

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 on Wednesday, January 25, 2012 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
Mike Veazey	Supervisor
Ed Randolph	Supervisor

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Mike Yuro	District Engineer
Erin Mixson	Art of Living Director
Mike Lucas	Basham and Lucas Design Group
Jason Holder	Michael G. Holder, Inc.
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the November 16, 2011 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the November 16, 2011 meeting. Are there any additions, corrections or deletions?

Mr. Veazey responded on the first page where it says “stuff out” should be “stub out.”

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the Minutes of the November 16, 2011 Meeting were approved as amended.
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**THIRD ORDER OF BUSINESS****Discussion of Matters Relating to  
Construction of Fitness Center Expansion****A. Construction Update**

Mr. Lucas stated you can now see the shell of the fitness center expansion. It is going to be done in a couple of weeks. The next thing that is coming up is they are going to make some selections on the exterior and they are going to start getting shingles on. I believe everyone has a schedule. It is on schedule right now. There is one thing that did come up this week that had to do with windows on one of the sides. Originally we did have some windows up high. We took windows out of the end because that is where the digital clock should go up. I am passing out proposals now for adding some windows on that end. One proposal will be just for the two windows. It was brought up that, the office may become a full time office and you might want to provide a window in that office.

Mr. Yuro stated I emailed you all a list of potential items today. If you have any desire to add the windows, then now is the time to do it. On the handout I gave you, you have the exhibit from Mike Lucas that shows what that side of the building would look like and we also have the pricing for the windows. The pricing is broken out. One price is for the double windows over the cardio equipment and one for the possible window in the office.

Mr. Randolph stated I know from experience with exercising on a treadmill for quite a long period of time that having a window is important.

Mr. Yuro stated I have had several comments from residents that they would like to see a window.

Mr. Thibault stated I agree; however, my problem is with the cost. I don't understand why it is going to cost \$5,000 for three windows. I know someone that just updated their entire house windows and it was \$90 a window. Granted it was a single pane and they opened. These don't even open.

Mr. Lucas stated I don't know what you are comparing to but these are Pella insulated windows and they are more expensive because they are high quality.

Mr. Holder stated keep in mind you are not just paying for the window. They have to go in and add headers across those windows. They have to tear out the framing. You have to add stucco banding all the way around because it wasn't in the original price.

Mr. Thibault asked how much of the cost is because now we have to retrofit?

Mr. Holder responded \$300 a piece for the double windows and \$150 for the single windows.

Mr. Veazey asked and that is for the reframing?

Mr. Holder responded yes.

Mr. Hayes stated we have televisions on all of the treadmills. I think we have plenty of windows. I see no reason for windows. I think it is better that we don't have windows. It keeps the heat out and it is easier to cool. Even the best windows are going to allow some heat in.

Mr. Thibault stated that is a valid point that we have televisions on every unit.

Mr. Lucas stated the reason we have the Pella windows in the front is because it was a concern from the beginning about the sun coming in.

Mr. Randolph asked so looking at the opposite side of the room, where the treadmills are, are those windows there?

Mr. Holder responded those are two double doors with windows above them.

Ms. Bock stated I think we ought to have windows.

Mr. Veazey stated if you don't have the windows then I think we should have some high landscaping down on this end because that is a big blank end. The windows would be nice.

Mr. Yuro stated we have 25 outlets for the cardio equipment. It wasn't in the contract to run the cable. I called the cable company and they don't run the cable. They are going to pick it up at a specific box, so Jason provided us with a price. They are going to be running power but the cable was not included. They provided a price to run the cable during construction, so the price includes the cable and running it to the 25 different outlets. Then you are going to bring them back a single junction box and then tie in to Litestream. I called the cable company and they won't do any wiring inside. They will only come to the junction box, so someone has to run the cable, so that is what that cost is for.

Mr. Thibault asked at the end of the day is this building going to be part of this building?

Mr. Holder responded yes.

Mr. Thibault asked this building currently has cable, right?

Mr. Yuro responded yes.

Mr. Thibault asked so if we use this cable and splice this cable off to the 25 outlets, we are not doing anything illegal, right?

Mr. Holder responded I don't know how it works with the service but my thing would be that you would run it to a central hub and then one cable would come into that hub.

Mr. Thibault stated because I don't want the cable company charging us for 25 outlets. What does this \$2,800 cover?

Mr. Holder responded that is to run the cable to every outlet in the building and terminate it in one spot.

Mr. Thibault asked why was this not contemplated in the original plans? We knew there was going to be televisions on all of those cardio machines?

Mr. Veazey responded most of the low voltage is actually done outside of the contract.

Mr. Yuro stated with the access cards and the cameras we already had some things in place and we were working on some contracts. The cable is one of the ones that as they were putting the foundation in, we caught it.

Mr. Thibault asked so the cable is already in?

Mr. Yuro responded no.

Mr. Thibault asked how is the foundation down and the cable isn't in?

Mr. Holder responded the conduits are in.

Mr. Yuro stated the next item is the new cameras. When we updated the camera system for the current facility, we have 16 available slots. We have 10 currently utilized. They gave us a proposal at that time for the fitness room but we didn't exercise that option because when we executed the contract with the vendor at the time, the fitness wasn't finalized. Now it is finalized it would be appropriate to go back and approve that option from the contract to add cameras. There are six available slots and six cameras. I met out here with the vendors. Six cameras would give us good coverage. There would be three on the inside to cover that L shaped building. There would be one for the outside entrance and then one for the backside of the new building. There is one extra slot covering the patio area.

Mr. Thibault asked are you facing anything at the soccer field?

Mr. Yuro responded currently, we are not but the one camera we can. The one camera can be turned to either run the sidewalk or out to the field.

Mr. Thibault asked could we put it at the north corner instead?

Mr. Yuro responded yes. Maybe that would even be a better option because it would give us more coverage.

Mr. Thibault stated and it would have a camera on this proposed golf cart parking lot.

Mr. Yuro stated the next item is the stub out for the plumbing to the existing fitness room. This is something that has been kicked around since this project has started. A final decision has never been made on what the future use of this room is. If the Board desires to split uses and turn the other room into the party/meeting room and keep the two entities separate, it might be desirable to have a small kitchen in that room. They are going to be tearing up the women's restrooms in the very near future anyways. For a minimal cost while they are tearing up the plumbing, they can stub out plumbing, so that if the Board does decide on that future use of the room we are set up for it.

Mr. Thibault stated I say do it. You might as well stub it out. The next two items are expensive but in my mind, they are probably the most necessary. These doors right now are not secure. The doors are warped. The hardware is broken off. They need to be replaced. We asked him to give us a price to match those same doors. I will let Jason discuss the price.

Mr. Holder stated you are paying for Pella. I don't know what is here and I don't know if it is Pella or not but to match what we are putting in is a Pella product. There is a lot of labor to get that out, so you don't tear up too much on the inside. There is a price to re-stucco. The unit from Pella is a one unit piece. It is not separate pieces. There is a little bit of a contingency in the price for framing because there is an inch and a half of unknown in the size of their door compared to what is here.

Ms. Bock asked what is the material?

Mr. Holder responded the doors will be fiberglass versus wood.

Ms. Bock asked will they look like wood?

Mr. Holder responded yes.

Mr. Lucas stated they are better maintenance wise.

Mr. Yuro stated any improvements to this room can be done independent. The reason I put the doors up on needing a decision now is if we want to utilize the contractor while he is here. There is a fairly long lead time for the doors.

Ms. Bock asked is this last door that beautiful door there?

Mr. Yuro responded yes. The last door is this door. That door does lock, so that is less of a critical issue than these doors. The double doors are much more of a concern from a security standpoint.

Mr. Veazey stated when we met up here we talked about two options. One was replacing that whole unit and the other was just replacing the doors, correct?

Mr. Yuro responded yes.

Mr. Veazey asked did we ask to get prices on both or no?

Mr. Holder responded I thought we decided to go worst case scenario.

Mr. Veazey stated I think we should look at just replacing these doors and not the whole frame. If we told you to do this in a month, does that change this price?

Mr. Holder responded no.

Mr. Randolph stated these are covered too. I know Pella is a better window and stands up better to the elements. This is in the shade.

Mr. Veazey stated it is to try and get all of the new doors the same.

Mr. Holder asked do you find the problem being with the door or the hardware?

Mr. Yuro responded it is the hardware but there are issues with both.

Mr. Veazey stated these doors are \$15,690 for those two units. It is another \$2,744 for that door back there. My opinion is we should hold on this part and see if we can just get the doors.

Mr. Hayes stated I would take the windows out and go with the whole frame, like he has proposed here. I think it is going to be longer lasting. The whole room needs a renovation anyways.

Mr. Thibault asked but you said that the Pella option is the full unit?

Mr. Holder responded not the upper. Just the lower unit.

Mr. Thibault asked so we couldn't just replace the doors?

Mr. Holder responded you could buy just the doors.

Mr. Thibault asked Pella?

Mr. Holder responded yes. I don't know why you couldn't. They don't do a whole lot of custom. Is any of the hardware good?

Mr. Yuro responded I am not aware of any major issues with the handles and the closers.

Mr. Holder stated because I put in an extra \$450 for hardware allowance.

Mr. Thibault asked does our slab have a down rod spot?

Mr. Yuro responded it does but it doesn't line up.

Ms. Bock asked if we decide to let them go back and bring us pricing on the doors, should we continue this meeting?

Mr. Oliver responded you have the option to continue the meeting or you can authorize one of the Board members to work directly with the contractor.

Mr. Veazey stated I think we should continue this meeting no matter what just in case something comes up in the next 30 days.

Mr. Oliver asked I take it that the camera installation for six additional cameras for \$2,250 would not be handled by the contractor?

Mr. Yuro responded that is correct.

On MOTION by Mr. Thibault seconded by Mr. Hayes with all in favor to purchase six additional security cameras at an amount not to exceed \$2,250 was approved.

Mr. Oliver stated next would also be to approve a change order for the following items: cable wiring for 25 outlets at a not to exceed amount of \$2,883, stub out plumbing in the existing fitness room for \$300, additional window in the fitness office for \$679 and additional windows along the north wall for \$4,482.

Mr. Hayes stated I would like to leave out the windows for 30 days and get back on the doors. I think the doors are more important than the windows are.

Mr. Holder stated the decision on the windows needs to be made now.

Mr. Hayes stated I don't support the windows at all.

Mr. Oliver stated you consider it as one change order, or consider the windows separately.

On MOTION by Mr. Randolph seconded by Ms. Bock with Mr. Thibault & Mr. Veazey voting aye & Mr. Hayes voting nay for Change Order Including Cable Wiring for 25 Outlets at a not to exceed amount of \$2,883, Stub Out Plumbing in Existing Fitness Room for \$300, Additional Window in the Fitness Office for \$679 & Additional Windows Along the North Wall for \$4,482 was approved.

Mr. Lucas stated I was just talking to Jason and he can evaluate the possibility of seeing if they can fix the hardware on the doors, so he can provide you a price for just the doors.

Mr. Veazey asked we are not getting any card readers on this door, right?

Mr. Yuro responded no.

Mr. Veazey asked and if this room changes to just fitness then do we even need them?

Mr. Lucas responded so the next time he will provide a price to replace the doors only and then try to repair the doors that are here.

Mr. Holder stated if that is even an option.

Mr. Thibault stated okay.

Mr. Oliver stated these improvements that we are considering for this room, as well as the current fitness room, are not part of the expansion project. The only reason we are bringing them up tonight is to take advantage of the fact that you have a contract with the contractor here and we want to take advantage of that. These improvements, if approved, will be accounted for separately and not part of this capital project. Many of these things are already contemplated in the capital reserve study. I don't want someone to say you said this is what the project was going to cost and now look at what the price is. There are going to be some change orders in any project.

#### **B. Update Regarding Purchase of Fitness Equipment**

Mr. Haber stated I prepared an agreement and provided it to Sears for the purchase order. It is very similar to the type of agreements that you see me prepare, where I include a number of terms to protect the District. Sears signed it and then attached a rider for their appliances, which deleted almost everything I had in my agreement. I have gone back and forth with them extensively. I think I have reached a point where we have the important points I was looking for. They are going to indemnify us. At first they wanted to limit any liability whatsoever. Right now, I have that they are going to indemnify us, so if someone gets injured on the equipment and they sue the District and it is Sears fault, Sears will indemnify us from those types of things. The equipment is going to come from a separate company. Sears doesn't manufacture the equipment. They sell the equipment on behalf of that company. They are going to assign all warranties and all rights that Sears has against that company to the District. I specifically required that they would install the equipment, in accordance with the manufacturers directions, as well as law.

They said they are now willing to do that. They are also taking responsibility for the design and the layout. The Board has already approved the purchase. This is more of an update. I had a conference call with about four or five Sears representatives. Each time I speak to them I remind them that your proposal said white glove delivery and is this consistent with white glove delivery. They agree it is not. I think we have made strong progress on where we needed to be with the purchase order.

Mr. Thibault stated when we asked them about installation and bolting the machines down and they said they would do it if the manufacturer required it. I know we had that discussion and they said they would install it.

Mr. Haber stated now they said they will. They are not going to bolt it down if the manufacturer doesn't say it needs to be bolted down. What they are agreeing to is included in their contract. The reason why it is not signed yet is because I am dealing with Sears. The people that were here were here to sell you the products. They have their lawyers, so it hasn't been a quick process.

Mr. Yuro asked do you anticipate any delays in the delivery?

Mr. Haber responded no.

Mr. Randolph asked so if Sears goes bankrupt, this is a separate entity with a warranty?

Mr. Haber responded we will have an assignment of the warranty on the equipment. They are also warranting the installation. It would be the same as any other company that would go bankrupt. There was an announcement that Sears was closing a number of their stores but I don't know that they are going bankrupt. If they were to go bankrupt, there is potential risk there to the District.

Mr. Veazey asked did we have to put a deposit down on this equipment?

Mr. Haber responded no.

Mr. Oliver stated typically we have to put a deposit down.

### **C. Cost to Complete Schedule**

Mr. Oliver stated the cost to complete schedule is included in your agenda package. It tells you what the requested payment is and then on the back page you can see the cost to complete schedule.

### **D. Approval of Pay Requests**

Mr. Oliver stated included in your agenda package is pay application #1 for \$38,002.50 for construction services.

On MOTION by Mr. Veazey seconded by Mr. Randolph with all in favor the Pay Application #1 was approved.

Mr. Yuro stated I guess we are continuing this meeting for a month. My concern is if the meeting doesn't happen next month, I would like someone on the Board to be authorized to sign off on the final pay application. Each month Michael Holder is submitting a pay application. Mike Lucas and myself will meet out here and review it and we will sign off on it but I think the Board needs to have the final sign off after it has gone through us. If the meeting is continued but for some reason is not held then I think the contractor waiting two months is a pretty big burden.

Mr. Oliver stated I think you could authorize someone to do it. I suggest Mike Veazey as the best candidate for this role, but we probably want to rarely cancel continued meetings.

On MOTION by Mr. Randolph seconded by Ms. Bock with all in favor to authorize Mike Veazey to approve pay applications that have already been reviewed & approved by the District Engineer & District Architect was approved.

Mr. Oliver stated included in your agenda package behind tab eleven is a letter that was received from David Binghi regarding improvements to the pool area. He sent the letter on behalf of the Stingrays Board and residents. I thought it might be a good idea to move him up to speak now because I didn't know how long the meeting will last.

Mr. David Binghi stated one thing that hasn't been dealt with or recognized is the pool facility, which is about 10 years old right now. I don't believe there has been any improvements or enhancements to the pool facility. On behalf of the swim team and residents, we are asking for some funding to make some improvements and enhancements to the pool. We did put together a list of some ideas and some improvements that we are looking for. We wanted to see if this was feasible.

Ms. Bock stated we certainly appreciate your interest on this topic and we appreciate you taking the time to write the letter. The timing isn't as good as the letter was. We have the

pocketbook open and you can see that tonight we had to come back to the pocketbook because some things have come up. We have one project on our minds right now and that is this fitness center and it is impacting some other things in the area. I think we need to let that get finished. Then we would be happy to look at your suggestions.

Mr. David Binghi asked I am assuming the money was known upfront about how much it was going to cost for the fitness center?

Ms. Bock responded yes.

Mr. David Binghi asked are you over budget on it or under budget on it?

Ms. Bock responded no but things always come up and we need to be able to concentrate on this project because that is what we are undertaking right now. It would be reckless of us to start something else. I have asked a couple people about the feasibility of heating the pool and it would be a major undertaking.

Mr. James Zawacki stated I am the Treasurer of the club. I totally agree with what you are saying but during the time of this building project there are other projects going on, so it wouldn't be any different than the tennis court that was just done. We just did the soccer field and basketball court. We are coming into the swim months, so to delay this could also extend this to next year before any improvements are made and from our standpoint, we would like to take advantage of improvements for our community for the coming swim year.

Mr. Hayes asked isn't this pool supposed to get resurfaced next year?

Mr. Yuro responded it probably has a couple more years on it.

Mr. Veazey asked is the high school team from Bartram Trail coming this year?

Ms. Mixson responded we don't know. He said to me that they may be moving next year.

Mr. Oliver stated they hope to be at RiverTown.

A resident asked was there a contract with Bartram Trails swimming?

Mr. Oliver responded yes.

A resident asked does it expire this year?

Mr. Oliver responded no. It is a five year agreement.

Mr. Haber stated there is a contract with the St. Johns County School Board, not the particular high school. I don't think it is expired yet.

Mr. Veazey stated the problem is I don't think there is any dollars involved, so I don't think there is any repercussions if they say see you. I agree that the flags look terrible right now but if they are coming back here then let's let them buy them and the lane lines. They have paid nothing for this pool.

A resident stated they have purchased two lane lines.

Mr. David Binghi stated two years ago they bought two lane lines to help us out and this year they also bought us another lane line. With the situation we are in right now, is the lane lines will not make it through another year. They are cracked and dry rotted.

Mr. Thibault asked how much is a lane line?

Mr. David Binghi responded probably \$500 a lane line.

Mr. Veazey stated there are a couple of the smaller items in this request that we should look at.

Mr. Hayes stated the new lane lines to me is under the same category as resurfacing the tennis courts, the basketball courts, etc.

Mr. Thibault stated I agree.

A resident stated I was under the understanding that lifeguards were able to put lane lines in for residents, who would like to lap swim.

Mr. Thibault asked how many lanes do we have?

Mr. David Binghi responded we have six lanes and eight lane lines. The team has been trying to give back to us for letting them use the pool but only have so much of a budget.

Mr. Hayes stated we are increasing the surface area out here.

Mr. David Binghi asked is it going to be covered?

Mr. Hayes responded no. I have been talking about a concession stand for two years. I think we have a legal problem with the lighting, right?

Mr. Haber responded my understanding is you need the lighting in order for night swimming.

Mr. Yuro stated there is a certain requirement for the amount of light that you have.

Mr. David Binghi stated we can improve the lighting around the pool by being able to put spotlights up.

Mr. Hayes stated in regards to wi-fi capability, we have internet out here.

Ms. Mixson stated I think we would just need to buy a new router.

Mr. David Binghi stated my understanding is the router we have here is password protected, so the residents can't get on to use it. If I was to buy a router, can we come over here and set it up for when we have our swim meets?

Mr. Hayes responded that whole area should have wi-fi. Can we look into that?

Mr. David Binghi responded it would cost \$100 for a router.

Mr. Randolph stated I think there may be things to look at from a legal standpoint with what sites people get on.

Mr. Haber stated I think there may be limits in that we are a unit of government on restricting websites.

Mr. Thibault asked we can't restrict?

Mr. Haber responded you can restrict things like pornography but you are going to have to be careful you are restricting it across the board. You can't restrict a website that would otherwise be acceptable, except that this government doesn't like it. There are sort of freedom of speech issues that I think we would need to be careful with.

Mr. Hayes stated I think it is something we need to look into.

Mr. Oliver asked when does the swim season start?

Mr. David Binghi responded we start practicing in May.

Mr. Oliver asked when is your first meet?

Mr. David Binghi responded it is usually around the end of May.

Mr. Oliver stated I think this Board would probably consider each of these items individually. Some maybe able to be fixed short term but some might be a project down the road. What time of lead time would you need for ordering things like lane lines and flags?

Mr. David Binghi responded they say a minimum of 30 days up to 45 days.

Mr. Oliver stated I would propose the Board consider staff working with David to come up with more information on this with pricing and proposals. We will get it to the Board and then the Board can decide what they can do now and what may need to be pushed off.

Mr. Hayes asked what did you mean by updated electrical capacity?

Mr. David Binghi responded the outlet on the backside of the pool, where the pool equipment is, has a faulty outlet on it. It is shorting out with water and it needs to be addressed.

Mr. Thibault stated that would get addressed immediately.

**FOURTH ORDER OF BUSINESS**

**Consideration of Board of Supervisors Code of Conduct**

Mr. Oliver stated this is something we have been discussing for the last three meetings. I believe you saw the final draft at the last meeting. Included in your agenda package is the final copy of the code of conduct.

Ms. Bock asked should we sign this and give it to you?

Mr. Oliver responded on the last page is the signature page. If you could take it out and sign it then I will put it in the record of proceedings.

On MOTION by Ms. Bock seconded by Mr. Thibault with all in favor the Code of Conduct was approved.
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**FIFTH ORDER OF BUSINESS**

**Update Regarding Projects Related to ADA Compliance Requirements**

Mr. Yuro stated we have about four or five items that need to be brought into compliance. The playground is totally complete now. The handicap lift for the main pool has been delivered. It will get set up prior to the March 15<sup>th</sup> date. The double handrails for the extra stairs is scheduled to be installed next week. That is going to require draining the pool and probably a day or two to put it in.

Mr. Thibault asked completely drain it?

Mr. Yuro responded most of the way but not all the way to the bottom.

A resident asked since you are going to be draining the pool, can you also do the resurfacing?

Mr. Yuro responded the pool resurfacing is a major project. I think the capital reserve study has \$90,000 for resurfacing the pool. I talked to the pool vendor about some metallic staining on the pool. They have tried some treatment on it through water treatment and there has been limited success. The next step would be an acid wash, which would require the pool to be drained. The problem with that is it will strip the bottom of the pool. These pools have a lifetime of plus or minus 12 years. We probably have two to four years left until we have to resurface that pool. I think it makes sense to hold off on the acid wash. We have some sidewalks to get installed by the volleyball courts and by the basketball courts. I have gotten some pricing on that. From an ADA standpoint, we are virtually compliant. Wes has distributed some information on the baby pool.

Mr. Haber stated as you recall in Mike’s report it says what needs to be done to bring the kiddie pool compliant with the ADA standards. We have done some additional research and looked at the standards and also looked at the commentary on the standards. We believe that the law as we see it today and because these are new standards it is possible that a case comes out or new commentary comes out, which changes our interpretation but as we see the law today we think a finding that installing the sloped entry in the kiddie pool is technically infeasible. If it is technically infeasible then it is not something the Board needs to do. The commentary to the standard suggests that the kiddie pools may not be the type of improvement that need to have sloped entries added. You would not be changing an existing improvement. You would be building a new one and that is why you get to the technical infeasibility standard. The step that you would need to take is a motion finding that installing the ramp as set forth in Mike’s report is technically infeasible and as a result we are not going to move forward with that at this time.

On MOTION by Mr. Randolph seconded by Mr. Veazey with all in favor of a finding that installing a sloped entry for the kiddie pool is technically infeasible was made and approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2012-01, 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 you adopted a similar resolution two years ago as we geared up for the general elections. You are going through the same general election cycle in 2012. As you can see in the resolution there will be two seats up for election in November of 2012 and those are seat numbers two held by Mr. Hayes and seat number four held by Ms. Bock. This resolution was requested by the supervisor of election and will allow them to go forward with the general election.

On MOTION by Mr. Hayes seconded by Ms. Bock with all in favor Resolution 2012-01 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.

**SEVENTH ORDER OF BUSINESS****Consideration of Proposals****A. Access Card Readers**

Mr. Yuro stated I have an updated spreadsheet that shows some reference to previous experience that each vendor has provided. The prices haven't changed but they finally came through with some additional information. These proposals are for new access card readers for the new fitness facility. We have asked them for prices on card readers on the front door and the new bathroom facility. It was important to have them look at our existing system and tie into the existing system. The cards that we currently use are expensive, so it is important that they can tie into our existing system.

Ms. Mixson stated they are \$4 a piece.

Mr. Yuro stated the second option I asked them to give us was for the restrooms. There is no card reader on the restrooms. At one time they had magnetic locks that were timer set from 10:00 p.m. until 5:00 a.m. The problem with that is you can't clean the restrooms at night because there is no way to open them. One of the doors was disabled several years ago. The other one I ended up taking the magnetic thing down because it wasn't working properly. I asked them to give us an alternate price for adding card readers to the restrooms, so they could be locked during off hours. In the past there has been some issues in the restrooms after hours. The idea there being the only ones that would get a card is the cleaning crew, so they can get in at night to clean. You can certainly keep it like we have it today but those are the two prices.

Mr. Thibault asked so we can turn the locks off during the day?

Mr. Yuro responded yes.

Mr. Thibault stated my concern is during the summer and during swim time that a lot of people don't bring their cards.

Mr. Yuro stated they would not need a card to get to the restroom but when the timer is set at night, the card let's you get in after the timer is set.

Mr. Thibault stated I like that.

Mr. Yuro stated our current company is Sunbelt. Certified Security currently provide the monitoring for the security system here. I met with all of the folks. I was personally most impressed with Atlantic Companies and they were actually the low bidders. They all appeared to do their homework.

Mr. Hayes asked for \$7,000 and \$8,000 for two doors, what does it entail for doing this?

Mr. Yuro responded it is the magnetic locks themselves and then they have to run the wiring from our current controller here to the new doors.

Mr. Thibault asked does our current system track ins and outs?

Ms Mixson responded it is supposed to but I don't know how to do it.

Mr. Hayes asked how old is the old system? Is this something that five or 10 years from now we may have to go in and replace?

Mr. Yuro responded the vendors implied to Erin and I that they believe there are software updates that would be available. It was about \$20,000 just in cards alone for this system.

On MOTION by Mr. Randolph seconded by Mr. Thibault with all in favor the Proposal from Atlantic Companies to Install Access Card Readers on 2 Doors of New Fitness Center & Restrooms was approved.

**B. Elite Amenities – Lifeguard and Pool Monitoring**

Mr. Yuro stated I have a proposal from Elite Amenities for lifeguards and pool monitoring services. They are keeping the rates the same as last year.

Mr. Hayes stated I know there were some concerns about staying later or that we can't keep them later.

Mr. Yuro stated I do recall that towards the end of the summer there was some discussion about modifying the hours. The hours in this proposal are the same hours we did last year, which is 11:00 a.m. until 7:00 p.m. If the Board wants to extend those hours later then I can go back to them.

A resident stated we had also discussed having them here earlier because when swim practice is over at 10:00 a.m. then there is whole hour that the kids just sit and wait for the slide to come on. We had also discussed having the lifeguards here later on Friday and Saturday nights.

Mr. Hayes stated I like the idea of having them here at 10:00 a.m.

A resident stated we should get the lifeguards here at 7:30 a.m. or 8:00 a.m.

Mr. David Binghi stated we have been paying the lifeguards ourselves during swim meets.

Mr. Thibault asked why are you bringing in lifeguards during the swim meet?

Mr. David Binghi responded because we have to. It is the law.

A resident asked has there even been a lifeguard class offered and then hire resident teenagers to be lifeguards?

Mr. Thibault responded there is a lot of costs involved with hiring.

Ms. Angie Palmieri stated we are happy to hire anyone that lives in the neighborhood. We offer free lifeguard certifications. With the hours you guys are talking about, we are very flexible. I worked with you guys last year for the swim team. As long as we have a weeks notice, we can keep the lifeguards here later on the weekends.

Mr. Thibault stated I don't have a problem with hiring the lifeguards for the swim meets in the morning. These are all residents. I don't have a problem with extending the hours on Saturday to cover the swim meets or practice.

Mr. Hayes stated there are a lot of Friday and Saturday nights that there aren't that many people up here.

A resident stated because they know that the lifeguards leave at 7:00 p.m.

Mr. Yuro asked would the Board like me to work with Angie?

Mr. Thibault responded yes.

Mr. Yuro stated so it sounds like you want the lifeguards to start at 10:00 a.m., instead of 11:00 a.m., as well as come in at 8:00 a.m. for the six swim meets. They will stay until 7:00 p.m. during the week and then on Friday and Saturday nights they will stay until 8:00 p.m.

Mr. Hayes stated let's make it clear that the lifeguards are here until 8:00 p.m. At 7:45 p.m. they better not have their jackets on at the gate.

Mr. Veazey asked how much more is this going to increase our budget?

Mr. Yuro responded it is at least six hours in the mornings.

Mr. Veazey asked do you practice every weekday morning in the summer?

A resident responded no, just Tuesday through Friday.

Mr. Yuro stated so if we just change the start time to 10:00 a.m. Tuesday through Sunday that is six hours a week extra and then you have the one hour on Friday's and Saturday's, so eight hours a week.

Ms. Angie Palmieri stated I really don't think it will increase your costs that much. I'm sorry I don't have a figure for you right now. You need to have two staff members on the slide. The way I could work it is you would pay more for a lifeguard than you would a pool monitor, so I could potentially have the pool monitor stay and be the person on the slide.

Mr. Yuro stated I will get with Angie over the next month and I will get an updated proposal for the next meeting.

## **EIGHTH ORDER OF BUSINESS**

### **Other Business**

Mr. Oliver stated we got a call this week from Supervisor Tracy Hayes. He had heard from several different residents that in the common areas of the District there had been some people loitering. We don't know whether they were residents or non-residents. If there is a problem it is always good to call the sheriff's office or Gidden Security; however, the sheriff's department is limited in what they can do in terms of issuing a trespass warrant. What we would like to do is for the Board to consider a resolution, which gives the District more powers in working with the sheriff's office.

Mr. Haber stated Jim forwarded me Tracy's email. The last page is the proposed language for a sign of no trespassing. The District's improvements are for residents and paid users. If we know that the person is not a resident then they are trespassing. I think we need to start with a sign, so that way the sheriff knows what we are enforcing. The resolution is to authorize Jim to send a letter saying that the District identified that we have a problem here and authorizes the sheriff to deal with trespassers in the fashion contemplated by County law because we don't have police powers. This is just to enhance the District's ability to effectuate the officers ability to deal with trespassers. Often times you deal with the County and you hear that you do not have a sign up or we need further action from the District. Between the resolution, the letter from Jim and putting up a sign, it is making it that much more likely that something will happen if you want to make a claim about the trespassers to the County. We have seen this at other districts, as well.

Mr. Hayes stated the complaint came from the playground. There was older kids in the middle of the day that were jumping and doing different things on the equipment that it is not designed to do. They intimidated the people there that had smaller kids.

A resident asked can signs be put up in front of the preserve areas too?

Ms. Bock responded several of the wetland areas have a sign that says don't go in here.

Mr. Yuro stated several of them do. I have seen them mostly adjacent to the golf course. We certainly could put them up in other areas but we have a lot of wetlands surrounding this community.

A resident asked couldn't you just post it at the front?

Mr. Haber responded you can post it on the District's property, where you think it will be most effective.

A resident asked does that include the ponds? I live back in Stonehedge and over on Crosspoint there is a big pond that a lot of people's houses back up to and kids go fishing in there. Are they considered to be trespassing if they are fishing on those ponds?

Mr. Thibault responded if they are residents then no.

A resident stated we live on a lake and we own that area and I see people running through that area all the time.

Mr. Thibault stated it is your property. You can tell them to get off.

Mr. Yuro stated most of the lakes in the community the lots typically go to the middle of the lake, so if there is someone walking behind your house then it would be appropriate for the homeowner to call the police.

A resident asked so right now it is legal for people to pull off that service road and fish?

Mr. Thibault responded no. Residents can fish but it is supposed to be catch and release.

Mr. Hayes stated a sign at each of the entrances should be good and then that allows the sheriff to do what he needs to.

A resident asked can we get a sign that says no soliciting too?

Mr. Thibault responded we have a sign that says no soliciting, so if they come to your house you can call the police on them.

Mr. Yuro stated no soliciting signs really cannot prevent someone from coming in and soliciting. These are public roads; however, the sheriff's office has recommended that if anyone ever feels uncomfortable you can always call the police. The no soliciting rules and laws are extremely complicated with different answers from the County versus the sheriff's department.

On MOTION by Mr. Veazey seconded by Mr. Randolph with all in favor Resolution 2012-02 Approving Trespass Enforcement on District Property was approved.
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**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney – Governor Executive Order #12-10**

Mr. Haber stated included in your agenda package is the Governor's Executive Order on his study of special districts. The Governor and his staff noted that there are significant amounts of special districts in the state and they are collecting a significant amount of revenues. They read that as taxes, whether they are special assessments or taxes. They want to make sure that oversight of the Districts is appropriate and that they are not in any way abusing their powers or abusing their taxing powers. We will continue to monitor the study.

Mr. Thibault asked what is the point of them doing this?

Mr. Haber responded there are over 1,600 special districts in Florida, including water management, fire control, mosquito control, etc. It is not a focus on CDD's. Just the same, this is a very healthy community development district. You collect 100% of your assessments. You make your bond payments. You do things like expanding your amenity facility. I represent other CDDs, where they didn't get off the ground. They are not fully platted and built out and they have landowners that are unable to pay their obligations on the bonds. In such cases there are defaults and those defaults are made public. In many cases there are defaults on hundreds of millions of dollars.

Mr. Thibault asked so they are going to review all special districts throughout the state?

Mr. Haber responded yes, it appears that is the case, a district by district review.

Mr. Thibault stated if I were running this department I would say for everyone to send me their financial statements and then see who is not at 100% and then go investigate the ones that are not at that level.

Mr. Haber stated we understand they intend on starting with fire and mosquito control districts with a focus on pensions and employee heavy districts.

Mr. Thibault asked do we comply with the governmental accounting standards?

Mr. Oliver responded yes.

Mr. Haber stated the other issue I wanted to bring to your attention is at the last meeting you gave John Thibault the authority to work with me in dealing with St. Johns County on the interlocal agreement. They sent me an agreement. I made some significant changes to make sure what the District has, as it relates to the expansion of the pond, is an agreement that will make sure the District is not expending any money. John and I met with probably five or six County officials today, including the County Engineer, a County Attorney and members of their staff to discuss the likelihood of them taking the roads. What they have said is they are not

ruling out that they will take the roads but they think it is very unlikely that they are going to mix the two issues and that they are going to take the roads as part of the negotiation of this agreement. The County has already taken a number of actions that puts them in a position that this pond is sort of where they are looking. They have gotten approvals from the water management district. If I had to guess their next step would be eminent domain if we can't get an agreement here, which I think would mean there would be some money that would come into the District. They are going to provide me with a copy of the appraisal. In speaking with the County I think they value the property not very high because it is a pond. John and I brought the appraisal from across the street at St. Johns Forest, where the County paid a fairly significant sum but as we understand it that was developable property and property where they could have put a commercial building on. I think if they take it by eminent domain then we are going to end up, where we lose the control that I think we have here. What I would like to do is to complete the negotiation process on the interlocal and get us as much control over that process as possible and remove the condition of tying the roads and accepting the roads into that. I think it would buy us some good graces if we do that. I have provided this agreement to the County but they have not yet provided me with their comments back. Their operations folks said they think they look pretty good. Their legal folks raised some issues with indemnification. You will see here I require that they give us a bond saying if you guys walk away mid project then we want something that says you are going to complete it. They said they have never provided a bond to anyone. I said you require them of CDDs and they said the County is not going anywhere. They will not begin work until they can show that the County appropriated sufficient funds to finish the job.

Mr. Thibault stated I was there mostly concerned about them taking the roads. After our discussions and talking about how much they believe the value of the land is, if they take it through eminent domain we are going to end up in court. It is my personal opinion to go forward. Separate the two issues. Give them what I believe is valued at half a million dollars of land.

Mr. Haber stated I just want to make one point of clarification. Based on their appraisals on St. Johns Forest, they have their own appraisals on our pond that I haven't seen and they have said they are significantly lower because of the type of property we are dealing with.

Mr. Randolph stated I just think overall you are going to lose control. They were playing nice by allowing us to design it, so I think we are going down the right path by playing nice and dealing with the roads separately.

On MOTION by Mr. Hayes seconded by Mr. Randolph with all in favor the Interlocal Agreement with St. Johns County was approved in substantial form & authorization provided for Mr. Thibault to execute it.

## **B. Engineer/Property Manager**

### **1. Pipe and Sidewalk Repairs**

Mr. Yuro stated I emailed you all two packages yesterday about residents, who are looking to construct some improvements in their backyard that would require them to impact the easement. I have done a number of these over at St. Johns Forest, so I have gone through the process before. The County requires that the resident get a letter from the water management district indicating that they are okay with it. The County requires some indemnifications and agreements. It is also recommended that there be a partial vacating of the easement or legal documents to basically redo the easement to show that those improvements are not encroaching into the easement. I looked at these two yards and the proposed improvements to see if they could do those improvements without adversely affecting the CDD infrastructure. I have looked at as-built drawings, recorded plats, lot surveys and visited the site. I want to start with 812 Eagle Point. They have a 15 foot drainage easement in their backyard. It is basically a swale to keep the runoff from going right to the wetland and within that swale there is a small drainage system. Every other lot has a 12 inch plastic pipe that ultimately runs down to the pond. It is my opinion that they can modify that system without changing the functionality of it. They would move the pipe further towards the back of the lot line and also with that, move the easement line. It would reduce the easement from 15 feet to a minimum of six feet. I think you need at least six feet in order to construct the berm. In the event there was ever any maintenance necessary I think that would be sufficient. I have talked to some contractors about what you would need. I would be comfortable with going as low as six feet. It is my recommendation to the Board that the proposed improvements as shown on the sketches that I included will not negatively impact the CDD infrastructure or easement, as long as they move the infrastructure as shown and then

follow the other steps that are required. The water management district doesn't have any say on the easement. It is not a conservation easement. It is not a wetland easement. The easement is in the name of the CDD, so the water management district is really not concerned about the easement. The only thing they are looking for is that the original design and intent has not been altered. If the homeowner gets a determination of no permit required then the water management district is also satisfied that it is not altering the original design plan. What the homeowner would like is for the Board to agree that you would be acceptable to the modification as long as they meet all the other requirements that are going to be necessary, which would include getting the sign off from the water management district, getting the hold harmless agreement, having a surveyor resurvey the easement and get it rerecorded. The homeowner will need all of those steps in place before they can get a building permit from the County.

Mr. Hayes asked so this pipe goes all the way down a series of homes?

Mr. Yuro responded yes.

Mr. Hayes asked so we are going to take this one home in the middle and then move the pipe back further?

Mr. Yuro responded yes.

Mr. Hayes asked do we have to move the pipe all the way down?

Mr. Yuro responded no. The homeowner will be required to make all of these improvements. It is my recommendation that when they get their final plan that it comes back to the CDD to review and approve. What they would end up doing is removing that pipe and then installing two new junction boxes, so you are just rerouting it.

Mr. Hayes asked do you see any engineering issues with that?

Mr. Yuro responded I don't. I got an email today from a resident that the water management district looked at it and they agreed that is not altering the design. The other lot is the same general principle. They have a 15 foot drainage easement going through the back of their yard. They wanted to encroach into it. The difference in the second lot is that after the time that the original plat was recorded it was my understanding that the homeowners were deeded additional property beyond that lot. There is no drainage structure within this easement. This is just an access easement. This 15 feet is only to get access if we ever have to do something to that pond. 15 feet is more than enough. My recommendation is agree to reduce the easement from 15 feet to 10 feet and then relocate it to the back of that lot. If they are going to have to

have a surveyor come in and re-record the easement anyways then it seems to me to make sense to push it to the back of their lot.

Mr. Thibault asked are you going to do that for every home?

Mr. Yuro responded no, only for these two homes.

Mr. Veazey asked are we actually moving the easement or just allowing them to move the pipe?

Mr. Yuro responded both.

Mr. Haber stated my understanding of the other District is that any work that our firm was doing to accommodate the resident, the District was essentially entering into a funding agreement with the homeowner, whereby, they were paying for my time to review the issues. I think you have discussed that with these homeowners. Right now, there is nothing like that but as part of the process when I communicate with them I can say the Board is okay with this but they don't want to pay extra legal fees dealing with your particular lot. We should make the residents responsible for any attorney fees, so that way the District isn't paying out of its pocket. I may have to look at this issue.

Mr. Oliver stated the Chairperson lives next to one of the homeowners we discussed, which is the second easement that you spoke of and she also would be affected by this movement of the easement, so she will recuse herself from this vote. She will complete a conflict of interest form.

On MOTION by Mr. Randolph seconded by Mr. Veazey with Mr. Thibault & Mr. Hayes voting aye & Ms. Bock abstaining modifications to easement was approved, subject to the homeowners meeting all of the other requirements.
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**2. Staff Report**

Mr. Yuro stated we selected DTE for the next landscape contract. If you recall in the bid package there were two optional services; one was the landscaping around the fitness facility and the other being removing built up mulch at certain common areas. We executed the contract but we did not give notice to proceed on the two options. It would be my recommendation that the Board approve both of those options. We don't necessarily have to approve the option for all of the mulch but I would like the Board to consider redoing the pool area. The mulch has built up

so much over the years that it is above the lip of the pavers and every time it rains it washes down onto the pool deck and it clogs the drains. It is an ongoing issue. In my discussions with the landscape contractor, they also mentioned they would like to do some enhancements to the pool area. If you remember in their bid their price included a certain amount of money for landscape enhancements. It is their recommendation to use some of that if not most of it in the pool area, where the landscaping hasn't been updated in quite some time. The optional services for the fitness center was \$9,475. The option for the mulch removal and replacement was \$9,520. The total is \$19,000.

Mr. Veazey stated we already know the landscaping has to be done for the fitness center. The one end we need to look at adding some high landscaping. It would be an O&M expense, right?

Mr. Oliver responded the mulch will.

Mr. Yuro stated I had five areas identified. I had the pool area inside the fence, around the tennis courts, the remaining amenity areas, including the basketball courts, the three entrances and then remaining common areas throughout community. The \$9,520 is for all five of those areas. In my opinion the critical one would be the pool area. If you don't want to do the full amount we can certainly start with the pool and hold off on the other amounts. The pool area was \$2,040.

Mr. Thibault stated I can support that.

Mr. Yuro asked just the pool?

Mr. Thibault responded yes. I don't think it is an issue anywhere else.

Mr. Randolph asked shouldn't it be part of their process to remove some of the old stuff?

Mr. Yuro responded it was included on this one as an option because it was identified as an issue before.

<p>On MOTION by Mr. Randolph seconded by Mr. Thibault with all in favor to Authorize the 2 Optional Services in the DTE Contract for Landscaping at Fitness Facility &amp; Removing Build Up of Mulch where necessary was approved.</p>
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Mr. Yuro stated I emailed the Board some information on potential bench locations after the last meeting. I emailed everyone two proposals. I went to our vendor, who we used for the

playground and he recommended a bench that would be post mounted to the concrete around the common areas. Mike Veazey brought up concerns about the durability of it. I went back to him and he assured me he has done these everywhere and that is what he recommended. There is a higher quality one but the same basic design. I also emailed the Board a map of the community with numerous potential locations. Nothing has been done at this point but it was brought up at the last meeting for the Board to consider.

Mr. Hayes stated the only concern I have is I would like the architectural review board to actually approve the style of bench. The selections that were given might be seen in downtown Jacksonville but they are not something I would want cosmetically at St. Johns. There are some cosmetically better looking benches that would fit in here better. I think we need to spend some more time on the selection of what benches we would like.

Mr. Thibault stated I don't think we are bound by the HOAs architectural review as the CDD.

Mr. Haber stated to the extent that you are submitting it to them then say we are submitting it for your opinion but in no means do we have to listen to you.

Mr. Thibault asked can you send examples of the benches you are thinking about to Mike?

Mr. Hayes responded I will gladly do that.

Mr. Thibault stated I mentioned it to a few residents and a lot of them thought it was a good idea.

Mr. Veazey asked do we want to start with a couple and see if they actually get used?

Mr. Yuro responded I have identified seven locations.

Mr. Hayes stated I agree with starting with a couple benches.

Ms. Bock stated I agree too.

Mr. Yuro stated so at the next meeting the Board can look at some options and then pick two or three locations. At the last meeting I was asked to look into additional irrigation at the two cul-de-sacs in Brookhaven and Remington, where there is no irrigation. We can certainly do it but it is much more difficult than the one we just did. If you recall, late in the summer we added two water meters to common areas off of Eagle Point and Meadowview, where there was already irrigation but we were pulling out of the ponds. We put in the irrigation meter right on top of the existing water line and then we tie it into our system. The issue we have at these other

two cul-de-sacs is the water line either stops at the beginning of the cul-de-sac as it does on Brookhaven or at Remington it is on the opposite side of where the common area is, so you would have to pay for the water meter, which is about \$2,700 a piece. You would have to do a full install of the irrigation because there are no heads or piping in the ground at all. The bigger issue is you would have to spend some money probably \$1,400 per location to directional drill under the road to put the sleeves in. If the Board chooses to do that then I would also recommend that we notify the residents because when you do a directional drill, you are opening that area. The total cost for the two was \$11,000, plus whatever you have to repair for digging across the street.

Mr. Veazey stated I think I was the one who asked and at this point I think it is too much money.

Mr. Yuro stated I was hoping to have three proposals for you guys for some pipe cleaning and sidewalk repairs. Unfortunately, I have only gotten two proposals for pipe cleaning and the sidewalks. It is not critical, so I will bring it back to the next meeting. We do have a pond off of Stonehedge and Crosspoint Way and that pond actually discharges back to the road. Because the lakes are so low when it rains you get wash outs and a 36 inch pipe is totally blocked. The water is below it, so it is not an issue yet, so we have a little bit of time. I have gotten two proposals. One of the proposals was for \$2,500 and one of them was for \$8,800. It was to clean out the pipe and stabilize around it and try to leave it, so a future rain event won't cause the same issue. I have one other contractor I'm waiting on a proposal from. There are some sidewalks on that side of the neighborhood that weren't addressed last year. I will bring back the proposals to the continued meeting. The last thing I wanted to do was to walk you through the proposed improvements. The top five or six were items that we needed a decision on very quickly due to the timing of the construction. The next group are things that have been discussed as needing to be done. They are more maintenance type issues. The first one says frame new wall for closet and remove existing kitchen. It goes back to my comment about what is the future use of this room. Erin and I have had a lot of conversations about it. I have spoken to a lot of residents. The consensus that I have come up with is it seems to make the most sense to keep this room as part of the fitness facility for fitness classes, yoga classes, etc. and make the other room the party and meeting room. One of the biggest issues we have with this room is when we get the carpets cleaned and there is a party two days later stuff gets spilled and the next room people are in here

laying on the floors doing yoga. Ideally if it is a fitness floor, you would have a hardwood or laminate type of floor. The proposal I gave you is where that existing closet is to make it a permanent closet. The proposal is for \$2,300 and that would include making that a permanent closet, it would put a wall across there with a door and this area we would remove that kitchen area and make that a closet for exercise equipment storage. Mike Lucas has advised us to be careful about doing too much to this room or the other room until the inspections are done. In speaking with the contractors, the timing of it we can wait until after the CO. They also feel like if you come in here and change the floors and put the wall up, it would take about two days. I think there are some options for the Board to consider. The final use of the rooms hasn't been addressed but we are getting to the point, where we need to make some decisions. The next couple of options are for painting. The exterior of this facility, as well as the slide tower, need to be painted. We have talked about doing it in coordination with the new construction. I got two prices on it. The first price I got was from the contractor here thinking that they would be cheaper but they are not the cheapest, so I got additional pricing. The second set of pricing is actually very good pricing. That gentleman was also one of the main painters, who painted a lot of the houses in the neighborhood.

Mr. Thibault asked who is it?

Mr. Yuro responded Dave Parker.

Mr. Veazey stated he worked for someone else but now he has his own company.

Mr. John Thompson stated he did our house and my neighbors. He has done a terrific job.

Mr. Yuro stated his pricing is very competitive.

Mr. Thibault asked what is the square footage of these two buildings?

Mr. Yuro responded I don't know off the top of my head. It seems like between the two of them it is about 2,000 but when you add in the closet and the bathrooms it is probably plus or minus 3,000 square feet.

Mr. Thibault asked have you guys ever heard of Rhino Shield? You will never have to paint your house again. For \$12,000 we could do 3,000 square feet and never have to paint it again.

Mr. Hayes stated they are outrageous. I could have the house painted five times for what they wanted to charge me.

Mr. Thibault stated my point is \$12,500 is too high for just paint.

Mr. Yuro stated clearly I would recommend the \$3,200 from Dave Parker.

Mr. Hayes stated I think we need to get one or two more bids for the painting.

Mr. Yuro stated I will get more bids before the next meeting. We need to change these floors.

Mr. Thibault asked is this from Holder again?

Mr. Yuro responded yes.

Mr. Oliver stated his estimate is \$4,477.

Mr. John Thompson stated Dave's work in the neighborhood has been done by word of mouth. When they redid our pool deck and the color didn't come out right, he went back to Sherman Williams and made them replace the paint and then he redid our deck at no charge. I know someone else had a problem with the color and he fixed it at no charge. He makes sure people are happy.

Mr. Yuro stated if the Board agrees to move forward with the framing then I would recommend using Holder and his framing crews that are here but we can certainly look at someone else, as well. Over the last year we talked about a golf cart parking. I brought a proposal to the Board and the Board voted against it but it was brought up because of complaints about golf carts on the grass. I only brought it up again because in relation to the new fitness center, there is a logical place to put it.

Mr. Thibault stated my concern is they are not supposed to be driving golf carts in the community as it is and we supply them with a place to park them it is almost like we are condoning the action. We pay \$300,000 a year to maintain these common areas. I think all of you as residents should tell them not to park there. It is illegal to drive the golf carts on the streets, so if we put parking spaces up here for them then we are saying it is okay for you to drive golf carts.

A resident asked if it is illegal, then why is it allowed?

Mr. Thibault responded it is not allowed.

A resident asked then why are people not getting ticketed?

Ms. Bock responded sometimes they do.

A resident stated someone told me they would highly recommend that you get qualified as a golf cart community. He said it was really easy. All you have to do is fill out some paperwork. It was from the deputy that works here.

A resident asked for liability purposes, can we say it is for a bike parking area?

Ms. Bock asked what is wrong with the parking lot? Is it too far?

A resident responded it is when you have three kids, tubes and bags and all of this other stuff.

A resident stated I think you are going to start making people mad if you start having 30 golf carts in the parking spaces. People that are golfers are coming in to park.

Mr. Thibault stated it is our parking lot. You guys pay for that parking lot. I don't care what the golfers say. We are the reason that golf course is here. You can park anything you want in those parking spots.

A resident asked so then when we have a swim meet and we already have 50,000 cars out there and you are going to have 25 more golf carts taking these spots?

Mr. Thibault responded sure.

Mr. Steve Sharpe asked are golf carts illegal on the sidewalks too?

Mr. Thibault responded every vehicle is illegal on a sidewalk.

Mr. Veazey stated I think the biggest issue is someone is going to get seriously hurt the way these kids are driving around here. There are young kids driving around here with a bunch of people on them and blowing through stop signs. Someone is going to get killed or hurt bad.

Mr. Yuro stated the picnic table area gets used a lot, which is great but the downside to that is the turf around it has turned to dirt. I have been out there with the landscaper and asked them what we could do. He said we are always going to be battling a turf issue, so I got some pricing from some brick paver companies to see what it would cost us if we wanted to put down a hard surface. It is certainly not a have to have but I am just looking forward to a potential maintenance issue.

Mr. Thibault asked what about using the same mulch we have in the playground?

Mr. Hayes responded I would agree to go with that first. Let's see if we can get a number on that. I am not going to spend that much money to put pavers underneath the picnic tables. I would put a concrete slab or mulch underneath of them.

Mr. Haber asked are we dealing with any ADA issues at the picnic tables and access to them?

Mr. Yuro responded if we do anything as far as a hard surface, I would want to make sure it is at least flush with the surrounding ground. The last thing is I got pricing for window treatments in here. I will follow up with some more pricing on them.

Mr. Thibault stated \$435 per window treatment seems a little unreasonable to me.

Mr. Yuro stated I will definitely get additional quotes. We are getting to the point, where we need to decide on the room usage.

### **C. Manager**

Mr. Oliver stated when we do continue the meeting at the end of this meeting, the meeting will actually be a continuation of this meeting. It will not be a stand alone meeting, so we are only going to have items on the agenda that we have decided to be on that February agenda. There will not be new business brought up.

Mr. David Binghi asked can we bring you a proposal for the lane lines and other things?

Mr. Oliver responded yes.

### **D. Art of Living Director**

Ms. Mixson stated we are having a kids night out in February. The Spring Fling will be March 25<sup>th</sup> this year. It is the week before Easter. We will be doing a movie night on the lawn in March, as well. Then we may do another kids night out if the room is available.

## **TENTH ORDER OF BUSINESS**

### **Supervisors' Requests**

Mr. Hayes stated at the last meeting I handed out a report I put together based on research over a period of time. I spoke to Jim earlier. I looked at the original proposal in 2009 when Mike took over. We were paying the previous company \$21,000 for their management of the contractors and getting bids. Then out of another \$21,000 came out at \$20 to \$30 an hour depending on what they were doing, so \$21,000 divided by 30 hours is 700 hours. I looked at Mike's original proposal and noticed if you look at the change from 2009 to 2010 Mike's original proposal included a lot of things we are billing at \$34 an hour for cleaning, picking up trash and so forth. They were included in his original bid in 2009. Now in 2010 we got a new proposal. We are just short of \$46,000 as his salary, to just get up in the morning. Then on top

of that we are being billed \$34 an hour for services he included in the original bid. I don't know if the Board just wasn't looking from 2009 to 2010 when his prices increased and the services were removed. How can we go from the price in 2009 to the price in 2010 with less services and hourly billing?

Mr. Thibault responded Mike's services really cover four different line items in the budget. We have field manager services. We have maintenance manager. We have repairs and maintenance and we have general cleaning. When you look at the 2008 budget, which was when the last service provider was here those four items accounted for \$91,661. I know he stayed within the budget in 2009 and I believe it came in at like \$84,000, which was below what we had budgeted for in 2009. Then in 2011 if you look at those same four line items it is \$22,000, which was \$3,250 more than what it was in 2008 for field maintenance services. It was \$22,000 for maintenance manager, which was literally \$550 more than 2008. If you look at the three year increase it is pretty good. In repairs and maintenance, we have had a lot more repairs and maintenance, so that has increased considerably.

Mr. Hayes asked how would you compare now to then because he didn't do anything in 2010? Remember I had to get very adamant in May about all of the stuff that wasn't done.

Mr. Thibault asked wasn't that in 2011?

Mr. Hayes responded it was earlier this year. He didn't do anything all of 2010. That kept the budget down because there wasn't a lot of hourly billing.

Mr. Thibault stated there is always ongoing maintenance. We ended up spending \$55,900 in 2011 and in general cleaning \$11,000 versus \$10,000 in 2008. It is only \$1,000 increase over three years. I see a 21% increase from 2008 to 2011 in those four line items that Mike handles. If you compare it to other items within the budget it is inline. There was an 11% increase for GMS. There was a 29% increase for general expenses. There was a 29% increase for the Art of Living Director. There was 118% increase in insurance and a 22% increase in capital reserves. My point is you think we are spending more money for his services but we are getting the same level of service we got in 2008. You are missing line items when you throw these numbers out there.

Mr. Hayes stated what he did from 2009 to 2010 was remove the services, which are now being billed hourly, so we agreed with him in 2009 that we would have these cleanings done and trash picked up for \$40,000. Let's break apart what is actually done with his position. He did

have a lot of bids tonight that I appreciate because I have been raising cane. I emailed both of these gentlemen and said I want a plan in January for the pool in March and he has taken that and gone with it. We actually have a plan this year to get things done that we haven't had in the past years. For what he does for getting bids and managing the maintenance has gone to \$46,000. I have \$46,000 for that and I'm getting billed at \$34 an hour for picking up trash and blowing off tennis courts.

Mr. Thibault stated that is not all he does.

Ms. Bock asked do you have a motion you want to make?

Mr. Hayes responded we are overspending by \$20,000.

Ms. Bock asked so what is your motion?

On MOTION by Mr. Hayes to Renegotiate the Yuro & Associates Contract Motion Dies for Lack of a Second.
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Mr. Hayes stated I will email this out to the community.

Ms. Bock stated I believe that is against our code of conduct.

Mr. Hayes stated this is public knowledge.

Mr. Thibault stated the problem is you are submitting information that is not accurate.

Mr. Yuro stated from my perspective, it is disappointing to hear some of this. If something is going to be emailed to the residents, which has already happened, it is certainly done in a light to try and make me look bad. What I don't appreciate is when it is inaccurate. There is a number of inaccuracies in the package. If something is going to be emailed out, I would certainly like the opportunity to present accurate information. The information that he presented was full of inaccuracies. I would just like the opportunity to correct the record.

*Mr. Hayes left the meeting.*

Mr. Thibault stated the point I was trying to get at was according to public records, the national average for a property manager is \$78,700 and in the State of Florida in Jacksonville it is \$74,200.

**ELEVENTH ORDER OF BUSINESS**

**Audience Comments**

Mr. John Thompson stated I just think we need to be real clear on what we are spending on the fitness center and what we are spending on maintenance stuff.

Mr. Paul Armstrong stated the lights in the neighborhood with the street signs and stop signs need to be repainted. I know we repaired signs at one time but I don't think we have actually repainted the signs. I would also like to address having a physical mailbox here for the fitness center/swim area.

Ms. Mixson stated that is a great idea.

Mr. Paul Armstrong stated then hopefully the swim team could utilize it for payments also.

Mr. Thibault asked so you want it to lock?

Mr. Paul Armstrong responded yes.

Ms. Mixson stated I am fine with that. I just don't want to be responsible for the payments.

Mr. Thibault stated just request that they don't pay you in cash.

Mr. Paul Armstrong stated the other issue was the sprinklers in the common areas. Why are we watering grass at 2:00 p.m. when we all know that will burn it up? Then at 6:00 p.m. the sprinklers are on again.

Mr. Yuro responded some of that, if it was recently was a result of the over seeding. It had to get extra time and extra water. The timers are not typically supposed to be on during the day. The last couple of months there were some times when they were set during the day.

Mr. Paul Armstrong stated the same thing with the rain gauges. Sometimes when we just had four hours of rain and you drive down the road and the sprinklers are running.

Mr. Thibault stated mine has never worked.

Mr. Paul Armstrong stated it is something we should look at.

Mr. Milford Rathjen stated I just want to say thanks for everyone's hard work. I know you all put a lot of time in. To behave like that and to do that is embarrassing to the whole community. I don't know if it is continued witch hunt with him to Mike but every time Mike opens his mouth he gives him a huff or a sigh. It is totally inappropriate. I don't know what can be done. He does have a right to speak as a supervisor but as a resident and a person in the audience, to see that over and over again it is amazing.

Mr. Thibault stated his seat is open in November.

Ms. Bock stated so it mine.

**TWELFTH ORDER OF BUSINESS                      Financial Reports:**

**A.    Balance Sheet and Statement of Revenues & Expenditures for the Period Ending December 31, 2011**

Mr. Oliver stated included in your agenda package are the balance sheet and income statement.

Mr. Veazey stated I don't think the over seeding was very satisfactory for what we got. I don't know whether we can get money back. I don't know that trying to fix it now is going to do anything for us.

Mr. Yuro stated since they have taken over the maintenance parking lot, now we are obligated to pay a portion of the maintenance of the parking lot, so that may be a way to get the value out that we didn't get on the over seeding.

Mr. Veazey stated I wasn't privy to the contract, where we paid the permit fees. I know in some other cases the permit fees were part of the contract. I just want to make sure we check the contract and make sure it is not part of Holder's deal.

Mr. Oliver stated okay. We will check that out.

Mr. Haber stated I will confirm and if it was then I will have a deduct change order because we have already paid for them.

Mr. Veazey stated I just noticed that one of the FP&L accounts was twice as much this month as it was in previous months. It went from \$684 to \$1,221.

Mr. Yuro stated I will take a look at it.

Mr. Thibault stated what you have to consider is the winter event probably took a lot.

**B.    Check Run Summary**

**1.    General Fund**

Mr. Oliver stated included in your agenda package is a check run summary for the general fund.

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

**2.    Capital Reserve Fund**

Mr. Oliver stated included in your agenda package is a check run summary for the capital reserve fund.

On MOTION by Mr. Randolph seconded by Mr. Veazey with all in favor the Check Run Summary Capital Reserve Fund was approved.

**C. Special Assessment Receipts**

Mr. Oliver stated included in your agenda package is a special assessment receipt schedule.

**THIRTEENTH ORDER OF BUSINESS      Next Meeting Scheduled – March 28, 2012 at 6:00 p.m.**

Mr. Oliver stated the next regular meeting is scheduled for March 28, 2012 at 6:00 p.m. but we will hold a continued meeting on February 22<sup>nd</sup>.

Mr. Haber stated I will probably call in for it.

On MOTION by Mr. Randolph seconded by Mr. Veazey with all in favor the Meeting was Continued to Wednesday, February 22, 2012 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

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Secretary/Assistant Secretary

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Chairman/Vice Chairman