

MINUTES OF MEETING
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was held on Wednesday, March 27, 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
Andy Ames	St. Johns County - Engineering Division
Mike Adams	St. Johns County - Engineering Division
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 January 23, 2013 Meeting

Mr. Oliver stated included in your agenda package is a copy of the minutes of the January 23, 2013 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Randolph seconded by Mr. Veazey with all in favor the Minutes of the January 23, 2013 Meeting were approved as amended.
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THIRD ORDER OF BUSINESS

Acceptance of Minutes of the January 14, 2013 Joint Workshop

Mr. Oliver stated included in your agenda package is a copy of the minutes of the January 14, 2013 joint workshop. Are there any additions, corrections or deletions?

On MOTION by Mr. Sevestre seconded by Mr. Hayes with all in favor the Minutes of the January 14, 2013 Joint Workshop were accepted.

FOURTH ORDER OF BUSINESS

Update Regarding Interlocal Agreement with St. Johns County Regarding CR210 Improvements and Expansion of CDD Pond

Mr. Yuro stated as far as the expansion of the pond, I sent an email to the Board. The County has essentially completed their plans on the project this summer. There is a public meeting that is going to be held on April 4th at Liberty Pines Academy at 6:00 p.m. The County's plans generated some comments from myself. We sent the letter to the County with some of our concerns and the County responded and that is what I forwarded to you all. The biggest concern on behalf of the CDD I think is the lowering of the ground water of the pond. From the beginning of this project, the CDD has made it known to the County that the City is certainly willing to work with the County on expanding our pond but we want to preserve the esthetic look that we enjoy today. The design is going to lower the normal water level by a little bit more than a foot. That was going to expose the bottom of the decorative stone wall, where you would see the concrete block. Andy has committed to me in a phone call that the County would certainly extend the decorative stone down, so the stone work would still be intact. The other big thing I want to make sure the Board is aware of is while the County is lowering the normal water by a foot, those pond banks are about a 4:1 slope, so for every foot of water that gets lowered, you are going to see four feet more bank on either side. The other thing to be aware of is they are talking about lowering the design normal water level. I don't believe that pond has actually been at design normal water for some time. Many years ago there were some modifications done to the pond that actually plugged up the orifice that would have tried to maintain the pond at elevation 27.2. For example, the pond is up to elevation plus or minus a little over 28, so when you look at the pond today, you think it looks normal but it is actually higher than elevation 28 today. They are looking to lower it to elevation 26, so while it may only be a foot from the original design from what residents may be used to seeing, it may be closer to a two foot drop, which makes it eight feet less on each side of the pond. The CDD

would still be mowing the area and maintaining it from an aesthetic look. Lowering of the ground water and what that may or may not do to the aesthetics is what I want to make sure the Board is aware of.

Mr. Randolph asked are you lowering it just to accommodate 25, 50 or 100 year storms?

Mr. Yuro responded I have been coordinating with Mike Veazey on this pretty detailed. One of the questions we had was could the pond have been expanded more. The short answer to your question is because they are putting more roadway into the pond, they need to more capacity. They are expanding the pond already. One of the questions we had was could they have expanded the pond more than what they are currently doing and not have had to lower the normal water.

Mr. Andy Ames stated I am the Assistant County Engineer. I came to your Board three or four years ago when this job started. I have been coordinating with Mike since then. I have been in discussions with Wes on the attorney side. When we start any development job, we are going to get into ground water table. In this area, you have wetlands surrounding the ponds. There are a couple of things that I always factor in. We do change the crown slightly in the road. What you don't want to do is have water backing up in the pipe in the road. That is primarily not the reason why it has to be lowered. It is primarily because of the water table and the wetland hydrology. We have a curtain wall in the plans. It just goes down in the ground about 10 feet and holds the water on one side in the ground to a level and barricades it to hold the level on the other side. That basically protects it. You do have storage needs but it is primarily because of the water table. We don't permit it specifically. The St. Johns River Water Management District permits it. We provide our plans and permits and calculations. The St. Johns River Water Management District has two different sections. There is an environmental function and then your stormwater capacity function. I think this came from the environmental water side of the issue. There is a line blue line and a green line. This shows around the perimeter. This is basically showing you where that normal water line is. Mike indicated it is around 28.

Mr. Yuro stated I think as it exists right now, it is a little bit above 28.

Mr. Andy Ames stated the slopes on these embankments don't change much. They are about 4:1 and that is for safety. We can't get really get into changing that. This is about a quarter width from 27 to 26. 28 would be a quarter width the other way. The bigger concern we have is really in this bridge area because it is where it narrows down. Your perception of a

narrow channel would be much more obvious there. In this bridge area, you can see where you have all of your trees and shrubbery. In some of these spots and pockets, you can actually see where this pond is silted in, so our new normal water would actually be further back from the pond. When you think of the dynamics of the pond and silting and functions like that, there is a perceivable change if you really staked it and waited to see the difference and stake it again. From a bigger picture, I don't really know that you would see much of a difference. Our goal in this whole project has been to maintain exactly what you have now.

Mr. Armstrong stated basically what we are looking at here is increasing the size of the pond, so we can handle the runoff. Couldn't you increase your pump capacity to pump or is that going to feed back through the wetlands?

Mr. Andy Ames responded there is two different pump systems. There is a draw down pump, which is for the pond maintenance and then there is a storm pump system. Our storm pump system is off to the west of that pond that you are pointing to. Those are to drain down in the case of hurricanes and things like that.

Mr. Armstrong asked we are making the pond larger to accommodate the runoff for the additional lanes, so even though we are increasing it, could we keep it the same size and increase the pump capacity?

Mr. Andy Ames responded the ponds are designed to hold a 14 day residency. What that means is from a water quality perspective, you want to allow the water that runs off to sit in the pond and let it settle out. The way the pumps are and the way the pipes that come into the pond are, it brings the water into the pond. It takes it time to get to where the pumps are. It is about a 14 day time period of being in the pond before it discharges into the wetlands. It is really a rate of speed for the water entering versus leaving more so than the pump size.

Mr. Randolph stated I guess when we originally went into this, we were unaware of giving up x land for the pond expansion was going to result in that much of an embankment exposure issue.

Mr. Yuro stated in the very beginning they mentioned they thought they were going to lower the normal water. I think more recently in looking at the plans, one of the things that popped up was there was a mistake, as far as the wall but then the more we started looking at it, the more we started realizing that it is not really a foot and it is potentially two feet from what we

know as normal. If that pond was lowered two feet from where it is today, our residents going to notice and be upset? That is why we wanted to bring it up to the Board for consideration.

Mr. Yuro stated the question really is if you make the pond bigger, they are expanding the pond a half an acre into the wooded acre behind the pond. If they expanded it three quarters of an acre or maybe a full acre, would that have given them the storage capacity they needed at the current water level, so you didn't have to drop it. I think that is the biggest question that is on the table for the Board.

Mr. Andy Ames stated part of that is related to the cross slope of the roadway. The road currently exists at a 2% cross slope and we are adding the additional lane, so that brings you down about four more inches. I know it had related more so to the hydraulics with the wetland.

Mr. Anthony asked so we couldn't get flow into the pond from the roadway if we didn't lower the water level?

Mr. Andy Ames stated lowering of the normal level, the response that we got from our consultant is basically through decisions with the St. Johns River Water Management District that the pond outfall would be the way it is for the elevation set in the weir. They are saying it is a delicate balance of expanding the pond area, limiting the wetland impacts and providing adequate pond volume. What that means to me is if you have a seasonal high water level in your wetlands and according to this the seasonal high water level is at 28.75. What happened in the original design is it back flowed into your pond, so what you had was not just the water you had in your pond but you had the wetland water back flowing in to the pond. The weir was then raised to where it is today. The normal water level is basically your draw down point. That is just to provide for the extra capacity. The extra capacity is basically because it is compensating storage for the overall job. It is about holding a lot more volume and the balance there was with the conservation easement, so we only took a sliver in the back. This expansion was balanced with the water level to come up with the optimal point of impacts to the conservation area and capacity in the pond. When the subdivision was built, all of the area around this pond was put into a conservation area tract, which basically effectively binds it to have no development and we needed to expand this, so we had to work for a year and a half in working with the footprint of the design with St. Johns River Water Management Districts land use attorneys to unbind the conservation easement, retract that out of the conservation easement into our pond, rebind the

conservation easement, pay for the mitigation of wetland impacts and also pay for the mitigation of conservation easement impacts.

Mr. Randolph asked so that has already been done, so now you have a new easement on there, so it would be just as difficult to untangle that?

Mr. Andy Ames responded yes. In any normal development if you impact a wetland, there is a mitigation cost. The mitigation cost, to me, is kind of arbitrary. They assign a dollar value per acre. It could be \$100,000 or it could be \$5,000. If you have a high density commercial lot across the street then you have to expend the amount of cost it would be to take that lot versus a lower use. That is to minimize development from going and taking conservation easements.

Mr. Randolph asked what is the County committed to doing ascetically?

Mr. Andy Ames responded we would sod to the water line. We would redo the stone facade. Those are the things that we can commit to. We are committed to the community because you are our residents. Honestly, I am embarrassed about the wall. I made sure our consultant knew that upfront and I missed it. I apologize to the Board, the engineer and the attorneys for that because it reflects on me. Things happen in construction. In this corridor, we are finishing this plan process, so we can get it bid and going. We have temporary construction easements that have been assigned for a three year window. We are almost a year into that three year window. When it hits that three year end point, we basically have to go back and redo all of it, which would delay the project. When we have our construction jobs, the standard typical thing is you go back and resod and make it look nice to fit what it used to be. We had our 210 median landscaping project done to the west of your subdivisions. There are landscaping improvements planned by DOT for the interchange of 95 and 210. Our goal is to get the meat of this job advertised and get construction started on the hard stuff. We are going to be developing a landscape plan for the rest of the corridor. We do have some impacts to other areas. We are impacting this area. I would prefer to have approval of our plan on the record tonight and allow us to come back through Mike Yuro for any comments or additions that we can handle in that landscape plan. Our main concern is that we can get this advertised before our construction easements expire.

Mr. Hayes asked what is the depth around by the bridge of that wall right there?

Mr. Yuro responded it is approximately two feet.

Mr. Armstrong asked so if we go ahead and drop it by two feet, we are basically going to have ground showing all around that bridge?

Mr. Yuro responded in that one little corner, the pond bottom does come up. If everything stays like it is, I would expect that in addition to putting the stone in, they would dredge it out a little deeper.

Mr. Andy Ames stated our goal is aesthetics.

Mr. Veazey stated I have serious concerns. I am not sure that this is to scale and whether your green line actually shows if it is going down four feet on each side. Think about before last June when we had the drought conditions. That is what we are going to see now. Yes, it will be sodded down further but this pond is going to look far smaller. I think the aesthetics of that entry change quite a bit when that level goes down eight feet. I am not sure that this really shows the 4:1 slope and how much that water is going to go back. At some point I asked Mike if we had pictures of a pond before June before we got out of the drought. I am not saying it is going to be as bad as it was at the end of that drought but you could see the difference from when those ponds go down and when they are at the normal water level. Every response from Prosser Hallock's traffic guy has been that we can't do anything about it now. I don't know why we can't open this up again. I am not an engineer but why if you pull this back farther can you raise that elevation to get the storage area that you need? At the last CDD meeting instead of going with the cheaper posts for the signs for golf carts, we decided to pay \$7,000 more because of the aesthetics for our community. We just put \$500,000 into this addition here because we wanted our community to look right. I understand you are on a timeline.

Mr. Andy Ames responded you mentioned in June of last year when we had the drought and the water level was extremely low. You probably had that little ridge of sand in front of the wall. You probably had umpteen feet of an exposed sodded area. At the same time you are experiencing that drought in your pond, the wetland behind you, its water table is not at 28.7. That is the high point. That water table over there is the same elevation of your pond. If this pond is expanded or if this pond is expanded twice the size of what we are expanding it and you have a drought and your water table lowers in the wetland or the pond then it is going to lower regardless of the size of the pond. The water table is what is causing that exposure. It is not the size. Maybe the bigger question is if we look at our plans and look at the pond, it is certainly not a function of the sizing of the pond with the water table but the question would be if we went

back and asked the St. Johns River Water Management District if there is anything we can do as far as the depth of the pond. The only problem with that is when you get into that with the feature in the front, you have a footer that is holding that water up and when you are dealing with the water conditions, the soil structures are going to change dramatically. They are going to be a lot less stable. It is a very delicate balance if you try to lower the pond with dirt elevation and not water elevation. The reason you are going to be exposed is drought and the reason it is exposed in a drought is overall ground water all around is lowering.

Mr. Anthony stated that is one of the concerns I have with Mike here. During the last year, it was already that low and now if you all went ahead and did it and we had the same drought, it is going to be two feet lower than what it would have been.

Mr. Andy Ames stated no it is not. Seasonal high is as high as your water table gets in the year. This is based on average annual rainfall expected in St. Johns County specifically in this area. The St. Johns River Water Management District and Ocean & Graphic Administration keep charts. They have it to the level of detail that I can tell you the Fruit Cove area gets about one inch more on average than this area. When you do drainage design, you want to establish two elevations. One is called your permanent pool, which is your normal ground water and your normal water line. Then you want to establish your weir point. Your weir point is the volume in your pond. You have your seasonal high and typically, these things can be above the seasonal high ground water, so that the pond depths can be 12 feet, so when it draws down and up, there are no issues. When you are in a drought, your seasonal high can range from here to here back to here. The normal water line to the weir point is what we use for storage but that normal water line is going to fall in that range of your seasonal line that is controlled by the atmosphere and not the project. If the hydraulics and the water table in the wetland are higher than 27 then your pond won't go any lower. It won't evaporate down. It is going to stop it right at 27 and then you are done. It has to go over the weir and we are not really even using the weir. When you get to that 27 elevation, the pumps kick off and it just sits there.

Mr. Veazey asked and we might experience this summer if we are in a drought but right now, when we drive in if you do your changes that pond is going to look different than it does right now, correct?

Mr. Andy Ames responded it will because right now, you are not even at normal water level.

Mr. Veazey stated I know but that water level has been the same water level since we all have lived here. We knew from day one that we were concerned with aesthetics. Why can we not keep the pond at the same elevation it is now?

Mr. Sevestre responded because of the drain from the road.

Mr. Andy Ames stated they key is this weir elevation. It is at 28.74. This is the condition as it exists today. The normal water level as it exists today is 27.2. Our weir elevation is 28.74. It is unchanged, so if there is enough water that has come to the pond and it does not go over the weir then nothing changes. Our normal water level is at 26. If there is an issue with the rains that do come and the pond needs to be drawn down then it may come down to 26 but that is the only difference. Right now, you are sitting at about 28.74. It is up to the weir but it is not weiring over. When we do our work, our normal water elevation is calculated at 26 but your weir point is still the same at 28.74.

Mr. Veazey asked so why not design it as is? I know it can be done. Once you were in the conservation easement, you could have went further. I have talked to consultants. I just don't understand why it wasn't designed to be at the same water level that we have now because that was our main concern, which was aesthetics.

Mr. Yuro stated I think it is a very fair question to ask why didn't they go a little bit further. I guess I would say that with the condition we are at now, it is at plus or minus the elevation of 28 that was probably never going to be acceptable to the St. Johns River Water Management District. My guess is at a best case for the community, they would have had to go down to the 27.2 original design because the pond banks haven't changed from the original design. I don't know if it would have been possible to say keep it as it is today, so the elevation is all the time at 28. There was a pump installed but I don't believe that pump works. I think the pond has always been designed to be elevation 27.2. The fair question would be can we keep it there? I don't know if it would be possible for it to be any higher without having to go back and build up the pond berm.

Mr. Randolph asked do you want to request that we go back and see what our options are?

Mr. Veazey responded yes. I don't think we should approve the plans as they are right now because I think you are going to see a difference in the elevation of the pond. I don't want

to set them back and I don't want to make them do more work with their consultants but from day one that is all we asked for.

Mr. Sevestre stated they are lowering the level, so the water will flow off the road into the pond. Why can't they raise the road up?

Mr. Andy Ames responded that is an expensive proposition too. With raising the road, you are changing the profile of a number of things. You are also impacting property beside the road, so you are going to have magnitudes in differences in costs for road elevation changes.

Mr. Veazey stated our former Board member, who I spoke to, also made available a piece of land for retention over by CVS too. She owned it and was ready to get rid of it and it was out there for the County to buy, where they didn't even have to go here but I am not sure how that weighed out cost wise.

Mr. Andy Ames stated I can recall my conversation with that. My direction to the consultant was let's go explore that option immediately because I don't like messing with features. The problem is the St. Johns River Water Management District said that is not going to be an acceptable function and you have an issue over here with a pond that has a consent order and we are about to issue a consent order. As the operator and maintenance of the pond, the County says we have to work with them, so we will fix it and we will resolve it. That is why we abandoned the property in the north. The other thing is the property in the north is too small.

Mr. Veazey stated I think there is going to be a dramatic difference to the entry of our community if we let them lower it.

Mr. Hayes stated I am going to concur with Mike because if someone says it is too late in the game then I am going to tell them to take it back and fix it. The game started with those plans not to change the elevation. He knew the game plan. He changed the game plan.

Mr. Veazey stated the thing that is aggravating is let's go sit down with Prosser Hallock and the St. Johns River Water Management District and see if there is an option and keep it at the elevation that we have it. I don't think that is too much to ask for.

Mr. Andy Ames stated because it is a Board and because of the timeline, I can easily set up a meeting with the St. Johns River Water Management District folks, who gave us the direction to wind up where we are at. They are the drainage experts when it comes to these things. I will have the consultant there and Mike Yuro there. I have no problem with coming back to the Board but this Board only meets every two months. I don't know if I can coordinate

the St. Johns River Water Management District and another agency to come to your board meeting.

Mr. Haber stated I think there are different ways to deal with that. This Board can meet more frequently if it is necessary. It is just a matter of doing a notice. Another thing this Board can do is Mike Veazey has been involved to a significant degree and working with Mike Yuro, you can authorize Mike Veazey to participate in that meeting. Who knows what the St. Johns River Water Management District and Prosser Hallock will say but if they can agree that there is something that they can do that keeps the normal water level at an acceptable level then you can give Mike Veazey the authority to approve the plans, so the County can move forward under the terms of the agreement without having to come back to the Board. We need 10 days advance notice to get a meeting scheduled.

Mr. Veazey stated I don't know that I am comfortable with making that decision. I have no problem going to the meetings and representing the Board or anything like that but I don't want to be the one that approves the plans and that pond go down and everyone be looking at me.

Mr. Haber stated we can continue this meeting for 15 days from now. Mike Veazey can attend a meeting with Prosser Hallock and the St. Johns River Water Management District. If we continue this meeting then Mike Veazey can come back and report what his findings were in that meeting.

Mr. Andy Ames stated and that may be exactly what needs to happen. The reality as I understand it, is these water levels are set by the St. Johns River Water Management District. I have worked on other ponds, where we have been able to permit and go higher. That changes your aesthetics. We will sod it back but that changes the aesthetics. The other issue comes into the hydraulic function of the wetlands and that is the science world. That is out of my realm of what they tell us to do. I believe that is what got this set to where it is.

Mr. Veazey stated back when it was originally designed, whether it was Prosser Hallock or the County could have pushed to keep the pond level the same and could that have been done. That is the question I have and if they could have then why wasn't it and why are we having to lower it now.

Mr. Andy Ames stated that is a valid question. The fact that we have expanded the pond is an indication that the water level is a matter of creating that storage capacity with the permanent pool in place. It would be very hard for me to recollect three years ago when the

drainage costs were done in other meetings. We did ask our consultant to try to pull some data and what I got is not as much data as I was expecting but it does fill in some gaps. We do have to lower it a little bit but the compensation for that is our extension of two feet of the stone facade to cover the remaining part of your entry feature.

Mr. Veazey stated and that is appreciated.

Mr. Andy Ames stated the normal water line is just your average water line. It is a mathematical function of all of the rains. Your seasonal high is at the weir point. Our water is at 27.2 and our weir is at 28.6. Your water table going from the average is one and a half feet of just the water table in Florida's soil. In a drought condition it can be one and a half feet the other way. Lowering the normal water level is basically bringing it to the same point as the orifice was in the original design.

Mr. Veazey stated you are proposing to put a pond liner in too. Is that going to help keep the water up in the pond?

Mr. Andy Ames responded it maintains the water in the pond and it maintains the water in the wetlands in the wetlands. Say the wetlands are really dry and your water is in the pond, if you didn't have a liner it would go right into the soil and right into the wetland. The liner is put in place, which extends down below your drought condition lines to maintain your water level over here, which then allows this one to fluctuate independently. An orifice is effectively your draw down pumps. The reason the pumps were put in and probably the reason they don't work is it maintains the pond higher than what it has been permitted originally for to begin with. An orifice is a mechanical function. It is a hole in the wall. It could be an inch. It could be three inches, depending upon the size of the pond. It allows the water to bleed through to discharge. The reason you have that draw down pumps is when the CDD or builder took the permitted plans and began construction and during that construction plan, they took a brick and covered the weir and let the elevation be only at the stormwater discharge level and marked it up on the asbuilts and submitted it. From day one, the pond has been out of compliance at a higher water level and it is probably a function of showing a better picture for the pond. Today, the pond is technically out of compliance.

Mr. Veazey stated but we are still below it with your design plus I believe we have a letter from St. Joe saying when they deeded it to the CDD that the District permit was in compliance.

Mr. Yuro stated to the County. A couple of years ago we went through the process of getting all of the conservation easements turned over from the Developer to the CDD, as well as all of the pond permits. This permit actually got turned over the County but there was correspondence from St. Joe that included a letter from the St. Johns River Water Management District indicating that the pond was in compliance. Now maybe since then they have noticed something. I think it was 2010 when all of this was happening.

Mr. Andy Ames asked from the St. Johns River Water Management District or from the CDD?

Mr. Yuro responded there were some letters from the St. Johns River Water Management District that raised a couple of concerns but it wasn't at that pond. It was a comment from St. Joe saying that they received confirmation from the St. Johns River Water Management District that everything was in compliance. I know that permits that we took from the Developer are all in compliance because the St. Johns River Water Management District wouldn't allow that transfer to happen if there any pending issues. My belief right now is that the County owns the permit on this.

Mr. Andy Ames stated that is news to me, even though we maintain the pumps and ponds out here.

Mr. Yuro stated the Developer had indicated that it was in compliance a couple of years ago. I don't know if they thought they did something to fix the issue or not.

Mr. Veazey stated at the end of the day I think we need a few answers.

Mr. Haber stated we can just continue this meeting to a few days after the meeting that Mike Yuro and the Chairman can attend.

Mr. Veazey stated we can set the meeting up in the next couple weeks and then we will have our continued meeting on April 17th. We just need to make sure we have a meeting before then with the County and Prosser Hallock.

Mr. Andy Ames stated if the County can make changes and increase the water level with the current configuration of land that you guys are amenable to then that is great and we are open to that but the reality is it has been my understanding that this is set based on perimeters outside of our control. If I am wrong that is great but if that is the case, we wouldn't have entered into this thing without doing the upfront diligence.

Mr. Andy Ames stated I was here at the Board meeting speaking the first time and it was in general terms of needing land. We provided an interlocal agreement with you to pick your pond configuration. That pond configuration was picked. I will go back and check when that was approved but I am pretty sure there were already calculations completed. My direction to our consultant was to maintain the entry feature as it exists. There are things that are beyond their control.

FIFTH ORDER OF BUSINESS

Update Regarding Process for Designation as Golf Cart Community

Mr. Yuro stated the County has approved our report and we have moved forward with some of the improvements. The golf cart path has been installed along Leo Maguire Parkway, so that is done. The next step is getting the signs installed. That is taking a little longer because of the decorative posts. They have to be specially ordered and powder coated, so that is in the works. The best schedule that I have is probably within the next two to three weeks I would expect those signs to be in and installation to start. Once the signs are completely installed, then we will advise the County and the County will send out their inspector to confirm everything is done. My understanding at that point is the County would give us a letter, as well as send a copy of that letter to the sheriff's department advising us that our neighborhood has completed the requirements and are officially a golf cart designated community. At that point we will also send out another email to the community advising them of that and also reminding residents that we are a golf cart community but also inform them of the rules. The law is you have to be a licensed driver. We need to make sure people know that the open container law applies to golf carts.

Mr. Hayes asked where do we stand on the country club with the signage? Are they going to pick up that side of the bill?

Mr. Yuro responded Wes and I had a conversation about that. At the last meeting or two meetings ago, the golf course made the commitment that if it was required that they would participate. I have seen some emails, where they don't think it was necessary yet, as far as the signs. I disagree with that. I think what Wes and I have talked about doing was I was going to go ahead and figure out what 50% of the cost of just those signs for the golf cart crossing was and let Wes submit that with a letter saying we respectfully request you pay your share.

Mr. Hayes stated if I understand correctly when we had that meeting that the new statute said that the signs have to be a certain size.

Mr. Yuro stated the way that works is the signs currently don't meet the requirement. I think the technicality is if you have a sign that met the requirement at the time and the requirements change, you are not forced to change it when the requirements change but when that sign is worn out to the fact that it needs to be replaced then you have to replace it with a sign. The golf courses position was the sign was compliant at the time they installed it and they are not yet at the point that they need to be replaced but they are still visible, so therefore, in their opinion, it doesn't need to be changed. Where I disagree with that is back when the neighborhood was constructed, I don't believe that there were any golf cart designated signs. It was just not something that was yet in the book; however, that would clearly be a warning sign and the general size and shape for warning signs has always been 24x24 yellow diamond shaped signs. Had that been a warning sign that just said golf cart crossing then I could agree with their argument that it is not in compliance with the current symbol of a golf cart but it is at least a compliant warning sign. I don't think it was ever in compliance. What they have is a 8 ½ x 11 green placard, which has never been a warning sign. In my opinion, it has never been in compliance.

Mr. Hayes asked do you need any kind of Board action to send that letter?

Mr. Haber responded no.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Oliver stated Peter Treyz is here with us tonight. He is one of the tennis professionals that is a third party vendor with the District. He offers lessons to the residents in the District at no cost to the CDD. Peter had asked to come tonight to speak to the Board.

Mr. Peter Treyz stated my reason for being here is primarily to ask for me to really develop my programs and make something here at St. Johns Golf & Country Club something that the community would really and embrace. I would like the ability to fill my programs with not only members but openings that I might have room for could I possibly bring a nonmember in to offer a class and get things going to the benefit of everyone. There is no contract here for the tennis staff, which is fine. There is no salary. There is no retainer per se. The only thing that really generates income for me is when I am on that court. If I don't have the ability to really populate my classes with the residents that are here, it ends up hurting the residents in a way also. I can't offer a class with four kids in it if I have two residents. They really want a class of

four. It prevents me from getting that class going. Just from the standpoint of launching a real program at this location to have the ability to bring in people from outside would be a huge benefit to me and really provide me with the incentive to spend time, develop and grow something here for the benefit of those people here, who are involved in the tennis. I have worked with a lot of people in the community already over the last three or four years. There is quite a bit of need here and desire. Most of these needs are being met by other surrounding locations. I have worked at JCP. I have been at Deerwood. They are all going somewhere else and they are going somewhere else primarily because there is no way you can really grow something organically here without allowing the outside public to come in and fill up spaces. This is what I do for a living. It is not a hobby. To make it really efficient for me and worth my time if I had that privilege, it would be huge.

Mr. Haber stated right now, generally speaking, the recreation facilities are for residents, as well as what is called a paid user. We essentially adopted a paid user rate and someone could pay a one time fee that gives them the right to use the facilities, the same way a resident does for a year. It is an annual fee. You are required to do that because we are a unit of government, so they have to be accessible by the public. There are other Districts, who adopt fees that have different varieties of privileges that are less than the annual fee that opens up every facility that is available. It is entirely up to you. There is no obligation you do so. Julington Creek Plantation has a fee for people who want to participate in tennis. You would need to hold a public hearing. You would need to adopt the rate that says for x amount of money, we will allow a person to participate in tennis for this period of time.

Mr. Armstrong asked is it correct that the CDD does not allow outside swimmers on the swim team?

Mr. Hayes responded that is correct.

Mr. Armstrong stated so if we are looking at outside people for tennis then we are going to have to look at the swim team side, as well.

Mr. Randolph stated yes. I think the big issue is opening that door to other activities.

Mr. Peter Treyz stated it boils down to whether you ever want a tennis program to exist here. I have been in this business for 30 years coaching. In Jacksonville, I know of only two locations that do not allow outside members to participate in their instructional programs. It really does hamstring the coach from developing any kind of viable program for the benefit of

the members. You do get more traffic. You get more people coming in. They know that St. Johns exists in a way. You get more people going through the front door.

Mr. Hayes stated having gone up against this tennis group before, I would recommend the Board not pass this to another because if we put this out that we want to talk about this, we will have a very animate meeting in two months. There will be some people that sit right here in this front row and scream and holler and tell you all sorts of stories why this shouldn't happen. There is no one here, who wants to promote this tennis program more than I do. I want a tennis tournament here every year. We are the anchor to County Road 210. We are the best community around and we should have a tennis tournament here. The reason why the tennis hasn't grown here is because unfortunately there are other people in this community that don't see this like we do and they will get animate.

Mr. Peter Treyz stated there is an alternative model at most clubs that have privileges for nonmembers to participate in the instructional program. There is a different fee schedule. You have a premium paid for the people, who are nonmembers. That \$5 could be contributed to a fund for the general use of the tennis facility.

Mr. Hayes stated we do need to grow the tennis program. I think you would agree that our swim team is big enough. I would really like to have a tennis program but we really need to think about the residents first and do we start opening it up.

Mr. Oliver stated we will put this back on the agenda for the May meeting.

Mr. Hayes stated I think it would help if you put what you think your program would be or a couple of different programs, so that we can see it on paper. I know there are tennis groups that play up here and they do travel around.

Mr. Peter Treyz stated you have a huge league participation. I work with the A and B girls. I work with a number of the children in this community, where I really met at another location. I was sort of introduced to you guys five years ago. I would always scratch my head as to why there is nothing going on here. You have a huge population of very avid league players. I wouldn't suggest for a minute that if I were given that privilege that I would do anything to invade or knock those things out of their normal balance but I know there are big blocks that never get used here.

Mr. Hayes stated if you could also present us with the times you are talking about would be nice.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Haber stated we are monitoring the legislative session. There are bills regarding public participation in meetings. There are bills regarding websites and County oversight of CDDs. None of those have passed yet but we will continue to monitor them and when the session is over, we will give you an update on any laws that passed that would impact the District.

B. Engineer/Property Manager**1. Fitness Equipment**

Mr. Yuro stated the weekly schedule ended last month, as far as them coming out every week to check on the equipment. What I want to bring to you today is to look into doing a preventative maintenance with a group moving forward. With as much use as we are getting, the preventative maintenance is going to be good. We did have them here last week to repair one of our treadmills that was broken. He brought in a new control unit but then something else malfunctioned, so he has that on order. It was literally the night before he showed up that the treadmill next to it went down, so there are two treadmills that have been out since last Friday. He has the parts ordered and will get them fixed as soon as the parts come in. One of the treadmills is an original one and one of them is the new model.

Mr. Hayes asked I know we are beyond a year warranty but didn't they extend it because we had so many problems?

Mr. Yuro responded we are not beyond the warranty period but we are beyond this additional weekly maintenance that they threw in.

Mr. Hayes stated this treadmill has had to have been repaired at least four times. It is a lemon.

Mr. Yuro stated the newer model ones are very sensitive to touch. What I noticed is when you are using your headphones, your cable can hit that and shut it off. The first one is out of order and the one next to it, which has been a continual problem, is also out. What I wanted to present to you today is a preventative maintenance program moving forward. We had it at the old gym. We had it at this gym as part of the contract with Sears. Sears has provided it quarterly

for us for the last six months. I got a proposal from Sears and I got a proposal from Global Solutions. The technician with Global Solutions is who Sears strongly recommended. He is the guy that set it up initially and he was the best until he fell out of favor with Sears when all of the things started happening they kind of pointed their finger at him and he called them out on it. Then he stopped getting their work. I asked them each for a quarterly proposal and a monthly proposal. Sears for quarterly was \$2,785, whereas Global Solutions was \$1,000. That is their annual cost but for four visits. The yearly cost for monthly visits from Sears was \$8,460 and Global Solutions was \$2,340. Global Solutions also threw in a bimonthly proposal for six times a year at \$1,350. It also includes one unscheduled maintenance service call at no charge per month. Their hourly rate is cheaper at \$95 compared to \$120. Erin has also dealt with the gentlemen, whose name is Joey. I think both Erin and myself feel much more comfortable with him than going back to Sears.

Mr. Hayes asked is this common for brand new equipment? Within the first year of owning the equipment, you shouldn't have to have a technician onsite fixing it on a daily basis. Maybe we should keep the equipment that is working properly and then tell Sears to take the other equipment and tell them to give us our money back and purchase equipment from a different manufacturer. This is just going to be a black hole of expenses.

Mr. Yuro stated these are conversations that Erin and I have had at length.

Ms. Mixson stated I have asked them and according to them, this is the most unbelievable thing and it never happens to anyone else.

Mr. Hayes stated let's call other gyms that have these products and see what they say.

Mr. Haber stated we would have to look at the terms of the warranty. I don't know that just because it is a warranty that it means we have the ability to say take it back and give us our money back. It may mean we can say this is a lemon and we need a replacement. It would be great if we could say to take it back and we want our money back but we need to look at the terms.

Mr. Veazey stated the other question is, is anyone else allowed to work on their equipment, while it is under warranty.

Mr. Haber stated in addition to looking at the warranty, the other issue is while we are under the warranty period I don't want to take any risks of claims we can make by using an outside party.

Mr. Sevestre stated he must be factory certified or something because why would they use him if he didn't have some kind of training from the manufacturer.

Mr. Yuro stated I was told early on by Sears that these other guys can work on it but I would still want Wes to confirm that. They just did the quarterly maintenance two weeks ago, so if we went with quarterly maintenance or bimonthly, it still wouldn't be until the next meeting. I think we can wait until the next meeting to at least give Wes the opportunity to look at the warranty.

Mr. Hayes stated we need to look at that one treadmill. It is one of the original ones that has been fixed too many times. Even when it is fixed, it is still not sitting right. You can look across the treadmills and see this one is still at an incline. It doesn't go all the way down. It is a lemon.

Mr. Yuro stated we have certainly had way more issues with this equipment than the original equipment. I will coordinate with Wes. We will put the preventative on hold until we get more information.

Mr. Veazey stated I also have another guy that can get you a price. He does some of our other communities. It might be good to have a couple more prices just if we need to stay with Sears that you go back and say these are three of your competitors and they are a third of your cost.

Mr. Yuro stated Eddy is now their vendor, since they booted Joey out. He comes in and shakes his head and says he doesn't have any other place that has these kinds of issues.

A resident stated the big question is where else is this equipment being used.

Mr. Hayes stated I think we are happy with all of the other equipment. It is just the cardio equipment.

A resident stated maybe you can use that as a bargaining chip that we will keep your other equipment.

Mr. Hayes asked did we ever look and make sure that the year went from when the new equipment was brought in?

Mr. Haber responded yes. We confirmed that.

Mr. Yuro stated we will hold off on the preventative contract and I will coordinate with Wes.

2. Sidewalk Repairs

Mr. Yuro stated since the last meeting, the joint letter from the HOA and CDD went out to about a dozen residents. Jim sent the letter out. Erin said one resident dropped off the signed waiver. Other than that, the only communication I have heard from any resident was one resident emailed me with some concerns and questions about what he perceived as being a change in philosophy by the CDD Board. I briefly explained that I am not aware that anything has changed. The documents always put that responsibility on the homeowner. The Board certainly has the option and not the obligation to make the repairs. The summary of the sidewalk issue right now is it is kind of on hold right now pending more residents returning these waivers. If residents don't return the waivers then I would look for some direction from the Board on what we do with these sidewalk repairs.

Mr. Hayes stated then the HOA sends them a letter.

Mr. Haber stated the option is to approach the HOA. The letter was a joint CDD/HOA letter, so I think the next step is for the HOA to enforce their covenants and have the resident, who is the person obligated to fix the sidewalk to begin with, fulfill their obligations under the covenants.

Mr. Yuro stated I did reach out to the contractors again looking at the different options. The most cost effective option is to remove it and replace the sidewalk. I went back out to four contractors. Two of the contractors that gave a price in the past said they don't have the personnel to give us another price, so I got two prices. I asked them to give it to me per square yard or per section of sidewalk. One was from AWA, who actually did the cart path for us. They were at \$350 per section to remove and replace. Then Community Development Solutions is a smaller company. I know the owner of that company. They used to work for RB Baker & Petticoat. He has done some work for me in other neighborhoods, so he is pretty good. They came back at \$39 per square yard, which equals about \$110 per section to remove it and replace it. Certainly with any of these, you are going to need to have a minimum quantity. I identified 12 homes and each home would probably have a minimum of two sections per home. Some of them would have more than that, depending on the sidewalk in question. I think there were 12 homes that we identified the first go around. There was a total of 40 on a list that I had identified as being an issue and I picked the 12 worst as the starting point.

Mr. Armstrong stated so we are looking at \$4,000 to do those 12 homes and replace three sections at a time.

Mr. Yuro stated there was a total of 40 sections that I had identified originally.

Mr. Armstrong asked 40 individual sections?

Mr. Yuro responded no. It was 40 locations.

Mr. Armstrong asked but the 12 that we are talking about right now are the ones that have to be dug up and replaced? We can't grind those, like we were talking about at the last meeting?

Mr. Yuro responded we could but what I am finding out in talking to contractors is that it is cheaper to remove and replace it. I think it would be a pretty close guess to say two panels per location.

Mr. Randolph stated maybe we will just wait one more meeting cycle and see what happens. In the meantime, we could reach out to the HOA and have them call them.

Mr. Armstrong stated so at 40 homes and two panels each that is 80 actual sections, so you are looking at \$11,000. My concern right now are the 12 problem spots and one of them is up here on St. Johns Golf Drive. That thing is raised up almost two inches now.

Mr. Yuro stated it is significant. It is a hazard.

Mr. Armstrong asked the cost of \$110 per section, is that just the average cost he gave us?

Mr. Yuro responded that is with a minimum of five sections.

Mr. Armstrong asked is there anyway the Board would be willing to look at getting these problem sites down as soon as possible?

Mr. Sevestre responded but you can't do them until they sign the waiver.

Mr. Haber stated I think the fact of the matter is we can do it without the waiver. We have done it without the waiver. It is our property. They are our sidewalks. The covenants say that it is the homeowner's obligation to do and the CDD has the right if it chooses to do it. We adopted a resolution that says we acknowledge our right to do it but not any obligation to maintain the right-of-way improvements for the limited purpose of replacing any problems that and the Districts sole discretion may result in the safety hazard to the District residents or the general public. Then we go on to say that this isn't something that we are obligating ourselves to do and that we don't monitor the sidewalks. We protect ourselves, so it remains a resident

obligation but if you see one that is problematic, we can fix it and we have the right to do it. What we won't get is that waiver. We won't get that protection from the lot owner.

Mr. Armstrong asked did we budget any of these sidewalks in our yearly budget?

Mr. Yuro responded in the past, we have categorized it under general repairs and maintenance. There is a line item that is a catch all repairs and maintenance for things that happen at the playground. We don't have a separate line item for it.

Mr. Armstrong stated I am concerned about taking the liability off of us but I am also looking at the serious safety hazards we have out there. They are to the point now that someone could really get hurt. I plead with the Board for us to go ahead and get these 12 taken care of.

Mr. Veazey stated my only concern is that everyone just waits now for anything you want them to do.

Mr. Oliver asked doesn't the HOA have a mechanism, where they could make the repairs and bill the homeowners?

Mr. Haber responded yes. It would be somewhere along the lines of the HOA sending a letter to the homeowner saying you are out of compliance with the covenants because of the sidewalk. You have x number of days to fix it and if they don't then the HOA has the right to go in and fix it and then assess the individual lot owner for the cost that the HOA expended to fix the sidewalk. The CDD doesn't have that mechanism. The letter that has been sent to the homeowners has been a joint letter from the HOA and the CDD to say here is your obligation. Here is what the CDD is willing to do to alleviate that obligation. I don't know that the HOA can force them to sign the letter but the pressure the HOA can put on them is if you don't sign it, the CDD is not going to fix it and you are going to have to pay to fix it.

A resident asked what if the homeowner says that I wasn't in charge of putting in that particular tree and that the Developer was when they built that house?

Mr. Haber responded it doesn't matter. The documents that are recorded say that you are responsible for the tree and the sidewalk.

Mr. Yuro stated the first time I went to visit the homeowners I had the letter but I was explaining to them what was going on and it was not received well.

Mr. Haber asked how many hotly contested oppositions did we get and how many people just didn't respond?

Mr. Yuro responded the one email I forwarded to Jim.

Mr. Haber stated I have seen that.

Mr. Yuro stated that is the only communication I have had from it.

Mr. Haber stated so we have one good, one bad and 10 neutrals.

Ms. Mixson asked was there a deadline on the letter?

Mr. Haber responded I don't think so.

Mr. Hayes asked were they sent certified?

Mr. Oliver responded no.

Mr. Hayes asked can we send it back to them certified? We need some sort of response from them.

Mr. Veazey stated I have no problem calling the one guy that has already voiced his opinion. I really don't think we are asking that much at the end of the day. If they come in and ruin the sod next to the sidewalk, the contractor is going to fix the sod. I don't know that the letter really explains that. The reality is unless that tree dies there is really not going to be an issue. Some people don't know the difference between the HOA and the CDD anyways.

Mr. Yuro stated the first time when I went and talked to them was when we were talking about cutting the roots, so we are not doing that anymore. Really, the likelihood of their being an issue is minimal.

A resident stated at some point you are going to have to let the HOA own this because they are the ones holding the lever. We can have suggestions on how to handle it but if you get too many suggestions on the table then they think you are taking charge.

Mr. Veazey stated in a lot of communities, I ask my property managers if there is an issue and we have sent letters and they have responded, to at least try and call and talk to them. That way at least you tried.

Mr. Yuro stated I can reach out to them again. Then if they don't sign it then you know they are not going to sign.

Mr. Haber stated I saw the gentlemen's email that is opposed to it and his reasons for being opposed are just not winning arguments for him not signing it. We can talk about that.

Mr. Yuro stated I will try to reach out to them before the continued meeting.

3. Community Benches

Mr. Yuro stated this was brought up about a year ago. It fell through the cracks. It came up again at the last meeting. I was asked to order a couple more benches that were similar to what we have at the playground and in the meantime, I have shared some emails with one of the residents that is spearheading this desire. What I have put back in your package is what I presented last year. It is a proposal for a style of bench that was recommended by the manufacturer, Southern Recreation, who has done our recreation stuff out here. He gave me two different proposals. There is a map that shows up to seven potential locations, where the benches could go in common areas. In my agenda package that map is behind tab four. The first proposal is for the V6WVULS bench, which is the one that has the picture in your agenda package. It is a powder coated metal bench that has the two pegs.

Mr. Hayes stated we talked about this a year ago. We told you this bench was not going to be of the standards. I have talked to Jackie. You were given the instructions in the first week of February to go and get two benches then a month later, you are telling us that Jackie now wants six. I understand that but why did a whole month go by when we told you a year ago that these benches were not acceptable? You are giving me the same work that you did a year ago.

Mr. Veazey stated I have to disagree. I believe a year ago we went through this and you didn't like the benches and then you were going to go out and find some new benches. I don't know that the Board has ever seen those new benches.

Mr. Hayes stated you are right we never brought it up again. Jim said back in November that me and Tracy will take care of it and you guys all agreed to it. We told Mike to get the same benches that we had out there.

Mr. Yuro stated you never sent me any additional benches.

Mr. Hayes stated no. I didn't but you were told after the January meeting that Jim clearly said here in front of everyone that me and Tracy will take care of it. We took care of it. We sent you an order to get two benches, like the ones outside. This one we clearly said no to a year ago.

Mr. Oliver stated the way I remember it is I do think that you took on the project and I said I was willing to work with you. I don't know that you ever came up with any style of benches that you wanted pursued. Recently we were asked again to get some benches installed and that is when I asked Mike to get some benches. We wanted to be responsive to the community.

Mr. Hayes stated but a whole month went by from the time you sent him that email.

Mr. Oliver stated he got that email and did some further investigation.

Mr. Hayes stated but no one wanted this bench.

A resident stated this is been two years already. Rose approved benches three years ago. At the time I asked for a dollar amount. I went ahead and looked at some benches and they were like \$800. I said to Rose at the time that rather than just having three benches, we would be better off scattering them around the community and having six benches. What the residents are looking for is a place to sit. I don't care what they look like. If they are acceptable to the community that is what I want there. "Tracy, you told me to go look and Phil and I went to three different places and I came back and sent you three different things and one of them was a concrete bench." The concrete company said he would give us 12 benches at \$100 each and that includes getting them delivered. I have never heard another word about it. I have emailed Tracy almost every single month about where the benches are at.

Mr. Hayes asked and I emailed you in February and said what?

A resident responded you said that Mike was going to take care of it.

Mr. Hayes stated that we had made the order and passed it to Mike to carry it out.

A resident stated I spoke to Mike and he told me he got a thing from Jim saying that it was dead issue.

Mr. Hayes stated I didn't say it was over with. I said to go ahead and order the benches.

Mr. Yuro stated if we want to put the benches up by the playground then my recommendation would be that we cement them into the ground, so they don't get thrown into the pond, which is the second proposal that you see there. The proposal is for the same benches that you see out at the playground. The second page is for six benches. They are called the six foot recycled park benches. They are \$450 a piece. Then we could go ahead and pour the pad and anchor them to the ground and that is another \$310 a piece.

Mr. Armstrong asked so we are looking at \$6,000 to all six benches put in?

Mr. Yuro responded yes. I didn't give you a picture of the second option because it is the same one that is out there.

Mr. Armstrong asked but you have six that you are showing here but we have seven locations marked?

Mr. Yuro responded I marked up to seven locations, where I thought they made sense. We can certainly pick six or how many ever the Board wants.

On MOTION by Mr. Armstrong seconded by Mr. Randolph with all in favor to Order Six - 6 Foot Recycled Park Benches with Concrete Pads for a total of \$6,000 was approved.

Mr. Armstrong stated I would like for you to get with some of the residents and see where they would be the best utilized.

Mr. Yuro stated I can do that.

4. Resident Pool/Easement Issues

Mr. Yuro stated in your agenda package I included a letter. I have a resident that is looking to build a pool and the current design of the pool would impact the drainage easement in the back of his yard. We have had similar cases in the past and in each case, the Board has had me take a look at it and see if impacting the easement would harm your rights over that easement. In the past, we have typically been able to accommodate the resident. If the Board approves impacting the easement then there are some additional steps that would have to happen, including Wes preparing a hold harmless agreement, a surveyor has to redraw a new sketch of the easement because we are vacating a portion of the easement that they want to impact into. From my perspective when I look at these if it is a 10 foot easement that we are reducing to six feet or five feet then I try to look at what the easement is for and make sure we are not harming the function of the easement. In this particular case at 1944 Glennfield, the easement behind this yard is basically an access easement around the pond. This situation is a little bit different than any other one that we have come across because there is a bulkhead in the backyard of this particular lot and the proposed pool stays approximately 10 feet off of the bulkhead; however, the way the plat is on this particular lot that bulkhead is actually beyond the limits of the rear lot line, so while the homeowner enjoys the backyard, there is a wedge shaped portion that is technically not their property. What that means to the CDD is the location of the pool encroached into the easement that it was approximately two feet space, so even though there is 10 feet to the bulkhead, what the CDD has rights to is only the two feet closest to the pool. The summary of my letter is if the pool design was modified to slide it a few feet to maintain a minimal of five foot width from the rear lot line to the pool then as your engineer I would be comfortable that is sufficient width for whatever access we would need. The St. Johns River

Water Management District permit does require that for ponds that have multiple ownerships going into the pond, the maintaining entity has to have an easement around the pond for access. A five foot minimum easement is what the County requires as a minimum easement, depending on the size of the pond. I would be comfortable with a minimum five foot easement.

Mr. Armstrong asked do you know the length of the how far back the bulkhead is extending back into the easement?

Mr. Yuro responded I don't. I wasn't onsite when the bulkhead was constructed. I was onsite when one of the other bulkheads in the neighborhood was constructed and they did use tie backs. For this particular bulkhead, I was not there, so I can't confirm how it was constructed. I am assuming it was constructed in a similar fashion; however, if the pool were to slide to maintain a minimum of five feet to the property line that would give us close to 12 or 13 feet to the bulkhead, which would put them outside the anchor. My recommendation would be to address that in the hold harmless agreement that if during construction they encounter any of these dead man anchors that they need to stop and it needs to be evaluated. My suspicion is if the pond slides back to what I am suggesting that they would be okay but certainly, the homeowner needs to be made aware of it.

Mr. Armstrong stated I am all in favor of someone wanting a pool but my only concern is when you are digging that pool and you hit one of those tie backs and that wall starts leaning forward are they going to take the liability of fixing that wall.

Mr. Yuro stated especially since we know that is a potential, I think that would be addressed in the hold harmless agreement.

Mr. Haber stated that would be the intent. There is some level of risk and we would put that in the agreement and it would be on the resident to fix that problem and hopefully he would live up to that obligation. That is the risk you take. We can draft the language to protect the District that if the damage is done, the resident is obligated to fix it.

Mr. Armstrong asked how far is the decking going to go back on the easement?

A resident stated from what I have read, the decking is not an issue because that is removable. The concrete is the issue because once it is in, it is in. The pavers might go over the easement but there are no issues with that.

Mr. Yuro stated I would agree with that. I wouldn't be concerned about pavers. In this particular case, there is no pipe behind his yard that needs to be maintained. There is no drainage

going from another property across his property. Really, the easement would just be for access. If something ever happened to the wall and we need to get a contractor just to get access through that way then that is what this is for.

Mr. Armstrong stated as long as Wes put that in the letter that we still have access to that area then I am good with it.

Mr. Yuro stated what I would be asking the Board to do is to approve the encroachment into the easement subject to all of the other requirements that the County is going to require, which are the hold harmless and the vacating of the easement subject to the plans being slightly revised to maintain a minimum of a five foot drainage easement.

A resident stated and the plans as they are give you that five foot buffer.

On MOTION by Mr. Armstrong seconded by Mr. Randolph with all in favor the Encroachment into the Easement at 1944 Glennfield was approved, subject to revising plans & hold harmless agreement to be prepared by District Counsel.

Mr. Yuro stated Spring Break has started, so the pool is technically open this week. We are going to ask that the gate monitor starts strictly enforcing the card policy of bringing your card. The gate monitor is a good idea but what has happened is it kind of conditioned residents to not bring their card up here. When the gate monitor is not here, they are banging on the window or jumping the fence. Obviously, we will start off with trying to condition people to get to that point but the goal is that by the full swing of summer that people are bringing their card.

Mr. Hayes stated we also need to put a nice email together that we are going to start doing that.

Ms. Mixson stated our plan was to have the gate monitor gently remind them one or two times and then at some point enforce it a little bit more.

Mr. Yuro stated as you driving down Leo Maguire, where the power line crossing is between St. Johns Golf and County Road 210, all of that tree area to the right is actually CDD property. It is a conservation easement that we own all the way over to where those other neighborhoods are. In that easement someone has been out there four wheeling and tearing it up. Some residents complained to the St. Johns River Water Management District, who found out that it was our property and they called me. There is no issue with it yet, other than we need to

get it secured, so I reached out to the power company, which is Beaches Energy, so they are going to be facilitating and installing some posts and cable to prevent kids from getting in there or four wheelers but they can still maintain access if they need to. I got a call from them today. They are asking for a letter, since the CDD owns the property authorizing them to secure it with a cable. There is no reason for the CDD to ever get in there. It is a conservation easement. The only open area are the electrical easements.

Mr. Hayes asked do we need to post some no trespassing signs?

Mr. Yuro responded I think they are going to take care of that.

Mr. Veazey stated if they don't put up the no trespassing signs then we probably should buy a couple and put them out there.

Mr. Yuro stated at the last meeting the Board selected a contractor to repair the outfall structure. After that meeting I met with the contractor onsite to go look at it and talk about access and the structure had actually collapsed. It went from being a concrete weir that had a wash out going all the way underneath it and then there is a big concrete apron out in front of it about a 12 foot apron. The idea was that they were going to bust up the apron and utilize that to help fill the wall and dress it all back out. In the meantime, I guess it washed out enough that the whole thing collapsed. The bottom line is the repairs got more extensive. I am meeting them out there in the morning to do the repair. It is about a \$10,000 add on. It went from \$3,100 to \$13,500 for that repair. Keep in mind that was still less than the other quotes we got last time for the lesser repair. The company we picked is still cheaper with the more expensive repair. It is something that has to get done.

Mr. Armstrong asked when did it collapse?

Mr. Yuro responded the collapse happened sometime in the last month. It happened somewhere between identifying that we had an issue to meeting onsite and then selecting a contractor. I expect that the contractor is going to start next week to get that repaired.

Mr. Hayes asked what is up with the fence falling down on 95?

Mr. Yuro responded there are actually two fences along I95. I had received some emails from some residents, who were actually confused. There is a fence on I95 about a quarter mile south of golf hole number 13, which is across the lake from houses on Drury Court. The fence about a quarter mile south of that is in bad shape. Kids have gone back there and punched out most of all of the slats. Back in the summer Rose had directed me to take it down. The fences

were installed as a visual barrier. The trees and vegetation has matured enough that you can hardly see the fences at all from the homeowner's side. The fences do nothing for any noise abatement. A lot of people misconstrued that the fences are there for a noise wall and that is not the case. In fact about eight years ago when the Developer was still involved, they hired an engineer to do a study on it. A noise wall is a benefit to houses right up against it but the sound wave basically goes over the wall and back down, so if you are more than 150 feet away from the noise wall, it is as if the noise wall is not there. The houses right up against the noise wall reflect the noise over it. Rose had directed me to just remove the fence because it is kind of an eye sore from I95. When I went out there to look into it, I noticed that the fence had been reinforced with steel posts inside all of the pvc posts and concreted in.

Mr. Hayes stated because it blew over with a storm about seven or eight years ago.

Mr. Yuro stated that is right. My guess is that it would be several thousands of dollars to have someone go out there and remove it, so we just left it. The complaint that I heard recently from a homeowner off of Drury was about the broken down fence and how he thought he was hearing more noise. There is a second fence in that area behind Drury that is in good shape. There is actually one small 1x1 section that has a hole in it but other than that that 120 feet section of fence is actually in very good shape.

A resident stated I am that homeowner. At the time I confused the other one with being that fence. I went out there and looked. I have lived there seven years and recently I sit there at night and I look out the window and I see headlights running through there. I believe that some of that vegetation has been removed back there. When they built that fence, the slats probably have a couple of inches in between them, so it looks like a constant headlight. Where the fence ends, you can still see headlights. All of this has happened within the last year. Somehow that vegetation has been removed.

Mr. Yuro stated the only thing that I can suspect and I have no idea if this is the case but there is a sign at the southern end of that fence. I think the golf course still has the rights to that. There is an easement to get to that billboard. I know from time to time that I have seen where they will maintain the vegetation for line of sight for the billboard, so that is the only thing that I could suspect is happening. From the CDD side, we have done nothing back there to remove any vegetation. I am not aware of the golf course doing anything.

A resident stated I saw the golf course people out there the one day and they were very liberal with their weed eaters and they started cutting stuff back there, so I had a meeting with the gentlemen over here.

Mr. Yuro stated I will say that the golf course will go through and trim down along the pond banks every winter. I know this past winter, they trimmed quite a bit of vegetation along several of the ponds.

C. Manager

Mr. Oliver stated we are going to bring the proposed budget for 2014 to the May 22nd meeting. The Board will have the opportunity to approve that budget, so we can submit it to St. Johns County by June 15th. Then over the next 60 plus days, we will refine that budget, in order to have a public hearing at the end of July. Then we will put it on an assessment roll and submit it to the County.

Mr. Veazey asked where are we at with the reserve study?

Mr. Oliver responded Charlie Sheppard is updating the reserve study.

Mr. Veazey stated I think it would be good to see that.

Mr. Oliver stated yes. We should have that in May and we will also have the fiscal year 2012 audit.

Mr. Yuro stated I know he was onsite last week. On the sidewalk repairs I know I am going to reach out the residents. Can I at least get the Board to approve using the lower dollar contractor?

On MOTION by Mr. Hayes seconded by Mr. Armstrong with all in favor the Proposal from Community Development Solutions for Sidewalk Repairs was approved.

D. Art of Living Director

Ms. Mixson stated as you probably saw, the spring fling was cancelled on Sunday due to the rain. The soccer field was a swamp. It will be this Saturday from 1:00 p.m. to 4:00 p.m. It will be a little bit smaller because some of the vendors couldn't come back out this weekend. We will still have an Easter Egg Hunt, a bunny, inflatables, games, face painting, etc.

EIGHTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Hayes stated we have talked briefly about the walls in the fitness center. People are putting their hands on the walls and doing their stretching. In talking with Stacie, we felt some rails in some strategit spots and some signage would be good. The walls are very dirty. Erin did say something about the wrong paint.

Ms. Mixson stated I am not a contractor but it appears they used a flat finish, so you can't wipe it at all.

Mr. Yuro stated most of the marks on the walls are either come from hands or weights. The cleaning crew did try to clean it and it just smeared it. It is really a function of the paint that was used. We do have signs. They just need to be installed. They are just some informational signs.

Mr. Hayes stated if we can expand on the signs to at least suggest they stretch in the aerobic room. I would also like to look at getting the proper paint on that wall, so it can be cleanable.

Mr. Veazey asked can we go back to the plans and see what kind of paint was supposed to be used?

Mr. Yuro responded I can go back and look.

Mr. Hayes stated I didn't realize we were not allowed to have alcohol at the parties. I mentioned it to Wes and his response was he was going to bring some suggestions from other communities that have alcohol.

Mr. Haber stated right now, the District's policy provide that alcoholic beverages will not be served nor sold nor permitted to be consumed on Sampson Creek grounds. There is no exception to that. I went back and looked at policies of other Districts and they often will have the ability for someone who wants to rent a room for a party to get the necessary authorizations and provide supplemental insurance and waivers to the District that will allow them to have alcohol at the party. It is really a policy decision for the Board.

Mr. Veazey asked how many people have complained?

Mr. Hayes responded I don't think that anyone has complained. I think they are just doing it.

Ms. Mixson stated for example, Tracy sent me an email and said he was interested. I sent him an email back with the form and the policies and in the policies it says no alcohol is

permitted, so they know before they book a party that they are not allowed to have alcohol. I haven't found it to be a real issue. We have had more of an issue with people, who have just brought alcohol anyways and are argumentative with the security guard.

Mr. Yuro stated the security guard doesn't go look in people's cups but if he sees a beer can or a bottle, he will tell people they have to put it away. He has had some push backs.

Mr. Haber stated I can come back to the continued meeting and have something prepared for you to review.

Mr. Yuro stated the one fear that I have is if there is a party going on here and it is allowed that they can carry it out to the pool then what is going to stop everyone else at the pool that hasn't signed an additional waiver to not have it.

Mr. Haber stated the fact of the matter is if people are out there doing it now and there is damage or injuries as a result of that, they are breaking the CDD rules, so there is some protection for the District. To the extent, you are getting that liability coverage, there may be some benefit, so the party for which you received the insurance is contained. There may be some benefit to having that dividing line.

Mr. Hayes stated I would like for you to work on both options because they are doing it at the pool now.

Ms. Mixson asked do we have other Districts that just allow alcohol?

Mr. Haber responded generally the rule is if you are having a party and you are going to provide that extra level of insurance coverage then you can have the alcohol. I didn't see anywhere alcohol is just permitted.

NINTH ORDER OF BUSINESS

Audience Comments

A resident asked in anticipation of the 17th, can you do your best to get them to have a few charts and diagrams?

Mr. Yuro responded sure.

A resident stated we have a men's tennis team now. We have three home matches left. We play on Saturday's from 9:00 a.m. to 11:00 a.m. The team wants to request those Saturday's.

Ms. Mixson stated I already have that information in an email.

Mr. Hayes asked is this the same group that got the Friday nights?

Ms. Mixson responded no. He had emailed Mike first and we talked to Jim and he thought the best thing would be to bring it to the board because it is all four courts on primetime on a Saturday afternoon. We have never really allowed anyone to take up all the courts on the weekends before. I wasn't comfortable authorizing that.

Mr. Randolph asked are they all residents?

A resident responded six of us are residents here and one lives in St. Johns Forest. For every match, we need five courts, so we use one court in St. Johns Forest.

Mr. Armstrong asked so you are asking for the courts once a month?

A resident responded yes.

Mr. Armstrong asked so you want one in April, May and June?

A resident responded yes.

Mr. Hayes stated I don't think we have let any other team or group reserve all four courts at the same time.

Ms. Mixson stated the ladies do during the week.

Mr. Hayes asked do they reserve them or do they just get here first? I don't have a problem with it. It is only from 9:00 a.m. to 11:00 a.m. You can post it out there, so people have time to move around it.

A resident stated two courts will be done by 10:30 a.m.

Mr. Veazey asked can you just make your time longer and only use two courts instead of taking all four courts?

A resident asked what do we allow for the women's team here?

Ms. Mixson responded they have clinics on Mondays and Fridays and they have matches on Tuesdays, Wednesdays and Thursdays. There is a schedule out there. It is not every Tuesday, Wednesday and Thursday.

A resident stated but they have first dibs. They technically reserved it.

Ms. Mixson stated yes.

Mr. Veazey stated if we are already doing it then I don't have a problem with it.

Ms. Mixson stated really the only difference is the women do it during the week, so you can kind of argue that weekends is when families are home and may come play.

Mr. Oliver stated you are good to go then.

A resident stated I am not up to speed on this County Road 210 project but based on the conversation I hear tonight, you are trying to stall.

Mr. Veazey stated we are not trying to stall. I just think we want the best for the community.

TENTH ORDER OF BUSINESS

Financial Reports:

A. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending February 28, 2013

Mr. Oliver stated included in your agenda package is the balance sheet and income statement as of February 28, 2013.

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. Veazey seconded by Mr. Randolph with all in favor the General Fund Check Run Summary & the Capital Reserve Fund Check Run Summary were approved.

C. Special Assessment Receipts

Mr. Oliver stated included in your agenda package is the special assessment receipt schedule. You are 96% collected.

ELEVENTH ORDER OF BUSINESS

Next Meeting Scheduled – April 17, 2013 at 6:00 p.m.

Mr. Oliver stated the next scheduled meeting is April 17, 2013 at 6:00 p.m.

On MOTION by Mr. Veazey seconded by Mr. Randolph with all in favor to Continue the Meeting to April 17, 2013 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida was approved.

TWELFTH ORDER OF BUSINESS

Adjournment

Secretary/Assistant Secretary

Chairman/Vice Chairman