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**MINUTES OF MEETING
CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT**

5 The Regular meeting of the Board of Supervisors of the Cory Lakes Community
6 Development District was held on Wednesday, February 16, 2011 at 6:00 p.m. at the Cory Lake
7 Beach Club, 10441 Cory Lakes Drive, Tampa, Florida.

8
9 **FIRST ORDER OF BUSINESS - Roll Call**

10 Mr. Burman called the meeting to order.

11 Supervisors introduced themselves.

12
13 Present and constituting a quorum were:

14
15 David Burman Chairperson
16 Ron Fitzgerald Vice Chairperson
17 Vicki Castro Supervisor
18 Scott Shaw Supervisor
19

20 Also present were:

21
22 John Daugirda Manager
23 Michael Cachon Field Manager
24 Ian Miller LMP
25 Several Residents
26

27 Mr. Daugirda established a quorum of the Board was present.

28
29 [Note: the minutes of the meeting are a summary of the discussion and actions taken at the
30 February 16, 2011 meeting; and upon the Board of Supervisors' approval are the permanent
31 "Record of Proceedings" of such meeting.]
32

33 **SECOND ORDER OF BUSINESS - Chairperson's and Manager's Opening Remarks**

34 Mr. Burman stated we have the office space, and in the next couple of weeks I am sure
35 Michael and Ryan will be organizing and moving into the space.

36 We have two things we have to schedule for. The Ayden's have requested a hearing, and
37 we are also planning a joint CDD and POA Board meeting, and he is only available on Thursday
38 night. I suggest holding the hearing at 6:30 and 7:00 for the joint meeting.

39 Mr. Fitzgerald suggested moving the time up to 6:00 p.m.

1 Board consensus was to hold the Ayden Hearing and Joint CDD/POA meeting on March
2 24, 2011 at 6:00 p.m.

3 Mr. Burman requested moving the start time of the CDD meeting on March 16, 2011 to
4 6:30 p.m.

5 The Board agreed.

6
7 **THIRD ORDER OF BUSINESS – Board Member Discussion on Agenda and Meeting**
8 **Protocols**

9 There not being any, the next item followed.

10
11 **FOURTH ORDER OF BUSINESS Consent Agenda Items:**

- 12 ▪ Approval of January 19, 2011 **Board Minutes**
13 ▪ Acceptance of February 3, 2011 **Finance Committee Meeting**
14 • Acceptance of January 25, and February 8, 2011 **Landscape-Aquascape-Facilities**
15 **Committee Meetings**
16 • Acceptance of February 8, 2011 **Quality of Life Committee Meeting**
17 • Acceptance of February 7, 2011 **Security Committee Meeting**
18 • ~~Acceptance of January 28, 2011 **Strategic Planning Committee Meeting**~~
19 • Acceptance of February 1, 2011 **Contract Task Force Meeting**
20 • Acceptance of **Financial Statements** as of January 31, 2011

21 Mr. Burman stated as we have not received the Strategic Planning Committee Meeting
22 Minutes, they will be removed from the consent agenda.

23
24 **On MOTION by Mr. Burman, SECONDED by Mr. Fitzgerald, WITH ALL IN FAVOR, the**
25 **Board approved the Consent Agenda items as listed above, excluding the Strategic Planning**
26 **Committee Meeting.**

27
28 Mr. Fitzgerald requested a copy of the mission statement for the Strategic Planning
29 Committee.

30 Mr. Burman requested Mr. Daugirda to advise the attorney of the Ayden Hearing.

31
32 **FIFTH ORDER OF BUSINESS Staff Reports**

33 **A. Attorney**

34 Mr. Burman stated Mr. Straley had surgery yesterday; therefore he is not here tonight.

35
36 **B. Engineer**

37 There not being any, the next item followed.

1

2 **C. Manager**

3 **C.2 Update: Litigation**

4 Mr. Daugirda stated as you are aware, the CDD was successful in portions of the lawsuit
5 which related to the office. Notice was exchanged, and the CLL group has removed their
6 property. They have some counter-claims against the District that were not disposed of. I
7 recommend I get with Mr. Addison to see if there are any remedies to these other counts. I will
8 give you an updated email.

9

10 **C.1 Management Report**

11 Mr. Daugirda 's report is attached hereto and made a part of the record.

12 Ms. Castro asked what is the transfer of CLL property to the CDD?

13 Mr. Shaw responded there are some small parcels of land that have no value to the
14 developer and we are hoping to ultimately get those transferred over to the District.

15 Board and staff discussed the possible remedies to the developer land transfers.

16

17 **SIXTH ORDER OF BUSINESS - Field Manager Report and District Projects**

18 **A. Continuous Sidewalk Project – Inner Loop Around Cory Lake Drive in the Amount Not**
19 **to Exceed \$31,377.50**

20 Mr. Cachon stated Ms. Castro asked for us to find out how much it would cost to finish
21 the inner sidewalk look around Cory Lake Drive. There are 13 spots and the estimate cost is
22 \$31,377.50.

23 Ms. Castro asked are the ones that are CDD responsibility the smaller sections such as 3
24 and 4?

25 Mr. Cachon responded that is where the sidewalk goes into the street into a community.

26 Ms. Castro stated the estimate last month was around \$4 a sq. ft.

27 Mr. Cachon stated I checked around and for that price it needs to be a continuous run.
28 For 13 locations the cost increases. We probably may get it closer to \$4.

29 Ms. Castro stated I see it as a benefit for the community.

30 Mr. Fitzgerald stated the important places are at the base of the entrances and it can be a
31 dangerous area.

32 Mr. Shaw stated to put this in prospective, none of this is budgeted, as well as the Morris
33 Bridge Entrance.

34

1 On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board
2 tabled the Continuous Inner Loop Sidewalk Project to a later time.

3
4 **B. Field Manager Projects**

5 **B. 1. Approval or Ratification of:**

- 6 ■ *#2010014 – Cross Creek Entrance Asphalt Overlay – Lane Construction Corporation*
7 *Proposal in the Amount of \$46,674.30*
8 ■ *#2011106 – Street Drain Issue at 18034 Cozumel Isle – Dave’s Home Helper Service*
9 *Proposal in the Amount of \$1,270*
10 ■ *#2011108 – Drainage Culvert Leaking (Lot Across from BC) – Dave’s Home Helper*
11 *Service Proposal in the Amount of \$995*
12 ■ *#2011109 – Beach Club Roof Leak – Expenditure Not to Exceed \$3,000*
13 ■ *#2011110 – Replacement for Damaged Picnic Area Awning – Creighton Awning*
14 *Proposal in the Amount of \$780*

15 Mr. Cachon presented the projects for approval listed above.

16 Mr. Shaw asked are all five of these items currently budgeted? If they are budgeted, it is
17 a no brainer. If they are not, we need to discuss them. I know the first one is, and the rest are
18 minor.

19 Mr. Cachon stated we have line items and appropriations for these items.

20 Mr. Shaw stated I would like to see the budget codes that these expenses are going to be
21 pulled out of.

22 Mr. Cachon stated I did start putting the GL Codes on the report. We are still tracking
23 within our numbers.

24 Mr. Burman asked do we have dates for the pavement?

25 Mr. Cachon responded tentatively April 25 to April 29 during the Hillsborough County
26 School Spring break.

27 Mr. Burman stated Security and I received several complaints from the residents that they
28 did not get enough warning about the distribution of our traffic pattern. We may want to put
29 signs up to give them advanced warning.

30 Mr. Cachon stated it has already been put into the newsletter.

31 Ms. Castro suggested rented a huge variable electronic sign for the week before.

32 Mr. Darling suggested having the company who ends up with the contract to get the sign.

33 Mr. Shaw stated this is the second or third time we replaces the picnic area awning, which
34 is made of vinyl and easily damages. We need to look at another material. It seems to be
35 pointless to replace this.

1 Mr. Cachon stated I asked about a higher grade material, which we can get, but to fight a
2 knife is a pointless battle.

3 Mr. Shaw stated I am thinking more of a hard cover.

4 The Board discussed potential improvements to the playground and picnic area.
5

6 On MOTION by Mr. Burman, SECONDED by Mr. Fitzgerald, WITH ALL IN FAVOR, the
7 Board approved:
8 #2010014 – Cross Creek Entrance Asphalt Overlay – Lane Construction Corporation Proposal in
9 the Amount of \$46,674.30;
10 #2011106 – Street Drain Issue at 18034 Cozumel Isle – Dave’s Home Helper Service Proposal in
11 the Amount of \$1,270;
12 #2011108 – Drainage Culvert Leaking (Lot Across from BC) – Dave’s Home Helper Service
13 Proposal in the Amount of \$995;
14 #2011109 – Beach Club Roof Leak – Expenditure Not to Exceed \$3,000;
15 #2011110 – Replacement for Damaged Picnic Area Awning – Creighton Awning Proposal in the
16 Amount of \$780.
17

18 **SEVENTH ORDER OF BUSINESS** **Financial Matters**

19 **A. State of District Finances**

20 Mr. Shaw stated this is for the first four months. I made a few changes. We are
21 comparing January 31 of this year to January 31 of last year. We are \$400,000 over on the net
22 cash balance side of where we were last year. In terms of revenues and expenditures, we are on
23 track. The average monthly expenses are higher due to facilities maintenance and capital
24 improvements. Our January TECO bills runs about \$15,000; Security runs one month behind at
25 roughly \$37,000; and we did not get a January bill from Nanak’s at \$32,000. If we included
26 those we would be slightly over \$100,000 under budget for the first four months of this year. We
27 have \$388,000 in reserves and the plan is to parceling that out into specific area in reserves—
28 street trees, emergencies, general reserves, etc. The finance committee would like to see
29 \$500,000 in general reserves as a buffer and once we get over that, then we can start dividing up
30 the rest.
31

32 On MOTION by Mr. Burman, SECONDED by Mr. Fitzgerald, WITH ALL IN FAVOR, the
33 Board approved the Financial Report.
34
35
36

1 **EIGHTH ORDER OF BUSINESS – Board Member Discussion Items:**

2 **A. Report on Meeting with POA Chair [D. Burman]**

3 Mr. Burman stated I had a very good meeting with Mr. Richard Jones, POA Chairperson,
4 earlier this month. Mr. Jones is going to introduce at their annual meeting a resolution of
5 understanding and I agreed to introduce it here. We also set up a second meeting with Mr. Jones,
6 myself, Rampart Management and our Management company for the beginning of March to
7 explore what we can and cannot do together or in tandem. At the March 24 meeting, we should
8 be able to move forward with a resolution of cooperation between the two Boards.

9 Mr. Fitzgerald stated I have some items I would like you to discuss. I will provide it to
10 Mr. Daugirda.

11 Mr. Burman stated the resolution of understanding is that the CDD and POA will co-
12 sponsor social events and the enforcement of the Deed Restrictions. This is the first step. The
13 POA has been helping with some of the social events. We have been enforcing some of the Deed
14 Restrictions. At the meeting between Mr. Jones and I, we both felt that both Boards should
15 formally approve we are doing this.

16 Mr. Fitzgerald stated I believe the Quality of Life should be with the POA.

17 Mr. Shaw stated this is coordination between the two bodies.

18 After further discussion,
19

20 **On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
21 **approved the “Resolution of Understanding” between the CDD and POA as outlined above.**
22

23 **B. Discussion of CDD and POA Matters [Fitzgerald]**

24 Mr. Fitzgerald stated I want to make sure you have an agenda for the joint meeting. I
25 seem to be on a different page from everyone else.

26 Mr. Shaw stated my understanding is that the social functions will be with the POA, and
27 we can all agree that is the appropriate place for that. In my mind the Quality of Life does more
28 than just social functions.

29 Mr. Burman stated if you have any items that should be brought up at the meeting I am
30 having with Rampart and Mr. Jones, email them to Mr. John Daugirda.
31
32
33

1 **C. Boat Registrations [Fitzgerald]**

2 Mr. Fitzgerald stated one of the items that needs to be brought up at your meeting are the
3 boat registrations. POA is talking about an annual fee for boat registrations. There was an
4 incident a couple of weeks ago, and there was no registration number on the kayaks. Who is
5 handling the boat registrations?

6 Mr. Burman responded we are doing this in coordination with the POA. The CDD just
7 purchased the registration numbers. We are billing the cost to the POA.

8
9 **D. Tennis Court Gate [Burman]**

10 Mr. Burman stated I have not heard any complaints on the tennis court gate. It is up and
11 operational.

12
13 **E. Electric Bill [Burman]**

14 Mr. Burman stated the electric bill was almost \$4,000 more than last month. If we decide
15 to put up more lights for Christmas next year, we need to keep in mind the electric bill.

16
17 **F. Attorney Bills [Burman]**

18 Mr. Burman stated I signed off on Mr. Straley's bill. We are getting billed for
19 conversations he is having with non-CDD people. I don't think he should be billing us for items
20 that really does not pertain to us, and I didn't sign off on it.

21 Mr. Shaw stated I discussed this with Mr. Straley regarding the bills, and he talked about
22 giving us a credit.

23 Mr. Burman stated in my phone conversation, he said he is not going to charge us for the
24 extensive work he did on the Ayden Hearing.

25 Mr. Shaw asked if residents are involved in these hearings, do they just call the attorneys?

26 Mr. Daugirda responded the first case was an awkward case and there was an attempt to
27 resolve it without a hearing, but the father was the son's advocate. Mr. Straley was trying to
28 solve it.

29 Mr. Shaw stated we have these issues arise occasionally, like we did with the Series B
30 Bond residents calling him. At that time, we felt it was not appropriate for Mr. Straley to
31 dispense legal advise. Unless it is a Board supervisor, he should not be billing us for that time.

1 Mr. Daugirda stated generally he has complied with the Board's request. He has
2 forwarded several calls to our office, including title attorneys, and I bring those types to the
3 Board. I will remind him of the Board policy, and of the credits.

4 Mr. Fitzgerald asked should you add this to the list for the POA meeting? Maybe they
5 should be handling these types of behaviors. They have the structure in place.

6 Mr. Burman responded include that in your memorandum to Mr. Daugirda.
7

8 **NINTH ORDER OF BUSINESS - Community Requests/Recommendations**

9 **A. Landscape-Aquascape-Facility [LAF]**

10 **A.1. Recommendation and Award of Contract for Morris Bridge Landscape Project**

11 Mr. Fitzgerald stated the LAF recommendation for the Morris Bridge Landscape Project
12 was included in your package. We had three vendors respond. We provided a limit of \$100,000
13 to \$150,000 for the project. The fact the other two bidders were so high, the committee looked
14 very closely at the proposal from LMP which was the lowest bidder. The ranking of the
15 committee members is LMP as #1; Cornerstone as #2; and ValleyCrest as #3. Our landscape
16 advisor did recommended Cornerstone. He thought they had the best presentation, and was more
17 detailed. We believe LMP's proposal is accurate, and in line with our project vision.

18 Mr. Darling stated the committee followed a selection criteria, and made every attempt
19 not to make this a low bid shoot-out.
20

21 **On MOTION by Mr. Fitzgerald, SECONDED by Mr. Burman, WITH ALL IN FAVOR, the**
22 **Board accepted the ranking of LMP #1; Cornerstone as #2 and ValleyCrest as #3 for the Morris**
23 **Bridge Landscape Project.**
24

25 Mr. Daugirda stated we will provide notice of the ranking to the proposers for the 72 hour
26 bid protest, and you can authorize the chair and staff to enter into contract negotiations with LMP
27 and bring back the contract for approval; or you may authorize the chairperson to execute the
28 contract and bring it back for ratification.

29 Mr. Shaw stated we need to know how this is going to be worked into the budget. Out of
30 landscape maintenance you have plant replacement, sod replacement, irrigation maintenance. At
31 the six month mark we will do a revision to the budget to where it accurately reflects where we
32 are spending and allocating this money to.
33

1 On MOTION by Ms. Castro, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board
2 authorized Mr. Fitzgerald and staff to proceed with contract negotiations with LMP; and the
3 Board authorized the Chairperson to execute the contract in an amount not to exceed \$150,000.
4

5 Mr. Daugirda, Mr. Wood and Mr. Fitzgerald will prepare the contract for LMP, Mr. Ian
6 Miller.

7
8 **E. Contract Task Force**

9 **E.1. Discussion on Recommendation on Around the House Contract**

10 Mr. Fitzgerald stated we have a contract that has been in place for not quite a year with
11 our Facilities Manager. I suggested we look at that contract and make it a nicer one moving
12 forward. Myself and three residents looked at the contract. One of the residents on the Task
13 Force is a lawyer and was very helpful. We came up with the project that was included in your
14 advance Board package.

15 Ms. Castro asked what are the answers to Mr. Cachon's three concerns on the contract
16 changes?

17 Mr. Fitzgerald responded one was the CAM License. It is nice to have, but not a
18 necessity. The second is the salary. The district should be concerned about what they are paying.

19 Mr. Cachon stated he referenced employees and a particular salary range which did not
20 include the burden rate. I followed up with Mr. Woodville, who has dealt with 50 communities
21 with Field Managers, and \$60,000 to \$65,000 is an average price, and in most cases they are
22 fuller burdened employees with benefits. I pay my own federal insurance, disability, etc. Burden
23 rates are about 30%. I am not adverse to being an employee.

24 Mr. Fitzgerald asked what is the district willing to pay? The first year was \$55,000.
25 There are points to be made. Salary will always be negotiable. The last thing was the 52 weeks
26 of coverage. We are hiring a company. There will always be 52 weeks, and coverage will be
27 negotiable. The point I have a hard time getting to everyone is this is not Mr. Cachon's contract.
28 This is a template to be used when we hire a manager. This is the project we came up with.

29 Mr. Burman asked will you take this back to the committee. You said you would add in
30 the need for a notary.

31 Mr. Fitzgerald responded no. This is a one way street.

32 Mr. Cachon stated the original contract was taken from the Bloomingdale CDD. There
33 were a few changes the first year, a few more the second, and there are more changes for the

1 thirds year of this contract. I agree with all the changes except for the three outlined in my email.
2 When the committee was formed, Mr. Burman said give it to Mr. Cachon and he will let us know
3 if he agrees with the changes or not. The committee makes the recommendation and the Board
4 can agree that these are the right amounts.

5 Mr. Fitzgerald stated this is a template contract. The Board can give it to Mr. Daugirda to
6 make any changes necessary.

7 Mr. Cachon asked does the Board want the CAM License?

8 Mr. Burman asked can you address the CAM License?

9 Mr. Daugirda responded in general, any qualifications, are negotiable and you have the
10 option to say "or other similar experience."
11

12 **On MOTION by Mr. Shaw, SECONDED by Mr. Burman, WITH Mr. Shaw, Mr. Burman and**
13 **Ms. Castro Voting AYE; and Mr. Fitzgerald Voting NAY, the Board approved the Form of the**
14 **Facilities Management Agreement without the Salary amounts.**
15

16 **B. Quality of Life**

17 There not being any, the next item followed.
18

19 **C. Security**

20 **C.1. January Security Incident Reports**

21 **C.2. Update: Vandalism**

22 Mr. Burman stated our incident totals have gone down. City of Tampa and Hillsborough
23 County Sherriff's have been on site 58 times during the month. In addition to the six incidents
24 that were investigated, we had a jogger who was followed by a van on Monday. The rover was
25 called and escorted her home. Keep your eyes open when you are out.
26

27 **C.3. Report: New Camera Installation**

28 Mr. Shaw stated the cameras are installed. I am checking the quality of the videos, and
29 am looking into higher illumination of certain areas.

30 Mr. Shaw provided an overview of how the camera and video system works.
31

32 **D. Strategic Planning**

33 There not being any, the next item followed.
34

1 **TENTH ORDER OF BUSINESS**

Supervisor Requests

2 The Board discussed an Attorney RFP; and staff was requested to advertise and proceed.

3 Mr. Fitzgerald requested the RFP be sent to Mr. Brian Sykes, who specialized in
4 associations.

5 Mr. Burman asked does he specialize in CDDs?

6 Mr. Fitzgerald responded I don't know.

7 Mr. Daugirda stated I can send him the RFP and he can responded if he is qualified.
8

9 **ELEVENTH ORDER OF BUSINESS**

Public Comments

10 Mr. Burman stated the office is ours and a cleaning crew will be in Monday or Tuesday.

11 Mr. Spiro stated I know the gym users would like to acquire some of the space for the
12 gym.

13 Mr. Burman stated we need to determine how much space our office personnel need. We
14 need to get the two desks out of the clubhouse and into the office.

15 Ms. Castro stated the bigger picture is utilization of the entire Beach Club. If the center is
16 not structural, do we need the fireplace and TV nook? Get rid of the kitchen and make that an
17 office? There are a lot of questions going around.

18 Mr. Spiro asked where does that belong—LAF or Strategic Planning?

19 Ms. Castro responded I don't know.

20 Mr. Fitzgerald stated we are on the cusp of spending \$40,000 on this building. With that
21 in mind, LAF is wondering if we should bring in an architect. Do we want to expand it? Change
22 the inside? Someone needs to do something.

23 Mr. Shaw asked do we have the building plans? The city holds the building plans.

24 Mr. Fitzgerald introduced Ms. Elizabeth Ross. She is a planner on the Strategic Planning
25 Committee.

26 A discussion was held regarding potential improvements to the gym area, office space,
27 Beach Club improvements.

28 Mr. Spiro stated I am also working on the IT group.
29

30 **Proposal from Mr. John Darling**

31 Mr. Fitzgerald stated I am confused as to how this should work. Should this have been
32 placed on the agenda?

1 Mr. Daugirda responded Mr. Darling is presenting a proposal. The Board can take it and
2 discuss it now, defer it until the next meeting, or give it to a committee. It is Board discretion.

3 Ms. Castro asked what do we pay for Mr. Cachon?

4 Mr. Burman responded \$70,000.

5 Mr. Fitzgerald stated one of the reasons why I wanted to re-do the contract, was last year
6 it was very emotional around the contract. I wanted a generic contract so we could determine
7 how Mr. Cachon gets rehired. This is a business.

8 Ms. Castro asked is he in a month to month?

9 Mr. Burman responded he is in a yearly contract, with a 120 day cancellation notice.

10 Mr. Fitzgerald stated that was a large problem. Why would we give a 120-day
11 cancellation.

12 Ms. Castro asked are we going to be negotiating his contract shortly with a negotiation of
13 dropping his salary?

14 Mr. Fitzgerald responded that was a generic contract with a recommended salary of
15 \$62,500.

16 Ms. Castro asked when he attends meetings like this, that is part of his salary?

17 Mr. Burman responded yes.

18 Mr. Daugirda stated he is not an hourly employee.

19 Ms. Castro stated in his current contract he only provides 49 weeks of coverage.

20 Mr. Daugirda stated there are holidays and two weeks vacation.

21 Mr. Darling stated I made the unsolicited proposal. I lived here for 14 years and I have
22 seen much of the changes, and I am very familiar with most of the infrastructure. I knew you
23 were potentially considering the re-evaluation of the Facilities Manager contract. I felt the time
24 was appropriate because of the dollar amount and services provided where it did not need to be
25 an advertised bid. The other reason I wanted to make this proposal is because I think we can do
26 better. This Board and District has a significant responsibility under the Florida Statutes to plan
27 for and finance long term maintenance and operation of this District. It is the sole purpose of this
28 District. One of the things I do not see us doing effectively is planning for the long term. That is
29 a very specific requirement by law to plan those reserves, and I don't believe we are currently
30 doing that. What drove me to make this proposal is that very topic, and we need to give more
31 attention to those long term reserve needs in this District. Much like the Morris Bridge rehab,
32 and paving work. This development is approaching 20 years, and we are now seeing major

1 infrastructure requirements so that we can plan and budget for those. I don't see where we are
2 effectively doing that right now. We need to give more attention to that particular subject.

3 I am a Professional Engineer in the State of Florida. I have significant experience in the
4 whole area of design build, and construction, and in particular maintenance management. I hope
5 you have read the proposal. I have experience as a project principal for the maintenance
6 management over the Florida turnpike of 600 miles of toll roads, and \$4 billion in assets. Their
7 maintenance project is very sophisticated, and is a lot more than what this District needs. Having
8 had that experience, and that background—knowing the types of tools used—I can bring a lot of
9 value to the District.

10 Being a long term resident here, I have a vested interest, just like you. I am paying the
11 assessments, and I am anxious to see that we spend our money wisely and we are spending it
12 where it needs to be spent. Being a resident, I am readily available. I think it will provide a lot
13 more responsive services. I have proposed to do this at a substantial savings to the cost. I had
14 the same reaction when Ms. Castro found that Mr. Cachon's contract went from \$55,000 to
15 \$70,000. I was here when that decision was made and was quite surprised and I didn't think it
16 was warranted. This proposal is not personal. This does not have to do with any individual here.
17 I am not looking to throw anyone under the bus. I simply see there is an opportunity for us to
18 improve the level of professionalism and the quality of services that are being provided in the
19 facilities management area. Having a Registered Professional Engineer providing those services
20 may lessen the need to utilize outside consulting services. There is some bang for the buck here.
21 Our District Manager works with many districts and HOA, and I am sure he will tell you that
22 some of the best performing district are those that have very active professionals in the
23 community that are either on the Board, or heavily professional staffs and consultants to assist
24 them. My intent is to put this in front of you so you can see you have an option, and it may be
25 one that brings significant value to the District. I don't expect you to make a decision tonight. I
26 hope you take this under advisement, maybe put a task force together to review this, or whatever
27 approach you wish to proceed. I just want an idea if this is something you want to entertain or
28 not. I will be happy to answer any questions you may have.

29 Mr. Burman asked did you entertain the idea of hiring an administrator under your
30 company?

31 Mr. Darling responded if the Board wants to consider that, I would be happy to do that
32 and they would be an employee of my company. That brings up another point. I am not sure that

1 these two functions are necessary full time. I know what we are paying for both of these, and
2 probably paying above rate. One of my suggestions is that the administrative position be
3 considered a part time. Even the Facilities Management position I can see as a part time position,
4 and that is something I can do.

5 Mr. Shaw stated the engineering background is a plus, but what we have in place is a 40
6 hour week where the beach club is staffed. How will we ensure that the beach club is open
7 Monday – Friday, 9 am to 5 pm, to handle the bar codes, etc. on a full time bases?

8 Mr. Darling responded if my company is responsible for those functions, we would make
9 that work. The first thing I would ask “Is issuing bar codes a 40 hour a week job or can it be
10 done on Saturdays when the residents are here?” We can look at those functions and decide does
11 the beach club need to be open every day. We can put that the bar codes are issued on Monday,
12 Wednesday and Saturdays in the newsletter.

13 Ms. Castro stated I think the Beach Club should be open 7 days a week.

14 Mr. Fitzgerald stated right now, you are talking about a full time job. The issue on the
15 table is the issue on the table. Mr. Cachon provides a service. I don’t believe this should go to a
16 task force. This is a Board decision.

17 Mr. Burman asked when is Mr. Cachon’s 120 days up?

18 Mr. Shaw responded his contract expires the end of April has a 120 day notice clause in
19 it.

20 Ms. Castro stated notice was given that we were not renewing his contract.

21 Mr. Burman asked when do we have to notify Mr. Cachon that we are not renewing his
22 contract?

23 Ms. Castro responded we did that. He was under the expectation that it would be
24 renewed. In December, we did not renew his contract.

25 Mr. Fitzgerald stated that clause needed to be out of the contract.

26 Mr. Darling stated I have included a draft agreement in my proposal and it is a 30-day
27 notice.

28 Mr. Shaw stated I distinctly remember that the feel is the Beach Club is an amenity for
29 the community, and if it is not open the residents cannot enjoy it. If it is not going to be open
30 Monday through Friday, okay, but that was a big plus.

31 Mr. Darling stated it does not mean it cannot be open. We were talking about bar code
32 issuance.

1 Mr. Shaw stated this was an example that someone can walk in here and get a bar code,
2 or call in and get an answer to a question. The business hours of the District are 9 to 5 at the
3 Beach Club. It is not something that has to be nailed down tonight. It was just a question.

4 Mr. Daugirda stated other District's have a key technical person and key administrative
5 person and lower wage persons to staff it for the weekend.

6 Mr. Darling stated one of the objectives is to engage more of the residents in doing some
7 of these things in my proposal. I am sure I can find a little grandma who would not mind sitting
8 there from 8 to 5 and issue bar codes at a significantly less cost than what we are paying. This is
9 a very strong proposal. The fact that I live here, and have a business. Having a professional
10 engineer available is huge and I am willing to do that.

11 Ms. Castro asked do you not have current contracts or clients?

12 Mr. Darling responded some of my other work requires a fair amount of traveling, and I
13 am trying to reduce that. I work with a number of other outside partners. I would like to stay
14 closer to home. If I can work 40 hours a week here, I would like to; and if it turns into less than
15 40 hours, I can accommodate that. I am not into this for the money, but I do want to be
16 compensated for providing a service.

17 Mr. Burman asked if you are not here, will you provide a person to be here in your stead?

18 Mr. Darling responded yes. Also since I live here, I can be available nights, weekends,
19 and be a lot more responsive than someone who does not live here. If I am not available, I will
20 make sure you have adequate coverage of equally qualified folks.

21 Mr. Burman asked if we decide to substitute someone else for Mr. Cachon, when do we
22 have to notify them?

23 Ms. Castro responded as of today, he is 60+ days.

24 Mr. Burman stated if we decide to seriously entertain Mr. Darling's proposal, what is our
25 time frame to notify Mr. Cachon and Mr. Darling.

26 Mr. Daugirda responded Mr. Cachon's contract expires April 30, which is more than 60
27 days.

28 Ms. Castro stated if Mr. Cachon finds a job sooner, Mr. Darling may be willing to step up
29 sooner.

30 Mr. Darling stated I presented this when I did for the reasons I explained, and considered
31 the timing of Mr. Cachon's contract to put in front of you an option to make this decision
32 between now and April 30. I can do this at any point in time.

1 Mr. Burman asked is an RFP necessary for this?

2 Mr. Daugirda responded no. It is not within the statutory requirements for a formal
3 bidding RFP process.

4 Mr. Darling stated I am not providing professional engineering services, and you are not
5 bound to the CCNA. Any engineering work will be incidental to this and that is why I provided a
6 different fee structure. The proposal is not offering engineering services.

7 Ms. Castro stated you have in your proposal the ability to make some of the minor
8 repairs. Examples are?

9 Mr. Darling responded signage, lighting. We paid Nanak's \$68 to fix a sprinkler. We
10 don't need to pay \$68. I can go to Home Depot, buy the sprinkler and put it on.

11 Ms. Castro asked is that included?

12 Mr. Darling responded minor maintenance stuff I am willing to do if it can be done safely
13 and does not require a licensed contractor. We paid for pressure washing. I have a pressure
14 washer. We could have found someone in the community to do that for us at a cheaper cost.

15 Ms. Castro asked don't we use someone in the community?

16 Mr. Shaw responded he does it for cost plus.

17 Mr. Darling stated I am thinking at the end of the spectrum. My company can hire a high
18 school student to spend the weekend pressure washing. We need to think about doing things like
19 that. I am willing to do light maintenance stuff.

20 Ms. Castro stated Mr. Cachon did some stuff like that.

21 Mr. Darling stated there is a lot of incidental light maintenance stuff, most of which goes
22 to Dave's Home Helper, and I see a lot of that being accomplished by me cheaper. You buy the
23 materials and tools, and we can do it.

24 Mr. Burman asked what is the Board's feeling?

25 Mr. Fitzgerald responded I am in for this. I have looked at this six ways to Sunday and
26 objectively as I can. I understand there is an emotional piece to this.

27 Ms. Castro stated which covers that is giving Mr. Cachon as much notice as possible.

28 Mr. Fitzgerald stated when we started this, the main focus was resident participation, and
29 a sense of ownership.

30 Mr. Burman stated I believe of lot of people bought in here because we thought the
31 developer was staying and he had a sense of ownership.

1 Mr. Darling stated I am not looking to throw Mr. Cachon under the bus. I have worked
2 with him almost on a daily basis. He does a good job given the depth of his experience. I
3 believe we can do better with a resident who pays assessments. This is a business decision, not
4 personal, and you cannot get wrapped up on the compassionate side. You have a fiduciary
5 responsibility in addition to doing what is in the best interest of the district. I think this
6 represents this.

7 Ms. Castro stated this is just for the Field Manager position, not the other.

8 Mr. Burman stated it is and it isn't. One leads to the other.

9 Ms. Castro stated they are two separate things.

10 Mr. Burman stated from my read on certain conversations Ryan may be leaving us in May
11 or June. One of my questions was if we hire Mr. Darling will he hire a replacement for Ryan. If
12 we are going to make a change, make one and not two.

13

14 On MOTION by Mr. Fitzgerald, SECONDED by Ms. Castro, WITH ALL IN FAVOR, the Board
15 approved the John E. Darling, PE Proposal for Facilities Management Services effective May 1,
16 2011.

17

18 Mr. Burman asked will you notify Mr. Cachon?

19 Mr. Daugirda responded yes.

20 Mr. Burman asked will it be a problem for you to start earlier if Mr. Cachon leaves sooner
21 for whatever reason?

22 Mr. Darling responded not at all.

23

24 On MOTION by Mr. Shaw, SECONDED by Ms. Castro, WITH ALL IN FAVOR, the Board
25 approved terminating the Around the House Contract as Field Manager as of April 30, 2011.

26

27 **TWELFTH ORDER OF BUSINESS**

Adjournment

28 After discussion,

29


30 On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the meeting
31 was adjourned.

32

33 **These minutes were prepared in summary format.*

1 *Each person who decides to appeal any decision made by the Board with respect to any matter
2 considered at the meeting is advised that person may need to ensure that a verbatim record of
3 the proceedings is made, including the testimony and evidence upon which such appeal is to be
4 based.

5 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a
6 publicly noticed meeting held on March 16/2011.

7
8
9 
10 _____
11 Signature


12 _____
13 Signature

12 John DAVOIRDA
13 _____
14 Printed Name

David J. Buman
15 _____
16 Printed Name

16 Title:
17 Secretary
18 Assistant Secretary

16 Title:
17 Chairperson
18 Vice Chairperson