

# MINUTES OF MEETING

## BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Brighton Lakes Community Development District was held Thursday, November 15, 2012, at 6:00 p.m. at the Brighton Lakes Recreation Center, 4250 Brighton Lakes Boulevard, Kissimmee, Florida.

Present were:

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| Michelle Incandela               | Chairman   |
| John McGrath ( <i>by phone</i> ) | Supervisor |
| Jennifer Palmer                  | Supervisor |
| Dolores Pieters                  | Supervisor |

Also present were:

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| Gary Moyer                          | District Manager     |
| Tucker Mackie ( <i>by phone</i> )   | Attorney             |
| Brian Smith                         | Field Manager        |
| Tony Abbott                         | Austin Outdoor       |
| Dain Charbonneau                    | Austin Outdoor       |
| Michael Trinidad                    | Girard Environmental |
| Residents and members of the public |                      |

*This represents the context and summary of the meeting.*

### FIRST ORDER OF BUSINESS

#### Call to Order and Roll Call

Mr. Moyer called the meeting to order at 6:00 p.m.

Mr. Moyer called the roll, indicating a quorum was present for the meeting.

### SECOND ORDER OF BUSINESS

#### Pledge of Allegiance

Mr. McGrath led the *Pledge of Allegiance*.

### THIRD ORDER OF BUSINESS

#### Administrative Matters

##### A. Appointment of Supervisor to Fill the Unexpired Term of Office for Seat 2

Mr. Moyer stated this seat was held by Mr. Tom Mihalic, and his term of office expires 2014. Pursuant to Chapter 190, Florida Statutes, the remaining Board members are to appoint a successor to fill the unexpired term of office. When Mr. McGrath qualified for the 2012 election, he qualified for Seat 4, which is currently held by Ms. Palmer. No one qualified for Seat 5. If the Board has someone in mind to appoint to Seat 2, you can do that tonight. We cannot really do anything with Seats 4 or 5 in terms of filling those tonight, and I cannot even administer the oath of office to Mr. McGrath because the general election law says that you cannot seat someone until the second Tuesday after the election, which is November 20. We will administer those oaths of

office and fill Seat 5 at your next meeting instead of this meeting, but we can consider an appointment to Seat 2 at this meeting.

Ms. Incandela asked can we appoint Ms. Palmer to Seat 2? Do we first need to declare vacant the seat that she is in?

Mr. Moyer stated yes, she will continue to serve until November 20 when her replacement is sworn in, which would be Mr. McGrath. She would have to resign from Seat 4 and then the Board can consider replacing her.

Ms. Palmer stated I cannot even do that because otherwise there will not be a quorum of Board members in the room in order to have this meeting since Mr. McGrath is participating by phone.

Mr. Moyer stated that is correct.

Ms. Incandela stated we really cannot do anything for any of the seats tonight.

Mr. Moyer stated you can appoint someone to Seat 2.

Ms. Palmer stated I talked with a few residents, and no one is interested so far unless someone else has contacted the District Office. I was supposed to go qualify but I was called into meetings on that last day and did not get to the Supervisor of Elections office in time. I missed it by 15 or 20 minutes, so after November 20, I do not have a seat on the Board. I am willing to continue to serve and I have no issue with doing that.

Mr. Moyer stated the Board can table this item until the next meeting.

Ms. Palmer asked even though Mr. McGrath has not subscribed to the oath of office, is he still a Board member? Will we have a quorum or not have a quorum?

Mr. Moyer stated you both will continue to serve as Supervisors until the replacement is sworn and seated.

Ms. Palmer stated even if that does not happen until our next Board meeting, which is in January, I want to make sure we do not end up with a two-member Board.

Mr. McGrath stated I received an oath of office form from the County. If it is necessary or helpful, I will fill that out and send it back to them, or I can wait until the next Board meeting.

Mr. Moyer stated I think it is appropriate for Mr. McGrath to send that to the County; that will be fine.

Mr. McGrath stated I think we should table this until our next meeting.

Ms. Palmer stated I cannot resign now to be appointed to Seat 2 because then this meeting would end.

Ms. Pieters asked would you want to be appointed for two years or four years?

Ms. Palmer stated I am willing to serve in either seat. I have no issue with that whatsoever.

Ms. Incandela stated we cannot appoint her to any seat tonight because if she vacates her current seat, then we do not have a quorum to conduct the meeting.

Mr. Gerry Frawley asked could that be done at the end of the meeting?

Mr. Moyer stated we would still not have a quorum.

Ms. Palmer stated we can address this at the beginning of the next meeting when Mr. McGrath would automatically be sworn into my seat, and then the Board can appoint me to Mr. Mihalic's vacant seat or Seat 5. I do not think it makes a difference either way.

*Upon direction by the Board, this item will be added to the next agenda.*

**B. Oath of Office for Newly Appointed Supervisor**

**C. Consideration of Resolution 2013-01 Declaring a Vacancy in Seat 5**

Mr. Moyer read Resolution 2013-01 into the record by title.

Mr. Moyer stated this Resolution declares a vacancy for Seat 5, which is currently held by Mr. McGrath. As of November 20, 2012, that seat will be vacant. We can declare the vacancy now but it will not be effective until November 20.

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| On MOTION by Ms. Palmer, seconded by Ms. Incandela, with all in favor, unanimous approval was given to Resolution 2013-01 declaring a vacancy in Seat 5 effective November 20, 2012. |
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Ms. Palmer asked is that a four-year seat or a two-year seat?

Mr. Moyer stated it is a four-year seat.

**D. Consideration of Resolution 2013-02, Election of Officers**

*Upon direction by the Board, this item will be added to the next agenda.*

**FOURTH ORDER OF BUSINESS**

**Audience Comments**

Mr. Gerry Frawley stated at 4301 Carrington Way, there are two cones with a sheet of plywood in the road that have been there for some time and has probably been forgotten. As you approach the gatehouse, there is a bend where we had two signs in the road. We need every sign we can have there, and one has disappeared although it is physically present. It is at the gatehouse and is sometimes put in the lane that is not open anyway, serving no purpose there. Perhaps the sign is broken which is why it is there. We should put the sign back up before someone has a crash, unless there is a reason for having only

one sign. I was in another community to take a photograph of something. Our covenants say that we are supposed to have a dog walk area. We do not have one. We talked about it at times in the past. I know there are some people not picking up after their pets because I see them out walking with nothing in their hands, unless they carry small bags in their pockets. There are dog droppings on my neighbor's lawn, and I clean it off the sidewalk at Brighton Lakes Boulevard and Chapala Drive. I have heard by word of mouth that some neighbors have challenged dog owners about picking up after their dogs, but we do not have anything to refer to, other than the covenants or the law. You might want to consider putting up a sign at each of the parks and a couple along Brighton Lakes Boulevard, maybe near the garbage cans. There is a concrete pad where each of the garbage cans is, and you can put a sign right alongside it so it is not in the way of the landscapers.

Ms. Palmer asked who fines someone for not picking up after their dog? I know it is also the law, but who do we ask to address this, and is that fine ever given to anyone?

Mr. Smith stated you should go through the HOA or the Health Department.

Mr. Frawley stated Animal Control told me about it when I was having a problem with a neighbor about this same issue. They gave me a copy of the schedule that they give with warnings and then there are fines, including repeat offender fines, which really increase.

Ms. Palmer asked do they do that based on someone calling and complaining, or is it based on them having to physically see the resident not picking up after their dog?

Mr. Frawley stated I believe it is both. If you took a picture of a resident not picking up after his dog and then call them, they come out and see the evidence that matches the picture, they can act on it. Or they need to witness it themselves. The problem is when you do not have any evidence other than your word against their word.

Ms. Incandela stated it is my understanding that Animal Control officers are very overburdened. There are not very many of them, and they have serious neglect calls that they cannot even address. I think the likelihood of them coming out for a dog owner not picking up after his dog is very slim.

Mr. Frawley stated I asked them about that, and they are not going to be here while the owner and his dog are there. I took pictures and wrote a lengthy statement for them to read.

Mr. Smith asked is this an issue in people's yards or in the common areas?

Mr. Frawley stated it is both.

Mr. Smith stated the doggie pots do work. At least they work for the people who care. The baggies are available, and people use them. If it is your neighbor who brings his dog through your yard, that is hard to handle. In the common areas, the doggie pots work.

Ms. Palmer asked do the bags get abused and taken out?

Mr. Smith stated no, the doggie pots work well. We put one at either end of where people walk their dogs, which pretty much eliminated the problem. Generally people will take a baggie at one end and throw it away at the other end, and there are also trash cans in between.

Ms. Palmer asked how much does it cost for a doggie pot?

Mr. Smith stated you can get a decent one for about \$350.

Ms. Palmer asked how many would you suggest we get and where would you suggest we put them?

Ms. Incandela stated I do not know that just one is enough for a community this large.

Mr. Smith stated you would need more than one. You would need maybe six.

Ms. Palmer stated we could put one in each of the parks.

Mr. Smith stated we have some problems along some of the long straightaways, but we do have trash cans intermittently in those straightaways. We can locate them in between the trash cans and probably one at the back of Sweetspire Park, because I see people walking their dogs in that area. Mr. Frawley could probably provide ideas of other locations.

Mr. Frawley stated I do not think we need one in each of the parks.

Ms. Palmer stated the one at the end of Biel Court does not need one.

Mr. Frawley stated I agree.

Mr. Smith asked what about Chapala?

Mr. Frawley stated I do not know how much of an issue it is there, although the landscaping crews have told me that when they mow people's yards, their lawn mowers are covered in dog droppings since some dog owners are letting their dogs go literally on people's lawns in the front yard. In the past month, someone let their dog go on my brother-in-law's lawn, which is next door to me, and next to Mr. McGrath's house was a large, copious amount on the sidewalk.

Ms. Palmer stated I suggest we start with one at the clubhouse, one at Sweetspire, and one near the trash cans in three areas along Brighton Lakes Boulevard.

Ms. Incandela asked how do you block off that area, and how do people know? Are we going to put up a fence? Or are you just talking about doggie pots and not a dog park?

Mr. Smith stated we can install the doggie pots, and it will have a sign with a trash receptacle as well as a bag dispenser. Normally people deposit their trash at the beginning of a walk. If you are coming from Chapala to the recreation center, we can put a doggie pot at that end of Chapala and one at this end, so when they go by it, they can pick up a bag and deposit their trash in that receptacle or a trash can in another location on their walk.

Ms. Palmer stated there are a lot of people walking their dogs at this end.

Mr. Smith stated that is correct; we see a lot of people at this end walking their dogs. We can start with three doggie pots and see how they work in this area.

Ms. Palmer stated based upon how much usage there is in them, then we can determine how effective they are.

Ms. Incandela stated Mr. Frawley mentioned something about a dog park or a dog run area.

Mr. Frawley stated the HOA covenants say that we are supposed to have a dog park or something like that. I do not remember what they called it. We talked about this issue years ago but chose at that time not to deal with the issue.

Ms. Palmer stated we discussed putting the dog receptacles up but we did not think people would use them.

Ms. Incandela stated that is different from a dog park.

Mr. Frawley stated it would need to be a gated area. You would either have to clear it or landscape it.

Mr. Smith stated we would also put in a couple doggie pots in there, so people can take their dogs there and let the dogs run loose. There would need to be a double gate so they go in with their dog, close the gate behind them, take the dog off the leash and let their dog run.

Ms. Incandela stated then they are also responsible for picking up after their dogs.

Ms. Palmer stated people who use dog parks will usually use the doggie bags because they do not want to be walking in it. Maybe we want to look at the cost of doing that, but we discussed doing something with the large park area near here. Maybe that is something we can consider doing with that land.

Mr. Smith stated there is a large piece of property across the street from the recreation center. We used to use that for parking.

Ms. Palmer stated the perfect site would be where the school was supposed to go. Do we know anything about that property or where that stands? Is there even any owner of it still?

Mr. Moyer stated Mr. Brian Crumbaker looked at that several months ago in terms of ownership. From time to time this Board discusses whether or not you want to pay the back taxes on it and try to pick it up in a tax certificate sale.

Ms. Palmer asked is it to the point of needing to pay delinquent taxes?

Mr. Moyer stated I believe so.

Ms. Mackie stated I have not discussed this issue with Mr. Crumbaker, but I am happy to discuss it with him and send you a follow-up email on this issue.

Ms. Palmer stated in earlier conversations, the landowner was willing to sell it to us but not donate it. That would be the perfect place to have a dog park.

Mr. McGrath stated about 18 months ago, I checked into the tax roll. It seems to me that at that time, there was an owner. As far as I could tell, there was no money due on the taxes at that time.

Ms. Palmer stated we will ask Mr. Crumbaker to look at that one more time. I think it is worthwhile to at least look into. In the meantime, Mr. Smith should provide some pricing on what it will cost to convert it to a dog park. In the interim, I think we consider adding some more doggie pots, even if it is only three.

Ms. Incandela stated I do not think the doggie pots will hurt anything, and I cannot imagine them being that expensive. It will at least make it more convenient for the people who are responsible. Maybe those who left their house without a bag or unprepared will be encouraged to use them. Do we need to add signs to them?

Mr. Smith stated they come with signs on them.

Ms. Palmer stated I think we should start with three doggie pots, which we could purchase for \$1,000. I do not know if we can get four for under \$1,000 since Mr. Smith indicated each one cost over \$300.

Ms. Incandela stated it sounds like we really need to purchase four since we should put them end to end.

Mr. Smith stated I think I can get them for \$250 to \$300. I might be able to get four for \$1,000.

Ms. Palmer stated I suggest we increase the dollar amount to \$1,250 because I do not think you can get four for \$1,000.

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| On MOTION by Ms. Palmer, seconded by Ms. Pieters, with all in favor, unanimous approval was given to authorize staff to purchase four additional doggie pots, not to exceed \$1,250, as discussed. |
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Mr. Frawley stated the schedule for the security guard for the recreation center was changed to the daytime. We just held a crime watch meeting the other day. Since the security guard was on a different schedule, he was not here to attend the meeting. The suggestion was that he could be scheduled so that he could attend a crime watch meeting because we would like to hear what he has to say, and he might benefit from hearing whatever else is going on in the community.

Ms. Palmer stated I would like Mr. Smith to alter the security guard's schedule at least for that day to switch with Mr. Geinor Real, so the security guard can attend the next crime watch meeting.

Mr. Smith stated we can do that. Mr. Frawley should let us know when the next meeting is so we can amend his schedule. You should go through my office and Mr. Paul McCartan and invite him to that meeting. You can do that by email with copies to us.

Mr. Frawley stated I need to email Ms. Maria Fuentes that the sign needs to go out, so I can include that invitation.

Mr. Smith stated the reason we moved him to daytime was because of the gate. We wanted to make sure we always had a guard here due to the issue of changing the computer over with the gates and redoing all of that.

Mr. Frawley stated we just wanted to make the suggestion in case no one else thought about the benefit it would be to have him attend the crime watch meetings once a month.

Mr. Moyer asked does crime watch meet on a particular night each month?

Mr. Frawley stated yes, it is the third Thursday at 7:00 p.m.

Mr. Moyer stated we will make note of that for his schedule.

Mr. Frawley stated I am not sure what you can do about it, but between Stargrass and Sweetspire, on the Stargrass side on Brighton Lakes Boulevard, during the summer, the sprinklers are on even when it is raining. It literally gets ankle deep on the sidewalk. I have received complaints from residents that they cannot use the sidewalks in the evenings or whenever they walk. If you look at the sidewalks, they are covered with mud

because it is literally saturated in a couple inches of water for months on end during the rainy season.

Mr. Jeff Slack stated I have a comment regarding the people who mow the grass around the ponds. We live on Sweetspire Pond. My mother lives with us and she observed the person mowing the grass a week ago Tuesday, November 6, stop his mower, pull a can of soda out of his pocket, drank it, and threw the can in the water. I retrieved the can to verify that she was telling the truth, but she was really upset to see someone do that. I do not know if you can track down who it might have been on that day.

Mr. Smith stated I will talk with the project manager.

Mr. Slack stated she said it was a different crew because normally they use riding mowers, and this was a stand-up mower where he was standing on it.

Mr. Smith asked was he doing someone's yard or around the whole pond?

Mr. Slack stated he was mowing around the whole pond.

Ms. Palmer stated we will be reviewing the landscaping contract later on the agenda.

Mr. Slack stated there are a lot of times when, in my opinion, they mow the grass way too short because they scalp the grass around the ponds. Maybe that is to make it last longer between mowings, but I put flags in my yard so that they do not scalp my yard as they go by, which they used to do. My second issue is regarding the gate and if it has been repaired. It said my card did not work, so I had to call the office.

Mr. Smith stated we are purging all the cards because there were a lot of lease agreements that expired. The last time we purged the cards was March 2011, so it is giving us an opportunity to purge them again. We have a much better system now since the previous system was DOS based from when the gates were first installed. We are able to input more information and provide it faster. Contact Ms. Maegen Powers at the District office and she will reactivate your card.

Mr. Slack asked did you deactivate all the cards? Are any cards still working?

Mr. Smith stated mine is working. All the current information we had was put into the computer. About 95% of the cards are working. There is probably 5% where the lease agreement had expired since most of them are renters.

Mr. Slack stated mine did not work tonight.

Ms. Incandela stated mine did not work, either, and I have never been a renter.

Mr. Smith stated some of the numbers on the forms were different from what was on the cards for when people were issued new cards. Contact Ms. Powers and she will take care of it. I have some handouts that I can provide to you at the end of the meeting, and Mr. Real will have them at the recreation center. If people's cards do not work, he will have the information to give to them, directions on what to do, and how to contact our office. I think everything will be back on track in the next week.

Ms. Incandela asked did you come up with a percentage of how many had been purged and how many were not renewed?

Mr. Smith stated we had a stack of them. With the new system, it involves a lot of typing and clicking. We have over 700 homes and usually four names at each home. It took quite a long time to input all the information.

A Resident stated between the hedges here is a tree that had been broken, and children play in that area. If you are at the swings, you will see it in the hedges about three feet high. It is like a spear sticking up and someone is going to get hurt. There were some kids aged 13 and 14 who were jumping off the swings off to the right. If they had jumped off to the left, they would have hit that tree. There was also some damage or vandalism to some of the pieces of the wood to the play area. I do not know if it was malicious or maybe lightning. I would appreciate you looking into these items.

**FIFTH ORDER OF BUSINESS**

**Approval of the Minutes of the September 20, 2012, Regular Meeting**

Mr. Moyer reviewed the minutes and requested corrections, additions, or deletions.

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| On MOTION by Ms. Palmer, seconded by Ms. Pieters, with all in favor, unanimous approval was given to the minutes of the September 20, 2012, meeting. |
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**SIXTH ORDER OF BUSINESS**

**Vendor/Contractor/Third-Party Items**

There being nothing to report, the next order of business followed.

**SEVENTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements**

Mr. Moyer reviewed the financial statements as contained in the agenda package, which are available for public review at the District office during normal business hours.

Mr. Moyer stated the financials reflect the position of the District as of the end of fiscal year 2012. We collected \$9,398 more than we budgeted for several reasons. Much of it was because not everyone took advantage of the discounts that they are entitled to

take, but we budget as if everyone is going to pay early and take those discounts. Under administrative expenses, we are \$24,000 under budget. On field activities, Mr. Smith did a good job in that regard and we are \$119,000 under budget. We are about \$10,000 over budget on gate operations. We were under budget for the community center by about \$18,000, such that we will be adding \$161,000 to our fund balance, which brings the total to \$591,000.

Ms. Palmer stated thank you to Mr. Smith. We are in really good financial condition to be able to take care of any road repairs.

Mr. Moyer stated we are getting pretty close to the estimate if we need to mill and resurface the roadways.

Ms. Palmer stated that was the best thing we ever did by raising the assessments \$100 to put aside. For the benefit of the audience, we know even though these are public roads, they were built with tax-exempt bond money and they will have to be repaved at some point. It is the responsibility of this community to mill and repave the roads, which is a very costly endeavor. We started putting money aside every single year, and as of the end of the fiscal year which just ended, we will have a fund balance of \$591,000 set aside for repairs to roads or whatever else has to happen. That puts us in a lot better financial condition than most governmental entities in the country right now.

A Resident asked does that include sidewalks?

Ms. Palmer stated it would include sidewalks.

Mr. Moyer stated it is money available also for that purpose.

Ms. Palmer stated perhaps for the next fiscal year, we can start looking at sidewalks.

Mr. Smith stated we need to start that process sooner than that.

Ms. Palmer stated for the next meeting, I would like Mr. Smith to provide a survey of the sidewalks and damages you see out there, as well as a cost estimate to repair. Some sidewalks are a trip hazard.

Ms. Incandela asked are these sidewalks in just the common areas or throughout the community?

Mr. Smith stated I will meet with the HOA because the aesthetics of the sidewalk is the responsibility of the home owner, which includes pressure washing the sidewalk in front of your home. The construction of the sidewalk and repair is a CDD responsibility, which includes damaged and raised sidewalks and broken panels. We do have quite a few of those to address.

A Resident asked are the storm drains also included in that?

Mr. Smith stated yes. I will be providing information on some of those later on the agenda.

Ms. Incandela stated I have to give Mr. Smith credit that we are \$119,000 under budget on field activities. There are a lot of things that are done that the District could be charged for, but Mr. Smith does a lot of work at no charge, and he goes above and beyond what he is required to do.

Ms. Palmer stated we have been hard on Mr. Smith over the years on certain items.

Ms. Incandela stated your efforts are very much appreciated.

**B. Check Register**

Mr. Moyer reviewed the check register as contained in the agenda package, which is available for public review at the District office during normal business hours.

Ms. Palmer stated a couple of the KUA bills seemed to have a big discrepancy this month from prior months. I am fine with the check register as it is, if Mr. Smith wants to review these bills after the meeting. We went from large bills to almost nothing.

Mr. Smith stated this is from the irrigation system in the front where the pump went down. We are working on that system, which means pulling the pumps, and it is not running. We need to tie back into the backflow in the front, which is City water. That bill will increase and the bill for the well decreased.

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| On MOTION by Ms. Pieters, seconded by Mr. McGrath, with all in favor, unanimous approval was given to the check register, as presented. |
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**C. Website Statistics**

Mr. Moyer reviewed the website statistics contained in the agenda package, which are available for public review at the District office during normal business hours.

**D. Discussion of Unemployment Claims**

Mr. Moyer stated this was a discussion Mr. McGrath and I have been having, as well as the Board, for a period of time. I will re-enter into the record my analysis of the information that was provided by Ms. Paula Davis. I am sure Mr. McGrath performed the same type of analysis. There was an employee working for us named Mr. Miguel Solano who was paid \$4.80 in unemployment. The big ones were for Mr. Marlon Rivera in the amount of \$3,712 in unemployment claims, Mr. Joey Ortiz in the amount of \$9,605, Mr. Tom Mihalic in the amount of \$99 in unemployment claims, and Ms. Johanna Quiros

Valentin in the amount of \$748. Mr. McGrath's issue is that to the degree these people left our employ for cause or they were fired because they were not doing what they were supposed to be doing, that Severn Trent should have, in some fashion or form, appealed those levies for unemployment compensation. I will have to rely on Mr. Smith in terms of who left or who was fired because they were not performing or were doing something that was not correct. I do not know if Mr. Ortiz was fired because of his activities or for what reason.

Ms. Palmer stated his issue was attendance.

Mr. Smith stated as far as unemployment goes, being late for work or not calling or not showing up or leaving early, all of those things really do not affect unemployment. You have to have done something pretty bad in order not to receive unemployment. With the current state of our unemployment, the government wants people on unemployment, so it is very hard to appeal that. Our tolerance for employees is fairly low. I start getting emails if someone is five minutes late. An employee would have to do something really bad in order not to receive unemployment. None of these employees really did anything that severe.

Ms. Palmer stated in the hotel industry, we have fired people for serious reasons, and we fight every single claim but the employees still are awarded unemployment. With the economy and government the way they are right now, people are collecting unemployment. It is crazy. I see some of the cases that we lose at the hotel, and I am stunned that we have to pay unemployment to them.

Ms. Incandela stated there is also a cost involved in challenging a claim that you have to compare with paying the unemployment benefits and how much time is required.

Ms. Palmer stated it can be done online.

Mr. Moyer stated all that would have been done through Severn Trent human resources.

Mr. Smith stated there would be a cost if it is challenged or there is a fight.

Ms. Palmer stated there is a hearing, and usually the hearings are done over the phone. Both sides go back and forth with a mediator, and a decision is made. You can have it face to face, but a lot of them are done over the phone now. The burden of proof is on the employer, you have to have major proof, and it is not easy to win a case nowadays. You can challenge it, but it is like appealing a decision in court. It is not an easy process to appeal once they have decided we have to pay it. Chances are you are not going to win.

Ms. Incandela stated there is also a cost factor with us doing that. These figures are not that high, so when you factor in the amount of time and money you would have to spend to fight the claims, it becomes expensive.

Ms. Palmer stated for Mr. Ortiz being fired for being late, we are not going to win that appeal, and we would not have won it.

Mr. McGrath stated I appreciate the input. I do not have any desire to be Don Quixote charging at windmills. This is the real world and it does not matter that you have done progressive discipline or any of the other steps that could save us money. In the real world, it does not matter. I certainly think the money we spent last year is the cost of doing business. I think it underscores the importance of really making sure that when we fire someone as well as when we hire them, that there is a good likelihood we will have to deal with unemployment claims. Ms. Palmer shared her experience with these kinds of issues at the hotel. If the rest of the Board is satisfied, I certainly do not need to pursue it any further.

Ms. Palmer stated we still need to implement progressive discipline so that we do not get sued for wrongful termination. The progressive discipline is still important from that aspect, but it does not help in an unemployment case.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Ms. Mackie stated as a follow up to an earlier conversation regarding the 11-acre vacant parcel, I have been looking online and it appears there are outstanding tax certificates on that parcel for 2008, 2009 and 2010. The tax certificate holder from 2008 was able to apply for a tax deed, and it appears that parcel has now changed ownership by virtue of a tax deed sale as of August 31, 2012. The original owner was Brighton Lakes, LLC, and it appears that a company named Arusha, LLC is the current owner and paid all the outstanding taxes as a result of the tax deed sale.

Mr. Moyer stated we discussed this in 2008 or 2009, and I think we decided that we did not want to have to maintain it and spend a lot of money on it, so we did not pursue the tax certificate process.

#### **B. Engineer**

There being nothing to report, the next item followed.

**C. Field Operations**

**i. Field Management Report**

Mr. Smith reviewed the monthly highlight report contained in the agenda package, which is available for public review at the District office during normal business hours.

**ii. Landscaping Report**

Mr. Smith reviewed the landscape report contained in the agenda package, which is available for public review at the District office during normal business hours.

**iii. Aquatic Weed Control Report**

Mr. Smith reviewed the aquatic weed control report contained in the agenda package, which is available for public review at the District office during normal business hours.

**iv. Action Item List**

Mr. Smith reviewed the action item list contained in the agenda package, which is available for public review at the District office during normal business hours.

**v. Consideration of Landscaping Proposals**

Mr. Smith stated we provided the tally of the proposals received. Our staff went through the process of reviewing all the proposals, and I am familiar with all of them. I have worked with each of the firms who responded. I am pleased to see the high quality of contractors responding to our request for proposals. They are all excellent companies and they are all very capable of doing the work. LandCare Specialists provided the lowest price. They currently work for me at Stevens Plantation CDD, which is in St. Cloud. Weber Environmental is our current contractor. Austin Outdoor has done some work in Celebration CDD for the Gables apartments. Girard currently maintains Celebration CDD.

Ms. Palmer asked is each firm represented at our meeting tonight?

Mr. Smith stated they were all welcome to attend.

Ms. Palmer stated there are two firms represented. Should we allow them each a moment to tell us what other similar projects they are doing?

Mr. Smith stated you may allow them to do that. We did not find any faults or issues in any of the proposals; they were all clean. We have a 30-day termination provision in the current contract.

Mr. McGrath asked are you confident that LandCare Specialists is able to handle a community of our size?

Mr. Smith stated they are currently doing several projects in St. Cloud, and they maintain Stevens Plantation CDD, which is a similar project. It is a little smaller but it is similar to Brighton Lakes. They do not have a recreation center, but then again, there is

not much to maintain with regard to landscaping. There are several ponds in Stevens Plantation, and it is a nice project. They are doing a good job and they are very responsive. All of these companies are, and I would be pleased to work with any of them. I know we had some issues with Weber and the things they are trying to resolve.

Ms. Palmer stated representatives from Austin Outdoor and Girard Environmental are at our meeting. What projects do you currently have or have you done that are similar to Brighton Lakes?

Mr. Charbonneau stated we currently maintain all of Reunion with the exception of two condominium buildings. We also maintain Emerald Island, a 505-home community that is very similar to this with retention ponds, although theirs are mostly in the back. That community has all St. Augustine turf with a clubhouse and two common areas. Yours is a more spread-out layout than that community and theirs is more packed into a smaller amount of acreage. The first thing for me is to address turf and weeds because those are the first things you notice when you enter a community and the last thing you remember when you leave. That would be a big area of focus for us at Brighton Lakes.

Mr. Smith stated LandCare Specialists is probably the smallest of the companies who responded. There are very large companies, such as Girard and Servello & Son, as well as Austin Outdoor and Luke Brothers. Weber is probably a little smaller than these others.

Ms. Palmer stated I heard mention that Austin Outdoor also does some work in Celebration.

Mr. Charbonneau stated that is correct. We have been there almost nine years working for the master association. Country Club of Mount Dora CDD is set up very similar to Brighton Lakes with long common areas throughout the community and several ponds. We use the latest technologies to provide more options and solutions for our customers. As an example, there are some new water management techniques and technologies that have come out that not only reduce the water use but also help manage it. Without going into too much detail, the University of Florida says that a plant cannot absorb more than one-half inch of water per hour. Just your normal spray nozzles put out about 1.5 inches, so you are potentially wasting two-thirds of your irrigation water. That is one of our biggest initiatives is talking to our customers about saving water and applying it where it really needs to be. Weeds in the turf are the biggest issue we noted out here. That would be our biggest immediate plan of action. Another thing we do is

actually test our fertilization package based on soil samples, so we really fine tune what the community actually needs, versus just applying a standard fertilizer.

Ms. Pieters stated my biggest concern is LandCare Specialists does not have the manpower for our community, although they provided the lowest price.

Ms. Palmer stated I do not think that price is always the determining factor.

Ms. Pieters stated I liked what I saw from Austin Outdoor and from Servello & Son, although they were more expensive.

Ms. Palmer asked has Mr. Smith worked with all these firms?

Mr. Smith stated I have directly overseen the contract for all of these companies except for Austin Outdoor and Luke Brothers. The others I have had direct contract responsibilities. I am familiar with Austin Outdoor and Luke Brothers because they work on adjacent properties.

Ms. Palmer stated I appreciate that both of these firms attended our meeting. I have been a member of the Board for a number of years and I have lived here for 12 years. I have seen companies come and go. When they actually take an interest enough to come to our meeting, it shows me, as a Board member and a resident, that you care enough about the project, that you have looked at the project and that you know enough about it and are concerned enough about it to attend our meeting.

Mr. Charbonneau stated it is a partnership.

Ms. Palmer stated I agree 100%.

Mr. Smith stated you can see our current contract price with Weber compared to the proposal prices. There is a small increase which is not unusual due to the nature of things.

Ms. Pieters asked does Girard perform maintenance around the hospital?

Mr. Trinidad stated no. I heard they brought that work in-house.

Ms. Palmer stated Reunion has a beautiful property, and Celebration has beautiful grounds. Both companies who attended our meeting are obviously very capable. I have seen the work from both. Reunion and Celebration are both beautiful and immaculately kept. There is a “wow” factor when you go into both communities as far as turf care.

Ms. Incandela stated we do not have the “wow” factor here.

Ms. Palmer stated we lost it. We used to have it.

Ms. Incandela asked for the work you do at Reunion and Celebration compared to the scope that is included in the proposal, are we going to be able to get that “wow” factor

here? Is that something that you factored into the correction that needs to be done? Or are we looking at just basic maintenance and improving it to some degree?

Mr. Trinidad stated a lot of large companies do this, but we put a lot of money into the contract into the chemical department. The turf is weak, and some of the shrubs are weak. Are you going to get a “wow” factor as well as pops of color and things like that? No. Are you going to see an increase in “wow” when you are driving through the community because things are green? Yes.

Ms. Palmer stated we made a conscious decision a few years ago to go with low-maintenance plants, having fewer annuals so they did not need to be changed out all the time versus having perennials. You can still do a beautiful “wow” factor with those types of plants, I think.

Mr. Charbonneau stated one of the things we do is encourage our departments to consider cost management. We know that turf is four times less expensive to maintain than shrubbery. The fertilizer is less expensive, and there is no need for mulch or other detailing. The impact for a community like this is just a pop of color. Sometimes it is just a couple planters or a couple pots with a different form of plant material that catches your eye, and they are inexpensive.

Ms. Incandela asked are those kinds of things included in the proposal you provided?

Mr. Trinidad stated our proposal was technical. When it comes to landscape maintenance, it is all about man hours: having the right number of man hours and the right equipment for the right areas. Our proposal might be a little higher, but it is to do the property the way it needs to be done. As Austin Outdoor has already mentioned, the fertilization and horticulture portion of it is paramount. That will be the biggest impact you can have, besides getting the irrigation lined up.

Mr. Charbonneau stated when we start a new account, although we have done a thorough investigation as far as our estimate to the proposal specifications, we do a complete assessment of the entire irrigation system, which I already mentioned as part of water savings, as far as efficiency and making sure things are working properly, clean it out, check it, and adjust it. Then we also assess the entire property from the gate to the back and all the way around as far as what we need to do in 30 days, 60 days, and 90 days. We will work with Mr. Smith closely, and we will attend your Board meetings moving forward. It is all about the communication and having a plan if we are awarded this contract.

Mr. Trinidad stated we created a link on our website for the Board members. There is a drop-down menu and you can select your property. Many times, you can partner with the right company but you may not have the strongest account manager. We have created a tool that provides transparency and helps you track and manage work orders, complaints, concerns, or comments. It is exportable and you can export it to an excel spreadsheet which creates a detailed report on how we are doing. You can look at a specific month and note if irrigation complaints have decreased which means we have control over that maintenance item. We think it is a valuable tool that a lot of our customers appreciate.

Ms. Incandela stated in terms of the manpower that is required to maintain this project, I saw the information provided in the proposals but I did not see how many people would be in the community. What are we talking about in terms of the number of days and the number of man hours you are estimating?

Mr. Charbonneau stated we have a five-man mow team, which will take 2.5 days to mow everything. There is another four-man detail crew that may take four to seven days, depending on the season.

Mr. Trinidad stated our man hours are about the same. We spread out the man hours three days. A lot of things come up when you are working, and this is not a typical property where there is just a mow crew and a detail crew. We like to think of it more as a groundskeeping community.

Ms. Incandela asked who would be the account manager for this community from your company?

Mr. Charbonneau stated I will be.

Mr. Trinidad stated my role with Girard is, not only am I an account executive, but I report directly to the owners. I not only oversee the community at the local level but also what we call the 30,000-foot level. Whenever there is a concern or something that needs to be handled right away, I have the owner's ear.

Mr. Smith stated as far as LandCare Specialists, they are a smaller company.

Ms. Palmer stated we understand that. I appreciate both of these companies attending our meeting. I hope I speak for the rest of the Board, but it shows a lot when you come out here. It also helps us because we can talk with you and it shows us that you have a certain level of dedication even before we make our decision.

Ms. Pieters stated I am also glad you were able to review the community and see the deficiencies.

Ms. Palmer stated I do not think price is the determining factor for this contract. We did that before, and we did not necessarily come out on the winning end of that decision. I think at that time, we had to accept the lowest price because we were looking for a way to save money so we would not have to increase assessments. I think we have two choices: Austin Outdoor and Girard Environmental. Those are the two companies I am considering right now because they are the only ones who showed up at our meeting to answer questions. Both represented companies that I think are really good. I am leaning a little more toward Austin Outdoor, for a couple reasons. There were just some things they said that impressed me a little more. I like the fact that they have a mow crew for two days a week but then they detail four to seven days. That means that for most of the week, there will be someone here looking at things. I like that. Even though Girard spreads their mowing out for three days, I think there are more people here and more eyes on the property with Austin Outdoor. Reunion is a spectacular property. I know they spend money on it, but the lawn care is there and it is impeccable. I would like to see if we could get them to lower their price a couple thousand dollars. There is \$8,000 difference right now.

Mr. Smith stated I am not sure we can do that since this was a formal bid.

Mr. Moyer asked was it a formal bid or an RFP?

Mr. Smith stated it was a formal RFP. We were going to do an informal RFP but we could not do that unless we just had a one-year contract due to the bidding threshold.

Ms. Palmer stated that means we cannot negotiate the price.

Ms. Incandela asked what is our budget for this fiscal year?

Mr. Moyer stated \$180,000.

Ms. Palmer stated that includes additional work if we want to do any.

Mr. McGrath stated if we received bids and if all the companies are qualified and are able to perform the work, we need to give the business to the lowest provider with the confidence that if the company is not actually performing, it will not take us long to find out and terminate them and get another company. The difference between LandCare and Austin over four years is \$120,000.

Ms. Palmer stated I hear what you are saying. My concern is that I think smaller companies provide a lower price because they want to be given the opportunity. With the

condition of our turf right now, if we do not choose the right company that has proven results to be able to handle it, we could end up spending more than \$120,000 by having to replace sod and other repairs. We are going into the cold season, but this is really when you want to build up your fertilizer and chemicals so that they are applied before the spring. My concern is that we have always looked at going only with price, and we have always taken the lowest price, which has brought us where we are more than once. I think we need to look at proven results.

Ms. Incandela stated the lowest proposal was also not here.

Ms. Palmer stated that is correct; they did not come tonight.

Mr. Brian stated if a company comes in and cannot maintain the property or improve it, then it will look even worse.

Ms. Palmer stated and the price goes up to improve it. I hear what Mr. McGrath is saying and I have always been one of the supporters of accepting the lowest price. That is my number-one qualifier. I think that has gotten us in trouble in the past. Austin Outdoor really impresses me. The communities they have maintained impress me. They impressed me by coming here tonight. I think that is what we want to consider. We are still within our budget.

Mr. Smith stated this will be for a two-year contract. The other two dollar amounts of \$172,000 and \$174,000 are renewals and can be negotiated. Two years from now, you can ask them to keep their price at the same dollar amount in order to renew the contract or else we will go back out for proposals.

Ms. Incandela stated LandCare is not here for me to ask questions so that I can compare services. We have had our issues with Weber, so we do not want to repeat the action that led to this detrimental situation. Now we are considering Austin and Girard, and both have respectable communities that are maintained. Now we do have a cost difference between Austin and Girard, and I see price becoming a factor between these two companies. These are two very qualified companies, and at this point, price influences me, so I would choose Austin. Reunion is a very well-maintained community, and for what they are providing, it seems to be very close. I cannot justify giving Girard the extra \$8,000 when Austin is less and seems qualified. Mr. Smith seems comfortable with them.

Mr. Smith stated that is correct.

Mr. Frawley stated something to consider. I heard something both companies said regarding the number of days during the week they are on the property. Our hot issue is picking up trash, and the current landscaping company is not here often enough to pick up trash. If they are here every day, then that almost becomes a non-issue. Another issue is, I have always been uncomfortable with the work performed compared to the scope of services, which indicates certain activities happen during specific months. When we ask them to provide a report of work they completed, that report never seems to materialize. We need someone who is going to provide the required reports and attend our meetings so that Mr. Smith can confirm if they reported it but did not complete the work.

Ms. Palmer stated Austin said they would attend our meetings and Girard said they had an online report. The only thing I did not like about the online report that rubbed me the wrong way is, I want them to communicate with me. I do not always want to be going on the computer to see where we stand on things. I want them to be coming to us and us going to them. I am big on certain words, and partnership is a big one to me. Austin kept talking about a partnership, and it is that communication that I like. Both companies are the ones I had narrowed my choice to consider because they showed up and they cared enough to be here. The difference of \$8,000 is big. I see Mr. McGrath's point about the huge difference between LandCare and Austin. I sometimes like to help out the smaller company, but I think that would be hurting ourselves this time by doing that. I am not comfortable in taking that chance.

Ms. Incandela stated I am not comfortable awarding a \$142,000 contract to someone who did not even show up to our meeting to tell us why they deserve it.

Ms. Palmer stated I agree.

Mr. McGrath stated at the beginning of our discussion, I asked Mr. Smith if he was familiar with all of the companies, and he said that he was. That makes me feel a lot more comfortable. Whether they are small or large or whether they attended the meeting or not is, perhaps, not as important as the chance that they might do a great job and get the property back the way we want it as well as being the lowest cost provider. We will never know unless we try them. It is not like we are entering into something that is not fairly easy to get out of. My opinion is that it is our obligation, if all of these companies meet the requirements that we included in the bid, that we should spend less money. If they do not work out, then all of our options are still open.

Ms. Incandela stated the problem with that is the risk that you run. In the time that they are here, the property could deteriorate in a short period of time to the point where it would cost us more money to replace what they did not do properly, in addition to the issues that we would have in terms of bad landscaping and a bad relationship with the company. Their proposal was \$142,000, and they did not even show up to discuss why we should award them the contract, which gives me a big red flag because you get what you pay for, to a certain extent. We are very focused on community relations and communication with the Board, with Mr. Smith and with residents of the community, and they are not even here at their very first opportunity they have to show us why they deserve this contract. That does not lead me to think this is a company that is going to follow through with communications once they are hired, and it does not make me inclined to sign a contract with them.

Ms. Palmer stated we heard what Mr. Smith said, and I also try to read people. I read Mr. Smith to say yes, he knows all of the companies but he also made a point of telling us that this is the smallest company who responded. He made it a point of saying it again, which led me to believe that even though he is familiar with LandCare, there might be some hesitation on his part in taking on this company to handle this project.

Ms. Incandela stated LandCare may be fine, but I think we are looking for a little more than "fine." I think we want this community to have standards of excellence in terms of landscaping because it is what we see and what we pay for and what we expect. I certainly do not want to take an inexpensive way out and award the contract to a company that I could not even discuss this contract with because they did not bother to come to the meeting. I think it is too much of a risk not knowing where we are sending that money because we did not even have an opportunity to discuss it. If they were here, they may have been able to say some things about their company that would have led me to change my opinion on that, but the fact is they were not here. I think we have to make a decision based on who we heard from and what we heard.

Mr. Moyer stated if you are of a mind to award a contract to someone that is not the lowest bidder, because this was a hard bid situation, I believe Mr. Smith was advised that since the four-year contract exceeded the \$195,000 bidding threshold, that we had to proceed in the direction we did. I would recommend to the Board that you reject all of the bids tonight, which you have the authority to do. You can reject bids as you deem in the

best interest of the District. The second motion would be to authorize Mr. Smith to negotiate a one-year contract with Austin Outdoor at an amount not to exceed \$169,000.

Ms. Palmer stated I would try to get it a little lower than that, if you can.

Mr. Moyer stated then he can negotiate at that point because that is under the bidding limit. We are only going to award a one-year contract.

Ms. Pieters asked when does our current contract expire? Has it already expired?

Mr. Smith stated it expires the end of December.

Ms. Pieters stated so we have time to negotiate a contract.

Mr. Smith stated we thought we had a two-year renewal with Weber, but we had already used that option. This is the end of their contract term, which is December 31, 2012. The new contract will begin January 1, 2013.

On MOTION by Ms. Palmer, seconded by Ms. Incandela, with all in favor, unanimous approval was given to reject all bids.

On MOTION by Ms. Palmer, seconded by Ms. Incandela, with all in favor, unanimous approval was given to authorize staff to negotiate a one-year contract with Austin Outdoor for landscape maintenance services, not to exceed \$169,543.95.

Ms. Mackie asked will Mr. Smith's office be sending the rejection letters?

Mr. Smith stated yes.

Mr. Moyer asked does Ms. Mackie approve of the actions the Board just took?

Ms. Mackie stated yes, and the question was answered correctly with respect to having the ability to negotiate when we went out for a formal RFP. I am comfortable with the Board's actions.

**vi. Swimming Pool**

Mr. Smith stated we are still waiting for the pool lift, and I am not sure of the status. Once the pools starts getting busy again, we will start looking to purchase some tables and furniture.

**vii. Consideration of Sink Hole Proposals**

Mr. Smith stated I received some proposals for the drains where we are having problems with infiltration of the drains which are starting to cause sink holes around them. I had Wrights come out, and they have done a lot of this type of work for me. You

can see their cost associated with just exploring the problem. I have seen some proposals as high as \$10,000 and \$20,000. My staff can probably fix some of them much cheaper than that. After the holidays in January and February, I would like for Severn Trent to purchase a piece of equipment for us to do this work. My staff can come out and do the exploratory work, and from that, we will create a scope of each drain on exactly what needs to be done. The explanation from Wrights is correct because we really do not know what the problem is. We will get into the ground to determine the problem and save the money on exploring the problem, and then create a scope for each drain and address them one at a time. I think we can do it cheaper that way and more efficiently than having them come out and tear everything up and come back with a total cost of \$70,000. We can address them one at a time, explore them, and determine the repair needed.

Ms. Palmer stated I think you should do that and also provide us with an estimate of repair work for sidewalks and other drains for the January meeting.

Mr. Moyer asked are these structures that never existed in the beginning and were put in afterwards?

Ms. Palmer stated yes. Many years ago when I called the EPA, there was no drainage. There were pieces of pipe in some locations, and they had to come back in and tear everything back up and install the underdrains. That was for just Phase I because Phase II was not developed. I presume Phase II had that done correctly during construction because we have not had the problems like we have in Phase I. Whoever constructed Phase I did not do it correctly.

Mr. Smith stated where they installed the underdrain is not even attached to the storm structure.

Ms. Palmer stated that is what happened in Phase I, along Huron Circle, and they had to tear everything up.

Mr. Frawley stated on the corner of Maggiore Circle and Maracaibo Drive, it will rain one day and you can hear the water running like Niagara Falls. You can literally hear it across the street, and it is still like that.

Mr. Smith stated it is ground water, and that is why they installed the underdrains. The underdrains run along the roadways so that ground water does not get underneath the base of the roads and deteriorate the roads. The water gets into the underdrain, drops into that pipe and goes into the stormdrain. We do have a lot of problems with groundwater because of the hardscape in the front and sandy soil in the back.

Mr. Frawley stated that is the only place where I can hear the volume of water.

Mr. Smith stated hearing that water is a good thing and means it is working. When you see water coming up in the road and you see an underdrain going to a stormdrain but no water coming out, that is bad.

Ms. Palmer stated that is what happened in the first phase; the water was actually coming up through the roads.

**viii. Christmas Bonuses and Christmas Lights**

Mr. Smith stated the budget includes money for employee bonuses, and I want to be sure the Board approves giving those bonuses.

Ms. Palmer stated yes.

Mr. Smith stated we reviewed all the Christmas lights, and a good portion of them are working. Mr. Jeb Stuart asked me to request the Board to purchase more LED lights since we are starting to change everything to LED lights. They have already started doing the decorations. He indicated a minimum of \$300 to buy more Christmas lights.

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| On MOTION by Ms. Palmer, seconded by Ms. Pieters, with all in favor, unanimous approval was given to authorize staff to spend up to \$300 on additional LED Christmas lights. |
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**ix. Front Entrance Landscaping**

Mr. Smith stated we have taken out all the plant material near the palm trees at the front because the lantana was getting old and leggy, and it was not coming back. I received prices to install poinsettias around the bases of those trees until after the holidays, at which time we remove them and put in something different.

Ms. Palmer stated I am fine with poinsettias, but let us wait until then to do anything when the new company starts and get their vision on what they think should go in that location.

Mr. Smith stated Weber will install the poinsettias.

Ms. Palmer stated I mean after Weber is gone.

Mr. Smith stated I had Weber remove a lot of the dead plant material, so you will see a lot of empty beds. Once the new contractor starts, we will start to fill in those beds like we started doing at the front. We have money for that, and I want to start filling in these beds.

Ms. Palmer asked how much do you need for poinsettias?

Mr. Smith stated I already included that in the budget.

**NINTH ORDER OF BUSINESS**

**Submitted Resident Questions and Audience Comments**

A Resident stated on Stargrass Circle, there is a sewer drain in the street that when it rains, there is 50 or 60 feet of water in either direction going to the drain that is about a foot deep.

Mr. Smith stated we have been down there to look at it, and we cannot find any blockage within a short distance. We do not know if the blockage is closer to the lake, but as we go through this exploratory process, that is a drain that is on our list to explore.

The Resident asked does that drain feed into the lake?

Mr. Smith stated yes. It could be something inside from the lake toward your house, but from the drain toward the lake, we cannot find anything close. It is a wet system so we will have to vacuum out the whole thing. Once we review the other drains, we will look at his one again.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

Ms. Palmer asked can we paint the electrical boxes on the road along the fence near the tennis court? They are all discolored and look rusted. They are before the basketball court, almost across the entrance from Huron Circle.

A Resident asked can you do that, or is that something KUA does?

Mr. Smith stated if I ask KUA to paint them, they will tell me they do not paint them. If I ask if we can paint them, they will say that they prefer that we do not. If I do not ask them and paint them anyway, they do not care.

Ms. Pieters asked who is responsible for the metal mail boxes? They look horrible.

Ms. Palmer stated the post office is responsible.

Ms. Pieters asked how do we go about reporting it?

Ms. Palmer stated I think you can just call the post office and report it to the postmaster.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next order of business followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

The next meeting will be Thursday, January 17, 2013, at 6:00 p.m.

On MOTION by Ms. Palmer, seconded by Mr. McGrath,  
with all in favor, the meeting adjourned at 7:25 p.m.

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Gary L. Moyer, Secretary

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Michelle Incandela, Chairman