

MINUTES OF MEETING
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was held Wednesday, August 26, 2009 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

John Thibault	Vice Chairman
Brenda Griffey	Supervisor
Rose Bock	Supervisor
Edward Randolph	Supervisor
Tracy Hayes	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Jack Magnus	District Engineer
Heather Mickelson	Art of Living Director
Mike Yuro	Property Manager
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Affidavit of Publication

Mr. Oliver stated the next order of business is affidavit of publication. We will be having a public hearing tonight to discuss adoption of the budget. As required by statute, the public hearing was noticed in The St. Augustine Record on August 5 and August 12.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Introduction of Candidates for Open Seats

Mr. Oliver stated the next order of business is organizational matters. At the last meeting we accepted resignations from two supervisors, with regrets. They left under good terms. We subsequently, based on direction from the board, sent out a notice to all the residents in the

community offering them the opportunity to apply for the supervisor position. We received nine responses. One of the candidates, Dave Merritt, withdrew today so we will be considering eight resumes tonight. The resumes were provided to you via e-mail and are also included in your agenda packets. There are two seats to fill. I have discussed this with counsel and after you have had a chance to meet the candidates and have discussions, you will vote to fill the first seat, which is Seat 5, which expires in November 2010. Once you come up with that appointment that supervisor elect will be sworn in so they can participate as a supervisor for the appointment of the second vacancy to be filled. We have one candidate who is applying just for Seat 5. If the candidates are here I will call their name and this will give them a chance to step forward and tell the board why they wish to serve the community as a supervisor. The first candidate is Greg D'Alessio.

Mr. D'Alessio stated I was one of the original families to move into the community. I worked for three years and then retired. I'm here to get involved in the community. I was a Postmaster for a large facility. I worked on a national program for the postal service for efficiently. I worked in maintenance while I was going to college. I have a Master's degree. As a Postmaster I was responsible for supervision of maintenance and building facilities, and installation of a million dollars worth of equipment. What I would like to do is keep our community beautiful and have a nice living environment for everybody that lives here.

Mr. Hayes stated my wife and I have been in the community since January and have both gotten involved. She was elected on the HOA Board, but since I am the Chairman of the CEC we could not have that. When I first came into the community we really got in touch with everybody that was members of the board or the HOA and the management company. We have gotten involved in the community. I would say our actions speak louder than words. From that standpoint, we pretty much wouldn't have a CEC, from what I was told, if I didn't take the position because we were down to two individuals at that point. I came on and took the Chairmanship and have been there for about six months now. I have a college degree. I am in finance right now, obviously mortgage banking, which has been very good this year for us, but my involvement in the community is my passion, just like my passion for the CEC. I'm out around the community two or three times a week biking or walking. I see what's going on and know what's going on from the individual homeowners and obviously what's going on in the

community I am going to take to the board of the CDD. I bring my passion and dedication to keep the community at a level where it's at.

Ms. Bock asked if elected tonight would you continue with covenant enforcement?

Mr. Hayes responded I think covenant enforcement is vital to the community. I ask some of these people that are here that are not elected tonight to volunteer for the CEC. We only have three members and we really need more eyes. I know everyone has a passion for the community because everyone is going to say that tonight, so have the passion for the community and join the CEC to keep the eyes and ears out and to keep things the way they have been. I think we have probably seen some changes, at least from the feedback from the management company. I passed the referral letter from Karen on to the board about the things I have been doing.

Mr. Haber stated when Jim was explaining the procedure he mentioned that you are going to fill that first seat and that person will be sworn in. I don't want you to get the impression that if somebody's not here you can't choose them. They can still be chosen. If they are not here they won't be sworn in and the three of you will choose the next seat without them in place. To the extent the person is here the proper procedure would be to swear them in, but if they are not here they are still eligible to be chosen.

Mr. Miller stated I have been a resident of the community for two and a half years. I have some experience in this. I served on a Homeowner's Association including all the statutory offices. I am a writer and editor and have been covering community development land planning issues for about 15 years and have been most recently the editor of Waters Edge Magazine. I actually am the editor of Waters Edge Magazine as a contractor because that publication is in hiatus with The Times Union. I volunteered simply because if you are a resident in a community like this you need to do your time.

Mr. Randolph stated I have lived in the community for about four and a half years now. I have served on the HOA for a number of years. I want to continue my participation in keeping the community clean and up to par when it comes to esthetics. Currently I am a land manager myself. I have about 10 years experience in land planning and land management and currently am overseeing the Cecil Commerce Center redevelopment effort where I manage a few dozen buildings and about 6,000 acres of property. I feel as if I am well qualified to fill the position here. I'm hoping my experience will allow me to be an efficient and effective board member. I appreciate your consideration.

Mr. Sharpe stated I have lived here just a little over a year. Like the rest of us, I have a passion for the community and look to keep the passion going and to continue to improve our property values in the community as a whole. My main reason for wanting to join the Board of Supervisors is I have a young family, two young kids, and I'm relatively young myself, and I think it's important to have representation for the young families in the community. I don't know the exact demographics, but I have a feeling that predominately the population is young families. That's my interpretation based on observations around the community. That's why I want to be a part of it and I will do a good job.

Mr. Watt stated this is the second time I have volunteered. I remember driving up and Pam was interviewing for the membership director, as well as the Art of Living job, and it was all dirt. All you could see was a big tower. The model homes were starting to go up and you could see the sign for a cemetery. I looked at Pam and said this will never work. It has worked and this is a beautiful neighborhood. I do want to applaud the CDD for recent changes. I have watched and have followed up on things I am not excited about and they have been slow in changing. The attention to detail from the trees to the bushes you can see over when you are driving out of the clubhouse that you couldn't see before. That change is great. This group of people is very well qualified to help out. I was a Commander in the United States Navy. I ran a Navy Exchange and Commissary facility that had over \$56 million worth of retail sales and 600 people. My first job after that I went to the Cabana Club and worked for Arvada. We had 1,100 family members there and made it the Disney Club of beach clubs. It is a young community. I am a realtor and own two homes in this area. I think the demographic here is probably 40 with young kids and a lot of stay at home moms. That is what this community is all about. I've got experience in budgeting, managing, and supervising. I know how to make a place a Disney World if I had the resources to do it.

Mr. Thibault stated you said you own two properties here. Do you live in one of the properties?

Mr. Watt responded yes.

Mr. Oliver stated if you recall, the last time we filled the supervisor vacancy the sitting board, the members who are still on the board, will make a nomination, it is seconded, and then goes to a vote. If a nomination does not have a second that motion dies and you go on to another nomination.

B. Consideration of Appointment to Fill Unexpired Terms of Office

1. Seat 5 (11/2010)

2. Seat 2 (11/2012)

Mr. Thibault stated like last time, I will lead the nominations. Previously I nominated Edward Randolph. This is the second time he has come to the board and volunteered. With his experience and working in the Jacksonville's Mayor's Office and their commerce, economic development committee, he seems to understand government pyramid and how the government is run. At this time I would like to nominate Edward Randolph.

On MOTION by Mr. Thibault seconded by Ms. Griffey with all in favor the nomination of Edward Randolph to fill the unexpired term of office for Seat 5 was approved.

C. Oath of Office for Newly Appointed Supervisors

Mr. Oliver, being a Notary Public for the State of Florida, administered the Oath of Office to Mr. Randolph and a copy of the signed oath is attached hereto and made a part of the public record.

Mr. Oliver asked Mr. Miller did you note you were just interested in Seat 5 or are you interested in both seats?

Mr. Miller responded that was me, but if they want to consider me for Seat 2 I would stand for it.

Ms. Bock stated I would like to nominate Tracy Hayes.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the nomination of Tracy Hayes to fill the unexpired term of office for Seat 2 was approved.

Mr. Oliver, being a Notary Public for the State of Florida, administered the Oath of Office to Mr. Hayes and a copy of the signed oath is attached hereto and made a part of the public record.

Mr. Oliver stated I have some documents for you. One is a frequently asked questions and answers for Community Development Districts, a copy of Chapter 190 of the Florida Statutes, which is a governing document for CDDs, a copy of the Sunshine Amendment from the

Florida Commission of Ethics, a Form 1, which you will need to complete within the 30 days and provide to the Supervisor of Elections, a Form W-4, and a Form 1-9.

Mr. Haber stated Jim just passed out a number of documents to you. The governing chapter for Community Development Districts is Chapter 190, Florida Statutes. That governs the manner in which the district operates. The next most specific rules governing the district are the adopted Rules of Procedure. That wasn't included in that package, but that is something you can get from Jim. Some of the things we like to make sure you know, to make sure we aren't running into any troubles, are that you are now a part of a unit of government. As such, you are required to comply with the Sunshine Law, which in Florida means all conversations or communications, whether in writing or oral, that you have with other board members about issues that may come before the board need to be in a publically noticed meeting. The covenant enforcement that you work on is unrelated to the CDD. You can have conversations with the other board members regarding the enforcement of the covenants, generally speaking. If you think there's any issue that may come close to a CDD issue, which is going to be more maintenance of this facility, stormwater ponds, or maintenance of the roads, I don't know your covenants, but if you think there's not a clear line, give Jim's office a call or give me a call and we can let you know whether we are comfortable with you discussing that with another board member. Generally speaking, I think you are going to be safe. You are going to get e-mails from Jim's office, my office less frequently, but you will get e-mails every now and then. We try, on the top of those e-mails, to put board members please do not reply to all. Even if it's an e-mail trying to determine whether we are going to have a quorum for a meeting and you reply to all and say yes and that goes to another board member that arguably can be considered a communication outside the sunshine and in violation of the law. You want to be extra careful you are not communicating regarding CDD business. I think Jim also gave you a copy of Chapter 112. That's the Code of Ethics for units of government. Really what you want to be careful of there is conflicts of interest issues. This district most recently faced that when we considered Mike Yuro's contract. The law provides that if you are going to be making a decision that would impact you in your private life, for example, in Mike's situation he sat on the board, he wanted to provide services to the board, it would have been inappropriate for Mike to participate in the vote as to whether the board should hire his company. He declared a conflict and we dealt with that in that manner. You have to be careful that decisions you are making

aren't going to impact your job or benefit you in some way that would be inappropriate. Again, if you have any inkling that may be the case, you can give me a call or give Jim a call. We are also looking out for those issues, as well. When we see the proposals that are coming up and we think there may be issues we identify those issues for you. In addition to your communications, the actual documents you get are public record. We commonly recommend if you are going to hold on to the documents that you store them in a separate file or box rather than putting them with your private documents. To the extent there's a public records request someone could at least try and make an argument that because they were co-mingled the private documents are now public record. We recommend you either store them separately or just throw them away. Jim's office has all the documents you are going to be receiving and you can always just ask him to e-mail any particular document you are looking for. Give them back to Jim at the end of the meeting, don't hold on to them, but if you are going to hold on to CDD stuff file it separately. The Form 1 you are going to be filing is a financial disclosure. The title of that form sometimes scares people. You are not disclosing any amounts, you are disclosing sources and really that goes to the conflict of interest issue. They want to have a record of where you work and where your income is coming from so that way the state is able to govern if you are looking to do business with yourself in your capacity as a public officer. They are looking for sources of income, not amounts. If you have any questions regarding filling out that form, again call either one of our offices. There are a lot of issues that come up. That is a quick summary. Always feel free to give us a call.

D. Consideration of Resolution 2009-05, Election of Officers

Mr. Oliver stated with Mike Yuro's resignation the position of Chairman became vacant. Do we have any nominations for a supervisor to serve as Chairman?

Mr. Thibault responded I would like to nominate Rose Bock.

On MOTION by Mr. Thibault seconded by Ms. Griffey with all in favor the nomination of Rose Bock to serve as Chairman was approved.
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Mr. Oliver stated the next position is Vice Chairman. John Thibault is serving as Vice Chairman right now. It would be appropriate to have a motion if you wish to retain him as Vice Chairman.

On MOTION by Ms. Bock seconded by Ms. Griffey with all in favor the nomination of John Thibault to serve as Vice Chairman was approved.

Mr. Oliver stated I have been serving as District Secretary. It allows me to execute documents on behalf of the district, as well as administrative matters. I would ask for someone to nominate me as secretary.

On MOTION by Ms. Bock seconded by Ms. Griffey with all in favor the nomination of Jim Oliver to serve as District Secretary was approved.

Mr. Oliver stated James Perry is a CPA with GMS. He serves as Treasurer for the district. Patti Powers, an accountant, services as Assistant Treasurer, and I serve as Assistant Treasurer. The balance of the board typically serve as Assistant Secretaries. This allows them to execute documents on behalf of the district. In addition, Dave deNagy and James Perry would serve as Assistant Secretaries. I look for a motion to adopt Resolution 2009-05 with the changes of Rose Bock as Chairman and John Thibault as Vice Chairman and the other changes I mentioned.

On MOTION by Ms. Griffey seconded by Mr. Thibault with all in favor Resolution 2009-05, Election of Officers was adopted.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the July 22, 2009 Meeting

Mr. Oliver stated the next order of business is approval of the meeting minutes of July 22, 2009. Rose has provided me with some revisions. Are there any other corrections or comments regarding the minutes? If not, is there a motion for approval of the minutes, as revised?

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the minutes of the July 22, 2009 meeting were approved, as revised.

FIFTH ORDER OF BUSINESS

Public Hearing Adopting the Budget for Fiscal Year 2010

Mr. Oliver stated the next order of business is the public hearing adopting the budget for Fiscal Year 2010. As I mentioned during Item II, the public hearing was noticed in the St. Augustine Record on August 5 and August 12, as required by statute. The proposed budget was presented to the board in May of this year. They approved a proposed budget. Over the last 90 days that budget has been refined. There was discussion of the budget at the July meeting. What we have before you tonight is the budget for adoption. There have been two changes that resulted from the change in operations management and those were reflected in the appropriate line items. The assessments are projected to remain level this year with any excess going to reserves for capital projects in the future. Does the board have any comments or discussion about the budget?

Mr. Thibault responded it looks like the landscape maintenance is dropping by about \$65,000 from the adopted budget 09/10. Is that a result of the actual?

Mr. Oliver responded subsequent to adoption of FY09 budget, District went through the RFP process and changed from Turfection to Down to Earth and the district realized a significant savings. Can I have a motion to open the public hearing?

On MOTION by Mr. Thibault seconded by Ms. Bock with all in favor the public hearing was opened.

Mr. Oliver asked are there any comments on the budget? Can I have a motion to close the public hearing?

On MOTION by Ms. Bock seconded by Ms. Griffey with all in favor the public hearing was closed.

A. Consideration of Resolution 2009-06, Relating to Annual Appropriations and Adopting Budget for Fiscal Year 2010

Mr. Haber stated you are obligated by Chapter 190 to adopt the budget by resolution. In Section 2, appropriations, you see some blanks. The total general fund is the fund that this board probably spent the most time going through going over the various line items, landscape, security, etc. and that changes from year to year. The next line item is the debt service fund

Series 2006. That is the amounts the district needs to pay to the bondholders to service its bonds. That is a set amount and is going to stay constant for the term of the bond. The total of all funds is just the sum of those blanks. Those amounts were in the budget you just reviewed in the public hearing. This resolution adopts the budget and appropriates those funds to each of those budgets, your general budget, which is your operations and maintenance, and your debt service fund budget, which pays for your debt service on the bonds.

Mr. Oliver asked if there are no questions, can we have a motion to adopt Resolution 2009-06, adopting the budget for Fiscal Year 2010?

On MOTION by Mr. Thibault seconded by Ms. Griffey with all in favor Resolution 2009-06 was adopted.

B. Consideration of Resolution 2009-07, Imposing Special Assessments and Certifying an Assessment Roll

Mr. Haber stated this resolution serves two purposes. You just adopted a budget for your general fund. This resolution imposes an assessment to secure the funds you will need to continue to operate. It also certifies those assessments to the tax collector so they will be included on the tax bill that the county sends out. In addition to imposing an assessment, it also certifies the already levied assessments for the debt service. By way of background, on an annual basis you impose an assessment for O&M, which can vary, and on an annual basis you certify, but not impose, but certify for collection the previously imposed assessments for the debt service. By your adoption of this resolution you are imposing a lien for the general fund and you are certifying for collection both assessments to the county for collection.

On MOTION by Ms. Griffey seconded by Mr. Thibault with all in favor Resolution 2009-07 was adopted.

SIXTH ORDER OF BUSINESS

Ratification of Agreements

A. Yuro & Associates, LLC, for Contract Administration, Field Management, And Repair and Maintenance Services

Mr. Oliver stated there were two agreements that were approved at the last board meeting with counsel given direction to put them in the proper form of agreement. They were subsequently executed. One agreement is with Yuro & Associates for contract administration, field management, and repair and maintenance services, a copy of which is in your agenda package. The Vice Chairman executed that agreement so the new vendor could start August 1. We brought this back before the board for ratification.

Mr. Haber stated in between your last meeting and this meeting I drafted that agreement and worked with Mike to put together the exhibit, which prescribes his obligations and responsibilities under the contract and then worked with Mike, John, and Jim to get the agreement executed. By ratifying you would just be saying yes, we are okay with the agreement in its current form. You also have the option of asking any questions about the agreement and to the extent you didn't ratify, we would be looking at what we want to do with respect to that agreement and the services being provided.

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor the agreement with Yuro & Associates, LLC. for contract administration, field management, and repair and maintenance services was ratified.

B. Mr. Clean of Jax, for Janitorial Services

Mr. Oliver stated the next item is ratification of agreement with Mr. Clean of Jax for janitorial services. We had the same direction from the board to enter into a contract with them. After counsel prepared the agreement it was reviewed and executed by the Vice Chairman and we have brought it back for ratification.

Ms. Bock asked Wes, can you explain the exemption on the worker's comp?

Mr. Haber responded they do not have any employees so they don't have an obligation for worker's compensation insurance. To the extent that they hire employees that will change and they will need to provide us with a certificate of that insurance. It's a sole proprietorship and it's the two owners that provide the services.

On MOTION by Ms. Bock seconded by Ms. Griffey with all in favor the agreement with Mr. Clean of Jax for janitorial services was ratified.

Mr. Randolph asked are these all new vendors? Is that why we are handling them separate from the overall budget?

Mr. Oliver responded although this is incorporated into the budget, there were some changes made at the last meeting and because of the timing issue between meetings we wanted to go ahead and get these agreements in place.

C. Rick Arsenault, for Slide Pump Repair and Installation

Mr. Oliver stated the next item is ratification of an invoice from Rick Arsenault for slide pump repair and installation. A copy of that is included in your agenda package. It is for a total of \$1,775. When this came to light, the Vice Chairman, Mike Yuro, and I discussed this and felt it was best to have this pump fixed immediately so the slide would be available to the children at the swimming pool. We are asking that be ratified because it did exceed the \$1,000 spending authority.

Ms. Griffey asked what part of the budget does this come out of?

Mr. Oliver responded I don't know if the accountant took it out of pool maintenance or out of contingency. There were ample funds.

On MOTION by Ms. Griffey seconded by Mr. Rudolph with all in favor the invoice from Rick Arsenault for slide pump repair and installation in the amount of \$1,775 was ratified.

SEVENTH ORDER OF BUSINESS

Discussion of Tennis Program

Mr. Oliver stated the next item is discussion of tennis program. You have included in your agenda package a quick facts tennis sheet that was provided by Dede Allen. She is here to address the board, as well as answer any questions.

Ms. Allen stated QuickStart Tennis is to tennis as T-Ball is to baseball. Tennis is only 25 years behind the other countries in USTA having small courts, small racquets, bigger balls, and soccer balls for the kids to learn on. When I teach the eight and under, basically the courts are set up sideways so the outside doubles line is their baseline and they hit over a shorter net with a foam ball or a red felt ball, which is equivalent. That's not an issue to set up normally. The 10 and unders they switch the court around and if you look at the bottom right hand corner you can see that the baseline is a different color blue and they would paint permanent lines on the court.

This has been approved by the USTA to host national championships, sectional championships, and regional championships on courts that have these lines. The only people that can't use a court that have these lines are NCAA events and professional events. Other than that it's been approved all the way up the board with the USTA. The lines would be nine feet. Actually, it's halfway between the baseline and the service line on a 60' foot court and three feet inside the adult singles line is their singles line. The adult singles line would be their doubles line. I am a trainer for the USTA at the recreational coach level and a national QuickStart trainer. This is a brand new program and I would like to get it here. There's a possibility if it's approved to get some grant money to help offset the lines. They run between \$300 and \$500 per court, but we could possibly get a grant back from USTA if this gets approved. The community is so overwhelmingly kids oriented that this would meet the needs of probably our biggest population, which are the kids, and let them develop correctly through using the right racquets and balls and size of court. They help them be consistent with scoring just like you would with T-ball or any other sport.

Ms. Griffey stated you talked about shorter nets. Does that mean you have to get special nets?

Ms. Allen responded I already have the nets. I set them up every time we have practice. They are two feet nine inches tall. They are very lightweight and sort of bungee corded together. You set them up on the court and take them down after that age group is over.

Mr. Hayes asked how many courts do you think would be necessary to get this started? Are you thinking about painting all the courts or just a couple to get started and see where this goes?

Ms. Allen responded the format for the 10 and under is two singles and two doubles. To be able to host any kind of event we need to have four. We could start with two and see how it goes, but in order to play the doubles it would take all night long to just be able to use the two courts.

Mr. Hayes asked where else are they holding competitions?

Ms. Allen responded this is the first time we have ever had a QuickStart league. We host Treaty Parks, San Jose Country Club, and a Mandarin High School program. There's a huge presentation that's available if you wanted. A lot of the public facilities throughout the country are adding this type of court to their programs. A lot of the people haven't even noticed the

lines. If you get used to it it's not a problem. The kids would focus on, not a bright white line, but a dark blue line. It would blend in and the adults probably wouldn't even see it.

Mr. Thibault asked how do you get these portable nets stationary?

Ms. Allen responded you don't. The portable nets aren't a problem. When they are playing in a tournament they use the net that's already out there.

Mr. Thibault asked how do you get them to be stretched and solid? Do we have to have holes drilled in the ground for the nets to go in?

Ms. Allen responded the older groups use the regular net. The eight and unders use the bungee cord and they are not permanent. The nets I use I purchased through the USTA.

Mr. Thibault stated I understand the majority of the population of the community are children, but are a majority of the tennis players children? What I'm afraid of is if we are only one of three areas that have these special lines every single weekend we might be hosting an event.

Ms. Allen stated no, you wouldn't.

Mr. Thibault stated that's what's happened with the Swim Team that comes over from the high school. We host events here and people start complaining that they don't get to use the pool because we are hosting swim meets.

Ms. Allen stated it wouldn't be any different than the women's leagues. They have three seasons for the 10 and under. They would have a match either every Friday or every other Friday at 4:30 before the adults get home. Any event you would want to have would have to be approved by the board and the sanction.

Mr. Thibault stated I have never seen an event come across our board for anything that happens in this community like tennis or swimming. Those events don't come to us and we don't approve them. We approve something like this to happen and the next thing you know we are flooded with complaints from the community. I'm a little apprehensive about putting permanent lines on our court. Is there a special painter that has to put these lines and when we have to have the courts resurfaced do we have to have two different painters come in later to paint the lines? There are all of these other things we have to look at going forward.

Ms. Allen stated whoever would do that we would make sure they understood they have to have the QuickStart lines. They use a special machine to put the lines down.

Ms. Griffey asked did you get the same e-mail I got? There are some people that have heard about it and have concerns about not wanting the lines painted. There has already been some word and there are people in the community who already do not want this to happen.

Mr. Thibault stated people who are in the local leagues, the adult leagues, are saying it might create some issues with their league qualifications.

Ms. Allen stated I have e-mailed a copy of this presentation to the league Chairman. Lori is the Captain for the C Team.

A Resident (Lori) stated I can speak as the C Division Chair that I know that no one on my team is complaining. This is a community tennis court. We are not pro tennis players and even if it was on one of those courts, it's acceptable on those courts. I really don't see the issue people would have with having more of a shadowy type line in certain places. When you are playing tennis you are focusing on your lines. It's similar to if you are like a basketball court and there are lines for volleyball and lines for basketball and you have all these lines everywhere. You are paying attention to your lines. If there are people that have issues, I don't know if they are going to play the US Open.

Ms. Griffey stated these are tennis people and they wish to remain anonymous and they do not wish to have the lines. I know that \$1,200 to \$2,000 doesn't seem like a lot of money, but we talked about putting money aside for certain things that already needed to be done. We have a whole list of things that are going to need to be repaired.

Mr. Hayes asked what is the potential from the standpoint of generating revenue? I'm sure they all pay something to participate.

Ms. Allen responded when you run a tournament there's always costs to it, but they pay an entry fee. The entry fee would basically cover any fees you would encompass with balls or supplies. I don't really anticipate any tournaments other than the kid's leagues. If it got to be huge then that would be another issue. We are doing competitions currently. When they come we just put down tape on the courts. There's no issue with what we have had so far as far as the timeframe the kids are taken, they have camps during the week, they have their little tournaments when people are still at work, and all we are asking is instead of us having to go out and tape them every single time, it's not going to change the number of tournaments that are coming here. That's just going to be as is.

Mr. Hayes stated when I drive by the courts they aren't being used. They are being used, but not to capacity. I remember growing up you had to wait 45 minutes to an hour to get on a court. We don't have those problems here. We are not utilizing the facilities to their fullest. We can turn to the youngsters, who hopefully can take on the sport and grow it to where the courts are busy all the time; I think that's advantageous for the community.

Ms. Bock asked how many people are in your tennis leagues?

Ms. Allen responded our first season we had seven kids on the team.

Ms. Bock stated I'm talking about the adults, the ones who are saying they are not in favor of it. Here's the C Team, is there an A and a B?

Ms. Allen responded there's a B Gold and I think that's the group that probably has a little bit of an issue. I think there's probably a total of 40 women on the three teams.

A Resident stated I'm on the C Team. I think it's a phenomenal idea. My kids have taken the program with Dede and I think it's a great program. I would really like for them to be more involved and I think if they would start at that level they would progress that much more.

Ms. Bock asked do we make any income from your lessons? This is your business, right.

Ms. Allen responded right. I supply all the balls, the equipment, and the nets; that comes out of my pocket.

Ms. Bock stated I don't feel comfortable okaying it until I have a chance to talk to the people.

Ms. Griffey stated we received an e-mail and there are some people who have an issue. I'm not saying can it, but maybe wait until we hear more back from other people in the community like we have other items.

A Resident stated I understand I'm just curious as to what would be the next step. Would you call those people and we would have a debate?

Mr. Hayes responded I think those people need to show up at the next meeting if they want to say something about it.

Mr. Yuro stated maybe if the community put a notice out so everybody understands what issue is coming up. The next meeting is only a month away.

Mr. Thibault stated you said the B Gold probably has a couple of people that have a problem with this, right?

Ms. Allen stated it seems the B Gold has the older parents where their kids are past that age group and the B Silver are the younger parents.

A Resident stated I still don't understand why they would even be against it. It's not a court just for them. It's a community court and it's not hindering their play. I don't understand.

Mr. Thibault stated when the e-mail came through it implied there would be problems with their league play.

Ms. Allen stated I e-mailed the league Chairman and sent her a copy of this and explained what the rules were as far as it's acceptable at the national championship level, sectional championship level, all levels of play at the USTA and I never heard back from her.

Mr. Thibault stated if we could get a response from the league Chairman saying these would not affect the league play then we could post it on the e-mail blast that says all you people who are interested in tennis here's the official response from the league, do you still oppose it.

Ms. Bock stated if they want to be heard they should come to the meeting.

A Resident asked would it help if we got the roster together of everyone who plays within the league and then you could see from everyone how they feel on an individual basis?

Ms. Allen stated the women's teams are the ones that probably use the courts the most.

Ms. Bock asked you mean like get everyone to sign yes or no?

A Resident responded yes.

Ms. Bock stated I think the problem is some of these people who are opposed don't feel comfortable going public with opposing something like this.

A Resident stated if you have 40 women and you have 35 say they are okay with it and five say they are against it, where would you guys stand?

Ms. Griffey responded other people in the development who aren't on a league may have an opinion. Their views need to be taken into account, also.

Mr. Hayes stated the participants are all members of the community, right? We are not bringing people from Cimarron over here to play tennis.

A Resident asked do you have to be a member of this community to be in this program?

Ms. Allen responded I don't think we have a rule against it, but our kids are all from here.

A Resident stated I think that was part of John's thinking. Are we going to become a magnet?

Mr. Thibault stated we do have a rule against it.

A Resident stated I'm all for kid's programs. I sat here a year ago or 15 months ago and we had another discussion about the tennis program and everybody was for it, but the issue was that there wasn't a big participation. When we talk about the Stingrays they have a very big program, they pay for whatever they need out here. Someone told me there were 30, 40, 50 kids in these programs of various ages.

Ms. Allen stated this is the first year we have ever had a team for the kids. You can't have a lot of kids or nobody would get to play.

A Resident stated I think we have to build a program and then build on top of the program.

Ms. Allen stated that's just the team. That's not the after-school practices. I don't know of any kids that are outside of our neighborhood that participate.

Mr. Hayes stated you don't have any restrictions of people that are outside the neighborhood joining your particular program.

Mr. Haber stated the CDD has rules that the CDD facilities are for residents and there may be guests allowed, but they are pretty specific rules regarding the manner in which the CDD's facilities can be used. It's easy here because there's a gate, but the same rules apply to the other facilities. If somebody who doesn't live within the community wants to use those facilities they should be what's called a paid user and there's the ability to do that. Strictly speaking, if there is a child that wants to participate in the program that doesn't live in the community then their parents should be looking to become a paid user so they could participate in the program. That's the rule they would need to follow.

Mr. Hayes stated I'm worried about the proliferation, something that the swim meets are getting out of control. I agree partly, but I don't want this to become the hub of tennis activity and on the weekends the courts being filled. If I want to come up here on the weekend and play tennis with my wife I don't want to be barred from doing that because of a tournament that's taking place, especially with non-residents.

Ms. Allen stated the only non-residents that are allowed is when they play in a match they bring the outsiders in so they have somebody to play against, but they are not on our team.

Mr. Hayes asked can we put something in place that states that individuals participating in camps or whatever are residents?

Mr. Haber responded that should be the case.

Ms. Allen stated the kids are all residents. I have never had an issue with that.

Ms. Bock stated we need to do an e-mail blast. We will get with Heather and word it so we aren't leading the audience to one answer or the other. We'll have to wait another month.

Ms. Allen stated that's fine. I appreciate your time. Tennis isn't today what it was when we were growing up. It's more active.

Mr. Haber asked does the board want to designate someone to work with Heather? If you are all calling here she can't then poll you to say is this okay. One of you should probably be designated with the authority to put together what the e-mail blast will say if you are concerned about the language. I think you need to designate one person; otherwise you are going to run into issues of not all agreeing with one another with what it says.

Ms. Bock stated I will volunteer.

EIGHTH ORDER OF BUSINESS

Discussion of the Widening of CR 210

Mr. Yuro stated St. Johns County has hired Prosser Hallock, an engineering firm, to design roadway improvements for County Road 210. The improvements are going to be six laning County Road 210 from I95 through our intersection and then beyond our intersection heading west it would taper back down to the existing four lanes until sometime in the future when that portion needs to be widened. The date for this is 2013, that's the current schedule, so it's not anything that's happening right away. Our front pond where our sign is collects stormdrainage from our Leo Maguire entry road, which is a county road, as well as County Road 210 when it was widened to four lanes. The CDD owns the pond and there are wetlands and conversation that surround it. What the county would like is permission from the board to expand that pond by about a half an acre. What you see here are two potential options of what it might look like. If the board so chooses, they can make it any shape they would like, but two quick options one you can see creates an island where the current sign is and the other one just expands the back of the pond a little bit more. The county is not looking to buy the right-of-way. I asked them about purchasing from us an easement. They started to talk about they would give us the appraised price the way the public does it, but the county engineer quickly said they don't have any money budgeted for purchases. They are looking to the CDD to basically grant them the right to do this work. The work would be starting a couple of years out. One other thing about the pond, which was a bit of concern for me, was initially they think the current water

elevation of the pond would have to be lowered about a foot. I told them as a resident that was concern to me because that's going to start getting to where the bottom of the sign is getting exposed and the bottom of the brick. They also said any modifications that might be necessary they would be willing to accommodate. If we end up saying we will work with them there are going to be a lot of details to work out as far as easements and conservation easements and modifying the existing permit and all of that. What they would like to know from the board, potentially by September, is if the board is at least willing to consider it. The county engineer offered to come to the meeting in September to answer any specific questions. I talked to Edward Frye at The Water Management District, who is the engineer and reviewer, and he said all the drainage systems currently go to this pond so it just makes sense that if you are going to expand the road this pond get expanded if possible and then you aren't redoing a whole bunch of drainage pipe and finding a new pond location. There is currently an emergency overflow pump in that pond that will pump the water under Leo Maguire Road if necessary. They are thinking that by their expansion and by adding volume to this pond it may require a second pump, which they would pay for. All the other maintenance items would stay the same. I quickly put back to them if they were going to put in a second pond how about they take over maintenance of the first pond. There may be some things the board can get back out of the county as bargaining. The county is not looking to purchase anything, but to the extent the board feels like we are certainly helping them out, maybe they can help us out, certainly if there's a second pump going in it would be my recommendation they take over both pumps in case anything happens. I don't expect the neighborhood to be responsible for a second pump. Maybe there's opportunities to go back and ask if they will take over paying the light bill. There may be some opportunities to come back and have them work with us because certainly expanding a pond at no right-of-way dollars is a whole lot cheaper than any other option. All that being said, if they determine this is the only viable option, then they could come back through eminent domain and say here's your appraised value, this is what you are going to get, we are going to expand the pond. The county would be the permittee so any new requirements would not be obligated to the CDD. Anything that would have to be done they would handle. The only thing the CDD would need to get involved with is our current conservation easements that are not to be disturbed. Those would have to be modified to be disturbed to expand the pond. Right now I'm not sure if those conservation easements are in the name of the original developer or in the name of the CDD. If

they are in the name of the CDD the CDD may need to get involved to help whatever paperwork needs to happen.

Mr. Haber stated if they are in the name of the original developer, but the property was conveyed to the CDD, then in all likelihood it ran with the land and we would be the party responsible under the easement. I think regardless of whether the conservation easements are there or not, I think it sounds like for the CDD to do it's due diligence in this and to make a determination of whether it's a right decision for the district, there would probably be work on my end and if I had to guess there would probably be work on Jack's end. From my perspective you are doing the county a favor. You could force them, if they decided that this was their only option, to go through eminent domain and they would have to pay for it. I feel comfortable, if you are willing to donate the property, that you don't put yourself out in any other way, in other words, what would probably need to happen is some sort of an agreement, what's called an Interlocal Agreement, which is an agreement between two governmental entities establishing the rights and obligations of each party and the liabilities of each party, and to the extent that I would need to do work to negotiate that agreement, draft that agreement, review that agreement, or Jack would need to do work to determine what impacts this may have from an engineering impact on the district's improvement plan, that upfront we have the county agree they would pay for the district's costs associated with that work. You are doing it strictly for their benefit. I would be doing the work for the district's benefit, but the only reason you would be asking me to do it is to accommodate the county. If you are going to be donating the property they would otherwise need to buy from you I think you have a strong position to say everything else is going to have to be on you guys. We are already giving you the property for free; we don't want to be spending money. You just adopted your budget and you didn't budget for any of this.

Mr. Yuro stated I told the county I would bring it to the board and assuming the board just absolutely was against it, maybe the board decides we don't want any disturbance up there, but if that wasn't the case I told them at a minimum my recommendation would be to turn over whatever information they currently have to our engineer, who is also the engineer who designed the neighborhood, and get some input from our engineer. I don't think we should be paying for that.

Mr. Hayes asked Wes, would you recommend saddling the county with the perpetual maintenance of the entire pond?

Mr. Haber responded right now we maintain it. That's one of the things we could negotiate. If they are going to be putting in another pump, by Bill of Sale or otherwise put that pump in our possession, then if the pump breaks down it's going to become our responsibility. The way I look at it is when all is said and done the district shouldn't have any additional burden it doesn't already have. This can get complicated, but if in the Interlocal Agreement you do, by a percentage basis, the amount of square feet that's in this pond and then do a proportionate cost share for the maintenance. Obviously, we already maintain it to some extent, so if that increases our cost of maintenance then we can share that.

Mr. Yuro stated I would not encourage the board to try and put the maintenance on the county because there's a lot of dollars in our entry sign. The county will not maintain it but once every six months.

Mr. Haber stated some sort of cost share arrangement where we are billing them on an annual basis.

Mr. Yuro stated anything particular like a pump, something that could be a big ticket item, my recommendation would be to put that all back on the county.

Ms. Bock asked did they put anything in writing or just call you up?

Mr. Yuro responded I was passed the name from Jim. They called Jim to inquire. I went and had a meeting with them last Wednesday. In the meeting were folks from the right-of-way department, the assistant county engineer, and folks from Prosser Hallock, the current designer. The design is about at 60%, which is where you typically try and lock down your pond design and your drainage design. I don't know how long they have been thinking about this, but now they are saying they would like to have a go or no go decision from us by September, not have all the pieces and parts of any type of agreement necessarily in place, but at least know enough to know if they are going to be able to move forward with the design of this pond or if they need to focus elsewhere.

Ms. Bock stated we are not really giving them property; we are letting them come in and change the shape of our pond.

Mr. Yuro stated correct. They would not be looking to buy property they would be looking to acquire an easement over our property, which would give them rights to reshape our pond.

Mr. Thibault stated we are losing property because there is going to be an additional lane that looks like it's going to completely take out our front.

Ms. Griffey stated that's already in the existing right-of-way.

Mr. Thibault stated we are going to completely lose that ornamental look because when they cut that off there's not going to be enough room between the pond and the road to do anything.

Mr. Yuro stated that would be another negation that we come back to them if you use this pond then they are going to have to redo the curb return and the radius and we could put that back as a requirement that they need to do something with the landscaping to give us equal to what we had. I did double check and the right-of-way that they would need from our side of 210 is already in their possession so they would not need to come on our property.

Mr. Hayes asked is any of this jurisdiction wetlands?

Mr. Yuro responded yes. I think a good portion, I'm not sure if it's all, but a good portion of the area they are looking to disturb is a jurisdictional wetland, which is why it's also under conservation easements. All of the mitigation requirements and the payments for that they would be taking care of is what they said.

Mr. Thibault asked the conservation easements are these designated by the county or state?

Mr. Yuro responded the state, The Water Management District. It's a conservation easement that's recorded and I think The Water Management District is put on the document as owner or a beneficiary.

Mr. Haber stated the ones I have seen are a grantor/grantee relationship, the owner of the property being the grantor and the grantee being the beneficiary of the easement and the rights.

Mr. Thibault stated we could say yes and then the state could say no.

Mr. Yuro stated it's possible. Based on my conversation, I think the county is probably going to have some hoops to jump through as far as conservation easements and wetland impacts. My conversation leads me to believe they think this is probably the most obvious choice and whether there's a viable alternative along 210, I'm not even sure there is. It would not surprise me if the board decided no, we don't want to play, that sometime down the road they are coming back to us from a legal standpoint saying we are going to take it and here's what you

get. At that point I don't know if you lose bargaining for maintenance or landscape or whatever else.

Mr. Hayes stated the district would probably want to disturb this because it's already disturbed around as opposed to digging a whole new pond.

Mr. Yuro stated if you need a half an acre of volume for a pond it's certainly much more efficient to expand a pond. It would take you at least twice as much land because of the slopes. To get that same volume in a brand new pond it would take at least twice as much land. It's a lot more efficient. It minimizes any impact. It's another reason why I'm sure they are hoping this is a viable option. The other thing the county wanted me to stress is if there's a certain shape that we think would enhance our front entrance they are certainly willing to work with anything like that. I got the impression that if the signs needed to be redone as far as the facing of the brick to ensure everything is going to look consistent and how we are expecting it to look even with the lower level of the water, I got the impression those are all things they are very willing to work with. Again, there would be a lot of details to work out. They are asking can we at least work with you on it. They are very much willing to come to the next meeting. I suggested they not come to this meeting because you hadn't had a chance to look at it yet, but that you might want them to come to the next meeting because you will formulate some questions between now and September.

Ms. Bock stated that's what I would like to do. Do you all agree?

Mr. Yuro responded I will call the assistant engineer and let him know you are at least open to discussion, but you would like him and his engineer to show up at the next meeting to answer any questions you might have.

NINTH ORDER OF BUSINESS

Discussion of District Agreements for Maintenance Services

Mr. Yuro stated in the three weeks I have been under contract I have spent a lot of time looking at current contracts and services we are getting. First of all, most of our current contracts expire in September. Lake Doctors has been renewed for the upcoming year, but I don't think any others have been renewed. I think it's probably a good idea to either entertain bids from other vendors or at least fine tune some of the scope we have. Part of the reason I have come to that conclusion is it seems to me there's a lot of overlap. One example is the pool. We have a maintenance company maintaining the pool, we have lifeguards who also perform some

light duty maintenance during the swim season and test the chemicals, and the maintenance company also tests the chemicals, so there's opportunities for some finger pointing if everything is not getting done just right. I'm looking into these contracts and there are two that are coming up that I think are going to need attention at the next board meeting, that being Giddens Security and the pool maintenance. Those both expire and I think the board wants to make sure we don't have a lapse in service. What I intend on doing is securing some proposals from our current vendors and also looking at other vendors that want to bid on it and bring a recommendation back for the board to consider at the next meeting. Some of the other contracts we have are not as urgent. For example the lifeguards, their contract expires in September, but we don't typically pick up with them again until April. DTE is under contract until the end of November. I will bring more information back for the board to consider at the next meeting.

Mr. Hayes asked in regards to sub-contractors and contractors is there something stated that we have to go through a bid process or we can extend their contract or within their contract does it state you are allowed extensions of one year periods for the next five years or how is that structured?

Mr. Haber responded generally speaking, we try and include in the contracts themselves whether they are subject to renewal or not. Quite frankly, even if that provision isn't included in the agreement, if it's the type of service where you are not obligated, if you are below a threshold required by law to publicly bid it, then you are at your discretion. We always recommend, because you are a public body being paid for through the assessments in the community, that if a contract expires and you think there's opportunity to get a better price or better service to ask your district staff to get additional bids and whether you are required to under law or not competitively bid it.

Mr. Hayes asked what's the threshold?

Mr. Haber responded it differs. For a maintenance contract it's \$207,000.

Mr. Yuro stated I don't think we have any contracts that trip the threshold right now. In going through the contracts the language is, to Wes' point, there's a little bit of each. Some of the contracts have renewals for X number of years and some don't address it.

Ms. Bock stated we had something come up at our last meeting about our GMS agreement. When does that expire because we talked about a lot of what we are doing is verbal and Heather was a St. Joe employee.

Ms. Mickelson stated I have never been employed by St. Joe.

Mr. Yuro stated the previous position was.

Ms. Bock stated we need to make sure you have a home and you are in an agreement.

Mr. Oliver stated certain staff members, such as engineers, attorney, management company, they don't have expiration dates. They serve at your pleasure and can be terminated with 30 days notice.

Mr. Yuro stated the second part that struck me in going through these contracts is there are a lot of people using our facilities, not necessarily under contract, and I don't think we necessarily want to change any of that, but for example I know that Dede has an agreement that allows her access. I think the Bartram Trail Swim Team has an agreement. I think there are other things happening, whether it be swim lessons, or fitness instruction, or other activities that are being offered in this room that might not have a specific agreement. In my opinion it would make sense that if it's going to be a dedicated use of the facilities that at least the board acknowledges it, whether there's an agreement in place, it might not be necessary, but I was even thinking so much as the tennis teams, for example. I can envision a time if tennis gets big and you have the tennis team here and they schedule someone from Ponte Vedra to come for a match and we have residents that want to use the court and there's nothing from the board that says the tennis team is given preferential treatment in these specific times. It hasn't happened, but it made me think that we might want to look into some of this.

Ms. Griffey stated I'm not saying anything against Stingrays, but last year their practice was during the summer from 7 to 11. This year I noticed they extended to 12. Next year they may go to 1. You have to curb some of this because we have residents who pay to live here and use the facility. We can allow some of this to happen, but you have to have rules or contracts to make it fair for everyone.

Mr. Yuro stated if there's uses that we think are good uses of the facilities in my opinion it's more to protect those uses than to try and do anything else. I don't have all of them ready today. I know Heather has a lot of them. I was going to suggest I work with Heather and hopefully by the next meeting we can bring back some recommendations to the board for consideration.

Mr. Thibault stated one of the groups you may be talking about is the Boy Scouts. Say the Boy Scouts want to use this room. How does that happen, do they rent the room?

Ms. Mickelson responded in the past they just rent it out for an hour or so during the week when no one else needs it. They are all community residents.

Mr. Yuro stated there are certain provisions, like the soccer fields for example; you can reserve the soccer fields for practice as long as somebody on the team is a resident. I would assume things like the Boy Scouts, who rent out this room, are similar. It might be a good use of the facility or a good service for the residents.

Ms. Griffey stated granted we have children in the community, but there are also adults and families who don't participate in some of the things who still want to use the facilities. You have to make it fair for everyone who lives here so you have to have rules.

Mr. Haber stated in large part the reason why you have agreements and you have agreements with the high school and Dede is because those are outside entities that are using our facilities and from a liability perspective, from an insurance perspective, you want those provisions in a contractual arrangement with those types of entities. If you are talking about a group like a tennis team or swim team that may just be an organization of residents and not an established entity, it's going to be more difficult to enter into a contract, but what you can do is establish policies that would govern the district's facilities. When you talk about how they are going to operate and the use it's not going to be the types of contracts you are seeing with the high school or Dede, but more policies the board would adopt governing the use. You can be as specific as you want on those policies. They differ from the rules. There's a difference between rules and policies. Rules you have to adopt at a public hearing, you have to notice it, and they are published and set in stone until you hold another public hearing. Policies are operational and they are to address the very types of issues you are discussion. Mike and Heather, when you have a list of the types of things you are looking at, there may very well be some things that they are outside entities that are providing services here that we are not aware of and it may be appropriate to have an actual contractual arrangement with them to deal with that relationship and there may be things where it just makes sense for you to establish a policy governing a group of resident's use in any particular way.

Ms. Griffey asked if the tennis team and swim teams hold meets and you have outside teams coming in do you need contracts because it would involve other people who do not live here?

Mr. Haber responded I do have districts that the swim teams that are made up entirely of residents form not for profit organizations and those districts did enter into contracts with those organizations and that way were able to shift some liability with respect to practices and meets.

Ms. Griffey stated we hold some liability for the teams that are coming.

Mr. Haber stated and liability on their part, as well just because they were using the pool in a disproportionate use as compared to a typical resident. We need to look at it on a fact by fact basis based on what Mike and Heather provide and then we can decide whether it's appropriate to address that through a policy change or through an agreement.

Ms. Thompson stated I just wanted to affirm a couple of earlier points that came up on this issue that yes, there are some conflicts sometimes between residents using the facilities and then teams that are mostly residents using the facilities. How do these times get picked, for example the swim team? I ask it because I am a resident who uses the pool in the mornings for lap swim and there are several of us. For several years we got booted out because the swim team came in so we had to come in earlier, which we do. This last year the coach was great and scheduled it to start at 7:30.

Mr. Oliver stated typically, at most districts, that's handled by the on-site facility managers. It does not usually rise to the level of the board, unless there's a problem that can't be worked out.

Ms. Thompson asked who are the on-site people?

Mr. Oliver responded Heather is here and Mike Yuro just started. If there's an issue that has to rise to the level of the board so be it, but I don't think the board needs to get too wrapped up in setting hours for every organization that wants to use the facilities.

Mr. Yuro stated if it's something the board is going to allow, whether it's the Bartram Trail team or the Sting Rays, there probably needs to be some agreements in place that the residents are made aware of when things are happening. I don't know that it's anything urgent, but in uncovering some of this I just wanted to bring it to the board's attention and let you know it's something I will be working on.

A Resident stated I was at that meeting we had about the Sting Rays and I know there were people who opposed it, but because of the difference in numbers they were rather frightened to say so. One of the issues that was brought to point was the fact that the people who

are representing the swim team said it didn't cost anything. I have a pool and the more people that go in it the more chemicals you have to put in it. Are they paying anything now?

Mr. Thibault responded they are not paying anything. If you remember that meeting I brought that up and I brought up the cost per user and everyone said I was ridiculous.

A Resident stated I agree with you 100%. There's no way you can convince me that the more people you put in the pool you don't have to put more chemicals in it.

Mr. Thibault stated I agree.

A Resident stated one guy said I used to work in pool maintenance and we dumped a gallon of chlorine and poured acid in the pool and balanced it out. There's no way you can do that in a chlorinated pool. As a matter of fact, now with all the things going around with MERSA and everything else, it raises that much of a liability because of the situation being multiplied by the people that are in there. Somebody better look at it because we have a bunch of issues associated with those people coming in here. They use the bathroom facilities, they use our water, they park all over the place, and we have difficulty with parking. I don't know if anybody else complained about it, but it was an issue for me.

Mr. Thibault stated we do have to designate the difference between the Sting Rays and the high school. The Sting Rays are people who live in this community so it's hard to tell them they can't do it. As far as what you are saying about the other groups coming in and having swim meets, that's different. One way we can resolve that is why don't we get into a contract with the group that governs this little league swim group that organizes the meets. If it's North Florida Junior Swimmer's Association or whatever all these little community swim team are part of, maybe we contract with that governing agency versus the swim team. We don't need a contract with the swim team because they are members of the community. It's all the other swim teams. Instead of contracting with each one we go after the governing organization versus the swim team.

Ms. Bock stated that's what a policy would cover better than a contract.

Mr. Haber stated if you have an identifiable organization to enter into a contract with, and I don't think it's a bad idea, I'm not aware of any districts that do it, but that doesn't mean it's a bad idea. We can try and make contact with them.

Mr. Oliver stated I have not encountered this before in other districts.

Ms. Griffey stated I also think we need to come up with some policies on how much time the different teams get. I think there has to be some limits and I think it has to be written so everybody knows that the limits are.

Mr. Hayes stated there's a major lack of communication within the community members, which is mostly their fault, because they get e-mails and so forth. These times need to be posted is really what we are talking about. If we knew the community wanted to use the pool and do laps from 7:00 to 8:00, but after 8:00 we are gone to work, then we could adjust.

A Resident stated your statement is not exactly accurate. It's not just a matter of posting. Here is the issue, for four years the Sting Rays wanted to start at 7:00 when the pool opened. This year the coach arranged to start at 7:30. Now all the people show up at 6:30 and they can swim for an hour. There is some reasonable accommodation. This isn't anything against the Sting Rays.

Ms. Griffey stated we have to make it open just as well for children as we do adults; it's for the whole community. We need balance.

Mr. Hayes stated that's why we need the feedback from your wife. We need some people to step forward and say it's really best to have from 7:00 to 8:00 adult swimming. We need that feedback so we can set the times. We can't banish the Sting Rays.

Ms. Griffey stated no one is saying that, but there has to be limits.

Mr. Hayes stated we need a schedule that can be published.

A Resident stated it can't be set up as difference camps against each other in the community. That's a bad thing. There are adult needs and kid needs. How do we work all these needs out?

Ms. Bock asked how would you see us getting these policies or rules? How would we accomplish that?

Ms. Griffey responded you would need to get a small group of people and it would have to be someone who doesn't have a child on the swim team, a few people to work together on reasonable times.

Mr. Hayes stated maybe we could send out a survey to the residents asking them when they use the pool.

Mr. Deary stated we could ask our managers at other facilities and provide that information to you as far as what other communities are doing in terms of balancing the swim team. We will give that to Mike or Jim.

Mr. Thibault stated going back to this gentlemen's question about the cost. I really don't know if there's ever going to be a result for that issue, especially since it's the children that live in the community. As far as the high school swim team that's something completely different.

Mr. Haber stated we have an agreement with the St. Johns County School Board. That agreement provides that they are required to fix any damage that occurs to the pool as a result of their use. I think the discussion came up should they pay any money and I think it was determined that they shouldn't so that's not addressed in the agreement. The agreement also provides that the district can terminate it; I think it was for five years, but it can be terminated at the district's sole discretion. You could terminate the agreement and raise the issue again, or even just raise the issue and see if they would be willing. My recollection is we wanted to make sure we were protected if they damaged anything so that's in the agreement, but no one contemplated that anything would be charged. I think that was in large part because a lot of the participants on that swim team happen to be residents, as well.

A Resident stated I'm for any sports program for kids for the community, whether it be the Sting Rays, the tennis program. The thing with the tennis discussion tonight verses the Sting Rays is the Sting Rays program has about 130 kids. It's like a good chunk of the community is already involved. I have no problem with Dede teaching the tennis program, but when you only have seven kids in the program and you want to start spending money. You have to build the program first.

Ms. Griffey stated that's who is on the league, that's doesn't include her class. It's a minimal number. We can include that in the survey.

A Resident asked how many rolls of tape would she go through and how much time is it costing her to tape it every week versus us painting it for \$2,000. I don't know how often the lines have to be repainted, every six months or every year, but with that additional cost would she every go through that much tape and time. That might be the best solution.

Mr. Thibault stated the difference is we are paying for her to make money. She doesn't even live in this community.

A Resident stated there's a fee she's getting paid for that. Usually you have to set the fee to cover your costs and whatever you think is a reasonable profit.

A Resident stated I think she should have to cover some with the grant money or with some of the money from her program and it would just be a matter of if you would allow her to do that.

A Resident stated I took it as her classes could continue, but you brought up a good point. Now that she only has seven kids in the league, it sounds like the league is what she wants to have the lines painted for. If the league is not that big it's really not justifiable. It doesn't prevent her from having the classes and teaching and building her program up.

Mr. Hayes stated this conversation started with the high school. You've said three times they don't pay anything. What is the percentage on that team right now that is residents versus non-residents? Are we checking that on a yearly basis?

Mr. Thibault responded I planned on bringing this up under supervisor's comments, but since we are talking about it, according to Zillo.com we are zoned for Neese High School. I don't know when that is actually going to happen.

Mr. Hayes stated it's split, there are kids going to Neese and there are kids going to Bartram.

Mr. Thibault asked what happens when none of the members on the team live in this community? I was a little apprehensive about getting into a five year contract and that's why we put in that clause to be able to cancel at any time because of that. If we can keep track of that zoning and find out when it does expire.

Mr. Hayes asked where does Neese practice at?

Ms. Griffey responded they go to the YMCA in Ponte Vedra and they have to pay.

Mr. Deary stated Creekside pays Durbin Crossing CDD a flat \$500 for their high school to practice for a couple of months during the fall season.

Ms. Bock stated I don't think we are going to resolve anything at this meeting. I'm wondering if we could get a report from Heather or Mike at our next meeting just reporting on the number or names of the groups that use our facilities and an estimate of how many people and the times.

Mr. Randolph stated the individuals giving lessons.

Ms. Bock stated yes, like the guy I see out there with the weights.

A Resident stated these are recreational activities. Granted you never know where the next Serena Williams is going to come from, and if that's the case they can pay for top notch tennis pro programs. This is a recreational program for the community. Let's not get it someplace where it doesn't belong where it's costing the community thousands of dollars.

TENTH ORDER OF BUSINESS

Other Business

There not being any, the next item followed.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There not being any, the next item followed.

B. Engineer

There not being any, the next item followed.

C. Manager

There not being any, the next item followed.

D. Art of Living Director

Ms. Mickelson stated my report to the Board is included in your agenda packets. I'm happy to answer any questions you may have.

E. Operations Manager

Mr. Yuro stated I put something in your agenda package of things that are ongoing and a few other items I will highlight for you as far as some future items I am looking to do as far as minor maintenance around the neighborhood. Before the storm season comes us I want to look at all the inlets and ponds for debris and make sure we are cleaned out and not have blockages. The roadway repair work has been completed in the neighborhood. One sink hole has been fixed. There was a second sink hole between holes 4 and 5. That was actually due to JEA so I got JEA out here to fix it and they are still need to complete the roadway patch.

Mr. Thibault stated they have been working on it for a week.

Ms. Griffey stated today they took the asphalt out.

Mr. Yuro stated that man hole is 25 feet deep. They were able to go down in the man hole, drill through it, and put in foam that expands to seal it. They backfill the top. They were giving it some time for compaction. Now they will pave it. The only other thing I wanted to

mention is there are a couple of areas mostly along Eagle Point where the sidewalk is starting to have some gaps in the joints. A few of them are more than what I think is tolerance for ADA. If it's up to a quarter inch it's okay. It can be just a vertical lip. If it's a quarter inch or half an inch you can grind it down. If it's more than half an inch you really need to do something about it.

A Resident stated you need to check Drury Court also. The Oak trees are starting to lift it.

Mr. Yuro stated I am going to get some prices from some contractors to fix it. As these trees are getting bigger this is probably going to be an ongoing thing we are going to deal with.

Mr. Oliver asked are the sidewalks in front of residences the resident's responsibility or the district's responsibility?

Mr. Yuro responded my opinion is CDD responsibility because they are in the right-of-way. It's within the CDD right-of-way.

Mr. Haber stated I looked at the covenants and I think they specified that unless, and I would have to confirm this, but unless the HOA, CDD, or some other entity specifically obligated itself to maintain those sidewalks then it's the obligation of the homeowner. Let me look at it.

Mr. Rudolph asked is there any recourse to going back to the developer who planted those trees? As the phase expanded they moved to where those trees were planted so they wouldn't interfere with the sidewalks. The first two phases they got them between the road and sidewalk or right next to the sidewalk.

Mr. Yuro stated I think the county forced the issue on the final phases, but nonetheless it presents an issue. I would like to hear some feedback from Wes because I know from a personal experience, for example my parents live in New Jersey and they had the same exact situation. Their neighborhood is 40 years old, but the city came in and took all the trees down and repaired the sidewalk. It was not the homeowners that did it because it was within the city right-of-way. That was my assumption here, but certainly I would like to know for sure before we spend money we might not need to spend.

Ms. Griffey asked if we are starting to have troubles with the sidewalk would it behoove us to start removing some of the trees that are causing issues? Even if you replace the sidewalk these Oak trees are going to get bigger and you are going to have the same issue in another five or six years and you are going to be doing it again because the roots. Oak trees get big and the

roots expand all the way under the foliage. You are just putting off something that is just going to continue unless you move them.

A Resident stated when we bought our house we asked our landscaper and they are a certain kind of Oak and the root structure is not as big as a normal Oak tree and it shouldn't do that. It will disturb certain sidewalks.

Ms. Griffey stated if it's disturbing the sidewalk then it's not going to get any better. Some of them are right on the road. They aren't just going to disturb the sidewalk; they are going to disturb the road.

Mr. Yuro stated there was some discussion about putting root guards on the back of the curbs to prevent the roots from approaching, but I don't know if that was ever done. I don't see any evident currently, even where the sidewalks are starting to have issues, I don't see any evidence with anything happening with the curb.

Ms. Griffey stated it is with the sidewalk and my thing is we are going to have to replace the sidewalk and if you leave the tree, or don't solve the issue that's causing the problem, then in another five or six years, if you just do a little fix, you are still going to have to fix it down the road. That's just throwing money after money.

Mr. Yuro stated it's likely to be a constant maintenance in some areas. Let me get some proposals on what the maintenance would be. I would also think before the board decides to start taking trees down you are probably going to get a lot of people at the next meeting.

Ms. Griffey stated I'm thinking maybe they should be replanted.

Mr. Yuro stated I don't think the CDD could do that because that would be planted on private property.

Ms. Griffey asked couldn't we keep it in the right-of-way part?

Mr. Yuro stated there's easements for utility and Bellsouth. I don't think there's a place to locate them within the right-of-way. I will follow up on what kind of maintenance and what it's going to cost and get back to you.

A Resident stated there's a lot where the sidewalk stops.

Ms. Bock stated I am supposed to find out if the developer will come back and put the sidewalk in. That corner house is missing it, as well as that lot.

A Resident asked can we force the owner to maintain the lot?

Mr. Thibault responded that's the HOA. We can't do anything about it. The HOA should be sending a letter. As far as the trees go, if we start yanking out trees, I believe our covenants say that if the tree dies we have to replace it.

Ms. Griffey stated I was thinking they could be moved up further into the yard away from the sidewalk and the road. I didn't think about the utilities.

Mr. Yuro stated there are other issues to consider. Those were trees were planted for tree mitigation so I would expect if they start coming down the county is going to notice it and there is going to be some other implications.

Ms. Griffey stated I was thinking about moving them, not getting rid of them completely.

Ms. Bock stated the lights out here, we are still in the dark in some places.

Mr. Yuro stated the first week I was on the job I replaced nine lights in the parking lot and there are several others that the bulbs were replaced, but there's another issue. I had an electrician out here today. There are three lights in the parking lot that have a ballast issue that they are going to come out next week to figure out. We have one over here with a ballast issue and I just need another light bulb for one out front. The two that are out by St. Johns Golf, again I think it's an electrical issue. That's all being looked at next week.

A Resident stated when you turn into the subdivision you have the golf cart crossing, it's pitch black there.

Mr. Yuro stated there's also a bad breaker up at the sign. There's lights on the bridge that have been out for some time. All of those items are going to get looked at next week. To your point about some very dark areas, and this has been brought up at other meetings, I have reached out to the design engineer at FPL to ask about is it even possible to get additional FPL lights installed. Right now all the lights in the neighborhood except for the decorative ones are FPL lights. Typically FPL installs those free of charge and we pay a monthly fee for each light and they maintain them, replace them, and that covers the power and all of that. What I am going to be doing in the next week or so is giving him a map showing areas that are dark. Most of these areas are not in front of residences. He is going to look at that and let me know can anything be done and if so, what would it take.

TWELFTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Bock stated the gentleman with the tree problem; did we get an estimate on the Wax Myrtles?

Mr. Yuro responded we did. The recommendation from DTE was to plant five 15 gallon Wax Myrtles at a cost of \$90 apiece for a total of \$450 and 15 three gallon decorative grass at \$9.50 apiece for \$142. The total cost is \$592.50. I'm not a landscape expert, but it seems to me that if the board thinks that price is reasonable it seems to me it would help cover the area in question.

Ms. Bock stated this gentleman has been very patient. This is his third meeting to attend. He is the first house on the right as you turn onto Stonehedge Trail. There was some confusion. There was a call about some dead trees on the berm and the appearance was changed so his backyard is very open to people riding down the road and he is kind of the only house in that situation. He came before us asking for a fence and we said no fence, so we asked for an estimate for putting in Wax Myrtles because they are bushy and thick and provide some good cover.

Ms. Griffey stated they are real thick even at the bottom so they will cover from bottom to top. I'm not sure what we really need the grass for unless it's esthetics.

Mr. Rudolph asked is this a continuation of the landscaping that is there now?

Mr. Yuro responded the landscaping was cleared out and there was a concern that too much was taken down. We think this would close that back up.

A Resident stated when they started trimming those bushes out, fortunately someone was home, but they got like six trees from the ground up five or six feet. They would have continued all the way and it would have been wide open. Unfortunately, the part they hit was right by the house. We are on Leo Maguire Road and when cars go by you can't even have the windows open.

Mr. Oliver stated there's really no board action. If you are in agreement with it we will move forward.

Mr. Thibault stated my only issue is the grass. I don't see the need for the grass. I know it's only \$150, but what's the purpose of the grass?

Ms. Bock stated we are going for the Wax Myrtles.

A Resident stated I have a question about the common area. When you come in off of where the cemetery is and you take the walkway by the pool, is that common ground? It's incredibly overgrown.

Mr. Yuro stated that's defiantly something I have identified. It's on my list.

THIRTEEN ORDER OF BUSINESS Audience Comments

There not being any, the next item followed.

FOURTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet as of July 31, 2009 and Statement of Revenues & Expenditures for the Period Ending July 31, 2009

Mr. Oliver stated behind Tab A is the balance sheet and the statement of revenues and expenditures for the period ending July 31, 2009. For the benefit of the new supervisors, each year an independent audit is done on the financials. These are unaudited. At the end of the fiscal year a CPA firm will perform an audit.

B. Check Run Summary

Mr. Oliver stated behind Tab B is the check register. I will call your attention to Page 4 of the ledger. Check No. 2624 was paid in error by the district. GMS has written a check to reimburse the district.

Mr. Hayes stated you are looking into the security. What actually is their role besides the pool and the clubhouse?

Mr. Yuro responded Giddens Security; their primary function is to protect the facilities up here, which are the main assets for the CDD. They also patrol the neighborhood at least three times per shift. There are buttons and they have to get out of their car to confirm they are hitting all the different areas in the neighborhood. I was on the board when they were hired and I remember the discussion was kind of tricky because we wanted patrol in the neighborhood, but it's just the CDD roads that the CDD can pay for patrol, not the houses. Their main function is to protect the facilities, the tennis courts, and the basketball courts and to keep this area secure. They do patrol and at least have a presence. What they can do is observe and report. I have met with all the sheriff's officers who patrol out here in the evenings and they have a good rapport with the sheriff's office so if they see something they can get ahold of them right away. They work together pretty well on certain things. Primarily it's this facility they are protecting, not the clubhouse, but the swimhouse, tennis court, soccerfield areas, and basketball courts.

Mr. Hayes asked do we record this anywhere?

Ms. Mickelson responded I get a list every night.

Mr. Oliver stated what would be helpful for the two new supervisors, Tracy and Ed, I can meet with you, as well as other staff members, and have a CDD 101. We will do it individually because you can't be together in a non-noticed meeting. We will go over everything. Please let me know if you wish to meet. Are there any other questions on the check register? Can we have a motion for approval?

On MOTION by Ms. Griffey seconded by Mr. Thibault with all in favor the check register was approved.

C. Special Assessment Receipts

Mr. Oliver stated behind Tab C you have the assessment receipt schedule. This district has a 99.87% collection rate.

FIFTEENTH ORDER OF BUSINESS Next Scheduled Meeting – September 23, 2009 at 6:00 p.m.

Mr. Oliver stated the next meeting is scheduled for September 23, 2009. We will include the items that you said to put on the agenda for the next meeting. If there are any other items you want on the agenda please contact me between meetings and I will certainly confer with the Chair.

SIXTEENTH ORDER OF BUSINESS Adjournment

Mr. Oliver asked do we have a motion for adjournment?

On MOTION by Ms. Griffey seconded by Mr. Randolph with all in favor the meeting adjourned at 8:13 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman