

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, February 22, 2024 at 6:00 p.m. at the St. Johns Golf & Country Club, Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Mike Yuro	Chairman
Graham Leary	Supervisor
Mike Davis	Supervisor

Also present were:

Howard McGaffney	GMS
Wes Haber <i>by phone</i>	Kutak Rock, LLP
Tyler Smith	District Engineer
Daniel Bauman	BrightView
Rodney Hicks	BrightView
Douglas Macke	Vesta Property Services
Jennifer Meadows	Vesta Property Services
Jim Masters	Vesta Property Services
Ben Pasquith	St. Johns Golf & Country Club
Dan LeBlanc	Taylor Tree
Phil Tannoya	Pro Court Services
Christina Santoro	Resident

The following is a summary of the actions taken at the February 22, 2024 Board of Supervisors of the Sampson Creek Community Development District meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 6:00 p.m. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment (*regarding agenda items listed below*)

There being no comments, the next item followed.

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THIRD ORDER OF BUSINESS**BrightView Landscape Update****A. Quality Site Assessment**

Mr. Daniel Bauman of BrightView reported the following:

1. Recommended removal of existing pine straw prior to installing pine nuggets.
2. The flowers were doing well and would be changed out in March.
3. A proposal was submitted for sod, but some roots were exposed and recommended placing soil in those areas to level it out, prior to installing the sod.
4. Trees were hanging low in the parking lot, which their crew handled.

Mr. Bauman asked if the Board wanted to discuss the roses, which were addressed by Mr. Leary several months ago, as it was now the time to change them in the center island. Mr. Yuro did not think they were a priority at this time.

B. Proposals for Sod Repair Along Leo Maguire & Common Areas

Mr. Bauman presented a proposal for sod repair along Leo Maguire Parkway in the amount of \$9,481.80 and for the common areas in the amount of \$14,909.45. Mr. Yuro asked if the 4,950 square feet of sod was for all of the sod or for a specific area. Mr. Bauman explained that sod would be placed in front of the hedge near the soccer field, at 248 St. John's Drive, 884 Eagle Point Drive and 942 Eagle Point Drive. Mr. Leary questioned how these areas were identified. Mr. Bauman stated that Mr. Laughlin marked out the areas. Mr. Yuro asked if these areas could be fertilized coming into the Spring. Mr. Bauman stated that a few spots could be fertilized, but some areas were completely bare. Mr. Yuro pointed out that they were running over budget on miscellaneous landscape items and questioned the amount that remained in this line item, as funds could be allocated in next year's budget. Mr. McGaffney stated according to Mr. Laughlin, \$52,000 was budgeted for landscape maintenance contingency; however, \$30,000 remained as \$12,656 was spent, but there were funds available in repairs and maintenance. Mr. Leary recalled that that \$30,000 was spent on the parking lot landscape upgrades and \$5,000 remained in the landscape maintenance contingenc, as \$47,000 was spent, but sod needed to be replaced in the area along the basketball court and soccer field, due to erosion. Mr. Davis voiced concern about spending \$10,000 to repair the sod on St. Johns Golf Drive, as it could die off again. Mr. Bauman noted there were a couple of areas of shade, but for the most part, it was getting sufficient sun, but the areas closer to the trees would remain open. Mr. Hicks pointed out there were irrigation issues, as many repairs were made in these areas. Mr. Yuro was in favor of

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spending \$10,000 to replace sod at 248 St. Johns Golf Drive, which was a small area and in front of the amenity area and not approving the one for Leo Maguire Parkway.

On MOTION by Mr. Leary seconded by Mr. Davis with all in favor the proposal from Brightview for sod replacements in front of the hedge near the soccer field and at 248 St. Johns Golf Drive in a not-to-exceed amount of \$10,674.23 was approved.

C. Proposal for Landscaping around Tennis Courts

Mr. Bauman presented a proposal for the removal of hedges from around the perimeter of the tennis courts and replacing with gravel, to assist with drainage in the amount of \$22,486. Mr. Yuro requested a more comprehensive plan, as there was discussion about doing something in between the courts. Mr. Davis recalled a recommendation to remove a tree that was declining and asked if the space between the two courts could be opened up and if metal bars could be installed to stop the tennis court fence from rolling and to keep gravel from flowing back in. Mr. Macke explained that to do a rolled-up fence, the hedge must be removed, but liked the idea of opening it up. Mr. Daniel LeBlanc from Taylor Tree was present to discuss the options that they had regarding the tree. Mr. Macke felt that the installing river rock was the right solution along with re-grading, as BrightView installed rocks at a tennis court in Daytona and it worked out well. Mr. Hicks would provide pictures of tennis court with river rock, which did have a bar at the bottom, to keep the rocks from flowing back onto the tennis court. The only issue was a screen between the hedges, caused water to bounce off of it and go onto the court, but once the hedges were removed and replaced with rocks, there were no issues. Mr. Yuro preferred to table any decision on work around the tennis courts, until there was a comprehensive plan. Mr. Macke would research this matter and Mr. Hicks would provide renderings.

D. Proposal for Tree Removal

Mr. Yuro recalled that at the last meeting, there was a request from the owner of 1140 Stonehedge Trail Lane for the removal of trees. Mr. Masters reported that he looked at trees with Mr. Dan LeBlanc of Taylor Tree, a certified arborist and according to their measurements, the trees were part of the preserve. BrightView provided a revised proposal for \$3,595, to remove seven pine trees and a Sweet Gum tree; however, they were required to obtain approval from the St. John's River Water Management District (SJRWMD), which was granted. Mr. Yuro agreed

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with the removal of the trees, as there was a safety concern, an arborist letter, recommending that the trees be removed and SJRWMD approval. Mr. Leary agreed and felt that the resident did a good job of explaining the situation.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the proposal from Brightview for tree removal in the amount of \$3,595.50 was approved.

Mr. Masters requested that Mr. Dan LeBlanc of Taylor Tree discussed the trees at the tennis court, as he was an expert and had a common-sense approach on how to manage trees in preserve and common areas. Mr. LeBlanc, a certified arborist with Taylor Tree stated that he looked at the trees with Mr. Masters and Mr. Macke and the tree in question was in decline, as it was in a bad area that was intruding the tennis courts. If they removed the one bad tree and the other one was in good health, there were exposed roots. Mr. Davis asked if Mr. LeBlanc wanted to remove both trees. Mr. LeBlanc indicated that the other tree was healthy, but it needed a bigger area without the competing structures around it and aggressively pruned away from the court lights and fencing. Mr. Yuro asked if there was the potential for the roots to damage the courts, as it could be a big expense to remedy it. Mr. LeBlanc explained that it depends on the design of the court, as roots tend to be lazy and go left or right, if they run into a barrier. However, they could go under the sidewalk and be removed. Mr. Macke recalled roots coming up from under Court 2 and Pro Court Services cutting the roots out and leveling it. Mr. Phil Tannoya, with Pro Court Services, stated that the asphalt was 1.5 inches thick and roots could go through the base of a court easier than a sidewalk, because asphalt was soft and filled with hot air, which cracked the asphalt open. If a root barrier was installed, the roots would go around it and did not affect the court; however, it was temporary. Mr. Yuro felt that there was no urgent need to remove the trees now and wanted to consider installing brick between Courts 3 to 4. *This item was tabled.*

E. Proposal to Change Out Pine Straw to Mulch

Mr. Bauman presented a proposal for the removal of existing pine straw out of common area beds and installing mini pine nuggets in the amount of \$4,104. Mr. Yuro asked if the proposal was for the difference between pine straw and pine nuggets. Mr. Bauman explained that

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there would be one application of pine nuggets in areas that currently had pine straw and cypress mulch. Mr. McGaffney noted that there was a budget item for mulch but did not see it in the landscaping contract. Mr. Yuro stated there was a line item in BrightView's contract and understood if they paid the additional \$4,104 this year, instead of getting a second pine straw application, when it was time to mulch, they would not do pine straw. Mr. Bauman confirmed that the District would pay \$44,000; \$4,104 for pine nuggets in the common areas and \$40,000 for the mulch in all of the other areas. Mr. Leary understood that it was a one-time cost to remove the pine straw. Mr. Bauman clarified that the \$4,104 was to remove the existing mulch and prepare the area. Mr. Yuro did not see a proposal to remove the mulch. Mr. McGaffney stated it was not included in the agenda package. Mr. Yuro requested that this item be tabled until the budget was presented. Mr. Leary and Mr. Davis agreed. Mr. Bauman suggested adding the \$4,104 to the contract to be paid over 12 months. *This item was tabled.*

FOURTH ORDER OF BUSINESS**Discussion of Tennis Court Resurfacing Work**

Mr. Yuro asked if fiberglass membrane strips were placed on the cracks, as a week after the job was completed, there was bubbling on the courts and noticeable cracks. Mr. Tannoya confirmed that fiberglass was applied, but the cracks would come back as the asphalt expands and contracts. They did not warranty the cracks. Mr. Yuro understood that the fiberglass was supposed to bridge the crack and if the asphalt was moving underneath, they should not see the crack anymore. Mr. Tannoya explained that they were limited to the amount of fiberglass used, as it was based on 650 linear feet for four courts or one crack per court and recommended applying a full fiberglass membrane. Mr. Yuro asked if the proposal that the Board approved was different than the contract that was signed, because if there was a limit on the amount of linear feet, it was not what the Board approved, as the Board approved applying fiberglass membrane strips over ALL visible cracks prior to application of the acrylic re-surfacer. Mr. Tannoya recalled when he was onsite with Mr. Rousseau, he measured all visible cracks and estimated 650 linear feet; however, cracks were not always visible all times of the year. During the initial installation, Mr. Tannoya instructed the installers to use the fiberglass at their leisure. It was a preventative measure and did not guarantee that cracks would not re-appear, because they could not control if the ground moved. A rebound mat system could be laid over the court, but it only

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covered the cracks and not stop them from forming. The only way to fill a crack was with cement.

Mr. Yuro questioned the legal ramifications, as his understanding was that all cracks would receive fiberglass mesh and it was clear that this was not done. Mr. Haber advised that the contract that was signed, reflected that ALL cracks would be covered; however, the use of the term, ALL, when describing the cracks, was meaningless, because all cracks were not covered and did not know what the options were to address the matter, but the exhibit lacked clarity, as it could lead one to believe that all cracks would be covered. Mr. Davis felt that the word ALL should be removed from the proposal, as only 650 linear feet were covered with fiberglass. Mr. Tannoya explained that the 650 linear feet was based on the cracks that were visible at the time. Mr. Haber felt the word “*strip*” was misleading, as the 650-foot limit applied to each crack and not the total tennis court. Mr. McGaffney confirmed that the Board approved Option 1 which stated, “*For fiberglass membrane strips, add \$6,000;*” however, there was a bullet point, “*Apply fiberglass membrane strips over all visible cracks prior to the application of acrylic re-surfacer*” and no mention of a linear foot. Mr. Yuro asked if the only way to repair the cracks was to resurface the courts again. Mr. Tannoya explained that resurfacing was the only way to repair it and admitted that there was confusion between the proposal and the actual contract and offered to address the issues during the Summer when it was warm, such as using polyurethane, which was better than fiberglass, because it expands and contracts, as long as the Board did not mind having a seam. Mr. Yuro appreciated the offer, as the tennis leagues took a break in the Summer. Mr. Davis pointed out when the job was completed, there was paint in several areas outside of the court, as a water fountain had blue paint on it. Mr. Tannoya would have his crew remove it. Mr. Yuro requested that Mr. Tannoya look at some of bubbling spots. Mr. Tannoya explained that there was not much that they could do, other than cutting it the area and replacing it. The Board appreciated Mr. Tannoya coming before the Board.

FIFTH ORDER OF BUSINESS**Discussion of Swim Team Usage Request for Upcoming Season**

Mr. Chris O’Connor, President of the Stingrays, requested permission to use the Sampson Creek pool for the Stingrays Summer swim season, which runs from April 29th through July 14th. There would be three home meetings and one mock meet on April 30 from 4:00 p.m. to 7:00 p.m. During the Summer, the pool would be used in the morning from 7:00 a.m. to 10:00 a.m. or

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7:30 a.m. to 10:30 a.m. depending on the schedule. There was also a banquet at the end of the season, following the last meet, a parent meeting that would be held at the pool and a pep rally. Last year they had some parking issues, which were resolved. They had some new procedures such as using parking attendants to direct people and keeping a lane open for residents to swim. Mr. Yuro asked if they needed to provide insurance. Mr. O'Connor confirmed that the proper insurance was in place. Mr. Haber stated that the District would enter into an agreement with the Stingrays, which required insurance and have indemnification language.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the Swim Team Usage request for the St. Johns Stingrays Swim Team for the 2024 Season was approved.

SIXTH ORDER OF BUSINESS

Memorandum Regarding Annual Ethics Training & Annual Form 1 Filing

Mr. Haber reminded the Board that starting January 1, 2024 and ending on December 31, 2024, the four hours of ethics training obligation must be completed. A Memorandum was provided to the Board with links to the Florida Commission on Ethics and Attorney General's websites, which offered free two-hour courses on ethics, Public Records and Sunshine Laws. There were other options, but not all of them were free. No certificate of completion was issued and was based on the honor system. To inform the State, Board Members would self-certify that they completed the training on their Form 1, Financial Disclosure Statement. In most recent years, it was filed with the St. Johns County Supervisor of Elections and included a box to be checked, indicating that they completed the training. This year's form should not be checked, as it would not be required until 2025. In addition, forms would no longer be filed with the Supervisor of Elections, as the Florida Commission on Ethics, would be emailing all Board Members, a link to fill out and file the form electronically with them. Mr. Leary requested the links to the free websites. Mr. Haber or Mr. Laughlin could provide them.

SEVENTH ORDER OF BUSINESS

Discussion of Amenity Policies

Ms. Ashley provided a markup of changes to the Amenity Policies, as there were some questions regarding room rentals. Ms. Christina Santoro, Girl Scout Leader of Troop 51007, stated that were utilizing the room, since the girls in the troop were in kindergarten and were now

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in fifth grade and requested approval from the Board to continue using the room, once a month for two hours. Since their troop was self-funded by selling cookies, Ms. Santoro also requested that the Board waive the \$50 fee. Mr. Yuro did not have an issue with the Girl Scouts using the room free of charge or with the changes in the Amenity Policies. Mr. Leary agreed, as it was in line with what the Board discussed last month. Mr. Davis agreed and recommended that the Board discuss the changes made to the Amenity Policies.

On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor allowing the Girl Scouts to utilize the Amenity Center for their meetings and waiving the room rental fee of \$50 was approved.

Ms. Ashley recalled that one or two other individuals who rented the room that wanted the rental fee waived, came before the Board to make this request. Mr. Yuro was in favor of similar type groups like the Girl Scouts, using the room free of charge, as the intent of the \$50 fee was for parties; however, since residents were paying dues, they should not be charged to use the room. Mr. Leary recalled the Board discussing not charging residents who paid their dues, to use the room. Ms. Ashley stated that it was discussed, but the Board did not take action. Mr. Leary requested that Ms. Ashley draft a rental policy. Ms. Ashley agreed, as the current one did not include the number of number of occupants, rentals for the different pool areas and a timeframe to use the room. Mr. Yuro requested that the Board Members spend time between now and the next meeting, reviewing the policies and considering whether to require those that use the room for parties pay a deposit. Mr. Davis recommended including language for charging people who used the room for a commercial purpose, booking the room, but not using it and who was allowed to drive golf carts, according to local and State Laws. Mr. McGaffney suggested that Mr. Haber and Ms. Ashley make the revisions and provide it to the Board and staff to make comments. Mr. Mr. Yuro liked that there was a page of definitions.

On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor authorizing all current non-profit groups to utilize the Amenity Center and waiving the room rental fee of \$50 was approved.

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EIGHTH ORDER OF BUSINESS**Discussion of Pickleball Courts**

Mr. Smith was preparing a cost estimate for the pickleball courts, which he would provide to the Board at the next meeting. Mr. Yuro requested that the cost estimate account for sound mitigation, as the Sound Study that was completed, showed potential impacts to the event area, where weddings were held. Mr. Smith would include a separate line item in the cost estimate. Mr. Davis questioned whether they were considering everything, based on the review of the bonds and the extra pool of money that was available, as spending money on brand new amenities, was not in the original proposal; whether they were thinking about what was right for their neighborhood and whether residents wanted pickleball; whether opening the space across the cemetery, was the right thing for the long-term development of the neighborhood; if the configuration of the courts was appropriate; if the proximity to the cemetery was appropriate for people that had family members buried in the cemetery; if the pass through from the existing amenities to the courts, was suitable; if the results of the Sound Mitigation Study indicated that they could install the courts at the cemetery without a disruption; whether there was a comprehensive plan; how the expansion of adding pickleball courts added into it and how it fit into the long-term plan. Mr. Yuro felt that these were good points.

NINTH ORDER OF BUSINESS**Discussion of Sports Team Field Usage**

Mr. Masters requested the removal of this item from the agenda.

TENTH ORDER OF BUSINESS**Discussion of Bulk Head Repair (1929 Glenfield Crossing Ct.)**

Mr. Tyler reported that staff went onsite at 1929 Glenfield Crossing Court and agreed that the quality of the wood was bad, which was 1.5 foot down from the cap and was completely missing. It needed to be repaired as six screwdrivers went straight through the curbing on the bulkhead and was 23 years old. Pictures of the bulkhead were included in the agenda package. The inspector indicated that it was difficult to see some of the other areas because of the vegetation and they needed a small boat or high waders to look at it further. It would be ideal to make repairs now and evaluate whether other areas needed to be replaced. Mr. Yuro evaluated it and agreed that repairs needed to be made but questioned the amount of vegetation blocking the bulkhead. Mr. Smith stated that he contacted C&H Marine (C&H), who made repairs in the past, to identify the areas that needed to be replaced and provide a cost estimate. In his opinion, the

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bulkhead at 1929 Glenfield Crossing Court needed to be repaired, because it could fall in soon. Mr. Yuro questioned how soon C&H could come out. Mr. Smith was trying to get on their schedule and as soon as he received a date, would inform the Board. Mr. Davis asked if they needed to clear the vegetation in order to evaluate it. Resident Ralph Darling of 1929 Glenfield Crossing Court reported that when standing on waders, the overgrowth and the deteriorated wood in the bulkhead could be seen. Mr. Yuro agreed that the overgrowth needed to be trimmed from the bulkhead and requested that C&H evaluate it and provide a recommendation to the Board. Mr. McGaffney asked if there was a cost for C&H to come out. Mr. Smith would find out and inform the Board. Mr. Haber advised that they needed to look at the ownership, as well as the type of easements that were recorded over the property. Mr. Smith would schedule a visit with C&H, look at the easement and confer with Mr. Haber.

ELEVENTH ORDER OF BUSINESS

Consideration of Proposals

A. Concrete Bumper Install (Parking Lot)

Mr. Macke presented a proposal from G-Force Jacksonville for 29 parking lot bumpers for \$100 each plus installation in the total amount of \$3,000. Mr. Pasquith had no concerns, since they owned the parking lot, as it added value to their guests. Mr. Yuro agreed with having the bumpers, as trucks were backing up and blocking the walkway and there needed to be ADA access. Mr. Macke pointed out that the bumpers would be the same as the ones by the Gym, which were 6-foot concrete bumpers. Mr. Yuro asked if they needed the District Engineer to provide a recommendation on how far the bumpers needed to be from the curb. Mr. Macke felt that there was enough guidance and they were just adding 29 additional bumpers to the seven or eight existing bumpers.

Mr. Yuro MOVED to approve the proposal with G-Force Jacksonville for the installation of 29 concrete bumpers in the golf course parking lot in a not-to-exceed amount of \$3,000 and Mr. Leary seconded the motion.

In response to Mr. Leary's question, Mr. Macke stated this would fall under the current contract between the District and the golf course.

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On VOICE VOTE with all in favor the proposal with G-Force Jacksonville for the installation of 29 concrete bumpers in the golf course parking lot in a not-to-exceed amount of \$3,000, the cost of which would be shared with the golf course was approved.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-03,
2024 General Election Resolution**

Mr. McGaffney presented Resolution 2024-03, Requesting that the St. Johns County Supervisor of Elections Conduct the General Election, which was included in the agenda package. It directed the Supervisor Elections to place Seats 2 and 4, held by Ms. Laura Webb and Mr. Brad Weger, respectively, on the ballot for the November General Election.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor Resolution 2024-03, Requesting St. Johns County Supervisor of Elections to Conduct the November 2024 General Election was adopted.

THIRTEENTH ORDER OF BUSINESS

**Ratification of Audit Engagement Letter
with Berger, Toombs, Elam, Gaines &
Frank**

Mr. McGaffney presented an Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank, to perform the audit for the Fiscal Year ending September 30, 2023 in the amount of \$3,850. There was already in agreement in place and this was one of the multiple years that was approved. Mr. Laughlin already approved their price, in order for the auditor to start the audit.

On MOTION by Mr. Yuro seconded by Ms. Webb with all in favor the Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for the Fiscal Year ending September 30, 2023 in the amount of \$3,850 was ratified.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney – Update Regarding Impact Fee Credits

Mr. Haber presented a Memorandum on the transfer of impact fee credits, which were used when there was development within the project, such as the construction of a home. In order to build that home, the CDD must pay an impact fee to the county. Based on research

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completed by the District Manager, based as a result of a recent change in the law, the CDD had \$1.4 million in road impact fee credits and \$155,000 in school impact fee credits, for a total of \$1,608,568.78, which could be used for other projects in the county. The question before the Board was what to do with these impact fee credits. In some instances, CDDs were receiving calls from developers or brokers, who were able to obtain this information, as it was a public record, with an offer to purchase the impact fee credits at a reduced price. Mr. Yuro recommended that the impact fee credits be used to help with reserves and that Mr. Laughlin reach out to brokers. Mr. Davis questioned how the District received these impact fees. Mr. Yuro explained that when the neighborhood was built, the developer made certain improvements, like widening C.R. 210 from two lanes to four lanes and received impact fee credits based on the money spent in making the improvements. Mr. Haber confirmed that the concept was used statewide for when a developer or CDD made a county improvement, which impacted the public. The developer would pay the impact fee and the county would use those funds to widen the road. Mr. Davis was in favor of contacting brokers and using the credits to decrease the \$7 million in debt. *There was Board consensus for Mr. Haber or Mr. Laughlin to contact brokers.*

B. Engineer

Mr. Smith reported that the pool plans for the upper deck of the pool, were submitted to the county and they were waiting for comments. Mr. Davis questioned the dollar amount. Mr. Smith did not recall and would provide it for the next meeting. Mr. Leary asked if the CDD had any influence on road repairs, as there was a huge pothole on Leo Maguire Parkway and the long exit onto CR 210, coming off of I-95 South, was in disrepair. Mr. Smith would mention it to his contact at the county, but there was a website to submit requests to the Florida Department of Transportation (FDOT). Mr. Leary appreciated it, as the county was holding off on making repairs until the road widening in 2025, but in the meantime, they could provide temporary patches.

C. Manager

Mr. McGaffney announced that Mr. Smith and Ms. Meadows were now present and appreciated the Board allowing him to serve as District Manager on Mr. Laughlin's behalf. Mr. Yuro thanked Mr. McGaffney for attending and requested that Mr. Laughlin be updated on the impact fee credits.

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D. General Manager**1. Report****2. Athletic Field Maintenance Reports**

Mr. Macke presented the General Manager's Report, which was included in the agenda package. They were upgrading pool equipment and safety devices, which were worn and were currently sprucing up the coffins, as there were some issues with hinges and electrical boxes. This was in preparation for Spring Break, which was on March 9th. Since the last meeting, many repairs were made to the tennis courts, as well as repainting and refreshing. The feedback has been good and everything looked nice. They were looking forward to making further improvements, to enhance the tennis experience. Several homeowners requested playground equipment and staff was considering the type of equipment and the location. The soccer field was looking great and the overseeing was working well. This was good news as there was big event this weekend and an even bigger event in March. Regarding the projects completed; there were some lighting repairs, tennis court pole and bench repainting, cleaning of drains, edging on the soccer field and repair of a whale spring on the playground. If a new spring was necessary, it would cost \$270. Three sidewalk repairs were completed by 2 Man Concrete. Florida Landscape and Nursery repaired two mainline brakes and did a good job. They were more affordable than other companies. Some fitness machines were repaired and the electrical repairs on the fountain, were successful. Mr. Davis questioned why Florida Landscape and Nursery was used instead of BrightView. Mr. Macke explained that the costs from BrightView were getting out of hand and Florida Landscape and Nursery provided some savings. Mr. Davis recalled that a regulator was bypassed and asked if it needed to be replaced. Mr. Macke stated it should be replaced at some point. Mr. Yuro recalled that an adjustable pressure valve was recommended by BrightView, as there were many mainline breaks because of increased pressure, but it would cost \$10,000 and Mr. Macke was looking at other options. So far, there were no issues. The basketball court rims were leveled, repainted and replaced with new stainless-steel bolts. The parking lot bumpers, tennis court screen tiedowns, tennis court benches, Bermuda sod replacements and preserve trees were discussed. The Christmas light upgrades would be proposed at a future meeting.

Regarding the broken sidewalk from the chemical truck, a proposal for \$12,000 was received, but Mr. Macke was meeting with 2 Men Concrete to see if they had a lower price, which Cbuss Enterprises would pay for. Four different locations needed to be replaced, which

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should be completed in the next month. Leo Maguire sod areas were discussed and regular weekly services, were included in their report. Mr. Macke stated a new item in their report was the Sampson Creek District Asset Plan, which was a daily worksheet on items that were being worked on, completed in-house, included costs obtained from vendors, if it was budgeted, when it was discussed and the result. Mr. Davis requested that the stop sign repairs at Forest Glen Way and Eagle Point Drive be included on the worksheet. Regarding the Community Enhancement Plan, Mr. Macke was working with Jacksonville Sound and Beacon, on installing a new camera for the soccer field. The breaker tripping on Pond #10 was repaired. Investment Painting would start in the Fitness/Yoga Room. Regarding the Future Community Enhancement Plan, the engineer was handling the enhancements for the pickleball courts and pool area. The BrightView and golf course proposal for the soccer field maintenance was ongoing. A second proposal was requested from Florida Landscape and Nursery for the plants at the tennis courts, which Mr. Macke had not yet received. They were also looking into resealing the water slide, as it was leaking and requested a proposal from a company that Vesta used on multiple properties. Mr. Macke was talking with Mr. Pasquith about re-roofing the Amenity Center roof and re-roofing the cart barn at the same time, for cost savings.

E. Amenity Manager – Report

Ms. Ashley presented the Amenity Manager's Report, which was included in the agenda package. This weekend was the Winter Wonderland. The weather was supposed to be perfect. It would be themed around Disney's Frozen. Characters would come out for pictures, there would be an arena for a snowball fight, rock climbing wall and a bounce house that looked like the castle from Frozen. There would also be food trucks as well as Le Petit Cupcakery, handling out complimentary cupcakes. On March 10th, was the Spring Vendor Fair, which would be re-named, "*Spring Fling*," and would have roughly 30 vendors, kids bouncing zones with a rock-climbing wall, Wipeout balancers, hamster ball and bounce house. There would also be an Easter egg hunt, visit from the Easter Bunny, food trucks and music. As the weather improved, there would be more outside events such as cornhole tournament, food truck night and a musician that people loved at other communities.

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- **Athletic Field Maintenance Reports** (*Item 14D2*)

Mr. Pasquith presented Amenity Field Report, which was included in the agenda package. He was performing a walk around the first Wednesday of each month to evaluate the irrigation, perform troubleshooting and address any resident concerns.

FIFTEENTH ORDER OF BUSINESS**Supervisors' Requests**

Mr. Leary recalled that this time last year, the Board discussed the lifeguard selection, and wanted to ensure that the right steps were being taken, such as putting it out for bid, as the Request for Proposals (RFP) did not include lifeguards. Mr. Davis asked if lifeguards were included in the current Vesta contract or were in a separate contract. Mr. Yuro pointed out that they needed to have lifeguards under contract before Spring Break, starting on March 10th, which was prior to the next meeting. Mr. Macke confirmed that they were in the process of interviewing lifeguards. Mr. McGaffney confirmed that there was a separate agreement for lifeguards effective February 21st with Vesta from March 11th through March 19th from 12:00 p.m. to 6:00 p.m. Mr. Leary requested a proposal with costs. Mr. Macke would obtain this information and provide it to the Board Members early next week. Mr. McGaffney pointed out that last year, \$45,082 was approved for lifeguards for the entire year. Mr. Yuro pointed out there would be three lifeguards for 18 hours per day for \$25 per hour or \$4,500 and proposed that the Board approve a not-to-exceed amount of \$5,000 for Spring Break.

On MOTION by Mr. Yuro seconded by Mr. Davis with all in favor entering into an interim Lifeguard Agreement with Vesta for Spring Break in a not-to-exceed amount of \$5,000 and for District Counsel to draft the final agreement for the Chair to execute was approved.

Mr. Leary recalled at the last meeting, a lengthy discussion about two options for maintenance of the soccer field, but there was no conclusion and recommended on a trial basis, exploring Option B, as it included reduced costs of \$70,000 on an annual basis and requested that it be discussed again. Mr. Davis preferred to obtain additional proposals. Mr. Macke was more comfortable with Option 2. Mr. Leary was willing to take action to approve Option 2. Mr. Davis pointed out there was no consensus from the Board, as there were only three Board Members and one had to recuse himself from voting. *This item was tabled.*

February 22, 2024

Sampson Creek CDD

Mr. Davis voiced concern about the concrete on the golf cart path, exiting Hole #12 on Eagle Point Drive going across to Hole #13. Mr. Pasquith pointed out that money was allocated for concrete repair each year and they were working with 2 Men Concrete. Mr. Davis reported many beer cans and small wine bottles in the preserve, between Forest Glen Way and Crested Heron Court on Eagle Point Drive. Mr. Yuro requested that security patrol the area several times during the weekend. Mr. Macke pointed out that Century Security only provided security for the amenity area. Mr. Yuro stated they could direct them the security guards where to go. Mr. Macke would provide this direction to Century Security.

SIXTEENTH ORDER OF BUSINESS

Public Comments

Resident Ralph Darling of 1929 Glenfield Crossing Court reported that fishing in the community was a constant issue, as people were parking their cars in the parking lot and walking onto the golf course to fish. Every evening around 6:00 p.m., there were people in the parking lot and on Hole #17. Mr. Yuro requested that Mr. Macke mention it to the security guard. Mr. Macke indicated that there was a family fishing the other day and he approached them and respectfully requested that they leave. was dangerous and asked if someone could drive around.

SEVENTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the January 18, 2024 Meeting**
- B. Balance Sheet as of December 31, 2023 and Statement of Revenues & Expenditures for the Period Ending December 31, 2023**
- C. Check Register**

Mr. Davis noted in the minutes, on Page 10, Mr. Yuro recused himself on the proposal for the athletic field maintenance and not Mr. Davis and Mr. Davis favored it being all inclusive with the irrigation and establishing a scope. There were no further corrections. Regarding the financials, Mr. Leary noted an improvement in the reporting, but questioned whether they were running behind on collecting revenue and why they were not collecting it upfront. Mr. McGaffney explained that it was based on whether the individual wanted to pay it upfront to take advantage of the 4% discount or paid later. If they did not pay their assessment by June, there would be a tax certificate sale. Compared to the \$1.1 million budget, the District collected \$942,000 in assessments as of January, which was good.

February 22, 2024

Sampson Creek CDD

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the consent agenda items as stated above were approved.

EIGHTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – March 21, 2024 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room

Mr. Yuro stated the next meeting was scheduled for March 21, 2024 at 6:00 p.m. at this location.

NINETENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor the meeting was adjourned.

DocuSigned by:
Daniel Laughlin
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Secretary/Assistant Secretary

DocuSigned by:
Mike Yuro
E55AE2DB2E4542E...
Chairman/Vice Chairman