

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, January 8, 2008 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
Wes Haber	District Counsel
Jamie Fowler	Hopping Green & Sams
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
Kim Harless	Julington Creek CDD
Maria Gunther	Julington Creek CDD
Jennifer Ferguson	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 December 11,
2007 Meeting**

Ms. Beaugrand stated the first item on the agenda is approval of the minutes of the December 11, 2007 meeting. Are there any changes to the minutes? I have one and it is on page 2 about 2/3 of the way down the page they left the “s” off the end of Mr. Lucas’ name.

On MOTION by Ms. Minnis seconded by Ms. Spears with all in favor the minutes of the December 11, 2007 meeting were approved as amended.

THIRD ORDER OF BUSINESS

Public Hearing to Adopt Rule for Setting Rates

Ms. Beaugrand stated the next item on the agenda is the public hearing to adopt the rules for setting rates.

Mr. Haber stated under Florida law, specifically Chapter 120, Florida Statutes, the district as a body of government is required to hold a public hearing to set user rates for the district’s recreational facilities. It is my understanding that the board has seen and discussed rates that were advertised for a public hearing to be held today. The purpose of today is to officially open the public hearing, allow any public comment regarding the rates or discussion regarding the rates and then to adopt a resolution that has been passed out to you which essentially attaches the rates that have been published. To the extent that no changes are made and to the extent that changes are made then the exhibit will be amended to reflect the new rates and once we hold that public hearing and adopt that resolution those rates will be adopted for the district for purposes of operating the recreation facility.

Ms. Beaugrand stated I would like to verify with Jim that this public hearing has been noticed properly.

Mr. Oliver responded that is correct.

On MOTION by Ms. Minnis seconded by Mr. Abbatiello with all in favor the public hearing was opened.

Mr. Oliver stated what you have before you are the rates that were discussed at the December meeting. They were also noticed in the St. Augustine Record in the announcement of the hearing.

Ms. Beaugrand stated there have been no changes since December. I know we discussed them four or five times over the last six or eight months to refine all the rates. These are the final rates that the board saw and discussed at our December meeting.

Ms. Hernandez responded correct.

Ms. Beaugrand stated I would ask the supervisors to take a look and see if you have any questions and we will have board discussion and then I will open it up for audience comments.

Ms. Minnis asked this whole list was published in the St. Augustine Record?

Mr. Oliver responded yes. The list that I handed out is an excerpt of what was in the paper.

Ms. Minnis stated what they did in the paper is they didn't tab this one key so it stuck all the way over to the left so that is in fact the same list.

Mr. Pincket joined the meeting at this time.

Ms. Beaugrand asked do any of the supervisors have any questions or comments about the rates that are before you?

Ms. Minnis stated I just have one question about children under 5 day of issue. It is no price. Can somebody bring 10 kids in at no price under the age or 5?

Ms. Hernandez responded yes.

Ms. Beaugrand stated that would be under 3.

Ms. Minnis stated I'm looking at the sportsplex.

Ms. Beaugrand asked what about in the event of birthday parties?

Ms. Hernandez responded they will pay a fee for a maximum number of 15 if you are talking about the skate park. We include 3 years old and under there is no fee. We have traditionally done this for as long as we have been doing this at no charge for under 3.

Ms. Beaugrand asked and that hasn't presented a problem with the parties that we have had across the street or within the pool facility?

Ms. Hernandez responded not to date.

Ms. Minnis stated but if someone comes first they don't get charged to use the pavilion if the kids are under 3 or is it per child?

Ms. Hernandez asked what are you asking?

Ms. Minnis responded I was looking at the cost of entering the aquatic complex under 3 at zero and the sportsplex under 5 it is no cost. Could a person bring in a whole kindergarten class to the sportsplex if they are all under 5?

Ms. Hernandez responded if you are talking about one woman coming in with a lot of kids, obviously it is a party, we stress the issue about who we are and what we are there for and if it is a party we tell them we have to have a party schedule and we will see if there is a party schedule and if there is not we will make accommodations for them, they fill out the form and pay the fee.

Ms. Minnis stated my only question is if we set these fees tonight can they be changed within a year or just changed with a public hearing?

Mr. Haber responded you would have to go through this process again and I would note that the fees that we have here I would say for purposes of this hearing they are not to exceed. If you were going to adjust them I think generally the purpose is to hold this hearing and typically you are getting comments that the fees are too high not too low. If down the road you are having a lot of people show up with large amounts of 5 year olds using it for free and you think it is worth the expense of holding another public hearing to increase that fee that would be my recommendation as opposed to increasing that fee now because you get the argument that I looked at the publication it was my understanding that groups 5 years and younger were free if I would have known there was a \$10 charge I would have shown up at that public hearing. Our recommendation is typically not to go higher than what we published, in this case it is zero so it may be worth waiting to see if that is actually an issue that arises and see if it is worth the cost of holding a public hearing.

Ms. Minnis stated that works for me.

Mr. Pincket stated you say it is your recommendation. Are you saying we have the authority to actually set fees higher than what was published?

Mr. Haber responded yes, I think under Florida law there is nothing saying that you can't go higher but in cases where it is done typically someone could rely on this notice.

Ms. Beaugrand stated Kathy presented something I hadn't thought of. As far as setting a limit as to how many guests someone brings in from a supervisory standpoint if you have 10 four year olds at the skate park and you have one or two adults that is kind of difficult to supervise.

Maybe we ought to leave it as is and see if it presents an issue and if it becomes an issue then from a safety standpoint we can readdress it down the road.

Mr. Pincket stated when you say recreation center here tell me exactly what we are talking about.

Ms. Hernandez responded the new facility.

Mr. Pincket asked anything in the new facility, not including swimming?

Ms. Hernandez responded that doesn't include the sportsplex or the tennis courts.

Ms. Beaugrand stated or the multi-purpose rooms. You have different fees for each of those.

Mr. Pincket stated so it is the new facility not the pool, not the multi-purpose rooms, not the sportsplex.

Ms. Beaugrand stated you have it broken down. You have recreation center which would be the new facility which will not be open more than likely this season until next fall. You have the aquatics complex which is the existing pool facility next door. You have the sportsplex which would be the skate park and basketball court that could be open this summer.

Mr. Lucas stated not this summer.

Ms. Beaugrand stated then the tennis courts which would be in the new facility. The pool pavilions could be here or the new facility. The multi-purpose rooms are at the new facility and the sportsplex pavilions are at the new facility. We had to put all of the user fees for the new facility in here in the event that anything opened prior to the end of our fiscal year.

Mr. Pincket asked what about the fees for the existing pool?

Ms. Beaugrand responded that is the aquatics complex.

Mr. Pincket stated so the new facility assuming it opens it is the new pool, everything else.

Ms. Beaugrand responded yes.

Ms. Minnis stated I just thought of something. User fees for non residents. Could a non resident request the use of the multi-purpose rooms?

Ms. Beaugrand responded it is included in here if you look at annual family user fee for use of swim and fitness, multi-purpose, sportsplex and tennis courts.

Ms. Minnis stated okay so it is either there or not at all.

Ms. Beaugrand stated you also have an annual individual user fee that includes the multi-purpose. There are different categories of non resident user fees.

Ms. Minnis stated so they would have be that, have this user fee and pay that amount. Pay that security deposit.

Ms. Beaugrand responded correct.

Ms. Minnis stated okay.

Ms. Beaugrand stated versus someone who is a resident user who pays CDD fees on an annual basis would just pay whatever the rental rate is.

Ms. Minnis stated okay. I don't have any other questions.

Ms. Beaugrand stated we will open up the discussion on the user fees to our audience.

Mr. Stuart stated this no fee for children under 3 years of age for the pool, they are usually the ones that shut the pool down.

Ms. Hernandez responded they are not the ones that usually shut the pool down. We have a good ratio of 8 to 65 year olds that seem to be the culprits. I can't say it is the 3 year olds. We have had just as many adult accidents as we have had children.

Ms. Bravo stated on the senior group that meets and things like that meet here at this facility wants to use the multi-purpose rooms are the same fees going to apply to those groups?

Ms. Hernandez responded no. You are part of our programs. If the room is available and not being used by a homeowner then you are free to go in there. We will do our best, we can use the teen retreat room, there are options that we have. If you want to go outside if it is a nice day we can do that too. We are going to try to service everybody. We don't know what the use is going to be for the multi-purpose that is why we haven't allowed it to go outside Julington Creek Plantation, it is for homeowners use only.

Ms. Beaugrand stated actually paid users use only.

Ms. Bravo stated in other words if someone wanted to hold some kind of fundraiser in that room that could be done with your permission.

Ms. Hernandez responded yes.

Ms. Behrmann stated I thought a couple of months ago when we talked about it, what about basketball? I think we were a little hung up on the fee if any played basketball and it is kind of grouped under sportsplex, right, the basketball courts?

Ms. Hernandez responded there is no charge for guests, there is no charge for the basketball courts. When homeowners come in to get their access pool cards they will receive rules and regulations as well as the 2008 newsletter of what is going on. In the rules and regulations is a 12 page document that reviews all of the privileges and access and all the information that they are looking at goes into great detail. It is a really good document and I hope everybody reads it.

Ms. Beaugrand stated the user fees are more so applicable for the sportsplex to the skate park portion because we need to control that for safety purposes. I think what we had talked about for example if we have users at the skate park portion of the sportsplex they have to have the waivers and everything signed for them and they wear a wrist band so our staff knows because it is right there with the basketball courts so staff knows the people who have checked in for the use of the skate park are those who have the wrist bands and if someone is there to play basketball and they wander over then our staff knows who the legitimate skaters are versus people kind of meandering over into that general area.

Ms. Behrmann stated I thought in the kind of general spirit of our original discussions many moons ago was that the CDD members if they had to pay fees that they would be kept as low as possible and that the user fees would be higher. These rental fees are pretty much on par.

Ms. Beaugrand stated these are guest fees.

Ms. Behrmann stated I thought CDD members like myself if I wanted to rent the multi-purpose room I pay for two hours for 40 to 45 I pay \$200.

Ms. Beaugrand stated that is no different than you reserving the pavilion at the pool and paying a rental fee there. What we were talking about was for example if you were going to go to the fitness center and work out on the machines or the weights. There is no additional fee for that. If you sign up for a class or a personal trainer or the tennis league or whatever then there are additional user fees associated with that so that the people who use those services are paying for those services. Those of us who are not aren't. The use of the multi-purpose room is one of the ways just as when people rent here or the pool or pavilion across the street that is how we are currently operating, that is not a change. The only change is that it happens to be in the new facility.

Mr. Pincket stated I have a couple of questions. I think I agree with Ms. Behrmann this wasn't clear to me that we are not charging basketball players a fee. Is that correct?

Ms. Hernandez responded yes.

Mr. Pincket asked are we still having basketball players check in?

Ms. Hernandez responded yes.

Mr. Pincket stated so there is sign in, check in, show an ID on the resident or guest of a resident.

Ms. Beaugrand stated the membership pass, user pass.

Ms. Clark stated I have a question on the non residents. Why do we allow non residents? It takes parking and they don't take as much pride in the community or the facility as we do. Why do we allow that anyway?

Mr. Haber responded the reason is that we are a CDD, the recreation improvements were publicly funded by virtue of the district issuing bonds to fund those improvements. Because they were funded with bonds issued by a body of government those facilities need to be open to the public and what that means is they are open to all residents within the district by virtue of the assessments that those residents pay to pay down the debt for those assessments and they are open to the public by virtue of those annual user fees. That meets the federal law for purposes of being open to the public and if they were built by a developer and privately funded and privately owned you wouldn't have to use the user fee but because it was funded by the CDD which is a body of government it is required that they make that fee and that use made available to the general public.

Ms. Minnis stated when the original pool was opened the Greens part of Timber Trace are not in the CDD, those people pay user fees to go to the pool.

Ms. Clark asked do you get a lot of people?

Ms. Hernandez responded 18 and historically it is 22.

Ms. Beaugrand stated these numbers are higher than what we had in the past because of what we are going to have available.

Ms. Behrmann asked did we put a maximum or a number on the family size for that \$2,100?

Ms. Beaugrand responded no.

Ms. Behrmann asked should there be? I'm only saying this because if I'm bringing a family here and they have 8 children and 2 parents that is 10 and I think you would want to double those prices.

Ms. Beaugrand stated a family is a family. It is the same as someone saying they don't have any children and you have 3. They pay their fees just like you and I.

Mr. Kolls stated I suggest that you have a potential major problem with the definition of a family. Residents today in single family properties often consist of families that are much larger than we are accustomed to in our conventional socio-economic understanding where a number of people for example of the Indian nationality we have one who lives on our street and I believe there are 10 people in that household and we just had a Chinese family move out and there were 12 in that family.

Ms. Beaugrand stated I'm not sure that I understand when you suggest that we have a major problem I'm not sure I understand.

Mr. Kolls stated if you define a family of being a lesser number. It is very difficult. This is not an easy problem to resolve. It is very tough but it has risen up on numerous occasions when we define what is a family. We have a concept of a family that is pretty conventional but in today's society family has come to mean a very different thing to people of different nationalities.

Ms. Beaugrand stated what we have assumed the definition of family and a household group to be are those who are functionally living there. In the past and when we have the user forms that we get every year it lists everybody who resides in that home.

Mr. Kolls stated your permit system may tend to resolve the problem I'm just suggesting that you be prepared for people coming in filling out an information request form and say we are a family.

Ms. Beaugrand stated you are right that may be an issue but if they are filling out the information and they reside at that residence they pay their CDD assessments just like the rest of us do. Our assessments are paid via our tax bills. If they are renting they have to go through a separate process with the homeowner in order to be able to use the facilities.

Mr. Kolls stated the problem has come to cause fairly substantial problems.

Ms. Minnis asked isn't that similar to the under 3 and under 5 that when Stacie and the staff is doing the cards and they see this trend of multiple families in one home we can have another public hearing?

Mr. Haber responded it is certainly something the board can readdress if it turns out to be as big of a problem as some people believe it may be.

Ms. Beaugrand stated we will continue to look at that. This whole thing is kind of a fluid process we need to be aware of what is happening around us and if we see issues arise as we have in the past we will continue to address them on a monthly basis in this meeting. If we see that we need to make a change we will go through the appropriate process to do so.

There being no further comments from the audience,

On MOTION by Mr. Pincket seconded by Mr. Abbatiello with all in favor the public hearing was closed.

Ms. Beaugrand asked is there any further discussion by the supervisors? If not we need a motion to approve Resolution 2008-02.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor Resolution 2008-02 was approved.

FOURTH 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 last Wednesday I met Stacie and Shelly out at the job site and I brought my digital camera and took pictures and asked that they post them on the website and keep people posted on the progress. They have made good progress. They are framing the second floor walls of the main amenity building. The pool house building trusses are there and they are ready to be set. When we were there they were doing the block for the skate park building and the trusses were there for that and that is probably done by now. Both the Junior Olympic Pool and the Family Fun Pool they overshot so it is starting to take shape. Even the wading pool is to be shot. The only pool that wasn't shot when we were out there was the interactive family pool. They have the curbs in and you can look down there and see what is going on. I tried to give you all a shot of it as you are pulling up what you are going to see as part of the new amenity building itself. It is pretty exciting now. You have a building out there.

What I want to address tonight is I have to present the formal change order no. 3 that had to do with the PCOs that you have already approved. Change order no. 3 consists of PCO no. 7 which was the additional electrical floor boxes for \$2,500, PCO no. 8 was the revised play

feature which was no charge, PCO no. 9 was the alternate manufacturer for the slide tower no charge, PCO no. 10 was the rain days which was no charge but was 45 days, PCO no. 11 was the fitness director wall insulation for \$435 and PCO 12 was the Durbin Creek sidewalk for \$14,000. The total for change order no. 3 is \$17,648.

Ms. Beaugrand stated again all this total of \$17,648 was discussed and proposed change orders were approved last month.

On MOTION by Mr. Pincket seconded by Mr. Abbatiello with all in favor change order no. 3 in the amount of \$17,648 was approved.
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Mr. Lucas stated there are two proposed change orders. The first one is simply an alternate for something for you to consider. I don't need an answer on this tonight but the fountain back there is a three tier fountain and I got the shop drawings and one thing we thought about you might want to add was lights on the fountain. The reason we didn't have it the first time is since it is not something you drive by every night like you have out front you may not want to have the extra cost to provide three lights to uplight the fountain. If you would like to add lights for the fountain I have a proposed change order of \$3,600. This is the fountain to the right of the amenity area where the pond is that we are hoping to have water.

Ms. Beaugrand stated I thought we were taking the fountain out of there since it was anticipated to be a dry pond.

Mr. Lucas stated we are still hoping because there was water there. I guess it is going to come down to after we get the fountain draining in, we haven't taken the fountain out yet. Within the next 45 days when all the calibrating is done and the pond is clear we should know as far as the level of water it will hold. Right now the water level is down but this is something for you to think about. I don't need an answer on it today but we are hoping there will be some water in there and if you choose then we can uplight it. The reason we didn't before is because you are not driving by like you do out front.

Ms. Beaugrand stated I think it would be appropriate to hold off. We can discuss it but maybe hold off until we have a better feel as to the level of water the pond will maintain.

Mr. Lucas stated hopefully, we will know within the next 30 to 45 days what the water level will be.

Ms. Beaugrand asked what are your thoughts on this?

Ms. Minnis responded let's hold it until we know what the water level is.

Mr. Lucas stated PCO no. 14 for \$2,500 is reworking the entry signs so we also have a message board on it. It will be the doublesided sign that will be up front from the original height of 6 feet up to 10 feet and this is the additional cost to raise it to that height so we can put the message board on it.

Mr. Pincket asked is this sign going to be lit?

Mr. Lucas responded yes on either side. You don't have a lit cap in it. There will be two floodlights on either side of it.

Mr. Pincket stated we discussed this already.

Ms. Beaugrand stated we discussed the two sided sign last month.

Mr. Pincket stated this is to increase the height.

Ms. Minnis asked is this required?

Mr. Lucas responded no it is not required. We originally had a message board inside so you had to pull down the drive before you could see the events that were going on and what you wanted to do was combine the entry sign with the information board out front.

Ms. Minnis stated in order to do that this expansion has to be made.

Ms. Beaugrand stated you have to increase the height of the sign.

On MOTION by Mr. Abbatiello seconded by Mr. Pincket with all in favor PCO no. 14 in the amount of \$2,591 was approved.

Ms. McVeigh joined the meeting at this time.

Ms. McVeigh stated Stacie and I had a meeting with Mike and DJ yesterday so we just received the information on the skate park company he is considering. It is a seamless power coated surface. It has a 20 year warranty which does include BMX bikes. The guy I talked to said it is low maintenance. You only have to check it quarterly.

Ms. Beaugrand asked is there any skate park locally that has the materials?

Ms. McVeigh responded yes, Aberdeen's is real similar to it.

Ms. Beaugrand asked is it the same company or similar to it?

Ms. McVeigh responded similar. The ramps are similar.

Ms. Minnis asked what is the closest skate park that uses it?

Ms. McVeigh responded I'm not sure, he didn't have that information but we do have a rep that is local.

Ms. Beaugrand stated I think it would be appropriate to find out other skate parks who have the product and whatever product we use it doesn't matter what it is from that perspective, talk to other facilities that have used whatever we are considering to use to make sure that it really does hold up to what our expectations are, that they are happy with it that the maintenance is what their expectations were and if they have inline skateboarders as well as BMXs on there and all of that kind of stuff so we can do an apples to apples comparison. I kind of like to get some recommendations from DJ and Mike for more than one.

Mr. Lucas stated we did present three.

Ms. McVeigh stated one was \$10,000 over the price of this one which is comparable to our budget and the other one is \$50,000 over.

Ms. Beaugrand asked we had budgeted \$250,000?

Ms. Hernandez stated DJ said he had \$123,000.

Mr. Lucas stated that is what he bid and we specified a skate park system that is what he bid. I think the one that is \$10,000 more is that the one at Aberdeen? Mr. Lucas stated the one at Aberdeen was very similar.

Ms. McVeigh stated that was Skate International. That is the one that was similar.

Ms. Minnis stated we have three products. We have a sales rep that is local for one of these products but has no product within this area. Is there anything between Atlanta and Miami and Pensacola? Are they anywhere in the southeast? Anywhere within driving distance that someone could see?

Mr. Lucas stated I'm sure there are. We haven't inquired in all the locations of it.

Ms. Minnis stated I guess the question that I have is where they are and how old are they.

Ms. Beaugrand stated it kind of goes back to what I said a few minutes ago. We need to be able to call these people, go and look at them.

Ms. Hernandez stated let's step back a little bit. What are we trying to accomplish? Do you want us to do research from \$100,000 to \$200,000 with varying types of applications on which to skate and come to you with that kind of information and then who is local and who is not, what is here because we need more direction.

Ms. Minnis stated I don't understand how he can be saying someone bid \$123,000 and there is a \$50,000 variance if we use this or \$10,000 here.

Mr. Lucas stated it is a different material. The \$50,000 one is basically a Cadillac. Do you still have that sample?

Ms. Hernandez responded yes and we can go get that if you would like. I asked Mike and DJ to bring two other companies in so we can have something to look at. I was under the assumption that the skate park we are getting is very basic, it is steel construction and I was relying on Mike to provide the vendor or find as much information on quality and maintenance and go from there. If it is that we want to increase the product or increase what we are going to be spending and why and all that kind of stuff then I'm sure there are plenty of other skate parks we can go to but we can spend \$50,000 but why would we want to spend \$50,000. If you go over to Aberdeen and take a look at the steel construction that is what we are going to get. Should we keep that basic steel construction? If everyone we talk to seems to be happy with it, the kids over there seem to enjoy it, we can improve it. It all costs money. If you want us to do other more expensive versions then we can do that. If you go over to Aberdeen you can see what we are going to get and we can go back and do more research. We just got this yesterday.

Ms. Beaugrand stated we understand it is fluid and it is new. I think going back to when we did the meeting we had at the library when we had all the kids come in and Paul was there and Paul had the prototype plans for the same company that has the skate park out on Emerson and that was kind of how we had budgeted based on that from a design perspective. I frankly don't remember what we originally had in our engineer's report based on that versus what Dicky Smith has on their budget which you say is \$123,000, I just don't recall that. That is my basis of what I recall and what I'm using as a basic comparison, probably Kathy too because we both have had our kids in there as well as many other skate parks around the state. That is why.

Ms. Minnis stated the other thing is if you are saying what we are getting is Aberdeen and everybody has been talking about safety and concern, my son has been skating for eight years and he is 22 years old and he hit that thing when it first opened and he said there is no way I would put a 5 year old on it.

Ms. Beaugrand stated I have heard similar comments.

Ms. Hernandez asked are you talking about the quality of the material?

Ms. Minnis stated it is too slippery.

Ms. Hernandez stated you don't want to go with the steel construction.

Ms. Minnis stated they said Emerson was not like that one when it opened. They said Emerson was not as slippery as this one was so that is the question. I guess what I'm trying to understand is he came in with the bid of the steel ramp and then is there a coating that goes on it? Is that what we are looking at or are we changing the material?

Ms. Beaugrand stated there is a material that goes up on the ramp.

Mr. Lucas stated it is not exposed steel. The sides are steel but there is a material and unfortunately he didn't have a sample of that and he brought a sample of the Cadillac of them all and it has a panel in it that has to be replaced and it becomes a maintenance item. Whereas the all steel one which is steel inside and out is less of a maintenance issue for you. I don't think you want to replace your ramps every five years when you are paying \$50,000 more. We weren't building you a competition skate park and Stacie said go out and bring some comparisons so DJ tried to give you from the middle all the way up so you could see.

Ms. Beaugrand stated I think we kind of had the unit of comparison was the company. Maybe get the numbers and specs on that company so we have a unit of comparison against that one because that is kind of what we looked at before. Then a couple of others so we have not only the differential in cost but we know what the maintenance issues are, what the warranty issues are, what the material is, what some of the other skate parks in the general area that use them are so that we can make some calls and see whether they are happy with it, whether it has held up to the reps that the manufacturer says both from how it has lasted and so on. I don't want to have just one thing put in front of me. That doesn't give me any basis for comparison. I do think it is important to find out others that have the product so we can talk directly to the users to make sure that we aren't jumping into something we haven't done our homework on.

Ms. Minnis stated the reason I asked if there was any in the southeast, is there any in North Florida if I wanted to go look at it to see?

Ms. McVeigh responded the only thing that I have heard is that Aberdeen is similar, that is what DJ said.

Ms. Beaugrand stated we are talking about whatever is being proposed for us to use we want to be able to touch and feel that one. It is okay to know something is similar.

Mr. Lucas stated we can call him and find out. There has to be some installed somewhere.

Ms. Beaugrand stated if they don't want to tell you where they have installed it then we don't want to do business with them.

Mr. Lucas stated we can try to call all three of them. I don't know if you are interested in seeing the sample they brought in but it is a nice sample, it is heavy duty and it may be a competition ramp.

Ms. Beaugrand asked have we given you enough direction?

Mr. Lucas stated we will call the manufacturer and see where they are.

Ms. Beaugrand stated I would kind of like to maybe use Contact Connections as a basis for comparison and maybe this guy and another one. Others that we know of in the area so we can compare. As far as the timing on the skate park and I know this has to be decided before.

Mr. Lucas stated they will try but there are other provisions as to time of completion and you have things tying into all three buildings.

Ms. Beaugrand stated if there are three different permits why is there only one C.O.?

Mr. Lucas responded you have things tying into all three buildings. You have your electronic systems, security system and everything tying into all three buildings so there may be a point where they can go ahead and permit that and finish that but if it doesn't work with their construction schedule we told DJ if it can happen that is what we would like to happen.

Ms. Beaugrand asked is he looking into that a little bit more?

Mr. Lucas responded he will look into it.

Mr. Pincket stated I thought the last time we brought this issue up it was kind of a consensus not to move forward and try to open up the basketball and skate park prior to.

Ms. Beaugrand stated I don't remember having that discussion.

Mr. Pincket stated I thought the basis was you didn't want to get involved in trying to open and operate a facility while there is construction still going on.

Mr. Lucas stated your skate park can come in at the very end.

Ms. Beaugrand stated I was hoping with summer coming up that we would have a place for the kids to go. Right now the older kids go to Aberdeen quite a bit. They just don't have a place to go.

Mr. Pincket stated I think it is feasible to do if you can contain.

Ms. Beaugrand stated they would have to move the gate back beyond the skate park from a construction access point.

Mr. Lucas stated the heavy duty part of the construction is going to be finished out. I will have to go back and find out what the C.O. is and part of that might be tying all three buildings.

Mr. Pincket stated are the skate and basketball courts only going to be available to users when there is an attendant there to open it up and check people in? Otherwise we lock it up and nobody uses it.

Mr. Lucas stated we are going to put a tall chain link fence around it.

Mr. Pincket asked is that whole complex including the 9 foot fence all behind another gate that you are going to have to go through with a passcode to get into?

Mr. Lucas responded no.

Ms. Beaugrand stated it had to be locked off behind the skate park for turn around purposes for the fire department.

Mr. Pincket stated so the only thing preventing people from using that is the 9 foot fence you described.

Ms. Beaugrand stated and the building. There is going to be a little building kiosk there to check in so there will be an access point through there.

FIFTH ORDER OF BUSINESS

Approval of Pay Requests

Ms. Beaugrand stated the next item on the agenda is the approval of pay requests behind tab 5.

A. No. 205 Payable to Hopping Green & Sams in the Amount of \$262.50

Ms. Beaugrand stated pay request 205 to Hopping Green & Sams for \$262.50 basically relating to the bidding for the landscape for the recreation center.

B. No. 206 Payable to Julington Creek Plantation CDD in the Amount of \$4,766.93

Ms. Beaugrand stated pay request 206 is reimbursement back to the CDD and that is relating to a couple of different things, application fees, inspection fees and then the ad for the public hearing.

C. No. 208 Payable to Julington Creek Plantation CDD in the Amount of \$14,286.58

Ms. Beaugrand stated pay request 208 is another reimbursement back to the CDD. There are various invoices that are being reimbursed most of that relating to computer equipment and set up.

D. No. 209 Payable to Basham & Lucas Design Group, Inc. in the Amount of \$3,709.44

Ms. Beaugrand stated behind D is pay request 209 to Basham & Lucas for \$3,709.44, shop drawing review for the project, construction administration, meeting attendance, construction documents.

Mr. Pincket stated I have a question on item C the software. Can you tell me what the software is for?

Ms. Hernandez responded this is your access card system.

Mr. Pincket asked what is involved with that?

Ms. Hernandez responded the easiest thing for me to do is if you go into a health club you have your reader card that is issued at time of membership you go in and put your card through. Your information as a member or as a resident comes up so that staff knows that you are a homeowner or paid user.

Mr. Abbatiello asked that includes a photograph too?

Ms. Hernandez responded yes it does.

Mr. Pincket stated the photograph won't be on the card but will come up in the base.

Ms. Hernandez stated that will also allow us to sign people up for programs, our youth programs, tennis or fitness classes, swim lessons. We will be able to go into different programs, click the button, roll down and see everything that is offered, the dates, times, number of people allowed in the class, we will be able to sign people up.

Mr. Pincket asked is this system over at the new facility going to be networked onto this old pool area?

Ms. Hernandez responded yes.

Mr. Pincket stated so anybody sitting here will have access to the full database when a resident comes in, swipes the card, the same thing is going to come up.

Ms. Timbol asked will you define what you mean by access to the database?

Mr. Pincket stated she just said if someone wants to go in and use the recreation facility they are going to give a card to the attendant and the attendant is going to swipe it and it is going

to pull up a picture, they can look at the picture and match the person who gave them the card and say that is the same person okay you are in. Is that same process going to work at the old pool?

Ms. Timbol responded yes that will work as far as verifying that person is a paying member, CDD or non CDD pay member. As far as purchasing programs or classes we have yet to decide that. We are leaning toward having the purchasing of classes occur at the recreation center.

Mr. Pincket stated okay.

Ms. Beaugrand stated that would include the swim lessons here too.

Ms. Timbol responded correct.

Ms. Hernandez stated this is a developing program. We still have a little more work to do on it.

Mr. Abbatiello stated in both locations the same information will come up.

Ms. Hernandez responded correct.

Mr. Pincket stated it will pull out of one database.

Ms. Timbol stated correct and the database will be located in this building, the server will be here.

Ms. Beaugrand asked what about this year when we only have a single location for at least the swim season for this pool, are you going to be able to use that system to schedule swim lessons and the things that you have here?

Ms. Hernandez responded we are hoping to. Right now we are focusing on registration for camp. We still have to do hard copy this spring for the programs.

Ms. Minnis asked are you going to network from here to the aquatic center to the new? Has that cost been figured in?

Ms. Timbol responded it is going to be mostly part of the upfront cost because we are going to have to have that set up before we are in. We are actually working on that now as far as making sure we purchase a server that is going to be large enough capacity to hold all the memory we need for that. We are going to be doing upgrades and you are going to see those reflected in that preliminary opinion of cost budget.

E. No. 210 Payable to O.R. Dicky Smith & Company, Inc.

Ms. Beaugrand stated we didn't have the pay request for Dicky Smith in the book. It would be pay request 210 for Dicky Smith for the recreation center which was handed out to the supervisors. The request for this particular month is \$689,422.

Mr. Pincket asked is this handout identical in all respect to what was emailed to us? Have there been any changes between when it was emailed to us and this?

Mr. Oliver responded not with the pay requests. We received that after the agenda went out.

Mr. Pincket asked Mike do you have any opinion about whether any aspect of this for Dicky Smith is trending to be over the budget, trending to be under in any kind of significant way?

Mr. Lucas responded these numbers if you look at the schedule of values, that is their budget number and what they do, this is the number they are saying that the building is going to cost and all they do is progress work, they bill off a percentage, general conditions the total number was \$261,000 and they are saying their percentage they are building out is 45% so according to these numbers it is going to be the numbers they told you. The only thing that is going to vary is at the end that is when we have the change orders that adds to it. That is not reflected in this number you have to go to the back of it where they have the change orders are separate line items.

Ms. Beaugrand stated that brought up a question in my mind. They have general conditions at 45% and the entire project is at 34%. Typically in my experience with construction administration your general conditions are going to mirror pretty much the percentage of completion of the project to a certain extent.

Ms. Minnis asked what are general conditions? I was wondering because a lot of this is pool work that is done. Would factor into a variance for general conditions against the total overall?

Ms. Beaugrand responded I would almost say that some upfront stuff might go into that but they already have mobilization there on line 2 and line 5. There is a lot of detail we have broken out with the schedule of values. It is not that big of a deal but we can always catch up on that number next month but let's keep an eye on that to keep it in better line.

Mr. Lucas stated basically general conditions is what their profit is. The same when we were doing the extension for the rain delay after the building is built they have no money in

general conditions so that 45 days after they are at zero dollars on general conditions which is general overhead and profit. The next time I will have them adjust it down.

Ms. Beaugrand stated we need to true it up.

Mr. Pincket asked is the result going to be that all these numbers basically hit the schedule of values?

Mr. Lucas responded that is their cost.

Mr. Pincket stated there is no real chance for site mobilization that his costs are not as significant as he scheduled, we might actually save a little money.

Ms. Beaugrand stated not on those soft numbers you might save money on the hard numbers where they come in under but where you are going to see a difference if they find they are running over budget you are going to have a change order. That is where we are going to see any increased costs. Cost savings are going to be down the road if they do.

Mr. Lucas stated their schedule of values what they are saying when they bid what they are saying it costs to build. Line 30 is concrete and they are saying to put all the ----- on the building is \$73,000 they are saying they are 95% complete.

Ms. Beaugrand stated when you go out there to inspect it you are looking at those percentages and judging whether they are in fact appropriate.

Mr. Lucas stated they may be billing 95% but you have a 10% retainage. They are 90% done but they can only bill 80%.

Ms. Beaugrand stated we hold back that retainage.

Mr. Lucas stated you hold it back and there is a point where you reduce it from 10% to 5% but that will be near the end. The concrete work is one of the first things that is done. He may be off the job for six months but you are still holding 10% of his money. A month before the job is done he may say I am ending and we may reduce the retainage from 10% to 5%.

Ms. Beaugrand stated that is not unusual on a building. You might have a five or six story building whether it is office, condo or whatever and once the concrete is done the concrete guy is done. Oftentimes you will reduce the retainage associated with that one particular material or sub.

Mr. Lucas stated you will still hold 5% in case something is wrong.

Mr. Pincket asked then you never let the 5% go until the end?

Mr. Lucas stated until the very end. That will be your last payment, the 5%.

Mr. Pincket asked are you doing any kind of testing as an example the concrete to make sure?

Mr. Lucas responded they are responsible for doing that.

Mr. Pincket asked who is responsible?

Mr. Lucas responded the contractor.

Mr. Pincket stated Dicky Smith so he is testing whether his sub did it right.

Mr. Lucas responded whether it meets certain criteria. As far as testing, the tests are done that he is responsible for.

Mr. Pincket stated that is kind of like having the fox watch the henhouse.

Mr. Lucas stated it is an independent testing agency.

Mr. Pincket stated so we get a report from an agency that says what?

Mr. Lucas responded that it meets the psi that it is supposed to. He doesn't test it himself.

On MOTION by Ms. Minnis seconded by Mr. Abbatiello with all in favor pay requests 205, 206, 208, 209 and 210 were approved as presented.

SIXTH ORDER OF BUSINESS

Other Business

There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber stated I have one thing that I want to bring to your attention and get ratification on. When a CDD is initially established the district is required within 30 days of the establishment to file what is called a notice of establishment and that is to put everyone in the world on notice that on the property that makes up the CDD there is a CDD there existing. As you know we recently completed and it went into effect December 20, the amendment to the district's boundary. The district is required within 30 days of the effective date of the rule amending the boundaries to file an amended notice of establishment. To make sure that we met this requirement our firm went ahead and recorded it. It is statutorily required and we don't have any leeway as to whether we do it or not. I wanted to bring to your attention that the amendment

has been approved and we went ahead and recorded an amended notice of establishment which now includes the district's new legal description to encompass the property that makes up the new recreation facility.

Ms. Minnis asked is this recognized by the tax collector? Does he now know that there is additional land within this district?

Mr. Haber asked do you mean as far as the district's ownership of the property?

Ms. Minnis responded yes.

Ms. Beaugrand asked do you mean for taxing purposes?

Mr. Haber stated this has nothing to do with that. When the district took this property by deed that is when the tax collector would know.

Ms. Minnis stated we are following the Florida Statutes with this piece.

Mr. Haber stated this is strictly related to the CDD. The reason this is done is because typically when you amend the boundaries of the district in this case we did it because in order to enforce the rates that you adopted today the property on which you are enforcing those rates needs to be within the CDD. A CDD can own property outside its boundaries but they can't levy and collect assessments and they can't levy rates on that property. Typically there are homes on that property so to give a homebuyer notice that there is a CDD on the property you record this in the public records. There are no homes on the property but there is still a requirement the district needed to follow.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the recording of the amended notice of establishment was ratified.
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B. Engineer

There not being any, the next item followed.

C. Recreation Facility Manager

Ms. Hernandez stated I hope you had an opportunity to go out and take a look at the site. It is quite exciting. I just wanted to tell Mike that I am really pleased with the overall cleanliness as well as the trusses and framing and all the work looks great. The pools look good too.

Mr. Pincket asked how does it look in terms of the pools in relationship to the buildings and the space and all of that?

Ms. Beaugrand responded awesome.

Ms. Hernandez stated it looks really good. Shelly and I have both been meeting with Mike and when we actually walked the site I was pleased with the area that is going to be crowned with grassy knolls. It looks much larger than I had envisioned it to be. It really looks good.

Ms. Beaugrand stated when you are standing at the backside of the clubhouse looking out at the vista that you have from the pond, spray ground, to the family pool, to the competition pool, to the tennis courts the grassy area and the trees. It is like a cool little enclave. It is really going to be pretty.

Mr. Pincket asked you don't get a tight feeling that there is too much there?

Ms. Beaugrand responded no it gives you a cozy feeling. The trees really give it a nice spacial boundary. It is going to be really pretty and as you round that little curve coming in and all of a sudden you see the clubhouse even without the pond and the fountain it is really going to be pretty.

Ms. Minnis asked how are we supposed to schedule a site visit since we can't go with another supervisor? Do we call Basham & Lucas?

Ms. Beaugrand stated you can just go out there too. As long as the gate is not there you can park on the side of the road and go out there. It is compacted, it is not mushy like it was the first time I went out there.

Ms. Minnis asked are we allowing people to just walk out there?

Ms. Beaugrand stated you are a supervisor. The construction guys are there. Just tell them who you are.

Ms. Hernandez stated if you want to give me a call in the office I will be glad to walk you through it and show you where everything is at.

1. Plantation Park Improvements

2. Skate Park Waiver

Ms. Hernandez asked have you had an opportunity to look at the skate park waivers? Do you have any comments or thoughts? They have already gone to legal.

Ms. Minnis stated I thought that was pretty good you caught the thing about wearing the strap.

Ms. Beaugrand stated the only thing I took a second look at is the declaration of advanced status. Where is the wrist guard waiver kind of thing? I assume that that is what constitutes a wrist guard waiver. I haven't looked at a wrist guard waiver in a long time so I assume that is what that constitutes, not wearing certain equipment.

Ms. Hernandez stated correct.

Ms. Minnis asked you said it has gone to legal?

Mr. Haber stated I haven't reviewed it but it probably went to Jonathan.

Ms. Hernandez stated after I complete the document I send it to Hopping Green & Sams and they made changes and I changed it and then handed it to you.

Ms. Minnis stated so you are saying this is after someone in legal reviewed it.

Ms. Beaugrand stated the other question I had was under the section for participants of minority age and the verbiage there does include allowing an adult to sign this on behalf of another minor who is not their child. If I took Brian's minor child to the skate park he has put her in my care based on how I am reading this, and any other parent and/or guardian who place custody of the above has named minor participant, that means that I can take another person's child and sign that person in and sign the waiver for that child to be able to participate at the skate park.

Ms. Hernandez stated it does read that way. It is pretty typical language, parent/guardian.

Ms. Beaugrand stated it specifically says that it would be someone could take someone else's child.

Ms. Hernandez stated it has to be a legal guardian.

Ms. Beaugrand stated most times when I have had to take a waiver I have gotten it off the website and sent it with another parent with my signature on there. I think we need to look at that language, the certification language under the minority section includes having an adult being able to sign a waiver on behalf of someone else's minor child.

Ms. Hernandez stated parent and/or legal guardian.

Ms. Beaugrand stated let's double check that whole language. That is the only thing that stood out to me. It is kind of contradictory. You are right this does and maybe we don't need to have that other language up above where it says, and any other parent and/or guardian who placed custody of the above has named minor participant in my care. I think that is contradictory to testifying that they are the parent or legal guardian of that minor.

Mr. Haber stated I think you need to change that.

Ms. Beaugrand stated if we have this on our website it makes it easy for a parent to be able to pull it up, sign it get it notarized and send it with their child which I have done and I have had other parents send out with me to take kids to skate parks in the past. I think that is cleaner than the way this is worded.

Mr. Haber stated I agree.

Ms. Beaugrand stated on the backside where we ask them what school they go to, is that just for informational purposes?

Ms. Hernandez responded yes.

Staff Reports

Ms. Hernandez stated I thought it would be a good opportunity for your staff to let you know a little bit about what they are working on.

Ms. Timbol stated I have been working on the access card system. The letter we sent out to all the homes in the district explaining our aquatic complexes and future recreation centers, new permanent access card system. Since the mailings I have noticed that we have received additional activity on the website. We received an average of three emails per week asking for information on the new facility. I am also aware of two homeowners who have expressed negative opinions over our new access card process. One of these gentleman later seemed to change his mind. I believe the other has been in contact with a member of the board concerning his areas of disapproval.

I have hired five part time front desk staff personnel. They have been trained and they have begun their job implementing access card administration. The access card software was delivered we were talking about that in the invoice. It is working well in conjunction with the scanners and the cameras. Presently we have two access card work stations. We just began to administer the cards yesterday. So far, all has gone well although turnout the first evening was

light. Because of this meeting and the public hearing we moved the access card issuing station to the camp room where we are set up to receive our residents. There are several drawbacks to issuing the cards from that location and we might entertain the option of moving the CDD board meeting. I understand next month it is not going to be held in this building at all. We might want to entertain that for the next three months until the aquatic complex is open, that we hold the CDD meetings either at the library or in the camp room so that we don't need to move the access card station again.

Mr. Pincket asked have you thought about the process of terminating access cards when people move out of the CDD or they don't renew their fees and how you are going to make sure that happens? Are you going to prevent new registrations from a particular address?

Ms. Timbol responded what will happen is the new homeowner will come in to get their access cards and it will show that that address is already in the system and we are going to see proof of residency and the old card number will come up as access denied.

Ms. Minnis asked when was the letter sent out?

Ms. Timbol responded I believe it was sent out the beginning of December. It went out bulk mail so it may have arrived at different communities at different times. I was very surprised to learn that from the day it was sent out two days later people were letting me know they got it.

Ms. McVeigh stated along with the skate park meeting yesterday I have also been working on the new programs we will have this summer. Some are older ones that we have offered before but American Red Cross has come in to teach them but we will be teaching them in-house. New this year we will be offering junior lifeguarding so I have been trying to put together a manual for that on how the program will go to give out to the parents and children. I have also been working on starting our own boot camp. We have had just the training course before but now we are going to offer boot camp as well. I am currently working on getting my CPR instructor course too so that I can instruct those courses as well as instruct some of our employees in CPR and first aid.

Ms. Callahan stated first and foremost I want to introduce you to Jennifer Ferguson she is the newest member of the aquatics department. She started with us a couple of weeks ago. She just recently graduated from UNF and has had a lot of experience in aquatics so we are excited to have her. A couple of things we have been working on, we have begun our hiring process and right now we are in the process of doing rehires, a lot of reviews, we are meeting with all of the

people who are coming back this coming year. We will start our new hires in a couple of weeks. We are getting applications for that. We also have arranged our staff training for lifeguard and WSI through UNF as we did last year. We had an arrangement through them and they offer the same arrangement which is good since we don't have a pool that is deep enough to do our training here which next year we will which is good. We will also be doing a lot of CPR, first aid training here which I will be doing this year with one of our lifeguard staff. We put together the dates for that. We have begun the process of purchasing materials we will need for this coming season some of which will go into the new facility. We have been revising all of the binders and training information for the 2008 season. I have been working with Todd Adock who has been doing all of the access card system. I have been helping him in organizing the program information to go into the computer system.

Ms. Ferguson stated I was a competitive swimmer for 13 years so I am pretty comfortable around the pool. I am really excited to be here and be a part of the new aquatics center. Right now I am looking at hiring a head coach for the year around swim team that will be coming with the new facility. I posted the position on USA Swimming.org and got great feedback already so that is good. We have heard from people all over the world and it is really exciting. I am also sitting in on reviews with Laura for the returning lifeguards and swim instructors. We are just going through and revising all of the manuals and handbooks from last year to update it.

Ms. Ragland stated I have been helping the front desk staff with the access cards, helping Shelly put together information for the front desk. I have also taken over payroll responsibilities for Shelly and I am working on budgeting and directing a 5K race. That will be in March 2009.

Ms. Beaugrand asked is that the same and the family day 5K?

Ms. Ragland responded yes.

Mr. Hill stated right now I am working on taking bids for the aquatic complex getting it ready for the opening in March/April and finalizing agreements on trash and garbage pickup, cable TV, XM radio, onsite security, surge protection, lightning protection, maintenance equipment, supplies for the new facility and on the playground I'm still working on that. There were a couple of questions at the last meeting. One was the warranty on the rubber surface. It is one year on the labor and five years on the material. The maintenance is that it needs to be pressured washed as needed. The difference on a truckload of mulch versus the wood carpet, the wood carpet mulch is mulched two to three times which makes it finer and lighter which is

apparently easier on the kids if they fall down. They go through the mulching process more than the regular mulch does. On some of the play equipment there are really hundreds of different items that can be put in and since I don't have any little kids I'm not sure what to look for so if April can take a look at that I would appreciate it. There is shade available, you can shade whichever sections need to be shaded but the final quote is going to come down to how much space of each thing that you want. When you pick the place for the younger children then we will know the dimensions and it will help us bring the price in line.

Ms. Spears stated okay.

Mr. Pincket stated you said you were taking bids for something.

Mr. Hill responded at the pool. Every year there are things that have to be done, pressure washing the deck, the furniture, repainting some of the railing, bathroom doors, that all has to be done before the opening. I'm working on that now because there are some inside things that can be done now.

Ms. Harless stated I have been in the process of selecting our fitness equipment. I have been to the new facility several times and am pleasantly surprised and I think all of you if you can, get out there because you will definitely be really impressed. I have a strong fitness and health club background so I was very happy to see what we have coming. I have also been designing our fitness group class schedule. I have a schedule for 50 classes a week for our aerobics room. I am writing a fitness program for special population including seniors, adults and sports specific programs. I am also in the process of interviewing fitness staff, instructors, trainers, spinners for programs we are currently doing and starting in January there are now 55 classes out of this building. I updated all of this information on the website. There are new 2008 registration forms and class fliers for all of these programs and classes starting in January. I have been working on the teen certification program for the new facility, ultimately we will have an exam that they have to pass. It is informational, orientation type and we will have a little seminar type thing probably in the meeting room to go over it and they will have to take a written exam and they will have to pass that. We will make sure everyone passes that and we will go over it until they do. I also designed work out cards as well as personal trainer contracts.

Ms. Gunther stated I just completed a holiday camp program for children ages 6-11. The first week of camp which was December 24 through the 28 we averaged approximately 10 children per day for that week. The second week of camp which was December 31 through

January 4 we averaged approximately 22 children per day per week. My projected budget amount for camp was \$3,500 and the revenue that I recorded for camp is approximately \$3,900. I am also excited to announce that this coming spring break for the first time there will be spring break camp. I am working on scheduling and putting activities for that program in addition to scheduling and planning activities for the summer camp program which begins June 16. I am also working on planning for the child watch area in the new facility which includes what kind of children's furniture, toys, games and activities are needed for the children.

D. Manager

There not being any, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Minnis stated I have one comment and one question. I did contact the POA about the damage that the JEA did to the common area and the eagle zone and that they went in off season. They have to let me know if they actually did contact the JEA to pay this back and to resod the common area but I asked why they did not have to fall into the same rules we did and who is following up because it is a managed plan. My other question was you have had a meeting with residents about a CDD get to know you group or friends of the CDD. You had one meeting. Have you had requests for subsequent meetings?

Ms. Hernandez responded no.

Ms. Minnis asked was it supposed to be ongoing or was it a one time thing?

Ms. Hernandez responded my understanding is that David Taus was head of that. I haven't heard anything from him.

Ms. Minnis stated okay, thank you.

Mr. Pincket asked the JEA damaged some of our property?

Ms. Minnis responded they damaged the common area of Julington Creek.

Ms. Beaugrand stated along Davis Pond when they were doing the tree trimming down the road here some of the sod was damaged as they were going in and out. It was during that really bad rainy season we had.

Ms. Minnis stated they also came in at night after the sprinklers ran. That is the other thing. They brought in a night crew.

Mr. Pincket stated if they have an easement across that to maintain that they can literally drive trucks over there.

Ms. Beaugrand stated that is what they did.

Mr. Pincket stated they probably don't have to repair it.

Mr. Haber stated typically they give great latitude to the JEA to do what they need to the property.

Ms. Beaugrand stated typically the easement is down that east/west swath and they came perpendicular across our property. It depends on whether the easement covers where their access point is or not. They also violated the eagle zone ordinance in the timing of that construction, doing the trimming of the trees. We are having to time our construction appropriately with the improvements we are doing here.

Mr. Abbatiello stated Shelly mentioned a concerned citizen about our rules. This has to do with the hold harmless and release of liability clause which Mr. Kolls feels is unnecessary and not appropriate. I sent an email to both Jim and Jonathan Johnson to review the concern of Mr. Kolls and if necessary have Jonathan call Mr. Kolls to discuss it with him because Tom's background is somewhat legal plus he has a lot of friends and relatives in the legal profession. I felt it would be best to have Jonathan give us some feedback on his feelings of what Mr. Kolls' comments and concerns are. With that you can see a message from Jonathan dated January 7th which I guess you have seen which reviews his concerns and his statement that we may not require such waivers but it is a good policy decision on the part of the board of supervisors to require that citizens sign this waiver. Plus he has also submitted examples from 9 other CDDs which have similar clauses with waivers of liability. You have all had a chance to review this material. Perhaps we can have a discussion with Mr. Kolls being here.

Mr. Kolls stated I have a lifetime of education and a great depth of experience in matters pertaining to insurance of all forms and all kinds and with every aspect, every legal aspect of hold harmless agreements, waivers of liability, ranging over a wide, wide scope of operations of activities from maritime operations and in my capacity of world manager for facilities and administrative services for the 9th largest manufacturing company in the world and similar positions which I have held throughout my career. So it is not with a casual or promiscuous complaint that I have raised the objections to the waiver. The waiver is legally drafted correctly. There are people who can quarrel about some elements of how it is presented but that is not the

issue. The issue is not its legality the issue is its gross impropriety. You are asking the owners of a property to waive all of their rights in the event of accident or injury arising out of ordinary negligence, carelessness, human error, culpable negligence, gross negligence and saying you can't claim against us. You can't claim against our employees, our vendors, our agents, our successors and our assigns. In order to claim for the injury that you suffered, your niece or nephew suffered, one of your children suffered you must first penetrate our legal veil. You must litigate with us, the owners, in order to bring your claim and that is grossly improper. You have every right and every duty to protect the assets of your district because they are the assets of the owners but you don't do it by building a legal barrier between the very people who own the property for whom these people are employed. You must do it through training, safety programs, education of employees, you ensure your vendors and contractors do provide hold harmless and waivers of liability to you. That is how you do this. But you don't try first of all to coerce the people who are your people into signing a contract without telling them. By the way we are going to force you to sign a contract so that you can use the facilities that you pay for and that you have every, absolute right to use without any further reservations whatsoever. You say in consideration, the consideration is paid. Every single one of the owners of property here pays through the assessment. The consideration was long since satisfied. They have an absolute right to use these facilities. You have a duty to bring in certain precautions and safeguards for that use absolutely and you have a duty. Furthermore it goes beyond that back to these owners who have paid these assessments you have a duty to provide them with a safe facility, with well trained employees, with careful employees, with employees who will not commit careless, negligent acts and injure people but actions will happen. No matter how good a training program you have and I hope that you will now focus on your training programs and focus on what kind of protections and safeguards you have with all of your vendors and your contractors who come and bring your services. An action is going to happen. Somebody in one of the aquatic complexes is going to carelessly throw an object. We don't know why, nobody will ever know why but was there horse play on the part of this employee? We don't know. Were they trying to achieve something good, were they trying to do their job so they threw something? We don't know. These are all questions of fact that is what leads to determinations of liability. But that is way down the line you don't want to ask people to waive it. A child was injured an eye is out there is rehabilitation expenses, medical expenses, therapy expenses and the parent or in the case of my

wife and I this could be one of our grandchildren for whom you are asking us to sign a liability waiver which is absurd on the face of it. They come from Charlotte and there are all kinds of grandchildren and nieces and nephews that come in and use these facilities and appropriately so and that injury occurs. You can't even respond to them and say we are terribly sorry this happened we have insurance and I hope your insurance program has been brought up to speed because this suggestion is not. This suggests your insurance program isn't up to speed. Because you should immediately be able to offer medical payments absolutely, immediately. The question of liability is down the road, folks. You hope you can hand it off litigiousness. One of the things the State of Florida is getting a ghastly reputation for so you do that not by building a barrier between you and the very people who use your facility but by opening up to say we don't know why that object was thrown and you send an appropriate insurance, public liability adjuster and if your programs or concerns is in order that person already exists and if not you need help in your insurance policy. That adjuster goes and says we don't know what happened will you present your medical bills to us? That is how it is done, folks. Every single day that is how it is done. Responsible organizations do not build barriers. They do not ask people to sign hold harmless agreements. That is outrageous. My wife and I are going to hold everybody harmless for acts that we don't even know is it ever going to occur. You don't know it is going to occur. Surely you will fulfill your responsibilities and demand that Stacie and Shelly and all the rest of the staff put in place solid safety programs and your insurer is going to require that. If you have a good insurer who is not trying to duck out, that is where your responsibilities lie. I had this reviewed. First of all I can tell you, you do not even remotely, properly ask people to sign this kind of a waiver. You don't ask them to sign a hold harmless agreement. It is improper and it is wrong. It didn't come about because somebody set out to do something wrong. It came about because somebody was trying to do what they thought was the right thing on behalf of the CDD, the owners. It was a mistake. The best sign of forward progress we have had is often a mistake. This was a mistake. I have tried very hard communicating in a forum that I would feel more comfortable in or a professional to professional forum that I would feel more comfortable in, I have been deprived. We can't do it. Somebody has interpreted the sunshine erroneously prohibiting that kind of one on one interface. That is unfortunate and perhaps you want to take a look at that. I did find it when I couldn't reach people I came Al because I knew him and Al has very thoughtfully and very courteously listened and he has tried to forward some information

down the line but you remember the little children that whisper in the ears, one thing goes in and something different comes out the other. We are all victims of that kind of miscommunication. I had this reviewed not relying on my own experience and I had it reviewed first of all by the chief general counsel and senior vice president of one of the largest public utilities in the world. Fortunately he headed up the legal department at United Technologies and for years provided me with dozens of attorneys to meet the obligations that we had worldwide on facilities. We had enough hold harmless agreements to fill a truck. I said to him this is the agreement, he looked at it and said it is perfectly legal and it is absolutely wrong. It is grossly, improper to demand this of the owners of the property. They can't waive the rights they are entitled to. They certainly shouldn't do it so don't sign it. I went to another attorney and this happens to be my son and he is senior vice president and chief general counsel for a large publicly held medical equipment company. He knows his stuff.

Ms. Minnis asked are you going to give us their names?

Mr. Kolls responded my son is Raymond C. Kolls and the senior vice counsel of the public utility would prefer not to be identified because of the position he holds. My son said it is perfectly legal and it is grossly inappropriate. You can't ask the owners of property to waive their rights against their employees, against their vendors, the contractors, you just don't do that. I worked with AI to come up with a series of positive recommendations because that is the way I operate. That is my management philosophy. If you identify a mistake let's try and find a solution. We are not going to sign this and we expect to get our access cards. We are absolutely entitled to them. On advice of counsel we are not going to sign this. Furthermore we are not going to in our particular case sign our trust interests. That is a complication that you might not be aware of but a lot of people have the same arrangement. So what you have got is a real sticky situation. Three possible solutions. One, some people will come and I can tell you there are others who are not going to sign it. That is the first thing you can say okay we will fill out the access cards, no signature. That is a finesse, it will work, it will solve the problem relative to each of those people who on the advice of counsel or from their own experience aren't going to sign a waiver of liability, they are not going to grant you a hold harmless. That makes me a little uncomfortable because you have advised people in all of your literature has gone out to people, by the way we want you to sign a contract. What you have said is you must sign this contract. You give an order, they must sign the contract and said you can't have an access card without a

contract. So, I feel bad because a lot of people are going to sign, they are signing away very important rights and privileges, they are doing so not on the advice of counsel because you haven't warned them to get advice of counsel. They don't realize they are entering into a contract, they don't know what it means when it says in consideration of. I'm sure you are aware of the fact that those three words "in consideration of" constitute a contract. You are forcing these people to execute a contract. But you can do that if people don't sign get the cards anyway. You can take a pair of scissors and cut all of the offending language out of the form. I frankly think that would be a good solution. That is a grand finesse. It doesn't make any difference for the people who come and sign not realizing that they were entering into a contract, not realizing they were doing something that perhaps they should have gotten the advice of counsel on. Just cut off the offending language, you still have the information request you have fulfilled what you need in order to meet the software and the hardware and the mechanism requirements of your system so that would work. You can get a big rubber stamp, that was a suggestion that I came up with early that says all language in this agreement in italics is null and void having been revoked by resolution to the board dated such and such. You can even do it without a resolution, you don't need a resolution since you are not going to resolve to put the language in here in the first place. There is the problem that we have. My wife and I have this problem. We have friends who have the problem as well. They have grandchildren and it is odd that we tend to be more of a grandchildren when it comes to our community rather than those of you who have children in the first instance. We are not going to sign and we expect to get our cards, we certainly do not want to have to litigate to get our cards. As one of my business partners used to say we are where we are. I am trying to avoid the confrontation when people come in to get their cards. That is what I have been trying to work out with Al from day one, that is why I tried to avoid a confrontation. When I come in I expect to get my cards and I will not be signing the form. Are there any questions?

Mr. Haber stated I am happy to address the comments. I think the letter you received was from Jonathan Johnson.

Mr. Kolls stated is correct, he has assessed the situation correctly by the way.

Mr. Haber stated I think the board is in a position as mentioned in Jonathan's letter to make a determination as to whether the comments you just heard persuade you one way or the other as to whether you should have a waiver signed or not. With that said as you saw attached

to the letter there are a number of CDDs as well as if I had to guess cities and counties that also provide for waivers because he brings up an excellent point that they are the property owners that make up the district that they are seeking to have them sign, at the same time having these documents signed also seeks to protect the property owners because to the extent there is a large claim those property owners are going to have to pay the claim. I think there are two sides of the argument. You raise valid points, I think Jonathan raised the other side of those points and explained to you what you are able to do. There is no requirement that the district have the waivers but you are certainly within your right to have the waivers. Looking at the CDDs throughout the county, the adjoining counties and throughout the state the vast majority do have these waivers.

Mr. Kolls asked uniformly?

Mr. Haber stated when you way uniformly do all the waivers have the exact same language, no.

Mr. Kolls stated no are they uniform because my advice that I have received is that they are relatively rare, that this is the first time the issue has ever been brought before this CDD board.

Ms. Beaugrand stated that is not true. We have had this exact same waiver since we have been operating.

Mr. Kolls asked why have I never had to sign one?

Ms. Beaugrand stated it has been sent out every year this exact same form. We have not made any modification this year.

Mr. Kolls asked did I sign this form?

Ms. Beaugrand responded I can only tell you that that is the truth. We have made no modification to this waiver form. There are certain things that you said that are absolutely correct but there are other assumptions that you have made that don't necessarily have complete basis just based on the fact that you haven't continuously attending the CDD meetings that we have had on a monthly basis since 1995. There are some assumptions that you made and there is only so much history that is feasible for you to ascertain in a very quick period of time. One major assumption is the fact that this is a new thing for this particular CDD and it is not in fact a new thing.

Mr. Kolls asked why is it that we have received our cards in the mail?

Ms. Beaugrand responded because you have sent the user form back to the CDD office. The process in the past has been these forms along with all the other information are mailed out to all the landowners. The form is filled out, signed and sent back or hand delivered to this office or wherever the CDD office was at the time and in turn it was processed and the cards were mailed back in the past to our landowners.

Mr. Kolls stated now you have hit the crux of one of the most serious aspects of this. Are you aware of the Parking Lot Waiver court decisions?

Ms. Beaugrand responded no, I am not.

Mr. Kolls stated this is one that goes back and is ancient in law.

Ms. Beaugrand asked how does that pertain?

Mr. Kolls responded it pertains precisely to this. The fact that you sent out these forms and have gotten them back at no time did you ever indicate that you were asking people to sign a contract nor have you ever asked them to get advice of legal counsel. If I had been aware of the fact that my wife signed and I don't think my wife knowingly waived the rights of our three grandchildren nor do I think she knowingly waived my rights to recover if she had been injured at the aquatic center. That is the point. You cannot promiscuously send out forms that are legal contracts that purport to bring binding agreements on people where they waive their rights. It is grossly improper. That is the exact phrase of some of the best attorneys in this country. The parking lot waiver is every time you go into a parking lot if you turn that stub over on the back you are going to find where you waive your rights to bring a claim against that parking lot. They are null and void. They are meaningless.

Mr. Pincket stated this is very different from that situation.

Mr. Kolls stated in your case you send it out it is just like the parking, except now your property owners have to litigate with you to bring a claim against you they have to hire attorneys incur legal expense, time, while their medical bills build and they age. That is the point. You can't simply send out a form and have people sign without advising them of what it is they are signing. You can't do a caveat emptor this isn't a buyer beware situation. That child is injured and the payment of her medical bills cannot be blankly waived just because you sent a form out. That is exactly the point. The point is precisely the same, the same law protects us. The difference is you are forcing people to litigate.

Mr. Pincket stated first of all you are wrong. You don't have a correct understanding of the law in the State of Florida. You have no obligation to advise somebody who signs a document you put in front of them and say here it is take your time to read it, you don't have to advise them to get a lawyer. I think you stated that this somehow offends you, this process.

Mr. Kolls stated that is a courtesy that is usually followed.

Mr. Pincket stated I didn't hear that but we don't have a duty to do that. Another point is that if anybody signs this document they are presumed to have read and understand what they sign. You made some kind of a statement that again, I'm taking offense to what you said because you are implying that we are doing something that is somehow devious that we are sending a document out to somebody that they sign it and we haven't somehow advised them they are waiving rights. If they read the document the document says what it says, you are waiving rights.

Mr. Kolls stated but they are not attorneys.

Mr. Pincket stated so we are not being deceptive in any way. If they want to go see a lawyer then go see a lawyer, we have no duty to advise them to go see a lawyer. Another point is you yourself said that Florida has a bad reputation as being litigious. I don't disagree with that and that is precisely the reason we wanted these waivers. There are a lot of situations where you are going to have people claiming they are injured when in fact it is their own negligence that caused the injury. Without these waivers we might just as well have a big target on our back for people to bring claims when we have not been negligent in any way. I want to address the safety programs. We have instructed Stacie that safety is of the utmost importance since I have been on this board which is almost four years and I know the other board members feel the same way and they have been on this board longer than I have. We don't want anybody to be injured, we are not using these waivers as some type of an excuse for us to be lazy in our safety programs to create unsafe environments for our residents. We are going to be very safety conscious in doing that.

Mr. Kolls asked doesn't that take the target off your back to the full extent that you can do it?

Mr. Pincket responded no it does not.

Mr. Kolls asked how can you change the world? That target is always there. Promiscuous, false, lawsuits against organizations of all kinds are an unfortunate fact of life.

That is why we buy personal liability insurance as homeowners so that we won't have to defend against the phony lawsuit. It happens all the time. You are no different. That doesn't mean you take the baby and throw the baby out with the bathwater. We want to have the right which we have to seek redress if there is negligence. Liability is another question for the lawyers to determine. We want the right to seek redress without having to sue you to get that right.

Ms. Beaugrand stated Mr. Kolls at this point in time I am going to ask you to have a seat.

Mr. Kolls stated I am asking you to make a decision at this time.

Ms. Beaugrand stated you don't let us even finish a sentence before you interrupt us again so I am asking you at this point in time as chairman of the district to please have a seat and let us have discussion without being interrupted. That is what I am asking at this point in time.

Mr. Kolls stated I would like to have some discussion.

Ms. Beaugrand stated a couple of things that Jonathan put in his letter to us that I think are very important and I am going to read them. "Florida law neither requires nor prohibits local governmental entities such as CDDs from requiring or obtaining waivers or liability release forms from residents or other facility users. Whether or not to require such waivers and releases and in what instances to require them is a policy decision by the district's board of supervisors." This is a form that we have used from the onset. It is not a change from what we have done in recent years or in non recent years. This is exactly what we have done, nothing is new with this form. We have made a lot of changes within the district in cooperation with the new recreation center but this is not one of them that we are changing. One of the things that Mr. Kolls stated is that the paid users have an absolute right to the use of the facility. In response to that comment Jonathan does state and I believe Mr. Kolls said a few minutes ago that everything Jonathan said in here is absolutely correct if I'm quoting that correctly another comment that Jonathan does state in this letter is that the payment of assessments does not equal a guaranteed right of access to the district's recreation facilities. A CDD always has the ability to condition or limit access in ways that further the districts goals of providing the community with facilities which are maintained appropriately in which patrons follow rules and policies adopted for the enjoyment and safety of the community as a whole. It is possible that the district would be exposed to increased risk of liability if it decides to reverse its policy of requiring residents and other users of district facilities to sign a waiver or release of liability. All of the costs of any such liability would ultimately be borne by the landowners in the district through increases and special

assessments. I think that is important. In speaking with Jonathan there are instances of districts in this area actually within St. Johns County where for example paid users have created a hazard within the facility based on their behavior, multiple offenses of behavior and those districts have banned those resident paid users from using the facility. There are others who have not signed forms who are not issued access cards. We have put this form out over the last however many years we have been using this, which is certainly 10 or 12 years since the pool has been opened. We have not done this maliciously or with any other intent but to do the right thing for the district. We are all residents we come from the perspective of all the residents. None of us are developer representatives. It is a complete resident board and has been for 6 or 7 years. I think one thing that Brian did bring up that I felt was a bit of an insinuation was that maybe we are hiding behind this in light of maybe our training isn't quite as good as it should be or maybe our safety programs are not quite as good as they should be or maybe we haven't taken enough care to make sure that our insurance programs are as good as they should be. I want it put in the minutes that we take a great deal of care in making sure that we maintain the health, safety and welfare of all the users of our facilities whether it is this building, whether it is the park across the street, whether it is the pool right next door and we will do the same thing when we open the recreation center down the road. Stacie has done an outstanding job. Before we started this whole new rec center process but since we started this new process she has done an incredible job to take steps to make sure that things are done with her staff that I wouldn't in a million year have thought of doing. That is not my expertise. That is their expertise. We put a lot of trust in them and I think they have done a great job. Just like we trust Wes and Jonathan from a legal standpoint we rely on Brian from a legal standpoint and so on and so forth. I just wanted to put it on the record that that is not anything that any of us take lightly at all because it is our families, it is our friends, it is our neighbors. It is other people who are common landowners with us whose care is at risk and we take that very seriously. I am going to close the floor to discussion for the moment and I want the board to have discussion at this time, to be able to ask staff any questions they may have in association with the issues that you raised. We appreciate you raising those issues.

Mr. Kolls stated I feel like I have to respond. You have just accused me of making certain insinuations.

Ms. Beaugrand stated I have the floor, I am the chairman, this is the board of supervisors and if I am not opening the floor I have not opened up the floor.

Back to the board of supervisors at this point in time are there any questions, comments, concerns?

Ms. Minnis stated I can say that I know what it is like to sue the CDD, I spent five years in a lawsuit as I got elected, we filed a class action lawsuit and we did sue the CDD and the county so I do know what it is like to go through a lawsuit against government. It is not easy. I also know that sitting on this board I have to protect my fellow neighbors. I have seen frivolous lawsuits and there are a lot of them in Florida. That is what we are trying to protect. At this point based on this conversation tonight and some email back and forth I wouldn't change my position. I would have to have more research and I don't have enough information to change the position to remove that waiver.

Mr. Abbatiello stated while I empathize greatly with Mr. Kolls and the other people in the group that are concerned about it, I think by and large our role is to protect the interests of the greater number of folks within the CDD. Things like prior court tests is a question I would have as to whether or not this has ever come before a court and what the results would be and in the event that you would pursue litigation and I think that is something our legal staff would have to research and give us some advice on that but at this point I don't think I would vote for changing the policy at this point without as Ms. Minnis indicated without additional research and opportunity to review it.

Mr. Kolls asked am I prohibited from any further comment?

Ms. Beaugrand stated we are doing board discussion at this point in time. Wes, Jonathan sent a number of examples of other waivers of districts in and out of this area, some within St. Johns County, some in Duval County and other areas within the State of Florida. What are the incidents of other districts that do not have these waivers for their users?

Mr. Haber responded off the top of my head I don't know for sure. I can say the vast majority of the districts that I represent and my firm represents a number of districts throughout the state, I don't work with every district. The vast majority of districts that I work with that have recreation facilities include those types of waivers. A lot of districts don't have recreation facilities. It is fairly common and I think the evidence of the nine districts that were attached to the letter that Jonathan sent you is evidence that it is a common trend among CDDs for the very

reasons you discussed, the litigious nature of our society and the protection of the overall landowners.

Ms. Beaugrand stated at this point in time I also agree with what Al and Kathy have said. I see no reason to change the user form at this time.

Mr. Pincket stated I see no reason to do away with it. I would like subject to agreement of the board to have Jonathan's firm review what we have frankly, and make it stronger. I have reviewed some of these other ones and I like some of the language that is in these other agreements.

Mr. Haber stated I think Jonathan noted that in his letter that some of the release and waivers at other districts are more restrictive and we are happy to do that review and present a revised form to you.

Ms. Beaugrand stated I don't disagree with you but the problem is a matter of time and procedure at this point in time. They have already been distributed to the property owners.

Mr. Pincket asked would we have an opportunity next year?

Ms. Beaugrand stated for future years absolutely.

Ms. Timbol stated these are permanent access cards. You would have to ask people to come in and sign another one.

Mr. Pincket stated I'm sure we can think of a process.

Ms. Beaugrand stated we will have to think about that. Mr. Kolls I am going to give you an opportunity to respond but I am going to limit your time. We have spent a great deal of time on this so I am going to give you no longer than two minutes.

Mr. Kolls stated I did not insinuate and I have never suggested that there has been any deficiency on the part of your staff in their programs and in how they exercise their responsibilities. To the contrary they did an outstanding job and that is why Julington Creek is a fine place in which to live. Let's not put words in my mouth. This problem is not going to go away. I can't help the fact that competent legal counsel says don't do that. I can't help the fact that and your attorney is correct, that there is no absolute right to cards, you are absolutely obligated and have a duty to put certain safeguards and mechanisms in place. The reasonable ones I accept. I would applaud it I would support it. In this case I think we are entitled to our cards and on the advice of counsel to protect our assets we can't sign a hold harmless and we can't grant you a waiver of liability. How do we resolve the issue? I give you some suggestions.

I think perhaps that good people can resolve this at the point in time when they come in to apply for the cards and it will become a non issue. I only raise it because it is something more than hypothetical as I'm sure you appreciate as an attorney, as I'm sure you would appreciate as an attorney. We are where we are. We can't sign the waiver. We will not grant you a hold harmless. We can't jeopardize our assets or those of our children or of our grandchildren unreasonably. We have never litigated, we have never sued and we don't ever expect to.

Ms. Beaugrand stated I have another question. One of the things that Mr. Kolls indicated was that by signing this it would put his assets at risk. I don't understand how this agreement puts any of the landowners' assets at risk.

Mr. Haber responded I think only to the extent that if he is looking to the district to pay for reparations then the district would pay it and he wouldn't have to go to his assets. That is the only thing I can think of off the top of my head.

Ms. Beaugrand stated at this point in time I have heard from three of the board members and there are four of us that feel this form is appropriate to continued use at this point so unless I have a motion from a board member to make any changes I will go on to the next item on the agenda.

NINTH ORDER OF BUSINESS

Audience Comments

Ms. Bravo stated I want to pass these out to the board. I approached the board earlier this year to start a charity committee within the Plantation, was told it was a good idea but would not fall within the umbrella of what the CDD could do. The CDD said they would be very supportive they would let us meet here which is wonderful. I did feel it is my responsibility to them to let you know what happened this last year, what we foresee will happen this year just so you are in the loop. We began meeting June of last year and had six neighborhoods represented. As of January 1, we now have representatives from 31 neighborhoods as well as 2 attorneys, an accountant, a marketing PR executive and professional photographer. We came up with the name JCP CARES which stands for community active residents engaged in service and developed our mission statement of uniting the community through helping others in need. We had a lego contest in local area schools and had a young man who was a junior at Bartram Trail high school submit the winning entry. As a prize we had an entertainment basket valued at more than \$500 which was donated by local areas businesses. We accomplished two charity initiatives

last year totaling more than \$19,000 in charitable giving. The first was for the St. Francis House which is a homeless shelter in St. Augustine. We put together personal packets which had clothing items donated by the Julington Creek residents as well as socks and \$5 food cards which were wrapped up in bandanas. McDonald's, Burger King, Wendy's, and Dial Soap partnered with us on this project. More than \$10,000 worth of items were donated to this project. The second initiative we did this last year was the giving tree. It was here in the CDD building so I'm sure a lot of people saw it. We had 13 St. Johns County charities give us their wish list and tags were then placed on the tree, Santa came to the CDD building one Saturday we visited with more than 130 of our Julington Creek children while their parents were encouraged to take tags for the tree. We also put up posters in local area business windows. Fruit Cove Middle School and Cross Creek Church also joined in the efforts. The giving tree generated more than \$9,000 for the charitable giving from our community. In 2008 we have one charity initiative per quarter and then wrapping up the year with the giving tree again. Our projects next year are as follows: First quarter we will address homeless and abused, we will work with the Homeless Coalition. Second quarter animals and environment, we will work with the St. Augustine Wild Preserve. Third quarter will be children and we will deal with guardian ad litem program, the Kids are First program. Fourth quarter seniors and medical and we will go with the Council on Aging at Trout Creek which is where our seniors go. As you will notice our role is our charity efforts within the county that we live in. We do have a crises team should there be another Katrina or if somebody has a nice home in Julington Creek Plantation burnt to the ground, we have a crises team in place to deal with an immediate need. Our goal is to have each project potentially have three parts to it. A fundraiser, a drive up collection of items and a hands on piece to utilize all the community service hours our students need. For ongoing information we encourage you to look at our website, jpc cares.org. We are extremely encouraged by the reception and enthusiasm we found for our projects and are looking forward to a fabulous 2008.

Mr. Stuart stated just for general information the north side of Davis Pond after the eagles have finished nesting, the county is going to use the rainwater where we have the low spot and floods every time it rains.

Ms. Beaugrand asked are you talking about both sides of Dewberry because there are two low spots.

Mr. Stuart responded yes, they are talking about doing both sides. They want to clean out the entrance and the exit and fill it with sand. That is going to help the drainage there.

TENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet as of November 30, 2007 and Statement of Revenues and Expenditures for the Period Ending November 30, 2007

B. Treasury Report – November 30, 2007

C. Check Register Summary

1. General Fund 12/1/07 – 12/31/07

Ms. Beaugrand stated we have the check register for the general fund, checks 1504 through 1515. Most of those large items that you see are the transfer of tax receipts they are not really expenditures.

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

2. Recreation Fund 12/1/07 – 12/31/07

Ms. Beaugrand stated the recreation fund checks are 2503 through 2542. On the third page the North Florida Custom Painting the \$4,225 what was that for?

Mr. Hill responded it is the deck out here and the weak spots have been fixed and the cracks were filled in and all the windows were painted, the trim work around the baseboard.

Ms. Beaugrand stated so it is general maintenance.

Mr. Hill responded yes.

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

ELEVENTH ORDER OF BUSINESS

**Next Scheduled Meeting – February 12, 2008
at 6:00 p.m. @ Bartram Trail Branch
Library 60 Davis Pond Boulevard**

Ms. Beaugrand stated next month our meeting on February 12 will be at the library not in this building.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the meeting was continued to January 22, 2008 at 6:00 p.m. at the same location.

Secretary Assistant Secretary

Chairperson/Vice Chairperson