

MINUTES OF MEETING
JULINGTON CREEK PLANTATION
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Julington Creek Plantation Community Development District was held Tuesday, December 11, 2007 at 6:00 p.m. at the Community Development District Administrative Offices, 950 Davis Pond Boulevard, St. Johns, Florida.

Present and constituting a quorum were:

Susan S. Beaugrand	Chairperson
Kathleen P. Minnis	Vice Chairman
Al Abbatiello	Assistant Secretary
April Spears	Assistant Secretary
Brian Pincket	Assistant Secretary

Also present were:

James Oliver	District Manager
Jamie Fowler	District Counsel
Matt Maggiore	District Engineer
Mike Lucas	Basham Design Group
Stacie Hernandez	Julington Creek CDD
Laura Callahan	Julington Creek CDD
Shelly Timbol	Julington Creek CDD
Ashley McVeigh	Julington Creek CDD
Morgan Ragland	Julington Creek CDD
Jerry Hill	Julington Creek CDD

FIRST ORDER OF BUSINESS

Roll Call

Ms. Beaugrand called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the November 13, 2007 Meeting

Ms. Beaugrand stated the next item on the agenda is the approval of the minutes from the November 13, 2007 meeting. Are there any additions, corrections or deletions to the minutes?

There not being any,

On MOTION by Ms. Spears seconded by Mr. Pincket with all in favor the minutes of the November 13, 2007 meeting were approved as submitted.

Mr. Abbatiello joined the meeting at this time.

THIRD ORDER OF BUSINESS

Discussion of Recreation Complex

Ms. Beaugrand stated the next item on the agenda would be the discussion of the recreation complex.

Mr. Lucas stated we are making good progress. They have poured the slab and started framing the second floor of the recreation center. The trusses are going to be there on Thursday, the block work is completed on the pool house building. The junior olympic pool is shot. The fun pool the steel is in place and they are supposed to shoot it this week or next week. They are making good progress.

Ms. Spears asked what does shoot mean?

Mr. Lucas responded the concrete is in. The shell is in so it looks like a pool.

Ms. Beaugrand stated it also looks like they have the roadbed pretty much built up all the way.

Mr. Lucas responded they are recovering from the flood and I think they have the pad for the skate park building in.

Ms. Beaugrand asked is all of the stormwater drainage in all the way?

Mr. Lucas responded it is mostly in.

Ms. Beaugrand asked is the pond still holding water in the back?

Mr. Lucas responded it has gone down. They had to get that pile of muck out of there so we are hopeful it will come back.

You had asked some questions about the skate park and the bikes and Dicky Smith is talking to two or three manufacturers we are trying to get all of the cut sheets and all the information on what they recommend and what they say is acceptable. We are going to start having meetings out there every other week on Wednesday about 11:00 a.m. and Stacie is going to be a part of that. I think tomorrow they are going to bring out a sample of one of the ramps so

that we can start the dialogue and start the conversation and get a little more information on what type of system we will be using.

I need to bring something up about the sign upfront. We originally had it so it was perpendicular to the street so you had a two-sided sign. If you were approaching it from either direction, you could see it. Then I was talking with Carol and started to think would it be better to do just a single side of the sign, which would mean it would be parallel to the road and the letters will be harder to see. We have some preliminary budget numbers for doing a single-sided sign with Julington Creek and all of that in which the inset reader board is about \$5,400 but to do it on both sides is \$9,800. I will need some direction as to whether you want to go single-sided or double-sided.

Ms. Beaugrand stated with all of the other signage that we have to do out of the facility the question is what we have budgeted sufficient to give us a choice as to whether we wanted to go one-sided or two-sided. We haven't even spec'd out the cost of the signage outside of that budget.

Mr. Lucas stated we did combine the sign because you had a separate sign for the meetings and for that and we increased the height of your entry sign and made that one sign. We eliminated one sign that was going to be back past the skate park. Now we have one sign and do you want it parallel to the road, which will it be harder to see or if it is perpendicular you don't have to be right up on it to be able to see it.

Ms. Beaugrand stated the other thing is that gives you double the space for events. You don't have to have the same thing on both sides. He needs to pour the base?

Mr. Lucas responded he is trying to get his concrete work done. That is one of the last things he has. He has all of the building concrete block done, he has the pool house done.

Mr. Pincket stated I am probably leaning in the direction of the two-sided sign. The functionality of it is significant. It is a reminder as you are going by. I think it is also safer.

Ms. Beaugrand stated that is the biggest issue.

Mr. Lucas stated that would be a problem with people slowing down in front of it.

Ms. Beaugrand stated it is a matter of glancing versus turning. People are going to look just by nature. When you pass by Fruit Cove Middle School their sign is parallel to the road and it is very difficult to read it versus Julington Creek Elementary it is not quite perpendicular but it is slanted so it makes it much easier to read it.

Mr. Pincket asked is this going to be a lit sign? At least lights on the ground shining on it?

Mr. Lucas responded I think it has lights.

Mr. Pincket stated so we don't know if going with the \$9,800 versus the \$5,400 is going to blow a budget just for the sign or not. We have no idea at this point?

Mr. Lucas responded we just had a budget set aside.

Mr. Pincket stated somewhat related and I know it is early in the project but where do we stand budget-wise based on what we budgeted and what has been constructed so far? Are we ahead, behind?

Mr. Lucas responded it is too soon to tell. We have had a few change orders but the signage is just a line item. There were certain things that were pulled out because it was under the \$200,000 that the CDD is not required to bid it out.

Ms. Beaugrand stated this is one of the things you may remember when we were talking about the original budgeting there were certain FF&E and capital expenditures that were non construction related that we didn't want to put under the contractors contract because he was going to charge us 10% profit on it. It made sense on that kind of stuff to pull it out. We did originally have two signs so there is some cost savings to combining the signs. My tendency is to want to go with the two-sided sign, too. We're within our overall contingency budget certainly because we have a lot of contingency built in.

Mr. Pincket stated and we don't know what's coming.

Ms. Beaugrand responded we don't, but it is not like this is a major expenditure. That is my tendency on it.

Mr. Abbatiello stated I think the two-sided signage would probably work best and we should go ahead with that.

Ms. Spears stated me too.

Ms. Beaugrand asked do we need to do a motion on that Jamie? It is not really a complete budget item at this point. It is just directional.

Mr. Lucas stated that is the way it was always located. You are not approving the signage now.

Ms. Beaugrand stated so it was always spec'd out to be perpendicular to the road.

Mr. Lucas responded yes but before it wasn't a reader board on that side. Before it was Julington Creek on both sides so you really weren't increasing the cost.

Ms. Fowler stated since it is within the budgeted amount in the signage amount since you are not going above any kind of budget and since that was the intention I think Mike is just looking for some direction. I don't think it needs a motion.

Ms. Beaugrand stated Stacie just has to stay within budget for the rest of the signage keeping that in mind.

Ms. Hernandez stated I will get with Carol tomorrow. Do I go back and deal with Ron as well?

Mr. Lucas responded yes.

Mr. Pincket stated you just said that Stacie has to stay within budget for the overall signs.

Ms. Beaugrand stated we have a budget of \$20,000 from the original budget. We just have to be sure to stay in budget. That is the only major sign. The rest of the signs are the signage for the pool rules and skate park rules and things like that.

Mr. Pincket stated I guess your point is we have to make sure she stays within budget or if there is an issue about going over budget then we have to discuss it and vote on that.

Ms. Beaugrand stated yes. She is going to get with Carol from Mike's office and the sign guy and spec all the signs out and get a proposal and bring it back to the board but she needs to keep in mind that we are spending almost half of that budget on the front sign.

Mr. Pincket stated I agree she needs to be conscious of what the budget is for the sign but I don't want her coming back with a sign package that looks cheap or something like that.

Ms. Beaugrand stated she is going to have to come back to us regardless.

Mr. Lucas stated I want to get direction on pool tile. This is the pavers we selected. I asked the interior designer to select the pool tile that goes around inside the pool and this is what she selected. All of the tile inside the pool as far as the markers and the edge of the steps will be black. But this is the tile that goes inside the pool.

Mr. Pincket stated like the gutter.

Mr. Lucas responded yes, something that complements this. I don't know if you were thinking of going with something more green but that is a more neutral tone.

Ms. Beaugrand stated I am fine with that. I think it is consistent with the color and tone on the paver.

Mr. Lucas stated I am going to verify this but this is the brick and mortar they supply out here so we will confirm that but we have the Julington Creek brick as he calls it with dark gray mortar.

Mr. Pincket asked where is that going?

Mr. Lucas responded on the building.

Ms. Beaugrand stated so it is consistent with everything we have out here.

Mr. Lucas stated Stacie brought up stuff about the starting blocks and I will talk to you about the starting blocks tomorrow.

I want to bring up proposed PCOs and during the week I had called Susan to get some immediate action on one. In one of my meetings with Stacie and the vendors it was brought up that on the second floor all of our equipment is facing the back of the building towards the pool but there is a niche in the front of the building where the vendors and Stacie thought it would be nice to be able to provide for future bikes. Since they were in the process of pouring the slab and needed to get a quick answer they did talk to Susan about that. It was an additional \$2,500 to rough in for eight future pieces of equipment.

Ms. Beaugrand stated that is for the electrical.

Mr. Lucas stated that is for the electrical box in the slab. We could have come back and installed it later but it would have been at a greater cost to you. It gives you greater flexibility to have stations upfront.

Ms. Beaugrand stated that is for future expansion. Mike called me a day or two after we canceled the interim meeting, but Dicky had to finish pouring the slab so because it was such a small amount I made the decision.

Mr. Pincket asked I think we gave you that discretion anyway, didn't we?

Ms. Beaugrand responded yes. We need the board to ratify that decision.

On MOTION by Mr. Pincket seconded by Mr. Abbatiello with all in favor PCO no. 7 in the amount of \$2,573 for the additional electrical rough in was approved.

Mr. Pincket asked how many stations do we have right now? What is the plan in terms of that kind of electrical equipment that you work on an individual basis such as a treadmill, elliptical, bike? You have them running across the back overlooking the pool.

Mr. Lucas pointed out on the plans the location of the fitness equipment.

Mr. Lucas stated the next one is the formal PCO that we talked about last week instead of having Whitewater as a play feature we are now going to have Compact do it. It is a no cost change order.

Ms. Beaugrand stated we approved that last month.

Mr. Lucas stated this is similar. We have a slide tower and between the time that Dicky priced the slide tower and went to bid, Whitewater increased their bid amount over \$25,000. We contacted another company call Splashtacular and they will do the exact same slide for Dicky's original bid amount. PCO no. 9 is changing from Whitewater to Splashtacular for the exact same slide tower that we originally designed.

Mr. Pincket stated you say the same slide tower. Do you mean the same manufacturer?

Mr. Lucas responded the same slide. Instead of being Whitewater it is going to be Splashtacular.

Ms. Beaugrand asked is it comparable in quality?

Mr. Lucas responded yes.

Mr. Pincket asked if they increased it to \$25,000 what was the overall bid? I'm trying to get a sense of what \$25,000 is in relation to the overall bid.

Ms. Beaugrand responded \$150,000.

<p>On MOTION by Mr. Pincket seconded by Mr. Abbatiello with all in favor PCO no. 9 change the manufacturer on the slide tower from Whitewater to Splashtacular was approved.</p>
--

Mr. Oliver asked just for the record what was PCO no. 8?

Mr. Lucas stated that was the interactive feature, no. 7 was the eight additional electrical outlets.

Mr. Oliver asked was there a dollar amount associated with PCO no. 8?

Mr. Lucas responded no. PCO no. 10 is the request for additional time. I went back and talked to Dicky on this and even though you are allowed a certain amount of rain days because of the substantial amount of rain, they had a lot of damage on the site because of flooding. They had to have some things redone and put them extremely behind schedule. He said he wants to hold

to the 45 days but he doesn't want a cost increase. He still plans on getting it done within the time schedule, but he wants to have those 45 days just in case.

Ms. Beaugrand stated so we effectively can't penalize him if he runs over but he is not adding cost to that.

Mr. Lucas stated he is not adding cost and it is actually costing him because you have your general conditions based on a certain number of days and he is not adding any money to it, his general conditions is zero.

Ms. Beaugrand stated so if he goes over and needs some of those 45 days he is doing that free of charge and he is undergoing the expense of mobilizing.

Mr. Lucas responded yes. He put DFC request 45 additional days to be added to the contract time due to the extraordinary rainfall experience from early September to the end of March. The rainfall during that period stopped site work over 30 days and completely shut down the project from October 3 to 14. The rainfall and subsequent flooding caused severe damage to the exposed 14 acre site resulting in significant losses, structural field, water and utility placement, site erosion protection as well as weeks of earthwork progress. Due to the wet conditions suitable fill was not available for several weeks following the Julington Creek area flood. As a result site utility and earthwork initially scheduled for completion at the end of September will be finalized within the next two weeks. The rain just flooded the site.

Mr. Pincket stated I don't understand why he is asking for this.

Mr. Lucas responded his original contract is September.

Mr. Pincket stated and within that he allocated so many rain days.

Mr. Lucas stated because this was above and beyond that because it flooded the site and basically ruined and washed away things, he is wanting an additional 45 days to the end of the contract.

Mr. Pincket asked what do we get by that? He is asking for a gift, the 45 days?

Mr. Lucas responded he is due a certain amount of days.

Ms. Beaugrand stated a certain number of days he is due. He is probably not due 45 days. Effectively we would be giving him an extension of time and waiving levying any penalties during that 45 day period.

Mr. Lucas stated he is allowed a certain number of days.

Mr. Pincket stated that is in the contract.

Mr. Lucas stated this is above and beyond.

Ms. Beaugrand asked how many days would he be allowed based on the work stoppage that he incurred?

Mr. Lucas responded I don't know. He is pretty honest about things and he said he feels he is allowed the full 45 days because that basically ruined the site work he had done and he had to go back and redo.

Mr. Pincket stated he is saying that he believes the contract says that when you have the kind of rain that we had he is allowed to extend the contract by 45 days.

Mr. Lucas responded yes.

Mr. Pincket stated if he is, he is. Are we pretty much agreeing today that he is entitled to it?

Mr. Lucas responded yes. He is entitled to it but any time you do that you have to submit a change order for it. It is not only the amount but it is your completion date. What we will be doing at the bottom of the contract in addition to the schedule the change order will be for 45 days and will show up.

Mr. Pincket stated I understand that. I guess what I'm trying to get a handle on is, is he asking for a gift or not? The contract says if we have certain types of rain, volume of rain, number of days of rain he is allowed to extend the contract.

Mr. Lucas responded yes.

Mr. Pincket asked does the contract also provide that he come back to us with a change order and we specifically affirm that in writing so we are all on the same page?

Ms. Beaugrand responded right.

Ms. Fowler stated there is a provision about rain and he has to specifically request it of the board and the board has to act on it because it is an addition to the contract, it is changing the contract. The board is required to act on his request. The contract provides that he will request that should certain circumstances occur.

Mr. Pincket asked have you reviewed what those circumstances were up against the contract language to see whether or not he is entitled to this?

Ms. Minnis joined the meeting at this time and stated I agree with what you are saying because we discussed this in the past. We discussed this at a previous meeting and what is abnormal? How many days? What days were cited that he could not work?

Ms. Beaugrand stated you missed how many days were cited, so Mike will you repeat the number of days, the work stoppage that was caused by the rain?

Mr. Lucas responded it says the rainfall during the period stopped site work for over 30 days and completely shut down the project from October 3 to 14th. The rainfall and subsequent flooding caused severe damage to the exposed 14 acre site resulting in significant loss of structural field, water utility placement and site erosion protection as well as weeks of earthwork progress. Due to the wet conditions suitable fill was not available for several weeks following the Julington Creek area flood.

Ms. Beaugrand stated the site was not suitable for work for 30 days, they had complete stoppage from October 3 through the 14th which was part of that 30 days, right? Then at the end of that 30 days when they were able to continue filling they had to fix things that had been destroyed as a result of the flooding.

Mr. Lucas stated they had to remove the things they had fixed and redo them.

Ms. Beaugrand stated so they lost some time and they had to redo it. It wasn't just that they had stoppage, there was additional time past that 30 days that they had to redo what had been done previously and destroyed during the rainstorms.

Mr. Lucas stated this was an unusual rainstorm. This wasn't just a light rain. There are a certain amount of rain days in the contract and that means that you can't get out and work. This isn't an occasion where you can't get out and work this is a case that it ruined the site.

Mr. Pincket stated this is an extension over and above some number of allocated rain days that are in the contract already. This is just an unusual circumstance.

Ms. Fowler stated there is not an allocated number of days. I don't remember exactly what it says but it probably says something to the effect that the contractor should factor in normal weather conditions in submitting his proposal and submitting his schedule. It is a judgement call from the board. This is outside the norm.

Ms. Beaugrand stated how you can allocate that.

Ms. Fowler stated exactly, there is no way to objectively do that. That is something that the board and consultants can determine what is appropriate based on what the contract says and what the conditions were at the site. I wasn't at the site so I don't know, but I have to agree with Mike that it doesn't appear that ruining work that had previously been done is something that is

contemplated by a weather condition. Weather conditions mean you can't go out and work. I think that is the standard.

Mr. Pincket asked does the contract then provide that in a circumstance like this where you have this unusual rain that actually damages the site.

Ms. Fowler stated the contract doesn't deal with that much detail as to what constitutes extraordinary weather conditions.

Mr. Pincket stated but it has language extraordinary weather conditions that delays the contractor. I'm just trying to understand what the basis is for asking for the extension. It is not just normal rain days it is something more than that.

Ms. Fowler stated the provision is put in so the contractor doesn't lowball the schedule. When we are taking bids the contractor's part of the bidding package is the time. What we want is a realistic schedule. It doesn't do any good if they say they can finish in 100 days if that is not reasonable. If weather conditions and weather patterns which are general to the area would cause several days of work stoppage, everyone has rain, there is always something that is wrong that happens during the course of the contract where they can't work every day. At the same time the owner of the land is contemplating in the agreement to work with the contractor in recognizing that there are things above and beyond what can be contemplated that maybe liquidated damages for days being gone are appropriate and if you work with me I will work with you and it is kind of a symbiotic relationship that you have and you don't want to put a contractor that is doing a good job off because of 45 days.

Ms. Beaugrand is the 45 days calendar or business days?

Mr. Lucas responded they will be working days. His intent is to get it done per schedule. He is just wanting to make sure if we have another rain delay.

Ms. Fowler stated there is also something in the contract that makes him ask for the days within a certain period of time. I'm not 100% certain that is in the contract, it is a lot of a contracts where they can't wait until the end and say by the way I need these days. That needs to be done within a certain period of time.

Mr. Pincket asked is he saying this total delay, the rain, the delay, fixing what was damaged was approximately 45 working days that affected him?

Mr. Lucas responded yes. You couldn't even drive on that thing. He tore up three trucks just driving back there.

Ms. Minnis stated you said in a previous meeting that he had asked for 45 days and you said it was too much.

Mr. Lucas stated I had thought that it was just the normal but when he explained it wasn't just the rain, it was what it did to the site. That is the problem, it is not just the rain. Three or four years ago, when you had the hurricanes come through those are not part of normal things that you can factor into a schedule.

Ms. Minnis stated when you made this statement that are in these minutes that was based on I'm thinking about when it rained.

Mr. Lucas stated I wasn't thinking about what it did to the site. I couldn't get back in there either. I didn't know the extent of the damage.

Ms. Minnis stated when you said it is only time for us and not money, that means?

Mr. Lucas responded your general conditions basically you have a contract that is spread out over 100 days you have general conditions for X amount of dollars. You divide 100 days by that amount of money and that is how much it costs him per day to be on the site. If you extend that contract a lot of times you ask for money to extend that contract for your general conditions. He is not asking for money to extend his 45 days. For every day he goes over it is costing him money to be out there because he is not getting any more money in his general conditions.

Mr. Pincket stated but the contract doesn't really permit him to ask for additional moneys under these circumstances.

Ms. Beaugrand responded he could.

Mr. Lucas responded he could ask for money. He could come in and say if you want to document it I can show you where I have X amount of days and this is what I will do, he will divide his general conditions by his contract and say I am allowed by contract X amount of money.

Mr. Pincket stated so this change order says 45 days and it is clear he is not asking for additional money.

Ms. Beaugrand responded no money.

Ms. Fowler stated this clarifies the point that Brian had earlier about it not being a "gift" in that he is giving something up what he might be entitled to just as the district is giving something up something they might be entitled to.

Mr. Lucas stated actually he is giving you something because he is not charging you for it.

Ms. Fowler stated that is what I'm saying. Rather than having to go through the process of having documentation the board's gift if the board chooses to go that way that the board is going to approve the change order giving him 45 day extra days but no extra money. That also gives him an incentive to finish on time.

Mr. Lucas stated his goal is to finish per his date, that is what he wants to do.

Ms. Fowler stated I just wanted to clarify that for the record.

On MOTION by Mr. Abbatiello seconded by Mr. Pincket with all in favor PCO No. 10 for an additional 45 days at no cost was approved.

Mr. Lucas stated at our last meeting I was talking to our new fitness director and there is a fitness director's office on the second floor and it didn't have sound batt and she requested that we look at putting sound batt in to give her a little more privacy. That is an additional \$435 to put sound batting in the athletic director's office on the second floor.

Ms. Beaugrand asked what is sound batt?

Mr. Lucas responded it is a batting insulation you put in the wall so you can't hear what is going on and when she is holding meetings or consultations the outside noise isn't as prevalent. We put it in conference rooms, bathrooms so you don't really hear what is going on. It buffers it, it doesn't stop the noise from coming through. This helps baffle it.

Ms. Beaugrand stated and that is already spec'd.

Mr. Lucas responded it is already spec'd.

Mr. Abbatiello asked what are we doing on the lower levels?

Mr. Lucas responded on the lower levels you have half high partitions. The administrative office backs up to the bathrooms so that wall has sound batt but everything within that administration area are low partitions that won't do any good.

Ms. Minnis asked should these requests for change orders be going to him or coming here?

Mr. Lucas stated you can say no if you don't want it.

Ms. Minnis stated I feel like anybody feels like they can pick up a phone and ask you to change something and we are being asked to make a decision. It is not you, I'm just saying that is a policy.

Mr. Pincket stated it a construction process I think.

Ms. Beaugrand stated part of it is the construction process, but this is happening during meetings that you are having.

Ms. Hernandez stated you have to realize that her office backs up to the elevator and the aerobics studio. It's pretty loud.

Ms. Minnis stated my issue isn't the \$435.

Ms. Beaugrand stated I know it is the process, I agree.

Mr. Pincket asked how many more of these are you going to bring to us?

Mr. Lucas responded you tell me however you want me to handle it because things like this, and like the electrical outlets they came up with Stacie and the vendors.

Ms. Beaugrand stated I think it kind of depends on the sense of urgency behind what the requested change might be. For example, on the electrical upstairs we had to get that done. Maybe the discussion should start here first and then Mike takes it from there during one of our meetings rather than the other direction unless there is a sense of urgency time-wise so we talk about it in here first. Is that where you are going?

Ms. Minnis responded yes, I feel like we are being put on the spot to make a decision tonight for a change order for something that someone came up with.

Mr. Lucas stated that is part of the process because normally when I work with a developer I get an answer within a couple of days. Here I have to wait sometimes two weeks, sometimes a month to get an answer. We are going to start meeting every other week and there are going to be issues that come up and if it is a change order I will wait until the next meeting if I can but things are going to come up. They come up every day.

Ms. Beaugrand stated they are going to come up more and more as we get past the block stage.

Mr. Lucas stated there are site issues out there. Some of them are from the county. They want us to do certain things that are different from the contract drawing, and it is taking that long to get everything priced. Things come up every day.

Ms. Fowler asked is this something you can give to the board in an email in advance of the meeting and if they have individual questions they can call you? As things come in just scan it and send it? The board can receive it but I have not ever seen them go through the engineer or architect because they are there on the ground doing the day to day. Some of these unless you are in construction I wouldn't know what they are. The \$435 for the sound batting I can understand that but if it is something involving details of weird site work things I wouldn't even know what it was. While he would still be the point person he could send them to you as he gets them instead of waiting to present them all outside the agenda package if he can if he has someone in his office who could help him to send them out.

Ms. Beaugrand stated or if they can get into the agenda package too.

Mr. Lucas stated the sound batt that is something that came up so I have already taken care of it so if you don't want to approve it if you want to think about it you have that option. Some of these things are going to come up in advance and you will have that time to say I want to make a decision but some of the things you are not going to have that luxury. If you want to think about the sound batt that is fine. Some of these you are not going to have that luxury that I am going to have to have decisions.

Ms. Minnis stated if you are meeting every two weeks then we are going to have to meet every two weeks for this reason.

Mr. Lucas responded no.

Ms. Beaugrand stated we always continue our meeting for two weeks out in the event there is something critical that we need to meet on. If it is not critical we are not going to meet.

Mr. Lucas stated Stacie and I are going to be meeting every two weeks at the job site with the contractor. That is what I do on every job. Once it gets to the point where I need to start meeting I set up the meetings and we basically do it every two weeks. I think it is great that she will be able to attend because it is nice if someone from the owner is there to understand and see what is going on. Just because we are meeting every two weeks doesn't mean you are going to have to meet every two weeks. There are issues that come up all the time and there is nothing I can do about it.

Ms. Minnis stated I guess that is the other question. Outside of just change orders what did we decide if a bigger thing than sound batting comes up and he needs an answer and it is time?

Ms. Beaugrand stated then we have the meeting. You missed it but there was an item that came up right after we canceled that mid month meeting but it was a smaller electrical item and Dicky had to know immediately because he was getting ready to pour the slab for the second floor. I went ahead and approved it. It was a minor item and you gave me the authority to do that.

Ms. Minnis stated okay, that is fine.

Ms. Beaugrand stated if it is something I am not comfortable approving I am not going to approve it and they are just going to have to wait.

Mr. Lucas stated there are certain things of course, we will do our best to try to give you advance warning of anything that needs your approval. That is in a perfect world, but there are some things like Susan said that come up. You can't plan. That is our goal to try to make it fall so that it can wait to be approved on the night of this meeting but if it can't that is the purpose of that open meeting.

Ms. Beaugrand stated I think what we need to do is go ahead and keep the process going but we need to get these PCOs if at all possible in the agenda package so that when we get it a week ahead of time we have the chance to look at it and know what it is and can think about it.

Mr. Pincket stated or if they come up after the agenda package just put them in an email and send them out to us.

Mr. Lucas stated as it is the pay application is two weeks early so he has already done two weeks of work that you are not paying for.

Ms. Beaugrand stated I understand and it is hard with this situation.

Mr. Lucas stated he could really complain about that.

Ms. Beaugrand stated he knew what he was getting into because he has worked with CDDs before.

Mr. Lucas stated there is a difference in working with CDDs and only being able to access them once a month. He has two weeks of work that he is not getting paid for that he could.

Ms. Beaugrand stated that would happen with any CDD. In any CDD you are going to have the two week delay because a developer cannot approve that pay application without going through the board for approval for that pay application. I disagree with you there.

Mr. Abbatiello stated I think we have a different situation here than other CDDs. I think this is the only one that is fully resident controlled.

Ms. Beaugrand stated it doesn't have anything to do with resident control versus developer control. There is a process that a CDD has to go through in order to approve any disbursement of funds and that is the same regardless of whether it is like Julington Creek or Durbin Crossing. You are going to have a cutoff for construction at the end of the month there is going to be a delay to get that pay application approved by the CDD at their next following meeting and they get the money after that. It doesn't matter whether it is resident controlled or not. It is the same process. The difference is there are some things that they could approve in the interim that we can't because of the difference of having a developer being able to make a decision for mundane issues versus the CDD resident controlled or not because we don't have that.

Mr. Abbatiello stated a CDD that is new without residents controlling it the developer, property owners or other builders can get together and make decisions as well as to cost and changes.

Ms. Beaugrand stated but the payment of the pay application is no different.

Mr. Pincket stated I understand but it is easier if it is developer controlled CDD they can notice two meetings a month automatically and show up and handle it.

Ms. Beaugrand stated right.

On MOTION by Mr. Pincket seconded by Mr. Abbatiello with all in favor PCO no. 11 for the installation of sound batt in the athletic directors office on the second floor in the amount of \$435 was approved.

Mr. Lucas stated the last one is the sidewalk out front. Through the bid process we weren't sure whether the sidewalk out front was going to be required so we had it as a line item alternate in hopes that it wouldn't be required and wouldn't have to put it in but since it is required we need to get it in line. The original bid amount was \$14,640. It is something that was a line item in your bid but since we didn't know whether it was going to be required or not it wasn't included in the contract, it was an alternate.

Mr. Pincket asked is this the sidewalk along the street?

Mr. Lucas responded yes.

Ms. Beaugrand stated just in front of our property.

On MOTION by Mr. Pincket seconded by Mr. Abbatiello with all in favor PCO no. 12 for the sidewalk alternate in the amount of \$14,640 was approved.

Mr. Lucas stated we talked about getting proposals for extending the sidewalk and I have proposals and have verified the total amounts. To do the surveying, design, permitting and construction administration for extending the sidewalk down to Flora Branch is going to be \$17,400.

Ms. Beaugrand stated that is so he can tell us how much it would cost to put a sidewalk in to Flora Branch.

Mr. Lucas stated that is for contracting a civil engineer to prepare the documents to do all of the work necessary to put the sidewalk in.

Ms. Minnis asked for him to prepare the documents?

Mr. Lucas responded for him to do the survey, get with the county and find out what is required, to prepare the documents. Then those would be handed over to the contractor for him to price.

Ms. Beaugrand stated so that could theoretically be if we end up doing it, it is an additional cost, if we don't end up doing it. It is the cost of doing business if we choose to not end up putting that sidewalk in. We don't know what the cost is going to be unless we do the drawings.

Mr. Lucas stated because it is not a matter of just simply laying sidewalk.

Mr. Pincket asked can you give us your best guess, low end, ideal conditions?

Mr. Lucas responded initial ballpark is about \$60,000.

Ms. Beaugrand stated that did not take into consideration if there has to be any work done to the swales.

Mr. Lucas stated that was just ballpark. There is 2,400 lineal feet and he gave a cost per square foot, that is not taking anything into consideration, just a straight sidewalk.

Mr. Pincket asked are you asking us whether we want to consider this?

Mr. Lucas responded that is one of them and you had asked for a fee to go to Race Track Road. The fee to do the same thing to go to Race Track Road is \$35,400.

Ms. Beaugrand stated that is in addition to.

Mr. Lucas responded yes.

Ms. Minnis asked is this something we have to do now? You are giving us a price.

Mr. Lucas stated you had asked for a price on what it would be to do the work. If you decide to go ahead and do both of them he gives you a break of about \$3,000 so you get a total price of \$52,800 if you wanted to do both sets.

Mr. Abbatiello stated this is something we are not required to do.

Mr. Lucas responded this is above and beyond.

Mr. Abbatiello stated I asked a question of Jim Oliver about whether or not the POA can be or should be approached to share some of these costs considering we are all in this together if it is something we should consider.

Mr. Pincket stated the residents are going to pay for it either way.

Ms. Beaugrand stated I would rather see the county put in some money. It is a county roadway.

Mr. Pincket stated my thoughts are let's wait. I am not inclined to do this right now. I would kind of like to see. We have a nice sidewalk on the other side of the street. I think that is where the traffic is going to flow.

Mr. Lucas stated you can wait until after it is done. This is to give you an idea of what the engineering costs will be. Unfortunately, they have to be done before you can get a price because we don't know what we may encounter.

Ms. Beaugrand stated we have the alternative of what we were talking about before enhancing a crosswalk there with lights.

Ms. Minnis stated I think when they put in the sidewalk from this corner down to the library the county came in and did that on their own.

Ms. Beaugrand stated they did because the school district wanted to avoid having a bus on Creekside going to Julington Creek Elementary. We are going to hold on that.

Mr. Pincket stated in terms of what you just mentioned I know we did talk about considering adding some additional safety features for people walking across Durbin. I want to talk about that now and maybe have Mike explore what those costs might be. There might be

some electrical he has to run for a flashing yellow, one of both sides of the street or something like that. We don't have to come up with it now but I want people to be thinking about that so that we can have that ready when we flip the switch and we open the pool I would almost want that to be there already.

Ms. Beaugrand stated I would also like to see about what the county would contribute from a safety standpoint. I think those flashing lights are actually solar operated.

Mr. Lucas stated if you go over to NAS they have a solar one there.

Ms. Beaugrand stated I think they are solar operated so you shouldn't have electrical but I think we ought to explore having the county and I will give Cyndi Stevenson who is our county commissioner a call on that. I think that is something we should explore both sides, cost and the county. If you can explore some ideas of how we can enhance it and I will see if Cyndi can look into what kind of contribution the county might make on our behalf.

FOURTH ORDER OF BUSINESS

Approval of Pay Requests

A. No. 200 Payable to Julington Creek Plantation CDD in the Amount of \$4,885.00

Ms. Beaugrand stated pay request no. 200 is reimbursement to the CDD.

B. No. 201 Payable to Julington Creek Plantation CDD in the Amount of \$1,700.53

Ms. Beaugrand stated pay request no. 201 is the same.

C. No. 202 Payable to Governmental Management Services, LLC in the Amount of \$3,500.00

Ms. Beaugrand stated item C is a pay application to GMS.

D. No. 203 Payable to Julington Creek Plantation CDD in the Amount of \$1,632.00

Ms. Beaugrand stated the next one is also reimbursement to the Julington Creek for expenditures.

Mr. Pincket asked what to you mean reimbursement?

Mr. Oliver responded there are certain items that need to be paid immediately so we pay it out of the general fund, until we can process a requisition, reimbursing the general fund.

E. No. 204 Payable to Basham & Lucas in the Amount of \$2,862.50

Ms. Beaugrand stated item E is Basham & Lucas, that is Mike's monthly management and CDD meeting attendance.

F. No. 207 Payable to O.R. Dicky Smith & Company, inc. in the Amount of \$849,152

Ms. Beaugrand stated item F is construction pay application for Dicky Smith in the amount of \$849,152. Do you want to talk about the pay application?

Mr. Lucas responded basically they are billing through the end of last month. All the concrete block is done, they have poured the concrete slab on the second floor. They are starting the clubhouse and pool house. We are about 85% complete on site import. They won't complete that until they get a little further along as far as the pool decks and tennis courts.

Ms. Beaugrand stated the competition pool and family pool is a big item. When you inspected they were clearly ahead of what they billed at this point. Work is properly done to spec.

Mr. Pincket asked Mike, do you agree with the pay request at this point in terms of work that has been done?

Mr. Lucas responded yes.

Mr. Pincket stated I have a question on tab B. Maybe this is a question for Stacie. What is a body composition analyzer?

Ms. Hernandez responded it is for the fitness evaluations.

Mr. Pincket asked is that something that is used frequently?

Ms. Hernandez responded yes.

Ms. Beaugrand asked is this equipment that we have budgeted?

Ms. Hernandez responded yes.

Ms. Beaugrand stated I just wanted to make sure it was coming out of the right budget for all of this equipment we have coming in.

Mr. Pincket asked is this something that will be moved to the new facility?

Ms. Hernandez responded yes.

Mr. Oliver stated the last requisition, should be Requisition 207 instead of 205.

Ms. Minnis asked why is that one 207?

Mr. Oliver responded the engineer has two requisitions that are in the pipeline.

Mr. Maggiore stated when we get an invoice from GMS we prepare the pay request send it back to GMS they put it in the agenda package. 205 and 206 we prepared after the cutoff date for the agenda package. The Dicky Smith invoice didn't come to us it went directly to GMS. Appropriately, they put it in the agenda package. Because we didn't see it, it didn't get a number.

Mr. Pincket stated on the Dicky Smith request, Mike, do you sign these and it gets in the CDD records?

Mr. Lucas responded yes.

ON MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor pay requests 200, 201, 202, 203, 204 and 207 were approved.

FIFTH ORDER OF BUSINESS

Other Business

There not being any, the next item followed.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Minnis asked did we discuss the expansion of the CDD and the Governor and Cabinet at the last meeting?

Ms. Beaugrand responded yes, it was approved.

B. Engineer

There not being any, the next item followed.

C. Recreation Facility Manager

1. Plantation Park Improvements

Mr. Hill stated page 1 gives you the price of everything broken down. Page 1 does not include the rubberized carper that I believe someone asked about last time. Page 1 includes the wood mulch and grass carpet. Page 2 is the play structure. Page 3 is an overhead shot of the play structure. The next page is the swing set. The swing set in the picture is only four and on a page further back you will see a diagram that shows six because it was mentioned that some of

the parents would like to have the infant swing next to the other swings because right now they are spread apart. The next page is a climber. The final page is a page that will include the price of the carpet instead of doing mulch. It is the same package. It is very expensive, \$35,800 for the grassed carpet.

Ms. Minnis stated everything I see here is brand new. The swings are not usable anymore?

Mr. Hill responded the equipment is pretty beat up and the thought was that some of the equipment over here that would be moved out that is not real, real bad would be moved over to the pool. The swings at the pool the brackets are all rusting out. The equipment over there is much nicer than what is over here and this is pretty well worn out over here. It follows that some of this can be salvaged and can go over there. I have an estimate for that. They can't give us an exact quote until they go and look at what we want to move.

Ms. Minnis stated the picture of this climbing thing, what is it made out of?

Mr. Hill responded I believe it is made out of fiberglass. I would have to get that verified.

Ms. Minnis asked it is not metal?

Mr. Hill responded no.

Ms. Minnis stated my whole thing about this stuff in Florida is the heat inside of these and the heat on the hands. If we were not to put that in, what would be the alternative?

Mr. Hill responded a cover, a shade to go over which I had a quote for a 36' square shade structure to go over the play structure and it was approximately \$10,400.

Ms. Beaugrand stated you were asking about instead of those?

Mr. Hill stated it would be the wood mulch.

Ms. Minnis stated for the audience's benefit this would be \$67,000 to put it down on the ground.

Ms. Beaugrand responded no it is an additional \$35,800.

Ms. Minnis stated it is \$67,000 total.

Mr. Hill stated for this package with this.

Ms. Hernandez stated as per April Spears request. She wanted different alternatives for the flooring. You mentioned that rubberized material so that is why we brought that to your attention because we knew it was very expensive.

Ms. Minnis asked what about rubber mulch?

Ms. Hernandez stated it is a little less expensive than the carpet.

Mr. Hill stated the rubber mulch is \$999 a pallet and it would take 40 pallets so it is \$40,000 for rubber mulch.

Ms. Spears asked the \$35,000 price is that covering this entire area?

Mr. Hill responded it is covering the whole area.

Ms. Spears stated I wouldn't necessarily think that we would need that over the entire area maybe just around the play set itself.

Mr. Hill stated I can go back and get other quotes on it.

Ms. Beaugrand stated I think that the whole purpose of bringing this before the board tonight is to start getting our thought process going so those are the kinds of suggestions that we need to look at. I think April is right, we don't need the rubber stuff all over the place.

Mr. Hill stated if you look at this, this is the wood mulch and this is concrete but this other green is the actual carpet. You can look at that play structure is just surrounded and I don't know if it covers that whole area or not.

Ms. Spears stated on playgrounds that I have been on I have seen this type of flooring but more so where the little children are playing. This looks like a bigger structure for older kids. The idea of the shade structure to me is much more important.

Ms. Minnis asked does this fit into the existing sand area?

Mr. Hill responded they bumped it out just a little bit.

Mr. Pincket asked have you looked at the cost of maintenance? Is there any maintenance on this?

Mr. Hill responded that I don't know.

Mr. Pincket asked about how long is it going to last?

Mr. Hill responded I will have to get that information.

Ms. Beaugrand stated we need to get an apples to apples comparison because I don't see how dumping wood mulch could be more expensive than installing the carpet surface. The removal and disposal of the existing play structure would be the same in either proposal.

Ms. Minnis stated you are going to go back and get another price?

Mr. Hill responded I am going to get verification on the installation and what type of warranty and maintenance comes with this type of carpet.

Ms. Minnis asked is the equipment all coming from one person?

Mr. Hill responded it is coming from one person locally but two different manufacturers.

Ms. Minnis asked who are the manufacturers?

Mr. Hill responded one of them is Play Land and the other is Play Sports.

Ms. Beaugrand asked April, what about the equipment itself? The play structure looks great for the older kids but two little rider things is not going to go a long way when you have 10 little kids in the park.

Ms. Spears responded yes and really those aren't so great for little ones anyway. A 2 or 3 year old is not going to be able to get on that by themselves. It looks like it is pretty full with what is there but it would be nice to have something for the little ones, maybe a smaller area.

Ms. Beaugrand stated maybe where the riders are it could be something smaller for the little kids some other play structure.

Mr. Hill stated there are a lot of options on all of these things.

Ms. Spears stated if you could get a price of a smaller play area and lower to the ground and not as involved as these at all and the cost of that type of carpet just under for the little tiny kids.

Mr. Hill stated okay.

Ms. Spears stated I guess we have to find out if the mulch would be detrimental to the carpet?

Mr. Abbatiello asked when you say little kids are you doing an age range like 2 – 4, 2 – 5?

Ms. Spears responded 18 months to 4 years old.

Ms. Minnis asked is this person delivering the mulch too?

Mr. Hill responded they would come through these people.

Ms. Minnis asked have you thought about asking for an estimate for that amount of mulch from somebody locally to dump it?

Mr. Hill responded I can if it is the same type of mulch.

Ms. Beaugrand stated that is a good idea. I think that installation needs to be broken down between the installation and removal of the play structures and then the installation of the mulch.

Ms. Hernandez stated we are not asking the board to make any decision. We are bringing you information so that we get this kind of feedback.

Ms. Beaugrand stated I suggest the board members bring this stuff back with them to the next meeting.

Mr. Pincket stated I want to understand April's comment. Which one of these pieces do you think is appropriate for a 2 year old?

Ms. Spears responded none of them. Find something like this but lower to the ground.

Mr. Stuart stated with a community this size the rubberized carpet does make that play area handicap accessible.

Mr. Pincket stated the quote for the wood mulch it says it is ADA compliant mulch. I don't know how that works, I agree with you, what you said makes perfect sense to me but this is ADA compliant mulch.

2. BMX Riders at Skate Park

Ms. Hernandez stated I will let Ashley McVeigh review things that she is working on in regards to the sportsplex.

Ms. McVeigh stated each of the members of the board of supervisors received an email two weeks ago from a homeowner who is concerned with our no bike rules. His concern is that we are not allowing bikes at the skate park for the wrong reasons. Since receiving this email I have contacted Mike and have been researching the different reasons various skate parks allow or do not allow bikes in their facilities. Mike informed you last week that we are still looking at three companies and now that that decision has been made we will be able to be in contact with the companies to get their recommendations, limitations and more information on land usage. I will then be able to work on a revised report on whether or not we shall allow the usage of bikes at the skate park. Our goal is to create safety and accommodate the skate park for all the residents.

Ms. Beaugrand stated the one thing I will suggest instead of waiting until after we choose the manufacturer we need to know what the specs are ahead of time in order to have that enter into our decisions as to who we choose.

Mr. Lucas stated that was the purpose and Dicky Smith is already researching it and I forwarded that letter you sent to me to him so he can research that. Before a decision is made I

will discuss it with Stacie and we will bring it to the board. I am not familiar enough with it and there might be one that is more conducive to the bikes. Before anything is done we will bring it to the board and let you see the different ones and the different options.

Ms. Beaugrand stated as part of that we need to understand warranty information, the effects of warranty, maintenance, durability and all of that stuff with the skates, skateboards and BMX bikes. The only park that I am aware of that allows bikes is the one on Emerson. I don't know about Aberdeen.

Mr. Lucas stated I believe the one on Emerson was done by Contract Connections which is the one we discussed.

Ms. Beaugrand stated I think it was because one of the plans we were looking at is exactly what they have at Emerson. We just need to make sure we have our homework done on that.

Ms. Minnis stated I think if you ask a skateboarder their main concern is the bikes and the skating are different and that is why places like the skate park in Tampa they swap out the time so you have all bikers in there and then you have all skaters. It is when you mix them that there is a conflict. I really think that is more of the issue than it is prejudice.

Ms. Beaugrand stated I think it is an additional issue over and above the potential wear and tear on the equipment if it is not spec'd. I think we need to understand the equipment if it is spec'd for what usage and on top of that decide if we do choose to allow all three then how we are going to do it from a timing perspective if we do a segregation or not. That is going to be a little bit down the road once we find out about the equipment.

Ms. Callahan stated I wanted to throw out something for you to consider. The new competition pool is going to go to 10 feet and do we want diving?

Ms. Beaugrand asked as in diving board diving?

Ms. Callahan responded no, diving off the edge diving. No diving boards.

Mr. Pincket asked do we have to make a decision tonight? How does that affect anything?

Ms. Hernandez responded the rules and regulations so we can write that into the process and meet with the homeowners coming in here within a month to pick up rules and regulations. We just want to make sure that you had thought about that because we didn't go into deep

discussions since we traditionally have had no diving. I thought it was something we should bring up.

Ms. Beaugrand stated the short end of the pool, the shallow end of the pool is how deep?

Ms. Hernandez responded 4' 6".

Ms. Beaugrand stated which is not where you would want to have diving and it makes it more difficult if you have some areas that you can and can't and then kids get all rambunctious and that is something we are going to have to take into consideration.

Ms. Callahan stated I have seen it done in other pools that I have been involved in but it is a little harder to control. Do you really want to do that or not?

Mr. Lucas asked did you see other places where they have it labeled "diving in this area only" so someone would know you could dive on this end and on the small end you would have "no diving"?

Ms. Callahan responded right.

Mr. Lucas stated I'm talking about the perimeter of the pool. Typically around where they have the depth markers and they put "no diving" and at the end you could put "diving".

Ms. Minnis stated as Susan said and what you have observed is you have this one area and then they get 2 feet away and then 3 feet away and the next thing you know they are diving into 4 feet deep.

Mr. Pincket stated I agree but I am all for it. I know it is a management issue but the lifeguards are there and they have to control it. No matter what rules you have the lifeguards are going to have to be actively involved and monitor the safety and the rules.

Ms. Beaugrand stated we do have a provision in our rules that these rules can be changed any time by action of the board. What is staff's recommendation on this?

Ms. Callahan stated I always go on the safety edge of that. I prefer no diving because a 6 foot person diving into 10 feet is something totally different. It is kind of like a 4 foot person diving into 5 feet. You can't do it. I go on the caution side and I don't like to see diving but I also understand that people like to dive. I see both sides and don't really have a firm opinion.

Mr. Pincket stated you mentioned a 6 foot person diving into a 10 foot pool. Do you think there is a safety issue of that person hitting the bottom of the pool?

Ms. Callahan responded that is my personal caution. I am a little leery of it but I understand if I were 16 I would probably want to dive on the deep end of the pool as well.

Mr. Pincket stated or 46.

Ms. Beaugrand asked Stacie do you have an opinion one way or the other?

Ms. Hernandez responded I think traditionally the community is used to no diving. We can certainly start in that manner and if we get persistent requests because the deep end is so deep we can bring it back to the board.

Ms. Beaugrand stated that would be my tendency even though Brian wants to go diving in.

Mr. Pincket stated here is one request right now.

Mr. Abbatiello stated I agree with Susan and Stacie that we wait and get some experience.

Ms. Spears stated I would err on the side of caution. If you get enough requests we can look at it.

Ms. Minnis stated I was a lifeguard and I dove into a baby pool and I know what kids will do so I am against it.

Ms. Hernandez stated here is the skate park waiver for your review. This has already gone to legal and the changes have already been made.

Ms. Beaugrand asked what did you use as the prototype? Did you get skate park waivers from other places to use as an example?

Ms. Hernandez responded yes.

Ms. Beaugrand asked can we read this and come back at the next meeting? So on our agenda under recreation manager we will have the Plantation Park improvements and the skate park waiver. If we have any additional information on the actual skate park improvements if that is applicable.

D. Manager – State Board of Administration

Mr. Oliver stated I want to give you an update on the State Board of Administration account. You received an email from GMS 12 days ago telling you of our intent to withdraw all of the district's funds from the State Board of Administration. We were successful in doing that in the amount of \$1.258 million. There remains about \$3,200 in interest and we will pull that out. The State Board of Administration was administering about \$27 billion of funds for different governmental agencies, school boards, counties, municipalities, CDDs, and other forms

of government such as that. A small percentage of the investments that that board had made were considered risky and they were related to real estate. Some forms of government decided to withdraw their funds and the fund was depleted pretty rapidly from \$27 billion to about \$14 million. At that point Governor Crist along with Attorney General and CFO decided to put a freeze on withdrawals from the account until they could have an outside party investigate it. BlackRock Securities came back and they recommended a plan which gave some comfort to the acting board to open up the accounts to allow withdrawals again up to 86% of the funds that the governmental depositors of government had. It doesn't affect JCP because we had already withdrawn the funds from the account. At this point it is sitting in the general fund checking account earning a smaller amount of interest and we will decide at a later date in consultation with the board whether or not it will go back into the SBA account or find some other type of investment that meets the criteria of Florida Statutes and still protect your investment but earns a decent rate of return.

Ms. Beaugrand asked it is sitting in a regular 1% interest bearing account.

Mr. Oliver responded correct.

Mr. Pincket asked at what bank?

Mr. Oliver responded this is with Wachovia. We met today with U.S. Bank who is the trustee for your bond funds and they are stepping into the breach with a product that is more safe than the SBA account, a AAA rated account and has a similar rate of return.

Ms. Beaugrand asked what kind of rate of return did the SBA have on average?

Mr. Oliver responded it was about 50 basis point higher than what everyone else giving. It was about 5.7% range.

Ms. Beaugrand stated there is some stuff out there that we can get for that.

Ms. Minnis asked what is the source of this money that went in there?

Mr. Oliver responded when you collect the assessments the operating funds that you are going to need for the next couple of months will be in your standard account and the rest of those funds you will put in a higher yield investment and draw them down as you go through the year so you get better earnings.

Mr. Pincket asked are we going to be permitted to withdraw the interest?

Mr. Oliver responded yes we will. The 84% is only once you reach a certain threshold. If we had not pulled the \$1.258 million out the 84% rule would have taken effect. There are some that said the money didn't need to be pulled out anyway.

Mr. Pincket asked is someone looking at putting it back in in light of the report?

Mr. Oliver responded it is. We will talk with the attorneys and bankers.

Ms. Beaugrand asked how long do you think it will be before you come up with an idea because you can get that money put into a higher interest bearing account in the interim that has more than the 1% just as a stopgap through whoever is handling it for you at Wachovia. I don't want it sitting there.

Mr. Oliver stated we talked to U.S. Bank today and we can do something pretty quickly even to the point where we are talking about using the same account. It would be segregated of course but the same type of investment we are using with the bond funds. We will not let that sit there.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Minnis asked did you ask Paychex whether you can have direct deposit?

Mr. Oliver responded yes I did and as a matter of fact Maggie Philips emailed a direct deposit form to the supervisors.

EIGHTH ORDER OF BUSINESS

Audience Comments

Mr. Stuart stated the POA is undergoing a retention pond study which are close to being filled to capacity. I heard Mike say this retention pond at the new installation has water in it.

Mr. Lucas responded a little bit.

Ms. Beaugrand asked when you say filled in are you talking about water?

Mr. Stuart responded with silt. You did say there was significant loss of fill when we had that rain and I'm sure a good portion of that has gone into this lake.

Mr. Lucas responded we had a silt fence around it. A certain amount of it may have but that is the purpose of the silt fence you put around the site to help protect the wetlands.

Mr. Stuart stated just make sure before you accept it that it is at the proper elevation at the bottom because sooner or later you are going to have to dredge that.

Mr. Lucas stated they have to go back in and get it down to the right level because at the point where it was still wasn't at the right level. They will make sure that it is at the appropriate level.

Mr. Stuart stated my impression was on the new sidewalk going in between Bishop Estates on Race Track Road on the lower side and Riverside they put new sidewalk in. The county did this and they put just one row of sod between the south side of the sidewalk at the top of the drainage ditch and it slopes down into the bottom of the drainage ditch and there is nothing in there at all but pine needles.

Mr. Hill stated I talked to the county about that issue and they had originally seeded, they put the one row of sod and seeded the rest of it. When they called me back to tell me that they also said that the supervisor of the road responsible for that section was going back out to look at it and if need be they were going to put more seed in. Some of it is starting to green up and they haven't come back to say whether they have added more seed or not. Supposedly they seeded it and went back about a week ago to re-check it and re-seed if needed. That is what I was told by someone at the county.

Ms. Behrmann stated when you are talking to Cyndi about the enhanced crosswalk maybe you can ask her if the county would like to help with that sidewalk issue while they are at it since they did the sidewalk on Race Track. Here is a compromise for the diving. How about diving when it is adult only time?

Ms. Beaugrand stated the kids would scream.

Ms. Behrmann stated I like the idea of the partial selected use of this flooring or matting or whatever you call it as long as it has a lifespan that warrants the cost. Also possibly putting the little playground over here in selected areas. That is something that I don't want to get forgotten about, what if any improvements we will do at this current facility. I don't know at what point in the budgeting process we will be able to tell when and how much we have left over.

Ms. Beaugrand stated once we are closer to the end of construction.

Ms. Behrmann stated I will just bring it up every couple of months not to forget this facility.

Ms. Stuart stated I didn't see the equipment on Plantation Park playground. Is all of the equipment going in over there going to be ADA acceptable?

Ms. Beaugrand stated I think it has to be.

Mr. Bahamonde stated I just wanted to introduce myself to the board because I was the one who wrote the email requesting that bikes be allowed in the skate park. Obviously, I have some bias but I am also a homeowner so there is the liability side of it I'm very aware of. I am also a father of three kids under seven so I'm not proposing anything that I believe to be a safety hazard. I am also a skater so I skate and ride bikes and I understand both sides of the story. I wanted to reiterate that if at some point it becomes relevant that anybody should want to learn anything from my experiences as far as the use and construction of skate parks and everything else from an anecdotal standpoint I am willing to do that. I am willing to meet with anybody who wants to at a skate park or at the construction site or anywhere else to talk about the issues. Getting to the questions that were raised about Aberdeen, the park at Aberdeen I have been riding my bike there every weekend with my kids and the manufacturer of those ramps is a company called Skateway and they have no problem with bikes being ridden on their ramps. I didn't get that in writing from their attorney but according to them bicycle use has no impact on the warranty at all and I did check it and there was no mention of bicycles in there anyway. That was what I wanted to tell you about. The rest of it is in the letter. I didn't have a speech set up and there are no specific points to discuss at this time but I am out there and I am more than happy to offer my insight to the board, the architect or any other residents who have concerns.

Mr. Pincket asked do you have a concern that riding bikes and skaters at the same time on a particular ramp or have you typically seen all bikes or all skaters and they shift the time? How does that typically work?

Mr. Bahamonde responded to be honest with you in my opinion I don't think it is a real problem. I have been riding in skate parks in mixed groups for 30 years and have never seen anybody get seriously hurt in a bike and skate incident any more than skater and skater incidents or roller blader and skater incidents. A certain amount of care has to be taken because it is a risky activity and that it is named in 316.085, Florida Statutes the liability clause there is out there now where they added skates and free style bikes and mountain bikes a few years ago. It seems to me that that is very much a U.S. phenomena and I think it stems from the liability concerns that people have over the course of the last 20 years which was a major problem until we got some statutes like the one I just referenced to protect landowners and specifically public entities. From that culture of a lot of fear of liability I think is where the bike versus skates has

come up along with just plain annoyance between user groups. Bike riders get annoyed with skaters because they are moving slow and skaters get annoyed at bikes because they are moving fast but I don't think it has as much of an impact on overall safety as what a lot of people might characterize it.

Ms. Hernandez stated I notice at the parks kids are standing at the top talking getting ready to go down or they have just come back. If you have skaters here and a biker here and he goes down and in that turning radius, is that a danger to those kids that are standing on the other side?

Mr. Bahamonde responded you could always run into somebody else no matter what you are on.

Ms. Hernandez stated the bike itself when it turns like that.

Mr. Bahamonde stated there are different trajectories and different paths and different flow somewhat in any given terrain.

Ms. Hernandez asked so that is normally not an issue?

Mr. Bahamonde stated I haven't seen it to be a big problem because skaters recognize that the bikes operate differently and they stay back and they are a little extra careful. Bike riders recognize that skaters are the same way. Skaters will occupy a small space and never leave it which is kind of like have a parking block in the middle of the terrain and a bike rider will recognize that guy is not going to move the way he would if he were on a bike and it is kind of give and take. I think by the very nature of a public facility that there has to be some give and take between the user groups in general whether that is a soccer park or skate park or anything else that you build.

Mr. Pincket asked when you have been over at Aberdeen have there been bikers other than yourself?

Mr. Bahamonde responded no. The thing that I found since I moved to Jacksonville is that there is nowhere at all that seriously let bikes ride anywhere within 50 miles of here.

Ms. Minnis asked not at Emerson?

Mr. Bahamonde responded I have been there but it is really far away. I don't know of a lot of people ride up there because of where it is. It is a very undeveloped culture here in Jacksonville. In other cities throughout the state and country there has been a long history of people riding and learning how to ride like me. As the generations go on there are more riders.

In Jacksonville there has never been that. I wouldn't expect there to be a ton of riders from the outset.

Ms. Minnis asked where did you come from? Where did you originally learn how to ride a BMX bike?

Mr. Bahamonde responded in Ecuador in South America.

Ms. Minnis stated the other thing and I have told my kids, they have four wheel drive on their car, I said that is great if you live in California you have the Bureau of Land Management in a lot of places to go four wheeling. You don't have that in Florida. We also don't have a lot of hills and a lot of the places to off road BMX like you do in other states. I think that is part of it, the terrain in Florida.

Mr. Bahamonde stated BMX is really not an off road sport any more than skate boarding is.

Ms. Minnis stated they still go on hills.

Mr. Bahamonde stated there is BMX racing and I do that also but that is a very committed pastime insofar as it is only night time, very specific times. There is no such thing as a public BMX park and it is also extremely highly maintenance intensive. You can't just ride on any sand that is there. If you can imagine trying to ride your bike on the beach a lot of time it is just not going to work. All the soil in Florida tends to turn into the beach after a very short period of time. It is the exact same terrain that skate boarders use is what bicycle riders use. There is really no difference. I think as people involved in this project start doing their research I think they will find that the manufacturers of modular ramps in particular are going to have no differences in the construction of their products. You don't really have bike ramps and skate ramps. It is all the same thing for an activity that is intended to happen at the same kind of place and the same terrain.

Mr. Pincket stated I think you should probably talk to Ashley, exchange numbers and Stacie should get involved in that too.

Ms. Beaugrand stated that would be great. We have gotten residents involved on the tennis side and swimming side so all the information that we can get will be great.

Mr. Bahamonde stated I didn't really want to make a big deal out of it so to speak but I do have feelings that there shouldn't be residents excluded unless there was a really good reason given. Especially given the fact that I have started talking to manufacturers of ramps and they

don't have a problem with it. I have ridden in public and private skate parks all over the State of Florida so from the legal aspect I have to imagine those hurdles have been crossed at some point. I think it is more of getting people used to the idea of it more than anything else.

NINTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet as of October 31, 2007 and Statement of Revenues and Expenditures for the Period Ending October 31, 2007

B. Treasury Report – October 31, 2007

C. Check Register Summary

1. General Fund 11/1/07 – 11/30/07

Ms. Beaugrand stated you have the check registers behind Tab C. One would be the general fund.

Mr. Oliver stated I wanted to mention that check number 1494 to GMS for the payment of assessment roll administration was written for \$16,500 and that should have been \$15,000 according to the contract you approved in June and a check is being cut to replenish the general fund for that.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the general fund check register was approved.

2. Recreation Fund 11/1/07 – 11/30/07

Ms. Beaugrand stated behind the next tab is the recreation fund.

Mr. Pincket stated Trim Terrific sod replacement, where was sod being replaced?

Ms. Hernandez responded at the aquatic complex, a little bit here and a couple of other areas.

On MOTION by Mr. Abbatiello seconded by Mr. Pincket with all in favor the recreation fund check register was approved.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – January 8, 2007 at
6:00 p.m. @ Community Development
District Administrative Offices**

Ms. Beaugrand stated the next scheduled meeting is January 8, 2007 here in the administrative offices at 6:00 p.m. at which time we will have the rate hearing.

On MOTION by Mr. Abbatiello seconded by Mr. Pincket with all in favor the meeting was continued to Thursday, December 27, 2007 at 6:00 p.m. at the same location.

Secretary Assistant Secretary

Chairperson/Vice Chairperson