

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, November 18, 2009 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

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

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel
Mike Yuro	Yuro & Associates
Heather Mickelson	GMS, LLC, Art of Living Director
Charlie Sheppard	Community Advisors, LLC
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 September 23, 2009 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the September 23, 2009 meeting. Counsel has provided his changes and they are incorporated into these. Are there any additions, corrections or deletions?

Ms. Bock responded I have some changes. Can I email them to you?

Mr. Oliver responded yes, as long as they are not substantial.

Ms. Bock stated they are not.

Mr. Haber stated if they are not going to change the meaning of the minutes but rather just clarify then I think it is fine.

On MOTION by Mr. Thibault seconded by Mr. Randolph with all in favor the Minutes of the September 23, 2009 Meeting were approved as revised.

**THIRD ORDER OF BUSINESS**

**Consideration of RY09 Audit Engagement Letter**

Mr. Oliver stated previously this board had gone through a request for proposals process in accordance with Chapter 218, Florida Statutes to select an audit firm and that firm is Berger, Toombs. They have sent in a renewal letter that is in your agenda package. They have offered a price of \$6,000. The budget for fiscal year 2010 has \$6,500, so they are under budget. Counsel has reviewed the audit engagement letter.

Mr. Thibault asked how often do we have to go out for proposals?

Mr. Oliver responded it is for three years but you can refuse to renew it and go out for proposals but the RFP process if for a one year engagement and two, one year renewals.

Mr. Thibault asked what year are we in now?

Mr. Oliver responded we are in year two. Fiscal year 2010 will be year three.

On MOTION by Mr. Thibault seconded by Ms. Bock with all in favor the Fiscal Year 2009 Audit Engagement Letter was approved.

**FOURTH ORDER OF BUSINESS**

**Consideration of Reserve Study Proposals**

- A. Reserve Advisors**
- B. Community Advisors, LLC**

Mr. Oliver stated if you recall for several years we have talked about having a reserve study done, so that we could forecast the costs of the repair and replacements of the major capital assets of the District. We have solicited proposals from three different firms; Reserve Advisor, Community Advisors, LLC and another firm that did not respond. There is no one in attendance today representing this firm. Included in your agenda package is a proposal from Reserve Advisors. This reserve study should have some suggestions as what assessments should be to cover those replacements in future years. Included in your agenda package is the proposal from Community Advisors, LLC and they are represented by Charlie Sheppard.

Mr. Sheppard a portion of your assessments goes to an operating budget and part is set aside as a reserve fund. You have a separate reserve fund and you want to keep that at a certain funding level for future expenses. You have a fairly new facility here but your pool, your clubhouse, your roof are typical things that need maintenance over time, which would come out of your maintenance budget. Reserve studies capture those future expenses in today's dollars. We take the contributions that are put in and we escalate those over time and then depending on where you are every year we have a list of all the components that we consider part of the study and then we bring them back and ask you if that is everything you want covered. There is a little overlap between maintenance and replacement. Then we would take their current condition, their useful life and then we would say here is how many years left before you have to replace them. So in year 2010 you need a new parking lot and it costs "x" amount of dollars you would put that across the spreadsheet. We give you a 30 year snapshot of where your funding levels are going to be for that 30 year period. After we have all that information in place we will take your contributions that are currently going into the fund and we can determine whether that is adequate for those future expenses or you need to have increased contributions or in your case the CDD can sell a bond or you can have a special assessment.

Mr. Thibault asked in your analysis would you also give us a suggested reserve amount for each year for that 30 year study?

Mr. Sheppard responded yes.

Mr. Thibault asked so you would say based on the useful life of these items you don't have to start saving for it until this time? Is all that included in your study?

Mr. Sheppard responded yes. If the roof was \$100,000 a year to fund you would know in 10 years it is going to take all that money, so we take each component and we apply a percentage of your existing funds to that component that way we know what percentage you are funded and that money would be applied back to that component.

Ms. Griffey asked on this proposal they have a list of things in the site and recreation, did someone give them this list? Were you given a list of things to include when you gave your price?

Mr. Sheppard responded I got an email.

Mr. Oliver stated I sent the same email to both respondents.

Ms. Griffey asked if something is left off the list does that increase your price?

Mr. Sheppard responded yes, but I don't think anything significant was left out of that list.

Ms. Griffey asked so on the ponds and lakes how many of those does that include or are some of them included by the golf course?

Mr. Oliver responded it will include all District assets.

Ms. Griffey asked so all the lakes and the parking lot is all District assets?

Mr. Oliver responded right, as well as the roads. They are going to do the study on all capital assets. They are talking about if we didn't tell them about some significant asset that we wanted them to do a study on, for instance, there was another amenity center at the south end of the development that the proposer didn't know was there.

Ms. Griffey asked whose responsibility is the parking lot?

Mr. Yuro responded from my understanding the parking lot is owned by the golf course and the CDD has an easement for access over it.

Ms. Griffey asked so if there were significant improvements to that would it be shared?

Mr. Yuro responded correct and there is an agreement in place that delineates the percentage that the CDD versus the golf course pay for any maintenance or improvements.

Mr. Oliver stated so that is why it would be important for that to be covered in the study.

Mr. Sheppard stated that is why I come back to the board after I do my initial assessments and say here is what I think you owe and is this correct because a lot of people don't know what they owe or there is a misunderstanding. I have had some advantage having been out here for awhile. I know most of the components, so we have everything covered.

Mr. Randolph asked how long have you been in business for?

Mr. Sheppard responded we just started Community Advisors this year. I have been in the construction business 30 years. This is Ken Paulk our CFO. He is a CPA. He does all the financials and I do all the site assessments. Our other partner is Alan Tilley. He is a building exterior inspector. He does a lot of property assessments and expert witnessing for large pension funds on buildings. We have over 100 years of experience in construction, facility, development and assessment.

Mr. Randolph stated they look like they cover the elements. I will say one thing that Charlie mentioned is that he has a history in this neighborhood and I think a lot of you guys

know there are a lot of particular elements with the relationship between the CDD and the HOA and the Developer is certainly to the advantage to have some inside people.

Mr. Hayes stated the proposal from Reserve advisors is 25% less expensive. What am I going to get for an additional \$1,500?

Mr. Sheppard asked my proposal was more?

Mr. Hayes responded yes.

Ms. Griffey stated the proposal from Reserve Advisors is \$4,700.

Mr. Sheppard stated they are a great company. We are both members of Community Association Institute, which is our trade group and we follow certain guidelines. This is called a full reserve study and we are both proposing that. It is a site assessment and a financial analysis, so we both are doing that.

Ms. Griffey stated they have listed one site meeting with management. They listed one onsite inspection, two preliminary reports, etc.

Mr. Sheppard stated I don't think they are local.

Ms. Griffey stated they are not.

Mr. Sheppard stated so they needed to that. We are here to do whatever it takes. My plan was to work with the board and discuss a component list. I don't want to burden you folks with a lot but I want to give you an accurate study then when it's finished I would come do a power point and go through the whole study and tweak it if there are some issues.

Mr. Oliver stated we want to set this in place for the fiscal year 2011 budget process, which will start in May timeframe.

Mr. Thibault stated I feel that the fact that Community Advisors is local. Charlie has experience with the community, both with being on the board and with the builder. I would be leaning more towards Community Advisors versus the other one even though it is \$1,500 more. On the face it is \$1,500 more but they are not going to give as many reports as Community Advisors and there are additional fees here.

<p>On MOTION by Mr. Thibault seconded by Ms. Griffey with all in favor the Proposal from Community Advisors, LLC to Perform a Reserve Study was approved.</p>
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**FIFTH ORDER OF BUSINESS**

**Consideration of Landscape Proposals**

**A. Down to Earth**

Mr. Yuro stated I have a handout that will make the area we are talking about clearer. Basically, the purple and yellow area was the area the proposal is referring to. DTE has a contract that runs through the end of the year. It includes provisions for two, one year renewals. Last year when DTE was selected we went through a very expensive bid process. I think we got about eight or nine bid proposals. From my standpoint I'm very satisfied with the level of service we have with DTE and I haven't heard any negative complaints from the residents, so it would be my recommendation for the board to renew that contract, however, the reason I solicited additional proposals for these areas specifically was because these purple and yellow areas are not St. Augustine grass. They are Bermuda grass, so they are handled a little bit differently. Currently, there is both the golf course and DTE performing operations in these areas. The golf course mows the soccer field itself and they do the over seeding. They do the pest control treatment. They do the fertilization for all the Bermuda areas. DTE mows the area around the soccer field. They are in charge of the irrigation and they also do the parking lot and the shrubs. The current situation was set up like it was because when the neighborhood was first built the golf course dealt with that grass, so that is why it was set up like that now. I will tell you that DTE has expressed to me that they do maintain some Bermuda grass at another community and they also sent me an email this week and offer for a bonus that they would replace some of the skimpy oak trees along Eagle Point and St. Johns. They said they would replace up to 10 of them with a better tree as a bonus if they were to get this contract. The board can either choose to keep things the way they are currently or choose to allow DTE to take over all of it.

Ms. Bock asked if we leave things as they are what is the money situation?

Mr. Yuro responded the contract rates are not going to change.

Mr. Thibault asked how much are we currently paying the golf course to do that one block of the soccer field?

Mr. Yuro responded they get paid not just to mow that but it is also for the over seeding. It is all combined.

Mr. Zimmer stated we get paid \$10 per mow. The soccer fields specifically have an annual expense of \$1,040 and that is for 104 mowing per year.

Mr. Thibault asked and that includes the over seeding?

Mr. Zimmer responded it is just right around \$22,000 with what was in the original contract for services that the golf course provide, which is pesticide application, fertilizer applications, mowing and over seeding on the soccer fields, which is what makes up that expense. If we don't need to put down a fertilizer application because it is not necessary then we don't put down the fertilizer application and we don't bill the CDD, so it is not something that is a fixed cost. This year because of the weather I think we put down less fertilizer, so the cost to the CDD was a little lower.

Mr. Thibault asked so it is going to be approximately \$6,000 cheaper then we are looking at \$22,000, which is about \$6,000 or \$7,000 less than what Down to Earth is billing us for the activity lawn?

Mr. Yuro responded Down to Earth's price also includes the pesticide treatments, fertilizer and the over seed. Apples to apples, Down to Earth are doing it at a cheaper price.

Mr. Thibault stated I think we should keep everything the same and let the golf course continue to do the activity lawn and let DTE do everything else.

Mr. Hayes asked what is the reason you wouldn't be ready?

Mr. Zimmer responded the reason we wanted to do this in the first place is because we have a vested interest. We deal with the Bermuda grass and the fertilizer applications and the pesticide applications. We have to order all that anyways and apply all that to the golf course, so it's easy for us to do that and to the amenities that surround it, as well. With the position we are in now I can't tell you that on January 1<sup>st</sup> that we would be able to do it the way we want to do it.

Mr. Yuro stated the way they wanted to do it was to have a separate staff dedicated to those areas.

Mr. Zimmer stated correct. We would hire a separate staff that would be specifically for those areas and separate equipment, so there would never be a concern that they are not getting treatment and that the labor of hours that the CDD is paying for is being used for the golf course.

Mr. Oliver stated if we are having the same conversation a year from now, although the thresholds don't require an RFP process because we are a public entity I would definitely suggest we get multiple proposals.

A resident asked is the current contract for \$100,000 for everything they do?

Mr. Oliver responded right now it is about \$193,000 a year.

Mr. Yuro stated that includes the whole neighborhood, all the roadsides and common areas.

Mr. Oliver asked so renewing the Down to Earth proposal there is no price increase?

Mr. Yuro responded correct.

Ms. Bock asked are we okay to do that without going out for proposals?

Mr. Haber responded you are certainly allowed to do it without going out for proposals because your agreement you had with them provided for two additional renewals. I guess the one issue being if we go back to them and say we are ready to renew and they say we are not willing to renew at this price anymore.

Mr. Yuro stated I will secure that.

Mr. Thibault stated we don't have another meeting before the end of the year.

Mr. Haber stated we don't and the contract expired. In all likelihood the contract would go month to month until we could have another meeting. Right now, assuming this contract I have in front of me is accurate and it is not the executed one it is the one I pulled off my computer system before I came here we are paying an annual amount of \$186,538. If the board wants to approve a not to exceed amount and authorize your Chair too then have the ability to negotiate a potential increase. Or you could say we will renew it with them at the same price we had last year and if that is not okay with them then we can always hold a special meeting and get additional proposals in and reselect a landscape maintenance provider. Without having the number you are somewhat limited on what you are able to do tonight.

Mr. Hayes stated I think we need more bids. I think with coming to the table tonight with two shorthanded us.

Mr. Oliver stated it's not so much about bids tonight. I think we have tabled that. Now we are talking about renewing Down to Earth's proposal. It is just a matter of if the board is willing to renew it with the condition that there is no price increase.

Mr. Thibault stated I was on the committee that went through this process both times for the landscape maintenance and Down to Earth was significantly less than anyone else in the area. I would say they do a fair job and we looked at examples across Jacksonville. Just based on my past experience I think it would be a little bit of a waste of our time to put this out for bid now since we do have the ability to extend this and renew it.

Ms. Bock asked are you recommending that we renew it provided there is no increase?

Mr. Thibault responded I like the no increase. I would expect that there is no increase.

On MOTION by Mr. Thibault seconded by Mr. Hayes with all in favor to Renew Down to Earth Contract with no price increase was approved.

**B. St. Johns Golf and Country Club Maintenance Staff**

Mr. Yuro stated the golf course folks expressed interest in taking over all of the maintenance of that area because it is an important area for the golf course, as well. The situation has changed slightly, however. I met with Dan yesterday and Mike Stevens and Dan mentioned to me that he can't commit to being a 100% ready to take this over by the January 1<sup>st</sup> deadline, so with that being said we are essentially having to withdraw their bid to take over maintenance, however, Dan and Mike still expressed a strong desire to continue to have some involvement and continue with the level of service they are currently providing, which would not be a change. They can still have some local consistency with the treatments and the over seed.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution Authorizing Repairs to Sidewalks and Trimming of ROW Trees**

Mr. Haber stated this resolution was emailed out to you previously. This resolution in large part documents what the board approved at the last meeting. We went through what the HOA documents say as it relates to an obligation to maintain sidewalks and right-of-way trees. What the board authorized was that if it wanted to give itself the option and discretion to make repairs to either the sidewalk or the right-of-way if there were safety issues. I put this resolution together to document that. I'll point out some things that I have included in here that I think serve to protect the District as far as its discretion to make those decisions. Sections two and three are the most substantive portions of the resolution. The District acknowledges its right, which it was obligated to do under the HOA documents but not the obligation to maintain the right-of-way improvements. To the extent that an existing item of damage may result in a safety hazard to the District or the general public. The resolution points out that the District is not agreeing to monitor or otherwise assess the condition of the right-of-way improvements, in other words by doing this you are not buying lots and now having to monitor the sidewalks and trees and determine if there is a problem and then if there is one that you did not find that you are somehow liable because it was not fixed. That is not the intent of this resolution. If you happen

to see one and you want to fix it then you can. If one is brought to your attention then you can decide if you want to fix it but you are not becoming the monitor of those improvements. You are merely giving yourself the right to do that.

Mr. Randolph asked what if someone brings it to our attention and we deem that it is not a hazard and then someone gets hurt?

Mr. Haber responded it is a risk you take that you have looked at the issue and you said that is not a safety hazard. If someone unfortunately gets hurt then there is some liability. You are still open to liability and you would just have to defend it. You would need to make a claim under your insurance policy and address your sovereign immunity and you deal with it in court. There is that possibility but it at least gives you the discretion to make that determination. Generally speaking if a unit of government enters into a contract then they waive their sovereign immunity rights, so you will see the same section saying that this is not a contractual obligation and that the sovereign immunity limitations provided under the Florida Statutes still exist even though you have adopted this resolution. Then finally, if a homeowner causes the damage to the right-of-way improvement then it would be the homeowners responsibility to fix the right-of-way improvement and if the District in its discretion decides that it is a safety issue and decides to fix it that the District can still seek to recover the cost of fixing it from the homeowner assuming you are able to show that the homeowner actually caused the damage.

Mr. Randolph asked are you saying that if they have to fix they can go hire whoever they want to fix it or themselves or it is fixed under the specifications set forth by the District?

Mr. Haber responded no. I'm saying if they are going to fix it then they fix it however they deem appropriate. We don't govern how they fix it.

Mr. Randolph stated that is probably where we would want to protect ourselves that it has to conform to the rest of the neighborhood.

Mr. Haber stated I think the HOA documents do that. Your declaration of covenants and restrictions set forth the guidelines of having your neighborhood look architecturally correct. They would still need to comply with those in the matter of which they would fix it but we just don't have the ability to enforce that.

Ms. Griffey asked do all the oak trees even the ones that are not between the sidewalk and the street fall within the right-of-way?

Mr. Yuro responded the ones that are clearly set further back off the road those are outside of the right-of-way but the ones that are on the opposite side of the road where you have the tree between the sidewalk and the road and on the other side of the road there is no sidewalk those are within the right-of-way.

Ms. Griffey asked so those ones that are not between the sidewalk and the road you can go freely within that right-of-way to trim those?

Mr. Yuro responded that is correct.

On MOTION by Mr. Randolph seconded by Mr. Thibault with all in favor the Resolution Authorizing Repairs to Sidewalks and Trimming of ROW Trees was approved.
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**SEVENTH ORDER OF BUSINESS**

**Consideration of Interlocal Agreement with St. Johns County for Due Diligence Costs**

Mr. Haber stated a copy of the agreement is included in your agenda package. You approved conceptually the county changing your front pond to accommodate additional drainage. The interlocal agreement you have in this package merely is to address the fact that I do work to negotiate another interlocal agreement and your engineer does work to review the plans that the county is submitting to you that the county is going to pay for those fees, so the District doesn't come out of pocket for them. To be perfectly honest the agreement that I drafted and submitted to the county, which probably started in paragraph eight and it was paragraph number one. I submitted it to the county. They really didn't make any changes to what I submitted but added language that the county says they have to have in every interlocal agreement they enter into and is in the first seven paragraphs. Frankly, I don't have a problem with that language. It puts a not to exceed amount of \$15,000, which I discussed with Mike and I feel comfortable as far as the legal fees and he feels comfortable that the legal fees and engineering together should not exceed \$15,000. This is going to be on the county's agenda for their approval. There is one blank in section three, which is the duration of the agreement. Frankly, I told them I don't see why we need duration of the agreement. We do this and when it gets done it gets done but apparently all county agreements need duration, so I told them to make it a year. We can always look to renew it if we need to renew it. I think they may be considering in there that the duration runs from the date it's signed until a year later.

Mr. Thibault asked but I thought this wasn't going to commence until 2012?

Mr. Haber responded yes and the engineer who spoke to you and I said we need a timeframe. It is sort of like the county will freely agree to extend it. The way I look at it is if there no work that gets on this because they are just not ready to move then the District is not out on anything and the county wouldn't owe us anything. If the county then approaches us and says okay this is what we need you to do and this agreement is expired then we will say we will not do it unless we have this agreement. I think we will just continue to extend it until the work gets done.

Mr. Yuro stated keep in mind that this is for the design. The construction is not going to happen for a couple of years but they are looking to get the design and permitting done as soon as possible. In fact, they have already emailed me some design files that they want. I have saved those onto my computer but they are already looking for some input from the board.

Mr. Hayes stated permitting could take over a year, so I think that is what they are doing.

On MOTION by Mr. Hayes seconded by Mr. Randolph with all in favor the Interlocal Agreement with St. Johns County for Due Diligence Costs was approved.

#### **EIGHTH ORDER OF BUSINESS**

#### **Discussion of Conveyance of Lands to District**

Mr. Oliver stated this will be something that is on the January meeting agenda. Typically when a Developer has completed a project they convey lands as contemplated in the engineers report to other bodies and in this case there will be certain lands that will be conveyed to the District. Certain lands have already been conveyed to St. Johns County. That is talked about in the engineers report. What has been happening over the past couple of months is the engineer for the District, as well as the attorney and I have been talking with the Developer and looking over the plats and what lands would be coming over. There were certain questions sent back to the Developer to make sure these lands were contemplated coming to the District or whether or not they will be going back to the golf course. There are still some due outs from the Developer right now. You will see these documents well before the meeting, so you have a chance to study them in detail.

Mr. Thibault asked are any of the lands going to be given to the cemetery?

Mr. Yuro responded that is an outparcel. The cemetery and the tower are both outparcels that are separately owned.

Mr. Thibault asked so that acre of land that the tower is sitting on that is open in front of the tower is going to remain?

Mr. Yuro responded yes.

Ms. Bock stated but there might be something next to the cemetery.

Mr. Thibault stated that is the land that I'm talking about.

Ms. Bock stated but I don't know that there is anything over there. Some of it is going down Leo Maguire there might be a strip that is still owned by the Developer and it needs to go to somebody. It should not be the St. Joe Company.

Mr. Randolph asked what is the total acreage?

Mr. Haber responded we don't know because there were so many questions about should this go to the golf course, should this go the CDD, should this remain with the Developer. Does the description for this close? He couldn't tell by looking at it and if it doesn't close where does it end, so we don't know specifics on numbers, so there is still a lot of work we need to do. I have also advised the Developer that before the District would accept any of the property we would need confirmation that it is not otherwise encumbered and certain representations that the property is unencumbered and appropriate for the District to accept. I think the purpose of today is to give you a heads up that is an issue we are working on and we hope to have the details passed out to you, so you could make a decision at your next meeting.

Ms. Bock asked do you want to say something about the tax liability?

Mr. Haber responded generally speaking CDD's are exempt from ad valorem taxes on property that is used for governmental or municipal use. There are lots of CDD's in St. Johns County. That is on a county by county basis. Some counties are stricter than others. In St. Johns County property that we would assume is going to be sought to be conveyed to the District, such as wetlands, conservations are the types of properties that the county readily grants an exemption from ad valorem taxes, so the District would not get any tax burden as a result of taking the property from the Developer.

Mr. Oliver stated we will send you that information in advance of the agenda packages.

**NINTH ORDER OF BUSINESS**

**Discussion of Policies Regarding Third Party Vendors**

Mr. Haber stated this is a document that I handed out at the last meeting that I think you all wanted to review and reconsider today. I'm happy to answer any questions. We have pretty

substantive contracts with contractors to do some pretty substantive work but on occasion there are third party contractors that provide minor services to the District and we may not have agreements with them and we may wonder what the guidelines are governing that relationship. What this document does is it identifies Heather, as your Art of Living Director, to make a decision whether we need that specific third party provider and if so it governs the guidelines under which they will provide their services. You will see it has the insurance requirements, indemnification and the other types of provisions that you will see in an agreement between a District and a contractor like Down to Earth. They are just policies to show if someone approaches Heather and says I want to provide these services then Heather can show them this is what you are going to be subject to if you want to do this. It is fairly straight forward.

Ms. Griffey asked but this doesn't apply to the homeowner that just has someone come and give them a lesson?

Mr. Haber responded this would be a contractual relationship between the third party and the District, so if the homeowner brings their own instructor or trainer then it is completely between them. This wouldn't affect that.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the Policies Regarding Third Party Vendors were approved.
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#### **TENTH ORDER OF BUSINESS**

#### **Discussion of District Website**

Mr. Oliver stated this is another item I suspect will be on the January agenda. After the last meeting I was contacted by Mr. Hayes about the possibility of improving the website and enhancing by partnering by the golf operations, as well as the HOA as some Districts do to have a combined effort while still delineating between the three entities. There used to be a website that was put together by the Developer. Heather put together a website, so at least we had a vehicle to put some communications out, as well as post official documents; however, it is not very fancy. It is not necessarily user friendly. From the home sale side it doesn't have a lot of pizzazz either. What Tracy, Heather and I have done is looked at websites of other CDD's in the area and Tracy is actually contacting the webmasters for some of these sites to get some more information. We would like to bring back to the January meeting some visual to what some of these websites could look like and continue talking with the golf operation and the HOA to see if they are interested in partnering in something like that. The only thing I did suggest to Tracy is

if we use a site that has any type of advertising on it we would not want that in the CDD's name, although we would be happy to pay our share to have a page on that website.

Mr. Hayes stated we spoke with the HOA Monday night. They want to hear more in January. They were positive to that.

Mr. Oliver stated I think to get a good idea of the level of website we are looking at if you were to go to jpcdd.org that is the webmaster we are talking about.

Mr. Thibault asked does the HOA currently have a website?

Mr. Hayes responded no. The only thing we have right now is a Sampsoncreekcdd.com. Just in a brief description with Janet, who is the webmaster for Julington Creek CDD, she can take that website as a foundation. We have some preliminary discussion with Pam at the clubhouse. They want to participate. The HOA is positive and I told them I would be back in January with a concrete presentation.

**ELEVENTH ORDER OF BUSINESS            Other Business**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS            Staff Reports**

**A.    Attorney**

There being none, the next item followed.

**B.    Engineer**

There being none, the next item followed.

**C.    Manager**

There being none, the next item followed.

**D.    Art of Living Director**

Ms. Mickelson stated a resident requested that we do a community newsletter, so I brought some examples today. The Florida Times Union puts it together. They do sell advertising that is how they pay for everything. There is no cost to the District. It is done monthly. We have been meeting with HOA and they seem to be on board.

Mr. Hayes stated Patti is going to be our proof reader. I was in on the conference call. The Florida Times Union is a division of them, so you can see it is very professionally done. The only thing we have to do is submit enough content for them to create it. Each one is designed specifically for that community and they do all the distribution. We just have to get them the articles a couple weeks before publication, so they can put it together.

Ms. Bock stated the description that was in our package was very good about the controls and making sure we don't have anything in there that is objectionable or not something you would want to be out there representing your community. I think it is a great idea.

Mr. Thibault asked who is going to write these? Is it going to be people in the community? Are we going to ask the Stingrays coach to write an article?

Mr. Mickelson responded anyone really could. Everything will go through me as the point person.

Mr. Hayes stated if someone wants to submit something it is obviously beneficial to the members of the community. I don't know if we need to set up a small group. I know Pam, Heather and Patti have kind of started that group. The newspaper wants really limited points of contact for them. They don't want to be talking to 20 different people, so that is why Pam and Heather are really the point people and Patti is going to join in with them to proof read the articles before we send them over. It is really whatever article is beneficial to the community.

Mr. Thibault stated we could advertise it through the website.

Mr. Hayes stated the only community they have ever closed down was one community that only had 250 homes and the only reason they closed them down was because of content. They weren't giving them enough content to produce a newsletter.

Ms. Bock stated the Florida Times Union did say in their newsletter that they have access to so much content from news service and wires that they can fill in if we are short one month on something.

Mr. Hayes stated if anyone wants to see the rate cards for advertising I can forward them to you by email.

#### **E. Property Manager**

Mr. Yuro stated going back to the sidewalk issue to address the areas of safety concerns, I did get a couple of proposals to repair it but I also took the opportunity to have each of those

contractors give a cost for adding that other side at the intersection where there are two lots with no sidewalk. The proposals were \$1,925 to repair and identify the sidewalk areas throughout the neighborhood as compared to \$4,150. I look at that as a repair and maintenance but the other thing I wanted was some direction from the board with regard to the other sidewalk location I just talked about where there are two lots with no sidewalk. The price is to add the sidewalk is \$3,900 versus about \$7,000. My recommendation at this point would be to move forward to get the repairs done. I know there has been some discussion about going back to the Developer for those two vacant lots and I don't know where that stands.

Ms. Bock stated this is not the time to go to anyone and ask for a sidewalk I found out. The Developer is not interested. The house at Brockhaven was sold without any requirement that a sidewalk go in and it's terrible no one thought of that. I don't know when a house goes on that lot if maybe they won't get a CO without a sidewalk.

Ms. Griffey stated if anyone ever decides to build a house on that lot they are going to have to go over the sidewalk and they are going to say well you chose to put it in even though I hadn't built you are going to be responsible for the repairs.

Mr. Yuro stated that is the reason it is not there yet. The sidewalks don't go in until after the house is built for that reason; however, the situation we have now is we have received some complaints from residents that they are walking the perimeter of the neighborhood and they get to that one area and are forced out to the street for about 200 feet. It is around a curve and it is not very safe.

Ms. Bock stated and that owner of the lot is not interested. In today's economy he grossly overpaid for that lot, so he is definitely not interested in putting in a sidewalk.

Mr. Thibault asked does he actually plan on building on that lot in the near future?

Ms. Bock responded no. It was for sale for a long time. He would love to sell it but he is not going to be able to sell it for what he paid for it. One lot has a house on it and the other one is just a lot. A lot of people didn't know it was actually a buildable lot but it is. A builder owns it and hope to build a spec house there. Our only choice to make people happy is to spend \$3,900 as the CDD to put the sidewalk in or just direct people to the street.

Mr. Thibault asked I understand when this community was first developed I understand the sidewalks weren't put in until the house was built but did the bonds go to pay for those

sidewalks like it did the roads? If the bonds went to pay for the sidewalks initially I kind of think we are responsible for completing that sidewalk.

Mr. Oliver responded I don't know if the bonds paid for the sidewalks. I will have to look at the bond documents.

Mr. Yuro stated it would have been consistent with the rest of the infrastructure to have them paid for but I don't know specifically.

Mr. Oliver stated bonds may have paid for some of the infrastructure and the Developer may have made up the rest.

Ms. Bock stated I think the builders paid for the sidewalks.

Mr. Oliver stated that is typical for most communities.

Ms. Griffey asked are these sections five feet wide?

Mr. Yuro responded yes.

Mr. Hayes stated aesthetically I think we should do it.

Mr. Yuro stated one bid is lower for the repair work and the other bid is lower for the install work. The one bid that was higher for the install work and consider the fact that they are going to be excavating, hauling dirt away and resodding. I assume with the other bid that it is all in there but they didn't break it out. I can certainly confirm it and if it's confirmed then I would recommend using the low bid for each one.

On MOTION by Mr. Randolph seconded by Ms. Bock with all in favor Proposals from Ricci to do Sidewalk Repair & from Vallencourt to Install New Sidewalk were approved.
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Mr. Yuro stated the pool umbrellas are all in some form in need of repair. One of our residents is actually a wholesale supplier of outdoor furniture, so I asked him to take a look at what we had and give me a suggestion and a price. He recommended commercial grade aluminum umbrellas with a stainless steel base. The umbrella fabric would match the fabric that we have on those two shade structures that are out there. The stainless steel base would match those posts, as well. When we have to replace these umbrellas we are currently paying about \$285 a piece and he can get them for us for about \$175 a piece.

Mr. Thibault asked is this going to replace all of them?

Mr. Yuro responded yes. There are five or six. Also, these can be replaced part for part if something goes wrong there are replacement parts that you can get.

Mr. Randolph stated obviously right now is a good time to take care of that. We may get a better price on it now.

Mr. Thibault stated it is less than \$1,000 like we had discussed in previous meetings for all six umbrellas.

Mr. Yuro stated well, the bases are \$35 a piece.

On MOTION by Mr. Griffey seconded by Mr. Bock with all in favor to Purchase Pool Umbrellas was approved.
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Mr. Yuro stated I mentioned at the last couple of meetings that I have been trying to coordinate with FP&L about possible getting some additional street lights added in some of the darker areas of the neighborhood. After several months of working with them I finally got them to respond last week. I went out and road the area at night and I identified areas where I thought we needed some additional lights and I forwarded it to FP&L to review the design and see if it was possible. What you see in front of you the four blue dots are areas that are dark that they can install a light pole right there. The two blue dots circled in red along Eagle Point they are close to where I had requested them but they may be on the other side of the road or shifted one lot line. Then the other two that you see with the red x through them are areas that I requested that they said there is nothing currently close enough to put a light there. It would be a pretty bid expense. It wouldn't cost us anything for them to come out and install these lights. All it would be is an additional per month charge per light. There is no cost for the install.

Mr. Hayes asked have you spoke to the homeowners where they would be going?

Mr. Yuro responded not yet I haven't. I haven't because I wasn't sure if it was going to be feasible.

Ms. Bock asked where those red x ones are, is there any possibility of another spot nearby?

Mr. Yuro responded the one on Eagle Point closer to Meadowview that one was kind of iffy. I don't think that one is that big of a deal but the other one is a big deal. I was going to go back and ask them if that first lot on the right as you are heading north where there is a box in

ground I was going to ask them if there is anyway to do something in that location. From an expense standpoint it is less than \$10 per light per month.

Mr. Hayes asked at the entranceway are you just looking at one in that area?

Mr. Yuro responded I showed one but that is where I kind of debated about a second one. The logical place for a second one would be right outside of the basketball courts and I know in the past the board has deliberately tried to avoid too much light at the basketball courts, so that is why there is only one there.

Mr. Hayes stated because there is no way to light any islands as it gets further out towards Leo Maguire there is no power out there.

Mr. Yuro stated what I have located is past the tee box on number 18. There is a pretty dark gap out here as you come out and turn left between here and the first light and that is about the location.

Mr. Oliver stated normally they will give you a one page agreement that FP&L will provide.

Mr. Yuro stated I will follow up. Like I said it took me three months just to get an email back that says yes, we can and it won't cost you anything. FPL won't start any work until that is signed.

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor the FPL Lighting Plan was approved & authorization for District Manager to sign it.
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Mr. Yuro stated at the last meeting the board approved a proposal to do some paver repairs in the pool area. Those repairs have not started yet. They are probably going to start in December. There is some lag time with the contract and really anytime between now and swim season should be sufficient. We should get the paver repairs done in December. One of the other things that we propose would be to install some parking areas for golf carts. I was asked to provide a location where it was being contemplated. There are three areas that I highlighted. The area would be about 10x30 to handle five or six or seven golf carts. One would be up by the playground and two in front of this building. We did receive pricing on it.

Mr. Randolph asked are they just ripping up the grass in the area behind the pool?

Mr. Yuro responded that area has a lot of shade, so the grass doesn't grow good anyways. The two areas up front generally get warm. The other thing that happens is people are parking along the sidewalk by the tennis courts and pulling off the sidewalk, so that grass is never looking good anyways, so my thought was to provide a couple of spaces.

Ms. Griffey stated it's not because we don't have room in the parking lot. It is just because people don't want to walk.

Mr. Yuro stated it is certainly something we don't have to have.

Ms. Griffey asked remember when we did the traffic control agreement and golf carts are not street vehicles, so are we influencing people to actually ride in the street by providing them parking?

Mr. Haber responded I think there are two separate issues; one, are you incentivizing them? I think you can say yes, you probably are but whether they can say they provide the parking spot, so because the parking spot was there I broke the law, so it is the Districts fault. I don't think that is a winning argument. Legally, I don't think they are going to have a valid argument but yes, I think you are incentivizing them. I think that is a valid point.

Mr. Thibault stated but whether we build the parking lots or not they are still going to drive their golf carts up there.

Ms. Griffey stated I have been up here for special events and there is always plenty of parking.

Mr. Randolph stated I was up here at 9:00 a.m. and there was a cart parked in the grass.

Mr. Thibault stated I thought we had a sign up there at one point that said no golf cart parking.

Ms. Mickelson stated I don't think there has ever been a sign there. There hasn't been one there since I have been here but we do put signs on the golf carts telling them to park in the parking lot.

Mr. Hayes stated a lot of people come down from the cemetery and take the sidewalk down and if they are going to get to the parking lot they are going over the curb.

Mr. Thibault stated I personally don't like when they drive on the sidewalks at all. I have had to get off the sidewalk walking out there, so two golf carts could go by.

Mr. Hayes stated I'm sitting here thinking how we can handle this issue because we can't stop the water because it is already flowing. They are already coming up here. The only thing

you do is anyone that has a golf cart in the community has to register the golf cart with us, so then we know whose it is and police it from that standpoint.

Mr. Haber stated you could adopt policies and if those policies are violated you could have penalties. The penalties could range from taking someone's privileges away from using the recreational facilities if they are not abiding by the policies that were adopted. As far as registering are you suggesting that only people that plan on parking their golf cart at the recreation facility would need to register?

Mr. Hayes responded yes.

Mr. Haber stated I think you could probably do that.

Mr. Hayes stated you would have to put some sort of decal on it.

Mr. Haber stated so once they are registered then the idea is you could identify them if they are violating it and if they are not violating it then they are just parking out in the parking lot, which they are free to do anyways. I don't know what rights we have to obligate them to register to park in a parking lot that is open to the public. I think it would be a tough sell. My firm represents a number of CDD's, so I could ask the other lawyers in my office and see if they have come across this issue and then if they have any ideas we can discuss it at the next meeting. It seems like it may asking a lot to ask them to register in a public parking lot.

Mr. Yuro stated this was certainly nothing urgent. The only other thing I had was you just authorized the interlocal agreement with the county, so I guess it's going to be maybe in the next month or two as far as the pond issue?

Mr. Haber responded the interlocal agreement to pay for the upfront costs for the pond there is going to be subsequent interlocal agreement for the actual pond construction.

Mr. Yuro stated so once that is executed with the county then we are basically free to let our engineer do the documents they have so far. The county has asked the board at the last meeting for input regarding shapes. I was looking for direction from staff and the board on how we want to move forward to provide input back to the county.

Ms. Bock asked do you think it would be in order to have a meeting of homeowners to see if anyone had input or is that asking too much?

Mr. Yuro responded the board seen two or three options. Any option you can see is going to be some variation to what we have already seen. The biggest ones were to provide an

island or not. It could as simple as picking one and letting them work at tweaking the design subject to your final approval with what they come up with.

Ms. Bock asked and we don't need to do that until we have gotten on the county's agenda and they have approved the agreement?

Mr. Yuro responded that's right.

Ms. Bock stated I think it might be a good idea to give us a meetings notice and tell us that at the next one you need to come with your favorite and lobby it if you need to and we are going to vote.

**THIRTEENTH ORDER OF BUSINESS      Supervisor's Requests**

Mr. Hayes stated I anonymously received a petition going back to my motion regarding the Quickstart tennis. There are signatures of over 50 tennis players on here within the community that want to proceed with my motion.

Mr. Oliver asked what was your motion?

Mr. Hayes responded the motion was to have court number four lined with 60 foot lines and the funds to be provided by grants or with private donations.

Ms. Bock asked in light blue, correct?

Mr. Hayes responded right.

Mr. Thibault stated there is no guarantee that the grant money will come through.

Ms. Griffey asked and it is only approved based upon if they can raise the money to do it or they get a grant, correct?

Mr. Randolph responded the way I understood it was we had to spend it and do it first in order to qualify and request a grant.

Mr. Hayes stated correct.

Ms. Dede Allen stated I got a notice from the New York office and they do have funding available but we have to let them know by December 1<sup>st</sup>.

Mr. Randolph stated his question is do we need to build it to get it or get it to build it.

Ms. Allen stated I will have to check with New York.

Mr. Hayes stated outside of the board I will personally fund it if we need to be refunded, so we guarantee it gets done.

Mr. Delamo stated I did receive a couple phone calls and emails of people who are not for this and are under the impression that it was defeated at the last meeting and were questioning me if it was going to be brought up again. They didn't know if they should be here if it was going to be brought up again. I didn't have any information to tell them other than I didn't see it on the agenda but that any topic can be brought up at the supervisors requests. I wanted to let the board know that there are some residents who may not be here because they thought this topic was already addressed and done.

Mr. Thibault stated I did see a string from someone that was against it that asked if they had to get their own petition.

Ms. Bock stated but people need to realize that anything can come up and if it doesn't get the votes tonight we could see it again.

Mr. Randolph stated I am still not in favor. I think the temporary lines should be suffice.

Mr. Hayes stated Heather put out a brief thing before our last meeting and it was a two to one. We said well it wasn't professionally done. They presented 50 signatures of tennis players. I think the board needs to consider the fact that as an entity here they have organized. They had a two to one vote and we judged not to go with it and they produced 50 signatures of tennis players to do it, so I would really like everyone to consider who we are actually representing here. We can't represent all. There is going to be some things that we are going to do that not everyone is going to approve, like spending \$14,000 on golf cart parking spots.

Mr. Thibault stated I think one of the things we talked about before is some people believe that it is going to be a fade thing. The point of this is to adjust the lines. We are going to make the courts smaller but we are not adjusting the net. The net is not changing. It is still up to their head, so like you were talking about the video that some professional tennis player had put together where it was a nine foot net and a giant racket in their hand, so it doesn't change anything. It doesn't change the fact that they have to hit the ball higher than you would normally have to hit it as a tennis player, so I don't understand the benefit of having shorter lines when there is still a giant net in front of you.

Mr. Hayes stated that is not really what we are judging here. Whether we think it is going to be beneficial to them or not is not the point. We have 50 signatures and a two to one vote that are for it. I don't have a youngster that plays tennis but they say it works. They have testimonials. We keep fighting the testimonials because someone sent you an email that they

thought we were going to paint all the courts. There was a gentleman at the last meeting that voted against it because he thought we wanted to paint all the courts.

Ms. Griffey stated my sons tennis coach said that this was just starting and it could possibly not be around in a couple of years because he said it could be a fade.

Mr. Thibault stated an argument from the general public wasn't that they didn't want the lines on the court but it was us spending the money to put the lines on the court for a third party to generate revenue because we have done it in the past.

On MOTION by Mr. Hayes seconded by Ms. Bock with Mr. Thibault, Mr. Randolph and Ms. Griffey voting nay the motion failed to Paint Court 4 with the Quickstart Lines

#### **FOURTEENTH ORDER OF BUSINESS      Audience Comments**

Ms. Delamo stated we are very interested in Quickstart tennis and there are a lot of people in the development that are interested in it and have children. Quickstart is not here and gone tomorrow. This is an international organization that promotes this. They put millions of dollars into this. We have some more names to add to the petition. Everyone I know wants to support this.

Mr. Crane stated with your comment about the net being at height we don't make the golf ball any bigger when kids want to golf either. It doesn't matter. At least it is an opportunity for kids to play sport. I'm all for it and I don't even play tennis. I think to get a kid out here to do any sport is great instead of sitting in front of the Wii. Are you soliciting outside bids from other webmasters?

Mr. Hayes responded yes.

Mr. D'Alessio asked what determines when the audience can participate? You had several discussions on subjects that we as participants in the community should have an opportunity to say something. I want to know why the audience couldn't participate before the vote.

Mr. Oliver stated typically there are audience comments at any type of public entity meeting, whether it is a county commission meeting or something like this. The placement of that is purely up to the board. If you want to move that at the top of the agenda that is fine. But typically they don't ask for audience discussion on every single agenda item. Certainly, the

input is important. We would encourage residents to contact their supervisors or staff if they have issues they want to discuss or want more insight on an issue. We did have Quickstart tennis on a previous agenda. There were people representing both sides of that issue. Again, this was not an agenda item. It was brought up under supervisor's request. It is just trying manage the meeting more than anything else.

Mr. D'Alessio stated that I understand but not every subject people are going to comment on. I live across the street from the sidewalk issue. I think I have some information that might have been relevant for the discussion but I wasn't permitted to speak. I would like audience participation at the time that the item is brought up and I am proposing that to the board for future meetings. What do we have to do to allow that?

Mr. Oliver responded using Julington Creek Plantation CDD as a model, and we will do for agenda items is we pass out comment cards at the beginning of the meeting and if you wish to discuss something specifically about an agenda item then you would fill it out. I will hand them to the Chair and as we are discussing that agenda item you will have the opportunity to state your piece on that agenda item. Otherwise, you can bring up anything we talk about during the audience comments. This has proved successful at Julington Creek Plantation. This is the first time it has been suggested to this District and if the board is open to that I would be happy to do that.

Mr. D'Alessio stated the only thing is that "Discussion of District Website" doesn't explain what exactly it is.

Mr. Oliver stated there is only so much room on the agenda.

Mr. D'Alessio stated I understand you can't put everything on there but it is very hard to anticipate every discussion and the issue and all the items that are going to be discussed in advance. I think that is an improvement. I'm not saying that we shouldn't do it and it's not something I came here to say. It just occurred to me as we were sitting here that we should have had some input at the time the subject was being discussed by the board and staff before the vote.

Mr. Oliver stated I will say you will find that very same thing if you go to a St. Johns Commission meeting. Nonetheless, this will give you the opportunity and if you fill out a card and you decide you don't need to comment on that item then when the Chair calls on you, you could tell her never mind. It is an improvement but there is not going to be discussion among 50 people before every vote. I realize there are some hot button issues and I think this will be the

fair opportunity to do this. And board members, anytime we can get something on the agenda and provide documents in advance that will be better for you to prepare and will give residents the opportunity to prepare.

Ms. Bock asked the agenda is on the website, right?

Mr. Oliver responded right. We will keep getting better. You will notice on the discussion of the website, as well as the discussion of the conveyances those were just a heads up that these are coming down the track and will be on the January agenda. If you contact a supervisor in advance you may have some kind of relationship with one of the supervisors and say I'm looking at the agenda and this item concerns me I think we need some discussion with the audience on that.

Mr. D'Alessio stated I didn't know the names of the people on the board, so that is also missing on the website.

Mr. Hayes stated that is something that will be in our newsletter, so everyone will know. We will even put the HOA board on there too.

Ms. Moore asked are you fixing that drain thing?

Mr. Yuro responded I talked to counsel before the meeting and are going to work through the appropriate course of action.

Ms. Moore stated in regards to the golf carts go buy some bit orange parking tickets instead of paying whatever it is to build concrete for golf carts.

Mr. St. John stated I wanted to give my opinion on the Quickstart thing. As far as the petition that went around I didn't realize it was to the point that each side needed to start gathering names on for or against it. The gentleman had mentioned 50 names of tennis players on that list that were in favor of it and he rightfully said he didn't have kids and he is still in favor of it. My brother who is not a tennis player happens to be one that signed it at Taps Sports Grill. I don't understand the need to permanently ink the courts. If we are only talking about one court then there are temporary lines that can be put down for a nominal cost. If it does pass if someone going to put money in an escrow account to repaint them when the program ceases to exist?

Ms. Bock responded we think that they would just stay there until the normal repainting or resurfacing of the course came up. Our feeling at the previous was we are not preventing the

program. You can still do it without permanently changing the court. Tonight was a little different but it still didn't pass.

Ms. Allen stated I buy every tennis ball, every throw down light; every piece of equipment in there has come out of my pocket. Not a dime has come from St. Johns, so I wanted to make that correction. On the throw down lights, parents aren't going to walk around buying throw down lights. There is no appropriate court size for children to continue to learn on.

Ms. Griffey stated my son learned on a regular tennis court and he plays on a high school tennis team.

Mr. D'Alessio stated I live across the street from the sidewalk issue and for those who may not be aware that was a construction house. We had to endure them knocking over my mailbox about 10 times because of all the cars pulling in and out. I mentioned to them about the sidewalk. Why wasn't the Developer required to put the sidewalk in like everyone else is required to on their own property and they should have turned it over, unless they can provide a bill of sale that says that the buyer was required to pay for it then they should have put it there and therefore we shouldn't have to pay that money? As much as I would like to see it done, why should the CDD pay for what the Developer should have done? I was there at the beginning and that is what they told me. I'm disappointed that we have to pay but I'm very happy that everyone voted to have the sidewalk fixed because I have seen people almost get run over in that area. I don't have any children in my home but a bus stop developed at my corner and if you come by my house in the morning there are people sitting on my property, sitting on cable boxes and running around. I thought all along that we should have regular bus stops for people and they should be away from people's houses. Just a half a block down there is a space they could put a nice covered bus stop. How do we determine where people pick up their kids and can there be anything done to keep them off my property?

Ms. Griffey responded St. Johns County Transportation Department determines where the bus stops.

Ms. Bock stated we have nothing to do with that.

Mr. D'Alessio asked who is responsible for the damage to my property?

Ms. Bock responded the parents of the kids who damaged it.

Mr. D'Alessio asked so what do I have to do to get them to not do it?

Mr. Hayes responded turn your sprinklers on.

Mr. Randolph stated I know exactly what you are talking about. I cycle through the community when the kids are out there and what I don't understand is why the elementary students and the high school students are not at the same bus stop. There is a bus stop for three children at the stop sign right near your house and then all the younger kids are on your property. I don't understand why they are not all at that stop sign. Like you said one block down there is plenty of space. I would call the county.

Mr. \_\_\_ stated I think a letter to the community would help. If they get a letter from the board it might be helpful.

Mr. Thibault stated maybe it can be in the newsletter.

Mr. D'Alessio stated I already wrote a memorandum about this a few years ago to and I don't know who is responsible but the exit out of the golf course parking lot I walk down or bicycle down most of the time but I see cars going all which ways. It seems to me that when you come to the exit there, there should be arrows making a right and left. Some people drive through. I don't know if it is one way or two way because you have a double wide road and then you have a single wide road and I'm think the double wide is a left and a right and the other one is an in. I'm suggesting stop lines and arrows, so people know. Then the road into the golf course if it is two lane there should be a line showing it is two way. If it is one way then there should be signs saying one way. I mentioned it before and someone sent me back a letter that said they weren't sure what I was talking about.

Mr. Yuro stated the club owns the parking lot.

## **FIFTEENTH ORDER OF BUSINESS                      Financial Reports**

### **A. Balance Sheet as of September 30, 2009 and Statement of Revenues & Expenditures for the Period Ending September 30, 2009**

Mr. Oliver stated included in your agenda package is a copy of the financials for the period ending September 30, 2009. This is the last month of the fiscal year.

### **B. Check Run Summary**

Mr. Oliver stated included in your agenda package is a check run summary.

Ms. Bock asked when you send us the invoices sometimes I see we reimburse people for something like a rubber mallet is that somewhere and where is it at?

Mr. Yuro responded if it is supplies that I have purchased it goes in the supply closet. If it was a rubber mallet or tools or something they are either in the tool box or in the room until they are used up.

Ms. Bock stated I know some of it is consumable but it seems to me that if I hire you to do something you should have the tools. Like if I had someone come to my house to do something and he said I'm going to need a screw driver set and a hammer. I just begin to wonder because every bunch of invoices we see there is something on there that I wonder where that is now. Why did we have to buy that? Why doesn't he have a rubber mallet and is he using the rubber mallet over at Julington Creek Plantation?

Mr. Oliver responded we keep an inventory.

Ms. Griffey asked are the youth programs not supposed to pay for themselves equally? There is a \$3,000 difference. Does that cover summer camps and stuff?

Ms. Mickelson responded yes.

Ms. Griffey asked are we planning on raising those, so we get an equal balance because now we are covering people who are basically at daycare of summer camps?

Mr. Oliver responded this is a premier community and this is a service provided to your residents. If you could come within \$3,000 of making budget then I think it is very good because a lot of these types of programs do not have a fee.

Ms. Griffey stated we always tell homeowners that this was a self paying program and what we get in is what we spend.

Mr. Oliver stated I think what you will notice also, when we adopt the fiscal year 2010 budget we actually lowered the revenue expectation for programs because I think \$46,000 is way too high. I know there is certain start up costs or certain set up costs that are going to be applicable whether you have 10 participants or whether you have 50 participants.

Ms. Griffey stated it's just that people are using it as a daycare.

Mr. Haber stated summer camps are allowed under Florida Law. CDD's cannot have daycares, so it is a summer camp and not a daycare.

Mr. Oliver stated I think Heather understands the idea for that is it to be self funded.

Ms. Griffey stated I just wanted to know if we needed to raise it a few dollars for each kid.

Mr. Oliver stated if we need to have rate increase it has to go up before the season.

Mr. Hayes stated there was some discussion about the Fall Festival. I guess it was supposed to be for residents only and obviously some people just showed up as guests of community members.

Ms. Mickelson stated in my opinion I don't think so. All I can do is set up a check in and everyone has to give their last names and their address. You have to get a ticket to do that activities and a wristband.

Mr. Thibault stated when we do these festivals it is a sum cost, so if 10 people show up or 10,000 people show up it is the same cost. If it gets to the point where there are too many guests coming and the homeowners can't participate in the activity or event then that is a problem.

Mr. Oliver stated what the previous board did is ask to get the invoices emailed to them. If you want them printed and sent to we are happy to do that.

Ms. Bock stated email is great.

Mr. Thibault asked what is the orange fence? Where is it?

Ms. Bock responded it was around that lift station where the fence got torn down. They went up initially until the fence could be ordered to keep people out.

On MOTION by Mr. Randolph seconded by Ms. Griffey with all in favor the Check Run Summary was approved.
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**C. Special Assessment Receipts**

Mr. Oliver stated included in your agenda are the special assessment receipt schedules. This is through the end of the fiscal year. You are 100% collected. I know you got your tax bill recently, so the revenues will start coming in at the end of November. Like I said we will change the agenda around a little bit. We will start using these cards. It does work pretty well at Julington Creek Plantation. I think your meetings are going to continue to be better attended. They are going to have to be managed to a certain degree. I know that some people are used to smaller group meeting where everyone gives input but it's just not going to be able to work that way.

Ms. Bock asked is you all okay with not letting people just speaking up?

Mr. Randolph responded I think cards are a great idea.

Mr. Oliver stated I would also suggest that you provide your preferred contact method to Heather, so she can put it on the website within the next week or so. Now eventually with the

new website you will probably have CDD email addresses linked to that website, which will be helpful but for now please give her some contact information.

**SIXTEENTH ORDER OF BUSINESS**      **Next Scheduled Meeting – January 27, 2010  
at 6:00 p.m.**

Mr. Oliver stated the next scheduled meeting is on January 27, 2010 at 6:00 p.m.

**SEVENTEENTH ORDER OF BUSINESS**      **Adjournment**

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairperson