

MINUTES OF MEETING  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was convened on Wednesday, January 23, 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	Chairperson
Ed Randolph	Vice Chairman
Tracy Hayes	Supervisor
Paul Armstrong	Supervisor
Bob Sevestre	Supervisor

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Mike Yuro	District Engineer
Erin Mixson	Art of Living Director
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

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

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

Mr. Yuro responded on page 13 at the bottom it shows Mr. Hayes was speaking but it was me.

*Mr. Armstrong and Mr. Randolph joined the meeting.*

Mr. Armstrong stated on the first page we were talking about the Sunshine Law and we talked about phone calls and letters. That also includes texting and phone calls, right?

Mr. Haber responded yes.

On MOTION by Mr. Veazey seconded by Mr. Armstrong with all in favor the Minutes of the November 28, 2012 Meeting were approved as amended.

## **NINTH ORDER OF BUSINESS**

### **Update Regarding Sidewalk Repairs**

Mr. Haber stated just by way of background, we had a fairly detailed discussion at the last meeting regarding the issue the community is facing with respect to trees growing in, the roots growing on the surface and causing some damage to the sidewalks. The District has dealt with that issue in the past by using the authority it was given in the covenants and restrictions to fix those sidewalks if it chooses to. The District adopted a resolution, which essentially states that if the District chooses to fix the sidewalks it can in its sole discretion, and that it is not obligating itself to fix those sidewalks and at any time that it wants to that it can revoke the resolution entirely. It has on special occasions, where the sidewalks were in particularly bad shape, fixed the sidewalks. Subsequent to fixing the sidewalks, it was brought to our attention that there are additional sidewalks that are in need of repair. At a previous meeting, the board indicated a willingness to fix the sidewalks with the understanding that any homeowner whose home is adjacent to the sidewalk that is being fixed would sign a release to the benefit of the CDD that essentially says we understand that you are fixing our tree. We will release you from any claim we have against the District for damages, whether it be to the sidewalk, the tree, etc. That waiver, in my opinion and I think the boards finding was that it was appropriate because the covenants and restrictions that are recorded in the public records for this community provide that it is the homeowners' responsibility that is adjacent to the sidewalk to maintain the sidewalk, which would include fixing any damage to the sidewalk, as well as maintaining the landscaping, including any trees in the right-of-way. The right-of-way is owned by the CDD. The sidewalks are owned by the CDD. The obligation to maintain them falls on the lot owner that is adjacent to that right-of-way. Mike Yuro was nice enough to go to the homes that had the issues with the sidewalks and a number of homeowners were not pleased with the language in the proposed release and were unwilling to sign the release for the benefit of the District. At the last meeting, the board identified the fact that really the CDDs willingness to repair the sidewalks is completely voluntary and it is really for the benefit of the entire community. If the CDD wanted to it could say we are not going to do it and allow the responsibility and obligation to fix the sidewalks fall on the homeowner and it would be upon the HOA to enforce the covenants to require the homeowner to do that. One thing that was noted at that meeting was if the CDD pays

for the fix of the sidewalks that is something that comes out of the general budget, which is levied across the entire community. One power that the HOA has is that it can levy an assessment on an individual homeowner for its responsibility with respect to the sidewalks. Essentially what the board directed us to do was to schedule a meeting with the HOA and the three HOA representatives that we met with are here today. We held what is called a workshop, which is a meeting between the District board and the HOA board for the purpose of discussing this issue and the best way to deal with the issue as a community. The HOA board and the CDD board directed me to draft a letter. The concept was that it would be a joint letter from the CDD and the HOA to any homeowner that has a lot that is adjacent to damaged sidewalks. It really explains the situation. It explains what the obligations are as it relates to fixing the sidewalks. It explains what the CDD is willing to do to fix the sidewalks. The problem that we are dealing with is the sidewalks are uneven, so the CDD in its discretion would either shave down the sidewalks to make them even or rip up the cement and replace the cement. At some point there was a discussion of shaving down tree roots and the impact that may have on the trees. Ultimately it was decided that we weren't going to get into that and we would just deal with the sidewalk issue, while we couldn't make any guarantees that the shaving or the replacement of the sidewalk wouldn't impact the tree. I drafted a letter that I shared with the District Engineer, the Chair, the HOA representative and Jim Oliver. I got some comments and I circulated it to the board yesterday afternoon. After I circulated it I got some additional comments from the HOA rep that I sent out this morning, which showed a comparison between the letter that I originally sent out and the letter with the HOA's proposed changes. What I am passing out now is the comparison between the original letter and the HOA letter. I also have the original letter, as well. We have the HOA representative at this meeting to discuss those changes. The email that we received from the HOA representative was that he shared the draft letter with some residents and they thought it came off a little harsh. He made some changes to soften the letter. A number of the changes I think are fine and do soften the letter. The two big changes that were made to the letter from the letter as I drafted it included a summary of what a lot owner's obligation is under the covenants and then it quoted directly from the covenants as to what those are. That entire section was cut out. It consisted of the second, third and fourth paragraphs of my originally drafted letter. Some of that language is helpful because I think it is important for a lot owner to know that the CDD and the HOA are working together to provide this benefit to a lot

owner because the work that the CDD has offered to pay for would otherwise be the lot owner's responsibility. The other most substantive change that was made to the letter was in the paragraph that includes the numbers that enumerates what a homeowner or lot owner would be agreeing to as it relates to the District doing the work. When I came away from the workshop between the HOA and the CDD, it was my understanding at least from the CDD board that there was a concern that the CDD wants to make sure that if we are going to do this work that residents know we are going above and beyond what we are obligated to do and that we are not opening ourselves up to any risk associated with doing the work. In those conditions, we provided that the CDD will make every effort to make the repairs without damage. You waive any claim against the CDD for any damage and additionally, you waive any claim against any contractors of the CDD. That is in essence, the two provisions of that letter that the HOA representative crossed out. In my opinion without those provisions I think the CDD is opening itself up to more risk than you were willing to take on. If my understanding of what the CDD is looking to do is correct then my recommendation would be not to remove those two provisions from the paragraph. The other three were left unchanged and I think it is important to leave those three in there. That is a summary of where we are and my thoughts on it. I have shared those thoughts with the HOA representative. I responded to his email, so at this point it is up to the board to decide what it wants to do. Because it is a joint letter between the HOA and the CDD, we thought it made sense to get the HOA representatives' input at tonight's meeting.

Mr. Veazey stated at the workshop, the last meeting we were going down the road of possibly cutting the tree roots. Mike Yuro and I went out in the field and started looking at some of the issues and the complications that came up as we discussed it at the last meeting with utilities and what size tree you are going to replace it with, where I think when we got to the workshop, we kind of went down the road of maybe we should go back to what was thought about a year ago and that was grinding down the sidewalks instead of trying to cut tree roots. The repairs might last. It might be an issue in a year but at this point I don't think we are ready to replace trees and cut roots. That is how we got to this letter.

Mr. Armstrong stated one other thing we discussed is in certain cases, where the tree roots are really big and where they have pushed the sidewalk up a lot that replacement rather than cut the root would be to ramp it up. We would leave the root alone and then remove the two sections of the sidewalk and then ramp up over, where the big root was growing up underneath

the sidewalk. There are some cases that Mike found, where that situation would require the ramping up over the root.

Mr. Veazey stated if it is just a little lip then we are just going to grind it down. In severe cases, we will ramp up a little bit to the top of the tree root and leave all the roots in for now.

Mr. Randolph asked so no grinding or cutting of the roots?

Mr. Veazey responded no, nothing on the tree roots.

Mr. Haber stated I think the big distinction is touching the trees versus not touching the trees.

Mr. Randolph asked was the tree cutting that the primary cost in each section?

Mr. Yuro responded yes. It was about \$500 per location. I did get some additional quotes from contractors to remove and replace a five foot section of sidewalk. It is just under \$110 per section, so it is not that expensive. We were going to be adding to that \$500 to \$550 per tree location. There are some sections, where we could remove a section and pour up to the higher sections and there are other sections, where we may remove two or three sections if we have to ramp up. Most of the contractors did not quote grinding the concrete down. One contractor did and he gave me a price of \$120 per five foot joint, so it could almost be cheaper to remove and replace the concrete than it is to grind it. It may end up being more economical to not grind it but just replace it but to replace it we are talking about \$110 per five by five foot section.

Mr. Randolph asked is ramping it up just for aesthetics?

Mr. Yuro responded no. It was really to protect the tree roots. There are a couple of sections where it is a two or three or more lip because of the root sticking up. For a root sticking up that high, we thought we would take out two or three or potentially four sections of sidewalk to let that sidewalk gradually ramp up over it.

Mr. Veazey stated if we are grinding then we need to make sure that the resident that we are grinding in front of is aware that the aggregate is going to show. Up at Fernandina Beach, they have it all over the place, where they have the same issue as we have and they have grounded it down. There is a layer of cement on top that gives it the broom finish. As you start grinding down, the aggregate that is in the concrete is going to start being exposed. It is a smooth finish but the aggregate will be exposed.

Mr. Conching stated let me just explain why we adjusted some of the parts of the letter. The first paragraph was fine. The second and third paragraph we took out because we felt that section of it was a little too threatening. It was talking what the covenants say, this is how we can fine you, we can impose a fine and suspend your rights and privileges. It just seemed to threatening. In the next paragraph it says as a property owner you are primarily responsible for maintaining and repairing the sidewalk in front of your property, so it says that you are responsible as a homeowner. The two first conditions we took out. The first one was while the CDD will make every effort to make repairs without any damage to your property and the right-of-way, the CDD cannot guarantee that this will be the case. The second condition is you waive any and all claims against the CDD and its contractors for any damage that might occur either to your property or the right-of-way including but not limited to damages to any trees in the right-of-way or on your property. I guess what we thought about was if we are hiring a contractor to do this work then the contractor is responsible to do good work. If they damage the sod or they do something to stain the concrete then that is their responsibility as a contractor to fix it. We are basically saying to the homeowner that no matter who we hire if they mess up they have no rights to go after that contractor. We are basically taking all of their say out of it. In the third one it says the CDD is making these repairs as a one time basis and the fact that the CDD is repairing the sidewalk on this occasion does not mean it will or has any obligation to do so in the future. We left that one. We totally agree with that. The CDD is stepping up to do this for the neighborhood and that is great.

Mr. Armstrong stated my concern is taking that particular section out then what good is the letter for the CDD because then we are not claiming that we don't have responsibility and we are not liable. We are not liable if the tree breaks or the tree dies. You are basically putting us in the same situation that we were in before.

Mr. Conching stated I understand that but I also understand the homeowner's perspective on that that if someone was to come and do work on their property that they want to have some way to go back on it also. They don't want to just say you go ahead and do whatever you want to my property and I can't touch it. There is a little bit of give and take here that I think we need to offer to the homeowners. I am all about protecting the CDD and its liability and the homeowners association but you also have to look at the homeowners perspective on it. You can't protect one party and throw the other one under the bus.

Mr. Armstrong asked but aren't we helping them out?

Mr. Conching responded absolutely. Maybe there is different language that we can use then.

Mr. Haber stated we can try and play with the language a bit but I would want to be absolutely sure that the board is getting that level of protection that they are essentially receiving a waiver from the homeowner.

A resident stated it seems like you kind of have the cart before the horse here, where you are trying to protect yourself but you have already done this, so you have already established a practice. I appreciate what you are doing but I am sitting here wondering if it is too little too late. You did it over there and he didn't sign anything.

Mr. Veazey stated the reason this came up is because we were starting to get into the trees. I don't know that really the liability in the letter came up the last time we did it. This time the letter came up because at that point we were going to start getting into trees and everything else. In doing that, we thought that the letter would do it. There is some potential liability out there. The reason it was not done before is because I don't think anyone really thought about it.

Mr. Randolph stated and those are more isolated incidents. Now we see that it is going to become a larger scale issue. I think tweaking the language to include something that states the CDD will ensure that it will chase the contractor for any issues related to their work. At the end of the day having the CDD liable kind of hurts everyone. A few lawsuits could really damage us.

Mr. Haber stated if a homeowner wanted to try and take the position that based on precedent that they don't have to provide a release and the CDD is responsible then I like the CDD's chances in that case. I don't think the past actions in light of the adopted resolution, the terms of the covenants, as well as what we are doing today, I think the CDD has a pretty strong case to say sorry homeowner it is pretty clear in the covenants that were recorded in the public records when you purchased your home that it is your obligation. The CDD, at an open meeting, adopted a resolution that said it may but it is not obligating itself to do the work. I don't think it is sufficiently established that a homeowner could make a claim that they relied on that and not having an obligation to fix their sidewalk as contemplated in the recorded document.

A resident stated I have a recommendation that might solve some of this. If we said the first one that says, "While the CDD might make every effort to make the repairs without damage

to the property and the right-of-way, the CDD cannot guarantee that this will not be the case.” Let’s leave that one in there. I think that will be okay. Maybe that second one we should take out “And its contractors” and maybe adds another one that says, “If there is damage the CDD will look to the contractor performing the work to solve any issues under a typical general contractors responsibilities but yet the homeowner is releasing the CDD from any and all claims.”

Mr. Haber stated that is along the lines of what Ed suggested.

Mr. Randolph stated yes. Putting the burden on the contractor is what we definitely should be doing.

A resident stated so then the homeowner feels like the CDD is on my side. If the contractor messes up, they are going to go after that contractor to get it fixed.

Mr. Armstrong asked could we write in there that the contractor that the CDD uses is licensed and bonded, so that way they go after the contractor directly?

Mr. Haber responded the CDD will be the party contracting with the contractor. We will have the contractual rights. I think the homeowner will be a third party beneficiary to that contract and in all likelihood will have a claim against that contractor. In the contract with the contractor it can name the homeowner as a third party beneficiary to the contract, who has a right to make a claim against the contractor for any damage to their property. There are ways to address the contractor issue, while still maintaining the level of protection that the CDD is looking for.

A resident stated I think that way it protects the CDD and also gives the homeowner a little bit of ease that if there is some problem that we can go after the contractor or have the contractor fix it.

Mr. Haber stated I think you could adjust the language to provide for that contingency.

Mr. Hayes asked is there a way to conceivably condense this?

Mr. Haber responded I think your original suggestion is one that we can take with respect to crossing out the second, third and fourth paragraph. What I would like to do is attach a reference to the specific section and that would significantly reduce it. I would like a reference to it, so the homeowner is made aware of their obligation and responsibility.

Mr. Hayes stated I don’t think that the penalties should even be in there.

Mr. Haber stated I didn't make up the penalties. The penalties were in the recorded document.

Ms. Johnson stated there is no reason to sound even harsher than necessary. We are the voice of the homeowners. We are trying to make this as easy as possible and benefit the entire community. Everyone needs to have sidewalks. We want it to look good for everyone.

Mr. Hayes stated we want them to sign it.

Mr. Veazey stated yes but we also have the liability issue. At the end of the day I am going to Wes and Wes has the final say as the attorney for the CDD. I think we could work it out to be not quite as harsh but at the end of the day Wes has final say.

A resident stated if they need to look at the covenants then they can look it up. Why do we need to show it?

Mr. Armstrong responded if we aren't going to quote it then we should at least refer to it.

Mr. Hayes stated that is fine.

Mr. Haber stated I do not believe that removing the reference to the penalties impacts the waiver of liability that the District is getting from the letter.

Mr. Hayes stated we should attach the covenants. This is business. We are the community, as well. We are all homeowners. Some people don't know and this is the perfect opportunity for them to read their covenants. I would attach the whole thing to the letter, so they all have a copy. I guarantee you that most of the people don't.

Ms. Mixson stated they can look it up on the website. It is not that hard to look up the covenants.

Mr. Hayes stated I know it is not hard to look up the covenants. If Wes recommends that we attach it then I think that is what we should do.

Mr. Haber stated we could list the web address that has the covenants on them.

Mr. Hayes stated that is a good idea to put a link on the letter.

Mr. Haber stated the intent of this letter is to go to only the homeowners that have sidewalks that are problematic. This isn't something that is going to the entire community.

<p>On MOTION by Mr. Veazey seconded by Mr. Armstrong with all in favor a Letter to Homeowners Regarding Sidewalk Repairs was approved in substantial form with District Counsel to revise as necessary.</p>
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**THIRD ORDER OF BUSINESS****Update Regarding Process for Designation as Golf Cart Community**

Mr. Yuro stated the study that was completed has been approved by the County. I submitted the plans for permit. We received a permit from the County. This is a right-of-way permit because of the work that has to be done within Leo Maguire Parkway. We still have to submit for the permit fee. We just need to pay the permit fee and then from the County's standpoint, we can proceed with the installation of the signs and the cart path. Once the signs and the cart path are installed, then we would call the County back and advise them it is complete and they would come out and do a drive by to confirm it. At that point they would send us a final letter saying that everything is in compliance and they would also send a letter to the sheriff's department indicating that we would now be a golf cart designated community. All of the legwork with the County is essentially complete. Now it is just up to the board to make the final decision if we want to move forward with the installation of the improvements. In regards to the cart path that is required along Leo Maguire that connects Stonehedge Trail Lane to Eagle Point, I had been talking with the County all along about an eight foot wide path and that is what was approved in the study; however, after we submitted for permit, they decided it now needed to be a 10 foot wide path. That path now needs to be two foot wider. The first three proposals are proposed on an eight foot wide path. I already had the contractors working on it. The cheaper proposals at the bottom did get notice it was 10 foot wide all the way.

Mr. Veazey asked, "Wes, do you have anything to add?"

Mr. Haber responded I agree with Mike. It has sort of been a two step process. We have been through the County process and we have received that approval, so now I sort of view it as the board now needs to pull the trigger if they want to install these improvements and make it a golf cart legal community. It doesn't make sense to move forward with these improvements if you don't want to have a golf cart community.

Mr. Randolph asked did we get feedback from the golf course as to what the cost was on signage?

Mr. Yuro responded at the last meeting Dan Zimmers, the Regional Manager, was here along with Ryan Roberts, the General Manager. They indicated that if the signs needed to be replaced that they would participate. After that meeting I had some conversations with Dan,

where I believe it is his position that the signs don't need to be replaced. I personally disagree with that.

Mr. Randolph asked doesn't the County ordinance dictate that? Have they determined whether they meet the height requirements?

Mr. Yuro responded the issue at hand is when the neighborhood was constructed, there wasn't a standard sign for golf cart crossings in the traffic manual. A sign has subsequently been added, so the way the highway administration implements these changes when a new sign has been added or signs have been updated is they don't force you to change out all of your signs at the same time but when your signs are wore out that is when you have to replace it with the new sign. The golf course is taking the position that the signs aren't wore out yet and we don't need to replace them yet. They were valid signs when they were installed, so therefore, we don't need to replace them. Personally, I disagree because it says warning a golf cart crossing and the signs they put up are not a warning sign. In my opinion they don't conform with any of the standard warning signs. At this point, we would have to go back to the golf course and say our position is they need to be installed and here is why. The latest communication I heard with them is that it is their position that the signs are fine.

Mr. Randolph asked can the County give us an opinion?

Mr. Yuro responded we can certainly do that. I know from the County's perspective as far as the golf cart designation goes, those signs need to be changed as part of the process in order to designate the community. If we don't move forward with the golf cart community designation, it would still be my recommendation that those signs should be replaced. In order to move forward with the golf cart designation, replacing those signs was part of the recommended improvements that were approved by the County. Based on my conversations with the County, the County said those signs needed to be upgraded.

Mr. Armstrong asked so what you are saying is if we do all this work and spend all of that money and the golf course does not replace all of their signs and the County comes in and says this is our final inspection, you don't pass because those signs need to be replaced?

Mr. Yuro responded that is my understanding.

Mr. Randolph stated so we should make it clear to them that it is all or nothing.

Mr. Yuro stated I disagree with their position that the signs were adequate when they were installed. I don't believe they were. A warning sign has always been a yellow sign with

black lettering and that is not what is installed there. What they have installed is an 8x10 green sign that says warning golf cart crossing. In my opinion even though there wasn't a standard sign that said golf cart crossing, they didn't even use the proper warning sign to put the lettering on.

Mr. Armstrong asked how many signs are we talking about?

Mr. Yuro responded there is a total of 24 signs that need to be installed throughout the whole project and 14 of them are for the golf cart crossings. I got two different prices from the sign companies. There is one price to replace all of the signs with decorative signs, like the decorative posts that we have and another proposed is to do a 2x2 sign post like DOT installs. It is about half the price. It is almost \$17,000 for the decorative post signs and about \$6,000 for just the DOT standard signs.

Mr. Randolph asked do you have examples of those? I think it would be worth going with more of the decorative signs.

Mr. Yuro responded I don't have examples but you can look at some out here. The decorative signs are typically what we have in the neighborhood for the speed limit signs and child watch signs. Our handicap signs have the steel post and no one has said anything about those. My recommendation would be that anything along Leo Maguire and the County right-of-way, we would just use that same post. There is going to be one sign at each entrance to each neighborhood that has a golf cart symbol and says share the road. That is to let motorist know that we are a golf cart community. In my opinion I think we could get away with the steel sign at each of the golf cart crossings. At many of them there is a sign that the golf course put up to keep residents off the golf course. It seems to me that they kind of blend in. If you did the hybrid of three decorative posts at the main entrance and the other ones using a steel post the total cost of the sign would be down to \$7,205.

Mr. Veazey stated if we went down that road and the whole neighborhood was up in arms because we put the steel posts in, you could basically use the DOT signs that we already paid for and put in decorative posts down the road.

Mr. Yuro stated that is correct. The sign itself is the same. The difference in cost of the sign in this proposal is the post.

Mr. Armstrong asked so the wood signs versus the metal signs are still going to stay the same?

Mr. Yuro responded no. They would all be a metal sign. The difference is whether you have a two inch by two inch square metal post or the decorative brown powder coated with fluted bottom post.

Mr. Randolph stated I would probably want to do it with the decorative posts, so it is uniform with the street lights and all the other signage.

Mr. Yuro stated I put it out to four different companies for the signs. One company never replied. One company replied and said they weren't going to bid it and two bid it. One bid was \$16,710 and the other bid was \$16,960. For all DOT style posts, one was \$7,990 and the other was \$5,870. It is about half price for the difference in the posts.

Mr. Randolph stated it would be a little less if you did Leo Maguire with the standard FDOT posts.

Mr. Yuro stated that is correct. I would certainly recommend that anything along Leo Maguire be the steel posts because that is what is already out there.

Mr. Veazey asked as a total package if you look at the cart path and the cost of that, Mike has gone through and he has basically done all concrete. He has done a poly pave. It is a material that you add to the dirt of fill that is on the ground. It is used for golf cart paths and heavy equipment. He has also done asphalt and he has done mulch. There is a certain section there that you need to have concrete.

Mr. Yuro stated yes. There is a section where the new cart path is going to tie into Leo Maguire Parkway. That first 60 feet needs to be concrete because within that 60 feet, the existing sidewalk is going to cross. Once we get past that crossing it needs to be concrete. The remaining plus or minus 500 feet can be alternate material. It could be whatever we want because we are going to be the ones maintaining it but the first section needs to be concrete.

Mr. Armstrong stated my only concern would be the mulch. Even though it would be aesthetically pleasing to see, I think it would be more hassle to maintain and take care of.

Mr. Yuro stated that was my initial take on it. The quotes I did get for mulch I made sure they were using a 6x6 treated timber to border it to hold in five to seven inches of mulch path.

Mr. Veazey asked do you remember what your original estimates were?

Yuro responded the new signs I had at \$16,000 as an estimate and they came in right there. The cart path was anywhere from \$7,500 to \$19,000 but that has changed. AWA and Southern Recreation did bid on the full 10 foot width because those were two later contractors

that I reached out to after the initial contractor started coming in. I had estimated \$19,000 for the full concrete and they are at \$24,500 and \$25,000, so they are not terribly higher.

Mr. Randolph asked what is the poly pave again?

Mr. Yuro responded I have never worked with it. One of the contractors early on that I spoke to recommended it as an alternative to mulch. It is some kind of material that mixes in with the soil to stabilize the soil. You would basically till up a couple inches of soil and mix this in with it and then compact the soil and it is supposed to set. I don't know exactly how long it lasts. It is not going to last like a concrete but it is supposed to be firm. My understanding is a lot of golf courses are kind of going to that for some cart paths as an alternative to concrete paths. We are going to try to mirror the existing path. There are a couple of areas, where the existing sidewalk will have to get torn up and moved, so that both paths can fit. There is a drainage structure there and there is an electrical cabinet.

Mr. Veazey asked do we want to move forward with the expenditures and make a golf cart approved community?

Mr. Armstrong responded I guess we need to figure out if we want to move forward if the golf course doesn't join in on the signage because we are going to have to endure the cost.

Mr. Veazey stated I guess my opinion is that we would move forward with the golf cart community designation.

Mr. Randolph stated hopefully we will get the golf course to share in the cost of the signage but I think we were all in agreement that we would be moving forward with it.

On MOTION by Mr. Armstrong seconded by Mr. Randolph with all in favor to Move Forward with the Golf Cart Project was approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Proposal for Golf Cart Path Construction**

Mr. Veazey stated in thinking about people that don't have golf carts, my thought is really going with the mulch path up there and going with the steel poles because I don't think it will cost us that much more money and if people do complain, we can always replace them with the decorative poles. The other thing is do we do the formal poles at the entryways and then as you get to the crossings just use the steel poles. We have the upgraded streetlights coming in at

each entry and then here at the club but as soon as you get past those entries it is regular streetlights. My thought was mulch and formalize the entries and go with the steel poles.

Mr. Armstrong asked did you happen to get an estimate on what it would cost to replace the mulch per year? It might be better to just put in concrete now and be done with it.

Mr. Sevestre responded the mulch is \$31,000.

Mr. Veazey stated there is one mulch for \$8,000. There is a big difference in that mulch. There is maintenance with the mulch. I also look at the \$15,000 or \$16,000 difference between the mulch and concrete.

Mr. Yuro stated on the \$8,000 for AWA for mulch is not actually for mulch. With the mulch option, there is still a portion of concrete that is required. AWA specializes in concrete work, so that is their cost for just the concrete. Unfortunately none of them broke out just the mulch cost. The Southern Recreation cost includes everything. The \$14,500 includes the concrete portion that is required plus the 5,000 square feet of mulch.

Mr. Randolph stated I would go with the concrete.

Mr. Yuro stated both companies have done work for us in the neighborhood. For the 500 feet I would probably go with AWA. Southern Recreation does the playground equipment and that is one of the reasons they were able to provide a good quote for the mulch path because that is what they do. The other contractor is more of a civil contractor and mulch is not what they do. However, if we are going for all concrete that is what AWA specializes in. They are the ones that did the new crossing.

Mr. Armstrong asked did that include them replacing the sides in areas once we put the cart path in?

Mr. Yuro responded yes. AWA's contract included clearing and grubbing, curb and gutter removal, removal and replacement of certain sections of concrete that needed to come out, the five inch thick 10 foot wide concrete cart path, the new curb, grassing and sod and miscellaneous fill sand as necessary to dress it out.

Mr. Oliver asked what does that cost?

Mr. Armstrong responded \$25,101.

On MOTION by Mr. Armstrong seconded by Mr. Randolph with all in favor the Proposal from AWA for Golf Cart Path Construction was approved, subject to preparation of agreement by District Counsel & execution by Chairman.

**FIFTH ORDER OF BUSINESS**

**Proposals for Golf Cart Sign Installation**

Mr. Veazey stated I definitely think the formal areas should be done and the DOT at the crossings.

A resident stated I am a golf cart owner, so I have thought about this. If I were a non-cart owner I might be offended but I think the community should pay to register their cart on an annual basis. I also think each cart needs to be identified. This would generate quite a bit of money on an annual basis.

Mr. Armstrong stated that would have to go through the HOA.

Mr. Haber stated I think we could have a cost share arrangement with the HOA that they are going to contribute towards our costs of the improvements.

Mr. Armstrong asked is that an agreement that you could draw up with the HOA?

Mr. Haber responded yes.

A resident asked is there any way that the existing signage could be modified and just add the warning until it becomes time to replace them?

Mr. Yuro responded no because they are not high enough. If we start out with just the square steel post, for a 30x30 no cart sign it is \$205 a piece and that includes the post and the sign. Whereas, it is over \$600 a piece with the decorative post. If we had to start with the steel and then come back and add the decorative signs later then it is less than a couple hundred dollars a sign. The sign itself is going to cost more than that post. If the sign and the steel post cost \$205 then I would venture to guess that more than half of it is for the sign. Those posts are probably less than \$100 a piece.

Mr. Armstrong asked are we getting the FDOT signs from them directly, so they are in code?

Mr. Yuro responded the sign companies will provide either post.

Mr. Veazey stated it is more just the posts. The signs are all DOT and they have a back to them.

A resident asked if you opt to change them down the road is there anyway to salvage the steel posts or is that just a one time cost that you have to write off?

Mr. Yuro responded I am not sure what we would use them for. The signs are screwed into them and I am not sure if that steel post would need to be set in concrete. The decorative posts are set in concrete. I think they just drive the steel posts in. They could potentially be reused.

A resident asked do you have buy them together or can you buy the sign and the post separate? If someone hits a sign, do you have to replace the whole thing?

Mr. Yuro responded I am sure you could get the posts separate if you had to.

Mr. Veazey stated yes because I have had to do it at other communities.

A resident stated I guess I go along with using the decorative posts for uniformity.

Mr. Veazey stated obviously you want the integrity of the neighborhood throughout. I am not opposed to going the other way.

Mr. Yuro stated I would go with Sundancer on the signs.

On MOTION by Mr. Hayes seconded by Mr. Armstrong with all in favor for Purchase & Installation of Decorative Signs Throughout was approved.

## **SIXTH ORDER OF BUSINESS**

### **Proposals for Pond Repairs**

Mr. Yuro stated a few months back the board authorized me to do some stormwater management inspections per our permit requirements. I basically completed the inspections and found there are two areas in the neighborhood, where a pond control structure, which is the structure where the water goes before it discharges out into the stream or somewhere else, that two of them need repair. There are two of them that need to be repaired. One of them is on hole number 12. It is a square concrete structure that has actually sunk about nine or 10 inches. What happened is the plastic pipe that is going from that structure to the street now has a kink in it, so the water is not making its way to the street like it is supposed to be. That structure needs to be removed. The area needs to be cleaned and reset with stone and run a pipe.

Mr. Armstrong stated that pipe actually runs between hole number 12 all the way over to hole number three underneath the street. When it rains my yard completely bubbles up with water because it is all hanging there. Will that solve that problem?

Mr. Yuro responded no because the water is going from hole number 12 to the street past your yard to hole number three. We are actually fixing the high side of the pipe run. The issue

that is happening now is the water is having to build up higher in the pond before it ultimately will discharge and makes its way where it is supposed to go. The water inside the pipe shouldn't have anything to do with saturation.

Mr. Armstrong stated it is actually at the point, where the sod is separating from the dirt.

Mr. Yuro stated but I think that is more ground water than water coming from this pipe because this pipe is fairly deep. I can look at it though. The other area is off of Glenfield Crossing. There is a pond if you are driving down Glenfield Crossing towards the cul-de-sac there is a pond on the left. It is between the wetlands and the houses. There is a control structure, which is not an inlet structure like the one we were just talking about but it is a poured in place concrete weir. It looks like a concrete dam but it is being undermined pretty severely to where the water is not working properly. I talked to the St. Johns Water Management District about the repairs on that one, as well. On that one we are going to crush up the concrete. There is a poured concrete slab that is being undermined. That concrete slab is really serving no design function. It is for erosion and it is actually hurting the cause, so we are going to create rip rap. We are going to bust up that concrete, pull the area out, pack any holes and repack it in there, so it functions properly. I've reached out to several contractors who I have done work with and as you can see the bids are pretty significantly different. Vallencourt was the cheapest in both repairs. They have done work for us before in the neighborhood. It would be my recommendation to move forward with Vallencourt.

Mr. Armstrong asked and that quote with Vallencourt is just to go ahead and lift that structure up and reset it on hole number 12?

Mr. Yuro responded correct and replace the section of pipe. They are going to have to replace a 12 foot section of plastic pipe. Before we do any of these I will go knock on the doors of the adjacent homeowners to let them know what is going on. The one on 12, we will most likely have to temporarily relocate a portion of the fence. The one neighbor has a fence going right down the easement line and in order to get the equipment back there, we are probably going to have to relocate the last two sections of that fence. I met onsite with each contractor. We walked through what needed to be done, so they based their proposal on that.

Mr. Armstrong asked what is the timeline to get this from start to finish?

Mr. Yuro responded I don't think either one of them will take more than a few days.

On MOTION by Mr. Veazey seconded by Mr. Armstrong with all in favor the Proposal from Vallencourt for Pond Repairs was approved with preparation of agreement by District Counsel.

**SEVENTH ORDER OF BUSINESS****Elite Amenities Proposal for 2013 Swim Season**

Mr. Yuro stated I forwarded you a proposal for this upcoming swim season, which is virtually identical to last season. It already includes extra lifeguards at the swim meets. We don't have a copy of the swim schedule yet but they assume six swim meets like last year. The proposal is for a total of \$40,518 and that includes the two lifeguards and the gate monitor. Last year, their proposal was \$40,327, so they are within \$200 of last year. We are probably getting a better deal than last year because swim break is a week earlier than last year, which means there is going to be one extra weekend that they are going to be out here. Currently, we have a one year contract. If we enter into a two year contract with them then when next year came around they would provide us with a 2% discount and if we enter into a three year contract with them then they would provide us with a 3% discount in subsequent years. I did explain to her that any of our contracts always come with a 30 day out. The District can always get out of a contract whether we do it for one year or three years. She understood and her comment was if they are doing their job and keeping us happy then it is worth it for them to do it that way.

Mr. Oliver asked are those discounted rates based on the base of \$40,518?

Mr. Yuro responded that is my understanding.

Ms. Mixson stated we have definitely had issues but I think that is the experience with any company. They are very responsive and they always are willing to come out here and take care of any issues.

Mr. Yuro stated the first year we had them, we got a tremendous amount of compliments. The second year they had a change in their management. They are typically using college age kids and the one guy got promoted to a different area, so that year we had a couple issues. Last year, I felt like they brought up back up again.

On MOTION by Mr. Armstrong seconded by Mr. Veazey with all in favor the Proposal from Elite Amenities for 3 Year Contract for Lifeguard & Gate Monitor Services was approved with preparation of agreement by District Counsel.

**EIGHTH ORDER OF BUSINESS**

**Update Regarding Interlocal Agreement with St. Johns County**

Mr. Haber stated there is really no more update than what we provided at the last meeting. We have an existing agreement with them.

Mr. Yuro stated the last I heard there was a meet and greet in the neighborhood that Kim Kendall set up with Commissioner Bill McClure and he discussed that project. He said it is scheduled for this upcoming summer. I expect we may see construction start on the widening of County Road 210 from just past our neighborhood to I95 this summer. Typically, one of the first things that they do in a construction project like this is expand the pond because they have to get the pond done, so when they do expand the road and put the new drainage in it is tying into the pond. I also thought that we were going to get one more final look at the plans.

Mr. Haber stated that is correct.

Mr. Yuro stated and I haven't heard from the County or seen the plans yet.

Mr. Haber stated they initially didn't want us to have that one final look. We negotiated it into the agreement with the understanding that we would give them a pretty quick turn around with any issues.

Mr. Yuro stated I will reach out to the County Engineer and let them know that per the agreement we need one last look because all indications from the County side is that it is moving forward and will likely be bid sometime in the winter to spring months, so they can break ground in summer.

A resident asked how long is that going to take?

Mr. Yuro responded if I had to guess a project that size is probably somewhere between 12 and 18 months. I don't know what their exact construction is. It is about a mile of widening on both sides of the road. I would certainly lean more towards the 18 months.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer/Property Manager**

There being none, the next item followed.

**C. Manager**

Mr. Oliver stated the fiscal year 2012 audit is underway.

**D. Art of Living Director**

Ms. Mixson stated we are trying to bring the etiquette class back. We have seven kids so far and we need 10 to have a class. We are also doing tiny tots again this spring. The spring fling will be in March this year.

**TWELFTH ORDER OF BUSINESS                      Supervisors' Requests**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS                      Audience Comments**

Ms. Carol Evans stated my concern is if there will be any fees or an increase of fees to us for the golf cart usage. When I bought I was told no golf carts. I understand the change but I am concerned about the cost. How does it get paid for? What protection do we have from lawsuits when the first accident happens? About two weeks ago I was coming home about 7:00 p.m. and I was coming back from working at a museum and thank goodness I put my bright lights on because there was a golf cart with no reflectors and no lights going down the side of the road.

Mr. Armstrong stated the golf carts have to be street legal.

Mr. Oliver stated this is essentially a capital improvement. It will be funded out of the capital reserves. There will not be an additional assessment for this. The improvements were roughly around \$50,000 and then another \$10,000 for the soft costs incurred leading up to this point.

Mr. Haber stated the District has insurance, so there is general liability insurance. If there is a car accident on the street and someone wants to make a claim against the District because the District owns the roads and there is pothole in the road and that caused that auto accident, we would immediately report it to our insurer. There is also something that is called sovereign immunity, which means that the general public is limited in its ability to file a tort claim against

a unit of government. A tort claim is to be differentiated from a breach of contract. If you enter into a contract with an entity, they could sue you for up to the value of the contract. A tort is if you feel the unit of government damaged you, there is a limitation on what that lawsuit can be. I think the limitation is \$200,000. There is a process that an individual can go through, which is called a claims bill. If a unit of government's actions were particularly egregious, they can file a claim with the legislature saying I realize there is sovereign immunity. I want you to allow for a judgment over the sovereign immunity limits. It is rare and I think the actions on part of the government would need to be particularly egregious. We have insurance and then we have the sovereign immunity protection, as well.

Ms. Carol Evans asked so when they go through this process of registering golf carts, will they be reviewed for street legality? Will there be any changes to the insurance or do any policies have to be updated in the CDD?

Mr. Oliver responded regarding the District's liability insurance, I contacted our broker and we will not change our premium.

Mr. Sevestre stated that program of registering golf carts is strictly voluntary. You cannot force anyone to do that. The homeowners association can't do it. If they don't want to register a golf cart and they don't want to put a number on it then there is nothing you can do about it. The only thing you can do is if you see someone doing something that they are not supposed to be doing then call the police.

Mr. Veazey stated the way street legal is set up now is I don't believe they need the lights for the daytime. Probably the biggest reason why I was for golf carts is at this point there are a lot of them in the neighborhood. We have no way to control them or the age of the drivers. This way we can control it better than it is right now. Probably the biggest reason I was in favor of it was to try to help the liability and help control what is out there already.

A resident asked do our security enforcers go up if they see a golf cart at night riding around without lights?

Mr. Yuro responded our security is paid for by the CDD, so their primary function is to protect the CDDs assets, which is primarily this facility. If someone is operating without lights when this goes into effect, they are breaking the law and our CDD security is not tasked with enforcing the law. They are tasked with protecting the CDD property. We have a very good security guard, who keeps his eyes open and helps out as much as he can. I don't want people to

get the false sense that now the CDD security officer is going to be enforcing the law or HOA rules because that is not what he is tasked to do.

Mr. Hayes stated the nonemergency police phone number is 904-824-8304.

Ms. Mixson stated we will send out an email with all of the information to all of the residents and put it in the newsletter and on the website.

Mr. Yuro stated that will go out once we are legal. Keep in mind that the board approved it but the community is not golf cart legal until all of the signs are installed and the County has reviewed it and signed off on it.

Mr. Oliver stated in the next few days let's update the website just to give everyone an update on where we are with this project.

Ms. Carol Evans asked they are not going to be allowed to use the clubhouse golf cart paths though, right?

Mr. Yuro responded that is correct.

A resident asked what is the timeline to have this thing approved in an official capacity?

Mr. Yuro responded I would think within the next month to two months we would have the improvements installed and the County signed off on it.

A resident stated I would like to make a comment on the sidewalk repairs. It seems tonight that it was decided to not fix the problem, which is an ever growing problem with the tree. The tree is going to be an ever growing problem. It is going to make them pop back up again. You are just going to be doing it over again. If you have to replace a tree, it is cheaper to replace it when it is smaller than when it is larger. I don't know why you aren't going after fixing the problem. What are you going to do keep building ramps up over these things? It is going to make the sidewalks look bad.

Mr. Sevestre stated we are really caught between a rock and a hard spot really. The question is what is the most economical solution to the problem. We looked at root guards and I know that root guards don't work. I work for JEA and we tried them all over the place.

Mr. Veazey stated I think part of the reason we are going down this road is because we have fixed some before and they haven't come back. There is probably a few that we are probably going to have to do something with. There are also some where the root might not come up and may keep spreading out and we might not need to do it. There are probably a few in here that we are going to have to readdress next year.

A resident asked what would you do if the tree roots broke up the sidewalk and the road?

Mr. Veazey responded we would have to fix it. I don't think we would have a choice.

Mr. Haber stated I just want to make one note for the record for the purpose of making sure we are not precedent setting as some folks say we may be. You will have the option of looking to fix it in the future. It is not a CDD issue. It wouldn't necessarily be your obligation to fix it in the future. It is something you can look at in the future and if you make that determination in the future to do it then you can but you are not obligated to do it. The CDD is going out of its way to fix the issue but not because it is obligated to do it.

Mr. Armstrong stated our biggest concern is if we do cut a root out and the tree dies that is a \$20,000 tree that we would have to replace. Plus, not to mention the utilities that are under there and the sod. How do we fix a problem that we know is a reoccurring problem that we are never going to solve? The board looked at it with the aspect of what can we do to fix this and hopefully it will solve some of the problems but not all of them.

A resident asked why does the tree have to be replaced?

Mr. Armstrong responded if we kill it.

A resident stated our covenants say that the tree has to be there, so the HOA would have to rewrite the covenants to either allow for a different position of the tree or to put it in the yard, which would then mess up the tree line in the neighborhood.

Ms. Dottie Pike asked has anyone consulted an arborist?

Mr. Yuro responded yes. I met with two of them onsite.

Mr. Veazey stated they came up with cutting the root that is going under but you are not getting a lot of water on the road side, so most of those roots are going on the yard side. You are cutting a pretty big root if it is raising the sidewalk.

A resident asked how are the benches coming?

Mr. Hayes responded that is my ball. I have somewhat fumbled it. I have been very busy but it is not off my to do list.

A resident stated we ran out of wipes the other day at the fitness center and two days later I realized they were in the closet, so I could have just picked up a pack of wipes and put them in the container. I assume that is alright to do?

Ms. Mixson responded it is alright to do. Obviously, we don't have staff here 24/7.

A resident asked is the mirror fixed?

Ms. Mixson responded yes. It was fixed earlier in the week.

A resident stated and next time you guys are doing budgets I would like to see an exercise rail put on the mirrors on at least one wall.

Ms. Mixson asked in the gym or the aerobics room?

A resident responded in the aerobics room.

Ms. Mixson stated we can look into that.

A resident asked are we going to replace the treadmills with the one that is different?

Mr. Yuro responded we have two treadmills that have already been replaced but the other three are the original models. Currently, there are no plans to replace them. The only reason those two on the ends are different are because the ones that were originally installed were malfunctioning and after repeated attempts to fix them, they replaced them with a newer model to try to appease the neighborhood.

A resident stated if you have to replace them then get a heart rate monitor.

**FOURTEENTH ORDER OF BUSINESS      Financial Reports:**

**A.    Balance Sheet and Statement of Revenues & Expenditures for the Period Ending November 30, 2012**

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

**B.    Check Run Summary**

**1.    General Fund**

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

**2.    Capital Reserve Fund**

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

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

Mr. Oliver stated included in your agenda package is the special assessment receipt schedule. You are 89.28% collected.

**FIFTEENTH ORDER OF BUSINESS**

**Next Meeting Scheduled – March 27, 2013 at 6:00 p.m.**

Mr. Oliver stated the next scheduled meeting is March 27, 2013 at 6:00 p.m.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Sevestre seconded by Mr. Veazey with all in favor the Meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman