

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, January 27, 2010 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:

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| Rose Bock | Chairperson |
| John Thibault | Vice Chairman |
| Tracey Hayes | Supervisor |
| Ed Randolph | Supervisor |
| Brenda Griffey | Supervisor |

Also present were:

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| James Oliver | District Manager |
| Wes Haber | District Counsel |
| Heather Mickelson | GMS, LLC, Art of Living Director |
| Mike Yuro | Yuro & Associates |
| Sal Palmieri | Elite Amenities |
| Angela Palmieri | Elite Amenities |
| Roy Deary | AAS |
| Jeff Church | AAS |
| Dan Zimmer | Billy Casper Golf |
| Mike Stevens | Billy Casper Golf |
| 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 Minutes of the November 18, 2009 Meeting

Mr. Oliver stated included in your agenda package is a copy of the November 18, 2009 meeting. Are there any additions, corrections or deletions?

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| On MOTION by Mr. Randolph seconded by Mr. Thibault with all in favor the Minutes of the November 18, 2009 Meeting were approved. |
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THIRD ORDER OF BUSINESS**Annual Briefing on Government in The
Sunshine Law**

Mr. Haber stated I think this was on the agenda at the request of one of the supervisors. There isn't any update or change in the law. I prepared a memo that summarizes the law quickly. It details the fact that, as board members and as staff members, we are governed by a higher standard as far as the openness of what we are doing. It really breaks down into two different aspects; one is the Government in the Sunshine and the other is public records. Government in the Sunshine means that board members cannot have discussions with one another, and discussion would include an email, telephone discussion or face to face discussion, about items that are going to come before the board or are foreseeable to come before the board without doing it at a noticed meeting where it is open to the public and where minutes are being taken. We, in giving advice on Sunshine Law issues, tend to be broad. We want to be very careful not to communicate with one another about District issues and there are probably instances where our advice would prevent you from doing something that wouldn't necessarily be a violation of the Sunshine Law. For example, when Jim sends out an email inquiring about who is going to be able to make it to the meeting and on that email he probably says do not reply to all. If one of you tells the other that you are going to go to the meeting that is not a discussion that is going to come before the board, so it would probably not be a Sunshine Law violation. In order to have a Sunshine Law violation there needs to be a dialog between the two of you. In other words, if Rose sent an email out to the rest of the board and no one communicated with Rose about what was in that email that is not necessarily a Sunshine Law violation because you haven't communicated about that email because they didn't respond to you. Nevertheless, we don't think that is a good idea. Generally speaking our advice is to not communicate with one another about CDD issues outside of the meeting. If you feel you need to communicate and you want to call us to ask if you are going to be safe doing that we recommend you make that call and we can talk it through with you before doing those types of things. The other aspect of the law is public records law and that is any type of record that gets created through either District staff providing services to the District or you acting in your capacity of a board member are public records that will be subject to a public records request. In other words, anyone out there in the world can say I would like to see copies of all emails between your firm and any board member regarding any issue. Those are all public records that need to be retained and, if requested, produced.

FOURTH ORDER OF BUSINESS **Consideration of Cost Share Agreement**

Mr. Oliver stated included in your agenda package you have a proposal that was sent to the District by Billy Casper Golf. It is pretty detailed and very well researched and written. At the beginning of this District an irrigation system was constructed and acquired on a cost share basis with capital costs and that was a cost share of 74% by the golf operation and 26% by the District. I checked the records and that is actually in the minutes of the March 8, 2001 meeting. Subsequent to that no agreement was ever consummated between the Developer and the golf operation and the District for the cost of operating and maintaining that system. I looked through resolutions, agreements and minutes and there was never any discussion on that, although it seems to be it was contemplated to take place but it just never did. The District has been benefiting by use of that system and has been using it at no cost to the District.

Mr. Thibault joined the meeting.

Mr. Oliver stated what this proposal does is ask for a cost share going forward. It is a cost share of 90% for the Billy Casper Golf and 10% for the CDD. You will see a spreadsheet where they have gone through and looked at the different costs.

Mr. Haber stated I don't really have anything to say as far as whether you move forward with their request to enter into the cost share or not. From a legal perspective, that is not where my comments come in. The comments I have deal with the agreement itself. I do think that there are provisions in the agreement that you would want to negotiate in a little more detail. For example, there is an indemnification provision in the agreement that is pretty well one sided whereby the District indemnifies the golf course and, generally speaking, when I draft an agreement on behalf of the District I do the exact opposite. At a minimum I would want mutual indemnification in the contract. Another thing that I see is in section four of the agreement it talks about the authority of the owner, which would be the golf course, to do anything the golf course needs as far as complying with conditions of use permit and the irrigation system. My concern there is they provide you with this breakdown of what they anticipate their expenses being. If they are able to do whatever they want without checking with the CDD to see whether it is okay they could potentially cost the CDD significant amounts that you wouldn't have the ability to say no, we would rather terminate this agreement and get out of it as opposed to you moving forward with that action and us just being on the hook for it. I don't have a provision to

put in front of you today but the type of thing I would recommend doing is amending the language to provide that if there are any changes and the golf course anticipates those changes would result in a payment by the District that would exceed some threshold, that the golf course give the District notice of that change and the District then has the ability to say we are okay with it or no we are not. I think for purposes of today's meeting and I don't think we need to draw this out to another meeting but if you are comfortable conceptually with the cost share of sharing the irrigation system I think you can probably authorize a board member to work with me as far as negotiating the terms of the agreement to get what I think would be a fair agreement, so those are the sort of legal issues that I have but as far as the concept of the cost share that is really the decision for the board to make.

Mr. Randolph asked in the past how did we handle the improvements to the irrigation system from the CDD and St. Johns Golf perspective? Who actually authorized those?

Mr. Haber responded because we didn't have the cost share I think the irrigation system belongs to the golf course and they did whatever they did. We continued to benefit and use our 10% and we didn't have any say because they weren't charging us but now that we are going to be paying I think it makes sense to have some say in the amount we may be obligated to pay.

Mr. Stevens stated the irrigation he is talking about is the pump house behind hole number 17 provides irrigation for the golf course but also for the soccer fields, the roadway up from the soccer fields back to the intersection and all of Leo Maguire including the front entry pond that is all coming off of the irrigation system. Some of the other common areas around the neighborhood are running off a separate JEA meter or a battery operated system.

Mr. Hayes asked so where was that 24%?

Mr. Oliver responded that was for when they made the projections when they actually paid for the acquisition, so the District paid them 26%.

Ms. Griffey asked so we paid 26% of the cost of putting it in?

Mr. Oliver responded correct.

Ms. Griffey asked so the golf course owns it even though we paid for part of it?

Mr. Oliver responded because that was an estimate back in 2001 of how the benefit of the irrigation would work out and since then they have refined it.

Mr. Stevens stated that 90/10 split is based off of the consumptive use permit for issue by the water management district as far as how much water we are allowed to use on an annual

basis and what percentage of that is allocated to landscape areas and that break down is determined by the Corp. of Engineers by a study that was done on the golf course.

Mr. Thibault asked since no water is mentioned in this irrigation system spreadsheet can I assume that this is reclaimed water?

Mr. Stevens responded no. This is not reclaimed water. All of the water that we put out here is from your stormwater system runoff or from ground water that we are allowed to pump, so we don't actually pay for any of the water on the golf course. There is a provision in the consumptive use permit where down the road if reclaimed water becomes available and it's feasible that we would be required to use that.

Mr. Thibault asked so I was under the understanding that the golf course pumped water out of the ponds, so that is not considered reclaimed water?

Mr. Stevens responded no. Reclaimed water is what comes through the wastewater treatment plant and then it would be pumped back here.

Mr. Thibault asked so it's just storm runoff water?

Mr. Stevens responded yes. We are allowed to pump a small percentage from the aquifer and that is broken up.

Mr. Hayes stated I'm comfortable with putting a cost in there of \$5,000 threshold where we would need to be notified if there were improvements made.

Mr. Haber stated I have some other recommendations that I would make to it. It doesn't appear to have a termination provision, which you would need to deal with if we are not comfortable with the amount and also as Jim mentioned there is no intent to try and recoup any of the costs. I would want to add some of those things. You can conceptually approve this agreement and authorize the Chair, Vice Chair to work with me in negotiating final terms of the agreement.

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| <p>On MOTION by Mr. Hayes seconded by Mr. Thibault with all in favor the Cost Share Agreement for the District Irrigation System was approved, subject to review by counsel and execution by Chairman.</p> |
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FIFTH ORDER OF BUSINESS**Discussion of Conveyance of Lands to District**

Mr. Haber stated at the last meeting we discussed that the Developer identified some properties that they want to convey to the District. Our engineer identified issues with the properties that he could probably clarify and get straight, although it would cost money to do that and we kind of pushed it back to the Developer to say these are our questions and answer the questions and come back to us to try to save on costs. The Developer hasn't been as responsive as they could be on those questions, although I have had a conversation with an attorney in their office within the past few weeks and they have been more proactive, so we are hopeful that we will get those responses. We would like to come to the board with a map that says these are the properties and this is why we think it is appropriate to take this property.

Mr. Thibault asked would I be correct in saying that most of the properties that they want to turn over to the District are mitigated properties?

Mr. Haber responded in some instances and some are more substantive. I think there are pieces of roadways that were missed when there was a mass conveyance done, so there are also things like that.

Mr. Thibault asked so outside of the roadways, which would make sense for us to have ownership of; those pieces of property are adjacent to the community? We had a conversation several months back that there was some drug paraphernalia found back there and we talked about it and we said the District did not own it and it was owned by St. Joe. What benefit do we get by taking over that land? It sounds like all the benefit is going to be to the Developer and by relieving themselves of all these additional property costs. Here we are looking at possibly taking all these costs off their hands where they are not going to have to pay all these additional property taxes and when we went to them and asked them to pay \$4,000 for a sidewalk they said no.

Mr. Haber responded I think that is a very valid question and one we do intend to address but initial thoughts is there are stormwater permits that require certain conservation easements to be fulfilled to the extent that those properties are encumbered by those conservation easements and that we are in charge of the stormwater system it may make sense. One other reason it may make sense is the Developer right now owns it but when the Developer does not own anymore lots in the community they likely have much less interest in the property. If the CDD is not going to take the property, and I believe if the CDD took the property it would not be subject to

ad valorem taxes, and someone could get injured on it, so there is risks associated with taking it, but if the CDD did not take it then the Developer could create some shell entity and put it in that entity and whatever happens to the property could happen to the property. There is something to be said to have control of that property that surrounds the community as opposed to having it in the hands of an entity that doesn't care about it.

Mr. Hayes stated I have the exact same thoughts. I think clearly the Developer is getting more of a benefit because they are ridding themselves of future tax liability but one benefit that did come to mind is as it relates to that front entry pond. That is one of those parcels that the CDD does not own but we do have responsibility for maintenance of it. The county has come to the board to ask for input and if the board does not own it the county could go straight to the owner and potentially make a decision on what happens out there without the board being able to have input and that is one case where I could see the benefit of having the control.

Mr. Thibault stated I agree. I agree with the parcels that we currently maintain and are within our boundaries of the community but I'm talking about the lands that are out here.

Mr. Haber stated I don't think they are talking about anything like that. We will give you a map and then you will see everything that they are proposing.

Ms. Bock stated for example, they own my street.

Mr. Thibault stated I'm seeing additional costs that could come out of this for us. If we increase our land size by 50% then our liability insurance would have to go up.

Mr. Haber stated Jim would have to figure that out.

SIXTH ORDER OF BUSINESS

Discussion of Assignment of Easement Rights

Mr. Haber stated this isn't really one that we have much say in. We are a party to this agreement only because the agreement that is being assigned says that we need to consent to any assignment but that our consent cannot be unreasonably withheld. I cannot think of any reason it harms us one way or another whether the document is with the St. Joe Company. I think it is a formality and I can't think of a reasonable reason to withhold our consent. I'm happy to make the recommendation that the board approve the assignment.

Ms. Bock asked is this assignment for drainage easements?

Mr. Haber responded yes. A copy of the actual document being assigned is attached and that is a drainage easement between St. Joe residential and the District, which discusses the

District's easement for drainage purposes and also acceptance of maintenance responsibility for the stormwater system. If you look at section seven of the agreement being assigned that says this drainage easement agreement maybe assigned in whole or in part by either party only upon the written consent of the other, which consent should not be unreasonably withheld. They are just looking to assign it and I don't think we have any reason to withhold our consent.

On MOTION by Ms. Bock seconded by Mr. Hayes with all in favor Consent of Assignment of Easement Rights was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Proposals

A. Lifeguard/Gate Monitor Services

- 1. Lifeguard Proposals**
- 2. Lifeguard Scope of Services**
- 3. Elite Amenities**
- 4. AAS – Lifeguard**
- 5. AAS – Gate Monitor**

Mr. Yuro stated our lifeguard contract and gate monitor services go season to season and it expired last swim season. We typically open the pool on Spring Break, so in order to have staff in place and have the pool open we wanted to bring the proposals to the board at this meeting. I requested proposals from three different companies. Amenity Aquatics Staffing has been our provider for the last several years. I also requested one from Elite Amenities, who provides for a number of communities and also I requested one from First Coast YMCA. At the last minute the YMCA called me and said they were not going to submit because they picked up another pool and they weren't comfortable they were able to commit the resources necessary, so they didn't want to submit a proposal. The other two proposals are included in your agenda package. The scope that we provided to each company is basically identical to the staffing schedule we used last year with the dates changed. The proposal we received from Amenity Aquatics Staffing for lifeguards and gate monitoring at \$37,072 for the season and Elite Amenities came in at \$36,300.

Mr. Hayes asked is that for both the gate and lifeguards?

Mr. Yuro responded yes. Amenity Aquatics separated the two. They gave us a proposal for the lifeguards and one for the gate monitoring, so we added them to together for the \$37,072. Elite Amenities proposal just combined the fees.

Mr. Deary stated I am with Amenity Aquatics Staffing and I think we have been here for eight years. I appreciate everyone's time. We have a history here and we are proud of the fact that we helped start the swim team eight years ago with John Agus. We have provided the lifeguards here from day one and as the community grew quickly we grew with it going from one lifeguard to two. We added the gate monitor service a few years ago. Our perspective and our history here is valuable and we are pleased that we were able to be here from the beginning to see the community grow like it has. There are very few people that know how to serve this business but the fact that we have been in business for 15 years we were one of the very few pioneers in the business of staffing, managing and programming amenities. We have been flexible and still are flexible as far as providing whatever needs you need. In some of our other communities we have much larger scopes and we work with those folks on a much larger capacity and in other communities there is a much smaller scope. It has been great to work with Heather, Jim and Wes and it has been great to see Mike's role evolve and change. It was great to serve with you folks and serve with him as a supervisor but we have been able to appreciate the short time he has been a field operations manager and the difference that he has made. I think you folks are benefitting from that. We already have our supervisor in place for this coming year and assuming we are retained with you folks. Her name is Taylor Roberts. She has been with us for four years and we have already started meeting with her. We would love to have the opportunity for you to retain us.

Mr. Palmieri stated I am with Elite Amenities. On behalf of the entire thank you for allowing us to submit a bid. We have been in business for five years. We currently serve communities from Fernandina Beach down to St. Augustine. In fact, we manage all but two communities on 210 west. From day one we have had a results oriented business. We deliver our contracts with a hands on approach. You will see our management staff out here every single solitary day. We also take more of a proactive approach in managing these communities and by that I mean we meet with the board. Anyone on the board is welcome to be out during any of these in service trainings and then together we can come up with the rules and what is expected out of the contract. We make that happen by zero tolerance. If we have a lifeguard that

is late or someone that is not enforcing the rules then they are out and they don't work for us anymore. At the end of the day we take lifeguarding very seriously. Thank you very much. We have our management staff in place and we have so many of these communities on 210 that it is very easy for us to come in and pick up another community. We do swim lessons, as well.

Mr. Hayes asked is it an additional charge for the pool chemical testing?

Mr. Deary responded no.

Mr. Thibault asked I assume that was in the scope when you requested the bids, Mike?

Mr. Yuro responded I believe it was.

Mr. Hayes asked what were we paying for 2009? Did these go up at all?

Mr. Yuro responded actually it went down.

Mr. Hayes asked do we have any feedback on how Elite Amenities has done in the past?

Mr. Yuro responded I have never worked with Elite Amenities. They did provide letters of recommendation from several of their neighborhoods but I don't have any personal experience with them. I know that Amenity Aquatics has been here for several years. I can't really speak to what was happening before I took over in August because I wasn't dealing with them on a day to day basis but I will say there are some issues with them on a scheduling standpoint with lifeguards. Jeff and I had some discussions about lifeguards not showing up and some taking breaks at the same time. There were some issues that I wasn't completely comfortable with at the end of the year.

Ms. Mickelson stated yes. At the end of the year we had some problems.

Ms. Bock asked by end of year you are talking about the end of summer?

Ms. Mickelson responded yes.

Mr. Thibault asked what was their action to correct the issue?

Mr. Yuro responded Jeff was typically pretty responsive but I found myself many times having to call to let him know that a lifeguard didn't show up or having to be much more involved than I would like to be. I think their response was for next year they would put different things in place.

Mr. Thibault stated I know for the last couple of years we have had issues with the people. It is not the company's fault. I understand you are hiring kids. I think I liked what Elite said about zero tolerance with their lifeguards. Over the last few years if it wasn't one thing it was something else. We had a problem with the people sitting at the gate. I've come up and

there wasn't anyone sitting at the gate and it was wide open. I believe every once in awhile there is room for change, so maybe this year would be a good time to do a change. Their bid came in a little lower and in a down economy we try to save money the best we can. I would be open to changing services.

On MOTION by Mr. Thibault seconded by Ms. Griffey with all in favor Proposal from Elite Amenities to Provide Lifeguard & Gate Monitor Services was approved.

Mr. Haber stated I will draft an agreement with them.

Mr. Thibault stated I assume they have the proper amount of insurance and can prove it.

B. Pressure Washing of Swim Club

- 1. Pressure Wash Proposals**
- 2. Pressure Wash Scope of Services**
- 3. First Coast Pavers**
- 4. Paving Stone**
- 5. Ricci-Stewart**

Mr. Yuro stated I have proposals for pressure washing the swim club area. This is more of a recommendation by me. This includes the swim club building, all the pavers, the two awnings and the slide tower. I think a good pressure washing would give this place a good look for the new season coming up. I got three proposals. All three of the firms that gave quotes to do the brick paver repairs also expressed capabilities of doing pressure washing, so I went back to all three of them. You can see by the proposals that two of them were considerably higher than the third.

Ms. Bock asked why is that?

Mr. Yuro responded I can't speak for why. I can tell you that my expectation was they were going to be closer to what the lower price was. I think the proposal for \$2,600 is in line with what I was thinking and it is probably going to be several days of work.

A resident asked have we not power washed it at all?

Mr. Yuro responded I think pressure washing was done on an as needed basis.

Mr. Thibault asked can we push this off a little bit to the beginning of March instead of doing it at the beginning of February?

Mr. Yuro responded yes that is not a problem. I would agree with you. I think the closer we can get it to the season opening it would be fresher. I would even recommend pushing it to mid March if we can.

Ms. Bock stated I would ask that they be very sensitive to the fact that people come up here when they are pressure washing.

Mr. Yuro stated I will make them aware of that. We will try to get them out here on a Monday.

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| On MOTION by Ms. Bock seconded by Mr. Hayes with all in favor the Proposal from Ricci-Stewart to Provide Pressure Washing Services to the Swim Club Area was approved. |
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C. Fitness Equipment Quarterly Maintenance

Ms. Mickelson stated included in your agenda package is a proposal for quarterly maintenance on the fitness equipment. I also passed out a proposal from Southeast Fitness. We currently use Fit Fix but they decided not to submit one. The trip charges are included in these fees.

Mr. Thibault asked how long have we been using Fit Fix? Aren't they down in Ft. Lauderdale?

Ms. Mickelson responded they are in New Smyrna and I think less than a year.

Mr. Thibault asked how did we come about using them?

Ms. Mickelson responded it was when we got the new equipment.

Ms. Griffey asked do we already pay a quarterly?

Ms. Mickelson responded we do.

Ms. Griffey asked what is that amount?

Ms. Mickelson responded \$200 per visit, so \$800 a year. If we sign with First Coast Fitness even though it is a year to year thing we use them for a third year there is an \$800 credit towards new equipment.

Mr. Thibault stated it makes sense. If we get \$800 credit towards a piece of equipment and they are already cheaper. Their hourly rate is \$79 per hour versus \$75 per a half hour.

Ms. Mickelson stated after that it is \$60 for each additional hour.

On MOTION by Mr. Thibault seconded by Mr. Randolph with all in favor Proposal from 1st Coast Fitness to Perform Fitness Equipment Quarterly Maintenance was approved.

EIGHTH ORDER OF BUSINESS

Discussion of Community Website and Website Proposal

Mr. Oliver stated we talked about this a little bit at the last meeting. Right now we have a stop gap measure for a website through godaddy.com. It allows us to get some information out there but it certainly does not have a lot of bells and whistles, so we have taken a look at other options and one of the options we looked at was a project Janet Ridgeway has put together for Julington Creek CDD, which was a very nice website and we are using that as a starting point. We have been in discussions. This would be a website not only for the CDD but also for the HOA to streamline information and also some cost sharing with them also.

Hr. Hayes stated our foundation was to take the existing Sampsoncreekcdd.com and continue that address but also add another address, which is Stjohnsgcc.com, so that our community members would know the name better. Heather is really going to be the main supplier of information for the website. We have also talked to Pam at the clubhouse to work side by side with that and the newsletter that is coming out next month. We will still be able to do the email blast and those types of things.

Mr. Thibault asked have we discussed what the cost share will be?

Mr. Hayes responded I haven't mentioned it to them. With the new newsletter and this they won't have to send out those flyers and that cost them a lot of money to send out those flyers and mail them out. We wanted to get it by the CDD first.

Ms. Ridgeway stated there is only one site, so I don't want you think there is two sites out there. The thing that I think that is beneficial to everybody whether you use the pool or you don't use the pool we will have beautiful pictures of the amenities of Sampson Creek on it. I think it benefits everybody.

Mr. Hayes stated also Janet likes to make the changes herself, so someone like Heather would call her with updates or email her could get with her to make those.

Mr. Thibault asked so it is \$150 flat fee no matter how many times it is updated?

Ms. Ridgeway responded yes. I always do a flat fee. When we are talking about changes we are talking about changes to programs, do CDD minutes being put up, to someone's phone number being changed. We are not talking about changing over the entire site. I will come out and take pictures of everything.

A resident asked if this is a go I assume that everybody would be informed, so we all know its there?

Mr. Hayes responded we have a newsletter going out, so it will be on there. Since the newsletter is free that would be our introduction in the March newsletter.

Mr. Thibault asked what is the cost per domain name?

Ms. Ridgeway responded like \$9 but it could go up to \$12. I would say that 75% of my clients use godaddy.com.

Mr. Oliver stated if the board is comfortable with this, the board is in a position to approve the proposal and have the agreement drafted and executed by the Chairman and if there is going to be any cost sharing that can be worked out between staff and the HOA.

Mr. Thibault asked because the money is going to come from the residents anyways?

Mr. Oliver responded yes.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the Proposal from Janet Ridgeway to Provide a Community Website was approved.

NINTH ORDER OF BUSINESS

Discussion of General Election

Mr. Oliver stated there will be three vacancies occurring in November of 2010 and those are the seats held by John Thibault, Ed Randolph and Brenda Griffey. These are general election seats, so they will appear on the general election ballot the first Tuesday in November. The qualifying period for any residents that want to run for office and that is going to be June 14th at 12:00 p.m. through June 18th. You must be a registered voter residing within the District boundaries. For more information on the election you can go to www.sjcvotes.us. We will put all this information on the website.

Mr. Haber stated you need to live in the community and be a registered voter in the county.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH 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 I have just been working with the new social committee on new events for 2010. It has been going very good.

E. Property Manager

Mr. Yuro stated the freeze we had in the neighborhood caused some busted pipes. I did a drive through with the landscape company and they said they won't know if the St. Augustine grass was damaged from the freeze until it starts coming in. Due to the length of the freeze, he wanted to put me on notice that there is potential that there was some damage to some of the grass. Some of the other vegetation around the swim club here looks pretty bad. They are trying to minimize how much they cut back because even though it looks bad it is actually protecting the plant. The freeze also caused damage to the pool tiles. If you go look at the pool tiles you will see above the gutter pan there is a blue six by six tile and a lot of them were damaged by the freeze. I guess because of the freeze and then the heating it was contracting and expanding and it was popping chips. If you look around there are a bunch of chips and there are also a bunch more tiles that have cracks running through them. I asked them for a proposal, which I just got recently and it is pretty expensive. To fix just the tiles that are damaged it is about \$4,500 from our pool company. To do the whole pool replacement it would be \$9,100. The reason they gave us a second proposal is because they couldn't guarantee a perfect of the tile color and so forth. It

doesn't appear to me to be dangerous. The one thing that I'm not certain about is if the health inspector would flag that as an issue to be fixed. Between now and the next meeting I can try to get some more quotes to see if we can get a better number. The estimate is for the removal and replacement of only the cracked or chipped tiles. There are about 400 pieces. The color shall be cobalt to match the existing waterline tile but due to the age, weather and fading of the existing tile an exact match is impossible. What we could do is get some samples and match it up. I will try to see if we can get some samples and more proposals for the next meeting but I would also ask the board to take a look at it, as well.

Mr. Hayes asked is this something where they would have to drain the pool to?

Mr. Yuro responded they would just have to come down a little bit. He told me this was not uncommon.

Mr. Thibault asked are the chips white?

Mr. Yuro responded yes. The areas that are chipped are obvious to see. Some of them are small but some of them are bigger.

Ms. Bock stated we are getting really close to the pool opening. If we wait until the March meeting and we approve it then the pool opens three days later.

Mr. Yuro stated it does but I would suspect there would be times we could schedule it on Monday's. It might take a couple of Monday's to fix it. As far as the front entry pond, I know the interlocal was signed and Hill Boring does have the drainage calculation. We expect by the next meeting they will be able to come back with some feedback to the board as to whether they think there is an issue or not.

Mr. Hayes asked what about the additional streetlights we talked about last meeting?

Mr. Yuro responded I have been having a lot of trouble getting through to FP&L. I did finally get a response from a gentlemen and I have emailed and called him a couple dozen times but he mentioned that they could start maybe in February but I'm trying to get a meeting set with him next week, so that I can sit down and make sure I understand. It is still in the works. They said it could be done. Dealing with FP&L is often times very difficult.

Mr. Thibault stated I saw all the repairs of the sidewalks throughout the community and they look nice. I still see this big giant piece of grass between holes eight and nine. Is that going to get done?

Mr. Yuro responded that was scheduled to be done the same week the other repairs were done. The homeowner that lives in that corner lot called me and was concerned about what it was going to look like, so after consulting with Jim, Wes and Rose what we agreed to do was to hold off and give them the opportunity to speak to the board at this meeting. The contractor understands what is going on.

Ms. Archibald stated I'm actually not the homeowner. The home is owned by Vicky and George Smear and about a year and a half ago he suffered from a heart attack, so I'm just here on their behalf. He has been hospitalized again, so unfortunately they couldn't attend tonight. They are requesting to be present to voice their opinion.

Mr. Yuro stated I can give you a little background based on my conversation with the owner. From where the sidewalk ends by hole number nine up to their driveway they did not have an issue with that. Their driveway is an arch driveway that actually ties into both streets and along Eagle Point they are okay with it but between the driveway and where it would cross Brook Haven are where they don't want a sidewalk. What they asked if the sidewalk could come up to their driveway and then just let people use their driveway as the sidewalk.

Ms. Archibald stated it would look better. We are their neighbor and we are kind of concerned about how it is going to look.

Mr. Yuro stated I would just say from an engineer's standpoint that opens up some potential issues that the board would need to consider. One would be directing the public onto private property.

Mr. Hayes asked are there certain setbacks from the driveway to the sidewalk?

Mr. Yuro responded in this neighborhood the sidewalks are all located in the right-of-way, so it is not located on the property but the back of the sidewalk starts at the right-of-way and then it is five feet towards the road. It is what was on the design plans originally. It was just never built. It just so happens that the way that front driveway is there would be the driveway and then a patch of grass and then the sidewalk and then another strip of grass.

Ms. Archibald asked who would maintain the grass in between?

Mr. Yuro responded the homeowner would. That is consistent with every other home in the neighborhood.

Ms. Griffey asked would it be worth putting the sidewalk along the curb, so that would give them a bigger space of grass, so you wouldn't have grass then sidewalk then grass?

Mr. Yuro responded I think that is an option. I can't remember right now if there is a tree there.

Ms. Archibald stated all I would request is that you wait until the homeowners can speak to you.

Mr. Thibault stated as far as directing pedestrians onto the driveway, I think if we took the sidewalk to the end of the driveway and didn't continue it I don't think we would be directing people onto the driveway. It is a safety hazard the way it is now.

Ms. Archibald stated right and they agree.

Ms. Bock asked would they agree not to park in that driveway, so people could use it?

Ms. Archibald responded they don't.

Ms. Griffey stated if they ever sold it the new owner could have issues with it.

A resident stated I live across the street and most of us know that was virtually the construction house, so I wonder if that driveway design was built with that in mind because it is kind of unique for the neighborhood. I don't have a problem with the sidewalk ending there but if we have a picture of what they plan to do then everyone can visualize what we are talking about.

Mr. Thibault stated we will wait.

Mr. Haber stated from a legal perspective as far as you raising the issue if someone else purchases the home you could, if the homeowner was willing to it record an easement over their driveway. They would have to agree that they can't interfere with the access by the general public and record it in the public records and then whoever would purchase that home would be subject to the easement. It is something they would have to agree to but there are ways to make that run with the property if they are willing to do that.

A resident stated there are other places in the community where sidewalks dump you out into the street, such as where Stonehedge meets Leo Maguire. The sidewalk heading out of Stonehedge Road to Leo Maguire stops where the last driveway is and you have to walk out into the street.

Ms. Bock asked could we get everyone to agree to ride by there? Maybe Jim can send out a reminder to everyone in about a week because if you don't do it within a week you are going to forget.

Ms. Archibald stated you need to take into consideration that the sidewalk is going to be on the other side of where the sign is unless you can move that sign.

Mr. Yuro stated relocating the sign is not difficult.

Ms. Archibald stated you couldn't relocate it on the other side of the street. I think when your people originally came out they marked it with orange but the orange is gone now. You can see where it was going to cut right through their front yard.

Mr. Yuro stated the sidewalk would follow the contour around the curve, so when you go out there if you can visualize extending it from where it stops by the golf course hole it would just continue on. As proposed it would stop at the driveway and pick up on the other side of the driveway and then tie in right by that stop sign across the street.

TWELFTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS Audience Comments

Mr. Dave Weitz asked what happened to our Christmas decorations this year? Was it axed because of economics?

Mr. Thibault responded we had decorations up. There was a tree and wreaths.

Mr. Dave Weitz stated the big tree wasn't out there.

Ms. Bock stated it was.

Mr. Dave Weitz asked was the bridge lit up like it always is? It seemed to me it was pretty skimpy this year?

Mr. Thibault responded I think maybe it wasn't as noticeable this year because the lights out there worked. Before the entry was real dark and that illuminated the area.

FOURTEENTH ORDER OF BUSINESS Financial Reports

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

Mr. Oliver stated included in your agenda package is a balance sheet and income statement as of December 31, 2009.

B. Check Run Summary

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

On MOTION by Mr. Randolph seconded by Mr. Thibault with all in favor the Check Run Summary was approved.

C. Special Assessment Receipts

Mr. Oliver stated included in your agenda package are the assessment receipt schedules.

FIFTEENTH ORDER OF BUSINESS

Next Meeting Scheduled – March 24, 2010 at 6:00 p.m.

Mr. Oliver stated the next scheduled meeting is on March 24, 2010 at 6:00 p.m.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman