

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, September 19, 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	Vice Chairman
Mike Davis	Supervisor
Lori Weitzel	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber <i>via phone</i>	District Counsel
Alex Acree	District Engineer
Daniel Bauman	BrightView
Charles Gonzalez	BrightView
Haley Hadd	Vesta Property Services
Dan Fagen	Vesta Property Services
Ben Pasquith	St. Johns Golf & Country Club
Andrew Anderson	Precision Sidewalk Safety Corp
Mark Seymour	Lake Doctors
Eric Williams	Lake Doctors
Residents	

The following is a summary of the actions taken at the September 19, 2024 Board of Supervisors of the Sampson Creek Community Development District meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:02 p.m. A quorum was present.

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SECOND ORDER OF BUSINESS

Public Comment *(regarding agenda items listed below)*

Mr.. Mike Haag of 420 St. Johns Golf Drive asked if there would be discussion on the washout behind his property, since neither Mr. Masters nor the District Engineer were present. Mr. Yuro indicated that Mr. Acree, represented the engineering company and was present to discuss this matter.

THIRD ORDER OF BUSINESS

Amenities Booking Requests

Mr. Oliver stated there were no requests at this time.

FOURTH ORDER OF BUSINESS

Update on Golf Course Project

Mr. Ben Pasquith of the St. Johns Golf & Country Club was asked by Mr. Yuro to provide an update on golf course projects that would impact the community. Two projects were underway; one to install a structure over the back of the driving range, which would be Topgolf style and the other, to expand the starter house, in order to serve food and beverage. They expected construction traffic in these areas. The golf course would be closed in May of 2025 until late September/early October for renovation of the greens, but the Clubhouse and driving range would remain open. Mr. Davis questioned when the driving range project would be completed. Mr. Pasquith confirmed that it was in the permitting stage. May 5th is the start date for the greens so closure May 4th will be that last day that we have anything; however, on March 28th, they would be spraying the greens. In preparation to re-open, they planned to mow the grass to the same height and raking it more frequently. Mr. Yuro appreciated Mr. Pasquith attending the meeting and providing this report.

FIFTH ORDER OF BUSINESS

Update from Lake Doctors

Mr. Mark Seymour of Lake Doctors provided an update on the condition of the 29 lakes and ponds throughout the community and to answer Board Member questions. Three crew members were assigned to the community, which Mr. Eric Williams supervised. They had extensive knowledge of aquatic herbicides and algaecides, to control the aquatic weeds and algae. The lakes/ponds were also stocked with weed eating grass carp for biological control. They had a successful Summer, with no major issues. The worst part of the year was early in the Spring, when water levels were low. Mr. Yuro asked if their contract was for one year. Mr.

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Seymour indicated that it was an annual contract, which was the same price as the prior year. Mr. Yuro questioned the last time that the lakes/ponds were stocked with fish. Mr. Seymour recalled that it was in 2022. Mr. Yuro questioned staff's opinion of Lake Doctors. Mr. Fagen stated that overall, everything looked good and Lake Doctors was responsive, although there was an uphill battle due to the drought. Mr. Davis questioned the scope and if they picked up trash. Mr. Seymour provided their scope. Mr. Williams indicated that they did not routinely remove trash from the ponds, unless there was a request for trash to be picked up in a certain area.

Mr. Davis questioned how growth was treated through the bulkhead. Mr. Williams pointed out that typically they treated vegetation growing out of it, with a boat, but one bulkhead was problematic, as they could not get their boat into the pond, which was 25A. They did not do this routinely, but if he was asked to, he would treat it. Mr. Yuro explained that the bulkhead on Pond 25A, had adjoining houses and a fence and the only side that did not have a bulkhead and fence, was on the preserve side, which they did not have access to. Mr. Seymour offered to check this bulkhead. Mr. Davis noted that the bulkhead behind the Clubhouse looked clean, but the one on Pond 24, had enough organic material coming through it, to justify a treatment, as eventually the organic material would affect the bulkhead long-term. Mr. Yuro requested that any bulkhead issues be reported to Mr. Masters or Ms. Hadd, so that they could inform Lake Doctors. Mr. Seymour would speak to field staff about this further. Mr. Davis questioned in their monthly report, why they could not get access to Pond 24A, as a homeowner complained about algae. Mr. Williams stated the issue was with the wall, but there was sufficient space to spray algaecide into the water and would have it sprayed tomorrow or early next week.

On MOTION by Mr. Leary seconded by Mr. Yuro with all in favor the renewal with Lake Doctors for Fiscal Year 2025 in the amount of \$2,360 per month with the inclusion of grass carp in the amount of \$2,000 was approved.

SIXTH ORDER OF BUSINESS

Discussion Regarding Sidewalk Repair

Mr. Andrew Anderson of Precision Sidewalk Safety provided an update on the sidewalk repairs that they completed for \$10,000. At the end of June, they surveyed all of the sidewalks on St. Johns Golf Drive, from Leo Maguire Parkway until the end of St. Johns Golf Drive. They hand measured all sidewalks that were 0.25 to 2 inches and identified 391 trip hazards. If

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sidewalks between 0.25 to 2 inches were repaired and there was a 1:12 slope, the ADA guidelines were satisfied, as anything below 0.25 was not considered to be a hazard. Since the last meeting, with the \$10,000 that the Board approved, they repaired 132 hazards on Leo Maguire Parkway through St. Johns Golf Drive, as a trial, to show what the repairs would look like. A report was provided to the Board, showing every hazard with the height, at the highest point, along with the width and depth and requested feedback from the Board on the direction to now go in, as they were doing a phased approach. They were currently making repairs on St. Johns Golf Drive and had 260 hazards to complete, before proceeding to Eagle Point Drive, which had the worst hazards, versus Eagle Point Drive, which had long stretches that were not bad and had trees that were set off of the right-of-way (ROW). On Chelsea Circle, there were only four hazards, but driveways were badly damaged and there were hazards on Foxtail Court, Highland View Drive, Drury Court, and Eagle Point Drive. Mr. Yuro estimated that there was another \$31,000 worth of hazards that were identified. Mr. Anderson explained that they could repair a sidewalk for \$75 or \$550 to \$600 to repour a panel, but repouring did not negate the fact that there was a great deal of settling and trees and the only way to make a sidewalk flush, was to eradicate trees and roots.

Ms. Weitzel questioned the amount of most severe sidewalks remaining on St. Johns Golf Drive. Mr. Anderson explained that typically the most severe sidewalks were above 1 inch. Mr. Yuro asked if there was a proposal for Eagle Point Drive, Drury Court and Chelsea Circle. Mr. Anderson did not have an official estimate to provide a proposal, but at \$75 per hazard, the cost for 1,500 hazards would be \$112,000. Mr. Leary noted that the final result looked good, but they needed a good estimate, as he believed to complete the entire community, if they were repairing 100 sidewalks per day, it would take 142 days to complete the work. Mr. Yuro asked if the Board could authorize \$15,000 or \$20,000 and Precision could repair the 25% worst sidewalks, to show that they were being diligent and trying to address the problem. Mr. Anderson pointed out that surveying 1,500 to 2,000 was time consuming, but they could survey all hazards that were 1 inch and above. Mr. Davis felt that repairing sidewalks from one end to the other, over the course of time, was reasonable and would be more efficient for them, as they would end up with much cleaner sidewalks and recommended approving \$10,000 every month or every other month, until the hazards were addressed. Mr. Yuro preferred to start with the ones that had the biggest trip hazards. Mr. Davis felt that made the most sense but wanted 2 Men Concrete to

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handle the ones that Precision could not handle. Mr. Anderson recommended repairing everything from 0.25 to 2 inches on the three roads where there were the most complaints and slowly add in the adjacent ones. Mr. Yuro was in favor with approving \$10,000 to complete the most severe hazards on St. Johns Golf Drive and have Precision survey the remaining roads and report to the Board at the next meeting. Mr. Leary requested an estimate from 2 Men Concrete for grinding sidewalks for comparison purposes.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor authorizing an amount not-to-exceed \$10,000 for the repair of severely raised sidewalk panels of 0.25 to 2 inches on St. Johns Golf Drive was approved.

Mr. Davis pointed out that he did not see 2 Men Concrete remove any sidewalk panels, between this meeting and the last meeting and asked if they were still onsite. Ms. Hadd reported that they were severely delayed, due to the rain, but staff was working with them. Mr. Davis noted that one of two driveways, had concrete panels that overlapped the ROW and were lifted and suggested that staff contact the HOA to repair them. Mr. Yuro preferred identifying them first, as there were ones in the CDD ROW and there needed to be guidance from District Counsel on who was responsible for them. Mr. Haber advised that it varied from hazard to hazard, but since the CDD was taking responsibility for the sidewalk and the driveway was causing the hazard, it was the homeowner’s responsibility under the covenants, regardless of who originally installed it. However, if someone tripped and fell, in all likelihood, the CDD and the homeowner would be sued. Mr. Yuro requested that staff coordinate with the HOA on this matter. Mr. Fagen would address this with the HOA.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being no comments, the next item followed.

B. Engineer

Mr. Acree indicated that there were three items on the agenda later in the meeting that he would discuss.

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C. Manager

There being no comments, the next item followed.

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

Ms. Hadd reported that the events were going smoothly and four were planned through the end of October. The Swim and Run was scheduled for this weekend and the Fall Festival on October 19th, but the Movie on the Lawn for September was re-scheduled for October 4th, due to the weather. Mr. Leary requested that vendors not park their vehicles on the field. Ms. Hadd obtained the following proposals for a ping pong table: a Cornilleau 510 Outdoor Table Tennis Table for \$2,199, which she recommended and a 100X Outdoor Table for \$900. The area that was recommended by the Board, was outside of the Gym, which was used for working out, but there would not be much usage of the ping pong table, early in the morning. The only issue with the ping pong table, was balls being thrown at windows or gutters. Mr. Yuro had no issue with installing a ping pong table, but asked if one was requested by residents. Mr. Davis stated that he requested it, as well as a backboard. Ms. Weitzel felt that the Cornilleau 510 was more aesthetically pleasing. Ms. Hadd voiced concern about the 100X Outdoor Table, as it was commercial and had wheels that could be moved by residents and recommended that staff distribute the paddles and balls during office hours. Mr. Davis felt that adding a ping pong table on the pool deck, would be a nice amenity to provide to residents, but it could be added in the Spring, when the pool deck was more utilized. Ms. Weitzel liked the idea, but preferred to wait until the Spring and budget for it. Mr. Yuro was in favor of waiting until the Spring, as he hated to spend money on it and then it not be used. Mr. Leary preferred having a backboard. *There was Board consensus to bring this item back to the Board in the Spring.* Mr. Fagen would include it in his February report.

Ms. Hadd obtained the following proposals for a backboard: a Rally Master 10x16 Backboard for \$4,480, Bakko Professional Flat Series 10x16 Backboard for \$6,473 and Bakko Slimline Flat Series 8x18 Backboard for \$4,279. She had no preference and left it up to the Board, but the Tennis Instructor, Rahman preferred Rally Master. Mr. Leary felt that it should be placed indoors and voiced concern if people were playing after hours, because the Gym was open until 11:00 p.m. Ms. Weitzel agreed, as it would invite people to come out to the pool, after

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hours. Mr. Davis believed that a backboard would be beneficial and asked if the vendor would install it. Ms. Hadd stated that the vendor would only provide the material and the backing to secure it and staff must install it. A Tennis Pro in the St. Johns community, noted that backboards were not used much, unless residents requested one, as the balls would rebound low, which would not stimulate play with another person. Mr. Yuro questioned whether there were any concerns with the current tennis teams that utilize the courts. Ms. Hadd indicated that it would not cause a hazard, as the backboard would attach to the fence. Mr. Yuro appreciated this information, but if they were not receiving requests for a backboard, one was not necessary and preferred to table this item for now to see if there was interest from residents. *There was Board consensus to table this item.*

Ms. Hadd spoke to Energy Lighting regarding the holiday lighting, as they were used in the past and recommended continuing with them, as they agreed not to increase their prices from last year, replace all of the equipment that was damaged last year and had waterproof plug covers, to address issues that occurred in the community last year. She asked them to include two monuments on Leo Maguire Parkway and Stonehedge Trail Lane and Eagle Point Drive, to make the lights flow more throughout the community, which only increased the price by \$500. Mr. Yuro felt that this was a great starting point, but voiced concern that one week after the lights were installed last year, half of them were out and they never came out to repair them and questioned whether there was a provision in their contract, to come back out. Ms. Hadd was told by them verbally, that they would come back out, but the quote that she received was just for the installation. Mr. Leary requested an agreement from them. Mr. Fagen recalled that the vendor performed weekly maintenance of the lights and Vesta performed preventative maintenance to check the GFIs. Mr. Yuro agreed with proceeding, if Energy Lighting agreed to come out to maintain the lights as needed. Leary requested that Ms. Hadd speak to them about upgrading the decorations, particularly the red wreaths. Ms. Hadd would make this request.

Ms. Hadd reported with the amount of rain in the past few weeks, the field was closed due to puddling and recommended sending out an e-blast informing residents that the field was closed, if this re-occurred. Mr. Leary requested posting field closure signs along with sending out the e-blast. Mr. Fagen offered to post a low profile, A-frame sign that would not blow away and would obtain recommendations on vendors from Mr. Pasquith. Ms. Hadd obtained proposals from Soft Crete and C-BUSS Enterprises, the CDD's current pool maintenance provider, for the

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splash pad flooring. Ian from C-BUSS inspected the flooring this morning and determined that the deterioration was caused by acidity of the low pH and high chlorine levels, versus the product or installation and offered to cover the cost of the installation, if the CDD covered the cost of the materials. Ms. Weitzel pointed out that Soft Crete felt that the surface never should have been installed. Ms. Hadd stated that according to Mr. Clayton Austin of C-BUSS, their website stated that their flooring was not waterproof. Mr. Davis requested that the original contract from Soft Crete, be circulated to the Board and asked if there was any information on the warranty. Ms. Hadd stated there was a three-year warranty, but it would only cover if the material failed due to the installation and not wear and tear. Mr. Yuro requested that this item be tabled to the next meeting and have the vendors speak to the Board. Ms. Hadd pointed out that there were complaints from residents regarding the little beads from the surface, getting everywhere. Ms. Weitzel noted that some of the features were not working. Ms. Hadd explained that the features were not working, due to the beads getting stuck in the pump, causing low pressure. Mr. Yuro requested a proposal from C-BUSS on repair of the surface. Mr. Davis questioned whether the CDD had any recourse for the beaded material causing their pumps to not work properly, if Soft Crete provided a faulty product. Mr. Haber recommended an initial review of the agreement, to determine what obligations that the contractor had and writing a letter to see if they rectify the situation. Mr. Fagen would obtain three proposals and provide at the next meeting. Mr. Fagen reported that the Summer Camp was a success, but there was a 10% revenue share, where the District received 10% of the gross revenue and requested that the District waive the 10%. Mr. Yuro did not have an issue waiving it.

On MOTION by Mr. Davis seconded by Ms. Weitzel with all in favor waiving the 10% revenue share for Summer Camp was approved.
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Mr. Fagen reported that Vesta handled amenity athletics such as youth athletics, soccer, flag football and basketball and would be holding clinics in November for flag football for ages seven to twelve, from 4:00 p.m. to 6:00 p.m. Ms. Weitzel questioned the rate. Mr. Fagen stated it was \$95 per participant, for residents and non-residents. Mr. Yuro questioned whether this would affect the District, as all of their amenities were resident only. Mr. Haber recalled that there was no prohibition. Ms. Weitzel preferred opening sign-ups to residents first and after a certain date,

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open it up to non-residents. Mr. Yuro agreed, as he did not want residents in the community to be upset that they could not sign up for flag football. Mr. Davis questioned whether the entire field would be used. Mr. Fagen stated that they could utilize half of the field. Mr. Davis recalled a lengthy debate about allowing the junior high football team to utilize the field and having it be comprised of 60% residents and did not want to advertise outside of the community, since the CDD was responsible for the field maintenance. Mr. Yuro agreed, as residents were paying for the field. Mr. Fagen would not proceed with this and would offer an orientation to see if kids in the community were interested in flag football.

E. Field Operations Manager – Report

Mr. Masters presented the General Manager’s Report.

EIGHTH ORDER OF BUSINESS

BrightView Landscape Update

A. Annual Operations Calendar

This item was for information purposes.

B. Quality Site Assessment

Mr. Daniel Bauman of BrightView reported the following:

1. The new Fall flower rotation, scheduled to be completed by the end of September, was postponed due to an irrigation line break in the first island, which they were investigating.
2. The Bermuda on the north side of St. Johns Golf Drive, from house #200 to the maintenance entrance, was added to their mowing rotation.
3. Mealy bugs were treated on the muhly grass along the sidewalk. A proposal was submitted to add more grasses to help fill out the bed.
4. The soccer field irrigation was manually turned off, while there were daily rain showers.

Mr. Leary questioned why it was turned off. Mr. Bauman indicated that the golf course requested that it be turned off. Mr. Leary asked if there was a way to electronically monitor the irrigation system and automatically adjust it, based on temperature and rainfall. Mr. Bauman recommended taking four different sections and putting it onto an irrigation clock that had a rain sensor. *There was Board consensus for Mr. Bauman to look into this.*

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5. There were two ornamental grass areas that had heavy weed pressure in them and they would start cleaning up these areas during the month of October, by cutting back the grasses and applying a selective herbicide.
6. There were three beds by the soccer field that were sparse and a proposal was provided to Ms. Hadd, which was approved and they would add mulch to it tomorrow.
7. The crew had been using caution when using easements through homeowners' yards.
8. A proposal was submitted to repair the irrigation between the sidewalk and curb at Holes 4 and 5.

Mr. Leary asked if there was a plan to bring the sod up to speed. Mr. Bauman would provide a proposal. Mr. Yuro noted an area at the intersection of Eagle Point Drive and Leo Maguire Parkway and beds on the right side of Leo Maguire Parkway, that looked shabby. Mr. Bauman would provide some ideas to spruce it up.

C. State of St. John's Golf Drive Sod Replacement

Mr. Yuro questioned what happened the new sod along St. Johns Golf Drive that burned up and died. Mr. Bauman explained that it died due to the drought and the golf course turning off the irrigation, when they were worried about the greens. Mr. Davis recalled that there was a long conversation at the last meeting and an email was sent between the last meeting and this meeting, indicating that there may be an additional cause. Mr. Charles Gonzalez of BrightView confirmed that a water main was replaced during that time, which had been broken for seven to ten days, but by then the sod burned up, due to the lack of water and 100-degree temperatures. Mr. Leary recalled that the CDD paid \$12,000 to replace the sod and felt that BrightView was responsible for replacing it at their cost, as they were responsible for installing and watering the sod. Mr. Bauman stated this decision must be made by Mr. Rodney Hicks. Mr. Leary pointed out that BrightView was aware of this item being on the agenda and Mr. Hicks should be present to address it. If the irrigation was broken at his home, he would do whatever he needed to in order to water his lawn. If the irrigation was off, BrightView should have locked it or placed a sign. Mr. Bauman indicated it was part of the golf course irrigation and they did not want to interfere. Mr. Leary felt that the Board should have been made aware of this. Mr. Yuro agreed. Mr. Davis

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stated that an irrigation map should be available and there should be a shared responsibility, as BrightView was responsible for understanding all aspects of the irrigation system. Mr. Acree recalled that there was map of all zones. Mr. Davis requested a document showing areas of responsibility by the CDD, golf course and homeowners. Mr. Yuro requested that a map be circulated to the Board at the next meeting.

Mr. Yuro questioned whether the Board needed to discuss the irrigation between Holes 4 and 5 at this time or wait until the sod proposal was provided and approve it all at one time at the next meeting. Mr. Leary preferred that there be a solution to the dead sod, as there were a number of sections where the sod died and that BrightView replace it at their cost. Mr. Davis felt that it made sense to not replace the sod until it could properly be cared for and requested that Mr. Hicks attend the next meeting and provide an irrigation map. Mr. Leary recalled that the District received a \$4,000 credit and asked if it could be used to purchase a few pallets of sod. Mr. Bauman would ask Mr. Hicks. Mr. Leary felt that the Board Members needed to be patient about the sod and solve the problem for the long term, but not put all of the issues on the landscaper. Mr. Leary disagreed, as the sod was purchased from BrightView and they needed to be responsible for it but agreed to use the \$4,000 credit to replace the sod. Mr. Davis preferred to wait until Mr. Hicks attended the next meeting, so the Board could have a robust conversation.

D. St. John's Golf Drive Entrance Way

Mr. Leary understood that BrightView was responsible for the dead grass at the St. Johns Golf Drive entranceway, which was brought up by a resident at the last meeting and requested an update. Mr. Davis recalled that BrightView was going to handle the north side of the street, along #17 and the golf course was going to take responsibility for the south side along #18. Mr. Yuro requested clarification. Mr. Leary noted there was scalping in the grass, due to mowers being too long and requested that BrightView bring the mowers to a reasonable height.

E. Basketball Court

Mr. Leary recommended that sod be placed along a section of St. Johns Golf Drive, between the basketball court and the end of the soccer field, to stop mud from flowing when it rained. A proposal was provided by BrightView for \$26,000, which seemed high. Mr. Yuro felt that sod was not the answer, due to the tree coverage, but agreed that the area could not remain in

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its current state. Mr. Bauman offered to provide renderings for sod and beds with plantings, to the Board at the next meeting.

F. Holes 4/5

Mr. Davis questioned whether the Board needed to approve the irrigation repair on Holes 4 and 5. Ms. Hadd received a proposal in the amount of \$1,119.84, which was not approved.

On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor the irrigation work between Holes 4/5 on the golf course in the amount of \$1,119.84 was approved.

NINTH ORDER OF BUSINESS

Update on Complementary Comcast Services

Ms. Hadd reported that the CDD was currently under a hospitality account for cable only through Comcast; however, the HOA agreed to provide free services under their contact with Comcast, but there were 13 TVs in the Gym that were connected to a large blue box in the maintenance shed and Comcast would only provide eight TV boxes and five hotspots. It would also require the need for amplifiers in the Gym closet and on pieces of equipment, necessitating the need for boxes to be placed on the floor behind each cardio machine. In addition, Mr. Daniel Laughlin believed that there were three Comcast accounts that could possibly be merged to provide some savings, but the current level of service, was more extensive than the free service, and would cause a decline in the level of service provided to residents. Therefore, a larger strength of Wi-Fi was needed, but the number of wires going into the ground in the Gym, could cause trip hazards. Mr. Davis asked if the new service required the old boxes to be turned off. Ms. Hadd confirmed that the old service was turned off, but Mr. Laughlin requested that it be turned back on, until this item was discussed by the Board. Mr. Davis felt that staff made too quick of a decision and that the Board Members should look into the details. Ms. Weitzel did not want to have cable boxes on the floor of the Gym.

On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor keeping the current Comcast service in place was approved.

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Mr. Davis requested that they review this line item in the budget and recoup any cost savings for combining the three Comcast accounts. Ms. Hadd would work with Mr. Laughlin on combining the three accounts into one account.

TENTH ORDER OF BUSINESS**Discussion Items**

- **420 St. Johns Golf Drive Control Structure Washout** (*Item 10B*)

Mr. Davis requested that the washout at the 420 St. Johns Golf Drive control structure be discussed at this time, since the homeowner was present. Mr. Acree reported that there was a weir at the back of 420 St. Johns Golf Drive that had a washout. Originally, it was thought that the washout was caused by gutter drainage, but videos from the homeowner's neighbor, showed that the water was backing up through the control structure and going over the weir on both sides to the pond, instead of going out of the pond and under the street. The water going over the grate, was causing the washout. As a result, survey equipment was brought out to check elevations of the downstream pond that it drains into and they discovered that the orifice tee was actually sitting on the bottom of the pond and was getting clogged. They pulled it off and cleaned it out and it should be functioning, but they needed to scrape away some dirt, to prevent any further issues. Mr. Yuro questioned the elevation, as the water should be backing up into the pond. Mr. Acree stated that the water in the downstream pond was 2 feet lower, but something was blocking the underground pipes. Mr. Yuro assumed that the blockage was between the street and the golf course and that they needed to place a camera in the line, to determine where the blockage was. Mr. Acree would obtain a proposal from Atlantic Pipe Services (APS). Mr. Davis questioned the letter from Matthews that was included in the agenda package. Mr. Acree explained that it was from May, before the videos were provided by the homeowner's neighbor. Mr. Davis requested that Mr. Acree review the map with the Board and questioned how long the washout was occurring. Mr. Mike Haag of 420 St. Johns Golf Drive confirmed that it was occurring since he moved in five years ago. Mr. Yuro pointed out that the water should never go upstream and once they identified where the issue was, they could get the pipe cleaned out and authorize restoration work around the structure to repair the erosion. Mr. Oliver recommended that the Board designate a Board Member to work with staff and approve a not-to-exceed amount of \$4,000, to scope the blocked line. Ms. Weitzel nominated Mr. Yuro.

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On MOTION by Mr. Davis seconded by Ms. Weitzel with all in favor authorization for Mr. Yuro to spend up to \$4,000 for APS to scope out the line at 420 St. Johns Drive was approved.

A. Bulk Head Repair (1929 Glenfield Crossing Ct.)

Mr. Acree reported that Mr. Tyler Smith obtained proposals for the bulkhead repair at 1929 Glenfield Crossing Court and included them on a spreadsheet. However, a proposal was received from Barefoot Marine Construction, last Friday, in the amount of \$272,575 for vinyl. Mr. Yuro questioned whether the proposals were to replace the entire bulkhead, as there was a proposal for the repair. Mr. Acree stated that there was a proposal to repair a section of the bulkhead and was waiting for additional proposals for the repair, as well as an alternate for wood. Ms. Weitzel questioned if this was a case of companies not wanting to take on a smaller project. Mr. Acree confirmed that several companies on this list were not interested at all, but there was one proposal from C&H Marine in the amount of \$39,000. Mr. Yuro preferred to repair the section that needed to be repaired, as there were no other failures or sinkholes and it would be a huge disruption to the residents, to replace an entire bulkhead. Mr. Leary agreed, as they would be taking a problem that a resident approached the Board with and extrapolating it into a massive community-wide issue. Mr. Davis was in favor of the Board exploring all options, including replacing a piece of the wall or the entire bulkhead and making a good decision for the people that lived on the pond and for residents of the community that must pay for it, in order to solve the problem. There was no rush, as Matthews estimated that the bulkhead could last five years and the estimates were in the \$300,000 range. Mr. Davis questioned whether they just needed to replace the top cap. Mr. Acree believed that the top cap could be replaced and last for several years, but their recommendation, was that there were five years of life remaining, but there were several areas where there was a great deal of vegetation. Mr. Davis spoke with Lake Doctors about keeping the bulkheads free of vegetation, every three months.

Mr. Yuro believed that a large part of the problem was due to homeowners having overgrown vegetation. Mr. Leary agreed. Mr. Acree would obtain prices for a 25-foot repair and invite the top three proposers to come before the Board. Mr. Davis requested a revised spreadsheet at the next meeting, including an additional column for irrigation, landscaping and fence costs. Mr. Acree recalled that the Barefoot Marine proposal included fence repairs and an allowance per lot for irrigation, landscaping and sod. Mr. Leary requested something in writing

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from Mr. Haber stating that the CDD was responsible for repairing the bulkheads, as he was concerned that once this bulkhead was repaired, other residents would request the same. Mr. Haber stated according to the plans submitted to the Water Management District, the CDD was responsible as the permittee, for the operation and maintenance of the stormwater management system for the community. Therefore, any bulkhead, whether decorative or otherwise, that was installed by a resident that was not part of that permitted stormwater system, was not the CDD's responsibility. Mr. Davis requested that Mr. Acree's office review the original Water Management District plans, to confirm which bulkheads were the responsibility of the CDD and confirm that any overgrowth on the bulkhead was addressed. Mr. Acree confirmed that the bulkhead on Pond 25A was 100% the CDD's responsibility. Mr. Leary requested that Mr. Davis provide this information to the Board at the next meeting.

B. 420 St. Johns Golf Drive Control Structure Washout

This item was discussed.

- **Hole 7 Pipe Repair** (*Item 10F*)

Mr. Acree provided two proposals to the Board from APS; one in the amount of \$24,320 and one for \$29,090, for two different methods, which would be feasible, once the pond was pumped down and the pipe was dry. One method was to install a mechanical joint seal, basically an interior coupling that expands out inside of the pipe, which Mr. Acree preferred, as the other repair method was to utilize an interior polymer spray. Mr. Yuro asked if the issue was known and if was less expensive to dig down and pour a concrete collar. Mr. Acree indicated that there was a hole at the top and APS was concerned that if there was too much water, being able to get the water out of the pipe, to get a collar around it. Mr. Yuro pointed out if the hole was at the top, they did not have to go underneath it, as in six months, the golf course was going to be closed for renovations. Mr. Acree confirmed that this was his recommendation, as APS did not want to use this method, because the pond had to be pumped down to an extent, in order to close the hole, so the concrete did not pour into the pipe. Mr. Yuro heard that a patch could be placed over the pipe and the concrete collar poured around it and questioned why APS was stalling behind a home, versus on Pond 17 and if they pumped out of Pond 19, what would happen in the event of a storm. Mr. Acree stated that they would stop the work and turn the pump off. Mr. Davis questioned how something like this occurred. Mr. Acree believed that the hole was there for a

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long time. Mr. Davis asked if there was a guess that this collar solution would work. Mr. Acree stated that APS was confident that either of these solutions would work, but they were not sure which one would be the best one, because the full parameters of the repair were unknown. Mr. Yuro questioned whether any of this was brought to the golf course. Mr. Acree indicated that the golf course met onsite with APS, but would verify. Mr. Yuro requested that this item be tabled and that Mr. Acree obtain a quote for the concrete collar, a quote from the golf course contractor and ensure that the golf course was in agreement.

- **Tennis Court Project** (*Item 10G*)

Mr. Oliver presented a proposal from Matthews in the amount of \$6,000, to provide conceptual plans to improve the existing tennis facility with a new gated entrance, shade structure and seating, additional golf cart parking, new landscaping and irrigation. Mr. Davis requested that the Board postpone changes to the tennis court, until there was resolution on the sod restoration.

C. Pool Area Renovation

Mr. Davis requested that this item be postponed at this time.

D. Future Amenity Capital Improvements

This item would be discussed after Item 10F.

E. Amenity Center Policies

Mr. Yuro questioned what changed in the policies. Ms. Hadd recommended changing the language for access cards to, *“Each patron will receive two Amenity Center access cards upon initial registration with the amenity office. Should that card be lost, damaged or stolen, the access card would be deactivated and the replacement fee will be \$25.”* Mr. Yuro was in favor of this language, as the Board intended for each resident to have two access cards and not have the ability to purchase additional cards. Mr. Davis questioned whether *“patron”* was the correct term. Mr. Haber explained that *“patron”* was a defined term in the policies for a homeowner, tenant or guest and was broadly used throughout the document. Ms. Hadd confirmed that a patron was defined as persons or entities who owned real property within the District, persons or entities who did not own land within the District, who paid the annual user fee and tenants

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residing in a home located within the District. Mr. Yuro voiced concern that if it was two per household, if each patron was a husband and wife on the mortgage, they would receive four cards. Mr. Davis suggested adding that there would be a maximum of two cards per household. Ms. Hadd stated that there was language in the policy, that each household would receive two Amenity Center access cards. Mr. Davis asked if someone outside the neighborhood purchasing a membership, would have household privileges. Mr. Haber explained that they would have the same rights as a household. Mr. Yuro agreed with the language.

Ms. Hadd indicated that next change was to the Gym access, as staff was currently asking 14 and 15-year-olds to leave and recommended changing the policy to, *“Patron and guests ages 13 and older, may use the Fitness Center. Patron and guests ages 13 to 15, must be accompanied by an adult, 18 or older. Children who are 13 to 15, are not permitted to bring any guests to the Fitness Center.”* In addition, one child had a card and she was in favor of grandfathering them in, but moving forward, 13 to 15-year-olds, could use the Gym, as long as they were accompanied by someone 18 years or older. Mr. Yuro agreed with this language. Lastly, Ms. Hadd requested clarification on how many rentals could occur at once, versus how many rentals a resident could book in a day, as the policy only stated that only rental facility could be rented out at a time. Ms. Weitzel pointed out that no one was adhering to the policy, as she rented this room in May of 2023 and at the same time, the pool area was rented by four different people. Mr. Davis asked if the intent was that only one area of the facility would be used at one time or that one single renter could not rent multiple rooms at the same time. Mr. Fagen stated that the intent was for only one rental at a time, but this could be clarified and brought back to the Board. Ms. Hadd was looking at including plexiglass flyer holders at each rental facility, showing who was renting the space.

On MOTION by Ms. Weitzel seconded by Mr. Yuro with all in favor the changes to the Amenity Center Policies as stated were approved.

- **Future Amenity Capital Improvements**

Mr. Oliver presented a draft of future capital projects that the Board could consider, such as Amenity Center room enhancement, pool area enhancement, pickleball courts and tennis court enhancement. Mr. Davis requested in the future, the pool area renovation and tennis court

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project, be grouped together and not separately and that a fence upgrade at the playground, be included. Ms. Weitzel preferred to include the structural components of the playground, as well. Mr. Leary requested including an upgrade to the Gym equipment.

F. Hole 7 Pipe Repair

This item was discussed.

G. Tennis Court Project

This item was discussed.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Leary was approached by amenity staff about updating the Gym equipment and obtaining a proposal. He asked them to document the current state of the Gym and what needed to be changed for the short and long-term and it would be placed on the next available agenda. It should be on the next agenda. In the Request for Proposal with Vesta, Mr. Leary recalled there being a quality assurance process, which Mr. Leary spoke to Ms. Hadd about, to hold the landscaping company more accountable for their service. At the last meeting, Mr. Leary requested asking the golf course to paint the bridge at the entrance, on Hole 18. Lastly, there was a great deal of discussion at the last couple of meetings about fishing in the community and how to prevent it. One resident on Eagle Point Drive, had signs posted between their home and the pond, stating that it was private property and felt that this was a good solution. Mr. Fagen asked if the bridge was a CDD or golf course issue. Mr. Leary believed that the golf course owned the bridge and was responsible for it. Mr. Davis pointed out that it was an integral part of their cart path and the golf course should be responsible for it. Mr. Leary wanted it to be painted, because people stood on it to take pictures. Mr. Yuro stated that the CDD did not have any leverage, but they could make this request. Mr. Fagen would speak to the golf course.

Mr. Davis pointed out that the stop sign at Forest Glen Way and Eagle Point Drive, had a missing bolt and the sign was loose and a stop sign at Eagle Point Drive and Red Hawk Court was facing down, because the metal around the base of the post was broken. In addition, further down Eagle Point Drive, where Hole 4 crosses to Hole 5, the cart crossing sign was vandalized and the post was separated. The HOA requested that the CDD address a stop sign at Meadow View Lane and Eagle Point Drive, that had ivy growing on it, as it covered the sign.

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TWELFTH ORDER OF BUSINESS

Public Comments

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the August 15, 2024 Meeting**
- B. Balance Sheet as of August 31, 2024 and Statement of Revenues & Expenditures for the Period Ending August 31, 2024**
- C. Check Register**

Mr. Laughlin presented the Minutes of the August 15, 2024 Meeting, Balance Sheet and Statement of Revenues and Expenditures for the Period Ending August 31, 2024 and Check Register for September 19, 2024 in the amount of \$157,713.70.

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

FOURTEENTH ORDER OF BUSINESS

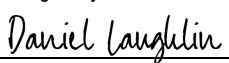
Next Scheduled Meeting – October 17, 2024 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room

Mr. Oliver stated that the next meeting was scheduled for October 17, 2024 at 6:00 p.m. at this location.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the meeting was adjourned.

Signed by:


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 Secretary/Assistant Secretary

Signed by:


 E55AE2DB2E4542E...
 Chairman/Vice Chairman