

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, January 19, 2023 at 6:00 p.m. at St. Johns Golf & Country Club, Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Robert Sevestre	Chairman
Laura Webb	Vice Chairperson
Mike Yuro	Supervisor
Graham Leary	Supervisor

Also present were:

Daniel Laughlin	District Manager
Wes Haber	District Counsel
Marc Rousseau	Riverside Management Services
Leah Tinture	Riverside Management Services
Daniel Bauman	Brightview
Residents	

The following is a summary of the actions taken at the January 19, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

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)*

Mr. Laughlin opened the public comment period. There being no comments, Mr. Laughlin closed the general audience comments period.

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THIRD ORDER OF BUSINESS**Approval of Golf Cart Registration Policy**

Mr. Laughlin recalled that at the last meeting, the Board requested that the policy be simplified and Mr. Haber made the changes, while substantively addressing the Board's concerns. Mr. Yuro noted that it was much better; however, no exhibits were attached. Mr. Haber stated that there was a map identifying all recreation property that the District owned. Mr. Sevestre requested language for people driving golf carts outside of the community at their own risk. Mr. Haber disagreed as driving golf carts on CDD property was at people's own risk and the purpose of the policy was to set parameters for getting a decal to operate a golf cart on CDD property. Mr. Leary recalled discussion at the last meeting regarding having two different numbers on the same cart and asked if this was resolved. Mr. Haber suggested using the same number. Ms. Tinture agreed. Ms. Webb asked if there would be a charge for the decal. Ms. Tinture stated no.

On MOTION by Ms. Webb seconded by Mr. Sevestre with all in favor the approving a Golf Cart Registration Policy was approved.

Mr. Laughlin suggested a 30- or 60-day timeframe to implement the policy. Mr. Yuro felt that 60 days was sufficient. Mr. Sevestre agreed. *There was Board consensus to implement the policy in 60 days.*

- **Landscape Staff Report** (*Added*)

Mr. Bauman of Brightview met with Mr. Rousseau about Oak trees buckling sidewalks. An Arborist recommended using some growth retardant to preserve the roots and save on costs to replace concrete. The price would be per caliber of tree. The frozen temperatures affected some of the tender plants, but they would remain until March as the current flowers were winter flowers. The Snapdragons were fertilized to promote some growth while ornamental grasses such as Fakahatchee and Cord Grass were cut as part of their winter cutback. The Arboricola plants did not look appealing, but they recommended leaving it until there were warmer temperatures. Growth retardant would be applied at no cost on hedges, especially the large Viburnums and Ligustrums around the tennis courts and recommended addressing areas that had declining sod, at this time.

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Mr. Yuro asked if the growth retardant would damage the trees. Mr. Bauman explained that there were different types and would use ones that promoted feeders to the root and was a benefit to the tree. Mr. Sevestre reported that the Arborist explained to him how a growth inhibitor worked and suggested obtaining estimates. They recommended gravel underneath the concrete to reduce the amount of buckling caused by the root system. Mr. Yuro questioned when Brightview were scheduled to be on the property. Mr. Bauman explained that the contract was for 42 weeks per year and come every Tuesday, alternating between the amenities and neighborhoods. Mr. Yuro agreed that made sense. Mr. Sevestre questioned Brightview's confidence in the growth inhibitor. Mr. Bauman was confident, but there were no guarantees. Mr. Leary recalled that Mr. Bauman presented proposals at the last meeting. Mr. Bauman confirmed that the only recommendation he had was about the roses and would provide a quote. Mr. Sevestre requested a cost to treat the trees with the growth inhibitor. Mr. Bauman questioned the number of trees to be treated. *Mr. Laughlin would provide an estimate to Mr. Bauman.*

FOURTH ORDER OF BUSINESS**Discussion of FPL Easement Request**

Mr. Sevestre received documents from Fixel Law concerning the FPL powerlines for Fixel Law to represent the District and speak to Mr. Haber and the engineer. The signed documents were then forwarded to Fixel Law. Now it was just a wait and see situation. Resident Hank Rosen questioned where FPL was putting the power poles. Mr. Sevestre stated that FPL was installing a transmission line straight across the front of their entrance and down 210, like the one across Leo Maguire Parkway and a distribution line below it. They had the option to have a communications corridor where Comcast or any other company could run a communication cable, which they were fighting.

FIFTH ORDER OF BUSINESS**Discussion of Fountain Replacement**

Mr. Sevestre stated that he forgot to call Lake Doctors. A Resident reported that Shearwater and Silverleaf had beautiful fountains, unlike their community and felt that the proposal for a replacement was exorbitant as a new 7.5 horsepower (HP) motor/pump costs \$1,200 to \$1,500 on the internet, yet Lake Doctors wanted \$9,000. Mr. Laughlin explained that this was the competitive price. Mr. Leary asked whether there were complaints from residents on the fountains. Mr. Laughlin received no complaints other than the fountain was not working. Ms. Webb recalled that it was replaced four years ago. A Resident questioned which fountain this

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was. Mr. Yuro stated it was on Hole #13 off of Eagle Point Drive and asked if there any other proposals other than Lake Doctors. Mr. Rousseau spoke to Jeff at Charles Aquatics who maintained the ponds before Lake Doctors and felt that 7.5 horsepower was too big for the pond and recommended a 5-horsepower motor but did not want to perform the work as it would cost more than \$20,000. He was waiting to hear back from SOLitude who promised to provide a proposal next week. Mr. Yuro was not comfortable moving forward until they had another bid, since Lake Doctors installed the wrong motor for the controller. Mr. Sevestre tabled this matter until they had further information.

Mr. Leary questioned whether the problem they were trying to solve was noise management or beautification. Mr. Laughlin explained that the fountains were for aesthetic purposes. Mr. Yuro recalled that the fountains were originally installed for noise abatement due to its proximity to I-95. Mr. Leary felt that there could be 10 fountains in that lake and it would not stop the noise and suggested discussing the four laning of I-95 each way as it would add additional noise to the community. However, if the Board's purpose was noise abatement, Mr. Leary suggested having Florida Department of Transportation (FDOT) attend a CDD meeting to provide an update on the lane widening and having noise walls along I-95. Mr. Sevestre agreed but felt that the noise walls would not stop all of the noise. *Mr. Laughlin would contact FDOT.* Mr. Yuro suggested having the golf course participate in the replacement cost as it was an amenity for the golf course. Mr. Laughlin and Mr. Sevestre would reach out to them.

SIXTH ORDER OF BUSINESS

Discussion of Splash Pad Softcrete Coating

Mr. Laughlin recalled that Mr. Yuro recommended Softcrete for the Splash Pad to cover the cracks. Mr. Rousseau contacted Shark Coatings, but they did not recommend Softcrete, as it was mostly for garages. They did not apply it to pool decks because water would not sit on it for long and cause it peel. He sent the dimensions and pictures of the cracks to Smart Pads, USA and they were supposed to contact him prior to the next meeting. They were in Ohio but were sending a crew to Florida within the next month or so. Ms. Webb asked who provided the quote from Softcrete, Florida. Mr. Yuro obtained the quote from his contractor who re-did his patio and questioned why Mr. Rousseau waited until Monday to reach out to Smart Pads. Mr. Rousseau explained that no one was responding due to the holidays. Mr. Yuro felt that they needed to do something with the Splash Pad now. Mr. Laughlin suggested that the Board approve a not-to-

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exceed amount and authorize a Supervisor to make the final decision. Mr. Yuro noted that the quote was \$10 per square foot for two colors and \$9 per square foot for one. Mr. Sevestre preferred having two colors. Ms. Webb felt that Softcrete was a good option as it had a three-year warranty, but she wanted to have it applied before summer. Mr. Sevestre agreed. Mr. Yuro volunteered to make the final decision and questioned what product Smart Pads provided. Mr. Rousseau stated that Smart Pads had their own coating that would seal the cracks. Mr. Yuro preferred Softcrete as it was a half inch rubber surface that was flexible.

On MOTION by Ms. Webb seconded by Mr. Yuro with all in favor the proposal with Softcrete Florida to install Softcrete in two colors on the Splash Pad in the amount of \$12,000 was approved.

There was Board consensus to have two different colors of blue.

SEVENTH ORDER OF BUSINESS

Discussion of Road Drain Cleaning

Mr. Laughlin reported that during a recent storm, there was some flooding in the streets due to storm drains being blocked by leaves. There was discussion about Mr. Rousseau going around every so often with maintenance staff to check the drains and vacuum clean. Mr. Sevestre looked at a drain and it was absolutely solid all the way down in the collection basin and requested staff look at each drain, find out how many had trash in them and use a vacuum truck to clean them out. Mr. Yuro agreed but felt that it was not just from leaves falling out of trees, but from people throwing out shrubs and bushes and requested that residents bring their material to the inlets. Mr. Sevestre recalled discussion about using a street sweeper periodically. Mr. Leary stated there was once per month street sweeping when he moved into the community. Mr. Laughlin stated that a street sweeper would sweep every month or two and would obtain estimates. Mr. Yuro questioned the charge to clean out the inlets and how many needed to be cleaned out. Mr. Rousseau stated that maintenance staff was going down each street with a metal pole to see how bad the inlets were and marking the worst ones on a map. The charge for one was excessive, but it may be less expensive if they had a dozen. Once they had the locations, they would send a truck out. Mr. Yuro wanted to know the charge before proceeding. *Mr. Rousseau would obtain prices and Mr. Laughlin would work with staff on obtaining street sweeping costs.*

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EIGHTH ORDER OF BUSINESS**Update Regarding Withholding of Duval Landscape Payment**

Mr. Haber sent a termination letter to Duval Landscaping, advising them that the District was withholding their final three invoices as a result of their failure to perform. As a result, they hired counsel and sent a letter disagreeing with the District's determination that they were not entitled to any money and were going to sue the District. Mr. Haber responded to them that there was clearly a failure to perform and the District needed to pay its existing contractor to correct issues resulting from their failure to perform. They disagreed and threatened to sue if the District did pay them within 20 days. The 20 days had passed, but he had multiple conversations with their counsel and believed that Duval realized there was some failure in their performance and a willingness to settle. If the District was sued, there was documentation of their poor performance and amounts that needed to be spent to correct the poor performance. They would have documentation of instances where they did perform and the District received some benefit of their actions, but there was no guarantee on how a particular case would come out. The contract had a prevailing party attorney's fee whereby the losing party must pay for their lawyers, which was miniscule, approximately \$30,000 to end up in front of a judge for this matter. Mr. Haber recommended that the Board appoint a Board Member to have settlement authority on the outstanding invoices and come back to the Board for final approval, but not have full discussion regarding all arguments at the meeting. Mr. Leary volunteered to work with Mr. Haber on arriving at a settlement.

On MOTION by Mr. Yuro seconded by Mr. Sevestre with all in favor appointing Mr. Leary to work with staff on a settlement amount regarding the outstanding invoices with Duval Landscaping and coming back to the Board for final approval was approved.

NINTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Haber provided updates on the Legislative Session, which just started in Tallahassee. A Bill was filed, obligating Special District Supervisors, including this Board, to undertake special training. It did not pass at prior Legislative Sessions, but if it did pass, he would inform the Board on how to fulfill those obligations. A Special Session occurred immediately prior to

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the regular session related to increasing insurance rates. In the past, if an insurer made a claim on an insurance policy and were denied or provided with coverage that was inadequate, they could sue the insurance company and if successful, the insurance company was obligated to pay their attorney's fees. However, with the new legislation, if an insurer sued an insurance company, whether successful or not, they were going to pay for their own attorney, which would result in fewer lawsuits against insurance companies. From a legislator's perspective, this would result in lower insurance rates because there was less risk on the insurance company. The District was currently satisfied with the coverage from its insurance company and hopefully would benefit by getting lower rates and not the attorney fee side of it. Mr. Haber would continue to monitor the Legislative Session.

B. Engineer

The District Engineer was not present. Mr. Yuro asked if there was any reason for him to be involved with the storm inlets. Mr. Laughlin would have them cleaned and if there was an issue, the District Engineer would be sent out.

C. Manager

Mr. Laughlin was looking into other options for the CDD website as the company that maintained and uploaded items onto the website, were unresponsive and were posting incorrect information. GMS could maintain the website. Mr. Yuro pointed out that this meeting's agenda package was posted at lunchtime today. Mr. Leary asked if GMS had an IT Department. Mr. Laughlin replied affirmatively. *There was Board consensus for Mr. Laughlin to provide a quote at the next meeting.*

D. Amenities & Recreation Manager – Discussion of Pool Area Enhancements

Ms. Tinture presented the Amenities & Recreation Manager Report, which was included in the agenda package and highlighted the following:

- A resident who was a landscaper measured the old kiddie pool and the area between the tennis courts and provided ideas to the Board. One suggestion was to have a fire pit. There were four pallets of pavers to use between the tennis courts.

Mr. Laughlin stated that according to Mr. Acree, there was \$657,000 in bond money from the 2020 amenity improvement bonds that could be used for landscaping lights and outdoor gym

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equipment and would confirm whether bond money could be used for the Softcrete because it was a repair, not an improvement. Mr. Sevestre understood that the bond money must be spent within three years. Mr. Haber advised that they should be making every effort to spent it within three years, but there was no rule. Mr. Yuro questioned the process of having excess funds if nothing was targeted for it. Mr. Laughlin stated according to the financials, funds were reserved for road resurfacing, amenity enhancements, recreation enhancements and cost of issuance. Mr. Yuro asked if bond money could be used to lower assessments. Mr. Laughlin confirmed that there was a separate debt assessment of \$100 per year. Mr. Leary requested this item on a future agenda for discussion. Ms. Webb offered to look at the tennis court area with Ms. Tinture. Mr. Sevestre noted that there was a drain line going through the middle of the tennis courts, which must be evaluated prior to the start of this project and envisioned a viewing area.

- Approximately 10 mothers that attended the Polar Plunge event requested an outdoor workout station on the playground. There was just enough space behind the Sports Minister's house, which was a dead area.

Mr. Laughlin would speak to the District's insurance company before any action was taken. It was probably close enough to the Amenity Center that bond funds could be used.

- Proposed hiring lifeguards through Riverside Management Services (RMS). Ms. Tinture was certified to train lifeguards and wanted to have control over them when there were issues versus going through Vesta.

Mr. Yuro questioned whether there were issues with the lifeguards in the past. Ms. Tinture explained when she tried to manage them, she was told that they worked for Vesta and not for RMS. If they did not show, she could contact the employee right away and not have to contact the Vesta Supervisor who would then contact the employee. Mr. Yuro had not heard any issues that necessitated making a change, but if RMS wanted to provide a proposal, he would review it. *There was Board consensus for Mr. Laughlin to provide the proposals at the next meeting.*

- Proposed a staffing fee of \$50 in the room rental policy. There was a large party this weekend and cake was all over the walls because no staff was present.

Ms. Webb suggested retaining the \$100 deposit. Ms. Tinture pointed out that there was other damage that exceeded the deposit amount. Ms. Webb did not want staff to be present if she rented the facility for a baby shower or birthday party. Ms. Tinture explained that staff would be

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hired to open and watch the gate so it was not propped open and check for liquor. Mr. Yuro felt that it should be part of the expense of renting the room or the deposit amount should be increased and that Ms. Tinture was marketing for RMS. Ms. Tinture stated that it was not RMS' money to make. Ms. Webb suggested having it as an option. Mr. Yuro agreed. Mr. Haber advised that the District had general liability insurance and sovereign immunity. Mr. Yuro suggested that the Board take time to consider it and talk to residents to see if there were any big issues. *Mr. Laughlin would include this item on the next agenda.*

Mr. Yuro questioned the status of the food trucks as residents were upset that it stopped. Ms. Tinture reported that the food trucks would start up again in March during the time change. It was stopped at the recommendation of the Board, due to having a food truck organizer that did not provide quality food trucks and teenagers causing issues. Mr. Yuro recalled Ms. Tinture informing the Board that the food trucks were being stopped. Ms. Webb recalled the same as there problems with the food trucks, which were stopped in December. Mr. Yuro asked what it would take to reinstate the food trucks. Ms. Tinture had another vendor scheduled for March 24th. Mr. Leary heard a rumor that residents living around the Amenity Center, including him, stopped the food trucks, but this was not true. However, the day after they had the food trucks, there was a great deal of trash on the soccer field.

Mr. Laughlin opened the public comment period. A Resident heard that Mr. Leary was responsible for stopping the food trucks. When the food trucks started, there were three or four food trucks every Friday and a great deal of attendance, but the last four months, there were only one or two trucks. Resident Sarah Ortiz allowed her teenager to partake in the food trucks without her and wanted to know if they were misbehaving. Resident Corrine Darling asked how the trash would be handled. Ms. Tinture stated that she walked around with a trash receptacle and made the kids pick up the trash. There were also many receptacles around the area. Resident Salina Bidner suggested having a trash pickup event. A Resident suggested having a curfew at the park and lights. Mr. Sevestre confirmed that there was a curfew from sunset to sunrise, which was being enforced, but lights were expensive. The Resident suggested using the \$675,000 for this purpose. Resident Mike Davis of 250 Eagle Point Drive asked if the decision not to have food trucks was made by the Board, whether the Board could re-address the issue. Mr. Laughlin explained that the food trucks were run by the Recreation Manager. There being no further comments, Mr. Laughlin closed the general audience comments period.

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E. Operations Manager**1. Report****2. Lake Doctors Report**

Mr. Rousseau presented the Operations Manager Report, which was included in the agenda package. Fourteen new ballasts were installed in the recessed lights in the Fitness Center and all lights were now working. Mr. Yuro pointed out that the lights were out for months and questioned why it was not addressed sooner. Mr. Laughlin explained that Mr. Rousseau contacted the vendor the next day, but they were not available until January and it took time to figure out the issue with the lights, which turned out to be the ballast. The water bottle sensor was replaced at the water fountain outside of the restrooms at the Amenity Center. The tire swing was replaced. Beacon Electric replaced the tennis court light that was not working. Four Fitness Center windows rotted and need to be replaced. Proposals were provided to the Board. Mr. Yuro noted a huge difference in the proposals of \$10,000 to \$20,000. Mr. Sevestre agreed that they were bad and needed to be replaced.

Mr. Yuro MOVED to approve the proposal from Ace Door & Window to replace the rotting Fitness Center windows in the amount of \$10,685.23 and Mr. Leary seconded the motion.

Ms. Webb asked if they needed to hire someone to paint the windows since the proposal was for the installation of unfinished windows. Mr. Rousseau explained that the painting would be performed in-house. *Mr. Laughlin would check with Mr. Acree to see if bond funds could be used.*

On VOICE VOTE with all in favor the proposal with Ace Door & Window to replace the rotting Fitness Center windows in the amount of \$10,685.23 was approved.

Mr. Rousseau was obtaining proposals to repair the tennis court fencing as tennis balls were going under the fence and into the putting green or the bushes. There was wire at the bottom of the fence that was weak and there were tears and the only solution was to install piping across the entire bottom. There were also bands on the fence on the backside of the tennis courts that hold up the fence, which was rotted and needed to be replaced. One proposal was received

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and another was due next week. It was \$5,900 to replace the bottom steel rail at each end of the tennis courts and \$2,600 to replace the black tension bands, for a total of \$8,500. *There was Board consensus to table this item for the next meeting to receive additional proposals.* Staff was going through the community to check the storm drains and Mr. Laughlin requested that Mr. Rousseau reach out to a drain cleaning service once they had a list of the ones to be cleaned. Mr. Leary suggested negotiating a package deal to clean out the storm drains, when they scheduled a truck to come in to sweep and vacuum.

Mr. Rousseau reported that the company repairing the severe sidewalks should finish tomorrow. They repaired an additional sidewalk next to the Chairman's house. When a company installed pavers, they ripped up the sidewalk, but did not remove the tree roots like they were supposed to. Two Men Concrete could pour 6 inches of gravel and concrete and tear out roots for \$1,400. They were providing a discount since they were already in the community. Mr. Sevestre and Mr. Yuro agreed that it needed to be repaired. *There was Board consensus to proceed.* Ms. Webb voiced concern about a sidewalk that was damaged at a house at the corner of Drury Court and St. Johns Golf Drive due to a vehicle scraping the sidewalk. Mr. Rousseau provided a picture of the lifted sidewalk. Mr. Haber reminded the Board that several years ago, the sidewalks were uneven and the Declaration of Covenants, Codes and Restrictions (CC&Rs) for this community stated that each homeowner was responsible for the trees and sidewalks adjacent to their homes. However, in severe instances due to safety concerns, the District had the right, but not the obligation to repair sidewalks, but was not aware of the District ever doing any driveway apron repairs. Mr. Haber recommended asking the HOA to work with the resident to repair the apron, since the HOA was responsible for enforcing the CC&Rs. If it was not repaired, the District should make a decision on how to handle the matter. In the meantime, he would review the language in the CC&Rs. Mr. Yuro did not want to set a precedent. Ms. Webb agreed.

Mr. Rousseau reported that the Slide Tower roof would be completed tomorrow, but it was not as slick as it should be. Last year, the District paid Safe Slide Restoration \$11,493 to wax the slide. Mr. Sevestre recalled that part of the \$11,493 was to make repairs and painting the exterior and requested a bid for waxing only. *Mr. Rousseau would provide a bid.* Mr. Sevestre asked if a vendor looked at the support structure. Mr. Rousseau contacted three companies and they all refused, but two companies suggested that a painter use a wire brush with a grinding wheel and a coat of rust preventative. *Mr. Sevestre would look at it.* Mr. Laughlin received a

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report from Mr. Acree about a sinking sidewalk that was out of ADA compliance. Mr. Rousseau provided proposals from Thornton Brothers Concrete, Two Men Concrete and Premier American and recommended the proposal from Thornton Brothers Concrete, which they reduced by \$1,000 to be comparable to Two Men Concrete. Mr. Sevestre agreed that it was bad. Ms. Webb liked the proposal from Premier American, which was detailed and insured that it was ADA compliant. Mr. Sevestre requested that there be gravel and Mr. Yuro requested that it meet the slope and to check the measurement. Mr. Laughlin conferred with Mr. Acree about the measurement because Two Men Concrete thought it was 100 feet and Mr. Acree confirmed it.

On MOTION by Mr. Sevestre seconded by Mr. Yuro with all in favor the proposal with Thornton Brothers Concrete to repair a sinking sidewalk in the amount of \$8,400 was approved.

3. Shade America Proposal

Mr. Rousseau presented a proposal from Shade America to replace the fabric on the existing frame in the amount of \$10,890, which was included in the agenda package. Mr. Yuro asked if there were multiple bids. Mr. Rousseau preferred Shade America as they installed the shade and it was custom made. Mr. Leary questioned the location of the shade. Mr. Rousseau stated it was on the upper deck of the pool, which was torn. Mr. Sevestre was in favor or replacing it as it would get worse. Mr. Yuro questioned whether it could be installed prior to the summer season. Mr. Laughlin noted according to the quote, the shade would be installed within six to eight weeks from the deposit receipt. Mr. Leary questioned whether \$10,800 was reasonable. Ms. Tinture pointed out that shades of this quality were expensive. Mr. Laughlin confirmed that this shade was larger than ones in other Districts. Mr. Yuro requested that it be repaired before Spring Break. Mr. Leary asked if the shade could be purchased in bulk with other communities using Shade America. Mr. Rousseau would find out. Mr. Yuro questioned how bad the shade was. Mr. Sevestre stated that the sun caused the fabric to disintegrate.

On MOTION by Mr. Yuro seconded by Ms. Webb with all in favor the proposal with Shade America to replace the shade in the amount of \$10,890 was approved.

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Mr. Yuro reported that the top of the light fixture at Leo Maguire Parkway and Eagle Point Drive was on the ground. Mr. Rousseau confirmed that Beacon Electric was supposed to come back out to perform some work. Lake Doctors approached him about a pond that they could not access. Mr. Laughlin suggested installing a gate. Mr. Haber advised that there were access easements on this particular pond that homeowners blocked and the District sent a letter to these homeowners asking that they remove the impediment within 60 days because the District needed access. *Mr. Laughlin would speak to a resident in the audience who offered to provide access.*

F. Landscape

This item was discussed.

TENTH ORDER OF BUSINESS

Supervisors' Request

Mr. Leary recalled addressing speeding on St. Johns Golf Drive, at the last meeting and installing speed monitoring like on Leo Maguire Parkway to improve awareness and managing speed and requested that the Board allow Mr. Rousseau to explore potential options and present proposals. Mr. Sevestre recalled the Board discussed speed devices before, but residents were opposed to having it in front of their homes. Mr. Leary suggested talking to residents and requested flashing crosswalk warning signs at the crosswalks as a safety measure. Ms. Webb did not see people getting out of their golf carts to push a button, but it could benefit walkers. Mr. Leary questioned who managed the District's finances and debt. Mr. Laughlin confirmed that GMS had an accountant and assessment administrator. The Trustee was US Bank. Mr. Leary requested a presentation at the next meeting and that the following be addressed:

- How much was borrowed and what it was for.
- Review of the Balance Sheet
- What debt the District was accruing as the District had \$8 million of debt.
- Forecast into the future on homeowners' fees. The District was currently paying \$500,000 per year of debt, but in 2030, there was a \$1.4 million payment.
- Benchmark of the debt versus other communities of a similar age.
- Explanation and recap of the Capital Fund Activity for Series 2016 and 2020 bonds, including a breakdown of Cost of Issuance and professional fees.

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Mr. Laughlin suggested holding a workshop. Mr. Leary agreed. Mr. Yuro did not understand why the District was paying an additional \$1,400 per month for an assistant to be onsite on Saturdays so Ms. Tinture could be off on Saturdays when no extra effort was being provided and the District was already paying \$73,000 per year for 43 hours per week. Mr. Laughlin explained that RMS set a budgeted amount for the total hours for the entire year, which would be at the Amenity Manager's discretion to use. Mr. Yuro felt that just because it was in the budget, did not mean it was theirs to spend and wanted the Board to take action to change the budget. Mr. Laughlin explained that in many Districts, Ms. Tincher and the assistant would be onsite. Ms. Webb pointed out that the position should include paid time off. Ms. Tincher recalled that 20 hours were budgeted for an assistant and she used volunteers for events and field trips. Mr. Sevestre understood Mr. Yuro's point, but he wanted to think about it and look at it again. Mr. Yuro pointed out that every time this was billed, he would bring it up.

ELEVENTH ORDER OF BUSINESS**Public Comments**

Mr. Laughlin opened the public comment period. A Resident questioned the status of the pickleball courts and if they could be installed in the area between the tennis courts. Ms. Webb heard that there was pushback regarding the pickleball courts due to the noise. Mr. Sevestre agreed that it was great idea, but there was a lack of usable space. A Resident provided an opinion on the fountains and the noise barriers, asking if there could be a natural barrier. Mr. Sevestre suggested placing the natural barrier behind the noise barrier to help suppress the noise. Resident Laura Tillman suggested improving the Splash Pad instead of repairing it. Resident Corrine Darling asked if the email from St. Johns Golf & Country Club could include a screenshot of the CDD agenda. Mr. Laughlin stated that it was posted on the CDD website several weeks before the meeting. Ms. Tillman was frustrated that residents were no longer allowed to be in the amenities after dark, which was not the case when she moved into the community. Mr. Laughlin confirmed that was the policy for insurance purposes. Resident Catherine Dearling questioned why there were no lights on the soccer field as her daughter wanted to play soccer with her dad in the winter when it gets dark early. Mr. Laughlin recalled that there was discussion about lighting the soccer field and people were against it. Ms. Dearling requested that a survey be sent to the community and having a set time for the lights to be on. Mr. Sevestre disagreed due to the amount of research, feedback and that the lighting caused mole

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crickets to infect the turf. If they set a time for the lights, residents would request the lights to be on later. Ms. Webb suggested including a time in the policy. Resident Mike McCormick asked if other communities had an issue with the FPL easement and if they could team up to fight with FPL. Mr. Laughlin confirmed that Brandy Creek had an issue with it.

Mr. Sevestre was checking if Beacon Lakes HOA hired an attorney as there were other means for FPL to run the wire down 210 such as using the easement running across Leo Maguire Parkway, which was owned by Beaches Energy. FPL said that they spoke to Beaches Energy and they were not interested, but according to Beaches Energy, FPL did not contact them. Mr. McCormick suggested having a forum for feedback on the CDD website. Resident Joey Wood suggested speaking with State Representative, Ms. Cyndi Stevenson regarding the FPL matter and that a magnolia tree be trimmed before replacing a cap on a light at Leo Maguire Parkway and Eagle Point Drive that was knocked over. Ms. Tillman questioned the status of the speed bumps. Mr. Sevestre recalled it being addressed a long time ago and there being opposition. There being no further comments, Mr. Laughlin closed the general audience comments period.

TWELFTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of Minutes of the December 15, 2022 Meeting

Mr. Laughlin received a comment from Mr. Leary on Page 13 to change “*speed humps*” to “*speed monitoring*,” which would be incorporated. Mr. Yuro questioned who transcribed the minutes. Mr. Laughlin would find out.

B. Balance Sheet as of December 31, 2022 and Statement of Revenues & Expenditures for the Period Ending December 31, 2022

Mr. Laughlin stated overall expenditures were currently under the projected budget by \$38,000.

C. Check Register

On MOTION by Ms. Webb seconded by Mr. Leary with all in favor the consent agenda items as stated above with the revisions to the minutes were approved.

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THIRTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – February 16, 2023 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room

Mr. Laughlin stated the next meeting was scheduled for February 16, 2023 at 6:00 p.m. at this location.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

DocuSigned by:
Daniel Laughlin
B48FC211DC1144D...
Secretary/Assistant Secretary

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