

MINUTES OF A UTILITIES COMMISSION STAFF WORKSHOP MEETING HELD
FRIDAY, APRIL 6, 2007, AT 8:30 A.M., AT 200 CANAL STREET, 3RD FLOOR DEBERRY
ROOM, NEW SMYRNA BEACH, FLORIDA

The U.C.'s Director of Engineering opened the meeting with the following persons in attendance:

J. White, Director of Engineering; Miguel Rodriguez, Electrical Engineer, R. Walter, New Business Representative; P. Duncan, Recording Secretary; R. Rodi, General Manager/CEO; E. Mahle, Public Information Manager; Jerry Johnson, Sr. and Derek Wainscott, representatives from Venetian Bay of New Smyrna Beach LLC; Randy Hudak, representative from Zev Cohen; Jim Cullis and Jade Brown, representatives of LandMar; UC Commissioner W. Allen, Jade Brown and Steve Garthe, representatives of Smith, Hood, Perkins.

1. Developer's Agreement Infrastructure

- a. Technical Presentation* - Developer's Engineers/Consultants (Derek Wainscott and Randy Hudak):

Mr. White confirmed all attendees were ready to get started and then introduced himself. He stated I'm just going to chair this staff workshop and as we start here we were going to hear a presentation expected from Derek Wainscott and Randy Hudak representing Johnson Group companies and I'd like to just before we start introduce the folks here at the table that are going to make the presentation. With me is Miguel Rodriguez who is an electrical engineer on my staff, who will not be assisting in the presentation, but he's my "body guard" today, to keep me from being beat up on. And Randy, why don't you just go on around the table and introduce yourselves.

The introductions were Mr. Randy Hudak from Zev Cohen and Associates; Mr. Derek Wainscott from DMW Consulting Group. Mr. Wainscott then stated just as a point of order Mr. White, we're representing Venetian Bay of New Smyrna Beach LLC, not the Johnson Group; Johnson Group is home builders, they're not developers.

Mr. White stated okay you're representing...

Mr. Wainscott reiterated Venetian Bay of New Smyrna Beach LLC.

Mr. White stated very good, okay.

Then the introductions continued with Mr. Jerry Johnson introducing himself and stated he was representing Venetian Bay; and then Mr. Jim Cullis from the Landmar Group.

Mr. White stated okay, I think with that we can go ahead with item a. on the agenda which is a presentation by this group; if Mr. Wainscott or Mr. Hudak would like to start.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. Wainscott stated I'll defer to Mr. Johnson at this time, we'll do a brief presentation and then we'll discuss the presentation afterwards.

Mr. White stated okay.

Mr. Johnson stated I think Mr. White, what we'd like to do is to give you an outline of some of the ideas that came out of our meeting from the other day. I think that it's probably a three part deal. After confirming someone at the table had received a page of their handout, Mr. Johnson continued with that the three purposes were to determine what infrastructure would be required for LandMar and ourselves to bring out and service the north side of S.R. 44 and west of I-95, and the south side of S.R. 44, west of I-95, which the LandMar (South Village) is involved in. We're involved, Venetian Bay, involved in the north side (North Village). What we had tried to do was with your engineers, our engineers, and LandMar's engineers to come up with basically the plan that you and your consultants have done and to see what has to be done in the near future and in the future futures of what commitments would have to be made to assure that we would be providing this infrastructure, off-site infrastructure, that would be in accordance with both what you all wanted and with our development needs on the west side of I-95.

Mr. Johnson stated we had talked about trying to divide up this infrastructure fee for a lot of reasons. One, there's a lot of this already in there in the ground that we have provided and when the other additional infrastructure needs are needed then we would have a time table and an agreement with you that either LandMar on the south or us on the north would put them in. For example we have, on the north side, we would have to put in and change that I-2 from a 12" line, which was on the original drawing, to a 20" line and bring that into the plant area which would then in effect provide with the supplies that are existing there now, according to our engineers, over 3,400 units of water at the pressures and volumes that you need under your criteria and the fire flow criteria.

Mr. Johnson stated and that is something that we feel and I think you all feel that should be done on a somewhat immediate basis. I think our time frame, we talked about having it completed in at least a one year period of time. That way we would not jeopardize or slow up any of the development work for either The Palms or the Venetian Bay area.

Mr. Johnson stated as we get into the other portions of the northwest there would be additional extensions of water projects along Pioneer and also coming back to tie into the Water Plant along Williamson Boulevard that would include W-114. That would provide a water source coming up Pioneer and then tying back into the water plant as well.

Mr. Wainscott stated Mr. White that would be project L-2 and L-3, coming over here to that project.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. White stated L-3, L-2 is this... (Mr. White was pointing to a map of the areas being discussed at this time.)

Then Mr. Wainscott stated well that's L-2, I-2 is along Pioneer Trail to the north.

Mr. White stated okay, my apologies, and then added a piece of L-2 already exists.

Mr. Johnson stated which would provide the loops that you and your consultants have showed the desire to construct in that manner. Also, we'd be aware and be responsible for a reasonable lift station and force main that is described as WW-X6, that would provide the wastewater feed back to the plant from that sod farm quadrant.

Mr. White stated okay, this area. (Mr. White was again pointing to a map of the areas being discussed at this time.)

Mr. Wainscott stated correct.

Mr. Johnson stated yes sir. And then the reclaimed portions, we have some of those, the S.R. 44 16" is already done, and we would also have the Port Orange interconnect which we would, I'm assuming Mr. Wainscott would be responsible for 50% of, is that what your, the R-29.

Mr. Wainscott stated let me clarify that Mr. Johnson, R-29 is a two part interconnect, one with Port Orange and one with Edgewater. The 50% would be the Port Orange interconnect, the south project would be required to provide an interconnect with Edgewater, that's the other 50%.

Mr. White stated we kind of anticipated, although there's no commitment or agreement that Edgewater and Port Orange would participate in the cost of their respective connections there.

Mr. Johnson stated we do though Mr. White have a connection at Airport Road with Port Orange on both water and reclaimed do we not?

Mr. Wainscott stated we have a connection with water.

Mr. White stated water only, and it has been modified by the WAV organization although that contract is not fully completed yet, they're having some delays.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. Johnson stated the continuation of what we started on Pioneer Trail for the reclaimed, that would again go back along the sod farm down Williamson, tie back into the wastewater plant.

Mr. Johnson stated and then the South Village, LandMar Projects, would be similar only on the south side of S.R. 44 that would also take care of the requirements as both you and their engineers see them to service the infrastructure for water, wastewater, and the reclaimed on the South Village.

Mr. Johnson stated the other part of this, okay, that takes care of the distribution system, we believe, to handle the, I think you guys believe, to handle the utilities as far as the water, wastewater, and reclaimed water. There's also some additional things in your addendum that you felt should be paid for by an ERU fee that would be a cost, an additional cost, to the developer, such as new well fields, new filters, a storage and pressure tank in the north side of the North Village, a reclaimed tank which I'm not exactly sure where that would be located, and then the components of the electrical distribution system and increased capacity to service the 16,000 units that were talked about for that area. So if we agreed to all of those things which is the wells, the filters, the tanks, and the electrical, that number comes up, your numbers come up to almost \$12 million, \$11,815,000. If we utilize the 16,000 units which you referred to at the meeting on March 27th, then if you divide that into that \$12 million or \$11,815 million, you come up to \$738.44 a unit which would be utilized to do the improvements that you feel down the road in the ten-year program need to be done. So that's how we came up with our number and I think Mr. Jim Cullis and I, and Mr. Cullis can speak for himself here in a minute, are willing to commit to the installation of the infrastructures that we went over and to paying for our share of what would be left of the ERU units and we could go ahead and get the show on the road.

Mr. Johnson stated as far as we are concerned with Venetian Bay, immediately we are willing and able to go ahead and install that I-2 pipeline, make it a 20" in lieu of the 12", and that will provide adequate fire and domestic service to both the Venetian Bay and Palms Projects at build out and that would be done immediately, or say it would be done within a one year's period of time.

Mr. Johnson stated our other consideration is that we would return the credit and infrastructure fee that we have of the \$544,000 (\$544,233.62), give that back to the utility company and then we would go and pay the up front fees that we have for what we are projecting to build and have on the books for Phase II, Unit 1, Phase II, Unit 2, and our golf course club house facility. The other development, San Marco, will be coming to you soon to do a development order or agreement, addendum agreement for their condo units and then there is another condo site there that will also be part of Venetian Bay. And we would be more than happy to do what we say here and we're just trying to find a fair playing field that the City will not be compromised, we will not be compromised as being not being able to provide the utilities for fires and builders and

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

that the taxpayers of New Smyrna Beach will not be hit with a dime. And Mr. Cullis, you may want to add to that.

Mr. Cullis stated I appreciate all the work that Mr. Johnson and his group's done and LandMar's in agreement with what's being proposed today. I still think, even though we're prepared to agree to the fee, we still want to take a look at the reclaimed tank. We were going to do some additional study to see if it made any sense for us to provide lined lake storage for those, for that reclaimed water instead of a constructed tank, you know a vertical tank in the air. It's pretty common in the development business to provide for reclaimed storage in ground instead of vertical, so I do think we'd like to go through a, if not today, you know a study to take a look at that. And if the conclusion of that, from the U.C.'s perspective is it doesn't make sense, we're happy to go ahead and fund the tank but I do think that's one thing we'd like to take a look at.

Mr. Johnson stated I do think Mr. Cullis that Mr. Rodi had stated that if they did build that tank, if I'm not mistaken, it would be on the Utilities Commission property and not on one of our properties; I think that's correct.

Mr. Rodi stated I think you were talking about the potable tank at the time, this is the reuse tank.

Mr. Johnson stated okay, I'm sorry, because I thought the potable tank they wanted to put on our property originally.

Mr. Rodi stated originally yes.

Mr. Johnson stated okay, but that's not there anymore Mr. Rodi.

Mr. Rodi stated well we haven't decided where that tank's going to go but I understood Mr. Cullis to say that the reuse tank should be converted to a storage pond.

Mr. Johnson stated that's what we would both like to do.

Mr. Cullis stated yes.

Mr. Johnson added if that works out with your engineering.

Mr. Wainscott stated I believe at the last meeting we discussed that and I believe there were some additional filters or something that would be necessary to accommodate that.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. White stated I would think there would be something probably.

Mr. Cullis stated but I propose that if you all took a look at it and it was acceptable for us, for Mr. Johnson to build a storage lake for the reuse he's using and for us on the south to build a storage lake for what we would use on our golf course and homes, then we could shift that responsibility to our specific infrastructure responsibilities and just change, just credit the fee.

Mr. White I think that its possible, you know there are a lot of things possible there, of course you raise all of those issues when you get into that, is it a dual use pond that is also storm water, is it complicated by storm water permitting issues, is it actually an ASR pond with the permitting and management issues of that, aquifer storage and recovery. He stated but from a physical and engineering standpoint I think that it'd be as, probably, definitely possible, it is probably a practical solution. I don't know how the costs would break and you'd trade probably some construction costs with some O&M costs. Sometimes I think some filtration and some disinfection after the fact would be necessary, you never know when you're going to have an algae bloom or something that you have to deal with and with the clogged lines if you don't have it refiltered, maybe you have a bunch of geese winter and you have to have a disinfection in again or you may not know what length of time that water would be there and need to maintain public access standards for it, you essentially, it'd be necessary to disinfect again somehow.

Mr. Cullis stated I would just recommend that we sit down and, I mean we've done it a number, number of times so we have the actual cost and history, and I think in the end I think the Utilities Commission will find out that they'd rather have us maintaining a lined lake than have to maintain a big storage, a concrete storage tank full of effluent.

Mr. White stated yes, it might be a good alternative, there are other ones of course, including Hypalon on top of the ground tanks, semi in the ground tanks of Hypalon or some similar materials, of course elevated tanks still exist and given some of the economics of those they have some merit too. So I would think that a study of that would consider all of the possibilities there.

Mr. Johnson stated and I think Mr. White we are willing to go whichever way you tell us and we are willing to pay our portion of that large a figure if that's what is determined to be the best, we're just saying if it can be something else that is just as effective with less money we would like to be able to do that.

Mr. White stated yes, I think that's reasonable. I was kind of intrigued by the suggestion of changing L-2 to 20" from 12", I think that's a pretty creative solution. I think as far as my review I need to look at it a little more but I believe on the east end of that, that connects to our 24", or near the east end of that. That might need to be connected down between here and here, might preclude this lines necessity completely or parts of it.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. Wainscott stated to Mr. White from an engineering standpoint what Mr. Hudak and I have discussed is you know amending, say on my part my construction drawings for Venetian Bay, Phase II, Unit 2, to include engineering of that line.

Mr. White stated L-2.

Mr. Wainscott stated I-2.

Mr. White stated sorry, I keep mixing those up, but I-2, the 20" versus 12".

Mr. Wainscott stated I-2 and Mr. Johnson is committed on behalf of Venetian Bay to construct that line as quickly as possible. And at that time we would provide engineering documents to go with the design which would include an overall analysis of the entire western service area and then from there, that's a starting point, we would break it down into those certain phases, and when we break it down into the certain phases, that's where some of the upsizing comes in because the tank's not in and to maintain pressures you bump up a few line sizes in your square. And at the end of those calculations you'd find another review of the overall system with the upsizes in and show how that works and engineering would tell you that the whole system would work much better with bigger main sizes. And of course that's something that myself and Mr. Hudak would have to work out to make sure we don't accidentally put in a main size that doesn't take care of the entire system. So we're planning on working closely together on that and provide calculations to the Utilities Commission for review for both the water system and the reclaimed system because that is also another system that needs calculations to verify sizes.

Mr. White stated okay, it sounds like a pretty sweeping, pretty complex proposal. I'm sure interested by it, it has some significant possibilities that we haven't discussed. One is the possible connection of I-2 down to S.R. 44, if that were done then, what is it, S-11, might not be necessary in order to provide combined service to both the west area up towards Airport and south towards South Village. Is that South Village, that's what we're calling that now, okay.

Mr. Cullis stated yes.

Mr. Wainscott stated it's just how we're referencing it, it can be called many different things.

Mr. White stated okay, it's not a new name for the project. Did I understand that you were proposing not to have a potable tank?

Mr. Wainscott stated no sir, our calculations show that the potable tank would be necessary.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. White stated I think that it probably would be and operationally it would be in that your system becomes pretty vulnerable to outages if you don't have...

Mr. Wainscott stated no, we agree.

Mr. Johnson stated that's the point that you made that got our interest the other day, that there was only five minutes of water in those lines if you lost power at the plant.

Mr. White stated it's a very quick situation.

Mr. Johnson stated whereas if there was too much longer to the storage tank and that probably in itself took some of the wind out of our sails to try to move that or eliminate that.

Mr. White stated there might be different ways to deal with that tank and it's a part of the study that was done by Quentin Hampton and they have a preference or bias towards ground storage and pumps, I tend to think the other way just a little bit and have, probably because I've been an operator more, is have a bias toward elevated storage, but I think both options should be considered with regard to that tank.

Mr. Johnson stated all that we would ask Mr. White is that if it's on the property that you have asked us to reserve for that we would ask for the lowest profile tank to be considered.

Mr. White stated I understand some of the issues about the appearance of tanks and towers. So solutions have been, compromises have been made by making them look like golf balls or sail boats or some other things, pine trees, I don't know. But there are some operational advantages to having an elevated tank and if a pump doesn't come on for hours, including the pumps there by the tanks, you've still got a reserve supply of water and pressure. And there are energy saving design in that with a ground storage tank you take water that has already, already is carrying an energy level of say 60 to 90 PSI, or ahead of 150 to 250 or more feet, waste all that energy and then immediately re-pump which operationally bothers me. But I think it would be reasonable to consider that tank in the same light and if the numbers work that much better, propose that and if not then ground storage is successfully used all over the country.

Mr. Wainscott stated if I might ask Mr. White, what are the other locations the Utilities Commission is considering for the tank.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. White stated the location of the tank is not critical but it'd be pretty much located, a lot of area in that region it should be located obviously near one of the main or larger pipe lines. I would say anywhere from here, that whole larger region could do it. (Mr. White was pointing to the map of the area being discussed.) It would probably be a little bit better further west, somewhere around the Airport Road but there is some good value in this area here also. Now out in here is not a good spot and up in this area it would be not as good because it's remote from most of the use and would be on smaller lines as this is planned.

Mr. Cullis stated and from LandMar's standpoint, I mean we're more than happy to have ya'll take a look at any land that we have that's appropriate for the tank if it's easier for us to hide than it is for Mr. Johnson.

Mr. White stated well an elevated tank takes a lot smaller footprint, it doesn't have to have any significant storm water management, doesn't have to have, really doesn't have to have a pump house, it can be set on unstable soils just by sinking piles, much easier than a ground storage tank. You have, if it's a multi-legged tank, you have a few piles at two or three locations or a pedestal tank you'd have one foundation, and disturb a lot less land.

Mr. White stated again that's a pretty complex proposal, I'm sure that the Commissioners will be interested in it. Is that all contained on here or is there another?

Mr. Johnson stated there should just be three sheets there Mr. White that kind of spells out.

Mr. White stated okay, I really don't know what I can say other than it looks like it's worthy and deserves some serious and extended study and what I think that I need to do is review that and probably make a response to the Commissioners and to you. The next regular meeting is ...

Mr. Wainscott interjected April 16th.

Mr. White stated it's coming up fairly soon, I might be able to get a response on there by that time.

Mr. Johnson stated we would be more than happy, all of us, to work with any time.

Mr. White stated I know that the City Commissioners were interested also so the Commission may be interested in having another joint meeting so I really can't commit to how that will all come together, but you can be sure that we will develop a response and keep you posted of any information about a meeting to review it.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. Cullis stated the other thing that I think we ought to do, assuming this approach is acceptable to the Commission and the City Commission, then we'll start working on some triggers that match the proposed timing that you have in your master plan to give the U.C. some assurances that the end line infrastructure will be out way ahead of any of the development that happens. So where you have an immediate need, five year plan, and beyond five years, we'll match that up to our schedule for developing the south side and the north side and demonstrate to you that those improvements will be in prior to the need.

Mr. White stated yes, scheduling is of course a very difficult proposition in this circumstance. I'm sure that Commissioners, both entities will be really interested in such things as how it would be secured, the outer projects, the out year projects if that's a time spread scheduled program.

Mr. Cullis stated it's all triggered to ERU's so it gets a little easier for us just to make the commitment to have the infrastructure in prior to the ERU's and we can have a yearly review.

Mr. White stated well maybe that's a way to schedule it or time it rather than in days or years, schedule it in units, units North Village, units South Village, or something like that, or combined or both; there are a lot of possibilities there. On this calculation here, I think that the 16,000 ERU's that we talked about, I think that was, and I don't have the background document with me, but I believe that was 12,000 or 14,000 on the west of I-95 and some 4,000 or something, 4,000 to 5,000 on the east side, made the 16,000, there's some of that in here. And if you remember the section that Mr. Hood in his presentation he mentioned at that time that he represented owners of, was it 11,000 or 12,000, which was 80% or 90% of all the western zone. And I believe the proposal also raises some interesting questions that may be worth a thought, and I'm sure you've thought about them, but the problem that I have is how is this site figured into your overall ideas and some things right in this area.

Mr. Johnson stated I think that Mr. White, is in the calculations that Mr. Cullis were working out, Mr. Cullis was taking the responsibility to size, I believe, what was required for that area on the south and he would work out whatever reimbursement that he puts in there with those larger lines to service that.

Mr. White stated and you would have a development, a proposed to develop, a direct agreement with that party, is that what you're saying.

Mr. Johnson stated he's friends with the people doing that and that would just be something that maybe Mr. Cullis would responsible for and get reimbursed by the other folks.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. Cullis stated and they're allocated I think 1,600 ERU's so they're in all the calculations.

Mr. White stated okay. Does anyone else have anything to add?

Mr. Hudak stated can we get some, maybe some clarification on just a few technical issues so we can help fine tune our calculations.

Mr. White stated okay, do you mean here?

Mr. Hudak stated well it's up to you, we can do it here or do it separately.

Mr. White stated well go ahead and ask them and we can address whether I can help you here or it's something we need to do, if it's just information requests off line or something like that.

Mr. Wainscott interjected I think we can do it separately.

Mr. Hudak then stated we can just do it separately, that's fine.

Mr. White stated if they're just technical numbers and things.

Mr. Hudak stated right.

Mr. White stated okay, we can do that.

Mr. Cullis stated it's unlikely that Mr. Johnson and I would have much to add to that discussion.

Mr. Johnson stated no, that's like talking about electrical construction.

Mr. Cullis stated you know it's there when you feel your hand...

Mr. Wainscott stated no, we'll schedule a meeting with Mr. White if that's all right, with your office and with your other engineers if they are so inclined to discuss that.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. White stated that's fine. There was the plan to develop the, or do the annual review of the program in June or July, I guess that kind of hinges from what comes from this in that you know that we have a firm doing updated estimates of these costs and that might not be particularly critical if you were to, if you end up designing and building them outside that structure or that program. So there's a lot of things to talk about here, a lot of things to think about. I think if we have nothing else I think that we can adjourn and go about studying the proposal.

Mr. Johnson stated I just think that one thing is that on some of these things time is of the essence for us on a couple of things like we're trying to get power to our pump system to the golf course there, we're trying to get...

Mr. Wainscott stated for the reclaimed water.

Mr. Johnson stated yes, for the reclaimed water tap in there and also I think we're still trying to get and held up getting a permit to start the clubhouse building as well. If there's maybe something that ...

Mr. White stated okay, I think we have a policy issue tied into that, that we probably need to talk about a little and timely.

Mr. Johnson stated okay but if we can work out, while we're getting this down, if there's something that we can keep on going because we can't stop watering the golf course at this point and we've got to build the club house so we've got to do something, even if it's on a temporary basis and adjust it when we finalize this; whatever you and the Directors can do.

Mr. White stated yes, I see a need to do something there.

Mr. Johnson stated and that's all we're asking you to do, do something as soon as possible on that while we're working this through but I think you know that we're people of our word, we do what we say.

Mr. Wainscott stated Mr. White I'll mail you a complete list of the items that Mr. Johnson just said so you have them.

Mr. White stated okay, I'll look forward to that.

Mr. Wainscott added I'm sure you will.

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. White stated I'm serious, trying to be serious, I'll be glad to work on that with you.

Mr. Wainscott stated thank you for having us.

Mr. White stated any one else, anything before we adjourn.

Mr. Steve Garthe addressed Mr. White and stated I'm with Smith, Hood, Perkins, I work with David Hood. I would just like to clarify your, can you commit that you'll have a response to developers and something for the Commission on the April 16th meeting.

Mr. White stated all right it sounds like we have some interaction necessary. In other words we need to review this proposal and concept, we need to review numbers with Mr. Wainscott and Mr. Hudak, and there's probably some policy issues that need to be discussed with the CEO and how he wants to take that forward. I have no ability to commit the Commission and I don't control their agenda so I can submit things and use my best efforts I guess is my answer.

Mr. Johnson stated to Mr. Garthe, I would assume that they have made some good will just as we have efforts to bring this to a responsible conclusion in the shortest period of time and let's assume that's going to happen.

Mr. Garthe stated okay.

Mr. White stated that is a point, about ten days.

Mr. Cullis stated we'll at least be able to review in concept the proposal.

Mr. White stated and in ten days then we'll have to have a little decision point about how to deal with agendas and whether we get City Commissioners involved at that point or then later, some decisions like that but I think the 16th would be our first opportunity really to do that.

Mr. Rodriguez stated to Mr. Wainscott, if I may add, on the email to Mr. White, please include your needs for electric service.

Mr. Johnson stated I'm not sure, I think in that deal there we have assumed whatever the City said is correct and we have not changed that because Mr. Wainscott...

1. Developer's Agreement Infrastructure

a. Technical Presentation - Developer's Engineers/Consultants (cont.):

Mr. Rodriguez stated no, what I'm talking about is there are some buildings we have talked about and some areas that we have talked about providing service at...

Mr. Wainscott stated the pump house is critical.

Mr. Johnson stated I thought you were talking about the theory of it.

Mr. Rodriguez stated model homes and that kind of stuff.

Mr. Wainscott added the trailer, the construction trailer, there's a few minor little issues; I'll be happy to include them Mr. Rodriguez.

Mr. White stated all right we will work on them and then concluded the meeting by stating thank you gentlemen very much.

Several thanked Mr. White as well.

The staff workshop meeting concluded at 9:15 a.m.