

MINUTES OF MEETING  
JULINGTON CREEK PLANTATION  
COMMUNITY DEVELOPMENT DISTRICT

The continued meeting of June 10, 2008 of the Board of Supervisors of the Julington Creek Plantation Community Development District was reconvened Tuesday, June 24, 2008 at 6:00 p.m. at the Community Development District Administrative Offices, 950 Davis Pond Boulevard, St. Johns, Florida.

Present and constituting a quorum were:

April Spears	Supervisor
Brian Pincket	Supervisor
Del Dosch	Supervisor

Also present were:

Wes Haber	District Counsel
James Oliver	District Manager
Matt Maggiore	District Engineer
Mike Lucas	Basham & Lucas Design Group
Stacie Hernandez	Julington Creek CDD
Shelly Timbol	Julington Creek CDD
Chris Commins	Basham & Lucas Design Group

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Pincket called the reconvened meeting to order.

**SECOND ORDER OF BUSINESS**

**Construction Business**

**A. PCO #34 High Emphasis Crosswalk**

Mr. Lucas stated PCO 34 is the PCO that we discussed last week that had to do with the high emphasis crosswalk and we wanted to verify that when you press the beacon on one side of the road that it activated the other beacon and both sides of the beacon. I can confirm that it does activate both sides and both beacons when you press one beacon. Regardless of which side the traffic is coming both beacons will flash. That proposed change order 34 was in the amount of \$14,122.

On MOTION by Ms. Spears seconded by Mr. Dosch with all in favor PCO #34 as approved.

**B. PCO #36 Change to Cove Base**

Mr. Lucas stated PCO #36 has to do with the floor tile in the bathrooms that service the swimming pool. There was a requirement by the Florida Department of Health that the tile in those bathrooms have a cove base as opposed to a square base. Unfortunately my interior designer didn't realize that that was a code requirement. We have to go in and add a cove base over the top of the tile so it will meet the requirement. Instead of being 90°, it is coved so as to be able to clean the bathroom corners. That is a requirement of the code. Unfortunately the new code coming out in three months deletes that and we tried to argue that it was coming out in three months but they wouldn't change it. The bathhouse and bathrooms that service the pool has to have a cove base on top.

Mr. Pincket asked was there a base already in the plans because it is the same material.

Mr. Lucas responded it was 90°.

Mr. Dosch stated they are going back to the 90° or what I call the bullnose.

Mr. Lucas responded yes in three months. The Department of Health is in the process of initiating a new pool code. We were trying to say your new code allows you to do this but he wouldn't budge on it.

Mr. Pincket asked who were you discussing that with?

Mr. Lucas responded the Florida Department of Health in Tallahassee.

Mr. Dosch stated so if we put in this tapered cove base we won't be required to remove it because of the change in code.

Mr. Lucas responded no. In fact, the official we talked to said he thinks it should remain but his boss is the one who said it should go out. When you go into some of these bathrooms there is a concrete wall and concrete slab and they wanted some type of material as long as it was a waterproof material the new code will allow for just the tile but if you were doing concrete block and came back with some type of cove material you comply.

On MOTION by Ms. Spears seconded by Mr. Dosch with all in favor PCO #36 was approved.
---

### **C. CO #1 Changes to Landscape**

Mr. Lucas stated this change order no. 1 deals with the landscaping. One of the reasons we are trying to resolve at this meeting is we are trying to push for the site plan approval so that we can get it turned over as soon as possible. These items we are talking about today are part of those site plan approval items that you really need two to three weeks will make a difference and that is why we are going ahead with this. Chris Commins from our office is going to be talking about this change order to the landscape that is why it is change order no. 1 because it isn't for Dicky Smith it is for the landscape.

Mr. Pincket asked so we haven't had a change order yet?

Mr. Lucas responded not on the landscape.

Mr. Commons stated the landscape is a separate contract. They are not subcontractors to Dicky Smith. I believe you have the handout. I will go through as they are listed A through G. Item A resolves all of our grassing requirements. In the big site work projects like this especially in the summertime the county has requirements about sodding behind berms with the site work contractor and at least seeding slopes. We monitor our progress once they fill the site, of course we had that huge rain before we got underway but we have had significant rain since then and we all felt confident and we opted to credit the site work contractor's contract for the Bahia sod and seed because we had a similar spec for the landscape contractor even including Bahia removal because that way it gives us more options and allows us to better address that. We are always frustrated for specifying the site work contractor to do grassing that we then take up in the landscape phase so because site conditions were favorable we opted to remove that requirement from the site work contractor and you can see the big item of \$8,790 in the landscape for just Bahia sod removal so we have a much greater efficiency because with this change order authorized full sodding around the pond here. I know there will be a nice walk path around there. There has been some discussion that maybe in the future to consider a linkage through the wetlands there in the form of a boardwalk but at the very least this walk we didn't want to go with just seed around that big large pond this close to the facility from an aesthetic standpoint. We still didn't feel the need to go with a full manicured St. Augustine sod but the Bahia sod

under irrigation will be a real high coverage for us and give us all stable slopes right down both sides the water side and the wetland side. That leaves all of my numbers for the St. Augustine sod and the remainder which is the dark hatch some of the unseen banks and edges that our users won't be impacted with but we certainly don't want a washout on those, those will get the standard Bahia seed application in the form of a hydro mulch. All told we credited out of the contract \$45,000 and debited back in \$43,000 so that is roughly \$1,500 savings.

Item B we specified four large Magnolias on the front elevation of the building. There are four 100 gallon Magnolias specified in the original plans. Monitoring our progress as construction is moving along we are proposing to beef those up to 200 gallon we get a slightly taller tree but a wider tree and with some of the utility panels and some of the screening we were looking for there we feel these 200 gallon trees will give us a much better presence on the front elevation. That change is a net \$2,464. Those are all competitive numbers from the contractor so we felt good about proposing that change.

Mr. Pincket asked should we vote on each one of these individually?

Mr. Haber stated the way it looks like you have identified it is you did landscaping as change order no. 1 and playground at change order no. 2.

Mr. Commins responded right.

Mr. Haber stated I think you go through all the landscaping and you can approve by motion all of change order no. 1. If there are any changes to it you can approve it subject to and a different motion for change order no. 2.

Mr. Lucas stated I think we are going to have to come back after you discuss these and issue a formal written change order because most of this stuff is under the landscaper but there is one item under the playground that is under Dicky Smith. That is why we have to separate that out.

Mr. Pincket asked is the playground provided in change order no. 1?

Mr. Commins responded yes, G all the way down on the bottom.

Mr. Haber stated I was basing that off of the agenda.

Mr. Lucas stated landscape is 1 through 5 and 6 through 10 all of these are landscape items. It is really not a different change order.

Mr. Haber stated my concern legally is these contracts with the contractors provide that you need owner approval for change orders. While I don't think we need a motion on each

aspect of the change order for any material change order for the contracts I would like the board to approve those. If there is going to be one for the Dicky Smith contract that we don't have a physical piece of paper with us we can perhaps do a motion assuming you could materially explain to the board what that change order is going to encompass then we can probably authorize a member of the board the authority to sign off on that separate from today if that is necessary if I am understanding what you are explaining.

Mr. Commins stated I think that would be fine.

Mr. Lucas stated we were trying to go over and educate you on the changes that we made to downsize some things, we upsized some things and that is what Chris is trying to go over all these revisions with you and if you agree with it he will come back and we will have a formal piece of paper just like I do for Dicky Smith.

Mr. Haber stated I see, you don't have one. I was looking at this as a summary of something I thought you had. You don't have these yet.

Mr. Lucas responded we don't have that. We just want to go ahead and explain everything to you.

Mr. Pincket asked do we need to vote on it today? We just voted on those change orders that came back to us after we saw them the first time.

Mr. Lucas stated these we would like a decision if we can proceed. Let me first explain everything and then I will tell you where the numbers come out because the numbers come out basically to a credit.

Mr. Dosch stated just to support Brian's comment I think we were okay to approve these previous change orders because these are actually change order requests. I don't see this as being a change order request at this point because you have a landscape contract then you have a Dicky Smith contract and both of those are separate contracts.

Mr. Lucas responded that is correct. The landscape number we are going to push through to get an answer on it from the board today on if we should proceed with these. These numbers are going to come out to a credit for you. Dicky Smith, by his contract, doesn't have to be completed until October 15<sup>th</sup> but we are trying to get in in September and the lead item is the site plan approval. We are trying to do the things that affect that site plan approval, of which part of it is landscape being complete is get those things on the docket and those approved so that you can approve them because the county can come back and approve all of this stuff ahead of

schedule. Chris is going to tell you what we want to do as far as the landscape and the only thing we have added to cost would be once we discuss the playground is we want to add a fence around the corner section of the playground. If Chris can go through all of this and then we will have a discussion about what the board can and can't do today.

Mr. Haber stated okay.

Mr. Lucas stated I am not giving you a formal change order to sign, like the other ones.

Mr. Haber asked as far as to take advantage of the timing aspect so you can get the site plan approval that you are looking to get will you need an approved signed change order before the district's next meeting? If that is the case then this is more than just submitting it to the board to get some direction, this is submitting it to the board and hopefully being able to make a representation that this is a reflection of what the change order will actually be and that the signing of the change order will be merely ministerial and authorizing a board member to sign it and if that is what we are looking to do today then we need that representation from you that this is what the change order is going to be. Are we 100% that the contractor is okay with this? In other words if we go back to the contractor and say this is what the board approved they are not going to come back and say that is great but we need to change this, this and this.

Mr. Lucas responded there is only one item that that would come into affect on and that is because of the fencing that we want to add. That is truly a Dicky Smith item and we have an allowance for the playground of \$50,000 and the playground came in at \$43,900 so we have a surplus and what we want to do with that surplus was add a fence around part of the playground. The fence costs \$8,060 which we are very close to having that covered but there is going to be a little change left over and Dicky doesn't know if he is allowed to put his profit and overhead on what number, or what percentage of that. Let Chris go through the items and then we can discuss it. The important thing is to try to get the landscape issues resolved.

Mr. Commins stated the last thing we talked about was upsizing the Magnolias in front. We have 20 total *Chamerops humilllis*. It is a European fan palm similar in nature to a Sago Palm and we use it quite often. The spec was contrary to sorts and it oversized these items and my concern is the spec ended up being and it was an oversight on my part the spec in the original plans was two to three to four foot clear trunk, the spec should have been 48" overall and you can see the difference in cost.

Mr. Pincket stated there is a net credit here of \$3,300.

Mr. Commins responded correct. The total number is 10 on the entire job site. I kept 4 of them at the large size and that would be two at the front sign and two at the both sides of the front door of the entrance to the facility.

Mr. Pincket asked what size are those?

Mr. Commins responded those would be the contracted size which would be three to four foot clear. Those would be in the high impact areas.

The next one would be the lead miscellaneous shrubs and ground covers incorrectly shown on the proposed paved and sidewalk area. Going through the process we are proposing with Mike this plan and it should be noted no. 1B again this is the front elevation for orientation this is the main drop off here. There is an area I picked up as a planting bed that is incorrectly located behind the service wall and that is all pavement in there. So these 11 plants will be credited out. Over here which is your tennis check in and this paved area leading up to the window is larger than originally shown and that calls for the elimination of a handful of plants here, all total it is \$304 credit.

Ligustrum hedge this is a large hedge situated on diagram 1E and F. This is the pool house, the main pool is here, the lap pool and tennis courts. We have 18 Ligustrum trees shown, the original specification was for 8' height by 8' width. Going back there my actual measuring in the field is 7' 9" and we didn't want to overwhelm that space and call for some unusual trimming right from the get go and these Ligustrum trees the plan is to get them to grow up and out like an umbrella it will create a nice shaded canopy. We feel dropping those down to the 6 X 6 Ligustrum is a much more effective approach. You can see the cost comes down from \$266 per tree to \$150 with a net credit of \$2,018.

There was a slight adjustment to accommodate the base of each of the tennis court light standards which is about a 30" round concrete so we slightly adjusted the location of the tennis courts to the east resulting in a 30" area that we evaluated whether we should pave and just eliminate that open space or put gravel in there and we felt that we would go ahead and irrigate and plant that area. I am hesitant on the gravel that close to the pool it would be a real maintenance problem. We feel that is the best solution and that is a straight forward Ligustrum hedge.

Mr. Pincket asked is that outside the fence?

Mr. Lucas responded it is between the fence and the sidewalk.

Mr. Commins stated that extends all the way from the area down by the pool house to a point by that structure at the end.

Lastly is the play structure as Mike mentioned. We originally had one play area central in the area and a very large mulch area. We opted for just trying to anticipate the usage of that facility and how many kids we are going to be dealing with and we opted for two separate play structures offering different functions, different opportunities for them to climb and scale these areas. They each are contained with a landscape timber treatment and in there we put a rubberized mulch treatment so if the kids fall off they won't be hurt. By putting the two different items in there we got a little too close for comfort to the edge. This grade on here represents the bulkheaded treatment for the retention pond next to our parking area so we have an area where kids can step off and there would be a 3 foot drop onto a sloped area down to the water and that could be problematic so we are recommending a decorative fence to contain that down to a point here where we came back to grade.

Mr. Pincket stated I thought we always had a fence around this area.

Mr. Lucas responded not around the playground. We had one by the pool. Typically we don't put fences around playgrounds unless it is on a highway or something like that.

Mr. Pincket asked is this the playground that is right outside the little kids area?

Mr. Commins responded yes.

Mr. Pincket asked do we have the fence area exposed to the lake?

Mr. Lucas stated the fence started around the pool enclosure down here and never had anything up there.

Mr. Pincket stated so we were letting the little kids out to run around the play area and they could roll down the hill into the water.

Mr. Commins stated with the larger site we had that positioned down here and had landscaping in the corner and didn't feel it was problematic here. Now we are right up against it.

Mr. Pincket stated I think it needs to be there no matter what. Is this a 3 foot fence?

Mr. Lucas responded a 4 foot fence. Really the playground was further down here but after talking to Stacie we felt like it was okay to take it across the bulkhead, take it across so there would be a little playground in here that way somebody could control.

Ms. Spears asked is this square a building?

Mr. Lucas responded that is the covered shade structure.

Ms. Spears stated so children could run around the fence, it doesn't actually connect to anything to really hold them. This fence needs to connect so that nobody can get out.

Mr. Lucas stated if that is what you want then we can explore that.

Ms. Spears stated if you are there and your kids are playing you are keeping an eye on them but you look away to help another one and look back and if they are not completely fenced in then there may be a problem.

Mr. Pincket stated I don't get a full picture here. Where is this fence tying in if you want it to continue?

Mr. Commins responded right now we have a fence here.

Mr. Lucas stated this is our egress out if we bring it down we would have to reconfigure it.

Ms. Spears stated even if you were doing summer camps and wanted to take the kids out on the playground.

Mr. Pincket asked who would typically be using that shade structure? I thought it was going to be parents observing their kids. You wouldn't want a fence between those. Is there an issue to put the fence back here?

Mr. Lucas stated I think we could probably get enough room to do that.

Mr. Pincket asked Stacie do you want to take a look at this and see if it makes sense to you?

Mr. Lucas stated we can look at reconfiguring the fence we can do that.

Mr. Pincket stated I would like you to do that.

Mr. Lucas stated what we can do today the fence and playground would be Dicky Smith regardless. If we can at least look at the landscape that Chris has presented to you to see if you are in agreement with those items because that is what we are trying to push.

Mr. Pincket stated so take item G out of the equation.

Mr. Commins stated the rubberized mulch comes from the landscape contractor. There would be a credit of \$13,000 and come back in with \$16,000.

Mr. Dosch asked if we are just dealing with the landscaping tonight what is the credit or the debit? I don't know if item G is in the total credit at the bottom.

Mr. Commins stated actually the landscaping would be about \$200 essentially it is a wash. Basically we were just trying to resolve some issues looking ahead. Our contractor has

been very helpful as Stewart has been for Dicky Smith alerting us to potential areas. I think this is a good summary. I can't promise you it will be the last one but we hope to keep it to the last change order.

Mr. Lucas stated let's totally take G out and part of the landscaping will be change order no. 2. The bulk of it is the trees.

Mr. Pincket asked do you think by the next meeting you will have the plan on the fence? Talk to Stacie how she plans to use that recreation area outside the room where the kids are going to be.

Mr. Haber stated although we don't have a document in front of you I think it is approve these numbers to be incorporated into change order no. 1 and authorize Brian Pincket to sign change order no. 1 to the landscape contract.

Mr. Lucas stated it was mainly trying to push the landscape along because the site plan is one of the components of it.

Mr. Pincket stated so the motion is to approve change order no. 1 as presented to the board tonight with the change to that being the deletion of all items under G.

Mr. Haber stated and authorizing you to sign that change order once prepared.

<p>On MOTION by Ms. Spears seconded by Mr. Dosch with all in favor change order no. 1 was approved as presented excluding item G and Mr. Pincket was authorized to review and sign the final change order when prepared.</p>
--

**THIRD ORDER OF BUSINESS**

**Other Business**

Mr. Haber stated I think you all received an email but just in case you didn't we received the payment from D.R. Horton on that purchase and sale agreement. There is one more installment due when the project is complete I think of \$200,000. But we received \$350,000. We sent a letter to D.R. Horton's lawyer with affidavits signed by district management and the engineer on behalf of the district's architect saying that certain thresholds were met. We will need just one more certificate to be signed by that same engineer saying it is now complete and then that final payment will be due. I just don't recall the exact amount but it is due when it is complete.

Ms. Spears stated the total amount is \$500,000, so \$150,000 remains outstanding.

**FOURTH ORDER OF BUSINESS**

**Next Scheduled Meeting July 8, 2008 at 6:00 p.m. @ Community Development District Administrative Offices**

Mr. Pincket stated the next scheduled meeting will be July 8, 2008 at 6:00 p.m. in this location.

On MOTION by Ms. Spears seconded by Mr. Dosch with all in favor the meeting adjourned at 6:36 p.m.
--

---

Secretary Assistant Secretary

---

Chairperson/Vice Chairperson