

MINUTES OF MEETING
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was held Wednesday, October 22, 2008 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Mike Yuro	Vice Chairman
Brenda Griffey	Supervisor
Charles Sheppard	Supervisor
John Thibault	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Jack Mangus	District Engineer
Heather Mickelson	Art of Living Director
Emile Benoit	GMS, LLC
Rich Whetsel	GMS, LLC
Lynn Scruggs	Hopping Green & Sams

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

Affidavit of Publication

Mr. Oliver stated included in your agenda package are the affidavits of publication of notice for today's meeting and the public hearing.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 27, 2008 Meeting

Mr. Oliver stated included in your agenda package are the minutes of the August 27, 2008 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Yuro seconded by Mr. Sheppard with all in favor the minutes of the August 27, 2008 meeting were approved.

FOURTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of the Revised Rules of Procedure

On MOTION by Ms. Griffey seconded by Mr. Yuro with all in favor the Public Hearing to Adopt the Revised Rules of Procedure was Opened.

Mr. Haber stated included in you agenda package is a redlined version of the rules of procedure, which essentially outlined the changes that we made. I think I may have mentioned at the last meeting that our firm drafted the original rules that this board has and recently we did a complete overhaul of the rules. For all the districts that we represent statewide we are recommending these changes. As you can see there are a number of changes. If anyone has any particular questions I would be happy to address them. The changes were made either to make sure the particular rules were consistent with Florida law because the law may have changed from the time the rules were initially drafted or if in our opinion we thought that the rule would help the district run more efficiently or was to the districts advantage then a change may have been made.

Mr. Yuro stated this is what you explained to us at the last meeting that is basically updating to the current law.

Mr. Haber stated essentially what these rules address is the manner in which the district will hold their meetings, how notices need to be published and procurement.

Mr. Sheppard stated I just saw a typo on page 24 in paragraph B where it says professional services to the district shall not exceed \$50,000.

Mr. Haber stated we can approve them subject to that change.

Mr. Sheppard stated there is another place in here that has those same dots. It looks like you took out all of page 30 thru 41.

Mr. Haber stated it was struck because the substance of those sections were drafted different enough that showing a redline change of a word was not enough. Those issues are still addressed in the rules. For example, if you start at section 3.0 and then going down to 3.9 it addresses how the district will need to publicly procure the various services starting with the

Consultant’s Competitive Negotiation Act, which addresses architects, engineers, auditors, insurance, construction contracts, goods and maintenance.

Mr. Sheppard asked so those sections replaced this part that was taken out?

Mr. Haber responded yes.

Mr. Sheppard asked why do you have design/build and non-design/build broken out as two separate forms of contracts?

Mr. Haber responded I think those may be treated differently statutorily as far as the matter in which they are procured. In all likelihood in the near future is unlikely that the procurement portions of the rules, as it relates to construction contracts would be addressed for this district because it is so far advanced.

Mr. Sheppard asked the threshold is \$500,000?

Mr. Haber responded for purchase of goods it is \$150,000 and for maintenance contract it is \$150,000 and for construction jobs it is \$250,000.

On MOTION by Mr. Sheppard seconded by Mr. Yuro with all in favor the Rules of Procedure were approved as revised.

On MOTION by Mr. Yuro seconded by Mr. Sheppard with all in favor the Public Hearing to Adopt the Revised Rules of Procedure was Closed.

FIFTH ORDER OF BUSINESS

Report of Landscape Maintenance RFP Committee

Mr. Oliver stated if you will recall at the last meeting we discussed the fact that Turfection decided to get out of the business, so we had to start the RFP process. At that meeting the board approved the selection criteria, appointed a committee and also directed staff to publish the request for proposals. Those proposals were received and the committee met at a noticed meeting two days ago and ranked those proposals. You have in front of you the rankings with the scoring for each of those 11 proposals. As you look at that we have the Operations Director here, as well as the committee members and the attorney who participated in that process if you have any questions.

Mr. Haber stated the committee met at a duly noticed meeting and reviewed 11 proposals, ranked them based on the evaluation criteria that this board approved. What you have before you are the rankings and there was a motion at the committee meeting to make this the recommendation of that committee to this board as it relates to who should be selected for the contract. If you have any questions regarding what the committee might have looked at or what they have reviewed right now would be the opportunity to do that, otherwise it would simply be a motion approving the committees recommendation and authorizing district staff to issue a notice of intent to award the contract to the highest ranked proposer, who is Down to Earth. Once we do that, district staff will prepare letters to all 11 proposers. Those letters will advise them that Down to Earth was the most responsive, responsible proposer and give the proposer's a 72 hour time period to file a protest with the district and then from that period they would have seven days to file a formal protest if they thought there were any issues to the selection. I would note that my office reviewed the proposals and we are comfortable that Down to Earth's proposal met the requirements and didn't have any material variances that would deem them nonresponsive.

Mr. Sheppard asked higher point value means higher price?

Mr. Haber responded in that category. The lowest price got 30 points, which is the maximum amount you can get and then you took a percentage of the prices as they relate to the lowest and then assigned that percentage of the 30 points, so that is the break down that you see in the price category.

Ms. Griffey asked is there a large difference in the prices?

Mr. Haber responded Down to Earth was number one and their price was \$186,538 and the second ranked was Austin Outdoors and they were at \$200,796. The prices went as high as \$280,334 and as low as \$158,936.

Mr. Sheppard asked I guess what I was looking at was the price difference between DTE and True Green because they are highest ranked in the price category but what were they in numerical dollars?

Mr. Haber responded TrueGreen was at \$158,936 and DTE was \$186,538. The distinguishing factors are the personnel experience and understanding of work, which were given points based on their evaluation criteria that the board adopted.

Ms. Griffey asked is the contract the same as we had with the other company?

Mr. Whetsel responded the scope is the exact same.

Mr. Haber asked what was the annual price of the Turfection contract?

Mr. Whetsel responded \$283,000.

Mr. Haber stated so the district did see some savings by having to go back out with the bid.

Mr. Thibault stated additionally the Down to Earth contract also had an all inclusive clause, so they are never are going to bill us for irrigation repairs, tree replants, grass problems and things like that. Not only did we save \$100,000 based on the contract but we are going to save an additional portion just on those overruns that Turfection always hit us with.

Mr. Griffey asked do we have other districts that use them?

Mr. Benoit responded we use them at Durbin, Wynnfield and OakLeaf.

Mr. Whetsel stated there are quite a few of these contractors that we work with.

Mr. Oliver stated they served a couple of my districts a couple years ago, which had to release them for performance issues. The committee was made aware of that during the process, and they also received input from Mr. Benoit for districts that they currently work on.

Mr. Yuro asked if the district is not satisfied with the level of service we are getting do we have clauses in the contract that we can make a change?

Mr. Haber responded it should. The contract was included in the ROP package and we generally put in a pretty flexible termination provision. I don't know it off the top of my head but it may be a 30 day termination provision with or without cause.

Mr. Thibault asked when is it expected that this contract will start?

Mr. Oliver responded I would think January 1st and it would have to do with the termination of the current interim agreement with LMI and also to give the other company time to mobilize. Given the holiday season if it is agreeable to LMI I would think January 1st would make more sense.

Mr. Thibault stated I believe in the proposals that everyone's price break down starts in January.

<p>On MOTION by Mr. Thibault seconded by Mr. Yuro with all in favor Accepting the Committee's Recommendation & Authorizing District Staff to Send a Notice of Intent to Award the Contract to the #1 Ranked Proposer Down to Earth was approved.</p>
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Mr. Oliver asked after the notice of intent is sent to the top ranked firm, are letters also sent to the other proposers?

Mr. Haber stated generally what I do is send the same letter to all the proposers.

SIXTH ORDER OF BUSINESS

Consideration of Revised Giddens Security Agreement for FY 2009

Mr. Oliver stated included in your agenda package is a revised agreement with Giddens Security. There have been some changes with this since the packages went out. At the last meeting the board was looking for ways to cut security costs but also provide better security, so what we have tried to do is decrease the number of hours that Giddens was having coverage, while increasing the sheriff deputy's patrols. We discussed this with the Chairman.

Ms. Griffey asked they are going to do five days, right?

Mr. Oliver responded right.

Ms. Griffey asked is there a certain five days?

Ms. Mickelson responded it is Monday through Friday.

Ms. Griffey asked so what happens on the weekends?

Ms. Mickelson stated the sheriff's office is going to patrol to make up for it.

Ms. Griffey asked are they going to be out Saturday and Sunday in the evenings?

Mr. Whetsel responded yes.

Mr. Yuro asked the sheriff's patrol is kind of random aren't they?

Mr. Whetsel responded yes, they are.

Ms. Griffey stated because I think some of the issues were late at night. If the sheriff's office is going to be here from 4 in the afternoon until 9 that doesn't control any kids that are out at 1 a.m.

Mr. Whetsel stated they have normally been covering the hours when more things happen.

Mr. Sheppard asked so Giddens is Monday through Friday? What are their hours?

Ms. Mickelson responded it is different every day but it is eight hours a day.

Mr. Yuro asked is the billing rate that is in this agreement the same rate we have been paying?

Mr. Whetsel responded I believe it is a \$1 more an hour. Giddens is by far the best security company I have worked with.

Mr. Yuro asked how many hours were they working a week?

Mr. Whetsel responded 84.

Mr. Sheppard asked how much of that time was being picked up by the sheriff's department?

Mr. Whetsel responded 14 or 16.

Mr. Sheppard asked so you are cutting back 30 some hours?

Mr. Whetsel responded but we are increasing up to 24 hours a week for the sheriff's office.

Mr. Sheppard asked are you keeping the same hours of somebody being here?

Mr. Whetsel responded no, both of them are being changed.

Mr. Sheppard asked the sheriff's office is more expensive?

Mr. Oliver responded correct.

Mr. Sheppard asked so is there a net savings?

Mr. Oliver responded yes, there is a net savings because we had projected security costs to be right at \$100,000 for fiscal year 2009 and we are now at the low \$70,000.

Mr. Yuro asked the sheriff's office isn't on a contract are they?

Mr. Whetsel responded no, they are not.

Mr. Yuro asked so if we need to make a change we can request they patrol more often?

Mr. Oliver responded correct. Based on Brenda's comments we can also revise this security agreement with Gidden's to cover weekends and give us some weekdays.

Mr. Thibault asked in this agreement it mentions the bill and rates for holidays but are we specifically asking them to come out on those holiday's if they fall on a weekend?

Mr. Whetsel responded if it falls on a contract hour.

Mr. Thibault asked so can we add those dates like for the 4th of July since the kids are off of school?

Mr. Whetsel responded yes.

Mr. Oliver stated at the last meeting a resident asked that a checkpoint be installed at Stonehedge and Cross Point and Heather coordinated with Gidden's and they did that promptly.

Mr. Haber stated this is an amendment because my firm drafted an agreement between the district and Giddens. One thing that I recommend is approve the amendment to the terms but I would say that any terms in here that are inconsistent with the previously executed agreement between the district and Giddens the existing agreement would prevail.

Mr. Sheppard stated but this says agreement.

Mr. Haber stated I think you could approve the substance of the amendment and it may make sense for me to draft an amendment that will essentially incorporate the changes as far as times, price, etc. but make sure the terms that we originally drafted remain in effect.

On MOTION by Mr. Yuro seconded by Ms. Griffey with all in favor the Revised Giddens Security Agreement for Fiscal Year 2009 was approved.

SEVENTH ORDER OF BUSINESS Other Business

Mr. Oliver stated the general election is on November 4th. Two of the seats in this district are affected by the general election and for those two vacancies those are the seats for Mike Yuro and Bill Petkoski. Mike Yuro was the only resident that qualified for that election, so he won't be on the ballot but he will be in the same seat for the next four years. Since no one qualified for the other seat, the seat will be filled by the board. Effective two weeks after the November 4th election that seat will be declared vacant and can be filled by board action. The board action would be a simple nomination and second and election. What we have done in other districts in situations like this is the board has either brought nominees or name of nominees to the table for the board to consider and for some other districts they solicited nominees from the residents of the district. If the board wants to go in either of those directions at least you can start thinking now who you would nominate or direct staff to go ahead and let everyone know that a vacancy will be occurring.

Mr. Haber stated essentially what the statute provides is if no elector qualifies for that seat for the election then a vacancy shall be declared by the board effective on the second Tuesday following the election, so right now we know that no one has qualified so this board by motion can declare a vacancy for that seat. The vacancy will be not be effective until November 18th, so based on Jim's representation that there has been no qualified elector for the seat you can by motion declare the vacancy for purposes of complying with the statute. Thereafter you have

ninety days to appoint a qualified elector. The term “qualified elector” means a resident of the district who is over the age of 18 and registered to vote in St. Johns County. Within 90 days of the vacancy this board needs to fill that seat and until that seat is filled the incumbent board member remains in office in that seat, so even though a vacancy is declared until its officially filled Bill will remain in that seat until it is filled. In compliance with the statute, it would be my recommendation that the board declare a vacancy in seat number four by virtue of no qualified elector qualifying for the general election for that seat, which vacancy shall become effective on the second Tuesday following the election.

<p>On MOTION by Mr. Thibault seconded by Mr. Sheppard with all in favor the Board has Declared a Vacancy in Seat #4 by Virtue of No Qualified Elector Qualifying for the General Election for that Seat, which Vacancy Shall become Effective on the 2nd Tuesday following the Election was approved.</p>
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Mr. Haber stated I guess the bigger issue would be how you want to go about finding the qualifications of folks to fill that seat.

Mr. Oliver stated the two methods we have used is one to solicit qualified electors from the district through the different means of communication or two for supervisors to bring names and numbers of nominees to the next meeting.

Mr. Yuro asked are we just going to have one board meeting between now and the 90 days?

Mr. Oliver responded you will have a meeting on November 19th and then the next meeting would be in January. There is not a rush to fill the seat but we wanted to make you aware of it.

Mr. Yuro asked is the January meeting still within the 90 days?

Mr. Oliver responded yes, it is.

Mr. Thibault asked I have been approached by someone that is on the HOA board who works in the Jacksonville Mayor’s office who is interested in participating in the CDD. I have his name if you would like it.

Mr. Oliver stated we cannot consider anyone until after November 19th. We will table this discussion until the November 19th meeting.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

There not being any, the next item followed.

B. Engineer

Mr. Mangus stated the first thing I have is the pond bank sodding of 1053 Meadowview Lane and I have gone out and looked at that. I guess a resident has stated the sod was too high or the pond was too high. The pond level is functioning where it should be, other than after periods of prolonged rainfall, so there is going to be some fluctuation but the sod was higher than that fluctuation would be expected to reach. I physically staked a sod line around the lake that the sod needs to at least go down to. Anywhere beyond that is strictly aesthetic in nature. The Water Management District has already looked at it and they said it needs to go down to the normal water line. I haven't recommended that it go down that far simply because there is going to be fluctuation in the water that is probably not going to allow the grass to live anyways. I think to sod it any lower than where those flags are at I wouldn't guarantee the grass would live.

Mr. Thibault stated Lake Doctors are going to kill it.

Mr. Mangus stated that is something that you need to coordinate with the Lake Doctors. It did appear that grass was growing down to some point because you could see the dead roots laying there.

Mr. Yuro asked how much sod has to be added?

Mr. Mangus responded if you are looking at a vertical on the slope it is probably two to three feet. And that is still going to leave another two feet down to that water line when you haven't had rain for awhile, so there is going to be some bare earth there during times. I have been to that pond three times in the last month and a half and twice I've seen it up about the normal water line. It is already sodded with Bahia and I wouldn't sod it with anything other than Bahia.

Mr. Thibault asked is this a residents yard that is adjacent to the pond?

Mr. Mangus responded there are probably four or five houses that have a view of that pond. Maybe two or three that are actually on the pond. It kind of sits back a little bit and nobody is actually really on it.

Mr. Thibault asked so it is district land, not resident land?

Mr. Mangus responded that is correct. The next issue was a leaking pipe at 1876 Cross Point Way. I have looked at it and the erosion and the sinking that is around that pipe leads me to believe that it is just not simple bank erosion and there is a leak in the pipe. It appeared to be about 20 feet up from the end of that mitered end. I have looked at it and Charlie Pace, who is a contractor, had gone out and tried to pop hole to see if he could identify for sure if it was a leak but since the pipe is submerged he got even closer to it and water started shooting up, which told me there was a leak in it. We got him to submit a proposal to do that repair.

Mr. Yuro asked how much is that proposal for?

Mr. Oliver responded it is \$5,395.38.

A Resident asked because of the erosion and the sinking does that include re-leveling out the whole back yard?

Mr. Mangus responded it will include returning that pond back to way it was originally built.

A Resident asked so all the way across the backyard the slope won't be bad?

Mr. Mangus responded not anywhere other than where that pipe has caused a problem.

A Resident stated but the whole line of the backyard has eroded.

Mr. Mangus stated anywhere along that pipe that he digs up or that was specifically impacted by the pipe should be repaired.

A Resident stated I'm just recommending that they continue it down to the length of the 40 feet in the backyard because it has sunk in all the way across.

Mr. Mangus asked is that where you have that sheet piling on right now?

A Resident responded no.

Mr. Mangus stated if there is any damage or soil that appears to have been removed or sucked into the pond as a result of that leak will certainly be repaired.

Mr. Yuro stated it says the price does not include sod replacement.

Mr. Mangus stated I have spoken to Emile about that and it seems to me that it would cheaper to have one sod contractor to come in here and do it all at once but if you want him to take a look at it and give you a price that is no problem.

Mr. Yuro asked so this is to do both areas?

Mr. Mangus responded I assume since that pond needed to be sodded anyways it might be better just to have one sod contractor do it.

Mr. Seppard asked so you are recommending that to do the easement where the pipe is to dig the pipe up and replace the pipe and backfill it and resod it or go all the way across this gentleman's yard?

Mr. Mangus responded I did not see any peripheral damage much out passed that.

A Resident stated I can tell you that over the past twelve months we have lost over 10 feet of property into the pond and the slope have gone to a 40 degree angle in the whole backyard. It is really caved in where the pipe is but if they are going to drain the pond to fix the pipe they need to raise it up from 10 feet from the bottom with some dirt and resod that to slope it out the way it was.

Mr. Mangus asked how far down from the pipe are you talking?

A Resident responded it is probably 35 feet to the end of the property. It sloped nicely into the pond and now it is sharp and a drop of a foot to the bottom.

Mr. Mangus stated if it was caused by that pipe it needs to be fixed. I haven't noticed that specifically and I would like to go back out and look at it. What is your address?

A Resident responded 1876.

Mr. Oliver asked would it be possible to get some other proposals or is this pretty specialized work?

Mr. Mangus responded no, there are a hundred contractors out there to do it. A matter of fact, I didn't want to get involved in selecting a contractor. If you want more proposals or more names of anybody it certainly can't hurt.

Mr. Oliver stated I think what we can do is get a couple more proposals and then authorize the Chairman or Vice Chairman to take action based on reviewing three proposals.

Mr. Haber stated if the board wants to take action on before their next meeting we can have that amount as a not to exceed amount because we know we can get it at that price and we can ask district staff to get additional proposals with the hopes that we would get a lower number and then authorize Chairman/Vice Chairman to review the proposals and make a determination.

Mr. Yuro stated my only suggestion would be if we go that route that price needs to go up pending further investigation.

A Resident stated there is a big hole that is dug out in the yard and needs to be repaired.

Mr. Sheppard asked do you have any idea what increasing the scope of work would cost?

Mr. Mangus responded not without actually seeing it. I was concentrating around the area of that pipe. I didn't go down to the end of the yard. Typically a leak in the pipe is going to draw sand five feet away from it. It should affect anything outside of that. Pulling sand 30 feet down in the yard is pretty tough to do.

Mr. Yuro stated if this gentleman has an open hole in his backyard we need to get it fixed as soon as possible. I would be more comfortable making a motion for a not to exceed amount of \$10,000.

Mr. Mangus asked do you want me to get some other proposals?

Mr. Oliver responded yes, let's get some others but if no one responds by Friday let's pull the trigger on it.

Mr. Sheppard asked do lakefront lots lose dirt anyways when they settle?

Mr. Mangus responded they could but it is certainly not a rule they are going to sink two inches a year. Erosion would vary depending on they type of material that is in there or how deep the grass is rooted or what type of grass is there. If you have clay soils under there that don't let water soak through then certainly the water is going to run off a lot faster. I certainly wouldn't expect any lake banks to be falling in just out of general erosion. Like I said they might recede a couple inches a month or every six months but nothing catastrophic that you could watch over a couple months.

Mr. Sheppard asked in your opinion this gentlemen's yard, which is not district property has failed because of the pipe?

Mr. Mangus responded within the area of the pipe I have never observed a pipe sucking sand 40 feet away from it. Usually it will cause a hole where it is pulling sand in and there will be a defined area where it is pulled in. Typically they don't spread out more than 10 feet and I certainly didn't notice any areas like that but again, I wasn't looking 30 feet outside the ends of the pipe. I was looking at the affected area, which is basically within 10 feet of either side of the pipe.

Mr. Sheppard asked is it reasonable to authorize work to be done outside of the pipe easement as long as it was determined by the engineer?

Mr. Oliver responded yes, it can be subject to the engineer's determination that it was caused by their leaky pipe.

Mr. Sheppard asked do we have \$10,000 in the budget for this?

Mr. Oliver responded we do.

On MOTION by Mr. Sheppard seconded by Mr. Yuro with all in favor Authorization for Staff to Seek Proposals for Pipe Repairs & Authorization for Chairman/Vice Chairman to Review Proposals & Make Determination was approved, subject to a not to exceed amount of \$10,000 & Based on Engineers Determination that Additional Private Property Damage was Caused by Leaky Pipe Owned by District.

Mr. Mangus stated there was one other issue that I wanted to address and this one was the hardest of the three and it was the curb in the cul-de-sac at Fox Cave Court. I have looked at it three different times. There is an inordinate amount of water coming off of those lawns and spilling over the curb and into the inlets. I have ruled out about ground water being a problem because if it was ground water you could see it seeping up through the roads and the roads would start cracking and that asphalt in the cul-de-sac is in perfect condition. There is no evidence of road failure whatsoever. I have ruled out a leaky pipe because the guards are wet too far up there for it to be a pipe underground. The water is not going to travel up here. The only thing that I can say is that it is probably over irrigation but I cannot say that for sure. The curb has not lost its integrity with respect to allowing the water to get to the inlets on either side of the cul-de-sac. It functions the way it is supposed to. From a functional standpoint I do not see any reason to replace it but from an aesthetic standpoint that is going to be up to someone else.

Mr. Yuro asked what is the issue with it?

Mr. Mangus responded I guess there is a lot of water pulling over the curb. The curb has been replaced at some point and they have smeared the concrete out over it and it is not straight line like the rest of the curbs in the subdivision. It is kind of tapered and it is smeared out around but it is functional.

Mr. Yuro asked when you say smeared out do you mean out at the joint by the asphalt?

Mr. Mangus responded yes. What they did it looked to me like they cut out in several areas about a foot of asphalt, which is what you are supposed to do when you do curb repair but in other areas they did not. They just came in and removed the curb and then grouted it back flush with the asphalt and then you have that thin coat of concrete that cracks and breaks off. Typically when you replace curb like that you want to take asphalt out a foot so you can come

back in and form your curb and then bring the asphalt back to meet the curb. This issue is not an issue with the curb. It looks like it hasn't settled. It might have rocked back an inch or two but in my opinion it is aesthetic in nature. The way it sits now is not disrupting the integrity of the drainage system. The only thing that I could recommend on this is further monitoring and for people to try and cut back on the irrigation to the bare minimum to keep them a green lawn.

Mr. Sheppard asked was this a homeowner complaint?

Mr. Mangus responded I believe it was.

Mr. Sheppard asked did you ask them to cut back their irrigation?

Mr. Benoit responded this is the first time we have heard this.

Mr. Mangus stated there are about four lots around there and I have opened up the meter boxes in each of those lots and the water is full to the top of the meter box. There is no reason why there should be that much water on these lawns.

Mr. Sheppard asked is there a lot of dollar weed?

Mr. Mangus responded not that I noticed. I couldn't see under the water to see it.

Ms. Griffey asked I'm sure it is not cheap to replace it, is it?

Mr. Mangus responded no because if it is irrigation water that is coming down that is causing that problem replacing the curb by itself is not going fix the problem. It will return to that state in two to three years. If it was going to be repaired I would recommend some kind of an interception under drain put behind that curb to catch any of that water that is coming down those lawns. You are not talking about simple curb replacement. You are talking about cutting out a foot of asphalt around the whole cul-de-sac and replacing the curb and then putting in 200 feet of under drain in.

Mr. Yuro stated I'm familiar with the area but I guess I'm getting confused between the aesthetic look of the smeared concrete and the water issue. How are the two related?

Mr. Mangus responded I don't know that they are. I don't know why the curb was replaced in the first place.

Mr. Yuro asked what was the initial complaint?

Mr. Beniot responded that it is jagged at the joint of the asphalt and then the asphalt is dropped down and the concrete curb is actually raised higher than the edges.

Mr. Mangus stated it looked like that curb had rocked back a hair, which caused the front lip of the curb to come up a little bit. I would recommend cutting back on the irrigation and

keeping an eye on it to make sure that it is not going to tilt back any further and completely fall apart. I haven't seen any evidence of that happening.

Mr. Yuro stated I know the curb was replaced before the homes were built or right as the homes were finished being constructed. As a result of home building construction activity the curb was damaged. My concern is that it was repaired the first time because of cracks and failures in the curb and there were several areas that were repaired for those reasons and now there are complaints coming that aesthetically it doesn't look as good. You are never going to get the same clean look as it is when it is installed. We can rip it out and there is no guarantee it would be any different because this is what happened the first time.

Mr. Oliver stated we will communicate the engineer's report to the affected residents and monitor it.

C. Manager

There not being any, the next item followed.

D. Art of Living Director

Ms. Mickelson stated the pool will be open tomorrow and it's been closed since Monday due to an algae problem. The overhang will be repaired on Monday and the signs that we ordered for the kid's pool at the Health Department will be here on Monday, as well.

E. Operations Manager

Mr. Benoit stated the pool is closed because of high phosphate, so the pool can be treated for algae. We have been working on lights and trying to get them up and running. We have been working with the engineer on issues. We will be working with the new landscape company and the outgoing landscape company. We are working on getting the trees cleaned up around the neighborhood.

Mr. Thibault asked are we going to have LMI do those or are we going to wait for the new company to do it?

Mr. Benoit responded LMI will do that.

Mr. Oliver asked in that proposal from Down to Earth did they say they guarantee all of these ornamental trees and other trees or just the ones that they install?

Mr. Benoit responded I'll have to go back to them.

Mr. Yuro asked before the pool company came and shut down the pool how often were they coming here to clean the pool?

Ms. Mickelson responded they were coming twice a week.

Mr. Yuro stated I saw the pool this week and it was pretty nasty looking and I'm curious if they were out here twice a week how can it get that bad?

Mr. Benoit responded because of the phosphate level being so high. It just feeds the algae, so they were having problems and it eats the corion up so we needed some time to shut it down.

Mr. Thibault asked so when they do their normal cleanings do they not put a chemical in that controls the phosphate levels?

Mr. Benoit responded yes but with levels being high it is heating itself back up so it sits there and gets worse.

Mr. Thibault asked so how did it get so high initially?

Mr. Benoit responded your city water can come in with high phosphates because of the chemicals they add. Also, fertilizers are high in phosphates and some may get in it there and acid rain.

Mr. Oliver asked did Arsenault bring that to your attention or did you bring it to their attention?

Ms. Mickelson responded I brought it to their attention.

Mr. Yuro stated again if they are out there twice a week they should be bringing it to your attention.

Mr. Oliver asked they are testing the water every time they come, right?

Ms. Mickelson responded yes.

Mr. Benoit stated they say they are.

Ms. Griffey stated I have my pool tested and they do specific tests for phosphates every time they check the pool.

Mr. Yuro asked are the all the lights at this first intersection up and running? I think there were two that still needed fixed.

Mr. Benoit responded the other two are on order.

NINTH ORDER OF BUSINESS

Supervisor's Requests

There not being any, the next item followed.

TENTH ORDER OF BUSINESS

Audience Comments

There not being any, the next item followed.

ELEVENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet as of August 31, 2008 and Statement of Revenues & Expenditures for the Period Ending August 31, 2008

Mr. Oliver stated included in your agenda package are a balance sheet as of August 31, 2008 and the statement of revenues and expenditures for the period ending August 31, 2008. These are unaudited and in the next months agenda package you will have the end of year financials, as well as any amendments to that budget.

B. Check Run Summary

Mr. Oliver stated included in your agenda package is a check run summary.

Mr. Yuro asked I know we pay a management fee and we pay a facility maintenance fee for the staff but we keep getting all these other charges for additional maintenance charges? I'm sure GMS is cheaper than hiring it out but are we already paying for the person to do the work and then paying again for the specific pressure washing?

Mr. Whetsel responded if it is trash pickup I usually take it out of landscaping.

Mr. Yuro stated my question is if we are paying GMS for Facilities Manager and there is already a line item per month are we also paying that person to pressure wash.

Mr. Oliver stated you wouldn't be paying twice for the same thing. You have Chris who is the maintenance person out here and he is working 20 hours a week out here and when you have other maintenance people come out here to do certain types of repairs that is a different hourly rate.

Mr. Sheppard asked what is the difference between contract administration and facility management?

Mr. Oliver responded the facility management is essentially Heather and the functions that she provides. Contract administration is Rich and his management staff that mobilize the maintenance effort and also to manage the contracts of all the vendors.

Mr. Thibault asked so that is on top of our management fee?

Mr. Oliver responded yes, that is a separate operations contract.

Mr. Thibault asked so their time is not budgeted into the management fee? I would think that when GMS goes out and contracts their fees and budgets the manpower that it will take to run the district and they allocate it. If we expect Rich and Emile's time to be 10% or 20% at our district and then they have four other districts that they work on I would think that 20% of their salary would already be in your budget. If that is already part of that management fee is there time as contract admin their time again?

Mr. Oliver responded no, because Rich and Emile aren't actually doing maintenance work out here. They are managing the contracts. So that is not based on an hourly rate and as a matter of fact that is based on a below market rate.

Mr. Yuro stated essentially what you are saying is that we have line item for Heather for GMS and for Rich's staff and that is a monthly fee and then these other maintenance charges that are going to GMS are in addition, so it would be no different than if you hired somebody out of the phonebook to come in and do the pressure washing. Is it more cost effective the way we are doing it?

Mr. Whetsel responded we have maintenance guys on staff here and if there are special projects we call additional troops in to take care of pool deck pavers, lights, etc.

Mr. Yuro asked so those separate charges are for that?

Mr. Whetsel responded yes.

Mr. Oliver stated I would say that anytime GMS is going to do special work that we should get other proposals, so that you can the comparison and see that the district is saving money.

Mr. Thibault asked the management fee that we pay to GMS is strictly the admin stuff that GMS does for the district; like posting the announcements, contracting with legal staff and organizing for all this to happen?

Mr. Oliver responded that is correct. In your general fund budget you have the administrative portion and also the maintenance or operations portion. For most of my districts,

GMS does not perform the maintenance portion. It is simply the accounting, the management and the record keeping and all CDD's have that. Some CDD's have the maintenance portion and sometimes the developer may have a staff person do it and sometimes another company is hired to do operations. There are a lot of different combinations of ways to do it. There are always ways to demonstrate that it is cost effect and it never hurts to look at other options either.

Mr. Sheppard stated it looks like \$30,000 is going to GMS this month but I think it would be helpful to have a note that explained the bill; for example we put in five bulbs and they were \$300 apiece and it took the guy 10 hours to do it.

Mr. Oliver stated we can actually provide the invoices too. Some districts just have the check register and some have the invoices but we can provide a report of more specific information.

Mr. Thibault asked do you scan your invoices?

Mr. Oliver responded yes, we do.

Mr. Thibault asked so maybe instead of printing them for everybody's packet scan them to everyone.

Mr. Oliver responded I'll do that and I'll also forward you the ones that we have for this check register tomorrow.

On MOTION by Mr. Yuro seconded by Mr. Sheppard with all in favor the check run summary was approved.

C. Special Assessment Receipts

Mr. Oliver stated included in your agenda package is a special assessment receipt schedule. Of course, we are at the end of the fiscal year but it does show that the district had a collection rate of 102.52%, which is very good.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – November 19, 2008 at 6:00 p.m.

Mr. Oliver stated the next meeting is November 19th at 6:00 p.m. at this location.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Griffey seconded by Mr. Yuro with all in favor the meeting adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman