

# MINUTES OF MEETING

## CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Celebration Community Development District was held Wednesday, January 16, 2008, at 7:00 p.m. at 851 Celebration Avenue, Celebration, Florida.

Present and constituting a quorum were:

Pete Crow	Chairman
Cliff Akey	Vice Chairman
Paul Collins	Secretary
Richard Quinn	Supervisor
Tom Sunnarborg	Supervisor

Also present were:

Gary Moyer	Manager: Moyer Management Group
Jan Carpenter	Attorney: Shuffield, Lowman & Wilson
Mark Vincutonis	Engineer: Hanson Walter
Deborah Bradley-Goode	Hoyman Dobson
John LaRocka	Safety Committee
Alex Morton	Celebration Independent
Jim Parker	Walt Disney Imagineering
Brian Smith	Severn Trent Services
Rick Woodville	Severn Trent Services
Brenda Wright	Moyer Management Group
Residents and members of the public	

### FIRST ORDER OF BUSINESS

Mr. Crow led the *Pledge of Allegiance*.

### Pledge of Allegiance

### SECOND ORDER OF BUSINESS

Mr. Moyer called the roll and stated a quorum was present for the meeting.

### Roll Call

### THIRD ORDER OF BUSINESS

There being none, the next order of business followed.

### Public Comments

### FOURTH ORDER OF BUSINESS

Mr. Crow reviewed the minutes for November 14, 2007, and December 5, 2007, and requested any corrections, additions, or deletions.

### Approval of Minutes of November 14, 2007, and December 5, 2007, Regular Meetings

On MOTION by Mr. Quinn, seconded by Mr. Sunnarborg, with all in favor, approval was given to the minutes of November 14, 2007, and December 5, 2007, meetings.

**FIFTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements**

Mr. Moyer reviewed the financial statements as contained in the agenda, which are available in the District Office for public review during normal business hours.

Mr. Collins asked under miscellaneous revenue, what is the \$60,880 amount? There was nothing budgeted in that category.

Mr. Woodville stated that is unused tax collector fees and an insurance settlement. I will provide a breakdown for you tomorrow.

Mr. Collins asked was that unexpected revenue?

Mr. Woodville stated yes, it was not anticipated or budgeted.

**B. Approval of invoices and check register**

Mr. Moyer reviewed the check register and invoices as contained in the agenda, which are available in the District Office for public review during normal business hours.

On MOTION by Mr. Akey, seconded by Mr. Quinn, with all in favor, approval was given to the invoices as presented.
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**C. Acceptance of audited financial statements for fiscal year ending September 30, 2007**

Mr. Moyer stated it is very noteworthy that we have our audit today. Mr. Woodville and Ms. Bradley-Goode deserve our acknowledgement for getting this audit done so early from fiscal year 2007.

Ms. Bradley-Goode stated these were sent via email and tonight you have a bound copy. Page 3 indicates a clean independent auditor's report. We have to follow auditing standards. Everything was in good condition, so therefore, you have a clean opinion. The management discussion analysis on page 5 gives an overview of what occurred in the District during the year. Page 14 shows columns for the various funds—general fund, several debt service funds, and the capital projects fund. Then there is a column for non-major funds. Government rules changed several years ago and we have to go through an assessment every year to determine what is considered major and not major. Everything not major rolls into the non-major column, which includes several debt service funds and several capital funds. The material funds are shown individually. On page 14, the general operating fund shows unreserved of \$1.8 million. Last year it was \$1.66 million, so you had an increase of \$172,000 in your general fund balance. I am often asked what is an

adequate amount to have as a reserve, and that is totally subjective but the Government Finance Officers Association recommends having at least three months of expenses in reserves in case of hurricanes or other financial emergencies. Page 16 shows total expenditures in the general fund of \$2.3 million. If you take one-quarter of that, based on your totals, a recommended reserve would be \$800,000. You currently have \$1.8 million in reserves. After the 2004 hurricanes some people will argue that three months is not enough and want to set aside six months in reserves. You have to look at the projects you are undertaking and there is a lot of subjectivity to what that balance should be. You are safe in having at least three months of expenditures set aside. On page 16, total revenues of the District were almost \$3.5 million and they were virtually the same last year. Total expenses were \$3.1 million last year and this year they were \$3.3 million, an increase of about \$129,000. The increases were mainly in the general landscaping category as well as increases in legal fees and traffic study costs. You ended up with a net change in fund balance, which is similar to net income, of \$177,000, which added to your fund balance. Last year it was \$310,000. Following the financial statements are footnotes and other information. I would like to call your attention to one on page 32, a Subsequent Event Footnote, which deals with the State Board of Administration (SBA). We tried to give you more current information on the SBA. This footnote was recommended by the Florida Government Finance Officers Association as to what should be in the note. It explains what happened with the SBA and where your position was as of December 31, 2007, which is close to our audit report date. Page 35 shows budget to actual numbers; you came very close to what you budgeted. On page 37, we look at internal controls and compliance with laws and regulations. If we have any issues, we have to note them here if we had any suggestions, and we had none. Page 39 is the management letter, which is required by the Auditor General. They require that we look at several items and report our findings in this letter. This shows a clean opinion and indicates that everything was done in accordance with Florida Statutes and what the Auditor General expects for us to test. If we had any recommendations for improvement, we would list them here. I want to commend Mr. Woodville for getting this done. We all focused on getting it done and I want to thank him for making this audit a priority.

Mr. Crow stated thank you, Ms. Bradley-Goode and Mr. Woodville. It is great to have this at this early date.

Mr. Collins stated we hired two employees, one dedicated to painting and one dedicated to sidewalk repair and our budget included that in a capital account. Is it in capital or is it an operating expense?

Mr. Moyer stated generally it is an operating expense. If they are doing projects that are capital related, we will point those out and take them out of capital.

Mr. Akey stated their salaries are out of the general fund.

Mr. Woodville stated in the fiscal year 2008 budget, those salaries are in the Transfer In From Capital to offset those expenses.

Mr. Collins stated the expense should be an operating expense and in future years should be budgeted there. Most of the costs will be operating expenses.

Mr. Woodville stated yes, it is appropriate to record it as an operating expense in the general fund.

Mr. Moyer stated capital expenses can be for construction or reconstruction. Some of that work is considered reconstruction. That is where we need to be careful in allocating those costs. To the degree we can use capital funds, it is better to use them since we are getting close to using all our revenues that we are collecting from non-ad valorem assessments and special use fees.

Mr. Collins stated there is a little bit of a gray area as to whether it is an expense or capital. I think the rule is that it needs to improve the life for more than three years.

Ms. Bradley-Goode stated that is correct for a capital expense but not for repair and maintenance. If you are repaving the road, that is considered repair and maintenance. If you are digging it up and laying a whole new road, that is capital.

Mr. Moyer stated if we tear up and completely replace a sidewalk, that will last longer than three years and it is a justifiable capital expense. We do need to be sensitive to that. The expense for painting is a maintenance expense.

Mr. Collins stated we talked about a process last year where before the audit is done, we can get information from the Board to the auditor of some areas where we have an interest. We established a new bidding process and since it is new, I would like you to know it is in place as you look at the audit. I would like to consider a process where we can look at giving more input before the audit. That does not mean the auditor has to come here but perhaps we establish a point person whom you contact before you start the audit. That person will get information from the Board and then passes it to the auditor.

Right now the audit is presented to us when it is complete. I would have asked them to look and make sure our bidding process is being followed at certain levels and then report back to us. She has completed the audit and I was not able to give that input for her to look at. We could always ask her to go back and look at that procedure. It is better to get that input from us prior to the audit, if we have any, things that she may want to look at. Then she completes the audit and reports back to us.

Mr. Crow asked what kind of timeframe are you looking at?

Mr. Collins stated I suggest we designate a Board member as the contact person. We all give our issues to that person at a meeting who gives it to the auditor. Then they perform the audit and make their report on the full audit.

Mr. Quinn stated I sit on the Osceola County School District audit planning committee, and that is exactly what our role is for the School District. We meet on a quarterly basis to look at all the procedures in place within the School District and we put together a list of things that we believe the auditor should be looking at, from a process and procedure standpoint, in the next audit.

Mr. Crow asked should we look at this at our October meeting?

Mr. Moyer stated the August meeting.

Mr. Crow stated we will add this to our August agenda. Would Mr. Collins mind being the Board's point of contact for this?

Mr. Collins stated no, I would be happy to.

Mr. Akey asked is there anything that is open now that we want to ask for compliance with policies and procedures now? Do we have time?

Mr. Moyer stated we have time under our bond documents if you have anything. We have until March to complete the audit.

Mr. Collins stated no, I feel comfortable in how everything is working from what I have seen. I would not want to hold up the audit for this.

Mr. Woodville stated the auditors are given a copy of all the minutes for all the Board meetings as well as any new policies and procedures, including the procurement policy that was adopted by this Board.

Mr. Collins asked did you look at that?

Ms. Bradley-Goode stated yes, as part of compliance with Florida Law, we test compliance with laws and regulations. Within Florida Statutes, there are bidding

requirements. We look in the minutes to see what was paid for and if it went out for bid. We look at bid packages to be sure they asked for all the required information. We write up a finding if we have an issue with that. We do test bidding procedures.

Mr. Collins stated we established a procedure that is more stringent than State requirements.

Ms. Bradley-Goode stated we look at your procedures to be sure that whatever you put in place was actually occurring. That is why we read the minutes because we want to know what is going on and to make sure we are in tune with everything. We can put more focus next year into looking at that. We do a sample basis for our testing.

Mr. Woodville stated they get the check register and the general ledger details, and they look at each transaction and bank reconciliation.

Ms. Bradley-Goode stated I recommend that if you appoint someone to do this next year, we have a planning conference call with management to find out what has been going on with the Districts during the year to understand what is new and what is going on with our audit approach. It may be a good idea to have your representative involved in that conference call to talk with us. As we talk about what is happening, we develop expectations for our audit procedures. It would be a great idea to have that person involved in the conference call where we can also discuss the audit approach. The audit approach is not discussed directly with management as far as the procedures we are going to perform because we do not want them to know exactly what we are doing or not doing. We will discuss any concerns you have so that you have an open forum to talk to us.

Mr. Crow asked are there any objections if Mr. Collins participates in this call?

The Board indicated no objections.

Mr. Quinn asked is there any reason why the audit report cannot be posted on the website?

Mr. Moyer stated there is no reason whatsoever.

Mr. Crow stated if you send it to us in pdf form, we will get it posted.

<p>On MOTION by Mr. Quinn, seconded by Mr. Akey, with all in favor, approval was given to accept the audited financial statements for fiscal year ended September 30, 2007.</p>
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**D. Field Operations**

**1. Monthly Highlights**

Mr. Smith reviewed the highlight report that is included in the agenda package and is available in the District Office for public review during normal business hours.

Mr. Smith stated our only issue is algae and duckweed blooms on some of our ponds. Otherwise everything is pretty standard. Tree replacement is about 95% complete, short of ones that have died that they will replace.

Mr. Quinn stated those ponds are under the control of SFWMD (South Florida Water Management District) and RCID (Reedy Creek Improvement District). Is RCID part of the Okeechobee watershed?

Mr. Parker stated I do not know about the Okeechobee watershed. I do know that RCID has a master drainage agreement with SFWMD.

Mr. Quinn stated there are two State Statutes dealing with the Okeechobee watershed that require any areas that outflow into that watershed to restrict and control the types and quantities of fertilizers and pesticides that are used. One of the reasons why we have the bloom problem is the rampant use of fertilizers.

Mr. Smith stated that is correct. We are also restricted on what we use. RCID does test several of our outfalls on a regular basis and we are not permitted to use copper. When you are dealing with algae, particularly the algae mat, we use hydrothol-91, which kills the surface and does not go down to kill the algae. That is why we continually spray it. Copper attaches to the algae and kills it much more effectively but we are restricted in what we can use because RCID is fairly strict in what we can use because of SFWMD regulations.

Mr. Quinn stated Chapter 373, Florida Statutes, says that if you have a tributary or an outflow system that ends up in Okeechobee, you are restricted from using phosphorus and nitrogen and other high-nutrient fertilizers. If we are part of that, under what the District has the ability to do under the Statutes, do we have the ability to put rules in place about the types and quantities of fertilizers that we allow to be used within the District? Can we do anything without going to the County?

Mr. Smith stated we probably could request it but trying to enforce it will be difficult.

Mr. Moyer stated enforcement will be difficult. You can put the rule into effect indicating what the permitted fertilizers are and the application rates. I have seen some do

it in terms of time-released fertilizers, but in terms of writing citations, that will be difficult.

Mr. Quinn stated we are dealing with being very close to break even on what we collect versus what we spend. One of our increasing costs is the costs of maintaining those boundaries. If we can have the ability and the precedent as part of the Statutory requirements to be able to put those things in place, we can at least slow it down. I do not know how we enforce those things.

Ms. Carpenter stated the enforcement will be the hard part. We can say that we have the authority since we have the authority for the stormwater management system. Anything that flows in, we can show that directly impacts the stormwater system.

Mr. Crow asked how big of a problem is this?

Mr. Smith stated our contractor did not raise the per-pond costs, but the overall costs went up because we added some ponds. In order to keep the contract, they usually keep their costs level. They are here on a weekly basis spraying because we are getting these blooms this time of the year for some reason. The duckweed is somewhat beneficial because it removes nutrients from the water but it looks bad, so we spray it. It is a rollercoaster ride—sometimes it looks bad but sometimes it looks good when it rains and that flushes it out. We need to try to control the home owners and what they are doing. I will meet with RCID and see if they are seeing any high levels coming out of Celebration. When they do find copper, Katie Kolbo calls me and I have to go meet with her and tell her where the copper is coming from. I tell my contractors absolutely not to use copper. I went to the hospital once and found out they are using copper so I told them that was prohibited and they agreed not to use it anymore.

Mr. Crow stated if RCID is quiet, we pretty much know it is not rising to a level of concern for them to call us. I suggest we wait and if we have a problem, you can come back to the Board.

Mr. Moyer stated we can encourage people not to over fertilize on the website.

Mr. Crow stated we want people to exercise care. I think we want to have a wary eye out but not go looking for problems.

Mr. Quinn stated the intent is not to create an enforcement issue but find out if we are doing what we are supposed to be doing. It will fix itself eventually. The State passed

legislation that eighteen months from now, any company selling fertilizer in the State of Florida has to reformulate their fertilizer to reduce the levels of phosphorus and nitrogen.

## **2. Request for Authorization**

Mr. Smith reviewed the request for authorization to purchase two mules for the two new employees. I did not budget this when I requested the new employees because I do have a mule and a golf cart, but they are old and are not reliable. I would like to provide a higher-quality vehicle for them, and I would like to fund this out of contingency. Our employees are working out very well. They are working on Water Street bridge doing restucco work and concrete repairs and it looks good. These guys are talented and I am pleased with their work.

Mr. Crow asked is this request for replacing or adding mules?

Mr. Smith stated we will keep the other equipment running as best as we can but this request is to add new equipment. Our existing equipment runs fine but we send them out for repairs frequently. If these guys continue to use them as often as they are, I do not know how long the equipment will last. I use the golf cart mainly for lighting repair on the boardwalks because it is the only vehicle I have to get through the boardwalks. The other mule is a 4-wheel drive and we use it to place the hog pens. The two new employees will be using the new mules. We received three bids. All three companies are equal as far as quality is concerned. It is the same piece of equipment. Five Star is the lowest and they have the equipment available now. The other companies we would have to order the equipment.

Mr. Crow asked how did we determine 90% - 10% split between Enterprise CDD and us?

Mr. Smith stated that is an old methodology we have been using.

Ms. Wright stated in the beginning phases of the District, the engineers determined that for common areas, roadways and things like that, that benefited both Celebration CDD and Enterprise CDD, it was a 90% - 10% split.

Mr. Collins asked is this a capital expense?

Mr. Smith stated I provided the general fund budget for your review. On page 2 for the general fund, where it says Other Financing Sources, there is reserve contingency of \$100,000.

Mr. Collins asked can it be capital purchase?

Mr. Moyer stated yes.

Mr. Quinn stated a capital purchase makes more sense because it is a capital item. Are the warranties the same from all three companies?

Mr. Smith stated yes, and all three companies provided pricing on exactly the same equipment.

Mr. Collins stated I went out with Mr. Smith and I saw the equipment and we do need some new equipment. This is not a luxury item.

On MOTION by Mr. Akey, seconded by Mr. Collins, with all in favor, approval was given to purchase two mules from Five Star, as described in the request for authorization.

Mr. Smith stated changing Mulberry Street to be one way is completed. I met with the principal and he likes what is happening there and he has received a lot of positive feedback from the parents, residents and crossing guard. It is working very well and they are very appreciative of what we did.

Mr. Crow stated I also spoke with him and he told me he was delighted with it.

Mr. Smith stated we have a few punch list items for the fountain and the contractor is coming back to fix those. We had a problem with some of the caulking and grouting because we turned on the fountain too soon after the work was completed, and we need to install the shower and the sign. Once those are completed, we will meet with the health department. Some of what they installed is different and we have had some problems with the way the filter system operates. There are no safety issues but a few operational issues. It keeps draining our tank and we cannot figure out why.

Mr. Smith stated we received some emails and phone calls about the Muscovy ducks. I went out to see what happened in response to one of the phone calls. Critter Pro is the company we hired to do this work, and they subcontracted this to a gentleman who does animal removal. The way they were doing it upset a home owner. They were being humane but the home owner did not understand that he does this for a living. I went out there and they were a bit jovial about it, laughing but they were not laughing at the situation; they were just enjoying their job. They were not being mean to the ducks and he told her he was being as nice to the ducks as he can but he did separate the mother from the babies, and it looked like a very stressful situation. His wife and daughter were sitting on the bank. This is his personal business but I told him that he could not operate

like this and we would appreciate it if he conducted himself in a professional manner. He did tell one of the home owners and said that they are being relocated to a very nice place. It is a private preserve and it has ponds. We are not hurting them in anyway but it is a little scary to watch them being caught because they are netting them. I returned a phone call to a home owner regarding what we were doing. In the beginning, there was a company that came in and euthanized the ducks, which is standard procedure recommended by the State of Florida. We discontinued that because of some of the concerns and we went to this relocation program. There are some concerned home owners and it may continue for a little while. Ms. Wright put some information on the website and the Front Porch that explains what we are doing. Tonight there were five wood ducks and two mallards in the Town Center Lake and I have not seen them in there for a long time.

Mr. Smith stated Ms. Wasson asked if there is a possibility of the CDD helping the group doing the veteran's memorial and having the CDD help with the lighting. I have an electrician on staff to help install the lights and who can do conduit work. The materials and labor would total about \$5,000 and Ms. Wasson wanted to know if the CDD is willing to help with the memorial.

Mr. Quinn stated it is the same thing we did with the little league fields.

Mr. Crow stated that was in kind, not out of pocket.

Mr. Smith stated the drainage work we provided was for the school rather than for the fields. The lights for the field were provided by Severn Trent at no cost to the District. There were costs associated with the drainage, but that was for the school.

Mr. Collins asked will the out-of-pocket costs be for materials but labor will be provided by Severn Trent?

Mr. Smith stated yes. There are five light fixtures at \$400 - \$500 each plus conduit and wiring. We cannot pull permits because he is not a master electrician but we can do all the wiring and put everything together. A licensed contractor has to make the connection and review the work to be sure it is correct, but we can assist with that.

Mr. Crow stated we are always in a tight financial position. I am a veteran and I will recuse myself from this vote. I attended this meeting but I am not aware of what all they are doing.

Mr. Morton stated there was a meeting two weeks ago and we worked the plans so the memorial is facing the flag pole. They want two flag poles because they were competing with each other. They turned it around so the memorial faces the flag pole in the middle. The lights will be on the veteran's memorial but I do not know about the lights. They talked about flags for each branch of the service. They need to get involved by having a representative at the meeting, perhaps Mr. Moyer.

Mr. Crow asked there was no action officially taken?

Mr. Morton stated no, not until they rework the plans.

Mr. Crow asked where is the memorial located?

Mr. Smith stated at Founders Park. I thought it was going to face the school at the end of the walkway. They may have changed it from what I last heard.

Mr. Morton stated they turned it around from that location. The plans are not back yet.

Mr. Crow stated when the plans are closer to completion, we can consider this again.

Mr. Quinn stated this project started out at \$15,000 for the memorial, and now it is over \$50,000. The more money that becomes available, the bigger it gets. My concern is there is a never-ending escalation of scope to this memorial based on how much money is coming in, and I do not want to donate any money until the plans and costs are finalized. If we contribute anything, the project will only get bigger. That has happened over the past six months. Every time the design was done and money came in to cover the costs of design, the costs went up by \$15,000 and the design got bigger. I would like to wait making a decision one way or the other until they cap the costs and finalize the plans. Then we can look at whether or not there is a place for us to participate.

Mr. Akey stated I am open to the idea and the request, but I want to see the final blueprint before we go forward.

Mr. Smith stated we need to know what they are asking us to do so that we know what we are going to be spending.

Mr. Quinn stated I do not want to offer \$5,000 to do the lights and then all of a sudden the design comes back and it will cost \$30,000 to do the lights.

Mr. Crow asked is anyone here a member of this group?

Mr. Sunnarborg stated I am not a member of the group but I sat on the CROA Board when this was originally proposed. I think it is a worthwhile idea and something I could

support, but I agree with Mr. Quinn that we should hold off for now until the plan is finalized and see what it becomes. I do not want to set a precedent. It is CROA property and doing work on someone else's property, rather than just giving money, has its own complications.

Mr. Crow stated I think we are all in agreement on that. This is a fairly new group, organized in September or October. The movement for a veteran's memorial is not coming from this veteran's group but from an earlier time. We should hear from the veterans to see what they want to do once they have their plan.

Mr. Crow asked how is the construction project going in the business district next to Ms. Melton's home?

Mr. Smith stated they were delivering block for the footer for the building. They were having a meeting at her business or the one next to it, with quite a few cars parked in front. When they delivered the concrete block, they went over Ms. Melton's property and delivered it to the site, went over the sidewalk and her grass. He did not break the sidewalk but they did some damage to her grass. I met out there with Mr. Parker and Russ Simmons from our office, who met with Ms. Melton and he talked with the contractor. Mr. Parker also talked with Mr. McNally about it.

Mr. Akey stated I was there the day Ms. Melton called me and I talked with Mr. McNally. She had a couple points that I did not agree with but where he backed in and out, I did agree with that, as did Mr. McNally. Mr. Parker has also been out there a number of times.

Mr. Smith stated we go through a c.o. process before they get their water meter operational. Before they get their County c.o., they have to come to us and we review the whole site and give them a punch list of things they need to repair, such as a broken sidewalk, street pole, damage to the trees or alley.

Mr. Akey asked is the tree in the front dead?

Mr. Smith stated no, it is a little stressed but it fell over during the 2004 hurricanes and it may die if they are not careful. It is struggling and I do not know how well they are maintaining the irrigation. If it dies, they have to replace it.

Mr. Crow asked how is Mona Lisa progressing?

Mr. Smith stated they are building very rapidly and we have set their water meters. We are waiting for their final connection fees to open their meters for use. We are getting

ready to install their reuse meters. They are pleased with the rapid pace they are moving at. Some of the projects on Celebration Boulevard have slowed down a little. They rushed through their service application process with us but at some point it slows down and stops.

Mr. Sunnarborg asked what is the status of the weir behind Jasmine?

Mr. Smith stated we are aiming for the first week of February to have the packages complete. I have the agreement and drawings and I need to meet with Mr. Walter before we finalize everything. I would like the packages to go out the first of February.

Mr. Sunnarborg asked will you have something at the next meeting?

Mr. Smith stated yes.

Mr. Quinn stated I received an email from a member of the covenants committee from CROA concerned about Boston ivy growing on bricks. If you have a brick wall, it ought to have ivy on it, in my personal opinion.

Mr. Smith stated in the beginning, when they were growing the ivy, we pushed the home owners to take the ivy off and we got more pressure from the home owners. It got to the point where it looked fine and no one wanted it gone. So we let it stay there. As long as it is maintained, we are fine with it. It is very healthy and looks good; it is very low maintenance. We trim it a little on our side and the home owners maintain it on their side.

Mr. Quinn asked if a home backs up to a pond, at what distance from the edge of the water does maintenance or landscaping stop being the home owner's responsibility and start being ours?

Mr. Smith stated it is about 25 to 30 feet from their lot line. It is about one mow pass where it flattens, and then the lot starts.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney – process for placing parking restrictions on roadways**

Ms. Carpenter stated the County took two months to determine they do not have a specific policy to adopt an ordinance for parking restrictions. They said they expect they will do the same things other CDDs have done. We suggest that we come up with a proposed ordinance of what we think we want. Mr. Quinn suggesting we go to the sheriff to see what he needs for his support, which I think is a good idea. The process the other CDDs went through was more for parking on lots, and they wanted a 50% property

owner petition filed along with the ordinance. I think we should draft an ordinance of what we want, thinking about 50% of the property owners. They said since we have commercial properties within the CDD, we might be able to draft something a little different.

**B. Engineer – Discussion of left turns into Siena condominiums from Waterside Drive**

Mr. Vincutonis stated on the colored CDD map, after performing some additional research with the property appraiser, we found some common areas in East Village that are labeled Celebration Community. We ordered that information from the County's GIS department to update this map for the remaining East Village tracts that the CDD owns. Regarding left turns into Siena from Waterside Drive and the illegal left turn that people are making, I discussed this with Mr. Walter. We would like the Board to authorize us doing some surveying of that area. The island can be trimmed back, in my opinion, but we are not sure if a regulation left turn lane will fit. It will be tight. Widening it and moving the curb on the outside will be expensive. We can possibly stripe it yellow with a "no man's land" area in the center where people can make a left turn. It will cost about \$1,600 to \$1,800 to do the survey, and further engineering costs beyond that depend on what we find and what our options are. Those engineering fees, including meeting with the County, are about \$3,000 for a total of about \$5,000. That is tract 50, and the CDD owns that tract. The Celebration Company (TCC) retains non-exclusive easements over it as well as rights to review any changes to it. Any change of that configuration would have to be approved by them. The same applies to the Corpus Christi Catholic Church.

Mr. Akey stated talk to the County traffic engineer and ask him to do it.

Mr. Quinn stated I think we start with them. If they say no, then it is a moot point. If they say we can do it, then we go to TCC to make sure they do not object and then we can decide if we want to consider the cost. I want the County engineer to see if it is feasible.

Mr. Akey stated the County has put counters in to do the warrant.

Mr. Vincutonis stated I will meet with the County to see if they will entertain a revision.

Mr. Akey asked did you send it to Greg Zetwell?

Mr. Vincutonis stated it was either him or the head of the traffic department.

**C. District Representative**

Mr. Parker stated Mona Lisa is past their opening date but they are looking at February 15 with a grand opening in mid March. On Celebration Boulevard, the Larosa project has their c.o. and probably 5,000 square feet of tenant build out complete. We can consider that finished and in the opening process.

Mr. Sunnarborg asked is the landscaping complete?

Mr. Parker stated it is complete but the stakes in the ground are where trellises will be and there will be some hardscaping and landscaping with those trellises. Next door is the Magnolia building, which is also a Larosa project. Design has been approved but they do not have a start date. The Osceola Medical Center is going in next to that project, parcel 3B. They started construction. Site work is ongoing. It is not slow construction but initial site work and you will see that proceed at a normal pace. Parcel C5 is a Duke parcel. We will have a very aggressive design and construction schedule on that parcel. It is between the substation and the wetland.

Mr. Quinn asked what about the complex across from the high school? Is that retail/hotel/condominium?

Mr. Parker stated the retail is not in design and construction phase. Nothing is moving on that right now. The other project, Ikon, may be idle for some time.

Mr. Sunnarborg asked is there anyway to have the trailer compound demobilized?

Mr. Parker stated I am aggressively working on that. It is our intent to demobilize it.

**D. Safety Committee**

Mr. LaRocka stated regarding Waterside Drive island traffic, if we shorten the island, it may present a problem for traffic that takes that shortcut to avoid the stops sign. When I looked at it, one option may be to extend concrete over the striped zone so you have a short curved, beveled edge to discourage traffic from making that left. We are working on gathering information to present some reports on outstanding issues that we still have.

**SEVENTH ORDER OF BUSINESS**

**New Business**

**A. Discussion of February 12, 2008, at 7:00 p.m. for joint CDD/CROA workshop**

Mr. Crow stated so far this date is not set in stone. We have not talked about getting discussion points together. I suggest we send me off or a designee to meet with the Chairman of CROA to see what we want to discuss at this meeting. If we can have a dialogue between a representative of the CDD and a representative of CROA, perhaps on

a monthly basis, that would begin to clarify any issues where we want to have a public meeting. My desire is to send me or someone to meet with Ms. Alix Eissinmann or a designee of CROA and see what is on their mind, if anything, and let them know what is on our mind. That person can come back to our next meeting and report where we are. That is my preference.

Mr. Akey stated I agree to send someone from this Board to meet with CROA to see if there are any significant items that warrant a meeting before we try to schedule a meeting. We should see if we need a meeting. Let us start with a causal dialogue to see what we come up with.

Mr. Collins stated I agree. We have a lot of meetings and so do they. Part of the discussion can be, do we need a meeting or is there another alternative to resolving these things. I agree in sending Mr. Crow.

Mr. Sunnarborg stated I agree.

Mr. Quinn stated I have no problem with that but at our last meeting, we developed a list of things that we wanted to discuss with CROA that were from the last workshop we had. We discussed a list of items that we wanted to discuss with the CROA Board. They were asked by the District Manager to provide dates to meet, presumably with those things as part of the process. I am confused as to why we are pushing it back off again.

Mr. Crow asked who do you want to send? How do you want to proceed?

Mr. Collins stated the list looked like if there was a discussion, there may be an alternative to having a joint meeting. We need to find a process where we work together. I am not sure the last meeting worked well.

Mr. Crow stated that was my thought.

Mr. Akey stated I am comfortable with Mr. Crow meeting with Ms. Eissinmann, putting a list together and deciding whether or not to have the meeting.

Mr. Crow stated I will meet with Ms. Eissinmann and discuss the list and determine if we want to have a meeting.

**B. Consideration of use application for Artisan Park model home signs**

Mr. Moyer stated I requested this item at the last meeting. Information is included in your agenda package, showing the locations and style of the sign they are requesting to be installed.

Mr. Sunnarborg asked is there a representative from St. Joe here? Did they know this was going to be on the agenda?

Ms. Wright stated yes.

Mr. Sunnarborg stated I appreciate that they asked and I appreciate that Mr. Moyer brought this to the Board. I do not think there is a justification for this and I think we should deny it. They already have signs and I do not think it is fair to other realtors and resales. I brought to the Board the issue of removing the signs already in place. I would like to deny this request unless they have some vested right that they acquired from their original transaction with TCC obligating us to use our right-of-way for signs. They already have signs plus now they want five more and one in front of the Artisan clubhouse. I do not think it is necessary.

Mr. Crow asked is there a period of time to authorize this? Is there an expiration date?

Mr. Moyer stated you can put a timeframe on it.

Mr. Collins stated their current model home center is in South Village.

Mr. Sunnarborg stated it was on Beak Street. They closed it and moved to the Artisan Club condominiums. Signs that would have directed them to Beak Street have been turned so that traffic continues down Celebration Avenue.

Mr. Crow asked are the original signs still up directing them to Beak Street?

Mr. Sunnarborg stated yes.

Mr. Crow asked is there direction where to go once they get to Artisan Park?

Mr. Sunnarborg stated not the kind of signs they are requesting in this permit but they still use those A-frame signs that they put out and take down.

Mr. Crow stated those are very ugly.

Mr. Akey stated Stetson uses A-frame signs.

Mr. Crow stated Town Hall uses them also.

Mr. Quinn stated this is going to look like a Burma Shave commercial by the time they put them all up. I agree with Mr. Sunnarborg.

Mr. Crow stated I wonder if people will drive around trying to find the model center. How are they finding them now?

Mr. Sunnarborg stated we do not have model homes anymore. We do not have any new product inventory except for this. This is the last new product available and that is why St. Joe has this right to roadway signage. They made their own decision to shut down Beak Street and move to the condominiums for their own reasons. I am happy they did, but I am not inclined to give them our right-of-way to put out additional signs. With

the other resale inventory in town, if we open this door, we will have the Open House sign problem we had a year ago and I do not want to go there again. This new product competes with the resale product and St. Joe has an advantage that they currently enjoy that I do not think we should extend.

Mr. Crow asked will that result in people driving around aimlessly in the community?

Mr. Akey stated if they do not know where they are going, a lot of them stop the Community Patrol vehicle. With the vehicles parked in front of this building, people will often come here to ask directions. They will find their way.

Mr. Sunnarborg asked how do you explain why St. Joe has a sign to market their property and not the home for sale a long way away from Artisan Park? We do not allow the directional signs in our right-of-way.

Mr. Collins stated those are for new homes versus existing homes. There have always been signs directing people to model centers for new homes. I would say for all these other signs on Celebration Avenue, I would not approve. They are not necessary. You go in the direction of the arrow until you see another sign changing direction. There is no reason to have these extra signs. We have always had signs for new homes but I do not think we need the extra signs.

Mr. Quinn stated we can cut out the three in the middle. The one on Beak Street, an existing sign, and Ironsmith Court are fine. I agree with you on the ones in the middle. They do not need those.

Mr. Crow asked are you willing to give them those two?

Mr. Quinn stated yes.

Mr. Crow asked do they need to reapply to us or can we just send word to them?

Mr. Moyer stated only if you want them to. We can limit the permit to those two signs.

Mr. Crow asked what about an ending date?

Mr. Akey stated we need an ending date.

Mr. Parker stated I am speaking as the District's representative. I do not represent St. Joe but I do understand what they are doing. They did submit this to TCC for review and approval. It was our input because of the process that they submit it to the CDD Board for your review and approval. This is a new home community where they are directing traffic to. You see the initial sign and then you follow it until you see a sign that changes the

direction. That is the issue we have had with these other signs in other areas of town. Once you put a destination on a sign, you need to continue until you get to that location. The model center on Beak Street did close and they moved to the condominium unit. The signs they are asking for are the same signs that were in existence when they had the model home center in Artisan Park. The spacing and locations are good locations, in that they are not in front of peoples' homes. TCC maintained rights for builders to place signs in the common areas so guests and customers can get to their locations. That is why we approved it. The signs there are in the same locations as before except they are now going all the way back to the condominium units. We share the same feeling as all of you. We want to keep signage minimized and we work hard toward that end. I wanted to share the logic for the approval process that went into our approval.

Mr. Crow stated despite the fact that TCC approved it, we can still do as we wish.

Mr. Parker stated this was a process. There was a lot of thought that went into it and there is no change in the fact that this is still a new home sales operation. As the developer, we believe we need to help builders accomplish their goals of getting their units sold and finishing the project.

Mr. Crow asked if we wish to modify your approval, can we do that?

Mr. Moyer stated you can make that modification and we will issue the permit. If they take exception to it and they come back and show us that they have vested rights to do that, then they really do not need our approval.

Mr. Crow asked what about deadlines for removing these signs?

Mr. Parker stated Mr. Kelly addressed this several months ago.

Mr. Sunnarborg stated we have discussed this before and I have talked about this with Mr. Kelly in a CDD public meeting.

Mr. Moyer stated that issue was the perpetual right for TCC to have signs in our rights-of-way.

Ms. Carpenter stated he did agree that he would extinguish that right at some point.

Mr. Sunnarborg stated this issue is about TCC's perpetual right for signage in our right-of-way. TCC is extending this right to St. Joe. I object to that. There should not be a perpetual right. It may or may not exist but the burden is on the applicant to prove to us that they have the right. If they have the right, they do not need to ask. I propose that we say no.

Mr. Quinn stated I agree.

Mr. Collins asked is that because we do not want any signs or because we do not agree with the perpetual right for them to place signs in our rights-of-way?

Mr. Sunnarborg asked should the CDD allow any sign in our right-of-way that promotes a single private business? That is what this is; it is not a brokerage. It is St. Joe's agent selling St. Joe property with a sign to that effect, on our property. What if a restaurant or a school wanted to put out a sign and use this as a precedent?

Ms. Carpenter stated it is typical in a plat for the developer to retain rights for signage that is assignable to anyone. It just depends on the language on the plat.

Mr. Crow stated that is how we have done this. What is the desire of the Board? Permit two signs or denial of the application?

Mr. Sunnarborg moved to deny the application.  
Hearing no second, the motion dies.

On MOTION by Mr. Akey, seconded by Mr. Quinn, with all in favor except Mr. Sunnarborg, approval was given to St. Joe's use application to allow two signs, located at Beak Street and Ironsmith Court.

### **C. Development issues related to Corpus Christi Catholic Church**

Mr. Moyer stated I talked with Mr. Walter a week ago with Ms. Carpenter and there is a question whether we are even involved in this process. These are conservation easements. Mr. Walter's initial reaction was that he did not think we needed to get involved in this process.

Mr. Vincutonis stated I did look through the email that was included in the agenda and Mr. Moyer is right. With the impacts they want to permit, the CDD owns conservation tracts that require permitting through the Army Corps of Engineers (ACOE) and South Florida Water Management District (SFWMD).

Mr. Crow asked what is being requested?

Mr. Vincutonis stated Corpus Christi Catholic Church is asking for information on what the Celebration CDD needs to acquire from PBSJ, the engineer working for the church, who owns the lot. They want to develop the site which is adjacent to several CDD-owned tracts. One is wetland buffer and conservation tract, and one is a stormwater tract. They suggest they need an easement from the CDD to get drainage rights to the

stormwater tract. According to the plat, that tract is subject to a drainage easement for TCC. I am not sure if TCC assigned them that plat right. The pond was permitted for the site and that is where it was designed to go. Impacts to the wetlands to move the buffer line back over this conservation area also has a conservation easement. Typically those conservation easements are very strict and do not allow you to do anything. They stay as they are but they allow you to do some mitigation. They are asking for something from us allowing them to do that and Mr. Walter and I agree that this is a permitting issue. If they need approval from ACOE to do that, Celebration CDD would have to be a co-applicant as a property owner. The third item is to build a retaining wall right on the property line and they want a temporary construction easement into CDD property, over the stormwater tract and the wetland buffer tract, to allow them to build that wall and then have a buffer line. There is a 15-foot minimum and 25-foot average, and they are saying they would not be able to meet that and they want to re-permit that conservation area tract, perhaps by modifying the easement language. It is difficult to modify those types of things.

Mr. Doug Crook stated I am the engineer from PBSJ representing the Corpus Christi Catholic Church. There are two separate items. First is the construction easement. Tying in the proposed drainage system on this site to pond LV-7, which is adjacent to the property, will require our outfall pipe to cross CDD property to connect to that pond. We need a temporary construction agreement to construct this pipe on CDD property. The second part is the retaining wall. We are likely to require some retaining walls at the rear of the property to accommodate the grade change to the parking area and the wetland area. It will be near the property line and we need to provide construction silt fencing but due to the distance between the fencing and the wall placement, for constructability, we will need to place the silt fence on CDD property during construction. Both are temporary easements for construction.

Mr. Sunnarborg stated on the plan we have, there are three wetlands depicted on the map but they are not shown as hatched as in the legend. It is hard to tell if the retaining wall is on the wetland line or buffer line.

Mr. Crook stated it is the property line, which is also the wetland line. There is one wetland but it is governed by two jurisdictions, ACOE and SFWMD. They both have different requirements for buffers. ACOE does not require a buffer but SFWMD does.

Mr. Sunnarborg asked is the wall on the wetland line?

Mr. Crook stated yes, so we need wetland impacts to move the SFWMD wetland line. We can build up to the wetland line per the ACOE.

Mr. Sunnarborg stated the construction easement you are seeking is actually in the wetland.

Mr. Crook stated yes.

Mr. Sunnarborg stated we do not have the jurisdiction to approve that.

Mr. Crow stated I am not clear on where we are so I will ask you to point it out on the map.

Mr. Crook pointed out the areas for the wall, wetland lines and temporary easement locations. The green areas are the wetlands for both ACOE and SFWMD. This exhibit is for the temporary ACOE impacts that we will need to construct the wall in such proximity to the wetland line. These are temporary impacts that will only be there for construction. Final location of the walls has not been determined yet because the final grading for the property is not complete. They may be six inches to two feet high. These are not significant walls. Regardless of their height, the constructability on the property line will require the silt fence placement to be on CDD property and on the wetland.

Mr. Quinn stated for everything shown on the map in red, when you are done with construction, there will be no permanent impact on those areas.

Mr. Crook stated that is correct.

Mr. Quinn asked it will be returned to the condition it was when you started?

Mr. Crook stated yes.

Mr. Crow asked the red areas are Celebration CDD property?

Mr. Crook stated yes.

Ms. Carpenter asked are you looking for us to consent to the change and join in the easement if you get the change?

Mr. Crook stated yes.

Ms. Carpenter asked you need us to join in the permit application?

Mr. Crook stated yes.

Mr. Crow asked is a buffer required?

Mr. Crook stated ACOE does not require it, but SFWMD does and it is 25 feet. These SFWMD areas have been permitted for impact but they have never been taken. No one

has submitted a permit to take them. SFWMD requires a buffer, and in order to build up to the property line, we need to provide a buffer from that area of the property line into the wetland. We do not have to do that with ACOE. We want to take a portion of these already-permitted impacts to create a buffer. It is a SFWMD buffer but it is still an ACOE wetland. The church is not proposing any permanent construction in the wetlands; this is merely an exercise to build up to property line with out any permanent impacts. Nothing will change in the field. This impact will allow us to build to the property line and provide the buffers required by SFWMD. All it does is move some lines on paper.

Mr. Crow stated I heard a legal aspect as to whether or not we are the appropriate agency.

Mr. Moyer stated the permit of the impacts and wetlands goes through SFWMD and ACOE. We really do not have the jurisdiction but as landowner, we need to permit this use either with a license agreement or an easement granting the right for them to access our property to do this type of work since we are the landowner.

Ms. Carpenter stated there are two issues; one is a temporary construction easement where we will allow them on our property and once they have that, then they can go for their permit. We cannot go forward without SFWMD and ACOE approving the use of those wetlands.

Mr. Crow asked is there a setback issue?

Mr. Moyer stated no, that issue is with SFWMD, not the CDD.

Mr. Crow stated the only issue is to let them access our land to do the construction.

Ms. Carpenter stated that is correct, as well as to join in the permit to go SFWMD to allow them to ask for the change in permit conditions to get the setback changed.

Mr. Crow asked have we made any exceptions that you can recall on setbacks? There was a home owner in North Village who wanted us to overlook the setback.

Mr. Quinn stated he wanted to build a gazebo on our property.

Mr. Moyer stated in this case, these setbacks are not County imposed because they will still have to abide by County Code in terms of setbacks. These are a requirement of SFWMD for upland buffers to protect the wetlands. It is their decision.

Mr. Quinn stated from our perspective, it is allowing them to go onto CDD property to put up silt fences and for maneuvering space for their vehicles.

Ms. Carpenter stated it is a typical construction easement that allows them to go on our property and states it is returned to its original condition, and the work is bonded.

Mr. Quinn stated at the end of construction, what is out there now on the easement side of the property line, as long as it looks like it looks today when they are done and drains the way it should and no one has done anything to dysfunction that area, I have no problem.

Mr. Sunnarborg asked what are your ideas about the parking lot draining to these wetlands?

Mr. Crook stated all the drainage will be collected in a typical stormwater drainage system; it will go into pond LV-7.

Mr. Moyer asked is RCID a player?

Mr. Crook stated yes, we applied to them prior to SFWMD.

Mr. Akey asked where you are talking about parking, is that temporary?

Mr. Crook stated that is adjacent to the property line, within a matter of inches.

Ms. Carpenter asked where is the outfall pipe for the construction easement?

Mr. Crook stated it follows the roadway and carries straight out into the pond along this dry swale. It will not go through the wetlands; it will go through to the rear.

Ms. Carpenter asked do you have a legal description or a draft of the easements for what you are looking for?

Mr. Crook stated we have GIS files created for these impacts.

Ms. Carpenter stated I think that would be helpful for the engineer to have.

Mr. Quinn moved to support the application from Corpus Christi Catholic Church.  
Mr. Sunnarborg seconded the motion.

Ms. Carpenter stated when the engineer and attorney review permits and easements for CDD property, there are associated costs and I recommend the Church agrees to bear those costs.

Mr. Quinn amended the motion to support the application from Corpus Christi Catholic Church, contingent upon the applicant incurring any review costs.  
Mr. Sunnarborg seconded the amendment.

Upon VOICE VOTE, unanimous approval was given to the above motion as amended.

**EIGHTH ORDER OF BUSINESS**

**Old Business**

**A. Status of The Celebration Company's NOPC for the interconnect**

Mr. Crow stated on December 10, the County Commission upheld with a vote of 5-0 to give TCC what it requested. There is no need to have this on any future agendas.

Mr. Quinn stated I thought it was interesting when the County went through our three conditions, they said the one about the Reunion connection was moot because that connection is prohibited the way the DRI is currently written. Regarding the conditions of internal roadways, the County traffic engineer said, on the record, that they will never make a request of the community to alter any of those roads because they do not have concurrency on any of those roads. He said the only roads that they have any control over are Celebration Boulevard from Campus Street to World Drive, and Celebration Avenue from the intersection of U.S. 192. I think they were saying that two of the three things we asked for were things that they cannot do now without having to come back to the County to ask for a change to the DRI for the Reunion connection, and they were not looking kindly on that. They said no one can make a change to internal roadways without going through the County. The third condition, which was the flyover, they said that while they did not disagree with our position, they could not do anything because it had to be a separate request because it was a substantive change to the DRI. I thought that meant we should come back with a separate request to eliminate the flyover. I talked privately with two of the Commissioners afterward and they each said that the request for proposed change has to come from a landowner, and they pointed out that there are multiple landowners on the property where the flyover would go: one is TCC and the other is Duke. The Commissioners I talked with said that any of those landowners could come to the County with the request the change to the DRI to eliminate the flyover. It does not have to come from TCC. I suggest we contact Duke to see if they will consider putting in a request to change that since they own over 50% of the property.

**B. Update on parking discussion group**

Mr. Quinn stated I provided a colored map for each of you. When we talk about the downtown parking district and those areas where we want the ability to control the time limit on parking, we have not determined to put up signs but we want the ability to control parking in these areas if we need to. This is the original map that Mr. Steve Katz

did several years ago and these areas were originally designated as the downtown parking district. I colored in those areas where there is publicly accessible off-street parking. It includes the area directly across from the CDD offices, which is part of the agreement with Carlyle. There are also other internal spaces not in front of garages that are also public parking. This map is for everyone to know where the areas are. I met with CROA and they are having a workshop to discuss, among other things, this parking issue. They will come to the CDD for those areas in the home owners covenants that they have not been able to enforce that they want to include in the local proposed ordinance, things like recreational vehicle parking. I met with a CROA Board member who asked a question relative to reducing maintenance assessments on civic properties. We had a request earlier from the Presbyterian Church. They have a parking lot with approximately 60 parking spaces. During the week, those 60 spaces are empty. The church spends about \$6,000 annually on maintenance assessments. We have agreed and have had legal counsel opine that we cannot reduce or eliminate the maintenance assessments for the church. My proposal is that we consider asking the District Manager to approach the Presbyterian Church with the possibility of doing a surface lease where we will lease from the church those 60 parking spaces to be used for overflow parking during business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, which comes out to about \$100 per parking space. We draft the surface lease with the church and we lease the parking lot. We pay them \$6,000 per year to lease the parking lot, and it ends up being a wash between their assessments and the District, and we get 60 additional spaces for downtown for overflow parking.

Mr. Collins stated it is an interesting idea. I have seen something like that in other places where they have signs inviting people to use their parking lot in small towns. There you could see there was a designated area for public parking and another area for church staff parking. I could see a situation where all the parking spaces are taken up. I know the church has activities going on there all day and there are times during the week when people are there for church activities. Many times the spaces are empty but then there are times when it is full.

Mr. Crow stated we invited Lexin to one of our meetings because we were concerned about downtown parking and they benefit greatly from that. They also have the greatest problem here and would be hurt most by the lack of parking at crucial times downtown. It

should be impacting their rentals. We have a concern that the downtown area not get into a situation where they do not have enough parking and people begin to move out and the downtown area atrophies and dies. Lexin does not seem to be that engaged in this issue at this point, which was relayed to us by Gillian Walker. I thought we decided that we would listen and when Lexin became energized, when Carlyle is built out on both sides and we see that impact, that we will monitor this but that we would wait for others to take action. It has been the way the CDD operates, to let others take the lead, for example the ball fields, but we participate and help. In terms of us taking the lead on these issues, we have not done it. What is the expectation from others? What is the CDD doing and what do you want us to be doing?

Mr. Quinn stated this is a discussion that has been in front of this Board for at least 18 months. The Board discussed it to the point where you authorized me to pull together a parking group to engage Lexin, Stetson, the home business district and CROA to pull together a plan for the downtown corridor that would improve the flow and utilization of parking on surface streets and internal lots. It was the direction of the Board to move this forward and take a proactive look to see if there is a way that we can improve the situation downtown. Eighteen months ago we were waiting and seeing, and over the course of those 18 months, the direction of the Board was to put together a proposal for what we needed to do, determine if it is feasible to do it, determine if we have the authority to do it, determine the process to do it, and then come back to the Board with a proposal and a plan for creating a better flow and utilization of the downtown parking spaces. Lexin has been very engaged in this process. They have said that they will participate and support and utilize the same processes on their streets—Market Street, a portion of Bloom Street and a portion of Front Street—that they need to have the ability to do that as well. They were fully supportive of this when we originally met six months ago. You do not hear a lot of discussion from Lexin about the internal lots. That is because those lots were part of the purchase agreement between TCC and Lexin for the downtown properties was that they cannot do anything on internal lots to restrict the flow of parking in those internal lots.

Mr. Crow stated it was my understanding that we sent you to participate in this process. Have you taken the lead on this?

Mr. Quinn stated it has been a joint effort among all the parties involved.

Mr. Crow asked where are they on building the 42 parking spaces that they got the money for?

Mr. Quinn stated I do not know. The direction from counsel and the District Manager was that we did not get any money and we were not a party to that process.

Mr. Crow stated they took money out of escrow to build 42 parking spaces. CROA has about \$40,000 and it was instigated by the lift station. Where are they in building those additional spaces?

Mr. Quinn stated it was my understanding that it was a binary agreement between Carlyle and CROA. Our involvement was solely because Mr. Katz brokered that deal between the two but the check was turned over, CROA has the check, and they are debating among themselves whether or not the check had any strings attached to it. Their position is they have \$40,000 and they are trying to figure out what to do with it. There was no obligation implied or guaranteed that the money was related to building parking spaces.

Mr. Crow stated I believe it was very clear in the letter.

Mr. Moyer stated I believe there were strings dealing with parking.

Mr. Crow stated as well as where they were going to be built, which is Lakeside Park.

Mr. Moyer stated it may not have been specific about location in the escrow agreement but the idea was to put additional parking at Lakeside Park. The reason why some people thought that made sense is that can only be used by Celebration residents. The parking that we were losing as residents will be recaptured at Lakeside Park and it will not be a general public parking lot. It will be a parking lot for residents.

Mr. Crow stated had they not taken the money and agreed to those conditions, that money would have come to the CDD to use in any manner we wished to use it. If we are going to talk about parking, we need to talk about those spaces that they took money for and have not built. This issue belongs in that parking group to discuss.

Mr. Quinn stated I agree. If those conditions in that agreement between Carlyle and CROA are still in effect, that creates another 42 spots available for parking. What we have with all the parking spaces, to add 42 at Lakeside Park, we are still approximately 85 parking spaces fewer than before Carlyle started to build. We have an increasing amount of flow in the downtown area and we have lost 120 parking spaces. There are not a lot of ways to recoup that. One of the most effective ways to resolve it is to make better

use of the spaces that are available downtown. That is why we started this process in the first place.

Mr. Crow stated the CDD was originally involved in this, and however Mr. Katz structured that agreement, at the end of the day, that \$40,000 was heading toward us to use in ways that would have helped the community. Would you seek some clarification of that money in your part on this committee?

Mr. Quinn stated yes. I am looking for every parking space that I can find.

Mr. Moyer asked would the Board like a copy of the escrow agreement?

Mr. Crow stated yes.

Mr. Quinn stated there are two areas, one on Front Street across from the Columbia restaurant and on Bloom Street across from the Morgan Stanley building. Those are herringbone parking spaces that are completely inside the curb line. Are those CDD spaces or Lexin spaces?

Mr. Moyer stated on the ownership map, it looks like it is not CDD.

Mr. Quinn stated I would like clarification on that. It makes a difference on how you deal with the downtown commercial district. The ones on Bloom Street have signage that say Resident Only Parking after a certain time.

Mr. Collins stated it seems to me that Lexin has the biggest impact. My position is that Lexin bear much of the cost of those remedies. What is the sense you get from Lexin? They may say that there are parking spaces available, but there is a perception that there is a parking problem. Someone came extremely early to a concert at the church because they were worried about finding a place to park. I talked to someone else who said he does not come here as often as he used to because there is no place for him to park. I think there is a big issue. If Lexin does not agree, then how far do we go with this? If they do not think there is a problem, they will not want to pay for any relief.

Mr. Akey stated my perception from Ms. Walker when she attended the meeting was that she did not perceive there was a problem. You may not be able to park in front of Columbia restaurant at noon and you may have to walk a ways.

Mr. Crow stated when I go downtown at noon, I know I am going to walk so I prepare for that, but I do not have a problem parking at other times during the day. I think we are very wise to keep monitoring this. That is what I heard Ms. Walker say.

Mr. Quinn stated the direction that I was given by the Board was to determine if there was a process and a plan, if we need one, a way to improve the process.

Mr. Collins asked do you feel a sense of concern or urgency from Lexin?

Mr. Quinn stated Ms. Walker's concern is, as interior lots fill up and slots on street fill up and people park for an extended period of time on Celebration Avenue, they do not get the customer traffic downtown because people are using those areas as permanent parking spaces. The concern is to get more traffic flow in downtown to free up parking spaces. She has gone to tenants to ask their employees park off site and walk in because they want to improve the flow. They have also said the lot behind Starbucks where they have an extra 26 spaces, that they will not do any construction on that in the foreseeable future. They recognize that even though they have the right to do that, if they build on that, they know they will dysfunction the parking that is left. No one is expressing a sense of urgency, but everyone who deals with the downtown area realizes there is an issue.

Mr. Crow stated it sounds like Lexin's position has shifted from when she was here last. Let us invite Ms. Walker back to give an update on what she sees now. In the next few weeks, find out what CROA intends to do about the parking spaces that they were paid to build.

Mr. Collins stated I do not like the idea of putting restricted parking in front of places that are houses or apartments. It is fine in front of retail.

Mr. Quinn stated I agree. The reason that I included Mulberry Street is not from a parking standpoint but from a traffic flow standpoint. If vehicles are parked on both sides of the street on Mulberry from Sycamore to Celebration Avenue, it essentially becomes one way. At some point, this Board will have to deal with the issue of keeping Mulberry Street open. Do we make it a one-way street? Do we restrict parking on one side? It is a bad design for that street. Fire trucks cannot make it down that street with cars parked on both sides.

Mr. Sunnarborg stated this is a good example of even in areas where we do not have jurisdiction, that we can participate in a bigger group and exert some influence. I appreciate your work in this process and I encourage you to hang in there and keep asking these questions. Let the CDD be a part of the solution.

Mr. Crow stated that is how we have always been but we do not want to push the issue. Should we invite Ms. Walker back?

Mr. Quinn stated let me find out what CROA has to say about their plans on the \$40,000. I will find out where she is on this issue separately.

**C. Update on lighted signage for parking**

Mr. Quinn stated this was as a result of me going to Downtown Disney and seeing what they did. The request was to see about putting up directional signs that point people to public parking that we can change, and as it gets full, we can change it to "closed." Can we find out how much those cost so we can see if we want to pursue it?

Mr. Collins stated someone will have to man that to determine if it is full. In Winter Park, they have a very inexpensive sign. I think Disney does it because they are trying to deal with major traffic issues. It will be an expense and then we need someone to man it and make the decision to say it is closed. I cannot see us spending money for that.

Mr. Quinn stated I do not necessarily recommend that we do it but it was an intriguing thing that I saw and I wanted to find out how much it would cost. If you have the ability to do something, that does not mean you do it. I would just like to know what it costs. I would also like to know how much parking meters cost. I do not recommend putting them in but I would like the data available. If we get asked the question, then we will have an answer.

**D. Update on maintenance facilities group**

Mr. Collins stated the committee met with the director for Celebration Golf. The CDD and CROA expressed an interest in obtaining the Celebration Golf maintenance facility with the expectation that Celebration Golf will incorporate their maintenance facility with the land that they are looking to purchase from TCC on the connector road. Mr. Smith attended the meeting and stated that the facility will meet the CDD's needs. Floyd McCullom toured the site and looked at what we currently have, and he will give us an idea of building something like this from scratch. He thought it would be useful for us to compare to whatever Celebration Golf asks us to pay for their facility. Mr. McCullom indicated that Davey Tree employs a lot of people and during the summer, they could have 50 cars that need a place to park. I think it is critical that we get the space we need. He did feel strongly that we need the land between 417 and the maintenance building.

Mr. Smith stated that is the high-speed rail corridor, owned by DOT. I discussed this issue when we were looking at the sliver of property at the corner with the gas easement. They said we are permitted to park things there but nothing permanent. It has to be easily

moved. He did not have a problem putting trailers on the property or parking vehicles, as long as it is easily moved. Issa built their parking lot on that gas easement with a driveway so cars can park behind their building. They encroach on that easement, which we can also do. We will not make it a permanent parking lot. It can be gravel or shell.

Mr. Collins stated we did express that we were looking for a win-win-win with TCC being active in this with the golf course, and something that will be a win for CROA and the CDDs. We are looking for a good price and hopefully they will sell it at a good price. Celebration Golf is developing plans for their site and they will take that into consideration and get back to us. That is how it was left. He said it might take a month or more to do that. We will wait until Celebration Golf gets back to us before proceeding further.

Mr. Sunnarborg asked is there a second site that you are interested in as an alternative?

Mr. Collins stated we have identified a couple potential sites, one being on the connector road. That is a part of the plan that TCC had for that area, that a maintenance facility be part of that area. That is the responsibility of the developer to provide that land in my opinion. We need to look at what it will cost to build it first. We can look at the price Celebration golf is offering. If it is considerably less than the cost to build something, that is our main choice. If they want double what it costs to build something, then we will look at our other options more closely. Mr. Smith identified a location up by the Mona Lisa project that would work but we have not put a lot of emphasis on that with the hope that we will get a good price on the exiting facility. We hope that it will be less expensive given that it is used. It will need some work. It will not require a lot but it will need some painting and other work done on it.

Mr. Sunnarborg asked with the groups that will share in this facility, are any of them expressing any urgency?

Mr. Collins stated no, other than the guys who work in the current facility. It is not a good situation where it currently is. Generally though, no one is expressing any urgency.

Mr. Quinn asked is the intent that this will be a shared use facility among CROA, Celebration CDD and Enterprise CDD?

Mr. Collins stated yes.

Mr. Quinn stated so when we talk about costs, it will include a percentage coming from all the entities?

Mr. Collins stated we have not gotten into those discussions in detail yet but that is the thought process. We feel that it needs to be owned by an entity in the community, not by Davey Tree. We need to own the facility.

Mr. Crow asked will it be joint owned among the three groups?

Mr. Smith stated CROA is really the only other entity that will be in there with us. We had conversations that we will really have to keep the same contractor. They will not be able to switch contractors like they have done in the past. They realized they will have some costs involved, whether it is their contractor who absorbs some of the cost or whether it is CROA. They will probably push that to their contractor, but they do want the CDD to own the facility. CROA does not want to own any part of the facility but they would like to have their contractor share the facility. It makes more sense that the CDD owns it.

Mr. Crow stated Enterprise CDD will be involved in some limited way.

Mr. Smith stated yes. We do much more out of the facility than CROA does. All they need it for is for their landscaping contractor. They have other facilities to use.

Mr. Collins stated one thing we did discuss was whether or not it made sense, as you bid that contract, that we bid it together with CROA. It makes sense to have one supplier. In the bid process, whoever bids will have CDD costs and CROA costs. In order to do that, we need to match up our contract with Davey Tree. Our contract is up in one year and CROA's contract with them is up in two years. I would like to add this item to the next agenda, whether we want to do that and take it to CROA to see if it makes sense.

**D. Park and trail security**

Mr. Akey stated we can take this item off the agenda.

**NINTH ORDER OF BUSINESS**

**Items for Future Agendas**

Mr. Sunnarborg stated I would like to discuss the idea of changing the name of one of the two sections of Celebration Boulevard, now that the connector will not happen.

Mr. Quinn stated I would like an opinion from the District Manager and Counsel about the idea of going to the church regarding those parking spaces. I do not know if this next idea is something we can do, but I am extremely concerned and have been extremely disheartened by the increase in vandalism and destructive behavior in town. We

discussed problems with the trail system and the parks, but this past Christmas was an abomination, not only for things you consider to be pranks, but literally destructive behavior. They are throwing things through people's car windows and going onto people's property with wire cutters and clipping all of their lights. I did some research and Section 877.20, Florida Statutes, allows Counties and municipalities to create a curfew ordinance by simply adopting this Statute. I know that Osceola County does not have a curfew ordinance. I want Ms. Carpenter to determine whether or not the CDD has the ability to even to discuss if a curfew makes sense or if we have the ability to ask the County to locally adopt Section 877.20. We are the visible governmental entity in town and we need to be able to say whether or not we have the ability to do this. It is the same issue we have with parking. You can put a sign up that says you cannot do something, but if you do not have the ability to enforce it, it does not make sense.

Mr. Akey stated I agree that over the holidays, vandalism was bad but after the holidays are over, it spikes back down.

Mr. Crow stated our contract with Severn Trent is up in September. As the year goes forward, we will be reviewing it. I would like to discuss next month the beginning of the procedural process that we, as a Board, wish to go through as we review and move toward our new contract. It expires at the end of the fiscal year and I would like to start the discussion next month.

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

#### **Supervisor Requests and Comments**

Mr. Crow stated I will meet with Ms. Eissinmann and visit with her regarding the item we discussed earlier about a joint workshop.

Mr. Collins stated my understanding of the State fund is that when monies are able to be taken out of the A fund, that we take as much money as we possibly can.

Mr. Moyer stated the latest directive appears that they are moving the threshold up to \$4 million. The first iteration was the greater of 15% or \$2 million. This iteration is 37% or \$4 million. If that is the case, we can pull all our money out of the A fund. I need to read it thoroughly to be sure, but it does look like that is the case.

Mr. Collins asked are we all in agreement that we want to pull all our money out?

Mr. Quinn stated that is what we agreed to at the last meeting.

Mr. Collins stated we pulled out all we could and then we received our assessments from the County tax collector.

Mr. Sunnarborg stated Mr. Collins worked on a letter that we decided to put aside for a while, given the holidays, and we were going to draft something for our website. The audit coming in early is one example of something positive that we have done. I want to make sure that we do not forget about that.

Mr. Moyer stated we will work on it.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Quinn, seconded by Mr. Akey, with all in favor, the meeting adjourned at 9:50 p.m.
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Paul Collins, Secretary

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Pete Crow, Chairman