

MINUTES OF MEETING  
JULINGTON CREEK PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Julington Creek Plantation Community Development District was held Tuesday, September 9, 2008 at 6:00 p.m. at the Community Development District Administrative Offices, 950 Davis Pond Boulevard, St. Johns, Florida.

Present and constituting a quorum were:

Susan S. Beaugrand	Chairperson
Kathleen P. Minnis	Vice Chairman
April Spears	Assistant Secretary
Brian Pincket	Assistant Secretary
Del Dosch	Supervisor

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Matt Maggiore	District Engineer
Mike Lucas	Basham & Lucas Design Group
Stacie Hernandez	Julington Creek CDD
Shelly Timbol	Julington Creek CDD
Ashley McVeigh	Julington Creek CDD
Jerry Hill	Julington Creek CDD
Kim Harless	Julington Creek CDD
Morgan Ragland	Julington Creek CDD
Maria Gunther	Julington Creek CDD

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Beaugrand called the meeting to order at 6:00 p.m.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the August 12, 2008 Meeting**

Ms. Beaugrand stated the next item is approval of the minutes of the August 12, 2008 meeting. Are there any corrections or changes to the minutes?

There not being any,

On MOTION by Ms. Minnis seconded by Mr. Dosch with all in favor the minutes of the August 12, 2008 meeting were approved as submitted.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the August 26, 2008 Meeting**

Ms. Beaugrand stated the next item is approval of the minutes of the August 26, 2008 meeting. Are there any changes?

There not being any,

On MOTION by Ms. Minnis seconded by Mr. Dosch with all in favor the minutes of the August 26, 2008 meeting were approved as submitted.

Mr. Pincket joined the meeting at this time.

**FOURTH ORDER OF BUSINESS**

**Approval of Pay Requests**

Ms. Beaugrand stated the next item on the agenda is pay requests. We have had the addition of pay request 260 reimbursing the district \$26,948.87. It looks like we got backboards for the pool, umbrellas, swings, and the like.

Ms. Minnis stated it is just a lot of them thrown together. It is not from one person. It is moving money for purchases made for several things.

Ms. Beaugrand stated it is to reimburse our general fund out of the bond proceeds for what has been prepaid by the district. We have furnishings, play equipment, backboards and so on.

Ms. Minnis asked is the play structure something that we approved?

Ms. Beaugrand stated this is for the play structure at the new facility.

Ms. Hernandez responded yes.

Mr. Lucas stated we took that out of Dicky Smith's budget because we could get the tax exempt credit.

Ms. Beaugrand asked is this included in the separate spreadsheet you are keeping track of Stacie?

Ms. Hernandez responded yes.

Ms. Minnis stated this was part of something Dicky was going to put in and just by moving the money and us purchasing the same thing that was under that plan. That is what confused me we had been talking about something else and all of a sudden this came up.

Mr. Lucas stated that is why you are purchasing the playground equipment.

Ms. Beaugrand stated not only do we get the tax free but we also don't get charged profit and bond on top of that to Dicky. We are saving significantly when we take all of that into consideration.

Ms. Spears joined the meeting at this time.

**A. Pay Request No. 261 Payable to Julington Creek Plantation CDD in the Amount of \$89,114.44**

Ms. Beaugrand stated pay request no. 261 is another reimbursement to the district for fitness equipment, audio visual equipment, pagers, office supplies, deck furniture and window coverings. Again, being tracked on that other report.

Ms. Hernandez stated correct.

Mr. Pincket asked on the pagers how do you envision those being used? Is it pagers for the child watch area?

Ms. Hernandez responded yes.

Mr. Pincket stated there are ten pagers who is going to be using them?

Ms. Hernandez responded when a child comes in the child watch area we are not going to be changing diapers. Those children who are in diapers we are going to send that parent to wherever they are going with a pager and if there needs to be a diaper change we will page them, and for an emergency if they need their mother or father this is a quick way to get in touch with the parents.

Mr. Pincket stated you are envisioning no more than ten children being in the area. You have ten pagers.

Ms. Hernandez stated we have ten pagers.

**B. Pay Request No. 262 Payable to Hopping Green & Sams in the Amount of \$2,825.44**

Ms. Beaugrand stated pay request no. 262 is for Hopping Green & Sams for legal counsel, zoning, D.R. Horton payment, liquor license, etc.

**C. Pay Request No. 263 Payable to Julington Creek Plantation CDD in the Amount of \$13,091.75**

Ms. Beaugrand stated pay request no. 263 is reimbursing the district for \$13,091.75 for cables and audio visual, telecommunications, license, office supplies, tennis supplies, signage.

Mr. Pincket asked on the ADS telecom amount which looks like half of the total there is no itemization in this invoice on the black box. There is a lot of stuff here and this is confirmation that you shopped and compared this.

Ms. Hernandez responded yes and I have more detail in the black box binder in my office.

Mr. Pincket asked did you get bids from different companies for all of this?

Ms. Hernandez responded yes.

Ms. Minnis stated I was looking at something as a general practice that as a CDD we said we would do that, go for competitive pricing but what is the law on going out for bid?

Mr. Haber responded there is a threshold on price and it is \$150,000 it would be a pretty large purchase before you would publicly procure and advertise and that kind of thing.

Ms. Minnis stated as a rule they have always shopped around.

Mr. Pincket stated that is fantastic. I just wanted to make sure before we sign a contract for \$22,000 for this kind of equipment that we looked at competitive bids informally.

Ms. Hernandez stated yes.

**D. Pay Request No. 264 Payable to Basham & Lucas Design Group, Inc. in the Amount of \$6,990.00**

Ms. Beaugrand stated pay request no. 264 is to Basham & Lucas for the landscape, construction administration process and also their help for putting the bid documents together on the signage contract.

**E. Pay Request No. 265 Payable to England Thims & Miller, Inc. in the Amount of \$1,898.08**

Ms. Beaugrand stated pay request no. 265 for England Thims & Miller for the parking lot permits.

**F. Pay Application No. 14 O.R. Dicky Smith & Company, Inc. in the Amount of \$746,247.00**

Ms. Beaugrand stated next is the pay request from Dicky Smith, pay request no. 266.

Mr. Lucas stated he is in the process of wrapping things up. The general conditions he is billing 97%. He will be complete within the next month. For those of you who were able to get down there you can see the exterior of the building is done, the landscape is basically done, all the fencing is up, the skate park equipment is in place, the pool deck is complete, all the awnings are up, water is in all the pools, fitness equipment is in and we will start to allow them to put furniture in the first of next week. It is in the final stages right now and it really looks good. It is very impressive when you pull up and see all that with the landscaping and all the color and the cupola.

Ms. Beaugrand stated just for the board's information there is security out there and they do have our names now. I did try to go out there Saturday and got turned away. She was very nice she was doing her job. She felt really bad. I do have a couple of questions. We were just talking about the playground allowance and on line 68 we have \$50,000 in there still.

Mr. Lucas stated he credited that back to you. He took the money out in a change order. That was taken out two change orders ago.

Ms. Minnis stated I don't remember it.

Ms. Beaugrand stated I don't see it. Wait, change order no. 10 line 141 playground allowance reconciliation. So there must have been something netted down to \$36,000 from \$50,000 in that change order.

Ms. Minnis asked do you know when that change order was?

Ms. Beaugrand responded it would have been recently.

Mr. Lucas stated change order no. 10 we are on change no. 11 so it would have been last month when you approved it, August 12.

Ms. Beaugrand stated in walking around I didn't see the walkway under the slide.

Mr. Lucas stated what we ended up having to do is we had to modify it again. There physically wasn't enough room to get that in there and we took that 112 square feet and put it back here so it was a minimum planting bed. We couldn't squeeze in that walkway.

Ms. Beaugrand stated you just offset the two against each other for net zero change.

Mr. Lucas stated yes.

Ms. Beaugrand stated when I didn't see that I wanted to make sure it was reconciled.

Mr. Lucas stated I meant to bring that up and tell you about it but they couldn't get that walk through there.

Ms. Beaugrand stated in looking at it there is not enough room to do that.

Mr. Lucas stated the foundations for the pool slide were bigger than we anticipated and there wasn't enough room to get that walkway through there. We cut it back to the minimum so we could get that 35 feet from the pool edge.

Ms. Beaugrand stated there are a couple of places on the pool deck where it looks like we have some shallow spots and if you go outside the younger kids area there is a dip and outside where the pool building is if your back is to the building itself and you are facing towards the pine trees. There are a couple of different places and there wasn't any kind of a french drain or anything there that I saw that might catch that and I don't know if we noticed during the big rainfalls we had if we had any pooling.

Mr. Lucas stated it was a good time to have the big rain because where it ended ponding was as you came out of the rear covered area, we had a lot of water pond there. Nothing is going to get the water out on the amount of rain we had then but they said that was the only area that had ponding longer than normal. There were a couple of leaks and that was a good time and they fixed those where rain flew up underneath the flashing. I will ask Stuart again about those areas.

Ms. Beaugrand stated if we have rain again within the next 30 days.

Mr. Lucas stated that was a good time to have that come through because he said that was the only area that had ponding.

Ms. Beaugrand stated there are some places on the pool deck where they pulled some pavers up it looks like they are doing some adjustments out there.

Mr. Lucas stated the pool engineer was out and he did his report so they were probably adjusting some things. We will be out there tomorrow and I will talk to Stuart and Ron to see if there are any other areas of concern that we need to look at as far as drainage.

Ms. Minnis stated change order no. 10 on August 12 is in these minutes and it says \$22,000.

Ms. Beaugrand stated PCO 38 is a credit of \$38,028 and we credited back playground equipment so we could take advantage of the tax exemption.

Ms. Minnis stated okay.

Ms. Beaugrand stated there are several change orders that are included in PCO 10 that make up the total on line 141 a credit of \$36,028.

Ms. Minnis stated okay.

**Pay Request 269**

Ms. Beaugrand stated we have an additional pay request 269 and it is for Sun State Landscaping which is the pay request for the month of August in the amount of \$122,392.80. We have the lien waivers, etc.

Ms. Minnis asked why is pay request 260 is hanging out here and wasn't in here and it is dated the 11<sup>th</sup>.

Mr. Maggiore stated 260 somehow didn't get in the agenda package either because we didn't send it to GMS or it didn't make it or something.

Ms. Minnis stated I just wanted to know if it was an administrative kind of issue and that is what it is.

Mr. Pincket stated is pay request no. 266 and application no. 14?

Ms. Beaugrand responded yes.

On MOTION by Mr. Pincket seconded by Ms. Minnis with all in favor pay requests 260 through 266 and 269 were approved.

**FIFTH ORDER OF BUSINESS**

**Discussion of Severn Trent Outstanding Invoice**

Ms. Beaugrand stated the next item on the agenda is discussion of Severn Trent outstanding invoice.

Mr. Oliver stated there is no action to take on this letter tonight. Briefly, when Severn Trent was given their termination notice October 11, 2005 they had a 60 day period in which to transition. They completed that transition before the end of November and no longer did any management work. They were paid items listed on their invoices except for management fees for December, which were prorated the 1<sup>st</sup> through the 11<sup>th</sup>. Right now Severn Trent is

protesting that. We are going back through records to determine if they did provide any management services during that period. We discussed with district counsel whether or not Severn Trent has the right to the full 60 day management fee if they were not performing work. We first need to substantiate whether or not they performed any work. All of their records had already been sent to GMS and GMS was actually taking on all the administrative and financial services. I need to determine if they did anything to warrant management fees from the 1<sup>st</sup> to the 11<sup>th</sup>.

Mr. Pincket asked is it relevant whether they did anything or not?

Mr. Haber responded we are also looking into that. I think it may not be relevant and I think they may have a valid claim but we want a little more time not to look at whether they did the work but whether there was a request for any work that they failed to do in which case I think that would be relevant because if they had a valid contract at the time they didn't perform then I think that is relevant. We are looking at that as well.

Ms. Beaugrand stated the other thing to note is we weren't the only district that they billed. There were a number of different districts at the same time that were changing district managers. They sent all the chairmen certified letters to their homes.

Ms. Minnis stated this is dated August 15, 2008 and it says we have been working with Mr. Mossing since December 2006, almost two years.

Mr. Oliver responded they have had a series of phone calls and emails back and forth.

Ms. Minnis stated for almost two years.

Ms. Beaugrand stated I think the issue is they are claiming they should get the full 60 days, we claimed they should only get paid for work that has been completed during that 60 day period. That is what you are going back to research. That will come back to the agenda next month.

## **SIXTH ORDER OF BUSINESS**

### **Discussion of Recreation Complex**

Ms. Beaugrand stated the next item on the agenda would be the recreation complex.

Mr. Lucas stated before I have you approve the change order that we approved the PCOs last month I want to discuss the PCOs for this month because Dicky Smith went ahead and put a credit on the first PCO that I am going to discuss on the change order from last month.

**PCO 45**

Mr. Lucas stated PCO 45 this original PCO was one that you had approved to come back and put in a coved tile base in the bathrooms. The cove tile that Laurie specified ended up being discontinued. In order to expedite the process we talked to Stacie to make sure this was okay and what we have done in other facilities is come back and put a vinyl coat base in that complies with the intent and what we will do is since the new pool code is going to change in the next two months it says you can have tile in there, we will probably pull that vinyl base up that way you get a credit back of \$2,300 and we end up complying with the present pool code. In the future you will comply with that because the future does not require a coved base it just requires a tile surface. So you are getting a credit of \$2,300. If for some reason an inspector comes back in a year and this has never been the case and they ask why does she have the coved base we will have the vinyl base Stacie was going to store this so you could put it back down if it ever became an issue.

Ms. Beaugrand asked is the tile going to run all the way flush to the bore?

Mr. Lucas responded yes you have tile basically in an L shape you have tile on the floor and you have vertical tile. The new pool code that is coming out which will be adopted in two months says as long as you have tile surface that will comply. The old pool code said it had to be coved and that is why we went back and selected that cove tile but the tile that Laurie wanted to use was discontinued.

Ms. Beaugrand stated that would have been a permanent cove tile feature.

Mr. Lucas responded yes and this is temporary, it is what we ended up doing at Durbin and other jobs. You can leave it down but we will just pull it up because it will look nicer.

Ms. Beaugrand asked and the adhesive?

Mr. Lucas stated they will just put enough adhesive for it to adhere to. That \$2,300 credit is on the change order that you approved last month. Typically I start with the change order that you already approved.

Ms. Beaugrand stated we need to approve the PCOs before we approve the change order.

Mr. Lucas stated yes if that is okay.

**PCO 47**

Mr. Lucas stated PCO 47 even though we went back and verified this is the height of the cross walk I had Stuart verify that they did talk to each other and he verified that they talked to each other but unfortunately he didn't verify that it was specified that way. When he got the bids back in he realized they weren't talking to each other so this is the additional cost to have the radio receiver so that they do talk to each other.

Ms. Beaugrand asked is Stuart going to pay for this?

Mr. Lucas responded he said he just missed it on that one. I said I even asked you about that and he said I checked to see that they worked that way but I didn't check to see if it was specified that way. It wasn't specified that way on the drawings that Brian had specified to have them talk to each other.

Ms. Beaugrand stated even though that was what we specifically talked about in this meeting.

Mr. Lucas responded yes.

Ms. Beaugrand asked was it Brian's error or was it Dicky Smith's error?

Mr. Lucas responded it would be Stuart's error because I specifically asked the question and he did the research that said they had that capability but he did not check to see if it was specified that way.

Ms. Beaugrand stated he didn't check Brian's plans to see if it was specified that way.

Mr. Lucas responded no.

Ms. Beaugrand stated so Brian wasn't told to make sure that was part of the specifications.

Mr. Lucas responded we already had the specifications and it is one of those things that you sort of assume you have the things they are going to talk to each other and they didn't. This is the cost it would have been regardless.

### **PCO 48**

Mr. Lucas stated when Terry came out to do his final pool inspection there were a few little things that needed to be corrected. This is one thing I missed on my drawings. Every pool has to have a shower within 20 feet of the pool and the wading pool did not have a shower within 20 feet.

Ms. Beaugrand asked is that the one that is under the cover?

Mr. Lucas responded yes that is the one under the cover. It is so far removed from the other pools that we had to have a separate one for that. We have one by the interactive fountain and we have one that the junior olympic pool and the family pool share but there was no way to make all three of them be able to share.

Ms. Beaugrand stated is this a code issue?

Mr. Lucas responded this is a code issue.

### **PCO 49**

Mr. Maggiore stated PCO 49 is related to the existing parking lot at the park across the street. This is to pull out the under drain that is underneath the existing parking lot which is failing now.

Ms. Beaugrand asked is that where it keeps on caving in?

Mr. Maggiore responded it runs the whole length of the parking lot. Basically from that storm structure there is perforated pipe that comes out of that storm structure that is under drain pipe which the purpose of under drain is to keep the ground water low below your parking lot to keep the groundwater from getting to your asphalt. Basically that pipe is failing. The contractor excavated it in two different spots and I went out there yesterday and it is pretty clear you can walk along the parking lot and pretty much follow it. If we don't do that we will continue to have problems. Through a little bit of research we figured that is the best way pull that out put in new under drain recompact it and then we won't have an issue.

Ms. Beaugrand stated going back in time one of the reasons we were talking about doing the improvements we are doing over at the park was because of the continuous failure of that road. We knew something was happening underneath the parking lot. We finally found out what it is.

Mr. Maggiore stated a few years back it was mostly limited to the area right around the catch basin. Now it has gotten worse even over the last year it has gotten worse where you can see it continuing both directions.

Ms. Minnis stated that parking lot is about 14 years old. Are we going to have to do this every 14 years? What you are putting in is it different or are you putting in the same thing?

Mr. Maggiore stated it could be different. It could be that that under drain wasn't wrapped properly. Under drain is black plastic pipe that is perforated and you put a fabric

around it that keeps soil from infiltrating. You want water to get in the pipe but you don't want soil to get in the pipe. The problem is now soil is getting into the pipe. As the soil gets into the pipe it is coming out from under your asphalt and the asphalt falls. It is slow it has taken 14 years so it is relatively slow but it probably was not installed correctly.

Ms. Minnis stated when you pull it up would you be able to see that?

Mr. Maggiore responded probably. He didn't want to dig it up too much at the time when I was out there he did a couple of small holes but once he gets in there and really starts tearing it up we will probably be able to see if that fabric is wrapped all the way around.

Ms. Minnis stated the reason I'm asking is if you find that you think it was wrapped properly and we are putting this same thing back in kind of have this on the radar down the road that maybe that is not the right answer for that parking lot.

Mr. Maggiore stated it is pretty standard to have the filter fabric wrap under drains.

Mr. Lucas stated it is what you will have just about any place. Most likely the installation wasn't correct, something wasn't compacted right.

## **PCO 50**

Mr. Maggiore stated PCO 50 is related also the restroom at the existing park. The change order we came to you with last month to revise the force main connection that is leaving the restroom, JEA basically had a change or heart from what they told us they would accept and now they requested we do something different which is slightly more expensive. It is related to the force main that is pumping out of the new restroom connected into the existing sanitary sewer system.

Ms. Beaugrand stated so we are crediting what the PCO was last month on this one and we have a new cost for a net add of \$2,462.

Mr. Maggiore stated correct.

Ms. Beaugrand stated this is again a non discretionary issue because JEA won't give us the hookup.

Mr. Maggiore stated we went to JEA with basically three options last month. We got them to basically approve any of those options and then we had Dicky Smith price them we went with the most economical option which was to tap the 16" force main that is on the north side of Davis Pond Boulevard. Subsequent to that they changed their mind or someone got overruled

however you want to look at it so now we have to bring the 2" force main under Davis Pond Boulevard set a small manhole and connect it to an existing gravity sewer line that is on the south side of Davis Pond Boulevard.

Ms. Beaugrand asked are they going to sign off on this as a final approval so they aren't going to come back to us down the road in another two weeks and change it again?

Ms. Minnis asked do you have that in writing?

Mr. Maggiore responded I do not I will have to get that in writing. There is some question as to whether we will even have their approval at all because the gravity line we are hooking into on this side is a private gravity line.

Ms. Beaugrand asked owned by whom?

Mr. Maggiore responded owned by I believe you. They may not even have a say in it.

Ms. Beaugrand asked but to turn on the water there they could hold us hostage right to do the hookup?

Mr. Maggiore responded right. Basically they are approving of this so we will get it in writing before we do it. We don't even have it drawn up yet. We scrambled yesterday got with JEA and got with Dicky.

Mr. Lucas stated before you were tying into that side of the road now you are tying in on this side.

Mr. Maggiore responded correct.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor PCO 45, 47, 48, 49 and 50 were approved.
--

**C.O. No. 11**

Mr. Lucas stated I would like to submit change order no. 11 for approval all of which we approved last month including the credit on PCO 45.

Mr. Pincket asked what PCOs does that include?

Ms. Beaugrand responded it includes PCOs 41, 42, 43, 44 that were approved at the meeting of August 12, 2008 and PCO 45 which we just approved the credit on the cove tile. That totals \$18,190.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor change order no. 11 in the amount of \$18,190 was approved.

Ms. Beaugrand stated we have already approved change orders totaling about \$25,000 plus another \$18,000 so that is about \$43,000 which is out of the \$9.6 million contract is extremely low on a percentage basis. We are still well below 1%. I know we get change order fatigue but there are a lot of relatively small change orders. I thought that was kind of important to know.

Mr. Lucas stated your original contingency was 10% which was \$800,000.

Ms. Beaugrand stated right but I also have to make sure that you realize that is net of some credits that we are still spending like the playground and some of the other stuff like that that we took out of Dicky's contract.

Mr. Lucas stated the skate park and playground was taken out of Dicky's contract.

Ms. Beaugrand stated even so that is still from a hard cost construction standpoint a very, very low change order rate based on my experience.

Mr. Lucas stated Stacie and I will be meeting out there tomorrow. The pool engineer has done his walk through those issues will be addressed over the next week. That way the state inspector will probably be there in about a week to week and a half to sign off on the pool then hopefully we are going to have site approval by the next couple of weeks.

Ms. Beaugrand stated I have to say it is beautiful. I would encourage you all to go see it. It really looks good. The fitness center is going to be awesome.

Ms. Hernandez stated Kim Harless worked endless hours last week putting that together. She was there early in the morning until late in the evening. She had help from all of her family members.

Ms. Beaugrand stated I think that the fitness room for the classes I'm glad we made it as big as we did. It is really going to accommodate a lot of people. The only thing that I don't like is the carpet in the multipurpose room but it is not that bad it is just my personal preference. Everything else is to die for. I like the colors I'm happy we chose those colors they are very neutral but they have enough tone in them to not be too neutral.

Ms. Minnis asked is there a guard there 24 hours?

Mr. Lucas responded yes and she walks the area down there. Right now she is protecting the skate park until it is turned over to you because we are worried about kids getting on the skate park. She walks that area down there and then comes up here.

Ms. Minnis asked if we go what time should we go?

Ms. Beaugrand stated I would go during the day but they are there and have our names on the list. It is not like going mid construction with the cranes there.

Mr. Lucas stated you would think it was done.

Ms. Beaugrand stated the outside is done except for a few minor finishes on the landscaping. It is awesome.

Ms. Spears asked do we know when it is officially going to open?

Ms. Beaugrand asked what is the expected turnover date?

Ms. Hernandez responded not until I get keys in hand and my staff is ready to go, between 24 and 72 hours return. We are packing our bags we are ready to go got everyone in line. There are only a few things left but they are big things. We have to wait before we send out the invitations.

Ms. Spears asked there is a plan for a grand opening?

Ms. Hernandez responded yes.

Ms. Beaugrand asked what is Stuart estimating for a turnover date?

Mr. Lucas responded two or three weeks.

Ms. Beaugrand stated so the end of September. We are right on track.

Mr. Lucas stated by contract he has to the middle of October.

**SEVENTH ORDER OF BUSINESS**

**Discussion of Preliminary Opinion of Costs**

**EIGHTH ORDER OF BUSINESS**

**Discussion of Cost of Complete Schedule**

Ms. Beaugrand state the next item is discussion of preliminary opinion of costs and that is behind tab 7. Let's talk about item 8 at the same time. I already apologized to Matt but Matt sent this to me to see if I was okay with it ahead of time before it went into the package. When I looked at the stuff behind 7 along with the stuff behind 8 it just didn't jibe to me. I know I am a numbers nerd but what I really want to be able to have the board see and whoever is here is the big picture, what our original budget was what change orders we have had to date what that new total is what we spent to date and what costs we have remaining to complete on the expense side

and against what our sources are which are our sources of money which is the capital reserve bond funds and the Horton funds. Then what the net difference is for example if you look behind 8 they are saying we have remaining to complete just under \$2.3 million worth of work on everything. We have sources of funds totaling \$6.3 million so we have a surplus of funds of just over \$4 million which we anticipated when we originally decided what bond amount to issue that any leftovers would go back to refund the bond to reduce future assessments. If everything changes we still have some money there to refund. What I really wanted to show more than just the cost to complete, the whole budget. They are going to revise that for our next meeting.

Mr. Pincket stated we have something in the book that seems like the numbers you just read in the handout.

Ms. Beaugrand stated that is right. I was looking at the one in the book. There are some minor changes but it is the same basic thing except cost to complete of \$3.1 million. It is because they didn't have the right number for cost to complete on Dicky's contract.

Mr. Maggiore stated it was the retainage.

Ms. Beaugrand stated yes.

Mr. Pincket stated the source of funds you said the Horton funds I don't see that on either one as a source.

Ms. Beaugrand stated right and that is \$550,000 we collected some of that but I couldn't think of any other sources we have, maybe interest income.

Mr. Pincket asked this will be updated for the next meeting?

Ms. Beaugrand responded yes. I will work with them in the interim to make sure that we provide a clear picture. I think it is important at this point because the other thing is we talked a couple of months ago about staff coming up with some items of maintenance that after 12, 13, 14 years we have had this pool that we probably need to do now is the time. I'm not talking about spending all \$3 million by any means but there are some maintenance items we need to consider for the pool. I know it is terrible timing because we are getting ready to come to a head there.

Ms. Hernandez stated Jerry has that number.

Ms. Beaugrand stated okay.

Mr. Hill stated I do have that. I can give you copies of what I have or we can discuss it.

Ms. Beaugrand stated let's do it in concert with next month so we have the big picture. Let's put it in the book next month with the others so we have time to really look at it and compare it against what we have remaining in the budget.

Mr. Hill asked would you like a copy of what I have here?

Ms. Beaugrand stated that is fine, hand it out. We will look at that and we will work together during the month Matt and Jim and figure out what to do. Do you have any questions on that?

Mr. Pincket stated behind Tab 7 there are a couple of overruns that I want chat with and maybe get an explanation. The first one is the pool area deck furniture. At this point we are over \$38,000+.

Ms. Hernandez responded what I have done is you see BB and CC because they all relate to furniture I have in my own accounting combined those two. At the time that Laurie offered to bifurcate the interior furniture she had estimated costs for tables that were hard natural woods. The nature of what we are going to be doing in there chances are 9 times out of 10 people will probably cover that with their own linens or having parties and the gouges and the cleaning and everything so I switched from a hard wood to a very commercial yet very beautiful laminate. That cost savings was huge so I am going to be coming well under the furniture and fixture equipment line and I selected sturdier pool deck equipment furniture which is why we are over. The bottom line is I will come in under budget.

Mr. Pincket asked do we anticipate at this point in time whether we are going to be over on any other items by the time this project is complete?

Ms. Beaugrand stated telephone we are already over.

Ms. Hernandez responded bottom line we will be under the total. Things will move around as we see we need this or we don't need that. When this was put together it was a long time ago but bottom line we will be under budget.

Ms. Beaugrand stated the other question I had is if you look back at the contract for the landscaping was \$396,000 and we have \$450,000 is there something else included in this \$450,000 other than the Sun State contract?

Mr. Lucas responded you were just under it.

Ms. Beaugrand stated so we have some cushion there that is another \$50,000 as well.

**NINTH ORDER OF BUSINESS****Designation of Date of Public Hearing to Adopt Revised Rules of Procedure in Accordance with Chapter 120.54, Florida Statutes**

Ms. Beaugrand stated the next item on the agenda is designation of date of public hearing to adopt revised rules of procedure in accordance with Chapter 120.54, Florida Statutes.

Mr. Haber stated this is a document our firm has drafted and have pretty much distributed to all the districts we represent throughout the state. This district already has rules of procedure that it has adopted. You are required to adopt those rules at a public hearing similar to the public hearing we held at the last district meeting. Between the time that this district originally adopted the rules that we originally prepared and the one we have now there have been several changes to the laws that support these rules. We also reviewed the rules based on our experience with several districts to make them in our opinion more efficient. What we plan on doing is having circulated a redline copy of the current rules with our changes so that way you could see the actual changes we made in time for the public hearing to adopt them. Once you get that or if for any reason you have questions feel free to give my office a call we can go over those with you. The intent is that at a public hearing which will be noticed 28 and 29 days separate notices that the board will hold a public hearing to discuss and potentially adopt those rules. I have spoken with Jim and I think because it is a 28 and 29 day notice and because of the time it takes to deal with the newspaper to get them published we recommend that we hold that public hearing to adopt the rules at the November 18<sup>th</sup> meeting as opposed to the October meeting just to give that extra time to deal with the newspaper to get the notices prepared and published.

Ms. Minnis stated I read these and there is something in here that I don't like. I scanned through it and I couldn't find it but it has to do with contracts. Based on what you just said would we be adopting the same thing that Nocatee and the same thing that Oakleaf Plantation?

Mr. Haber stated the purpose of a public hearing is to discuss and if there are things that people don't like and want to change we can do that although as you go through that below them are the citations to the statutes so we couldn't be inconsistent with what the statutes require but to the extent that we can make changes that are still consistent with Florida law that is the purpose of the public hearing. I would say generally speaking these would be the same rules you will see at most of the districts that my firm represents.

Ms. Minnis stated I am going to reread these to find the one that was bothering me but if we have any questions bring them back to the next meeting so we can as a group agree on it before the public hearing in November or September or October that is three months.

Ms. Beaugrand stated I guess the question is you said you were going to provide a redline copy so maybe if we can get the redline copy out to us in our next book then we will have time to look at what the changes are for the next meeting to discuss before we go to the public hearing in November.

Mr. Haber stated that makes sense.

Ms. Minnis stated if we have a specific question as to why something is in there can we send it to you so you can bring me an answer?

Mr. Haber stated you can call or whatever you want to do but I will be happy to have those answers ready for you.

Ms. Minnis stated okay, thank you.

Mr. Haber stated we just want a motion setting the public hearing.

<p>On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the public hearing to consider the revised rules of procedure was scheduled for November 18, 2008 at 6:00 p.m. in the same location.</p>
---

**TENTH ORDER OF BUSINESS**

**Report of Landscape Committee and Consideration of Landscape Maintenance Proposals**

Ms. Beaugrand stated the next item is the report of the landscape committee and consideration of the landscape maintenance proposals.

Mr. Haber stated I just want to give a quick background. Essentially, the district has put out what is called a request for proposals for landscape maintenance services. What a request for proposal means is that the district as you know has approved evaluation criteria, proposals are submitted and it gives the district the opportunity to review the proposals that are submitted and evaluate them based on the evaluation criteria that was established as opposed to just relying on one objective such as price. The district has appointed a committee to review the proposals and I believe that committee met last week and reviewed and scored the proposals so now you would ask that committee to give its recommendation to the board based on their evaluation. The board

can then ask any questions and ultimately assuming you want to move forward with the committee's recommendation or do something else we would ask for a motion to that effect.

Ms. Minnis stated the district received six separate proposals. Jerry delivered them and on the committee it was Stacie, Jerry, myself and Jamie Fowler was on the phone with us when we went through this review. Jerry handed out the criteria. I made a spreadsheet when I went through these and one of the things we found in the process of doing this is the discrepancies of what we asked them to submit and what is actually submitted. I went through and summarized what is in these books on these spreadsheets. The one thing we did notice that Austin Outdoors made an error in their proposal, their numbers do not add up to their overall price. Then I listed out the prices that they had and their markup price and I gave an example of what their markup would be. Jerry did the overview and walk through with the group and he did the whole thing. Then we met and we all gave our input in what we had with other landscaping companies and how we came up with the evaluation. The ranking is the third page was how we came up with number one. Stacie will you comment to the mowing?

Ms. Hernandez stated the Vila & Sons their mowing for example was \$95,000 a year for mowing and that seemed horribly low for mowing and I know it is I have been doing this for five or six years now just the landscape, I have been around here for eight. Having gone through R&R, Nanak's, Trim Terrific and putting out to bid this before \$95,000 won't even cover half the mowing we need. Last year I had asked Nanak's to give me a ballpark what they think for the new recreation center just for budget purposes and he gave me a ballpark of about \$123,000 for the new recreation center. That was kind of consistent with the other companies I spoke with. When I saw the \$95,000 from Vila & Sons the first thing I thought was that they don't understand the scope of work. Austin was \$94,000 for mowing, TruGreen was \$124,000 so some of these companies I don't think they really understand the scope and that is why I personally scored them low on that.

Mr. Pincket asked do you think the scope was clear in whatever documents we gave them?

Ms. Hernandez responded absolutely. Jerry walked around with them.

Mr. Pincket stated you have three companies that are all right there and you say they don't understand the fourth one is only \$25,000 higher.

Ms. Minnis stated one of the things that we discussed is what we observed with Nanak's right now is they can't get Davis Pond done. It took them 5 days to get Davis Pond done and it was done in sections. They come out they do a little bit they leave and they are doing it on the small riding mowers. Whereas we are getting Race Track and S.R. 13 done completely it is not one side of the road is done now and the other side is going to be done and the first side is grown back. Just their inability to do and they have this whole POA they can't even get Davis Pond done. For experience with Nanak's that is why we were wondering if these people realized we want it all done. We don't want a continual mowing out here, someone who just rides around on a tractor all day. That is what Stacie thinks with the equipment that they may not be able to accomplish.

Ms. Beaugrand asked can I ask a question on the scope just to make sure we understand? I may have missed the meeting where this was discussed in a little more detail. We are talking about Race Track Road, S.R. 13, these facilities here and the new recreation center.

Ms. Hernandez stated and Jerry walked around with all of them.

Mr. Hill stated I took everybody, I took a tour with everybody that bid and we did all of S.R. 13, we drove down through there and pointed out everything, all the way down Race Track, walked all through the playground area, through here, all through this pool, all around the new facility. As we went along I asked if anyone had any questions any concerns and a couple people came back and I explained exactly my understanding that what we are doing right now all up and down the whole area and everybody was there and got the same information.

Ms. Minnis stated one of the things that TruGreen submitted was reducing the amount of mulching we do to keep the cost down. That wasn't what we wanted. We didn't want them to come in and say we are going to reduce what we are doing for you. That is another reason we didn't think they truly understood the scope of the work.

Mr. Pincket asked what is \$1,000 repair job?

Ms. Minnis stated they have a markup so they mark up. That was another factor we put in here. The scoring criteria was the lowest bid automatically the price was 30 for the mowing they got 20 so we went down accordingly. Then the markup the unit price had 10 points and we were saying it went from 15% to 60% markup. One of the things that Stacie has pointed out that once the mowing is done there is more of that work that needs to be done and although we may

go down on mowing if we go with someone like TruGreen now we are spending and also their cost.

Mr. Pincket asked what was the average of these \$1,000 repair jobs or what would fall into this repair job bucket the past year or two on average?

Mr. Hill asked the average cost on it?

Ms. Beaugrand stated the repairs on the landscaping, on the sprinkler system.

Mr. Pincket asked whatever falls into that repair job bucket.

Mr. Hill responded it varies. If somebody hits a tree on Race Track and we can have the insurance company to pay for it they do otherwise we have to do that. If there is a tree involved and it is \$1,000 just for the tree then there is a markup on top of that.

Mr. Pincket asked what have we spent on repair jobs over the last year?

Mr. Hill responded I don't know.

Mr. Pincket stated so we don't know how these markups are.

Ms. Hernandez responded we do we just don't have that here. If you give me two minutes I will take a look at it.

Mr. Pincket stated for me to know how important that factor is I need to know what the dollars are.

Ms. Beaugrand stated let me ask a question while Stacie is looking at that. The unit numbers here in the middle that is the per hour charge for whatever those people do.

Ms. Minnis responded yes it was either by acre or hour. It is unit across everywhere. That has been a problem in past contracts. Those are comparable prices.

Ms. Hernandez stated Jerry I just have my nature budget here I don't have your breakout with me. Two years ago it was \$10,000, since Trim Terrific has taken over we reduced our repairs significantly. It is part of his in-service charge his repairs so I don't have that number.

Ms. Beaugrand asked what do you mean in-service charge?

Ms. Hernandez responded a lot of times Len will come out and repair things at no cost to the CDD. He will charge for the actual item to be replaced but there is no charge for the labor.

Ms. Beaugrand asked how much do we have budgeted in our current budget for this?

Ms. Hernandez responded \$381,100.

Ms. Beaugrand stated that is the same scope of work that we are talking about and repairs as well as the normal service.

Ms. Hernandez responded correct.

Mr. Pincket asked what is the significance of the unit dollar amounts here? When looking above what the total bid is to mow, prune, clean, is that taking these unit numbers multiplied by some estimated number of hours they think it is going to take to do all of this to get these dollars above? Why do we care about the unit prices there?

Ms. Minnis stated that is a question that I had. Is that part of the 60%, is it that price plus 60%?

Ms. Beaugrand asked what 60%?

Ms. Minnis responded on the unit prices. Markup repair and replace that is a number down below. TruGreen was 60%, Nanak's was 50%, Austin Outdoor was 20%, Trim Terrific came in at 15%, Vila was 20% and Luke Brothers was 45%. When I was doing this I was reviewing these and typing this up thinking I am going to take their unit price of \$100 if we were to ask them for a bushhog for an hour they are going to charge me \$100 plus 60% so I was trying to get a comparison but then I wasn't sure.

Mr. Hill stated I thought the unit markup was going to be the markup on any items that we have so any type of supplies type thing that their markup on that would be 60%.

Ms. Beaugrand stated on repair items not on the basic, if it is \$100 or \$58 an hour to mow that is already calculated in that and for TruGreen it would be \$271 it is already calculated so it would just be any sprinklers or trees or bush replacement or whatever that kind of thing that there would be a markup on.

Mr. Pincket stated that raises a couple of questions. What is included in the overall bid versus what we need to be concerned about pricing out on a per unit basis. For example mowers, why would we ever ask them to mow something other than what we already have to mow because we know what that is right now. To simplify it take the mowers out I would say the same thing for bushhog, we know what bushhog for right now. Irrigation tap maybe that is included or granular pest application okay if we need that it is not included in the overall bid. It raises a lot of questions about it.

Ms. Minnis stated while we were doing this we have been watching hurricane after hurricane come towards Florida. We might need to go and ask them if we had a lot of trees or a lot of damage that they would need to send out additional people.

Mr. Pincket stated those items I can see so let's identify what those might be but would it be mowing, would it be a bushhog?

Ms. Beaugrand stated it would be a truck with a driver and laborers.

Ms. Minnis stated a tractor possibly.

Mr. Pincket stated labor/trash isn't that part of the overall bid?

Ms. Beaugrand stated I think labor/trash is cleanup.

Mr. Pincket asked was that an item in the bid?

Ms. Hernandez responded yes that was an item in the bid. If a hurricane comes in and wipes out all the trees like we have seen some dead trees and they have to go in and cut and take away that is an additional cost. Except for Trim Terrific that is what they cover, that is what they do, that is what they did last year at no cost to the CDD. When I was going to outsource it because they didn't have the contract I asked Nanak's to come in and tell me how much it would cost to cut all the bushes and dead trees and everything along Race Track Road and the cost for that was \$24,000. I said no thank you. Len did it at no cost as part of his service.

Mr. Pincket stated Susan asked you earlier what our current budget is, it is \$381,100 so that is what we have been paying over this past year for all of these services.

Ms. Beaugrand stated that is what we have budgeted for this current fiscal year that we just started. It is so bizarre that we have this disparity in numbers. I can see throwing out the low balls but we still have from total \$191,000 up to \$336,000 and \$230,000 and \$271,000. It is all over the place. Just to reiterate then everything is included in that overall price number with the exception of repair and replacement costs if a tree has to be replaced or irrigation has to be replaced or we specifically contract to replace some sod or something. If nothing breaks and nothing gets knocked down and nothing dies our cost for Trim Terrific would be \$336,000.

Ms. Hernandez responded yes.

Ms. Beaugrand stated then we have the rankings which is completely counter intuitive. The first thing we all look at is the pricing the most expensive company is ranked number one meaning they are the most favorable choice.

Ms. Minnis stated right and if you look at ranking we ranked Nanak's because of the problems and experience and we got the advice from the attorney when we were doing this. Can we include the fact that Austin Outdoors couldn't really tell us where they were? One of the requirements was to be in Fruit Cove.

Mr. Pincket asked what do you mean to be in Fruit Cove? Have an office here or cut other lawns here, what does that mean?

Ms. Minnis responded one is to be able to come on weekends and what Jerry heard when he was having the walk through there was reluctance to do that, to have people here on the weekends to clean up. We had questions on Vila and Austin they are more out of South Florida and we are not really sure how close they are to here, if they are really established in Jacksonville. Nanak's got a low rating because of the constant turnover that Stacie had which caused half the problems we had with them. She would get a new supervisor and then she would work with them and then another new supervisor would come.

Ms. Beaugrand asked what is the unit divided by 10 ranking?

Ms. Minnis responded that should have been 20. It was 20 for price and unit was 10.

Ms. Beaugrand stated to the unit pricing is this?

Ms. Minnis stated yes.

Ms. Beaugrand stated I just didn't understand what that criteria was at first.

Mr. Pincket asked are these contracts and is our current contract one that we can terminate without getting into an argument of whether or not they breached it on some type of 30, 60, 90 day notice?

Mr. Haber responded I would have to look but generally speaking we put a 30 day notice in without cause. I would have to double check that it may be 60. Assuming they are contracts my firm drafted and I assume they are we should have a termination without cause.

Mr. Pincket asked did we put a proposed contract in our invitation to bid so they know what they are going to be signing?

Mr. Haber responded I think we did. If you will pass me the RFP package I will take a quick look.

Ms. Minnis stated there was one thing about personnel that was the other thing that one of the requirements was to tell us who is dedicated to this project and Trim Terrific was the only person who answered it. Nanak's had this project, has worked here and didn't provide that. That was one of the requirements in the bid and out of everybody there was one person who had it.

Mr. Pincket stated I think that is important but I'm not sure that is \$130,000 important. It is something we can probably deal with. I know there is frustration on your part but my general concern is we have three bidders and I am sensitive that you get what you pay for so I am aware

of that but if we have a contract that lets us out on 30 days without arguing about whether they breached it or not because I don't want to get into that then I am more inclined to go with one of the lower priced ones looking at all of the other criteria I am not just looking at price but I have a problem choosing Trim Terrific at \$336,000 70% higher than the lowest bidder for this kind of work. If they do a poor job and I can terminate them in 30 days then they are out and let's go with somebody else.

Ms. Minnis stated given that then do we have to go through this process again in 30 days?

Mr. Haber responded these rankings would not hold up so if it turned out that it wasn't working out when you are deciding how you terminate and Jerry just gave me the termination provision that the district shall provide 30 days written notice of termination without cause.

Ms. Beaugrand stated that is what we did to Nanak's last year.

Ms. Hernandez stated one thing interesting about all of this is this past year is the first year we have ever had people call and comment in a positive way about the big difference that Race Track Road and S. R. 13 and everything looks and we don't have daily service. This contract provides us with daily service with a dedicated crew. This is the first time I have ever gotten compliments and people are happy.

Ms. Minnis stated we haven't had complaints at this meeting that we used to have in the past as well.

Ms. Hernandez stated it is not perfect but I get compliments now.

Ms. Beaugrand stated with our grass it can't be perfect.

Mr. Pincket stated I agree we do need daily service. Unfortunately I drive around and people throw trash out every single night and I come by in the morning and I see it and I know it is picked up at the end of the day when I come through. I appreciate that. I have seen that as well. Did we have Nanak's before, is that the company that people were not happy with?

Ms. Hernandez responded yes prior to Trim Terrific.

Mr. Hill stated I don't have the budget with me for this year but I think we are right over \$200,000 for all the landscaping that we are doing this year in 2008. When you add the new facility into it \$100,000 there is going to take us up over \$300,000.

Ms. Hernandez stated his number at \$336,000 is right on target where I have been for the last two or three years. His number is right on target for landscaping. That is why I only raised it to \$381,100 was my projected budget for next year.

Ms. Beaugrand stated the last year we had Nanak's.

Ms. Hernandez responded the year before last. This year right now currently we have Trim Terrific.

Ms. Beaugrand stated I know and we have had them for about the last year.

Ms. Hernandez responded right and before that it was Nanak's for three years.

Ms. Beaugrand asked what was the last year we had Nanak's what was the total cost for landscaping?

Mr. Hill responded \$144,000 just for the contract.

Ms. Beaugrand stated but there were repairs and things on top.

Mr. Pincket asked who was on the landscape committee?

Ms. Minnis responded it was Jerry, Stacie and me and the attorney.

Mr. Haber stated the attorney was there as an advisor she was not a participant as far as scores.

Ms. Minnis stated right. We asked questions like we have experience she told us in your ranking you have to have a logical method of how you are assigning it, etc.

Mr. Pincket asked was there agreement among the committee members that Trim Terrific was the number one pick?

Mr. Hill stated that was agreement. I did it a little bit different and when I went through and numbered it I started down from the high score just started going down to the next person and my numbers still matched everybody else's numbers. I even went back and did some percentage checks on different ones and I still came up with the same. My second, third and fourth pick may have flopped a little bit from someone else's but the first pick came out the same.

Ms. Beaugrand stated Shelly just reminded me of something it is not a fair comparison looking at what we spent two years ago because Nanak's did not do the maintenance for the park across the street or the pool and this facility.

Mr. Hill stated or the extension of Race Track Road.

Ms. Minnis stated that was a separate contract by Trim Terrific that he did that part and Nanak's had the main part.

Mr. Pincket asked what opportunity is there for us in this process if any to negotiate price?

Mr. Haber responded they are bound by these prices. I would say that if you award a contract and they are unable to perform the scope of work because they submitted a proposal that is too low the district can hold them to that price and then they can either back out of the contract or at that time we could, I think we need to award the contract based on these numbers and then once the contract is awarded based on those numbers if performance isn't working then maybe you can amend the contract once awarded.

Mr. Pincket stated so we couldn't call any one of these bidders and say will you knock \$50,000 off?

Mr. Haber responded Florida law specifically prohibits us from getting in contact with them and having them supplement their proposal that would advantage them.

Ms. Hernandez stated Race Track Road there is that big section that looked terrible for years and the solution from Nanak's was to resod at \$200,000 and Len said let me see what I can do so he threw down some seed and it didn't grab and then he put in some sod and the grass got real long and we let the natural seeding process and it filled in nicely. There are still a few areas that are a little shaky but that filled in nicely. Just those little cost saving things from \$1,600 to \$200,000.

Ms. Minnis stated we had complaints about the sidewalks, on the sidewalks people walking that we were responsible for.

Mr. Pincket stated it looks like Trim Terrific they are at or below every other aspect of the bid except for mowing.

Ms. Minnis stated they are the only ones that have tractors. That was the other thing, everyone else is going to be out with little mowers and we are going to have the problem we had with Nanak's before. That was one of the complaints that we had, how do you get Nanak's out there to get the whole thing mowed at one time.

Mr. Haber stated just to note and I think Jamie told me that this is what occurred is when this committee reviewed their proposal while it is appropriate and can look at what contributed to what Nanak's did previously really the focus is on the proposals and you are bringing up excellent points with respect to looking at the equipment, looking at the dedicated team and those types of things to differentiate amongst the evaluation criteria as it relates to the proposals submitted in addition to your experience with them but not focusing entirely on your previous experience with entities you have done business with.

Mr. Pincket stated the primary benefits of Trim Terrific are the tractors that can mow the job all in one day, we have daily service, none of the other five had daily.

Ms. Beaugrand stated and weekends.

Ms. Minnis stated a dedicated crew. Everyone is dedicated to this project and that is in the proposal.

Mr. Pincket asked what do you mean by that?

Ms. Hernandez stated it means this is the only site they work at. They come here every day.

Mr. Pincket stated the same guys seven days a week.

Ms. Hernandez responded yes.

Ms. Beaugrand asked is that where the 9 employees come from because all of the other companies had a ton of employees and we only have 9 under Trim Terrific.

Ms. Hernandez responded yes.

Ms. Beaugrand stated so that is the number of employees that they would have dedicated here.

Mr. Pincket stated the question I have is if we go with someone like Trim Terrific we take the recommendation of the committee and I'm not second guessing or questioning I'm just trying to understand the process and we kind of set a mark at the price they bid it at, when next year comes around how do we ever determine whether or not, what would have to happen for us to say we just want to try somebody else. TruGreen comes in next year and says I can do all of that and give us a bid that responds to our package and says I can do it for \$320,000 or \$300,000 now you have a number that is kind of close and they are saying they can do this job right now at a \$60,000 difference and we are still not choosing them. I am wrestling with that concept that we are setting a mark on the bar here that is a bit higher than all these others. When will we ever move off that mark?

Ms. Minnis stated there was a number I didn't add in here which is the renewal contract.

Mr. Pincket stated maybe it is that not having tractors is that the distinction you are drawing with now in favor of Trim Terrific.

Ms. Beaugrand stated they are a known entity that is the other thing that has some influence. There is no question.

Mr. Pincket stated they will always be a known entity.

Ms. Beaugrand stated Nanak's is a known entity too.

Ms. Minnis stated and another company that didn't even bid is another known entity. They do have renewal prices which if they provide a renewal price can we say no we are going to go back out for bid?

Mr. Haber responded yes there is no obligation to renew.

Ms. Minnis stated I think that is why I ignored their renewal price.

Mr. Pincket stated I think we have to go out to bid my personal opinion is we have to do that every year.

Ms. Beaugrand stated or every couple of years.

Mr. Haber stated I think you are set for no more than three years.

Ms. Beaugrand asked was there anything else with the other bidders that were distinguishing factors positive or negative that could help us? I know what Brian is struggling with. The differential between the costs and the fact that they are a known entity and they have done a nice job since they have taken over but there is such a differential in costs, \$50,000 to the next lowest bidder. From a fiduciary standpoint we have to really think about that. For those of you who went through the process was there something else distinguishing that could help us override our thought processes to try to come to a conclusion?

Ms. Minnis stated CDD experience which looking at Trim Terrific has been working for this CDD, TruGreen and Vila, Luke, Nanak's was given the same points because they have experience here and Austin Outdoors they were more smaller homeowners and shopping center type of work. They didn't have a large area like this. It was who was going to be dedicated because one of the concerns is fine you get the mowing done but at the new recreation center you can't take a tractor in there because of the sides of the roads, having the ability to move people around you are not going to want one side of that mowed and the other side mowed when we are putting in that kind of money.

Mr. Pincket stated scope was kind of a difference in how you ranked them. What made you think Trim Terrific understood the scope more so than the other five?

Ms. Beaugrand stated they do it now. They are doing the work now with the exception of the new recreation center because no one is doing that. How can they not know it better than anybody else other than Nanak's?

Ms. Minnis stated I think Jerry's was that there was lack of questions.

Mr. Hill stated when I went around with them one thing that Trim Terrific pointed out at the new facility along the road where the sign is there is a short section that is level and then drops almost straight down, not straight down but at a severe angle and they pointed out that that has to be cut with a weed eater you can't cut that with mowers. They were the only ones that brought that up. I don't know if anybody else noticed that or not but if they were assuming they were going to drive a lawnmower down through there that is not going to happen. That is quite a long stretch to have to do that. That is one thing they pointed out.

Ms. Beaugrand stated that is actually the whole way from Durbin all the way back to the parking lot on both sides.

Mr. Hill stated after the tour I only ran into two of the bidders out here doing any kind of measurements or anything like that.

Ms. Beaugrand asked who was that?

Mr. Hill responded TruGreen and Vila. They were the only two that I saw around.

Mr. Haber stated I will clarify that it is possible that you missed them or wouldn't have recognized them.

Mr. Hill stated that is possible. There were very few questions asked.

Ms. Minnis stated the other thing that Austin Outdoors made an error in their calculations I had a question about that.

Mr. Haber stated that generally is an omission, assuming that it is an error you can look at it and figure out what they intended to do and fix it and if you can fix it we can consider it. If you can't then I would just say that you take that into consideration in your overall scoring of their proposal.

Ms. Beaugrand stated they are still the cheapest it doesn't matter. That doesn't impact the scoring.

Ms. Minnis stated that was my concern that their amount as the lowest was wrong. It doesn't add up. The written sheet and what they wrote did not add up to the bid that they gave.

Ms. Beaugrand stated I know but even the higher of the two numbers is still the lowest bid.

Ms. Minnis stated my question is based on that they omitted something but we have to pay their bottom line number. If they come in and they realized the underbid this can they quit?

Mr. Haber responded the way it would work is assuming you choose a company tonight we send what is called a notice of intent to award the contract we would get in touch with them and say based on your proposal at this price we are going to enter into this contract and if at that time they say we can't do it at that price we realize we made a mistake then they would have the opportunity to back out. Because we are doing what is called a notice of intent to award instead of a notice of award we can then go to the next scored entity. They would have the opportunity to do that if they realized they made an error and that is true of all of the proposers if between the time they submit it and now realize wow we were way off on the mowing it is going to cost us \$100,000 to do this we can't enter into this contract and make a profit they would have that opportunity when we go back to them and say sorry we made a mistake. The fact that we do a notice of intent to award would give us an opportunity to go to a different entity.

Ms. Minnis stated just to point out we did give Trim Terrific a zero for the pricing but they scored higher everywhere else. In this discussion that is not obvious to the people sitting in the meeting they got the lowest possible score in the overall mowing price but the unit price they were the best.

Ms. Beaugrand stated over the ten years or so that I have sat on this board we have never had anyone we have been happy with until recently and that includes Trim Terrific because they were the first company that we had when I first came on the board and we fired them they were so bad. I always wondered why we kept them on here after we fired them. I think it is only fair to mention that. But I struggle with the price just like Brian is struggling with the price. At the same time R&R is a big company they have a lot of work all over the community, we thought we had hit the jackpot when we hired them and they were terrible. Nanak's had been at the POA we brought them on and it just didn't work out for whatever reason they weren't able to satisfy us either. Maybe we are more picky than most okay but Trim Terrific has done a better job, they are higher and anyone who has been coming to these meetings knows that I am always careful about what money we spend I'm pretty tight fisted as much as I can be but in this case I am kind of tending toward Trim Terrific because they have been doing a good job. It is completely counter intuitive because of the pricing issue but they also know probably better than anyone what time is involved in doing the maintenance whoever is going to have to do it out here.

Mr. Pincket stated just to elaborate on that. The three lowest ones just strike me as impossible. I don't understand how somebody can do the work that is involved here for that kind

of money. They probably don't understand the scope of work it just seems obvious because of the numbers. The next closest number is Nanak's and I have lived here long enough to know when they were doing this it didn't look good and we weren't happy with it and there were a lot of complaints. I'm kind of basing it on experience and also the committee evaluation rankings taking that into consideration to me I can easily discard Nanak's. Now we are down to the final two and the price is getting closer and the committee has ranked those two quite a bit different and based on the things I have heard tonight such as the fact that Trim Terrific is the only one that has these large tractors that can do this job in a significantly shorter period of time that is important. I have driven through the neighborhood and seen jobs half done for three days and that is not good. That doesn't look good. That is not the kind of community that I want to live in. Also the trash issue the dedicated personnel here every day is important because people are throwing trash out of their vehicles every single day in this community that is unfortunate. Taking all of that into consideration and what Susan just said I am willing to defer to the committee and go with Trim Terrific and also based on their experience.

Ms. Beaugrand stated one other thing I am going to add is and I agree with your narrowing down process so if you come down to TruGreen and Trim Terrific they is a \$65,000 difference between the two but you also need to look at their markup TruGreen markup is at 60% which I think is outrageous versus Trim Terrific at 15% so we can make up that \$65,000 pretty quickly. I'm not so sure it is that much of a better deal.

Mr. Pincket stated that is kind of why I wanted to get a number on the total repair costs that we had because they might blow right past Trim Terrific in cost.

Ms. Beaugrand stated right and I think for \$65,000 difference which is really what we are looking at from a base cost standpoint at this point I think the experience we have with them far outweighs the additional cost and I'm not going to say this because we have it budgeted that we can spend it but we do have it budgeted. That doesn't mean we can spend it but if we have justification for doing so I think it is a legitimate decision to make.

Mr. Pincket stated for the record Trim Terrific's bid is \$45,000 under budget.

Ms. Beaugrand stated for the base cost not counting repairs.

Mr. Dosch stated being new to the CDD I have noticed a drastic improvement over the last two or three years on Race Track as well. I think peace of mind is worth something and I

noticed that the trash pick-up has been tremendously improved. I support the selection of Trim Terrific as the committee has ranked them.

Mr. Haber stated when you do call the question and you are looking to make motions I think you want to look at two separate motions. One motion if this is the way you are going is to approve the committee’s recommendation and a second motion would be to authorize district staff to send notice of intent to award letters to the proposers.

On MOTION by Mr. Pincket seconded by Ms. Spears with all in favor the recommendation of the landscape committee to send a notice of intent to award the landscape maintenance contract to Trim Terrific was approved.

Ms. Minnis asked Jim will you make sure that these get put in with the minutes?

Mr. Oliver responded yes.

Ms. Beaugrand stated we need a motion to authorize district staff to send a notice of intent.

On MOTION by Mr. Pincket seconded by Ms. Minnis with all in favor staff was authorized to send a notice of intent to award the landscape maintenance contract to Trim Terrific and follow up with any negotiations, paperwork, documentation to accomplish that.

Mr. Haber stated just so the board knows that will also include notices going to the other proposers and there is a protest period that we will wait for before we actually begin the process of signing papers.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2008-11 Setting Forth District’s Intent to Indemnify Stacie Hernandez for Certain Obligations**

Ms. Beaugrand stated the next item on the agenda is consideration of Resolution 2008-11 setting forth district’s intent to indemnify Stacie Hernandez for certain obligations.

Mr. Haber stated this was emailed out earlier today. You may recall at the last meeting it was identified that Stacie has personally guaranteed a number of district contracts with various

venders and at that meeting the board recommended that we draft a resolution that simply provides that the district will indemnify Stacie for any claims made under those personal guarantees. We drafted this resolution which essentially provides for that indemnification and then provides the circumstances under which indemnification wouldn't take place for example if there was malicious postings. It provides the manner in which any defense would be undertaken that the district has the right to direct that defense. I am happy to answer any questions regarding the resolution but the purpose is to indemnify Stacie for those personal guarantees that she identified at the last meeting.

Mr. Pincket asked is the resolution handed out tonight the exact resolution you sent out earlier?

Mr. Haber responded yes it is there have been no changes.

Ms. Minnis asked Brian are you happy with it?

Mr. Pincket responded yes I am.

On MOTION by Ms. Minnis seconded by Mr. Dosch with all in favor Resolution 2008-11 was approved.
--

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There not being any, the next item followed.

**B. Engineer – Consideration of Amendment No. 13 to Work Authorization No. 1 2008/2009 General Consulting Engineering Services**

Mr. Maggiore stated I have the amendment to our general consulting contract.

Ms. Beaugrand asked are these numbers the same as last year?

Mr. Maggiore responded yes they are.

Ms. Minnis asked how is the progress of the parking lot?

Mr. Maggiore responded it does seem slow. To be honest I have not been in contact with them.

Ms. Minnis stated I have more people say why aren't they working on that parking lot and I keep going they are and I keep looking and going what are they doing.

Mr. Maggiore responded they may be waiting to pave that in conjunction with the parking lot across the street.

Ms. Beaugrand stated we are getting pretty close to the eagle time limit again.

Mr. Maggiore stated Stuart is aware of that.

Mr. Pincket asked what activities would be prohibited by that?

Ms. Beaugrand responded machinery.

Mr. Pincket asked does anyone know when the eagle nest season begins?

Ms. Beaugrand responded October 15<sup>th</sup>.

Ms. Spears stated or when it returns. There is a person who looks every day and as soon as they see it it starts.

Ms. Beaugrand stated we need to start bulldogging that one because the last thing I want to have happen is that we get a stop order because of that. We started this thing beginning of swim season we thought it was going to be a 60 day kind of thing and I know we have had issues but if you can follow-up with Stuart.

Mr. Maggiore stated I will follow-up.

On MOTION by Mr. Pincket seconded by Ms. Spears with all in favor Amendment no. 13 to work authorization no. 1 was approved.
--

**C. Recreation Facility Manager**

**1. Discussion of Non CDD Swim Team Pool Usage**

Ms. Hernandez stated non CDD swim team pool usage. Since we have allowed non CDD membership for tennis we are getting requests for non resident swim team this would be for practice only. Our current program is designed to allow for 188 swimmers and we are currently at 86. Allowing outside membership would not change any time or lane usage and it would not affect other programs. We received 30 requests to date and it would allow us to generate another \$30,000 in dues. The CDD has always wanted to accommodate high schools since they have not and probably will not have a pool any time soon. These children will be attending either Bartram or Creekside very soon. I do realize that homeowners come first so I propose that we cap the non residents to 25% of the team which would be 47 swimmers leaving 75% of the team for JCP residents with 141 spots. We would reevaluate this on an annual basis.

The fee for the non residents would be \$180 that would be an additional \$5,400 so the grand total for opening it up would be \$35,400.

Ms. Beaugrand stated the cap is 25% of the 188 swimmer limit.

Ms. Minnis stated we have had residents come in here and I asked there are two swim teams and they said well we have a limit.

Ms. Beaugrand stated this is the year round swim team.

Ms. Hernandez stated I am talking about the year round.

Ms. Minnis stated not the Piranhas or Porpoise.

Ms. Hernandez stated no, the recreational team they manage themselves they just kind of use our pool. I am talking about our team the year round swimmers. USA swimming.

Mr. Pincket stated we have space for 188. How many now?

Ms. Hernandez responded 86.

Mr. Pincket asked are those all JCP residents?

Ms. Hernandez responded correct.

Ms. Beaugrand stated you have 30 or so non residents who desire.

Ms. Hernandez responded correct.

Mr. Pincket asked they pay \$1,000 on top of some other fee?

Ms. Hernandez responded yes the \$180.

Mr. Pincket asked is the \$180 a monthly fee?

Ms. Beaugrand stated they would have to do the non resident membership to the pool.

Ms. Hernandez responded correct plus pay monthly. They pay the same monthly dues as all the other kids but you are going to ask that they pay additional fee of \$180 just to get in the pool and they are not using any amenities. They are walking in they are working out and going home.

Mr. Pincket stated so it is \$1,180 on an annual basis.

Ms. Beaugrand stated no, \$180 per month.

Ms. Hernandez stated no \$180 year round. It is for children, for adults it would be different.

Ms. Minnis asked do we have to have a public hearing for this new rate to do this?

Ms. Hernandez responded probably.

Mr. Haber stated yes we would.

Ms. Minnis stated so we are not making a decision now.

Mr. Pincket stated I'm trying to understand the math. What is the \$1,000 for?

Ms. Hernandez responded the residents right now pay \$1,010 annually to belong to the swim team.

Mr. Pincket stated if my kid wanted to join it would be another \$1,000 on top of everything I already pay to be on the swim team.

Ms. Hernandez responded correct. The non residents will pay the \$1,010 plus the \$180 just to work out. They are not using the family pool, they are not doing anything but going to work out at a designated time of day for 45 minutes maybe 2 hours depending on the age group.

Ms. Beaugrand stated that is already designated swim team time regardless.

Ms. Hernandez responded correct.

Ms. Minnis stated that is why I don't have an issue with it because you have the spots, it is designated and you are not full and it is extra revenue.

Mr. Pincket stated I agree with you we have some extra capacity here. I'm having a little bit of an issue with just simply there is not a lot of difference between a resident versus non resident on the team but that is not a big issue in terms of dollars.

Ms. Hernandez stated what we were thinking about is it is such a large amount of money period but these kids live in the area and they are all going to go to high school together and they are all going to be on the same team so we kind of wanted to keep that team Julington Creek St. Johns County.

Mr. Pincket stated I can appreciate that. I guess where I'm coming from is just that if you reside in this community you are supporting that pool in other ways.

Ms. Hernandez stated they are also adding an additional \$35,000.

Ms. Minnis asked are you saying we should raise it?

Mr. Pincket responded I'm okay with the distinction with the relatively minor difference in price. I think it is okay.

Ms. Beaugrand stated it is almost a 20% increase in the base cost.

Mr. Pincket stated I am fine with it.

Ms. Beaugrand stated if we agree to do this how are we going to handle this in the meantime? Initially charge them the \$1,010 and then have them agree that at such time as we have a proper hearing that we can charge them the additional \$180?

Mr. Haber asked is this going to be done prior to the hearing?

Ms. Hernandez responded we have a non CDD resident agreement already for those that join. We could take that agreement and alter it and a fee.

Mr. Haber asked what is that fee?

Ms. Timbol stated we don't have one right now that is limited to just swimming pools at the new facility. There is a \$2,100 fee for a family to join the new recreation facility, \$600 a year for a family to just join the aquatic complex. We could probably find a price somewhere in there.

Mr. Haber stated I don't know how you charge them a fee that we don't already have set.

Ms. Minnis stated I don't think we do I think they have to wait to the public hearing.

Mr. Haber stated if they want to pay the \$600.

Ms. Timbol stated \$600 is for the aquatic complex.

Mr. Haber stated I'm getting the two confused so it would have to be the \$2,100.

Ms. Timbol stated there is also a price available for an individual to join everything and I believe that was \$1,600.

Ms. Beaugrand stated that doesn't get them on the team. What about this, if we let them know that initially their cost will be \$1,010 but at such time as we get this formally approved through a public hearing that their cost will increase probably another \$180, but they only pay initially \$1,010 until we have it legally put through the public hearing or is that breaking the rules?

Mr. Haber stated my thought is the way I look at the fee you are looking to set up the \$180 is a non resident user fee for a very specific purpose and without getting them within that class of a non resident user by paying that fee I'm having trouble getting over the hump with them using the facility without becoming a non resident paid user.

Ms. Beaugrand asked in addition to the swim team fee?

Mr. Haber responded that is the way I thought you were explaining it. They have to pay the swim team fee that everyone else pays plus an additional \$180 and the way I'm justifying that additional \$180 would be a non resident user fee to be on the swim team.

Ms. Beaugrand stated right.

Mr. Haber stated and that would be very limited purpose non resident user fee but unless you pay that fee then I don't see how you get permission to get in the facility.

Ms. Beaugrand stated I was trying to accommodate it from a timing standpoint because otherwise what is the notice provision period?

Mr. Haber responded it is the same notice provision.

Ms. Beaugrand stated 28 days so it wouldn't be until November.

Mr. Haber stated you may remember earlier in the meeting we said in November because of that notice so if you wanted to postpone your October meeting later in the month in October we can maybe rush to try to get something in the paper but that would require you to move or continue or do something but there is not enough time right now.

Ms. Beaugrand stated we could do a second meeting in October for that express purpose.

Ms. Minnis stated I don't see why we are jumping through hoops for 30 people. They can wait until we have a meeting. Why should we meet twice in a month and have all these people do all this work and have them scrambling for 30 people? They are coming to us.

Ms. Beaugrand stated okay let's set it for November.

Mr. Haber stated just for the record if you are comfortable with set up of the \$180 for the non user resident for purpose of noticing the public hearing.

Ms. Beaugrand stated I am fine with that.

Ms. Hernandez stated I have an agreement here with Creekside High School to use the aquatic complex pool Saturday mornings before it opens to the general public. They wanted me to do this and they came at the last minute. Here it is at the very last minute and they want to get into the pool on Saturday. Wes Haber has taken a look at this agreement and it is standard like we have always done every year.

Ms. Minnis asked what is Bartram doing?

Ms. Hernandez responded I don't know I have not heard from Bartram.

Ms. Minnis asked after just dealing with Creekside High School that doesn't surprise me. When did they want to start?

Ms. Hernandez responded Saturday.

Ms. Minnis stated here we are jumping through hoops again.

Ms. Beaugrand stated this is not jumping through hoops. This is one simple agreement. We have this every year. Bartram Trail did the same thing so this is nothing different.

Ms. Hernandez stated it is signed by the superintendent.

Ms. Minnis stated if they want to use our facility they should give us more notice than here we are.

Ms. Beaugrand stated it is routine and this is our district school. It is a brand new school. I think it is a community issue. We have talked about this ever since Bartram started.

Ms. Minnis stated the reason I'm bringing it up is because now we have two high schools. It has been it is okay it is Bartram, it is in our community, now we have two high schools. What do we do when Bartram comes up? Is it first come first served?

Mr. Pincket stated I don't think we have two high schools. I know there were some kids in this neighborhood that are going to Bartram but those are exceptions to the rule. The rule is if you go to Julington Creek Plantation you are going to Creekside.

Ms. Minnis stated we are always accommodating the high schools.

Mr. Pincket asked what accommodation are we making?

Ms. Beaugrand stated the only issue is they came at the last minute.

Ms. Minnis asked what are we charging them?

Ms. Hernandez responded I don't recall but it is nominal.

Ms. Beaugrand stated it would be any cost we incur on their behalf for lifeguards which is what we have always done.

Ms. Hernandez stated we have had different figures because we have expected this to come much earlier it was supposed to come in August.

Mr. Pincket stated they have appropriate insurance policy that has us as an additional insured.

Mr. Haber stated yes.

Ms. Minnis stated I think part of the issue I have is that we have had complaints about pool usage and we continue to bend over backwards but you are saying it is not going to interfere.

Ms. Hernandez responded no we were prepared for it to come late.

Ms. Minnis stated okay.

Mr. Pincket asked what is the time they want to use the pool?

Ms. Hernandez responded they have to get back to me but per their conversation it is going to be 7:00 a.m. to 9:00 a.m.

Mr. Pincket asked what time do you open on Saturday?

Ms. Hernandez responded 10:00 a.m. There are only going to be 10 kids in the pool.

Mr. Pincket asked are you opposed to it or opposed to the fact that it came late?

Ms. Minnis stated all we have heard is (Sentence not finished.)

Ms. Hernandez stated all these kids live in Julington Creek.

Ms. Minnis asked there is no one outside?

Ms. Hernandez stated not that I am aware of. That is what I was told.

Ms. Beaugrand asked what if there are because every year we have allowed Bartram Trail to swim in the pool they have had non Julington Creek residents as well. I really don't care if there are non residents on the swim team. I think it is a community issue we have done it in the past and I think we should continue doing it again if it is not impeding the usage of the pool during our normal operating hours.

Ms. Minnis asked and we are not losing money on it and they are paying for it.

Ms. Beaugrand stated correct. Do I have a motion?

Mr. Haber stated I think it is to approve the agreement between the district and St. Johns County School District regarding the use of the recreation facility by Creekside High School.

Mr. Pincket asked have you reviewed that agreement?

Mr. Haber responded yes. It is a letter agreement but it is signed by the superintendent and has the insurance policy attached to it.

<p>Mr. Pincket moved to approve the letter agreement that has been reviewed and approved by our counsel between St. Johns County School District and Julington Plantation CDD for permit the Creekside High School students to use our aquatic facility on hours acceptable to Stacie Hernandez when the pool is otherwise not open to residents and Mr. Dosch seconded the motion.</p>
---

Ms. Minnis stated when we first did this we said we were going to review this every year and now it has become we do this every year and now when we question it we shouldn't be questioning it. When we first agreed to this it was we would review this every year so I don't think it should be a precedent that we just blanketly do this every year. We need to look at it.

Ms. Beaugrand stated we are looking at it. We are covering our costs and we look at it every year, we consider it every year I think the only issue that was brought up tonight was because it was late and because there was a bad experience on something else.

Ms. Minnis stated I think they should address it sooner.

Ms. Beaugrand stated I don't disagree but it happens every year and it is a new school too. It is just not that big of a deal to me.

Mr. Pincket stated I want to cut them some slack.

Ms. Beaugrand stated me too.

On voice vote with all in favor the motion passed.
--

## **2. Discussion of Playground Improvements**

Ms. Hernandez stated as far as the playground I don't know if the board has had the time to review the information that was given to them. If not we can continue this to the next meeting.

Ms. Minnis asked are you asking us to come up with the structure?

Ms. Hernandez responded no, I'm asking you to review the information and decide which one you like.

Ms. Minnis asked is it one company only?

Ms. Beaugrand stated it is ARC and Play Land.

Mr. Pincket stated I'm in favor of moving it to the next meeting this is just for this facility over here in the park.

Ms. Hernandez responded yes. Please look at it and if you have questions or don't understand something give Jerry a call and when we review this next month we can go right through it.

Ms. Beaugrand stated there is a huge disparity in costs.

Ms. Minnis asked can you put the two proposals in the book so we are not looking for these so we know we have to review it. That is part of it we are given things here that are not in the book and we are asked to review them.

Ms. Hernandez stated we gave it to you last month early so you have an opportunity to look at it during the month.

Ms. Beaugrand stated at the last meeting I did remind the supervisors to take a look at that before tonight's meeting as well.

Ms. Minnis stated we have the pictures but that is why I would like to have the actual contracts in here as an agenda item.

Ms. Beaugrand stated we will move that to the agenda for October.

Ms. Hernandez stated also we might have discussion on a safer internet. Shelly is doing some work on that. The only thing left that I have is our soft opening. We will have a soft opening the night before we are open for business and several days prior to the soft opening we plan on having a get together for all employees and I would like the board of supervisors to attend. It would be a great opportunity for you to get to know your staff. I won't know until right before we open so it will be a last minute call to the board. Can I do that?

Mr. Haber asked what do you mean by right before?

Ms. Hernandez responded it would be four or five days. I will try to do more.

Mr. Haber stated I think it is something that should be noticed because it is getting the board together with an opportunity to discuss issues that may come before the board.

Ms. Minnis stated you have said in the past at least a week's notice.

Mr. Haber stated our firm takes the position that we need at least seven days notice in the paper as reasonable. We could do a four or five day notice and say we did our best to do reasonable notice and I would also put the board on notice that you should make every effort not to discuss CDD business or anything that may come before this board and that would be your responsibility to do that.

Ms. Hernandez stated I think it will be a great opportunity and Morgan is putting together a great program and we are going to have all the staff there as much as we can so that I can introduce you.

Kim has worked tirelessly, she has put in many hours this last week on the techno gym equipment. It is our first real look at what is going on over there. It is well designed it looks great it is very organized and she has spent a lot of time and effort and I applaud her for working really hard and not complaining and getting in there.

Ms. Minnis asked when do you expect to be moving in?

Ms. Hernandez responded the end of the month.

Ms. Beaugrand stated it depends on when we get the C.O. The furniture and everything is going to be moved in it is a matter of when we are technically capable of opening which is after we get the C.O. They cannot turn it over to us without the C.O.

Ms. Minnis stated I may not be able to attend because I'm going to be traveling in the next couple of months. If I am not there that is the reason.

**D. Manager**

There not being any, the next item followed.

**THIRTEENTH ORDER OF BUSINESS      Supervisor's Requests**

Ms. Spears stated I have had some requests about the sidewalk leaving Julington Creek on Race Track Road. I guess there are a lot of bikers that come from the parks and those bushes and trees are hanging over the sidewalk.

Ms. Beaugrand stated from Julington Creek Elementary on the north side sidewalk all the way up to Foodline shopping center they need to be cutting those bushes back. There are places where only one biker can get through at one time.

Mr. Maggiore asked on the north side, the side by the parks.

Ms. Beaugrand responded no not the north, the south sidewalk from Julington Creek Elementary all the way up to where Moe's is. They need to cut along the side and they need to look up too because those of us who are adults on bigger bikes we hit our heads. The dead tree is still there. There is another dead tree collapsed against the fence about 15 yards to the east.

Ms. Hernandez stated there are several dead trees and we have a meeting set up for Friday and we are going to tag those and have those removed.

**FOURTEENTH ORDER OF BUSINESS      Audience Comments**

Mr. Stuart stated for the board for future contracts on the landscape maintenance it possibly could be divided into two separate contracts and have the contractors working in competition.

Ms. Beaugrand asked how would you split them up?

Mr. Stuart stated you could maybe have the park.

Ms. Beaugrand asked different locations of what they work on?

Ms. Minnis stated that is twice as much work.

Ms. Beaugrand stated double the work for staff but I see your point.

Ms. Behrmann stated the existing facility thank you for bringing it up. To go and see the facility now that we have security do we have to be a CDD member to let you in or can anybody still go up?

Ms. Hernandez responded it is managers only and board.

Ms. Beaugrand stated they have a list of people who are allowed on the site at this point.

Ms. Behrmann stated I guess I got in at the right time but I will make a comment. I took six fellow realtors we went to the facility last week right after you filled the pools with water and they absolutely loved it. It was wonderful and I wanted to take pictures and thought I will do it next week and now I can't. We wanted to put it on the listings. I have never seen a group of six adult women almost cry for joy they were very, very pleased. It looked absolutely wonderful. I did notice there is a tree and I hope that is not where they are going to place it but when you are going down Durbin Creek towards the new facility we have the sign out there that doesn't say anything yet but there is a tree right in front of it. Is that where they plan on planting it?

Mr. Maggiore stated it may already be planted I'm not sure.

Ms. Behrmann stated it is kind of smack dab right in the middle of the sign.

Ms. Minnis asked isn't there a retention pond right there that those trees are around?

Ms. Beaugrand responded yes.

Ms. Behrmann stated I don't know if it was just there the day I drove by but I sure hope they don't place it there. At the new facility are we going to hold these meetings at the new facility?

Ms. Beaugrand stated not necessarily.

Ms. Hernandez stated probably we will meet over here.

Ms. Behrmann stated for the benefit of the audience if it is at all possible can we put up your booklets, your handouts, anything so we can kind of follow along? Tonight you were talking about your landscaper and talking about all these people and numbers and things and those of us who sit here we don't have a clue what you are talking about.

Ms. Beaugrand stated we don't get this book until at the end of last week ourselves. It comes in towards the end of the week before. If we have a meeting on Tuesday we usually get it on Thursday or Friday because things are still coming in.

Ms. Behrmann stated not the whole book but relevant pieces of paper that maybe we would be interested in having on an overhead or something. I'm not sure how to better include the big audience we have.

Ms. Beaugrand stated I think there are things that we can make copies of like the landscape stuff but not all the change orders and things like that.

Ms. Behrmann stated just relevant things that we may like to be able to participate in. I had mentioned a long time ago about putting some sort of identification at the new facility about the board that made this happen. I don't know if you thought anything more about that.

Ms. Beaugrand asked would it cost money?

Ms. Behrmann responded my assumption is that it would.

Ms. Beaugrand stated then I wouldn't suggest it.

Ms. Behrmann stated I know you briefly discussed the parking lot. Is somebody going to follow-up on that?

Ms. Beaugrand stated Matt is going to follow-up.

**FIFTEENTH ORDER OF BUSINESS                      Financial Reports**

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

**B.    Treasury Report – July 31, 2008**

**C.    Assessment Receipts Report**

**D.    Check Register Summary**

**1.    General Fund August 1, 2008 – August 31, 2008**

Ms. Beaugrand stated you have the check register for the general fund.

On MOTION by Mr. Pincket seconded by Ms. Minnis with all in favor the general fund check register for items 1605 through 1617 was approved.
---

**2.    Recreation Fund August 1, 2008 – August 31, 2008**

Ms. Beaugrand stated you have the check register for the recreation fund. You will note that some of the stuff that you saw on the pay requests is also on here. They came out and need to be reimbursed.

Mr. Pincket asked do we split the Trim Terrific contract out a portion to the general fund and a portion to the recreation fund?

Ms. Hernandez responded yes.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the recreation fund check register for items 3018 through 3101 was approved.

**SIXTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – October 14, 2008  
at 6:00 p.m. @ Community Development  
District Administrative Offices**

Ms. Beaugrand stated I suppose we should probably do a continuation of this meeting since it is the last month of construction and we don't want to be the ones to hold this up.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the meeting was continued to September 23, 2008 at 6:00 p.m. in the same location.

---

Secretary Assistant Secretary

---

Chairperson/Vice Chairperson