

MINUTES OF MEETING
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

A joint workshop between Sampson Creek Community Development District and St. Johns Golf & Country Club HOA was held on Wednesday, January 14, 2013 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:

Mike Veazey	CDD Chairperson
Ed Randolph	CDD Vice Chairman
Tracy Hayes	CDD Supervisor
Paul Armstrong	CDD Supervisor
Bob Sevestre	CDD Supervisor
Shea Knauff	HOA
Amelia Johnson	HOA
Michael Conching	HOA
Pat O'Neil	HOA

Also present were:

Wes Haber	District Counsel
Mike Yuro	District Engineer
Erin Mixson	Art of Living Director

FIRST ORDER OF BUSINESS

Roll Call

Mr. Haber called the workshop to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

Discussion of Sidewalk Repairs, Tree Trimming and Related Issues

Mr. Haber stated the reason we called the meeting is because the CDD has been addressing a problem that I think is being experienced throughout the community. I am less knowledgeable about the locations and the actual problems. Our District Engineer is much more knowledgeable about that. Essentially, there are certain street trees that are growing large and they are causing certain sidewalks to come out of the ground, which could potentially be considered a hazard for pedestrians or otherwise. The CDD in the past has addressed this issue on a case by case basis. They have done that in accordance with the declaration of the covenants and restrictions for the community. Those documents provide that the sidewalk and the

landscaping adjacent to the right-of-way on which the trees are located are the responsibility of the homeowner. The covenants also provide that the homeowner is responsible unless the HOA or the CDD determines that they want to fix some or all of the problems. In the past, the District because they deemed certain sidewalks more problematic than others, has fixed some sidewalks. In some instances, they have ripped out the sidewalk and replaced it. They have done that after they adopted a resolution and that resolution acknowledged the problem with the sidewalks, acknowledged the right but not the obligation of the CDD to do that. It was very intentional on the CDD's part. I have copies of the resolution with me.

Mr. Conching asked when was that resolution made?

Mr. Haber responded it was awhile ago.

Mr. Yuro stated probably two to three years ago.

Ms. Johnson asked because the CDD has been maintaining the sidewalks in a few areas?

Mr. Yuro responded no. The CDD has gone through and fixed a couple of the sidewalks but we haven't been maintaining sidewalks.

Ms. Johnson asked so it is the homeowners responsibility to maintain the sidewalks?

Mr. Yuro responded yes.

Mr. Haber stated the CDD owns the sidewalks. The CDD owns the right-of-way. The CDD owns the roads and the right-of-way on which the sidewalk and the trees are located. The HOA documents are very clear that the maintenance responsibility for the sidewalk and trees is with the homeowner.

Mr. Conching asked so the homeowner is responsible for the maintenance of the sidewalk, as well as the grassy area and the trees?

Mr. Haber responded that is correct. I gave you a letter that my office drafted that sort of summarizes the issue that we are currently discussing and a copy of the resolution. The resolution is dated November 18, 2009. The board has identified through the engineer, who also lives in the community, some other trees that have been problematic. We have discussed how we were going to fix it. The District Engineer actually approached certain homeowners with a waiver and release that said the CDD has deemed your tree to be the most problematic or the tree located in the right-of-way adjacent to your home to be problematic. The CDD may consider fixing it if you are agreeable to signing this release, essentially saying if we kill your tree then we are not going to be responsible to pay to replace it. Essentially, we will cover the cost to fix it

for you but then we don't want to be responsible for all the other outcomes. Homeowners weren't pleased with that release. I don't think they understood the fact that they are responsible for all of it to begin with that the CDD was agreeing to step in to try and offset some of those costs. As we continued to discuss it, there were a number of comments that were raised by the audience. The CDD has a limited budget. It was explained to the CDD that it is not a CDD obligation and it is really a homeowner obligation. I think in large part why we are meeting with the HOA today is with it being a homeowner obligation, we view the HOA as the entity that would enforce the homeowner's obligations to maintain the sidewalk and to maintain the trees. In reading the covenants I think that your ability to do that is an ability that the CDD does not have. While the CDD has the right to fix it if it so chooses to fix it and the CDD has the ability to levy an assessment over the entire community to fix it, what we don't have and what the HOA does have the ability to do is to tell a lot owner that they are obligated under the covenants to fix the sidewalk and if they don't do that then you also have the authority and the ability to do it yourself and then levy an assessment on that lot owner only as opposed to the entire community. In light of the shared desire to address the problem but the sort of different powers each entity has to deal with it, we just wanted to open up the conversation and see if we can figure out a way to resolve it. At our last meeting there was a discussion that perhaps the HOA can kick off the process of identifying the trees. Reaching out to the residents and letting them know what their obligations are under the covenants and seeing if they are going to be willing to abide by those obligations. One thing the CDD loses control of by shifting it to the HOA instead of doing it ourselves is the manner in which it gets fixed. By that I mean we have ripped out sidewalks and replaced them entirely. There are other methods of fixing the sidewalks that may be less expensive.

Mr. O'Neil asked didn't the CDD agree to fix the sidewalk but with the release of the liability for the tree if it gets damaged?

Mr. Haber stated I think Mike explained to the board at the last meeting that it was not well received when he spoke to a few homeowners. From what I understand that is no longer the offer. I think the offer now is that we wanted to have this meeting and sort of workshop to see what we would do and then the board, based on the discussions we have here, may still be agreeable to doing that. They may want to see if the HOA can enforce it through its own enforcement mechanisms.

Mr. Yuro stated my recollection is what you just said that the board decided to step back and then have this workshop to see about which way to go.

Mr. Veazey stated two meetings ago, we sent him to go out and between that and the last meeting, he went out and got a lot of resistance. The sidewalks are being lifted by the trees. The CDD went out and got an arborist. We got prices. The idea was to cut the root where the sidewalk is being lifted, which would leave potentially three other sides of the roots going out for the tree to survive. Where we have gotten into the big discussion is most of these areas are in the old phase one and those are the oldest trees and some of them are huge trees now. Some of them are \$20,000 trees. If you cut the root and the tree dies then what are we going to do then? Is the CDD going to bring back a big tree? Are we going to do a little tree, like the builder put in? Then we started getting into utilities and if we pulled the tree out.

Ms. Johnson stated we require per the covenants a certain size tree in a certain location, which means we would have to rewrite our covenants to allow a younger tree in a different location.

Mr. Conching stated if we don't put a tree back in the same spot then we are going to have a weird tree line down the street.

Mr. Yuro stated twice already, we went back and made some repairs. The first two times, we tore out the sections of concrete and poured new concrete, so if you had two sections of concrete and there was a lip, we pulled out the lower one and poured to higher lip in most cases and that has worked in some areas and they are fine. There are other areas, like the one on St. Johns Golf that we fixed a year or two ago and it already has a three inch difference. In order to not repeat the same issue and have it come back in a couple of years that is when we got the arborist involved, who said if you don't want this root to do the same thing in a year or two then you have to cut the roots. Cutting the roots and the possible damage to the tree is what has really complicated things.

Mr. Conching asked when you talked to the arborist are you talking about cutting a bunch of roots or are you talking about just cutting one?

Mr. Yuro responded they were talking about cutting the roots and potentially putting a root guard in. The arborist thinks they can do it successfully. They would want to do it in the winter months when the trees are mostly dormant anyways but they will give no guarantee that the tree will live.

Ms. Johnson asked what is the price difference to have an arborist come in and take the roots and then have them put in a root barrier as opposed to a slab of new concrete?

Mr. Yuro responded it is about an extra \$500 to \$600 per tree. I have identified 42 sections of concrete right now. Each section of concrete is about \$500 to pour the new concrete and it is about another \$500 to \$600 to have the arborist cut the roots.

Ms. Johnson asked so you are talking about doubling the cost?

Mr. Yuro responded yes.

Mr. Conching asked so if you had a tree that was coming up like this, could you not rip out the concrete and dig along that root far enough, so you could drop that root a little bit and redirect it down?

Mr. Veazey responded most of these roots are the big ones that are not down. If you were to ask the arborist they are probably going to say you are better off cutting it than trying to shave it and go back over it. The big thing we dealt with was the size of some of those trees.

Ms. Johnson stated there is a lot of stuff involved.

Mr. Veazey stated we didn't get prices to grind the roots. We went down the road of the trees are going to survive and as we got more into it, it became more likely that out of all of the trees one is going to die.

Mr. Conching stated then maybe we need to play the odds and be okay with a couple of failures versus trying to do something to prevent 100% of them.

Mr. Veazey stated Mike had come back and said how about grinding down the sidewalk. I was one of the ones that was opposed. Basically if you grind down, you are going to see the aggregate. The more we are getting into this, the more I am totally changing my mind back saying we just need to let the resident know that this is what it is going to look like if we grind it. Mike and I met out in the community over the holidays. We started to think we would be better off going back and replacing some sidewalk. Grind the ones that we think can be ground and forget this whole other cut the root and dead trees and then see what happens in a year.

Mr. Yuro stated out of the 42 locations, there is probably a half a dozen to a maximum of 10 that I would say that we probably need to replace the sidewalk on. The rest of them I think could be ground and would be okay. On the ones that we do have to replace the sidewalk on, I don't know how much more out of the ground the roots are going to come, so instead of taking

out two sections of sidewalk if you took out four sections of sidewalk and ramped the sidewalk up to cover the root a little bit then that may be an option.

Ms. Johnson stated just from a cost standpoint, even if we had to replace the sidewalk twice over the period of five years it seems like that is going to be cheaper than taking a tree out and putting a new tree in because in five years it could be doing it again.

Mr. Yuro stated if you have to take out a tree and replace a tree, you are talking about multiple thousands of dollars.

Mr. Armstrong stated you also have the liability on the homeowner. Let's say that one tree decides to come up just an inch and someone trips on it then that is liability to the homeowner.

Mr. O'Neil stated you also made a comment about a root guard. If that was one of the options then how deep is this and what is the potential for the root to grow underneath it and do the same thing again?

Mr. Yuro responded I think they are about 12 to 18 inches. The idea is that it directs the root either down or around.

Mr. O'Neil stated they are a surface root tree. I did look into that. They said they don't really go down more than 15 or 18 inches.

Mr. Yuro stated the worst spot in the whole neighborhood is right there at the intersection of Drurry and along St. Johns Golf Drive. That one has sidewalks on two sides of it. Two sides would have to be cut and then you have the street on the third side. The roots are not heading towards the street because there is no water there. Cutting the roots just started to get to be more and more of an unappealing option.

Mr. O'Neil asked are you talking about that corner right there? If you have that one tree on that corner if that tree were to die we could also move that into the corner lot right?

Mr. Veazey responded you would have to move it into the yard. From the right-of-way 10 foot back is the utility easement, so now you are back here because you can't do it right over the utilities.

Mr. Yuro stated the back of the sidewalk is basically the right-of-way line, so you would be putting these way up in the yards.

Mr. Conching asked when did you guys fix the sidewalks the last time?

Mr. Yuro responded it was a year ago. The last two winters we fixed sidewalks and this year as I was looking at other areas that were starting to come up I noticed that several of the ones that we had fixed are starting to come up again.

Mr. O'Neil asked so do you think within two or three years we might still have that problem?

Mr. Yuro responded it is hard to say. Many of the areas that we fixed are looking great. There are a lot of sections, where there is a big tree and we didn't fix them.

Mr. Conching asked so how many have you fixed and how many do you think have started to come back up? 5%?

Mr. Yuro responded probably.

Mr. Conching stated 5% is not bad. If you guys fix 20 and you are only getting a few popping up again then maybe we are over thinking this thing a little bit.

Ms. Knauff stated I think so too.

Mr. O'Neil stated downtown Jacksonville had the same problem with the sidewalks being pushed up and they came in and grounded them and it is not bad. You can see the aggregate.

Ms. Johnson stated but it is inexpensive. It is quick and it solves the problem.

Mr. Yuro stated over the holidays I went up to Fernandina Beach in their downtown area. Their sidewalk is that real heavy aggregate deliberately. All throughout it they came in and used a grinder and cut the edges.

Ms. Knauff stated I was the first one he came and talked to. I said I am not going to sign that waiver and be responsible for a \$15,000 tree. It has to be done because my daughter was on her scooter and she came running in the house with a bloody mouth. Something has to be done but I don't want to be responsible for a tree that shouldn't have been planted where it was planted in the first place and that tree has already been moved once. My piece is right on my property line with my neighbor. That piece of cement has never been replaced.

Mr. Yuro stated most of the ones that we have replaced haven't become an issue again. It is new areas.

Ms. Knauff stated and you have homeowners that can't afford that if a tree dies. They can't afford that and I can't afford that.

Mr. Veazey stated no one is expecting to do a \$15,000 tree. You can get one for \$400 that is installed.

Mr. Haber stated I think we can all be in agreement as to how the issue should be addressed from a grind versus a pull out and replace. The obligation sits with the homeowner. Enforcing that is the HOA entity's job, so I think the CDD can under the terms of its resolution decide to pay for it but you don't have to.

Mr. Armstrong stated that is my biggest question. How many times do we have to keep digging in our pockets to fix these?

Mr. Haber responded yes and I think that is why we are here today. The next question is how do we logistically get this done.

Mr. O'Neil stated my question would be, what is the timeline of getting this done?

Mr. Yuro responded if we are grinding or replacing sidewalks it doesn't have to be the winter months. The winter months was only if we were going to be cutting the tree roots.

Mr. O'Neil asked how much is it to grind it?

Mr. Yuro responded there are different ways to grind it. I haven't called anyone. You can rent a grinder and they are not expensive to rent, so that is one option. I can also call a contractor for a price. They would probably charge you per day.

Mr. Veazey stated part of it is making sure that on the reserve side that we have money in a budget set every year that we need \$5,000 to do this or whatever it is. The next step is does the CDD and/or the HOA need to send notice out to these residents letting them know that it is their responsibility and that they are responsible for the sidewalk?

Mr. Haber responded what we say is we are entitled to but not obligated to. If you read section four, the District reserves the right to revoke by either motion or resolution. At the next meeting the board could say we revoke this resolution. This was done for the benefit of the community. It wasn't done because the District has chosen to do this. It can continue to do it. We are doing this, this one time and as we continue to look at it, we may turn back to the HOA and the lot owners because that is really who the responsibility is on. I think it is important to note that I don't think this resolution sets a precedent that somehow this has become the CDDs obligation. I don't think it has.

Ms. Johnson stated I want to go back to having the homeowner pay for it. So we send out a letter and we say you are obligated to fix the sidewalk. We have identified this section. It needs to be replaced. It is going to be \$500. We need to then ensure that it is uniform, so do we say you have to use such and such a person and this is how much it is going to be and what if

they choose not to do that? I am only saying that because I am coming off of two years in code enforcement and I know that you can talk to someone until you are blue in your face and you can send out all the letters that you want but they can just choose not to do it. Then it is another liability because then you still have this buckled sidewalk and it is not fixed.

Mr. Yuro asked could the HOA really tell them how to fix it?

Ms. Johnson responded that is why I am saying.

Mr. Conching stated I don't know that we want to go to jumping into making the homeowners pay for it yet. What I think we should do and I think we are all on the same page of grinding it down. Let's keep the costs down. Let's not open up the big can of worms and understand the role of each of these entities. What if we as the HOA board send out a letter explaining the homeowners responsibility for these different areas? We would explain to them the problems. We could explain to them the options of if we replace the tree then there is the potential long term liability with replacing that tree and you would be responsible for it. Then suggest that the CDD has volunteered to come up with the solution of grinding down the sidewalk. It will be at no cost to you. They will come out and do it within the next couple of months or whatever the case may be but we want to let you know that it is going to look ground down. It is going to have some aggregate look to it. It won't be uniform. You can sign the approval.

Ms. Knauff stated I don't think you bring up about paying for the tree.

Mr. Haber stated I would want to be clear that they are agreeing to the grinding down but they are also acknowledging that the CDD is agreeing to do this; however, the CDD is not agreeing to take on the full responsibility that the lot owner has under the covenants. If this doesn't work then it is still the lot owner's responsibility.

Mr. Conching stated so this letter can solve a couple of things. It would make them aware that they are liable or responsible for all of those areas. It will also make them understand that if it doesn't work that they have to figure out another solution or come to the board. Then let them know that we are possibly willing to fix it without any cost to them.

A resident asked what happens if you come out and you grind down my sidewalk and my tree dies? I am going to blame you. We will fix it with release of liability if the tree dies or anything happens then that is one of my concerns.

Mr. Conching stated stick it in the letter.

Ms. Knauff stated I do not like that.

Mr. Conching stated it is not hurting the tree.

Ms. Knauff stated there are trees that have died and they have been replaced. Ours has been moved already and it never had irrigation in the first place.

Mr. Haber stated if you don't do it then it is your responsibility anyways.

Ms. Knauff stated you basically have no options.

Mr. Veazey stated you do. Your option is to go pay for it yourself and do whatever you want.

Ms. Knauff stated that is what I am saying. You have no options for a tree that was planted incorrectly in the first place. The tree should not have been planted right there in the first place.

Mr. Veazey stated there is nothing we can do about that now.

Mr. O'Neil asked if the curb cracks would the CDD have an obligation to fix that?

Mr. Haber responded the way I view it and I think the intent of the CDD when Mike originally went out was the CDD viewed that they were doing the residents a favor because all of it is the resident's responsibility. The CDD was going to pay for the initial cost and it was actually much more expensive than just grinding it. The CDD was looking to pay for the removal of the sidewalk, the removal of the root and replacement of the sidewalk in exchange for this release. What we are saying today is not dissimilar to what we said before other than the fact that we would be looking for substantially the same release but we are only going to grind the sidewalk, which significantly decreases the likelihood of the tree being affected in any way.

Mr. Yuro stated the unit prices to replace the sidewalk sections was cheaper than I had remembered. It was like \$150 per five foot panel to remove and replace them. What I will try to do before the next CDD meeting is get some comparable prices. I think we need to either remove and replace the sidewalk or grind them. I don't know that we are ready to make a final decision yet. The old bids were based on comparable number of sections to be repaired. It was like 30 odd sections to be repaired versus 40 now but these are a couple of years old, so I would like to go back to the contractors and have them update their unit price and compare that against grinding. I think everyone is agreeing either one of those two methods as opposed to touching the roots.

Mr. Haber stated I think we could leave here with two action items. As I mentioned because it is a workshop, even though we have a quorum of the board, they can't take any action, so it wouldn't be until next Wednesday that the board can meet and approve the expenditure to do this repair. In the meantime I don't think it is a bad idea for the HOA to send that letter. If I could review it and make sure I agree with the explanation of each entity's responsibilities and obligations then we could maybe have that in time for the meeting on Wednesday for the board to approve all of it in one swoop. I can send you a copy of the release we use and then you can see the language in there of the coverage the District will be looking for.

Mr. O'Neil stated I think that most homeowners believe that it is the community's responsibility and not theirs.

Mr. Yuro stated I understand the letter to notify the residents, particularly if we end up doing the grinding, so they are aware of the look but is a waiver really necessary? Is that just something we should have done in the past?

Mr. Haber responded I don't know that we need to do it. I think the more we put folks on notice that we are doing this on a limited basis and that we aren't setting a precedent for this becoming a CDD obligation, the better off the CDD is. The last time we did it, this resolution was fresh. We sort of put everyone on notice. The resolution is two to three years old now, so I don't think it is a bad idea for the CDD to put the residents on notice that we are here for the community and that we are agreeable to do this but please note this does not change your obligation under the covenants and acknowledging that fact.

Mr. O'Neil asked, "Mike, shouldn't we have a criteria with the HOA of what can be grinded and what can't be grinded depending on how high it is risen?"

Mr. Yuro responded the sidewalks are four to five inches thick. With two inches you are probably still fine. If you get more than half way then you are probably compromising the integrity.

Mr. Veazey stated you can kind of tell by the lip. You can judge each one. You can say if it is two inches then we replace it and if it is less than two then possibly grind. You can go measure each one of them if you wanted to.

Mr. O'Neil asked what happens if a resident says I don't want you to touch it and they do it themselves and grind down four inches?

Mr. Yuro responded then if it deteriorates then you go back and say you have to replace it.

Mr. O'Neil stated this looks to me like a no brainer because no matter how you cut it the homeowner is against the wall. The CDD said we are going to help you out but only under these conditions, so I am signing the letter.

Ms. Knauff stated the problem with the letter was that it was we are going to do this and then you are going to be responsible for a tree that dies.

Mr. Yuro stated the fact that we aren't touching the roots anymore I think it almost negates the need for a waiver but if we are pulling up the sidewalk, the root is right underneath, so there is a chance you are hitting the root as you are pulling up the sidewalk.

Mr. Conching stated I don't know that it is a waiver that we are asking them to sign but it is the acknowledgement that you understand what we are doing here and that you understand this is the most cost effective way to try to fix the problem and if it doesn't fix the problem then we will have to revisit it.

Mr. Haber stated and I think a further acknowledgement that we are going to try and fix it but if it doesn't work then your responsibility within the HOAs documents still fall on you.

Ms. Knauff stated but if it doesn't work then you guys are going to discuss it again. It doesn't need to be worded on the defense.

Mr. Conching stated as a homeowner if you grind my sidewalk down and my tree dies and I sign no liability or say I acknowledge you are doing it then without the liability in there then I am coming after you.

Mr. Veazey asked so the letter comes from the HOA?

Mr. Haber responded it could maybe even be a joint letter from your HOA and your CDD.

Mr. Veazey asked so does their attorney need to look at it or are you guys comfortable if Wes drafts the letter?

Mr. Haber responded I would like to review it either way but I think it probably makes sense for me to work with someone from the HOA to put whatever we are going to send out together and try to get it to you guys for your meeting later in the month to approve the expenditure for the repairs.

Mr. Armstrong stated as a homeowner, I would love to see this thing get done as fast as possible.

Mr. Conching stated if you draft the letter then I can make sure it has all of the homeowners stuff in it and then we will put it together. I don't have a problem with it coming from both of us.

Ms. Johnson stated I think that sounds better.

Mr. Veazey stated I think it should be together as the community.

Mr. O'Neil stated you draft it in such a fashion that a situation has developed at no fault of anyone here. Then say we would like to fix this together.

Mr. Haber stated because it is a lot less impact on the actual tree, I can try to tone down the language.

Ms. Knauff stated I think you should. It shouldn't come out so legal. It needs to have a little bit of an HOA flare on it.

Mr. Haber stated I will try to tone it down. What I may do is try to make it a letter with just an acknowledgement.

Mr. Yuro stated I would explain that we are taking every precaution to not impact the roots of the tree at all and fix the problem at no expense to the homeowner and for this effort, they acknowledge if something unforeseen happens.

Mr. Armstrong stated and we probably should add in there that the problem is to a point now that it is serious and we need to get some of these sidewalks fixed as soon as possible.

Mr. Yuro stated I think in the past the damages have been very minor and if they damaged sod, we had it replaced in the past. Anything that the contractor has damaged in the past, they fixed it.

Mr. O'Neil stated and you never know if someone were to whack a sprinkler head.

Mr. Yuro stated I will tell you one thing that has come up in the past that probably needs to be included because it has cost us before is kids going out and writing in the wet concrete. It was to the point that some homeowners called complaining. We had some homeowners that were adamant and we ended up going back and tearing up the brand new concrete and re-pouring it again. I would put something in there that says once it is poured, we can't control if someone rides a bike through it or if there are tire tracks or dog prints. We need to let them know that we

aren't going to be re-pouring it again because someone else drew something on it. We did come out and grind some off because people put lettering all over some.

Mr. Conching stated we are trying to do the negotiations for the cable. At some point when we make that decision Litestream may be gone. I am not sure if they are going to want to tear out their stuff, which is your responsibility, right?

Mr. Yuro responded I don't know that they are allowed to tear it out.

Mr. Armstrong stated if Litestream abandons the cable service out here, it is their lines. They own the lines. They cannot come out and rip out the lines. They can take their hardware that is above the ground. If Comcast was to come in, they would have to put in their own lines or work something out with Litestream of buying their old lines.

Mr. Haber asked do we own the property on which the easement is located?

Mr. Yuro responded some of them we probably do. The easement is outside of the right-of-way but they are going under roadways and then there are other common areas that would be us, so we would be involved much like an individual lot owner.

Mr. Conching stated we are hoping to have a decision by June of this year and then have that infrastructure put in by the end of this year.

Mr. Veazey asked when is our deal done?

Mr. Conching responded at the end of this year.

Mr. Veazey stated Palencia is going through this. I think their agreement was done right before St. Johns Golf did theirs, so they are going through the exact same thing. Dan Jones can talk to you guys if you want to compare notes. I work with Dan a lot. He is the Hines Property Management Representative there.

A resident stated Comcast tried to buy Litestream before and Litestream gave them an extremely high price and they said it wasn't worth it.

Mr. Armstrong stated I worked for Comcast awhile back. The reason Comcast is interested is because you have an HOA that is paying, so you know you are going to get your money every single month and whether you want their cable or not, you are still paying for 800 homes.

THIRD ORDER OF BUSINESS**Discussion of CDD, HOA, and St. Johns County Roles in Management of Golf Cart Usage in Community**

Mr. Veazey stated we have gone through the process of making this a golf cart approved community. We have gotten to the point, where I think the County has the ordinance.

Mr. Yuro stated in order to become a golf cart community, you have to have an engineering study done. The County has to approve the study and then certain improvements may or may not need to be made. In our case, we have submitted the study and the County has approved it. That study calls for improvements to be made that would include adding signage to the neighborhood to designate it as a golf cart community and we also would need to add a cart path to connect Stonehedge Trail Lane to Leo Maguire. Currently, the County has approved our study and the right-of-way permit application has been submitted. Within a couple of weeks, we could technically start if the board at the next meeting approves the expenditures.

Mr. Haber stated while the CDD owns the roads and because we own the roads we needed to submit the application to have the roads deemed legal for golf carts, that is more or less where it ends with us. Once they are deemed legal for golf carts, it is not legal for golf carts just for residents. In other words, if someone who lives outside of the community wants to bring their golf cart in the community just to ride it on our roads, they are allowed to do that. We don't have any police authority over anyone who is using the golf carts on the roads, once they are deemed legal. There has been some discussion of some enforcement mechanism for golf carts in the community. The CDD owns all of these improvements. If we want to set up a golf cart parking area, we could provide decals and say if you want a decal then your golf cart needs to comply with all of these rules and if you don't follow those rules all the CDD could do is take away your decal. You could still ride your golf cart on the road but you are not going to be able to take advantage of the parking. We are fairly limited on our enforcement. There have been other discussions on sort of a voluntary organization to regulate the golf carts. I don't think that is something the CDD could do. We are limited unit of government. We can only do what is set forth in our establishing laws. The reason I think we can do our permit for our recreation facilities is because I think that would fall under our authority to govern our recreation facilities. I think the HOA may have some more flexibility. It looks like assuming the CDD board moves forward and wants to make the improvements necessary to have the road deemed legal for golf

carts that golf carts will be legal but the CDD is going to be fairly limited on its ability to regulate. It may be something that the HOA wants to consider.

Mr. Yuro stated we will post something when we get to that point.

Mr. Conching asked the rules that go with the golf cart community?

Mr. Yuro responded correct. The biggest rule is you have to be a licensed driver, which is per County statute.

A resident asked is there something about seatbelts?

Mr. Yuro responded no. One of the biggest complaints I have had is on underage kids driving the golf carts.

Mr. Conching asked did you guys have any ideas on how we would enforce that?

Mr. Haber responded the enforcement of everything he just mentioned is for police. They can pull you over. It is going to be their job to enforce all of the things he just discussed.

Mr. Veazey stated I think part of the problem is the club owns the parking lot, so you can't really do the CDD agreement there. He doesn't think we are legally able to do anything. I don't know that there is a way that you can make someone sign off once we make the public streets golf cart approved. It is really just pure pressure of some organization.

Mr. Haber stated it was Supervisor Hayes, who asked for this to be on the agenda. I didn't have the opportunity to discuss with him what he wanted to discuss. He may have another angle on it that he will raise at the meeting.

Mr. Conching stated I like the idea of having the privilege of having that sticker, which allows you to park.

Mr. Veazey stated we don't own the current parking. The only way we could do that is if we created something else.

Mr. Conching asked since you guys are responsible for the common areas and something happens on that property, do you have any way to enforce that?

Mr. Haber asked do you mean if they drive on the soccer field and we don't want them on the soccer field?

Mr. Conching responded yes.

Mr. Haber stated we adopt rules and policies that say to golf carts on the field and there are penalties, such as you can lose your right to use the recreation facilities. I don't think we could connect our enforcement to the payment of the operation and maintenance fees but

separate fees that the District may adopt, you can enforce your rules based on those fees just not O&M and debt.

Mr. Conching stated if you threaten a homeowner with the loss of the rights to use this area and not have the card then that is a pretty big threat.

Mr. Veazey asked if they set up a committee and they are putting stickers on, could we do a policy that says you can't park on the field or CDD property without that sticker and kind of back up their enforcement?

Mr. Haber responded I think so.

Mr. Veazey stated so maybe that is the way to go. The club owns the parking lot, so they could park there and scoot around the deal but at least we could back it up with something like that.

Ms. Knauff stated I would think most people would register it if you told them register it.

Mr. Veazey stated that is kind of what we thought. Other communities get a high participation rate because it is nominal. You aren't trying to make money off of them.

Ms. Johnson stated at the last CDD meeting I think I was the only HOA person there and I said we should be working together. Can we set up a reoccurring meeting, so we can talk about things?

Mr. Veazey responded we could but every time we have one of these meetings it is costing us money.

Ms. Johnson asked but you could add us to the agenda during your meetings, right?

Mr. Veazey responded yes. You could ask GMS to put it on the agenda. If you guys have something you want to talk about then let's get it on the agenda then that way maybe we can be prepared.

FOURTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned at 7:13 p.m.