

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, November 16, 2023 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 <i>by phone</i>	Chairman
Laura Webb	Vice Chair
Brad Weger	Supervisor
Graham Leary	Supervisor
Mike Davis	Supervisor

Also present were:

Daniel Laughlin	District Manager
Wes Haber	District Counsel
Tyler Smith	District Engineer
Daniel Bauman	Brightview
Douglas Macke	Vesta Property Services
Dan Fagen	Vesta Property Services
Jennifer Meadows	Vesta Property Services
Jim Masters	Vesta Property Services
Ben Pasquith	St. Johns Golf & Country Club
Residents	

*The following is a summary of the actions taken at the November 16, 2023 Board of Supervisors of the Sampson Creek Community Development District meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment** (*regarding agenda items listed below*)

There being no comments, the next item followed.

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**THIRD ORDER OF BUSINESS****Organizational Matters****A. Appointment of New Supervisor to Fill Unexpired Term of Office (11/26)**

Mr. Laughlin recalled that Mr. Sevestre resigned at the last meeting, due to a family matter and two candidates showed interest in serving in the unexpired term, Mr. Mike Davis and Mr. Cameron Day, who were present. Mr. Davis moved to the St. Johns Golf and Country Club (SJGCC) with his wife and his sons in 2022 from Seattle and attended his first CDD meeting, two weeks after they moved in. He provided input on many matters such as the lighting near the Amenity Center and wanted to serve as a Supervisor to facilitate the success of the community. Mr. Haber asked if Mr. Davis was registered to vote in the Supervisor of Elections in St. Johns County. Mr. Davis confirmed that he already voted once in an election. Mr. Daniel "Cameron" Day lived in the community for three years with his wife and three children but visited family in the community for over 10 years. He served as a Management Analyst, was currently a Criminal Investigator for NCIS and wanted to give back to the community. Mr. Haber explained that the remaining members of the Board would fill the vacant seat under Chapter 190.

*\*Mr. Yuro joined the meeting.*

Ms. Webb was familiar with Mr. Davis from attending the meetings, felt that he was engaged with the Board and the community. She knew Mr. Day personally and felt that he would have the best interest in the community. Mr. Leary thanked both candidates for their interest, but preferred Mr. Davis, due to his active participation at CDD meetings for a long period of time. Mr. Yuro supported Mr. Davis for attending meetings and providing input to the Board and nominated him for the vacant seat. Mr. Weger nominated Mr. Day.

On MOTION by Mr. Yuro seconded by Mr. Leary with Ms. Webb, Mr. Yuro and Mr. Leary in favor and Mr. Weger dissenting, the appointment of Mr. Davis to Seat 1 with a term ending November 2026 was approved. (Motion Passed 3-1)

**B. Oath of Office for Newly Appointed Supervisor**

*Mr. Laughlin, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Mike Davis.*

Mr. Haber would provide Mr. Davis with the Sunshine Law, Public Records Law and Chapter 112 of the Florida Statutes, the Code of Ethics after the meeting.

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**C. Election of Officers, 2024-01**

Mr. Laughlin stated that after each election, the Board was required to elect officers. Mr. Leary felt that that Ms. Webb should serve as Chair since she was currently Vice Chair. Ms. Webb did not think she was the best fit to serve as Chair. Mr. Weger felt that either Mr. Leary or Mr. Yuro should serve as Chairman. Mr. Leary nominated Mr. Yuro as Chairman.

On MOTION by Mr. Leary seconded by Ms. Webb with all in favor electing Mr. Mike Yuro as Chairman was approved.

Mr. Leary had no desire to change the remaining officers. Mr. Haber requested that the Board elect Mr. Davis as an Assistant Secretary and the remaining slate of offices as elected.

On MOTION by Ms. Webb seconded by Mr. Leary with all in favor electing Mr. Mike Davis as an Assistant Secretary and the remaining officers as elected as evidenced by the adoption of Resolution 2024-01 was approved.

**FOURTH ORDER OF BUSINESS**

**Brightview Landscape Update**

**A. Quality Site Assessment**

Mr. Daniel Bauman of Brightview reported the following:

1. They were working on a proposal to remove hedges from around the tennis courts and replacing them with a boarder of rock and would finalize it before the next meeting.
2. They were working on a solution to help reduce the runoff occurring near the basketball courts, when there were heavy rains. Mr. Macke would handle it.
3. The Fall flower rotation was performing great. They followed up with fertilizer, fungicide and insecticide combinations since they have been installed.
4. Turf throughout the property was recently treated for weed, insects and fungus.
5. Christmas decorations were hung up recently. They asked their crew to be on the lookout for extension cords laying across hedges and turf.
6. The soccer field was looking great now that it was getting adequate watering.
7. Their irrigation team was busy doing their monthly wet checks and repairing irrigation breaks like this mainline.

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8. Their crew did a great job trimming the large hedges running the length of the soccer field.
9. Their crews were tasked with cutting back ornamental grasses throughout the property. Once they were blooming, they would circle back towards later.

Ms. Webb requested holiday flowers and treating dollar weeds in the front islands at the entrance. Mr. Bauman would change the flowers prior to the Christmas holiday and would handle the dollar weeds. Mr. Yuro sent emails to Brightview asking to be included on future irrigation repairs, as there were several thousands of dollars in irrigation repairs and this month there was another \$6,000 in repairs. The pressure valve that they removed was causing additional issues. Mr. Leary recalled a proposal two meetings ago, in the amount of \$26,000 on irrigation and questioned whether there was further review of it. Mr. Laughlin confirmed that the proposal was more for informational purposes of what was needed at the time of the audit. Mr. Bauman believed that it was for upgrades from 4 inch to 6-inch heads and would verify it with Mr. Rodney Hicks.

Mr. Leary voiced concern at the last meeting about the pine straw mulch blowing away and questioned whether there was a better solution for the community. Mr. Bauman explained that mulch would interlock itself better than pine straw, was trying to time it for the holidays in order to freshen up the area and would perform a cost analysis. Ms. Webb liked having pine straw in common areas and did not notice it being blown around. Mr. Macke pointed out that the pine straw was lightweight and could move around and they needed a heavier mulch; however, larger chips were more expensive. Mr. Laughlin stated according to the agreement, the cost per bale for pine straw was \$8 and \$58 per cubic yard for shredded brown mulch. Mr. Macke noted it was a big difference but felt that it was worth the cost. Mr. Yuro questioned how often they were supposed to mulch per the contract. Mr. Laughlin confirmed that the property was mulched once per year and twice per year with pine straw. Mr. Leary stated on Leo McGuire and Eagle Point Drive, there was mulch in all of the drains. Mr. Laughlin suggested obtaining a cost to mulch and providing to the Board. Mr. Leary requested that Mr. Macke and Mr. Bauman work together on a plan. Mr. Haber recommended that the Board delegate authority with a not-to-exceed amount as the Board could not vote on the plan outside of the meeting or wait until the next meeting. Ms. Webb preferred to wait until the next meeting and requested the areas that currently had pine

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straw. Mr. Leary requested a running list of items on Mr. Bauman's report that the Board would need to discuss at a meeting.

**B. Proposals for Tree Removal and Sod at Tennis Courts**

This item was removed from the agenda.

**C. Proposals for Landscaping between Basketball Courts & St. Johns Golf Dr.**

This item was discussed.

**FIFTH ORDER OF BUSINESS**

**Discussion of Pickleball Courts**

Mr. Smith presented a proposal from Matthews in the amount of \$9,500, which included the following:

- \$2,000 for the preparation of a conceptual site plan for the pickleball courts, which would be based on a time and materials basis. Mr. Laughlin stated this item could be paid from bond funds.
- \$2,500 for an engineer's cost estimate to survey residents on their interest in having pickleball courts.
- \$3,500 for a tree survey to identify any protected trees and the location of the wells on the golf course.
- \$1,500 for any meetings or coordination with the county, which would be based on a time and materials basis.

Ms. Webb requested a range, especially for the tennis courts. Mr. Smith would provide a cost estimate based on two or four courts and the amount of parking spaces. Mr. Leary recalled that the plan was for four tennis courts. Mr. Smith based it on three courts, but it did not identify any trees or wells. The goal was to take the conceptual site plan and change it to an actual design plan in order to submit it to the county. Mr. Yuro felt it should be minimal effort as they did not need to move anything and questioned why they needed to pay Matthews for a tree survey, if the tree topography would be provided by others. Mr. Smith explained that they would not have to pay someone else to identify the trees as they could be located through GPS and would eliminate this item from the proposal. Mr. Yuro questioned the next step. Mr. Smith confirmed that work performed would be Task 2, the engineer's cost estimate and Task 3, the tree survey. in order to provide the exact location of the three pickleball courts. Mr. Leary requested an estimate to build

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the pickleball courts, including a cost to prepare the site, install the surface, nets, fencing, lighting and security, which should be in the \$100,000 to \$200,000 range. Mr. Smith pointed out if there were more than two wells, they needed to identify them. Mr. Leary preferred to identify them before they spent any money.

Mr. Pasquith noted there were five wells along Hole 9. If they were outside of the project limits, they could proceed, but if the wells were in the middle of the project, they could not proceed. Mr. Yuro did not believe that the trees were important and wanted to see the location of the wells. If the Board decided to proceed, the proposal could be revised. Mr. Pasquith would provide the original GPS coordinates to Mr. Laughlin. *There was Board consensus to table the proposal until the District Engineer confirmed the well locations.* Mr. Laughlin received the Sound Study, which indicated that no sound mitigation was necessary. The recommended limit was 55 decibels and 50 decibels were measured. Mr. Weger preferred to get the feedback from the community before proceeding. Mr. Leary felt they should get the cost first. Mr. Weger questioned the amount remaining in the bonds and if there was a time limit to use them. Mr. Laughlin recalled there was \$650,000, which was supposed to be spent in five years as the bonds were issued in 2020. Mr. Haber explained that they were trying to prevent the Board from investing it and doing things that the money was not originally intended for and would speak to Bond Counsel about any concerns.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Proposal for Tennis Court Tree Trimming**

Mr. Macke presented a proposal from TREECO in the amount of \$3,450 for the trimming of two trees above Courts 3 and 4, which were causing leaves onto the courts, removing four dead trees along St. John's Golf Drive and Stonehedge Trail Lane and stump grinding an Oak tree at the end of the tennis courts, between Courts 3 and 4. Ms. Webb pointed out that they could not remove Oak trees without replacing them as a homeowner had to replace a tree in their yard that they removed. Mr. Macke confirmed it was on CDD property and an Oak should not be replaced with the same tree as it would ruin the sidewalk. Mr. Haber recalled that there were many trees in the right-of-way (ROW) and the CDD Board adopted a resolution stating that the CDD had the right, but not the obligation to trim trees in the ROW. Trees located in the ROW, but adjacent to homes were the homeowner's responsibility under the Declaration of Covenants, Conditions and Restrictions (CC&Rs), but the CDD had the right to trim those trees for safety

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purposes. If the trees were not adjacent to a home, the resolution would not apply as it was the homeowner's responsibility to maintain the tree; however, trees on CDD property were owned by the CDD. Mr. Macke confirmed that the trees were between the road and the sidewalk, except for one by the tennis court.

Mr. Fagen asked if the Board wanted to remove the tree at the tennis courts or approve all of the work at the same time. Ms. Webb was in favor of removing the tree between the tennis court and the Amenity Center but was not in favor of removing the four trees along St. John's Golf Drive and Stonehedge Trail Lane without looking at them. Mr. Leary did not believe that the tree by the tennis court was a hazard. Mr. Weger asked if they should do the trimming of the trees that were impeding the tennis courts. Mr. Macke explained that the trees were too tall for Brightview to trim. Mr. Yuro recalled that Brightview's contract called for them to trim any trees up to 12 feet. Mr. Macke would come back to the Board with additional proposals and photos, including replacements. Mr. Laughlin suggested holding off on the tree trimming until the resurfacing of the tennis courts was completed. There was Board consensus to table this item until the next meeting.

**SEVENTH ORDER OF BUSINESS****Consideration of Resolution 2024-02,  
Amending the Fiscal Year 2023 General  
Fund Budget**

Mr. Laughlin presented Resolution 2024-02, Amending the Fiscal Year 2023 General Fund Budget, which was a bookkeeping item for auditing purpose. The budget was amended to reflect that *Maintenance Assessments* was budgeted at \$965,000 and the actual was \$980,000, *Interest Income* was budgeted at \$75 and the actual was \$21,000, *Youth Programs Income* was budgeted at \$45,000 and the revenue was \$38,883, *Clubhouse Income* was budgeted at \$250 and it generated income of \$3,804 and \$145,365 was used from *Carryforward Surplus* to balance the budget, but they ended up needing \$151,000. Mr. Yuro pointed out that the budget in the agenda package was for Fiscal Year 2024. Mr. Laughlin pointed this out to the account. Mr. Haber requested that the Board adopt the resolution subject to the header being changed to 2023. The change would be made before it was sent to the auditors. Mr. Leary questioned why it stated it was a budget when it was an actual. Mr. Haber explained that the budget was an estimating tool that was adopted by the Board at the beginning of the year to set the operation and maintenance

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(O&M) assessments and show deviations. Mr. Leary dealt with budgets for 30 years and never heard of this; therefore, he was not in favor of approving it.

On MOTION by Mr. Davis seconded by Ms. Webb with Mr. Weger, Mr. Yuro, Mr. Davis and Ms. Webb in favor and Mr. Leary dissenting, Resolution 2024-01 Amending the Fiscal Year 2023 Budget was adopted. (Motion Passed 4-1).

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Haber stated that every agreement he drafted for the Board included an indemnification provision, indemnifying the District, if the contractor did something resulting in a lawsuit against the District and providing defense. In the most recent negotiations, Vesta requested a reciprocal indemnification, to indemnify the District for any action taken by the Board, but Mr. Haber was not comfortable agreeing to it without input from the Board, due to the CDD, as a unit of government, getting the benefit of sovereign immunity. For example, if the CDD owned the parking lot and did not have lights and something happened because it was too dark, they would not have valid claim against the District, due to sovereign immunity. However, if the CDD agreed to install lights, but failed to adequately maintain them such as a burnt-out light bulb and someone trips, they would have a valid claim against the District, due to inadequately maintaining the improvement. The issue was that Vesta or any private company did not have the benefit of sovereign immunity. The District had insurance to cover various claims, but it would not cover the private company. The CDD agreed to the indemnification, in prior agreements, but when he to counsel for Vesta, they agreed to it, but only if the CDD agreed to the same provision. Mr. Haber was not comfortable making a change to an agreement as it was substantively different from the typical indemnification provision that was included in all CDD agreements without input from the Board.

Mr. Weger questioned Mr. Haber's recommendation. Mr. Haber recommended asking the insurance company to cover the District under the current policy and provide the premium for this coverage. In his opinion, the District was better off with the reciprocal indemnification as opposed to limiting their indemnification to only intentional acts because Vesta operates the District's facility. Mr. Weger questioned why Vesta wanted this change. Mr. Haber explained that when he was drafting the agreement between the CDD and Vesta, instead of a one-way



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indemnification provision, Vesta wanted reciprocal indemnification. Mr. Weger asked if the agreement was in place before Vesta was hired. Mr. Haber recalled that the agreement with Riverside Management (Riverside), included a provision that the CDD would indemnify only if it was covered by insurance, which Mr. Haber did not recommend because their insurance would not cover their indemnification. Mr. Yuro did not see how the Board could agree to the reciprocal indemnification if the amount of the increase in the premium was not known. Mr. Haber agreed. Mr. Leary recommended staying with the current indemnification provision with the previous provider. Mr. Weger agreed with having the exact same agreement that they had with Riverside. Mr. Leary preferred that the CDD attorney and Vesta's attorney to figure it out. Mr. Fagen would ask their counsel to attend the next meeting.

Mr. Haber recalled that the Board needed to complete four hours of ethics training starting in January of 2024 and that the best option was the State's website, which was free. His firm was monitoring the website, which was misleading as it specifically stated that CDD Supervisors did not have to go through this training. As soon as it was updated, his firm would provide the information.

**B. Engineer**

Ms. Webb questioned when they would be able to consider proposals for the upper pool deck. Mr. Smith recalled there was a rendering and a proposal was provided to the Board and would check with Mr. Alex Acree and get back with the Board.

**C. Manager**

At the request of the Board, Mr. Laughlin contacted Glen St. Johns Manager regarding splitting the cost on the license plate reader (LPR) at the entrance since it benefitted them. This item would be brought before their Board at their December meeting. The Hold Harmless and License Agreement with United Parcel Service was executed and they provided a check for \$2,500.

**D. General Manager - Report**

Mr. Macke presented the General Manager's Report. The speed radar was installed on November 9<sup>th</sup> and was working. The soccer field was reseeded. They mowed it a couple of different ways and it looked good. Tree trimming was performed in-house on Pond 26. They

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were two-thirds done. M&G Lighting started putting up the Christmas lights today. They would perform a walk through with Mr. Macke right after Thanksgiving, but he was pushing them to finish in the next few days. The sidewalk repair was ongoing, due to weather delays. They wanted to pour it on Wednesday but were now looking towards the end of the week or first of next week. TREECO was finishing up the tree trimming today. Mr. Macke was going to perform a drive through to make sure that everything on their proposal was completed. They were waiting on Pro Court Services, due to the weather and were hoping they could start sometime next week. The part was on order to repair the light pole for the new camera on the soccer field. Stripe Zone installed the speed radar. Solitude was still looking at the pond fountain. It seems to be running at this time and they were keeping an eye on it. They had some ideas to make sure that the tripping did not continue to happen. Ms. Webb questioned why it was occurring. Mr. Macke explained that a block of concrete behind the panel and the plants around it, increased the heat in that area. A part was ordered for \$23 that would solve the problem. Brightview recommended removing some hedges and replacing with rock to keep leaves off of them. They were going to try to tie the tree trimming with the resurfacing.

Ms. Webb recalled that Mr. Bauman was supposed to provide pictures with some options. Mr. Macke did not receive anything from Brightview as they were tied up with some work across the street. Mr. Laughlin believed that Mr. Bauman wanted to have everything ready before it was presented. Mr. Macke was waiting for a proposal from Brightview and the golf course for maintenance of the soccer field in order to have an apples-to-apples comparison. Painting proposals were received this week. Mr. Leary recalled at the last meeting, discussing the parking lot costs of \$30,000, which they were trying to offset that with the soccer field, as it was budgeted at \$65,000 and questioned what the cost should be. Mr. Macke stated that he spoke to the golf course about maintaining it for Brightview quoted price of \$39,000 without mowing with the same chemicals and fertilizer but had not heard back from them. Mr. Leary recalled that the CDD was paying \$1,200 per week for 15 minutes per week of mowing the soccer field. Mr. Macke agreed that was on the high side, but this was one of the premier soccer fields in the area. Mr. Leary requested that the contract be corrected and re-quoted as it was for two mows per week and other areas were not included.

Mr. Macke received three different proposals for the painting of the yoga room, which he would be providing to the Board at a future date. Ms. Webb asked about the maintenance cart.

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Mr. Fagen confirmed that Vesta tried to partner with the golf course, but unfortunately, they could not come to an agreement. However, they were able to secure one and requested that it be included as part of their contract for \$5,500 per year for three years instead of the District spending \$10,000 to \$12,000 on a new cart, which they would maintain, own and pay for all expenses, with the exception of fuel. Mr. Leary questioned how they came up with \$5,500. Mr. Fagen explained they had similar agreements in other Districts ranging from \$4,500 to \$5,500. Mr. Yuro asked why they needed to use a cart versus a car or truck. Mr. Macke explained that drains needed be cleaned out and a cart would include shovels and could be used to hold mulch or sand. Mr. Leary was supportive of Vesta utilizing a cart as it would help to offset costs and provide a savings to the community. Ms. Webb was in favor of Vesta providing the cart and maintaining it. Mr. Leary agreed and requested a breakdown on the capital cost of the cart, maintenance and fuel costs. Mr. Fagen would provide it at the next meeting. Mr. Yuro did not want to approve additional funds for a cart as it should have been included in Vesta's price and questioned why it was taking so long to repair the sidewalks. Mr. Macke explained that the rain pushed everything back. Mr. Yuro requested that Mr. Macke stay on top of the contractor.

Ms. Meadows presented the Lifestyles Report. Their first event was held. They were worried about the rain, but it suddenly disappeared. It was great to see the smiles and families playing together. The hayride was held in the Fall and not the Winter event. The kids were excited to see it come back. Only one person brought their golf cart and in the future, they would have people decorate their golf carts and have a mini parade. Everyone has been good about registering their golf carts as it was a safety issue. Their second Food Truck night held on November 8<sup>th</sup>, went well. They were starting to see small interest build up again and were talking about bringing it back in the Spring when the weather was nice again and combining it with an event. Staff was trying to find out more information about the luminaries. Ms. Webb noted it was a parent led fundraiser held by Relay for Life, but the sand was grainy and made a mess. If it was done well, everyone participated and it was beautiful. Mr. Davis asked if people were inquiring about it. Ms. Meadows explained that someone mentioned it on Facebook. Mr. Fagen recommended revisiting it next year, if an organization reached out. Ms. Webb felt that the Board should not pay for it. Ms. Meadows noted they could charge \$4 per person for 12 bags. A company called Pine Castle, a non-profit organization of adults with disabilities, charged \$12 for

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a kit. Mr. Weger was in favor of any activities n. Mr. Leary was fine with it, if residents wanted it.

Ms. Meadows reported that the Winter Celebration was upcoming. It would include a rock wall, bounce house that looked like a gingerbread house, village from the movie Frozen, music and cupcakes given away to the first 250 people. The golf course requested there not be a Santa since they were having one at their brunch. Ms. Webb noted that many residents did not go to the brunch and were expecting Santa at the Winter Celebration. Ms. Meadows would contact someone that they used often to play Santa to see if he was available. They were going to do the Santa letters again and received several requests for painting or art classes, but she did not know what the CDD policy was for people who wanted to teach classes and whether there was a room fee. Two instructors were residents. Ms. Webb felt that they should pay the room rental fee but did not want to profit off of someone providing an activity. Ms. Meadows suggested preparing a contract in order to have some of the money go back to the CDD. Mr. Weger questioned the room rental fee. Mr. Laughlin believed it was \$50 for three hours and a \$100 deposit for an event not serving alcohol and \$200 to serve alcohol. Ms. Meadows pointed out that Moms and ladies' groups wanted to use the room for meetings and questioned if they needed to pay the room rental fee as they were residents. Mr. Leary stated if it was an outside organization with non-residents attending, they must pay the room rental fee. Ms. Meadows pointed out that other residents did not charge residents to rent their meeting rooms. Mr. Laughlin stated there was a Room Rental Policy for CDD residents or non-residents who paid the annual user fee, to reserve the room for up to 90 days in advance from April until September. Ms. Webb requested the traffic in the room last month. Ms. Meadows noted that it was empty in the daytime. Mr. Weger asked if the room was locked. Ms. Macke stated it could be accessed with a keypad. Mr. Laughlin stated it was not a big issue as he was not receiving emails stating that people were being turned away and it was a non-issue until it becomes an issue.

Mr. Masters reported that the current office hours, according to the Request for Proposals (RFP) was 24 hours and proposed having an office schedule of Monday and Tuesday and Thursday and Friday from 8:00 a.m. to 3:00 p.m. and on Saturday from 10:00 a.m. to 2:00 p.m. The prior Amenity Company was onsite from 9:00 a.m. to 5:00 p.m., Monday through Friday. Mr. Macke would be onsite on Wednesdays and would post a sign at the door with his cell number for emergencies. *There was Board consensus with the proposed office hours.* Ms.

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Meadows stated on the application for the access cards, there was a space at the bottom for the car license plate, but someone questioned why they needed it and if it could be removed from the application. Ms. Webb did not know why it was necessary, but if a resident did not want to provide it, they did not have to. Mr. Leary questioned the process with purging the records of residents that no longer lived in the community. Ms. Meadows finished typing the newest list of residents on Tuesday, based on the Property Appraiser and the next step was to verify that the information matched their files which could take a few weeks.

## **NINTH ORDER OF BUSINESS**

### **Supervisors' Requests**

Ms. Webb questioned the status of the pool renovation. Mr. Leary wanted a cost comparison for this project as well as the pickleball court project in order to understand the total cost of the two projects. Mr. Laughlin sent it to Mr. Acree but would provide it to the Board. Mr. Leary asked if there were any comments on the speed radar signs. Ms. Webb did not like the way the pole looked. Mr. Laughlin stated they could paint the pole green or brown to match existing poles. Ms. Webb asked if people were slowing down. Mr. Leary felt there was noticeable improvement in the traffic and positive feedback from residents and other than the post, the sign looked professional. When they were installed, they spoke with Stripe Zone and discussed the second location, which was south of the crossing, to get traffic past the Amenity Center. Since this location was previously approved, Mr. Leary felt it was good to have this project completed and they should wait to receive any additional feedback or comments on the radar sign from residents that lived closed to the location.

Mr. Leary voiced frustration with the financial documentation that was provided by the District Accountant such as the amount of bond funds and capital reserves. They had accounting information, but it was hard to follow and track and preferred looking a new accountant that could provide better management reporting. Mr. Laughlin indicated that they had multiple accountants and the current one was a Certified Public Accountant for 20 to 30 years. This was the same budget format that they used for over 200 Districts and this accountant never received complaints before. The financials showed the Adopted Budget, prorated amount, actuals and total bond funds of \$616,279. Mr. Leary asked if it covered all of the bonds. Mr. Laughlin explained that the 2016 bonds had \$64,416, the 2020 bonds had \$73,000, which covered the two interest payments for 11/1 of \$31,000 and principal payment of \$10,000 for 5/1. For the 2020

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bonds, \$74,530 was collected of the debt service portion of the assessment to cover the \$73,000 for the two interest payments and one principal payment. Mr. Leary requested a report showing what was budgeted, what was spent this year and a forecast of what they planned to spend. Mr. Laughlin confirmed as of 10/31/23, they spent \$1,488. They did not know what they were going to spend on repairs, the amount of water and electric used and landscape maintenance. Mr. Leary felt there should be a forecast of what was approved to be spent for landscape maintenance and security. Mr. Laughlin would include it in the financials and discuss ways to make changes but did not recommend spending capital reserves as the Board did a good job controlling expenditures. Mr. Davis stated the first step was asking the accountant to provide certain financials and then looking at other avenues, if Mr. Leary still was not satisfied.

Mr. Weger asked if the security representative could come to the December meeting and if there needed to be additional security for the food trucks. Mr. Macke spoke to the security company regularly and they would like to expand their services; however, security was onsite on a regular basis. Ms. Webb heard residents complaining about security in the Fitness Center. Mr. Laughlin pointed out this was the only District that had security from 3:15 p.m. to 11:15 p.m. One District had security from 11:00 p.m. to 4:00 p.m., five days per week, due to the location near UNF and young renters having parties at the Amenity Center after hours. Ms. Webb questioned why they needed security in the afternoon. Mr. Macke believed that it was due to the amount of kids on the soccer field causing issues at dusk. Cleaning staff were onsite between 10:15 p.m. and 11:15 p.m. and there were issues with people hanging around. The security company desired to have more patrols, especially around the cemetery, if there were pickleball courts. Ms. Webb recalled that RMS recommended having security seven days per week due to misbehaving teens. Mr. Weger requested a log or Incident Report. Mr. Webb suggested having security come at 6:00 p.m. instead of 3:15 p.m. to save money. Mr. Fagen would provide further information along with the security contract and options such as five days per week security service versus seven days per week.

Mr. Weger questioned the security camera for the stormwater. Mr. Macke confirmed that there was one security camera for the soccer field, which was on a photocell and only turned on at night and questioned whether there were any blind spots. Mr. Haber requested that blind spots be discussed off the record or at a closed session. Mr. Fagen would provide data on the cameras to the Board at the next meeting. Mr. Macke pointed out that the data only went back 21 days.

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Mr. Haber advised that they were required to retain 30 days of footage and requested that staff speak to the security company about a larger DVR. Mr. Davis thanked the Board for appointing him to the Board and looked forward to serving the community.

**TENTH ORDER OF BUSINESS****Public Comments**

Resident Mike McCormick of 604 Remington Court noticed a sidewalk between the fourth green and fifth tee on Eagle Point Drive that was exposed, had a significant root problem that was close to the surface and had not yet been repaired. There was a proposal some time ago with chemicals and retardants, to mitigate the problem from occurring and asked if they were doing anything to ensure that the sidewalks were going to last for a period of time. Mr. Laughlin explained it was an extremely expensive treatment for those roots and according to their arborist, with the new sidewalks, they were removing roots and putting in a layer of gravel to keep the roots from going up. There was an additional cost for the gravel, but the amount was miniscule. Mr. McCormick asked if there were any circumstances where they would not be able to remove trees from the pickleball courts. Mr. Macke stated they could mitigate for the trees, but it would be an additional expense to the CDD. It should not be an issue but would be more expensive.

Mr. McCormick understood that trees in the right of way were the responsibility of the CDD as well as the growth of trees on sidewalks, but according to Mr. Haber, trees in the ROW, adjacent to homes were the homeowner's responsibility. Mr. Haber explained that the CC&Rs specifically state that homeowners were responsible for the sidewalk and landscaping in the ROW adjacent to their homes. Mr. McCormick voiced concern about replacing dead trees. Mr. Haber explained that the Board viewed the trees as landscaping. The CDD owned the trees but did not have the obligation for them and the resolution provided for that flexibility. Ms. Webb recalled earlier in the meeting, the Board stating that they would replace the trees. Mr. Haber advised there was case law that units of government were not bound by the covenants and the replacement of trees was a decision that the Board had to make as opposed to a homeowner who was bound by the covenants. Mr. McCormick pointed out that the CDD stepped up to take ownership of the trees, whether or not they were obligated. Mr. Haber recalled there was a period of time when the CDD was not doing that, which was why the resolution was adopted. Because the CDD owned the right of way and the trees, the obligation rested with the homeowner. If the homeowner was not going to do it, the HOA needed to enforce the covenants. Lastly, Mr.

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McCormick requested that the Board allow comments on a particular matter, rather than holding comments until the end of the meeting. Mr. Leary felt that the Board was flexible. Mr. Haber stated there were two opportunities for public comment, one at the beginning for items on the agenda and, one at the end, but throughout the meeting, when residents raised their hand, the Board permitted comments.

**ELEVENTH ORDER OF BUSINESS****Approval of Consent Agenda**

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

Mr. Laughlin presented the minutes of the October 19, 2023 meeting, Balance Sheet and Statement of Revenues and Expenditures for the Period Ending as of October 31, 2023 and Check Register for November 16, 2023 for the General Fund in the amount of \$96,708.26.

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

**TWELFTH ORDER OF BUSINESS****Next Scheduled Meeting – December 21, 2023 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room**

Mr. Laughlin stated the next meeting was scheduled for December 21, 2023 at 6:00 p.m. at this location. Ms. Webb asked if they could change the date. Mr. Laughlin suggested moving it to December 14<sup>th</sup> and cancel it if it was not necessary. Mr. Leary was in favor of moving it up one week so they did not lose a month.

On MOTION by Ms. Webb seconded by Mr. Leary with all in favor the moving the December meeting from December 21, 2023 to December 14, 2023 was approved.

**THIRTEENTH ORDER OF BUSINESS****Adjournment**

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



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Sampson Creek CDD

DocuSigned by:

*Daniel Laughlin*

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Secretary/Assistant Secretary

DocuSigned by:

*Mike Yuro*

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Chairman/Vice Chairman