

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, March 24, 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:

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

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Jack Mangus	District Engineer
Heather Mickelson	GMS, LLC, Art of Living Director
Mike Yuro	Yuro & Associates
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Approval of Minutes of the January 27, 2010 Meeting

Mr. Oliver stated included in your agenda package is a copy of the January 27, 2010 meeting minutes. Are there any additions, corrections or deletions?

Mr. Thibault joined the meeting.

Mr. Yuro responded on page 17 in the middle of the page where I spoke the word “directly” should be “directed.”

Mr. Hayes stated on page 17 that was not me who said that. It was John. I believe there were several comments John made that were attributed to me.

Mr. Oliver stated unless it is material, we will not change these comments. However, it will be helpful to the person preparing the minutes if occasionally you state your name when you speak. This will help with voice recognition.

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor the Minutes of the January 27, 2010 Meeting were approved as revised.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2010-02, Confirming the District's Use of St. Johns County Supervisor of Elections to Conduct the District's Election of Supervisors in Conjunction with the General Election

Mr. Oliver stated there will be three seats up for election in November and those are the seats currently held by John Thibault, Brenda Griffey and Ed Randolph. The qualifying period is going to be from June 14th through June 18th. It has been posted to the website. Counsel prepared a resolution to give to the supervisor of elections, so they will take responsibility for this general election.

On MOTION by Ms. Griffey seconded by Mr. Hayes with all in favor Resolution 2010-02, Confirming the District's Use of St. Johns County Supervisor of Elections to Conduct the District's Election of Supervisors in Conjunction with the General Election was approved.

Mr. Thibault asked we have to turn the packet in between June 14th and June 18th, correct?

Mr. Oliver responded correct.

Mr. Thibault asked when is the earliest we can pick up the packet?

Mr. Oliver responded you should contact the supervisor of elections about that. More information is available on the website www.sjcvotes.us.

Mr. Thibault stated just to let everyone know that there are actually a number of things you have to do to get qualified.

FOURTH ORDER OF BUSINESS

Update of Conveyance of Lands

Mr. Haber stated as the board knows St. Joe, the previous Developer, is interested in conveying certain lands and you were all emailed a map of those lands prior to this meeting. There is a St. Joe representative here already and then there is one waiting outside who would like to be available to answer questions or participate in the board's discussion. A request was made that we postpone this until she comes in and then when she comes in we can take up that issue.

SIXTH ORDER OF BUSINESS

Discussion of Sidewalk Construction

Mr. Yuro stated several board meetings ago the board authorized sidewalk repair and additional construction where there was no sidewalk on Eagle Point near Brookhaven Drive. The request of the owner when we started staking it out we put it on hold and at the last meeting the board asked for sketches to get a better idea. I have provided an aerial photograph. In blue are the existing sidewalk and the red what would be the additional sidewalk to be installed. It would be my recommendation to the board to move forward with the sidewalk as shown. I will also let the board know that I have had several residents complain about this. A couple of them that have complained I let them know that this was in process and at the last meeting the board let the resident speak, so I have been questioned again since the last board meeting why it has not been installed. They are concerned about safety.

Ms. Griffey asked isn't there a sidewalk along Brookhaven?

Mr. Yuro responded correct.

Ms. Griffey asked so is there not a sidewalk along one side of Brookhaven?

Ms. Bock responded yes. There is. You can see it on the picture.

Ms. Griffey asked doesn't that sidewalk come through here?

Mr. Yuro responded you can see on the picture that sidewalk actually stops at that lot, as well.

Ms. Griffey asked so we are not making it continuous like it is in the rest of the community?

Mr. Yuro responded no. I missed the fact that sidewalk was there when I was looking at this because the main line through Leo McGuire is where the main loop is and there are several other cul-de-sacs in this neighborhood that do not have any sidewalks at all. There are like three other cul-de-sacs that don't have any sidewalks at all, so it is not inconsistent with other areas in

the neighborhood for a cul-de-sac to not have a sidewalk. Then in light of the residents complaints I thought it made sense to keep the main line because when people are walking the main line it is also more dangerous of getting people out onto the street. If they have to go into the street on Brookhaven before they get onto that sidewalk it is a much less traveled street.

Ms. Vickie Seder stated you are actually talking about my house. I know one of our neighbors had talked a little bit about the issue in our absence at the last meeting. I appreciate you delaying this for us. We are not really concerned with the sidewalks in our yard to the side. What we were concerned with was putting a sidewalk in that grass area in front of the circular driveway. When we actually bought the home a few years ago and made out the plans to put in the driveway we were never told we were required to put in a sidewalk anywhere and we specifically asked about that. There wasn't even a driveway leading up to the garage. There was even some landscaping with some palms in that grass area and they were dying, so we had them removed. I think all of you all would agree that when you drive down that road and you try to visualize that sidewalk in that grass area it will not be visually becoming. A lot of people actually walk in the circular driveway and we are okay with that. We are not happy about putting a sidewalk in that front grass area. On the side areas I could understand that but maybe not Brookhaven because there isn't really a lot of traffic there, so I don't think there is really a concern. A lot of people do jog on the street and that is their preference, so really the few people that I notice that use the circular driveway are kids with bicycles. If you connect the sidewalk to the driveway and then use the circular driveway we have absolutely no problem with that.

Ms. Bock asked do you ever park a car in that circular driveway?

Ms. Seder responded no. The only time that someone parks there is if someone comes to visit or if someone comes and drops off their children to play with my children.

Ms. Bock asked so there could be cars parked there?

Ms. Seder responded yes.

Ms. Bock stated I'm only bringing it up because it is going to be difficult to walk by a car in that driveway if it is being used that way. You put in the driveway back to the garage but that circular driveway was already there, correct?

Ms. Seder responded yes.

Ms. Griffey stated one of the reasons why a lot of people use the road is because most people are not going to walk thru someone else's driveway. I would never walk thru your driveway. I would always walk on the street.

Ms. Seder stated I'm not even saying in front of my house. I'm saying throughout the neighborhood.

Ms. Griffey stated you say not too many people use it because most people are not going to walk on someone's driveway and on their property even if there is no sidewalk.

Mr. Thibault asked what is the requirement when it comes to sidewalks in a community like this?

Mr. Mangus responded the first thing I would be concerned about aside from any liability issues when you are routing people around someone's driveway to make sure it is ADA compliant. Obviously, we have a lot of ADA rules as far as cross slope and longitudinal slope and surface material. The driveway would need to be ADA compliant.

Mr. Thibault asked do you have the exhibit?

Mr. Mangus responded yes.

Mr. Thibault stated since the little grassy knoll part inside the rainbow driveway is actually on the main road you had mentioned about street length and requirements of sidewalks on street lengths. Since it is on the main road it would meet the requirement to have a sidewalk because of the length of the road, correct?

Mr. Mangus responded if you were permitting this as a new subdivision and had to show sidewalk in the plans then something kin to this would certainly be required.

Mr. Yuro stated the approved design plan did have the sidewalk on it.

Mr. Thibault asked and it was just a mistake by the builder that the sidewalk wasn't completed?

Mr. Mangus responded typically sidewalks are constructed by the builder. Common area sidewalks are built by the Developer.

Mr. Thibault stated I think the biggest part was that lot that was next to it should have a home on it. It was customary that they would put the sidewalk in after the house was completed, so that the dump trucks and the heavy machinery didn't destroy the sidewalk in the process of building a house and since that house never got specked for a house on it, it just didn't follow the normal process. I think it got overlooked. As far as the requirements of completing the sidewalk

on the main road I don't see that we have any choice but to complete the sidewalk because if someone came off that sidewalk and walked into the street and got hit by a car and we chose not to put a sidewalk in then I feel like we might be liable for their injury.

Mr. Haber stated I don't think it is far fetched that we would be named. I think there is a strong likelihood that an attorney would name the District as a defendant.

Mr. Thibault stated then I think just from the standpoint of making someone safe and keeping our residents safe I see no choice then to complete it. Have you seen the spec that we are looking at?

Ms. Seder responded no.

Mr. Thibault asked, "Jack, would you mind showing her?"

Mr. Mangus responded no.

Mr. Thibault stated so it doesn't take up very much space and we have an easement on that lot that covers the space of the sidewalk.

Mr. Yuro stated actually it is within the right-of-way.

Mr. Thibault stated just from a liability standpoint to protect the residents of the community I feel like we are required to complete the sidewalk, so they connect.

Mr. Randolph stated I agree. I would feel uncomfortable walking around someone's driveway and it is a dangerous thoroughfare.

Mr. Thibault stated it doesn't take up very much space. I think I can envision where your tree is and I don't think that will impede your tree.

Ms. Seder stated I'm not worried about the side.

Ms. Bock stated I don't see how we can avoid doing it. It is unfortunate that it wasn't in and you didn't see it that way.

Ms. Seder stated the house has been there for seven years. What if we had left all that landscaping in? We also had plans on putting landscaping there.

Ms. Griffey responded but you understand that anytime there is a right-of-way or an easement for access like FPL and you have an FPL easement in your yard and they need to do something then they have the right to take out any landscaping that you may have. That is just the law. The same thing with the right-of-way if they want to expand the road and you planted stuff then that is your loss that is just the way the law is.

Mr. Thibault stated for example, when Lifestream came in and buried their new wires they tore up everybody's grass in the middle of summer.

Ms Bock asked if there are any other comments.

Mr. Haber stated I think the Board has already approved moving forward with the sidewalk, so I don't think you need a further vote.

Mr. Thibault stated it looks like it will look nice. It doesn't take up that much space in the yard. It is just a safety issue.

Ms. Seder asked could there be any consideration to plant some kind of landscaping around there?

Ms. Griffey responded I don't know why there would need to be landscaping, unless you want to put an oak tree in. Plus, you couldn't put too tall of landscaping in because then you would block the view of the intersection and the stop sign.

Mr. Yuro stated I will re-coordinate with the contractor.

Mr. Thibault asked when we originally approved that contractor did we include this 15 foot section that was in the eyeball?

Mr. Mangus responded yes.

Ms. Bock stated and really we aren't doing what we should do to finish off Brookhaven, so we are leaving that part of the yard alone.

FOURTH ORDER OF BUSINESS

Update of Conveyance of Lands

Mr. Haber stated I believe on Monday you should have received an email with two maps attached to it. One of the maps is the same as we have on the wall that sort of shows the project and the general uses of all the areas of the project. The other map is a yellow and white map and the yellow reflects the property that is currently owned by St. Joe that it wants to convey to the CDD. As you are aware, District staff has been working through a number of issues with St. Joe as it relates to this conveyance. A lot of those issues are technical issues for example, the matter in which certain parcels are described aren't sufficient to meet Jack's concerns as to whether we know exactly what property we will be getting, so some of these parcels may need to be surveyed by a surveyor, so we would know exactly what property we were going to get. The Developer would pay for all those costs. The reason why you have it here today is to sort of get an understanding of what St. Joe is interested in conveying to you and have a discussion of

whether you are willing to accept that property. To the extent you are willing to accept that property then you could adopt a motion today saying yes, we want to accept the property and authorize your Chair or your Vice Chair to work through the technicalities as far as title issues and some other issues that Jack and I are working through. One issue that I have raised is that there is at least one parcel that is a lift station site and that is not one they want to give to the District. They are going to give it to JEA; however, when putting together the map they accidentally shaded it as yellow. I have discussed that with the St. Joe folks and they have acknowledged that and they said that was an error and that is intended to go to JEA. It is those types of technical issues where you would be relying on District staff to say yes that is appropriate for the District to accept or no it is not and then give your Chair or Vice Chair the authority to work through those issues with us. I think today we are looking for a discussion of the District's willingness to accept that property.

Mr. Thibault stated let's exclude the parts that are within the confines of the community. Other than that, it is quite a bit of acreage. How many acres would you say it is excluding the roads and the parts that are in between lots?

Ms. Martin responded I don't have a calculation of acreage.

Mr. Thibault stated it looks like a lot of acreage and that is a lot of property taxes that we are taking off of St. Joe's hands. I know we don't pay property taxes, so it won't be an additional cost to us. We might have an additional liability as a result of taking on this additional property because when we increase our coverage space it increases our cost. We had a bunch of fixes to make on sidewalks throughout the community and we asked St. Joe to pitch in on that and they refused. It was just a couple thousand dollars to help us fix the community right-of-ways and now we are being asked to take on thousands of dollars of cost off of St. Joe's hands.

Ms. Oklok stated we thought you would have a benefit for wanting to own these parcels of land. Our intention is to sell these properties. Would you have a concern of not taking this on and giving it to someone else?

Mr. Thibault responded I believe the concern would be the people who live on the outside edges where you guys have sold them properties as preserve properties and if you sold that to someone else and then developed it I believe they might have the opportunity to seek litigation against St. Joe. Why would anyone buy it other than us?

Ms. Oklok responded my point and I believe we have explained this to Wes is that the CDD would actually benefit from taking it and not letting it go to a third party.

Mr. Haber stated I don't represent St. Joe, but their counsel if I had to guess could find some creative way to create a shell entity or there may be other entities that are willing to just take this property and if another entity owns this property and not the CDD and there are issues that come up that the CDD would want to address it would be easier if the CDD owned the property rather than some shell entity that isn't responding to efforts to communicate with them. The types of issues I raise is I know Mike occasionally gets calls from folks that live in these homes if there is a tree that is threatening their property. Right now, we say call St. Joe that is their property but if St. Joe didn't own the property but somebody else did and there was no one to get in touch with then I think there is an argument that there is some benefit to the community as a whole if a resident is able to say that the CDD owns the property around there. While we are accepting liability, the District would be accepting liability for an issue that would benefit the residents because they would have somewhere to go and the CDD could handle it.

Mr. Mangus stated there is surely some benefit to you guys and obviously you are operating the stormwater management system and that permit and some of the conditions of that permit require conservation easements to be put over these wetlands. That really doesn't mean that much to you unless something happens to the conservation easement and that permit is violated and if you have control of those lands then you can obviously prevent whatever the violation is from happening or certainly remedy it.

Mr. Randolph asked so the development rights have been lifted off these parcels?

Mr. Haber responded yes. I think, in large part, most of these parcels are encumbered by a conservation easement and they need to be maintained as conservation property in order for our stormwater system permit to be valid. Generally speaking, it is not uncommon for a CDD to own the wetland preservation property for the stormwater system that they maintain and operate. It is uncommon that the property is being considered to be conveyed at this point in the process but not uncommon for a CDD to own this type of property.

Mr. Mangus stated I would say that the majority of the property that is being asked to be taken does function in some sort of wetland mitigation, wetland preservation, conservation easement and stormwater management tracts.

Mr. Haber stated to the extent that the conservation easements need to be maintained pursuant to the conservation easement if there is a shell entity that owns that property and they are violating I think as the operator of the stormwater system that the District could look at potential issues and liability there, as well. I think there are some benefits of taking the property but it is a decision for the board to make.

Ms. Griffey asked there is billboard on 95, is that on this property?

Ms. Oklok responded we have actually excluded that. St. Joe will retain ownership of that land.

Ms. Griffey asked so their easement to get to that is then through the golf course?

Ms. Martin responded there is actually an easement in place already, so we would just transfer that.

Mr. Haber stated in other words if the District took the property the District would take that property subject to an easement in favor of St. Joe.

Ms. Griffey asked these little slim parcels that there are two, unless they have at least 10 foot section how do we access that?

Ms. Martin responded I believe there is an easement in place already between the golf course owner and St. Joe at this point, so we could assign that to the CDD.

Ms. Griffey stated because if there is not at least enough to have a decent access we need to have an access easement to those parcels.

Mr. Hayes asked do we have a financial liability?

Mr. Haber responded I think the property would be exempt from ad valorem taxes. The District has liability insurance.

Mr. Oliver stated I spoke to Darrin Mossing before the meeting and this will not affect the liability insurance.

Mr. Thibault asked how can it not affect our liability insurance it is quadrupling our land?

Mr. Oliver responded when the policy was originally set up is was set up based on the District's boundaries.

Mr. Thibault asked so we have been paying liability insurance on all this land already?

Mr. Oliver responded you have been paying for liability insurance on a lot of these wetlands because we are still associated with those because of the water management permits. I think when you see the insurance costs you are talking about it is minimal. The insurance cost

model is based primarily on the property insurance for the fixed assets such as this building and other improvements.

Ms. Bock stated at the front of the property we definitely want to own that because when DR Horton puts a big ugly sign up there you don't want to be calling St. Joe in Panama City.

Mr. Haber stated part of the reason I wanted to postpone both the conveyance issue, as well as the widening issue is the pond that would be impacted by the widening of 210 is part of that property, so to the extent that we want to continue to have the input on that issue and other similar issues is the type of thing we look at as to why it makes sense for the District to have the property.

Mr. Randolph asked so none of those wetland areas were formed through creation?

Mr. Mangus responded yes, there is some creation in there. There is a certain period that they have to be monitored.

Mr. Yuro stated currently I don't believe the permits are in the CDD name. I believe the permits are still in the name of St. Joe.

Mr. Mangus stated that I don't know.

Mr. Yuro stated expanding that pond is going to require permit modification. The permittee is going to have to sign off on that permit modification, so the more entities that are involved the more cumbersome it gets. From the County's perspective, they would like to see the CDD take both the ownership and the permit requirements.

Mr. Haber stated this board has approved a resolution authorizing the conveyance of those permits to the CDD and I think either because it is sort of a two party transaction it didn't get done. It has been authorized. There are documents where the District signed on the dotted line to say I agree to be the operator and maintainer of the stormwater system in accordance with those permits. Based on those documents, it makes sense for the District to have those permits in its name. The District adopted a resolution authorizing the conveyance of those permits. The final step of actually going to the water management district and having the permits assigned to the District apparently hasn't been done.

Mr. Randolph asked to the County or the District?

Mr. Haber responded to the CDD. The CDD would become the permittee on the permit for the stormwater system.

Mr. Yuro stated keep in mind that there is an agreement between the Developer and the CDD where even though the CDD does not own the ponds we are responsible. We have already signed the agreement that makes us responsible for maintaining the stormwater system. I was under the impression that any of the monitoring requirements were signed off of already; however, I think it would be prudent for the board to get some assurance from St. Joe to say that all permit requirements have been taken care of. Just this week I went online and looked at the permits and there has been some correspondence in the last four months between St. Joe and the water management district requesting an extension on one of the permits. There were some other documents recently in March and I couldn't view those documents, so I don't know if that meant there were still requirements that were being satisfied or what exactly those were for.

Mr. Mangus stated that comes about when you make the transfer. It takes a letter from both the entity that owns the permit and the entity that is going to receive the permit. You make that transfer request to the water management district and they make sure that the project is in compliance and if its not they will not allow it to be transferred, so by way of that they have to be in compliance.

Mr. Yuro stated it could be in compliance but there still could be 10 years worth of monitoring. The only thing I would recommend to the board is to make sure those requirements are satisfied before you consider it. I was of the understanding that all of those have been satisfied but I would certainly think the board would want something in writing saying they were.

Ms. Griffey asked can we also get a statement that the roads too far when they were built? Do we need that also when we take over the street portion?

Mr. Yuro responded there were asbuilts that were signed and sealed and submitted to the county and the county has to basically sign off on those before they will release the lots in that phase for closing, so I think by virtue of the fact that all the houses were able to be moved in on the county was satisfied. I'm not sure there would be anything else necessary.

Mr. Hayes stated I have talked to a few homeowners and showed them the map and it makes total sense.

Mr. Yuro stated the board should also be aware that most of these that are under conservation easement it is very difficult to do anything with those properties other than to leave

them as they are. The likelihood that something else could happen is remote; however, it is possible under certain circumstances.

Ms. Griffey stated my only concern is that we are provided access easements to some of these.

Mr. Haber stated I think it would fair to say that to the extent you approve the acceptance of the property you wouldn't accept any property that you don't have access to. I would like to have the board give one of you authorization to oversee these issues and work with St. Joe to effectuate the transaction, so this doesn't need to come back to the board. If you are comfortable with that concept then I think it would be a motion to authorize the acceptance of the property identified on the yellow and white map provided by St. Joe and authorizing a board member to work with staff to make sure that the acceptance of the property will be appropriate and subject to at a minimum the issues raised at this meeting, which includes all the permit requirements are satisfied and that there are access easements to any of the property accepted and that all the property that is to be conveyed is appropriately owned by the CDD; such as a wetland or preservation and not a lift station site.

Mr. Randolph stated I will work with District staff.

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor Authorize Acceptance of Property Identified on the Yellow & White Map & Authorizing Ed Randolph to Work with District Staff to Effectuate the Transaction & Confirm that the Issues Identified at this Meeting, as well as any other issue Identified by District Staff are addressed prior to accepting such property was approved.

FIFTH ORDER OF BUSINESS

Update on Widening of CR 210

Mr. Yuro stated we have a representative from the County here. The County's engineer is moving forward with their design plans. Jack has raised some comments and concerns and between the last meeting and this meeting I know Jack has been in contact with the county's engineer to work through some of his concerns. I met with the county again to get an update. The county had a few requests of the board in order for them to stay on their timeline; number one, was the conveyance of land. Step number two was accepting the permits. I would assume that the St. Joe Company wants to transfer those permits. From the county's standpoint they are

going to need the permittee to be signing on the permit modification. As far as accepting or bringing up the issue with the permits again that is something they want the board to consider.

Mr. Haber stated I think what we can do, because the Board has already adopted a resolution, to the extent that either the water management district or the county has issues and want confirmation that this was an action taken and still acceptable to the District's current Board. If the board is comfortable it would be a motion ratifying the decision to accept the permits and if you want you could make that motion subject to all permit requirements being satisfied. That way I could get the minutes from Jim if either the water management district or the county have any concerns then I could say here is the resolution that was adopted and in addition to the resolution here is the motion they adopted as recently as March 24th where they authorized the transfer of the permits to the District. I assume that would satisfy both county and the water management district's needs.

Mr. Yuro stated I think it would. From the county's standpoint it would allow them to continue to move forward. The other thing in our meeting I did poll the supervisors about the options that were presented to us from the county. They are moving forward with the final shape of the pond, so it was some of the legalities of the ownership of the property and the permits but the county needed some help from the CDD to keep their project on timeline.

Mr. Thibault asked why do we have to drop the water level 1.2 feet?

Mr. Mangus responded obviously the drainage areas is increasing than before. It was either expand bigger this way or bigger this way, in other words, that drop in water level will prevent them from expanding it horizontally and outward a substantial amount.

Mr. Thibault stated but we are increasing it.

Mr. Mangus responded but you would increase it twofold beyond that if it wasn't for that water level dropping. In addition, when you run the hydrolytic through pipes the further away you get from that system the higher the water rises, so they had tail water problems on the very back side of their inlets out on CR 210 and not anywhere on your property.

Mr. Thibault asked so are all these requirements based on that 10 year storm idea that you had mentioned?

Mr. Mangus responded the drainage inlets that you see out there are usually based on a five year event but they are also required to meet a 25 year event, as far as pre-post and

treatment. The 25 year event is typically your critical storm. The 10 is really immaterial because the reviewing agencies do not require the 10 year storm.

Mr. Yuro asked so when they are expanding this road they are expanding out so the inlets that were at this elevation are now going to be down at this elevation as it goes down the slope of the road?

Mr. Mangus responded right and that will do nothing but certainly help any drainage that you guys have tied into it.

Mr. Thibault stated I would think increasing the size and making it deeper for more water, the water would make up the difference. But I am an accountant, not an engineer. If they are removing dirt to expand the size of the pond and making it deeper for more water you would think they would get more water and it would bring the levels back up to where they are currently at.

Mr. Mangus stated they are not actually digging it any deeper. The amount of depth that they would drop they would have to dig it deeper but what they are doing is regulating what is called the normal water level, where that pond normally operates. They are going to drop that level down, so basically they are picking up that much storage and that is a substantial amount for a pond that big because of the increase in drainage area that the volume has to be added somewhere and it is either outward, downward or a combination.

Mr. Thibault stated based on what you wrote I agree with you that it is going to change the aesthetic look of it.

Mr. Mangus stated and in a conversation with them I think they were sensitive to that and certainly wanted to make whatever corrections were needed as far as grass or sod along your entry feature. They seem to be willing to want to do whatever is necessary to return it to whatever aesthetic condition you guys want it.

