

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 on Thursday, October 12, 2022 at 6:00 p.m. at St. Johns Golf & Country Club, Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Robert Sevestre	Chairman
Kyle Williams	Vice Chairman
Laura Webb	Supervisor
Mike Yuro	Supervisor

Also present were:

Daniel Laughlin	District Manager
Wes Haber <i>by phone</i>	District Counsel
Marc Rousseau	Operations Manager
Leah Tincher	RMS

The following is a summary of the actions taken at the October 12, 2022 Sampson Creek Community Development District's Regular Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Sevestre called the meeting to order at 6:00 p.m. Four Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment (*regarding agenda items listed below*)

Mr. Sevestre opened the public comment period and the following concerns were voiced from residents:

- Sabrina Raffin (Hampton Crossing): Concern about tennis court usage. There was an issue a couple of weeks ago where one of the residents kicked off a

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visiting team and she would like the rules to be reiterated to the residents. It will be placed on the agenda for the next meeting.

THIRD ORDER OF BUSINESS**Consideration of Landscape RFP Proposals**

Mr. Laughlin started with the proposals for the bidding of the athletic field with the Bermuda program. Mr. Yuro stated that he would have to recuse himself from the vote due to having a business relationship with the golf course. Ms. Webb's general thought after looking at the bids was, she would like to go with the cheaper bid with someone who can maintain it, but Mr. Sevestre believes it would require a lot more attention than the lower bid is putting into it. There was discussion about scope clarification of the current contract and the scope provided by the RFP not matching exactly. The Board discussed with staff and those who were present from the RFP responses. A representative from Down to Earth stated they bid off the scope that was given to them. If they were awarded or considered, they have a golf director that would be maintaining the golf course as well to go in and see what the correct scope would be to maintain that Bermuda grass as well for the soccer field. United Land Services did not bid the project because they could not have the equipment on site for storage, and they believe that's what that soccer field deserves for upkeep. BrightView Landscape Services had a subcontractor look at it and provide a price and explained that the extra cost is for addressing the aerating the necessary areas and the maintaining from a subcontractor. Tree Amigos stated that they have more of a hydraulic mower that is different from a real mower and their price is reflected by the experience they have with Bermuda. After discussion Mr. Sevestre suggested staying with Indigo Golf moving forward with the athletic field. By Supervisor Yuro should not participate in the vote due to his relationship with the golf course that was previously mentioned and there will be a memo that he will fill out to be included with the minutes of today's meeting. Mr. Haber's recommendation is for the Board to stay with the golf course and not make a change that they approve that by motion and the remainder of the discussion will be for all the landscape scope excluding the athletic field. Ms. Webb asked if they would need to reassess the landscaping budget due to the jump in price if they do decide to keep the current contract and add another? Mr. Laughlin stated that it will affect the budget in the next fiscal year. Roughly there is \$156,000 in the budget for landscaping, and it may need to be reassessed and it is a possibility that there could be an increase.

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On MOTION by Mr. Williams, seconded by Mr. Sevestre, with Mr. Yuro abstaining and Ms. Webb opposed, Moving Forward with Indigo Golf in the Bermuda Program, was approved 2-1

The Board and staff discussed the remaining RFPs and went over the score sheet provided. There was also discussion about pulling certain items out of the scope to bid out at a later date. The Board members scored all of the vendors individually and discussed their rankings together. The biggest differentiation of all the score cards were the pricing ranges between each vendor. The vendors that were present discussed their plan moving forward with clean up and if it was included in the price that they bid or if it was left out and how long it would take. BrightView was the number one choice of all the Board members on their score cards. Mr. Laughlin stated that the best thing to do would be to accept Supervisor Yuro's rankings and award the contract to the number 1 scored vendor. Staff will draft and review a new contract with hopes to have the new vendor on board by November 1st.

On MOTION by Mr. Yuro, seconded by Ms. Webb, with all in favor, Accepting Supervisor Yuro's Ranking and Awarding the Landscape Contract to the Highest Scoring Vendor BrightView, was approved.

Then the Board discussed terminating the current landscaping vendor within their rights with cause. Mr. Haber stated that if they terminate without cause, they need to give the vendor a 30-day period to finish out their contract. Terminating with cause brings a risk of the vendor telling the District that they are not coming back at all. Staff will reach out to BrightView to see if they would be willing to help the transition but that will probably come with an extra cost. The Board decided to terminate with cause taking the risk of the current vendor leaving immediately with hopes of BrightView being able to help in the transition. District council will highlight in the termination letter that the contractor has failed to perform to the contract's standards and as a result the District will withhold payment.

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On MOTION by Mr. Sevestre, seconded by Mr. Williams, with all in favor, Terminating Duval Landscaping with Cause and Withholding Appropriate Payments for Services Not Fully Provided and Delegating Authority to the Chair to Work with Staff on to Finalize the Termination Letter, was approved.

Mr. Haber stated that if the Board agrees on not going with the all-inclusive irrigation, there is no motion necessary but Board direction to staff to prepare the agreement to exclude that portion of the contract.

FOURTH ORDER OF BUSINESS

Supervisors' Request

Mr. Laughlin asked for Supervisor's request. Ms. Webb wants to consider doing something with the space where the kiddie pool is. The Board moved the meeting to the outdoor area and discussed what they wanted to do with the area. She suggested an idea that would extend the pool deck with more seating and more umbrellas. The Board will work with staff on looking into proposals for building stairs and adding seating. Mr. Yuro asked to add the discussion of the tennis court usage to the next agenda. Mr. Sevestre has concerns about several large trees that look like they might be dying. He would like to get an arborist to look at them.

FIFTH ORDER OF BUSINESS

Public Comments

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Next Scheduled Meeting – October 20, 2022 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room

The next regular meeting is scheduled for October 20, 2022 at 6:00 p.m.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, there was a motion for adjournment.

On MOTION by Mr. Williams, seconded by Mr. Yuro, with all in favor, the meeting was adjourned.

DocuSigned by:
Daniel Laughlin
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Secretary/Assistant Secretary

DocuSigned by:
Robert Sevestre
9724814CA626440...
Chairman/Vice Chairman