

MINUTES OF MEETING  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT

A continuation of the November 19, 2014 meeting of the Board of Supervisors of the of the Sampson Creek Community Development District was held on Monday, December 1, 2014 at 6:30 p.m. at the Swim Club Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Tracy Hayes	Chairman
Pamela Watt	Vice Chairman
Paul Armstrong	Supervisor
Steve Sharpe	Supervisor
Shawn Murray	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by phone)
Mike Yuro	District Engineer
Jill Flores	Art of Living Director
Hank Langenfelder	Swim Team Representative

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being none, the next item followed

**THIRD ORDER OF BUSINESS**

**Review of Detailed Proposals for  
Maintenance of Bermuda Turf**

Mr. Yuro we have a proposal from the golf course for the Bermuda turf, which is mowing, edging, over seeding, aeration, pest control, and fertilization for just the turf, not the shrubs or flowers or anything. It would be all of the Bermuda turf including in the amenity area along the roadsides. Their price was \$63,224 to do that. Keep in mind that was a budget item and included \$9,000 for additional sod if necessary. At the last meeting, ValleyCrest offered to

look at the remaining elements in the Bermuda area and update their proposal, which I got from them today. That includes fertilizing trees and shrubs, all the irrigation, mulch, pine straw flowers, pruning shrubs and trees, and weeding flowerbeds as necessary. The ValleyCrest proposal for those items came in at \$28,287. At the last meeting, I was giving some numbers based on my own takeoff of those line items, and ValleyCrest was \$31,030, so they are basically almost \$3,000 less. He was able to tighten it up by plus or minus \$3,000. So our current total contract value for the Bermuda is \$68,055. That is what we pay ValleyCrest right now to maintain the Bermuda areas. The best combination that we were given from the golf course and ValleyCrest to share those duties with the goal being the golf course taking over the turf would put us at \$91,911, so a \$23,856 increase in what we are currently paying. That is budget number again. For example, if you took out the \$9,000 in sod, which we may not need, then the difference would be a \$14,800 increase in order to get the golf course to do the maintenance of the Bermuda.

Mr. Armstrong stated according to these numbers, if you take the golf club's number of \$63,000, take out the \$9,000 for the Bermuda sod, subtract that from the \$28,000, there is a difference of \$26,000. So we are looking at an increase of \$26,000.

Mr. Yuro stated we currently pay ValleyCrest \$68,055 at the current contract.

Mr. Armstrong stated that takes care of the trees, shrubs, and everything.

Mr. Yuro responded grass, trees, shrubs, everything. So if you add those two numbers on this sheet that I handed out, the \$63,000 and the \$28,000, those two number together add up to \$91,911. So you take \$91,911, subtract the current contract value of \$68,055; it is a \$23,856 increase. Remember, that \$63,000 from the golf course is their budget, and at the last meeting it was discussed several times about that \$9,000 example for sod that may or may not be necessary.

Mr. Armstrong stated so the golf club is basically line-itemizing it for us. This is what it will cost if we have to do this, this, and this, but we are not saying it has to be done.

Mr. Yuro responded that is the level of detail they have provided.

Mr. Armstrong asked if we made a motion and voted on this tonight, when would they start to take control of this?

Mr. Yuro responded I think they can start immediately because they are going to be utilizing the staff they currently have.

Ms. Watt asked is ValleyCrest willing to stop everything right now. We don't have to go to a certain time point with them?

Mr. Yuro responded I think ValleyCrest is willing to work us on whatever we want to have done because as Wes said at the last meeting, if ValleyCrest doesn't want to work with us, we can terminate the contract and put that portion out for bid. It is a one-year contract with two renewable options. I think the critical time, if you were going to make a change to make sure the turf is coming out healthy towards growing season would be March/April. My understanding is that is the time when you start putting down the pre-emergent for when it starts to grow. You have already taken care of the weeds and pests before they have a chance to start getting in.

Mr. Armstrong stated at our last discussion that was one of the questions I asked them. How much responsibility are they going to take if we turn this over to the golf course, and we have grass that doesn't come back in March, April, or May, are they going to step up and replace it? He said they would.

Mr. Yuro responded that is consistent with what we did with the previous contractor. Personally I think a lot of that we can dictate because, like we did with the other contractor, they didn't necessarily agree with it, but we just withheld payment, and we said here is our justification why. We certainly worked with them, but they didn't volunteer "oh, that grass looks bad, hold our payment."

Mr. Hayes asked do we think \$15,000 is worth it? Steve, what do you think?

Mr. Sharpe responded absolutely.

On MOTION by Mr. Hayes seconded by Mr. Armstrong with all in favor that the Golf Course operations take over maintenance of the District's Bermuda turf areas effective January 1, 2015 was approved.

Mr. Oliver stated to Wes Haber that the board decided they want the golf course to maintain the Bermuda areas, and so we will enter into a contract with them as soon as possible in early January and work out whatever contract revisions we need with ValleyCrest to carve that portion out of their contract but continue to use them in other areas of the District.

Mr. Haber responded okay.

Mr. Yuro stated the non-Bermuda areas, the rest of the common area, that is a separate contract. If you recall, when we bid this out, we bid it separately so we would have that flexibility.

**FOURTH ORDER OF BUSINESS                      Consideration of Pressure Washing Proposals**

Mr. Yuro stated I think the goal was that we were going to hold off on the big picture pressure washing until closer to the swim season, but we wanted to get at least the entry area, the upper deck, and the building sides adjacent to the upper deck as well as the outside of the slide tower, specifically under the eaves where it is visible above those lights. I asked all the proposers to give me an updated proposal just for those items. Pro-Clean is at \$1,095. They are the ones that did it last year for us. Turn-Key is \$1,100, and Dennis Sheffield is at \$1,200.

Mr. Armstrong asked were you happy with Pro-Clean?

Mr. Yuro responded yes, I thought they did a pretty good job for us.

Ms. Watt stated I am all for cleaning, however, I wonder why we are pressure washing for a night event.

Ms. Flores responded that was my request to make it look nice. Everybody is going to be up here, and that was my thought process.

Mr. Yuro stated I would anticipate in March, before spring break, everything will probably get done again.

Mr. Armstrong stated on a side note, can we get an estimate from three companies like this to where they will come out and give us a year contract where they will do it in the spring and also do it in the fall before winter?

Mr. Sharpe asked and that would be in addition to the cleaning service that comes and sprays?

Mr. Yuro responded the cleaning service does a light pressure wash just to keep down some of the spider webs. They are not doing the whole buildings. Even in the patio areas, they are not doing the heavy scrub. What they do is help get us to our next major pressure washing.

Ms. Watt stated I like that idea.

Mr. Armstrong stated lets get proposals for twice a year pressure washing of all designated areas.

Mr. Hayes stated they can break down each area, line item it. Also, I know we are doing construction out there, but there are two things with the sign. There are no lights on right now, and the sign has mud all over it. We do need them to go by and freshen it up. The basketball goals need cleaning. I say go with Pro-Clean, give them a cost NTE \$1,350, and do the sign that everyone can see and the basketball goals.

Mr. Yuro stated I have no doubt they would help us with a couple of areas. In fact there is another small area, those two sidewalks adjacent to the soccer field are real slick when wet. I would have them hit those up. My point is, if there are a couple of things you want them to do now, we can certainly do it. If you want to wait until spring, I can get the price for the next meeting with a full scope.

Mr. Armstrong stated if we are going to approve this, let's get what we can out of them while they are here.

Ms. Watt stated and then we are going to do spring and fall from there.

Mr. Armstrong stated put that in our budget and make it a line item.

On MOTION by Mr. Hayes seconded by Ms. Watt with all in favor to hire Pro-Clean to pressure wash their proposed areas plus two pathways, basketball goals, and the entry sign not to exceed \$1,400 was approved.
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**FIFTH ORDER OF BUSINESS**

**Review of Cost Estimates for Addition of Interior Wall in Meeting Room for Storage**

Mr. Yuro stated I did reach out to two contractors after the last meeting. I only got one proposal back. The other proposal was Herod Construction who is actually a resident in the neighborhood. He said he was going to bid on it. I believe it was difficult for these guys to get stuff together because of the holidays. I did get one proposal back so you can see a budget number.

Mr. Armstrong stated that is way high. I would rather table it for the next meeting.

Mr. Hayes stated let's give them specific specs.

Mr. Yuro stated Jill needs storage. When we put that wall in there to have French doors over here and basically have a wall partitioned on the inside here and then put another one over there so she can use that with shelves. We basically have a double door here, a single handicap

door over there where she can put anything, that way we are utilizing the space for both people. The cubbies can be recessed into the wall so that storage space is not lost.

Ms. Flores stated I do use those cubbies a lot.

Mr. Sharpe asked what was the bid?

Mr. Armstrong responded \$5,300. I think that is way over-priced.

Ms. Watt asked I do support helping the swim team, but why can't you do fundraising?

Mr. Langenfelder responded we are not allowed to.

Ms. Watt asked why?

Mr. Hayes stated we had a conversation outside like how you sell Cokes at the swim meet. They say they are non-profit. Non-profit means the budget stays in there, it rolls over to the next year. It doesn't mean you can't have \$50,000 in your account.

Mr. Armstrong stated to do the fundraiser, we were told prior to me being on the board that we couldn't do fundraisers unless we had authorization from the board to have a fundraiser up here.

Ms. Watt stated fundraisers can be done in many ways. Whether it is CDD property or selling something, I am just saying there are so many things that can be done. I am not saying I don't support it, but if things are getting more expensive than what the board wants to pay, there are ways to do things.

Mr. Hayes asked Ms. Flores if you had a number, had many cubicles do you actually need.

Ms. Flores responded it depends on the size. I have got 35 to 40 students. They usually put their lunch, sneakers, swimsuits, towels.

Mr. Hayes stated so you could cut the size of these in half.

Ms. Flores responded absolutely.

Mr. Hayes stated so now we would have 30.

Ms. Flores stated I can work with 30, we can make it work.

Mr. Hayes stated the first thing we can do is cut those cubes in half by adding a board in there. That will give us 30 cubes.

There was general discussion among several people about various options for additional storage.

Mr. Hayes stated so we will cut those cubes in half, we are going to add a second door over here, a handicap size door so we can get in and out of storage, and then move the French doors over there. Do we really need a dividing wall in there?

Mr. Armstrong stated you don't have to put a dividing wall in there.

Mr. Langenfelder stated on our side, it doesn't matter.

Mr. Sharpe stated I think it would make sense to separate it. Who is going to be getting the stuff in and out?

Mr. Langenfelder stated during the meets, whoever has the key on the swim team will come in and grab all the computers and touchpads and everything else.

Mr. Armstrong stated if Jill is the only one that is going to be in the closet, your stuff will be safe in there.

Mr. Langenfelder stated is Jill going to be here at 5:00 in the morning to open it up?

Mr. Armstrong responded no, but you will have a key and she will have a key.

Mr. Yuro stated so you still want two doors so you can get in from either side, but no wall.

Mr. Hayes stated he has on here AC vent.

Mr. Yuro stated it needs to be climate controlled, so we are going to have to make some modifications to make sure we get a vent into the closet. We are going to have to install a new light in the closet. The one contractor that did not have time to get a proposal to me, his comments were they will have to add an outlet on the new wall per code, and he suggested we actually run a new light or lights to be separately switched. There are a few modifications that will definitely need to be done.

Mr. Armstrong stated on air conditioning, I don't see why we couldn't take these two and stick one of them in.

Ms. Watt asked do you have to go all the way to the ceiling? If you don't, it would automatically be vented.

Mr. Langenfelder stated if you stop at the height of the doorjamb and come straight across, you would not have to move the AC unit because the air would still be able to flow down.

Mr. Armstrong stated that is another alternative.

Mr. Hayes stated you wouldn't have to move the air conditioning; you wouldn't even have to move the speakers that are in there. You wouldn't have to mess with the ceiling. According to this, I think that would save about \$1,000.

Mr. Armstrong stated let's get two proposals, one for like we discussed and one with a wall that does not extend all the way to the ceiling. We might not even have to move the lights either.

**SIXTH ORDER OF BUSINESS**

**Other Business**

Mr. Oliver stated earlier there was a resident who provided us a very rough proposal offering tutoring to students. Before Jill and the attorney gets involved, we wanted to know if you were open to that concept of a resident offering tutoring services. We have never had that before. There would be fees involved. They are going to be dealing with our young people. We still want to have an agreement in place, but we didn't want spin our wheels if that is not something you want.

Mr. Armstrong stated I would rather table it, have Jill send an email blast to the residents and see if they are interested in it or not.

Ms. Watt asked are the fees for the student or for the CDD?

Mr. Oliver responded for the student.

Ms. Watt stated now that I have kids in middle school, I know many many kids that are going to tutoring.

Mr. Armstrong stated let's find out if the residents want it.

Mr. Hayes stated I don't see the importance of us getting involved. This is like babysitting. We advertise babysitters, they call the numbers, it is totally between them. The same thing here.

Ms. Flores stated it would actually be another program that we offer.

Mr. Oliver stated then let's proceed as normal.

**SEVENTH ORDER OF BUSINESS**

**Supervisors Requests**

Mr. Hayes stated we talked about the lights on the island out there. Is there a reason why they are out?



Mr. Yuro stated there is no power out there yet. I have reached out to the contractor to find out when their electrician is going to get it rewired. If you remember, when they worked on the pond, the first thing they did is put cutoff wall 20' deep, so they cut all the wires. They know they have to rewire it all. I don't believe anything has been rewired yet because those lights come on automatically. They have set a meter can for their pumps that the county is going to maintain, and the meter itself isn't hooked up yet. I have got emails to the county. The county has forwarded the mail to the contractor to see if they can get their electrician. I let them know this is the time of year we want that on for the holidays.

Mr. Armstrong asked where are we on the Christmas lights?

Ms. Flores responded we are all done. These two buildings are done, and we wrapped all the poles up and down Leo McGuire and up the driveway. We put wreaths on every other one. That is all I have money for. We have done that. I have been in conversation with him. I brought the vendor back out to see we can hardwire the lights. He came out today to see how much it would cost us. His question to me was what is the voltage on the lamppost because that is going to make a difference. He said it has to be 110. Mike is double-checking for us.

Mr. Yuro stated I know we have done it in the past. I would have to double-check on the voltages. I am going to ask him if there is a way to hook something up in the base. I would like to see a lot more lights put up.

Mr. Sharpe stated I have a question concerning Christmas. When the vendors show up here, what can be done to control the traffic because it was dark, the kids were singing, and parents were out there trying to watch their kid, and cars are driving right across the front at dusk, and there are other kids running around not paying attention.

Ms. Watt stated that can be controlled. We can put cones.

Mr. Yuro stated normally it entails just putting a couple of golf carts to block people from getting in. I want to update the board. I didn't get the other construction bid, but he emailed it to me after I left. I have just looked at my email, and his bid came in at \$7,800. What I will do between now and next meeting is fine tune it and make sure they are bidding on the exactly same thing.

## **EIGHTH ORDER OF BUSINESS**

## **Audience Comments**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Next Scheduled Meeting – January 28, 2015  
@ 6:00 p.m.**

Mr. Oliver stated the next regular meeting is January 28, 2015 at 6:00 p.m.

**TENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Armstrong seconded by Mr. Hayes with all in favor the meeting was adjourned.



Secretary/Assistant Secretary



Chairman/Vice Chairman