

MINUTES OF MEETING
SAMPSON CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was held on Thursday, February 16, 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
Tyler Smith	District Engineer
Marc Rousseau	Riverside Management Services
Leah Tinture	Riverside Management Services
Alison Mossing	Riverside Management Services
Dan Fagen	Vesta
Sean Smith	Vesta
Daniel Bauman	Brightview
Residents	

*The following is a summary of the actions taken at the February 16, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager. *Due to a technical issue with the audio, the beginning of the meeting was summarized using District Manager notes. The recording commenced during the Second Order of Business.**

FIRST ORDER OF BUSINESS

Roll Call

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

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SECOND ORDER OF BUSINESS**Public Comment** *(regarding agenda items listed below)*

Mr. Laughlin opened the public comment period. Residents were asked to state their name and limit their comments to three minutes. Resident Alice Broadbent of Cross Pointe Way had a comment that was not heard on the audio. Mr. Jeffrey Asher of St. Johns Golf Drive recalled that last year, the District spent over \$80,000 on the islands, but the landscaping died. The islands in St. Johns Forest had Podocarpus hedge around all of the islands 3 feet apart, a Ligustrum tree at the two ends, a Sago Palm and 3 or 4 feet of St. Augustine grass up to the Podocarpus. The islands would just need to be mowed and trimmed and the District would never have to spend money on them again. Mr. Asher volunteered to work with field staff on the islands at no charge. Resident Michael Ibrahim of St. Johns Golf Drive requested that the Board consider lighting at the Amenity Center. Resident Alina Bidner of Stonehedge Trail Lane stated last Friday, there were food trucks but no notices were sent out. Ms. Webb confirmed that emails were sent out. Resident Andres Arrubla of Eagle Point Drive requested fencing around the park preventing kids from running out in front of golf carts. There being no further comments, Mr. Laughlin closed the public comment period.

THIRD ORDER OF BUSINESS**Landscape Report**

Mr. Bauman of Brightview presented a Quality Site Assessment Report, which was included in the agenda package. They lowered the Blue Daze around the perimeter of the flower bed and trimmed it down so it would flourish back out. The flowers that were hit by the freeze were coming back. As long as there was cool weather, they would adapt. The Fakahatchee Grass and ornamentals were cut back. Several loads of Oak leaves were removed from the Amenity Center and would continue to be removed until the Oaks finished dropping their leaves. An Irrigation Technician was investigating why a Podocarpus Hedge died. It was either from too much water or not enough. They recommend not spraying the buffer zone between the soccer field and homes to keep it weed free. They were obtaining proposals to repair sod where new sidewalks were installed recently. For the Spring, they would be trimming, trying to catch up with the leaves and mowing. Mr. Yuro questioned what would happen to the flowers when the weather started getting warmer. Mr. Bauman stated that they would be replacing the flowers in a month. Mr. Yuro asked if Brightview was maintaining the area where the sidewalk was replaced on St. Johns Golf Drive. Mr. Bauman would check with the Irrigation Manager.

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Mr. Laughlin presented a proposal for growth retardant was in the amount of \$52,750.42 for 211 trees and a proposal to clear out overgrowth on the bulkhead for Pond 25A, which was a CDD responsibility. Mr. Yuro questioned if it was the CDD's responsibility to clear vegetation coming off of a homeowner's property. Mr. Laughlin understood that Lake Doctors was not treating it, but they were concerned if the vegetation was damaging the bulkhead. Ms. Webb questioned the removal process. Mr. Bauman stated they would cut it, bring it back to shore and haul it off. Mr. Yuro felt that having a growth retardant was a good idea, but \$250 per tree was excessive and recommended obtaining other proposals as Arbor-Scapes Consulting proposed \$35 per tree for growth retardant in 2016. Mr. Bauman explained that Brightview charged per caliper and the District had 17-inch caliper trees. Mr. Leary questioned how long the product had been commercially used. Mr. Bauman stated according to the material, it was formulated in 1989. Mr. Laughlin was discussing with staff the use of bond funds as it would reduce the maintenance of sidewalks and roads. Mr. Sevestre proposed obtaining additional proposals. Ms. Webb asked if Brightview installed root barriers. Mr. Sevestre recalled when they looked into root barriers, they were not that effective. *After further discussion, there was Board consensus to obtain additional proposals.* Mr. Leary recommended that the Board and residents walk around the front of the community and look at the landscaping. Mr. Haber stated that Board Members walking around the community to discuss landscaping outside of a meeting, would cause Sunshine Law issues. Mr. Leary meant the landscaping at the amenities and in front of the community only and proposed meeting at the Amenity Center at 5:00 p.m. and sending out a notice inviting residents. Mr. Haber stated if they noticed a meeting to take place at 5:00 p.m. at a specific location and include a phone number, there would not be any Sunshine Law issues. Mr. Laughlin would coordinate the notice with Mr. Haber.

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

Mr. Sevestre received a letter from Fixel Law Firm (Fixel) indicating that they were representing the District in the Florida, Power & Light (FPL) easement matter and advised Board Members not to talk to any other law firms or representatives from FPL about this matter. Mr. Yuro asked if there was any communication between Fixel and FPL. Mr. Sevestre stated that Fixel sent a letter to FPL, informing them that they were representing the District.

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

Mr. Sevestre spoke with the golf course to discuss the cost to replace the fountain. They were not interested. Mr. Laughlin obtained the Florida Department of Transportation (FDOT) plans for the expansion of I-95. They were proposing two sound walls, one at the entrance and one at C.R. 210, but nothing in between and an on-ramp off of St. Johns Golf Drive. Mr. Leary proposed scheduling a meeting with FDOT. Mr. Laughlin suggested appointing a Supervisor to work with staff on the scheduling of a meeting.

On MOTION by Mr. Yuro seconded by Ms. Webb with all in favor appointing Supervisor Leary to work with staff on scheduling a meeting with the Florida Department of Transportation for the I-95 expansion was approved.

Ms. Webb was surprised that the golf course was not interested as they would benefit as much as the homeowners and recalled that some residents wanted to replace the fountain to use as a sound barrier and some for aesthetic purposes but was concerned about it being broken again and having the same situation in two years. Mr. Laughlin suggested including the fountain in the budget for next fiscal year. Mr. Yuro asked if this expenditure would be paid out of the Repair & Maintenance or Capital Reserves. Mr. Laughlin stated it would be paid for out of Capital Reserves. Mr. Leary questioned whether there were safety issues if they did not dismantle the fountain. Mr. Rousseau confirmed that no electricity was running to the fountain and it was tethered to the shore but would ask Lake Doctors to bring the fountain to the shore and get rid of it. Mr. Leary proposed tabling this matter until there was a decision on whether the State was willing to extend the sound barriers. *There was Board consensus to table this item and remove it from future agendas.*

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

Mr. Haber reported that he and Mr. Leary met with counsel for Duval Landscaping (Duval) and negotiations were ongoing. When there was progress, he would come back to the Board. Ms. Webb recalled that there were photos and emails from Mr. Travis Jacques of Riverside Management Services (RMS) from last Fall, documenting that Duval was not maintaining what they were supposed to. Mr. Haber felt that the complaints from residents along

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with the emails and correspondence from Mr. Jacques were sufficient to support the District's position. Mr. Sevestre noted that the new landscapers had to do a great deal of work due to Duval's failure to perform.

SEVENTH ORDER OF BUSINESS**Consideration of Lifeguard Proposals**

Ms. Alison Mossing of RMS presented a proposal for lifeguard services. Mr. Leary questioned how many communities had lifeguards. Ms. Mossing indicated that five communities they managed had lifeguards, including Meadow View at Twin Creeks CDD. Mr. Yuro questioned the total amount of hours for the season. Ms. Mossing stated the total amount of hours divided by their hourly rate, equated to 2,104 hours, but they estimated 1,800 hours, taking into account cancellations due to weather. Mr. Yuro pointed out that the total amount of days was similar between Vesta and RMS, but there was a difference of 300 hours. For Spring Break, RMS provided lifeguards from 11:00 a.m. to 6:00 p.m. versus Vesta providing lifeguards from 12:00 p.m. to 6:00 p.m. Ms. Tinture preferred having lifeguards from 11:00 a.m. to 6:00 p.m. Mr. Yuro calculated 2,238 hours for RMS versus the 2,104 hours reflected in the proposal times \$18.50 per hour, which equated to \$41,400 versus the \$38,900 reflected in the proposal. Ms. Mossing stated that they only billed for hours actually worked. Mr. Leary questioned what their hours were based off of. Ms. Mossing indicated it was based on a past contract with the District. Mr. Laughlin recalled that Ms. Kate Trivelpiece changed the contract from RMS to Vesta. Mr. Yuro questioned what miscellaneous lifeguard supplies the District was supposed to reimburse for. Ms. Mossing confirmed that it was for any safety supplies that would need to be purchased. Ms. Tinture indicated that two backboards and life rings were purchased when she had the contract and the CDD owned the two lifeguard chairs and umbrellas.

Mr. Dan Fagen and Mr. Sean Smith of Vesta presented their proposal for lifeguard services. Mr. Sean Smith did all of the certifications in-house for first-aid, lifesaving CPA and AED and performed drills with the lifeguards on a weekly basis. Their retention was 70% and the prices were based on hours used times the hourly billing rate, which was \$20.17 per hour. Mr. Yuro noted that Vesta proposed 2,346 hours and questioned whether it was based on last year's hours. Mr. Fagen replied affirmatively. Mr. Yuro questioned how long Mr. Fagen was with Sampson Creek. Mr. Fagen replied on and off since the beginning. Mr. Leary recalled that last year, their budget was 10% lower and asked if it was driven by the hourly rate. Mr. Fagen

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stated that they kept their hourly billing rates flat for a number of years even though the minimum rate increased from \$8.65 to \$10 two years ago and from \$10 to \$11 this year. Mr. Yuro questioned how rain days were tracked, since they only billed for the hours used. Mr. Fagen explained that the lifeguards clock in and clock in on their cellphone, it would be verified by Mr. Sean Smith before forwarding to the District. Mr. Leary asked if the lifeguards under Vesta whether they would report to Ms. Tinture. Ms. Tinture stated it was up to Vesta, but if they did not have an onsite person, they must report to her. If someone did not show, Ms. Tinture must call Mr. Sean Smith. Ms. Webb questioned why Ms. Trivelpiece changed the contract from RMS to Vesta. Ms. Tinture recalled that there was extra work on the manager to oversee the lifeguards.

Mr. Yuro questioned the difference between Vesta and RMS supplying the lifeguards. Ms. Tinture indicated that the lifeguards were her responsibility, if they were under RMS, but if someone did not show and they were with Vesta, she had to call Mr. Sean Smith. Mr. Yuro asked if Ms. Tinture would be onsite on Saturday from 11:00 a.m. to 7:00 p.m. Ms. Tinture stated if she was not onsite, she had 20 assistant hours per week to utilize. Mr. Yuro voiced concern with having too much under one roof and preferred to have a level of checks and balances. If RMS had the contract and someone from RMS did not show, RMS would be held accountable, but if someone from Vesta did not show, RMS would hold them accountable. Ms. Tinture felt that they should have trust in who they hire. Mr. Leary requested that representatives of Vesta and RMS leave the room so the Board could have a discussion. Mr. Haber advised that the Board could ask them to leave, but under Florida Law, they had no obligation to. *Representatives of RMS and Vesta left the room.*

Mr. Yuro felt that he could not trust RMS based on their inaccurate proposal. Mr. Leary voiced concern that they were in a rush to make a decision as lifeguards needed to be in place by next month and not having an apples-to-apples comparison. Mr. Yuro was uncomfortable with the Board making a quick decision and with Ms. Tinture requesting that the Board give the contract to RMS for lifeguard services. Ms. Webb agreed. Mr. Sevestre trusted Ms. Tinture and felt that having RMS provide the lifeguard services eliminated Ms. Tinture going through a third-party to resolve an issue. Mr. Leary voiced concern with Ms. Tinture being a bidder and providing the bids. Mr. Haber stated at Mr. Yuro's request, the proposals were sent to his office and forwarded to Mr. Laughlin to include in the agenda package. Mr. Laughlin opened the public

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comment period. Resident Lisa Harmon of Eagle Point Drive noted that the \$20.17 rate included management of the lifeguards, but the \$18.50 rate did not. Resident Ralph Darling of Glenfield Crossing pointed out if Ms. Tinture was in charge, she could cut a lifeguard's hours for not following her instruction, but if she was not in charge, she lost that leverage. There being no additional comments, Mr. Laughlin closed the general audience comments period. Mr. Haber reminded the Board that any agreement had a 30-day cancellation without notice and cancellation immediately for cause. Ms. Webb was in favor of contracting with RMS for lifeguard services. Mr. Sevestre voiced concern that Vesta's contract would be over budget by \$5,000. Although Mr. Yuro did not want to pay \$1.60 per hour more to Vesta, he felt more comfortable with Vesta versus RMS.

Mr. Yuro MOVED to approve the proposal with Vesta for lifeguard services in the amount of \$45,000 and Mr. Leary seconded the motion.

Ms. Webb was hesitant to proceed with either company, but they needed lifeguards and there was a larger issue than just the lifeguards.

On VOICE VOTE with Ms. Webb, Mr. Yuro and Mr. Leary in favor and Mr. Sevestre dissenting, the proposal with Vesta for lifeguards in the amount of \$45,000 was approved. (Motion Passed 3-1)

Representatives of RMS and Vesta entered the room and Mr. Laughlin announced that Vesta was selected for the lifeguard contract. Mr. Yuro requested when Vesta delineated the hours in their invoice and subtract the number of rain days. A Resident asked if the gates could be locked during inclement weather so no one could enter the pool area. Ms. Webb stated it would be swim at your own risk. Mr. Laughlin noted that the proposal was for three lifeguards; one at the top of the slide, one at the bottom and one at the gate and questioned whether a lifeguard needed to be at the gate if residents had keycards. Mr. Sevestre preferred having a lifeguard at the gate. A Resident pointed out if no one was not at the gate, a resident would bring 10 people. Mr. Fagen stated that a lifeguard could act as a pool monitor and if there were three lifeguards, they could rotate so one could get out of the sun, whereas if there were only two, they

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must close the pool. They would ensure proper communication with Ms. Tinture and make sure that she that was comfortable. Mr. Sean Smith stated there was a head lifeguard on every shift and would provide a schedule to Ms. Tinture. Mr. Yuro requested that the lifeguard schedule be posted with a phone number for residents to call if no lifeguards were at the pool.

EIGHTH ORDER OF BUSINESS

Review of Website Proposals

Mr. Laughlin presented a proposal from GMS to migrate the existing Sampson Creek CDD website to GMS for maintenance in the amount of a one-time fee of \$500 for the transfer and \$100 per month for the maintenance. The District was currently paying \$350 per month.

Ms. Webb MOVED to approve the proposal with GMS for website services in the amount of a one-time fee of \$500 for the transfer and \$100 per month for the maintenance and Mr. Leary seconded the motion.

Mr. Yuro questioned why \$420 was budgeted when the cost was only \$350. Mr. Laughlin recalled that the additional \$70 was a computer time fee charged to all Districts for the accounting system.

On VOICE VOTE with all in favor the proposal with GMS for website services in the amount of a one-time fee of \$500 for the transfer and \$100 per month for the maintenance was approved.

NINTH ORDER OF BUSINESS

Consideration of Speed Radar Sign

Mr. Rousseau presented proposals from Traffic Safety Warehouse for a 12-inch solar radar sign in the amount of \$3,779.95 and an 18-inch solar radar sign in the amount of \$4,579.95 as well as flashing crossing signs, which were requested by Mr. Leary at the last meeting. Permitting must be obtained from St. Johns County. Mr. Leary understood that the 12-inch sign was for speeds under 45 miles-per-hour (MPH) and the 18-inch sign was for speeds over 45 mph. Mr. Rousseau explained that the proposal was for a digital readout, solar panel, but not the speed limit sign and post. Mr. Leary discussed with Mr. Rousseau having a sign at the golf course entrance on an existing 20 mph sign or at the Leo Maguire Parkway entrance. Mr. Sevestre questioned who would allow the sign to be placed in their yard. Mr. Haber pointed out

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that the sign would be in front of the home within a right-of-way (ROW) that the CDD owned, not on a homeowner's property. Mr. Leary questioned the next step. Mr. Tyler Smith would coordinate with the county. Mr. Leary asked if the road reserve could be used to pay for the signs. Mr. Tyler Smith stated that funds could be used if it was part of the roadway as it was a safety improvement. Mr. Laughlin suggested that the Board appoint a Supervisor to work with staff on the locations and allow the District Engineer to find out what needed to be done and come back to the Board once they had everything. Ms. Webb liked the idea of having a flashing crossing sign on St. Johns Golf Drive at the golf course entrance. Mr. Leary preferred a sign that would activate by the push of a button. Mr. Yuro requested a map of the proposed locations.

On MOTION by Mr. Yuro seconded by Mr. Sevestre with all in favor appointing Supervisor Leary to work with staff on coordinating the speed radar and crosswalk signs was approved.

TENTH ORDER OF BUSINESS

Consideration of Proposals for Slide Tower

Mr. Laughlin reported that a construction engineering firm came out and provided a report on the structure of the slide tower. They addressed a few areas of concern, primarily rusting. Mr. Rousseau received a proposal from Wright's Welding, who specialized in slide tower repairs, were insured and received great reviews. They would remove all of the rusted bolts and nuts, remove surface rust and repair two brackets for \$3,000. Through the Chairman, they purchased 22 stainless steel bolts, washers and nuts at a great price. CertaPro provided a proposal to clean and paint the side structure with Sherwin Williams paint designed for metal in the amount of \$1,855.88 and another proposal to clean and paint the outside tower railings in the amount of \$4,873.44.

Mr. Sevestre agreed with the work, as the slide tower was in dire need of repair. Mr. Yuro questioned what the \$3,000 proposal from Safe Slide covered. Mr. Rousseau stated that Safe Slide would clean and paint the side structure, but when they provided the proposal, they were already onsite waxing the slide and their cost was now more than \$5,000. Ms. Webb felt that the \$4,873.44 proposal from CertaPro was high as her entire house was painted for \$3,200. Mr. Yuro preferred to pressure wash the structure first and hold off on the support structure and railings. Mr. Sevestre agreed as the pressure washing would remove the paint. Mr. Rousseau

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noted that they would pressure wash first to see what happens and that the cost was higher because this was a commercial property and the \$4,800 included taping and wrapping tightly with plastic. Mr. Sevestre recommended a dark brown color paint for the support structure. Mr. Yuro preferred black. Mr. Rousseau would get some color swatches from Sherwin Williams. Mr. Yuro questioned how soon they could get the power washing completed as Spring Break was approaching. Mr. Rousseau stated Wrights Welding would come out between five and eight days and CertaPro within a couple of weeks. Mr. Yuro asked if there were any further recommendations in the Structural Report. Mr. Sevestre recalled that there were some serious caulking issues. A Board Member suggested latex caulking to caulk it, but it would not last with the exposure to chlorine. A professional must use a rubber-based caulking around the supports holding the hand rails. Mr. Laughlin would provide a copy of the report to Mr. Yuro.

On MOTION by Mr. Yuro seconded by Ms. Webb with all in favor the proposals with Wrights Welding to replace bolts and brackets on the slide tower in the amount of \$3,000 and with CertaPro to clean and paint the side structure in the amount of \$1,855.88 were approved.

Mr. Sevestre noted that the hand rails would be considered at a later date.

ELEVENTH ORDER OF BUSINESS

Consideration of Proposals for Storm Drain Cleaning

Mr. Rousseau presented proposals from Metro Rooter, Cloud 9 and Deangelo Contracting to clean out six storm drains. Cloud 9 was the lowest in the amount of \$2,651 and they could be onsite Monday or Tuesday of next week. Mr. Yuro agreed with having Cloud 9 do the work, but questioned if the estimate was for budgetary purposes only. Mr. Rousseau spoke with Cloud 9 and the work would be completed for \$2,651, but if the work takes longer than 8 hours, they would charge \$225 per hour. Mr. Leary recalled that there used to be a street sweeper. Mr. Rousseau stated that some companies used to do residential street sweeping, but now they were only doing parking lots. Mr. Yuro did not think that street sweeping would solve their problem as the issue was with residents putting debris on the street on top of the grate. Mr. Sevestre suggested putting a reminder on the website to not stack tree and bush limbs on the grating and not blow debris down the drains.

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Mr. Sevestre MOVED to approve the proposal with Cloud 9 for storm drain cleaning in the amount of \$2,651 and Mr. Yuro seconded the motion.

Mr. Leary reported that drains by the soccer field were blocked constantly with leaves. Mr. Laughlin noted this was not a normal issue. A Monitoring Plan could be discussed as there was nothing currently in place.

On VOICE VOTE with all in favor the proposal with Cloud 9 for storm drain cleaning in the amount of \$2,651 was approved.

TWELFTH ORDER OF BUSINESS

Consideration of Proposals for Tennis Fence Repair

Mr. Rousseau recalled that proposals were presented at the last meeting for the tennis fence repair from Old City Fence in the amount of \$3,500 and Brock Fence in the amount of \$8,515 to install 1 5/8 piping along the bottom of the tennis court fence, but he was waiting for an additional quote from Matanza Fence. The proposals included all of the hardware and repairing 10 holes and whistle straps in the fence. The holes were probably caused by the landscaper hitting the fence with their hedge trimmers. Mr. Laughlin did not feel that this repair was urgent. Mr. Yuro recommending tabling it as the District was already over budget on *Tennis Court Management* and *General Repairs & Maintenance*. Mr. Sevestre agreed as it was not an emergency. Mr. Rousseau suggested that the Board consider resurfacing the tennis courts due to cracking. Mr. Laughlin confirmed that \$60,000 was available in the *Recreation Enhancements* line item. Mr. Sevestre requested that Mr. Laughlin find out if bond funds could be used. Mr. Yuro questioned when the tennis courts were last resurfaced. Mr. Rousseau would verify.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

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B. Engineer – 1021 Meadow View Lane

Mr. Tyler Smith reported that a tree root was growing into the curb line at 1021 Meadow View Lane, causing water to pond near the resident's driveway. The only way to repair it was to remove approximately 35 to 40 feet of curb and re-slope it towards the inlet next to the tree. Mr. Sevestre asked if bond money could be used. Mr. Tyler Smith replied affirmatively. Mr. Yuro pointed out that removing the curb would tear up the end of the asphalt and they would have to patch the asphalt as well. Mr. Tyler Smith stated that patching it was better than letting the tree root grow and creating a worse problem. Ms. Webb asked if the roots needed to be cut. Mr. Tyler Smith recommended cutting the roots. Mr. Yuro voiced concern that if they repaired one, others would make the same request as there were similar areas around the community and requested a price to get an idea of what they were looking at. *There was Board consensus.*

Mr. Laughlin reported that Ms. Tinture received a request from the HOA regarding a resident request to install a fence in a CDD easement that abutted the golf course. If it was approved, an agreement would be signed between the resident and the CDD and recorded with the county. Mr. Tyler Smith confirmed that Mr. Alex Acree had no issues because it was a 20-foot drainage easement for a catch basin. Mr. Yuro questioned how the lake management company would access this pond for maintenance. Mr. Laughlin would find out.

On MOTION by Mr. Sevestre seconded by Mr. Yuro with all in favor the request from the HOA for a resident to install a fence in a CDD easement was approved, subject to an agreement and confirmation of Lake Doctors usage.

C. Manager

Mr. Laughlin contacted Mr. Charlie Sheppard of Reserve Advisors who prepared the Reserve Study and the cost to update the Reserve Study was \$2,800, versus \$5,000 to \$6,000. if they went with another company. Mr. Leary requested a copy of the prior one. Mr. Laughlin would forward the one from June 18, 2018.

On MOTION by Mr. Leary seconded by Mr. Sevestre with all in favor the proposal with Reserve Advisors for a Reserve Study update in the amount of \$2,800 was approved.

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Mr. Laughlin confirmed that bond money could be used for the sidewalks and the estimated fee to pay back the bonds. There would be a 26% reduction on what was outstanding or a reduction of around \$26 per year in assessments if it was paid off early. Mr. Haber confirmed that there would only be a couple of hours of billable time and Mr. Acree would charge \$1,500 to prepare the documents. In response to Mr. Leary's question, Mr. Haber stated that the District was obligated to use all reasonable efforts to spend the money within three years of the bond issuance. The 2020 bonds were issued and based off of the 2016 bonds, but when a big payment was made in 2031, the 2016(1) bonds would drop off. The 2020 bonds increased slightly, but because of the drop off of the 2016(1) bonds, the overall assessment would go down. In 2035, both of the 2016 bonds drop off. Mr. Yuro questioned the reserve contributions over the past five or ten years. Mr. Laughlin confirmed that the contribution over the past 10 years was \$800,0000. Mr. Yuro requested a year-by-year comparison, which Mr. Laughlin provided.

D. Amenities & Recreation Manager

Ms. Tinture presented the Amenities & Recreation Manager Report, which was included in the agenda package. Ms. Webb questioned the food truck attendance. Ms. Tinture recalled that the attendance was good.

E. Operations Manager

1. Report

2. Lake Doctors Report

Mr. Rousseau presented the Operations Manager Report, which was included in the agenda package. Mr. Yuro asked if shade structures were ordered. Mr. Rousseau confirmed that they would be shipped by the end of next week and should take a few days to install. Mr. Leary felt that it would be helpful to have all of the maintenance jobs in process. Mr. Laughlin would distribute a list that had all of the costs, jobs and where to pull the money from.

FOURTEENTH ORDER OF BUSINESS

Supervisors' Request

Ms. Webb requested that the Board reconsider use of the old kiddie pool area as it was a waste of space by obtaining renderings. Mr. Tyler Smith noted that his firm did renderings for small landscape areas and offered to provide one. Ms. Tinture stated that Brightview could

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remove all of the shrubbery, grind down roots and clean up the area for \$2,700. Ms. Webb suggested that they start by removing the old coping from the kiddie pool and installing fresh pavers. Mr. Laughlin suggested that the Board approve a not-to-exceed amount and authorize Ms. Webb to work with staff.

On MOTION by Ms. Webb seconded by Mr. Yuro with all in favor appointing Supervisor Webb to work with staff on obtaining renderings for the kiddie pool in a not-to-exceed amount of \$1,000 was approved.

Ms. Webb requested a breakdown from Troon to maintain the soccer field. Mr. Laughlin would contact Troon. Mr. Leary questioned whether Troon should continue maintaining the soccer field. Ms. Webb pointed out that Brightview could maintain the soccer field for \$4,000 per year versus the \$65,000 Troon was charging and requested a revised quote from Brightview. Mr. Sevestre recalled that Brightview wanted to store their equipment onsite, but the District did not have the facilities. Ms. Webb was not in favor of having a sound barrier along I-95 to block noise as residents purchased their property knowing the proximity to the highway.

- **Manager (Item 13C)**

Mr. Laughlin recalled that the Softcrete for the Splash Pad was approved by the Board at the last meeting; however, the Board specified blue, but they did not have blue in stock. They recommended three colors. Mr. Yuro preferred having two colors since it was a minimal expense. *There was Board consensus to choose two colors for the Softcrete.* Mr. Yuro questioned when the Softcrete would be applied. Mr. Laughlin stated at the beginning of March.

- **Supervisors' Requests (Item 15)**

Mr. Leary asked if there were speed limit signs for the amenity area as scooters were driving at a high rate of speed on the sidewalk in the past few weeks and there was a safety concern if they fell off or hit a pedestrian. Ms. Webb felt that they were driving scooters at their own risk. Mr. Haber advised that the CDD had policies on how the facilities were to be used and if someone was driving a scooter in an unsafe manner, the CDD could make them aware of the policy or suspend them from using the amenity facilities. Ms. Tinture sent an email to parents requesting that they not allow their children to ride electric scooters or golf carts on the soccer

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field; however, kids were using foul language and threatening her when she accused them of going too fast and requested security onsite on Monday and Tuesday nights when there was no security. Mr. Leary suggested having the security officers from 6:00 p.m. to 9:00 p.m. on those nights. Ms. Tinture received a proposal from Security for \$1,596 for 56 hours per week until the kids were under control as she did not feel safe. Mr. Yuro felt that they should have a better idea of where they stood with the budget and plan ahead, rather than reacting immediately to safety concerns. Ms. Webb suggested that before they take action on an item, see what line item it was being paid from. Mr. Laughlin noted that they were over \$20,000 under budget for the year in all line items and that the budgeting process was starting in March.

Mr. Yuro questioned an invoice for \$6,000 from JSC dated February of 2022. Mr. Laughlin explained that it was part of the sound and security system. Payment was withheld because Ms. Tinture was having difficulty getting them to come out. Mr. Yuro noted that the total amount of the improvements was over \$100,000. Mr. Sevestre explained that it included all of the speakers and updates to the video and Wi-Fi. Mr. Yuro questioned why they were charged in December for four weeks of security plus the vehicle and fuel charges, but they only charged for the first week in January. Ms. Tinture did not receive the invoice as it was sent directly to the accountant. Mr. Laughlin noted that any security invoices should go directly to Ms. Tinture and then provided to the accountant, but according to an email, Ms. Tinture received the security invoices and forwarded them to the accountant. Ms. Tinture recalled that there was an issue with their accounting system, which was recently changed. Mr. Yuro questioned why Anytime Anywhere Hoffman Heating & Air was paid to add freon and other services when they just spent \$8,850 on a brand-new system for the meeting room six months ago, which should be under warranty. Ms. Tinture recalled that they were working on another system and did not know that a new unit was added to the meeting room. Mr. Leary suggested that RMS have one agreement for air conditioning services for all of their communities.

Mr. Yuro felt that there was not sufficient oversight by RMS and that the District was being taken advantage of. The District was charged another 54 hours last month for the Amenity Assistant, which should be included in the lump sum amount that was paid for the Amenity Director. Mr. Leary felt that this was a human resources (HR) matter and that RMS should handle it. Mr. Yuro pointed out that Ms. Tinture's position was \$73,000 for 43 hours per week, but the Amenity Assistant filled in for her if she was not present on Monday and Tuesday and the

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District was charged an additional eight hours per day. Mr. Laughlin clarified that Ms. Tinture was contracted for five days per week for 40 hours, but it was typical for RMS to request more hours. Ms. Webb suggested closing the office on the day that Ms. Tinture was off during the week. Mr. Yuro recommended going out for a Request for Proposals (RFP), clarify the scope and include a budget line item for an Amenity Assistant to be spent at the discretion of the Board. Ms. Tinture pointed out if the Board was no longer happy with RMS' services, they would tend their resignation at the next meeting and walked out of the meeting. Mr. Sevestre understood Mr. Yuro's point, but they needed to do the research before going out for RFP. Mr. Leary was not in favor of going out for RFP due to the amount of work that was involved. Ms. Webb felt that Ms. Tinture was doing a great job. Mr. Leary and Mr. Sevestre agreed. Mr. Yuro felt that Ms. Tinture deserved whatever she received and his concern was how they were getting billed.

FIFTEENTH ORDER OF BUSINESS

Public Comments

Mr. Laughlin opened the public comment period. Residents were asked to state their name and limit their comments to three minutes. Mr. Jeffrey Asher of St. Johns Golf Drive felt that the CDD Board was failing in basic business management such as monitoring workers when a bid was accepted, that Ms. Tinture should explain to security what their job assignment was and not be in charge of security and that there should be committees. Mr. Haber advised that committees must be appointed by the Board and were subject to the Sunshine Law. Resident Michael Ibrahim of St. Johns Golf Drive requested that the Board consider lighting around the park and the sidewalk parallel to the park behind the soccer field going towards St. Johns Golf Drive. Ms. Webb suggested replacing the bollard lights with larger lights. Mr. Laughlin would ride around with Mr. Rousseau. There being no further comments, Mr. Laughlin closed the public comments period.

SIXTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the January 19, 2023 Meeting**
- B. Balance Sheet as of January 31, 2023 and Statement of Revenues & Expenditures for the Period Ending January 31, 2023**

Mr. Laughlin stated overall expenditures were currently under the projected budget and assessments were 87.6% collected.

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C. Check Register

Mr. Laughlin presented the Check Register from February 16, 2022 in the amount of \$65,717.98 for the General Fund and \$18,518.62 for the Capital Reserve Fund, which was included in the agenda package.

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

SEVENTEENTH ORDER OF BUSINESS

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

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

EIGHTEENTH ORDER OF BUSINESS

Adjournment

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

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

DocuSigned by:
Robert Sevestre
9724814CA020440...
Chairman/Vice Chairman