

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 18, 2024 at 6:00 p.m. at the St. Johns Golf & Country Club, Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Mike Yuro	Chairman
Graham Leary	Supervisor
Mike Davis	Supervisor

Also present were:

Daniel Laughlin	District Manager
Wes Haber	District Counsel
Tyler Smith	District Engineer
Eric Lanehart	Matthews DCCM
Daniel Bauman <i>(via phone)</i>	BrightView
Rodney Hicks <i>(via phone)</i>	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 January 18, 2024 Board of Supervisors of the Sampson Creek Community Development District meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment *(regarding agenda items listed below)*

Resident Mike McCormick of 604 Remington Court reviewed the proposals from BrightView Landscape Services (BrightView) and Treeco for the removal of dead trees in

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common areas and asked if there was any reason that the trees were dying. Mr. Bauman explained that a resident complained about tree limbs from the trees leaning towards their yard. An arborist looked at the trees and reported that the trees were still alive. Mr. McCormick asked if the trees between the tennis courts were being removed because they were overgrown. Mr. Macke confirmed that the trees between courts two and three were declining and there was agreement that they needed to be removed, but the three trees in the common areas, were declining and they did not know why. Mr. McCormick requested that BrightView evaluate the trees, as there was an ongoing practice to replace trees. Mr. Yuro appreciated Mr. McCormick's comments and shared his concerns and the proposals would be discussed later in the meeting.

THIRD ORDER OF BUSINESS

BrightView Landscape Update

A. Quality Site Assessment

Mr. Daniel Bauman of BrightView reported the following:

1. The Winter flowers were doing well. They were not concerned about the upcoming frost, as the flowers were strong.
2. An irrigation mainline was repaired.
3. They were planning to cut back ornamental grasses during the Winter season.
4. Buds on the Hydrangeas would be pruned before Spring time.
5. The African Iris would be blooming soon and it would be cut back, in order to push out new growth.
6. The Flax Lily could be cut back any time of the year.
7. Depending on the Winter temperatures, the Arboicola had the potential to get damaged and recommended leaving the damaged plant material on the plants until there was warmer weather.
8. The Cordylines at the entrance to the pool area, were acceptable to freezing temperatures. If they get damaged by the cold, they recommended leaving the damaged plant material on the plants until warmer weather was for certain.

Mr. Leary recalled discussions at the last couple of meetings about mulch and questioned whether pine straw mulch was ideal, as it was being blown away and was not effective in some areas. Mr. Bauman and Mr. Macke researched the costs and on a per square foot basis, the cost for pine nuggets was slightly higher than pine straw; \$1,000 to change to pine nuggets. Mr. Macke wanted to switch to pine nuggets, due to it being long lasting, heavier and aesthetically

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better looking than pine straw as Cypress mulch dilapidated quickly and had to continually be refreshed. Mr. Bauman agreed and recommended a deep edging around edges where the concrete meets and digging a small trench, in order for the mulch to tuck into the corner and not spill over, prior to installation. Mr. Yuro questioned the areas where there was pine straw, as the front and back entrances were being mulched. Mr. Laughlin pointed out that there was a map in BrightView's agreement, showing the areas that received mulch. Mr. Bauman explained that the vendor they used was a new one and they could not read the map well. By the time they were stopped, they had already mulched the back entrance and started on the front entrance. Since the back entrance was completely mulched, Mr. Bauman decided to leave it mulched, but removed the mulch at the front entrance. Mr. Yuro questioned whether there should be mulch in the common areas. Mr. Leary recalled discussion about eliminating pine straw altogether and using pine nuggets in every location that had pine straw. Mr. Macke pointed out that they could refresh with a minimum amount of pine nuggets at some point, especially around the amenities, incorporating the two amenity buildings and the tennis area. Mr. Yuro was open to seeing a proposal, if the difference between using pine straw twice per year and pine nuggets once per year, was only a couple of thousand dollars more. Mr. Macke would provide some preliminary numbers to see if it was feasible to move in that direction.

B. Proposals for Sod Repair Along Leo Maguire

Mr. Laughlin presented a proposal with BrightView for sod repair along Leo Maguire Parkway in the amount of \$9,481.80. Mr. Yuro felt that BrightView should replace the sod at no cost, since they were responsible for maintaining the turf for well over a year and the turf died. Mr. Hicks explained that the majority of the sod was dead prior to BrightView taking over, due to the lack of irrigation, which they repaired and would be responsible for any sod that was damaged after taking over. Mr. Masters pointed out that Vesta obtained a price from another vendor and the cost was similar to BrightView's proposal. Mr. Yuro questioned why the Board was just hearing that the sod was dead. Mr. Hicks explained that they were just now seeing the damage, since the weeds were controlled and the grass was dormant and were currently experiencing mainline issues on a weekly basis, as they were continuously having leaking valves and lateral lines, which was typical of the age and size of this system. If they replaced the sod, Mr. Leary questioned whether they had effective irrigation to water it in the Spring. Mr. Hicks

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stated it depends on any repairs that were needed in between, as a pressure regulator needed to be replaced.

Mr. Yuro voiced concern with irrigation repairs BrightView made, as the District spent \$40,000 on irrigation repairs since June of last year and the District not receiving an irrigation repair bill until April or May, as BrightView took over the landscaping in October and monthly irrigation audits were part of their scope. Mr. Hicks did not think it was fair, when a proposal was provided to the Facilities Manager, which Mr. Yuro reviewed and then scheduled a meeting for staff to look at the irrigation. Mr. Yuro voiced concern that everything was dead within a month or two of BrightView taking over the account and this was the first time that the District was receiving a proposal for sod. Mr. Hicks recalled providing a proposal in the first 60 days for irrigation repairs in the amount of \$24,000 for the repair of valves and all repairs were made as soon as BrightView took over the landscaping. They did provide proposals to the Board for sod, but they were not approved by the Board. Mr. Laughlin recalled that the Board approved a proposal with BrightView in the amount of \$23,540 for an initial cleanout throughout the community, with authorization for Mr. Yuro to work with staff throughout the cleanout process. Mr. Hicks clarified that the proposal was to clean up all of the neglected landscaping and could not understand how Mr. Yuro could say that BrightView failed to keep the sod alive, when there were obvious problems when they arrived. Mr. Yuro was not disputing that there were issues, but the District spending \$40,000 on irrigation repairs one year later. Mr. Hicks explained that they performed the cleanup, performed an irrigation inspection and submitted a \$40,000 proposal for the irrigation in November of 2022, which was within 60 days of them taking over the contract. Mr. Laughlin confirmed that the date of the proposal was December 15, 2022. Mr. Yuro questioned the opinion of the other Board Members. Mr. Davis was in favor of repairing the sod. Mr. Leary agreed that there was an issue, as there was erosion from mud flowing across the street and other areas in the community where the sod needed to be repaired and requested that staff obtain quotes and ensure that the irrigation was working before any repairs were made. Mr. Davis asked if the irrigation issues on Leo Maguire Parkway were resolved. Mr. Hicks stated they just performed an inspection, showing that the irrigation was working. *This item was tabled and Mr. Hicks left the meeting.*

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C. Proposals for Landscaping around Tennis Courts

Mr. Laughlin presented a proposal from BrightView for the removal of hedges from around the perimeter of the tennis courts and adding stones to assist with drainage in the amount of \$23,130.23 as well as a rendering. Mr. Yuro questioned the issue with the drainage. Mr. Macke stated at times, water was forced upon the courts, because of leaves from the hedges blocking the drainage. Removing the hedges and regrading the area with rocks, would allow for better maintenance. Mr. Yuro asked if they needed the rocks. Mr. Macke pointed out that BrightView installed rocks at a tennis court in Daytona and it worked out well but was concerned that rocks would get onto the court and cause damage. Mr. Yuro asked if they could regrade it, include mulch and allow the water to run onto the mulch. Mr. Macke voiced concern that the mulch might end up on the tennis court versus rocks, which had more of a solid base. Mr. Davis asked about the fence at the bottom that curves up on the tennis courts, causing gravel or mulch onto the tennis courts. Mr. Macke stated after the regrading and installation of rocks, the plan was to pull the fence down, to keep tennis balls from going under the fence and rocks from coming in. They were thinking about installing a wood border on the ends of the courts and attach the fence to it, but there needed to be further research. Mr. Yuro voiced concern that the boards would block the drainage. Mr. Macke indicated there would be a small gap for that purpose. Mr. Yuro asked if they would receive complaints if all of the shrubbery was removed, as the shrubs provided some wind protection. Mr. Macke did not think that would be an issue, as they were only removing the hedge next to the fence and the older hedges would remain. Mr. Davis questioned whether there was an urgency to do the work. Mr. Macke confirmed that there was no urgency. However, since the tennis courts were recently resurfaced and cracks were reappearing, it was a good idea to consider opening it up at the center between courts two and three and adding pavers, in order for the tennis players to have more access to each of the other courts. *There was Board consensus for Mr. Macke to obtain proposals and provide a plan.*

D. Proposal for Tree Removal

Mr. Laughlin reported that the owner of 1140 Stonehedge Trail Lane provided a letter from an arborist that they hired to look at a Sweet Gum tree and seven Pine trees, who recommended that the trees be replaced. As a result, BrightView provided a proposal in the amount of \$4,522.50; although their arborist did not agree that the tree needed to be replaced. Mr. Yuro questioned the District's obligation to replace the trees, as his concern was setting a

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precedent, if the resident wanted to remove seven healthy Pine trees to open more space. Mr. Haber advised that the District had discretion if a tree was still alive, but a threat that the tree to falling on someone's house. However, if the CDD disagreed and chose not to do anything and a tree ultimately falls onto a house, the CDD would likely be responsible, because it was brought to the CDD's attention, but if the CDD disagreed with the arborist, the CDD had every right to deny the request. Mr. Bauman pointed out that BrightView's arborist did not show concern for the trees, as they were heavily rooted in, but there was a slight lean to them. Mr. Davis suggested hiring an independent arborist to look at the trees, since it was a potentially serious issue and if they agreed that the trees needed to be removed, the Board could take action. Mr. Laughlin recommended obtaining an official letter from BrightView's arborist. Mr. Davis recommended that the Board look at the trees and take photographs, in order to do their due diligence. Ms. Jennifer Decriscio, the owner of the property, apologized for causing any issues, but her concern was that the Pine trees were on an incline, there was no soil holding in the trees and they were leaning towards her property as well as a Sweet Gum trees on the west side of the property, that was leaning over her house.

Mr. Yuro was conflicted because BrightView did not agree with the arborist, but if the trees fall down, the CDD was notified and could pay more than \$4,500. Mr. Haber recommended that the CDD obtain a second opinion and if they agreed with the resident's arborist, authorize the removal of the trees, but if there was no consensus from the Board, it was on record that the Board wanted to take it under advisement. Mr. Leary approved of the removal of the trees. Mr. Yuro was leaning in that direction, but questioned why there were two proposals. Mr. Macke explained that Treeco did good job when they cleared the streets and sidewalks, was comfortable with them and felt that their proposal was reasonable. Mr. Yuro believed that all that they were allowed to do in a preserve, was to cut the tree and let it fall in the preserve, but BrightView proposed cutting it up and moving it. Mr. Smith had experience with preserves and working with the St. Johns Water Management District (SJWMD). If a resident had an issue with a tree, staff would come out to the property and take pictures, which would be forwarded to the SJWMD for approval. Mr. Yuro understood if a tree was in a conservation easement, there must be permission from the Water Management District. Mr. Haber explained if the trees were located in a conservation easement owned by the CDD, the Water Management District would determine whether or not the CDD could remove the trees. Mr. Yuro requested that the District Engineer

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look at the trees to determine whether or not they were in the conservation easement and if they were, reach out to the Water Management District for permission to remove the trees and have BrightView revise their proposal. Mr. Laughlin suggested that the Board authorize a Board Member to work with staff.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor authorization for the Chair to approve the tree removal and work with staff, contact the Water Management District to obtain permission to remove the trees and request that BrightView revise their proposal to cut the trees down and allow them to fall in the preserve was approved.

Mr. Davis noted that a fallen tree was in the preserve, in the same place as the Oak trees and leaning towards a sidewalk. Mr. Smith would look at it.

FOURTH ORDER OF BUSINESS

Discussion of Amenity Room Rental Policy

Ms. Ashley reported that many regular room users wanted to know if non-profits, such as the Boy Scouts or community groups could use the Amenity Center room for free. Mr. Laughlin pointed out that users could gather at the Amenity Center at no charge, but they did not have a reservation. Mr. Yuro asked if the current policy was to reserve the room for a specific time. Ms. Ashley confirmed that the room could be reserved for three hours for \$50. Mr. Laughlin pointed out that residents may live in the community, but friends were coming from outside of the community as opposed to a group of residents using the room. Mr. Yuro noted that the CDD was not benefitting financially from these parties. Mr. Haber indicated that it common for CDDs to have these fees to recoup costs for wear and tear. Mr. Yuro asked if everyone who reserved the room paid the fee. Ms. Ashley confirmed that one person obtained approval from the Board during the Summer to use the room at no charge. Mr. Laughlin recalled that the Boy Scouts were using it for free. Resident Margaret Renault of 1861 Forest Glen Way requested that a nonprofit group of residents use the room on a periodic basis for no fee. Resident Lisa Murman of 935 Eagle Point Drive pointed out that the problem was that groups had regularly scheduled meetings and were being charged \$50, which she disagreed with, as residents were using the Fitness Center, tennis court and soccer field at no charge. Mr. Yuro asked if the group was comprised of

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residents. Ms. Murman confirmed that 90% were residents. Mr. Laughlin stated according to the guest policy, residents could bring guests that were non-residents. Mr. Yuro questioned the number of groups requesting the room on a regular basis. Ms. Ashley estimated four to five groups. Mr. Davis questioned what other communities did. Mr. Fagen confirmed that the policy was consistent with all of the Districts that they manage; however, there were exceptions. Mr. Leary recalled that there was a fee for non-resident use of facilities, which was \$3,200 per year for use of the pool, Gym and tennis courts. Mr. Yuro agreed with a nonprofit group of residents reserving the room on a periodic basis for no fee, as long as the group was comprised of 90% residents, they paid a deposit and the policy was clear and consistent. Mr. Masters suggested setting a number of times that a non-profit could reserve the room, so it would be fair to everyone and the facility was not used continuously by the same group. Ms. Murman pointed out that they met every other month and Ms. Renault confirmed that her group meets every six weeks. Mr. Leary requested that Vesta provide some options for review at the next meeting.

<p>On MOTION by Mr. Leary seconded by Mr. Davis with all in favor approving the request from Ms. Margaret Renault and Ms. Lisa Murman for a room reservation at no charge and future requests not being approved until there was a formal policy was approved.</p>
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Ms. Ashley reviewed the current policies and procedures and filled in language that was missing and important to residents, such as the number of people that could use the room and questioned whether the Board must go through a process to make any changes to the policies and procedures. Mr. Laughlin would provide the policies and procedures to the Board at the next meeting for review by the Board, with the edits recommended by staff.

- **Consideration of Proposals - Athletic Field Maintenance** (*Item 7A*)

Mr. Macke stated that he requested a proposal from Mr. Pasquith, in order to provide some savings, at the request of the Board to reduce the amount for yearly maintenance and Mr. Pasquith provided several options. Mr. Macke referred Option 2. Mr. Pasquith pointed out that Option 1 was the current option, which had been in place since 2016, with the inclusion of the irrigation and Option 2 was based on the Agro Pro scope of work. The irrigation was working appropriately and they were happy to offer the solutions that the Board would like to see, but if

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the Board wanted to go out for Request for Proposals (RFP), they would be happy to provide one. Mr. Yuro asked if there were items in Option 2, aside from the number of applications that were not included. Mr. Pasquith explained that Option 2 included items that they were doing now that would not be inclusive such as the fungicide application, wetting agents, topsoil and seed applications. Overseeding would not be included and there would be less applications, with six fertility applications and four growth regulator applications. In their opinion, Option 1 was a better program for the field. Before the irrigation problems were resolved, they had three quarters of the north field looking good, but when the issues were resolved, all areas were properly hydrated. Mr. Yuro asked if they opted for the lower price with fewer applications, whether the quality of the field would decline. Mr. Pasquith confirmed that it would not be maintained to the same standard. Mr. Macke disagreed, because it did not take as much maintenance to keep it where it was, as the irrigation was working and everything was fine. Therefore, they could back down on the expense and still get the same results and suggested that the Board set a timeframe to see if it would work. A lengthy debate ensued between Mr. Pasquith and Mr. Macke. Mr. Leary appreciated the expertise of Mr. Pasquith and Mr. Macke, but recalled that this matter was discussed at every Board meeting over last year and what drove this was the horrible condition of the field, which was due to the failure of the irrigation, but since it was repaired, the field now looked great. However, he asked if there were any areas outside of the soccer field that were part of the original contract that needed to be addressed in a different proposal. Mr. Pasquith stated they needed a revised RFP, because in the 2022 proposal, there was a 2-acre area of Bermuda grass outside of that scope, had a different specification that BrightView maintained. The golf course redid a scope of work in 2022, but the Board never approved it.

Mr. Laughlin questioned whether the Board wanted to go out for RFP. Mr. Leary had further questions before answering whether they wanted to go out for RFP, such as why there were four hours of labor in Option 1 and three hours of labor per day in Option 2. Mr. Pasquith explained that it was an estimation on the time spent on the field based on the current rate that was paid to their employees, which was broken out in a variety of ways. Mr. Leary stated according to Option 2, there would be the overseeing of the Bermuda areas and questioned whether the cost of seed was the responsibility of the CDD and they would be invoiced the cost of the purchase. Mr. Pasquith confirmed that they were overseeding 70,000 square feet of soccer field, verses an acre. Mr. Davis pointed out if there was a cost savings for the high quality that

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they have now, they, Troon should stabilize it for a season or more, let the community enjoy it and having Mr. Macke work with Troon, using his knowledge. Mr. Laughlin pointed out that the budget season was in the next couple of months and it was a good time to discuss cost savings. Mr. Yuro was in favor of saving money, but voiced concern that there would be a change in the quality, if they reduced the scope. Mr. Leary recommended selecting Option 2 on a one-year trial basis, with the exclusion of the irrigation, which would be handled by BrightView and monitoring it. Mr. Macke agreed, as they could address any issues as they occurred. Mr. Davis preferred Option 1, as the soccer field looked great at its current state. Mr. Haber advised that if Mr. Davis recused himself, a vote could pass with a majority vote by the other two Board Members, but absent an agreement, nothing would change. Mr. Yuro favored it being all inclusive with the irrigation and establishing a scope. *This item was tabled.*

FIFTH ORDER OF BUSINESS**Discussion of Pickleball Courts****A. Proposal from Matthews Design Group**

Mr. Smith presented a proposal from Matthews Design Group (Matthews) in the amount of \$2,500, for a construction cost estimate of the pickleball courts, based on an updated sketch that Mr. Yuro provided, to maneuver around a well that was included in the prior exhibit. This was requested by the Board at the November meeting, to see if it was feasible, before spending any additional money. Mr. Davis asked if the cost estimate would include removing the trees and leveling the land to install the courts. Mr. Smith confirmed that it would include everything. Mr. Leary asked if the courts were together or if there was separation. Mr. Yuro stated that the initial drawing had three courts end to end and the revised one had two courts next to each other with one further apart with parking. There was a tree buffer and the CDD property line was on the cemetery side of the cart path. Mr. Smith pointed out that the well was in between the courts. Mr. Laughlin recalled that Mr. Pasquith requested a sound study, as many weddings and events were held in that area of the golf course and would check with him to ensure that he had no issues.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the proposal from Matthews Design Group for pickleball court due diligence work and cost estimate in the amount of \$2,500 was approved.
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SIXTH ORDER OF BUSINESS**Discussion of Bulk Head Repair (1929
Glenfield Crossing Ct.)**

Mr. Laughlin reported that this item was brought to staff's attention by the owner of 1929 Glenfield Crossing Court, who was present. Pictures were sent to the District Engineer and to District Counsel to determine if there were any maintenance responsibilities, which were included in the agenda package. Mr. Haber questioned whether the bulkhead was part of the master permitted system, as the CDD was the permittee and responsible for that system. However, some bulkheads were added after the fact that were not part of the permitted system, which the CDD would not be responsible for, but since it was part of the original master system, as the permittee t, the CDD would be responsible for the bulkheads. According to the declaration of covenants and restrictions, there was language to impose an obligation on the part of a lot owner to undertake that maintenance repair, but Mr. Haber did not think that the CDD had the right to enforce it and it would have to be enforced by the HOA. However, if there was an issue resulting in the Water Management District making a finding that the CDD failed to maintain the system, the CDD as the permittee, would be responsible for any fines. Mr. Yuro asked if there was proposal for the repairs. Mr. Laughlin stated there was no proposal because the request was recently received. Mr. Smith would schedule a site visit with a vendor. Mr. Davis questioned whether there was a process in place for the District Engineer to inspect all bulkheads to determine if any were failing. Mr. Yuro recalled that there was a requirement to have all stormwater facilities inspected every two years and met with the resident onsite to look at the bulkhead, but the failure would not have been identified because there was a tremendous amount of vegetation growing up the wall on the neighbor's side and requested that the District Engineer inspect the adjacent bulkhead. Mr. Laughlin asked if Lake Doctors said anything when they were performing treatments. Mr. Macke indicated that they were in the process of spraying the vegetation again, but were not removing it, which was keeping moisture on the bulkheads and causing this issue. *There was Board consensus for Mr. Smith to schedule a site visit with a vendor and provide a proposal and have Lake Doctors clear the vegetation.*

SEVENTH ORDER OF BUSINESS**Consideration of Proposals****A. Athletic Field Maintenance**

This item was discussed.

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B. Sidewalk Repair

Mr. Macke presented a proposal from 2 Men Concrete for sidewalk repairs in the amount of \$4,800, which included replacing sections of damaged sidewalk that was uprooted by a tree in four different places at 1005 Meadow View Lane in the amount of \$1,600, \$800 to repair section of curb at 2005 Glenfield Crossing Court that was damaged by a boat being driven by Lake Doctors and \$1,600 to replace four sections of sidewalk at 1185 Stonehedge Trail Lane, which was requested by a homeowner, as water was setting on the sidewalk with nowhere to go. Since the other side was repaired by the CDD, the CDD was responsible for repairing the other side. The last item was to replace sections of sidewalk on Leo Maguire Parkway, just past the entrance to St. John's Golf Drive, where the sidewalk sunk about four inches in the amount of \$800. Mr. Yuro questioned whether it was the CDD's responsibility to replace the sidewalk, since Leo Maguire was a county road. Mr. Haber confirmed that the neighborhood roads were owned by the CDD, but Leo Maguire was a county road. Mr. Yuro pointed out that the CDD only maintained the landscaping on Leo Maguire and if repairs needed to be made to the sidewalk, it was the county's responsibility, as the right-of-way was dedicated back to the county. Mr. Laughlin would make a request to the county repair the sidewalk and remove it from the proposal. Mr. Davis questioned the process to determine that a sidewalk needed to be repaired as he crushed his toe on one the other day. Mr. Macke recalled that the Board approved sidewalk repairs when he started in 2022, but as tree roots grew, they started having issues and they had to add 11 different sidewalk sections and felt that they needed to have second phase of sidewalk repairs. Mr. Laughlin confirmed that there had not been a process in place, since he had been manager; however, they could implement a yearly drive around. Mr. Davis asked if they were using the annual budget for this expenditure or remaining bonds. Mr. Laughlin recalled that bond funds were used the last time the sidewalks were repaired, as it was considered a roadway repair. Mr. Davis was in favor of regularly auditing the sidewalks and noted that there was a crumbled the cart path coming from Eagle Point. Mr. Macke pointed out that it was the responsibility of the golf course.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the proposal with 2 Men Concrete for sidewalk repairs in the amount of \$4,000 was approved.
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Mr. Leary felt that the CDD's journey to repair the sidewalks had a good outcome and thanked Mr. Macke and staff for keeping on top of them.

C. Painting of Aerobics Room

Mr. Macke presented proposals from Investment Painting in the amount of \$1,600, Ibis Painting in the amount of \$2,150 and CertaPro Painters in the amount of \$3,998.64 for painting of aerobics room. Windows and doors were replaced, but they were never painted and there was trim that did not match the current paint. All of the proposals were for the same work, but \$1,600 was lowest. Mr. Yuro asked if Mr. Macke had experience with Investment Painting. Mr. Macke stated that they did work for Vesta and did a great job.

On MOTION by Mr. Leary seconded by Mr. Yuro with all in favor the proposal with Investment Painting for painting of the fitness room in the amount of \$1,600 was approved.

D. Treeco Proposal

Mr. Macke presented a proposal from Treeco in the amount of \$1,050 for the removal of three dead trees in the common areas and one dead tree between tennis courts 2 and 3 and for trimming of trees at the tennis courts, due to the amount of leaves falling on Courts 3 and 4 and branches completely covering a light. Pictures were provided, at the request of the Board. Mr. Haber understood that some trees in the community would have to be mitigated, if they were removed. Mr. Macke stated the ones in the common areas, did not have to be replaced and the ones in front of a house, was the homeowners responsibility. Mr. Haber confirmed that the CDD was not subject to HOA rules and he was referring to a county requirement for tree mitigation. Mr. Macke indicated that three trees along the common areas were 8 to 10 inches and the only large one was between the tennis courts. Mr. Yuro asked if the ones in the common areas would be replaced. Mr. Macke stated that he was under the impression that they did not need to be replaced. Mr. Haber advised that the District was not under any obligation by the HOA to replace them, but did not know whether they were required to be mitigated. Mr. Smith pointed out that he was a Landscape Architect and if the trees were on a permitted landscape plan, that the developer followed when the community was built, the county would require the tree to be replaced, if it was in a roadway, but not if it was not in a common area. In an abundance of

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caution, Mr. Smith recommended that staff look at the original landscape plans that were permitted, to determine if a tree was required to be there. Mr. Yuro suspected that the trees were planted as part of the mitigation for the development, but even if they were not, there should not have gaps. Mr. Davis felt that trimming the trees around the tennis courts and replacing the three tree trees in the common areas, made sense; however, the dead tree between tennis courts 2 and 3, should be reconsidered, as it was a significant change and requested a quote to replace the trees. Mr. Yuro preferred to hold off on replacing the trees until they had a better idea of what they needed to replace it with, but agreed with trimming the trees. Mr. Macke would obtain a revised quote for the trees to be removed and Mr. Laughlin would work with the District Engineer.

On MOTION by Mr. Leary seconded by Mr. Yuro with all in favor the proposal with Treeco for the trimming of trees near the tennis courts in the amount of \$1,050 was approved.

E. Utility Cart Proposal

Mr. Masters presented proposals from Nextgen Carts in the amount of \$4,945 and Back 9 Golf Carts in the amount of \$6,700 for a utility vehicle. Vesta had a gas-powered cart that they would lease to the CDD for \$200 per month for three years and handle all maintenance and insurance. In return, the CDD would cover the gas. Nextgen Carts would provide a used cart with a battery and one-year mechanical warranty and Back 9 Golf Carts would provide a battery-operated cart with no warranty. If the Board purchased these carts, the CDD would be responsible for the maintenance. Mr. Yuro questioned where the cart would be stored. Mr. Masters stated that Mr. Pasquith offered to store it. Mr. Leary questioned the cost for maintenance. Mr. Masters estimated \$150 per month. Mr. Leary asked if the cart would be used for minor jobs. Mr. Masters stated that they would use it to clean drains and perform sidewalk inspections. Mr. Leary felt that there would be value in having a cart, as it would pay itself off and preferred leasing one from Vesta. Mr. Davis agreed, as there would be a benefit. Mr. Yuro agreed, since Vesta was maintaining it, as the replacement of batteries was \$1,200 to \$1,400.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor the proposal with Vesta for a cart lease in the amount of \$200 per month was approved.

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

Mr. Haber recalled that a status of the negotiations with Vesta and an indemnification provision in the agreement was provided to the Board at the prior meeting; however, the form of the agreement obligated Vesta to indemnify the District for any act by Vesta, resulting in a claim against the CDD. However, Vesta, not only at Samson Creek, but at numerous CDDs that they represented, wanted their indemnification obligation to only come into effect for willful or intentional acts on Vesta's part, which Mr. Haber was not comfortable with it as it was too narrow. He felt that their most recent request, for their indemnification obligation to come into effect for their negligent acts, was reasonable, as they would not have an obligation to indemnify, if they did something that was not negligent on their part and it was just in their ordinary course. Other Boards approved it and felt that it was a fair request. The other aspect of the request, was the indemnity obligation, whereby a Vesta subcontractor would provide the same level of insurance and indemnification that Vesta provided and name the CDD as an additional insurer under the Subcontractor Agreement, which Mr. Haber was also comfortable with. Therefore, Mr. Haber recommended that the Board amend the contract as stated. Mr. Yuro felt that it was reasonable, based on the negligence threshold. Mr. Davis asked if they were giving Vesta any indemnification authority that would not normally be transferred to a private party. Mr. Haber explained that the CDD was not indemnifying Vesta in any way and to the extent that Vesta received any benefit, due to the fact that the CDD was a government, if the CDD had a lawsuit filed against them, for a negligent act on Vesta's part, the CDD had sovereign immunity limits. Therefore, Vesta's indemnification would be lessened, because the potential claim against the CDD would be lessened.

On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor authorization of the changes to the Vesta indemnification requirements and authorization for Chair to execute the agreement was approved.

Mr. Haber reported that the four hours of ethics training obligation started on January 1, 2024 and must be completed by December 31, 2024. There were a number of free resources on the Florida Commission on Ethics website, which was in email that was forwarded to Mr.

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Laughlin's office. When Board Members were appointed or elected to the Board, they filled out Form 1, Financial Disclosure Statement. Board Members would self-certify that they completed the training, but only for 2025 and in future years, as the form for 2024, did not include the training. There was also a change in how to submit Form 1, as in prior years, it was mailed by the Supervisor of Elections, but now, the Florida Commission on Ethics, would be emailing the form, which Board Members would fill out and return back to them, electronically. Lastly, there were questions about Form 1, due to a requirement for City or County Commissioners to fill out Form 6, which had additional disclosure questions, instead of Form 1. As a result, governmental officials were resigning from their positions. CDD Board Members were only required to fill out Form 1 and not Form 6. The only change was submitting it electronically to the Florida Commission on Ethics as opposed to submitting a hard copy to the Supervisor of Elections. Mr. Fagen asked if Vesta needed to provide every proposal and agreement that the Board approved. Mr. Haber preferred to only receive the agreements, as the proposals that the Board approved at this meeting, were under \$2,000. However, for services that had more risk, even if it was a small amount, Mr. Haber would like to have an agreement in place with insurance and indemnity language.

B. Engineer – Pool Plan Progress Set

Due to a complaint by a resident regarding street flooding on Foxtail Court, due to construction, Mr. Smith evaluated the bulkhead on Pond 25A and discovered that there was no positive outfall at the designed normal water level and the outfall was submerged. As a result, they added a new control structure to bring down the water level, which was permitted through the SJWMD and there would now be two structures in Pond 25A. Mr. Yuro felt that made sense. Mr. Smith recalled that the plans for the pool were provided to the Board before Christmas and asked if there were any comments before they were submitted to the county. Mr. Eric Lanehart was present to answer any questions. Mr. Davis asked if there was a price estimate or a larger scope. Mr. Laughlin recalled that there was an estimate from the initial company that prepared the plans, in the amount of \$152,000 and would forward it to Mr. Smith. Mr. Davis liked the proposal, as it opened up the frontage that faced the pool and provided for better utilization of the total space around the pool and assumed it would be paid out of leftover bond funds. Mr. Yuro believed that there were sufficient funds and questioned whether Mr. Smith was asking if the

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plans were ready to be submitted for permitting. Mr. Smith asked if there anything that the Board wanted to see that they would need to add before submitting to the county. Mr. Yuro pointed out if the Board was fine with the plans, but after they bid it out, found that it was too expensive, they did not have to build it. According to the rendering, there were two rows of shrubs on either side of the new walkway and recalled that the purpose was to open it up so people could see the pool from wherever they were sitting and was not in favor of clearing out the shrubs and installing another wall of shrubs that would block the view of the pool. Mr. Smith stated they were proposing not to have a fence, which would entail a step down, but if it was designed right, with a seat wall of landscaping and another seat wall, there would not have to be a fence and there could be small landscaping. Mr. Smith questioned how many people currently used the upper deck. Mr. Davis did not believe that anyone used it, as most people sat around the ring that would become stairs. Mr. Smith confirmed that there would also a ramp going around the back, that would be handicapped accessible and there would be a gate. The ramp went all the way down, but it may only need to go down halfway. Mr. Laughlin noted that the ramp needed to be in place due to ADA requirements. Mr. Smith indicated that there would now be one central access with stairs to an upper level and preferred to keep it at the same elevation, as it would provide an elevation change of 3 feet. Mr. Laughlin pointed out that the plan was for Magnolias, but their leaves tend to be a mess. Mr. Smith confirmed that the plan was not to have Magnolias. If there were no issues, Mr. Smith would submit to the county by the end of January.

C. Manager

Mr. Laughlin reported that license plate reader (LPR) was being installed in the next week or two and insurance would pay \$26,300 for the old one. Mr. Davis asked if there was any response to the Board's request that Glen St. Johns Manager split the cost since it benefitted them. Mr. Laughlin reached out to them, but did not hear anything back.

D. General Manager

1. Report

2. Athletic Field Maintenance Reports

Mr. Macke presented the General Manager's Report and provided a District Asset Plan to each Board Member, on what they were looking at in the future and what they were currently involved with. Pavers in front of the Fitness Center building were pressure washed by Vesta at

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no charge and looked good. The tennis courts were repaired, cracks were filled and surfaces were repainted on December 18th. Sidewalk repairs around the property were completed and 11 sections were added to the original contract. Items that needed to be addressed, were repaired. Since November, there were three irrigation mainline breaks, one for \$1,011, the second one for \$406.97 and a third one for \$736.77. There may be additional ones. The scope of work on the soccer field was being worked on, but they were getting close to completing it. Two pool permits were received, inspected and passed by St. John's County. In the past, they never had the permits and they were never posted, which was a legal issue. It was now taken care of. The Christmas lighting was removed the week of January 8th through January 12th, under the M&G Lighting contract. Five fitness machine repairs were completed on January 5th by Fitness Machine Technicians in the amount of \$540.38. A broken tennis court light was repaired before the tennis courts were resurfaced, since it was under warranty. Extra parts were on hand. Regarding projects underway, they were still working on the basketball court rims. The second one would be finished tomorrow and two were remaining. The process was to remove the rims, paint and sand them, install stainless steel bolts because they rusted, level everything and clean the backboards. Tennis court screen tiedowns were in the process of being repaired, because during windy situations, many screens became loose. Three tennis court benches were going to be repainted in-house. Staff were filling low spots on the soccer field, weekly and surrounding areas with sand, to provide more attention.

Mr. Yuro questioned whether the golf course should be filling in the low spots. Mr. Macke stated according to the scope from 2016, the golf course was supposed to be doing it, but since they were not, staff decided to pay \$6.71 per bag to do it, because the soccer field needed attention. They were using a bag and a half per week, to keep it as level as they could with the amount of play. Mr. Leary recalled at an earlier meeting, pointing out that the contract had a detailed list of itemized responsibilities for the golf course on the soccer field., such as allocating \$2,500 per year for sod replacements, but when he asked the golf course to do it, they quoted \$6,000 to replace the sod. Mr. Yuro felt that Mr. Macke should have reached out to them first, as it was the golf course's responsibility and he did not want too many people working on the soccer field. Mr. Leary indicated that he ask Mr. Macke to assist with filling in the holes. Mr. Yuro appreciated what Mr. Macke was doing, but requested that the golf course be held accountable, so there was no opportunity for them to come back later and blame Mr. Macke if

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there were weeds. Mr. Davis preferred that Mr. Macke keep Troon engaged in doing what they were under contract to do, versus using his expertise. Mr. Macke indicated that he tried to coordinate with Troon but received resistance. Mr. Leary recalled meeting with the golf course management team on the field and going over everything that was in the contract in detail, but instead of repairing it, they submitted a \$6,000 proposal for sod. Mr. Macke acknowledged that he did not mind filling in the holes as it was just a bag and a half of sand. Mr. Davis preferred that the Board be informed when Troon was dropping the ball, so they could talk to Troon about fulfilling their obligations and if they failed to do so, they needed to understand why the Board decided to go out for RFP and force them to compete for it. Mr. Yuro agreed.

Mr. Macke also purchased a couple of bags of fertilizer, to fertilize behind both soccer goals each month, because they were never fertilized and struggled. Mr. Davis pointed out that it was part of the entire two acres that the golf course was responsible for. Mr. Macke stated that he spoke to Troon about it and they refused. Mr. Yuro appreciated Mr. Macke doing this, but preferred to speak to BrightView about it to hold them accountable. Mr. Macke mapped out three areas for Bermuda sod replacement along the sidewalk on St. Johns Golf Drive, in order to provide a future proposal to the Board. The areas were spray painted in white to designate the beds and sod areas. Proposals would be provided at the next meeting for the Christmas light upgrades. The District owned the lights, but M&G Lighting (M&G) would store and install them, so if anything happened, the District would be responsible. Mr. Laughlin indicated that Durban Crossing added in their agreement with M&G, that they had to fix anything within 24 hours. Mr. Yuro voiced concern because they had many issues this year with Christmas lights being out more than they were on and if the agreement did not hold M&G responsible for making repairs, they needed to change vendors. Mr. Macke stated that they replaced all GFCIs and installed bubble covers to protect them from the elements. Therefore, the electric was good, but the lights were old and had to be repaired multiple times. Mr. Macke recommended looking into another company, as did not get any satisfaction from M&G on how they approached it. Mr. Laughlin recommended including in next year's agreement that the vendor had to fix anything within 24 hours.

Mr. Macke reported that 29 parking lot bumpers were needed and a proposal would be provided at next meeting. Mr. Laughlin recalled that this was in response to a resident request trucks backing up along a walkway and blocking it. Mr. Macke obtained some options such as

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using the existing concrete or using a hard plastic in a different color. Mr. Haber asked if this was the Golf Club's parking lot. Mr. Laughlin pointed out there was still one walkway along a CDD sidewalk. Mr. Yuro understood that the golf course owned the entire parking lot. Mr. Macke proposed the 29 parking lot bumpers to Mr. Pasquith, but he said that Troon was not going to do anything. Mr. Haber indicated that according to the agreement, the golf course was responsible for maintenance and the cost was shared, but if the Board did not think that they were doing a satisfactory job of maintenance, the Board could state about why it was needed and if the golf course was not adequately fulfilling their obligations, the CDD would install them and expect them to pay their share, but would not recommend that the CDD do it without their consent as the golf course owned the parking lot. Mr. Macke spoke to Mr. Pasquith about drilling a hole in the concrete, as it was just pavement and dirt under the pavement, but he had a concern about it. Mr. Yuro indicated that there was more than just dirt underneath, as there was a road base, which could deteriorate if water gets into the road base. Mr. Macke confirmed that it would be 6 to 8 inches in the ground. Mr. Haber recommended that the Board have a detailed discussion with the golf course on how this would work under the Easement Agreement and splitting the cost with them, as they were not fulfilling their obligation to maintain the parking lot, if the Board believed that it was absolutely necessary, as it was reasonable maintenance for the parking lot. However, if the golf course refused and the Board wanted to proceed, Mr. Haber recommended obtaining their consent to the CDD hiring a contractor and having the 29 parking bumpers installed. Mr. Yuro was in favor of speaking to the golf course to get consent, as part of the ADA regulations, there was a requirement for there to be an accessible path to sport court facilities, but with trucks backing up and taking up more than half of the sidewalk, there was no accessible path. In order to be in compliance, the sidewalk must remain clear, which would necessitate the parking stops. Mr. Laughlin would contact Mr. Pasquith.

Mr. Macke reported that broken sidewalks on the golf cart path would be repaired by Clayton Buss Enterprises, a pool delivery company for Pool Sure, as they damaged the cart path with their truck. This was the second time. The first time that they damaged the cart path, they were informed that the next time they had a delivery, they not drive onto the pad, but they ignored drove on it again, breaking a substantial amount of cart path, resulting in approximately \$7,000 worth of repairs. Mr. Macke met with Clayton Buss Enterprises and provided pictures. They admitted to causing the damage, but requested a couple weeks to rectify it, as it was over

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the holidays, but they have not done anything yet. Mr. Yuro had not seen the cart path, but recalled that tires running along the edge of it, damaged the cart path, but it did appear that tree roots caused the initial damage. Mr. Macke confirmed that tree roots did not cause this. Mr. Laughlin reported that the cart path was bad before the golf course took it over and Mr. Sevestre wanted it like a road, which would cost \$100,000, but the golf course wanted to make the minimum repairs. Mr. Leary recommended when it was repaired that they repair the aggregate, as it was originally repaired for \$10,000 and was falling apart. Mr. Haber advised that unlike the parking lot, the District owned the cart path, but the golf course had an easement over it, which obligated them to maintain it. If Clayton Buss Enterprises continued to not make the repairs, Mr. Haber would write a demand letter.

Mr. Macke reported that staff was blowing the tennis courts and surrounding areas Monday through Friday, picking up trash along Leo Maguire Parkway, amenity property and property entrance off CR210 daily and doing daily chemical checks of the pools, inspecting electrical issues and performing a safety inspection of playgrounds. Updating of the marquee, was typically performed on Saturday and the Fitness Center and meeting room were inspected daily. They had many items planned for the future. Mr. Yuro looked at the tennis courts before the meeting and noted some soft spots, which they were reaching out to the contractor on. If they have not paid his final invoice, Mr. Yuro requested that it be held, but if it was paid, he questioned whether there any guarantees in the contract, because there were cracks and it had only been open for two weeks. Mr. Haber pointed out that there was a one-year warranty, which excluded certain items that were outside of the contractor's control, such as weed growth and settling and despite whether the contract was paid or not, they were obligated to fix it. Mr. Yuro recalled that fiberglass was supposed to be applied over the cracks. Mr. Laughlin confirmed that applying crack filler was in the contract as well as applying fiberglass membrane strips over visible cracks. Mr. Yuro voiced concern about cracks that he was seeing, which did not have any fiberglass membrane strips. Mr. Macke was informed by the contractor, that due to the cold weather and movement of the rubber, cracks would show, but when it was warm, they would close back up.

Mr. Yuro requested when Mr. Macke spoke to the contractor about the soft spots that there be a final walk through to discuss the cracks. Mr. Davis pointed out that the contractor used the sewer drain in between the two courts to clean brushes and there was colored paint running

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down the sidewalk in between the tennis courts and playground. Even the drinking fountain by the swing set had some color on it and questioned the proper way to ensure that a quality job was done on and off of the court. Mr. Macke recommended bringing the contractor before the Board and asking them to explain it. Mr. Yuro voiced concern that the contractor took longer than expected to perform the work, which was not due to weather related issues, as there were some nice days before Christmas, when the contractor was not onsite at all. Then when they were onsite, it was a rush to complete the job by the promised date, which may have led to corners being cut at the end. Mr. Macke confirmed that the project was delayed by a month than what was originally in the contract. Mr. Yuro wanted to ensure that they were getting what they paid for.

E. Amenity Manager – Report

Ms. Ashley presented the Amenity Manager's Report. The December event never occurred, which was incredibly frustrating, as in the 18 years since she had been planning events, she never had to cancel and reschedule an event three times, due to the weather. However, the vendors were incredibly kind, by allowing them to roll it into the next event and not charge an additional fee. The Winter Wonderland was scheduled for February 24th and a Spring Vendor Fair, including an Egg Hunt, was scheduled for residents for March 10th. There would also be a 5K run. The Blood Mobile would be onsite on Monday, February 19th. They were currently scheduled on a bimonthly basis. Due to poor attendance, the food trucks were taking a break for the next few months. The next one was scheduled for March, when the weather was nicer and there was more daylight. There would be games or music to draw people out. Mr. Davis questioned who she was working with. Ms. Ashley was working with a resident of another neighborhood who dealt with all of the food trucks. They did a survey to see what residents were looking for as well as going around to other communities and getting an idea of what they had for events and what they paid for them. As a result, they planned to have some new events in the next couple of months. On the administrative side, they went through all of the resident folders and updated the access cards to reflect the most accurate information. A few residents stopped by the office to update their records.

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NINTH ORDER OF BUSINESS**Supervisors' Requests**

Mr. Yuro indicated his growing frustration with all the irrigation repairs and the costs and requested that the other Board Members look at the invoices; however, he did not disagree that repairs needed to be made. He voiced concern that they were paying \$1,200 and \$1,400 for 20 hours of irrigation repairs, as he could fix irrigation in his yard for less than an hour and a half. In addition, when he challenged BrightView on the time it takes to do a repair, they informed him that some repairs were in tough to reach areas, such as in a median, where an Oak tree was tangled around roots. However, more recently, he challenged a repair that was on a mainline on Leo Maguire Parkway, between the sidewalk and the road, as there was not a tree within 40 feet and took 8 to 12 hours to repair, in addition to them charging four-hour trip charges to come out and turn the water on and off. It did not take them four hours to do the repair, because when he went to work, it was 8:30 a.m. and when he returned at 11:30 a.m., they were not there and the work was completed. It cost \$1,400, which the District could not afford, as in the last six to seven months, the District spent \$40,000 in irrigation repairs and recommended either going out for RFP or finding someone who could do these irrigation repairs. Mr. Leary agreed, as the repairs needed to be fair and reasonable. Mr. Laughlin indicated that some Districts had an all-inclusive contract, which had a large effect on the monthly bill.

Mr. Macke recalled that BrightView removed the pressure valve because it was clogged and there was too much pressure on the system. Mr. Yuro pointed out that BrightView charged \$6,000 to install a new valve to bypass the system, but did not remove it and the increased pressure was causing all of these breaks. Mr. Macke pointed out that BrightView wanted to add was an adjustable pressure valve, as the \$2,000 valve that they had, was under the concrete and was not something that an individual homeowner could repair, as they would have no water, if it was not repaired correctly and recommended getting an adjustable pressure valve, so BrightView could turn the pressure down. It would not stop the cracking, because it was a 23-year-old irrigation system, which at some point, would need to be replaced as it was going to get worse. Mr. Yuro felt that BrightView created new issues by bypassing the pressure valve. Mr. Macke pointed out that it cost \$7,000 for a pressure valve that he could purchase on Ebay for \$1,800, but when he approached BrightView about it, he did not receive a response. Mr. Yuro felt that BrightView was taking advantage of them. Mr. Davis suggested asking BrightView to itemize the last 12 months of irrigation repair work. Mr. Laughlin recommended contacting other

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landscape companies, to see if they would install a pressure valve at a lesser cost. Mr. Macke suggested contacting the golf course and pulling mulching out of any RFP, as the landscaping company would use a subcontractor and there were plenty of great companies that mulch. *There was Board consensus for staff to obtain proposals from other landscape companies for a pressure valve and obtain an itemized breakdown from BrightView of all irrigation repair work.*

Mr. Leary requested moving the next meeting to February 22nd. Mr. Yuro and Mr. Davis were available on February 22nd, but Mr. Laughlin and Mr. Haber had conflicts and would have someone fill it for them. Mr. Leary encouraged his fellow Board Members, including those not present, to read the maintenance expense breakdown that the golf course provided. He was in favor of their suppliers making a fair and reasonable profit, so that they provide good service and for golf course to maintain the soccer field, but w they were charging \$19 per hour for four hours a day or 30 minutes per week, which equated to \$27,000. In addition, the diesel cost, at the current retail price, worked out to be about 420 gallons per year and if the field was mowed once per week for 365 per days, it would take eight gallons per mow, which was a great deal of diesel and why he preferred moving to Option 2, as the District was being substantially overcharged and have been for a long time. Mr. Davis preferred going out for RFP and forcing them to compete for the business. Mr. Leary felt that whether they go with Option 2 or Option 1, they would get the same result. Mr. Davis requested that the Board drive around and look at the stop signs, as the stop sign heading north on Forest Glen Way in Eagle Point, had brown paint across the red part of the sign and the stop sign on the access road, behind the 17th green, was leaning.

Mr. Davis recalled that there had been five bond issuances over the course of 2000, a significant one through 2031, one in 2002 that was a small bond of \$15,000, two that were refinanced in 2006 and 2016, which stretched the time out to 2034 and in 2020, the most recent amount was added, which was 2.5 million and was stretched out to 2040 to pay everything off. Thee 2020 bond had actually one issuance, but was made up of two bonds, one that matured in 2035 and another that matured in 2040. The 2040 one was interest only until 2036 and extended the amount of time that they had to make payments. Each time the bonds were issued, it was because they did not have enough money in reserves to do improvements such as the roads, but since then, they increased reserves. Mr. Laughlin pointed out that it was rare that a District had \$1 million to \$2 million in their capital reserve, but it could be built over time. Mr. Davis recalled that the bonds had an initial validation of \$30 million, in order to build the community,

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but they did not need all of it and the District was able to use the remaining \$2.5 million in 2020. If they needed to do another bond, they must go in front of a judge to get a validation. There was a bond document, where the prior Board committed to spending the money within three years and wanted to ensure that the community was set up with the reserves. Mr. Haber would have to review the language, but generally there was an expectation that the money would be used and was not an obligation for the District to spend it within that timeframe. When they proceeded with projects, such as the pool and pickleball projects, Mr. Davis recommended being open with residents. Mr. Laughlin confirmed that the amount outstanding was approximately \$7.5 million.

TENTH ORDER OF BUSINESS**Public Comments**

Resident Corrine Darling of 1929 Glenfield Crossing Court reported two raccoons on the sidewalk and questioned who to call. Mr. Macke was trying to get the county to handle it, but there was resistance. Mr. Laughlin stated in the worst case, they could have a trapper come out, which was not expensive and requested that residents to call or email him or Mr. Macke.

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

- A. Approval of Minutes of the November 16, 2023 Meeting**
- B. Balance Sheet as of November 30, 2023 and Statement of Revenues & Expenditures for the Period Ending November 30, 2023**
- C. Check Register**

Mr. Laughlin presented the minutes of the November 30, 2023 meeting, Balance Sheet and Statement of Revenues and Expenditures for the Period Ending as of November 30, 2023 and Check Register for January 18, 2024 in the amount of \$132,194.66 for the General Fund and \$27,820 for the Capital Reserve Fund. A dashboard was also provided, which was prepared by Mr. Leary and the accountant. For Security, 21% of the budget for this year was used and for Repairs and maintenance, 3% of the budget was used. On the second page, there was three years of what the Capital Reserve Study showed for the next three years. According to the Assessment Receipt Schedule, the District was 100% collected. Mr. Yuro felt that the spreadsheet was helpful.

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

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TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – February 15, 2024 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room

Mr. Laughlin stated the next meeting was scheduled for February 15, 2024 at 6:00 p.m. at this location but would look into re-scheduling it for February 22nd and send an email to the Board.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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

DocuSigned by:
Daniel Laughlin
9A989FE97A6A46D...
Secretary/Assistant Secretary

DocuSigned by:
Mike Yuro
E55AE2DB2E4542E...
Chairman/Vice Chairman