

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, February 10, 2009 at 6:00 p.m. at the Julington Creek Plantation Club Multi-Purpose Room, 350 Plantation Club Parkway, St. Johns, Florida.

Present and constituting a quorum were:

Susan S. Beaugrand	Chairperson
Kathleen P. Minnis	Vice Chairman
April Spears	Assistant Secretary
Brian Pincket	Assistant Secretary
Del Dosch	Supervisor

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Matt Maggiore	District Engineer
Mike Lucas	Basham & Lucas Design Group
Stacie Hernandez	Julington Creek CDD
Shelly Timbol	Julington Creek CDD
Jerry Hill	Julington Creek CDD
Stewart Maxwell	Dicky Smith & Co.
D.J. Smith	Dicky Smith & Co.

**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 January 13, 2009 Meeting**

Ms. Beaugrand stated the next item on the agenda is approval of the minutes of the January 13, 2008 meeting. Do we have any corrections to those minutes?

Mr. Oliver stated on page 33 about midway through the full paragraph there is a blank and Wes was saying that board members if you have more than one board member present or “serving” on the board.

Mr. Haber stated in flipping through I had a number none of which were substantive for example the word “base” instead of “bass.” I will get those to the district manager, none of them will change the outcome of the minutes and I don’t know that I need to go through them with you here.

On MOTION by Mr. Pincket seconded by Ms. Minnis with all in favor the minutes of the January 13, 2009 meeting were approved as amended.
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**THIRD ORDER OF BUSINESS**

**Discussion of Recreation Complex**

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

Mr. Lucas stated I have passed out to everybody a wish list for lack of a better term. This is a list that has been compiled after walking around and talking to Stacie and Shelly and Jerry about any type of improvement or renovation that you would want either in the new facility or in the existing aquatics complex or any of the parks. Dicky Smith Co. has spent a lot of time trying to arrive at some pretty good numbers so that you can evaluate whether any of these is something you want to pursue. If you want to start on the very first page we will go item by item to try to explain to you what these include and you have a list and we also tried to include some diagrams so that you can get a feel for the areas that we are talking about.

Ms. Minnis asked is this in some kind of order?

Mr. Lucas responded yes, all the drawings are stapled together in the order I am going to discuss and the list corresponds to the drawings. If you have the list on one side and the drawings to the other hopefully, you will be able to follow these. Dicky Smith Co. has tried to arrive at some ballpark numbers, really they are more than ballpark they are very good numbers and if you have any questions both D.J. and Stewart are here to discuss these and answer any questions you have.

First is the jogging path. That jogging path is around the existing retention pond. That number includes a mulched 5 or 6 foot wide 3” deep jogging path around the entire top of the

retention pond. We were going to put some lights about every 120 feet and it basically breaks it up into about 5 zones and at every other zone we will provide a place to sit, a bench and waste receptacle. Also we decided to include the number to up light the fountain.

Ms. Minnis asked what is the distance around this pond for this path?

Mr. Maxwell responded around the top of the berm is 860 feet, that is not including the length of the bulkhead. The dotted line is approximately 860 lineal feet.

Ms. Minnis stated thank you.

Mr. Lucas stated the first number on there is basically for the jogging path and waste receptacles and clearing the way for the path and that number is \$32,254. To put the five fixtures on and these five fixtures basically match what we have on our pool deck is \$24,139. We can easily come back and VE these numbers, we were just trying to get at a place to start and give you an idea of what this whole number would be. The total cost for the jogging path would be \$56,393. We can VE the fixtures if you decided you didn't want to put three benches around there we could easily do that. It is a place to start for discussion.

Ms. Minnis stated as we go through this if we have questions about it, how many people have expressed an interest for a jogging path here?

Ms. Hernandez stated I would have to go back to my old notes. It has been a while and I can't remember the number.

Ms. Beaugrand stated when we were originally talking design, we designed the top of that berm for the purpose of being able to do this in the future if we chose to do so, making sure it had kind of a flat top and wide enough to be able to do that. It kind of went into the preplanning process as a possibility.

Mr. Lucas stated one of our earlier change orders was to light the fountain and that is one of the change orders you decided not to take at the time. If we are going to make a jogging path out of it we thought we would light up the fountain too.

Mr. Pincket asked does that price include the fountain as well?

Ms. Beaugrand stated it is in 1A, that \$32,000.

Mr. Maxwell stated also some modifications to the playground basically like a guardrail type fence along the bulkhead because the path does get close to the water.

Mr. Lucas stated right now the playground extends out to the bulkhead so we would have to move that existing fence back 6 feet and put a fence on the bulkhead like Stewart was saying and further extend it both ways a little bit to make sure that we have a guardrail.

Item no. 2 is the airnasium. The airnasium is basically a huge shade structure that we are proposing to put over the new basketball court. In one of our earlier budgets we had budgeted about \$450,000 for this and you decided not to take it at the time. This is one of the items that we have been asked to include back in. In addition now we are having to go back in and do some demolition, redo some site work and move around some things. The total number for the airnasium is \$521,739. We have an allowance of \$31,000 for the lights since it really hasn't been engineered yet, we tried to best estimate what the lights would cost and what lights we would use. There is some flexibility in the lighting package.

Ms. Minnis asked could you describe what demolition would be needed to build this?

Mr. Maxwell stated first of all you have to have access for a structure that large, it is about an 85 X 100 foot structure, foundations are approximately 10 X 10 foot square there will be 18 of those foundations around the perimeter of the court where there is currently existing landscape and asphalt for the basketball courts. To get those foundations below grade there is going to be some saw cutting of the existing sidewalk for construction access that removal, definitely lots of landscape removal and some saw cutting of the asphalt for foundations. We have to haul the fill out from excavating the foundations where the concrete is going to displace it and put it all back together.

Ms. Beaugrand stated it doesn't impact the little building we have there.

Mr. Maxwell responded no.

Ms. Beaugrand stated it is just the landscape and current ground work.

Mr. Lucas stated they would remove a section of the fence over to the right side of the skate park building and block that off which was the best way to secure the skate park. Did you say you would take down the existing basketball goals to protect them or is this keeping them in place?

Mr. Maxwell stated we would take those down and store them so they don't get damaged during construction.

Mr. Lucas stated the next one Stacie asked us to take a look at reconfiguring the front desk of your existing building. She would like to make it more accessible and just larger for

more uses so basically this number of \$5,614 is to demo the existing desk and rebuild a larger desk.

Ms. Beaugrand asked Stacie what are you thinking here?

Ms. Hernandez responded right now we are only able to check one person in at a time if the other computer is being used for purchases, for registration for any of the programs that we have.

Ms. Beaugrand stated so that would give you room to add another computer.

Ms. Hernandez responded another so people can go through and out to the pool as well as upstairs to fitness.

Ms. Minnis stated in this cost it doesn't have the additional computers or any furniture to go with it, it is just the desk.

Ms. Hernandez responded correct.

Mr. Pincket asked is that all you need, the desk, do you need anything else?

Ms. Hernandez responded we have everything else taken care of.

Ms. Beaugrand asked computers we already have?

Ms. Hernandez responded it would be another one, I will take care of that in this year's budget.

Mr. Lucas stated the next one there is no drawing for, it is basically out on the pool deck of the competition pool Stacie has asked us to come up with enclosures on three sides of those shade structures. I guess you could put a heater under there or try to protect people and keep them a little bit warmer.

Ms. Beaugrand asked what kind of enclosures?

Mr. Smith stated it is basically like you would see on a boat, called isinglass, that clear plastic you can see through. Sometimes you see them on tents that you rent when they try to enclose a tent for a party or function, basically that type of material.

Ms. Beaugrand stated so it is removable.

Mr. Smith responded yes.

Mr. Lucas asked do they snap on?

Mr. Smith responded we have it with the butterfly clips but it is removable.

Mr. Lucas stated this would be through the colder seasons when they are out there swimming and trying to keep them out of the wind or just to protect them, give them an area to retreat to. It would only be on three sides.

Mr. Dosch is it two enclosures?

Mr. Lucas responded two enclosures, the two longer enclosures out there.

Ms. Beaugrand stated so it would be on the three sides with the front facing the pool would be the open side.

Mr. Lucas responded correct.

Mr. Maxwell stated that was for the 17 foot shade structure was it supposed to be considered for the 30 foot long one, if so that number would be 50% more.

Mr. Lucas stated this would be for two of the 17 foot structures.

Mr. Maxwell stated there are two different size canvass shade structures in the project. I may have been confused about which ones we were talking about.

Mr. Lucas stated you just want two.

Ms. Beaugrand stated two of the 17 footers.

Mr. Lucas stated the next one is one we talked about before but we didn't have the numbers for this and was to add lights to the existing playground. It would be three lights, these lights match the lights on the pool deck. Here again, we could come back with a less expensive item but we felt since it was closest to the pool deck that we would want to match this one whereas if you decide to go with the ones around the jogging trail since that is a little more removed it wouldn't be as important to keep those same light fixtures.

Ms. Minnis stated there is no picture for this, just a description.

Mr. Lucas responded just a description.

Ms. Beaugrand stated if you go out there at night it is really dark out there.

Mr. Lucas stated I think that concludes the improvements on your new facility here. The rest of them are all on your exiting aquatics building and the parks by Davis Pond.

The first item would be the aquatics building improvement itself. What we have been asked to do is look at replacing all the doors, a lot of them are rusting out. We thought about two different scenarios. Originally we thought that we might see what it would cost to put aluminum storefront doors in there to match this or to take these doors out and do fiberglass doors with wood frames but after talking to Dicky and everybody over there they felt that cost would be so

exorbitant because it is a concrete block building, those frames are grouted solid and for the most part the frames are in good condition, we would make sure the frames were scraped down and painted but we would just replace all the doors and hardware.

Ms. Beaugrand stated so those are doors to the mechanical room, all the exterior doors.

Mr. Lucas responded all exterior doors.

Ms. Minnis asked what does HM stand for?

Mr. Lucas responded hollow metal.

Ms. Minnis stated so it would be to replace with hollow metal with the same.

Mr. Lucas responded that is correct.

Ms. Minnis stated thank you.

Mr. Lucas stated 5B is right now we understand the floor was just painted over there so we are looking at putting slip resistant tile throughout the locker rooms. 5B is to add slip resistant tile throughout all the locker rooms and the restrooms. In doing that we would be removing all the toilet partitions and instead of replacing the toilet partitions with what was there we would match the toilet partitions we have over here which is solid plastic with a more definite door to bring that building up to the same quality and same standard as this building. That would be 5C, 5D would be adding tile in the showers.

Ms. Minnis asked 5C is a necessity if you do 5B but 5D is a stand alone.

Mr. Lucas responded yes you could just do the tile in the showers. 5E if you wanted to take a step further instead of just leaving the exposed painted block walls, we could go ahead and do the same detail we did over here which would at least put tile up to a certain height and cap it off with wood. It would match what we have in the bathrooms over here, except over here above the tile you have wallpaper. We would just leave that painted block over there.

5F is replace the weathervane I think it has been taken down so we would put a new weathervane back up there for you.

Ms. Minnis asked was it taken down or stolen?

Ms. Hernandez stated actually it fell down.

Ms. Beaugrand stated it says replace the weathervane and the cupola so is the cupola damaged or not?

Mr. Smith stated that is at the cupola.

Mr. Lucas stated replace weathervane at cupola. We don't have the number yet but we are going to provide a number to do lightning protection over there.

5H would be the general conditions for all three buildings, the aquatics building, the bathhouse and the storage room.

6 would be similar improvements to the bathhouse where we would replace all the exterior hollow metal doors and associated hardware. We would provide the slip resistant tile and replace the existing toilet partitions with ones that match over here.

7 would be to replace the one exterior hollow metal door and I believe but we haven't been in there but there is a door inside there is a closet that is rusted or rotted out so we would replace that

The total for the aquatics building improvements alone would be \$89,916 if you took them all. The bathhouse improvements would be \$11,266, the storage room would be \$4,403 and then you would have the general conditions, supervision, cleanup and all associated with that would be \$16,000.

Mr. Maxwell stated that is in the \$89,916.

Ms. Beaugrand stated those general conditions in 5A does that only apply to the work? It applies to the whole thing not just the aquatics building.

Mr. Lucas responded yes. If you look under it says general conditions, supervision, cleanup, aquatics building, bathhouse, and storage room.

Ms. Beaugrand stated so that is 5, 6, and 7.

Mr. Dosch stated you don't have a general conditions line item for the sportsplex.

Mr. Maxwell stated for the most part the general conditions are included in the major item of work that we have done on those items like the jogging path the general conditions are included in the total 1A, the airnasium the general conditions were included in the total in 2C which is all the ancillary work around the structure and the other items were self contained, the bold line items.

Mr. Lucas stated the next item is the existing pool and pool deck. 8A would be the demolition of the existing pool deck, stairs, drainage and all that. That includes the demolition and being hauled off \$69,890. A new pool deck and pavers and stair treads that basically will match your pool deck over here that number would be \$121,591. 8C pool deck.

Everything else is in site work, salvage, reconditioning of existing handrails, trim, clean all the wood trellis columns, paint pavilion columns, landscape, irrigation restoration, repair concrete, sidewalks, cleanup supervision, general conditions is \$102,931.

One of the things we had thought about earlier was it was thrown out that we could just put a thin set paver on top of the existing deck and I will let Stewart discuss why we decided that probably wasn't a good option to go with.

Mr. Maxwell stated there is another option to put a thin set paver on the whole entire deck, the problem being when we bring the deck up to the building there is going to be some demolition of the slab around the building just to make the slopes work. With the added thickness of the paver and when you look at the other things they were proposing to do on that deck there is going to be significant demolition needed at the deck just for lighting modifications for the slide and everything else so it didn't seem like a very viable option compared with taking the deck out if you are going to do the other improvements. It can be revisited but a number that is not in here that is not required is replacing the pool coping around all the pools because if you use that additional paver you are adding an inch in height so when the pool steps are up an inch you have to replace the coping with the retrofit coping in all your pools so that causes a void as well.

Ms. Minnis stated if you replace the coping that is the part that goes like this on the pool. Will it make it more difficult for a person to get out?

Mr. Maxwell responded that was one issue with going with the overlay that is why we did not price the overlay pavers in here. If you do the overlay you are raising that coping one inch. There is a tolerance in pools that is greater than standard stairs, you can have a higher step height. It may not exceed it over that but I did not look at that.

Mr. Pincket asked can you put together just a quick pricing if we did put the thin pavers on top of the current deck and all the issues you are telling us about right now that you need to do this and it would cost approximately that so we have something to compare it to?

Mr. Maxwell responded yes, we can take a look at that.

Mr. Pincket stated I understand what you are saying it makes sense but I would like to see the numbers.

Ms. Beaugrand stated it kind of depends whether we would do that or this depends on some other things that we may or may not do out there as well.

Mr. Lucas stated 8B would be we were going to add two shade structures at the competition pool \$17,595.

Mr. Pincket asked 8B the \$17,595 is for both of the structures?

Mr. Lucas responded yes.

Ms. Minnis asked are these in the pictures?

Mr. Lucas responded no. Just showing you the layout of the pool.

Ms. Beaugrand stated there is a layout of the pool in there.

Mr. Lucas stated but we didn't locate where the shade structures would be, I was just trying to show you where everything is.

Ms. Beaugrand stated except where the existing shade structures are.

Mr. Maxwell stated that is considering the deck has been demolished because to put these in you have foundations to cut in a patched slab out there in that case.

Ms. Minnis asked these are additional structures?

Mr. Lucas responded these are brand new shade structures that will match the type of shade structures you have on your new pool deck over here.

Ms. Minnis asked where would they be?

Mr. Lucas responded they would be on either side of the competition pool.

Ms. Beaugrand stated the only shade structure we have around the competition pool now is up on that elevated area that goes between the two pools, where you see there is some lattice work and one shade structure. That is the only shade structure at all around the competition pool now.

Mr. Lucas stated 8E is an allowance to replace the existing pool deck lights and to provide lighting for night swim. I would have to have that engineered before I could give you a hard number. That is why they throw in an allowance out of \$78,000.

Ms. Minnis asked when you have this pricing allowance for those of us who are not in building, does the \$78,000 include any engineering, electrical?

Mr. Lucas responded this is just for construction cost.

Mr. Smith stated that \$78,000 can be less than that, that is just what we are estimating it to be right now without a specification.

Mr. Lucas stated we have a whole other contract as far as me that we haven't initiated yet because if any of these you want to go through, there is a certain amount of these I might have to

produce construction drawings that will be permitted and it will have to go to HRS and there is already a number in there that you have agreed on.

Ms. Beaugrand stated we don't need to spend the money unless we are going to decide to do them.

Mr. Lucas stated all we have tried to do is enough minimal drawings just so Dicky can give you some prices. It is a pretty good idea of where these items are going to cost.

The last item 8F is along the rear of the property from the bathhouse back to your storage room you have a 4 foot high chain link fence and understanding that you have had animals and other things jumping over it so we were going to change that from a 4 foot high to an 8 foot high chain link fence.

Item 9 remarcite all pools including chipping at tiles and accessories, bond coat, finish, new lane tile in competition pool, \$87,602. There is an allowance since we really don't know how many tiles are damaged, just a pool tile allowance of \$2,500 and pool coping repair allowance of \$2,500. We priced a water slide \$153,216 we are sort of estimating right now but sort of go over where the water feature is. Dicky did a retrofit at Aberdeen.

Ms. Beaugrand asked does this include demolition of the feature as well?

Mr. Lucas stated we weren't going to demolition that.

Ms. Beaugrand stated it would be next to it and kind of go around it.

Mr. Lucas responded we would try to incorporate because we received a lot of comments that you wanted to keep that feature. Unless you tell me otherwise that you want us to demo that.

Mr. Smith stated it does include cutting into the pool.

Ms. Beaugrand stated where the slide would go through.

Mr. Smith responded yes.

Ms. Minnis asked based on what Brian was saying would there be any issue with pavers, etc. that would come into this cost as well? Where he said break it out with the pavers on the top or redoing it, would it impact these as well?

Mr. Lucas responded all these things, if you do things like the lights, if you do things like this, we are going to be cutting huge holes in your existing pool deck now that you would have to go back and patch. By the time we do all these, we are going to demolition quite a bit of that pool deck. It only makes sense to go back since so much of that pool deck has been removed to

begin with is go back with the pavers to match this instead of putting pavers on top of a pool deck over here.

Mr. Maxwell stated just to understand the pricing a little bit, everything that is not included in the pool deck, any modification like lighting, the slide or anything does not include any replacement or patching of the deck because that was considered in the new structure of the deck in this pricing.

Ms. Beaugrand stated so you are assuming that the deck is going to be replaced as part of that.

Mr. Maxwell responded yes, so there is no cutting and patching of the existing deck in those numbers.

Ms. Spears joined the meeting at this time.

Ms. Beaugrand stated we are going through the list of items that are being considered to renovate whatever either here or at the existing facilities and these are estimations of costs. We got through 9.

Mr. Lucas stated the next item is the existing basketball and volleyball court by the aquatics complex. The price to put a new surface down, new equipment, demolition and removal of old equipment and patching the existing slab \$37,494. We were going to remove the existing trellis work and provide a new canvass shade structure to match what we have here on the pool deck. That is \$17,173.

Mr. Maxwell stated that is not listed but it also included the benches you had planned.

Mr. Lucas stated there would be a bench and trash receptacle under this new shade structure.

10C we will put in the new vandal resistant concrete brick drinking fountain \$2,166.

10B is we will provide a rubber border around the existing volleyball court, provide a hedge to prevent the balls from going into the pond. There may be necessary excavation, additional sand, grading whatever for another \$8,189.

The final number is lighting at the basketball court and volleyball court. Presently you have four lights probably 12-15 feet high over there and what we are proposing is to provide six lights that will be similar to the lights you have down at the new facility here and we will provide a light over there for the volleyball court and a new light out in the parking lot for a grand total of \$93,090.

Mr. Pincket asked you would remove the existing four lights and put in six?

Mr. Lucas responded correct. The four over there are about 15 feet high so we are going to put them like we have down at the basketball facility that are 25 or 30 feet.

The last element on this list is over at the Davis Pond pavilion. We were going to provide additional lights. There are four existing lights in that pavilion and what we were proposing to add additional lights on there, some ceiling fans to make it a nicer facility so it can be rented out.

Mr. Maxwell asked wasn't there three benches also?

Mr. Lucas responded various benches.

Ms. Beaugrand asked are you talking about the benches that are scattered around the grassy area?

Mr. Maxwell responded we were asked to replace I believe it was three park benches.

Mr. Lucas asked did this number include any repair of stucco and soffit?

Mr. Maxwell responded that did not.

Ms. Beaugrand stated and this doesn't include anything on the pier either.

Mr. Lucas responded no, this is simply the pavilion to provide additional lighting under the pavilion.

Mr. Pincket asked we would leave the existing lighting but add additional?

Mr. Lucas responded correct. Add additional lights and ceiling fans. The last item the board members have the larger sheet. In working with Stacie and Shelly this is the new proposed layout of the Davis Pond building, approximately 3,800 square feet. Dicky has ballparked about \$80 a square foot for construction cost of about \$311,000 to prepare this. This accommodates administrative area, areas for day camp, and multi-use area sort of in the center.

Mr. Dosch asked did you say a total of \$311,000?

Mr. Lucas responded it is 3,800 square feet, that is the existing building.

Ms. Beaugrand asked and that was at \$80 a square foot?

Mr. Lucas responded \$80 a square foot and that includes demolition of existing and new construction.

Mr. Pincket asked is the 3,800 under air?

Ms. Beaugrand responded yes. It includes demo.

Mr. Lucas stated we did carry the sidewalk around on the left side of the building and hooked it up to the deck and provided an access off the deck.

Ms. Beaugrand stated a separate entry so you could have someone in that multi-purpose room and still get to both sides.

Mr. Lucas stated you would have an entrance into the administrative area. Right now that is an existing window so we just cut a door in there. On the left side you have entrance into the day camp and then you leave the doors in the center, we thought we would have to reverse the swings but that can be an area when it is just multi-use or somebody wants to rent it out they wouldn't have to go through either one of the other doors. We provided a kitchen for a catering kitchen and we are going to cut a window in off the catering kitchen onto the deck too so whether you are serving a function or have the kids out there, it would be easy to cater to them.

Ms. Minnis asked do any of these changes like that window, I just remember when we built our house a corner window but it was on an exterior wall for hurricane, there is no code issues with any of these changes? This building is old and code is different.

Mr. Lucas stated I need to talk to the code officials. I haven't done that I wanted to get a plan. Right now it is set up as a business occupancy and I'm taking it to a business assembly so they won't have any issues with that. The only thing exterior we are doing is cutting a window in there and that shouldn't be an issue.

Ms. Minnis stated our favorite county official has always been the fire marshal, does this meet fire codes for exits that you are aware of?

Ms. Beaugrand responded we haven't looked at any code stuff yet.

Mr. Lucas stated I have provided more than enough exits now.

Ms. Minnis stated I'm just saying not based on anything they have said I'm saying in general by your knowledge of what you are doing. That is all I'm asking.

Mr. Lucas responded that is why I added the access off the back. Before you didn't have an access off the back. All the doors swing out now instead of swing in. Once you get over 50 people you have to swing out the way it needs the egress. If it was just a business occupancy it wouldn't have a problem I have 38 people but now I'm going business assembly and bumping the assembly up and I don't know how the building officials are going to deal with.

Ms. Minnis stated that is where the change orders came in on this building and that is why I'm just trying to be proactive if we were to go forward with this.

Mr. Lucas stated I need to sit down with the building officials and talk to them about this. I don't anticipate any problem, there should be more than enough exits out of there.

Ms. Beaugrand stated it is great, you all did a great job. This is definitely more than I expected.

Ms. Minnis asked do you know what the occupancy would be in this building based on what you have done here?

Mr. Lucas responded it depends on how it is classified. If they make me do it all business it will only be 38 but I have a huge multi-purpose area in the center and that is a different load calculation.

Ms. Minnis stated thank you, that answer is what I'm looking for.

Mr. Lucas stated we were trying to divide the areas, the administrative will have their own restroom, and we have restrooms over by the daycare so that we won't have the cross mingling with adults.

Ms. Minnis stated that is my concern, the number of restrooms to the occupancy, whether it is assembly.

Mr. Lucas stated we are way over. In the large one we only needed to have one fixture each and I provided two so I am way over even if they go assembly.

Mr. Pincket asked is it true that to access the men's restroom here from this area I have to walk out in the multi-purpose area?

Mr. Lucas responded yes.

Mr. Pincket stated so we can't have someone in the multi-purpose area then have somebody unless they are interrupting or walking through that room.

Mr. Lucas responded correct.

Mr. Dosch asked does the total of \$1.5 million include the building?

Ms. Beaugrand stated no, look at the bottom it is in addition to. So this is kind of a menu, choices, column A column B? I don't know if staff has had a chance to look at this and if you have recommendations at this point or if you prefer to do recommendations at our next meeting on this.

Ms. Hernandez stated this is the first time I've had an opportunity to look at this.

Ms. Beaugrand stated we have a lot of stuff on the agenda tonight. I recommend that the supervisors really take a look at this and kind of prioritize in our heads what you think is

appropriate and not from a monetary standpoint. We have the money pretty much to do this. We are estimating we have \$1.7 million out of the unrestricted funds and then we have over \$3 million in bond funds but we can only use the bond funds for things on this building, this facility here. Everything else has to be taken from our unrestricted funds. Keep that in mind as you prioritize these improvements.

Mr. Pincket stated that shouldn't be a problem.

Ms. Beaugrand stated I don't think so either.

Ms. Minnis asked Stacie, if we want to go see the inside of what does the pool look like today, do we just call Shelly to make an appointment?

Ms. Hernandez responded call Jerry. The only thing missing from this right now is the playground. We are going to improve the playground. We can add that to the discussion.

Ms. Beaugrand stated we never got those numbers.

Ms. Hernandez stated we can send that to the board via email so you can review it.

Ms. Beaugrand stated that would be a good idea.

Mr. Lucas stated the only thing this didn't include on the wish list was doing something with the fountain up front and doing something with that planter. One thing we have to remember is the eagle zone. The eagle zone radius comes right through the center of the competition pool.

Ms. Beaugrand asked so the front where the fountain is, is not in the eagle zone?

Mr. Lucas responded no. It comes right around the center of the competition pool.

Mr. Smith stated we could get in the eagle zone with hand work.

Ms. Beaugrand stated as long as you have the demolition done within the right timeframe. Put this on the agenda for next month.

Mr. Lucas asked what about the existing building over there, do you want me to hold off on construction drawings on that?

Ms. Beaugrand responded yes.

Ms. Hernandez asked is there any thought about at least starting the clubhouse front desk before the pool opens April 3<sup>rd</sup>?

Ms. Beaugrand stated that is out of the existing bond funds. If the board doesn't have an issue with that we can go ahead and discuss that and approve it.

Ms. Minnis stated I personally would like to see the justification before voting on it. I haven't seen the need. I would prefer not to vote on something I haven't seen.

Ms. Hernandez stated it is my recommendation that you come up on Saturday morning or Saturday afternoon, any day after 3:30 p.m. and you will see that starting about 10:00 a.m. We are going to do anywhere from 300 to 500 swim lessons between the timeframe of when the kids get out in June until August. We are doing swim lessons now a few but Susan, you come often, you go to class so you are probably better than any of the board members in terms of seeing what happens.

Ms. Beaugrand stated I see a need for it. There are times when there are not that many people there and I wait because someone is doing something with one of the computers and you have to have the free scanner to be able to check in.

Mr. Pincket stated right now you have two people sitting at this desk and this will allow you to get three people at the desk.

Ms. Hernandez stated not necessarily three people at the desk as we will have two computers just for check-in so people can come in, scan their card and get to where they need to go and one computer dedicated for sales.

Ms. Beaugrand stated you cannot scan your card to get entry if someone is on the computer doing anything else. You are locked out. If someone is doing anything, registering, making a sale, whatever the case might be you only have one scanner available for members to check in. What this does is increases the desk size to provide a third computer so that you always have your two scanners available probably on either end still even though they can still conduct business doing other things on the third computer and it will speed up the check-in and registration process.

Ms. Minnis stated when you are registering a swim team and someone is buying something you are backed down to one person being able to get through at a time.

Ms. Hernandez stated take this opportunity to go and sit back and watch and see what happens, by all means. I am not trying to rush this through but the season is coming and I have no doubt we will be extremely busy even in April. When the weather changes people want to see that pool and it will be open. We are going to try to take advantage of as many swim lessons starting early rather than waiting until school is out. Again, we are doing swim lessons now.

Ms. Minnis stated that is why I would like to see it because maybe three is not enough because when there was two and people were getting pictures taken and one was being used people couldn't even get checked in.

Ms. Hernandez stated that rush is gone. That is over. I think Mike and I had an opportunity to mark it out and that is as big as we can possibly make it without interfering with walkway areas going forward as well as to the left when you come in.

Mr. Lucas stated my main concern was blocking off that corridor going to the left. I don't want to throat that down too much.

Ms. Beaugrand stated I agree with that.

Mr. Pincket asked you don't need a person up there to check somebody in if they are just going to swipe their card.

Ms. Hernandez responded correct, we can have people watching that desk. When there is a big rush at 3:00 p.m. or 5:00 p.m. right now two seems to handle it quite well.

Mr. Pincket stated I am inclined to go for it at this time.

Ms. Beaugrand stated I am comfortable having seen how it operates even when it is not very busy. We are talking about \$5,600 on that. Any other thoughts?

Mr. Dosch stated I am inclined to move forward on it now, good customer service to expedite the line and check-in.

Ms. Spears stated I am inclined to move forward too.

Mr. Pincket moved to approve the expenditure of funds to expand the clubhouse front desk per the drawing presented at the meeting in the estimated amount of \$5,600.
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Ms. Beaugrand asked would that be plus general conditions?

Mr. Lucas responded that includes everything. If it is okay can I send you a change order to sign off on but the bottom line number will be \$5,614.

Ms. Beaugrand stated right just do it as a PCO.

Mr. Lucas stated because it is part of this facility anyway and we have not closed this facility out yet. We still have \$50,000 in retainage.

Mr. Dosch seconded the motion and on voice vote with four in favor and Ms. Minnis voting no, the motion passed.

Ms. Beaugrand stated we will discuss this in much greater detail next month. Is there anything else that you have that needs to be brought up before we go the landscape?

Mr. Lucas stated the sidewalk.

Ms. Beaugrand stated if I can indulge the gentleman from Luke Brothers so they can get out of here. If we can jump down to item eleven.

**ELEVENTH ORDER OF BUSINESS                      Discussion of JCP Sportsplex Offsite Sidewalk**

Mr. Lucas stated the drawings have been completed they were submitted to the county and they have been approved. These are the sidewalk extensions from the entrance to this complex down to Race Track Road and there was a sidewalk extension down to Flora Branch. Two different sidewalks and both sets of drawings have been submitted to the county and both have been approved by the county. After they were approved the county engineer called me to let me know that they had been approved and asked me what my intentions were and I told him that Susan and I had gone down almost a year ago and met with Joe Stevenson and we were hoping that the county could either chip in or pay for the whole thing and what Joe had recommended at the time in order to show good faith on the CDD's part is to go ahead and prepare the drawings and do the engineering which is what we have done. I got in touch with Joe today and right now the county has no money to do anything but he said there were basically three options. One option is you can pay for it yourself. The other option and he said it was probably the best option is the stimulus package that's coming out. He said there is going to be a stimulus package that is going to be sent to the state that will be divided in two parts where the State of Florida DOT will get part of it and the counties will get a certain part of it. He said there is a good possibility that these projects, either one or both of them, will qualify for it and we have already done all the paperwork to make sure that they qualify but there is a chance that either one or both of the projects could be funded by the stimulus package. We don't know anything as far as the timeframe he said it could be two weeks it could be two months it could be six months so they cannot give me a definite timeframe on when we would know anything if it was going to be funded by the stimulus package. The other one is during the pre 2010 budget

these projects have been submitted to be part of the 2010 budget for the county. There is a certain amount of money that has been set aside for these projects, anywhere from roads to sidewalks, to fire engines and all of that but he said there is a chance that one or both of these could be funded by the 2010 budget. The primary one of the two projects was the sidewalk extension to Flora Branch. There is a good possibility that could be done but we won't know anything about that until probably October 1<sup>st</sup> if they will be funded by the county. I need to write a letter to Joe and copy Cyndi and let her know we are requesting funding or anything the county can do to help us out with this because we have acted under good faith by preparing the drawings and submitting the drawings and they have been approved.

Ms. Minnis stated based on those drawings, do they have an expiration? If this was 2010 and I think you started in 2008.

Mr. Lucas responded they were just approved. Do you have any idea how long?

Mr. Maxwell responded the Davis Pond park facility was designed in 2004 and we just completed construction last year. The permit had actually had lapsed and they allowed us to renew it without any affect to you guys, they just basically had to resubmit some information on the permit.

Mr. Lucas stated we don't have a permit yet, we just have approved drawings.

Ms. Minnis stated so the drawings don't have an expiration then, it is permits.

Mr. Lucas stated yes and I can call and talk to Joe to find out as far as if this thing happened two years down the road what would that mean as far as the drawings. I can't imagine with drawings like this, sidewalk drawings, that anything would change.

Ms. Minnis stated as long as there is no major flooding, any major movement of dirt and things were basically the same, okay.

Ms. Beaugrand asked do you remember what the cost of the sidewalks were? Because that is one we need to add to this list of stuff on here as well.

Mr. Maxwell stated we had prepared some initial estimates several months ago and I can be very wrong but I thought it was somewhere in the vicinity of \$140,000 to \$150,000 for all of the sidewalks.

Mr. Smith stated it was more.

Ms. Beaugrand stated it was double that. If someone can provide that information to Jim and then Jim can email it to the supervisors so we will know what that number is so that we can

take that into consideration with this. Add that to your notes on the improvements to take that under consideration based on what Mike just told us.

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

#### **Report of Landscape Maintenance RFP Review Committee**

Ms. Beaugrand stated item four is the report of the landscape maintenance RFP review committee.

Mr. Oliver stated on February 4<sup>th</sup> the landscape committee previously appointed by the board met to review the eight proposals that were received in response to the RFP that was published. The rankings came about from each of the three committee members bringing their scores to the table and then discussing those scores until they reached some type of consensus either by agreeing on a particular score or averaging the scores that they brought to the table. The only score that was objective in this process was the total price score and that score was based on the lowest price got 15 points. Each of the other scores for total price were based on a ratio of their price to the lowest priced bidder and they got a proration of 15 points. Everything else was subjective and relied upon each of the member's experience in reviewing the proposals as well as some of the past history they have had with some of the vendors that were involved in the process.

I sent to you draft minutes of the RFP meeting that we had. Those indicate much of the discussion that was had as well as the final recommendation of the committee to bring to the board tonight. It would be the board's opportunity to discuss the conclusions reached by the committee to either accept the recommendation or to reject the recommendation and come up with their own.

Mr. Pincket stated or to do neither and independently review the proposals ourselves.

Mr. Oliver stated absolutely. It is just a recommendation from the committee.

Ms. Beaugrand asked do you have the summary sheets with the rankings to pass out?

Mr. Haber responded I do not. I have my notes I was at the RFP committee meeting so I have my notes and actual rankings themselves which I can go over.

Mr. Oliver stated I can give the rankings.

Mr. Pincket stated before we do that regardless of what the recommendation is from the committee, I wanted to attend the meeting, I think I voiced that and I apologize I was not able to for business reasons. I am going to in light of what the history that we have on this issue want to

independently review the proposals myself and that being said, regardless of what the recommendation is, I am going to ask that we wait until next meeting to vote on it. That is just my opinion. If the other supervisors want to move forward and vote that is fine, but I will be abstaining from any vote if they did. I say that because I don't know if you wanted to go through the exercise now and hear the recommendation and go through the explanation of how they arrived at it with the understanding that my preference is to not accept/reject at this point in time, but to wait until the next meeting. If you want to go through that now so people can hear it and listen to it, think about it, discuss it now preliminarily and if it is the will of the board to wait until the next meeting to vote on it then that is my preference.

Ms. Minnis stated my objection to that is that this was opened on January 31<sup>st</sup> and I was given until Wednesday to go through all of this and you get a month. That is my objection to that.

Mr. Pincket stated you will get another month.

Ms. Minnis stated I don't get to revote. I was on the committee.

Ms. Beaugrand stated you do get to revote.

Ms. Minnis asked do we get to reevaluate?

Mr. Haber stated I think you could change. Your vote, your scoring was based on your discussion and the consensus that the RFP committee came to. In large part we set up the committee to save the board a lot of the legwork and the time but the ultimate decision is the board's and it sounds like we got it January 30<sup>th</sup> it is now the 10<sup>th</sup> and it sounds like some at least Brian and I don't know the extent to which the rest of the board members had the opportunity if at all to review the proposals but if you were so inclined to take Brian's recommendation I can tell you that the RFP package required the prices stay open for 60 days so you would have the time if you wanted to take the opportunity to have 30 days review and then for the board to discuss that if Del, Brian, Susan, or April bring up points or issues that would change your mind with respect to the way you evaluated the proposals at the time you reviewed them at the committee meeting then as a board member and reviewing them in your capacity as a board member in light of that discussion as opposed to your committee meeting discussion you certainly can change your mind and score them how you deem appropriate at that time in light of that discussion. What you have before you today is merely a recommendation and it is for the board to hear and do what you please but those are essentially your options.

Mr. Pincket stated I want to be clear I am not taking away in any way or questioning any recommendation because I don't know what the recommendations are. I haven't read the minutes, I got them yesterday and haven't read them so the work the committee has done is not in vane and it is appreciated. I simply want in light of what has happened, the opportunity myself to independently review the proposals.

Ms. Beaugrand stated I have read the minutes and I have gone through some of the proposals, not all of them, and I do have questions as to some of the conclusions that were made where I saw stuff in some of those proposals. I have not read them from front cover to back cover. I was doing it online, but there were some discrepancies in my thought process versus what I was hearing in some of the discussion. I tend to agree with Brian on this and I don't want anyone to be insulted because it is a pain in the butt to be on one of these RFP committees. I didn't volunteer, I have done it before it is no fun, the work is appreciated but we have to be careful on this one and really, really make sure that we are making the appropriate decisions. We have the conclusions and the calculations are very close and the calculations versus the pricing are inverse in some respects and that gets us right back to where we were the last time so we do need to be very careful in light of that. I did some quick stuff today but not enough to really be able to make sure that I'm looking at it appropriately and maybe the extra time would help. I think it is something whether we continue this meeting and do it in two weeks or go ahead and table this discussion today and put it on the agenda next month we have that option to do so. This is a lot of money, we have a lot of fiduciary responsibility here and I think we have more than a few companies who are capable of doing this work and we have to make the right decision. I agree with Brian on this and I don't want anyone to be offended. The more eyes we put on this the better. In hindsight maybe this is how we should have planned it to begin with. But, with that being said I still want to hear feedback from the RFP committee versus just having the minutes because sometimes it is difficult to glean everything from the minutes themselves.

Mr. Haber stated I think that makes sense. I think it probably makes sense for you to review the minutes, review the proposals to the extent that it is a motion the board approves then you want to take that time, review the proposals and I think then you will be in a better position to question the committee about some of their judgments as opposed to doing that today.

Ms. Beaugrand stated absolutely because there were some things that I picked up in my quick read today and yesterday but not enough to do the right kind of job on it.

Mr. Dosch stated also given the squeezed timeframe that we had and I looked at two or three but I looked at them not in-depth that I would satisfy myself but given the competence of the committee they have gone through that. I agree that more time would be a value before making a decision on this contract.

Ms. Beaugrand stated one thing is also important in that we still do have our current landscape contractor on a month to month so that is not an issue as far as continuing current maintenance that we have on the property. I guess the question is whether the board, I still want to discuss the comments from the RFP committee but whether the board wants to continue this meeting and schedule something in a couple of weeks or do it at the next scheduled board meeting.

Ms. Minnis stated there are two statements in that comment, I want to discuss the RFP committee comments and to review this. Are we saying we are not going to make any comments tonight about that discussion?

Mr. Haber stated you certainly can and the board is free to have that discussion. My only thought was to the extent that other board members haven't had the opportunity to review the packages then a discussion about the RFP committee's comments on the packages may be more meaningful to the board members after they review them.

Ms. Beaugrand stated that is true.

Ms. Minnis stated that is my point. They are going to get this time to review it, I didn't get anyone's comments before I read them, it was based on what I saw. The comments came when we came together. If I make comments now I could put something in their mind negatively or positively. I would say we do not comment on any of this until whoever on the board wants to read it, reads it.

Ms. Beaugrand stated that is fair enough. Do we want to continue tonight for two weeks and try to figure out a date or do we want to do it next month?

Mr. Pincket stated my preference is that we do it next month. We have the contract in place.

Mr. Dosch stated I agree.

Ms. Beaugrand stated we will table it for tonight and put it on the agenda for next month. I apologize to you guys for coming out to no avail. We are trying to do the right thing.

Do we have enough copies to go around or do we need to print off what you sent us?

Mr. Oliver responded we can print more copies. How many sets did you get?

Mr. Hill responded eight.

Mr. Oliver stated Brian has a set and Kathy has a set.

Mr. Pincket stated I don't have a set. If you have them in electronic format that is fine just email them to me.

Ms. Beaugrand stated I am having a print problem.

Mr. Hill stated I think I have four sets left.

Mr. Pincket stated I will take a set if you have them.

Mr. Haber stated in light of the review by the rest of the board and I may have said this before but just so you know, you will be reviewing the packages, if you have any questions about the packages, communications with the proposers is off, I just want to make sure you are all aware of that. You cannot call the proposers and ask them any questions supplementary.

Ms. Minnis stated they also can't contact Jerry or Stacie or Jim.

Mr. Haber stated they can certainly contact us.

Mr. Pincket asked we can't contact them?

Mr. Haber responded I don't know that that is necessarily true. They were the committee the minutes are available. Jerry, Stacie and Kathy as a committee formed by the board couldn't have discussed it outside the sunshine that had to be at a publicly noticed meeting. I have to be perfectly honest with you I don't know whether the board can discuss with a committee that they formed issues that the committee analyzes. I will email you the answer.

Ms. Beaugrand asked will you let us know we won't have those discussions until we hear from you.

Mr. Haber stated I will email an answer tomorrow.

Mr. Pincket stated a non board member of the committee.

Mr. Haber stated you can certainly discuss any issues you have with Jim or myself but I will check on the other committee members.

Mr. Pincket stated the only documents we need are the eight proposals themselves and I would like to see a fresh copy of the bid proposal that we actually put out.

Ms. Beaugrand stated actually I think it is in one of the proposals.

Mr. Pincket stated I would rather have it separate. It may or may not be the actual bid proposal we put out just because they put it in their proposal. I would rather not trust it.

Mr. Hill stated I will have to get more copies of those.

Mr. Pincket stated just email it to me.

Mr. Hill stated some of it is not in electronic.

Ms. Beaugrand stated it is.

Mr. Haber stated I can work with either Jerry or Jim and put together an exact package that went out.

Ms. Minnis stated just for future reference for this conversation anything we submit I believe we should have electronically. We shouldn't not be able to provide someone something and say I don't have that electronically. You provided a typed documentation or provide anything it should be able to be reproduced.

Mr. Oliver stated if that is a requirement of the RFP certainly, it wasn't in this case.

Ms. Beaugrand stated we are talking about the bid proposal document. I would think that has got to be electronically transmittable. If not it can be scanned and transmitted.

Mr. Hill stated but you are still going to have to put together all the packets and it is just as easy to put it all together and just give you complete packets of everything.

Ms. Minnis stated no, what I'm talking about is the RFP itself, that is electronically available.

Ms. Beaugrand stated what you gave to all the contractors.

Ms. Minnis stated that is electronic. I was thinking that was not. That is what he is asking for separately.

Mr. Hill stated I can give you a copy with the package.

Mr. Pincket stated with the RFP that we put out plus the eight responses that should be everything that we need to look at in terms of evaluating this. The sheet that you used to evaluate is in the RFP, correct?

Mr. Haber responded there is criteria.

Mr. Pincket stated it is all in there, okay.

Ms. Minnis stated I object to anybody talking to any committee member. I think it should wait until next month. I think they should do exactly what we did and evaluate what is given to them and they have the minutes.

Mr. Haber stated from my perspective if the law allows them to do it that is what I will advise. It is up to the board to determine whether you want to allow it or not.

Mr. Pincket stated I want to make the best decision I can for the CDD and if that means talking if it is permitted by law to talk to those two then I would like to be able to do that. It is not a quiz or a test or anything like that as I go through it I may have questions for them that they could help me out with and I would like to be able to talk to them.

Ms. Beaugrand stated I agree. But we need to make sure it is legal.

Mr. Haber stated I will email to the board tomorrow about legal versus illegal, permitted versus not permitted.

Mr. Pincket stated if it is a close call and you can't figure it out then I won't talk to them.

Mr. Haber stated generally speaking we give you conservative advice. If it is a close call we will let you know.

Ms. Hernandez stated also keep in mind that we were picked because we have done it before and we recalled the issues that we had in the past and that helped us make decisions why we voted for someone, gave them more points than others. April is probably not aware of a lot of things that go on, on Race Track Road. Susan has been here a long time, Del has, he has seen some issues, Brian I'm not sure so I think it would probably be beneficial. Again we have looked at that criteria and we developed that questionnaire from the criteria and why that was put in there, the key points that we kept going back to with field supervisor, the project manager, all issues that were important. I understand what you are saying and to me I agree with you on the point on the other hand if they don't ask questions then we did what we did almost for nothing. I feel like we are going right back to where we were and they are going to make the decision after we have already made the recommendation. They want to feel good about what we recommended and that is why we are going a step further.

Ms. Beaugrand stated we are not questioning anybody here as far as what has been done. We are just taking an extra step for conservative purposes.

Mr. Pincket stated there really is no right or wrong decision, someone's opinion after they evaluate.

Ms. Beaugrand stated we are really very lucky to have good choices. We have had RFPs in the past where we did not have choices for landscaping. I think you remember that too, Kathy so we are very lucky this time.

Ms. Behrmann stated I just wanted to bring up whether this is helpful or not but way back seven years ago when we had the ad hoc committee which I am assuming like this committee

there was no regulation of the board not being able to talk to the ad hoc committee at that time. I'm assuming that is the same way it is now.

Ms. Minnis stated no, we noticed that meeting.

Ms. Beaugrand stated we noticed the ad hoc committee meetings as well because we had board members on it. Those were noticed meetings as well.

## **FIFTH ORDER OF BUSINESS**

### **Impact Fee Payments – St. Johns County Response to Information Request**

Ms. Beaugrand the next item is the impact fee payment behind tab 5.

Mr. Haber stated this is an issue we have addressed a number of times. We periodically, and it may be quarterly, get a check from the county with respect to the settlement agreement that the district entered into which results in impact fee payments to the district. The question was raised by the board (1) the status of the payments, are we going to continue to receive payments and (2) if so an estimate of what those payments are going to be. This letter seems to answer both of those questions. I bring your attention to the second paragraph of the letter which states that this letter confirms that the district will continue to receive impact fee payments in accordance with the agreement for the remaining properties to be developed within the district. The letter then goes on to try to provide an estimate of what those properties are and it provides the amount of impact fee for each property depending upon the size of the property because in other words if it is greater than 1,800 square feet or less than 1,800 square feet. Because it is unknown as to what particular structure will go on any given property they couldn't give an exact amount but provided a list of the properties and those amounts for our rough approximation. I will also confirm that the agreement did provide for a \$175,000 payment to the district which it did receive already from the county. It made that payment and they will continue to make the payments in accordance with the terms of the agreement.

Ms. Beaugrand stated I was actually surprised by the detail that they provided back to us on this.

Mr. Haber stated so was I.

Ms. Beaugrand stated I will say that the majority of these lots will be improved with homes greater than 1,800 square feet, all these parcel 82s are Plantation estate lots. If you want to on your own kind of estimate ballpark what the impact fees might be the Horton lots are parcel

52 so we know those are going to be greater. Just for information sake if that is something you want to play with.

Ms. Minnis stated this is not what I have asked for. I am going to take it away from this board and will not bring it up in this board meeting again. Under the Freedom of Information Act I am going to submit a letter to the county on behalf of myself to get the information I'm looking for.

Ms. Beaugrand asked what is the information?

Ms. Minnis responded what are the lots that they paid us on. This is what is remaining. I want an accounting of all of the lots that they have collected and have paid towards us including what is remaining, what was paid to make up all those checks they sent.

Mr. Oliver stated I will get that, I misunderstood the request.

Ms. Minnis stated no, it is not what is remaining it is did we get what we were supposed to get from the point it started and what were all the lots within here because you can see they have the lots and that is what I have been asking for. I knew it had been turned over electronically.

Mr. Haber stated it is up to you, you are welcome to do that, I misunderstood the request as well.

Ms. Minnis stated I will go ahead and do it and I can then work with the clerk of the court and I will submit it back to the CDD.

Mr. Haber stated if you want you could follow-up on our previous correspondence with Betty Sue Stepp and say I am a board member I received your previous letter, thank you for that information, we were also hoping to get and I assume they will be cooperative, they were very cooperative in response to our first letter. We didn't ask for that number. I helped Jim draft the letter and I thought we were looking for what we were going to get not the full accounting.

Ms. Beaugrand stated we did discuss that letter last month.

Mr. Haber stated however you want to deal with it Kathy and you can call me later and we are happy to assist or if you want to take it on yourself that is fine too.

Ms. Minnis stated thank you.

**SIXTH ORDER OF BUSINESS**

**Attorney's Opinion on Simultaneous Service on HOA and CDD Boards**

Ms. Beaugrand stated the next item on the agenda is attorney's opinion on simultaneous service on the HOA and CDD boards.

Mr. Haber stated we are comfortable with CDD board members also sitting on an HOA board. I think the issue that you need to look out for and I think we identified this previously is if Kathy and Del sit on the board, then you have to look out for sunshine issues. To address that we really recommended two things. One, is for every meeting the HOA has you specifically note in the notice and you follow the same notice requirements the district follows in other words seven days advance of those meetings that CDD board members will be attending those meetings, two or more, just in case members want to attend in the audience and there is a potential for CDD business to be discussed at those meetings. Alternatively if you don't want to do that then it is going to be up to Del, Kathy and any board member that is there to independently say wait a second, this is a CDD issue, it is not appropriate for both of us to be in this room while this issue is discussed and for one of you to excuse yourself or say let's table this issue until we can get it properly noticed and then discuss. We are comfortable with the dual service, it is the sunshine issue you have to be careful about and that is how you either have to be diligent about making sure you are not talking about CDD issues at the POA meeting, HOA meeting, or notice every meeting then you don't have to be as diligent.

Ms. Minnis asked when you say notice the meeting, are you saying out of your personal cost or the CDD would have to notice it?

Mr. Haber responded I don't think the CDD has to pay for it, I think it would be an HOA cost.

Ms. Minnis stated they don't have to notice their meetings.

Mr. Haber stated they don't have to notice their meetings. I guess it arguably be for the benefit of the board because in your capacity as board members you would be violating the sunshine law and not as your capacity as HOA members so there is an argument that it should be a CDD cost because it is benefiting you in your capacity as CDD board members as opposed to HOA board members. It is certainly an expense that needs to be paid. If the board is not willing to pay that expense then either the HOA pays for it or you take our second recommendation be diligent and do not discuss CDD issues at POA meetings. Maybe on a case by case basis if Del and Kathy have an issue that you think absolutely needs to be discussed at an HOA meeting you

can tell the board and the board can then on a case by case basis say okay we will pay for that notice because we think it is also important enough that that be discussed there.

Mr. Pincket stated there is a sunshine issue now if there is a POA meeting and Del is on the board and one of us show up and we start speaking during our opportunity we start talking about CDD issues, there is a problem right there.

Mr. Haber stated and we have addressed that problem at a previous meeting because I think that is the way this question was first asked, what if I want to attend and Del sits on it. I think we noticed it in those times and frankly, I don't know who paid for that. I don't think there is any rule or law saying who is responsible for that.

Ms. Beaugrand stated I think in that situation the onus is on us, individually. We know what the rules are, we know what the law is, and if I'm at one of those meetings and something happens he is on the board I will walk out the door. That is the bottom line.

Mr. Dosch stated or I walk out if you have an issue to discuss.

**SEVENTH ORDER OF BUSINESS**

**Approval of Pay Requests**

**A. No. 303 Payable to Hopping Green & Sams in the Amount of \$188.52**

Ms. Beaugrand stated the next item on the agenda would be the approval of pay requests. There were two of them that got emailed to us this afternoon from Sharon.

Pay request 303 is to Hopping Green & Sams for various consulting, impact fee, etc. for \$188.52.

**B. No. 304 Payable to England Thims & Miller, Inc. in the Amount of \$4,478.47**

Ms. Beaugrand stated 304 to ETM relates to the permits for the park and construction plans.

**C. No. 305 Payable to Julington Creek Plantation, Inc. in the Amount of \$3,612.07**

Ms. Beaugrand stated 305 is reimbursement back to the district, the lion's share of it is relating to the ADA ramp for \$2,500 that we approved last month and some reimbursements for stuff for this room area.

**D. No. 306 Payable to Julington Creek Plantation in the Amount of \$9,721.63**

Ms. Beaugrand stated 306 is a reimbursement back to the district \$9,721.63 the majority of this is IT work and some office furnishings. I have a question on this one, on the Rolland DelValle, is this additional stuff?

Ms. Hernandez responded the very beginning when we paid a portion of it was a deposit and this is what is remaining. I went back and looked at all my old invoices.

Mr. Pincket stated I have a question on the Todd Addicott invoice for the software customization. Can you explain why this is necessary, what is going on?

Ms. Hernandez stated if you take a look at the description I can't explain it any better than that. Assisting in mass email, processing a partial development, that is something new that we are doing now, add ability to sell the \$5 classes, these are all improvements to our current program.

Mr. Pincket stated so when we use this guy because I have seen him in before we don't have a contract with him, he didn't bid on anything in terms of this project here to do anything, it is just an hourly basis.

Ms. Hernandez responded he developed the program for us.

Mr. Pincket stated and we bought that program from him.

Ms. Hernandez responded yes. As we grow he is coming in and he is helping us tweak and grow with the project.

Mr. Pincket stated obviously the work on the growth wasn't part of the original bid.

Ms. Hernandez responded no because we weren't really sure what our needs were going to be. We wanted to get in and find out a little more about what the needs were going to be.

Mr. Pincket asked what do we pay him per hour? Do we pay him per hour?

Ms. Hernandez responded it is per project.

Mr. Pincket asked so before he did this work he said that is going to cost \$6,350?

Ms. Hernandez responded yes. Our original thought or cost based on other communities that got IT work and program development were anywhere from \$80,000 to \$130,000.

Mr. Pincket asked per year?

Ms. Hernandez responded for the development of the complete package. We had talked about this, it goes way back with Oakleaf and the last time I spoke to Oakleaf they were at about \$110,000 through ADT as their vendor for programming because they had the key to get in and out and they found that was a problem because people were letting other people in the

community in or people who weren't in the community so they went to a monitoring system like we have of programs.

Mr. Pincket asked what did we spend so far?

Ms. Hernandez responded I don't have that exact figure but my guess is we are probably at about \$27,000. I will have that number for you exactly.

Ms. Minnis asked do you know the hourly rate?

Ms. Hernandez responded no, I do not know his hourly rate.

Ms. Minnis stated oh, it is based on the project.

Ms. Hernandez stated yes it is based on the project.

Ms. Timbol stated some of that cost also includes the hardware because he did secure the point of sale machines for us complete the scanner for the credit card right on the screen, the touch screens, all of that came through him.

Mr. Pincket stated so based on what you said I just want to make sure, you said your research indicates that a community this size spends about \$80,000 to \$110,000 buying the software and setting the system up and we spent under \$30,000.

Ms. Hernandez responded correct.

Ms. Beaugrand stated that is not counting hardware, we spent over \$30,000 on hardware.

Ms. Hernandez stated yes.

Mr. Pincket asked did that \$110,000 include hardware as well?

Ms. Hernandez responded no just development of software. When I did this budget two years ago I brought to the table and I had other bids that we talked about this and one was from ADT and another I can't remember the name it has been so long ago.

Ms. Minnis asked and we didn't have to put it out to an individual bid because it was under our threshold and you could go to the individual person based on the needs, if they could meet the needs of what you all agreed on.

Ms. Hernandez stated I went to several of the YMCAs because their membership program is so different from ours, other gyms their membership is different, it is based more on the point of sale, they are trying to get membership, we have our members. We needed a different kind of software system so I really had to have it made just for our community.

Ms. Minnis asked if this is just for our community, is he selling it anywhere else? Is there an agreement that this belongs to us and nobody else?

Ms. Hernandez stated I do not have an agreement with him.

Mr. Pincket stated it is highly unlikely that would be the case. We bought probably a core system with some kind of system he already developed, he wouldn't give us the rights to that.

Ms. Minnis stated there are proprietary software systems and that is why I'm asking. You can ask that it be proprietary and not be sold to anyone if you are contracting that. You can do that. I'm just asking if there was any agreement and I'm not arguing, I guess what Brian wants is a breakdown of their hours and specifically what he is providing in these costs. Is that what you are asking?

Mr. Pincket responded actually I don't. I just wanted to understand. Frankly, my concern was the overall cost and it sounds incredibly great that we spent under \$30,000 on software development when you are telling me it is \$80,000 to \$110,000 for a community this size. I want to ask why is it so cheap but I won't do it now.

Ms. Beaugrand stated I had a similar question and I don't want this to sound negative but we are kind of getting piecemeal with these additional IT costs so you see it every month and you do start to wonder how much and why, did we miss something and I know things are going to come up with the new facility like this that as we experience and go through it we are going to realize we do need this other thing over here. That is all well and good but it is our job to question and ask.

Ms. Hernandez stated when I took a look at the packages that were \$80,000 to \$130,000 there was so much in there that we did not need and I just couldn't see spending the money on a software system that half of it was not usable. We are not trying to get people in we already have them here. We are trying to develop something completely different. In many cases this is the package they can't break it up because it has already been created. The other side to that was the health clubs out there, again they are trying to get membership, they are trying to seek and so many of the people who answer they phones are at the front desk getting commission on what they make so that programming is in there as well. We are a very different community and Jim can probably attest that our needs are quite different than any of the other communities that they service.

Mr. Oliver stated you are unique.

**E. No. 307 Payable to**

Ms. Beaugrand stated pay request 307 which was just handed out to you for \$3,365.53 is for various items, an additional computer and then some decorative items. I assume this window is for this room.

Ms. Hernandez responded yes.

**F. No. 308 Payable to**

Ms. Beaugrand stated 308 is Basham & Lucas contract administration. This is the money for billings for Mike on the office renovation stuff, the stuff we talked about tonight \$2,195.

On MOTION by Mr. Pincket seconded by Ms. Spears with all in favor pay requests 303 through 308 were approved.

**EIGHTH ORDER OF BUSINESS**

**Discussion of Aquatic Complex Improvement Costs**

Ms. Beaugrand asked is item eight that what we just did with Mike?

Mr. Oliver stated we did cover that with Mike.

**NINTH ORDER OF BUSINESS**

**Discussion of Preliminary Opinion of Costs**

Ms. Beaugrand stated the next item on the agenda would be the discussion of preliminary opinion of costs.

Ms. Timbol asked what questions do you have?

Ms. Beaugrand stated the bottom line is we have in the top section you have \$6,196.38 left.

Ms. Hernandez stated that is right. There are a couple more things to get.

**TENTH ORDER OF BUSINESS**

**Discussion of Cost to Complete Schedule**

Ms. Beaugrand asked we aren't talking about that tonight, are we?

Mr. Oliver responded not really because it is still a moving target.

Ms. Beaugrand stated what we might want to talk about here is answering Brian's question or were you going to do that under attorney's report?

Mr. Haber stated I can do it now. You may recall not at the last meeting but the meeting before there was a discussion about how much money the district had left in bond proceeds, what moneys the district had to spend that weren't bond proceeds and therefore the district has more flexibility to spend those moneys. In other words they don't need to be spent on just the project. When I say the project I mean this new recreational facility. When we were going over that issue the issue was raised that the district has spent some of its unrestricted funds on costs that come within the scope of this project, this new facility. The question that Brian asked was in order to get the district more money that would fall within the bucket of unrestricted funds could the district reimburse itself from the bond funds for the money that it spent from the unrestricted funds on the cost of the project. The answer is unfortunately, no without bondholder consent and the reason why is at the time the bonds were issued there was a document called an offering document, that is a document that goes to potential investors in the bonds that explains the project, history of the district and things along those lines. In this document there is a textual portion that explains the project then there are also exhibits to this document including the engineer's report and assessment methodology. Both the textual portion of the offering document itself, the assessment methodology and the engineer's report all specified that the district will spend its own funds on certain things and it enumerates those things and it gives the value of each of those things that we will spend the money on. It specifies that it will spend approximately \$167,000 on Basham & Lucas, \$22,000 on ETM, \$348,000 on Parcel 50, \$408,000 on the Ryland Parcel and also removal of assessments on Parcel 50 because it is then going to be owned by the district, essentially coming to about \$958,621. I had the district's accountant then go through the records and say outside of those expenses what else did the district spend its unrestricted moneys on that could potentially be reimbursed and the total is about \$40,000 not really worth in my opinion given that you have the \$1.7 million now in unrestricted the trouble of dealing with the reimbursement. The reason you can't reimburse yourselves without bondholder consent on this is that the bondholders reviewed this package and they were left with the representations that this project would be self funded by the district in an amount of \$958,000. So they have every expectation to believe that you will spend your own money on that portion of the project so without going back to them and saying we realize we told you we would spend our own money we now would like to get reimbursed because we have this excess whatever it is you have in your construction account, we wouldn't be able to reimburse

ourselves without first getting that permission from them. It sounds like you have plenty of money in your unrestricted bucket that is probably not worth going through that exercise but that is really the explanation for why we wouldn't be able to do that.

Mr. Pincket asked I know \$40,000 is not a lot of money and I'm not really asking because I want the \$40,000 but do you have any concerns that if we wanted to we could reimburse ourselves for any number in excess of the dollars represented in that offering memorandum?

Mr. Haber responded reimbursement is an IRS tax code issue. The timing of approval of your bond resolution, timing of approval of when you got our bond proceeds and timing of approval when you expended these amounts are all considerations that in my conversations with bond counsel they would need to look at to determine whether under the IRS code you could reimburse yourselves for these. I don't know if it is worth the expense of going through that. I do have concerns today saying you can do it. From my conversations I got the impression that he thought you probably could but he would need to be provided with a fair amount of information before he would be willing to sign off and say yes, they can do it.

Mr. Pincket stated the reason I ask that is because that just focuses the real issue then is the fact that the memorandum makes representations that we are going to invest a certain amount of money on this project and the bondholders rely on that and I can certainly understand that so we shouldn't be able to.

Mr. Haber stated without their consent.

Ms. Minnis asked was the point to try to get reimbursed the \$40,000?

Mr. Haber responded I think Brian was just asking.

Mr. Pincket stated I thought the number was bigger and at that point in time I wasn't sure whether or not we would need additional moneys.

Mr. Haber stated I don't know that at the time you asked the question that you knew that the offering document made the representations regarding those expenses. Without those representations then arguably you would be entitled to reimbursement close to \$1 million which then probably becomes worth it if you thought you needed the money to have bond counsel look at the dates and review it.

Ms. Beaugrand stated realistically though I think we need to look at it from the perspective that we want to maximize how much we are paying back to the bonds and reduce

future assessments. Right now we have \$3+ million of bond money that has not been spent. Whatever we have left once we finalize the project and close it out then we will apply those funds back to the bonds. I think what we have to think about from a timeframe standpoint is that needs to be done before we start our budgeting process because it is going to have an affect on the assessments, reducing potentially depending on how our numbers shake out for the remainder of the year.

Mr. Pincket stated and reduces the unrestricted funds, the \$1.5 million or \$1.7 million.

Ms. Beaugrand stated in that range. I sent Jim the wrong spreadsheet so it is my fault this time but those are the moneys like the \$550,000 we collected from D.R. Horton, the moneys from the point in time that refinanced the 1995/1996 bonds in 2002 where we got a lower interest rate but we didn't reduce the assessments. We collected those excess assessments over a four year period with the intent to use it on this project which is what we have done. We probably have around \$1.5 million or \$1.7 million left of those moneys, more than enough based on what we talked about tonight to do whatever we choose to do.

Mr. Pincket stated to fund non bond fund projects.

Ms. Beaugrand stated outside of this project here and we can use that money to pay down the bonds as well if we choose to can't we?

Mr. Haber responded yes I think you could and I think you can also use it for reserves if you wanted to.

Mr. Oliver stated these unrestricted funds I don't think we can use to pay down the 2006 bonds from what Ed Bulleit said back in December 2006.

Mr. Haber stated it is something I can look into if you wanted to know.

Ms. Beaugrand stated I think we should look into it so we know what our options are. We may choose to or we may not choose, I think the reserves is a really good option too. I think we need to have the most information that we can in order to make that decision.

Mr. Haber stated I can get you an answer quickly on that. I was under the impression that you could take advantage of that but I may be wrong.

Ms. Beaugrand stated I don't know why we wouldn't be able to take funds from wherever if we choose, just like if I decided to prepay the allocation on my home.

Mr. Pincket asked why would the bond documents prevent us from using unrestricted funds?

Mr. Haber responded because you are paying the assessments on the property you own. In these economic times it is not likely but arguably a bondholder may say I don't want to get paid back, this is a very secure investment as opposed to a lot of other CDDs.

Mr. Pincket asked do we have the right to prepay those bonds anyway?

Mr. Haber responded with the unused construction funds without a doubt you do.

Mr. Pincket asked if we happen to have a windfall of money you are saying there is like a prepayment penalty?

Mr. Haber responded they are not your assessments. Each homeowner has the right to do that.

Ms. Beaugrand stated technically those moneys were collected from the assessments so they are equally divided between all of the property owners who paid those assessments so if we have that money left over it would not be an illegitimate use theoretically. We just need to get the answer on that. Because the source of those funds are from the assessments, except for the \$550,000 that came from D.R. Horton. I can see them coming back and saying you have \$550,000 left those aren't from the assessments those are from D.R. Horton so we put them in reserves or whatever. Let's figure out what our options are if you can confirm that.

Mr. Haber stated I don't know that the comparison of you paying yours off early is the same because the district isn't the property owner that is subject to the assessments.

Ms. Beaugrand stated make sure they understand that the money other than the \$550,000 the source is from assessments.

**ELEVENTH ORDER OF BUSINESS**

**Discussion of JCP Sportsplex Offsite Sidewalk**

This item taken earlier in the meeting.

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There not being any, the next item followed.

**B. Engineer**

There not being any, the next item followed.

**C. Recreation Facility Manager**

There not being any, the next item followed.

**D. Manager**

There not being any, the next item followed.

**THIRTEENTH ORDER OF BUSINESS      Supervisor's Requests**

Ms. Spears stated I have a question about commercial properties within the CDD and how their fees are determined. I have had folks asking me these questions and I don't know the answers. I guess the fees have gone up.

Mr. Oliver responded the fees for everyone because we had the 2006 issue they went up and also the increased O&M.

Ms. Spears stated I'm not sure how to tell them how the commercial property has been affected.

Ms. Beaugrand stated there is an assessment methodology that is the same. The methodology never changed it is the overall bucket of assessments went up so we had to allocate it according to the original methodology.

Ms. Minnis asked is the question they are asking is I'm a single homeowner and I'm paying X what does a commercial property pay and what was their increase?

Ms. Spears responded yes, it is a commercial property owner that is saying my fees went up why did they go up X amount? I'm saying I'm not sure exactly.

Ms. Beaugrand stated they went up because the O&M went up.

Ms. Minnis stated it went up equally.

Ms. Beaugrand stated you can't say equally because the methodology is different with different property types.

Mr. Haber stated they went up proportionately based on the benefit they receive from the operation and maintenance budget. There is an assessment methodology that the district adopted in connection with the issuance of the bonds. To the extent their assessments went up because of the new bond issuance for the recreation facility they would have to look at the methodology, there is a breakdown of what a single family home pays versus what commercial pays. They would have to look at how many square feet they own, it is probably on a square footage basis.

Mr. Oliver stated it is on acreage, 40.05 acres of commercial land and the assessment methodology hasn't changed, it is just the numbers that were plugged into it based on the increased budget we adopted last year.

Mr. Haber stated you can always direct him to call us.

Ms. Spears stated okay. My next question on top of that is as commercial property owners and I believe we have had this discussion before, they are then allowed member passes to the facility. I had two different entities contact me with questions about how that system works. How do we know how many passes they are allowed?

Ms. Hernandez stated Shelly and I have that information. I don't have it off the top of my head because it is listed by their address but we have that.

Mr. Oliver stated a couple of years ago the board actually allocated.

Ms. Minnis stated that was a couple of years ago, we didn't have this facility and I think that is their question, what do they do here.

Ms. Spears responded yes.

Ms. Minnis stated we gave them pool passes.

Mr. Oliver stated we gave them full family passes based on the assessments they were paying at the time and there were three different levels based on their total operations and maintenance assessments.

Ms. Minnis asked is that equivalent to what is available here?

Mr. Oliver stated it is equivalent to what any other landowner is so previously they didn't have a pass here before it was built.

Mr. Haber stated I think the way it worked was if a single family homeowner it is easy to define the rights they have as a result of their ownership of their home. For a commercial property owner it is more difficult because they don't have a family so my recollection was that passes were assigned to the commercial property owners that could be used by the commercial property owner to give to their employees and if you had one of those passes you would have the same right as any landowner within the district because you are paying assessments just like any landowner within the district.

Mr. Pincket stated they were passes that were tied to specific individuals or their families that couldn't be passed around.

Ms. Beaugrand stated right, they have to go through the same thing we go through to get our cards.

Mr. Haber stated but they then could use this facility or any other facility that any other landowner is entitled to use.

Ms. Spears stated my next question is I had one commercial property owner say they requested passes and they have been told no. Then another person that said that they have been told three different things, I guess initially were told they could have so many passes, then it came back I don't think that is right I think it is this and I guess came back again and said no it is this.

Ms. Hernandez stated I don't know who you are talking to but Shelly and I have gotten one request and we answered that person and they have their passes and they are very happy. I have no idea who you are talking about and the front desk they don't have that information so people have to come through Shelly and me so that we can verify.

Ms. Spears asked how can I get access, is there a list that has the different commercial properties and how many passes they are allowed?

Mr. Oliver stated I can give you the resolution that this board passed.

Ms. Spears asked it will say a specific parcel number 5 passes or whatever it is.

Mr. Oliver responded yes.

Ms. Spears stated and there is a formula behind.

Mr. Oliver stated the most passes they are three.

Mr. Pincket stated and they are family passes.

Ms. Minnis asked can you send that to everybody?

Ms. Spears stated when you say three family passes.

Ms. Beaugrand stated you have a family pass April.

Ms. Spears stated so a family pass if I worked for a commercial landowner and I got a family pass then that would include me and my entire family, however many people that might involve.

Ms. Beaugrand stated the people in your family.

Ms. Hernandez stated that is why they have to come into our office. They have to show what property they are talking about, they have to prove who they are, we make a copy of the drivers license, Shelly and I take care of all that information then we send them over to the

recreation center here, give the front desk a phone call that so and so is going to be coming over. Shelly and I also make copies of all the documentation and bring it over to the office over here and it is not until they have it in their hands here that they are able to release those passes. Everyone has to go through Shelly and me first.

Ms. Spears stated I'm not sure exactly what all went down with that situation but I think part of the problem was the commercial property owner now feels that they were told one thing went to the folks and told them what they were told and then the information changed so they had to go back and tell a different story. Let's just make sure that we know what the rules are and how it works.

Ms. Hernandez stated we do know what the rules are. You are going to have to give me more information so that I can make sure. I don't even know what you are talking about or when that person came in.

Ms. Beaugrand asked where did that person go to get information?

Ms. Spears stated through Shelly who had to talk to somebody to verify.

Ms. Hernandez asked is this Fruit Cove Baptist?

Ms. Spears responded yes.

Ms. Hernandez stated they called our office, we wanted to make sure that we verified it, we verified the information that day, they came into our office and within the next 24 hours they had their cards.

Ms. Spears stated originally they were told they got 9 passes then it came back you don't get 9 passes you get so many family passes. Well there are different rules with the family passes.

Ms. Hernandez stated that was one conversation that probably lasted 5 minutes. They were asking information, let's make sure we pull this out we are going to verify it, we think it might be 9 but things have changed, let us get back to you. We immediately called Jim he sent it right over. They had their questions answered and they were taken care of, we got the new information over to our office and we handled it that day.

Mr. Oliver stated I think what also happened was that there was really no interest in it until this was built. The policy has been in place for several years but now that this is built people want to find out how they can get passes. This was probably the first one.

Ms. Hernandez stated it was the very first one.

Ms. Timbol stated in all candor we had to find those documents because no one had attempted to get a commercial pass before. The individual you are speaking about was very understanding to me in conversation, they were very happy and went over the same day, got their passes so I was unaware that there was any discontent there whatsoever.

Mr. Pincket asked are we getting something from the church in this case but any other commercial landowners in the future, some kind of letter that says this is the person that we designate as the person entitled to these passes?

Ms. Timbol stated what we did was we did get their name, their street address, we got a photocopy of the documentation of the land and what happened is Fruit Cove Baptist purchased land that was originally adjacent to them it was owned by a Virginia Electric Co., a couple of buildings that were next door behind Burger King. With the purchase of that land they realized okay now we have CDD property and they wanted to avail themselves of the facilities. When we looked at that document it still said Virginia Electric Co. it didn't say Fruit Cove Baptist. So there was a little bit of confusion with that. We had to ascertain exactly what parcel they bought and which parcel they were talking about so there was a little bit of time of educating ourselves to what we were looking at.

Mr. Pincket asked what documentation did you get from the church that appoints a person?

Ms. Timbol stated a copy of the purchase of the sale that said Virginia Electric Co.

Ms. Beaugrand stated what he is asking is if the church assigns if they have three passes and say John Doe, Mary Smith and James Jones are the people we are assigning. Do you get something from the church indicating who?

Ms. Timbol stated we didn't get a formal letter we had an email from them with the name of the two families, their street addresses and we need to have a street address because when a person goes to the front desk they need to show identification and their address isn't going to be inside the CDD so when they look at that drivers license it needs to be the address they gave us.

Ms. Beaugrand stated so you do get something from the property owner.

Ms. Timbol responded we do and with the proof that they are connected to that commercial property.

Mr. Pincket asked an email from who at the church?

Ms. Timbol responded the pastor.

Mr. Pincket stated that is good enough for me.

Mr. Dosch asked so they issued to some owner or supervisor or the property owner I guess is what you are saying.

Ms. Beaugrand stated it has to be from someone in charge.

Mr. Dosch asked can it be an employee?

Mr. Pincket stated the pass is issued to the employee.

Mr. Dosch stated from the supervisor or property owner, okay I see.

**FOURTEENTH ORDER OF BUSINESS      Audience Comments**

Mr. Stuart stated at the last meeting I brought up the fact that the streetlighting was not on in the parking lot at the old swim complex and on the basketball court at the old complex and they are still not on.

Mr. Maggiore stated the basketball court has a new timer so they have to get turned on with the timer. I was told by the electricians that they had fixed the parking lot lights.

Ms. Beaugrand stated I will be driving by tonight. Are those on a timer as well?

Mr. Maggiore responded they are.

Mr. Stuart stated you were talking about the sidewalk between Race Track and Flora Branch, I guess you are aware that golf carts are allowed now in communities that are approved by St. Johns County traffic and roads department. The POA is in the process of asking for that permission to be in this community. If we get approval from them possibly that sidewalk could be widened enough for a golf cart instead of just a sidewalk. We were told by the captain of the traffic division of the St. Johns Sheriff's Department it has to be a separate, you can't run a golf cart on a sidewalk where pedestrians are, it has to be a separate path.

Ms. Beaugrand asked why would we spend the money to do that?

Mr. Stuart stated maybe the POA may want to. That is something to look into later on.

Ms. Beaugrand stated actually it needs to be looked into now because we are at the point of making a decision potentially on it.

Mr. Pincket asked if they can't use it on what is designated as a sidewalk where are they going to go?

Mr. Stuart responded any road that goes more than 35 mph.

Ms. Beaugrand stated the problem is that we had that engineered based on a certain width pathway and if that were to be widened we would have to have it completely reengineered and I for one wouldn't vote to spend any more of our money on doing that. That is one fundamental problem right there.

Mr. Stuart stated maybe that is something the POA would want to get together on.

## **FIFTEENTH ORDER OF BUSINESS                      Financial Reports**

### **A. Balance Sheet as of January 31, 2009 and Statement of Revenues and Expenditures for the Period Ending January 31, 2009**

Ms. Beaugrand stated last month I brought up and if you look behind section 15 tab A go to the rec center the fourth page in and you will notice this is the numbers through 12/31/08 and what I would direct you to is the third money dollar column which is the actual through 12/31 and note that our total revenues were \$1,714,000. Go to the next page our total expenditures are \$794,000 so we had again excess revenues of \$919,918. While the budget doesn't match up we are operating profitably which is a positive and there are obviously a lot of revenue sources that haven't kicked in yet. If you go to the previous page and look at the variance you will see that the vast majority of those are negative variances which means we aren't meeting our projections but again, looking at them you will note that the majority of those have not kicked in. There are some that are meeting projections like the swim team and some of the tennis stuff and our interest income and there are other expenses down below that are a little out of whack but by and large we are really towing the line pretty well from an operating standpoint. I do have a question on workers comp, do we have an injury or is that workers comp insurance?

Ms. Hernandez stated it is insurance.

Ms. Beaugrand stated I guess we didn't have it budgeted separately?

Ms. Hernandez stated I believe there was a little bit of a misunderstanding because we have our workers compensation insurance come out through the insurance company not through the payroll company so there wasn't a separate line item.

Ms. Beaugrand stated again, I am going to encourage you to look at that especially as we get closer to the budget process.

### **B. Treasury Report – January 31, 2009**

**C. Assessment Receipts Schedule**

**D. Check Register Summary**

**1. General Fund 1/1/08 – 1/31/08**

Ms. Beaugrand stated we have the check register for the general fund.

Mr. Haber stated I think we have an invoice for our bid protest work in the check register that I think there was a total invoice of \$9,457.50. You may recall there was a protest with respect to our first RFP. We asked Vickie Webber in our office who frankly specializes in and does a lot of work on bid protests but the relationship we have with the district and she commonly works on very complex bid protests, this one is arguably less complex than the ones she commonly does. She has a high billable rate, she is at \$355 an hour. We are going to reduce that to Jonathan's billable rate of \$220 which results in a reduction of that invoice of \$1,957 and results in a total invoice of \$7,500.50 so if you want to make your approval subject to that reduction.

Ms. Minnis asked what was the conference call for 4 hours?

Mr. Haber responded I think each time you see conference call that is a new call.

Mr. Pincket stated we have a transfer payment and I know we have seen this before.

Ms. Beaugrand stated that is tax receipts.

Mr. Pincket stated it is a tax receipt going into the general fund and transfer into the rec fund. Is that what we are doing there?

Ms. Beaugrand responded no it is being transferred to the other investment account out of the general account into the account with U.S. Bank. The county pays us into our general fund and then it gets transferred to U.S. Bank because that has the assessments.

Mr. Pincket asked why is it payable to Julington Creek's recreation fund?

Ms. Beaugrand stated I guess it is for the O&M portion that applies to the rec fund versus the general fund. They had to split it up and allocate it.

Mr. Oliver stated the assessments come from the tax collector in one lump sum and then is allocated among the different funds.

Mr. Pincket stated so it comes in one lump sum into the general fund and the general fund is cutting a check to the rec fund here, so the rec fund is now receiving this money. When we get to the rec fund we are going to see the same thing, I am going to see the money dumped into the rec fund and they are cutting it back to the general fund. Is that supposed to happen? Why do these two funds transfer money back and forth?

Mr. Oliver stated if you look behind tab C it shows the assessment receipts schedule and it shows the funds received on the right side, there is a percentage breakdown and if you look at the recreation fund column you will see the \$297,000 so the funds were received and then \$297,000 was transferred into the rec fund.

Mr. Pincket stated so that I understand the flow of funds they are received into the general fund, the general fund cut a check to the rec fund for the \$297,000.

Mr. Oliver stated in this case, yes.

Ms. Beaugrand stated for the O&M portion of it.

Mr. Oliver stated usually a check is received in one fund.

Mr. Pincket stated here is an example in the rec fund \$98,000 going back to the general fund. That is the only document we have. If you look in the register there was more but I didn't see this equivalent for the \$1 million in the backup.

Mr. Oliver stated let me get clarification on that. Clearly it should just be coming into one fund and then allocated.

Ms. Beaugrand stated some of the O&M is going to remain with the district for the general fund O&M and you are going to have a rec fund O&M and one stays in the general fund and one goes to the rec fund and then you are going to have the debt service portion of it that would get transferred to U.S. Bank as the trustee.

Mr. Pincket stated all the transfers should flow one way.

Mr. Oliver stated the reason I need clarification is that it used to always come into the general fund but recently we had the tax collector transmit the funds directly to U.S Bank as the trustee and then U.S. Bank would send the funds to us in the general fund so that it would be invested more quickly.

Mr. Pincket stated that still doesn't address this issue where we transferred out of the rec fund into the general fund.

Mr. Oliver stated I will check on that.

On MOTION by Mr. Pincket seconded by Mr. Dosch with all in favor the general fund check summary was approved subject to the reduction of \$1,957 in the invoice from Hopping Green & Sams.

**2. Recreation Fund 1/1/08 – 1/31/08**

Ms. Beaugrand stated we have the rec fund behind tab 2. I did notice in here because I have been watching the Sawyer Gas thing and it looks like it is \$1,700 to \$1,800 a week on the pre-fill. Is that going to be consistent year round or is it more this time of year because of the cold weather.

Ms. Hernandez stated yes.

On MOTION by Mr. Pincket seconded by Ms. Spears with all in favor the recreation fund check summary was approved.

**SIXTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – March 10, 2009 at 6:00 p.m. at the Julington Creek Plantation Club Multi-Purpose Room, 350 Plantation Club Parkway**

Ms. Beaugrand stated the next meeting is March 10, 2009 here at 6:00 p.m.

On MOTION by Mr. Pincket seconded by Ms. Spears with all in favor the meeting adjourned at 8:22 p.m.

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Secretary Assistant Secretary

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Chairperson/Vice Chairperson