

MINUTES OF MEETING
INDIGO COMMUNITY DEVELOPMENT DISTRICT

The continued meeting of April 28, 2010 of the Board of Supervisors of the Indigo Community Development District was reconvened on Thursday, April 29, 2010 at 1:05 p.m. at the Daytona State College, Building 100, Room 309F, 1200 West International Speedway Boulevard, Daytona Beach, Florida.

Present and constituting a quorum were:

Robert Welsh	Chairman
Kurt von der Osten	Vice Chairman
John Zemball	Supervisor (by phone)
Thomas Leek	Supervisor
John McCarthy	Supervisor

Also present were:

Jim Oliver	District Manager
Lynn Small	District Counsel
Jonathan Johnson	Hopping Green & Sams (by phone)
Peter Boudreau	Coast Oak (by phone)
Darrin Mossing	GMS, LLC (by phone)
Warren Bloom	Greenburg Traurig (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 1:05 p.m.

SECOND ORDER OF BUSINESS

Discussion of May 1, 2010 Debt Service Payment

Mr. Oliver stated at yesterday's meeting one of the agenda items was discussion of the upcoming May 1, 2010 debt service payment. In particular, we were talking about the series 2009 C bonds of which there is a shortage. The document you have before you shows the schedule and amount needed to make that payment. When staff was made aware of this shortfall they had recommended one solution for the board to consider would be to take funds from the operation and maintenance fund and put it back into the 2009 C fund. The reason I say that is because previously the board had approved the transfer of interest earnings on those bonds to the operation and maintenance account. At that time we thought there would be ample assessments

available to make the May 1st payment but as one of the unintended consequences that we spoke of yesterday that some of the assessments were not collected. Darrin Mossing of GMS has prepared this schedule in front of you, which the bottom line shows a shortfall of \$37,527. Another thing I would like to point out is if you look in section one; we have estimated ending fund balance after we did a cash flow analysis of this account. It appears that at the end of this fiscal year we will still have \$529,000 available. This will not impact our ability as a District to meet O&M obligations. We have the experts on the telephone in case there are any questions the board may have.

Mr. Mossing stated from a management perspective we would recommend to make that transfer to cover that May 1st payment. This will not impact the District's operation into the near future and these funds were generated from previously accessed assessments and interest earnings collected on that bond.

Mr. Johnson stated all of us on the staff side have had the opportunity this morning to look over the information that Darrin has provided and I think it is fair to say that we would renew our recommendation to you of yesterday, which would be to approve the transfer for the same reasons. I legally have some concerns that we have this last chance to prevent the draw of the debt service reserve fund using money that originally came from the 99 bond revenue account. It seems like we do have sufficient funds available and also, over time we have had a very good working relationship with the bondholders and to the extent that the partial payment or nonpayment by Coast Oak results in some additional process, which I would likely think would be either a foreclosure or some settlement of that. I think a good working relationship and my experience with other Districts that have had similar issues can be vital to insuring future cash flow during those periods and has tremendous value. I don't put that in front of you lightly but that is where we are at in terms of staff's recommendation.

Mr. Bloom stated I would reiterate everything that Jonathan and Darrin both said. The significance of \$40,000 being taken from the debt service reserve fund is greater than \$40,000. It shows to the market the deal is not working when in fact we think it should be working. As Darrin mentioned that money came from assessments, which are security for the bonds and from interest earnings that were on there. I'm not saying the District did anything wrong in taking them out because that is in the documents and the expectation was that the full assessments would continue to be paid but the transfer back would be worth a lot of goodwill. It is highly

likely unless some agreement is worked out on the lands that weren't paid for that we are going to be asking the District to foreclose. In other Districts what we do is generally work out some arrangement where the bondholders could free up some money held at the trustee level to pay for those services, which are required by the documents and the indenture and Chapter 190. No promises but in the past Districts that are stressed and aren't collecting sufficient O&M to operate bondholders have freed up money for that. If we start off on the wrong foot here we probably won't have the greatest relationship. At the end of the day that is probably not good for the bondholders and the District and the residents because it will prolong a period in which it takes to get back this land and begin some type of development. Not doing it is probably not a good thing for anybody.

Mr. Johnson asked "Warren, I know you used the words no promises and I know you can't make that commitment but it has been my experience in working with bondholders on other transactions that to the extent if there is a foreclosure and the District is short on O&M funds in the event that we would have to declare a default on the 99 bonds would it be reasonable for us to look at the bondholders for some funding for those kind of budgetary activities?"

Mr. Bloom responded sure. Every deal that we are on we have always recommended that action be taken and in fact the only Districts where we are not supporting O&M are those Districts that simply refuse to work with the bondholders. There are probably some who will eventually be in litigation with the Districts for not doing things that we have asked them to do. I am not threatening at all. The District had the right to take the money out but we just think it would be a wonderful and safe move to move it back.

Mr. Johnson stated if we think long term about what happened with Coast Oak not paying for all the units allocated to their property I think one of two things will happen; one is Coast Oak and the bondholders will not strike some deal or arrangement that they are currently discussing, which means the District would have to foreclose. The other outcome is if they do strike a deal, which will perhaps involve forbearance of payments or write-offs of some portion of the debt and we will then need to deal with them on making up the shortfall of the O&M assessment revenue. As your counsel I have been through this a number of times and I can't emphasize the value of the relationship to the extent there is not economic harm for the District in preserving that relationship.

Mr. McCarthy stated I would like to summarize what I believe to make sure that I am correct in exactly what has happened in the past couple of months. Coast Oak came in and bought the property from GMAC then ran an analysis on the properties and decided that some of them were not acceptable, so they decided not to pay the assessments. Is that correct?

Mr. Johnson responded that is absolutely correct.

Mr. McCarthy stated timing is everything, May 1st debt service needs to be paid and we are short. I have no problem taking the monies back out of O&M and paying it back. My concern is the next six months. If they are not paying the assessments now for the 1999 C bonds now and it looks like there is going to be additional short falls with the 2005 bonds then we need to budget this stuff. Let's say that Coast Oak does not pay the assessments and it goes to foreclosure then who gets the land?

Mr. Bloom responded if it goes to foreclosure and the District brings the foreclosure generally it would go to the District unless a single purpose entity was created.

Mr. Johnson stated when you foreclose there are two likely outcomes; one is you let the property sell on the courthouse steps and it goes to the highest bidder and those monies are used to pay off the bonds to the extent that they generate sufficient monies and if they don't then that is the investment risk the bondholders take. There is no deficiency process to come back to the District for additional funds. The other alternative is that the District can but is unobligated generally to credit bid, which means take the title even in its own name or create a shell entity to hold and then go out and find builders and Developers to buy it but that is a decision you would make much further down the line.

Mr. McCarthy asked within the next six months?

Mr. Johnson responded that is going to depend on how a foreclosure would proceed. It may be that Coast Oak would resist a foreclosure on the lands they haven't paid, so it could move very quickly but if there was to resistance then you are very dependent upon a judge's calendar. It could take six months to a year or even more if it was heavily litigated.

Mr. McCarthy asked and in the meantime that shortfall as far as the O&M is concerned will have to be made up some place else?

Mr. Johnson responded in many transactions what we have done is to ask the bondholders to fund money out of the reserve account to do that.

Mr. McCarthy asked this reserves you are talking about is held by the trustee?

Mr. Johnson responded yes. They have a number of funds in the trust estate.

Mr. Zemball asked it would be the same account that the money would be taken from assuming that we didn't transfer the \$40,000 out of the O&M fund?

Mr. Johnson responded that account or potentially others that may be under the indenture.

Mr. Bloom stated it would be that account.

Mr. McCarthy asked so in foreclosure there is a 50/50 chance that the CDD will end up with property?

Mr. Johnson responded that is a decision you have to make. The board would have to decide that. If we were to credit bid and agree to take the property usually one of the conditions proceeding to doing it would be an agreement with the bondholders that we are going to get funded for that, so we are not just taking on a liability.

Mr. Zemball asked we just went through this with GMAC, right?

Mr. Johnson responded GMAC did their own foreclosure and they took title. You wouldn't want to take the property if you didn't have some assurance that it was going to be in the District's economic best interest and the bondholders wouldn't ask them to do it if it wasn't theirs. That is a decision we both have to mutually come to.

Mr. Leek asked Coast Oak has not paid a portion of their assessment or they have not paid all of their assessment?

Mr. Johnson responded they paid all of their assessment on some units of properties and none of it on some units of properties. The net result is a partial payment but they paid in full for some and then they did not pay for others that they deemed unfeasible.

Mr. Leek asked unfeasible for what?

Mr. Johnson responded I'm using their words but I think either economically unfeasible that it couldn't be developed and sold for the value of the debt or structurally unfeasible meaning that they didn't feel they could actually get the rooftops on the footprints of the path.

Mr. Boudreau stated that is a correct assessment.

Mr. Leek asked so Coast Oak has gone back and looked at the individual parcels and decided that some of the parcels that they bought are not developable?

Mr. Boudreau responded they are not developable from the standpoint from being able to build all the assessed units that are assessed to those certain parcels.

Mr. Leek asked so the process to resolve this is to reclassify some of these parcels in some manner to the number of units that they think are appropriate or that we can agree are appropriate?

Mr. Johnson responded I think we, as the District is kind of sitting on the sidelines because we don't have any authority to cut a deal and eliminate units from the debt program. Those units are to repay the bonds. The best chance to make the property productive is we will write down the debt that is associated with those units and let you proceed. The other likely outcome is that the level is unchanged and we are at a foreclosure scenario. Warren, do you see a different outcome?

Mr. Bloom responded no.

Mr. Leek asked so it was clear what the density number of units was for each of those parcels when Coast Oak bought them, correct?

Mr. Johnson responded it's been on record since we sold the bonds in 2005.

Mr. Leek asked so they knew what they were buying and they knew what the density was when they bought it and now they changed their minds?

Mr. Johnson responded yes.

Mr. Boudreau stated I think Coast Oak may not have understood fully the assessed units and what was buildable and was not buildable, so having the project for 13 weeks we have analyzed the land and the assessed units and there is still additional work to go and at this point we have engaged in discussions with one of the bondholders and we have initiated discussions with the trustee counsel, as well to work with the bondholders on a proposed solution. We are in the very early stages of that right now.

Mr. Leek asked and you have chosen not to pay the assessments and work it out later and cause a hardship for the District rather than to pay them and work it out later even though it as part of your purchase from GMAC that was a known obligation?

Mr. Boudreau responded we paid certain parcels in full and in fact we went back and took care of the obligations for 2008 and 2009 taxes on those certain parcels and that was all paid. The off roll assessments were paid in April.

Mr. Leek stated that doesn't answer my question but I think I understand what you are doing, so the hardship that we have now because of the shortage we can deal with out of our operating funds but the next one is six months we may not be able to. To summarize what I

heard was if we are not able to we either damage our relationship with the bondholders or we get them to kick in extra in order to allow us to foreclose and take whatever litigation we need to take in order to get Coast Oak to meet their obligations and promises at the time they made this deal, correct?

Mr. Johnson responded I think you are generally correct. Before November 1st rolls around we need to make a lot of progress on resolving the situation and if we have not then clearly it looks like from the numbers the monies that were transferred out from the interest earnings are not going to help us next time but we will have started off on a very good foot with the bondholders who are likely then our source of financial assistance both on process costs and operation and maintenance costs.

Mr. Leek asked so in the next six months someone needs to work out a deal with the bondholders for them to accept less than what was originally promised in that bond because Coast Oak is backing out on their deal?

Mr. Johnson responded that is what Coast Oak decided to do. If the two parties do not reach that agreement then Coast Oak either needs to step up and pay or face foreclosure of their property.

Mr. Leek asked what is Coast Oak's criterion for determining which parcels they are not paying on and which they are?

Mr. Boudreau responded we looked at certain ones that were feasible based on the acres, assessed units per parcel and the ones we deemed feasible we paid those and others that required further review and analysis on our part we did not pay. Obviously, there is additional work involved there that needs to be completed. We have engaged in those discussions with the bondholders and continue to do analysis on those certain parcels.

Mr. Welsh asked why would you come in and buy this property without doing an investigation of what was manageable and what wasn't? You just don't go in and buy property without looking at the parcels and decide what is and what isn't.

Mr. Boudreau responded I cannot speak to that because I joined the company after the closing occurred.

Mr. Leek asked if you have done an assessment and you think the number of units is only have as much as what a piece is being assessed for then why not pay half of your assessments instead of zero?

Mr. Boudreau responded there are certain parcels, like southwest 30 where we believe the residential units were infeasible. In a short period of time we worked through a parcel split where we deemed that the UTC portion of southwest 30 were feasible, so we went ahead and split the UTC portion and we made payment on the UTC portion.

Mr. Leek asked so what percentage of your total assessment did you not pay?

Mr. Boudreau responded I don't have those figures off hand.

Mr. Mossing stated it looks like they paid overall between all of the homes about 18%.

Mr. Leek asked they paid only 18%?

Mr. Mossing responded yes. The \$263,000 divided by \$1,489,000. On the debt service portion the arrangement was only 60% of the debt was due on April 15th. The other 40% is due maybe October 1st. The operation and maintenance was due in full.

Mr. Leek stated I'm trying to find out the percentage of the total that they bought that they are now saying is not developable in the same state as when they bought it.

Mr. Mossing stated I think it is going to work out to approximately 45%.

Mr. Leek stated I know what is going on now, so that is all the questions that I have.

Mr. von der Osten joined the meeting.

Mr. Zemball asked in the southwest portion is there also a question of lots that are currently platted?

Mr. Boudreau responded all of the southwest lots that are developed those lots were paid.

Mr. Zemball asked is a replat what you guys are considering to make some of the lots larger?

Mr. Oliver stated I think he asked you if your proposed replat so that the proposed lots will be larger or is it because they cannot be developed?

Mr. von der Osten stated the only preliminary plat in the southwest is the southwest 29, which is platted and developed and then there is some layouts for southwest 28 but the others do not have a preliminary plat. There might be sketches of land plans but if you actually go in and look at units there are a few parcels that have preliminary plats. There is a parcel on here that does have a preliminary plat, which nothing was paid on and that was southwest A and B. The majority is just pure raw acreage that never had any land plans developed for. I don't think there is a single rule that applies to all these parcels because I realized that if you look at those parcels there is so much wetlands on them there is no way you could get the units on those parcels.

There are parcels where the majority of the land has been lost to regulatory agencies by the water management district or the Corp. Some of these others are just pure and some have been laid out like southwest 28A and B.

Mr. Leek stated I can see where that can affect that kind of process but I'm not so certain that 45% is reasonable in my mind.

Mr. Welsh asked does that mean that 55% of those properties that are developed you would have to assess them at a greater value then you would if you developed 100%, correct?

Mr. von der Osten responded if you have less units but the same amount of debt then yes.

Mr. Welsh asked so that means that everybody is going to have to pay a larger assessment than you had originally anticipated, correct?

Mr. Leek responded mathematically that is what it boils down to. If your expenses are the same and you have fewer units the per unit on the O&M is more.

Mr. von der Osten stated just on the O&M, not the debt.

Mr. Leek asked has Coast Oak provided us with a plan that says which ones they haven't paid on and what is wrong with those that they think they shouldn't pay?

Mr. Boudreau responded we have not provided that information. As I mentioned before the parcels that were not paid that information was provided to the District and our first step is to engage in discussion with bondholders to work towards an agreement with them. After an agreement is reached with them then we will come back to the board with a proposed plan.

Mr. Leek asked have you provided the bondholders with the information that I just asked about as to why each parcel is not acceptable?

Mr. Boudreau responded we have not provided a specific breakdown of each individual parcel yet. What we have provided them with is a general assessment of the property.

Mr. Zemball asked do you have an anticipated timeframe for negotiating with the bondholders?

Mr. Boudreau responded our goal is to do it as efficiently as possible. There isn't a timeline. I guess it really depends on our discussions with the bondholders and through the trustee counsel, as well as the District.

Mr. Zemball asked is there a chance that an agreement could be reached by November?

Ms. Small responded obviously there is no way of anticipating how soon a workout can be reached or if a workout could be reached between the bondholders and Coast Oak. The other alternative is that the bondholders direct the District to foreclose on those unpaid parcels.

Mr. Bloom stated that is right. Either there is some type of consent arrangement or there is a foreclosure or to the extent that the owner of the delinquent property does not want to fight it they could give the District or an entity created by the trustee the deed. I can't tell you how long it would take. If you would have asked me a couple years ago how long something like this would take I would have said a couple months but that hasn't been the way it has worked out in a long time.

Mr. von der Osten asked if the District does foreclose on these parcels then the District becomes the deed holder?

Mr. Welsh responded the District.

Ms. Small stated when you obtain a final judgment in foreclosure it is in the name of the District. There is a foreclosure date set and is sold on the courthouse steps and either someone buys it, so you have a new landowner or no one buys it and it falls to the District and the District if they chose can establish a special purpose entity to obtain that property and then eventually find landowners to sell off that land.

Mr. Leek stated it looks to me like our date is not six months from now. It is October the 2nd because they have another payment of \$410,000 due on October the 2nd. I'm looking at the revised payment schedule and they were supposed to pay \$1,079,000 on April 16th and they paid \$263,000 and then they have another \$410,000 coming due on October 2nd. Is that right?

Mr. Oliver responded that is correct.

Mr. Leek stated this looks like a big problem that is going to get bigger. The total they had due on debt service and O&M was \$1,079,000, right? They paid less than a quarter of that. There is another \$410,000 coming due on October 2nd, so if they pay 100 of that they will only be about \$1.1M short of their obligation.

On MOTION by Mr. Leek seconded by Mr. Welsh with all in favor Transfer of the O&M Funds to Cover 2009C Revenue Account for the May 1 st Payment Shortfall was approved.
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Mr. Oliver asked do you want to carry this issue to the next scheduled meeting?

Mr. Leek responded yes.

Mr. McCarthy asked do you know when we start the budget process?

Mr. Oliver responded it will actually start with the next meeting. We will have you a proposed budget at the May 26th meeting and adopt at the August meeting.

Mr. Welsh stated I worry about this.

Mr. Leek stated I am too. It is a big deal and I think I clearly understand what is happening. I wouldn't predict outcome but I would say it is going to be difficult for someone who takes this kind of action to establish themselves as a credible partner with the bondholders and with the District.

Mr. Welsh stated especially if they have not informed the bondholders of what percentage of land is.

Mr. Leek stated whatever it is their actions have created a hardship for the District and a hardship for the District is a hardship for the bondholders. In my mind that kind of sets the stage for a pretty contentious process based on my past experience of getting this resolved and that is always a long and expensive process.

Mr. McCarthy asked can we get a breakdown by individual assessment?

Mr. Oliver responded for the ones that are platted we can do it by the platted lot and for the ones that are unplatted we can do it by the acreage. We will get that for you.

Mr. Leek stated I would like to see a color coded map too.

Mr. Johnson stated on behalf of all staff we really appreciate your time and energy on the situation we have been put into.

THIRD ORDER OF BUSINESS

Next Scheduled Meeting – 5/26/10 at 1:00 p.m. @ Daytona State College, Room 402L

Mr. Oliver stated the next scheduled meeting is May 26th and the proposed budget must be approved by June 15th, so Jim Perry will bring to you a budget to approve and that will start the budget process. You will have the next 60 plus days before you have a public hearing and adopt the budget.

Mr. von der Osten stated I think for that budget we have to be very realistic about projected revenues for next year.

Mr. Leek asked can I get a quick synopsis of yesterday's meeting? Was there anything significant that I need to know about before the minutes come out?

Mr. von der Osten responded probably.

Mr. Leek asked did we get the assignments made for what we need to do with Jubilee?

Mr. von der Osten responded we did an option.

Mr. Leek asked was the document I sent the basis for discussion?

Mr. von der Osten responded yes.

Mr. Leek asked who was here from Jubilee?

Mr. Welsh responded Mr. Fitzpatrick and Ms. Boyle.

Mr. Leek asked what did we tell them? In my document we had some tasks that I agreed with the president of their association that we would do. Basically, we would try to negotiate Jamie's price down. We would get bids on installing the shrubs that need to be replaced and include their guy in the bidding process. We needed to get the specific spot in the documents that say if you make the improvement you have to maintain the improvement regardless of whether it is on your land or common grounds. Did we assign those things?

Mr. von der Osten responded we actually negotiated. The first step we took was the section of property that are actually part of the Champions Drive improvements. We reviewed the plat map to determine the part of Champions Drive improvement, part of the CDD improvement and it really should have been a CDD maintenance area for the past four to five years that the homeowners association maintained, so we agreed that it was understood that it needs to be a CDD improvement. The common area actually begins about a third of the way past the entry monument and it goes to Tournament Drive. It is Jubilee common area and up to that point it is all right-of-way. At that point the number adjusted based upon what we had from Rountree landscaping. It was \$495 to maintain the balance of the hedges in the common area.

Mr. Leek asked in Jubilee?

Mr. von der Osten responded yes, in the Jubilee common area. We decided that it would be a good idea that that hedge was a continuation of the entrance landscaping. The board had an interest of keeping that there rather than having the homeowners association pull it out. We agreed we would negotiate with our vendor to maintain it and then we would in turn share that \$495 fee, which lowered their cost to \$250 per month. We did meet half way on the cost of maintaining that strip of hedges on their common area. Mr. Fitzpatrick was acceptable of that and was going to take it back to his board. The issue then came up from Ms. Boyle about what happens with all the money they spent in the last four or five years maintaining CDD property,

which the lake bank and hedge. Our bids came up to \$3,000 per year. The point was made by the audience and the HOA. They said they spent over \$10,000 in maintaining the CDD area and they wanted to know what they get for that and the discussion was the plant replacement of that hedge.

Mr. Leek stated I think you went too far. I wish I could have been here, so I could have relayed more of the discussion that we had when I walked this property with them. They haven't paid anywhere near that much in total for their whole landscaping. Right now, they pay \$800 a month.

Mr. von der Osten asked for what?

Mr. Leek responded for everything, except mulch. Their last proposal to me, which I completely rejected was they measure the linear feet of hedges down Tournament on both sides and down Champions on both sides and then they divide the percentage that they weren't taking care of that they want us to take care of into the linear feet and they pay us that percentage of their \$800. I said no we are not going to do that. Tournament has nothing to do with this. The only thing we are concerned about is this stuff on Champions. They said their guy is doing the same thing on the hedges on Champions. I said well obviously he needs to do something different then because the stuff on Champions is dying and falling over and the stuff on Tournament looks great. Their problem is they are so tight. They raised their dues this year \$5 a quarter and I took the pencil and said you have 119 people let's say 100 are paying, so if you raise your dues \$5 a month you can completely cover the \$750 a month to keep this stuff maintained. Greg is totally unreasonable. Ms. Gill was part of that discussion and she is reasonable and she is the one we need to negotiate with not Greg. He said they were cutting stuff over here that was not theirs either and they were paying their guy to cut it and that it was FP&L land. I told him to stop doing it. If it is FP&L land then let them do it.

Mr. von der Osten stated that came up and that lake belongs to Jubilee HOA.

Mr. Leek stated I told him if you don't want to cut the back of it don't cut it. It has nothing to do with what we are trying to negotiate. I think paying for 100% of the plant replacement is a little overboard.

Mr. McCarthy stated all we did was discuss from Tournament out to the entrance.

Mr. Leek stated Greg said they would just pull the hedges out and I told him they can't do that. They have an improvement and they are responsible to maintain it. I told him the

complaints we are getting now are from people driving in here and they can see the back of these houses and I said if you take that stuff what could happen Rennar could come in and put all new hedges in and bill you for it and sue you for the difference. Not that I want to pull back the proposal but that is a great deal for them. He will probably come back and said it was not acceptable. What I thought was supposed to happen is that we were supposed to have a discussion at yesterday's meeting and then I was to take that back to them and meet with them individually. I'll talk to Ms. Gill about it. We can fix it but we need to be careful.

Ms. Small asked are we waiting to speak to Ms. Gill before?

Mr. Leek responded apparently we need to hear back from them.

Ms. Small asked so the direction is still the same from yesterday?

Mr. von der Osten responded yes.

Mr. Welsh stated I would like when we run these meetings that we do not let people interrupt during the meeting and we make them speak under audience comments.

Mr. Oliver stated I agree with you 100%.

Mr. von der Osten stated I had requested some sidewalk repairs from the City of Daytona Beach several months ago. Lynn and I met with the City Public Works Director and the City Attorney. The City said they are not responsible for those sidewalks because they were damaged by trees. Lynn let them know they are responsible for the sidewalk and they said that typically their method of repair is to go in and rip out the roots. We can to the conclusion that we need an arborist to do an inspection and then look at options on how to repair the sidewalk. The City estimated \$26,000 in sidewalk repairs. They don't want to spend that to have the same problem in five years because the trees are growing, so we really want to get a long term solution.

Mr. Leek asked are you just going to redirect that sidewalk out around the trees?

Mr. von der Osten responded we had discussed that too.

Mr. Leek stated I saw where the pressure washing company stopped cleaning. Of course, they blamed it on Rountree for putting some chemical on the sidewalk that caused rust stains. I have seen those same rust stains everywhere.

Mr. von der Osten stated last month there were weeds out there and Rountree's irrigation washed away their weed killer.

Mr. Leek stated that is another thing that we discussed was irrigation. The CDDs irrigation is still running down the south side of Tournament.


Mr. von der Osten stated yes. It runs on all sides.

Mr. Leek stated nope. The north side they have their own valve. It must have been changed at some point. The one on the south side is CDD. They would like and I would like to fix that, so they have control over it because they complain about when it runs.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Welsh seconded by Mr. Leek with all in favor the meeting was adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman