

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 on Tuesday, October 13, 2009 at 6:00 p.m. at Julington Creek Plantation Club, 350 Plantation Club Parkway, St. Johns, Florida 32259.

Present and constituting a quorum were:

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

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Matt Maggione	District Engineer
Stacie Hernandez	Julington Creek Plantation CDD
Shelly Timbol	Julington Creek Plantation CDD
Brandi Benton	Julington Creek Plantation CDD
Kim Harless	Julington Creek Plantation CDD
Ashley McVeagh	Julington Creek Plantation CDD
Jerry Hill	Julington Creek Plantation CDD
Mike Lucas	Basham & Lucas
Jacob Myer	Project Manager, Angelo Group
DJ Smith	Dicky Smith & Company
Stuart Maxwell	Dicky Smith & Company

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 September 8, 2009 Meeting

Ms. Beaugrand stated included in your agenda package is a copy of the minutes of the September 8, 2009 meeting. On page 12 under the third time I spoke it should say "aesthetic." Then on page 17 just under the motion box the word "stain" should be "extend."

Mr. Haber stated on page three the last paragraph, which says, “Ms. Harless stated the game room has not been turned into a new studio.” The word “not” should be “now.” On page five the third paragraph from the bottom when Kathy is speaking it should be “they” instead of “the.” On page seven the second to last line where it talks about errors and omissions I think it should be “omissions” instead of “emissions.” On page 15 the last paragraph we should eliminate the word “no” before protest rights.

On MOTION by Mr. Pincket seconded by Mr. Dosch with all in favor the Minutes of the September 8, 2009 Meeting were approved as revised.

THIRD ORDER OF BUSINESS

Discussion of Facilities Improvements

Mr. Lucas asked are we talking about the Davis Pond or the aquatics complex?

Ms. Beaugrand responded all of the above. You can start with the aquatics complex because it is probably an easier and quicker conversation for progress.

Mr. Lucas asked if we could go ahead and discuss the Davis Pond building?

Ms. Beaugrand responded that is fine.

Mr. Lucas stated everyone should have received copies of the bids for the Davis Pond renovation. They were sent out. Four contractors bid on the work and bids were due yesterday by 10:00 a.m. After I received all the bids in the sealed envelopes I opened them in front of Shelly. I'll list the results of the bids from the four contractors from least expensive to most expensive. The least expensive from a firm called the Angelo Group. Their bid was for \$210,790. The next on the list from Dicky Smith & Company and they came in at \$268,250. The next on the list was from Intracoastal. They were at \$275,385. Then the fourth contractor was from Barns and they came in at \$291,162. All of this work is for the renovation of the Davis Pond building.

Ms. Beaugrand asked do you want to talk a little bit about any experience you have with any of the contractors?

Mr. Lucas responded I have worked with all four contractors. I have worked a lot with Dicky Smith & Company and then next to them with the most amount of work have been with the Angelo Group as far as our amenity centers. They are very qualified. I called the Angelo Group because of their price compared to Dicky Smith and asked them if they were comfortable with their bid and they insured me they were comfortable with it. They have been

doing quite a bit of work and renovation lately. If they are comfortable, I am comfortable with the Angelo Group. They did Murabella for us and they have done other amenities centers for Susie Woods. They have done Stonehurst and Watermill. The same goes for Intracoastal and Barns. All four of these companies are good companies.

Ms. Beaugrand stated other things that I have noticed about the contracts that need to be taken into consideration is that an add to on the dollar amounts are the amounts of the bonds that are listed on page two of each of the proposals. For example, on the Angelo Group there is an additional \$2,120 for the bond and that takes their proposal to just under \$213,000. Then for Dicky Smith adding their bond is \$2,200, so that takes them to just over \$270,000. On Intracoastal the bond amount is \$8,250, so that takes their bid up to \$283,000. Then on Barns their bond is \$5,800, which takes theirs up to \$297,000. The other thing is the time that is included in each of these four contracts. It goes from a low of 75 days for Intracoastal to a high of 120 for Dicky Smith. Angelo Group is at 90 days. Barns are at 110 days. I think the Dicky Smith contract was targeted for March, which is within the timeframe that we needed so worse case scenario we are in the timeframe with any of the contracts.

Mr. Lucas stated those days are from the day they receive the permit.

Ms. Beaugrand stated and that's assuming a permit in November.

Mr. Lucas stated I went down and reviewed the drawings with St. Johns County, so hopefully we can get the permit pretty quickly within a few weeks.

Mr. Pincket asked did we get information on the bonding company that each of these companies use or just the price?

Mr. Lucas responded just the price.

Mr. Pincket stated there is quite a variation in price.

Ms. Beaugrand stated it is a percentage. The highest one was 3%, which was Intracoastal. Barns was 2%, Angelo was 1% and Dicky Smith was under 1%.

Mr. Pincket asked what do we get in response to your proposals other than what we see here.

Mr. Lucas responded that is all I asked for.

Ms. Beaugrand stated we had requested last month that Mike go out and get at least three additional bids, other than Dicky Smith.

Mr. Pincket stated I see in the back of the Angelo Group proposal that there are bid clarifications and qualifications. I'm assuming you have looked through all of those. Is there anything of any significance that you need to let us know about?

Mr. Lucas responded no. There were two addendums. We had a site meeting and all four contractors attended. There was a mandatory pre-bid. After that meeting I issued an addendum that all four contractors received and they noted on their contracts that they received addendum number one and two.

Ms. Minnis asked on the Intracoastal there is a deduction of \$25,327 deductive alternative on the second page, which no one else has? Did anyone speak to you about why they would recommend that or put that on there?

Mr. Lucas responded instead of a solid core in the addendum we did go ahead and tell them you are allowed to go with a solid core. All of the other ones included that in their face bid.

Ms. Beaugrand asked so we would really need to look at theirs at the \$275,000 minus the \$25,000, so it is about \$250,000 then?

Mr. Lucas responded yes.

Ms. Beaugrand stated plus their bond, so it would be about \$258,000 or \$259,000.

Mr. Dosch stated the only concern I have is as Susan indicated regarding the bonding issue that the bonding rate seems a little high with Intracoastal and that could be an indication of several factors.

Mr. Lucas stated one of the things Susan and I discussed was that Intracoastal is a smaller firm and it may be because they are smaller and it costs more.

Mr. Pincket stated the obvious concern that I have is the one that Mike already address and that is the difference in the bid prices. You have worked with Angelo Group?

Mr. Lucas responded yes. Jake is here from the Angelo Group but I have done a lot of work with them over the years. Next to Dicky Smith I have probably worked with them the most.

Mr. Pincket asked did you say they have done work on our complexes?

Mr. Lucas responded no, they haven't. They have done Murabella, King and the Bear, Sevilla, Waterleaf, Kernan Forest, Worthington and Marsh Landing Country Club.

Ms. Beaugrand stated as much as I like Dicky Smith & Company because they have done a great job but it is a dollar and cents issue. If it were a low bid from a contractor that we weren't as comfortable with I wouldn't care about the low bid so much but in this case I'm familiar with the Angelo Group.

Mr. Dosch stated they are indicating to complete the job in 90 days. Is there any recourse if they go to 120 days?

Mr. Lucas responded the timing and liquidated damages are not in there. In talking to Shelly and Stacie we are going to be shooting for Spring Break, so that is April.

Mr. Haber stated these proposals don't have liquidated damages, although I don't know that the intent of these proposals was to represent the actual contractual arrangement that we would have with these proposers. Liquidated damages are certainly a possibility. When you go through a formal RFP process like we did for this facility the RFP package includes a copy of the agreement that the District would enter into, so when you approve a specific contractor you also approve the contract that the District would enter into. Because we went through this less formal process what you would be doing today is choosing the contractor that you want to move forward with to construct it and I think the appropriate thing would be to authorize District staff to draft and begin negotiations of a contract. If it is a contract that you want to enter into prior to the next meeting then maybe authorize the Chair or some other board member for final sign off of that agreement. Just because it is not in these documents doesn't necessarily mean that liquidated damages would be excluded. If they said 90 days it is not uncommon to put 90 days and put that time is of the essence and anything beyond 90 days will have a set amount to be charged for liquidated damages.

Ms. Minnis asked the only one that bid clarifications and qualifications that is on this and no one else has it, was this standard that you went by? Does it deviate from anything we have talked about?

Mr. Lucas responded I think they put that in there just to reemphasize what was already discussed.

Mr. Jacob Myer stated we typically always include that in all the jobs that we bid. Sometimes we try to indentify some potential savings. If you look at item number 15 we offer a deduct for using duct cord, which the drawings call for all duct work to be sheet metal.

Ms. Beaugrand stated there is another qualification on number 13, as well.

Mr. Jacob Myer stated that is if you get in there and you find out that there are cracks and existing cracks. You don't know until you get under there and pull the carpet up.

Mr. Pincket stated the other bids would not include that either.

Ms. Beaugrand stated that is why I pointed it out, so it would be consistent.

Mr. Jacob Myer stated if we discovered that it was cracked down the center then it would be an existing condition and then we would have to come back to you all to discuss.

Mr. Pincket asked my understanding with the amount of this bid that there are absolutely no rights that any of these proposer's have to challenge or contest in any way?

Mr. Lucas responded that is correct.

On MOTION by Mr. Pincket seconded by Mr. Dosch with all in favor Contract with the Angelo Group was approved & Authorization for Staff to Negotiate a Contract & Authorize Chair to Sign.

Mr. Lucas stated there is a change order that is a credit of \$16,493 on the pool deck lighting. Dicky Smith had given you an allowance of \$78,000 and once Dicky had all the specifications as to go ahead and price it he came back and gave you a credit. He discussed this with Susan because Dicky needed to go ahead and order all the light fixtures, so this is PCO number 75.

Ms. Minnis asked was this on an existing PCO?

Mr. Lucas responded it was on an existing change order, yes.

Ms. Beaugrand stated because it was a credit and because there was a time issue in getting the fixtures ordered and installed I went ahead and approved it based on previous conversations we had a year ago about certain things being nonmaterial to the budget.

Ms. Minnis stated the reason I am asking the question is because we have a list that goes from 76 to 103.

Mr. Lucas stated those are PCO's. The PCO that I just discussed had to do with a change order you already approved. Dicky Smith had given an allowance because at the time he priced it I didn't have the light fixtures, so once I gave him the specifications for the light fixtures he could get a firm price.

Ms. Beaugrand stated so now we are approving change order number 20 in the amount of a credit of \$16,493.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor Change Order No. 20 for a Credit of \$16,493 was approved.
--

Mr. Lucas stated in front of you is a document called Julington Creek Plantation Facility Improvement, which is dated October 7, 2009. It is a list of PCO's from PCO 76 to PCO 103. DJ Smith, Stacie and I walked the existing aquatics complex to find out if there was anything else that the facility needed while we were in the process of doing some renovation, so what we have compiled is a recommendation list of things that could be done to update your existing aquatics complex facility.

Ms. Beaugrand stated one thing you said to me the other day is that you felt that PCO 76 thru 81 were a must.

Mr. Lucas stated we tried to prioritize. There were things that we felt it would be best to go ahead and do them now as opposed to some things that you could come back and do later. I think ones that we thought would be important would be PCO 76. Since we replaced all the light fixtures on the pool deck with a different looking fixture we thought that we would try to compliment the light fixtures on the building, so PCO 76 in the amount of \$10,015 would replace 22 wall lantern fixtures at the building.

Ms. Beaugrand asked that is changing them from green to black, right?

Mr. Lucas responded yes.

Mr. Pincket asked how old are the light fixtures we have on the building right now?

Mr. Lucas responded they are the original ones from 1997.

Ms. Minnis asked besides the aesthetics of matching does the lighting stay the same with these light fixtures?

Mr. Lucas responded it will be the same. In the back of the building there are two exterior ceiling fans and a number of recessed cans and that is what PCO number 77 is for in the amount of \$776.

Mr. Pincket asked is the purpose aesthetics, as well?

Mr. Lucas responded yes.

Mr. Pincket asked how old are those fans?

Mr. Lucas responded they are original.

Mr. Jerry Hill stated we have had to do a lot of work on the existing light fixtures that are out there. We are always having issues with them around the building and replacing ballasts in some of them. Because of their age we have to do a lot of work on them. The one fan is discolored and it has rust around it as does the trim around the light fixtures.

Mr. Lucas stated PCO number 78 these are for the transformers for the lights at the pool. We found that one bank was actually buried under ground and another bank was not in the best conditions, so PCO number 78 is to remove and replace all pool lighting voltage transformers and replace with new compatible transformers. We are not even sure if all the existing transformers work. The amount of this PCO is \$3,522 and we strongly recommend this be done.

Ms. Minnis asked with the statement you just made that you are not sure they all work would this replace all of the transformers?

Mr. Lucas responded yes. You have a bank of transformers that are actually buried underground on the opposite side of the junior Olympic pool that they uncovered. PCO number 79 provides a dedicated 20 inch circuit, underground conduit to existing storage building electric power breaker and a waterproof outlet to each of the two competition pools for an amount of \$1,800. Stacie had requested the outlets, so that we have power out at the pool deck for competitions that meet. You have two new shade structures that are going on two new shade structures, so we will provide one power outlet to each shade structure.

Ms. Beaugrand asked where are the shade structures going again?

Mr. Lucas responded at the end of the competition pool on the side closest to the building. PCO number 80 is credit pool tile and coping repair allowance that totals \$5,000.

Mr. Maxwell stated there is a \$2,500 for each pool for pool coping repair and pool tile repair. Pool coping repair is insignificant. It is \$5,000 in the contract and if you want to replace the water line around both pools you can use it towards it.

Ms. Beaugrand asked so this is an additional \$4,509 to that \$5,000 allowance?

Mr. Lucas responded this would be an additional \$4,500 to replace all the tile. They don't make that tile anymore. PCO number 81, when they removed the pool deck it exposed a lot of the retaining wall and this is going to try and refresh that retaining wall a little bit. They

are going to remove and replace the top cap of the retaining wall and then they will pressure wash all the treated lumber and then come back and apply a solid body coat stain along the front of the retaining wall. PCO number 81 is for the amount \$1,859.

Ms. Minnis asked that is not within the structure of the pool?

Ms. Beaugrand responded no. That is where the pool deck ends and the burm starts.

Mr. Lucas stated PCO number 82 is to install two new pool showers to consist of 10 inch diameter wood piling, to pressure treat decorative wood battens, new shower valve, new shower heads, so this one is in the amount of \$2,594. You had existing showers but Stacie said you had problems with them.

Ms. Beaugrand asked so these are replacing the ones that are already out there?

Mr. Lucas responded yes.

Ms. Hernandez stated we have probably repaired them every summer for the past four summers.

Mr. Lucas stated so PCO 76 through 82 are ones that I strongly recommend going ahead and doing while Dicky is out there. PCO number 86, Stacie wanted us to add a shade structure over the wading pool, so it would be for a 14x15x6 inch aluminum shade structure. It is in the amount of \$6,430.

Ms. Beaugrand asked so it is like one of the ones with the green top?

Mr. Lucas responded that is correct. PCO number 83 is to remove and replace stucco wall paneling at the aquatics building adjacent to the outdoor concession areas. This area was damaged from the previous sign installation. This is in the amount of \$1,154.

Ms. Beaugrand asked is there a water intrusion issue there?

Mr. Lucas responded the stucco has been penetrated, so it needs to be addressed pretty soon. There used to be a sign on the wall that pulled away and when it pulled away it pulled the stucco with it. PCO number 84 is to remove damaged rock spores and apply two pressure treated wood trimmed boards. Along the top of your existing trellis there is a number of boards that are damaged or not in place and I guess they are constant maintenance, so what this is going to replace those boards and perpendicular to these boards I am adding some horizontally to help with the rigidity.

Ms. Beaugrand asked is this between the kiddy pools and then along the front of the family pool, right?

Mr. Lucas responded yes. PCO number 84 is in the amount of \$4,259.

Ms. Minnis asked is there any substitute for the wood trellises because we are replacing existing because they have rotted?

Mr. Lucas responded you could use more expensive board or plastic vinyl. We just need to make sure that when those boards are painted that they are painted on top and bottom. The top may not have been painted, so that may be why they rotted too. They may not have been secured right too, so by coming in and putting that additional board along the top is going to help. PCO number 85 is to remove and replace awning fabric and that is in the amount of \$4,251.

Ms. Beaugrand asked so those are completely different patterns on the awning material versus what the new stuff will be?

Mr. Lucas responded the new stuff is going to match what we have out here. PCO number 87 are to pressure wash all eaves, soffits, gutters, exterior walls, columns and all structures within the aquatics facility for \$1,692.

Ms. Minnis asked who would be doing that work? Is that Dicky Smith?

Mr. Lucas responded yes. This will be after they have completed all the new items, so everything will be cleaned up. PCO number 88 came about because Stacie informed me that the railing was a maintenance issue, so one thing that we proposed to do was to remove the railing at the walkway and sandblast the existing finish and apply new baked on powder coated black finish at a cost of \$2,695. PCO number 89 was to remove and replace fixtures by each pole light in the parking lot with Sternberg fixtures to match the new pool deck fixtures. You have five in the front of the building and along the sidewalk and if you were interested in replacing those you could do this for the price of \$14,207.

Ms. Beaugrand asked are we having an issue with those lights?

Mr. Hill responded those are lights that we have done a lot of work on with ballasts and things like that.

Ms. Beaugrand asked so is it necessary to replace the whole pole system or can we do something by replacing the fixture at the top of the pole?

Mr. Hill responded the work we are doing is at the top where the ballast is at. I think those are more decorative then they are for lighting.

Mr. Lucas stated one thing that we considered even on the pool deck was reusing your existing pole and replacing that with a head but the problem is since we don't have the specification on that pole and if we go to put a light fixture on it we have to be very careful as to what we can use.

Mr. Dosch asked are these the original poles?

Ms. Beaugrand responded yes.

Mr. Lucas stated PCO number 90 we looked at taking the glass block down and cutting all that concrete out and putting a new geyser in there and cleaning up the rings.

Ms. Minnis asked I'm glad you are specifically talking about the one in the parking lot but how is that currently cleaned today because there is thick stuff on it and with the glass block and the water we have I can see how over 15 years this has accumulated? Is there any mechanism to put a vacuum in?

Mr. Hill responded the pool guy cleans it but he only does it a couple times a year. He goes in and drains it and pressure washes it.

Mr. Lucas stated you are still going to have that build up. We are going to eliminate the glass block because there is nothing you can do to clean up the glass block. The glass block is cracked and aged.

Ms. Beaugrand asked wouldn't it be cheaper for us long term to blow out the fountain and landscape it and not have the ongoing maintenance?

Mr. Lucas responded that is what I asked.

Mr. Pincket asked is the cost of this \$11,000 in addition to the \$10,000?

Mr. Lucas responded no.

Ms. Beaugrand asked so the total is not \$21,000? It is \$11,000?

Mr. Lucas responded correct. Typically, in a new facility we would landscape that area.

Ms. Minnis stated I would rather see landscape then the junk that is on the bottom now. The other question I have and I don't see it listed here is the landscaping on the gratta? Who maintains that?

Mr. Hill responded Cornerstone does that.

Ms. Beaugrand stated my vote would be to blow it out. Maybe on this one we can price out the difference.

Mr. Dosch asked how much would it cost to build the kind of fountain that you are describing right now?

Mr. Maxwell asked you mean to modify an existing one?

Mr. Dosch responded no. Assuming we had nothing there.

Mr. Maxwell stated I would say anywhere from \$30,000 to \$40,000.

Mr. Dosch asked are the pumps over there for the fountain in good shape?

Mr. Maxwell responded we haven't had any work done on them that I know of.

Ms. Beaugrand stated so at this point we don't know if the pumps need to be upgraded or replaced at this point, so that could be an add on if we choose to renovate the fountain.

Mr. Maxwell stated the allowance was set up, so there is room for repair. We looked at some general improvements but you are going to get the lighting and the new fountain.

Ms. Beaugrand asked some electrical or enough to replace the pumps, as well?

Mr. Maxwell responded no, not the pumps.

Ms. Beaugrand asked so that would be additional?

Mr. Maxwell responded yes.

Mr. Dosch stated I would like to go back and take another look at the fountain and see if it is something we want to keep for this kind of money.

Ms. Beaugrand stated that one is a definite hold.

Ms. Hernandez stated you need to go when it is off.

Ms. Beaugrand asked when is it off?

Mr. Hernandez responded in the morning before 11 a.m.

Ms. Minnis asked what is the thing about seeing it when it is off?

Ms. Beaugrand responded so you can see the scum on the bottom of the fountain.

Ms. Minnis asked do you ever have a problem with kids climbing in it?

Ms. Hernandez responded yes.

Mr. Lucas asked would you like Dicky to price demoing it?

Ms. Beaugrand responded yes. I think it would be interesting to see what the alternative is if we were not to do the renovation of it.

Mr. Maxwell asked would you consider a raised planter?

Ms. Beaugrand responded that is fine with me.

Mr. Lucas stated PCO numbers 91 through 103 are additional interior improvements. PCO 91 is to remove the existing plastic laminate, sinks, faucets and replace them. The cost of this is \$3,216. PCO 92 is to provide plastic laminate interior and exterior countertops at the kitchen and check in areas and it also includes removal of existing countertops at a cost of \$3,845. PCO number 93 is to install with painted aluminum fusers in all restrooms at a cost of \$1,100. PCO number 94 is to remove existing lockers in woman's locker rooms and replace them with painted steel lockers at a cost of \$3,784. PCO number 95 is to install new toilets, urinals, ADA lavatory's access at a cost of \$10,386.

Ms. Minnis asked is that the ones that are on the inside and the exterior?

Mr. Lucas responded yes.

Ms. Beaugrand asked do they really need it or is that just a nice thing to have?

Mr. DJ Smith responded they can be cleaned up if you spend some time on them but they have all been there since 1997. A couple of them are cracked and some have rust from where they were held down.

Ms. Minnis asked don't they use chlorine when they wash down the bathrooms? Do they go in with a hose and chlorine?

Mr. Hill responded no. When they pressure wash it they use chlorine but they only do that once a year. Although, they are tiling them now, so that won't happen.

Mr. Dosch asked is the ADA the American Disabilities Act, so we will have to comply?

Ms. Beaugrand responded yes.

Mr. Hill stated some of them do now. It is just emphasizing they will comply.

Mr. Lucas stated PCO number 96 is to remove all existing shower faucets, trim and shower heads and replace with new brushed stainless shower and trim to be compatible with its existing in wall shower valves. The cost of this is \$2,815.

Ms. Beaugrand asked is this necessary and needs to be done?

Mr. Hill responded those are in bad shape.

Mr. Lucas stated PCO number 97 is to remove and replace all lighting fixtures in the aquatics building, in the men's restroom, enclose faucets above vanities and install additional recess cam lighting at a cost of \$2,610. PCO number 98 is to repaint ceilings in aquatics restrooms at a cost of \$1,467. PCO number 99 is to provide a decorative wood trim in men's and woman's restrooms at a cost of \$382. Right now, you just have an exposed edge and if

this would make for a cleaner look. PCO number 100 is to remove all existing toilet accessories and replace with a similar type new stainless steel accessories in all men's and woman's restrooms at a cost of \$4,713.

Ms. Beaugrand asked so that is in addition to PCO number 95?

Mr. Lucas responded these are toiletry accessories, like your dispensers, etc. PCO number 101 is to remove and replace existing BCT floor tile with new vinyl wood plank tile.

Ms. Beaugrand asked so is that similar tile to what we have here?

Mr. Lucas responded it will match. I wanted to keep it simple as far as the paint and use the same colors other there that we had over here. PCO 102 is to remove and replace all electrical light fixtures in the kitchen, storage, offices, etc. in the amount of \$2,510. PCO 103 is to provide for new Wilson Art plastic lamp work station in the amount of \$1,973. This specific countertop across the back gave a workstation and a cubby hole across the top and is similar to the workstations that you have here.

Ms. Minnis asked I assume PCO 76 through 82 need to be done now based on where you are in the construction?

Mr. Lucas responded correct. Anything that has to do with the deck those items need to be done prior to putting the new deck down.

Ms. Minnis asked then from 83 through 90, are any of these dependent on 76 through 82?

Mr. Lucas responded I added 86.

Mr. Pincket asked is that a time critical issue?

Mr. Lucas responded yes, because you are putting it on the deck.

Ms. Beaugrand asked so all of the rest of that stuff if we were to choose to do it would need to be done before the aquatics center opens in April?

Ms. Hernandez responded in March.

Ms. Beaugrand asked so if you look at the other sheet that was attached to your stuff we have \$858,277 that we already committed to. If you take these numbers less the fountain for the time being then that number would be \$97,327 and if you jump down to the Davis Pond office building and kill that \$300,000 and add the \$212,912, which is the Angelo Group then those three numbers together is \$1,168,512, so with everything else other than the fountain we have \$1,512,000 in cash. The existing aquatics building lighting protection is that in anything

that is already being fixed at the existing facilities? So the roofing repairs were not in the bid specs for the Davis Pond building either?

Mr. Lucas responded interior only.

Mr. Pincket asked so all the items on this sheet we haven't approved any of these?

Ms. Beaugrand responded we haven't approved anything other than the building.

Mr. Pincket asked and we are not being asked to approve any of those items at this point?

Ms. Beaugrand responded correct. Clearly the necessity is 76 through 82 plus 86 for timing purposes. I don't know if we need to drag this out or not. I don't think we are ready to do the fountain issue. What about all the other items that are listed here that have been on this wish list for months?

Ms. Minnis responded I thought that was all done when we built this building. You did additional work over in that building with communications and networking when you did this building.

Ms. Timbol stated along with the renovations they are going to be moving walls, so there is going to have to be an expense incurred to set it up again.

Ms. Beaugrand asked what is the communication networking number here relate to directly?

Ms. Timbol responded I think Mike came up with the number for the union tree monument.

Ms. Beaugrand asked what is that for?

Mr. Lucas responded Stacie had requested us to build a monument similar to this one in front of the existing aquatics complex, so that you could have the same capability over there as you do here as far as announcing events, etc. The \$30,000 in the communication and networking you are going to have to do Davis Pond because that is not included in Angelo's numbers, as far as the networking over there.

Ms. Beaugrand stated that is why I'm asking some of the questions. What we need to do is get those numbers fixed, so we can figure out what to do there. We are going to want to have the communications ready for when they get the demolition done. They are going to need to start doing the wiring pretty quickly.

Mr. Pincket asked the work that the Angelo Group is doing that they just bid on include the internal wiring of that entire building?

Mr. Lucas responded the electrical but not the phone service and not the data.

Ms. Hernandez stated we were waiting for the approval of whether or not we were going to do it, so now we can jump on that number.

Ms. Beaugrand stated you need to get the numbers relevant to the furnishings, as well.

Mr. Lucas stated one thing I didn't know is where you were going to store your furnishings. I didn't know if you wanted the Angelo Group to store it in something. I told them we would address that after the contract is awarded.

Mr. Pincket asked in terms of working on the communication networking I'd like for you to at least talk to a couple of people. I don't want to go to one person.

Ms. Hernandez stated we need to go with the company that does our communication networking now, so they can all integrate.

Mr. Pincket asked do you have to?

Ms. Hernandez asked do you want to redo everything?

Mr. Pincket responded no.

Ms. Hernandez stated it is a network that all communicates to one another. We have a point to point from this building.

Mr. Pincket stated I'm not convinced that we have to use the same vendor. I'm concerned that we will be held hostage pricewise because this guy thinks we have to use him. I'm not saying he is doing a bad job and overcharging us. I just want to make sure we are talking to more than one person.

Ms. Hernandez stated I'm not sure that is possible but we will try.

Ms. Minnis asked what are on the lower improvements the existing aquatics building and lighting protection allowance and the Davis Pond building lighting protection allowance?

Ms. Beaugrand responded it is lightening.

Ms. Timbol stated we have had such an issue with lightening strikes at that building. I don't know if it is attracting lightening but almost every time we have a storm we have an outage. We have had to replace the copier and fax machine. We had to replace another copier that was under warranty.

Ms. Beaugrand asked because of surges?

Ms. Timbol responded yes.

Ms. Beaugrand asked is it just there or is it at the pool facility too?

Ms. Benton responded it does affect the pool facility too because this summer it hit the transformer outside and it sent an electrical volt to our office area.

Ms. Beaugrand stated those are two more on your list to get the numbers for too.

Ms. Minnis asked did you see that the roofs needed repaired on both of these buildings? There is an allowance for \$5,000.

Mr. Maxwell responded Jerry had mentioned some concerns about a few areas on the roof that need touched up. I think we had proposals at one point to replace it but I think it was more money than anyone anticipated spending, so it was not included in the budget.

Mr. Lucas asked there was a stain in the Davis Pond building ceiling, do you know if it still leaks?

Mr. Hill responded I don't believe it still does.

Ms. Beaugrand asked is that around the window?

Mr. Hill responded yes. It has been fixed a number of times.

Ms. Beaugrand stated then you need to figure out the two issues on the roofing on both the aquatics center and the office building.

Ms. Minnis asked is there something we need to vote on tonight?

Ms. Beaugrand responded yes. We need to decide on the PCO's that are on these two sheets. Obviously, the ones that Mike had strongly recommended, as far as PCO 76 through 82 and 86 are ones that are time sensitive. The rest of them other than the glass fountain if we are going to do them then they are going to need to be done prior to when the pool opens.

Mr. Pincket stated if it is not going to slow down the opening of the pool in March I would prefer to wait one month. I would like to take the opportunity to walk through myself. I'm willing to move forward on the critical items tonight.

Ms. Minnis stated I did walk through with Brandi while the pool was open and I did see things hanging on the roof but now that I have a specific list I would like to walk through it again.

Ms. Beaugrand stated figure out what all the recommendations are on all of it and bring it all back next month.

Mr. Pincket stated in PCO number 80 it says the pool tile is to be selected by the architect but I would like to have someone involved in that process.

Mr. Lucas stated what we are going to try to do is match that tile as close as we can and then I will show it to Stacie and Shelly.

Mr. Pincket asked what are you going to match it to?

Mr. Lucas responded to the gutter tile.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor PCO Nos. 76 through 82 & 86 were approved.
--

Ms. Harless stated at the last meeting we had discussed the fitness room transition and this is a packet of estimates to turn that room into an aerobics room. This is what we are proposing and is based upon the company's recommendation. I am passing out a sample of the nine millimeter of the teri-flex flooring and it has been out for 30 years. In that packet just based on what you had requested there is a table of contents, which breaks down the whole cost of estimates that Jeri Jo and I put together. The grand tally is on page two. The signage is the signs that we have now. There will be six ceiling fans installed and a full mirror on the back wall, so on that back wall they would remove the Wayne's coating and the television. We would be able to use the two speakers to go into the ceiling for the audio sound system.

Ms. Beaugrand asked are we keeping the cabinetry that is there?

Ms. Harless responded the cabinetry will stay there. We will be able to put the amplifier and the sound system right into that cabinetry.

Ms. Minnis asked where did all that furniture go?

Ms. Harless responded it's in the café area.

Ms. Minnis asked that is all the furniture that was in there?

Ms. Harless responded yes.

Ms. Minnis asked where did the games go?

Ms. Harless responded one was broken and one is being fixed and then that is going to go in the camp area. We are hoping to put the television into the camp room for movie nights.

Ms. Minnis asked so this unit will be reused over there?

Ms. Harless responded exactly.

Ms. Minnis asked so you are getting something totally new?

Ms. Harless responded yes because we will no longer need the television.

Ms. Minnis asked so what you are requesting for audio on page seven is that equivalent to what you have upstairs?

Ms. Harless responded no. If you wanted change the very next page I would just put in there for a comparison of the sound system that we currently have. It is a little bit the same but obviously it is more expensive because we did put some money into the teen room originally with that sound system. We are able to salvage speakers. Steve is the audio guy who put in the sound system for both and he is going to upgrade our amp and give us the cost of the amp that we did have for the teen room. The reasoning for that is the amp that is provided is not a sound system for continual use. The amp that is in there will not have a microphone hookup and we need to have that for instructors. He is working with us and giving us a discounted rate because he can use a lot of the pieces we already have. His total for the sound system is \$1,220.95.

Ms. Minnis asked on the flooring were you able to find where they installed this product?

Ms. Harless responded exactly. If you look at the last page Jeri Jo and I did a lot of research on this and we got three different references. Everybody had nothing but positive things to say about it. There is no maintenance on it as compared to the wood flooring, which has to have yearly maintenance.

Ms. Hernandez stated the wood flooring is about \$1,500 a year.

Ms. Harless stated this flooring is easier to clean. The company's recommendation that did the flooring upstairs said they would not put a wood floor down there due to the location and the ramping. This company that installs the flooring do almost all of the schools around here. They do all the YMCA's. They did a lot of multi-functional rooms. Their recommendation is to go with the nine millimeter. Another thing you will notice on there is the nine is the highest grade of that teri-flex flooring and they are offering until December 31st of this year the nine millimeter for the price of the seven.

Ms. Beaugrand asked so it would \$10,000 instead of \$11,500?

Ms. Harless responded yes. If you read down below they will install it for that price. They will also take up the carpet that is in there now with that price. Because there are a lot of

specifications to put flooring down if we had another company or tried to do it ourselves it would void the warranty.

Ms. Beaugrand asked so that is why it is \$11,500?

Ms. Harless responded exactly. It is \$10,000 plus the \$1,500 for them to remove the flooring and use a special kind of solvent.

Ms. Minnis asked so they know how deep this carpet is and this is going to fit?

Ms. Harless responded yes. If we approve this they will come down and cut out a piece. It will not be more than this. If anything it would be a tiny bit less.

Ms. Minnis asked is it possible you are going to end up with this and not the thickness you want if they start pulling this up?

Ms. Harless responded no. In fact the difference of it versus a maple traditional flooring they never let you do that after the fact because of the way the slab is. The floor slab is lower, so your floor isn't raised up. If you were to put a maple flooring in there your floor is going to have to be up because it is on top of that slab, so this alleviates any kind of issue.

Ms. Beaugrand asked would we need to have a payment performance bond on something like this?

Mr. Pincket asked do you get a comp and liability insurance on everyone that steps foot on the property?

Ms. Hernandez responded yes.

Ms. Harless stated October 8th was our one year of being open with the room upstairs and we had over 20,000 participants in our group fitness program in one room alone. Just on our fitness floor alone we have had over 100,000 participants in over one year.

Mr. Haber stated in regards to the performance bond we shouldn't pay them until the jobs done and when it is then we will pay them.

Ms. Harless stated we might have to pay for the material first.

Ms. Beaugrand stated personally, I think we should do it.

Ms. Harless stated just from the perspective of being the director here a year that room is essentially empty and we have a space issue upstairs, so the fact that we could offer people a choice would be great.

Ms. Beaugrand stated assuming we approve it the cost of the renovation to the fitness room is \$17,760.95.

On MOTION by Mr. Dosch seconded by Mr. Pincket with all in favor the Renovation of the Game Room to be a Fitness Studio at a cost of \$17,760.95 was approved.

Mr. Pincket stated it looks like this does not include sales tax.

Mr. Dosch stated it should be tax free.

FOURTH ORDER OF BUSINESS

Application for Payment – Dicky Smith & Company - \$113,205

Ms. Beaugrand stated included in your agenda package is an application for payment from Dicky Smith & Company. Did you get your clarification?

Mr. Maggiore responded we did.

Ms. Beaugrand stated the pay request for this month is for work completed thru August 25th and it is for \$113,205.

Mr. Lucas stated pay request number 20 was for the meeting of the storage building and playground lighting and then the beginning of office modification. The total of that pay request is \$113,205.

On MOTION by Mr. Dosch seconded by Mr. Pincket with all in favor Pay Request No. 20 for \$113,205 was approved.

FIFTH ORDER OF BUSINESS

Discussion of Recreation Fees

Ms. Hernandez stated at the last CDD meeting I handed out the current fee structure, along with the proposed fee changes to years 2009/2010. The only thing that I would change to the paper that I gave you is to the guest’s daily fees under sports flex where you have a \$5 fee per day per person. I would like to have that coincide with the houseguest pass, so that it would read \$5 for the seven visits to expire in one year from the date of purchase.

Ms. Minnis asked it’s an additional fee?

Ms. Hernandez responded that would be a daily guest fee. It is \$5 per visit or \$5 for seven visits at just the sports flex.

Ms. Beaugrand asked so instead of per day per person it would be for seven visits per person?

Ms. Minnis responded my in-laws neighbors have a 15 year old that skateboards but his friend doesn't live in here and he would be more likely to bring a friend and spend the \$5 for seven visits.

Ms. Beaugrand stated I was fine with all the changes that you have. Was there anything in particular that we got complaints about during the year relevant to the fees?

Ms. Hernandez responded I had the front desk create a little log on anything that seemed to repeat itself during the year and when the pool opened up I believe people were taken back with the whole guest fee structure but when we reminded them that they have always had to pay for their guests and now that we are able to record it better because it is in the computer they are now realizing that they did use 12 guest passes.

Ms. Minnis stated from what I observed I would see someone bring someone for the day. Is that all on one guest pass?

Ms. Hernandez responded yes.

Ms. Beaugrand stated one of the changes that was curious to me was on the third page was where you have the four hours for the deck and the pavilion on the off season. Have we had requests?

Ms. Timbol responded Stacie has had quite a few.

Ms. Hernandez responded many times when I have taken people on a walk through to the banquet rooms I have had an overwhelming amount of people ask if the pool areas or the café pavilion was available for rental and every time I have had to tell them no it is just these facilities. It has been small and large groups asking if they can have a big event out there and I have to explain the pool season. I suggested that while we have a six month down time that we could really capitalize on those areas. The café pavilion would also be during that seasonal time.

Ms. Beaugrand stated obviously, if the café pavilion is rented and the pool is open you are going to have to take traffic a different way.

Ms. Hernandez stated this would be during the off season with the café pavilion.

Ms. Beaugrand stated the comp pool is still going to be open, so if you have an event out there in a square area you are going to have to direct people out to the pool a different way.

Ms. Hernandez stated the pavilion would be something that would be structured around a specific event because many of my events that go on are evening events. If someone asked

for something in the middle of the afternoon I would probably have to tell them no or find out what is going on over there, so there isn't that overlap.

Ms. Minnis asked do we need to have another public hearing to adopt these?

Ms. Beaugrand responded yes.

Mr. Haber stated for that public hearing there are two notices that need to be published at least 20 and 21 days prior to the public hearing date. It won't take me long to prepare those notices but I don't know about the lead time the newspaper needs.

Mr. Oliver stated I would suggest having it at the December meeting, so we have enough time for the newspaper publication.

Ms. Minnis asked with the plan that they would become effective January 1st?

Mr. Haber responded yes. In the resolution you can set forth the effective date of the rates, so it is up to the board.

Ms. Minnis asked can we make them effective the day we pass it?

Mr. Haber responded yes.

Ms. Hernandez stated I am telling people that are booking into next year that we may have some fee structural changes.

SIXTH ORDER OF BUSINESS

Approval of Pay Request No. 328, Payable to Basham & Lucas Design Group, Inc., in the Amount of \$300.00

Ms. Beaugrand stated included in your agenda package is pay request number 328 in the amount of \$300.00 for Mike's attendance at the Chalet meeting. Is this supposed to be an additional pay request for Basham & Lucas?

Mr. Lucas responded yes.

Ms. Beaugrand asked so would this be 329?

Mr. Oliver responded yes, it would.

Ms. Beaugrand stated for \$9,940.00 is for construction documents for the office building and then the additional services that are not in the contract, which are for meeting attendance and different things relating to the pool, etc.

Mr. Lucas stated before Dicky could go ahead with the site lighting we had to repair the site lighting that was there. There were things that had to be done to the existing pool deck.

On MOTION by Mr. Pincket seconded by Mr. Dosch with all in favor Pay Request No. 328 for \$300.00 and Pay Request No. 329 for \$9,940.00 for Basham & Lucas was approved.

Ms. Beaugrand stated in front of you is an additional pay request for the work completed thru September 25th for Dicky Smith & Company.

Mr. Lucas stated this is pay request number 21. This will be for the remainder of the storage building. This will be for the change order that you approved for the storage building interior modifications. This is for the remainder of the existing aquatics complex, the existing aquatics office, interior modifications and then this is pool deck demolition, miscellaneous. We started the marcite demolition on the competition pool. Then they just started on the family pool for demolition. This is for the amount of \$102,028.

Ms. Beaugrand stated we are looking at pay request 21 from Dicky Smith for work that has been completed thru September 25th at the old aquatics center and some work here too. Change order 18 is here and change order 15 is here.

Mr. Pincket asked we just approved change order 18?

Ms. Beaugrand responded on change order 18 there is some work that was not completed in August, so this is the additional work taking it to 100%.

On MOTION by Mr. Pincket seconded by Mr. Dosch with all in favor Pay Request No. 21 for \$102,028 to Dicky Smith & Company was approved.

SEVENTH ORDER OF BUSINESS Consideration of Audit Engagement Letter

Mr. Oliver stated Berger Toombs was selected by the RFP process to perform the audit for fiscal year 2008 and we received a renewal from them to do the audit for fiscal year 2009. It is at a fee of \$5,000. We budgeted \$5,200. The only thing we ask tonight is to approve the engagement letter subject to review by counsel and then allow the District Manager to execute the letter.

Mr. Pincket asked what did they charge us last year?

Ms. Beaugrand responded \$4,750. It was \$3,000 to the general fund and \$1,750 for the recreational fund.

Ms. Minnis asked is their agreement for two years?

Mr. Oliver responded the RFP is good for three years and it is a one year contract with two one year renewal offers.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the Audit Engagement Letter with Berger Toombs to Perform the Audit for Fiscal Year 2009 at a cost of \$5,000 was approved, subject to review by District Counsel and final execution by District Manager.

EIGHTH ORDER OF BUSINESS

Consideration of License Agreement with the American Society of Composers

Mr. Haber stated this is an entity that was initially was in touch with the recreational facility staff primarily Stacie. It is a legitimate entity. They represent a number of composers, authors and publishers. They have a whole library of music and they make sure those commercial entities that are listening to the songs or other pieces of intellectual property are properly paying for the use of those intellectual properties. Initially they contacted Stacie and they initially wanted to charge the District for any music the District was playing that would include any music being played in any of the fitness classes and hold music on the phone. They sent Stacie a number of contracts that had various numbers of rates as high as \$3,000, so Stacie brought me into the loop. I researched it and it is valid and they are entitled to do this. We also looked at our contract with Direct TV and that contract as a result of the XM Sirius subscription we have covers our use of music in fitness classes and our on hold music; however, it doesn't cover music that one might hear in a commercial or a television program. They came in and they counted every television in the facility and they had a rate schedule for televisions. I went around and asked a number of lawyers in my office how their Districts were dealing with it and it was brought to my attention that there is actually a special local government fee and that they don't count televisions for potential usage they look at the population of the governmental entity and in our case we are at the lowest end, which is 50,000 or fewer, so the rate we would pay to cover for all the Districts usage is \$305 a year. We have a number of Districts that we represent that have entered into this contract and have agreed to pay that fee. If you have read this in any detail there are procedures you can go through to request a copy of all the artists that this covers. It has been our general recommendation to be safe to move forward and pay the \$305 for the license for the year.

Ms. Minnis asked who came in and counted our televisions?

Mr. Haber responded an ASCAP representative.

Ms. Hernandez stated I was reluctant to just agree to any kind of contract. I never had a good feeling about it, especially when it was \$3,552. Then two days later I got another one for \$655. A month later Kim started getting them with different figures.

Ms. Beaugrand asked from the same people or different people.

Ms. Hernandez responded yes. Then finally in April I communicated back to them and told them I didn't think they knew where we were or what we did and I pretty much refused to go any further with them until I felt comfortable that they knew what they were doing. I did contact Wes and we composed a letter that we sent to them. They came back out and they ran the area in May and counted the televisions and then I got another letter on May 6th for \$655. Then in September I got another letter for \$1,241 and then Wes got involved again and then I finally go the last one for \$305.

Ms. Beaugrand asked so we are stuck and do not have a choice?

Mr. Haber responded I think so.

Mr. Pincket stated it is a legitimate organization. I am familiar with ASCAP. I have dealt with them before. Wes, you say that they represent a group of musicians, authors and composers but there are some they don't represent.

Mr. Haber stated you can order their catalog.

Mr. Pincket asked who is the competing organization? Can we expect a knock on our door because we might play some of their music next week?

Mr. Haber responded I'm not sure. I can look that up.

Mr. Pincket stated I think there is only one other organization.

Mr. Haber stated as far as I know there have not been any Districts that have been approached by BMI.

Ms. Minnis asked was this their local representative?

Ms. Hernandez responded they were coming down from Georgia.

Ms. Haber stated I think the representative may have been local.

Ms. Harless stated I did do some research and check other facilities with some other directors and they pay it.

On MOTION by Mr. Pincket seconded by Mr. Dosch with all in favor the License Agreement with the American Society of Composers, Authors and Publishers at a cost of \$305 a year was approved, subject to District Counsel review.

Mr. Pincket asked, “Stacie, you said you were reluctant to enter into a contract for \$3,000 but what authority do you have from a dollar standpoint to enter into anything?”

Ms. Hernandez responded before I contact Wes or the board I always try and do research, so before I would even talk to this gentlemen on the phone I wanted to find out more information.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Recreation Facility Manager

Ms. McVeagh stated we have the president of the Prada and the swim teams here to discuss the payment options for the aerator that we had talked about at the last meeting.

Ms. Benton stated I spoke to the guy at Living Waters and he did talk about that October was our deadline. They jumped up from giving us off \$500 to \$1,000 and because we didn't meet that deadline we can no longer get that. He did also say that the warranty we discussed would start when we would actually purchased it and when it gets here. They couldn't prorate it and they could not hold it for shipping.

Ms. Beaugrand stated it is mute point now anyways. The reason we asked that question is because we were talking about pre-purchasing it to get the discount and having the warranty not start.

Ms. McVeagh stated so if you were to purchase from Living Waters it would be \$6,000 as opposed to \$5,500.

Ms. Beaugrand asked as far as the swim teams are concerned what did they want to do?

Ms. Dana Bacon responded I am the president of Porpoises and nothing has been proposed to us as per cost and what we may be expected to contribute.

Ms. Beaugrand stated because we just found out what kind of price.

Ms. Bacon stated we are willing to contribute. I would also have to bring it before my own board for approval of how much they would be willing to contribute.

Mr. Jack Jones stated I'm with the Piranhas. What happened to the possibility of having a staff member that could build one for less?

Ms. Beaugrand responded for liability issues we didn't believe it was worth it. We were hoping you were here last month because we had a detailed discussion about it. With counsel advice we just felt that it wasn't worth saving a little bit of money to have the potential for an unfortunate event.

Ms. Bacon asked once this is purchased and there are two or three bodies contributing to the purchase of this that would be responsible for the maintenance of it?

Ms. Beaugrand responded that is an issue that we have to figure out.

Ms. McVeagh stated Stacie and I have talked about if the two swim teams were the ones that were purchasing it and the CDD wasn't contributing we thought they should be the ones to be putting it out at night and taking it away in the morning because they are the first ones there in the morning and they are also the last ones using the pool.

Ms. Beaugrand asked both teams or is there one in particular.

Ms. McVeagh responded they take turns.

Ms. Beaugrand asked did you all have an alternative suggestion if it was a shared cost?

Ms. McVeagh responded then we would probably contribute putting it in and out.

Ms. Beaugrand stated I think it makes sense for the swim teams to be in control of putting it in and taking it out but she asked about the cost of maintenance. If staff can get together with the two teams and figure out a proposal to the board as far as the Living Waters.

Mr. Jones asked is this something that will be helpful to you to lower the temperature of the pool even when we don't have swim team?

Ms. Benton responded for the community, yes. Do we have an overwhelming number of people complaining? No.

Ms. McVeagh stated not this summer since they still have the option to come to the aerated pool over here.

Ms. Beaugrand stated I would like for you all to get together and figure out a plan between the District and the two teams and how the cost gets broken up, how they get taken in and out and the ongoing maintenance.

Mr. Jones asked since you brought up the liability issue of having one made wouldn't there also be one for having volunteer swim team members putting the thing out and taking it down.

Mr. Haber responded there are liability with everything that is going on at this facility and having people come here. The liability issue I raise with respect to having one homemade versus buying one from a company that makes them is that as long as it is being used in a matter described in the directions and there is a malfunction then the District has something they can go against if there is damage, whereas, if we make it ourselves the only person we have to blame are ourselves. If you rely on the swim teams to put the machinery out and put it back in then there is some additional risks. There are always additional risks. There is also additional risks that our own employees may not operate the machine the way it is supposed to be operated, so there is risks in everything we do.

Mr. Pincket stated if you look at the pictures of the homemade one that we were thinking about versus the one that is built professionally by the company you will see there are risks. Then there are cords running off of that that are a little more dangerous and may not be safe for being around pools. As Wes just said this one is designed and constructed to be poolside.

D. Manager

There being one, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors' Requests / Audience Comments

Ms. Minnis stated Stacie brought up at the last meeting that they had a meeting with the POA and they talked about who has responsibility with landscaping. The reason this came up was because when I was coming back from the doctor Cornerstone was almost all the way down on Race Track Road by Durbin Creek Elementary. I remember the discussion by Stacie at the last meeting that they had this discussion and it was put up on the website and in here it references Butterfly Ranch. In previous meetings we have this unwritten agreement that we

maintain the roads because of the bonds. At the November 13th meeting you said our obligation was as far as we built the road. We built the road up to Bishop Estates and Durbin Creek. Now we have gone a ½ mile more down the road to Butterfly Branch but then I saw them and they were doing both sides of the road where we have nothing on the north side of Race Track. Our boundary is expanding under this agreement that doesn't exist that we must maintain and this is exactly why I have been asking for this agreement over the years. In previous meetings we have had residents that live in this area come and we said we weren't going to expand the scope of mowing because it would increase the price, so now we have increased it up to Butterfly Ranch but what about the people that live between Butterfly Ranch and down to Durbin Creek Elementary. We have now said at a previous meeting we wouldn't go beyond Bishop Estates and now we are up to this point. What is to say that we aren't going all the way down to Durbin Creek? What is our legal boundary to mow?

Ms. Beaugrand asked the Cornerstone scope of work that we put out for the RFP this year went to what point?

Mr. Pincket responded there is no where in the scope of work Butterfly Branch. It states that we do Race Track Road and State Road 13. It never states Butterfly Branch.

Ms. Beaugrand asked but when you took them out there?

Mr. Hill responded I took them all the way down there because that has been mowed now for the last two years by us, so I took them to every area that we had been mowing with Trim Terrific.

Ms. Minnis stated that is 1 ½ miles beyond what we are required to do.

Mr. Hill stated that was being mowed when I started working here.

Ms. Beaugrand asked were we paying for that to them?

Ms. Hernandez responded yes but it fell within our budget allotment and because we were having so many complaints from the homeowners that live in that area because it wasn't maintained and it was looking horrible and we had money in the budget, so we went ahead and started mowing it.

Mr. Haber stated generally speaking when a District is established you submit to the county a plan of what the improvements are for the District and to the extent that it includes roads that are only going to be conveyed back to the county and if the plan includes landscaping the county will say if there is enhanced landscaping in the right-of-way on a road

that is going to go to the county and the county says you can put in that landscaping but please note that we are not going to maintain that landscaping for you. To the extent you give us the road we will do the same maintenance we do for all of our right-of-ways. If I had to guess what we are doing now is because the District wanted something greater than what the county was willing to do and that is the only reason we are doing it. I think if we told the county we are no longer doing it then the county as a result of their ownership of the road and the right-of-way would say we will do it. I think that is probably the way it would work.

Ms. Minnis stated I have been asking for this to be established. Matt has known about this. Matt went down when they wanted to expand their doing the work on Race Track on State Road 13. The state was going to come in and put in \$250,000 worth of landscaping and the county expected us to pay for it from here down to Roberts Road. I remember the resident's comments but one of the complaints has been the cost of the mowing that will be due. The trees that are down Rack Track Road were put in by the county and we refused to pay for additional landscaping on that road, so now we are doing the mowing for the county on their landscaping that they put in.

Mr. Maggiore stated but the reality is, either we do it or it doesn't get done.

Ms. Minnis stated I'm saying that I think we need to establish it because if you go back in the minutes we said we weren't going to do it, we weren't going to pay for it, we weren't going to add the additional costs and now we have. We just need to establish this is where we are going to mow and we will pay for it and then set the record straight that these are the boundaries. Every time we have a RFP and we change we need a boundary that we can stick too because it has changed and it's changed because it's not written. It is not written by our District.

Mr. Dosch stated along with that written agreement I think we need to update these drawings, which date back to 1997, which there are some discrepancies in as to who should be doing what. If we are going to update a scope or description of what the CDD is doing then I think we need to update the documented drawings.

Ms. Minnis stated the other thing is because we do have the agreement with the POA. Should we have Del research it and bring it back as a proposal?

Mr. Haber responded I don't think that is a bad idea.

Mr. Dosch asked can I go to England-Thims & Miller to get support as far as pricing to update the documents and bring it back to the supervisors for review?

Ms. Beaugrand asked what is it that actually has to be updated?

Mr. Dosch responded as an example, the strip between the fence and the sidewalk. In here it identifies it as the CDD's because it is in the landscape plan but according to this it could be the POA's and based upon our meeting the POA had agreed to take care of a portion of that strip. It appears to be.

Ms. Minnis asked when you read the legal description of the JCP CDD, could a surveyor say this is POA land if you look at those boundaries?

Mr. Haber responded the CDD has a boundary. A legal description that describes the boundaries of the CDD and presumably it is a legal description that closes one piece of property.

Ms. Beaugrand stated actually in this case two pieces of property.

Mr. Haber asked because of the amenity facility?

Ms. Beaugrand responded no because you have River Oaks and you have the part of the CDD that is south of Race Track and you have the part that is north.

Mr. Haber stated okay, so you have three distinct pieces of property that all make up the boundaries of this unit of government just like a city or a county has its own boundaries. Then within those boundaries there are thousands of property owners, including the CDD is a property owner, the POA is a property owner and each homeowner is a property owner. Presumably, whether it is by conveyance on a plat or deeds there are records that will show what each entity owns within the boundaries of the District. I have never done a due diligence to go to see what the POA owns and what the CDD owns but records exist showing what each entity owns. With that said, the county probably owns properties within the boundaries of the CDD. They own the right-of-way that we are maintaining, so that adds a little complexity to the situation because we are maintaining property that is owned by the county.

Ms. Minnis stated and JEA owns land. Should we give Del an approval?

Mr. Haber asked what did you have in mind about doing as far as bringing something back to the board?

Mr. Dosch responded I would like to bring back to the board a proposal that would update both on a legal basis and possibly to use in a contractual basis when we renew the

annual maintenance and grounds contract, so it clearly defines the difference between the POA property and the CDD property.

Mr. Maggiore stated my only point would be that both the POA and the CDD are maintaining a lot of property they don't own, so it's not simply a matter of ownership. What you own and you maintain is probably a lot less than what you maintain and you don't own.

Ms. Beaugrand stated like the right-of-ways because we don't own those.

Mr. Maggiore stated I know at one point we went to the county to try to find that document and I don't think we were able to find that.

Ms. Minnis stated Jonathan had looked, as well. If we just take it upon ourselves to work with the POA and come to an agreement, so we don't have this question and then if either one has a RFP they have something to work at.

Mr. Haber stated I haven't read those November minutes in awhile but I think what that is probably speaking to is if the District constructed an improvement with bond funds under the trust indenture the District is obligated to maintain the improvements they constructed with those bond funds. If you can identify the specific roadways that were paid for by bond proceeds even if they were dedicated to the county then I think there is an argument that the bond covenants can be interpreted that the District has the obligation to maintain those improvements because they were paid for with bond proceeds.

Ms. Beaugrand stated we know exactly what those roads are.

Mr. Haber stated it seems pretty clear that either the CDD or the HOA is maintaining a number of things and I don't know if it is worth the time and the due diligence to figure out who owns what considering that we are maintaining a lot of things that we don't own. We need to get an understanding of what the CDD is going to maintain and what the HOA is going to maintain and then when residents come and say why are you stopping here then you can say because we have discussed it and that is where we decided to stop and we don't have any obligation to go any further.

Ms. Minnis stated we can look at this at the beginning of the year but at least start the process. If I have information that I want to give Del can I give it to Jim to pass to him?

Mr. Oliver responded to the extent that the attorney will let me.

Mr. Haber stated if you just have documentation that are records that you think would help Del with his research then you can send those through us and we can get those to Del. You don't want to communicate with Del on those documents at all.

Ms. Minnis stated that is what it is. Next month Diane Battle would like to be on the agenda to talk about the new POA website.

Ms. Beaugrand stated I referred her to Shelly.

Ms. Minnis asked should she just comment under audience comments?

Ms. Beaugrand responded yes. I suggested to her that she come to the meeting tonight.

ELEVENTH ORDER OF BUSINESS

Audience Comments

Mr. Brian Williams stated last night I noticed a number of people hanging around the pool and there was one lap lane open. I feel like there should be some policy that is giving the right to the members of the facility to get in there. I'm used to seeing two or three lap lanes open and last night there was only one. There were a number of adults that were hanging out waiting for the swim team to start wrapping things up.

Ms. McVeagh stated I'm not sure how many members are in the Loggerheads Swim Team but I think there is close to 180 or 190 swimmers now and also on Monday nights there is aqua aerobics from seven to eight. We have also discontinued our swim lessons. Last winter we did all of our swim lessons during the evening hours and we discontinued swim lessons for this year due to the swim team growing and also wanting to still offer adult lap swimming lanes. There is supposed to be two lanes open for adult lap swimming. The one lane had reached four lap swimmers and the aquatics supervisors are supposed to monitor that, as well as the head coach, so I'm not sure how many swimmers were in the lane at the time. We have discontinued programs and moved program timing to accommodate the lap swimming.

Ms. Beaugrand asked so can aqua aerobics not be in this pool?

Ms. McVeagh responded this pool is closed and its deep water aerobics.

Ms. Beaugrand asked do you remember how many swimmers were in a lane when you were there?

Mr. Brian Williams responded I was sharing a lane with one other person.

Mr. Pincket asked so the policy is if there are four swimmers you open up another lane?

Ms. McVeagh responded yes.

Mr. Brian Williams stated I'm not sure that works because the people that are swimming are people that are working out for triathlons to people that are very elementary swimmers and you do not have the same traffic pattern that you do when you have swim team. In my opinion, you are pretty limited to two people per lane.

Ms. Hernandez stated we probably changed times for all of our programs at least two times in the last six weeks, so we are continuing to monitor it and we are trying to change it. I swim every Monday, Wednesday and Friday morning from 5:30 to 6:30 and that has grown from eight people to 15 to 20 people. I share a lane with three to four adults. I move myself and I encourage other people to move themselves. It is not the best way to workout. I wish everyone had a lane to themselves. What time were you in the water?

Mr. Brian Williams responded I got there a little early probably about seven. If I remember correctly the swim team time was 3:45 to 8:00. Is that more than one swim team?

Ms. McVeagh responded no that is just one swim team with about 180 to 190 swimmers. They tried to cram all their kids into five lanes and they too, can't get a workout also. I know a lot of them have districts and regional's coming up.

Ms. Beaugrand stated we did an eight lane pool, so we would have more capacity here, so we would always have two lanes for other people other than the swim team. I know the swim team makes money but at some point we have to limit the membership of the swim team, so that other people have equal time in the pool.

Ms. Minnis stated I have had complaints from parents of the swim team if there is a cap on the number of people you put on a swim team. Is there any kind of handout for swim etiquette?

Ms. Hernandez responded we have that. It was at the aquatic complex but we can look for it again.

Mr. Pincket asked so what I'm hearing is that if there are three swimmers in the lane and the fourth is getting ready to get in then you are supposed to open a second lane?

Ms. McVeagh responded correct.

Mr. Hernandez stated I need to sit down with Mark and talk about the swim team.

Mr. Lance Appleton stated I actually came for the same reason. It seems to me one of the biggest problems is the hours. I don't understand why the hours got moved to 8:00. I

loved coming down when the pools were open till 9:00 because then you would have a good hour to get in even if it was crowded with lap swimmers and now it is impossible. I was hoping to get an explanation of the hours.

Ms. McVeagh stated the hours are reduced to the summer season being over. Last winter and spring the hours were until 8:00 also. Just due to the attendance going off of last year is what we based this winter and spring hours on.

Mr. Lance Appleton stated it is still summer this week.

Ms. McVeagh stated it is this week but next week it is going to get back down in the 50's. Last year, I was here and I was a supervisor and then from there I got promoted and we had maybe one or two people out here.

Ms. Beaugrand stated we have to balance the resident/member usage with the cost to run the facility. In the perfect world you are absolutely right but it is not just one two lifeguards out there. It is someone at the front desk, etc. We will never make everyone happy but we try very hard. They will keep track of traffic and try to adjust accordingly. We have been adjusting since the day we opened this place up.

Mr. Pincket stated one thing we can do is to make a note of the request tonight that there are people who want to swim later and if we have a lot of people requesting it then let's move the hours back to 9 for three weeks.

Mr. Lance Appleton stated it seems to me that the members of the community are getting short changed.

TWELFTH ORDER OF BUSINESS

Financial Reports:

A. Balance Sheet as of August 31, 2009 and Statement of Revenues & Expenditures for the Period Ending August 31, 2009

B. Treasury Report – August 31, 2009

C. Assessment Receipts Schedule

D. Check Register Summaries
1. General Fund

Ms. Beaugrand stated included in your agenda package is the check register for the general fund.

Mr. Pincket asked on the 2010 assessment roll a one time charge?

Mr. Oliver responded it is.

On MOTION by Mr. Pincket seconded by Ms. Minnis with all in favor the General Fund Check Register Consisting of Check #'s 1724 through 1729 was approved.

2. Recreation Fund

Ms. Beaugrand stated included in your agenda package is the check register for the recreation fund.

Mr. Pincket asked the charge from ADT Security Services appears to be a quarterly charge?

Ms. Timbol responded yes.

Mr. Pincket asked on page five the USA Swimming renewal fees, is this something we lay out and then get reimbursed from the swim team for these fees?

Ms. Hernandez responded yes.

Ms. Minnis asked so we pay out things and then the swim team reimburses us for a total of things that we pay for them?

Ms. Hernandez responded when you sign up for USA Swimming they will not accept individual checks from the swim team. They only want a check based on a team.

Mr. Pincket stated we probably don't advance the money. We actually collect it first and then we cut the check. Is the JEA bill for one month?

Ms. Hernandez responded yes.

Mr. Pincket asked is that consistent with what we normally pay?

Ms. Hernandez responded yes.

Mr. Dosch stated May Management called because two years ago I was negotiating with rates and they indicated they noticed their invoices were going up 20% because JEA increased rates, so you may want to aware of that. I think it was October 1st for residential rates.

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the Recreation Fund Check Register Consisting of Check #'s 4613 through 4769 were approved.

Ms. Beaugrand stated just looking at the budget from what we had budgeted for electric last year versus what we spent we are way over budget.

THIRTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – November 10, 2009 at 6:00 p.m. @ Julington Creek Plantation Club, 350 Plantation Club Parkway, St. Johns, Florida

Ms. Beaugrand stated the next meeting is November 10, 2009 at 6:00 p.m. at this same location.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Minnis seconded by Mr. Pincket with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson