

**MINUTES OF MEETING
STEVENS PLANTATION
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Stevens Plantation Community Development District was held on Thursday, June 5, 2014 at 6:00 P.M. at City Hall, 1300 Ninth Street, St. Cloud, Florida.

Present and constituting a quorum were:

Rebecca Fernandez	Vice Chair
Terence Connors	Assistant Secretary
Gary W. Clegg	Assistant Secretary
Daryl D. Greenwood	Assistant Secretary

Also present were:

Gary L. Moyer	Moyer Management Group, Inc.
Daniel Mantzaris	De Beaubien, Knight, Simmons, Mantzaris
Brian Smith	Field Manager
Jim Endicott	Landcare Specialists
Residents	

The following is a summary of the minutes and actions taken at the June 5, 2014 Stevens Plantation Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Moyer called the meeting to order at 6:00 P.M.

SECOND ORDER OF BUSINESS

Roll Call

Mr. Moyer called the roll and indicated a quorum was present for the meeting.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

**Approval of the Minutes of the April 3,
2014 Meeting**

Mr. Moyer stated each Board member received a copy of the minutes of the April 3, 2014 meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Ms. Greenwood seconded by Mr. Connors with all in favor the minutes of the April 3, 2014 meeting were approved.

FIFTH ORDER OF BUSINESS

Resident Owner Association Report

Mr. Clegg stated homeowners have pointed out that the crosswalks at Nolte Drive and Buddinger are fading.

Mr. Smith stated I will contact the city to let them know the crosswalks are fading badly.

Discussion followed on with it being noted they are county roads.

Mr. Clegg stated along with that there is a pothole at Magnolia Green. There are sidewalks in the Grove where there are some sinking in areas; some are probably an inch.

Ms. Fernandez noted the sidewalks in The Verandahs are inconsistent and have variations.

Mr. Mantzaris stated if we can get the homeowners to give us an address of the ones that seem to be significant, I can get with the city to have city staff look at them.

Ms. Greenwood asked would you ask for an update on when they are going to redo the streets?

Mr. Clegg stated there are pond issues.

Ms. Fernandez stated there is trash in the pond on West New Nolte. The residents are saying it is not being picked up and the homeowners are picking it daily from the water. I explained you go out at least once a week, but you cannot control the drivers who throw stuff out and blows into the pond.

Mr. Smith stated I have someone out at least once a month to do the ponds. He does the outside of the ponds. If an area gets bad between those times, I have no problem sending someone out do it. If someone tells you about trash, give them our number.

Ms. Fernandez stated it was suggested by me to see if we can get a contact number for the ponds for the newsletter, what exactly the CDD covers, and the phone number to report problems. If we can provide that, it would be a faster response for you and maybe alleviate a lot of the questions going on now.

Mr. Smith stated the number is 407-566-1935; it is on our website as well.

Ms. Fernandez stated if you provide an email address and a phone number, we can put it in the newsletter.

Mr. Moyer asked do you want a small one-page article on stormwater management?

Ms. Fernandez responded yes. Also there was a complaint about weeds in the planting beds. They say the weeds are growing higher than the bushes.

Ms. Greenwood stated I want to commend you on your tactfulness in your letter responding to one of the individuals who lives in The Grove and wanted to be remitted monies for mowing which he had not contracted to do.

Mr. Moyer stated thank you.

SIXTH ORDER OF BUSINESS

Fiscal Year 2015 Budgets - Consideration of Resolution 2014-01 Approving the General Fund and Debt Service Fund Budgets and Setting a Public Hearing

Mr. Moyer stated the next item I have for the Board is the process where we start the budget. It is a two-step process and what I am asking the Board to do today after we discuss the budget, if that is your desire, is to adopt a resolution that approves the budget and sets a public hearing. I differentiate the word “approve” from “adopt.” You are not adopting this budget; you are simply approving it, which is your way of saying this budget is in sufficient detail that our residents can look at it and understand it. It will be posted on the website, and we are proposing we have a public hearing at your August 7 meeting at 6:00 p.m. at this location. I will start with the conclusion, which is we are not proposing to increase assessments. As you go through the line items of this budget, they will look remarkably similar to what you saw last year because, in effect, it is the same budget with some little tweaks. It represents the work program we are currently undertaking and there are sufficient monies allocated to pick up some of the issues the Board has wanted the District to get involved in, like maintaining signs and so forth. All of it is included in this budget, and as I indicated, there is not expected to be an increase in the non-ad valorem assessments.

Ms. Greenwood stated Electricity - Streetlighting is \$95,000. Is that only electricity or does it include pole rental?

Mr. Moyer responded it includes the pole rental.

Ms. Greenwood asked for normal public streets, does the city pay for electricity?

Mr. Mantzaris responded not all of them.

Ms. Greenwood asked what if there is no CDD?

Mr. Mantzaris responded it would be the HOA.

Ms. Greenwood asked what if there is no HOA?

Mr. Mantzaris responded then they typically do not have streetlights within their subdivision. I can ask; I do know the city pays for electricity for many streetlights.

Ms. Greenwood stated this is coming through me, not from me. The person is asking if we should only be paying for upgrades if we have more lights than normal. Nonetheless, the question is, should we transition to a more cost-effective LED fixture.

Ms. Fernandez stated she is talking about decorative posts as far as paying for the differential.

Mr. Moyer stated the detail of the budget lists all of the streetlight accounts.

Ms. Greenwood asked on the ROA on page 2, what is the \$3,500 for?

Mr. Moyer stated it does give a description of what it is actually for, but I will get an answer.

Mr. Smith asked is it the signs?

Mr. Moyer responded it could be.

Ms. Greenwood asked will that be changed?

Ms. Fernandez stated it will no longer be the ROA who owns the signs.

Mr. Moyer stated we can move it to under Utility - General.

Ms. Greenwood asked what is the R&M - Grounds at \$16,980?

Mr. Moyer responded ROA common property.

Mr. Smith stated I am not sure what ROA common property they own.

Mr. Moyer stated we are billing against it.

Mr. Smith stated it came from the ROA. I can get with Mr. Bob Borg to find out what they are and if we need to change them to CDD.

Mr. Moyer stated keep in mind, if we roll the grounds maintenance of the ROA into the General Fund, you may have to increase assessments. It is great for the ROA but it puts it all on us.

Ms. Greenwood asked would it be worthwhile for the ROA and CDD to have a joint meeting?

Mr. Moyer stated we can certainly do that.

Ms. Greenwood stated it would answer a lot of questions for a lot of Board members there and here.

Mr. Moyer stated let me explain how this came about on how we picked up these ROA categories. The biggest category there is Misc-Internet Services which is Embarq. The ROA was having difficulty in the 2006/2007/2008 timeframe collecting monies to pay their invoices, Embarq in particular. They came to the CDD and asked since we had a better way of collecting rather than sending bills, would we do that for them. They also came back and said they need utilities covered and the grounds maintenance covered, and they provided us with this listing. Anytime, you want to have a meeting with the ROA is fine.

Ms. Greenwood stated with regard to Embarq, I noticed the amount going to Embarq was less this year by about 66% as opposed to last year.

Mr. Moyer stated 2013 was \$163,000 and this year we are expecting \$163,000 as well. We are raising it to \$173,000 anticipating additional people moving into the community.

Ms. Greenwood asked have we had any residents balk at that being paid to you out of the CDD assessment?

Mr. Moyer responded no.

On MOTION by Ms. Greenwood seconded by Mr. Connors with all in favor, Resolution 2014-01 approving the budgets for fiscal year 2015 and setting a public hearing thereon was adopted.

SEVENTH ORDER OF BUSINESS

District Manager’s Report

A. Approval of Financials

Mr. Moyer reviewed the April financials, which were included in the agenda package and are available for public review.

Mr. Moyer stated one of the things a little concerning when you look at the revenues, we levied \$458,000 for O&M of the District, ROA facilities, and infrastructure, and we have only collected \$275,000, which means there are \$182,000 in delinquent taxes, which includes our assessment. This month, if all things work the way they should, the tax collector will sell tax certificates. Generally people will buy those tax certificates and we will get our money. It is a fairly significant gap between what we collected and what is delinquent. On the O&M expenditure side, we are doing okay.

Ms. Fernandez stated the trees were planted and I am presuming were paid. Have you submitted anything to the homeowners for the reimbursement they agreed to pay for?

Mr. Moyer responded if we did not, we certainly will.

Ms. Fernandez stated it will help pay for something else.

Mr. Moyer stated we have expended \$20,000 from Capital Projects which would be the trees. I will definitely make sure we send the invoice.

Ms. Greenwood stated I think we skipped where we are at with our bond issues.

Mr. Moyer stated it is part of your budget. We levy for the A Bond and maybe Mr. Mantzaris can bring us up to date on the B Bond.

Mr. Mantzaris stated we will talk more about under the Attorney's Report.

B. Check Registers and Invoices

Mr. Moyer reviewed the invoices for the period the March 1, 2014 to April 30, 2014, which were included in the agenda package and available for public review.

On MOTION by Ms. Fernandez seconded by Mr. Connors with all in favor the invoices for the period the March 1, 2014 to April 30, 2014 in the amount of \$110,205.20 were approved.

C. Report on the Number of Registered Voters - 774

Mr. Moyer reported there are 774 registered voters in Stevens Plantation. It means little to us where we sit today because we are older than six years and have more than 250 registered voters. All of that is relevant as it relates to the resident/registered voters electing supervisors. As we discussed at the last meeting, we will have an election and the qualification period is noon, June 16 to noon, June 20.

Discussion followed on the seats in the general election with it being noted seats occupied by Ms. Borders, Ms. Fernandez and Mr. Connors will be in the general election. Mr. Moyer will provide clarification.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Mantzaris stated the DSD completed the closing of the sale of the 10.5 acres of the corporate campus to Oak School Partners, who is proceeding with the charter school. Oak School Partners also has a contract to acquire 13.6 acres of the corporate campus which has a due diligence period and a potential closing in January, 2015. They did an onsite event to try to get attention from some families and were very pleased with the response they received, and their enrollment commitments are ahead of where they expected. With the property closing,

some of the assessments on the tax bill were paid. The other part of that, with the fact that the transaction closed, it is not uncommon in the world of business when there are monies to be disbursed that people will show up and take interest. This year is probably the best interaction we have had with the bondholders at Stevens Plantation because now there is a pending deal. It initiated discussion with Bond Counsel and the attorneys for the bondholders on the current status of all the bonds at Stevens Plantation, particularly the B Bonds that are assessed against the residential properties. They have indicated they are willing to work with us on that. They recognize the situation and also the value of the property is not where it was when the bonds were issued. They recognize that and there needs to be some discussion and negotiation on the bond covenants. We are working on it with them, and it was described to me today as they are finally engaged in the discussions. Hopefully, that will bear some fruit. Specifically with regard to residents at Stevens Plantation who received the letters in January, we have not been asked nor have we offered to take any further collection action on those B Bonds. We have asked the bondholders and have basically wrapped it into a bigger discussion of the whole project and trying to resolve it all together and hopefully without having to start some aggressive collection activity against those individuals. You asked for an updated list at the last meeting and I have that.

Ms. Greenwood asked did you find out why the Sanctuary was on the list?

Mr. Mantzaris responded I never found out why it was on it but it is not anymore.

Ms. Greenwood asked have there been any legal processes started by any of the homeowners?

Mr. Mantzaris responded no. We have received some letters from attorneys representing title companies and/or property owners who have submitted letters claiming why we were going to have trouble collecting the assessments and offering to resolve the assessment amounts for a lower amount. The assessments are tied to the payment of a bond and are controlled by the bondholders, so we have provided those offers to the bondholders. Again, that is part of the discussion about whether they want to compromise. There have been no legal proceedings but plenty of discussions with lawyers about the issues and discussions with residents. KB Homes has agreed to pay off those liens for five property owners. There is a slight issue which is going to leave about \$8,000 of those unpaid. Essentially, we have not tried to resurrect what happened but as best as I can tell you from tracking back to what happened in 2005, KB Homes for

whatever reason wrote a portion of the payment for the B Bonds in checks and delivered them to another CDD. We have been trying to track those down; according to their records, they did pay it, just to a different CDD in Osceola County, and we have been trying to get as much information as we can to track it down. We are expecting a payment of about \$93,000 from KB Homes for the liens.

Ms. Greenwood stated I certainly hope the builders, such as Park Square and Savvy Investments, are not cutting deals and the builders with open land will be expected to pay the full amount as everyone else has had to pay.

Mr. Mantzaris stated it is obviously the intention to do that. I do not know how the bondholders are going to react to the two offers we have to pay reduced assessments. Mr. Moyer, myself nor even the Board can accept those reduced offers; it is up to the Trustee on behalf of the bondholders. We have explained to the lawyers who have contacted us that we have to get someone else to deal with this. We have no control over whether they accept it or not; if they do, some of the balance gets paid off and the lien gets released.

Ms. Greenwood stated I am not pointing a finger at anyone; we all know there was a mistake on the part of someone who used to work for Severn Trent, but that is not the only mistake that I think has occurred through this course of events. I talked to many other people about this trying to better understand from those who have more knowledge than I do. It is just does not make sense that there was not some type of ledger, spreadsheet, checks and balances to say this x amount of money has come in and here is where it is, this x amount of money has been paid to pay off bonds and these are the dates it went out. You know by the number of lots/properties within all of Stevens Plantation how much the full amount was to be paid towards the B Bonds. Yes, you had to take into consideration the different times the lots were purchased but still in all you know x amount is supposed to be for lot 321, when did it come in, when was it posted, and where has it been sitting. I do not know understand why this was such a big surprise to our partners on the DSD Board two years ago that, number one, we were not going to be able to meet the debt when it was to be paid in May of last year, and number two, that we did not have all the monies collected. There should have been checks and balances to say this is the money we have in and this is what it is for and the checks and balances are equal. They were not equal and so I would almost like to see a forensic audit done from day one of these monies being collected, where they have been sitting, and what has been going on. I would like to see it just

for this portion of the money used to pay off the bonds to see where the monies have been sitting and why nobody could figure out that A did not equal B.

Mr. Mantzaris stated that certainly can be done.

Ms. Greenwood asked do you understand why I am saying it?

Mr. Mantzaris responded I do understand but I do think the issue is necessarily with the amount of money that was paid; the issue that we are in is, there were certain funds that were not paid at certain transaction points.

Ms. Greenwood stated we know that.

Mr. Mantzaris stated an audit is not going to show anything other than on this particular lot, this amount was never paid.

Ms. Greenwood stated but we did not know that until six months ago. If there were checks and balances going on, we would have known that when the first lot supposedly did not pay.

Mr. Mantzaris stated you would not know from the CDD and manager's office point; they would have to know a transaction occurred or was about to occur so they can say we need to get money with regard to this particular lot. The only way for the system, as the system was created, to do that was for closing agencies in the transaction to contact Severn Trent and ask for an estoppel letter saying we know there is money owed. The manager and the people handling the books would still show it as Lot A amount owed, Lot B issued estoppel letter and received check. But until whoever closed Lot A contacted them, they would never know. There is lien book that has every assessment on a per-lot basis listed, and it is marked off in the book who paid and when it is paid.

Ms. Greenwood stated and that is where the human error occurred.

Mr. Mantzaris stated for the intent when we sent the letters, we went back in and Severn Trent did say they had human error on these and they have ten showing as not being paid when they were actually paid.

Ms. Greenwood stated so you are saying the burden for the houses that closed, the mortgage company did not request the estoppel letter from all the agencies that represents Stevens Plantation.

Mr. Mantzaris stated there were 400 of these transactions and in 345 of them, estoppel letters were requested and the amounts were paid off. Is it the best checks and balances for this

thing? Probably not, but it was the one set up for this, and apparently it is not unusual in CDD and bond situations like this.

Mr. Moyer stated when you go through the list, you will notice investment companies and builders. Whether the B Bond was paid when the property transferred or not by negotiation with a sophisticated investor, the seller may have said he is going to take less of a price but is passing on that assessment to you; it is not unusual. This means the payment would not have been due until May, 2013. There are quite a few of those listed on the chart that look to me to be investors that may very well of had full knowledge that their B Bond had to be paid. If you looked at the contract, which we are not privy to, I would not be a bit surprised if you were to find the purchaser agreed to assume that.

Ms. Greenwood stated but what we are talking about with that is primarily in the Estates; it is not in the other pods.

Mr. Mantzaris stated the lots were owned by either individual builders or speculators who in turn tried to sell, and larger builders in the other pods.

Ms. Greenwood asked can you give us a copy of what you have at Severn Trent that shows when monies came in?

Mr. Moyer stated we have a lien book.

Ms. Greenwood stated I think we need to be educated better because we were not here. What I have been told is, since the city was the developer, there are a lot of things that were done differently than if it had been a true developer come in.

Mr. Moyer stated the only confusion, if there was any confusion, was the DSD and the CDD and our respective roles as it relates to the bonds.

Ms. Greenwood stated because too many hats were worn by individuals.

Ms. Mantzaris stated I do not think that is the case at all. I do not think at the time the whole thing was put together that any shortcuts were taken for anything on it. From the financing perspective of it all, the financing was put in place by people who are responsible for financing these types of infrastructure for CDDs all over the country and specifically in Florida. The financing and the documents were taken in front of a judge and were reviewed by the State Attorney when they were done in 2003. They were actually taken to the unusual step of doing it that way because Bond Counsel said you have a government element to this thing. All of that was done clearly above board. There were no shortcuts taken with it. I do acknowledge that the

bonding formula put in place for this type of development that was done for other developments at this time is very confusing and harder to follow, but it was all precipitated on one thought, which was by May, 2013, all of these properties were going to sell and all would be handled the way the 345 were handled, and if they all had been, then we probably would not be in this situation and is part of the reason KB Homes has stepped up and is writing a check. As Mr. Moyer pointed out, some of these vacant lots in The Estates section were probably banking on the fact that we did receive one letter in response to a letter that went out from one property owner that said I know I have to pay them but I do not have to pay them until I build my house. We responded that was good until May, 2013 when the bonds became due. He understood what was supposed to happen; he was just waiting to build, like a lot of the people who were waiting to build their spec home and turn around and sell it.

Mr. Mantzaris stated the 144 acres is currently under contract. It was supposed to close on Friday and did not. We have had some discussions with the buyer but I have no information to give you.

Ms. Greenwood stated my understanding is they cannot find a builder.

Mr. Mantzaris stated that is what they told us. I think frankly they signed the contract, stuck with the contract and did a lot of good things to accommodate and work with the residents, they stuck it out and I do not know if they went back and looked at it and said we should have thought it through before we did all of that. They are heavy into it in terms of deposit dollars.

Ms. Greenwood asked can we use those deposit dollars toward paying off the B Bond or A Bond?

Mr. Mantzaris responded those deposit dollars are DSD monies.

Ms. Greenwood asked is the DSD able to use those dollars to pay off the bonds?

Mr. Mantzaris stated it depends on which portion of the bond you are talking about.

Ms. Greenwood stated any portion. That money should be going to pay off the bonds.

Mr. Mantzaris stated the DSD could agree to pay off the bonds that are owed by the DSD, so yes, they could agree to do that, but they could not use that fund to pay off bonds owed by other than the DSD.

Ms. Greenwood stated please make sure we know when the next DSD meeting is.

Mr. Mantzaris stated it was advertised and set for next week.

Ms. Greenwood stated as a courtesy they were supposed to let the association and CDD know.

Mr. Mantzaris stated it is the 12th, a week from tonight after the Council meeting. The meeting was set to deal with this latest development regarding the contract not closing. We have to go back to the Board to say the project did not close.

Ms. Greenwood stated it is all going to come back to the Planning Commission.

Mr. Mantzaris stated I do not think so. I think any prospective buyer is going to have to live with it the way it is.

Ms. Greenwood stated that is wonderful, great news.

Mr. Mantzaris stated there is also an offer for the retail piece; I cannot give you anything more than that there is some discussion with a commercial developer.

Ms. Greenwood asked does the retail piece have to adhere to our documents as far as appearance review and all of that?

Mr. Mantzaris responded not the ARC; that is designed for the residential pods. It has to deal with whatever requirements are there for the entire Stevens Plantation development in terms of the setbacks and things like that.

Ms. Greenwood stated the original architectural spec drawing was something very similar to what is in Celebration and their retail piece in front. How can we hold someone to coming up with something that has that attractiveness to it? I know you just want to sell it and I understand that.

Mr. Mantzaris responded frankly, I think the DSD would rather not sell that piece right now. I think the value of the piece will go up as more homes are built in this area. I am not a real estate person but I think that is the only piece the DSD would hold onto.

Ms. Greenwood asked is the offer for the whole 17 acres?

Mr. Mantzaris responded 16.5 acres.

Ms. Greenwood stated we could not get our park done.

Mr. Mantzaris stated to get back to your questions on that issue, I will speak with Mr. Ragsdale and the Planning Department to take another look at the entitlements for that piece and see if there is anything that will box it into some specific design issues. I think whoever builds on it, given the character of it, is going to have to build it as if it is integrated as part of the residential area around it.

Ms. Fernandez asked can you also address that because of the charter school purchasing the land, they are going to be putting in portables that we understand are temporary but we also want to make sure it conforms to the guidelines? Even though it is a school, it still needs to wholly connect.

Mr. Mantzaris stated we can look at it but I do not know if the charter school had any preliminary designs of their final structure.

Ms. Greenwood stated they do not have to come before the Planning Commission.

Mr. Mantzaris stated you may see that project as a member of the Planning Commission if they do acquire the other 13 acres because they are going to want to integrate it into the site.

Ms. Greenwood stated they would like to close it off so it does not run into Buddinger.

Mr. Mantzaris stated that is where we are with the DSD issues and the sale of the property. We are working with the bondholders and would hope we would have some sort of progress by the next meeting. They have finally engaged with us mostly because they realize it is time to make some decisions. For the final piece on the north, we do anticipate having a revised offer from a buyer for that piece to discuss with the DSD.

Ms. Greenwood asked will it be discussed at the open meeting next week?

Mr. Mantzaris responded yes. The attorney for the buyer contacted us to say they are working on a revised proposal. The contract does require a payment of the B Bonds and assumption of the A Bonds by the buyer. The first piece sold to Oak School in the corporate campus required a payoff for the B Bonds and the A Bonds.

Ms. Greenwood asked are they accepting the B Bond payoffs now? They were not accepting money previously. Are they accepting the money to pay off the A Bonds?

Mr. Mantzaris responded if you are talking about the money held in the accounts, no they are not. It is another one of the six or seven things we have been working on and trying to do with the bondholders. They have not agreed to apply it to it. In our pro forma that Bond Counsel has, it has worked up that amount as well as a similar portion of the amount that is contained in the DSD bonds in an interest fund. We are slating at the backend toward the credit toward the whole payoff of everything. We get estoppel letters from Severn Trent, we are sending them checks, and they are taking the money and sending it to the Trustee and satisfying the B Bond.

Ms. Greenwood stated they are accepting money toward the B Bonds.

Mr. Mantzaris stated when KB Homes sends the check, it will go to Severn Trent to be provided to the Trustee, and the B Bond assessment on those five properties will be released.

B. Engineer

There not being any, the next item followed.

C. Field Manager

Mr. Smith stated the first item I have for you is for the replacement of the Verandah Lakes wall. There are three bids with the lowest being from William Stone. When the wall was hit, William Stone did the repair. I am familiar with them and think they do a good job.

Ms. Greenwood asked how is it different than the original one we presented to you?

Mr. Smith responded the original one is Signeffex for \$19,936. I provided the contractors the drawing so they all bid apples-to-apples.

Ms. Fernandez asked what is the timeframe?

Mr. Smith responded I think the longest item would be the aluminum portion of the sign itself.

Ms. Fernandez asked 60 days? 90 days?

Mr. Smith responded probably 90 days or right around there. I will push them to get the wall in, and we can make a sign from plywood, but my concern is, everybody is going to be calling asking what that is.

Ms. Fernandez stated right now the light is out on the sign but I did not want any repairs on it since we were going to do this. Nobody can see the sign in the evening.

Mr. Smith stated I will push him on it and see what he says. Once he orders the sign and we know how long it is going to take, I will email the Board.

Mr. Connors stated there will be lights with the sign also.

Mr. Smith stated yes.

Mr. Connors asked do you know what kind of lights?

Mr. Smith responded it will be different than what is there; it will probably be the longer signage lights.

Mr. Connors stated so it will not be like the lights in the picture.

Ms. Fernandez asked when they are purchasing them, can they think about economics and try to go with brighter lights, even though initially they may be a little more costly? I do not know what he quoted when he did the estimate.

Mr. Smith stated I will make sure my electrician is involved since he does all the lighting maintenance.

Mr. Connors stated more energy efficient but brighter.

Mr. Clegg MOVED to approve the William Stone Premier proposal for replacement of the Verandah Lakes and Ms. Greenwood seconded the motion.

Mr. Connors stated I have been doing bids for 30 years and anytime you take the low bidder, you are always slighted something. It makes me a little bit uncomfortable with it.

Mr. Smith stated I have worked with Ryka and they are good as well; they are doing the Celebration Presbyterian Church front entry sign. They are just always more expensive. William Stone goes a good job and I am confident at the end of the day we will get a good product.

Mr. Mantzaris stated in the public sector with procurement of goods and funds, the key determining factor is the lowest bid. Unless you have a substantial reason to think a prospective bidder is not going to get the work done, you are almost obligated to go with the lowest bidder.

Mr. Clegg stated I think there is some concern about just the specifics, such as the lighting, which you will get some more information on.

Mr. Smith stated the lighting is the least of my worries because the power is there and the fixtures are easy. My electrician is very good, and if we need to enhance what the contractor puts in, we can do that. My biggest concern is the sign and getting it back with it being what we want. The stone, stucco, and cinderblock are pretty easy.

On VOICE vote with all in favor, the prior motion was approved.

- i. Field Maintenance Report**
- ii. Action Items**
- iii. Resident Call Log**
- iv. Landscape Report**
- v. Aquatic Weed Control Report Action Items**

Mr. Smith provided the Field Management Report, which was included in the agenda package and available in the District Office for public review during normal business hours.

Ms. Fernandez stated the Monthly Highlight Report is all for June. I assume it is all items to be done this month.

Mr. Smith stated those are things which have been done; some were done in May. I think he meant for the June meeting.

Ms. Fernandez stated you are saying you did sand and polish The Estates sign.

Mr. Smith stated yes, we did. He sanded and polished them, but in order to get the product we are looking for, we may need to paint them and keep painting them. On the big fountain, we lengthened the nozzles to keep the water from splashing on it and it should help. In order to get them looking good, we may have to put a coating on them, not necessarily paint them, but coat them to keep them black.

Ms. Fernandez stated I sent a request for you to contact a homeowner on Lafayette by the triangle pod. They were told when the development was completed, sod would be placed, and you clarified there is no irrigation there and St. Augustine would not work. I asked you to contact them and see if we need to keep the weeds down because they do have a lot of weeds there.

Mr. Smith asked which resident are we supposed to contact?

Ms. Fernandez responded the one that has three or four pots by the screen enclosure.

Mr. Smith stated the back of their property faces it.

Ms. Fernandez stated the whole back of the house; actually their house is on Marietta.

Mr. Smith stated I took it that you wanted us to treat the triangle piece. You want us to contact the homeowner?

Ms. Fernandez responded yes, please. I will give you their phone number.

Mr. Connors addressed the entrance signs.

Mr. Smith stated I will get with the guy I have coming out working on them. I really did not want to paint the granite or marble tiles they have there, but it is the only way we are going to get it looking good and staying that way. If we put a coating on, the water should run off, something like a marine paint. The Estate sign keeps bleeding grout and it is going to be hard to stop. We will probably just have to keep going back and removing it. I will get a resolution for it. Do you want me to go ahead and do it or bring a sample back for the next meeting?

Landscape Maintenance Agreement

Mr. Smith stated the next item I have is, our Landcare Specialists contract is up in September. They had a two-year contract with an option for a two-year renewal. We took the two-year renewal option and we are at the end of that renewal. We can go to a year-to-year contract. Our contractor has agreed to leave the price the same.

Ms. Fernandez asked can we do an annual?

Mr. Smith responded at the dollar amount we have at \$99,000, we can do one-year contracts. Also, we have a 30-day cancellation clause.

Ms. Fernandez stated I would recommend going with an annual contract.

Mr. Clegg stated I have looked at the contract but I have not looked at it in detail. You said our current contract is up in September.

Mr. Smith stated September 30.

Mr. Clegg stated I will probably have some questions for you at the August meeting to better understand it.

Ms. Fernandez asked are you asking to table it until the next meeting?

Mr. Clegg stated yes, I think so.

The Landscape Maintenance Agreement was tabled to the August meeting.

Ms. Fernandez stated since the CDD has acquired the signs, we need to make sure if we carry an insurance policy, they are covered. The HOA found out when the Verandah Lakes sign was hit, it was not covered. We need to see if there is some kind of clause that can be put in.

Mr. Moyer stated if there is a police report, we would recover from the person who hit the sign; that is our normal policy.

Mr. Connors stated also please find out the warranty period for the sign.

Mr. Smith stated it is generally a one-year warranty on materials but I will find out.

NINTH ORDER OF BUSINESS

Other Business

There not being any, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Greenwood seconded by Mr. Connors with all in favor, the meeting was adjourned.

Gary L. Moyer
Secretary

Rebecca Fernandez
Vice Chair