

MINUTES OF MEETING
BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Brandy Creek Community Development District was held on Wednesday, December 9, 2015 at 6:30 p.m. at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, FL 32092.

Present and constituting a quorum were:

Gary Williams	Chairman
Dianne Drinkwater	Vice Chairperson
Barbara Little	Supervisor
Jason Hill	Supervisor
Meredith Payne	Supervisor

Also present were:

Jim Oliver	District Manager
Jason Walters	District Counsel (by phone)
Dave Krabill	Vesta
Kathy Sargent	Vesta
Dan Fagen	Vesta

FIRST ORDER OF BUSINESS

Roll Call

Mr. Williams called the meeting to order at 6:30 p.m.

SECOND ORDER OF BUSINESS

Public Comment

An audience member mentioned all the sand on the sidewalks.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 26, 2015 Meeting

Ms. Drinkwater stated on Page 17, under Twelfth Order of Business, the line states, "Ms. Drinkwater responded she texted me, and she is not able to make it." I did not state that. Ms. Sargent made that statement.

On MOTION by Mr. Williams seconded by Mr. Hill with all in favor the minutes of the October 26, 2015 meeting were approved as revised.
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FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2016-04,
Ratifying Actions Associated with Refunding
of Series 2006 Bonds**

Mr. Williams stated these are the actions we did take in a prior meeting and asked Mr. Walters if he wanted to add anything.

Mr. Walters stated the board adopted a delegated award resolution, which authorized staff, the chairman, and others to take certain actions to effectuate that closing. This is the resolution we like to do after everything has closed to approve any actions that were taken.

On MOTION by Mr. Williams seconded by Ms. Little with all in favor to adopt Resolution 2016-04 ratifying actions associated with refunding the Series 2006 bonds was approved.

FIFTH ORDER OF BUSINESS

**Ratification of Engagement Letter with Grau
& Associates, Inc. for FY15 Auditing Services**

Mr. Oliver stated this is the firm you selected through the RFP process for fiscal year 15 ending September 30. I have reviewed the engagement letter, and it is in accordance with the original agreement. The fee is \$3,500, and this is what you budgeted for this item. I executed it so we could start the audit process.

On MOTION by Mr. Williams seconded by Mr. Payne with all in favor to ratify the previously executed engagement letter with Grau & Associates for FY15 audit was ratified.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2016-05
Amending the FY2016 Debt Service Fund
Budget**

Mr. Oliver stated when you adopted the budget for FY15, we had still had two series of bonds with this Phase 2 bonds being the Series 2006 bonds. You have since refunded those and issued new bonds, which are now the FY15 bonds. We had to amend the Debt Service budget to reflect that. If you look at the exhibits, you will see that we have done is change the expenditures for Series 2006, which we planned to have two interest payments as well as a

principle payment. We have zeroed those out, and we have added Series 2015 to include two semi-annual interest payments as well as the principle payments.

On MOTION by Mr. Williams seconded by Mr. Hill with all in favor to adopt Resolution 2016-05 amending the FY16 Debt Service Fund Budget was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Proposals

A. Web Management and Design

Mr. Williams stated one of the residents, Nicole Churchin, submitted a proposal in June to take over the web management. Do the board members want to have a discussion about this or do you want to maintain the status quo with our web management company.

Ms. Drinkwater asked Ms. Sargent do you have any issues with the existing administrator?

Mr. Sargent responded Janet is great to work with. I email her, and within a business day she emails me back "done." I check it to make sure, and it is done.

Ms. Drinkwater asked the audience members if they have any issues in dealing with the website.

An audience member responded I don't have any issues, but I know what a website can do and how it can interface with the management company and what have you whereas ours is kind of locked in little boxes. It works okay, but I am not sure it is as robust as we might really want. I can't say that I find fault with it.

Ms. Little asked what do we currently pay monthly?

Mr. Oliver responded \$200.

Mr. Williams stated her proposal is \$300 a month, and there is a hosting fee. A comment I will make is that a part of me would be intrigued in having one of our residents own it because I think there is some ownership there. There is a part of me that is not intrigued because of that. If they move, it becomes a problem. I think when we are dealing with a more generic third party, it becomes a little bit easier to manage from an oversight perspective. I have not heard any

complaints. We have a proposal, so I will look for a motion to consider that proposal. No motion was forthcoming from the board. No further action is required.

B. Lake Maintenance Proposals

Mr. Williams stated I believe we still have a contract with Charles Aquatics, but they are executing again, so this gives us an opportunity to change vendors should we so desire. There has been discussion in recent months about the quality of service we are getting. I will open this up for discussion by the board.

Ms. Drinkwater stated I went through these proposals, and I don't know if everyone else has seen differences other than what was reflected in this chart, but I did. The number of visits was not noted in the chart. Charles Aquatics is 12 visits, Clearwater is 12 visits, Aquatic Systems is 24 visits, and Lake Doctors is 24 visits. That is what you are getting for the pricing that they are reflecting. The other item is Charles Aquatics has a restocking fee of \$6.50 per fish. Clearwater included 45 carp. Aquatic Systems said \$4.00 per carp. I didn't see anything for Lake Doctors. The other item I noted was Aquatic Systems said \$118 additional fee, and that is actually included in that monthly charge. Aquatic Systems and Lake Doctors both reflected that we have 10 ponds, not 9 ponds. We do have 10 because one is a 5A and one is a 5B. Those are the only differences I wanted to talk about.

Mr. Williams asked who was our vendor prior to Charles Aquatics?

Mr. Oliver responded Lake Doctors.

Mr. Payne stated I haven't done the details, but looking at the summary, the comparison between Charles Aquatics and Lake Doctors seems to be viable comparison for us to pursue. There are 12 visits as opposed to 24 with an incremental difference of only \$42 per month. We had Lake Doctors before, so I imagine we got rid of them for a reason. My only consideration is whether or not we could entice Charles Aquatics to increase his visits comparatively.

Ms. Drinkwater stated the only concern I have with that is that we haven't seen the performance from them for the last year or so. We have had numerous complaints with Charles Aquatics, and I think that is what promoted getting these proposals.

Mr. Payne stated my lot is on a pond, and I haven't seen any issues at my pond specifically. In recent months it has been pretty clear and clean. I don't know if it has anything to do with seasons and cycles of the year when we had complaints about the algae. I am comfortable staying with what we have based on my personal view.

Ms. Little stated I know in the last year we had to really monitor them and get them back, but I think since we have done that, I think they have improved. I read all four proposals, and my one concern with Charles Aquatics is are they doing the chemistry testing based on ASI like the others are doing?

Mr. Fagen responded yes they are.

Mr. Payne asked Mr. Oliver and Mr. Fagen if they have had experience with Charles Aquatics at other CDDs.

Mr. Oliver responded I know they are used at St. John's Golf and Country Club.

Mr. Payne asked has there been any comments performance wise?

Mr. Oliver responded I have not dealt with Aquatic Systems or Clearwater, although I see Aquatic Systems everywhere.

Mr. Fagen stated I would echo Jim's response. We primarily deal with three different providers, and we have Charles at a couple of different Districts. It is a crapshoot. They are only as good as their supervisor on property, and often times we have to rap them on the knuckles and say we are watching, and that is where Dave and Jim come in as far as holding them accountable.

Mr. Oliver stated I recall the frustration we had during the summer of 2014. Even when Mike Usina was on site, there was a lake back there, and they didn't get it treated and cleaned up to standard without several callbacks. They need to do it right the first time. When you call them back, that should be the wake-up call. This has been going on a while. I know Josh was on top of them, and Dave has been. Everything is going to look good now because it is cooler weather, but as soon as the warmer weather comes in, are they going to be responsive when algae and trash gets more difficult to them to manage?

Mr. Payne asked Ms. Drinkwater do you have any specific recommendations for the board?

Ms. Drinkwater responded I have dealt with Lake Doctors before, and it is a crapshoot. I think it depends on where their other properties are, and I don't know what other properties Lake Doctors have in the area. If it is more convenient for them to hit associations close back-to-back, I think time of response will be there where it might not be if they have to go a very long distance to get to our community. The ones I have dealt with are Lake Doctors and Charles Aquatics.

Mr. Williams stated Dave, from your perspective, now that you have been overseeing this for a bit of time, are you concerned with Charles Aquatics?

Mr. Krabill responded we talked to them today. I talked with two of the pond contractors and two vendors today. Mr. Charles and did some maintenance to one and six, and those were big concerns of mine. They know we are especially having problems with Pond 1 and Pond 6.

Mr. Williams asked so do we need to make a change?

Mr. Krabill responded from my point, I have seen them at Heritage, and they did a decent job there. I lived in Fleming Island Plantation and Lake Doctors was there. So I have seen some of their results. I also talked with Lesley at Aquatic Systems, and she also told me that price she has given us is not written in stone. So we can probably go back to Clear Water and Aquatic Systems and tell them to give their best price also.

Mr. Hill asked does Charles Aquatics share our sense of urgency and understand that we haven't been happy with their performance to date. Are they concerned and are willing to step and have they shown some interest?

Mr. Krabill responded they are concerned.

Mr. Williams stated here is my recommendation. I haven't heard anything compelling that says we shouldn't change right now. I have heard that there is probably 2.5 strikes against Charles Aquatics, and I think we have a got a new property field manager on board. I think communicate to them our concern, and if we hear a lot of noise, especially next year as the weather warms up, we will not hesitate to make the change and try somebody else. That is my recommendation as one of five.

Ms. Drinkwater stated I would like to make a change. Charles Aquatics has 12 visits. Lake Doctors has 24. If we are looking purely price wise, we didn't have good luck with Lake Doctors in the past, but it doesn't mean that it hasn't changed now. I would like to see a change. We have gone through this last year and the year before. We keep on hesitating.

Mr. Payne stated change is good sometimes, and comparatively value for money, just looking at the numbers, I would entertain a change as well for Lake Doctors.

Mr. Williams asked are there are comments from the board. I would look for a motion and a recommendation about which of the four options we would consider.

On MOTION by Ms. Drinkwater seconded by Mr. Payne with all in favor the Lake Doctors' proposal for pond maintenance was approved.

Mr. Oliver stated Counsel will prepare an agreement and will prepare a termination letter to Charles Aquatics, if necessary.

Mr. Payne stated I would recommend that the principal of Lake Doctors visit the board so we can set expectations and standards clearly.

C. Phase 2 Street Signs

Mr. Williams stated we have three proposals, one from BN Signs, one from Minuteman Press, and one from Giglio South, who I think is our current person. Is there any discussion from the board?

Mr. Payne stated so the South company is the one that made the signs deteriorated pretty fast?

Mr. Williams responded I do not recall who made those signs.

Mr. Krabill stated they are, but I believe they had a one-year warranty whereas this has a 9-year warranty. All three of these have longer material warranties. Two are for 9 years and one says 7-10 years.

Ms. Drinkwater stated one thing I looked for was whether they installed. It isn't just the cost of the signs, but they do all install that I could see. The only difference I saw was Giglio was going to remove the old brackets and actually put on new brackets.

Mr. Williams stated if there is no more discussion, I would look for a motion and a recommendation on which direction we go.

On MOTION by Mr. Hill seconded by Ms. Drinkwater with all in favor to accept Giglio South proposal for replacement of Phase 2 street signs was approved.

D. Fitness Room Flooring

Mr. Williams stated there is a document in the agenda package. Are we at the point where we need to replace the flooring that is in there for ten years?

Mr. Krabill responded it is, and carpet is not the healthiest thing in a gym. There is a lot of bacteria, and it is porous. You have to vacuum instead of being able to wash the floors, and it becomes a problem. There are a couple of spots where we are starting to get a couple of tears.

Mr. Williams asked do you recall from our Capital Reserve account where this was targeted for replacement?

Mr. Krabill responded 2017.

Mr. Williams stated there seems to be a pretty broad variety in terms of prices.

Mr. Krabill stated here are some materials I wanted to show you.

The board members looked at the various materials presented and discussed the pricing for those different materials.

Mr. Oliver stated the Capital Reserve has \$2,300 budgeted.

Mr. Williams stated the Capital Reserve was an estimate in terms of amount of timing.

Mr. Payne stated so Option 3 is out, right? It is material only and shipping, not installation, unless Dave is going to move all the equipment and install the floors.

Mr. Krabill stated that is a problem with some of them. The one with wood flooring, they will remove the machines for installation, and the others will not.

Mr. Williams asked so how is it going to get installed?

Mr. Krabill responded we would have to call Southeast Fitness. They will send me a quote tomorrow, but right now, it is \$80 an hour to remove and reinstall.

Ms. Drinkwater stated No 1 will remove and reinstall?

Mr. Krabill responded right.

Mr. Williams stated this really isn't an apples-to-apples comparison in terms of cost.

Mr. Krabill responded no.

Mr. Williams stated I have a recommendation for the board to think about. I think we need to go back and sharpen our pencils on this and make it an apples-to-apples comparison, even if we have to hire another vendor to remove and install. I would really like to understand the all-in cost. We have a board meeting scheduled for January, and I don't think time is of the essence on this. We need to do it soon, but I don't think we have to do it before the end of the year. At our next board meeting we can have that discussion.

Ms. Drinkwater stated as far as making it apples-to-apples, some you might not be able to make it purely. Please note the differences with the contracts so we can know what we are looking at.

Mr. Payne stated to Mr. Krabill I like the summary, it is very helpful. I think we need to include removing the existing equipment.

Mr. Fagen stated the rubber proposed from the bottom vendor is more difficult to clean, therefore, it doesn't always appear clean. Sometimes there is a smell to it, but the trend now looks to be the wood, the laminate type thing. Those are much easier to clean and much quicker to clean.

Mr. Williams stated if you get into a replacement situation, would it be easier to replace a single interlocking tile than a big piece of laminate?

Mr. Krabill stated Aberdeen has the interlocking. It is rubberized. It is actually like planks, like laminated wood, but it is rubberized.

Mr. Payne stated I would also consider whether or not there are other options on larger tile because in my travels in some gyms, they are larger.

Mr. Williams stated this is just a sample. So for this specific item, we are not going to bring it to a vote. I want to ask for a little bit more information, and we are going to postpone this to the January board meeting. I want to make sure we have consistent information in terms of product, installation, delivery and removal of equipment.

Ms. Drinkwater asked that warranty information be listed in the summary.

Mr. Williams stated before we go to the next item, there is Fitness Equipment item on the agenda. I want to plant the seed in the board's mind about whether we should swap the two rooms in terms of purpose. Should we make this room the gym and the other room a meeting room. That becomes a big project, and I understand that. There are a lot of implications, and I am not looking for a lot of discussion on this tonight, but since we are considering two different fitness related items, I thought I would throw it out as a concept. We can have that discussion at our next board meeting and get some pros and cons.

At this point, Mr. Williams requested that Item G, Fitness Room Equipment, be addressed.

G. Fitness Room Equipment

Mr. Williams stated there are several proposals for fitness equipment. It looks like to goes from replacing everything in there to just some individual prices. What is the genesis behind this? Is some of the equipment starting to fail?

Ms. Sargent stated there were two ellipticals and some weights purchased in 2011. The rest of it is 2005. It looks like the cardio items have been replaced and everything else is pretty original.

Mr. Oliver stated the District purchased some PreCor equipment in 2014. That is still under warranty.

Ms. Sargent stated I did a survey in the gym asking people what they like to use and what they didn't. People were very happy we were doing the survey. The answers were very constructive.

Mr. Williams stated the proposal from Commercial Fitness lists every possible piece of equipment in there including things like dumbbells. We don't need to replace dumbbells, weights don't deteriorate.

Ms. Sargent stated what I got from the surveys is people want more dumbbells. They want up to about 100 pounds. So we just have to add three dumbbells.

Mr. Williams stated from my perspective, what would help me is to understand specifically which pieces of equipment we want to replace. I got lost. It was all or nothing, and there was this big list.

Ms. Sargent stated some of it is still good, and you could do just a little bit, but we have got that huge pulley machine that takes up the back part of the gym. Well now they make them where they can fit in a corner, and we could get two pieces back there. We could put in a spin machine if we got a different pulley machine. The pulley machine now do more than what we have, which is ten years old. We have the leg curl and leg extension, and they have one machine that does that. They have one machine that will do three different arm exercises now. They have machines that will work as an elliptical or a stair stepper. It is a small gym. How do we get everybody's wish list in there? People want leg presses and rowing machines.

Mr. Williams stated what would help is something more specific that says we want to get rid of this piece because it is old technology even though it still works. Or we just need to buy a couple of extra dumbbells here or the treadmill needs to be replaced – I am just confused by what we are considering tonight.

Ms. Sargent responded I was trying to get apples to apples so you know how much a new bike was from one company and how much one was from another company.

Mr. Williams asked do we need a new bike?

Ms. Sargent responded the bike we have is making a loud clicking sound. It is getting repaired

Mr. Williams asked do we need to replace everything? Do we need to take everything out, throw it away, and start from scratch?

Ms. Drinkwater stated do we need to purchase or lease? What would make more sense?

Ms. Sargent stated leasing is an option, but usually you would have to replace everything to meet their minimums for a lease. Usually the lease will come with service contract. Just from how it is going to look, it would be nice to get fresh stuff in, and to get the most exercises in one gym. Is the pulley machine good, yeah and people love and people use it, but we couldn't put a smith machine in there if we keep the pulley machine that we have because there is just no room.

Mr. Williams stated and then it boils down to money. Where do we have this in the budget or in the Capital Reserve? Just as a general comment when we are looking at these proposals, what would help is to understand the timing that we have in the Capital Reserve, and how are we going to fund this stuff? We don't have a blank check to go spend \$50,000 on fitness equipment.

Ms. Sargent responded the leg extension and leg curl machines, everyone seems to like those. Put a rowing machine in, maybe a leg press multi-machine in there. Get some more barbells up to a certain weight.

Mr. Fagen stated we will give you a detailed summary report of how many pieces of equipment we have, its current state, if we any service records, and expected lifespan. One of the resistant training stuff you can beat up for years, and it is fine. The cardio is a different story. You have to assess at what point you are chasing good money after bad. We can provide that information. I think Kathy's survey identified what is most valued by the residents. You do want to maximize your square footage, and these more recent pieces definitely have a smaller footprint, so you get more bang for you space.

Mr. Williams asked how many people responded to the survey.

Ms. Sargent responded 45. It was just people in the gym.

Mr. Williams stated we represent 583 houses. Any questions from other board members?

Mr. Hill stated maybe the piece-by-piece breakdown of where it is within its life. If there is an immediate need to replace, I think we take care of it. I would like to look at the breakdown.

Ms. Drinkwater asked Kathy, this list that you have, is it in priority order, like the smith machine.

Ms. Sargent responded yes, it had the most requests.

Mr. Williams stated we have to replace things that are worn out. If there is something that was bought within the last two years or whatever that is under warranty, we need to follow-up on that. If it something that we have bought that is a month out of warranty, we have to not do business with that company again. The reality is that fitness center was originally created for 400 homes, and now it is supporting almost 600. It is going to get more wear and tear, and we do need to take care of that, but we don't have a blank check to spend on fitness stuff. So I think what we will do is table that for the next board meeting.

At this point, Mr. Williams went back to agenda Item E, Tennis Court Repair/Resurfacing.

E. Tennis Court Repair/Resurfacing

Mr. Williams asked is it time for this? I thought we resurfaced this once.

Mr. Fagen responded it has been patched. The guy that originally did it sent in a bid also.

Mr. Payne asked is this for resurfacing the entire court?

Mr. Fagen responded yes.

Ms. Drinkwater stated I will give a little history. I came out here about three weeks ago and went to the Amenity Center. I was just walking around, and I remember we were talking about resurfacing the tennis court and whether it needed it or not. I walked over there, and a gentleman was getting out of his car with a bunch of tennis balls. I asked if he was a resident. He was the tennis coach at UNF, and he lives here. I started asking him questions, and I asked about the court and his opinion of the condition. He stated in his opinion it does need to be resurfaced. It is in rough shape. That is what precipitated getting some of these quotes.

Mr. Williams asked if we had three bids.

Mr. Krabill responded yes. Both Welch and Lee Brock mention USTA. CSF does not mention that.

Ms. Drinkwater stated can we just run through the pricing?

Mr. Krabill responded CSF, for the tennis court, is \$5,760. Basketball court is \$3,640. With both it would be \$9,400. It is for two coats. The next is Lee Brock, and it is \$9,818 for both courts.

Mr. Williams asked does the basketball court need to be resurfaced as well?

Mr. Krabill responded it doesn't look too bad, but the courts are about 11 years old. It usually needs resurfacing after 8 to 10 years.

Mr. Williams stated they are on the Capital Reserve for 2017?

Mr. Krabill responded correct.

Mr. Williams asked who is the third one.

Mr. Krabill responded Welch. They just gave us a bid on the tennis court itself. That amount was \$6,250.

Ms. Drinkwater asked are they all three stating two coats?

Mr. Krabill responded yes.

Ms. Drinkwater stated I saw one where it looked like there was one coat and then two finish coats.

Mr. Krabill responded apply one coat of SportMaster silica and apply two coats of SportMaster silica sand fortified acrylic color. That is from Lee Brock.

Mr. Williams asked do we have any recommendations or insight from other communities?

Ms. Drinkwater asked Mr. Krabill did the tennis coach from UNF give you any recommendations?

Mr. Krabill responded as far as resurfacing, no he didn't. He just gave me some pointers about maintenance and upkeep, but it might not be a bad idea to get with him.

Ms. Little stated when I did an inspection with Josh, the court was in need of being fixed.

Mr. Williams stated so we need to do it. What I am looking for is a recommendation.

Mr. Payne stated I am a little bit confused. Are we doing the tennis court or the tennis court and the basketball court? I thought the discussion started out about the tennis court, and then I heard the basketball court.

Mr. Williams responded I think we need to decide that.

Mr. Payne stated so are we talking about the tennis court only? If we are talking about both, we have quotes that are mix/match. We have one just for the tennis court. We have two

for both, and then we have one that was separate for the two. I can't really make a decision on what we have.

Mr. Williams asked is there any financial advantage to doing both at the same time? If we went with CSF and did only the tennis court, would it still only cost \$5,760 today? At this point we have a couple of points. Are we doing both courts? I don't think we know the answer. I haven't heard a real compelling reason to do the basketball court other than it has been eight years. So then the question becomes is there a price advantage that we should try to take? Logic would say there is, but I don't know that for a fact based on these bids. If we did the tennis court only, is the price from CSF still \$5,760, and what would the price from Lee be?

Mr. Krabill responded I would have to get a price from him just for the tennis court.

Ms. Little stated there is an Alternative 2 for the tennis court on page 3.

Mr. Payne stated to help my decision, we talk about lifespan of courts. I guess these were installed in 2004 and 2005. Are both of them ready according to industry durability, and are both courts ready for replacement, yes or no.

Mr. Krabill responded they recommend 8 to 10 years, and they are 11 years old.

Mr. Williams stated the answer to your question is yes.

Mr. Payne stated so we are ready to resurface both of them.

Mr. Hill stated I think we need to probably just table this. We need apples-to-apples. Reading through, the surface treatments are roughly the same. Jim, what do we have budgeted in Capital Reserve for this even though it is not until 2017?

Mr. Oliver responded \$5,000 for the tennis court. We are looking at about \$7,000 for both. You may want to check with JCP and see if they resurfaced their basketball courts out there and who they used for that.

Mr. Williams stated the take away on this is to get a little fine-tuning on the bids and come back. What is it with the tennis courts only, and what is it with the tennis courts and the basketball court. I think we can then make a better decision.

F. Chair Lift Repairs

Ms. Drinkwater asked was it vandals that broke the chairs?

Mr. Krabill responded it was like that when I got here. It is missing a battery pack.

Mr. Williams stated this is one we don't have an option on. This is an ADA requirement and a Federal expectation. We have three bids. I am assuming Arsenault is installation as well?

Mr. Krabill responded they all provide installation. Spectrum is the manufacturer, so that is parts only.

Mr. Oliver stated Rick Arsenault is responsible for maintaining the pools. He is here several times a week and can inspect the lifts on a regular basis and repair as needed without undue delay. He didn't install the original.

Mr. Payne stated there is a battery missing. Was the battery stolen or are we repairing something that is broken or we just installing a battery?

Mr. Krabill responded you need all of this. You need the harness, the charger, and what they call the Actuator.

Mr. Payne asked was the battery taken away?

Mr. Krabill responded all that is there are two cables coming out, so the battery was stolen.

Mr. Hill stated I don't see a compelling reason to go away from Arsenault.

Mr. Williams stated I don't either.

On MOTION by Ms. Drinkwater seconded by Ms. Little with all in favor to have Arsenault Pools perform chair lift repairs was approved.

EIGHTH ORDER OF BUSINESS

Update Regarding Landscape Improvements

Mr. Krabill stated the sod in Phase 2 is completed. The lake area behind Phase 1, they took out the old shrubs and put in new. On the right side of the fireplace, they took out all the old shrubs and put in pine straw. The marquee sign, they cleared all that out being the sign, and they put two tall bushes in the corner and then put sod to fill in where the flowers were. American Eagle is complete except for the jasmine, which is on order.

Mr. Williams stated I would like to make a recommendation. I don't recall seeing this update in the agenda. Maybe than read through everything that is there, is there anything still outstanding that we need to be aware of. We have had a lot of discussion with neighbors about the landscaping this summer. Is there anything that is still outstanding?

Mr. Krabill responded not that I am aware of.

Mr. Williams asked are there any concerns with what has been put in so far?

Mr. Krabill responded no, they are keeping up with the sod and have been out here several times to adjust sprinklers.

Mr. Williams stated before you got here, there was a comment made that the new sod was laid on top of the sand, and the watering is washing the sand down onto the sidewalk, and it is thick so people can't walk on the sidewalk. I wanted you to be aware of that. We have to figure that out. The sidewalk has to be passable, and the sand can't wash away. I shared an email with you because there was concern that the sod was not laid all the way up to the fence. The discussion was that the weed-whackers would end up destroying the fence, which I agree with. There was an implication that there was going to be pine straw or something put in there.

Mr. Krabill responded they are, and they want to charge us like \$350 for the pine straw. I said why don't you throw that in after we spend so much on sod, but I guess they couldn't do that.

Mr. Payne asked the fact that the sod is laid on sand, is that a concern?

Ms. Drinkwater responded that is normal. The water is just washing it away.

Mr. Payne asked if the water is washing away the sand, what is the sod going to grow on?

Mr. Drinkwater stated I agree, there is going to be some lumps there if that much sand is washing away. There is going to be divots in the sod.

Mr. Payne stated I just want to make sure that the sod grows.

Mr. Krabill asked are there certain areas that you are aware of?

Mr. Fagen stated there is spot out there already that is about 3' x 3' that is dying already at the lower end of Poplar Hill.

Mr. Williams stated Dave, if you will take a look at that in the next couple of days and call the company back out here and have them take a look at it. The pine straw is something they should have brought to our attention when they gave us that bid. Are there other landscape items we need to be aware of or concerns you have heard from residents?

Mr. Krabill responded no.

NINTH ORDER OF BUSINESS

Discussion of Phase 2 Capital Improvements

Mr. Oliver stated with the proceeds from the refunding, the board can focus on the projects that you want to do. In the Engineer's Report, we had very broad language. We have landscape irrigation, security and access control, and amenity center furniture and fixtures. We did some research on the fitness center equipment. You also have the dumpster included.

Mr. Williams asked do we have specific proposals for these items and funding with it?

Mr. Oliver responded no.

Mr. Williams asked is that what we have at budget meeting.

Mr. Oliver responded yes, and especially if you have some idea what you want the next project to be. Do we need additional furniture and fixtures down here? Do you want to proceed with the enclosure for the dumpster?

Mr. Williams stated what I think we need is some specific recommendations or items from either the board or from our property management company about which of these we should pursue. I can't remember the exact balance of the dollars over there. A big chunk of it was going to be the sod.

Mr. Oliver stated we just got the invoice in for the sod for \$63,200. That leaves roughly \$100,000.

Mr. Williams stated I guess what we need, and I am looking for guidance from the board, how do we get a list of proposals that we want to consider at future board meetings and start executing.

Mr. Payne asked did we do a survey for Phase 2?

Mr. Hill responded no, Phase 1 we did a survey.

Mr. Williams for Phase 2 it was more discussion items that had come up through various forms.

Ms. Drinkwater stated we might want to do a survey for Phase 2. How much time do we have for these projects?

Mr. Oliver responded two years.

Mr. Drinkwater stated so there is no urgency for the next meeting.

Mr. Williams stated I don't want this to sit around for two years.

Ms. Sargent stated the only thing I have heard is people said they would like to have lights at the picnic tables over by the playground.

Mr. Payne stated I know we want to move fast on this, and we already have the sod, but I am compelled to say that I think we need to hear from the residents as to what they want.

Mr. Williams stated I would be looking for volunteers among the board members to drive that survey.

Mr. Payne stated I will take that on. I will work with Vesta to pursue that.

Ms. Little stated I will work with you too.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Walters stated I handed out a couple of the *Capitol Conversations* regarding the legislative update. If you have any specific questions, feel free to reach out to me. There is a new website requirement bill which is pretty onerous for a lot of the special Districts including CDD. It would be a very expensive proposition. There are a lot more requirements for repetitive updates. There are certain things that have to be on there within certain days, and those would all occur in between meetings. There are some intricate financial reporting requirements, and we are all scratching our heads as to what that would even look like. It is a little bit curious because we just went through the whole protocol making sure we are complying with the new statutes and everything else, and here we are a year later, and they are already looking at new requirements. It will be very costly for hundreds of Districts throughout the state. We will be monitoring that closely.

Ms. Little asked about SB406, the Playground Safety Act.

Mr. Walters responded that doesn't have an accompanying house bill at this point. I don't know that it is going to get a lot of steam. At the end of the day, ADA is already in place and has safety requirements.

B. Engineer

Mr. Oliver stated you will start seeing requisitions as you execute the construction funds for Phase 2. We will get a requisition prepared for the invoice we just got for the landscape installation. We will execute that before the next meeting and bring it back for ratification.

C. Manager

Mr. Oliver had no report.

D. Operations Manager

Mr. Williams asked Dave, Dan, and Kathy if they had any other updates. Kathy has provided a good update.

Mr. Krabill stated one dog station was damaged when they were putting in sod.

E. Amenity Manager

Ms. Sargent stated the only thing coming up is the Winter Festival this weekend. It is between us and the POA, and we also have some sponsors who helped out. We have Santa, face painter, bounce house, movies on the lawn, and food trucks. We got sponsors for Santa and the bounce house. There is a photographer that is coming out, which will be an option for people. They don't have to use the photographer, and can take their own pictures of kids on Santa's lap. We will also have hayrides to go around the neighborhood and see the lights.

Mr. Payne asked what was our total budget for this?

Ms. Sargent responded it came in a little under budget because I had to add some Santa times, but it was a little under \$700. The POA pitched in, and we have two sponsors.

Mr. Williams stated I notice there is consideration for something called pickle ball on the tennis courts. In the past, we have discouraged anything but tennis in there.

Ms. Sargent responded it would be one morning a week. It is a senior activity, and I like to have something for seniors to do to get out and get moving.

Mr. Williams stated I am good with that, but I want to be careful because if we start trying to use that as a multi-use court of some sort, all of sudden you get somebody who wants to do skateboarding on that.

Ms. Sargent stated pickle ball is made to be done on a tennis court.

TWELFTH ORDER OF BUSINESS

Supervisor's Requests/Audience Comments

Supervisor's Requests

Ms. Little stated a couple of nights ago, just about dark, two men were soliciting on John's Creek Parkway. Apparently they have a permit that they could solicit until 9:00 p.m. He advised me they have a St. John's County permit to solicit. I told them there were a lot of older people that prefer they don't ring the doorbell. He said he could ring the doorbell unless they have a sign on their door No Soliciting. I wanted to bring that up. I guess there is nothing we can do about that.

Mr. Oliver responded the only thing you can do is put that sign up at your door.

Audience Comments

An audience member asked about Internet discussion. I live in Phase 1.

Mr. Williams stated it is Litestream. We have discussed this multiple times over the years. Unless one of the other carriers is willing to come in here and lay cable, there is not much we can do. We can't go out there and hire them to do that. There has been a wide variety of discussions about if we can get X percent of residents to commit to a different provider, they might come in. Candidly, I think it is a losing battle to try to get something new. That is my opinion. Florida High Speed is a microwave. We tried to get them to put a dish up in a tree in Phase 2. They talked about trying to get into Phase 1. We have not given them any permissions to put a dish somewhere in Phase 1. If they are doing anything, they are probably bouncing it off the dish that is in Phase 2, which is fine. If people in Phase 1 want to sign up for that, the question has not come to this board about another dish somewhere in Phase 1. If and when it does, we will probably have to have that discussion to decide how we want to handle that.

The audience member asked if it is not on CDD property, do you care?

Mr. Williams responded no.

Ms. Drinkwater stated if it is not on CDD property, then it will be on HOA property or a resident's property. It is up to them as far as the covenants and restrictions.

Mr. Payne stated I have a broader concern. In this day and age in our District and the need for technology associated with the Internet, I am not sure we should be having this discussion that it should be in place. I don't know the answer, but it also goes broader on the District in terms of the viability of folks moving in to the community. There are some beautiful houses in Phase 2, but oops, there is no Internet connection. Something is fundamentally wrong with that in this day and age. I don't know what our role is in this, but I am looking at the broader impact on the District. Probably a partnership with the POA, I don't know how that works regarding jurisdiction and so forth, but I think there should be some concerted effort to get some kind of technology in Phase 2 and probably the part of Phase 1 that might be left out of the Phase 1 piece as well.

A resident stated my IT guy was doing some work for me today. He just bought a townhouse on St. John's Parkway. AT&T just brought 300 gigabyte service into that townhouse community. He has 300 megabyte download and upload. We are ecstatic in Phase 2 if we can get 20 megs down instead of 3 with AT&T. Meredith is right. From a technology standpoint, when AT&T is currently offering 300 megabyte speed, and the best we can possibly do is 20, and you are lucky, as a community we have to address the Internet issue. If there is \$100,000

left, maybe one of the infrastructure things we need to do is get a company in here. It will begin to affect the value of homes when the word gets out don't buy in John's Creek because there is no Internet.

THIRTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet and Income Statement

Mr. Oliver stated your financials are in the agenda package as of October 31, 2015. The only unusual variance you will see is legal advertising. That was associated with the bond refunding. We will cut a requisition to reimburse the gentleman for that.

B. Check Register

Mr. Oliver stated behind Tab B is the check register. That will require board approval.

Mr. Williams stated I noticed we had golf cart repair, and I think that golf cart is relatively new. I was surprised that is not under some sort of warranty. It was \$700.

Mr. Oliver responded it was a one-year warranty, and we are just outside the warranty period.

Mr. Williams stated I notice the security that we are paying for the St. John's sheriff that is in here. I am generally fine with that, but I am wondering are we managing that schedule at all, or has he kind of moved in with us and is deciding he is going to show up when he wants to and sends us a bill?

Mr. Krabill responded I think that is what he was thinking, but Jim and I have talked it over, and that is what we need to do. We think weekends are more important.

Mr. Williams stated we have to be careful because these are public funds that are used. We can't do this as a security service for the residents. It has to be about the facility, the CDD. I know there was time when we said it is spring break or other key times we would hire an off-duty sheriff to come out and fight that. It has kind of morphed into he is setting his own schedule and sends us a bill. I would like some structure around that.

Mr. Oliver stated the structure is going to be Dave is going to have a more formalized schedule, and he is also going to outline patrol priorities.

Ms. Little asked about doing an inventory of tools.

Mr. Williams asked for inventory of anything that is valued over \$100.

On MOTION by Mr. Williams seconded by Ms. Drinkwater with all in favor the Check Register was approved.

C. Assessment Receipt Schedule

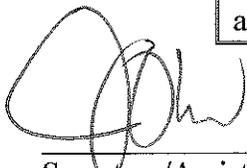
Mr. Oliver stated through the first month of collections, you are 20% collected.

FOURTEENTH ORDER OF BUSINESS **Next Scheduled Meeting, January 13, 2016 at 6:30 p.m. at Phase 2 Amenity Center.**

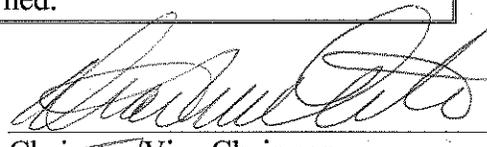
Mr. Williams our next scheduled meeting is January 13, 2016 at 6:30 p.m.

FIFTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Williams seconded by Ms. Drinkwater with all in favor the meeting is Adjourned.



Secretary/Assistant Secretary



Chairman/Vice Chairman