

University Park Recreation District

12051 Corporate Boulevard, Orlando, FL 32817 Phone: 407-723-5900

<http://universityparkrd.com/>

The workshop meeting of the Board of Supervisors of **University Park Recreation District** will be held on **Tuesday, February 2, 2021 at 10:00 a.m.** via telephone and video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, and 20-246 issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. The following is the proposed agenda for this meeting.

Meeting ID: 872 7538 4743

Passcode: 072000

Join meeting via Zoom:

<https://us02web.zoom.us/j/87275384743?pwd=NUd2WG1mMjRjUVFiazZ0ZEREN0JkUT09>

NOTE: If you are calling into the meeting by phone or Zoom, please MUTE your line!

BOARD OF SUPERVISORS' WORKSHOP MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Discussion

1. Master Planning presentation by Fawley Bryant
2. Membership Dues, Categories, Access and other considerations - Overview
3. District Management Discussion
4. Discussion Pertaining to Mutual Cooperation Agreement and Notice Requirement to UPCA
5. Discussion about Agenda Items Preparation for Future Workshop and Workshop Participation Options

Adjournment



University Park Recreation District

Master Planning Presentation by
Fawley Bryant

University Park Recreation District

**Membership Dues, Categories, Access,
and Other Considerations**

AN EVALUATION OF THE UPCC DUES STRUCTURE

INTRODUCTION

Based upon current pricing and dues structure, it is likely UPCC will be caught in a never ending cycle of assessments and borrowing in order to meet capital needs. Current financial information points to this issue becoming critical in about two years as excess funding from bond financing runs out. Benchmarking research clearly shows the vast majority of clubs satisfies capital needs through initiation fees and dues. This is a natural conclusion. An in depth search of country club financials clearly along with our own benchmarking studies show that virtually all clubs lose money on offered amenities, the most important being golf, tennis and food.

The current business model under which UPCC operates can not meet the future capital needs that will be required to meet member needs and expectations. History shows that membership numbers have been consistent, and there is no evidence among clubs that increased capital improvements will substantially alter membership numbers. In fact, to expect new members to cover the cost of these expenditures would require a net gain of 20 full family memberships (including initiation fee) with minimum tenure of 5 years for every \$1,000,000 invested. This is an unlikely scenario under present conditions.

The reality is that our club is at close to capacity. The tee times are full. The tennis courts are full. Many special dining events are at capacity. Much more usage by a substantially increased membership could in effect begin to erode membership, particularly golf. Length of play is an often heard complaint from golfers.

Significant change will be required to avoid what could become unmanageable debt, which will only be tamed by hefty assessments on the membership. Even with a new model, significant debt will probably have to bridge the gap before the effect of any new approaches take effect. Difficulty accumulating capital reserves in no way implies that there are any problems meeting operational financial targets. Our difficulty is that a good portion of operating surplus is allocated to fund Recreation District overhead caused primarily by statutory requirements.

Any new program has to be evaluated in the context of our market. As we look at who is here – by and large we are over 65. We come through the gate basically starting a new lifestyle. We know few people. Normally, we come as a couple and, because it's Florida, can expect frequent visitors of family and friends. We are retired and have enjoyed some success. In many cases, we belong or have belonged to a country club. Being older, with kids gone, we don't cook as we used to. And, frankly, we don't have a lot of time. We are a very homogenous community. While this may be a relatively similar demographic to Florida clubs, it is most likely not like the northern club where we came from. Unique to resort areas like Sarasota are the number of club choices, private and semi-private, available. Outside a resort area, a city the size of Sarasota might offer only two or three convenient choices. Here there are 15 within 15 minutes. For the most part, the choice of a club is made when the choice of a residence is made.

MEMBERSHIP CLASS PRODUCTIVITY FOR CAPITAL ACCUMULATION¹

We know that initiation fees and dues fund the operational short falls of the amenities offered and are the primary means of accumulating reserves for capital expense. Simply analyzing the dues structure of other clubs, particularly private, does not tell the whole tale as annual dues are often supplemented by capital and/or debt surcharges. This is not unlike the COVID surcharge at UPCC that does not appear on the dues schedule. We also know which dues classes provide more revenue just by looking at the dues structure. Golfers pay more because the operational cost of golf is greater. Logic would tell us that dues would be constructed to cover the cost of the amenity plus a reasonable amount for capital reserves and general operating costs. Once the cost of the amenity is covered, each class should contribute to the club on a somewhat equitable basis, but it would not be unreasonable to find golfers supporting a little more of the burden because of the capital needs of the course. Here we will examine the productivity of a membership class and how much each membership class contributes to capital after allowing for the losses of the amenity it represents.

Resident Membership

The principal amenity for this class is food service. Each of UPCC's 1200 members has the ability to utilize the food service facilities. To equalize the "productivity factor," a dues amount of \$700 has been assigned to each member. This would be the approximate average social member dues when combining single and family membership.

$$\begin{aligned} & \$700 \text{ per member} \times 1200 \text{ members} = \$840,000 \text{ per year} \\ & \text{The food service loss this year is estimated to be } \$546,000. \\ & \$840,000 \text{ annual dues by those entitled to food service} - \$546,000 \text{ loss} = \$294,000 \text{ for other uses} \\ & \quad \underline{\$240,000 \text{ surplus}} = \text{\$245 per member available for capital and operational use} \\ & \quad 1200 \text{ members} \end{aligned}$$

Tennis Membership

Combining family and single membership would average approximately \$3,100 per year for a tennis member. \$700 has already been accounted for in the food service amenity leaving \$2,400 per member for tennis. There are 111 tennis members.

$$\begin{aligned} & \$2,400 \text{ per member} \times 111 \text{ members} = \$256,400 \text{ per year} \\ & \text{The tennis loss this year is estimated to be } \$260,000 \\ & \$256,400 \text{ annual dues for tennis} - \$260,000 \text{ loss} = (\$3,600) \text{ for other uses} \\ & \quad \underline{(\$3,600)} = (\$32) \text{ per member available for capital and operational use} \\ & \quad 111 \text{ members} \end{aligned}$$

Taken alone, tennis dues do not cover the costs of the activity nor does this membership class contribute to club operations. If the dues of 100 sports members were added to tennis, it would add \$100,000 and show a positive contribution of about \$500. However, those members do not use the tennis facilities.

¹ Some numbers have been rounded and estimated. This does not distort the conclusions.

Full Membership

Applying the same formula, combining individual and family and deducting \$700, annual full member dues would approximate \$6,900. There are 312 full members. The primary amenity for full members is golf.

$$\begin{aligned} & \$6,900 \text{ per member} \times 312 \text{ members} = \$2,152,800 \text{ per year} \\ & \text{The golf loss this year is estimated to be } \$1,222,000 \\ & \$2,152,800 \text{ annual dues for golf} - 1,224,000 \text{ loss} = \$928,800 \text{ for other uses} \\ & \underline{\$928,800} = \mathbf{\$2,978 \text{ per member available for capital and operational use}} \\ & 312 \end{aligned}$$

SOME DISCLAIMERS

The conclusions are not quite as black and white as they seem. The extensive outside play dilutes the cost of golf to members. Some full members play tennis, but no full member dues amount has been added to the tennis total. Sports members have not been fully calculated into the totals. The numbers are not precise but show the trend. Regardless of these and other circumstances, it is clear that a substantial portion of operating costs is supported by full members. There is a misplaced perception among some in our community that the money is disproportionately spent on golf to the detriment of other activities. The reality is that golf disproportionately supports other activities. This does not imply the circumstances should substantially change, only that some perceptions are wrong.

LEARNING FROM OTHERS

As stated before, we know that the main sources of capital formation by country clubs are initiation fees and dues. As a semi-private club, high initiation fees are not a reasonable option. It is one reserved for private clubs. High fees to join what is essentially a public course is illogical. As a Recreation District, equity memberships are not available. We must look to dues. Nationwide, club memberships are steady or declining. Also as stated before, a substantial increase in membership numbers for us is not probable, though strong efforts must be implemented to maintain our current levels and, hopefully, modest increases. Small increases in membership will support operational aspects but will not fund important capital projects. Is there a common denominator within the dues structure of clubs with strong capital performance? I believe there is. The dues are simplified. In these successful clubs, membership options are usually limited to social or full with some allowances for younger members and/or seniors.

SOME CONSIDERATIONS

We are about to undertake a very large remodeling project which will freshen the look of our club. Concomitant with that, a strategic plan is wrapping up, which will expectantly include recommendations for new amenities that can be quickly implemented adding to those included in the renovations. All of this should add significant value to our membership proposition. Below are some approaches to consider. They are not recommendations. They are points of discussion, suggestions for consideration. They are all intended to increase dues income and add to our capital reserves. Some short term, some long.

1. The COVID surcharge, or other surcharges in the future should be applied equally to all premium (other than social) classes of membership when intent is to offset costs of general operations, services or improvements. A member recently asked me the question, "Since golf has increased during COVID and golfers already pay more, why is the surcharge higher for golf members?" It was a good question.
2. Simplify membership offers by eliminating single or family options in the various membership classes. This is particularly applicable to social members though it should be extended to all classes. We are a neighborhood that predominates in couples, no children. It is only logical that both are using the club in some form.
3. Tennis dues appear to be too low. An increase is a realistic possibility by a minimum of \$1,500 to \$2,000. Immediate for new members; over two years for existing members.
4. Social memberships to \$1,000 with a \$1,000 initiation fee. This assumes new amenities that will be available to social members. There are myriad possibilities for additional social programming, but that discussion is off the subject here.
5. Maintain existing membership classes for existing members. All new memberships are social or full with a special class for widows/widowers who have been full members for 5 years, dues at 1/2. Currently, 1 full membership equals 5 tennis memberships in terms of capital contribution after the cost of the amenity. If tennis and sports memberships were eliminated immediately (which is not a suggestion, just an illustration), it would represent a loss of 200 members of which only 55 would have to elect full membership to replace the revenue. That would be too disruptive to the community but is presented to show the feasibility to begin a full membership approach. With membership remaining steady and turnover at 7%, it would take approximately 15 years to convert to full or social membership only. Today's membership stands at about 700 social, 500 premium (sports, tennis, golf). With only full membership available one could expect the total number with other than a social membership to drop. At the end of the 15 year period 800 social and 400 full members would be reasonable speculation. Assuming a \$1,000 social membership and \$1,000 initiation fee and \$8,600 for full membership and \$5,000 initiation, this approach could generate, in today's dollars, approximately \$500,000 in additional annual dues revenue and about \$100,000 in additional initiation fees and is not disruptive to current members.

Number 5 is a radical departure from the present with a fair amount of time before it becomes productive. In the interim, a combination of 1-4 could generate \$350,000 annually in relatively short time (2 to 3 years), allowing us to continue to implement our master and long range plans with some financial stability. None of the above considerations is "ready for prime time," but they are worthy of serious examination. No single approach will solve the capital needs problem, but steps must be taken soon to prevent a serious shortfall. Changes to the dues structure, other than immediate, large increases, will take a few years to have significant impact, so there is an urgency. Under the present model the only option available to implement a continuing program to upgrade and maintain a first class facility will be debt/assessment to a degree that it would meet with resistance that could be harmful to continued prosperity.

Bill DiPaolo
January 7, 2021

A PERSPECTIVE ON ALLOCATION OF DUES AND CAPITAL

This memo is intended to:

- A. Provide a perspective on whether current dues levels are ‘in the ballpark’ for the category of Membership
- B. Start a discussion on possible approaches to achieve our capital needs as suggested by our Benchmarking Work last month.

Perspective on current dues levels

Let me begin by saying that allocation of dues to specific offerings and amenities is complicated and may potentially lead to erroneous conclusions. For example, many golf members enjoy both golf and tennis and the fitness center. Couples where one is a golfer most often always opt for the full membership, even if the spouse only plays tennis or goes to the gym, or just plays cards or mahjong. Food and beverage service is an amenity available to all. Full members are F&B’s most ardent customers. To allocate F&B equally across Membership classes may introduce anomalies.

It would seem to me that the only expense that can reasonably be allocated across membership classes is General and Administrative. The G&A is the ‘social fabric’ that makes our club a Club, and is integral to the University Park community. Should we allocate the cost of that social fabric by member count, or revenue, or expense? For this perspective, and for simplicity, I chose to allocate 50/50 by member count and dues revenue.

Using dues, the G&A allocation, and attributable expense in the FY21 budget, I find that dues for each class of membership are ‘in the ballpark’. Detail is in the attached worksheet.

Category	Surplus (Deficit)
Full	317,000
Tennis/Sports	(97,307)
Social	(136,151)

Given the difficulty in the arithmetic of dues allocation our dues structure is reasonable.

If there is a belief that golfers are being subsidized by other members on an ‘operating basis’, this analysis would refute that hypothesis. The fact that full/golf members generate a greater operating surplus which can then be applied to capital is likely appropriate, as the golf infrastructure has significant long term capital requirements.

As many full members are also active in tennis and fitness, the full member surplus may be overstated and the tennis/sports understated to some degree. Nevertheless, these findings may imply that modest increases in social and tennis/sports dues are appropriate.

This result is also in line with the Greater Sarasota Survey of competitive clubs. Our dues are generally in line with local competition, some are higher, some are lower.

There may be opportunities to reconsider Membership Classes and Benefits, and find ways to attract more members, better meet their needs, and generate additional revenue, but that is a separate discussion.

An approach to address our capital needs

Club Benchmarking's best practices notes that a focus on the profitability of specific amenities is inherently a customer orientation, and that successful Clubs focus on an 'ownership' or capital orientation.

While the operating budget is at or near breakeven, delivering value to members, the Club Benchmarking perspective is that a Club of our size should generate ~10-12% of annual revenues in capital 'reserves'.

These capital reserves are used to broaden amenities and modernize facilities, which in turn secures new members, creates greater satisfaction, and supports the dues and capital that are necessary to be financially viable and successful over the long term.

For us 10-12% would mean a capital 'budget' that would generate \$800,000- \$1,000,000 per year. We currently generate about \$135,000 from Initiation Fees that we attribute to capital. What are some ways to get there from where we are?

Option	Comment	Overall Impact
Increase initiation fees by 50%	Initiation fees have not increased. Competitive clubs charge more	\$200,000
Attribute 10% (?) of all outside play to Capital Budget	We should not 'consume' all of the benefit of outside play in services and amenities; some should go to long term infrastructure	252,000
Attribute a certain percentage (7%* ?) of	We should not 'consume' all dues in	226,000

annual dues to Capital Budget	services and amenities; some should go to capital.	
Attribute a certain percentage of non-member F&B revenue to capital	We should consider an F&B surcharge for non-members; or a 'discount' for members.	25,000 ??
		~700,000

= * If achievable while maintaining at least operating breakeven

Something like these charges could get us started on where we want to be. They might even be implemented retroactively in FY21 financials and incorporated into the budget for FY22. Even so, an additional \$300,000 annually is still needed as part of a longer term solution.

Further work needs to be done to determine if these initial changes would still allow for an operating budget with a small surplus. If not, it would likely require capital from other sources. Options may include capital (not operating) contributions from residents, capital dues from members, realty fees, required membership, and others.

FY 2021 BUDGET

	Dues	Dues%	Members%	G&A Apportioned (E+F/2)	Expenses	Surplus/(Deficit) (D-G-H)	Outside Play	Surplus/(Deficit) (I+K)
Full	2,319,087	72%	26%	778,883	3,748,497	(2,208,293)	2,525,706	317,413
Tennis & Sports	482,220	15%	17%	251,471	328,056	(97,307)		(97,307)
Social	435,271	13%	58%	571,422	-	(136,151)		(136,151)
	3,236,578	100%	100%	1,601,776				

From Budget:

Total G&A + Insurance 1,601,776

G&A is a function of where money is spent on staff and number of members -

For this presentation allocated 50/50

University Park Recreation District

District Management Discussion



MEMORANDUM

pfm

12051 Corporate Blvd.
Orlando, FL 32801
407.723.5900

pfm.com

TO: University Park Recreation District (UPRD) Board of Supervisors

FROM: PFM Group Consulting, LLC

Date: January 2021

RE: Summary of the Conference Call Discussion of Management Services

Members of PFM had a conference call on January 18, 2021 with the following UPRD representatives; James Case, Laurie Evans, John Fetsick and Mark Barnebey to review the District Management Services for UPRD. The following is a summary of those productive discussions.

The group discussed in detail the District Management Services provided to UPRD and the distinction between which services are regulated versus the unregulated services PFM currently provides to UPRD.

Attached is the scope of the District Management Services provided to UPRD per the existing contract and which were reviewed during the conference call.

To enhance communication and coordination, the representatives that participated in the conference call agreed to incorporate reoccurring conference calls 2 weeks prior to each Board of Supervisors meeting, commencing January 28, 2021, to review items coming up with the District and any new items that need to be addressed.



Lastly, the group reviewed the current pricing of District Management services for UPRD and how PFM determines pricing for our clients. Ms. Carvalho explained that pricing of District Management services are not based on an estimated hourly rate for a particular client. Instead, fees are determined based on a variety of factors including, but not limited to, the frequency and number of Board and committee meetings, duration of meetings, the number of required and requested management reports, activities related to the District, number of district bond issuances, and life stage of the District. Ms. Carvalho emphasized PFM's desire to maintain the client relationship with UPRD and relayed that PFM would consider forgoing a price increase for the next fiscal year. Subsequent to the conference call, Ms. Carvalho has had conversations with PFM Management and PFM is open to other arrangements the District may suggest.

Please let us know if you have any questions or additional items that should be highlighted regarding the discussion pertaining to the District Management Services. We look forward to discussing this further at the workshop.

<u>Service</u>		
All activities in Compliance with Ordinance 18-29		
All Activities in Compliance with FL 189 et al.		
Meeting Organization		
Meeting Participation		
Minutes Preparation		
Meeting Recording		
Agenda Preparation Revisions		
Advertising Meetings		
Records Custodian attachment "A" below		
Public Records Requests		
Maintain Website ADA/FL Compliant		
Maintain Email Domain with Archiving		
File Officers with State		
Registered Agent		
Preliminary Budget in Compliance		
Final Budget in Compliance		
Amended budget in compliance		
Provide, maintain insurance coverage, attachment "C" below		
Assessment Methodology, as		

needed, attachment "B" below		
Tax Exemptions Application Forms		
Registered Voters- Supervisor of Elections Annual Form 1 and Form 1 F		
Insurance Forms/ Proposals		
Continuing Disclosures		

Attachment "A", OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

Attachment “B”, Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

Attachment “C”, Insurance

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars

- (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
 - d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
 - e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
 - f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

University Park Recreation District

Discussion Pertaining to Mutual
Cooperation Agreement and Notice
Requirement to UPCA

University Park Recreation District

Discussion about Agenda Items
Preparation for Future Workshop and
Workshop Participation Options

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 383-3256. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office."
 - (e) The following language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two (72) hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.

- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, Vice-Chairperson or any member of the board if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with the Florida Statutes. Once adopted in accord with the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff and District Counsel may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's

attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation. Attorney Client sessions other than those under Section 286, Florida Statutes, shall comply only with the requirements of Florida Statutes

Law Implemented: §§ 286.0105, 286.011, 286.0114, Fla. Stat.