

**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, October 2, 2008 at 6:00 p.m. at City Hall, 1300 Ninth Street, St. Cloud, Florida.

Present and constituting a quorum were:

Donna Hart	Chairperson
Margaret Hopper	Vice Chairman
Jay Polachek	Assistant Secretary
Jarom Fertic	Assistant Secretary
Tom Griffin	Assistant Secretary

Also present were:

Gary L. Moyer	Moyer Management Group, Inc. (via phone)
Brenda Wright	Moyer Management Group, Inc.
Daniel Mantzaris	De Beaubien, Knight, Simmons Mantzaris & Neal
Kevin Rainey	Stantec Engineering
Tom Hurt	City Manager
Linda Johnson	Community Manager
Brian Smith	Field Manager
Several Residents	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Roll Call**

Ms. Wright called the roll and stated all Supervisors were present.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the September 4, 2008 Meeting**

Ms. Hart stated each Board member received a copy of the minutes of the September 4, 2008 meeting and requested any additions, corrections or deletions.

Mr. Polachek stated I questioned at the last CDD meeting why we do verbatim minutes. I do not feel they are useful. We felt at times different statements get attributed to different people. Throughout this set of minutes, the transcriber confused Mr. Fertic and I. This will continue to be a problem. I would like to see us go to summary minutes.

Ms. Hart stated I do not want summary minutes. I will introduce each supervisor.

Mr. Polachek stated that is not going to happen every time.

Ms. Hart stated whether they are verbatim or not, there will still be confusion because they do not know us.

Mr. Polachek stated they do not have the confusion at our Council meeting because they are summary.

Ms. Hopper stated whoever types the minutes, needs to recognize us.

Mr. Polachek stated the transcribers change every year so this will be a continuing issue. Do you want to change everything?

Mr. Fertic responded we should leave the minutes alone.

On MOTION by Mr. Polachek seconded by Mr. Griffin with all in favor the minutes of the September 4, 2008 meeting were approved.
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**FOURTH ORDER OF BUSINESS**

**Community Manager's Report**

Ms. Johnson distributed her report to the Board and discussed the following items:

• **Banners**

Ms. Johnson stated 25 banners are on order. I spoke to the company at the end of last week and they said it will take three to four weeks. I am hoping to receive the banners by the end of October and have them installed.

Mr. Polachek asked is this listed on their quote?

Ms. Johnson responded I will have to review it.

Mr. Polachek stated I know how these issues can drag on and I want to make sure this does not happen. I want to hold them to their delivery time.

Ms. Johnson stated I am sure they want to get the banners to us as soon as possible because we did not give them a down payment and they do not receive payment until the banners are delivered to us. Do you want us to remove all the brown banners and replace them with the black ones?

Mr. Griffin responded replace them with the black ones as the brown banners wear out.

Ms. Hart stated we only ordered 25 banners. Do we have enough?

Ms. Johnson responded we only need to replace 19 brown banners. We would be able to replace all the brown ones plus have six leftover.

Ms. Hart stated let us replace them to look uniform.

- **Pressure Washing**

Ms. Johnson stated I did not pursue the vendors for the pressure washing on the fountains because after the meeting Mr. Moyer said Mr. Smith would take care of it, which he did as part of their services.

- **Ponds**

Ms. Johnson stated the ponds look good and the drainage ditch on the south side looks better, although there is quite a bit of dead grass and weeds. More and more of the ditch is getting cleaned out and since it is now being maintained, it will remain maintained.

The ROA sent a \$20,000 check on September 26 to the CDD towards the Embarq loan. However, there is still a \$14,000 balance remaining, but after the October assessments come in, we will be able to pay the remaining balance.

**FIFTH ORDER OF BUSINESS**

**Consideration of Landscaping Proposals**

Mr. Smith stated we provided copies of our bid summary. We received nine bids. The two low bidders, Servello & Son and Weber Environmental Services were fairly close. We went through their references and they are good companies. This is a four year contract.

Mr. Polachek asked did everyone bid on the same scope?

Mr. Smith responded yes.

Mr. Polachek stated the only problem I have is I received this two and a half hours ago and it is difficult to go through all of this information and make a decision with such short notice. In the future, I would like for you to provide us with any documentation as soon as possible so we have more time to review it.

Mr. Smith stated we received the bids on Monday, but by the time we contacted all the references and put together the summaries, we finished this morning.

Mr. Fertic asked how long ago did the bid go out?

Mr. Smith responded two weeks ago. We have history with Servello & Son. Weber Environmental Services has done work throughout Central Florida.

Ms. Hopper stated I do not have a problem staying with Servello & Son since they are familiar with the project.

Mr. Smith stated they are getting better.

Mr. Polachek stated some of these companies bid \$170,000 and Servello & Son bid \$125,000.

Mr. Smith stated the actual total was \$155,000 for both the CDD and HOA. We revised the scope slightly.

Mr. Polachek asked can I get a copy of the scope and what we bid out?

Mr. Smith responded yes. It is similar to our old scope, with minor changes because we removed the annuals.

Mr. Griffin asked do the check marks pertain to items they responded to?

Mr. Smith responded yes.

Mr. Griffin asked why did Servello & Son not provide you with financial statements?

Mr. Smith responded they will provide them upon request. We already have their financials, but they did not include it as part of their bid package. If I recall the wording of the scope, we said "have them available".

Mr. Griffin stated I was curious as to why. I noticed that Florida Cut did not provide several items.

Mr. Smith stated we would take that into account if we were to consider Florida Cut, but their bid was fairly high. The three low bidders; Luke Brothers, Weber Environmental Services and Servello & Son are similar.

Mr. Polachek asked are we set up for ranking the bidders?

Mr. Mantzaris responded you have to choose the lowest responsive bidder. Staff feels all the companies listed are all responsive bidders. They responded to the RFP and gave you the information needed to make the determination as well as the price. I think you need to look for the lowest bid you feel comfortable with. It is your decision. You have a certain amount of discretion, but not a great deal.

Ms. Hopper stated our current contract has a 30 day termination.

Mr. Mantzaris stated correct.

Ms. Hopper asked do we maintain the 30 day termination?

Mr. Mantzaris responded I do not think the RFP had a specific contract attached so we would negotiate a contract and put into place the 30 day termination so if there is a problem, it would be brought back to the Board. The Board can then terminate the contract and move on to another company.

Ms. Hopper stated we can use the 30 day termination at any time.

Mr. Polachek asked are we currently operating under a contract with Servello & Son or did it expire?

Mr. Smith responded it was extended.

Mr. Polachek asked for how long? Is it month to month?

Mr. Smith responded I believe the extension was to September 1. If you wanted to review the bids and come back with your decision at the next meeting, we would have to give them another extension. Weber Environmental Services is an excellent company and it would be nice to work with them as well. Most of Servello's problems have been with the irrigation systems, which we are working on with the City.

Ms. Hart stated I recommend we keep the current company.

Mr. Polachek asked are you asking for a four-year contract?

Mr. Smith responded this will be a two-year contract with two one-year renewals.

Ms. Hart stated and a 30 day out termination provision.

Mr. Smith stated correct. The purpose of having a two-year contract and two-year renewals is so you do not have to put it out for bid if you are happy with the services. You always can terminate the contract and go back out for bid at any time. The idea of having the renewals in there is after two years, if it looks like things are going well and you do not want to spend the time or effort to put it back out on the street, you can just renew it then.

Ms. Hart stated it could be a bargain or we may need to go back out.

Mr. Smith stated you still have that option.

Mr. Mantzaris stated it is nice for budget purposes to lock in numbers for the next few years.

On MOTION by Mr. Griffin second by Ms. Hopper with all in favor the landscape maintenance contract was awarded to Servello & Son.
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**SIXTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Approval of August 31, 2008 Financials**

**B. Check Register and Invoices**

Ms. Wright stated Mr. Moyer is available by phone if the Board needs his assistance. The August 31, 2008 financials, check registers and invoices were included in your agenda package. Mr. Moyer mentioned at the last meeting, our fiscal year started yesterday, however, since you meet so early in the month, we will not have your end of the year financials until your next meeting. Staff is in the process of closing the books and turning them over to the Auditor.

Mr. Polachek asked what are we paying Stantec for?

Ms. Wright responded for their attendance at these meetings and anything they are required to do.

Mr. Polachek asked are we paying them \$1,000 per month to come to a meeting?

Mr. Rainey responded no, we are on call. Every invoice you receive has a description of what we have done for the month. On this particular invoice, we researched the archives for documents and copied and transmitted them to Severn Trent Services. This was in response to questions from Delta. We also reviewed the Wetland Monitoring Report to make sure it was in compliance with the SWFWMD permit. Other months we responded to on-site issues. If there was flooding, they called us to determine the cause of the flooding. There are a multitude of things we get called to do. We issue requisitions to the District for anything coming out of the Construction Fund.

Mr. Polachek asked how long do we keep you on retainer? I live in a neighborhood where if something happens we do not call an Engineer. How long will we continue doing this at \$1,000 per month?

Mr. Rainey responded as the community matures, our involvement becomes less and less, as you have seen over the last few years when the construction stopped. However, things still come up during the month that we need to deal with such as this forensic audit with records we need to send out. The budget for each year keeps reducing. We make sure the monitoring requirements are met for the wetlands and the Water Management District. We are the Engineers for three different CDDs. We have been the Engineer for one CDD for eight years. If you wish for me not to come to these meetings, I will be happy to stop coming.

Mr. Polachek stated that is not what I said. You said we have a reduction in the budget each year for your services. Do we have an estimated or anticipated end date of your services?

Mr. Rainey responded as far as I know, the services keep going as long as they are required. If I am not required to come to any meetings or be involved with anything, there is no time charged. There is also no fixed fee. We bill on a time and material basis.

Mr. Mantzaris stated to a certain extent, Stantec and our firm are in the same situation. Typically, my experience with CDDs is that there is a period where you have more of the individual consultant or experts coming to every meeting. At some point, it gets to the point of where it is not like that. When that is exactly, is up to the Board. Frankly, you can have a representative of Stantec or me not attend these meetings and just inform the District Manager to speak to the Attorney and get back to us, but we do not necessarily need to be here. We are probably getting to this point as more of these issues get resolved and you will not see as many people in front of you. You will always see the District Manager, because they always have to be here.

Ms. Wright stated we do have some districts who have cut some of their budgeting expenses and will have the Engineer provide a written report in your agenda package. If there is something he needs to report on of an engineering nature, you can request his presence at a meeting. Some of our districts have the Attorney on retainer where they do not physically come to the meeting, but provide a report. We need engineering staff for items pertaining to permit monitoring and this is a responsibility they have to take care of. However, as your District gets more mature and built out, the engineering services are less and less, but you always have an Engineer. If at some point you are dissatisfied with anyone's services, as with any contractor, you can go through a process where you select a new contractor. I am not saying we are at this point with Mr. Rainey, but you still need to have an Engineer to take care of some of those issues for you.

Mr. Polachek stated I am not trying to change anything, but I wanted to see exactly what we are paying for.

Ms. Wright stated we can ask them to be more specific on the descriptions.

Mr. Polachek asked what is the document behind Ms. Johnson's invoice? There is no dollar amount.

Ms. Johnson responded the amount is \$96.60.

Mr. Polachek stated the letter says "*Included is a work order (#37) for the routine check*". We cannot see what it is.

Ms. Wright stated the copy is very bad.

Mr. Polachek stated it is unclear.

Ms. Johnson stated they go out there once a month and check the lights on the fountains and replace any bulbs. They also repair any damage, such as when lightening struck the fountains and they had to do some re-wiring.

Ms. Wright stated we will make sure staff provides clean copies of the invoices. You cannot read anything on this invoice to know what it is for.

Ms. Hart stated this may have been the copy staff received.

Ms. Wright stated then we will ask the vendor to provide a good clean copy.

Mr. Griffin stated in my business, I would not pay invoices I could not read.

Ms. Wright stated you are right. I have sent invoices back because they are made out to the wrong entity or included non-appropriate items. We have no problem doing this.

Mr. Griffin stated especially when items are crossed out.

Mr. Polachek stated at the last meeting, Mr. Fertic or someone else asked if we could get an estimate on what these fountains have cost us annually.

Ms. Wright stated I asked the Accounting Department to provide this estimate, which was distributed to you. The amount is approximately \$7,500 just for this fiscal year.

Ms. Hart stated this needs to go to the ROA so they know what those fountains are costing us. We talked before about removing those fountains. Then they can make a decision.

Mr. Polachek asked do the fountains fall under the CDD?

Mr. Mantzaris responded there was some discussion in the minutes about whether the fountains should be there or not. The Mayor suggested resident input before the CDD makes a final decision.

Ms. Hart stated this is why I recommend providing this estimate to the ROA, having them make a recommendation and coming back to us with their recommendation. If they still want to keep the fountains, we will keep them.

Mr. Polachek stated I agree.

Ms. Wright stated hopefully, you will receive resident feedback.

On MOTION by Ms. Hopper seconded by Mr. Fertic with all in favor the August 31, 2008 financials were approved.

On MOTION by Mr. Polachek seconded by Mr. Fertic with all in favor the August 31, 2008 check register and invoices were approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There not being any, the next item followed.

**B. Engineer**

There not being any, the next item followed.

**C. Field Manager – Monthly Highlight Report**

Mr. Smith stated included in your agenda package is my report. I will provide this report to you on a monthly basis. We covered most of the items in my report. There is also a report from Servello & Son.

Mr. Fertic asked are we leaving the Bullrush and Pickerelweed?

Mr. Smith responded yes.

Mr. Polachek asked how is the St. Augustine holding up with no rain?

Mr. Smith responded we are working with the City. We are trying to see if we can split our zones in some way to get inside of our watering window. Otherwise, our windows may have to be expanded or be given an opportunity to water on more than just two days a week. We may have to split it up into two days here and two days there. We have eight hours run time and only have a five hour window to water.

Mr. Polachek stated I would not fertilize without water.

Mr. Smith stated the contractor has not had any water to do their inspections. They have been calling the City and they are turning on the water so they can get their inspections done. This is why we were seeing a lot of broken heads. I increased your inspections to twice per month rather than once per month.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There not being any, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests**

There not being any, the next item followed.

**TENTH ORDER OF BUSINESS**

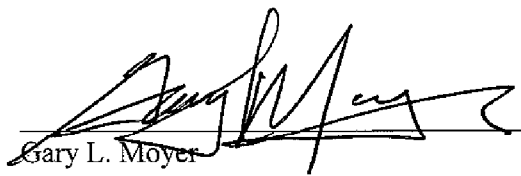
**Audience Comments**

There not being any, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business, the meeting was adjourned at 6:35 p.m.

  
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Gary L. Moyer  
Secretary

  
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Donna Hart  
Chairperson