

MINUTES OF MEETING  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

A continued meeting of November 20, 2013 of the Board of Supervisors of the Sampson Creek Community Development District was reconvened on Thursday, December 12, 2013 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:

Mike Veazey	Chairperson
Tracy Hayes	Supervisor
Bob Sevestre	Supervisor

Also present were:

James Oliver	District Manager
Wes Haber	District Counsel
Mike Yuro	District Engineer
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Chuck Hood stated on the proposal I saw in the specifications there is a request to do some work at the corner of the playground. What about from the playground down past the volleyball court?

Mr. Yuro responded all of the areas are obviously going to be addressed with the landscape company. We didn't delineate a specific limit but the area in and around the playground, we asked for specific ideas from the contractor. We are certainly going to work with whoever gets the next project to get that whole area up to standards.

Mr. Chuck Hood asked so that includes down to the volleyball area?

Mr. Yuro responded sure. We asked for specific ideas at the playground because of the challenge we have growing turf there with the roots, trees and the shade. The other area I don't believe had the same challenges. It is more of a maintenance issue in my opinion, so that is why it is not part of the specific project but it is still part of a CDD maintained area.

**THIRD ORDER OF BUSINESS****Consideration of Proposals for Landscape Maintenance Services**

Mr. Yuro stated at the last meeting we had formal proposals and proposal packages that had a lot of specific requirements. After that meeting I was directed to go ahead and seek revised proposals putting out the project into the Bermuda area and the St. Augustine area separately. In doing that, I did not request all of the formalities. What I asked the proposers to do was revisit the scope considering two separate projects knowing that they might get one or the other and provide an updated cost proposal for each section. In addition to the five that we had submitted on the original proposal, we had three additional contractors submit. At the last meeting there was a resident that asked that we reach out to Austin Outdoor, so I did that. I had another company, L&L Landscape contact me earlier this week, so I included their proposal in there. The golf course is owned by Billy Casper. They submitted their revised proposal accordingly but the golf course maintenance staff submitted a separate proposal. It is still Billy Casper employees but they want to submit it separately because their original proposal considered having a separate stand alone entity that would be maintaining the CDD property. There wouldn't be overlap with the golf course maintenance staff. In order to try to achieve some economies, they gave another proposal in addition to their standalone group of utilizing their current staff with maybe supplementing it as needed. I also reached back out and asked Denise to provide a brief one page summary of each contractors capabilities as it relates to Bermuda.

Mr. Veazey stated in my mind the current company hasn't performed, so I don't think they are in consideration. There are two companies that are really low in price and I have serious concerns if they will give us the service that we want. Those are L&L and Brickman.

Mr. Yuro stated Duval actually did turn in a second bid. Did you get a second copy of that?

Mr. Veazey responded okay. I was looking on the spreadsheet. What is the total there?

Mr. Yuro responded their maintenance section number one was \$91,075 and maintenance section number two was \$47,868. That one came in after I had sent this out.

Mr. Veazey stated again, I still think it is fairly low. St. Johns Golf Maintenance is quite high compared to a couple of the others. I haven't worked with ValleyCrest or Austin Outdoor but I think those would be the two competitors that are out there. I am not sure about L&L.

Mr. Sevestre stated I kind of agree with you on those points. Our current contractor hasn't met the expectations we have. I agree with ValleyCrest and Austin Outdoor.

Mr. Hayes state ValleyCrest and Austin Outdoor have similar pricing. They both had very aggressive and great presentations. Austin was a little late to the game. Obviously, we didn't get their original bid. I am impressed by what I have read about them. I am in line with the two of you.

Mr. Veazey asked do you have the totals for ValleyCrest and Austin?

Mr. Yuro responded they are within a couple of hundred dollars. Just looking at the spreadsheet what Austin Outdoor proposed for the playground, they were doing for no charge, where ValleyCrest had it about \$10,000. There is a benefit there with Austin Outdoor.

Mr. Hayes stated the ValleyCrest three year proposal is more aggressive than Austin's three year proposal. I am a little worried with the tree trimming price of \$8,000 for Austin. That is a little low. The one thing about ValleyCrest is there a whole section on their professional arborist. That was one of the highlights that I wrote down. I know we have issues with the trees, so I thought that was an added benefit for ValleyCrest.

Mr. Yuro stated the totals for the combined sections one and two between ValleyCrest and Austin Outdoor is within \$400 of each other.

Mr. Hayes stated I am personally leaning towards ValleyCrest.

Ms. Martine Lackey stated I work with Brickman. When Mr. Veazey began speaking he mentioned that we hadn't submitted another bid. I was just a little confused about that because I had received confirmation from Mike that he had received it.

Mr. Veazey stated I think I said it wrong. I was really talking about Duval because on this spreadsheet it wasn't Duval. I am aware that you sent a new bid.

Mr. Chris Charbonneau stated I am with ValleyCrest. We do have a nationally recognized arbor division. Normally what we do with a project this size is we will come in and provide you guys with a three, five or a 10 year plan for your trees. I know at the last meeting you stressed about getting your sidewalks repaired. Something we look for is curdling on the trees, which causes the sidewalks to buckle. We look for diseased trees. We do have a professional arborist that will come out of Orlando. Her name is Mary Edwards. She is a national arborist and certified, as well. We also have our own tree division here in Jacksonville.

Mr. Veazey asked is that additional fees or is that part of your program?

Mr. Chris Charbonneau stated no. That is part of our program. We try to keep as much as we can in-house.

Mr. Haber stated I know we split this in large part based on conversations that we had regarding the different sections and the different expertise that were needed for the sections. I know we got that supplemental information as it relates to the maintenance of the Bermuda. Have you reviewed that and are you comfortable that the companies that are currently being considered as the front runners that what they provided accurately demonstrates they would be able to do the work?

Mr. Yuro responded yes. I reviewed the original proposals and the supplemental. I think both Austin and ValleyCrest seem like they can certainly handle the job. The only other thing I would mention is we did split it up and I think we certainly could have separate contractors do each section; however, being that they are so close I think there is some advantages of going with one company over splitting it up. The controller behind number 17 green, controls the amenity area, as well as the St. Augustine area along Leo Maguire. We are going to have at least two contractors dealing with that controller, being the golf course and whoever we pick. If we did split it up then we would potentially have three different entities dealing with the same controller.

Mr. Haber stated we have officially split it up, so you can choose the same contractor for both projects. Assuming we end up with one contractor for both projects at the time of negotiating the contract, we can probably have one contract but for purposes of tonight's meeting the board should award a contractor for section one and award a contractor for section two.

Mr. Hayes asked between ValleyCrest and Austin Outdoor, do you see any things that would poke out?

Mr. Yuro responded I don't have personal experience with either one but I have heard good things about both. I would be comfortable working with either one.

<p>On MOTION by Mr. Hayes seconded by Mr. Sevestre with all in favor to Award Section I to ValleyCrest Landscaping was approved.</p>
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On MOTION by Mr. Sevestre seconded by Mr. Hayes with all in favor to Award Section II to ValleyCrest Landscaping was approved.

**FOURTH ORDER OF BUSINESS****Resolution Establishing a Dispute Resolution Procedure**

Mr. Oliver stated this matter involves our current landscape company.

Mr. Haber stated as this Board is aware in the agenda package two meetings ago, there was a letter that we sent to the existing landscape maintenance contractor, Down to Earth, regarding their performance and some deficiencies in their performance. In that letter we indicated the fact that unless those deficiencies are fixed that we will look at to potentially withholding payment from invoices. We have received an invoice for their November work. Under Florida Law a unit of government is obligated to pay invoices within 45 days or otherwise contracted. If you don't meet those deadlines then there are certain interest payments that the unit of government can be subject to. The Prompt Payment Act also provides for dispute resolution. It is pretty vague but if there is a dispute between the unit of government and the contractor regarding an invoice then the unit of government needs to adopt a dispute resolution procedure to deal with that dispute. It seems that there is likely to be some dispute as it relates to the outstanding invoice. There may be another one if they submit their invoice for their December work. To make sure that we are complying with the Prompt Payment Act and the dispute resolution procedures in the Prompt Payment Act, we are required to implement the dispute resolution process within 45 days of the date of the invoice. I think the invoice was received November 22<sup>nd</sup>, so we are within that timeframe. All we have to do is commence that dispute resolution process within 45 days. We need to complete the process within 60 days. The statute doesn't provide any specificity as it relates to what that process should be. As you will see in exhibit A of the resolution, it says that you are giving your District Manager the authority to work with your engineer and your counsel to resolve the dispute. In essence, look at what the invoice says. Hear from your engineer and your counsel and decide if they should be paid any of it, none of it or somewhere in the middle. Depending upon what he ultimately concludes, within 60 days send a letter to the contractor, so that it knows what the Districts position is as it relates to the invoice. It is for the benefit of the contractor, so they know where they stand with the District and it is for the benefit of the District, so that way they know what the contractor is going to do with respect to the dispute. All this resolution does is make sure that we are

complying with the Prompt Payment Act as it relates to disputed invoices. I tried to make it as flexible as possible to give a fair amount of flexibility to deal with the dispute itself. I didn't want to provide any detailed guidelines on how a dispute would be. I looked at probably four or five different cities and counties as to what they have. Some guidelines were broad and some were very detail oriented. You can change this at any time, but given the timeframe that we are working with I wanted to provide a pretty broad framework and flexibility for the District to deal with it.

On MOTION by Mr. Veazey seconded by Mr. Sevestre with all in favor Resolution 2014-02 Establishing a Dispute Resolution Procedure was approved.

Mr. Haber stated going back to the current contractor's performance, we have the existing invoice, which we have established a procedure to deal with that. The other issue we are dealing with is I think the argument can be made that the existing contractor isn't performing as required by the contract. They are arguably in breach of the contract. Unrelated to payment, there are certain actions the District can take under the contract. I think there is analysis that needs to take place regarding the scope of the performance, what they have done and what they may be entitled to. The goal would be to be able to work through those issues and get to a point, where both the District and the contractor are ready to be satisfied that the relationship is over and move on. As you know you have just chosen to hire a new contractor. I think for purposes of this meeting I would be looking for a motion to authorize your Chair or some other Board member to work with District staff to address the outstanding contractual defaults in a way that will hopefully be agreeable to both the contractor and the District.

Mr. Hayes asked how short are they? Are we talking about a whole month of holding payment?

Mr. Yuro responded I wasn't comfortable signing off on their last payment based on the condition of the community and the lack of urgency they are showing. They have done some sod replacement upfront here but there is a lot of areas in the community that need attention. The weeds are there and despite telling them over and over again, I don't see any effort. My fear was if we pay them and we get a new contractor on board, the first thing we have to do is resod a

whole bunch of areas. I think what Wes is trying to get to is we need to evaluate what that quantity is.

Mr. Haber stated if I am not mistaken the invoices are approximately \$15,000 a month.

Mr. Yuro stated just under \$15,000 a month. The other thing is they have promised to replace a lot of sod and they promised it by next week. I have basically lost confidence that they are going to do what they said they are going to do.

On MOTION by Mr. Veazey seconded by Mr. Sevestre with all in favor Resolution 2014-02 Authorizing Chairman & Staff to Address Outstanding Contractual Defaults with Down to Earth was approved.

#### **FIFTH ORDER OF BUSINESS**

#### **Audience Comments**

A resident asked so the current landscape company is not going to bring the grounds up to our standards because they don't have the money or resources to?

Mr. Yuro responded they get paid when services are completed. We pay them after they complete the services.

A resident asked are they paid up to date?

Mr. Yuro responded we have not authorized payment for their November payment yet. That is because knowing that we are at the end of their contract, there are a number of deficiencies throughout the community, where I believe we are going to have to resod. I want to make sure that they either resod it before they left or we had funds available from their contract to resod after they leave.

Mr. Oliver stated we are current with the bill because that is not due to be paid until December 31<sup>st</sup>.

Mr. Yuro stated you are right.

Mr. Chris Charbonneau stated as a courtesy if you would like we could get an account manager or enhancement manager to ride with you to estimate how much sod is needed.

Mr. Yuro stated I appreciate that.

Mr. Pat O'Neal stated it gets dark early now. Twice in the last week I have encountered runners in the evening dressed in dark clothes. Between the HOA and the CDD, we should talk about safety on that.

Mr. Veazey stated absolutely.

A resident asked so if final payment is not given to the existing company, does the Board think those funds are adequate to cover the gap to get it back up to standards with our new vendor?

Mr. Hayes responded that is why they are going to go out and evaluate it and come up with that number. Hopefully it is dollar for dollar.

Mr. Yuro stated we asked all of the contractors who bid on it as if the condition was acceptable because otherwise, you would have had a great variation with someone saying they bid it low thinking it was good the way it is and someone else bidding it on what they thought it would take to get it up to standards. The plan all along was to hold our current contractor accountable for it.

A resident asked is it possible to mark a crosswalk from the playground side of St. Johns Golf to the opposite side of the street? There is a service road and then right next door to it is the sidewalk. No one slows down in that area.

Mr. Hayes responded that is a great idea. I'm sure Mike can get us a number on that.

Mr. Yuro asked are you talking about where this cart path goes and straight across the street is the sidewalk?

A resident responded no. It doesn't go straight across the street. The sidewalk goes a little bit further in the opposite way and then it connects maybe 10 feet across the street. It looks like it is the same thing but it actually is not.

Mr. Hayes asked so you actually want white lines marking the sidewalk?

A resident responded yes.

Mr. Hayes stated that is actually good because golf carts are going to be coming out of there too.

Mr. Veazey stated if you do the striping, you may need to do the signs. We need to check that. You might be liable with striping and no sign.

Mr. Yuro stated I will have to look into it. I know from enforcement type issues, the sign matters and not what is marked on the ground.

A resident stated there is a tree on one side of the street and then there is a tree on the opposite side, so it is pretty covered in that area. You can't see the sidewalk but you can see the golf cart path.

Mr. Hayes stated there was an accident out at the front that messed up some landscaping.



Mr. Yuro stated yes. Last Friday night there was a pretty bad accident. It took out the landscaping but the bigger issue is it took out our light pole. I went out there after it happened and I talked to the police officer. I got the report number and I gave it to Jim, so we can follow up and get insurance to cover the cost of that light. It doesn't make sense to do it anytime real soon because they are about to start widening the road, which was going to take the light down anyways. The light was destroyed, so it can't be reused. As far as the landscaping goes, it was flowers that were taken out and they were scheduled to be replaced anyways.

A resident asked who oversees the restrictions to the water pertaining to fishing in the ponds?

Mr. Yuro responded the CDD maintains the lakes. The HOA doesn't have any involvement in the lakes. The lakes are either owned by the CDD, the golf course or the residents but the CDD has the maintenance responsibility of the lake. About two years ago because of nonresidents coming in and driving on the grass and fishing, the Board asked that we enforce no fishing.

A resident stated I live right on St. Johns Golf. Often when I am coming in, there are people on the banks fishing before the houses start on the left. There is trash floating in the water behind our houses. I am more inclined to believe the trash is left behind from people coming to fish. I did speak to one of the security guards and he said when he sees them he runs them off. There is also no sign that says they can't fish.

Mr. Yuro stated the current enforcement is the security officer. When the security officer is not here then there isn't anyone here to enforce it.

A resident asked is there any consideration in putting a sign up?

Mr. Yuro responded I think we could. We would need to talk with the golf course.

Mr. Oliver stated I think we can do that at staff level. We had a meeting at Brandy Creek last night and they had problems with people leaving trash and fishing, so we are going to put up some additional no trespassing signs.

A resident stated a whole pile of kids will come in from the development on Scrub Jay Drive. They will come on their bikes and use the courts. There is nothing there that says the courts are only for our residents.

Mr. Yuro stated there are signs out there. Over the years the security guard has done a really good job with cleaning a lot of that up. We recently got a new security guard. The

previous guy had been here for four or five years. We have had the sheriff write a citation to people that have trespassed. I will ask the security guard to be a little more diligent.

Mr. Veazey stated if you see that gang coming in and there is no sheriff there, you can always call the sheriff's department and let them know that you think someone is out there.

A resident asked what would it take from a budget standpoint to add more security presence throughout the week because as communities grow around us, security is going to be more of an issue?

Mr. Veazey responded we have a lot of security right now. We have five days from 5:00 p.m. to 1:00 a.m. and then we supplement that with off duty officers that work four to five days a week in four hour shifts. The officers are often in unmarked cars, so you may not recognize them. The security guard company has a set schedule. The sheriff officers don't have a set schedule deliberately.

A resident stated there is a lot of Styrofoam cups that end up in the storm drain. That has a lot to do with kids not throwing their stuff away. There are no trash cans on that end of the soccer field. When I walked over today, there were 32 Styrofoam cups on that soccer field and there is no place to put them.

Mr. Yuro stated there are three trash cans out by the soccer field.

Mr. Veazey stated I know we approved the Liberty Pines Soccer Team to practice up here. If they are not cleaning up, we can revoke that. I think we need to notify them because that is a lot of cups for a school day afternoon.

Mr. Hayes stated now it makes sense where they are getting those cups from.

A resident asked do they rent the fields? There are sometimes at dark when there are two teams out there and none of the neighborhood kids can play out there.

Mr. Veazey stated we have went through that. A couple of months ago we redid the policy that you have to have 60% of residents on the team.

**SIXTH ORDER OF BUSINESS**

**Next Meeting Scheduled – January 22, 2014  
at 6:00 p.m.**

Mr. Oliver stated the next scheduled meeting is January 22, 2014 at 6:00 p.m. at this location.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Veazey seconded by Mr. Sevestre with all in favor the Meeting was adjourned.



Secretary/Assistant Secretary



Chairman/Vice Chairman