

MINUTES OF MEETING
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was held Wednesday, March 25, 2009 at 6:00 p.m. at the Clubhouse at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Mike Yuro	Chairman
John Thibault	Vice Chairman
Brenda Griffey	Supervisor
Charles Sheppard	Supervisor
Rose Bock	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by telephone)
Heather Mickelson	Art of Living Director
Emile Benoit	GMS, LLC

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the January 28, 2009 Meeting

Mr. Oliver stated the next order of business is approval of the minutes of the January 28, 2009 meeting. Are there any comments or corrections to those minutes? If not, I ask for a motion to approve the minutes.

On MOTION by Mr. Sheppard seconded by Ms. Griffey with all in favor the minutes of the January 28, 2009 meeting were approved.
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THIRD ORDER OF BUSINESS

Public Hearing to Consider Rule for Rate Setting

Mr. Oliver stated the next order of business is the public hearing to consider the rules for rate setting. This public hearing was properly noticed in the St. Augustine Record on both February 23 and February 24. I ask for a motion to open the public hearing.

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

Mr. Oliver stated in the past this board has had to set rates for the district for any services they provide, particularly related to the Amenity Center. There are some other rates that needed some fine tuning, as well as rates that will be associated with the Spring Camp that is going to be held in April. We have consulted with Heather and she has suggested these rates. Most of them are a range which gives some flexibility. Again, it's in keeping with the requirement to have these rates set by the board in a publicly noticed hearing. You have the flexibility to change the rates if you want.

Ms. Griffey asked did the rates go up?

Ms. Mickelson responded a few of them did, but most stayed the same.

Mr. Sheppard asked do these rates just cover the cost or is there any margin?

Ms. Mickelson responded they just cover the cost.

Ms. Bock asked do you have progressive dinners anymore?

Ms. Mickelson responded I have never done one.

Ms. Bock stated I think they previously had some, but you are not supposed to consume alcohol, and that's what people wanted.

Mr. Oliver stated there are certain insurance requirements, as well as board approval for alcohol to be served on CDD property. Most districts stay away from that.

Mr. Yuro stated these fees are paid by the people who participate and basically cover the cost of the event.

Ms. Mickelson stated correct.

Mr. Haber stated the district is required, if they are going to change or have new fees for any services, that it be adopted at a public hearing. Unless there are any questions, I don't have any further comments.

Mr. Yuro asked has there ever been a rate for the Summer/Spring Break Camp?

Ms. Mickelson responded the camp has never been offered before.

Ms. Griffey asked do children in the development, as long as they enroll by the deadline, get first choice even over house guests of children living here? I'm hoping there's a stipulation to that.

Ms. Mickelson responded that's the way we did it for Summer Camp.

Ms. Griffey stated I think children living here should have first choice of spots and if there's anything left over after the deadline then you can open it up to cousins or whoever who are visiting.

Mr. Yuro asked are there any fees that went up significantly?

Ms. Mickelson responded the biggest one is Kids Nite Out. They are usually about five hours long, so I think it's pretty reasonable for everything they get.

Mr. Oliver asked are there any other questions by the board? Any questions by the public? If not, I will ask for a motion to close the public hearing.

On MOTION by Mr. Thibault seconded by Ms. Griffey with all in favor the public hearing was closed.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2009-03,
Adopting Rule Setting Rates**

Mr. Oliver stated the next order of business is consideration of Resolution 2009-03, adopting the rates that were published and included in the agenda package. Is there a motion adopting Resolution 2009-03?

On MOTION by Ms. Bock seconded by Mr. Yuro with all in favor Resolution 2009-03 was adopted.

FIFTH ORDER OF BUSINESS

**Consideration of Revised Amendment to
Traffic Study Agreement**

Mr. Oliver stated the next order of business is consideration of an amendment to the agreement between the district and Ayres Associates for the traffic study. They came back with an amendment saying St. Johns County had asked them to do some night work associated with the signage. They brought a fee of \$3,000. At the suggestion of the Chairman we went back to them and said this was a little steep, can we have this waived, and if not, can it be lowered. St.

Johns County held fast saying this is a requirement for this traffic study. They did come back with a lower fee of \$1,300. It's to the point now that we could try and fight it with the attorney, but you are going to have legal fees associated with that.

Mr. Thibault stated we embarked on this traffic study eight months ago. When we first started the process it sounded like it was going to be pretty easy. We were going to do a few requirements, get the private study done, and they were going to jump in and do the traffic study. How much money have we spent in total if we include this \$1,300?

Mr. Oliver responded I think it was a \$10,000 agreement. This would make it \$11,300.

Mr. Thibault stated my opinion is it's become pretty costly. I don't even remember why we were doing the traffic study.

Mr. Yuro stated when residents were calling the Sheriff's department complaining about people speeding or running stop signs the Sherriff's department said they don't have authorization to issue traffic citations. That's what this study was for. The need for this has gone down, in my opinion, since we have had the Sheriff's officers here, but they are only here four hours a night. We are paying them by the hour. It seems to me for what we have spent to date another \$1,300 is not out of line to get it wrapped up. I did call the county myself to ask about this and they weren't going to drop the requirement.

Mr. Thibault asked was this a requirement at the beginning, and if it was, was the consulting firm aware of this requirement and it was excluded from the agreement knowing they were going to have to come back later?

Mr. Oliver responded the consulting firm wasn't aware of it. Whether or not the county informed them, I don't know.

Mr. Yuro stated it has not been uncommon lately for the county to add additional stuff to the requirements. The county has a lot of free time on their hands right now and there seems to be additional requirements being added to a lot of different things.

Mr. Thibault stated it would make sense to me that some kind of night study would be necessary. I would have thought that somebody would have made that connection before now. Are they going to come back to us in three months and say we have to do something else?

Mr. Oliver responded there's always the chance that as a result of this study there will be some recommendations.

Mr. Thibault stated I don't mean adding signage.

Mr. Oliver stated they won't have additional work to do, no. The study will be complete. There may be some recommendations.

Mr. Yuro stated this was a comment from the county and I think it was the only outstanding comment.

Mr. Oliver stated correct.

On MOTION by Mr. Sheppard seconded by Mr. Yuro with all in favor the revised amendment to the traffic study agreement with Ayres Associates Inc. was approved.

SIXTH ORDER OF BUSINESS

Consideration of ASG Proposals

A. Gate Monitor

B. Lifeguard Staffing

Mr. Oliver stated the next item is proposals from Amenity Services Group. They do the lifeguard services here, as well as the pool monitoring services. Counsel has drafted agreements in case the board does approve these proposals so they can be executed in time for them to begin the gate monitoring, as well as the lifeguard services, for the upcoming Spring Break. These proposals are within budget. We, as staff, discussed some of the failures by ASG during last year's swim season and will discuss with them that they will be held to a higher standard this year, not only with their reliability in monitoring the gate and the lifeguard services, but also with the light janitorial services that are part of this contract. The staff will go in several times during Saturdays, Sundays, and holidays to make sure the trash is emptied, toilet paper is there, that kind of thing.

Ms. Griffey asked did the fee go up?

Mr. Oliver responded the fees did go up from last year. We did get their fees estimated when we went through the FY09 budget process and these fees are consistent with those.

Mr. Sheppard stated it struck me as kind of odd, and I'm not sure of all the duties a gate monitor would do, but we are paying \$15 per hour for somebody to stand there and watch the gate. Do they also substitute as lifeguards?

Ms. Mickelson responded they do, they rotate.

Mr. Thibault stated you have to be aware that the lifeguards are not making \$14.95 per hour. There are all the employee costs and that type of stuff that goes along with that.

Mr. Sheppard stated we are giving them a deposit on labor in advance. When I went back and checked we have already done that.

Mr. Yuro stated it looks like the deposit was more than \$2,000.

Mr. Oliver stated there were two deposits. This is the only company we deal with that requires a deposit. There aren't a lot of options, unfortunately, for lifeguarding services in Northeast Florida. We went ahead and locked them in with the deposits so we would have someone available. I made that authorization.

Mr. Sheppard asked is this scope of work adequate to operate the facility?

Ms. Mickelson responded it is.

Mr. Yuro asked how does this compare to last year's contract?

Mr. Oliver responded they had about a 3% increase over last year. Last year was the first year the district used the pool monitoring services.

Mr. Yuro asked have we bid this work out in the last year or two?

Mr. Oliver responded I don't believe we have. I think ASG was here before we were. The only two companies in the area that I'm aware of other than the YMCA, which has some pretty restrictive rules, are ASG and Elite Amenities. It's a difficult business because you are relying so much on young people to provide the labor and there's a certain unreliability of them showing up.

Mr. Haber stated the agreement that I prepared took in specific terms and conditions of the proposals in the agenda package, but more or less were a reflection of the previous year agreement. The previous agreement for the lifeguard also addressed swim lessons. I noticed the proposal in the agenda package didn't make any mention of swim lessons. I didn't know if they still intended to offer that or if the intent was to no longer offer swim lessons. If the intent is to no longer offer them, then the agreement that I provided you will need to be revised to remove any reference to swim lessons.

Mr. Oliver stated we will get clarification.

Mr. Haber stated I don't think ASG has seen these agreements I drafted. To the extent you approve them I would approve them in substantial form and authorize the Chairman for final sign-off. That way if any of the ASG representatives have any questions or comments on the agreement we can work through them without having to have another meeting.

Mr. Sheppard asked did we offer swim lessons at a fee?

Mr. Oliver responded correct. That's between the resident and the vendor. The money doesn't flow through the district.

Mr. Sheppard asked is counsel saying we need to amend this contract?

Mr. Oliver responded we will get clarification from ASG to see if they intend to offer swim lessons again this year.

Ms. Mickelson stated they are going to offer swim lessons.

Mr. Oliver stated then the agreement Wes prepared is fine.

Mr. Haber stated the only other tweak I made as far as the agreement I sent you is both proposals provided that the district will provide various supplies. I don't know that it was necessary that that be referenced or required for both services. In other words, I don't know that you needed the First Aid Kit and Biohazard Cleanup Kit for the gate monitor because it was required by the lifeguard proposal. Even though it was included in both the agreements I drafted, I only included what I thought was relevant to each servant in each agreement rather than requiring it in both agreements.

Mr. Sheppard asked why would we have two separate agreements if it's the same hourly rate?

Mr. Haber responded I'm not sure why they have two separate agreements. That's the way they have done it I think because the pool monitoring service was new. That's the way we have continued to do it, I think in large part, because we have the form agreement, so rather than spending the time to amend the agreements and put together a brand new agreement that would encompass both, it was a more efficient process to use the two.

Mr. Oliver stated I think it's easier to sever services, also.

Mr. Thibault stated with these agreements we are expecting to see two lifeguards and one gate monitor. Are they all supposed to be here at once?

Ms. Mickelson responded from 11 to 7. Some days vary on the off season.

Mr. Thibault stated if you have 741 hours for the gate monitor you would have 1482 hours for two lifeguards. We have 1658 hours. What's the variance? That is 200 extra hours that we are paying for. If there's supposed to be a gate monitor at all times there's a lifeguard the hours don't match up.

Mr. Yuro stated to the comment about supplies, there is in both contracts the cost of \$175 for the First Aid Kit and so forth. Hopefully we are not going to be getting two of everything and paying twice.

Mr. Thibault stated the difference in the hours is there are three lifeguards on the holidays.

Mr. Yuro stated it seems to me there is some potential for some overlap with this contract and what GMS does as far as general maintenance. I notice a lot of the general maintenance and cleanup includes bathrooms, as well as the testing that Rick Arsenault does. I would ask that staff monitor this closely so we are not paying three people for the same thing.

Mr. Oliver stated in terms of overlap for janitorial GMS is typically Monday through Friday, whereas this staff will be doing the light janitorial on weekends and holidays. As far as the testing of the pool, each day they are required to test the pool to make sure the readings are okay for the pool to be open. If it's not they will notify Heather and shut down the pool immediately and call Rick Arsenault to treat the pool. There are two different levels of service here. We can reconcile the hours with staff and ASG.

Mr. Thibault stated there is overlap if you just go by straight numbers and times. Whenever there's a holiday, for example July 4, it says two lifeguards Tuesday through Sunday, and on Saturday, July 4, it says three lifeguards. Are there going to be five lifeguards on that day?

Ms. Mickelson responded there will just be three.

Mr. Oliver stated Heather will make sure we are billed properly. For instance, when they didn't show up on Labor Day last year the district was credited. We will make sure the hours are right and you will only be billed for the hours the service is provided. If the board wants to approve these agreements in substantial form we can still get the agreement together and have it executed with the changes and have them on board in time for Spring Break.

Mr. Thibault stated according to this agreement we are not paying for hours, we are paying a set fee in incremental payments.

Mr. Oliver stated we have a relationship with that business to say this is what you are supposed to be doing, you didn't provide the service.

Mr. Haber stated I would make the recommendation that a sentence be added to the payment provision of each contract stating notwithstanding the foregoing payment terms, the

district shall not pay any amount in excess of any actual hours provided for any service set forth in the agreement, to make sure it's clear the district is only going to pay for actual hours performed and not just pay pursuant to the payment schedule.

Ms. Griffey stated where it talks about spring break it says two lifeguards on Friday from 2 to 6, but there's no gate monitor scheduled for that day. The same for April 17 through June 7, they have two lifeguards, but no monitor. You would think if they have a gate monitor every time they have lifeguards the hours would jive from schedule to schedule.

Mr. Thibault stated we will need clarification on that.

On MOTION by Mr. Yuro seconded by Mr. Thibault with all in favor the agreements with ASG for gate monitor and lifeguard staffing were approved in substantial form.

SEVENTH ORDER OF BUSINESS

Other Business

There not being any, the next item followed.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There not being any, the next item followed.

B. Engineer

There not being any, the next item followed.

C. Manager

Mr. Oliver stated we will present the proposed budget at the May 27th meeting. We will have the public hearing and adoption on August 26th. When we have the meeting on May 27th, if the board decides it wants to have the public hearing and adoption earlier than that we can as long as there are 60 days between May 27th and the public hearing.

D. Art of Living Director

Ms. Mickelson stated GMS repaired the "no soliciting" signs on St. Johns Golf Drive. They also sanitized the fitness center floor. We will be having a lifeguard meeting sometime this week or next to discuss the duties and hours.

E. Operations Manager

Ms. Bock stated under other it says removed four sheets of plywood made for a skate ramp. Did some residents do that and you had to remove it?

Mr. Benoit responded there was a trailer over by the cemetery and they were stealing plywood out of it. Somehow they got it from that point over to Pond 26 and put it in the drainage easement. They had taken some hay and was using it for target practice.

Ms. Bock stated we can't trace it back to whoever it was and charge somebody for that?

Mr. Benoit stated the trailer has been removed.

Ms. Bock stated GMS received pricing for a water meter at 380 St. Johns Golf Drive. Where is that at?

Mr. Yuro responded it's between holes 11 and 12.

Mr. Benoit stated we just received the check so I will be going downtown Monday to pay for the meter and we will get it installed.

Ms. Bock asked why would we do that?

Mr. Benoit responded there was not a meter there. We were basically taking water without paying for it. JEA told us we didn't have a meter there.

Mr. Yuro stated there was an electric meter there.

Mr. Benoit stated there's an electric meter there, there is a clock there.

Mr. Yuro stated none of it has been running.

Mr. Benoit stated everything was running but there was no meter there. There is two taps there, but no one ever put a water meter there. It was hooked straight into a valve.

Mr. Yuro stated for 380 St. Johns Golf Drive irrigation, I went back and checked and we have been getting monthly \$8.72 electric bills.

Mr. Benoit stated because there was a clock there. There is one zone there.

Mr. Thibault stated we shouldn't experience a significant increase in our water bill for that area, should we?

Mr. Benoit stated no, that area probably has about 10 heads on it, so it only runs for about 20 to 30 minutes. The bill should be no more than \$20.

Mr. Thibault asked how much did the meter cost?

Mr. Benoit responded \$2,000.

Mr. Sheppard stated I have a question for Heather. What kind of insurance do you require from the vendor for Tae Kwon Do, or is it covered by the association?

Ms. Mickelson responded they all provide their own insurance.

Mr. Oliver stated counsel looks at all the insurance policies.

Ms. Bock asked what is a button report?

Ms. Mickelson responded there are buttons throughout the community at different stops for the security guard. They submit those reports to me to make sure they are making their rounds.

Ms. Griffey stated what can you tell me about the erosion at 1069 Meadowview Lane?

Mr. Benoit stated we are monitoring it. I have talked to the resident. I'm waiting for a good storm so I can see where the erosion occurs.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Yuro stated on the invoice summary you sent us there is a bill for \$3,700 from US Bank.

Mr. Oliver stated that is a trustee fee for the services they do in accordance with the bonds. They have a fee and on top of that any other incidentals they may have in terms of FedEx, we FedEx requisitions to them. They are the ones that perform the bond call on May 1, as well as November 1.

Mr. Yuro asked is this a requirement until the bonds are paid in full?

Mr. Oliver responded correct.

Mr. Yuro stated the other question I had was on the Preferred Governmental Insurance Trust for \$7,800.

Mr. Oliver stated this is for assets that were not in the original asset schedule that were added on last year. The bill got lost in transit so they sent us a new bill. There were certain assets, such as street lights, that when Rich had a capital study done to make sure everything was on the insurance policy weren't carried forward, so he added them on. This bill was sent to the St. Augustine office and the accountant never received it so they sent a second one.

Mr. Yuro asked if something happens to the street lights should insurance pay for it?

Mr. Oliver responded any street lights that are owned by the district, yes, with a deductible.

Mr. Thibault asked is the deductible per street light or per occurrence or event?

Mr. Oliver responded I have only had one light go down at a time so it's hard for me to answer that. I would have to look at the policy because our deductible is \$5,000.

Mr. Yuro asked why is there two separate invoices to Preferred Governmental Insurance?

Mr. Oliver responded I will get more information and e-mail the board a short narrative.

Ms. Bock asked what is the invoice for Discount Auto Glass?

Mr. Benoit responded two mirrors in the fitness center.

Mr. Sheppard stated the insurance we were just speaking about, is that the \$16,000 item I see in the general fund?

Mr. Oliver stated you have two insurance items. One is the property insurance, which is on page 3 of the general fund, and you have the liability insurance, which is under administrative on the previous page. When you look at the variance column it will show a negative variance because the variance is based on a proration.

Mr. Yuro stated that insurance covers all the assets of the CDD.

Mr. Oliver stated correct.

Mr. Thibault stated under revenue, youth program income, the prorated budget is \$15,333 and we have only received \$237 for events.

Mr. Oliver stated most of the youth events that are fee based are what's coming up now with the Spring Camp and the Summer Camps. It is self funded.

Ms. Griffey asked do those figures pretty much match most of the time? Right now it's about \$500 off. You have spent \$728 for youth programs, but only collected \$237.

Mr. Oliver stated there may be some expenses Heather has incurred already. It will come into balance simply because if there's a difference in program revenues it's because the programs aren't as well populated so there won't be as many costs involved. This particular district has a pretty good history of using the programs.

Mr. Yuro asked why is what we have actually spent on security so much less than our prorated budget?

Mr. Thibault responded because of the police.

Ms. Mickelson stated we took two days away.

Mr. Yuro stated the security does not include the Sheriff's office.

Mr. Oliver stated it does include it, but what happened is although we had the budget hearing last year and adopted almost \$100,000 for that account, subsequent to that the board said

they wanted to find a more optimum mix and increase use of the deputy sheriff and decrease the use of the private security firm.

Mr. Yuro stated right now we are running under budget with the service we are getting.

Mr. Oliver stated correct. At any district we have used the sheriff's department it has been a big success.

TENTH ORDER OF BUSINESS

Audience Comments

There not being any, the next item followed.

ELEVENTH ORDER OF BUSINESS

Financial Reports

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

Mr. Oliver stated behind Tab A is the balance sheet, as well as the statement of revenues and expenditures for the period ending January 31, 2009.

B. Check Run Summary

Mr. Oliver stated behind Tab B is the check register. We have had some discussion on the check register, are there any other questions regarding the check register? If not, is there a motion to approve the check register?

On MOTION by Ms. Griffey seconded by Ms. Bock with all in favor the check register was approved.

C. Special Assessment Receipts

Mr. Oliver stated behind Tab C is the special assessments receipts schedule. It shows 89.11%. As of two days ago the collection rate was 93.38%, which is very good related to other districts we are working with right now. Despite the economy right now, it looks like we are going to be fully collected for the year, or very close.

Mr. Thibault stated we will probably be over. Assuming the next week goes by without jumping to 100%, all the penalties will start.

Mr. Oliver stated correct. People will lose the opportunity for the discount. At some point the tax certificate sale process will begin. The good news is we will be fully collected. We may have a small percentage of excess funds.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting –05/27/09 at 6:00 p.m. @ the Swim Club Meeting Room

Mr. Oliver stated the next meeting is scheduled for May 27, 2009 at 6:00 p.m. We will have the proposed budget at that meeting. We will have a proposed budget in the agenda package, but will also circulate one separate to that so any questions you may have we can discuss before the meeting.

Ms. Bock stated tonight we have one person in the audience, but sometimes we have a lot of people. I wish we could get them involved with this book. You can't give everybody an agenda package, and I'm not sure we want them walking out the door, but I wonder if there is any way we could use an overhead projector and project some of these things we talk about?

Mr. Oliver responded we can do that.

Ms. Griffey asked is there any way you could post it on the community website in advance so people can look at it?

Mr. Oliver responded absolutely.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Oliver asked do we have a motion for adjournment?

On MOTION by Mr. Yuro seconded by Mr. Thibault with all in favor the meeting adjourned at 6:48 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman