

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, March 21, 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:

Daniel Laughlin	District Manager
Wes Haber	District Counsel
Alex Acree	District Engineer
Daniel Bauman	BrightView
Douglas Macke	Vesta Property Services
Dan Fagen	Vesta Property Services
Jennifer Meadows	Vesta Property Services
Sean Smith	Vesta Property Services
Ben Pasquith	St. Johns Golf & Country Club
Central Security Representatives	
Residents	

The following is a summary of the actions taken at the March 21, 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)*

Resident Chuck Hood of St. Johns Golf Drive noted that the landscaper did a great job on the sod along St. Johns Golf Drive and was wondering if there was additional money to finish the job, as the service road was 75% complete. Mr. Macke estimated that they needed three

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additional pallets of sod to complete the job. This would be discussed under the landscape update.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation Letter from Supervisor Webb

Mr. Laughlin received a resignation letter from Ms. Laura Webb.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor accepting Ms. Laura Webb’s resignation effective immediately was approved.

Mr. Yuro questioned when Ms. Webb’s seat was up for election. Mr. Laughlin confirmed that Ms. Webb’s seat expired in November of this year.

B. Discussion of Board of Supervisors Vacancy Announcement

Mr. Laughlin stated that an e-blast would be sent out, informing interested candidates to submit resumes and they would be compiled for the next meeting, so that the Board could appoint someone to fill that seat. Under his report, Mr. Laughlin would discuss the qualifying periods for the General Election, when Ms. Webb and Mr. Weger’s seats were up for election. If someone was appointed and they did not qualify and no one else qualified, there would be an appointment process. Mr. Haber explained that the Board would declare a vacancy within 90 days and the person in that seat, would serve until the Board filled the vacancy. Mr. Yuro pointed out that Mr. Weger was in the military and only attended two meetings in the past year-and-a-half and questioned if there was a minimum number of meetings that Supervisors were required to attend. Mr. Laughlin pointed out there was no minimum and the only way that a Board Member could be removed, was by the Governor, but he would speak to Mr. Weger, to find out his intentions.

FOURTH ORDER OF BUSINESS

Central Security Update

Mr. Laughlin reported that representatives of Central Security were present to provide an update but cautioned the Board about getting into details about procedures. Mr. Macke indicated that Central Security requested an increase, as they had not received an increase in some time. A representative of Central Security recalled that the Board approved an increase in August of last

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year, but they never received a contract. Mr. Laughlin pointed out that he only received an email from Mr. Macke with a chart and requested a rate sheet, so that District Counsel could draft an agreement. The representative of Central Security offered to provide it and would not request for an increase until the next rate hike in September. Mr. Laughlin requested a ballpark amount for the increase for budgeting purposes. Mr. Yuro asked if they were having any security issues, as prior to Vesta coming onsite, there were concerns about security issues with the food trucks. Mr. Macke confirmed that they had not received any complaints and they were trying to bring back Food Truck Fridays, as there were requests for it. Mr. Yuro requested that Central Security coordinate with the food trucks, when there were events and be visible. Mr. Yuro asked if the increase that they were requesting, was already approved and no Board vote was necessary. Mr. Laughlin indicated that there would be an increase for next fiscal year, but no Board vote was necessary, as it would take effect in September. Mr. Davis requested that security patrol the preserve, between Forest Glen Way and Crested Heron Court on Eagle Point Drive, as he was picking up on a regular basis.

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

Mr. Daniel Bauman of BrightView reported the following:

1. The sod repair proposal was approved along sections of St. Johns Golf Drive and was scheduled to be completed within the third week of March.
2. The blooms on the Fashion Azaleas looked great and were the best of any of their properties.
3. The crew was doing a good job keeping the hedges along the soccer field trimmed.
4. Now that Spring was approaching, the crew would be busy keeping the vines under control. If they could not get to the root, they would continuously be a problem.
5. The Spring flower rotation was scheduled for March. 25th.
6. The trees at 1140 Stonehenge were removed and dropped into the preserve.
7. The crew would perform rejuvenation cuts to the Blue Daze, as hand pulling them was getting out of control.
8. The mulch for the common areas was scheduled for next month.

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Mr. Yuro questioned what they were doing with the pine straw in the islands at the entrances. Mr. Bauman stated that they planned to remove the pine straw prior to the installation of the bulbs. Mr. Yuro requested that Mr. Bauman ensure that their crews were doing what they were supposed to be doing, as some things were slacking. This past week, for example, it did not look like the grass along Leo McGuire Parkway, at the Eagle Point entrance and all the way down to the St. John's Golf Drive entrance, had been edged in a month, but the front of St. John's Golf Drive had been edged. This was what happened with the last company, which they terminated. Mr. Bauman explained that it was a balancing act in the Wintertime, as they reduced the manpower, but they would bring in more manpower during the Summer. It was a 42-week contract and they were there for 52 weeks. Mr. Davis requested an annual schedule. Mr. Bauman reported that the next application of flowers would include a Spring mix with four or five different types of flowers. Mr. Yuro questioned the cost for the extra pallets of sod, as it was not anticipated. Mr. Bauman explained that they measured it out, but when they started to blend it in to make it look uniform, they cut out more than anticipated and offered to split the cost with the District, with the District paying \$1,700. Mr. Leary pointed out that the sod looked nice and they did a good job.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor the proposal from Brightview for three pallets of sod to complete the recent sod replacements along St. Johns Golf Drive, with Brightview splitting the cost with the District in a not-to-exceed amount of \$1,700 was approved.
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Mr. Davis questioned whether there would be bulk leaf removal, as there were piles of leaves. Mr. Bauman indicated that they tackle it in different stages. They would not have to mow this week, since everything was mowed and as of April 1st, it would go back to weekly mowing. They had a leaf truck that they could utilize, but it did not work well with wet leaves. He spoke with Mr. Macke about using the truck for the leaf piles that they had in several areas. It was not specified in the contract, but Mr. Bauman was willing to work with the District. Mr. Leary believed that they needed more sod in several areas that had erosion, such as between the entranceway and Leo Maguire Parkway and the bank on Eagle Point Drive and requested that Mr. Macke work with Mr. Bauman to complete the sod installations. Mr. Laughlin suggested following a phased approach, if it was a significant amount, using the current budget and include

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it in the next budget. Mr. Yuro stated there were areas that needed help and they discussed at the last meeting who was responsible, but the first step was identifying the areas and obtaining prices. Mr. Leary requested that an area by the basketball court be sodded, but before obtaining proposals, Mr. Yuro wanted to ensure that it was appropriate to install the sod in a particular location. Mr. Laughlin would have Mr. Macke make a list of the areas and if an area did not have enough sun, they would do something different. Mr. Davis requested a one-page map that highlighted all of the areas. Mr. Laughlin offered to mark up a blank map that was used for the landscaping.

B. Proposal for Landscaping around Tennis Courts

Mr. Laughlin recalled that the Board received a proposal from BrightView to remove hedges from around the perimeter of the tennis courts and replacing with gravel, to assist with drainage, in the amount of \$22,486.70. Mr. Davis requested that the District Engineer look at the space between the tennis courts and determine what they could do, if the trees were removed, such as turning it into a patio or communal space and opening the fence between two courts, to allow people to travel between Courts 2 and 3. He also requested that it be placed on the long-term list of items. Mr. Laughlin recommended that the Board authorize the District Engineer to provide a plan and cost estimate at the next meeting for approval and then create the schematics. Mr. Leary felt that this was a low priority item, as the trees looked good, other than doing some trimming and proposed purchasing a screen to stop leaves from blowing onto the court. Mr. Macke pointed out that the larger issue was to assist the drainage of the court, due to the buildup of material at the hedge close to the fence, from overhanging trees on the side of the court. The secondary issue was the curling of the bottom of fence, because once the hedges were removed, it would open up a space for tennis balls to go underneath it. In addition, players were hurting their ankles when they get close to the fence. Therefore, Mr. Macke recommended removing the hedge and replacing with gravel and over the long term, looking at adding landscaping further away from the fence. Mr. Leary preferred to install the screen first, to stop leaves from going onto the court and felt that the walkway was not a priority, as no one was requesting it. Mr. Davis agreed but wanted to have the District Engineer provide a specification and sketch for a walkway between Courts 2 and 3 and list it as a low priority item. Mr. Leary requested tabling this matter until Supervisors' Requests.

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Mr. Davis preferred to proceed with the hedge removal, but did not want to relocate the Sago Palm tree and requested that the quote be revised to remove the Sago Palm relocation. Mr. Yuro questioned what the mulch was for. Mr. Bauman explained that once the hedge was removed, there would be a void. Mr. Yuro was in favor of removing the buildup and allowing it to drain better, but felt that \$22,486.70 was a considerable amount and asked if there was an immediate need for it. Mr. Macke supported removing the hedge to get it away from the fence and in the future installing plants. Mr. Yuro pointed out that the hedge provided a barrier to distractions versus the windscreens. Mr. Macke proposed installing the windscreens on an interim basis, to see if it resolved the issues. Mr. Davis was in favor of providing landscaping, incrementally, if funds were available. Mr. Yuro questioned the amount of funds available. Mr. Laughlin confirmed that there were capital reserves of approximately \$160,000 and of the landscape contingency of \$52,000, \$14,000 was used, leaving \$38,000. There were also contingency funds of \$11,000. Mr. Yuro requested that Mr. Bauman provide an updated proposal. *There was Board consensus for Mr. Bauman to provide an updated proposal to remove the relocation of the Sago Palm tree.* Mr. Davis asked if the other Board Members wanted to discuss the walkway between the tennis courts. Mr. Leary did not think it was a priority and preferred to discuss other projects, such as upgrading the amenity room. *There was Board consensus to table the proposal for a walkway between the tennis courts.*

- **Discussion of Pickleball Courts Cost Estimate (Item 7)**

Mr. Laughlin requested that the pickleball court cost estimate be discussed, at this time, since the District Engineer had to leave the meeting. Mr. Acree submitted a cost estimate for the amount of asphalt for the parking, curbing and sidewalk, based on Mr. Yuro's drawing for a set of double pickleball courts and a single pickleball court. There was also an estimate for clearing, earthwork, and sound proofing. Mr. Yuro felt that the cost for sound proofing was high. Mr. Acree indicated that the quote was for Pickleglass, which reduce the sound by at least 50% and the proposal included the glass, panels, lighting and installation, by acting as a sound barrier. Mr. Yuro stated they could sound proof by having a vinyl windscreen, which was \$20 per square foot or \$3,600 for one pickleball court versus \$5,500 for the Pickleglass. Mr. Davis questioned how it would hold up to heavy wind structures. Mr. Yuro pointed out that it was a glass wall. Mr. Leary researched noise abatement and discovered a vinyl polymer. Mr. Yuro believed that it was

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similar to what he found, which looked like a solid windscreen to stop the noise. Mr. Leary preferred to explore noise abatement for the golf course. Mr. Yuro indicated that it was the only area that seemed to be impacted and on the summary sheet, there was a cost of \$270,000 for a base pickleball court, including contingencies, but it did not include the noise. With the noise abatement, it was \$426,000, for a difference of \$156,000. However, it was 10 times more than it should be and preferred to explore other options.

Mr. Davis questioned the difference in price if they eliminated the single court. Mr. Acree stated that the cost would decrease. Mr. Davis felt that it would be helpful to see the price for sound proofing and the asphalt work, which was more than the actual pickleball courts and asked if another site would eliminate that. Mr. Laughlin confirmed that this was the only site being considered. Mr. Leary recalled that the other locations bordered homes. Mr. Acree explained that there were 10 or 11 parking spaces, which the county requested, but if they did not need all of them, the asphalt price would decrease. Mr. Laughlin suggested using some of the parking spaces for golf carts. Mr. Macke pointed out that there was parking at the end of the cul-de-sac. Mr. Leary requested that a fob key be included in the security proposal. Mr. Laughlin pointed out that the pickleball courts would be paid out of the bond funds. Mr. Macke requested that Mr. Acree provide a breakdown of the cost per pickleball court. Mr. Acree would provide a proposal to remove the single pickleball court. Mr. Macke asked if there were concerns about landscaping. Mr. Yuro preferred to have some landscaping to provide a buffer to the golf course, but there was a berm, which he recommended moving closer to the golf course. Mr. Acree questioned how much of the forest would be removed, if they moved the berm to the other side. Mr. Yuro envisioned removing 10 feet of trees and placing shrubbery on top of the berm. Mr. Davis requested a line item in the budget for landscaping.

Mr. Davis recalled that there would be security for the gates and questioned whether it should be an access card system, as he was concerned that the public would use the court and questioned whether they had any obligations to the cemetery, since the cemetery was there before development and if there was any documentation between the county and the owners of the cemetery. Mr. Haber was not aware of any such agreement and Mr. Acree did not recall anything in the PUD. Mr. Yuro was not aware of any such agreement, but recalled when the community was built, the developer included an entryway to the cemetery and fencing around it. Mr. Leary was ready to proceed, based on the location not being near homes, being a short walk

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from the Amenity Center, the sound study being clean and the financing. Mr. Acree pointed out that the next step was obtaining quotes, as funds were available from the 2020 bond issuance. Mr. Davis preferred to have a lengthy conversation with the residents before proceeding, since it was a brand-new amenity, separate from the Amenity Center and the money could also be used for tennis courts, amenity room, landscaping, dog park and pool deck. Mr. Laughlin recalled that once there were plans and numbers, an e-blast would be sent out to the community. Mr. Yuro agreed with Mr. Davis' approach, as they needed to understand what they had available and prioritize the projects. Mr. Davis requested that the area be marked with stakes, for residents to look at. Mr. Leary recommended sending out a survey to residents. Mr. Laughlin suggested sending mailers with a breakdown and a postcard with options for what residents wanted, which would be returned to the Amenity Center. *There was Board consensus to table this matter until there was an incremental cost of reducing parking spaces, removal of one court and access control.*

- **Update Regarding Bulk Head Inspection (1929 Glenfield Crossing) (Item 8)**

Mr. Acree was waiting for the proposals for the bulkhead repairs at 1929 Glenfield Crossing. They met with both contractors on site and Mr. Tyler Smith met with one yesterday, who looked at the bulkhead from the inside of it. The contractors had two completely different approaches; one would be disturbing to all of the homeowners and the other one would be less intrusive, as they would install vinyl piling on the inside of the bulkhead and then backfill with flowable fill, but it would be expensive. Both contractors agreed that the slat boards were rotted around the entire perimeter of the pond, but the pilings were still good. Mr. Laughlin questioned the number of bulkheads on residents' property. Mr. Yuro recalled that the only other one, that the CDD could potentially be liable for, was on Glenfield Crossing, along Hole 6, but if there were no complaints, they should leave it alone. Mr. Acree would review the scope. *This item was tabled to the next meeting when proposals were received.* Regarding the pool plans for the upper deck of the pool, the county provided three or four comments that were landscape related. The permit should be submitted before the next meeting. Mr. Yuro questioned how long the permit was good for. Mr. Acree confirmed that it was good for five years. *Mr. Acree left the meeting.*

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SIXTH ORDER OF BUSINESS**Discussion of Amenity Policy Revisions**

Mr. Laughlin reported that Ms. Ashley was working on revisions to the Amenity Policy, which was provided to the Supervisors for review. The majority of the changes were in the rewording of the language, which Mr. Leary requested and the biggest change was to the room and rental section, to clarify the number of people using the outside rentals. Mr. Yuro requested that the service animal definition meet the ADA definition and asked about the inclusion of the actual fees. Mr. Laughlin pointed out that the fees could only be changed at a public hearing. Mr. Yuro requested further discussion about including a fee for a party. Mr. Davis recalled that the Board was approving each request on a case-by-case basis, until the new rules were in place. Ms. Ashley provided draft language for rental of the room at no cost and charging a deposit for cleaning purposes but did not include anything for organizations or non-profits. Mr. Yuro preferred that everyone pay a deposit and that residents pay a fee if they were having a birthday party. Mr. Leary was in favor of having residents pay a deposit, but not a fee, as residents were already paying assessments. Mr. Davis asked if they could prevent someone from using the room for commercial purposes. Mr. Fagen stated that Vesta did not permit residents conducting business on CDD property, unless there was prior approval and setting a limit as far as the number of rentals on an annual basis. Mr. Laughlin stated the only type of business that was permitted, was for Zumba or swim class, which would benefit residents. Mr. Haber explained that the Amenity Center was on CDD property, which was considered public and exempt from ad-valorem taxes and if it was used for business purposes, the District would lose this entitlement. Mr. Yuro requested that the policy be updated to allow residents to book with no fee, but a deposit would be required if they booked multiple events and it must come before the Board for approval. Mr. Leary agreed.

Resident Margaret Renault of 1861 Forest Glen Way asked if the Boy Scouts and non-profits needed to ask for approval again to not pay the fee. Mr. Yuro recalled that their approval was through the end of the year and requested that there be a certain time period such as one year and not just an indefinite approval. Mr. Davis asked if a social club would need to pay a deposit, since they were not generating revenue. Mr. Laughlin confirmed that they were not paying a deposit. Ms. Renault pointed out that they use the amenity room twice per year for their neighborhood bible study group, which was comprised of 50% residents, once in the Spring and once in the Fall and make the request once per year. Resident Kurt Valentine voiced concern that

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a group of white supremacists would rent the room and no one lived in the community, except for the resident that rented the room and that non-residents were using the basketball and tennis courts. Mr. Yuro preferred that the policy state that someone having multiple rentals, must come before the Board for approval, residents not pay a fee for use of the room and groups that come before the Board to request the room, not pay a deposit. *There was Board consensus to table this matter for staff to amend the Amenity Policy and bring back the changes to the Board at the next meeting for review and approval.*

SEVENTH ORDER OF BUSINESS**Discussion of Pickleball Courts Cost Estimate**

This item was discussed.

EIGHTH ORDER OF BUSINESS**Update Regarding Bulk Head Inspection (1929 Glenfield Crossing)**

This item was discussed.

NINTH ORDER OF BUSINESS**Consideration of Proposals****A. Lifeguard**

Mr. Laughlin stated that five companies bid for three lifeguards per shift and Vesta was present to provide their proposal. The following comparison was provided to the Board, along with the proposals:

- **Vesta**: \$48,689 - Full Season, \$21.40 Hourly Rate
- **RMS**: \$42,295.50 – Full Season, \$19.50 Hourly Rate
- **Elite Amenities**: \$52,501 – Full Season, \$30 Non-Holiday Rate and \$45 Holiday Rate

Mr. Laughlin pointed out that PMI Pool Management contacted him at the last minute. They had a \$10,320 base management fee, which covered more than just lifeguard work, like cleaning the pool and checking chemicals and charged an hourly rate of \$20.85, with three people per shift. Two references were provided, which were for HOAs.

- **USA Pools**: \$37,340 – For Two Lifeguards and \$54,230 for Lifeguards and Gate Personnel

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Mr. Laughlin explained that USA Pools had a flat billing rate and the District would pay the same monthly charge, regardless of the weather and hours worked. Mr. Yuro asked if any of the other companies were present. Mr. Laughlin stated that Mr. Sean Smith, the Regional Aquatics Director of Vesta, Vesta was the only one in attendance. Mr. Yuro asked if Spring Break worked out. Mr. Macke spoke with Mr. Tyler Alexander, the Lifeguard Supervisor, who informed him that it worked out well with no issues. The lifeguards performed normal checks, as well as cleaning windows, removing trash, straightening chairs and wiping down tables. However, there was an issue with a young child, who was surprised as they came down the slide and into the cold water. The lifeguard jumped in and handled the situation, which Mr. Macke was impressed with. Mr. Leary recalled in 2023, the District paid \$45,000 for lifeguards, with no onsite presence, but this year, the District paid \$48,000, with onsite presence and questioned why there was an increase of \$3,000 this year. Mr. Fagen explained that the onsite presence was irrelevant and had to do with the pay rate, which increased by \$13, for a 9% increase. Mr. Leary questioned the number of hours in their proposal. Mr. Fagen confirmed that there were 2,235 hours. Mr. Fagen would provide the reporting that Mr. Yuro requested. Mr. Davis was comfortable engaging Vesta for lifeguard services.

On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor the proposal with Vesta for Lifeguard Services in the amount of \$48,689 was approved.
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B. Sidewalk Repairs

Mr. Laughlin presented a proposal from 2 Men Concrete for urgent sidewalk repairs at 1213 and 1235 Stonehedge Trail Lane in the amount of \$2,800. They were doing an assessment, marking areas where sidewalks needed to be replaced, but this was an area where there was an incident and it should be fixed. Normally, he would have just approved it, but since it occurred close to the meeting, Mr. Laughlin decided to bring it to the Board. Mr. Haber recommended that before the work was completed, reaching out to the county attorney, to inform them that the District was repairing it and they would have a certain amount of time to inspect it. Mr. Yuro questioned whether there was any downside to repairing it at this time. Mr. Haber advised that the best way to limit the District's liability, was to repair the sidewalks that were bad and then prioritize, which sidewalks to do first. Mr. Macke stated if the categorized the sidewalks, this one

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would be in the high category, as there was a large concern. Mr. Yuro was not against repairing this sidewalk, because if a resident tripped and fell, the District would be liable and questioned whether this was the best course of action. Mr. Laughlin recommended that the Board approve it contingent on him speaking with the insurance company and obtaining a proposal for the worst sidewalks, which he would present at the next meeting. Mr. Yuro asked if it impacted the legal case with the resident. Mr. Haber did not believe that it impacted the legal case and felt that the District should repair it in good faith. Mr. Macke suggested that Vesta walk the entire neighborhood and inspect the sidewalks once a month. He did not have a breakdown of the sidewalks with their severity but would provide one. Mr. Yuro pointed out that it was a never-ending issue but was good with moving forward with what Mr. Macke suggested. Mr. Leary felt that overall, they did a good job of repairing sidewalks and was in favor of repairing them. Mr. Laughlin recommended that the Board approve a not-to-exceed amount.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the sidewalk repairs as stated above, subject to the District Manager and District Counsel confirming with the insurance company that there would be no issues was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber reminded the Board that the Form 1 for this year was due on July 1, 2024 and an email would be sent from the Florida Commission on Ethics, with a link to file it electronically, as opposed to submitting a hard copy to the Supervisor of Elections. However, at this time, many Board Members had not received it, but this was a reminder for Board Members to file it in time. Mr. Laughlin would provide the link and recalled that there was a process through the State website where they had to provide the name of each Board Member, which triggered the email. Mr. Davis questioned the ethics course. Mr. Haber confirmed that Board Members had until the end of the year to complete the ethics course and when they filed their Form 1 for 2025, there was a box to check when they completed their ethics training in 2024.

Mr. Leary voiced concern about an invoice for \$86,000 for parking lot materials, 40% of which the District was obligated to pay and requested an approval process with the golf course, if there were activities that involved large amounts of money. Mr. Haber reviewed the easement and the golf course, was obligated to maintain, repair and replace the easement area, which was

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the parking lot, but the grantee, which was the CDD, was required to pay the golf course 40% of the cost of the maintenance and golf course was responsible for the balance. The CDD was required to pay its share of the maintenance expenses within 30 days. However, there was no provision for the golf course to inform the CDD, what they were doing. Mr. Leary understood that they must agree, but there was no approval process; however, they were initially told that the cost would be \$30,000 and it ended up being \$34,000 and they did not come before the Board for approval for the \$4,000. Mr. Yuro did not disagree, because they did not have the money and the Board was not aware of it. Mr. Laughlin suggested adding a requirement that the CDD must be notified at least three to six months prior for approval of expenditures. Mr. Davis questioned who owned ramp going down the sidewalk and into the street, as there was a sidewalk panel on the golf course path, exiting to Hole 12, that had a ramp, which was raised 4 to 5 inches, whether Troon owned it, who was liable and whether there was a legal relationship. Mr. Yuro believed that the CDD owned it, because where the cart path hit the back of the sidewalk, was the right-of-way (ROW) line. Mr. Davis questioned who was responsible for the panel that crossed the sidewalk, whether there was an easement and if the CDD was legally responsible for it. Mr. Laughlin indicated that some of it was owned by the CDD, but most of it was owned by the golf course. Mr. Davis wanted to ensure that the CDD resolved this matter, as he was notified multiple times about it and brought it up at several meetings. Mr. Haber did not believe that an easement was in place and golf cart paths located in a CDD ROW, belonged to the CDD, but the golf cart path was the responsibility of the golf course. Mr. Laughlin requested that Mr. Macke take pictures and coordinate the repair with Mr. Pasquith.

Mr. Davis reported that his neighbor's four-year-old was struck by a golf cart exiting the cart path onto St. Johns Golf Drive. Fortunately, the child was fine, but the golfer was drinking. It turned out that the hedges were high and assumed that the liability was with the golf cart driver, but there needed to be a request with Troon, to trim their hedges and questioned the proper way to do so. Mr. Haber stated if the hedge was on Troon's property, it was Troon's responsibility to trim the hedges and would assist Mr. Macke with the drafting of the letter to Troon, stating that it was brought to the CDD's attention, that a hedge was a line-of-sight issue and that they cut the hedge, to remove the line-of-sight issue and confirm that no similar issues existed. Mr. Leary requested that they not cut the entire hedge, because of a complaint from a resident that the hedge was cut too low and there were privacy issues. Mr. Davis requested that

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staff obtain prices, communicate with Troon and request that a representative attend the next meeting.

B. Engineer

There being no comments, the next item followed.

C. Manager – 2024 General Elections

Mr. Laughlin announced that the qualifying period for the General Election was from June 10th to June 15th at Noon and any residents that were interested, qualify with the St. Johns County Supervisor of Elections. In order to be placed on the ballot, residents could either obtain signatures or pay a \$15 fee. If multiple people run for the same seat, there would be a ballot in November for all residents in this community, but if only one person qualified, they would automatically win and two weeks after the election, they would be placed on the Board. However, if no one qualified, the Board would make appointments. If the Board desired, staff could send out an e-blast, at the beginning of June, notifying residents. At the next meeting, a draft Proposed Budget would be provided to the Board for approval. There would be several months of discussion and then the Board would adopt the Final Budget in August. It was the same process as the prior year, where the approval of the Proposed Budget would set the high-water mark, which could be lowered, when the Board adopted the budget, but could not be increased. If an increase was approved, a letter would be sent to all residents; however, there was a capital reserve of \$200,000, which saved the District from having an increase, as another \$200,000 would be transferred.

Mr. Leary recalled that the Board approved the increase for Central Security, which was substantial and asked if the District was going to have to pay for back pay. Mr. Laughlin admitted that this fell through the cracks, as they dealt with Ms. Leah Tincher, but she left and nothing was done until it was brought it up again. Mr. Laughlin offered to work with Mr. Macke on something official, which would be an addendum to the agreement. Mr. Yuro pointed out that the District was being charged for the increase. Mr. Davis asked if the District had a copy of the current procedures. Mr. Laughlin confirmed that it was not in the form of an agreement and staff was working with Central Security on the procedures. Mr. Yuro understood that Central Security was only protecting the amenity area, although there were requests in prior years, to have them patrol the streets, but it was not an appropriate use of CDD funds to enforce private property. Mr.

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Davis requested that security enforce where their streets ran through the forest on Eagle Point Drive, as well as the public spaces on Cemetery Road. Mr. Laughlin suggested that the off-duty police officer respond to calls. Mr. Davis asked if staff received security reports and if the Board could review them. Mr. Macke had copies of the security reports in a file, which he could provide to the Board; however, there were no major issues. Mr. Haber requested that they provide the report to him to forward to the Board, versus including in the agenda package. Mr. Fagen pointed out that Glen St. Johns was interested in engaging Central Security for a limited amount of hours and would investigate this further, as there may be cost efficiencies. Mr. Davis requested a copy of the Request for Proposals (RFP) for lifeguard services and that future ones be included in future agenda packages when the District went out for RFP.

D. General Manager

1. Report

2. Athletic Field Maintenance Reports

Mr. Macke presented the General Manager's Report, which was separated into four sections. The sidewalks were already discussed and he would identify the broken sidewalks and note their severity. The pool had cool temperatures and the lifeguards were prepared for any visitors. Maintenance staff was ensuring that all of the equipment on the playground was being repaired and were looking into different playground options for the kids. The soccer field looked good. The Spring Fling event went well. There was some minor damage, which was taken care of, but no major damages. They have seen an increase in Poa Annua Grass, a weed commonly found in lawns, but decided to hold off on treating it until April; however, it was getting overgrown, so it was sprayed with an herbicide. Mr. Davis stated according to the contract with Troon for the soccer field, monthly reports were supposed to be provided and there was supposed to be a walk through. Mr. Macke received the monthly report yesterday, which was included in his report. Repairs were made to the pool coffins to re-install electrical boxes on a new wood platform. The parts cost \$20 and it took two hours to install it in-house. They were looking into getting them painted, as they were faded. Three sections of sidewalks were pressure washed at the tennis courts, after paint was left on the sidewalk during repairs, but it looks better now. All of the lounge chairs were pressure washed. A few more chairs around the tables in the lanai, were left to be pressure washed.

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Mr. Macke reported that some repairs were made on the center islands of two GFIs and trees on Courts 3 and 4 were trimmed. There was a quarterly check of the air conditioners in the Fitness Room and everything was fine, but one air conditioner that was replaced last year, had rust on the coils. A quote would be presented to the Board next month, as the air conditioner was installed in 2009. Trees dropped in the preserve on Stonehedge Trail Lane, worked out well. A couple of cart path signs were repurposed, because of the Pool Sure truck breaking the concrete. A sign would also be added to the soccer field. The sod replacements were completed and Mr. Macke appreciated the Board approving the three additional pallets of sod. A light pole between the pool and splash pad had a rotted base. Staff would remove the light pole, to determine how it could be repaired. Staff was continuing to monitor the irrigation issues and they were having less issues. Mr. Macke included in his report, his Daily Asset Plan, as well as a Community Enhancement Plan. Sod along St. Johns Golf Drive, removal of the preserve trees and painting of the Fitness/Yoga Room, were completed and would be removed from the Community Enhancement Plan. On the Future Community Enhancement Plan, the waterslide re-seal, would be coordinated with other Vesta properties in the Summertime, re-roof of the Amenity and Fitness Rooms, was being coordinated with the golf course and joining the area between Courts 2 and 3 and replacement of the older A/C unit, were forthcoming. Mr. Macke performed a walk-through with Mr. Pasquith of the soccer field and a few items were discussed. They were monitoring the irrigation and rotating the goal posts. The Rye and Bermuda Grasses would be spot treated. The soccer field would be aerified at some point and there would be a vertical mowing. There would be a bulk application of fertilizer in May. Mr. Davis thanked Mr. Macke for coordinating the event on the soccer field, as there was a huge crowd. It was great utilization of the field.

E. Amenity Manager – Report

Ms. Ashley presented the Amenity Manager's Report. They had a great turnout for the Winter Wonderland event and the kids loved seeing Anna, Elsa and Olaf. The Spring Fling was well attended and photos were provided to the Board. There were 15 vendors, three food trucks, a kid zone area, egg hunt and a visit from the Easter Bunny, which the kids enjoyed. The weather was perfect. In the future, there would be a Mother's Day event, along with a movie night. There

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will be food trucks during the movie, which was a good way to start bringing back the food trucks.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Davis requested a long-term vision for what the Board would like to see the CDD accomplish, such as the pickleball courts, tennis courts and pool improvements. He proposed installing an outdoor ping pong table, in the flat area that separated the patio from the Gym and installing a stop sign at Forest Glen.

TWELFTH ORDER OF BUSINESS

Public Comments

Resident Corrine Darling of 1929 Glenfield Crossing Court reported that some incidents occurred yesterday on the soccer field, when older kids were bullying younger kids and using vulgar language and questioned whether there were cameras, as security was not working yesterday. Mr. Laughlin stated that this was the first time he heard about this. Mr. Macke confirmed that nothing was reported and would look into it. Mr. Leary requested that security patrol the soccer field next Monday. Ms. Darling observed that golf carts were not stopping when crossing the street. Mr. Laughlin pointed out that the CDD did not have control over traffic and suggested mentioning it to the off-duty officer. Ms. Ashley suggested including a reminder in the newsletter. Mr. Davis requested that Troon remind the golf cart drivers to stop. Mr. Leary requested an update at the next meeting on the impact fee credits. Mr. Laughlin would reach out to a broker that he worked with in another District, who charged 6% of whatever the sale was.

THIRTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Balance Sheet as of February 29, 2024 and Statement of Revenues & Expenditures for the Period Ending February 29, 2024**
- B. Check Register**

Mr. Laughlin presented the Balance Sheet and Statement of Revenues and Expenditures for the Period Ending as of February 29, 2024 and Check Register for March 21, 2024 in the amount of \$259,131.16 for the General Fund. There was a transfer of \$158,000 to the State Board of Administration (SBA) account and a check in the amount of \$34,452.90 for the landscape work, which was paid out of the Capital Reserve Fund. The District was doing well, operating almost \$100,000 under budget.

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

FOURTEENTH ORDER OF BUSINESS

Closed Session: Consideration of Cost Share Agreement with Glen St. Johns CDD for License Plate Reader

Mr. Laughlin called the closed session to order at 8:40 p.m. to discuss the Cost Share Agreement with Glen St. Johns CDD for a License Plate Reader (LPR), since Glen St. Johns used the same entrance as Sampson Creek CDD residents. The public was asked to leave the room. The Closed Session adjourned at 8:43 p.m.

On MOTION by Mr. Leary seconded by Mr. Davis with all in favor the Cost Share Agreement with Glen St. Johns CDD for a License Plate Reader was approved.

FIFTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – April 18, 2024 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room

Mr. Yuro stated that the next meeting was scheduled for April 18, 2024 at 6:00 p.m. at this location.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Yuro 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
E66AE2DB2E4642E...
Chairman/Vice Chairman