

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 on Wednesday, September 25, 2013 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 Veazey	Chairperson
Ed Randolph	Vice Chairman
Tracy Hayes	Supervisor
Paul Armstrong	Supervisor
Bob Sevestre	Supervisor

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Mike Yuro	District Engineer
Erin Mixson	Art of Living Director
Brain Small	KB Home
Heather Hoffman	KB Home
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the July 24, 2013 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the July 24, 2013 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Randolph seconded by Mr. Armstrong with all in favor the Minutes of the July 24, 2013 Meeting were approved.
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**THIRD ORDER OF BUSINESS**

**Consideration of KB Home Signage Request**

Mr. Brian Small stated I am with KB Home. We are developing the community Glenn St. Johns. There are 294 homes going on down there. It is slated to start at the beginning of the

year. I have some new renderings. KB Home found that if we put up nice signs then we get a nicer median of people there. I have the new signs in there that we are proposing on the CDD property in two locations.

Mr. Hayes stated the obvious one is the first one on 210 and Leo Maguire. From your arrow here, you are basically saying you want to place it right in front of our pond, which is right in front of the ARC sign.

Mr. Brian Small stated we are more than open to move it down a little ways.

Mr. Hayes asked I would assume they are putting that sign out there to pull traffic off of 210?

Mr. Brian Small responded correct. I was saying a little more west.

Mr. Veazey stated we just got designated as a golf course community and we put a few signs up and we heard about it. I don't think the residents are really going to want any of these signs. I know you want to drive traffic back there and I get it.

Mr. Armstrong stated the few residents that have reached out to me are basically down there off of Leo Maguire off of Stonehedge. They said it is already sign heaven as it is. They are not happy about all of the signs down there now but now we are talking about putting a KB Home sign in. They are not for it. I have to kind of agree with them.

Mr. Sevestre stated I feel the same way about the signs. Any additional signs is going to create more of an outcry.

Mr. Brian Small asked if you are heading south, are the golf cart signs on the left or right hand side?

Mr. Veazey responded they are on both sides. I think most of the outcry was where we need to direct golf carts across Leo Maguire.

Mr. Armstrong stated I am not opposed to the one on 210 but I am to the one on Leo Maguire. We have enough signs on Leo Maguire. I wouldn't mind moving the one on 210 back further.

Mr. Hayes asked moving it where?

Mr. Armstrong responded moving it west.

Mr. Veazey asked are you the only ones building back there now?

Mr. Brian Small responded correct.

Mr. Veazey stated because I know DR Horton is back there.

Mr. Brian Small stated they are finishing now. We pretty much purchased all of their properties. The one on 210 right there, we have a marketing budget. We are trying to make them aesthetically pleasing signs. We just did this on Wynnfield Lakes. We finally got two of these signs just off of Kernan Boulevard.

Mr. Randolph asked are those allowed per code?

Mr. Brian Small responded St. Johns County has a book this thick I had to read. It comes out of a pot of money.

Mr. Armstrong stated maybe they could put one on the 210 side if they move it back west of the pond. I understand Leo Maguire is completely out of the question.

Mr. Hayes stated I would personally put it across the street.

Mr. Brian Small asked at CVS or Walgreens?

Mr. Hayes responded yes. They are the ones that are going to benefit from you. St. Johns Golf is not going to benefit from KB Home.

On MOTION by Mr. Veazey seconded by Mr. Randolph with all in favor to Deny the Request for KB Home Signage was approved.
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**FOURTH ORDER OF BUSINESS**

**Update Regarding Landscape Maintenance Agreement and Vendor Performance**

Mr. Oliver stated there is a letter in your agenda package that was sent by District Counsel to the Northeast President of Down to Earth, who is the landscape maintainer here at the District. They are under contract through December 31<sup>st</sup> of this year. In that letter, you will see it is two pages long. It is very specific as to the deficiencies in the landscaping they have done to date. There are some remedies that are asked for in this letter. You will see on the next agenda item that whether or not they are responsive to this letter, you are still about to start the RFP process to select a landscape provider.

Mr. Haber stated one thing I would clarify is as far as remedies that have been asked for, I think probably the biggest remedy referenced in the letter is the action plan. You will see attached as exhibit B is a detailed action plan to fix the turf on the soccer field. The purpose of this letter was to put them on notice that you were going to do the action plan. You are going to fix the other issues identified in this letter. We consider this all a breach of the contract. If this doesn't work then we will withhold future payment. It is really to establish the District's

position as it relates to the relationship and how we feel about the services being provided. I don't know if there has been any improvement since sending the letter.

Mr. Yuro stated I haven't seen any improvement, although I can confirm that they started the applications this past week. They are going to be monitoring it for how it acts. They are going to continue with the program until they get the turf back up to shape. The critical thing for the Bermuda is to try to get it healthy enough, so that we can over seed by the second week of November. If it doesn't get healthy enough by the time the over seed happens then that is what we are going to have when we come out of the over seed in the spring. They have started. I think it is too early to see any results yet. They are well aware of the issues with not just the turf but with the shrubs and irrigation issues. The issues started in the spring and they were made aware of it. Then late spring or beginning of the summer, the guy that was in charge of our neighborhood left the company, so they have been scrambling with new personnel to try to get up to speed on the particulars of our community. It has gotten worse since then.

Mr. Armstrong asked have we had any correspondence back from them in respect to this letter? Just because they are working on some issues doesn't mean they have acknowledged that we want all of this stuff done. Those shillings up front that are dead from bugs have been there since our last meeting.

Mr. Yuro stated they have acknowledged the issues in various emails. I have done a lot of communications through the phone and I have done a lot of communications through email just to make sure it was documented. They have acknowledged it. I haven't received a response from them since the letter. I don't know if Wes has.

Mr. Haber stated I have not.

Mr. Yuro stated they are not trying to deny any of the issues.

Mr. Armstrong stated but there is no timeline for all of the other issues with the plants being dead and all of the other issues we are having. They are focused on the soccer field only right now.

Mr. Yuro stated they are focused on the soccer field. We have had discussions about the plants. They are looking for direction from us on how we want them to address them. I actually forwarded an email to Mike Veazey to get some input from him because there are different ways to address those shrubs that are dead. We can either trim them back and reshape them or potentially try to find some matching plant sizes. The game plan is not to let anything else sit.

We have critical areas that they need to focus on but they also have to get everything else in order. They have one more renewable year left on their contract, so that is also why this is coming up before the board tonight to put this back out to bid.

Mr. Armstrong stated I would rather see a hole in the bushes then see a dead bush sitting around.

Mr. Veazey stated I would agree with that on the shillings, even if it is a smaller size to get them to replace it.

Mr. Yuro stated okay. So you don't want to try and reshape them?

Mr. Veazey responded I think it depends. Some of those are just totally dead.

Mr. Hayes asked what is their jurisdiction along Leo Maguire? Do they mow everything on this side?

Mr. Yuro responded they mow both sides. The opposite side of Leo Maguire is just the Bahia grass. They don't mow it as often as they do the St. Augustine side. It has been that way since the neighborhood was constructed. They do maintain both sides of the road but all they do on the other side is mow it.

Mr. Veazey stated and that other side is actually not even CDD property but we maintain it, so it looks good for our community.

Mr. Hayes stated I don't go down Leo Maguire often but the complaint I have heard was on this side they have been solely reducing the amount of grass they have been cutting. The grass they were cutting six or eight months ago is now just growing up wild with weeds.

Mr. Yuro stated I haven't heard that and I haven't noticed it either.

Mr. Armstrong stated according to the contract, they are supposed to be mulching every March and August. I don't know if they have even mulched down by Stonehedge this year.

Mr. Yuro stated I don't have the contract right in front of me. I know pine straw was March and August. I thought mulch was once a year and pine straw was twice a year. That is one of the things we have in the letter is that they missed the August pine straw and just this past week they got the pine straw put in. I think they got the entire community complete this past week. Clearly, there are a lot of things in the contract that they haven't been keeping up with.

Mr. Oliver stated there is no action by the board on this. I would just say as we go through the RFP process you want to maximize getting everything you can out of this contract.

Mr. Armstrong asked are we holding payment back as of now until everything is rectified?

Mr. Oliver responded that is an option that we have.

Ms. Diane Marsella stated I have been here for 11.5 years and I have seen a slow deterioration of the entrance to the community and the entrance to Eagle Point Drive. Part of that deterioration is the dead shillings you are talking about. We are competing with new construction. In some areas the community is showing its age. The bushes are half dead. I would rather have them ripped out and put mulch in if money is a concern. That would look better than half dead bushes. The lake is looking really bad on 210. The sign underneath the stone is turning black. The live oaks all have the moss. I am trying to sell my house now but I have complained about this for years. It seems like we need to keep the community looking fresh. People aren't coming in here to look at houses. They are going to Nocatee and Durbin Crossing. If we want to keep our values up in here then I think we need to do something about it.

Mr. Veazey stated we really need to press them hard from now until November. I don't know whether holding payment helps.

Mr. Oliver stated I would suggest that we hold on holding payment for now and we try to build some goodwill with this company, so that we can get them to do as much as we can.

Mr. Sevestre stated one thing about the pond is they are going to start construction out there, so there is going to be some work on the pond. That will start changing when they start working on the road.

Mr. Veazey stated they are actually replacing all of that stone.

Mr. Yuro stated the County's project was bid in the spring. It came in well over budget, so they have to revise the plans and rebid it this past fall. Part of their improvements are going to be expanding the size of our pond a little bit because all of that runoff off of County Road 210 goes into that pond. That stone is 13 years old. All of that stone is going to be redone with all fresh new stone.

**FIFTH ORDER OF BUSINESS**

**Discussion of Landscape Maintenance RFP Process**

**A. Scope of Services/Project Manual**

Mr. Oliver stated although because we aren't required to issue an RFP for this District because of the threshold, but we do it for transparency. There are really three things to accomplish this evening: approve the scope of services project manual, approve the evaluation criteria, and direct staff to issue a request for proposal. Staff will place notice of RFP in the St. Augustine Record. Once proposals are received, the Board will rank those proposals based on the evaluation criteria. Interested landscape maintenance companies will be required to attend a mandatory onsite pre-bid meeting to make sure they understand the scope of services and the properties to be maintained. Vendors will submit proposals and these proposals will come before the board. Some boards like to have a committee review the proposals before they come to the board but ultimately, the board is the decision maker. This board can decide whether or not it wants to serve as the review committee. There is some benefit to that.

Mr. Yuro stated the scope that is in your agenda package is substantially the same. I have added a few things. I actually asked the folks at the golf course to review the Bermuda. They reviewed the Bermuda scope for us. We actually added some aeration to the soccer field once a year. The other thing I want to point is the lake bank mowing. It has always been once a month but I am going to increase it to twice a month. That is one change that is not in your handout. Other than that, the scope is substantially the same as the scope that we have had in the past.

Mr. Hayes asked before we did this the last time, were they just mowing the soccer field?

Mr. Yuro responded prior to the last RFP, the golf course treated chemically and mowed the soccer field. Our landscape company handled the hedgerow out there and the irrigation, so we had some overlap. There was some confusion at times because if something got burned out then one entity would say we put the chemical down and the other one would say we watered it. In order to avoid the confusion, we separated it. The other part of that was our landscaper was maintaining the parking lot and then the golf course was chipping in and paying us a portion of the parking lot. Since the parking lot is technically their property, at the last go around we just split it up and said if the golf course is going to maintain the parking lot and everything from the sidewalk to this side, our guys are going to do 100%. That hasn't worked out very well.

Mr. Hayes stated the parking lot looks just as bad as everywhere else.

Mr. Armstrong stated my other concern is the seasonal color change that we do four times a year. They pull the plants out and it sits with dirt out there for a month. Is there anyway we can put a timeline from when they pull the plants out until something gets replaced?

Mr. Yuro responded this last time I know there was a long time but that was actually the plants they put in prior had died early, so they pulled them out because they were dead. They put new color in. It was kind of an extra rotation to fill in for the ones that had died. We are still going to get our next regular rotation. I don't know why it sat there for a couple of weeks on the one but we can certainly add something to the color that says within a certain amount they should be replaced.

Mr. Armstrong asked can we also add in there if the plants die that they will replace them at no charge to us?

Mr. Yuro responded yes and that is my approach to them right now but we can certainly put that in writing.

Mr. Haber asked do you recall the prices we got back the last time we went through this? Do you think we are pretty confident that we will be able to get bids that are under \$195,000, which is actually a threshold, where we must RFP it? If we are pretty confident of that, what I would like to do is to include language in the RFP package that essentially says the District believes that the contract should be below the bidding threshold and as a result, bidders are not provided protests rights.

Mr. Yuro responded the current contract is below that threshold but not by a whole lot.

Mr. Haber stated I think the current contract is at \$174,000 and then we have the optional mulching, which was \$9,000. Then there was installation and I would take that out.

Mr. Yuro stated the base contract for the last couple cycles has been in the \$180,000 range.

Mr. Haber stated it may be worth looking at the proposals we got the last time we did this and if they are all under \$195,000 then I think I would be comfortable approving the language. If some are coming in above it then it may not be kosher for the language.

Mr. Hayes stated we are getting what we paid for.

Mr. Haber stated we will look at the prices that came in the last time then.

Mr. Oliver stated the first thing to consider is the scope of services and the project manual. I would suggest that you approve it in substantial form knowing that it can be tweaked over the next several weeks.

On MOTION by Mr. Randolph seconded by Mr. Hayes with all in favor the Landscape Maintenance RFP Scope of Services/Project Manual was approved.

**B. Evaluation Criteria**

Mr. Oliver stated if you look at page eight in the project manual, you will see the evaluation criteria. These criteria are the same you used for the last RFP process. There are four different categories. Four of them are subjective. The categories are personnel, proposers experience, understanding the scope of work and ability to perform the required services. The fifth item is price.

On MOTION by Mr. Randolph seconded by Mr. Hayes with all in favor the Evaluation Criteria was approved.

On MOTION by Mr. Armstrong seconded by Mr. Hayes with all in favor to Authorize Staff to Issue Notice of RFP for Landscape Maintenance Services was approved.

**C. Appointment of RFP Review Committee (Optional)**

Mr. Oliver asked does the board to appoint an RFP committee or does the board want to serve as that committee?

Mr. Randolph responded I think we can just collectively discuss it at the meeting.

Mr. Hayes stated I agree.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2013-06,  
Opportunity to Be Heard**

Mr. Haber stated there was recent legislation adopted that required all units of government to give members of the public an opportunity to comment on items that the board is going to consider prior to the board considering those items. It goes into effect October 1<sup>st</sup>. What I have provided in the agenda package is a memo that explains the law and then a recommended method to deal with the law. What Resolution 2013-06 adopts is that you will have an audience comments section at the top of your agenda instead of only at the bottom of your agenda, so that way anyone that comes in can review the agenda and will have an opportunity to speak on the item before you consider it. If there is an item that you would like to

discuss that is not included on the agenda, you would then have to reopen the public comment section and give an opportunity to speak about the new item that wasn't on the agenda. The resolution also goes into certain aspects of decorum and how the Chairman or whoever the presiding officer may be for that particular meeting, has certain rights to recognize speakers, time limitations and how to deal with speakers that are not acting in normal decorum. We think this procedure outlined in this resolution is probably the simplest way to bring you into compliance with the law. We have tailored the recommendations based on the type of audience participation we see at the various Districts we represent. We think this recommendation works for this particular District.

On MOTION by Mr. Randolph seconded by Mr. Armstrong with all in favor Resolution 2013-06 Opportunity to Be Heard was approved.

**SEVENTH ORDER OF BUSINESS**                      **Other Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**                      **Staff Reports**

**A. Attorney**

Mr. Haber stated I think I mentioned at the last meeting that I will have two procedure issues for you. We have updated your rules of procedure that you adopted a number of years ago and we have also have an indemnification resolution about insurance coverage if a board member were ever to get sued. We are working on those and we will get them to you.

**B. Engineer/Property Manager**

**1. Pool Maintenance**

Mr. Yuro stated my report is included in your agenda package. At the last meeting I was asked to follow up on the cost of potential fountains at the front of the neighborhood. Our lake maintenance company came out and looked at it. For two fountains, they were between \$7,000 and \$12,000 a piece with electric. The pond would certainly be deep enough to account for it.

Mr. Randolph asked wonder what the electric bill would be for that?

Mr. Yuro responded we could check the fountain that we have now. I don't know off the top of my head. The other thing I was asked to follow up on was the access control for the tennis

court gates. We had a proposal at the last meeting. I think it was in the neighborhood of \$12,000 to run everything that needs to go out there. I asked about the possibility of a remote access and I was told that was not a viable option. Number one, it is extremely expensive and then you would still need to have power run out to the gate for the magnetic locks. There is power out there now for the lights and they may be able to tap off of that but he said it is not very reliable and it is considerably more expensive.

Mr. Armstrong asked so are you talking about running a CAT5 wire or a fiber optic line?

Mr. Yuro responded I don't know. It would need to tap into the system that is in Erin's office. All they really need to do is trench it to this outside closet and then go through the attic.

Mr. Randolph asked have there been a lot of complaints about outsiders?

Ms. Mixson responded not frequent but at the last board meeting I did have a meeting with some of the tennis people and that was a definite concern.

Mr. Hayes asked do we have cameras on the tennis court?

Ms. Mixson responded no.

Mr. Hayes asked is there one on this back walkway at all?

Mr. Yuro responded the closest one is on this corner over here.

Ms. Mixson stated the only other option would be to do a lock with a key.

Mr. Yuro stated this is the time of year, where we either get renewal of our existing vendor or get proposals. All of our existing vendors contracts are year to year expiring on October 31<sup>st</sup>. I did not seek additional proposals for pool maintenance. Arsenault has been maintaining our pools since the very beginning. They have not increased the fee since I have been involved. They gave us a renewal proposal for the same fees they have been doing it since I have been involved.

Mr. Randolph asked have there been any issues?

Mr. Yuro responded the only issues we really had this year were the lifeguards getting a different reading on the chlorine than the pool maintenance company. The pool maintenance company would come out on the weekends to check it.

Mr. Armstrong asked what was the outcome on that?

Mr. Yuro responded each time was different. I think there was some operator error on the lifeguards. It happened three or four times. One time the lifeguards had a different kit than our pool maintenance company, so there was a difference in the reading. The other thing I was

told was that when you test it, you put a solution in and depending on how fresh that solution is that could also skew it. If I had to offer my opinion it was more on the lifeguards side than on the pool maintenance side.

Mr. Armstrong asked so when they came out it was within specs?

Ms. Mixson responded usually.

Mr. Sevestre stated and with all of the rain your ph can change fast.

Ms. Mixson stated they are really responsive. When we call them about issues, they are usually out here within an hour or two.

On MOTION by Mr. Randolph seconded by Mr. Sevestre with all in favor the Proposal from Arsenault Pools for Pool Maintenance Services was approved.

## **2. Security**

Mr. Yuro stated in the past I have recommended that we just renew with Giddens. I think you all know now that Paul left a couple of months ago. Giddens has gone through a couple of different guards since he left. They finally got someone who is going to stick around for awhile that is important but in light of the change I thought it made sense to see what other options were available. I reached out to three different companies. Giddens, US Security Associates and Ever Vigilant. Ever Vigilant didn't respond. Giddens responded with basically the same contract terms they currently have, which is an hourly plus a mileage. I gave you yearly costs there based on their average mileage per week that they invoice us for. You can see US Security Associates have a lower hourly but their cost for the car is significantly more expensive than the mileage that Giddens charges us. For Giddens, when you consider the hourly plus the mileage, it is about \$35,600 a year. For US Security Associates, when you consider the hourly plus their weekly car expense, it is about \$38,000 a year. We have them out here five days a week. They both charge time and a half if it happens to be a holiday when they are out here.

Mr. Hayes stated now we have gone through a couple, we need someone with some tough skin. This \$2,400 is nothing if US Security has someone who is going to be a little tougher.

Mr. Yuro stated and unfortunately I don't have any experience with US Security Associates. They gave a proposal. They didn't tell me who was going to be their security guard.

They did say as Giddens as has also said, is their goal is to have a single security guard be out here and not to have rotating guards.

Mr. Armstrong stated the only thing I saw with Giddens is they were leaving early one day and then coming in early on a Wednesday.

Mr. Yuro stated that is not Giddens. That is the sheriff deputies. The sheriff deputies we pay off duty and I do work with them and they set their schedule based on traffic that they see. They also fluctuate when they are here deliberately because they don't want to establish a pattern. They deliberately don't have a set pattern as Giddens does.

Mr. Sevestre stated I am a member of the St. Johns County Advisor Board. They have traveling groups of criminals that they actually travel up and down I95. They will periodically pick different neighborhoods to go in and start hitting cars. The fact that the cops are here at different times and on different schedule that helps to try to catch those times of people and it is out of control. They are busting windows and cars. They are going into soccer games. They are hitting churches. Within 15 minutes from the time they got a credit card, they were hitting the bank. That is how fast they move. There are groups of people that travel up and down 95 that does this. This stuff is really going crazy. All of the sheriff's departments and police departments all up and down the State are now cooperating to try to keep this to a minimal. I think that schedule they are using is really important to us. Don't leave stuff in your car.

Mr. Your stated the sheriff's do a really good job for us in conjunction with Giddens. Our neighborhood has had much fewer issues than a lot of the neighborhoods surrounding us. Before the previous guard left, he left a pretty detailed procedure with what is expected, so from that standpoint Giddens does have the leg up on what we expect and what they should be doing and what they should be looking for.

Mr. Hayes stated I am fine to go with Giddens but I would like a report at every meeting.

Mr. Veazey stated I actually use Security Associates up at Amelia National. The same thing happens with security guards leaving. You hope the guy stays but you can't guarantee it. We have a guy that works the day shift that has been there forever but after 4:00 p.m., we have probably had four or five different guys there.

On MOTION by Mr. Veazey seconded by Mr. Armstrong with all in favor the Proposal from Giddens Security for Security Services was approved.
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### 3. Lake Maintenance

Mr. Yuro stated this is the time of year that is a challenge for any maintenance company. I have probably received more calls this year than the past couple of years. Charles Aquatics is our current vendor. I personally think they do a pretty good job. They are pretty responsive. I reached out to a few other vendors to get some other quotes. You can see I got a quote from Charles Aquatics, which is at \$1,595 a month, which is what they are currently doing for us. I also got a quote for Lake Doctors, who was our previous company and then I got a proposal from Future Horizons. I don't have any personal experience with Future Horizons and they haven't worked out here before. You can see the price difference. Charles Aquatics is significantly cheaper. It is the same price they have had the past couple of years. Their price includes stocking of grass carp. Lake Doctors price does also include stocking the grass carp. They just broke it out and said \$200 a month is allocated to grass carp. That monthly amount does include the stocking of grass carp. Future Horizons did not give any mention of grass carp.

Mr. Armstrong stated it is my understanding that without going through Fish & Wildlife Conservation, you cannot add carp to these ponds without their approval.

Mr. Yuro stated we have a permit. In my opinion, Charles Aquatics has been responsive. They have done some things with regard to updating our permit and making sure they know how many fish we can put in our lakes. They updated all of our fish barriers on all of the outfall structures to make sure they were in compliance. The one thing I do like about Charles Aquatics as opposed to what was happening before was the previous company we had, had multiple people working in our lakes. Sometimes there was confusion for who was responsible for which lake. Charles Aquatics has the same guy that comes out here and checks all of our lakes and gives us a good report every month. I personally think they are doing a decent job and I think he is responsive.

Mr. Sevestre stated paying more is not going to improve the situation.

Mr. Armstrong stated I guess I need lake maintenance education. When they spray these lakes and all of that crude from the bottom comes up to the top on the surface, where does that go. Do they come out and rack that and get rid of it? It seems to be gathering in these ponds and it floats from one area to the next.

Mr. Yuro responded I think it depends on what it is. Sometimes they are spraying for certain types of grasses and the grasses will die and float up and the carp will come and eat them.

Sometimes when they are spraying for certain algae's, they spray some copper in the lakes and it breaks it up and dissolves. There are other times they come out and they treat for the weeds and grasses and they do come out with a rack and remove it.

Mr. Hayes asked what do you see at other communities?

Mr. Veazey responded it is the common during this time of the year. I use Charles Aquatics at most of our communities and they are very responsive.

Mr. Yuro stated I personally think Charles Aquatics does a better job. I think they are more responsive. I think they are a little more diligent. In our community we have 29 lakes but there are probably six that have routine problems. It has to do with the time of the year, the weather and when the golf course fertilizes. When residents fertilize the same thing happens. I would lean towards Charles Aquatics.

Mr. Sevestre stated I notice a lot of the people blow their grass in the street and it goes down the storm drains and is going to wind up in the lakes.

On MOTION by Mr. Hayes seconded by Mr. Armstrong with all in favor the Proposal from Charles Aquatics for Lake Maintenance Services was approved.
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#### **4. Janitorial**

Mr. Yuro stated we currently have Jani King servicing our community. I went ahead and solicited proposals from a couple of other companies, which include Citywide Maintenance and Proclean Janitorial Services. I have given you a summary of each of their prices. In response to some of the comments over the past few meetings I did go ahead and update the scope of the janitorial to include a little bit more than we had listed in their scope. Jani King came back and they didn't change their price. They said they would take care of all of it. The other two proposals actually came in a little bit lower. I don't have any personal experience with working with the other two. Jani King is a franchise. The franchisee is actually a resident of the neighborhood. I believe Citywide Maintenance maintains the clubhouse at this time.

Mr. Armstrong asked have we heard their opinion?

Mr. Yuro responded no but I meant to call them.

Mr. Armstrong asked how much extra are we looking at for holiday pay?

Mr. Yuro responded I looked at that. Citywide Maintenance would be an extra \$510. That is something the board can decide to do or not to do. Typically, we have them working because holidays are busy days up here. The other thing that is a little bit different as far as the schedule goes is last year we had them working six days a week during the winter and then seven days a week during the summer season. Because of how much use the fitness facility gets, I went ahead and made it seven days year round. They would come in at night after 11:00 p.m. I personally think Jani King is doing a decent job. If I call them because there has been a complaint about something, they have been pretty responsive.

Mr. Armstrong asked did we add the windows?

Mr. Yuro responded yes. We added doing a little bit more on the patio area. We added cleaning the exterior light fixtures. A lot of what we added was cleaning the exterior stuff that gets corroded up because the lights are on every night.

Mr. Hayes stated the thing that really sticks out to me is you go in the gym and you will see the same cobweb in the corner day after day. The only thing I would say with anyone we go through is we have cameras in there, so have we actually ever watched what they are doing after 11:00 p.m.?

Ms. Mixson responded yes. We have done that. I think we have gotten them to a point, where they know what we are looking at and what we are looking for and they are getting better. I think sticking with them might be a good idea.

Mr. Yuro stated I told them we were updating the scope because of some of the complaints. They had the right response that we will take care of it.

Mr. Armstrong asked did Citywide bid on the new scope?

Mr. Yuro responded yes. They all bid on the same scope.

Mr. Veazey asked is there pressure washing?

Mr. Yuro responded yes. There is light pressure washing of the areas with the lights that get a lot of bugs. I explained to them that this is basically my best attempt at telling you what we need and when we need it but if the outside of the building needs pressure washed more often then you can't wait a month to do it.

Mr. Armstrong asked and you don't know anything about Proclean?

Mr. Yuro responded I just know that it is a small growing company, who sounds pretty aggressive. When we first picked Jani King two years ago, we went through two other franchisees that weren't doing a good job.

Mr. Armstrong asked what is their turn around time when we call them?

Mr. Yuro responded they are here every night. A few times when I have had to call them during the day, they have come out during the day.

Ms. Mixson stated or the owner will come out and fix something if it is something that really needs fixed.

Mr. Veazey asked do they have a checklist?

Ms. Mixson responded yes.

Mr. Yuro stated we can formally do that.

Mr. Veazey stated get a checklist and have them sign it.

On MOTION by Mr. Veazey seconded by Mr. Armstrong with all in favor the Proposal from Jani King for Janitorial Service was approved.
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Mr. Hayes asked can we get someone to take care of all of the chips and dents in the walls in here?

Mr. Yuro responded yes.

Ms. Mixson stated it is in the paperwork when someone rents the room not to tape anything to the walls but unfortunately as you can see it still happens on a pretty regular basis. It pulls the paint right off.

**C. Manager**

Mr. Oliver stated we will start the fiscal year 2013 audit when the fiscal year ends. This will be performed by an independent CPA firm. The board selected that firm in accordance with Florida Statutes. You should have that audit back by June 1<sup>st</sup>.

**D. Art of Living Director**

Ms. Mixson stated we do have a kids night and an oyster roast next Friday from 6:00 p.m. to 10:00 p.m. They will be having the oyster roast at the club and you can drop your kids off

here as long as they are kindergarten through 5<sup>th</sup> grade. We currently have tiny tots going on. I put 48 children. It is actually 64 children that are participating. We are doing our second annual Race to be the Match 5K. It is a fundraiser for the bone marrow donor registry. It is on October 11<sup>th</sup>. We had a really good turnout last year. Our fall festival will be held October 27<sup>th</sup> this year. We have a room that is attached to the fitness center and we have this room. We have been having fitness classes over there and using this space for meetings, parties, etc. Last week there was a scheduling conflict, which was my error and it kind of brought to light an issue where the people that attend the other class would prefer to use this room. What I am looking for is how we handle that. Should they be able to use this room when they have class and should they get first choice of using this room and we not have parties and meetings when that class is going on? How do we want to designate the use of the rooms?

Mr. Armstrong responded we spent \$500,000 on that building over there for that sole purpose. But then looking at it from the other side of the coin, if this room is not in use then I wouldn't have a problem with them using it. I know we have a calendar posted online. Is there anyway we can use that as an update for when this room is rented?

Ms. Mixson responded we actually don't have a calendar online yet but it is something that I am in the process of doing right now. We just have to decide what information we want to put online. Do we want to put every single party online?

Mr. Armstrong responded just say private party. I don't have a problem with them using this but if it interferes with a meeting or a party then that is what the fitness center is for. This is basically for meetings and parties.

Mr. Sevestre stated the biggest issue that I am aware of in using this room is the yoga class. We spent a lot of money to make a beautiful room over there for them to use. The people over there will not stop dropping the weights, so it is ruining yoga. If this room is available then let them have it. The scheduling thing is the biggest problem.

Mr. Armstrong stated but the problem is they could say I want to book it every Thursday night for the remainder of the year, so now you can't have any other parties. Do they get second choice that the parties and the people that want to book it should it get first and they can have it if it is not being used?

Mr. Sevestre responded that is the understanding.

A resident I actually come to yoga. It is not the norm but it has happened that one of the rooms has been scheduled for yoga but there is someone already in that one or there is already someone in this one.

Ms. Mixson stated I have fixed that.

A resident stated this floor is a little more comfortable than that floor.

Mr. Armstrong asked so how long will it take before the calendar is implemented?

Ms. Mixson responded it is actually live right now. I just need to finish putting all of the information in it. I am going to put all of the events on there. Going forward, I hope this will resolve any issues.

Mr. Oliver stated for the last few years we have had an agreement with UPS that they could have a storage facility here, so they could expedite deliveries to our residents during the holiday season.

On MOTION by Mr. Hayes seconded by Mr. Armstrong with all in favor an Agreement with UPS for Onsite Storage Facility was approved.

## **NINTH ORDER OF BUSINESS**

### **Supervisors' Requests**

Mr. Armstrong stated at the last meeting we discussed bringing in a maintenance man as third party, so we didn't have to pay for insurance or anything like that. I want to see if we can make it official and ask for bids.

Mr. Oliver asked are you talking about having a District employee?

Mr. Armstrong responded it would be basically outsourcing it, so we pay them and they have someone that comes out here from 9:00 a.m. to 5:00 p.m. Monday through Friday.

Mr. Sevestre stated you are going to need to develop a job scope and then you will need someone to manage that person. You just can't hire someone and say I need you to go over there and do this. You are going to need a specific description of what you want that person to do. And then who is going to manage them?

Mr. Veazey asked what are the issues that we have? I know some of the issues were cleaning but does expanding this scope for cleaning, does that solve some of the problems?

Mr. Hayes responded right now we lump sum \$24,000 for facility and \$24,000 for maintenance into a salary for Mike as it is right now. Just in the last two months Mike did some

work and we got some billed for \$2,200 at \$35 an hour. Plus, he got paid \$2,000 for each month, so we spent \$6,000 to Yuro & Associates under maintenance in the last two months alone. What he is getting at is we need to look at that \$24,000 that is in the budget under maintenance for the year and how are we spending that money. Right now, we are not really getting much out of it because anything that Mike does we pay him \$35 an hour. What he is saying is can we take that \$24,000 plus the \$35 an hour and can we actually pay a fulltime person to be in here. Right now, we just shifted a lot of things I have been mentioning at meetings all over to Jani King, like cleaning the light fixtures and power washing the bugs. I think we need to take a look at what are we spending that \$24,000, plus \$35 an hour on, plus the things Jani King has just been expanded to. Could we have someone here 30 or 40 hours a week doing painting and touch ups. They could help Erin out with her events. You are right that there is a huge scope there that we need to develop but right now with maintenance I think we are hemorrhaging. We are just pouring money out every month and we are not getting anything directly back for it. If you want to change the budget then that is a different story. Maybe you shift \$24,000 from facilities to make it \$30,000 and reduce it for maintenance.

Mr. Yuro stated at the last meeting this started by Tracy asking for accountability. At this meeting Paul started by saying there is obviously things that I am not able to get to. I would like some clarification on what accountability you are looking for and what things I have not gotten to that have been brought to my attention.

Mr. Armstrong stated it is nothing against you personally. I am just trying to look out for our community. The signs all need to be painted around here.

Mr. Yuro asked what signs?

Mr. Hayes responded the stop signs and all of these posts. The paint is all chipping off of them. The poles in the pool area look terrible. When I get out I do look for things and then send you an email. We need that accountability, so maybe the job description is the direction we take here because right now you don't have one. There is no job description. It is freelance and foot free. There is no accountability. We have kind of gone for four years now without saying anything. As soon as he said it, the room went silent. The community has been silent but whether it is you or if someone else does it, we need some accountability. The spout was broken here for over two weeks during the middle of the summer when people are walking in and out. I

want you to come out on a regular basis and go around and police the community. I want to check off the list and tell us that you checked all of these things.

Mr. Yuro stated if you want to develop a checklist of things you want me to check on a daily, weekly or monthly basis then I have no problem with that. I do take a little offense to the implication that I am not being proactive and that I am not addressing things. As I have emailed you in the past, there are literally dozens of things that I am addressing on a weekly and monthly basis that most residents don't have any idea about. To imply that I am not being proactive is a false statement. I did listen to the last meeting because unfortunately I was not here and the phone connection was hard to hear. I heard a lot of discussion about the toy that was hanging two inches out of the gutter. If that was such an eyesore then why didn't you mention it? I didn't see it.

Mr. Hayes stated there are certain things I deliberately don't mention because they are so obvious.

Mr. Sevestre stated there is five of us here and no one ever mentioned it.

Mr. Armstrong stated this was not my intent with the whole thing. I am looking at cost effectiveness. Mike is busy. He has a lot of engineering stuff that he does for this board. I am looking at it, like if we are paying \$24,000 then are we getting \$24,000 worth of work out of it versus if we could go pay someone else \$24,000 to handle it.

Mr. Yuro stated I clearly don't agree with some of the things being implied here but if the board wants to put out a scope then I would strongly recommend that it is an apples to apples scope because what you guys fail to give me credit for is that I am on the property every day. I am coming up here at midnight when the alarm goes off, so that we don't get the calls to the sheriffs department and get fined. That happened five times in the last two months. I am getting phone calls at night on the weekends. This past Friday night at 10:30 p.m. there was a water leak and no one else knew where the valve was to turn it off.

Mr. Veazey asked what is the process for someone to bring up an issue? Does it go to Jim or a multitude of people? I think we absolutely need a scope because right now we are just going to hire someone. Who leads them around and tells them what to do? Do they need a pressure washer and who is buying all of that? Is it through GMS or is it paid through the CDD or is it a maintenance company? You are going to be hard pressed to find someone less than \$35 an hour with insurance and everything else. I do this all the time and my guy is about the same price as

Mike is. I am not saying we don't look at it but I think we need a scope and I think we need a process where we don't wait until the CDD meeting to tell us what is wrong. If you see something then who does someone call? I think we need to get a process here.

A resident stated I would say by having Mike here as a resident that there are a lot of things he is dealing with. When you have a part time employee or fulltime employee, you are going to miss that.

Mr. Hayes stated I personally want Mike to do it but I think we are being over charged. I think he does a great job for the facility. The problem is we are paying \$24,000 that is labeled under maintenance and then we are paying \$35 an hour for him to blow off the tennis courts or wipe the tables down. We are definitely over paying on the maintenance side.

Mr. Yuro stated it is not for maintenance. It is for field management services, which includes a number of things. It includes dealing with the residents. It includes inspecting the facilities. It includes meeting the different vendors. It includes minor maintenance things that can be done while I am up here looking around. The only time hourly is charged is when it is going to go beyond 30 minutes, which is what is in my contract. You also have to remember that a lot of what I am doing is keeping us from having to go and hire someone else. We don't call an electrician anymore to change the streetlights or the bollard lights. Any opportunity there is for me to do something myself I take that opportunity to save the neighborhood money.

Mr. Sevestre stated cost effectively, we are getting engineering services at a discount. The other thing is mobilization fees.

Mr. Yuro stated I think it is being over simplified and I just want to make sure it is at least being discussed accurately.

Mr. Hayes stated you may be underpaid for facilities but I think we are over paying for the maintenance part. You can find a 60 year old guy that doesn't have an engineering degree with just as much knowledge to fix something out here. We are also paying \$500 to get out of bed in the morning to be our engineer too. We are paying for that too.

Mr. Sevestre stated that is not a whole lot of money. When you start looking at engineering services, it is not a whole lot of money.

Mr. Oliver stated first, we need to make sure everyone understands Mike's contract. I can work with Mike between now and the next meeting and we can come back and do a presentation

of what the scope is, what is covered under the basic scope of the contract and what would go outside of that scope.

Mr. Veazey stated I promise you if you get someone like a property manager, they are going to drive through once a week. They are not going to come up here at midnight and deal with security. There is a certain value to having someone that is here all of the time but I have no problem looking at it.

Mr. Oliver stated we have a button on the website and those messages will go to Erin and she will divvy them out. We will send out an email blast explaining the communication process. I think several things we have been working on with this District is customer service related and communication failures. We are going to fix those problems.

Mr. Armstrong stated I am new to the board. I don't know the scope of your job, so that is why I thought it was something we should look at. I think you are a great asset to the community, as well as to the CDD. I was just saying as a whole this is an area we should look at and see if it is cost effective and if we are getting our moneys worth.

## **TENTH ORDER OF BUSINESS**

### **Audience Comments**

Mr. Oliver stated I have a comment from resident Dan Burgoon. He had asked about golf cart signage and a way to reduce negative visual impact.

Mr. Yuro stated I saw the email, as well. We have removed a couple of sign posts. We have combined a couple of signs down at Stonehedge Trail Lane. I still need to cut the posts. Several of the signs along the golf cart path have been lowered to reduce the amount of sign posts there and improve the overall appearance. His complaint seemed to be specific to the three golf cart community designation signs as you come in St. Johns Golf, Stonehedge and Eagle Point. Those are set by the County standard, so there is no opportunity to reduce the size and height of those. They are set for vehicular traffic. A couple of the bigger signs on Leo Maguire are bigger and taller because that is what the code requires.

Mr. Armstrong stated I read the same email you did and I made a few phone calls to some other clubs that had golf cart signs. They are grandfathered in because those signs were up prior to the covenants changing, so if they update the signs, they have to replace them with the new ones.

Mr. Yuro stated but that has nothing to do with us becoming a golf cart designated community. In order to become a golf cart designated community, we had to meet the current standard.

Mr. Armstrong stated correct but if they change one of those signs in those other communities, they will have to replace it with the standard today.

Mr. Yuro stated absolutely.

Ms. Amelia Johnson stated two years ago when I was the Chair on the mailbox restoration committee, the District approved painting all of the sign posts, light fixtures, etc. Can we maybe get that done and maybe even paint those golf cart sign posts to match the rest of the signage in the community?

Mr. Yuro asked are you talking about the new ones we just put up?

Ms. Amelia Johnson responded yes.

Mr. Yuro stated I think we could paint the signs. I probably want to get the County to sign off on it.

Ms. Amelia Johnson stated I would like to see all of the signage posts painted for the light posts, light fixtures and the posts for the new golf cart signage.

Mr. Yuro stated all of the stop signs and all of the other signs in the community were painted last year. They are actually in very good shape right now. The streetlights were also painted last year. The issue with the streetlights is several years ago before I took over they were painted with paint brushes, so when we painted them last year, we scrapped off as much as we could and painted it but the paint behind it is what is starting to come off again. That is why the streetlights look like they do.

Mr. Armstrong asked what about painting the back of the signs?

Mr. Yuro responded I certainly thing if we do the posts then we can do the back of the signs without much difficulty either. Is that something the board wants to move forward with?

Mr. Armstrong responded we just need your approval to go check with the County to make sure it is okay.

Mr. Yuro stated okay.

Mr. Veazey asked so you are now ready to fine people?

Ms. Amelia Johnson responded yes. They are going street by street now and saying we are fining you. It is \$40 and you get new numbers and a new flag.

A resident stated the tennis court players would like a recycling bin at the tennis courts. I come to a lot of the meetings. I would thank Jim and Mike if they can get this resolved because it is comical and embarrassing to see as the meeting gets closer to Mike's report and the tension builds and then the smirks and the huffing and the body language from certain board members. It needs to be resolved. It is embarrassing as an observer and as a resident.

A resident stated I am from the homeowners association. We are coming close to making some determinations on cable and internet for the future. There is a possibility that we might have to go to a different vendor, which would require new infrastructure, which would require access over an easement. We would like to ask that you appoint one person or give us a point of contact.

Mr. Veazey asked what exactly are we talking about?

A resident responded there would probably be a requirement for the new vendor to do something similar to Lifestream. Now that is yours but we are going to enter into it with an agreement. We would like to have someone appointed to be the focal point or you just give us blanket approval.

Mr. Sevestre stated they can call a special meeting. When you start getting in to easements, there are easements already there. The only thing is if they are going to start doing directional boring and stuff like that, they are going to have to follow the State Laws about calling in for digs, locating all of the drops for all of the house, etc. The easement belongs to the utilities.

On MOTION by Mr. Hayes seconded by Mr. Armstrong with all in favor to Appoint Mr. Sevestre to Review & Sign Off on Easement Granting the Cable/Internet Provider to Install Cable was approved.

## **ELEVENTH ORDER OF BUSINESS**

### **Financial Reports:**

#### **A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending August 31, 2013**

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of August 31, 2013.

#### **B. Check Run Summary**

**1. General Fund**

Mr. Oliver stated included in your agenda package is the general fund check run summary.

**2. Capital Reserve Fund**

Mr. Oliver stated included in your agenda package is the capital reserve fund check run summary.

On MOTION by Mr. Randolph seconded by Mr. Sevestre with all in favor the General Fund Check Run Summary & the Capital Reserve Fund Check Run Summary were approved.

**C. Special Assessment Receipts**

Mr. Oliver stated included in your agenda package is the special assessment receipt schedule.

**TWELFTH ORDER OF BUSINESS**

**Next Meeting Scheduled – November 20, 2013 at 6:00 p.m.**

Mr. Oliver stated the next scheduled meeting is November 20, 2013 at 6:00 p.m.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Armstrong seconded by Mr. Hayes with all in favor the Meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman