

MINUTES OF MEETING
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

A continued meeting of July 27, 2011 of the Board of Supervisors of the Sampson Creek Community Development District was reconvened on Thursday, August 18, 2011 at 6:00 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Rose Bock	Chairperson
John Thibault	Vice Chairman
Ed Randolph	Supervisor
Tracy Hayes	Supervisor
Mike Veazey	Supervisor

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Mike Yuro	District Engineer
Erin Mixson	Art of Living Director
Mike Lucas	Basham and Lucas Design Group

FIRST ORDER OF BUSINESS

Roll Call

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

Ms. Bock stated I feel like all five of us Board members have a real passion for what we do. I think that part of that passion sometimes causes us to let our emotions go wild and sometimes we express thoughts that are best not expressed. We are leaders. We are here in a special capacity. We represent the people who live here. What I wanted to introduce tonight was the idea of developing a code of conduct for the supervisors.

Mr. Randolph stated I concur. I think it would be prudent to have.

Mr. Thibault stated I like the idea of having a code of conduct. If we get the State's code of conduct, I am fine with implementing that here in this CDD, even though we are a small unit of local government.

Ms. Bock stated I feel like we can't just assume that we all subscribe to the same level of professionalism. I would like for us to commit in writing that we sign off on a certain code of

conduct and if someone does something that we find offensive as a supervisor then I would like to go back to a chapter and verse and say that is not what we are about.

Mr. Veazey stated I agree and I think it also sets an expectation for future board members.

Mr. Thibault asked would there be some kind of ramifications for violating the code?

Ms. Bock responded I don't know.

Mr. Haber stated it would be difficult to have an enforcement provision. The fact that you have something in writing that the Board signs off on has some meaning to it. This Board is bound by Chapter 112, code of ethics that is enforceable but those are really conflict of interest type things.

Ms. Bock stated I would like to think that all the future board members would be aware of it and if you see someone violating that code of conduct then there should be a level of comfort with all the supervisors being able to sit at this table and say this happened and you said you were not going to treat people like that.

Mr. Oliver stated I will put that on the agenda and I think it will be a very useful exercise. I think it is something that we are going to be able to explore at other districts as well.

SECOND ORDER OF BUSINESS

Consideration of Options, Costs and Proposals for Projects Related to ADA Compliance Requirements

Mr. Oliver stated before the meeting, Mike passed out a document that has some updated information on it related to ADA compliance requirements.

Mr. Yuro stated Jim emailed something to everyone last week and in that email, I had provided him a spreadsheet and there were some numbers that were estimates at the time but I have since gotten some firmer quotes from contractors. Starting with the playground, I met with the contractor and we looked at what would need to be done to the existing playground to bring it into compliance with ADA for elevated components for adding the number of ground components necessary and that number also includes the previously anticipated plus or minus \$8,000 of refurbishment to the existing elements. I would recommend a portable pool lift that would not require redoing any of the deck and pouring concrete footers and so forth but it has enough counter weight, for example, if the pool was shut down for the winter you could roll it out of the way and get it out of the elements. It is actually a little bit cheaper because of

installation. They gave me three options for the modifications to the kiddie pool. One option was reconstructing the existing kiddie pool with zero entry and it is \$37,000. Based on comments from residents at the last meeting about a splash park, he gave me two options for that. One option is a minimal splash park with just a couple of water features and that is \$72,000 and the other option is a more elaborate play structure and that would be \$220,000. The quotes I got for the sidewalks that are required for the courts are minimal. The quotes I got for concrete versus pavers were the same. The additional requirements at the bottom were either things that have been discussed with proposals that have been submitted or other elements that have not been considered but are going to need to be done in the near future.

Mr. Thibault asked when we talk about the ADA improvements to the pool, we mention handicap rails for the steps every time but the steps have rails?

Mr. Yuro responded to meet the requirements of the ADA access, it has to have a double rail and they have to be a specific height, so what would end up happening is the single rail would come out and there would have to be two fairly heavy duty rails installed.

Mr. Randolph asked on the kiddie pool, does this change the circumference of that?

Mr. Yuro responded the first one does change the shape slightly. It basically keeps it in the same configuration but the shape needs to be adjusted to allow for that zero entry slope. The other two options are brand new elements. When I met with the contractor I talked about putting them in a different location down on the bottom deck.

Mr. Haber stated there are other Districts in the area that have kiddie pools that don't meet the ADA requirements and another lawyer in my office was asked to research whether there are certain thresholds where the cost to fix the improvement exceeds the actual cost of the improvement itself such that you don't need to spend the money to do it. We are looking at those thresholds for another District and we can take a look at it for this District, as well.

Mr. Oliver stated at the top of the list you have the playground to upgrade the existing structure. Are we in a position now to move forward with that?

Mr. Yuro responded if the Board is okay with that number then we can authorize the contractor to move forward.

Mr. Thibault asked what does this renovation include? It seems like an awful lot to remove a couple structures.

Mr. Yuro responded if you remember there was between \$7,000 and \$8,000 initially contemplated to refurbish the structure, which would be to re-stain the structure, to replace the long blue slide, to take all the red slides and climbers off and re-powder coat them, so there was already \$8,000 that we had already approved a year ago. The additional \$8,500 is to add a transfer station and add some ground elements and then adjustments to the deck. The only things we are going to lose are the two bubbles. We are going to relocate a slide, so we can get half of the structure to be in compliance and then in addition to that, we have to add the ground elements to counterbalance the number of elevated components.

On MOTION by Mr. Randolph seconded by Mr. Hayes with all in favor the Playground Improvements/Refurbishment were approved.

THIRD ORDER OF BUSINESS

Consideration of Proposals for Construction Fitness Center Expansion

Mr. Oliver stated if you look behind your agenda you will see the capital reserve cash flow. This takes into account the October 1, 2011 projected starting balance of the capital reserves at \$729,000. It takes out for each year what the expected expenditures are as projected by the capital reserve study. It includes in there a number for the expansion of the fitness center, which we have at \$500,000. It shows the contributions each year as recommended by the capital reserve study. In the next to last column you will see other costs at \$115,000 and those are reflected at the bottom of that same cash flow. Those are taking the different costs that Mike has on his spreadsheet. I have taken out any of those costs that are already covered by the capital reserve study. There is some duplication there. The only change I would have is where he has ADA improvements, I had \$50,000 and the number you saw tonight is \$65,000. You will see that it is not until the year 2020 that there are any problems with cash flow, which gives us time to address that. In the second section of the cash flow you will see what those road repair anticipated costs are and the two variables are that hopefully we will be successful in our attempts to convey those roads to the County and after discussion with Mike, I believe these costs to be conservative estimates, so these repairs may be able to be done for less.

Mr. Haber stated I got a call earlier this week from the County. As you recall, the County made a presentation to you and you approved conceptually changing your pond to facilitate the expansion of County Road 210. We negotiated an interlocal agreement for the upfront costs with the understanding that we would negotiate a second interlocal agreement that would address the real details of the expansion of that pond. The County wanted to know if the District was ready to begin discussing that expansion. I think we are. The one hold up is both St. Joe and the District have submitted all the executed documents as it relates to the conveyance of the property. St. Joe is negotiating with the golf course on an easement. They have agreed to it. The golf course submitted a signed document and they didn't have it properly witnessed, so they are sending it back but it's done. We should have the property any day now. We had a discussion regarding the roads. The people I have been dealing with said we don't have the authority to include that in the agreement. I said I don't have the authority to include what I put in the agreement. I have to go to the Board. It is an ongoing discussion. There are qualifications that you would need to meet in order to be able to convey the roads. The question is once you meet those qualifications, does the County then still have the discretion to say thank you Sampson Creek CDD for meeting all of those standards but we are still not taking all the roads because that would be problematic. What I am hoping to negotiate is discretionary approval, in other words, if we can show that we meet all their standards then the County must accept them. At this point all I would be looking for from the Board is just an acknowledgement that you are okay with me continuing these discussions and beginning the process of negotiating the interlocal with the understanding that it would be provided to the Board and you would review it, have an opportunity to discuss it and ultimately approve it.

Mr. Thibault asked didn't we do a traffic study and a road evaluation a couple years ago?

Mr. Yuro responded that was a different element. That was actually for enforcement. It was for police enforcement. I have the design plans and I can take a look at them and have it for the next meeting.

Mr. Veazey asked does the County have a list of what they want to do if we wanted to turn them over?

Mr. Yuro responded yes. There is a four page process and then there is an application.

Mr. Veazey asked is there a way to get a proposal together saying this is what it is going to cost to do this analysis?

Mr. Yuro responded absolutely.

Mr. Randolph stated part of it would be the County staff actually coming out here.

Mr. Veazey stated I guess what I am looking for is if we do need to TV it then what is the cost to TV it.

Mr. Yuro asked would the Board be looking to transfer everything inside the right-of-way?

Mr. Veazey asked is there an option on that?

Mr. Yuro responded I can find out.

Mr. Randolph stated but you would also have to give them an easement. One trade off would be the sidewalks if they start to get damaged it may take longer to get the County to come out and repair them. We may want to look at keeping the sidewalks in our budget.

Mr. Yuro stated when I read through this, my assumption is that we would be looking to convey the right-of-way and everything inside of it to them.

Ms. Bock asked is that the sidewalks, also?

Mr. Yuro responded yes.

Ms. Bock asked do other neighborhoods dedicate the sidewalks, also?

Mr. Yuro responded I am not aware of any other neighborhoods that have gone through this process.

Mr. Veazey stated the common practice from a Developer's standpoint is the line is usually the right-of-way.

Mr. Yuro stated I can ask the Assistant County Engineer those questions.

Mr. Oliver stated the reason we have had this discussion is just to look at the long term financial health of the District and what long term commitments we have. This may be a process that takes six months or two years. Regardless of the road situation, you are in a position to move forward if you elect to do this. I think the two things to consider tonight is whether or not this is a worthwhile project to move forward with and if so, to rank your proposals and make a decision to go forward or not. There are a lot of Districts that have this same process in front of them. They simply don't have the funding available to do that and they have to seek other financing sources.

Mr. Randolph stated I think we are at the point where we need to move forward with it. I think we have a majority of folks here that have agreed with it. I know there are a couple people

that disagree with it, but I think from a fiscal perspective we are okay. After sending out surveys and asking for opinions the majority of folks that weighed in put that at the top of their wish list.

Mr. Thibault stated and worse case scenario if we cannot give the roads to the County then it shows a \$309,000 deficit in 2023 and that is \$40 a household per year.

Mr. Veazey stated there are a lot of things in the reserve study that we are doing now that are scheduled for down the road.

Mr. Hayes stated I concur.

Ms. Bock stated me too.

Mr. Oliver stated the next step would be to rank the proposals that you have received. I would suggest because of Mike Veazey's experience that he gives his rankings first and then each of you can comment on that and then you can either give your own rankings or you can adopt Mike's.

Mr. Haber stated I think I discussed at the last meeting with respect to the Angelo Group and the fact that they excluded the removal of unsuitable soils and the ways in which I believe that to be a competitive advantage and my recommendation is they be excluded from consideration as a result of that competitive advantage. The other thing that I wanted to remind you is that because they all came in over \$300,000 that to the extent you scored them and decide to move forward in noticing the award that the proposers will need to be given protest rights because they have exceeded the threshold.

Mr. Veazey stated I will go across the board on personnel and then do each line item down. Michael Holder is 10. The majority of it is the stability and the size of their company and the fact that they have done a lot of work similar to this. I had Acon at nine. I had K&G at eight. I had KBT at nine and I had Legacy at eight. Next was proposers experience. I had Michael Holder at 20. They have done a bunch of amenities. I had Acon at 15 and a lot of it was because they haven't done to many amenities and the same thing with K&G. They looked like they did mostly residential construction and a little bit of commercial. Most of their current jobs were mostly residential. I had KBT at 16 and Legacy at 16. I guess my main thing on that was just the experience doing the amenities. For scope of work I had KBT and Michael Holder at 10. I had Legacy and K&G at nine. I had Acon at eight. As far as financial capability I had Michael Holder and Acon at 15. I looked at bond capacity and some things like that on these. I had KBT at 15 also. I had K&G and Legacy at 13. I took a percentage on price. I took the

lowest price and then just divided it out. I think there were two parts to that category. One part was simply the equation and then the other was grading from there.

Mr. Haber stated it sounds like you have applied it correctly. I have my numbers here. I would provide the rest of the Board with your numbers.

Mr. Veazey stated I started with a 20 for Michael Holder and then I went from there and I came out with 15.38 for Acon. I came out with 17.32 for K&G. I basically went 10, nine, eight, seven and six by price for the other part of it. I had 12.18 for KBT and for Legacy I had 13.21.

Mr. Haber stated those are different from mine but not far off. I don't think it is going to make a huge difference because I think the equation you described is the same way I did. I had 20 points for Michael Holder. I had 16.8 for K&G. I had 14.8 for Acon. I had 14.7 for Legacy and I had 14.3 for KBT. I don't know why our numbers are different, but I'm not too concerned about it, unless when we are done there is a difference of a point or two then maybe we will go back and be absolutely sure.

Mr. Veazey stated for price reasonableness, I went with Michael Holder at 10. I had K&G at nine. Acon is at eight. I had Legacy at six and KBT at five. For schedule I had zero for Michael Holder because they didn't provide one. Then I had 15 for KBT because they were at 19 weeks. I had 14 for Legacy because they were at 21 weeks. I had 13 for Acon because they were at 22 weeks and then K&G were 12 because they were 27 weeks. I came up with 83.38 for Acon. I came up with 82.32 for K&G. I came up with 85 for Michael Holder. I came up with 82.18 for KBT and Legacy at 79.21.

Mr. Oliver stated so first you have Michael with 85 points, Acon second with 83.38 points, K&G third with 82.32 points, KBT fourth with 82.18 points and fifth is Legacy at 79.21 points.

Mr. Hayes asked do you see any holes in his analysis?

Mr. Haber responded no.

Ms. Bock asked can you tell us again how it works and how long you wait after you send the letters?

Mr. Haber responded 72 hours. They need to file a notice of protest saying I am protesting the award and then they have a week to file a formal protest, which would be the document that spells out all the reasons for the protest.

On MOTION by Ms. Bock seconded by Mr. Hayes with all in favor to Adopt Mike Veazey's Scoring of the Proposals for Construction of the Fitness Center Expansion & Authorize Staff to Send Protest Notice & Award Contract was approved.

Mr. Oliver stated so the protest letter will go out tomorrow.

Ms. Bock asked do you send the letters certified?

Mr. Haber responded yes. We typically email it, fax it and send it certified.

Mr. Yuro asked if someone calls me before they get the letter what do I tell them?

Mr. Haber responded that the letter is on the way.

Mr. Oliver asked so once we get through that protest period if there is no protest then what is the next step?

Mr. Haber responded we begin the process of working with the contractor to finalize the agreement for the construction.

Mr. Oliver asked and with the next meeting being September 28th, would it make sense to authorize the Chairman/Vice Chairman the authority to execute that agreement?

Mr. Haber responded yes.

On MOTION by Mr. Thibault seconded by Mr. Randolph with all in favor Authorize the Chairman/Vice Chairman to Execute the Agreement was approved.

Mr. Haber asked what was the time frame where the Board wanted to start construction?

Mr. Veazey responded I think it was October.

Mr. Haber stated the agreement will specify that a notice to proceed will be issued.

Mr. Veazey asked how do we handle the big dollar items, like landscaping and the fitness equipment? Are we looking to maybe value engineer what was proposed? I don't know if the Board is interested in doing that or just building it as the construction documents show.

Mr. Haber responded the law provides that the contract you enter into is going to be what the RFP said and what their proposal said but once you have a signed contract you can agree to change orders and you can certainly discuss value engineering. As far as parts of the construction that need to take place that are outside the scope of the contract that you just scored, then you need to address that.

Mr. Veazey asked all of those contracts need to come in front of the Board, correct?

Mr. Haber responded yes, but as long as they are under \$300,000 then you don't need to go through this whole process we just went through.

Mr. Veazey asked in this situation, who handles that?

Mr. Oliver responded I think what we will do is there will not be a construction committee. You are the committee. You are going to be handling all of these things. There can be an informal working group. It would include Mike Veazey, Mike Yuro, Mike Lucas and David French. Likely what we will do during this construction phase is at the end of every meeting we will likely continue that meeting, so we can continue to handle this construction business on a regular basis until the end of construction.

Mr. Veazey stated I think we need to put fitness equipment on the next agenda.

FOURTH ORDER OF BUSINESS

Consideration of Proposals for Tennis and Basketball Court Resurfacing

Mr. Oliver stated at the last meeting Mike presented to you proposals from four different contractors for the tennis court resurfacing, tennis wind screens and basketball resurfacing. That item was tabled, so the Board would have the opportunity to check the quality of work with some of these vendors. I know that Tracy has visited one of the sites.

Mr. Hayes stated I visited Bartram Trails. I spoke to the athletic director there. Welch had just finished both basketball courts, as well as the tennis courts. Obviously, it looks new and they did look good. He was happy with their service.

Mr. Oliver stated and their bid was \$7,000 cheaper than the next lowest bid.

Mr. Veazey stated I went out also. I did not talk to them but I went and looked at them. They did look good. If ours looked that good, I think we would be happy.

Mr. Oliver stated I know that Tracy did have some conversations with the tennis pro out here about doing the resurfacing of the tennis courts in the winter time.

Mr. Hayes stated he suggested late December was a down time between leagues.

Mr. Veazey asked with the basketball court there was discussion of rims in that too, right?

Mr. Yuro responded yes. I will go back and check but Welch didn't give me a proposal for the rims and the padding but that was a minor element. My intent was if you all chose Welch that if they don't do it, to go with the next lowest bidder to get those rims replaced.

Mr. Veazey asked did Welch do the padding?

Mr. Yuro responded no. They didn't give me either of them.

Mr. Veazey asked will it be in the \$400 or \$500 range?

Mr. Yuro responded yes. I think it is less than \$1,000 for all of that.

On MOTION by Ms. Bock seconded by Mr. Randolph with all in favor the Proposal from Welch Tennis for Tennis Court and Basketball Court Resurfacing & Replacement of Rims & Padding was approved.

FIFTH ORDER OF BUSINESS

Next Meeting Scheduled – September 28, 2011 at 6:00 p.m.

Mr. Oliver stated the next meeting is scheduled for September 28, 2011 at 6:00 p.m.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Randolph seconded by Mr. Thibault with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman