

MINUTES OF MEETING
MIDDLE VILLAGE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Middle Village Community Development District was held on Monday, July 9, 2018 at 2:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

Present and constituting a quorum were:

| | |
|-----------------|------------|
| Rocky Morris | Chairman |
| Michael Steiner | Supervisor |
| Rod Swartz | Supervisor |
| Shawn Vick | Supervisor |
| Mike Reynolds | Supervisor |

Also present were:

| | |
|-------------|-----------------------------|
| Jim Perry | District Manager |
| Wes Haber | District Counsel (by phone) |
| Peter Ma | District Engineer |
| Jay Soriano | GMS Operations Manager |

FIRST ORDER OF BUSINESS

Call to Order

Mr. Perry called the meeting to order.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members in attendance.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation from John Jarrett

Mr. Perry stated included in your agenda package is the resignation from Mr. Jarrett who is stepping down. As you all know he has served on this board for about six years and due to work commitments he did not feel it was appropriate for him to remain on the board. He's been traveling a lot and his company relocated so it's been very difficult for him. We would ask that the board accept his resignation with regrets.

| |
|---|
| On MOTION by Mr. Morris seconded by Mr. Steiner with all in favor Mr. Jarrett's resignation was accepted. |
|---|

B. Consideration of Appointing a New Supervisor to Fill the Unexpired Term (11/2018)

Mr. Perry stated with that we do have an open position for Mr. Jarrett's seat. Keep in mind that his term goes through November of this year so whomever you appoint will only fill the seat through November. Nobody qualified for that seat so in November you would go through this process again to appoint somebody.

Mr. Morris stated I have taken the liberty to speak with my neighbor, Mr. Mike Reynolds about the vacancy and would nominate him to fill that seat.

On MOTION by Mr. Morris seconded by Mr. Steiner with all in favor Mr. Mike Reynolds was nominated to fill the vacant seat.

Mr. Swartz asked are we under any requirement to make an announcement about it?

Mr. Perry responded you're not. Some boards go through a lengthy process where they solicit resumes and have potential supervisors come and give a presentation of their qualifications and why they desire to fill the seat. There are no statutory requirements as to the process.

Mr. Haber stated in November it sounds like that seat will be vacant. You'll have the opportunity and you'll be obligated to fill that vacant seat again.

Mr. Swartz asked if it doesn't get filled it has to be a special election right?

Mr. Haber responded no, the way it works is if no one qualifies a vacancy is created and the board member who is in that seat can remain in that seat, although for purposes of the statute it's vacant and you as a board have 90 days to fill that seat through an appointment.

Mr. Morris stated I believe no one qualified for John's seat anyway.

Mr. Haber stated the appointment you just made will last until November and then you'll have to go through this process again.

C. Oath of Office for Newly Appointed Supervisor

Mr. Haber and Mr. Perry administered an oath of office to Mr. Mike Reynolds and explained the forms and documents related to serving on a CDD board.

D. Consideration of Resolution 2018-08, Election of Officers

Mr. Perry stated what we typically do when we have a new supervisor is we ask for confirmation of the various officers. Currently, Rocky is the Chair; the Vice Chair position is open with Mr. Jarrett's resignation; Mr. Steiner, Mr. Swartz and Ms. Vick are Assistant

Secretaries; I am the Secretary and Assistant Treasurer; Jim Oliver of my office is an Assistant Secretary; and Dave deNagy of my office is an Assistant Treasurer. We would ask that Mr. Reynolds be appointed as Assistant Secretary consistent with what you've done in the past and we would ask that you could affirm the other positions other than the Chair and Vice Chair.

Mr. Morris stated I would nominate Mike Steiner in the Vice Chairman position if he would agree.

Mr. Steiner asked we would do this again in November?

Mr. Perry responded yes we would do it again in November.

On MOTION by Mr. Morris seconded by Mr. Swartz with all in favor Resolution 2018-08 with Mr. Steiner as Vice Chair and Mr. Reynolds as Assistant Secretary was approved.

FOURTH ORDER OF BUSINESS **Approval of Consent Agenda**

- A. Approval of the Minutes of the June 11, 2018 Meeting**
- B. Financial Statements**
- C. Assessment Receipt Schedule**
- D. Check Register**

Mr. Perry stated you are over 100% collected on the roll and that is related to the interest for people that do not take advantage of the early payment discount.

On MOTION by Mr. Morris seconded by Mr. Steiner with all in favor the consent agenda was approved.

FIFTH ORDER OF BUSINESS **Discussion of the Fiscal Year 2019 Budget**

Mr. Perry stated I handed out a page on the O&M assessments allocation. The one that was included in the agenda package was an earlier version. This copy here is consistent with what the board voted on a month ago in regards to there not being an increase in the operations and maintenance assessments. There is a decrease in the debt service. We haven't made any changes to the budget itself. We have the adoption of the budget scheduled for August 20th, which is a night meeting at 6:00 p.m. At this time there's no action the board needs to take.

SIXTH ORDER OF BUSINESS **Discussion of the Landscape RFP**

Mr. Soriano stated at this point we have seven large companies that have shown up and taken part in the RFP. We had a tour where I put everybody on a bus and went through both

districts for a couple of hours and pointed out all of the areas they take care of and they go through that big detailed map so they understand all of the responsibilities. The nice part is out of all of those seven companies every single one has been involved in one of our RFPs in the past. We did not get any of the smaller mom and pop companies. The way we're set up now they will be done with their question and answer period at the end of this week. I really haven't received any questions other than what we got on the tour. Anything that is received outside of that tour I have to send out an addendum that goes out to everyone with the question and official answer so they have that spelled out clear and it goes out to everybody involved and they respond saying yes we've received it so they can put that in their bid packet as far as how to provide that service. I haven't received any of those so unless I get anything new by this week we will be done with the question and answer period and then they have a couple more weeks until the bids are due on the 27th of this month. At that point I can start delivering them to you that weekend so you can start looking at the packets. We have two meetings in between, the August and September meetings. I had originally put to award at the September meeting but we had talked about doing a committee meeting in August. We didn't set a date but we could award early. By August once you guys have discussed a lot of those things are already spelled out. Some of the grading is a mathematical equation and some of it is subjective for you to look at and decide.

Mr. Morris asked when you deliver those to us will those already be tallied?

Mr. Soriano responded depending on how fast you guys want them back that night or that weekend I probably won't have time to go through and tally up.

Mr. Morris stated I don't know that we necessarily have to have them that day or weekend. I would prefer you go ahead and tally them up and make it simple. I trust your direction on this.

Mr. Soriano stated that's really just one or two of those grading items on there and the rest will be subjective on you guys. I can go ahead and start the ones that are mathematical based on price.

Mr. Steiner asked is this contract going to be individual to Middle Village or is it going to be a joint contract with Double Branch?

Mr. Soriano stated we're doing it the same way we've done it in the past. We've given them the option to give us different pricing based on whether they were looking at just doing

this District or if they were awarded both could they give us a better rate. Realistically, a lot of them just give us that price to do both and if they don't win one they would still have that price ready. I've given them the option to just give us the rate on one district if they just want the one. It's still individualized because you have to do a contract specific for Middle Village.

Mr. Steiner asked how are we configured now? Is it two separate?

Mr. Soriano responded yes. You will still have to do that it's really just the way it affects the pricing.

Mr. Morris stated we did discuss having at least the Chair Cindy Nelsen attend perhaps an hour prior to our August meeting?

Mr. Perry stated the date we were looking at is August 13th because you meet on the 20th and Double Branch meets on the 13th at 6:00. Both boards are the committee, which doesn't mean you all have to attend, one or all of you can attend, but the supervisors of each board were appointed as part of the committee. We thought a committee meeting on the 13th at 5:00, that way there would be likelihood on the consensus of the committee members on which way they're going to go. That way when they meet an hour later that board can decide which direction. Remember, the process before is you are pretty in line with each other even though your separate entities.

Mr. Morris stated lets do that.

| |
|---|
| On MOTION by Mr. Morris seconded by Mr. Swartz with all in favor a landscape review committee meeting on August 13 th at 5:00 p.m. was approved. |
|---|

Mr. Soriano stated we will make sure we mention that plan to them also. Hopefully what we will get out of that committee meeting discussion is we will be able to award early rather than in September.

Mr. Perry stated in discussions about the proposers with Jay, all of them are familiar with this project and have either worked out here before or in some format so they're not proposers that are coming in that don't have knowledge of the facilities.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none the next item followed.

B. District Engineer – Discussion of Oakleaf Parcel 15 / Chestnut Ridge Signage

Mr. Ma stated we are going to talk about what is called parcel 15. This corner piece was bought by First Coast Energy/Shell Dailies probably about 12 or 13 years ago and it remains vacant. Don Hinson who used to serve on this board owned a remaining piece and had it for around ten years. Just recently he sold this other front piece to a daycare and now he's got this piece under contract to a developer to develop some retail space. What came out of that was First Coast Energy and Ladybird would have signage on their parcel that butts up against Oakleaf Plantation Parkway. This guy and Don's remaining piece, which he thinks is going to be an office, will not have any signage directly on Oakleaf Plantation Parkway, other than the sign that was installed up here at the entrance for Chestnut Ridge way back when.

Mr. Morris stated which was the one we discussed last month.

Mr. Ma stated it looks to me when they built the Chestnut Ridge sign they were anticipating some other guys, namely Don's piece, to go underneath the Chestnut Ridge signage. However, there was no written agreement between Don and the CDD to allow for that to happen so I'm here today to get the board's permission for having the retail and Don's future office piece to have signage on the existing monument.

Mr. Morris asked are you proposing that what we're seeing in this sign would be modified?

Mr. Ma responded the white panels would just slide in there whatever the name of the establishment is.

Mr. Morris asked structurally speaking there would be no changes?

Mr. Ma responded no they just want to be allowed rights to use one of these panels.

Mr. Swartz asked there are basically two signs though? You're not going to put six little signs in there. There will be two equal-sized signage underneath the Chestnut Ridge sign?

Mr. Ma responded most likely it will be two additional signs.

Mr. Swartz stated if an office building goes in there and there are eight units now we're going to have a bunch of little units of the signage in there so I'm just thinking ahead.

Mr. Morris stated I would object to that. What I'm seeing there and what you're saying I'm cool with that.

Mr. Steiner asked is this signage here?

Mr. Ma responded that signage is for the Publix. Our signage is in the median.

Mr. Morris asked so the Regency property sign there is temporary? Ultimately that won't remain because something will be there.

Mr. Ma responded no it will still be there.

Mr. Soriano stated there's one at the corner. It's pretty well built and its got empty spots too.

Mr. Morris stated I would prefer that the sign structurally stay as is and as businesses and or retail spots come and go, I'm not opposed to adding their signage in those spots.

Mr. Steiner asked would that come with compensation to the CDD being that we're the ones that have to go do that?

Mr. Soriano responded that's what we had talked about last meeting so we would have to set up some sort of rules as far as who handles switching out the signs, taking care of them and cost of the rental.

Mr. Morris asked what is Don's understanding of that sign?

Mr. Ma responded if you remember Bob Cromartie worked on all the signage so he had set that up and that was their understanding that when the commercial came in there was an opportunity for whoever to use theirs.

Mr. Morris stated I would prefer that we don't have to manage it ourselves. I don't necessarily believe that we need the revenue from it only if we're not managing it. If we are, there needs to be some kind of income.

Mr. Steiner stated the only question I would have is the fact that I assume that we would have the Chestnut Ridge portion. Now you split the sign as to who does what where.

Mr. Morris stated that's true.

Mr. Steiner stated what I thought was discussed earlier was looking at changing that lower area and making it standard with Hamilton Glen across the way and have just Chestnut Ridge there. Then they could come down here. I assume if there's going to be an office and retail space they're going to have to have an access road right there. When they put their access road in they can put their sign over there.

Mr. Ma stated yeah but the signage they want is on Oakleaf Plantation Parkway, not Southwood.

Mr. Swartz stated they should have thought ahead and bought the parcel on the corner. This isn't our responsibility.

Mr. Ma stated I believe somebody thought about it's just there was never agreement.

Mr. Perry stated keep in mind the sign is ours right now and all of these entities pay O&M so the only additional cost would be the panels to install so I'm sure Mr. Hinson will pay for the panels as they need to be installed.

Mr. Soriano stated we could create that as part of the agreement that all of the expense will be on them to change out and repair those signs. We could also put as part of the agreement that there are only ever going to be six or eight so we don't start getting ten little portions.

Mr. Ma stated it looks like somebody had put signage here already.

Mr. Morris stated yeah I think Dream Finders did. What I would do, and Wes, you can pass this on to Jason perhaps, that language with that signage would include maintenance to our specifications that it's current, that it's maintained at the level of cleanliness, etc.

Ms. Vick asked can we stipulate uniformity so no one can put a purple sign there?

Mr. Morris responded I think we can.

Mr. Swartz stated the current color scheme is black lettering on an off-white field so there shouldn't be any red. It should be all black lettering.

Ms. Vick stated if this retail center wants to start putting color that's just distracting.

Mr. Haber stated I got the language with respect to the obligations to maintain to the CDD standards. Is the expectation that a document or some form of agreement is going to be drafted between the CDD and whichever entity wants to put up the sign?

Mr. Morris responded it's not going to be the entity it's going to be with Don Hinson. He owns the property and has the plans to put up the retail and office space.

Mr. Ma stated more retail. There are no plans for offices right now.

Mr. Haber asked what is the expectation? Is this something that you want brought back before the board?

Mr. Morris responded my preference is that you or Jason handle it. Such that we would have it consistent with respect to each of these little signs would be the same color and uniform with a white background and black ink so that it doesn't distract too broadly from Chestnut Ridge, which is at the top of the sign.

Mr. Swartz stated the font and color all need to be consistent.

Mr. Haber asked and you said you want Mr. Hinson to be responsible for maintenance of the sign?

Mr. Perry responded we maintain the sign other than those panels in there. If they need to be replaced it's on their dime.

Mr. Morris stated we maintain it because we've got to take care of the Chestnut Ridge portion of it but everything around the whole structure of the sign is one that the CDD maintains so the panels would be the only thing specifically that we would ask is consistent and maintained by Mr. Hinson and/or his agents.

Mr. Perry stated Peter can get you the legal entity for the agreement.

Mr. Haber asked Peter, should Jason work with you in putting together the document?

Mr. Ma responded sure. I spoke to Jason about a month ago.

Mr. Haber stated he is back this week I believe.

C. District Manager – Website Conversion for Compliance with Accessibility for Disabled Persons

Mr. Perry stated we're going to be converting our District's website to be more in compliance with ADA. There have been a rash of lawsuits throughout the state for cities, counties and some special districts which means we will be as a baseline taking what's required by the Statutes and making our websites what the basics are because to convert documents is kind of expensive. Also, to maintain it is very expensive. This is typically for people that are blind or deaf. The documents need to be able to be converted easily. If you even have a picture or excel file it has to be converted.

Mr. Swartz stated we have the same problem at the University for my online class. If you click on anything it has to tell you what it is audibly.

Mr. Perry responded right. We will be doing the same for your sister district.

Mr. Swartz asked can we expect our website to have reduced functionality to what it has now?

Mr. Perry responded yes. The intent of all this is to have information available to people that have ADA issues but the consequences are that there will be less information available for the public rather than more. For example we have budgets and minutes for several years. By the Statute you don't have to have those extra years so we will condense it.

D. Operations Manager – Report

Mr. Soriano stated we still have food truck events going on every two weeks. I spoke to them about changing their dates because if you remember they sent me an email asking about going to Saturdays over at your sister district instead of all Fridays. I told them it's fine as long as they keep policing themselves and the understandings are still there with things like COIs and they're following the rules and we're protected. The only other thing I ask is that they're not stepping on anyone else's toes with other events that are going on. A lot of times on Saturdays we have large events whether they are district-run or the soccer program that is over there. These are at night so it shouldn't affect them but I did ask them to make sure they're working together in the future.

We had the dive in, which we haven't had in years. We did the first over at your sister district this last month. I tried to plan it in the middle of the week so we could keep it low-key.

Mr. Morris asked what was that?

Mr. Soriano responded we ended up showing *The Incredibles*. We worked around *The Incredibles 2* movie for Disney so we wanted to show the old one. We played games with the kids and had prizes they could win. They won Fandago cards so they could go watch *Incredibles 2*. We held it on Wednesday hoping to keep the group small but we had almost 250 people show up. That night you may have seen it go out on the SMS text service that we use, it stormed earlier in the day so we sent out a reminder that it was rain or shine. We ended up having a line all the way through the parking lot. It's dark on that deck which is one of the reasons they got away from. ASG was concerned with the liability. We had to figure out ways to do it and make sure we were keeping everybody safe so it was a little tough. We may have to come up with other ideas in the future if we want to do that more over there. You're side is going to be a little easier so we have one planned a couple weeks from now. I've themed it around Shark Week. They do a lot of marketing around that so we decided to piggyback off of it. We're going to show *Shark Tale* for the kids. We're still trying to figure out a way to do it in the back but I'd like to show *Jaws* for the adults. It's just really bright back there so it's hard to get the movie going and I don't want to be out here too late. It didn't start getting dark until 9:00 so we started the movie at 8:30 and it was kind of hard to see. 9:30 it was real dark out there so they had to move everybody into the lap pool area to make sure everybody was safe on the deck.

Mr. Morris asked what will it be projected on here?

Mr. Soriano responded we have a huge screen. We have a few deck light poles but not enough to be set up for nighttime swimming. I had to spot out areas where I could put the screen and it's not glaring off. In the adult pool area we do have the above pool deck lighting so we're able to do nighttime swimming. It makes that deck really bright so I have to find a way to either shut those off and still have enough lighting to keep everything safe so we can see everybody or we just may not be able to show *Jaws* back there. We still wanted to keep it cheap. We did all you could eat popcorn, a snow cone machine, cotton candy and kind of movie junk for the kids and then played games during the movie. We will do the same thing. I expect a lot more people. This deck can hold close to 700 people. 300 is about the most you can put at Double Branch.

We are at the end of our swim meet season. Our last home swim meet was this last weekend. They have their championship meet at Cecil Field and then it will be done. That's been a really good program and they've been happy that we've done everything ourselves and that it is our program now. The one thing I didn't really mention when we were taking over the staffing for the aquatics was the addition of the swim team. We have deposited almost \$19,000 from what the swim team brings in. That always went to another entity. Once I pay for the coaches and things like the awards, ribbons and banquet at the end of the year we still come out with a few extra dollars that we never saw before so it has worked out really well before. This has also been our largest year. We had 120+ kids on the team. Two weekends ago we had the busiest weekend where we had one of our home swim meets out here and we also had a large tennis tournament. There were about 50-60 people registered to play. Once they're done paying out expenses they still raised a couple thousand for the charity foundation. We don't pay for anything other than probably more janitorial with that many people in the facility, we just host it. I've had the tennis pro look at if he wants to do tennis tournaments here we have some of the nicest courts out there for clay courts so we want to be able to provide that. He's working on improving it as much as possible and making it the spot to come and play in those tournaments and eventually hopefully we will make a little money off of that.

Mr. Morris asked how is it going with the staffing now that it's been a few weeks?

Mr. Soriano responded really good. I haven't seen much as far as the daily complaints and whether that's changed or not. I do see the staff is a little more involved because they've kind of taken ownership and feel it's more theirs, which is good. I always think they do a good

job. There are always times we could do better. When you see those numbers with how many people come in on the weekend and what goes on at the pool I think they do a really good job. When it comes to switching over and financially, it's going great. I pulled some numbers. It's hard to see in those financials right now because we've added lines. We set it up in house where we have a company that does payroll. One check comes from the Middle Village CDD account and then it goes out to other accounts. Everything is done direct deposit so every two weeks I can look at the account to see what's been done. For the month of June in comparison for all the hourly positions, which includes the person downstairs, all of the lifeguards and supervisors, we paid a little over \$17,000. From Vesta the last two years for the month of June it was \$30,557 and in 2016 it was \$31,028. June and July are the biggest months so if we're saving what works out to be about \$12,000 that's a good amount of money. In comparison, I'll report to Double Branch the same way, they had about \$13,000. I realized back in 2017 last year we didn't have that fitness center person so that's a whole other set of staffing hours that we sunk extra money into. Financially we're doing great.

Mr. Morris stated it's actually better than you thought.

Mr. Soriano stated yeah for the month of June we had a lot of downtime from rain. I've gotten on them about sending people home when we can close so they don't sit here for five or six hours. I do have them cleaning but even then they can only do so much. After that it's wasted hours. It's a good thing for us bank account wise because we have that savings. We have five to seven people here and if we send them home the supervisor stays here until we're ready to close to let people know we are still closed down and we may open up at this time if we don't hear thunder. We also use that SMS service that goes out saying we're closed.

Mr. Swartz asked if they open back up do they call people back?

Mr. Soriano responded they don't send them home right away so let's say we close at 12:00 for thunder or lightning, they're going to stay for an hour or two. They will try to send one home first and then a second. Usually we have another person coming in later so we will get that help. If we close down at 5:00 and we look at that radar and see it's still rumbling at 6:30 we just send them home and at 7:00 we may send out a tweet saying it's closed for the rest of the day and will open normal time the next day. Our normal operating hours only go until 8:00 anyway. That has worked out pretty well and the savings are a little better but that's because of rain. It's kind of matching what my plans were financial wise. It has been a lot of

work to switch everybody over and now that they're all employees we will take on that HR side and dealing with a little more of the customer complaints. It's a little more work but it's working out well and I'm glad we did it.

Our numbers are still pretty high. I put in there what I'm pulling out of the system the 9,879 check ins for the month of June. That's actually low because about two weeks we were down because lightning struck this building. Every summer we have it and it usually takes out some of our low voltage stuff. I usually have extra parts ready for the companies that come in to help me with repairing everything. Our readers were down and some of our boards are still down. Not high enough in costs for us to make a claim on insurance. It will be under our deductible, which is \$2,500. We're probably going to be at \$2,000, maybe less when I'm all said and done. For about two weeks it did affect our numbers. I can't pull from the software if the readers don't work. This time last year we were at about 13,000. I'm pretty sure those numbers would be about the same.

Mr. Swartz asked so basically about a half a month of numbers?

Mr. Soriano responded yes. Just to give you an overview of what happened, if you look at the top of our building we have these clay pots that are decorative chimney tops. Lightning struck one of those pots and actually blew it apart so we came out and there was clay all over the lawn and all over the parking lot. The lightning hits the building and travels through the building. We are grounded to the building so it does take out some of that smaller equipment. There's really no surge protector that's going to protect these things. Most everything is back up and running. Five summers ago we used to just look at cards. We didn't have that check in and we couldn't look people up. That's tough on them now when they can't look people up and make sure who's here and who's bringing guests but it was a lot harder before and we made it work. It is back up and running and the reader works downstairs and they can check in and use their guest pin. The last thing I have is there are a couple gates where the magnets aren't working so the relays need to be replaced. We should be up by the end of this month.

Moving on the maintenance side, there was the one item with the signs that I wanted to talk about. I wanted to get to the Hamilton Glen sign this month but that was because we had talked about changing the Chestnut Ridge sign last month so I did get quotes for them to repair and change around the Chestnut Ridge sign and the Hamilton Glen sign so I'll go back to them

and change it again. The Hamilton Glen sign we will go ahead and finish out but Chestnut Ridge I'll look at cleaning that one up even if it's not going to be a repair and change. They have that same style signage that Hamilton Glen has so that one has to be updated also, it's just going to be a smaller sign.

There are two open items under operations. That was the lightening strike, but like I said that shouldn't be anything that I have to come to you for large amounts. Basically what I'm getting is a bill here and there for \$500. When all that adds up it might be near \$2,000. The other was for landscaping. If you remember a couple months ago we approved an extra amount for sodding. That sodding was going to go toward some of those islands and a couple of other areas that I wanted to put grass in. R&D has asked us to be let out of that understanding. When we approved that we based it on the contract price. They have a contract amount and expectation to do the work out here. As part of the contract there is a square footage cost. It provides for labor and the grass itself at .37 a square foot and right now they charge about double that. They bought into the contract so they knew the expected amount every year, that 10,000 square feet that we ask for every year they knew they had to provide at that price but this is an extra amount so they feel they're losing money, which they would be.

Mr. Morris asked what contracted amount?

Mr. Soriano responded if they were to bill on that expected contract rate they would be losing money. This is extra so we don't have to hold them to that and they've asked not to be held to it, which means we could also go out for bid and just put it out there that we want 10,000 square feet. We probably won't get that .37 a square foot from anybody right now but we may not pay double either.

Mr. Morris asked what is your gut on that? Should you push them or if they come in as a high bidder in the upcoming contract will it be water under the bridge at that point?

Mr. Soriano responded that's part of my concern is that I don't think I'll be able to push them to agree to it. It's not part of the contract so they don't have to provide an extra 10,000. We could open up but I'd say let's just wait until the rest of the process is done that we're going through for landscaping right now and then we can put it out there as extra and be done with it. If we do change and we have a whole other company step in to take over their fresh install I just don't know if that's the best way to go.

Mr. Morris asked and that negotiated rate is included in the bid packages?

Mr. Soriano responded it is and that would be one thing I would remind everybody of that was part of the tour. That is something I reminded R&D is that was in the contract and there is an expectation but because it's not a demand that they have to give us an extra 10,000 we can't really hold them to it. The understanding is these are the prices you tell us we should expect three or four years out or at least close to it. Double is not close to it.

Mr. Swartz stated just to remind you we've got some pretty frustrated residents about those.

Mr. Morris stated but the issue we had with that particular resident with that cul-de-sac I think has been appeased at this point.

Mr. Soriano stated yeah that is not one of the two that we were going to re-sod. Those two are actually looking pretty good with mulch and the grass is taken care of. The problematic one sits on a cul-de-sac with a bunch of foreclosures and the other one is in Whitfield. There's no irrigation out there. The irrigation was run when we were building. There's one oak tree that sits in the middle of the cul-de-sac so probably between builders and developers we set it up but there was never a meter out there or account set up for us. We'd have to install a meter and set up an account with Clay Utility and then we could have a line. It would be a good bit of cost but at least we won't have to run lines. A meter can be a couple thousand bucks. I believe there is an electrical box there so it may just be the meter itself. Depending on who I work with we may get one without a costs because we have a lot of accounts. That would give us irrigation and then we wouldn't need artificial. Those are the two but I had other areas in mind to sod with this extra amount, for instance the area that is back behind the tennis courts next to the adult pool we had talked about sodding.

Mr. Morris stated personally I am not a big fan of what I have observed with this company taking over with the landscaping. That's why I would motion to hold off. When this bid comes in if they are the low bidder on the project it's addressed in the bid package where there is that negotiated rate and that's why we can push them so I'd say we hold off for another month.

Mr. Swartz stated I'm fine with that.

Mr. Reynolds asked is it only a month?

Mr. Soriano responded we would award in August. The contracts aren't up until the fiscal year and that's October.

Mr. Swartz stated my discussion point was that maybe we need to communicate with those that are frustrated by it

Mr. Soriano stated the ones that have emailed us have not emailed since we made sure that fertilization and weeding was taken care of and they got fresh mulch on their islands. With all the rain in June that grass is thick and green on those islands. If I can stop people from parking their cars on those islands it will be even better.

| |
|---|
| On MOTION by Mr. Morris seconded by Mr. Steiner with all in favor to postpone 10,000 square foot of extra sodding was approved. |
|---|

Mr. Swartz stated since we have this big picture of the sign [for Chestnut Ridge], we were talking last week about the different landscaping areas. We don't maintain this correct?

Mr. Soriano responded originally the developer owned that road so it would have fallen under Chestnut Ridge. The HOA actually owned that road coming in so just as with all of our multi-family units they take care of their islands and entryway where the sign is. They take care of the sign, we don't. They handle irrigation and flowers. With that special deal, Charlie Arnold's group came in and had that. That road was then conveyed to the County so it is now like our other roads so we could pick up full responsibility of it. They've kind of gotten out of it. I don't believe we have a way to force the HOA to take care of it but it would be their entry just like the other entry. Since then, about two years ago, said we will continue with the irrigation, we pay for the water and flowers but there are multiple islands back there. As far as sodding and dealing with trees, we have removed a couple of palm trees that came down and nobody else was going to do it so we took care of it. We have to decide if we want to take full maintenance of that entire road and median rather than asking the HOA to take care of it. I don't believe they will.

Mr. Swartz asked so the roads are conveyed but the islands are still legally theirs?

Mr. Soriano responded no, it's not legally theirs. All of the islands and county roads are county governed we just maintain them. So this could end up falling under the expectation kind of like what we do everywhere.

Mr. Morris stated I suspect, knowing Don Hinson like I do, that he is really going to push to make sure that is maintained very well.

Mr. Swartz asked but who's going to do it, us or them?

Mr. Morris responded well probably us.

Mr. Soriano stated like I said it probably wouldn't fall under the HOA. I think the HOA would then start having concerns of taking it over if it's areas to beautify and direct people to the businesses, not really to Chestnut Ridge. They're going to care about their gate and back so really it just leaves us if we want to start saying we're going to start taking care of the rest of those islands. At the back of that island there's a lot of trees. We have done the work even though we've said it wasn't ours.

Mr. Swartz stated these pictures show it doesn't have any mulch or anything.

Mr. Soriano stated yeah we're not adding anything. From the sign forward is the only thing we continue to add and detail.

Mr. Swartz stated I guess I'm bringing this up because this hasn't been added to our contract and our fee won't reflect that.

Mr. Soriano stated we can add that after the fact. There are three islands all together. We can add that in there between now and the actual award as part of the negotiations to say we want an extra \$2,000 worth of labor, cuts things like that per year. If that's what we decide we want to do we will do that math before signing the contract.

Mr. Swartz stated it just seems like the right time.

Mr. Morris stated I say we should.

Mr. Soriano stated we will make sure we do that as part of negotiation with them. We don't have to change the RFP right now but we can do that after the fact and let them know we want to pick up the areas, we want to include it in the pricing and ask how much it's going to be.

NINTH ORDER OF BUSINESS

Audience Comments / Supervisors' Requests

Mr. Swartz stated thanks Jay, the flags and banners up front look terrific.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – August 20, 2018
at 6:00 p.m. at the Plantation Oaks
Amenity Center**

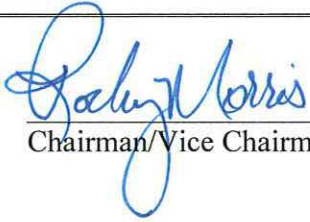
Mr. Perry stated our next regular meeting is going to be August 20th and we're going to have the landscape committee on August 13th at 5:00. Again, your August meeting is going to be at night and we will do the budget adoption at that time.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Morris seconded by Mr. Steiner with all in favor the meeting was adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman