

MINUTES OF MEETING  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was reconvened on Wednesday, May 23, 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
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
Michael 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**

**Affidavits of Publication**

Mr. Oliver stated included in your agenda package are two affidavits of publication. One affidavit of publication is the notice for this meeting. There is also a required notice that was published in the St. Augustine Record announcing the general election that will be held for seats 2 and 4. It talks about the qualifying process.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the March 28, 2012 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the March 28, 2012 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Hayes seconded by Ms. Bock with all in favor the Minutes of the March 28, 2012 Meeting were approved.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the April 25, 2012 Continued Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the April 25, 2012 continued meeting. Are there any additions, corrections or deletions?

Mr. Veazey responded on page six at the bottom it says ATAC and it should be HVAC.

On MOTION by Mr. Randolph seconded by Ms. Bock with all in favor the Minutes of the April 25, 2012 Continued Meeting were approved as amended.

**FIFTH ORDER OF BUSINESS**

**Discussion of Matters Relating to Construction of Fitness Center Expansion**

**A. Construction Update**

Mr. Yuro stated currently most of the interior of the building is complete. There is some punch out work to do and some minor finishes to complete. The fitness equipment is scheduled to be delivered next Wednesday, the 30<sup>th</sup> at 7:30 a.m. There is still some touch up paint to do on the exterior of the building. The biggest thing on the exterior is the pavers. We are waiting on the delivery of the pavers. Once the pavers get installed, then we will come back in with the landscaping. We will do a final walk through and punch list and try to get our CO. We have a schedule updated from Holder and the schedule has them including punch list items being complete by the 8<sup>th</sup>.

Mr. Holder stated we don't have anything different than what Jason indicated on the schedule. They are supposed to be delivered tomorrow. If they are delivered tomorrow, they will be laid over the weekend.

Mr. Veazey asked do we want them laying pavers on Memorial Day weekend?

Mr. Yuro responded no. We have some work in front of the swim club to do, which hasn't started yet and they are not going to do that until after the holiday. The only work that they would do over the weekend is where it is already blocked off.

A resident stated we had a swimmer step on a nail over the weekend. It wasn't roped off and they were playing in the dirt.

Mr. Randolph stated make sure it is roped off. How long would it take to lay all of the pavers?

Mr. Holder responded two days.

Mr. Yuro stated so let's not do any work in the back on the weekend. The walkway is okay but let's hold off on the back.

Mr. Holder stated if they get here tomorrow then they will start laying them Friday. It just depends on when they get here. I talked to the stone guy on my way here. Some are scheduled to be here sometime to the middle to end of next week and they will lay that stone over the weekend. I can put tape up as a barrier but I can't guarantee it is going to stay there.

Mr. Lucas stated we have a tentative walk through scheduled for this Friday.

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

Mr. Yuro stated I know David French had some concerns about how long they were going to be able to hold that equipment for us and not start charging us for it. It has been boxed up in a truck for some time now. The original delivery date has been pushed back several times. Now that the flooring is done, they are going to do a good cleaning of that area between now and the weekend and then the delivery of the equipment will start on Wednesday. It will take about three days to unload it all, assemble all of the equipment and get it all set up and ready to go. We have installed the mag lights inside of there and the security system is set up, so once the equipment starts coming in we can turn on the alarm system and have it automatically locked.

**C. Consideration of Change Orders**

There being none, the next item followed.

**D. Approval of Pay Requests/Cost to Complete Schedule**

Mr. Yuro stated Mike and I have both looked at the pay request and have signed off on it. The pay request includes the release of liens associated with that pay request and also some testing results on concrete density testing.

Mr. Oliver stated it is in the amount of \$62,494. The balance to finish, including retainage, is \$74,344.

Mr. Yuro stated and we are holding 10% retainage with every payout.

Mr. Oliver stated I will scan a copy of this and email it to you tomorrow.

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor Pay Request No. 5 in the Amount of \$62,494 was approved.

**E. Consideration of Other Construction Related Improvements**

Mr. Yuro stated there is nothing else associated with the building. We do have a couple of other items, as far as this room and the other room. I was going to cover those under the engineer's report.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2012-03, Approving Proposed Budget for Fiscal Year 2013 and Setting a Public Hearing to Adopt**

Mr. Oliver stated included in your agenda package is a proposed budget for fiscal year 2013 and Resolution 2012-03. You will see the District is proposing holding assessments the same for the fifth consecutive year at \$1,238.44. This was accomplished largely in the field landscape budget. Mike has gone through and scrubbed the numbers. You will see some of the numbers have dropped. He is taking into account that we will have some additional areas to maintain with the completion of this project. Tonight, we will approve a budget, so we can deliver it to St. Johns County by June 15<sup>th</sup>. We will also set a public hearing for no sooner than 60 days from tonight. We would have a public hearing to adopt the budget and then provide it to the St. Johns County Tax Collector's Office in the form of an assessment roll. Those assessments will be on the November 1<sup>st</sup> tax bills. I recommend we set the public hearing to be held at your regular meeting on July 25<sup>th</sup>.

On MOTION by Ms. Bock seconded by Mr. Veazey with all in favor Resolution 2012-03 Approving the Proposed Budget for Fiscal Year 2013 & Setting a Public Hearing Date for July 25, 2012 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of AT&T Request for Easement**

Mr. Yuro stated I got a call about a week ago from AT&T. They are looking to improve their facility at the tower here by the cemetery, which would consist of running fiber cable from a facility that they have on Leo Maguire Parkway. They want to come out of that facility down Leo Maguire, turn right on Eagle Point, turn left on Brookhaven and then go to the tower. What happen is they submitted the plans to the County for approval and the County said you are going on streets that are not County owned, so you need to get approval from the association. They contacted me and I explained to them that they would be looking to go inside the CDD right-of-way and I am certain the Board would want to have some hold harmless agreement, so if they

damage anything they would be responsible. I advised them that I didn't expect that it would be a big issue to put the facility in because we have other utilities in the right-of-way but that there would need to be some protections on our part that you guys would require. At that point, they kind of stopped and said it is really for Sprint, so they are kind of punting it back to Sprint to say you guy's deal with it. I fully expect that they would come back. They sent me a set of plans, which are not to scale. I sent them back some comments. They were showing the physical location of the line behind the sidewalk, which then puts it on private property. I gave them some comments to fix their plans. Right now, this is just information and it will probably be coming back again.

Ms. Bock asked if we didn't grant it, what is the alternative?

Mr. Haber responded I don't know what their alternative is. They could try and get the permission of each lot owner. It would cause them a big headache. What I told Mike is that any agreement that we would agree to would be along the lines of what we told FP&L, which would be not only repair any damage that you may do but indemnify and insure.

Mr. Yuro stated I went back and pulled the plats and the adoption dedication language, the right-of-way is owned by the CDD. There is a seven and a half foot FP&L easement that was dedicated to FP&L. It doesn't give anyone else the right to be in it. At the time it was United Water, so the right-of-way was also called out as a utility easement for United Water, which is now JEA. The water and sewer lines are within an easement. There is language in there about future cable installation but there is no language in there that grants AT&T any type of an easement. When I talked to the folks from AT&T they couldn't find any record of them having an easement out here either. They mentioned that what typically happens is when development was going strong, the Developer would say they need it and then they would just come out and put it in. They certainly have facilities in the ground out here but if they are going to come back and add new facilities, they don't have an easement with which they can say we are going to stay within our easement. They would need to get permission to be within our right-of-way.

Mr. Randolph asked where do most of those right-of-ways exist, from the centerline to the back of the curb?

Mr. Yuro asked our right-of-way?

Mr. Randolph responded no, the FP&L and JEA easements.

Mr. Yuro stated the JEA easement is right-of-way to right-of-way. It is within the right-of-way. If you are going down the main road, the right-of-way is typically at the back of the sidewalk. It is about seven and a half feet off the edge of the pavement. FP&L is seven and a half feet outside that on both sides. FP&L is outside the right-of-way but all the other utilities that are here should technically be inside the right-of-way. I don't know what their timing is going to be. Is this something that we could start the process on and then bring it back to the Board at the next meeting?

Mr. Haber responded I think so. If the Board thinks it is comfortable with the concept of them installing lines within the District's right-of-way upon you approving an agreement that fully protects you then if they approach us again I can take a stab at an agreement. If you think you have any concerns about them actually doing the work then that is another issue for you to decide.

Mr. Randolph asked so what is this for?

Mr. Yuro responded they said it is a fiber line to go to the cell tower. The scope is to place approximately 1,200 feet of buried fiber cable from the existing AT&T facility along Leo Maguire to Eagle Point and then Brookhaven to the cell tower. They didn't elaborate to me why they needed to put the fiber in.

Mr. Randolph stated when I worked for the City of Jacksonville I dealt with cell towers. The City would negotiate if they wanted the tower somewhere.

Mr. Haber stated I haven't experienced this but I have experienced a gas company putting a gas line through District property. There was compensation paid to the District for granting an easement. You are giving up a property right.

Ms. Bock stated we have all complained about Brookhaven and the way the landscaping looks.

Mr. Yuro stated what we could say to them is have you guys considered what you may be willing to offer in compensation. Maybe they have already thought about it.

Mr. Randolph stated right.

Ms. Bock asked so we would just tell them we would have to wait until July?

Mr. Yuro responded it is going to have to come back to the meeting but we can at least start the process if they are going to offer something.

Mr. Haber stated unless they are offering you enough money that if they mess things up that you will be able to fix it but no matter what you would still want compensation. You are going to agree to all of these terms in addition to compensation.

**EIGHTH ORDER OF BUSINESS**                      **Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**                      **Staff Reports**

**A. Attorney**

Mr. Haber stated I have sent comments to the County on the interlocal agreement, as well as the FP&L easement, essentially telling the County that FP&L won't agree to our easement, so we want you to cover what FP&L won't agree to. I called the County representative today and asked if there was any update and they said it is still being reviewed by in-house counsel and they would get back to us. I am not pushing them because right now your pond is beautiful.

**B. Engineer/Property Manager**

Mr. Yuro stated I forwarded the Board some information via email. At the last meeting the Board asked me to get proposals to improvements to this room and the fitness room. I sent you a summary of the proposals. We received proposals from Michael Holder, Davlin Interiors, Kerry Construction and S David & Company. The scope of the effort was removing those cubbies, constructing a wall across there with a door, forming a closet back there, this sink area comes out and this becomes a closet for the fitness equipment and then new flooring. I sent a sketch with his proposed scope of work to the contractors. You can see Michael Holder's amount is \$6,806, Davlin Interiors is \$14,000, Kerry Construction is \$13,400 and S David & Company was \$26,000 but they included the other room. They didn't break it out at all like I asked them to do it. They appear to be higher than everybody else anyways across the Board. Kerry Construction noted they accounted for \$6 per square foot allowance for the floor. The other thing I put on the far side of that spreadsheet is they each gave me a quote to paint the room. I broke that out separately because if you recall several months ago, we got some quotes to paint the room, so that is why I separated out the painting.

Ms. Bock asked so that is not included?

Mr. Yuro responded correct. It is in addition.

Mr. Randolph asked so with Holder the \$2,300 and the \$4,400 line items, are they in addition or is that what equates to the \$6,800?

Mr. Yuro responded that equates to the \$6,800. You would add to that the \$2,400 for painting. There is an error on that spreadsheet. The \$26,000 shouldn't be there. He didn't give a quote for the room. He only quoted the painting.

Mr. Hayes asked wasn't there something about the exterior painting, as well?

Mr. Yuro responded yes. It is on the second page.

Mr. Veazey stated to me, it looks like Holder is the lowest and then as far as painting; they can always paint after everyone is done. My only question would really be because there is a big difference in pricing is what is the spec on the laminate flooring that Holder has? Was this an old quote from Holder?

Mr. Yuro responded no.

Mr. Veazey asked so it has the padding underneath that we had requested?

Mr. Yuro responded yes. If you look at the square footage allowance, it is 790 square feet. If you look at \$6 per square foot allowance, it looks like it is \$4,740 for Kerry Construction, where Holder was just \$300 under that. When I looked at that I thought they are bidding similar products.

Mr. Hayes stated the owner of Kerry Construction lives in the neighborhood. If you go down Jury Court, he is working on two homes right now. He is doing the big home on St. Johns Golf that has the extra two car garage. He just redid the master bath. If you add up the whole package, I think he comes in competitive with Holder, if not a little lower when you add in the exterior painting.

Mr. Veazey stated my opinion is we take the exterior painting out of it. Anyone can come in here and exterior paint. We don't need a general contractor to do that. We can hire the lowest guy to come in here and paint this building.

Mr. Yuro stated that is why I put it that way to give you the option.

Mr. Hayes asked what were the bids on the exterior painting?

Mr. Yuro responded Michael Holder's proposal was for \$12,400. Davlin Interiors was \$11,600. Kerry Construction was \$4,000. S David & Company was \$8,400 and Parker Professional Painting was \$3,200. Parker is only a painter, so he was the lowest bidder.

Mr. Hayes stated I disagree. I think it is best to have one point of contact for the whole deal. It makes Mike's job easier. Tell them to match Parker's numbers and he can have the exterior painting, as well.



Mr. Yuro stated with the improvements to the existing fitness room, the Board can certainly choose to do what they would like but my recommendation would be to hold off on those improvements for right now. As you can see the biggest cost on those improvements was new flooring. I asked the contractors to give me a price for new rubber flooring, in the event that we need it. I personally don't think we are going to need it right off the bat but we don't know until we remove all of that equipment what that floor is going to look like, so I asked them to give me a price. The only other efforts associated with that room are patching some of the walls and taking the mirrors down and painting. My recommendation would be to hold off on any major improvements until we get that equipment out and see what we really need.

Mr. Randolph asked have we determined what we are going to do with that room?

Mr. Yuro responded at the last meeting it was generally agreed that it would become the primary party room and that is where we would keep the rubber floor. A little later I have a kitchen area to talk about. This would be the extension of the fitness facility but also available for meetings like this.

Mr. Veazey stated I don't have a concern with Kerry in general but if you look at the improvements on the existing fitness room, Kerry for new flooring is \$8,500, Davlin is \$9,900 and then Holder is at \$4,200. Just understanding the spec of the flooring is important to me because he is half as much.

Mr. Hayes stated I say we take Mike's advice and table it until the July meeting.

Mr. Yuro stated the only one I was recommending we hold off on was the existing fitness because the biggest expense was the flooring. I think there is a chance that the flooring we have is going to be okay.

Mr. Hayes asked why is Holder half of what Kerry Construction is on that? Holder is getting his information from Kerry. Kerry is the one who specked it out for the wall two months ago. The drawings were originally done by Kerry and he gave the numbers to Holder.

Mr. Veazey stated Michael Holder did a drawing before Kerry even brought it in.

Mr. Hayes stated but he went to Kerry for the numbers.

Ms. Bock asked what numbers?

Mr. Hayes responded the numbers when we talked about it two months ago on the wall. Those were Kerry's numbers through Holder. Holder was hiring Kerry to do it.

Mr. Veazey stated the only concern I have is the flooring spec.

Mr. Yuro stated the flooring is really where the price difference is on that bid. They are within about \$300 on the flooring.

Mr. Hayes asked he is including \$6 per square feet for flooring but where is the other \$7,000?

Mr. Veazey responded if you think about it, it is not \$7,000 to do this work.

Mr. Yuro stated my assumption when I looked at this was Holder is the cheapest because he is already here. His mobilization has already happened. He already has his sub coming back for punch out. That is my expectation as to why he was cheaper.

Mr. Hayes stated I think there is something missing.

Mr. Yuro stated if the Board wants to go in that direction, I can certainly make sure he is comfortable with that number.

Mr. Hayes stated yes. We need to confirm.

On MOTION by Ms. Bock seconded by Mr. Veazey with all in favor the Proposal from Michael Holder for Meeting Room Renovation at a Cost of \$6,806 was approved.
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Mr. Veazey asked do we want to go to painting on this same area, so we can complete this room?

Mr. Yuro responded yes. We can do that.

Mr. Haber stated we have an existing contract with Michael Holder and it may be most efficient to just do a change order to that contract for this work.

Mr. Yuro stated I think that will work. We are getting a credit back on a couple of items in his contract. He had sodding in his contract but the landscapers also bid it and they bid it cheaper, so we are going to take the sod out of his contract for \$2,600. I am also expecting a credit for the light fixtures from them, as well. We should have several thousand dollars of credit. I think a change order would be good.

Mr. Oliver stated we will still account for it separately.

Mr. Yuro stated the next item is painting the existing meeting room. Each of the contractors that we just talked about provided a quote to paint the interior room. From Parker Professional Painting, we also had a quote to paint the interior of the room. I didn't get new quotes because the scope didn't really change much. Each of the contractors that bid on it gave

me an updated price for painting but I did not go back to Parker because I didn't think it was necessary because he had already given us a price. There are two other areas of painting.

Mr. Veazey asked do you think we should look at bundling it to get a better rate?

Mr. Yuro responded it is fairly consistent. The low bid on this room is the low bid on the outside of the building and so on. The second bid is the second lowest bid on this room and the second lowest bid on the exterior and the second lowest bid on the tower.

Ms. Bock stated it looks like Mr. Parker is the lowest bidder.

On MOTION by Mr. Veazey seconded by Ms. Bock with all in favor the Proposal from Parker Professional Painting for Painting Interior Room, Exterior & Tower was approved.
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Mr. Yuro stated the next thing on the list was the audio system. These audio systems are much more expensive than I would have guessed. I spoke with several commercial audio distributors and they priced it. What we talked about was a similar system for these two rooms that would be a mixer amplifier, CD changer with iPod dock, interior speakers and each room was going to have exterior speakers on the patio. For this room I asked for exterior speakers because the fitness classes sometimes spill out onto the patio. For the party room I asked for an exterior speaker quote because the parties are sometimes out there. For the party room I also asked for a couple of new speakers heading out towards the pool, as well. As an option I said give me a quote to include a wireless microphone for the pool area, so if Erin has events a microphone can be used out there or perhaps the swim team could use it. Statesboro Sound bid us two separate units. Kerry Construction bid it as two separate units. Two of the vendors bid like I asked. They gave me a separate system for this room, a separate system for that room with the associated speakers. Florida Sound came out and he said based upon what he thinks the usage is it might be cheaper to do one base mixer amplifier. Then you would have a separate CD player/iPod dock in this room and a separate CD player/iPod dock in that room, so you can have separate things going on. His bid included a keypad, so that you could play them separately or you could link them together. Everything would basically be integrated. In my discussions I was advised that you want to get a commercial grade system because with a home based theatre system you might not get the quality that you are looking for. I think that is part of what is happening now with our current system.

Mr. Veazey asked where would you put that receiver?

Mr. Yuro responded we would have to discuss that. The receiver might be able to go in Erin's closet.

Mr. Veazey asked but they might want to change discs?

Mr. Yuro responded no. You would have a separate CD player dock in each room.

A resident stated some of the other neighborhoods around this area that are similar to ours, do offer music at the pool. It is nice to have.

Mr. Veazey stated I went back and looked at what we did in Palencia in just the aerobics room. We paid \$2,600 or \$2,700 for an iPod dock, a CD player, a receiver and eight speakers. It is not exactly the same scope though. I was a little shocked at the price when I got this too. I sent it down to the guy that did our work there just to see where he was. I don't think we bid a commercial receiver there though. I just sent it this afternoon when I saw this, so I haven't gotten anything back yet. All of them have these rolling racks for \$600 and we only have one or two components. We could build a shelf. There are some things I think we can edit out of this to get the price down. I would kind of like to see what he comes back with too.

Mr. Randolph stated I think we would want professional grade equipment for the outside speakers.

Mr. Veazey stated we did some outside speakers in Palencia. We had JBL speakers. Some of these guys can get just as good of speakers that are not name brand and put them in. There are things like that, that can help get this price down some. I think we would want to try and get it down quite a bit.

Mr. Yuro stated I don't disagree. They were talking about the commercial grade mixer amplifier being important too because that is where you are getting your power and quality of sound. We can certainly wait for Mike to get his information back.

Mr. Veazey stated I think we need to keep looking at this.

Mr. Hayes stated I agree. Maybe we should invite one of these guys to a meeting and give us their expertise.

Ms. Bock asked can we wait on this?

Mr. Yuro responded I think so. I think it makes sense to try to whittle it down. We are also holding on the existing fitness room until we get that equipment out, right?

Ms. Bock stated yes.

Mr. Yuro stated the last thing I have is a new kitchen area. I have not gotten three bids for the kitchen area but Mike and I met with J&M Distributors, who is the distributor where the contractor would go to get the equipment. My thought was no one is going to have it cheaper than the distributor. If the Board narrows it down to what they want, I can put it out and get three bids. I have provided you with a sketch of what the kitchen would entail. We called for six feet of countertop space with a sink, some cabinets on top and then separately we can buy a new refrigerator and new microwave. We already have the water stub outs in there for the drain and for the water supply, so to put this kitchen in it is going to be \$2,595. Then he gave us two options for the countertop and sink. He quoted us a level one granite countertop with a stainless steel sink for \$969 or a quartz countertop and a stainless steel sink for \$1,249. You would have the cabinet price, which is the \$2,595. You would have one of the other two prices, depending upon what countertop you chose and then we got some pricing on refrigerators and microwaves. This supplier also told us about a place in Orange Park that does scratch and dent and we can save a ton of money. Is this the layout everyone had in mind?

Mr. Randolph responded it looks good to me.

A resident stated a stove would be nice if you thinking about putting in a full kitchen.

Mr. Veazey stated I don't think the idea was a full kitchen. I am not saying we couldn't do that but when we went about this it was replacement for that but a little nicer.

Mr. Lucas stated you can't have a stove because you are going to get in trouble with your commercial hoods. You could have an oven.

Mr. Hayes stated I am not sure we want a full kitchen.

Mr. Veazey stated I think because we are holding off on that room, we should also hold off on this room.

Ms. Bock stated I like the layout.

Ms. Mixson stated if we wait on the other room and do this room and take out the kitchen, we are not going to have a kitchen for however long it takes to get that approved.

Mr. Hayes stated that refrigerator can be moved over.

Mr. Yuro asked since we are good with the layout, do you want me to try to get two other prices before the next meeting?

Ms. Bock responded yes.

Mr. Yuro stated I had received an email from Supervisor Hayes about the sidewalks popping up. It is not just on his street. Many streets are starting to have sidewalks pop up again. It is the same locations that we already fixed once. It is the same tree roots that continue to push them. Before I start getting bids again, I wanted to ask the Board for direction. As you recall in our HOA bylaws, sidewalks are the responsibility of the individual homeowner. The Board here chose to go ahead and repair what needed to be repaired over the last year. Over the last year I believe we have hit all of the streets that have had bad areas.

Mr. Randolph asked are the trees that are causing the sidewalks to buckle on CDD property?

Mr. Yuro responded most of them but not all of them. A great majority are on CDD property. If you recall the HOA documents are written that puts the responsibility of those trees and sidewalks on the individual homeowner.

Mr. Randolph asked but if that homeowner wanted to remove that tree, instead of repairing the sidewalk, they could?

Mr. Yuro responded the HOA would make them replace it. They couldn't just remove it. This is either going to be an ongoing thing that the CDD addresses or the CDD says we have addressed it once. I don't know how practical it is to have homeowners replace sidewalks.

Ms. Bock asked do you know when we did this the last time?

Mr. Yuro responded it seems to me a little over a year ago. I think it was in the fall of 2010 when we started it.

Ms. Bock asked was this addressed in Charlie Sheppard's study?

Mr. Oliver responded it was not. It is not CDD property.

Ms. Bock stated I think homeowners would be a little less angry about this if they had notice that in 2012 we are going to do it again but after that it is going to be your responsibility. I think there are several ways to look at it or we could make it one of our budget items and we keep doing it.

Mr. Veazey asked how many do we have that are still happening? Do we get an arborist out here and look at the roots?

Mr. Randolph responded if you are going to remove that piece of concrete and replace it then I would carve the root out while you are doing it.

Mr. Yuro stated I think a good approach is to get with an arborist in between now and the next meeting. I can get a feel for how many are starting to come back up and I can get a recommendation from an arborist on what we can do.

Ms. Bock stated okay.

Mr. Hayes stated let's get a standard agreement with someone that we chose, so we don't have to keep going back.

A resident stated I understand that the homeowner is responsible for the sidewalk. The only real way to fix it is to take the tree out but then the HOA is going to tell you, you have to put it back in.

Mr. Veazey stated in phase one they put them in a location between the sidewalk and the street. After that, we started putting them back up in the yard a little ways.

Mr. Yuro stated those trees are not cheap. To get a 12 or 14 inch tree it is about \$3,000. I like the approach of talking to an arborist first and see if there is a solution.

Ms. Bock asked isn't it a County thing, where we can't take a tree out?

Mr. Veazey responded there are tree credits when we built, like if you take so many hardwoods you have to replace them.

Mr. Paul stated my understanding when we built our house is that the City mandated that we had to put the trees down by the road. My concern was I took my tree out and of course, I was told I had to put one back in, so I went ahead and put one back in. The other issue is some of the roads have started to raise up, as well.

Mr. Yuro stated I got a proposal from Jani King because with the new fitness facility, we just increased the square footage out here almost double. Jani King gave me a proposal. They gave me a proposal to add \$595 a month for the additional square footage for this building. I think they are currently at \$793 a month for six nights a week cleaning of this room, the bathrooms and the existing fitness room. Adding this square footage almost doubles the total square footage of the interior space out here and they are not even doubling their cost. Their new price would be \$1,388. We have recently re-bid the cleaning. Jani King was selected with the new facility.

Mr. Veazey asked so they have the bathrooms and these two rooms right now and that is it?

Mr. Yuro responded yes.

Mr. Randolph asked so do we need the new room cleaned six nights a week?

Mr. Yuro responded maybe we can talk about that. We currently have that room cleaned six nights a week and this room because of the meetings and parties.

Ms. Mixson stated during the summer we use the party room everyday.

Mr. Yuro stated their scope is actually broken into winter and summer. From Memorial Day to Labor Day they are seven nights a week. We cut them down to six nights a week during the wintertime. This seems like a fair number to me, based on the square footage.

Mr. Veazey stated let's negotiate as we see the use of this room and going into winter.

On MOTION by Mr. Hayes seconded by Ms. Bock with all in favor the Proposal from Jani King for Janitorial Services to Also Include the New Fitness Facility was approved.
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Mr. Yuro stated the other thing I sent to you late yesterday was a maintenance proposal. Our new fitness equipment is coming and Sears, who is providing the equipment, sent us a maintenance proposal. They are recommending quarterly maintenance. They would come out here once a quarter and check all of the cables, lubricate, etc. It is \$700 per visit. It is \$2,800 a year. Currently, we pay \$200 a quarter. We are going to have double the equipment at least. I did call him back today and ask if there is a required maintenance schedule to maintain our warranty and he said he did not think there was. It may be that if you want to go this route that maybe we use them for the first year only once or twice. His comment to me was think of it as a new car. You buy a new car and you start changing the oil immediately. You don't wait a year because it is a brand new car.

Mr. Veazey stated I think we should get some other prices. I think this is high. I think we need to understand what the warranty requires from them to keep the warranty. We also need to find out if anyone can work on it or does it have to be Sears. I agree we need maintenance but I don't know there is a ton of maintenance in the first year for \$700.

Mr. Yuro stated I don't know what the warranty says. I asked him for a copy of it.

Mr. Haber stated the purchase agreement, which I worked on with him, just specified the timeframe for the warranty without any requirements to keep that warranty active and effective. If they do try and say here is what is necessary to keep the warranty contemplated by the



purchase order and it is something separate from that agreement then let me know because I think there is an argument.

Mr. Yuro stated if you will forward me a copy of the purchase order then I will review that and I will get additional bids for the next meeting. The last thing I have for you is looking for direction on patio furniture. We are going to have a bid new patio and we are going to need additional furniture. Erin and I have talked about it. My first reaction and recommendation to this was to move the tables we have here to the pool deck and get new nicer quality tables up here by the new building. I did get some prices. I got pricing from the vendor that has supplied the furniture out here so far. The fiberglass tables like we have out there are \$156 a piece. We looked at maybe an acrylic table but those can break, so I don't think we want to go there. The other table they have that looks nice is an aluminum table, which was \$275 and an aluminum table with a decorative top was \$295. My thought was we would need plus or minus eight tables in this area. In addition, we would need some chairs. The chairs are \$89 a piece. He recommended a cross weave chair, which is a vinyl strap but it goes both directions. They also had a sling chair with fabric. It looks classier and it was the same cost. We will also need four additional umbrellas.

A resident asked are you going to get umbrellas for the tables you are moving down to the pool?

Mr. Yuro responded we certainly could.

A resident stated that would be much appreciated.

Mr. Yuro stated I emailed you guys some colored pictures of the tables and chairs that I looked at being my recommendation. I can email you guys the website from the current vendor that supplied everything.

Ms. Bock stated that would be good.

Mr. Veazey asked so the plan is to move these four tables down towards the pool?

Mr. Yuro responded that was my thought and then do all new up here.

Mr. Veazey asked are these the same chairs we bought at the beginning?

Mr. Yuro responded right and we re-strapped them last year.

Mr. Veazey stated the reason I ask that is because the sling chairs I have at a couple communities and I am paying right now to redo them. They seem to wear out in the sun fairly quickly.

A resident stated I have the sling back chairs and I pressure wash them every spring and the fabric frays after about two years.

Mr. Veazey stated I have some on my porch that are about 15 years old and they have never been replaced but they were very expensive. Then there are some at a couple of our amenity centers are lasting maybe three years and we are doing them.

Mr. Randolph stated then get prices on both and then the tables that match.

Mr. Yuro stated I have the prices to you before the next meeting.

Ms. Bock stated also get prices on the umbrellas.

Mr. Yuro stated okay.

Mr. Hayes asked what are we doing about the holes on the soccer field?

Mr. Yuro responded DTE is supposed to be filling those in and re-sodding them.

Mr. Veazey stated the best thing to do is to move those goals in and let that sod take.

Mr. Yuro stated I think they were waiting for that grass out there to finally start coming back and then they are going to replace it.

**C. Manager**

There being none, the next item followed.

**D. Art of Living Director**

Ms. Mixson stated we had our 5K run last weekend. We ended up with about 120 participants. It was very successful. We are definitely going to do it again next year. We have a dive in movie on Friday at the pool. We have a kid's night in June and then we will be doing our 2<sup>nd</sup> Annual Independence Day Celebration on Sunday, July 1<sup>st</sup>. Summer camp starts on June 11<sup>th</sup>.

**TENTH ORDER OF BUSINESS**

**Supervisors' Requests**

Ms. Bock stated I had a call from a homeowner, who is here tonight and he was questioning how someone could be fishing in his lake in his backyard. We came to the agreement that the person was trespassing. I suggested that perhaps the homeowners on that lake put up no fishing signs out at the lake. It just brought up some other questions though. Have we stocked these lakes? Are people taking our fish?

Mr. Yuro responded we stock the lakes with triploid grass carp. I don't believe that is what they are catching. They are catching bass. Typically, I see people catch and release. We

did have one truck that was coming up here with a big blue tub in the back and I had our security guy talk to them. It looked like they were going to use it to transport fish and we told them we didn't want to see that truck out here again and if we did we would call the police.

A resident stated I live on Eagle Point. I am seven houses up on the waterside of Eagle Point on number four green. If some of my neighbor's kids are going out and fishing I don't have a big problem with that. I do tell them to fish in their own backyard because if something happens on my property then my insurance company is not going to be in favor of that. My problem is we are having people who don't live here fishing. The other problem is we need some rain. I don't know where they park but these young adults will enter down by where the golf course is and walk up.

Ms. Bock stated they are walking across someone else's property or the golf course to get there. Is there a problem with putting up no fishing signs and do we want to do that?

Mr. Hayes asked weren't we supposed to have some signs made for the entranceways?

Mr. Oliver responded I think we are talking about specifically at the lakes. I think it is more of a matter of trespassing then it is fishing.

Mr. Randolph stated I don't think you need signage. If you see someone there then you can verbally tell them or call the police.

A resident stated it is a security problem. The other thing is I don't think all of the homeowners know that they are responsible if someone falls on their property.

A resident stated if you have a fence you have to leave an eight foot barrier. We have teenagers that live over here and they will run around the lake. You can tell them they can't be there but they don't understand because they think if you have a fence that is your property line. It would be nice to put some kind of sign that says no trespassing.

A resident stated I did help stock some of these ponds. I also have an agreement with the golf course, where they don't care if I fish over there. I have an agreement with my neighbors on the backside to fish. To alleviate this problem of people fishing in your yard is if you give someone permission then I can accept that but if they don't have permission to be in your yard I don't think it is the CDDs responsibility to step in.

Mr. Haber stated the one thing you may be able to do is to put it on your website or an email blast that says to those who may not know the properties backing up to the lake are private properties. I think what the CDD offers is the ability to mass communicate.

Mr. Yuro stated we can rebroadcast it in the community newsletter.

Mr. Hayes stated if it is not your lot then you are trespassing.

Mr. Yuro stated maybe one of the things we can do is to communicate with the golf course. One of the areas I see it most is right up here at the golf course ponds. If the general manager agrees then we can relay that to the security and the sheriff patrols.

#### **ELEVENTH ORDER OF BUSINESS                      Audience Comments**

Mr. Paul Armstrong stated it has been brought to our attention that practice time will end at 10:00 a.m. We missed that on the agreement because last years agreement stated until 11:00 a.m. and this year's agreement says until 10:00 a.m. We would like the Board to allow us to keep the pool until 11:00 a.m. because we did change our practice times trying to encourage more of the older kids to come to the 9:30 a.m. practice. We did bring the lifeguards in at 10:00 a.m. and that is so when the younger swimmers get done at 9:30 a.m. the slide can come on at 10:00 a.m. We never said we would let the slide come on during the older kids swim practice because that was also another concern that was brought to our attention. The only issue we have is exhibit A from last year says 11:00 a.m. versus 10:00 a.m. on this year's contract.

Mr. Randolph asked what days is that?

Mr. Paul Armstrong responded Tuesday through Friday.

Ms. Bock stated the only problem is now we are going to have camp, which starts at 9:00 a.m. and we need you gone by 10:00 a.m. We made some decisions based on this and I think ours are irreversible.

Mr. Paul Armstrong stated in speaking to some of the parents in respect to the camps, the parents are aware that swim practice is during the camp, they have the option to either go to swim team or camp. I have also spoken with Erin and that side of the pool is not used during the camp time. As long as the slide is on, we are not inhibiting any of the camps or the actual swimming during that time.

Ms. Bock asked is that correct?

Ms. Mixson responded we don't use the pool during that time. It is more of a conflict of kids coming to camp two hours after it started when we have programs that are starting from 10:00 a.m. to 11:00 a.m. that I scheduled that way based on when I thought swim team was ending.

Mr. Oliver asked when did those programs start last year?

Ms. Mixson responded 10:00 a.m.

Mr. Paul Armstrong stated we just use the lane pool. We spoke to some of the parents and they realize that there are camps that go on.

A resident stated it is only five weeks because our practice doesn't start until June 11<sup>th</sup> and it is done by July 13<sup>th</sup>.

Mr. Hayes stated it has been 11:00 a.m. for years.

Mr. Paul Armstrong stated we misread it. We apologize.

Mr. Veazey asked when were the swim times last year or previously?

Mr. Paul Armstrong responded we have always finished at 10:00 a.m. previously but we had the pool until 11:00 a.m.

A resident stated the lifeguards didn't come until 11:00 a.m. up until this year.

Mr. Randolph asked how does that affect the normal person that wants to come up here early and swim?

Mr. Paul Armstrong responded at 10:00 a.m. it is usually the younger kids. We reversed the swim practice from the older kids being in the morning to the younger kids in the morning. The younger kids go to the slide section of the pool and swim, while the older kids have their swim practice. The only issue that we are looking at is we overlooked the time difference from last year to this year. I can't speak for everyone but from the information we have is the parents do know that if their kid wants to go to camp, their kid would either miss their practice or they would show up 30 minutes later for the 9:00 a.m. camp.

Ms. Mixson stated the wording in the agreement didn't really make any sense, so that is why it was changed.

Mr. Veazey asked so even though the agreement said until 11:00 a.m. previously, you only practiced until 10:00 a.m. every year before this?

Mr. Paul Armstrong responded correct.

A resident stated we stay after swim practice with our kids. We usually stay until 12:00 p.m. or 1:00 p.m. and there maybe six people there. Practices start at 8:30 a.m. to 9:30 a.m. for the younger children and the older kids are 9:30 a.m. to 11:00 a.m.

Mr. Oliver stated let's try ending the practice by 11:00 a.m. and if you end sooner that is fine.

Mr. Hayes stated it is only for five weeks.

Ms. Mixson stated I have no problem with it.

Mr. Oliver stated with the understanding that the recreational portion of the pool is open to residents. Erin has talked to me about this. She gave me the reasons why she looked at it this way.

A resident asked the office in the gym is that for the personal trainers?

Ms. Mixson responded not exclusively.

Mr. Hayes stated it is for storing equipment, training records and privacy for conducting weigh ins and body fat evaluations.

Ms. Mixson stated from what I understand we put the office in there because the A/C had to go some place and it kind of made sense. Stacie and Billy and whoever else is out here, does fitness assessments or measuring people and it gives them some privacy. It is not there specifically for them.

Ms. Bock asked why did you ask that because you are not a trainer?

A resident responded because it bothers me that they don't live in the community and they don't pay any money to the CDD or any facilities and they utilize our buildings. I was told they got their own private office.

Ms. Emily Johnson stated code enforcement has been working the HOA to do the mailbox improvements. We have recommended a couple of companies. What about the posts that the lights are on because they are now in need of repainting?

Mr. Yuro responded I will add it to the maintenance list.

Mr. Hayes asked has there actually been a specific paint color that has been given out for those mailboxes or are we just saying brown or whatever?

A resident responded I don't know.

Mr. Yuro stated I am not familiar with anyone issuing a formal color.

Ms. Bock stated we all got a letter from the HOA and I don't know if there was a specific paint color.

Mr. Hayes stated maybe you should bring that up at the HOA meeting.

Ms. Emily Johnson stated it was explained to code enforcement that the HOA would issue the color to First Coast and they would keep that on file, along with the company that have chosen in case you need to buy a new mailbox.

A resident asked when is the fitness center opening?

Mr. Yuro responded the scheduled completion date is June 8<sup>th</sup> and that is if everything falls into place. Then we still have to get our CO from the County.

A resident asked what did we decide to do with the old equipment?

Mr. Oliver responded we are still working on it.

A resident stated the fire department here on County Road 210 would be interested in some of the stuff.

Mr. Oliver stated some other Districts have donated to the fire department here on 210 before. That is a good alternative.

Mr. Veazey stated Paul, Mike and I met up here a week ago and we have looked at moving the location of the time clocks to the back corner, so everyone across the pool can see it. Paul came up with a drawing and I had some comments, so I just drew this up. I had Mike Lucas look at it and he changed a couple of things. I showed it to Paul right before the meeting. Their idea was to get some vine plant material.

Mr. Paul Armstrong stated we are going to put jasmine on the side and on the back side, so when you are looking at it from the sidewalk side you don't see the back of the scoreboards.

Mr. Veazey stated and there will be trellis across the top. With lattice on the back, are you going to be able to get there?

Mr. Paul Armstrong responded yes. We will have a door on the side of it, so we can open it up and walk behind it. The lattice will have a hinge on it.

Mr. Hayes stated I think it is going to look more impressive than what you were originally talking about.

Mr. Paul Armstrong stated I was telling Mike that we could go to Buchanan Signs and have them build us a nice plaque to put on top of it.

Mr. Veazey stated I didn't take into account how you were attaching these clocks.

Mr. Paul Armstrong stated they will all attach from the backside, so you won't see any bolts.

Ms. Bock asked will this be painted or natural?

Mr. Paul Armstrong responded we are going to paint the wood the same color as the building. My recommendation was to put on two or three coats of primer or sealer on and then two or three coats of regular paint on.

Mr. Veazey stated you need to watch the pressure treated wood. You almost need to let it dry out for a month or two before you paint it.

Mr. Hayes stated I think we should paint it white.

**TWELFTH ORDER OF BUSINESS                      Financial Reports**

**A.    Balance Sheet and Statement of Revenues & Expenditures for the Period Ending April 20, 2012**

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of April 30, 2012.

**B.    Check Run Summary**

- 1.    General Fund**
- 2.    Capital Reserve Fund**

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

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor the Check Run Summary for the General Fund & the Capital Reserve Fund were approved
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**C.    Special Assessment Receipts**

Mr. Oliver stated included in your agenda package are the special assessment receipts. You are 99.16% collected.

**THIRTEENTH ORDER OF BUSINESS                      Next Meeting Scheduled – July 25, 2012 at 6:00 p.m.**

Mr. Oliver stated the next scheduled meeting is July 25<sup>th</sup> but we have been continuing meetings during the construction process. Our continued meeting will be June 27<sup>th</sup>.

On MOTION by Ms. Bock seconded by Mr. Veazey with all in favor the Meeting was Continued to June 27, 2012 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida was approved.
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**FOURTEENTH ORDER OF BUSINESS      Adjournment**

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Secretary/Assistant Secretary

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Chairman/Vice Chairman