Mr. Yuro stated keep in mind that when we first agreed to consider this we talked about having two agreements with the county. The first agreement was to allow staff, Jack, myself and whoever else the board needed to review this and to answer any questions. The second agreement was to address any of the concerns.

Mr. Haber stated we have this agreement where they are going to reimburse us for going through this very exercise and this is to assist us with finally negotiating the actual agreement, which will govern the District and the county's relationship as it relates to construction of the

pond, so we need to say because you are taking it down a half foot you need to grass the slopes and put on a façade to make our entrance continue to look nice then that can be detailed in the agreement.

Ms. Bock asked so we don't have to handle that now?

Mr. Haber responded I don't think that is something that we are looking to address today. It will be part of negotiating the agreement.

Mr. Randolph asked have they agreed to take on the responsibility of the maintenance of all the pumps now?

Mr. Yuro responded I think that would all be part of this next agreement. Some of those terms would be part of what the board needs to come back to the county with but at this point the county needs to be comfortable that the board was even going to use this site with the ownership and so forth. The steps are accept the ownership to take the property and maybe address the permit issue, as well and then finalize the plan and go to the next step of saying here is a final agreement before you start digging.

Ms. Bock asked how soon can we get the St. Joe transfer? Is there any type of speed that is important here that we get that part done and then move on?

Ms. Aldrich responded the pond site parcel is real important that the CDD gets control of that because the county can't really do anything dealing with the agreement that we have. The agreement is with the CDD but really the CDD doesn't have any control over that pond site.

Mr. Thibault asked how soon does the CDD need to have control of that pond site?

Ms. Aldrich responded as soon as possible, so we can start working with the water management district because it will take anywhere from a year and a half to two years to get the permits released with the conservation easement and then re-mitigate. It is time consuming.

Mr. Mangus asked would a letter of authorization allow the CDD to act as their agent to get a permit for that?

Mr. Haber responded it may. I don't know if the water management district would be willing to accept that. I don't know if St. Joe would be willing to accept that either.

Mr. Thibault asked since we passed the motion how quickly can we get this done?

Mr. Haber responded I think in large part it would be continuing to work through the issues of the permit conditions and the access to the slivers and title issues. Obviously we are

not going to accept the property if it doesn't have a clean title. The sooner we can work through those formalities of a typical property conveyance.

Mr. Thibault asked are we going to do a full search on all these parcels?

Mr. Haber responded generally when we accept property we have the entity that is going to convey us the property provide us with O&E report and an opinion of title from counsel that says these are the encumbrances on the property. We would then have to review that title report.

Mr. Thibault asked so that could take some time?

Mr. Haber responded yes. I think we could begin the process immediately though.

Ms. Martin stated I think there are some other things that need to be done. If we are talking about conveying one particular parcel that is needed right now then we can do that but if we need to convey everything at this point we are still in the process of surveying.

Mr. Haber stated some of these parcels are on the map but they weren't described sufficient to give Jack the comfort he needed to say yes.

Mr. Thibault stated I don't think we can because this parcel looks like it goes all the way down Leo McGuire, so we can't just focus on the pond. It is a very large parcel that that includes.

Ms. Aldrich stated but that is tract P.

Mr. Thibault stated but they can't just turn the pond over to us. They have to turn over this entire parcel.

Mr. Yuro stated but that entire parcel is platted as tract P.

Ms. Aldrich stated it is platted as tract P, so you would not need an actual survey for that.

Ms. Oklok stated I believe we have a good bit of these parcels that can be described pretty accurately.

Mr. Haber stated I think we can do it in multiple stages to the extent that St. Joe is willing to say yes we will expedite that parcel and then if there are other parcels we need a description described by a surveyor then those would have to come at a later time.

Ms. Oklok stated I think we can discuss that.

Mr. Haber stated I think you still need to pass a resolution regarding agreement to accept the permits subject to all permit requirements being satisfied by the previous permittee. Beyond that, I don't know that there is any other board action that is necessary.

On MOTION by Ms. Griffey seconded by Ms. Bock with all in favor the Decision to Accept Permits was ratified, subject to all permit requirements being satisfied.

SEVENTH ORDER OF BUSINESS**Update on FPL Additional Streetlights**

Mr. Yuro stated after many months of trying to work with FPL I did finally get a meeting with them and some projected costs associated with adding streetlights.

Mr. Thibault asked I thought they were adding these for free?

Mr. Yuro responded FPL will provide all the materials required and will install the streetlights and if we had a continuous loop that could be tied into with a handhold throughout the neighborhood then that's all it would take. Looking at the handout I numbered the streetlights one through eight. Number one could be put right where it is at. Number two and three could be installed right where they are at without much cost; however, two of our darkest areas, which are area number eight and area number six and each one of those the nearest point of electricity is about 300 feet away, so we would be responsible for hiring a contractor to install the conduit for that 300 feet. FPL will provide the conduit and they will provide the material but we would have to have a contractor actually install it.

Mr. Thibault asked are you talking about six or eight or both?

Mr. Yuro responded each one of them.

Mr. Thibault stated there is a box near six.

Mr. Yuro stated there is a switch cabinet adjacent to the pond but the way the lighting thing is designed they couldn't go out of that switch cabinet.

Mr. Hayes stated if I recall the switch cabinet goes down to the cul-de-sac at Red Hawk.

Mr. Yuro stated but again, if you were standing on the sidewalk looking at the lake the first lot to the right there is a street light there and that is where they would have to be coming from. The reason I came back to the board is because the pricing that I got from two different contractors to install the conduit is \$7,000 and \$9,000 that includes the areas where they would have to go underneath the driveway. The bulk of those costs are associated with the two long runs on conduit; one of them being 380 feet and the other one being about 300 feet. Number seven would also have a \$1,500 cost associated with it because it has to go under a driveway to get to the dark area. I have two bids. I requested a third bid but I haven't gotten it back yet. One of the bids is \$6,935 and the other one is \$9,430.

Mr. Randolph asked do we pay an electric bill each month for these particular lights?

Mr. Yuro responded it is a monthly per light. I think it is like \$12 per light pole.

Mr. Randolph asked do we pay for the decorative lights in the parking lot?

Mr. Yuro responded yes. We pay the electric bill on those. These are FPL lights, so if the bulb goes out FPL fixed them. If you didn't want to do them all then we could certainly do the ones that are a minimal expense but quite honestly the most complaints I get are on six, seven and eight.

Ms. Bock stated I think we ought to do the whole thing.

Mr. Hayes asked so is all this on our land?

Ms. Bock responded some of it belongs to St. Joe but they will let us put them in.

Mr. Yuro stated the poles get installed in FPL's easement. If the board chooses to do this I would want to reach out and let the residents know where these are going to be at and there is going to be some construction activity. They will tunnel under driveways. Number six is an open pond bank, so most of it is going to be in that common area pond bank. On number eight there are wetlands on either side. There will be a couple houses they will have to go underneath their driveways in order to get to these locations.

Mr. Randolph asked do you think that is the best solution?

Mr. Yuro responded yes. I think so that area back there gets pretty dark. I think the way the neighborhood was put in phases that one phase wasn't necessarily coordinated with the next phase, so if they stopped the streetlight 200 feet short at the end of the phase then when the next phase connected they started 300 feet away then you now have a 500 foot gap. I think that is what has happened in the neighborhood. Personally, as a resident I think some of these dark areas need some light.

Ms. Griffey asked what monies does this come out of?

Mr. Oliver responded we will take it out of capital reserve.

Ms. Bock asked do we need to instruct Mike to take the \$6,900 bid?

Mr. Yuro responded I can still try to get that third bid that I'm waiting and just go with the lowest of the three.

Mr. Thibault stated assuming they are a reputable company and they have the correct insurance and all that to be a third party for the CDD.

Mr. Yuro stated yes. The bid I'm waiting on actually did a lot of the original install.

On MOTION by Mr. Randolph seconded by Thibault with all in favor Authorize the Additional Conduit Work for FPL Streetlights at a not to exceed amount of \$6,900 was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Swim Club Pool Tile Proposals

- A. Arsenault Pools**
- B. Ricci-Stewart Construction, Inc.**

Mr. Yuro stated these proposals are included in your agenda package. I mentioned at the last meeting that the cold spell we had in January cracked about 400 pool tiles. Not that many of them have big chips out of them but a fair amount do. I had requested proposals from three contractors. Surfside Pools has not provided a proposal yet; however, they did call me yesterday and said they were trying to get a hold of a spec on a tile that would be resistant to a freeze. As you can, the proposals are fairly close. The cheapest being \$3,670 to do just the tiles that are damaged or to replace all the tiles it would be \$7,500. I will tell you that in my opinion we are not being forced to do this but certainly there is an aesthetic look out there. I think the board has the option to move forward or not. I would also say that doing it piece meal I think will look very piece meal for a number of reasons. The tiles are likely faded and also the way the tiles were put in and then the ledge of the pool was poured up to the tile, so there is going to be some soft cutting and grouting to fill it in and if you are only doing tile bit by bit then it is going to look like a patchwork job. Swim season is starting this weekend. You can still swim in the pool the way it is. The likelihood is that more of those tiles will chip during the swim season.

Mr. Randolph asked has it just been this year's freeze that did it?

Mr. Yuro responded this is the first time I have noticed it. If there were cracks in the tile before this year then it is nothing that I noticed or the pool company noticed.

Mr. Thibault asked will the pool have to be closed for the work to be completed?

Mr. Yuro responded yes.

Mr. Thibault asked how long would it take them to do all those tiles?

Mr. Yuro responded I think it is going to be a week to two weeks worth of work if I had to guess. If the board wanted to move ahead now and not wait until after the swim season then I think we could schedule it Monday thru Thursday for a couple weeks in a row and let the pool reopen on the weekend.

Ms. Griffey asked did the other company say they were going to be able to come up with a bid soon because I would be interested to see it in case next year is really cold again?

Mr. Yuro responded they said they hadn't forgotten about us.

Mr. Randolph asked what is their warranty on their work?

Mr. Yuro responded at this point I haven't spoken about any warranty. Have you all had a chance to look at it to see if it looks that bad that we need to do something now?

Mr. Thibault responded I think when you are looking for it, it looks bad but if you hadn't brought it to our attention we probably wouldn't have noticed.

Mr. Yuro stated the only potential concern with not doing it is the edge of the tile can feel pretty sharp. People sit on the edge and there is a chance that it could catch bathing suits or scratch kid's arms or legs.

Mr. Hayes stated from a timing perspective I don't think you want to close down the pool for two weeks in the middle of summer, so we need to do it now.

Ms. Bock stated we could do what we did with the other bid to authorize you to get the third bid and then put a not to exceed amount of \$7,560.

Mr. Thibault stated the problem with that is if it is a better tile then it probably should cost more.

Mr. Oliver asked do you want to go ahead with a not to exceed amount of \$10,000?

Ms. Griffey responded yes.

Mr. Thibault stated if this other company comes up with this miracle tile please confirm it with one of the other pool company's.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor Authorize the Property Manager to Move Forward with Pool Tile Repairs at a not to exceed amount of \$10,000 was approved.
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Mr. Yuro asked just to confirm if it is a better product it will be not to exceed \$10,000 or the lower of the two prices here to do the entire pool?

Ms. Bock responded right.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH 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 – Discussion of FY11 Budget Process

Mr. Oliver stated we will be starting the budget process for fiscal year 2011. I will bring a proposed budget to the May 26th meeting. It will be for your approval and then will start the 60 day clock before we have a public hearing, which will be on July 28th. You did receive an email from me yesterday letting you know that supervisor Hayes had inadvertently sent an email to the board. He did not intend to do that. I just want to use this as an opportunity to remind all supervisors that because of the Sunshine Law, we need to do everything we can to avoid communications with other supervisors outside of noticed meetings.

D. Art of Living Director

Ms. Mickelson stated we are working on Spring Break part two.

E. Property Manager

Mr. Yuro stated some of the areas on the decking didn't come as clean as I had hoped. We went back and did it three different times and tried different chemicals and we even had the rep come out and look at some of the areas that I was hoping we could get cleaner. I want the board to know that it wasn't just done once. Unfortunately, I think with the age of the facility some of that stuff just gets ground into the pores of the concrete. I was also asked by resident, David French, who is a frequent visitor of the fitness room and wanted to know what had to happen to try to come up with an expansion for the fitness room. I suggested to him to do some leg work and come back to the board with something that they can react to. He couldn't be here tonight but he asked me to at least let the board know that he is coordinating with a general contractor to look up to three different options of what might be able to be done in order to

provide a bigger fitness area. I think he is hopeful that at the next meeting he will have the information for the board.

Mr. Thibault asked is there a sort of spec for the fitness room, like per the square footage is per resident or per square footage per home?

Mr. Yuro responded for a fitness room I really don't know.

Ms. Bock stated I don't think it is that clear with fitness. If you see him again will you tell him to go through GMS and get on the agenda, so we know its coming?

Mr. Yuro responded yes. He did tell me that he is looking at three different options; one would be expanding it to the back and one would be doing something with this covered area here because dollarwise you already have the structure in place and then the third option would be looking at expanding this room out. I'm going to pass out a handout. At the last meeting I went over this and gave you a summary of the report from the Sheriff's Office on calls for service to our community. This is the printout that he had given me for the last meeting. When they printed it out they kept off the names, address, etc. This is just a summary of how many calls, so on the first page you see 911 hang ups, which is how many times someone from this neighborhood called 911 and hung up. Where it talks about assisting other agencies that could be them coming out if Fire Rescue has to come out and they came out with them.

Mr. Hayes asked if our security person calls them could that fall under that?

Mr. Yuro responded it would probably fall under assist with another agency. If our security called as a response about a burglary then they may have coded it under burglary call. The feedback I received from Deputy Bichler of the Sheriff's Department is that our neighborhood compared to other neighborhoods along CR 210 calls for service are going up in other neighborhoods and our calls for service are down 30%. The bottom line is other neighborhoods are increasing and ours is decreasing. They try to use some discretion with residents because the residents are requesting them to be here but at the same time we don't want them to harass the residents. They pull over an awful lot of vehicles even though they issued one ticket. They try to make sure they turn their lights on and people see their presence in the neighborhood.

Mr. Hayes stated they had one DUI here, so they are paying attention.

Mr. Yuro stated the car break-ins on page number two we had 15 of them and like 10 of them happened within a week and a half period and that was when a lot of different

neighborhoods were getting hit. The off duty sheriff deputy in our neighborhood actually caught the guys.

ELEVENTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS Audience Comments

Mr. George Seder stated I wasn't here when you all started talking about the sidewalk construction. My wife was trying to get you to consider a request that we had. My number one thing is I have lived in golf communities in Jacksonville for the last 15 years of my life. I finally found a place that Vickie and I and our family love living with the outside surrounding areas and the schooling. We have a few homes in here. Some of them worked out as investments and some haven't. First and foremost, I sure didn't comprehend coming home one day and seeing stakes in my yard and someone in my yard. For somebody to go out on my property and start staking it out and planning to do something in my yard without addressing me as a homeowner I don't understand it. Did I talk to anybody in this room on the phone?

Mr. Yuro responded yes. I was at your house that day and I spoke to your wife. I came to your house that day, which was a week in advance of construction starting to talk to you and your wife and let you know what was going on.

Mr. Seder asked did you speak to her?

Mr. Yuro responded absolutely.

Mr. Seder asked that you were all coming out to stake out our yard and do some work?

Mr. Yuro responded keep in mind the work never happened. The work was never staked out. The flags that you saw were utility related that are required prior to any type of digging or excavation. That is a preliminary step. The work wasn't scheduled until the following week, so I came to your house a week early to talk to you both. Your wife saw me and came outside to talk to me.

Mr. Seder stated I never got anything in writing. I never got anything by email. I never got any notice whatsoever that that was going to happen. All I know is my wife called me and said someone is staking out our yard and putting a sidewalk in. I need to know if there is an attorney present here because my attorney will be contacting you?

Mr. Haber responded yes, there is.

Mr. Seder stated I will need your information. I signed a contract with St. Joe. Has anybody seen it? I contracted with St. Joe, the Developer and that was one of their properties that they personally owned and used as a facility. The contract reads that the house is satisfactory the way it is and I specifically addressed St. Johns County and got approval that a sidewalk did not have to be put there. It has been there 12 years. I have lived there three years. I have turned it into a beautiful home and now all of a sudden someone is coming to tell me that it has to be put in. Number one, why? Who brought it to light? Who created this and why did it have to happen? Who am I talking to here?

Mr. Haber responded the five individuals you see in front of you are all board members. They are the board of the CDD and they are the decision makers. I'm District Counsel. Jim Oliver is the District Manager. Mike Yuro is the Facility Manager and Heather Mickelson is the Recreational Manager. Jack Mangus is the District Engineer.

Mr. Seder asked have all of you seen my house?

Ms. Bock responded yes.

Mr. Seder asked why does it have to happen?

Ms. Bock responded we feel after this has been brought to our attention by residents who live on your street or go past your house that they do not like the fact that if they are on the sidewalk coming from Leo McGuire they have to go into the road to get past your house and that called to our attention the fact that St. Joe never put a sidewalk in there. They didn't put one at the lot next to you or in front of your house, so there is a break in the sidewalk. Also, it stops at your property line on Brookhaven. You don't have any sidewalk and we feel like the residents for their safety deserve a sidewalk.

Mr. Seder asked so for 12 years they didn't deserve a sidewalk?

Ms. Bock responded it was not brought to our attention.

Ms. Griffey stated you do realize that the road right-of-way is not legally your property. It is owned by the CDD and that includes that section of your yard, so you legally do not own that area, so the CDD can put a sidewalk in. Just like if there is a county right-of-way and the county chose to come and put a sidewalk, the county could even though you assume it as part of your yard. It is still not.

Mr. Seder stated thank you for telling me that. When I first talked to Mike I believe he mentioned if it would be acceptable for it to go from the property that was not sold to my sidewalk. First let me say this, I live there. I see what goes on in my yard. Everybody walks through my circular drive and I have never said a word to a single soul about it. Number two, going to the cemetery is not exactly a walk that people take everyday, so we don't have people walking down that side of the road or going down that side of the house. Number three, why is not a liability that it is not on the other side of my house going to the next house and meeting that driveway?

Mr. Randolph responded because that is not as major of a thoroughfare as the one in front of your home and I think you can also gain access to the golf course that way, as well, so that is kind of a road that a lot of folks utilize to get to the golf course or the facilities.

Mr. Seder asked so if someone gets killed on that side of the road it is not a liability?

Mr. Thibault responded it is a liability but it is just less of a liability because there is less traffic on that road.

Mr. Hayes stated if you would like we could make a motion to put one on Brookhaven.

Mr. Seder stated no. I'm trying to make a point. I'm trying to understand why after 12 years of it being there and a Developer telling me its okay not to do it and then I get a final approval from the state and from the city and the county telling me it passed full inspection. If you have been by there like you say you have then it is going to destroy the curb appeal of my home. It is going to reduce the value of my home. It is going to run right into a stop sign on my home. It makes zero sense to my wife and I or anybody on the street. This is not an issue of me trying to play hardball or argue this case. I will have an attorney. I will contact you and I will pay whatever it takes to address. If I'm wrong and I lose, then that is the way it is supposed to be. So my contract with St. Joe is null and void? It doesn't matter what they said or what the county says?

Mr. Thibault responded it is just like what Brenda said. Technically, you don't own that piece of land that we are going to put the sidewalk on. It is part of the roadway. If they surveyed your land and you look at it, it is probably to the edge of where the right-of-way is.

Mr. Haber stated if I had to guess that is probably the case.

Mr. Thibault stated they can't give you a contract that doesn't include land they don't own.

Mr. Randolph stated we are not focusing on you. If you drive thru the neighborhood there are many other homes that have a sidewalk.

Mr. Seder stated I'm sure. I agree. I have done my homework. What bothers me is that all of a sudden out of nowhere I was not contacted and I don't see the main accomplishment by doing this besides creating a eye sore to me and I think if anyone drives by is going to say they turned a piece of junk into something that is beautiful. We have a circular drive that is not very common in this community and we have a side drive that is like a landing strip. We did everything we were supposed to do. We asked these questions before we got the final blessing from the county saying everything is to specs. We specifically asked about the sidewalk and was told it didn't have to be done. You have to understand that this is pretty frustrating as a resident to do everything the way you are supposed to do it and ask the way you are supposed to do it and follow the way you are supposed to do it and then be told after 12 years of being established and four years of living in it that it has to be changed. Mike and I discussed this on the phone and you asked me if it would be acceptable to go from the vacant lot to my driveway and then if I ever sold the house I agree to build a sidewalk at my expense.

Mr. Thibault stated we discussed using the driveway as the right-of-way at the beginning of the meeting and Jack, our engineer, said based on the slope of it we don't think it will meet the criteria to be a usable sidewalk. It is a safety issue.

Mr. Seder asked is that just an opinion?

Mr. Mangus responded no that is based ADA rules. There are certain slopes you have to meet on a sidewalk or a public thoroughfare that would allow someone that would be in a wheelchair to use it. It is a one to 12 longitude slope. If it doesn't meet those requirements then it can't be used as a public thoroughfare or sidewalk.

Mr. Seder asked is this scheduled?

Mr. Oliver responded it is approved. It is not scheduled.

Mr. Seder asked will I be notified when you have it scheduled?

Mr. Oliver responded sure.

Mr. Seder asked is the stop sign going to stay where it is at or is going to have to go all the way up in my driveway just to get around that stop sign?

Mr. Yuro responded it will have to get laid out per the original design that is on the plan. If the existing stop sign is in the middle of the sidewalk then we will have to move the stop sign.

Mr. Seder asked if this happens is it going to be as close to the street as possible and inline and going around a nice neat curb? Am I going to have any say so in the way this is designed?

Mr. Yuro responded the sidewalk throughout the whole neighborhood has been designed, so it is back to sidewalk at the right-of-way line, which would be a consistent offset off of the roadway and then it would follow your lot line around that curb until it ties in appropriately.

Mr. Seder asked and for consistency and the beauty of our home and obviously with liability being such an issue if we opt or decide we want it down the entire other side to match the rest of the corner is that going to be done?

Mr. Thibault responded we can.

Mr. Haber stated that would be a board decision. It would be a separate decision the board would have to consider.

Mr. Seder asked if it takes place wouldn't it be pretty obvious that in fact that I have to accept this that it goes around the entire corner because there is sidewalk throughout the whole corner of the property?

Mr. Randolph responded I completely agree with you. I would think it would aesthetically look better.

Mr. Seder stated obviously I want it to look as finished and right as it should be now that you are going to attempt to cross thru my circular drive. There is not much sod there. It is going to look pretty stupid. I know that doesn't matter to you all because you are doing it form one reason and one reason only. If it has to be done and is going to be done then I'll accept it. I apologize for not being at the last meeting.

A resident stated I was actually here when you decided to do the sidewalk. You asked why it is being here after all these years but they just sold the last lots and then they said do we need to finish out the sidewalks. I think that is the last three or four parts that have not been completed and needed to be done. I think the thought process was to complete it as things were sold.

Mr. Seder stated I agree with everything you all are saying but also understand that I did everything I was supposed to do from a legal standpoint and they told me it did not have to be done and we have that in the contract.

Ms. Griffey asked you understand it is CDD property?

Mr. Seder responded I understand that. I'm not arguing with you about it. Have I argued with you about that?

Ms. Griffey responded no. I'm just clarifying that that is not part of your lot.

Mr. Seder stated I can accept that if that is the case. We have tried to do it the way it was supposed to be done and that is what we were told. I would like to know the appointment and I would like to have contact information, so I can at least have piece of mind that I have done everything in my power to protect what me and my wife feel is the beauty and value of our home.

THIRTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet as of January 31, 2010 and Statement of Revenues & Expenditures for the Period Ending January 31, 2010

Mr. Oliver stated included in your agenda package is a balance sheet and income statement as of January 31, 2010.

B. Check Run Summary

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

On MOTION by Ms. Bock seconded by Mr. Thibault 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 package are the assessment receipt schedules. You are at about 92% collected.

FOURTEENTH ORDER OF BUSINESS Next Meeting Scheduled – May 26, 2010 at 6:00 p.m.

Mr. Oliver stated the next scheduled meeting is on May 26, 2010 at 6:00 p.m.

FIFTEENTH ORDER OF BUSINESS Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman