

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, September 23, 2009 at 6:00 p.m. at the Clubhouse at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Rose Bock	Chairperson
John Thibault	Vice Chairman
Edward Randolph	Supervisor
Tracy Hayes	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Heather Mickelson	Art of Living Director
Mike Yuro	Yuro & Associates
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the August 26, 2009 Meeting

Mr. Oliver stated the next order of business is approval of the minutes of the August 26, 2009 meeting. Counsel has provided some grammatical changes to the minutes. Are there any other corrections or comments? If not, I will ask for a motion to approve the minutes as revised.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the minutes of the August 26, 2009 meeting were approved, as revised.
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THIRD ORDER OF BUSINESS

Discussion of Impact of CR 210 Widening on District Stormwater Pond

Mr. Yuro stated at the last meeting I brought up to the board the fact that the county had approached the CDD about the possibility of expanding our existing pond at the entryway. This

would be a six lane improvement starting sometime in the future. They are at a point in their design right now where in order to move forward and finalize design to move forward with permitting they need to lock down a pond location. Based on board comments from the last meeting I have asked Andy Ames, Assistant County Engineer, and his consultant to come to the meeting and make a presentation to give the board more information and allow you ask any questions you may have.

Mr. Ames stated I am the Assistant County Engineer for St. Johns County. I serve as the project manager for the current 95/210 Interchange construction projects and the Phase 2 design project. I'm also working with a group known as the 210 Citizens Alliance Group for some landscaping on a 210 project just west of here. We serve on capital projects for most of the county. It's a unique project and there's a lot more detail that Scott will go through on the slides with you. We come to you really at the direction of the Water Management District, of all people, so bear that in mind when you hear the talk. Typically, 30% plans are looking at pond sightings; usually you pick several alternatives and try to get your best fit. The Water Management District is the one steering us to this option so we are going see if it will be considered first and try to find an agreement.

Mr. Carter stated I am with Prosser Hallock Planner and Engineers. I am the lead engineer on the road projects, both what's going on at the interstate and this future project we came to talk to you about tonight. I want to go through a brief presentation of the slides and then I will be happy to take questions. Andy can speak for the county and I will try to answer the technical details. I would like to give you a little background of how we got here and then we will come to your pond and how this might affect your neighborhood. As you know, 210 has been building up for years, there's congestion along 210. The picture in the upper right is all of you going to work in the morning, most of you heading towards Jacksonville. The pictures across the bottom are some of the construction along I95. What we really have going on here is congestion on I95 and on 210. The construction on I95 that's going on now is trying to solve the problem at the interchange along the interstate. The second phase of the design, what we call Phase 2, is the work down 210 to try and address the congestion there. I will go over a little of the interchange and then we will focus on 210, which is right in front of your neighborhood. The picture you see here is an aerial view of Interstate 95 at 210. In the upper left is the Kangaroo gas station with the red roof, Starbucks and Phantom Fireworks in the bottom left, and the TA Truck Stop to the upper right. We have taken an aerial photograph and overlaid what the road

will look like when all the construction going on out there right now is done. The gray overlay is what the road will look like. You will have four lanes coming off the interstate as you are headed home, two to turn west and two to turn east. You will get some more lanes coming north from St. Augustine, two to turn west and one to the east. Under the bridge you will end up with two left turn lanes either to go towards Jacksonville or towards St. Augustine. The signals have already been re-built and moved back for what we call the ultimate build-out. When we get done in the interchange pretty much everything will be done, as much as you would do to that interchange unless you were to completely tear down the bridge and start over. The idea here is once that construction is done we intend to be pretty well done in the interchange. The construction that's going on now should finish in the summer of next year. That will be all the construction along the interstate and everything here in this area. The blue area in the upper left is a pond that is under construction now to treat stormwater, just like we are talking about here close to your neighborhood. Any time you build a road you have to catch the water, slope it down, and make sure the pollution doesn't get into the creeks and rivers. That's the Water Management District that forces us to do that. That's what's going on at the interchange and now I want to move on further west in front of your neighborhood. Here you see an aerial and on the right side is Interstate 95. That doesn't reflect the new construction, that's what's been there for about eight years now. This new phase of construction will start at the interstate. You see the blue highlighted area that runs all the way to the bottom left of the screen. That's from I95 to Winn Dixie just west of you. What we intend to do is put one lane on the outside of 210 on either side to make six lanes instead of four. The median will pretty much stay the way it is, the sidewalks will move back, the electrical poles will move back, and essentially it will look very much like you have know, except for it will be six lanes instead of four. The idea is to reduce the congestion as you are coming and going from here to Jacksonville or St. Augustine. Total length is about 4,700 feet or 8/10 of a mile, or so. This is the close-up of the intersection in front of your neighborhood. Leo Maguire Parkway is at the bottom of the screen. At the top is the CVS Drug Store. You have three through lanes westbound, three eastbound, and all the turn lanes you have now, which simply would be moved out a little bit. You see your pond there. The thing I wanted to point out is when this neighborhood was built and 210 was built the developer dedicated land on your side of 210 and that's the red line you see just above the pond that runs through the trees. That's right-of-way that the county already owns. To build the six lane road we don't need to bring a road any closer to you at all. The land you have over here

would remain yours. In the upper right you can see a little bit of a yellow line, that's a sliver of land we need to buy from CVS and St. Johns Forest who owns the wetlands. That's the right-of-way we would want to buy from them to build the road, build the sidewalk, and move the utilities back.

Mr. Yuro stated you said we don't have to come any closer, no additional right-of-way, but travel lanes will come a little bit closer, just so everybody understands.

Mr. Carter stated where the curb line is now, that will be moved towards you, but in land the county already owns. When you see the future slides, the diagonal blue line that goes off to the bottom left is the edge of the land you own now around your pond site. When your neighborhood was built, about 1999/2000, the developer built what we call a joint use pond. That means you all drain some water into it and the county drains water into it. That's what's going on now and has been for about 10 years. The county has a drainage easement over that and I will come back to that in a second. The pond was improved in 2004 because the original construction didn't quite work so well. We were having some problems with it so they put a pump in the pond to make sure it worked properly and that you didn't get any flooding on the road and to make sure wetlands around there were properly handled. They made some improvements in 2004/2005. Your current pond now is about 2.1 acres, give or take a little bit, and that's surface area of water, which is what we are concerned about. When we widen the road what happens is as the rain hits the road more of it runs off and more comes directly to this pond. The reason we would like to expand this pond is to make room for that extra water so any stormwater runoff going towards the wetlands or the river is sloped down and you don't get any downstream washout or pollution in the river. The idea is that we function very much as the pond does now, except for it would be a little bit bigger in area, and that's particularly what we wanted to talk to you about, is that bigger area. We are back to the road picture. What I want you to see is across the bottom of the pond and up around the bottom to the left is a blue line that shows the drainage easement. When the developer built the pond that drainage easement gave the county the right to come to the pond, if a pipe was clogged they could unclog the pipe, that sort of thing so the road would not flood. The county doesn't come and mow your grass or take care of your very nice landscaping, it's merely to protect the county in case there's a flooding rain and you don't get out there quickly enough they can keep water from getting on 210. That drainage easement is there and it was set up when the neighborhood was built. There's a green line that hugs the south side of the pond. That's called a conservation easement. All the

wetlands and all the trees back there are within the conservation easement and that's owned by the Water Management District. The developer said okay, I'm filling in wetlands maybe where your pool is or where your golf course or something like that, I'm going to set aside these wetlands and will protect these as a trade-off. The conservation easement legally says you pretty much can't mow the grass, you can't put hiking trails in there, you can't do anything in that area. The idea is to preserve it for the plants. That conservation easement is there and right now nobody can do anything with that land. As engineer we like nice straight lines. If we were to do a typical engineering design we might do the blue shape and expand the pond to the south. One of the things we want to avoid is touching the nice bridge that is there, the stone wall, or the sign. We don't want to get anywhere near that because that's the essence of your decorative feature. We want to avoid that and leave it just as it is. If I'm an engineer I want to go out into the trees where I'm not going to damage anything that's particularly special. You'll notice that goes into the conservation easement and I will come back to that. This might be a typical pond expansion, put a little curve in it so it looks like everything else you've got. From 210 what you would see is simply more water and the trees and plants you have now, only they would be back a little bit. That again is about a half an acre compared to about 2.1 acres of what you have now. The shape of that expansion really doesn't matter to me. It's the amount of surface area, how much water can I hold in the pond so it doesn't flood downstream. The dark blue area shows we could even create an island around your stone wall, around your sign, and your bridge if that's what you wanted. For us, we are going to dig out the dirt, move it back, and shape it nicely so it looks good for the rest of your landscaping. If you wanted something more dramatic, like an island, we certainly could do that. I wanted you to see there's nothing fixed in the shape of that. Because these are just ideas we could go way out and do something very creative. I even put question marks there because one of the things we want to hear from you all is okay, it's more important to us that we stay in the trees and away from Leo Maguire Parkway or we would like more exposure to Leo Maguire Parkway, we would like to see more pond there. We want to hear from you what's more important to you because for us as long as it functions as a pond we are fine. If you wanted to get very creative and wanted 10 islands maybe the Water Management District wouldn't let us do that, but as long as it's anything reasonable and we can get it permitted we are fine with that. I wanted you to see those aren't the only two options; there are any number of options.

Mr. Hayes asked when will that actually be decided?

Mr. Carter responded it's not going to be decided by me as the engineer. It's really going to be decided between your board and the county. Because we have met with Mike before, who represents you from an operational standpoint, we knew some of your important priorities were the landscaping. You have done a great job out there and the county does not want to mess that up. Your wall and your bridge we don't want to touch, it's very nice, it's a distinctive feature of your neighborhood, and we want to avoid that. Leo Maguire levels in the pond are important to you. You don't want the pond drained to the bottom so all you see is mud. Of course, if you have a drought, we can't create rain for you, but we can control we would, so we understand the water level in the pond is important to you. You will notice a series of St. Johns County pays. There is permitting involved and permit fees and applications to the Water Management District. The county will pay that. That's part of the road project. That's something they normally do and they are certainly going to do here, as well. The county would pay for an additional pump, and I will come back to that in a second. The conservation easement I mentioned. Because it's a legal document with a restriction, nobody can just go in there and start digging or plowing or even mowing the grass. We have been to the Water Management District and they said yes, those wetlands are preserved, but we understand when you expand a road the water has to go someplace so we will consider letting you move the conservation easement line if you give us wetlands somewhere else, if you replace the biological function of those wetlands with something else. That's a legal process that takes about a year and a half to get through. The county will pay for that because again, this is something that will benefit the road so it's a good expenditure of public dollars. The last thing is we will make sure that anything we build is in accordance with Water Management District requirements. They require us to make sure we don't flood the road, make sure we don't damage the wetlands, and that sort of thing. We did an analogy. If you thought about your pond and you have certain maintenance responsibilities to mow the grass and so forth, we would like to pick those up, do the construction, and put back exactly what you have for maintenance responsibilities now. You ask, what are those? I have listed them here. On the left is what you have now and on the right is what you would have after construction. Obviously, you all do a very special job in maintaining the landscaping, the nice plantings and trees; even the berm all the way around is mowed nicely. I have walked the whole thing several times. The grass you pay somebody to mow. You maintain the water pump that was put in in 2004 that keeps the water level where it needs to be to make the pond function and you pay someone to make sure there's not algae growing in the pond. Those are your

responsibilities now. After the construction is done you would have the same responsibilities. The pond would be slightly bigger, but all the things you are responsible for now you still would be. At the bottom right is the stormwater pump. As we put more water in the ponds what happens, if you think of the pond as a bathtub, it normally has a little bit of water in there. When the rains come the water runs off the road and it gets filled up like a bathtub. Normally you have what's called a weir, it's like a small vent in the bathtub and it lets the water run out of the bathtub slowly so it doesn't rush out or flood downstream or wash off a bunch of oil from the road. With this pond and the wetlands around it we actually have to pump it. The county, in their design, put in stormwater pumps that would either be submerged under water or in a manhole where they would be out of sight. The county wants to only maintain those stormwater pumps so that water doesn't get on the road. It's not something we would put on you as a district because if something happens the county needs to be able to get out there right away and fix it. If one of the pumps didn't function or if it wasn't sized properly they have to get out and fix it right away. There's additional pumps that are county maintained and county responsibility. The pump you have now, which keeps the water level where you like it, we are going to adjust that level a little bit, but the pump itself is yours and has been since 2004 and will remain that way. Again, you have a set of responsibilities and you would have the same set when we get done. I wanted to give you an idea of the costs. Our best guess at the roadway construction is about \$5.7 million. FDOT has pledged money towards this project, not exactly \$5.7 million, they pledged to help fund the construction, that's my guess at what the construction may cost. What their number comes out to I don't know yet because they have to negotiate that with the county. That's what they call TRIP funding, which is Transportation Regional Improvement Project. Basically, they see this benefits more than 210; it benefits I95 by having traffic move well on the interstate, so they are willing to put money into this. The second line is right-of-way of mitigation. The county is buying right-of-way down along the road to make room for widening. We don't need to buy any land on your side of the road to widen the road because there's already enough land there. That's about \$4 million and also the wetland mitigation is in there. The design inspection, I don't get the whole \$1.3 million, but I get some of that because when they build the roads they will have inspectors out there making sure the asphalt goes down and the sidewalk is in the right place and that's at that cost, so the total is about \$11 million. The estimated construction date is 2013. That's controlled by two different things, one is the conservation easement. Because it takes about a year and a half to get through the legal process

of moving that line and re-establishing that line and providing mitigation to other wetlands someplace else in the county, if we were completely done with plans right now it would still take us about a year and a half before they would let us go ahead. We are at about 60% plans, which means we pretty much have everything laid out, we need to settle the pond and start applying for permits. My guess right now is the road will take about 18 months to build. When we get further along it may be 15 months or 20, but it's somewhere in that ballpark. I wanted you to see roughly when this would be coming your way. I want to summarize and then we will definitely be open for questions and comments. The county's responsibility is to address congestion on the interstate. The FDOT paid part of the costs and the county paid part of the costs for the improvements at the interchange. That's going on now and both are prepared to move further west to try and address the congestion on 210. The pond expansion is absolutely required. If we have more water running off it has to go someplace. This isn't something we are doing because it looks nice, it's required. Our attempt is not to change your maintenance responsibilities. You have responsibility now and you would in the future and we are trying to make sure that stays the same. What the county is looking for from the board, and I'll speak for Andy on this, is yes, as a board we see this as probably the way to go. We would like your consensus that you would like to go this way. We know there are legal documents that your lawyer would have to prepare, easements, etc. that you would want to look over carefully. We don't have any of those ready tonight. We aren't about to go there yet. We just want to see if you say this looks reasonable, we are willing to continue to talk. We would like to give you our drainage calculations for your CDD engineer to look at so you can validate for yourself the pond is going to function the way we say it is, it's going to look about like we say it would, that sort of thing. We would like to have you ask your attorney to draft an interlocal agreement. It's a contract between the county and the CDD that says the county has these responsibilities and the CDD has these, we agree to do A, B, C, and D, whatever it is, and because your attorney deals with CDDs all the time we thought it might be good if they draft the agreement and then they could suggest the things they think you would want in the agreement. We would go to the county attorney and negotiate all that out. The end product of that is the interlocal agreement. It basically writes out who is responsible for what and makes sure if the county promises to do something the county does it and if the CDD promises something they do that. Again, if you think this is a reasonable way to go your engineer would need to check our numbers to make sure you are happy with them and

your attorney to begin drafting an agreement. With that, I would be happy to answer technical questions and Andy can answer policy questions and things on the county's behalf.

Mr. Thibault stated you had mentioned that since this is already mitigated land and you are going to have to buy mitigation land somewhere else this land, the addition to the pond, the half acre, is not going to be mitigation for St. Johns Forest land that you are going to be eating up?

Mr. Ames responded your overall facility has been mitigated and is addressed. The Water Management District asked us to go unbind their conservation easement and then we have to find like cost mitigation elsewhere. It could be two blocks down or it could be 20 miles from here. What the function is on a conservation easement is you take a half an acre on 210 and it's got to have the same potential land value as your new site. For example, the county has what's called Aroma, which will offset the mitigation area. The county has purchased this and they are developing and returning it to wetland creation. It's not too far from here, down around the 207 area. Part of that is we get credits created for county use, but the value down there may be three acres versus the half acre here because of the difference in location. That's the mitigation of what the conservation easement cost. Then there's mitigation of the wetlands, as well. Because it's also a wetland we have to mitigate for that, which would be more land put to the mitigation. What happens is you get double mitigation for using a conservation easement.

Mr. Carter stated to address your question about St. Johns Forest, yes, we are getting wetlands there. The mitigation that would come from this mitigation bank is in addition to everything Andy just described, from what you all have already. The county has to take care of what you have now plus anything you touch down the road at some other site someplace else.

Mr. Thibault stated I just wanted to make sure we weren't giving up land as mitigation to somebody else. The interchange project is estimated to be completed in the summer of 2010. There's going to be two lanes going on to 95 and two lanes coming off of 95, which supposedly is going to clear up the issue. What if that reduces the amount of traffic going down 210 turning eastbound from the west? Is it possible the county will scrap the 210 widening project? If it doesn't start until 2013 they have two years to determine whether or not what they have already done in Phase 1 will alleviate the problem and then they cannot move forward.

Mr. Ames stated on these larger regional projects, take for example Phase 1 and Phase 2, if the county and DOT had enough money at the time they would have probably put these together. The issue here is getting the traffic moving from here to the interchange and then from

the interchange up 95 or south on 95. What we have done is tried to say okay, if we get these improvements in place we should resolve the situation in maybe five or 10 years. That's what the interchange will do. As you are aware, right now we are in kind of a slump with the economy, housing starts are pretty minimal, there's a lot of DRIs that have been planned and platted further west of here in other places. If the market turns around in a couple of years and a bunch of houses starting coming in and a whole bunch more residents come in all that longing is going to come back. I'm guessing you probably felt a little bit of relief in the last year. About 10% of your longings decreased, but you have also lost all of your construction traffic. When that comes back and the additional of new residents comes back all of a sudden that demand is going to be back on the system. It may not be for a couple of years and it may not be for five, but it's in the pipeline and should come back. Usually when you look at these regional projects a five year window is a fairly short window, a 10 year is medium to moderate. We are looking at these improvements as a 15 year improvement.

Mr. Randolph asked if you were to go with the island option would that be a bulkhead?

Mr. Yuro responded currently the one is.

Mr. Ames stated that would be what we have to do if you want to do something like that because you would have a consistent aesthetic. Typically when you get a bulkhead in you are fairly minimal on your maintenance. You might have to pressure wash it. We are open to suggestions. It doesn't have to be an island. We thought we would just throw a couple of ideas out there for you to consider. When I came in tonight down Leo Maguire I thought maybe they would want a little more expansion down Leo Maguire and a little more water frontage. Maybe that would be an aesthetic improvement the community would like. It's really up to you. We can work within the conservation easement as long as it's attached to the current pond. We can form a group that could talk about it.

Mr. Randolph stated to work with you on design and ideas.

Mr. Ames stated yes. If we can get a general consensus like it sounds like a good idea, we are willing to consider it kind of thing. You can authorize your CDD attorney and CDD engineer to submit your thoughts. The attorney can talk to the county attorney staff to make sure the document covers all your concerns. If we see something that you maybe don't cover that doesn't allow you to pick up the responsibility we will add it in.

Mr. Thibault asked where does the excess water get pumped to? Does it get pumped into the wetlands or down a storm drain?

Mr. Ames responded the wetlands.

Mr. Yuro stated it could pump currently across the street, correct.

Mr. Carter stated the current pump you have is just on the east side of the pond right next to the road. It literally pumps into a ditch that can either go directly under the road or it can go along the road to the south. Ours would be over closer to where the concrete dam is now that's kind of hiding behind your peninsula. We would go into the wetlands there. That's where we would like to discharge.

Mr. Thibault stated the island proposal looks like it takes out that concrete dam.

Mr. Ames stated you would just have to reset a new one.

Mr. Carter stated we would move the dam somewhere towards the south to pump over the dam.

Mr. Ames stated what Mike is talking about is from the current pond location towards that box, it outfalls across the street and flows south.

Mr. Yuro stated the current pump goes from here underneath some culverts into this wetland and back south.

Mr. Ames stated on the original design it was supposed to pump right between the two question marks into that wetland and flow south. What happens is it stages up so high that sometimes you can get some backflow from the wetlands.

Mr. Randolph asked does the county cover a portion of our maintenance costs currently? I know we have a pump in there, but part of this is a shared pond.

Mr. Ames responded the developer, as part of its obligations, I'm guessing, was to build the four lane section. Part of that project, as part of their costs and savings in the general development plan, was to share these costs. They created that because they needed to improve 210 due the amount of volume they increased in this neighborhood. They probably, at that point, did a development order that obligated the homeowner group and the CDD group on those additions.

Mr. Carter stated I think it would be safe to say right now the county doesn't contribute to your maintenance costs. They just have the right to go in and maintain if there's a threat to the road or a safety type issue.

Mr. Ames stated the only time we would go out is if the pond is getting to a point to where 210 is about to flood. We may bring out a pump and drop it in and help create more flow out of that pond. Those are the types of emergency situations.

Mr. Randolph stated you would be just adding a second pump.

Mr. Carter stated I believe it's actually a pair of stormwater pumps, but both of those would belong to the county. The pump you currently have that you currently maintain would still be. These other two pumps are larger to make sure when a large storm comes that you can pump the water out of the bathtub quickly enough to keep it from flooding back on the road.

Mr. Randolph stated the county would be in charge of maintaining those.

Mr. Carter stated for those two pumps and the electricity for them and making sure they continue to function.

Ms. Bock asked have you ever had to do anything like that?

Mr. Ames responded it's not very common that you wind up running the systems with pumps.

Ms. Bock stated I mean bring in auxiliary to keep 210 from flooding. Have you ever had to do that since that pond was there?

Mr. Ames responded not that I'm aware of. I think where it becomes more critical is because you are adding lanes to the outside you actually continue to drop your outside travel lane and you are getting closer to the pond. You have more volume going to your pond so the potential that could overflow is there.

Mr. Thibault stated would I be correct in assuming that this pond is not connected to the rest of the ponds in the community?

Mr. Yuro stated correct.

Mr. Randolph asked are you focusing on other sites at the moment or are you just looking at our pond?

Mr. Ames responded we have done everything in our power to find other sites because I'll be honest with you, dealing with a conservation easement in all my years has not been a very common thing to do. Dealing with pumping systems is not a very common thing to do. The Water Management District, I don't really understand how we got there, in fact I even questioned our consultant as to why and made him go back to the Water Management District. He is very adamant about doing this and I think it might go back to some of their concerns with the previous having to come back and retrofit in 2004 to get a better stormwater system out here.

Mr. Randolph stated I'm surprised we have to go through the conservation to do that.

Mr. Ames stated I am too. It's a very challenging and tedious process and it's not something the county would initiate, but if we are going to get directed by the Water

Management District to unbind their conservation easement at their direction that's the only reason we are doing it.

Mr. Thibault asked are we the only government district on 210 that's 4,700 feet? Is the rest of it all tied to land?

Mr. Carter stated St. Johns Forest is a CDD.

Mr. Yuro stated I think they are set up differently. I think their HOA has more roads and ponds than the CDD.

Mr. Haber stated I think the way the way they may be set up is their roads are privately owned because they have the gate, but their ponds can be CDD owned. If I had to guess their ponds are CDD owned. I don't know that for certainty, but I wouldn't be surprised.

Mr. Thibault stated that was my question because it might be easier for the county to go to a government than to a private owner.

Mr. Ames stated prior to getting to this stage we looked at ponds near Leo Maguire Road. What happens in these facilities is it basically drains to the west so you are at the bottom point in this section where the ponds are. There are lots north of here behind CVS where we have pumping systems. I proposed that to the Water Management District and said what if the CDD says no, go away. We have a site we can pump the water from the road, dump it in this pond, square it off, bulkhead, do all of this stuff, and they said you need to consider this first. They came back and said they really want you to go this route, if you hit a wall, then obviously there's another consideration. They are pretty forceful or very strongly urging us to go this route.

Mr. Davis stated I'm handling the drainage portion of the project. The other Leo Maguire Road is a half point. Anything east of that half point goes east to Sampson Creek, which goes north. The original design had everything coming here, which goes to Trout Creek. What we would be doing is convoluting basin if we change or alter that pattern. The district was very adamant that we did not, in fact our first 30% set of plans had this pond being left alone and more water going that way and they refused. We went to the assistant district manager of all the Water Management District and they shot us down. We have made every effort to not do this because of the wetland, because of the pump, because of the CDD, because of the conservation easement, because of the double mitigation we will have to pay. There are multiple things that could push us away, but at the same time we have not been able to get around it.

Mr. Ames stated I look at it like this. If we have to go inconvenience a community we want to make sure we have a good partnering relation through the interlocal. If this group is

providing the improvement then this group is the group that makes sure you are happy and make sure we aren't creating undue maintenance responsibilities that are above and beyond what you do today and generally be good stewards of the community in this project. It really comes down to the agreements we draft, which is where we will begin to go with the final design plans, which become part of the interlocal, and any items of concerns, which the attorneys would be able to finalize and document a lot clearer than I can speak.

Mr. Thibault asked how do we pay Lake Doctors? Do they charge us on a per acre basis?

Mr. Yuro responded their contract is a monthly lump sum fee for all 29 lakes. The amount of surface area we are talking compared to all 29 lakes that are out here I think is negligible. I would not expect to see any change at all from that.

A Resident stated with the county and the Water Management District making an alteration to our pond, we currently have the risk for if there's a failure or something goes wrong with that pond in a major storm. Our CDD takes responsibility to go out and fix the bulkhead, fix the dam, or whatever. If you guys modify our pond and now there becomes a line of delineation on it and there's a failure somewhere, the part you guys modified based on what has already been built and has proven to be successful. I'm concerned about risks and who would assume the risks if there was a failure or overflow or if we had a 50 or 100 year storm what would happen?

Mr. Ames stated anything we construct or disturb is going to be warranted for a certain period of time after construction. When you talk about the overall design of the pond the risks you are referring to, usually the risks turns into something known as a weir. That's why it's pretty open that way. If the one pump fails and the redundant pump fails, your pump that's out there now can handle the lake as it is today, we are only talking a half an acre additional, our pumps may be oversized. When we put in for our permit with the Water Management District we are held to, I don't want to say a higher standard, but we are very tightly scrutinized on functionality, operability, and constructability. When you get a pond it wouldn't be much different than you have today because it's a just a new finished project.

Mr. Carter stated when you write that agreement that's going to be part of it.

Mr. Haber stated those are the types of issues I don't know if we would hammer out today, but that would certainly be addressed in the agreement as far as liability, changes, who's obligated, and indemnification type issues. They will all be taken into consideration in the drafting of the agreement.

A Resident stated it seems to me that once they decide to widen the road, whether they do anything to our pond versus someplace else, there's going to be more surface area road, more rain, and more run-off. If we have a 100 year storm and they don't widen that pond we are still going to have the same amount of water coming off of that road towards our property.

Mr. Carter stated I think it would be fair to say all the water that hits the roadway now comes to your pond. The fact is there's going to be more asphalt so a little bit more will run off. They use percentages. If it's asphalt maybe 99% of the water comes to your pond, if it's grass maybe it's some other number, 95% or 90%. Your concern is if you get a big storm it's going to your pond anyway.

A Resident stated it sounds like the agreement is very important to know who is responsible for what under what conditions.

Mr. Ames stated another factor you factor in is when it hits asphalt it gets speed and it gets into your pipes and it outfalls a lot quicker than it does if it's in the grass swales. All of that is factored into the drainage.

Mr. Carter stated we have drainage calculations and I will get these Mike. This shows how we think it will function. If you want your engineer to look at it certainly they can examine it and make sure we have done it accurately. This is what we would submit to the Water Management District regarding this pond if you were to agree to go ahead.

Mr. Haber stated it seems like your ultimate goal is to have the district in a position where any obligation it has hasn't increased. Today I think you are looking for a consensus vote. One thing I want to make the board aware of, for example, the three things that are being asked are the consensus vote, the engineer to look at the drainage calculations, and me to start drafting the agreement. To the extent that it didn't move forward the district, and this is something we discussed at the last meeting, would be paying for the engineering services and my service to begin that process and then as a result of the consensus vote would be paying more than it would be if the county never approached the district about this issue. In other words, the district is expending money that it wouldn't otherwise be expending if this issue were never raised. I don't know if this is something we can hammer out today, but I think the district would be looking, or at least from our perspective, for a likewise agreement that the county would, it seems like the county is agreeable to making sure the district remains in a position that the effort and obligation it's putting forth isn't anything above what it's already doing to operate on a daily basis anyways. To the extent we enter into an interlocal agreement that interlocal agreement would

also address the things you have addressed, the maintenance obligations that will remain when this is done, but also the costs the district addresses leading up to the agreement and everything else. I think that is one thing the board should consider and it may be worth your input.

Mr. Ames stated as far as your time and materials, time for your engineering review and your attorney's time for drafting, we have county attorneys and we could draft a general interlocal agreement for you and provide it to your district attorney and save on hours and time on your part and then build their hours and time as part of the line item in the interlocal. That's a minor cost. By allowing your attorney to draft it sometimes with groups the question comes in if you are drafting it where do we stand, where do we get our input.

Mr. Haber stated we are comfortable drafting it. The other issue I wanted to raise and I think the board addressed is, assuming the district is going to remain in the same position it's in before this, what value is there, and this may be where you were going with the private versus the public, and the board could certainly say we are a good citizen, we are happy to donate or dedicate for no cost, but to the extent there's any value in granting the property, and I don't think that's something that can be decided now, it's something that could be discussed over time, but I don't know if the consensus vote that you are looking for, are they comfortable, is it something the board is willing to look into, I think the board can vote on tonight. All the specific details I think would need to be addressed, specifically the ones I have raised, and to the extent the board does want to address is there any value in what we are doing and is there anything the district would look back to the county for, would also need to be something that I would say would want to be reserved throughout the negotiation process. It's entirely up to the board, but I want to make the board aware, and make sure the county is aware walking away that it's an issue that should remain open.

Mr. Ames stated the conservation easements, my understanding as an engineer, once you dedicate it to the conservation easement, the value of doing anything with the conservation easement is pretty limited. With that said, those are all types of items you need to work out in your interlocal agreement.

Mr. Haber stated I just wanted to raise it for the board's knowledge.

Mr. Yuro asked would it be appropriate to enter into two different interlocal agreements? It sounds to me like the board needs something to get you and the engineer started. That review is going to help uncover some of these other issues later on. Would it be appropriate to get an interlocal that basically holds the fees, puts the obligation of the fees that are going to be incurred

to review and generate other questions so we can get started, so the board can direct staff or the engineer to get started, and later on down the road, as a result of that investigation and homework that's being done, other questions generated can be addressed in a later interlocal. What I'm worried about is everybody can sit here and say it sounds great, we are working the interlocal and getting the engineer moving, now the board is starting to incur expenses. If something happens later and that interlocal is not in place yet the board could be held liable.

Mr. Haber stated I have drafted interlocal agreements where the board took a risk. The agreement said any costs associated with negotiating and preparing this agreement will be covered by the county, but then if that agreement never got executed the district was out the fees it paid for the engineer. It's possible; it's a question of risk the district wants to take. The likelihood of entering into one interlocal agreement that would cover that issue or the more conservative the district is we could say first we want an upfront agreement that says our negotiations and investigation will be covered by the county and then a separate interlocal agreement that will really deal with the substance of the construction of the pond, which is possible, as well.

Mr. Ames stated you could have the county attorneys draft something up and provide it to you for review. The issue on the county's side comes to this, we can't control how many hours your attorney works on it, we can't control what senior level attorney works on it, and how many hours are billed to the job and if it's \$100,000 for an interlocal. I personally have drafted basic interlocal agreements in a couple of days. There might be an upset limit on attorney costs. That's the only hesitation I would have on an item like that. Let's just make sure we are within reason.

Mr. Haber stated I think we are comfortable with that, but that's the risk factor. What we could do, if the board wanted to give a consensus motion after discussion that you are comfortable with the idea and the concept of the pond, authorize a specific board member with the authority to work with district counsel to work through an agreement to deal with the upfront costs. We will probably meet again before we actually do a formal interlocal that will address the substance of the actual project.

Ms. Bock stated you would need us to choose which design we like.

Mr. Ames stated if you agree to the general idea that we should progress that gives me the opportunity to take to our board that the group is in good faith and working in that direction. We can do two interlocal agreements on the same agenda item on our board for set fee, engineer

review time, and attorney review time and then start drafting the interlocal as far as that item goes. The second interlocal would be the binding document of the engineering, operation, and maintenance responsibilities. To cover your fees is very important. That's the intent of our project, to cover that. I'm not sure how to word the agenda item. A motion to have a consensus for the overall project and a development interlocal and a motion to have the county and the CDD enter into another interlocal.

Mr. Haber stated from this board's perspective I think we would do it on two motions. One would be the motion of the consensus and the second one would be a motion authorizing district staff to negotiate an interlocal agreement with the county and authorizing one board member final sign-off authority. Unlike the county we don't meet on a monthly basis. The past three months we have, but generally speaking we go every third or every other month. Either way, it's probably a longer period time than we would want to address those issues. That's why we would have one board member appointed with that authority to sign off on that agreement.

Mr. Ames stated I need to take it to our board for dollars. I need about a month to get on our agenda.

Mr. Thibault stated I don't have a problem with them altering the pond as long as the district remains whole.

A Resident stated when you are talking about expansion of the pond you are going to take in a lot more run-off from that road. How is that going to affect the health of our pond?

Mr. Thibault responded Lake Doctors comes in quarterly and they treat the pond for algae and stock it with fish.

A Resident asked how would that be a minimal impact on our maintenance?

Mr. Thibault responded it's only increased about a half an acre, which is a one quarter increase in size. We have 29 ponds and each pond is at least an acre. A half an acre increase to 50 acres of pond is minimal according to what Mike is saying. I believe the price would be fractional with that consideration. Do we share some of that cost with the golf course?

Mr. Yuro responded I would have to get with Jim to see if there's any reimbursement? I know the invoice comes in and gets paid by the CDD, but I'm not certain if we are getting reimbursed.

Mr. Thibault stated that's a completely different issue. I think the cost would be minimal.

On MOTION by Mr. Hayes seconded by Mr. Randolph with all in favor board consensus for the County Road 210 widening project was approved.

Mr. Oliver stated we are asking for another motion authorizing staff to negotiate an interlocal agreement with St. Johns County and authorizing one of you to execute that agreement, most likely the Chairperson.

Mr. Haber stated I would think the actual substantive interlocal agreement that deals with the construction of the project would be something I would want to put back before the board, but the interlocal agreement addressing fees, that's what you are approving now, approval of the negotiation and entering into an interlocal agreement to address the engineering and attorney fees, upfront costs to begin the process of negotiating the more substantive interlocal agreement.

On MOTION by Mr. Thibault seconded by Ms. Bock with all in favor authorizing staff to negotiate an interlocal agreement with St. Johns County for upfront fees and authorizing the Chair to execute such agreement was approved.

FOURTH ORDER OF BUSINESS

Discussion of Quickstart Tennis Program

Mr. Oliver stated at our last meeting Dede Allen gave a presentation of Quickstart Tennis Program. It's actually being used out here currently and she has a proposal to have some lines added to the tennis courts. Dede is here tonight to brief us on the program. We will have discussion among the board and audience comments. The board directed staff to send a survey out to the community to get their input on how they felt about having lines added to the courts. You have seen some of the responses that Mike had provided and also Heather has provided some responses to the Chairperson. We can share that, but first you may want to have Dede briefly outline the program for those in the audience who weren't at the last meeting.

Ms. Allen stated Quickstart Tennis is tennis for little kids. It's like T-Ball is to baseball. They learn correct. Most of you who are older than 30 have probably not seen racquets like this. They are for little kids to use. We start the kids with foam balls and small racquets. On the short court the little kids go sideways on the court, maybe six feet, and it's age appropriate for their ability. They learn to strike the ball. It's lighter and goes slower in the air. If Gunner were to hit a regular ball, he wouldn't hit a regular ball because he couldn't reach it; it bounces way over their heads. You get a lot of top spin on the balls way up here. They can hit tennis balls and play

tennis, but they aren't learning anything correctly. There's competition now. This is an international program. Every federation that's involved with ITF, International Tennis Federation, ITF calls it play and stay, we call it Quickstart, Australia calls it play and stay. All the major federations have programs like this. They are developing courts throughout the country. We are not taking courts away from anybody, we are not going to say nobody can use those other two courts; we simply want to add some blue lines. They would be a blue on blue tone. They wouldn't be bright white. When you place these on an adult court and you play doubles or singles it doesn't seem to be bothering anybody. These would be a shadow color on the inside of the line. I'm asking you to give the kids an opportunity to play. All tennis courts are professional size. That court is the same size tennis court they play on at the US Open. If we were to play on the adult court, the equivalent would be, the net would be five feet tall, the base line for adults would be, right now it's 78 feet, it would extend to 98 feet, so you would be playing on a 98 foot court that's 42 feet wide, which goes out to the net post, with a five foot net. That's what that court looks like to kids like Gunner. We are not taking tennis away from anybody; we are just giving kids the opportunity to learn correctly. It's a great lifetime family sport.

Ms. Thomas stated I have two kids, one of which is participating in the Quickstart program. He will be out of it before the lines are even put on. I am just an advocate now for Dede and for any kids in our neighborhood that are coming up through the program. I'm actually the C Captain of the Women's league and I have met with our league Chairman and she has no issues at all with the lines. It's not an issue as far as other teams coming to play here as far as the women's league. It is totally fine. As far as our kids growing into the tennis I think it's a wonderful program. When I am playing doubles the singles lines are completely oblivious to me. You play with the lines you are focusing on. These being a blue on blue line it's going to be like a shadow. It's going to be no issue at all as far as people getting out there and playing on the courts. I don't even think people will notice them unless they completely study them when they come out. I think it's going to help our home value in the neighborhood because of the demographic here in St. Johns is families. I think we would just be starting the trend as far as being a Quickstart program here for tennis and bringing families here and showing them we are family based and we not only have the fields out here, but we have a facility for tennis for the children, as well. There are many other courts that have already been professionally painted,

adult courts, the National Tennis Center, there are courts all over Arizona and North Carolina. We would just be starting the trend in Florida and I think it's a pro for our community.

Mr. Thibault stated by not painting the lines, by not going out there and permanently putting lines down, does not prevent you from doing the Quickstart, is that correct?

Ms. Bock stated you are currently doing it.

Ms. Allen stated I'm currently teaching it. I think it's the whole concept. Yes, I can teach with throw down lines. You can't play with throw down lines. It would be like an adult playing on a kid court and having to use throw down lines. They slide all over the place. You can't play matches with that, they are not allowed. These would not detract of anything. They are not permanent, they are paint, paint back over them if you don't like them. I don't see where the issue is. Probably most of us grew up playing a different sport, basketball, volleyball, bat mitten in a gym that had a lot of lines, we were able to focus on the lines that went with whatever sport that happened to be. I teach the program, especially with the eight and under, sideways because the court is already pre-lined because they fit inside the baseline and service line. To be able to have competition for the kids and have leagues and let tennis grow in the community the lines would be hugely advantageous for everybody.

Mr. Thibault asked do any other tennis courts in St. Johns County have these lines painted on them?

Ms. Allen responded currently no; most of the courts are clay courts. There aren't very many in Florida at all.

Mr. Thibault stated you are saying you can't play on the throw down lines, but if nobody else has the lines painted and they aren't playing.

Ms. Allen stated we play on clay courts when we have competition. On the clay courts they chalk them like they do on a soccer field. They can't put permanent lines down on a clay court and that's what a lot of our leagues are in town, even on the woman's side. I think we are one of the only hard surface facilities around.

Mr. Thibault asked if we painted the courts would the children be able to use the courts when you are not here? They won't have the nets.

Ms. Allen responded there are two different issues here. One is a 36 foot court which goes sideways on the court. I'm suggesting the lines from the 60 foot court.

Mr. Thibault stated one of the first things you said when you were doing your presentation is the current net out there would look like a five foot net to us.

Mr. Hayes stated Martina Navratilova does a nice You Tube video and I suggest you go home and look at it. What she does is she plays with a five foot net with these huge racquets to give her, as an adult, what it's like for a seven or eight year old to play with an adult size racquet on an adult size court. For her, as an adult, she moved the line back to 98 feet, which is equivalent to a seven year old playing on a 78 foot court. When she was talking about the five foot net, that was just an example.

Mr. Thibault stated under the Quickstart they would still use the same size net.

Ms. Allen stated yes. There are facilities that have permanent 36 foot courts. No other facility that I know of, unless there is a separate kid's facility, for teaching purposes for the little kids, the eight and under, and if they progress fast they move up to the 60 foot course.

Ms. Thomas stated we are not changing the net at all. It's just three blue lines.

Ms. Allen stated the little kids go sideways. I bring the nets out for classes. Every time a little one takes a lesson I give the parents a foam ball, at my expense, to go home and practice so they can learn eye hand coordination. It's not slow start tennis anymore. Kids don't stand in line and wait like we all learned. We stood in line and waited for 10 people to hit. Meanwhile, we were back in the back punching each other because we were bored. This is a pretty good idea of the activity level of the kids that stand around and don't do anything; it's called slow start tennis.

Mr. Randolph asked how many students do you have overall?

Ms. Allen responded the groups are small. Right now in the 4:30 group is about eight or nine kids, the 3:30 group is about four or five kids, on Monday, Wednesday, and Thursday. Each month is different because of soccer, football, basketball, cheerleading, lacrosse, Girl Scouts, and whatever else there is. I have drop-ins. Sometimes I will have 11 or 12 people out there for one hour. The next time I will have six at the same time the next day. The groups are small, but they are growing. Because we are a year around sport we have to compete with sports that have specific seasons.

Mr. Randolph asked collectively at one time on average what's your student count?

Ms. Allen responded 80 to 100.

Mr. Randolph asked would you say that all of the students reside in this neighborhood?

Ms. Allen responded as far as I know they do.

Mr. Randolph asked do you check that?

Ms. Mickelson responded on the forms I get there's a place for the address. They are all local.

Ms. Allen stated again, we are not taking away an opportunity for adults, we are adding an opportunity for kids.

Mr. Thibault stated in an e-mail I received with comments from homeowners, and I guess we haven't seen them all, there were two e-mails that said they had actually played on courts where the Quickstart lines were drawn. They said they were distracting to them and to the people who would be out of bounds refs. They said that members of the league would play ref and the lines would cause confusion with singles because they are so close. You say you don't think they would be distracting, but I received two e-mails from people who played on them and said they were distracting.

Ms. Allen stated I would like to know where they played on them. At the US National Tennis Center in New York people pay \$62 an hour to play on courts with Quickstart lines.

Mr. Hayes stated Dede forwarded me the e-mail she is going to talk about. I got myself stirred into this. I don't know how many e-mails you got, but I got quite a few because I point blank asked because I want to know the reasons people are saying these lines are distracting. I really don't think that is the issue. I really think the issue is we have very nice tennis courts and it's like going out to those nice fairways and putting a chalk line across them. The director of the USTA forwarded me the Billie Jean King National Tennis, Home of the US Open. They didn't obviously mark the outside courts because they are on national television, but all their indoor courts, which I'm sure they have dozens of indoor courts where the public comes in and pays \$62 an hour to play. She says they have already lined three and they are going to do another three courts. Their leagues were public players just like anybody here. To say the lines are distracting I really want some of those people to come and address publically and tell me that that line is more distracting than going and watching Florida play on a field that's lined for soccer or lacrosse.

Mr. Thibault stated the difference is when you have a football field at the high school, college, and professional levels, the referees are mandating where the ball is at. That's what those lines really determine.

Mr. Hayes asked have you ever refereed a football game?

Mr. Thibault responded no.

Mr. Hayes stated I draw the lines out there, I do. You have to focus on the lines, you are right.

Mr. Thibault stated what I'm saying is it's not up to the players to determine what the lines mean; it's up to the referees. In this it's up to the players.

Ms. Thomas stated we don't have referees here.

Mr. Thibault stated that's my point.

Ms. Thomas stated there are never referees here; you don't have to worry about that.

Mr. Thibault stated like I said, it's not up to the players on the field; it's up to the players to understand what the lines are on the court.

Ms. Thomas stated which we are saying they shouldn't have any issue with.

Mr. Thibault stated you say they shouldn't, but we have e-mails.

A Resident stated we are just talking about painting lines on something. We are not getting \$62 every time somebody goes and plays out there. Are we talking about the neighborhood paying to paint lines? What is that cost?

Ms. Allen responded the costs run about \$300 to \$500 per court. The USTA has grants. I have not applied for one yet because grant writing is difficult and I wanted to wait until we had approval to apply. I talked to Mr. Christian in their office the other day and he said not to worry about it. I talked to Tracy the other day and talked to some of the parents and they are willing to contribute some money towards the costs of the lines.

A Resident stated if the neighborhood isn't paying for it and you get money to pay for it I would say go for it, let her paint stripes, who cares.

Mr. Kurtz stated I have been here for almost four years. I have two kids that have taken tennis and I know Dede from when I first came into the subdivision. She is extremely credentialed and she has played tennis for a long time. I have two kids that have played regional tennis. I have gone through the ropes of teaching children to play tennis. I have watched it for years. I played in a league that had over 100,000 members. There's not one court that I can recall that has these lines on it. My personal opinion is it's the same as when the kids have swim meets, they use temporary fixtures. It's the same thing with the soccer field. We shorten the field with temporary fixtures. There are not any permanent fixtures on those fields. From what I'm hearing these parks and recreations are private institutions. I don't know one subdivision that has it, not one. I play tennis two to three days a week and it would be a huge distraction to me. Do any of you board members play tennis?

Ms. Bock responded no.

Mr. Hayes stated the doubles line would be more distracting on a singles court than these lines would be to you.

Mr. Kurtz stated that's to you. Everybody's opinion counts. I think what she is doing is great. I think teaching the kids with the proper size racquets and lines, there's nothing wrong with that.

Mr. Hayes asked the last time you came up here to play tennis how many of the other courts were being used? When you just come up to play on your own, or just you and your wife or you and a buddy, how many of the courts were actually being used?

A Resident responded all four last night.

Mr. Hayes stated you have a Wednesday night men's night, I know that. When you come up on the spur of the moment how many of the courts are being used?

Mr. Kurtz responded I would say about 60% of the time two to three courts are being used. It's mainly the evenings. I play sometimes on the weekends during the afternoon.

Mr. Hayes stated you have a favorite court, right?

Mr. Kurtz stated I play on courts 1 and 2.

Mr. Hayes asked how often are you not able to play on court 1 or 2?

Mr. Kurtz responded about 20 to 30% of the time.

Mr. Hayes stated two out of 10 times you have to go to court 3 or 4.

Mr. Kurtz stated that's not the point.

Mr. Hayes stated that really is the point. We are not saying we are going to line every court. My suggestion is to start off with one court, it's paint. Let's see where it goes. In 15 years your tennis career is probably going to dwindle. In 15 years a seven year old is going to be 22 years old.

Mr. Kurtz stated I'll tell you right now in 15 years I will be playing tennis.

Mr. Hayes stated it's a lifetime sport. We are trying to get the kids on the court. You have to create the fields so the kids will come.

Mr. Kurtz stated People Magazine has an article about Venus and Serena. I grew up on courts in California that had grass growing on them and no mats.

Ms. Bock stated could we please not get into that.

Mr. Kurtz stated all I'm getting to is you are asking for people who really play the game and people that have kids that have played the game. Both my kids play college tennis. As small kids they didn't have these lines, they had cones, they had temporary fixtures that they

learned on and they didn't suffer and learned the game and learned it well and developed into good players.

Ms. Allen stated the Quickstart program wasn't in existence, it just started. The summer of 2009 was the very first Quickstart league. I know the southern section of Atlanta is huge. The entire southern section has totally adopted this. There are tennis centers all over the country that have it, but it is new.

Mr. Moore stated I have been playing tennis since I was old enough to learn. I grew up playing competitive tennis and I still play competitive tennis. I completely understand what you are talking about. I grew up the same way you grew up and the way your kids grew up. I also now have little ones that are trying to play the game. I tried to teach my kids the same way I learned playing on the big court with the big net and the big everything. It has been a challenge for me; I'll be honest with you. Until the Quickstart program started we didn't have any other means. We have that now and my daughter has progressed tremendously in the last year since she started not only with Dede, but with the program and having the courts shortened and allowing her to graduate into her abilities to take advantage of the full size court. That's been a huge opportunity for her and for my daughter to take advantage of. We talk about kid's sports programs, we talk about soccer, they play on a smaller field, we talk about little league, they play on a little field. I teach baseball and coach baseball and play baseball. My son is now 11 and playing on a small field with shorter bases and shorter mound, everything to allow them to graduate their abilities to be able to play on the larger field. Do you know what the first tee is? The first tee started to get kids on the golf course who normally wouldn't have access to it. They shortened the course, they made it easier for them, they opened up the tee boxes, they did everything to get kids out there. The only way you could do it was not by making them play from the tips, but by making it a children's tee. It's the same exact thing we are looking for.

Mr. Thompson stated it seems like we really have a couple of different issues. I don't play tennis, so whether we put the lines down or not, I really don't feel like I'm entitled to an opinion because I don't play tennis, it should be the people who play. That's an issue. A separate issue, where I agree with this woman, is who pays for it. If everybody agreed it was okay to put the lines down and Dede and the parents were going to pay for it, so be it. I taught little tiny kids ice hockey for years. I think you have to be careful not to confuse some things. Nobody is saying kids shouldn't be playing on a shorter court, using little racquets, but the question is whether you want to put down other than temporary lines. One is who is going to pay

for it and one is do you want to paint them on or continue to lay them in as they need the court? It's just an observation.

Ms. Moore stated I don't play tennis. I grew up playing competitive sports. My kids aren't of this age anymore, but I can see the benefit to it. I don't know if anybody knows what the term "getting tight" is, but we are in an economy of getting tight, we are not a private tennis club, we are an amenity in the neighborhood and I think maintaining what we have is our hugest priority right now with so many empty homes. Our hugest priority is maintaining what we have. If she gets money for it and it's not a homeowner funded deal, I'm just not sure I understand, if it's just one court, what the big debate is over it. If they are willing to pay for it and get grant money for it themselves and there are still two courts available for people that it does bother.

A Resident stated I play tennis three times a week and I prefer not to have permanent lines down.

A Resident stated my son Gunner plays Quickstart. I agree with the way Steve approaches this. This is a new program and it is a highly accepted one by the US Open courts. I think we are a family residential area, we attract families with children. This program allows access for the young kids to play tennis and I think it increases our home values. I'm not sure I understand why it would decrease the values. We have a swimming pool that attracts children. I think it helps our home values.

Ms. Thompson stated I respect your opinion. If your kids did have that opportunity growing up they could have been that much better. We don't know what could have happened if this had occurred.

Mr. Oliver stated we did take a survey. It actually turned out pretty inconclusive from the numbers I saw from Heather. For those people that did respond I want at least a summary of those numbers, the pros and cons, to be read into the record.

Ms. Mickelson stated from the ones I received back I had 13 no and 28 yes.

Mr. Oliver stated this was an unscientific survey. Nonetheless, I think the Board and audience have voiced both sides of the argument pretty well.

Ms. Bock stated it wasn't a vote it was what do you think about this?

Mr. Yuro stated I forwarded the e-mails I received to the board. From the ones I received it was probably about a 50/50 split.

Mr. Thibault stated I want to make it clear that by not painting the lines does not prevent the Quickstart program from happening. A lot of people that are saying they are for it are

expressing the fact that they want their children to have the opportunity to play on a shortened court on something that's more appropriate to their size, but by not painting the lines does not prevent them from being involved in the Quickstart.

Mr. Randolph asked who did you survey?

Mr. Yuro responded the entire community.

Ms. Mickelson stated I think I have about 500 e-mails.

Ms. Bock stated if someone didn't get it they probably got a bad e-mail address. If you are not getting Heather's things then that's probably what the problem is. It was not a vote it was just if you have some thoughts on this.

Mr. Thibault stated what if they paint one court and there's an adult on that court. Let's say there's two adults on a court and they are playing and they happen to be on the court that got painted and the other three are open and a child shows up. Do they have the right to kick those adults off of that court?

Ms. Bock responded we might have to establish some rules.

Mr. Hayes stated there's a courtesy just as there is on the golf course. If all four courts are being used by adults and a kid walks up he is going to have to wait until that court becomes free. If there's an adult on court 4 and three courts are open the kids has to say do you mind if I use the shortened court and you move to another court. That's going to be up to first come first serve. I don't think we are interfering with that.

Mr. Randolph stated I think the program could still prosper without the permanent lines so I am torn. I think at the moment, considering there aren't any other courts in the area that are painted, even in the region, I don't know if we want to be the cutting edge neighborhood and set a precedence. From the feedback I got showed 50% of the folks that responded were not in favor of painting the court. At the moment I would probably not support painting the lines on the courts.

Mr. Hayes stated I would like to address Ed's concern about permanent. It's paint. When is the next time we expect the courts to be resurfaced?

Mr. Yuro responded they were resurfaced about two years ago so probably not for another three or four years.

Mr. Hayes stated you paint it, you are cutting edge, and it does not affect adult play whatsoever. I refuse to agree to that. There's three other courts for them to play on. Give the kids the opportunity. If it dies, one of the e-mails Mike handed out someone talked about it just

being a phase it will go away. If it goes away and we resurface the tennis courts you resurface them just like they are now.

Mr. Randolph asked do you have to pay an additional fee every time they are resurfaced to paint the lines?

Ms. Allen responded no, you negotiate that when we do the whole court.

Mr. Hayes stated I will make a motion to look at one court initially, try to meet in the middle. I was thinking that would give Dede the power to go and ask for her grant that they seem to be very positive about and pursue doing one court and see where it goes.

Ms. Bock asked who is paying for that?

Mr. Hayes responded the grant money and also the parents have already gestured \$300.

Ms. Bock stated not the CDD.

Ms. Allen stated no.

Ms. Bock stated we have a motion, is there a second?

Mr. Hayes stated we will do court 4, the furthest one away.

On MOTION by Mr. Hayes to paint court 4 with the Quickstart lines. The motion died for lack of second.

FIFTH ORDER OF BUSINESS

Discussion of District Agreements for Maintenance Services

A. Consideration of Renewal Proposal for Pool Maintenance

Mr. Oliver stated the next item is consideration of renewal proposal for pool maintenance. Mike has provided to you a copy of the renewal, as well as a memo outlining his recommendation.

Mr. Yuro stated I put together a summary for the board of my recommendation with the proposal attached. Arsenault did not raise their rates for the upcoming year. We actually increased the number of visits because I've started the swim season a little bit sooner. In the timeline since I have taken over I have become very comfortable with the level of service we are getting so it would be my recommendation to the board to approve the proposal for the upcoming year.

Ms. Bock asked are we okay not getting other proposals?

Mr. Haber responded yes.

Ms. Bock asked Heather, how is your relationship with Arsenault?

Ms. Mickelson responded it's a good relationship.

Mr. Yuro stated I did confirm with Heather and she thought they were doing a good job. I checked with some of the other neighboring communities, as well, and they were all very satisfied. That's why I didn't go out and solicit additional bids.

On MOTION by Mr. Randolph seconded by Mr. Thibault with all in favor the renewal proposal from Arsenault Pools for pool maintenance was approved.

B. Consideration of Proposals for Security Services

Mr. Yuro stated these proposals I am bringing before the board, both the pool and security, are ones that the term is coming up. The security proposal, I did solicit additional proposals because I wanted to give the board some options. I only received two back, one from Giddens, who is our current provider, and one from Ever Vigilant, who is doing work at St. Johns Forest. You'll see by the proposals that Ever Vigilant is actually a lower hourly rate. What I asked them to do is bid based on the current scope, which is 40 hours a week. Also, I wanted to provide an option to the board because currently that 40 hours a week is broken up into five eight hour shifts. I wanted to provide an option to the board to keep the hours around 40, but to get seven days a week coverage. I asked if there was an option to do seven six hour shifts. Giddens, in order to do that, their rate went up because they said they would have to pay their security guard more in order to agree to that. Ever Vigilant's price didn't change. Even though it's more expensive my personal recommendation is to stay with Giddens Security primarily because the security officer we currently have his name is Paul and in my opinion he is doing a very good job, he has been here for about three years, and has gotten to know the community and the kids, he knows who belongs here and who doesn't. He also has received unsolicited several endorsements from the local sheriff's deputies that patrol in here off duty. Three or four of them that patrol regularly have told me we have a good security guard with Paul, better than most that they deal with. For those reasons I thought that value was there, which is why I made the recommendation. The proposal received from Giddens didn't increase from the previous year.

Mr. Hayes asked if we were to go to seven days a week does that force us to have off-duty deputies here additional days?

Mr. Yuro responded let me explain how it's currently working. I make sure to coordinate with both Giddens and St. Johns County on their schedules. The St. Johns County Sheriff's officers are in this neighborhood anywhere from 20 and 24 hours a week, typically in four hour shifts. They typically show up between 10 and 4. Their records indicate if there's going to be activity that's when it's going to happen. On the two days that Giddens is not here they make sure they have patrol here and they typically come a little bit earlier. We are right now effectively getting seven days a week coverage. It's just that two or three days a week it's an overlap. My recommendation would be to stay with the five days a week coverage, continue to coordinate the schedules, and stay with the current firm we have.

Mr. Randolph asked are Giddens here set hours?

Mr. Yuro responded their current hours are 6 to 2. During the summer months they work up to six days a week because of more activity in the summer. We just recently bumped them back. The Sheriff's Office hours are typically 10 to 2, but they vary. They don't want anybody to be able to establish a pattern when they are here. They also monitor calls for service in our neighborhood. If it looks like calls are going up they will get in here a fifth day. If things have been particularly quiet they might not, they monitor it that way.

Mr. Randolph stated I saw on the bill what we are paying them.

Mr. Yuro stated \$30 an hour. When the county is here they are off-duty, but they are dedicated to this neighborhood and they don't answer any other calls. They are in their uniform and in their patrol car.

Mr. Thibault asked when are they going to start patrolling without us paying them? This is county property. Isn't that why we did the traffic study so the Sheriff can come in and monitor?

Mr. Oliver responded this is an additional service you are paying for.

Mr. Thibault asked are they currently coming into our community?

Mr. Yuro responded I think they do. I don't know if there's a set time. For example, I know there were other patrolmen in here that were not being paid by us. For example, when the seatbelt law went into effect, I know at least one day in particular a lot of people got tickets and it had nothing to do with the group that we were paying. It was a totally separate department. I don't know how they schedule it, but I do believe that we get whatever the normal patrol would be in the neighborhood. The \$30 an hour we pay is to have dedicated people in here for certain hours.

Mr. Thibault stated so if someone called the police they don't come.

Mr. Yuro stated they definitely show up under that program. We get some feedback from the Sheriff's department on calls. They try to do it quarterly. I was told our current situation is working pretty well. Since we have had the Sheriff's deputies in here and they have been tracking the calls all calls for service whether it be alarms, break-ins, anything are down in our community like 34% or something like that. Along the 210 corridor the average for all the communities, including some of the gated communities, has gone up 14%. I was very encouraged to hear those statistics.

A Resident stated I remember when you all started this conversation when we were having people come in the back entrance. For some reason they are paying more attention even when they are not working our neighborhood. I don't know if it was the argument that they thought we were responsible for our streets even though we thought they were more responsible so they kind of neglected us a little bit, but now that we have the security guy here that notifies them he needs help or needs them to check something it seems like you see them more, not just at late hours, they are busting people at the stop sign and giving us more attention. I don't know if it's because they have developed such a good working relationship with the security man and he gets them in here for other things or what, but all of a sudden they are paying attention to us. I haven't had two bikes stolen since we started all of this.

Mr. Thibault stated instead of doing 42 hours at \$17.89 if we went 52 hours, which is seven day coverage eight hours a day, we are actually only paying \$6.24 per hour extra for those additional 12 hours if we are looking for seven day coverage and we are still getting the eight hours a day.

Mr. Yuro stated when we bumped it up to eight hours in the summer the hourly rate stayed the same. Getting someone to come out for a six hour shift I guess was going to be more difficult so we had to pay more. My personal recommendation, unless the board wants to increase we can, but the current situation appears to be working pretty well at five day coverage. I expect with Giddens if we want to go to six day coverage or seven, as long as it's in eight hour shifts, the hourly rate I would not expect to change.

Mr. Thibault stated I don't have a problem with five day coverage, but if we are really looking at going to seven day coverage it would almost seem more advantageous for us to stick with eight hour shifts for costs.

Mr. Randolph stated I guess if you curb some of the off-duty deputies coverage it saves money.

Mr. Yuro stated my own personal opinion I think we get a lot more bang for our buck with the Sheriff's deputies here. Initially when we first started we had Giddens here seven days a week 12 hours a day. What we ended up doing was pulling them back and supplementing with the Sheriff's Department. That seems to be working well. Giddens is here on scheduled days 6 to 12, rain or shine. The Sheriff's Office might be in here five days some weeks and four days other weeks. They may even cut that back to three days depending on the circumstances. They are monitoring calls and they are here generally four days a week.

On MOTION by Mr. Randolph seconded by Ms. Bock with all in favor the proposal from Giddens Security Corporation for security services was approved.

C. Consideration of Paver Repair Work Around Pool Area

Mr. Yuro stated I didn't provide you with a recommendation on this because there are some options. It started out I received a proposal to repair some of the brick paver areas around the pool. There are several areas at the pool, particularly around the drain at the back of the pool where the pavers are sinking. There are other areas around some of the steps where some of the pavers are sinking. The columns need to be taken apart and reset properly. There are a number of areas around the pool that need professional attention. In addition to that, we had the health inspector here earlier this month. The report flagged an area by the kiddie pool by the skimmer where some of the pavers are sunken. What I chose to do was to solicit proposals from three different companies. We certainly need to fix the area by the kiddie pool or the Health Department will shut the pool down. Those other areas around the pool that the Health Department didn't notice are still a safety concern and I would strongly recommend we get those fixed. I also took advantage of the fact that if we are going to have a paver company come in here, if there are other enhancements that might be worthwhile to look at, I asked them to give me a proposal on some of those other items. Items 1 through 5 are what I just talked about, repairing all non-level paver areas, repairing the damage to the paver areas, addressing the outside pool drain repairing the columns that are in need of repair, and some of the handrails are loose. To me those are things I think need to be done. I separated out Item 6, which was to repair the pavers around the kiddie pool. The only reason I separated that out is if the board

chose not to spend a dime more than we have to to keep the pool open, that item is per the health inspector. In addition, I asked them to give me some ideas and some costs for what I considered to be improvements for the board to consider. One is to provide some type of a ledge around the pool. Right now every time it rains all the mulch around the pool washes down on the pool deck, gets in the pool, and gets in the drain because the mulch is stacked up higher than the adjacent around it. What I asked each company to do is look at that and give me a price to either put a second cap on it or a paved edge, give me some ideas of what we might be able to do to help hold that mulch from washing into the pool. It increases maintenance in the pool because you are getting fertilizers in the pool and it clogs up the drain. Two other things I asked them to provide were for the possibility of a golf cart parking area. There are a lot of people that take golf carts to the pool. Golf carts end up getting parked all over the place. In looking at the usage up here there are a couple of areas that seem to make sense. Right outside the building under the trees there's an area that we are just not being very successful maintaining the grass. Because of the trees and roots and what's all there it always looks worn out. What I asked them to do is provide me with a proposal. That would be one area that I would suggest we put some golf cart parking. I asked them to provide enough square footage for 12 golf carts to give the board an option if you wanted to address that. The other one was, particularly when the women have their matches, I was up here yesterday and there were six golf carts parked all off that sidewalk, which is another area where we are having trouble maintaining the turf. There is another area over by the playground that's difficult. I asked them to give me a proposal to add a parking area over there, as well. Those other options certainly aren't necessary, but I asked to provide them in the event the board felt they were ideas worth pursuing. With all that being said, that's why I didn't give a firm recommendation. One contractor was certainly higher than the other two. The other two contractors their prices were pretty close, but it could vary depending upon if you wanted to do just the fixes we need, then one contractor would be the likely proposer, he was cheaper, but if you wanted to do the fixes plus some of the other improvements, then the other contractor may be the better candidate. Maybe I provided too much information, but knowing we had to get somebody out here anyway I thought it was a good idea to take advantage of it while they were here. We certainly could do this in stages. We could just do the repairs and nothing else, but I wanted to present some options to the board. I have a proposal from Paving Stone Concepts to do the repair work to the pool and kiddie area, not including the ledge for the mulch and not including any of the parking areas.

Mr. Randolph stated these are things that were pointed out by the health department that need to be fixed in order to get us back in compliance.

Mr. Yuro stated the one was. The other was a maintenance item that needed to be taken care of. It was \$2,050 for the same level of work. First Coast Pavers was \$1,850. Ricky Stewart Construction, for that same level of work, was considerably higher at \$5,000.

Mr. Randolph asked are these common repairs?

Mr. Yuro responded I don't think there have been any repairs done like that since the pool opened. The pool is nine years old and we just have some areas that are settling. The good news is most of the brick pavers are still good. We just need to lift them up, put some more sand in, re-compact them, and reset them for the repair work.

Mr. Randolph stated that has nothing to do with the woodchips floating into the pool.

Mr. Yuro stated we have prices for all of it. If I were to give a recommendation to the board I would like to at least see the repairs that need to be done and the option to prevent the ongoing maintenance issues with the mulch. Personally I would like to see that be addressed. The other parking areas for the golf carts could be an enhancement that might make sense.

Mr. Thibault stated I think part of the problem with the grass is people are already parking their golf carts there anyway.

Mr. Yuro stated probably.

Mr. Hayes asked would the golf cart parking be concrete?

Mr. Yuro responded we are looking at paver areas, either consistent with the pavers that are out here, or consistent with the bike parking space, which is 12X12 pavers with trim around it.

Mr. Randolph stated the other day I rode my bike to the fitness center and had trouble parking in the bike parking because of two golf carts parked on either side.

Mr. Yuro stated this is our amenity area and this is the area I would like to see look the best, but because a lot of a lot of traffic and just the way our residents use the facility, a lot of them are taking golf carts up here. Yesterday along that sidewalk there was six golf carts pulled each way parking on every little patch of grass and that's why those patches of grass don't look good. If we provide a spot by the playground I believe they would all park in that spot and maybe the rest of it will start looking better.

Mr. Thibault stated I almost like using a combination because for example, the pavers around the edge, First Coast Pavers is significantly more expensive for that, but they are cheaper on every other line item. Are they overestimating the job?

Mr. Yuro responded I talked to them all about the options. Certainly, we want something to look like it was supposed to be there. I also told them that we are probably going to want to see some kind of a mock-up before a final decision was made. Those guys are the experts. I was just throwing out some ideas. It could be they are not quoting on exactly the same type of stone.

Mr. Hayes asked who are you comparing?

Mr. Thibault responded Paving Stone Concepts and First Coast Pavers.

Mr. Hayes stated one is charging \$600 and one is charging \$2,500.

Mr. Thibault stated if you look at the one above it it says add caps to all walls to control erosion.

Mr. Yuro stated I think what he is talking about there is we have the walls out there that have the cap on them, but then you have these other landscape areas like between the two steps where it's flush. Right now the landscape is flush with the paver area adjacent to it. I think he was looking at two different things.

Mr. Thibault stated \$4,600.

Mr. Yuro stated if the board chooses to go with one we could set a not to exceed, but then continue to work with a final what's it going to look like. I think as long as we address this within the next month or so with the health department we aren't going to get shut down. We can bring a mock-up back to the board with the final two choices from whichever company you pick and move forward.

Mr. Hayes asked can you bring us back a photo of where these proposed parking areas are?

Mr. Yuro responded I can certainly bring that back. I would like to at least get a motion so we can move forward so I can tell the health department that we have selected somebody. I wouldn't want to schedule repairs until after the swim season is over at the end of this month. Our next meeting is in November, so if we can select somebody to at least do the repair work we can get that started. If you bring them out in multiple stages then you are losing some efficiency. If they come out and do the kiddie pool, which is one area of this bid, and then we bring them out a second time to do other areas I think you typically lose some efficiency in dollars. If we had them come out and address all of the repair areas at one time and then brought them back a

second time for the optional install of the new pavers I don't expect any difference because those are two separate efforts. I think we could move forward with the repair and get a more specific picture location of the other enhancements at a later date. I would recommend First Coast Pavers because their initial price is lower. They are also the ones that did the initial work.

On MOTION by Mr. Thibault seconded by Ms. Bock with all in favor the proposal from First Coast Pavers for repair work was approved.

Mr. Yuro stated before the next meeting, on these other optional areas, I will get more specific information for you to look at and then you can make a final decision.

SIXTH ORDER OF BUSINESS

Discussion of Policies Regarding Third Party Vendors

Mr. Oliver stated counsel is passing out a policy that he has drafted. Most districts and communities don't actually have formal policies regarding third party vendors and their insurance requirements, license requirements, and contract requirements. Wes has drafted a policy for the board to consider. It can be enacted tonight or you can take it and study it and we consider at another meeting. It's really just to formalize agreements with third party vendors, as well as protect the district, more than anything else.

Mr. Haber stated what the policies do is they seek to give Heather some control over who the vendors are, rather than anytime an idea may come up having to come to the board for that specific issue to the extent the board is comfortable giving Heather that authority. From that point it details the manner in which the specific provider needs to act as far as liability, insurance requirements, indemnification, all those are set forth in the policies. Once a specific provider is agreed upon we would suggest they enter into this agreement. An exhibit gets attaches which would describe the specific services they would be providing. The agreement would be the same for each, which essentially addresses care of the property, indemnification, insurance, and the typical provisions you see in the agreements, public records, cancellation, termination, attorney fees, and those types of things. It's all strictly to protect the district as it relates to a relationship between a provider and the district. Whether a contractual relationship for a provider and the district is appropriate is a different issue, but to the extent it's determined it is I think these are good framework for governing that relationship. There are other districts that have adopted these.

I saw in Mike's memo he raised the issue and I thought it would accompany Mike's issue well to consider it all together.

Mr. Yuro stated this came up for two reasons. One is to protect the district. For example Dede has an agreement in place that gives her the right to use the courts and when she can use them and it's only for St. Johns Golf and Country Club residents. Some of the other providers don't have agreements like that. Number one it would protect the district against anyone who uses our facilities for residents that don't live here. They would have to have an agreement for the insurance requirements and so forth. Number two, it was also to protect that service because a lot of these services, whether it's the swim lessons or the tennis, are great services to offer to our residents, and to prevent any potential issues down the road with scheduling. On the tennis court for example, someone could be up here playing tennis and the tennis team comes to play, there's nothing that would give the tennis team priority. It's to protect the district, but also to protect some of those services to the residents to make sure they can continue to work well.

Ms. Bock asked would any of the supervisors object if we took time to study this and put it on the November agenda?

Mr. Thibault responded I think it's a good idea.

Mr. Hayes asked would these agreements be retroactive and would we have all the vendors who are participating in any type of activity now sign these?

Mr. Haber responded we could certainly obligate them to do that. To the extent that we have vendors that are providing services that don't have these agreements we could say in order for you to continue to provide your services you need to sign these agreements.

Mr. Thibault stated these agreements would only be active for people who are providing services to groups. I use the gym at different times of the day and there's always a different personal trainer in there, but they only have one or two people. I'm not sure if that personal trainer is from the community, but you can look at it as they are a guest of the person.

Mr. Haber stated that's exactly right and that's why I raised the issue of whether it's appropriate to even have the agreement or not. I don't think it's appropriate to have an agreement in those instances because it's just a guest and probably overkill, but someone who is providing the services to groups. That's where we would look to Heather in some instances to make that call, whether this is something that the district needs this level of protection.

SEVENTH ORDER OF BUSINESS

Discussion of Sidewalk Repairs

Mr. Yuro stated at the last meeting I mentioned to the board that I was preparing to solicit some proposals to repair some sidewalks. Some of the elevations were starting to separate to where it was a trip hazard. Wes pointed out that his recollection was the HOA documents already covered that. In the HOA documents under Article V, Section 5.1, maintenance of lots, it does say each owner must maintain the sidewalk and landscaping located in the public right-of-way adjacent to his or her lot unless the association or CDD assumes all or part of such maintenance responsibility. My personal opinion is the HOA documents are typically dealing with aesthetics; they are dealing with lawn maintenance, edging your lawn, those types of things. I would interpret this as yes, the homeowner is responsible for their landscaping and sidewalk as it relates to mowing the lawn, edging the strip, if the sidewalk is dirty they need to pressure wash it. As it relates to health and safety issues I would recommend that the board formally assume that responsibility for a couple of reasons. I even called the county and asked them how they deal with it because the county maintains roads in many other neighborhoods that don't have CDDs. It was Andy, the Assistant County Engineer, that told me they had the work orders budgeted in their line item and regardless of what any HOA document might say if there's a safety issue the county is going to fix it because if something happens and there's a lawsuit the county is going to get dragged into it anyway because it's their right-of-way and they think they would lose. The other thing is if you have homeowners responsible for fixing sidewalks you could end up with a very inconsistent sidewalk, a sidewalk that doesn't meet current design standards, and if that homeowner moves it could open up a whole can of worms. My recommendation to the board, to eliminate any future questions on this as it relates to health and safety only, would be to let the CDD maintain the maintenance responsibility for the sidewalks and landscaping. When I say landscaping I'm specifically referring to the street trees. If it's an aesthetic type of issue then I certainly think that stays within the realm of the homeowner. I would also point out, for example, part of our traffic study that was done requires several trees that are blocking the line of stop signs to be trimmed. Again, that's a safety issue the CDD should have the have the ability to go ahead and address.

Mr. Haber stated I don't disagree with what Mike said. I think where one issue Mike and I may disagree on is the level of obligation the HOA documents put on a specific homeowner. It says the homeowner is obligated to maintain the landscaping and sidewalk and in the next section 5.2 it provides definition of maintenance, which specifically provides that responsibility for maintenance includes responsibility for repair and replacement as necessary to maintain the

property to a level consistent with community wide standard, which I think could be interpreted, there's no case law on this, but I would feel comfortable in front of a judge saying it was a homeowner's obligation to maintain that. That doesn't say you don't have the right to do that. You could, and it specifically provides for your ability to say, we, the CDD, want to have control over this, it's important to enough to us to say we are going to take control over the safety issues that Mike identified. I think there's an interpretation that says it would be a homeowner obligation.

Mr. Thibault asked how does the HOA have the right to put the obligation of something it doesn't own on somebody else?

Mr. Haber responded it doesn't have that right and I don't think the document does that.

Mr. Thibault stated we own the sidewalks; the HOA doesn't own the sidewalks so how can the HOA dictate who has maintenance requirements?

Mr. Haber stated it's a covenant that runs with the land that the homeowner agreed to when they purchased the property.

Mr. Thibault stated because they own to the street.

Mr. Yuro stated your lot goes to the right-of-way. The sidewalks are inside the right-of-way; the sidewalks are not on your lot.

Mr. Thibault stated it would be like saying I was responsible for the culvert that runs underneath my lot for the street water to get to the pond. I'm not responsible for that just like I don't think the homeowner should be responsible for this. I think we should take responsibility for the sidewalks. Just like the CDD has responsibility for the homeowner who had a leak in their underground culvert and it was eroding their lawn and we went in a repaired it.

Mr. Haber stated rather than a broad statement the district should be responsible for the sidewalks, it's entirely up to your discretion, you could have full responsibility for the sidewalk which would go to aesthetics, pressure washing, but if you limit it to safety issues that are in your sole discretion a safety issue, in other words if a resident comes to the board and says it's up a quarter of an inch my daughter tripped on it and we send out an expert and the expert says that's unfortunate their daughter tripped on it, but that's not a safety issue, you, the board, will have in your sole discretion to say sorry, we are not fixing it and that's unchallengeable. I want to give you the authority, in your sole discretion, to determine whether a safety issue exists and if it does you can fix it.

Mr. Oliver stated the board can always expand that later if they wanted to.

Mr. Thibault stated I agree.

Mr. Randolph asked what the cost estimate for replacing a panel in the sidewalk?

Mr. Yuro responded we haven't gotten one yet. I was advising the board at the last meeting that I recently had noticed some and I was going to start that process when this came up. I didn't want to get too far into it if the board was going to take the position that it's a homeowner responsibility.

Mr. Hayes stated in the long run that may be costly for us. If the burden in the CDD documents you sign when you moved in here state you are responsible for that I understand, but maybe we could facilitate the process and say we have a contract with X or Y and here's the bill, but we could facilitate the construction of the sidewalk or the reconstruction of the sidewalk as opposed to getting these ad hoc kind of sidewalk replacement projects in place. I think as you go down the road and start to get some of these trees that the roots are starting to expand and getting sidewalks that pop up all over that may be a major burden for us when we should be spreading the burden amongst the residents.

Mr. Thibault stated the residents are paying for it. My only argument to that is we all use the sidewalks. I don't have a sidewalk in front of my yard.

Mr. Randolph stated I'm saying for folks that took that on when they signed that document that they have a sidewalk in front of their homes. They read that document that said you are responsible for making sure it looks aesthetically pleasing and that fact that if you go out there and you have a large piece of equipment and you break the sidewalk you are going to be responsible for it. I'm using that as another example as opposed to Mother Nature and a tree root uprooting it, just normal natural occurrence. I think we should approach it as you knew you were responsible for those repairs when you moved into that home.

Mr. Hayes stated the fact that my other job is going around the neighborhood an policing and so forth, and I know Mike would agree with this because he has mentioned this before, if you put the repair of a sidewalk and the responsibility, probably 95% of the community members would probably take the bill, but there's a group you are going to fight tooth and nail and have to put a lien on their property if you go and order that repair and send them a bill because they are not going to pay it. We have certain members that don't pay their HOA fees. The community already pays for the repair. To safety issues, deterioration, if it starts to crack it becomes a safety issue, cosmetics, pressure washing, that's the community. They need to edge it and that's what I go around and police each week. I think you are at a fine line. When you start to get to

deterioration and what one person is doing and the other is not, one person is employed, one person is not, they are divorced and don't have the money this week.

Mr. Yuro stated the other potential concern is a person saying I will do it myself and you end up with who knows what as far as design standards. That would be a concern I have.

Mr. Randolph stated that's the flip side, but I'm just thinking from a cost perspective. You saying we are paying for it and it's currently in the budget. Say you go out there next week and there are 100 panels you need to replace. Do we have that in the budget? Next year do we propose a cost increase to cover the repair? If that's how you want to handle it, that's fine.

Mr. Thibault stated a few meetings ago we had discussed a capital project plan. I think this would have to be something we consider. There's probably not a lot of cost out there right now, but in the next five years.

Mr. Hayes stated I think that's going to be a major occurrence as those tree roots grow. You are going to see this up and down the streets.

Mr. Thibault stated I think it's going to be something we have to plan for.

Ms. Bock asked what are we looking for on this item?

Mr. Haber responded what probably makes sense, because we have the written documentation in the HOA documents, is for purposes of this meeting if you want to instruct Mike to move forward with whatever the current issues are you could approve that and then a motion authorizing the district to assume the responsibility to fix issues with the sidewalk that would result in a safety issue, such repairs shall be in the district's sole discretion. What I would like to do to paper the record is for your next meeting bring a formal resolution that would be kept in the district's records office that shows you have officially assumed that responsibility that we could refer back to. I would be comfortable with a motion, for purposes of tonight to Mike can move forward, but at the next meeting I would bring a resolution that formally puts it in writing that says you are assuming that responsibility and details the sole discretion aspect of that.

Mr. Yuro asked can I add to that the landscaping or maybe just specify street trees? There are a couple of street trees right now that need to be trimmed for the stop sign issue. I guess technically, if you look at the way it's written, somebody could interpret landscaping as being the street trees. I think the street trees need to be included with that as it relates to a safety or health issue.

Mr. Haber stated that's fine.

Mr. Thibault asked aren't the street trees already included? Wasn't that part of our landscaping agreement when we reviewed it?

Mr. Yuro responded I mean to give the CDD the responsibility.

Mr. Thibault stated we haven't already taken that responsibility.

Mr. Yuro stated according to the HOA documents landscaping and sidewalks are the homeowner's responsibility. We need to make sure the stop signs are clear.

Mr. Thibault stated I would also like to include if the damage to the sidewalk is caused by the homeowner they should be responsible for fixing it. If they are putting a pool in and the bobcat rolls over the sidewalk and damages the sidewalk they should be responsible for fixing it.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor authorizing repairs to sidewalks and trimming of trees in the ROW, if staff determines there is a safety hazard, was approved.

EIGHTH ORDER OF BUSINESS

**Discussion of Community Service Hours
for Student Volunteers**

Mr. Yuro stated one of the thoughts I had to help the community save dollars is to try and enlist some teenagers that need community service hours for Bright Future scholarships and so forth to get them to help with some routine clean-up and maintenance type of things, for example, the playground. All those little domes need a good washing. I try to keep the tennis courts clean, but after a while all that pine straw builds up and it needs to be raked and cleaned. Things like that I thought might be a good idea to offer community service hours to some of the local teenagers that live in the community to participate in helping keep the community look good. I talked to the Principal at Bartram Trail High School about it and he said absolutely, that would qualify, and it was a great idea. In talking to Wes, I wanted to make sure the board was comfortable doing that. It would be under my supervision, but I wanted to make sure the board was comfortable with bringing the volunteers on to the CDD property.

Mr. Thibault stated I wouldn't have a problem even going further. I know we are really stern about all the activities being for the residents, but for this kind of thing being community service hours, I wouldn't have a problem with non-residents coming and helping out. If the entire football team wants to have a community service day and they are going to wash down the equipment I don't have a problem with allowing non-residents to come in and do community

service. This is for their college and they might not have a community that allows them to do these kinds of things.

Mr. Yuro stated I wanted to make sure the board was okay with allowing this to happen. It would be as-needed, appropriate events, and supervised.

Mr. Haber stated I don't think it's a bad idea to have a release or waiver signed by the volunteers. It's something I can prepare relatively easily. We have waivers for other reasons that I could easily adapt.

Mr. Oliver stated Heather uses volunteers seeking to earn community service hours. They sign a waiver, but if Wes provides another one, she will use the revised format.

Mr. Haber stated send me what you have and I will take a look it and go from there.

On MOTION by Mr. Randolph seconded by Ms. Bock with all in favor the use of community volunteers for issues to be identified by Mr. Yuro on an as needed basis for community service hours was approved.

NINTH ORDER OF BUSINESS

Other Business

Mr. Oliver stated we discussed having a capital study performed on this district and certainly as the district ages there is going to be need for repairs and replacements. I would like the staff to solicit proposals for a capital reserve study to be done. We could bring those back to the November meeting. A comprehensive capital study but it would certainly prepare us for the FY11 budget season and beyond.

TENTH 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

There not being any, the next item followed.

E. Property Manager

Mr. Yuro stated the plants were put in at the corner of Leo Maguire and Stonehedge. DTE did a good job; they actually put in more than what we requested at their expense because they wanted it to look good. The homeowner is very happy. He couldn't make it to the meeting today, but he wanted me to share with you that they are very happy with the final result. You probably noticed today the Bermuda areas looked like they were scalped. That's deliberate. They are getting ready to overseed so they had to cut down the Bermuda much more than they normally do. They also added all the grass today as a result and that facilitates the overseeding. The overseeding of the soccer area is probably going to happen the first week in November because we still have functions happening. I am trying to coordinate with FPL on maybe getting some additional street lights put in the neighborhood. I know when I was on the board it was brought up several times. There are some dark areas. I put together a map and they are reviewing it. As I get more information I will keep you up to date. The traffic report is finalized and we have one street sign that needs to be added off of Stonehedge for the speed limit. The sign has been ordered. We may be able to put that to rest after a very long time.

Mr. Thibault asked where they okay with the stop sign at your corner?

Mr. Yuro responded yes. During the last week in July there was a pretty strong storm that came through with a lot of heavy winds. It blew down an Oak tree on Eagle Point. DTE came and removed that Oak tree and we did get a proposal to replace it. I think it was plus or minus \$1,200. It's an eight inch Oak tree that was removed and it hasn't been replaced yet. We thought for that amount of money we wanted to make sure the board was okay with replacing it. It was a street tree that blew down as a result of that storm and had to be removed because the trunk was snapped. Now, in front of that house, there's no tree. There were several proposals solicited. In my experience for that size of tree the proposal we got, and I believe it was around \$1,200, is reasonable.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the purchase and installation of an Oak Tree on Eagle Point due to storm damage was approved.
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Mr. Yuro stated relating to the street trees, I got a message forwarded to me today from Dan Zimmer, the general manager. The School Board called and asked if we could trim our trees back because it's raking across the buses as they come through every day. The buses and the windows are getting hit. We did some trimming along the sidewalk before school started so

the kids walking to school wouldn't hit their heads, but the other side of the street wasn't touched yet and it was only trimmed to six or seven feet. It really needs to go up to about 10 to 12 feet for the buses. We have a proposal, it was an option in the DTE, so we could have DTE move forward if the board wants them to.

Mr. Thibault asked how tall are those trees?

Mr. Yuro responded the ones along the sidewalk have been raised to about six or seven feet of clearance. There are some on the other side of the road that are down at five feet that you can't get under. It's not the whole neighborhood, but St. Johns Golf Drive, Eagle Point up to a certain point, and those are the two main areas the buses go. The trees are getting disfigured and the buses are getting scratched. I think the fee in the proposal from DTE was plus or minus \$2,000 to go through and do them all. It's seems reasonable to me. I will certainly send out an e-mail to the residents giving them a head's up to what's coming.

Mr. Thibault stated if it's a safety issue I don't think there should be a question. I think we should go forward.

On MOTION by Mr. Thibault seconded by Ms. Bock with all in favor the proposal from DTE for tree trimming was approved.
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Mr. Yuro stated I got this package of drainage calculations from the engineer today, but we don't want to get our engineer moving on any of this until we have the first interlocal in place, correct?

Ms. Bock stated yes.

Mr. Yuro stated I will just sit on this so he doesn't charge any hours until we know we are getting reimbursed from it.

Ms. Bock asked what about this pool thing?

Mr. Oliver responded that doesn't rise to board level, it's informational only.

Mr. Yuro stated there's a 15 foot drainage behind their yard and they want to encroach into it by five feet. There's a catch basin in the yard drain with a plastic pipe that runs there and there's a berm. They consulted with me about it and I went out and looked at their yard. They consulted with the Water Management District and what they are proposing to do is impact it by five feet. That still maintains a 10 foot drainage easement, which is a typical drainage easement size. They are going to maintain the berm. The berm will get pushed back a little bit, but the

berm will be maintained within that easement. They are going to re-route that pipe as necessary. Off of their property nothing is going to be altered. In my experience and in my personal opinion as an engineer I don't see any issue with it at all. The Water Management District didn't see an issue with it. The reason they are coming to the CDD is the CDD was part owner of the drainage easement. In order to move forward they have to get Water Management District approval, CDD approval, and HOA approval and then get a county permit.

Mr. Hayes asked could this set precedence for someone else doing something else and going into an easement?

Mr. Haber responded Mike drafted a letter and he sent it to me to review. I made it more of a letter agreement where I obligated them to make sure they complied with the Water Management District regulations as far as what they needed to do and also indemnify the district for any harm that may come to the district as a result of their actions. I put a signature block on the letter for them to sign so they are not getting the authorization from the district without taking on some obligation and liability on their behalf that they are going to do exactly what they told us they were going to do. To the extent that it's precedent setting, it would be precedent setting that it's going to be reviewed on a case by case basis. They are going to have to make sure the district isn't being put out or harmed in any way whatsoever.

Mr. Yuro stated typically, if they go the Water Management District and there's an issue, the district would make them get an engineer and do an analysis if it was required if there's anything that raises a concern. This was fairly straight forward.

ELEVENTH ORDER OF BUSINESS Supervisor's Requests

There not being any, the next item followed.

TWELFTH ORDER OF BUSINESS Audience Comments

Mr. Church stated height requirements for your tree levels are mandated by the county, not the state DOT. If they are scraping the top of the school buses technically they can come in and make you trim all of those trees up to a certain height, which varies between 12 and 14 feet. I have been in that line of business. I have never heard of them coming into a community and doing that, but they will do it on state roads. At Bartram Springs they put in artificial mulch and they love it. It stays out of the pools and off the decks. This is a sample piece.

Mr. Yuro stated I went and looked at Bartram Springs and personally I wasn't a big fan of it.

THIRTEENTH ORDER OF BUSINESS Financial Reports

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

Mr. Oliver stated behind Tab A is the balance sheet and the statement of revenues and expenditures for the period ending August 31, 2009. These are unaudited at this point.

Mr. Thibault asked why is the clubhouse income so much higher and the interest income so much lower?

Mr. Oliver responded the interest income is lower because the rates are so low.

Mr. Thibault stated we have variable rates.

Mr. Oliver stated it's not so much the variable rates, it's the fact that any investments we have are not earning much right now.

Mr. Thibault stated the clubhouse income is \$20,000.

Mr. Oliver stated some of that is because some non-residents took advantage of the opportunity to purchase memberships at \$2,750 a pop, so it adds up pretty quick. Some builders were using that as an incentive, but found out they just weren't selling many houses using that. You realized some more income because of it, but it has not created a big impact on overcrowding the facilities.

Mr. Yuro asked have we had any recently?

Ms. Mickelson responded only one and it was for two years. Three of the five we had have expired.

Mr. Thibault stated most are for one year.

Ms. Mickelson stated yes.

B. Check Run Summary

Mr. Oliver stated behind Tab B is the check run summary.

Ms. Bock stated there was one invoice for Coastal Fence for fence repair. Where was that?

Mr. Oliver responded that had to do with the JEA lift station.

Ms. Bock asked is that our responsibility?

Mr. Yuro responded when JEA builds a lift station they typically put a chain link fence around it with the plastic straps in between. The developer took that fence down and put a

decorative PVC fence around it. The fence looked like it got hit by a golf cart and a couple of panels got broken. When we had that big windstorm it took down the whole front so it had to be fixed.

On MOTION by Mr. Thibault seconded by Mr. Randolph 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. Eventually you will have any outstanding tax certificates sell as the economy improves. You are still going to get all of your assessments, it's just a timing issue.

FOURTEENTH ORDER OF BUSINESS Next Scheduled Meeting – November 18, 2009 at 6:00 p.m.

Mr. Oliver stated the next meeting is November 18, 2009 at 6:00 p.m.

FIFTEENTH ORDER OF BUSINESS Adjournment

Ms. Bock stated I'm not directing this at anyone, but I just think that it might be time to make a statement about how we interact with each other and with the audience. I think we need to remember not to be provocative. We want to hear what our homeowners say. We have had more people coming to meetings and it's a good thing, but we want to hear what they have to say, but we don't want to pick fights with people and we want to encourage people to talk and we need to encourage each other to talk. I just wanted to make that statement before our next meeting and hopefully we won't have anything that is quite as spirited as this tennis thing was tonight.

Mr. Oliver stated at the beginning of the next meeting, I will address the audience and tell them how the meeting will go, when it will be proper to make comments, and the fact that when making comments, address the board, not other residents and there should not be other crosstalk among the audience. I think we can lay out the rules like that. Julington Creek Plantation, a large district, uses comment cards filled out by the residents. They put down who they are, where they live, and what their comment is about, so they can be called on by the Chair and make their point. That does formalize it a little bit, but still everyone gets to speak and be heard.

Ms. Bock stated I think that would be good. Just as we have some new board members we also have homeowners who haven't been attending and they are not sure of the format.

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

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor the meeting adjourned at 8:45 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman