

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, October 17, 2024 at 6:00 p.m. at the St. Johns Golf & Country Club, Meeting Room, 219 St. Johns Golf Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Mike Yuro	Chairman
Graham Leary	Vice Chairman
Mike Davis	Supervisor
Lori Weitzel	Supervisor

Also present were:

Daniel Laughlin	District Manager
Wes Haber <i>by phone</i>	District Counsel
John Westcott	District Engineer
Haley Hadd	Vesta Property Services
Jim Masters	Vesta Property Services
Clayton Buss	C-BUSS
M&G Holiday Lighting	
Residents	

*The following is a summary of the actions taken at the October 17, 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 recalled that BrightView recommended Ginger plants for Leo Maguire Parkway; however, they were not tolerant to cold weather and suggested a sturdier, low maintenance plant. For the future amenity capital

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improvements, he hoped that the Board discussed the entire review and decision-making process, timeline and obtained community feedback. The minutes from the prior meeting, discussed some golf course enhancements, including the structure at the back of the range and questioned what it involved, whether it included lights and after-hours activity, which could be disruptive to residents of Brookhaven and Highland View. Mr. Tom Thompson of Eagle Point Drive felt that it would be useful to mark the items on the exhibit for the future amenity capital improvements, that would require ongoing maintenance.

**THIRD ORDER OF BUSINESS****Amenities Booking Requests**

Mr. Laughlin was not aware of any amenity booking requests. Ms. Hadd reported that the football teams practices were pushed back one week, due not being able to practice because of the two hurricanes and would end next Tuesday on the 22<sup>nd</sup>.

**FOURTH ORDER OF BUSINESS****Update on Splash Pad Issues**

*This item was discussed after the Fifth Order of Business.*

**FIFTH ORDER OF BUSINESS****Discussion with M&G Lighting  
Regarding Christmas Lights**

Ms. Hadd presented a proposal from M&G Holiday Lighting, which was included in the agenda package, as well as a comparison showing the amounts from last year, which was similar to this year; however, this year's proposal included Eagle Point and Stonehedge Trail monuments, which was an additional \$550. There was also a quote to replace wreaths, bows and garlands on 26 posts. A representative of M&G explained that the wreaths and bows were three to four years old and faded from the sun. To spruce things up, he recommended replacing 52 bows. Mr. Laughlin recalled that \$15,000 was budgeted for holiday decorations. Mr. Leary and Mr. Yuro felt that the bows did not look that bad. Ms. Hadd noted that some were more faded than others, but all of them should be replaced, to provide for cohesiveness. Ms. Weitzel questioned whether M&G could verify that all of the lights were the same color of white, particularly at the entrance. A representative of M&G pointed out that there were old strings that get faded, but if they were replaced with new ones, they would look brighter, but they would make sure that all of them matched. Some pieces suffered damage last year, that they were going to replace at their expense. Mr. Yuro recalled that M&G was going to perform weekly

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inspections, but after last year lights were installed, some went out and M&G did not return. The representative of M&G pointed out that they lived 20 minutes away and would drive through the community to check at them, once a week and respond quickly, if lights needed to be replaced.

Mr. Yuro questioned whether there were 26 wreaths and 52 bows. The representative of M&G confirmed that 52 wreaths, 52 bows and 26 sticks of garland were installed throughout the property. Mr. Laughlin pointed out that there was a \$3,000 difference between the proposal and the budget. Mr. Yuro was in favor of spending the \$550, but did not think that they needed to replace anything this year. Mr. Leary agreed and requested that Vesta perform a complete review, to see if anything needed to be replaced next year. A representative of M&G pointed out that most of the decorations lasted three to five seasons, but some were dimmer than others, due to age. If they needed to be replaced, they would tag them and replace the following season. Mr. Yuro recalled that their takedown date was on January 2<sup>nd</sup>, but there was no installation date in the quote. The representative of M&G stated that everything would be installed before the end of November. Mr. Laughlin pointed out that an agreement would be entered into with M&G and these dates would be incorporated. Mr. Yuro agreed with the installation at the end of November.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the proposal with M&G Lighting for holiday lighting in the amount of \$11,946.50 was approved.

- **Update on Splash Pad Issues** (*Item 4*)

Mr. Clayton Buss of C-BUSS Enterprises, the CDD's current pool and Splash Pad maintenance provider, introduced himself to the Board. Since he was not a rubber pad applicator expert, he spoke to the owner of Specialty Surfaces in Orlando, who installed rubber coatings at Disney World, who reported that the coating on the CDD's Splash Pad, was an EPBM rubber material, the same type of rubber used in car tires and roll on roofs and was not intended for chemically treated water. It should not have failed within a year and she recommended that the actual surface material/substrate be prepped, by grinding it all the way down to the bare concrete and installing a primer, to allow the new material to adhere to the actual substrate. In Mr. Buss' opinion, the water did not cause the failure, as the failure was in the actual material. In addition, when they prepped a surface, they would remove the existing finish and go all the way to the shell of the pool and make it rough, in order for the new material to adhere properly and apply a

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mechanical bond to the substrate. He suggested contacting the owner of Specialty Surfaces and requesting an analysis on what she was recommending. Another option was to plaster the surface with the same type of material that was currently in the pool, which had a pebble finish. It had a bigger aggregate but provided for more slip resistance. With the crack that the Splash Pad had, Mr. Buss recommended installing mechanical staples, to prevent the substrate from moving any further. Mr. Yuro recalled that there was a current warranty with the original contractor, Soft Crete, but they were only honoring the labor. Ms. Hadd indicated that according to Soft Crete, the surface was failing due to the acidity of the water and Vesta was negligent, but they offered to cover the labor if the CDD paid for the materials. Mr. Yuro questioned whether C-BUSS tested the chemicals of the Splash Pad. Mr. Buss stated that he tested the chemicals in the Splash Pad and pool and provided a spreadsheet of all chemicals that were used in the past year-of-a-half. The pH level was 7.4 all year round. The Splash Pad had UV and did not need as much chlorine, but the pH must be between 7.2 and 7.8. Mr. Laughlin confirmed that there were health inspections and they were always within the parameters that were required. Otherwise, they should close the pool down. Ms. Hadd noted that the pool chemicals were high the day that Soft Crete, tested it. Mr. Buss was informed by the owner of Specialty Surfaces, that a Toxicology Report must be submitted to the Health Department for a variance, when a surface was installed, showing that the product was not leaching toxins into the water and suggested that staff request one from Soft Crete. Mr. Yuro preferred that staff obtain additional pricing and a cost for Soft Crete to repair it.

Mr. Davis requested that the owner of Specialty Surfaces, Soft Crete and other contractors come to a meeting and present quotes to the Board. Mr. Masters would contact the owner of Specialty Surfaces and other contractors to obtain quotes and have them present at a future meeting, because he was concerned if Soft Crete repaired it, the entire surface could fail. Ms. Hadd requested guidance on the warranty. Ms. Weitzel questioned whether the District had any legal ramifications. Mr. Haber felt at the most basic level, the CDD had a valid warranty claim, as the surface was failing and there was historical testing, showing that the CDD was not negligent, as the chemicals were being used at a reasonable level. Soft Crete should fulfill the warranty and repair the Splash Pad at no additional cost to the CDD, as their proposal included a chemical being applied on top of the material to protect it from failing, due to the chemicals and the warranty work should include the application of the chemical. What was favorable for the

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District, was that the proposal attached to the agreement with Soft Crete, indicated that not only would they install the material, but they would prepare the surface and there was actually no preparation. Therefore, if it made sense to have the Soft Crete to prepare the surface and apply this chemical before re-applying the material. If the Board wanted to consider other options, Mr. Haber recommended that the Board demand monetary payment from Soft Crete but felt that the Board had a strong position to make a warranty claim, due to their defective installation and guarantee that the material was appropriate for a Splash Pad. Mr. Yuro wanted to hear from Soft Crete, first, on what they did to prepare the surface and that other vendors present to the Board and provide quotes. Mr. Davis agreed, but also wanted vendors to present solutions to the Board and that Vesta provide an information packet on the current product, a copy of Soft Crete's contract and Toxicology Report. Mr. Laughlin would provide the contract to the Board, as well as provide samples of the product. Mr. Leary requested an estimate of the total amount of money spent on repairing the Splash Pad since it was installed. Mr. Laughlin would have the vendors attend the October meeting and a representative from Soft Crete attend the December meeting.

## **SIXTH ORDER OF BUSINESS**

### **BrightView Landscape Update**

#### **A. Annual Operations Calendar**

An annual calendar of tasks was included in the agenda package.

#### **B. Quality Site Assessment**

Mr. Laughlin stated that BrightView's report was included in the agenda package. Mr. Yuro recalled that in September, BrightView was supposed to install pine straw and flowers. The flowers were installed but questioned if the pine straw installation was completed. Mr. Masters did not see any new pine straw and would follow up with BrightView.

#### **C. Landscape Enhancements along Leo Maguire**

#### **D. Landscape Enhancements on Eagle Point Drive**

#### **E. Sod Entrance Island of St. John's Golf**

#### **F. Landscape Enhancement next to Basketball Court**

#### **G. Sod Proposal Between Holes 4&5**

Mr. Laughlin presented a proposal from BrightView to upgrade the landscape beds along the exit side of Leo Maguire Parkway, in the amount of \$3,697.29. Mr. Yuro preferred mulch versus pine straw for Leo Maguire and for Items D and F, agreed that something needed to be

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done, but was not happy with what was proposed. Mr. Leary approved of Items D, E and G, but wanted the right solution for the basketball court, as there was an erosion problem, between the road and the sidewalk, but could go either way on Item C and requested that a section at the entrance, be re-sodded. Mr. Yuro was in favor of Items E and G. Ms. Weitzel approved of Items C, D, E and G and liked the Leo Maguire proposal, because the entranceway did not look appealing and preferred to figure out the issues on the basketball court, first, before including landscaping and to install additional benches or picnic tables. Mr. Leary preferred having low maintenance material and not a Holly Tree, as listed in one of the proposals, as it shed leaves. Mr. Yuro preferred having mulch versus sod on Leo Maguire, but there needed to be a good mulching, as BrightView did not do a good job with prior mulching and it should be part of their contract. In addition, there was an existing Crepe Myrtle that looked like what BrightView was proposing. Mr. Laughlin recalled that the proposals included demo, prep, unwanted plant material, hauling and disposal of debris and did not see how this would apply, in looking at the pictures.

Mr. Davis felt that the Board should be choosing between three different options and to find a resident in the neighborhood, who was experienced with landscaping and could provide some ideas. Mr. Masters did not disagree but had some issues with the BrightView's overall process. Mulching was included in BrightView's contract and the District was paying \$23,000 for one application and two applications of pine straw. There should be 1,200 bales, but it could be removed from their contract. At this time, BrightView was past due with applying the pine straw, but was happy that they were delayed, as the Board discussed whether or not to continue with the pine straw or mulch the entire community. Mulch was typically applied in October or November, which in his opinion, was a bad time, as they would go into the Spring and Summer, with the mulch looking dull. It should be applied in March or April and refreshed in main areas in October. Mr. Rodney Hicks of BrightView approved of it being pulled out of their contract, so that the CDD could control when the mulch was being applied and was at the correct depth. Mr. Davis questioned whether Mr. Masters had a vendor to apply the mulch. Mr. Masters stated that he had several vendors in mind. In addition, BrightView wanted to charge to remove the pine straw, but they should not charge for something that was not there and it should be pulled out of their contract. Mr. Yuro voiced the same concern, because when there were overlapping contractors, there was finger pointing and if mulch was pulled out of their contract and another

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vendor applied it, but flowers started dying, BrightView would say there was too much mulch. In his opinion, BrightView should be held accountable for it. He did not expect mulching anytime soon but wanted the District to receive what they were supposed to, which had not been the case in the last couple of years. Mr. Davis was not in favor of the pine straw, but did not see why BrightView could not do the mulching. Mr. Masters pointed out that they should not have to ask BrightView to mulch, because if the mulch looked horrible, they should do whatever they needed to, in order for it to look good.

Mr. Davis requested that BrightView to provide three different options for the Leo Maguire and Eagle Point Drive landscape enhancements and provide a solution for the mulch. Mr. Masters agreed but questioned what to tell BrightView about the pine straw. Mr. Yuro preferred that Mr. Masters inform them that they needed to apply the pine straw, as it was in their contract and that they needed to do something with the sod between Holes 4 and 5. In addition, for the last couple of years, their flowerbeds shrunk considerably and wanted BrightView to match the original flower border, so there were no dead areas. Mr. Laughlin pointed out that there was a unit count in the agreement of 1,715 units and for the flowers to be charged every three months. Mr. Masters recalled that they had a hard time with weeds, but there was plant material that could just be pulled out, so they did not have a weed issue. For the entrance island at Leo Maguire Parkway and St. Johns Golf Drive, Mr. Masters recommended a strip of sod on the backside of the monument. Mr. Yuro was not in favor of approving any of the proposals, with the exception of the sod between Holes 4 and 5, since the irrigation repairs were authorized. Mr. Davis was in favor of the proposal for sod between Holes 4 and 5, but not at the entrance island at Leo Maguire and St. Johns Golf Drive, until the flower issue was resolved. Mr. Yuro noted that the proposal included an Irrigation Technician retrofitting the system, which was completed and preferred to approve a not-to-exceed amount and having Mr. Masters work with BrightView to revise the proposal. Mr. Masters recalled discussion from the Board on having St. Augustine versus Bermuda. Mr. Yuro preferred St. Augustine, to provide continuity and to table the remaining proposals until there was further information.

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Mr. Yuro MOVED to approve the proposal with BrightView to install sod between Holes 4 and 5 on the golf course in a not-to-exceed amount of \$2,300 and authorize staff to work with BrightView to switch from Bermuda to St. Augustine and revise the proposal to remove irrigation costs and Mr. Davis seconded the motion.

Mr. Yuro volunteered to work with BrightView.

On VOICE VOTE with all in favor the proposal with BrightView to install sod between Holes 4 and 5 on the golf course in a not-to-exceed amount of \$2,300, authorizing staff to work with BrightView to switch from Bermuda to St. Augustine and revising the proposal to remove irrigation costs and the Chairman providing final approval was approved.

Mr. Masters hoped to have a not-to-exceed price of \$2,300 for sod between Holes 4 and 5 and to place a strip of sod on the backside of the monument at the Leo Maguire entrance. Mr. Yuro estimated that three pallets of sod would cost \$1,000 and recommended increasing the not-to-exceed amount to \$3,000.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor amending the prior motion to change the not-to-exceed amount to \$3,000, to include sod at the entrance island at Leo Maguire Parkway and St. Johns Golf Drive was approved.

Mr. Davis requested that BrightView provide multiple proposals for Items C, D and F. Mr. Masters agreed and suggested that each Board Member, individually, look at these areas, to have a quicker process in approving proposals. Mr. Yuro concurred. Mr. Masters reported that he asked BrightView not to attend this meeting, so that the Board and staff could discuss their report and relay any information back to them, as they did not need them to attend every meeting. He felt that BrightView was doing an admirable job, but there were many projects that the Board and staff wanted to complete and could use \$4,000 credit that BrightView was providing, towards these projects. If they were not doing anything, Mr. Masters would recommend looking elsewhere, but they were willing to work with the District, as they replaced the controller that caused issues with the turf on the soccer field, at no charge and were going to



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replace the sod, at no charge, in three to five weeks, which he was happy with. There were many improvements that the District could do, in partnership with them, but did not disagree with Mr. Yuro regarding the mulch. Mr. Yuro was in favor of the mulching, if staff could manage it.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Haber reminded the Board, if they were appointed/elected prior to March 30<sup>th</sup>, they had until December 31, 2024 to complete their four hours of ethics training.

#### **B. Engineer**

Mr. Westcott had no report for the Board. Mr. Leary understood that Mr. Chris Boggess completed the renderings for the meeting room, but he left Matthews and requested an update. Mr. Westcott reported that he was in contact with the new architect and it was on hold until the bulkhead project was completed. Ms. Leary recalled that the Board wanted a cost estimate. Mr. Westcott would follow up.

#### **C. Manager**

There being no comments, the next item followed.

#### **D. General Manager**

##### **1. Report**

##### **2. Athletic Field Maintenance Reports**

Ms. Hadd presented the General Manager's Report, which was included in the agenda package. The Fall Festival was scheduled for Saturday. Mr. Yuro requested a map of the lakes, for the next agenda package. Mr. Laughlin had a map that he could provide. Ms. Weitzel liked the idea of having Fun At the Field, since many people were not staying for Movie On the Lawn and suggested having something earlier and inviting a food truck or two, to see how it goes. Ms. Hadd intended to have something at the same time every month, since the movies have not been popular and food trucks did not want to come. When she had the Star Wars obstacle course, it was the busiest that she had ever seen the field. Ms. Weitzel suggested having more events for little kids, as well as having a festival in December. Ms. Hadd reported that two events were scheduled in December, The Grinch movie on December 6<sup>th</sup>, where The Grinch would pass out hot chocolate and cookies and Santa and Mrs. Claus on December 14<sup>th</sup>, where there would be

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carolers on the patio and crafts for the kid. The golf course was having a Brunch with Santa on December 1<sup>st</sup>.

#### **E. Field Operations Manager – Report**

Mr. Masters presented the General Manager's Report, which was included in the agenda package. He met with Mr. Andrew Anderson of Precision Sidewalk Safety and they would be onsite in two to three weeks, to complete the severely raised sidewalks of 1 inch and above on St. Johns Golf Drive and just started working on Eagle Point Drive. On their next visit, they planned to go through the entire community and provide a number of repairs that needed to be made and provide a proposal. 2 Men Concrete would do the worst slabs. Mr. Davis was happy that the sidewalks were being repaired and requested that 2 Men Concrete start the next round of sidewalks after Halloween and that this item be included on future agendas, under the Field Operations Manager Report, until this matter was resolved. Mr. Masters suggested having a policy regarding the preserves, based on laws set by the St. John's River Water Management District (SJRWMD) and provided a sample policy, due to calls that he received regarding trees in the preserve. If a tree was dead or dying, staff would inspect the tree and he would take pictures and forward it to Ms. Tracy Shilling at the SJRWMD, for her approval to drop it into the preserve. However, the resident could hire an Arborist to provide a report. Mr. Laughlin recalled the Water Management District informing him that dead trees could be dropped into the preserve and suggested that the Board approve a policy separate from the Amenity Policy and post it on the CDD website. Mr. Masters recommended a provision for residents cutting back vegetation in the preserve growing over their fence line. Mr. Yuro agreed with this additional language and requested that Mr. Masters incorporate it and bring to the next meeting for Board review. Mr. Masters wanted to do the same with the ponds, as residents should not have to wait a month for Lake Doctors to treat their pond. Mr. Laughlin would include a reminder on the CDD website.

Mr. Yuro recalled a proposal from BrightView, regarding the trimming back of vegetation; however, it was already in BrightView's contract, to cut all wood lines and preserve areas, once a year. Mr. Masters pointed out that they could mow and clean it up but would only go no more than 10 feet high. Mr. Yuro indicated if they were cutting up to at least 10 feet, it would take care most of the overgrowth and requested that Mr. Masters ensure that BrightView was meeting their contract obligations. Ms. Weitzel asked if residents should contact him about

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trees in their backyard that were before the greens. Mr. Masters would speak to Mr. Ben Pasquith of the St. Johns Golf & Country Club about this, but typically, if a resident lived on the golf course and had a tree that was dead or dying, the golf course needed to handle it. However, if residents called him, they could figure out the process. Mr. Yuro preferred that Mr. Masters refer the resident to the golf course, but not take the responsibility of the CDD contacting the golf course. Mr. Masters recommended including language in the policy, for residents to contact the golf course, for a tree on golf course property. Mr. Haber offered to help Mr. Masters with the language. Mr. Davis noted a forested area between Forest Glen Way and Crested Heron Court that was overgrown and people throwing dog feces bags into the forest. Mr. Davis questioned whether Lake Doctors was spraying retaining walls. Mr. Masters recalled that 25 retaining walls were pointed out to Lake Doctors and they only sprayed two. Mr. Davis asked if they had boat access to the bulkhead on Pond 25A. Mr. Masters would find out. Mr. Davis wanted to ensure that Lake Doctors had access to all of the walls and were treating them on a regular basis and requested their spreadsheet, include the walls. Mr. Masters questioned whether the walls were in their contract to be sprayed. Mr. Davis was informed by Lake Doctors at the last meeting, that they were spraying them every three months. Pond 25A was a significant problem and wanted the access question to be 100% resolved between now and next meeting.

**EIGHTH ORDER OF BUSINESS****Consideration of Hold Harmless and License Agreement with United Parcel Service**

Mr. Laughlin presented a Hold Harmless and License Agreement with United Parcel Service (UPS), which was included in the agenda package. This was the same agreement that was approved each year, in order to place a pod onsite, for the delivery of holiday packages within the community. Mr. Davis questioned the location of the pod. Mr. Yuro recalled that it was placed by the cemetery, last year and for the past 10 years and noted a blank in the agreement for the location. Mr. Laughlin would include the location and pointed out that last year, they paid the District \$2,200 and would request this amount again. Mr. Davis recalled that last year, staff asked for more. Mr. Laughlin clarified that UPS offered \$1,200 last year and it was increased to \$2,200. Mr. Yuro agreed with receiving \$2,200, as it was for the benefit of residents receiving their packages quicker.

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On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the Hold Harmless and License Agreement with United Parcel Service with a payment to the District of \$2,200 was approved.

**NINTH ORDER OF BUSINESS****Future Amenity Capital Improvements**

Mr. Laughlin presented a list of future capital projects, which was included in the agenda package and included the Amenity Room enhancement, pool area enhancement, pickleball courts and tennis court enhancement. However, after the last meeting, the playground enhancement, fence around the playground and upgrade to fitness equipment, were added. Mr. Davis offered to provide a list of potential projects, for the Board to review at any point in time and present it to the community, to request input from residents. Mr. Yuro felt that it was a great idea, in order to keep their existing facilities up to date. Mr. Laughlin pointed out that just because an item was listed, did not mean that the Board was taking action, at this time. Mr. Davis wanted residents to feel comfortable that the Board was looking into the future and for them to come to a meeting to suggest an item that the Board should be considering or contribute to the existing list of items. Mr. Laughlin requested that Mr. Davis provide the list to him, so it could be incorporated into this one and include it in future agenda packages.

**TENTH ORDER OF BUSINESS****Consideration of Proposal from Matthews Regarding Rates**

Mr. Laughlin presented a proposal from Matthews for their rates, which was included in the agenda package. They were updating them to be current with their existing rates. The last time Matthews made this request, was in 2016. Mr. Yuro questioned whether this was consistent with all of Matthews clients. Mr. Westcott replied affirmatively. Mr. Yuro was amenable to them, as Matthews was charging the same rate since 2016 and were only billing for work that was directed by the Board. Mr. Leary proposed looking at other engineering firms. Mr. Yuro agreed, if Mr. Leary had concerns, but they could only look at qualifications, under the Consultants' Competitive Negotiation Act (CCNA), select the most qualified firm and then try to negotiate the price. If they could not negotiate the price with the number one ranked firm, they would negotiate with the number two ranked firm. Mr. Laughlin confirmed that the District must issue a Request for Qualifications (RFQ). Mr. Davis agreed with going out for vendors and wanted to have a list of all of their vendors in their agenda package and when their contract

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renewed. Mr. Laughlin pointed out that he had a tracking list of all vendors for his Districts, which he could provide to the Board. Mr. Leary was in favor of proceeding with the issuance of an RFQ, noting that his decision was not based on price, but questioned whether this was a contract renewal and if there was a termination provision. Mr. Laughlin explained that Matthews contract would continue and there would be an addendum to their previous contract.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor the proposal from Matthews for an increase in rates was approved.

## **ELEVENTH ORDER OF BUSINESS**

### **Discussion of Sidewalk Repair**

This item was discussed.

## **TWELFTH ORDER OF BUSINESS**

### **Discussion Items**

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

Mr. Westcott reported that his firm sent out emails to contractors, requesting pricing for repairing the section of wall that was damaged. Two bids were received, one from C&H Marine (C&H) in the amount of \$16,113 and one from Barefoot Marine Construction (Barefoot) in the amount of \$13,640. However, C&H's bid did not include fence repair and irrigation, dirt or fill, whereas Barefoot Marine's proposal included a temporary fence, fence repair, irrigation and clearing. Two other companies responded but had not submitted bids. Ms. Weitzel found it odd that Barefoot did more for less money. Mr. Yuro was in favor of having Barefoot fix the wall and moving forward, as this item had been on the agenda for months, there may not be a warranty and there was no evidence of failure to the rest of the wall. If there were additional issues, they would address it in the future, but voiced concern about them getting access, as there was an easement several houses away, which would disturb several properties. Mr. Laughlin noted that there was an easement at the end of the cul-de-sac and one between Mr. Greg Kern's property, but it was blocked by a fence. Ms. Weitzel questioned whether they must get permission from the resident. Mr. Haber felt that it was good practice to advise the homeowner, but the CDD would have the right to remove it, to fulfill their obligation to maintain the stormwater improvement. However, if they needed to access someone's property to move a fence, and there was no easement, they must obtain the property owner's consent.

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Mr. Davis was not in favor of approving a contractor, based on the District Engineer's assessment that the wall had five years of life remaining and recommended that the Board take the next several months, to understand the work that was taking place, speak to the residents most affected by this work, decide on the best course of action and go through the process of selecting a vendor. Mr. Yuro preferred to repair the area in question, to address the immediate concerns and not spend \$300,000 on other parts of the wall that did not show signs of failure at this point, but for the next meeting, requested a plat map showing the easement, access points and how the work would be completed. Mr. Westcott pointed out that they could access 1929 and the property next door and float a barge across the pond. Mr. Yuro recommended contacting the residents, to inform them that the Board was working on this matter and discuss the potential option, to see if they were agreeable to the contractor accessing their property. Ms. Weitzel questioned whether the CDD was responsible for the repair. Mr. Yuro believed that the bulkhead was the responsibility of the CDD, because it was installed by the developer as part of the overall infrastructure improvements that the CDD reimbursed the developer for. However, there were some other bulkheads in the community that were installed after the fact, either by the builder or by the homeowner, which the CDD was not responsible for. Mr. Haber clarified that the CDD was responsible, as the permittee on the permit, but if it was not part of the Stormwater Plan that the CDD was not responsible. Mr. Davis requested an official assessment of all the retaining walls that existed in the community and a map that highlighted all of bulkheads, along with a list of all bulkheads that existed in the community and which ones the CDD were responsible for, which could be included in the minutes for reference.

Mr. Davis further wanted to confirm that all of the overgrowth on the bulkheads that the CDD was responsible for, was addressed and create a policy or procedure, to ensure that the bulkheads were continuously maintained in the future. Mr. Laughlin pointed out in the HOA documents, residents were responsible for maintenance of their bulkheads, but the CDD was liable under the permit. Mr. Davis questioned whether the CDD was responsible for informing the resident that there was overgrowth. Mr. Laughlin indicated that the CDD should be monitoring the bulkheads, to ensure that the District was compliant with the permit. Before making any decisions, Mr. Davis wanted a clear understanding of how the bulkheads would be maintained going forward and that Lake Doctors should be responsible for keeping vegetation off of the bulkheads, because in the past, this was not the case and now they were facing a

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\$300,000 expense. Mr. Laughlin suggested having staff look at the bulkheads, on a quarterly basis and retain a log. Mr. Davis requested that the log be included in every agenda package. Mr. Masters suggested that Mr. Laughlin find out from Barefoot, how they would access the bulkhead at 1929 Glenfield Crossing Court and their timeframe for completion. Mr. Westcott was informed that it would take three to four weeks.

#### **B. 420 St. Johns Golf Drive Control Structure Washout**

Mr. Laughlin was informed by Mr. Acree, that they were still waiting on the proposal from Atlantic Pipe Services (APS). Mr. Westcott reported that there was a blockage in the line crossing the golf course, but this would be verified by APS, once they scoped it. Mr. Davis voiced concern that this item was on their To-Do-List for a long time. Mr. Laughlin recalled that the blockage was discovered a few months ago and staff spent months diagnosing it, but at a prior meeting, a resident notified the Board that water was coming out of it when it rained. Mr. Davis requested an official document from Matthews on why it was failing and recommended a procedural change.

### **THIRTEENTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

Mr. Leary questioned whether there would be a closeout of the fiscal year. Mr. Laughlin would provide one when the financials were discussed. At the last meeting, Mr. Leary recalled asking amenity staff to work on a plan to update the Gym equipment and obtaining a proposal, but this was pushed back, due to the hurricane and requested that it included on next month's agenda. Mr. Leary asked if staff followed up on the bridge painting. Ms. Hadd reported that the golf course had no plans to work on the bridge before they closed. Mr. Davis thanked Mr. Masters for getting the Stonehedge monument repaired, but it was still tipping. Mr. Masters was unsure about what they were going to do. Mr. Davis questioned whether staff followed up with the responsible parties insurance company. Mr. Masters was still working on it. Mr. Davis requested an update at the next meeting and that Mr. Masters follow up on the question from a resident earlier in the meeting, about the golf course enhancements. In the minutes from the last meeting, under the Fourth Order of Business, he questioned when the driving range project would be completed and was informed that it would start soon and finish by the end of the year;

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however, the dates were wrong. Mr. Laughlin would listen to the recording and confirm the dates.

#### **FOURTEENTH ORDER OF BUSINESS                      Public Comments**

Mr. Mike McCormick of 604 Remington Court reported that Mr. Mike O'Malley's last day was tomorrow, as he was moving on to Palencia. Mr. Chris Carcela, their Property Manager left and Mr. Gilbert Lopez replaced him and would attend their upcoming annual meeting. Mr. McCormick questioned why the CDD's Comcast bill was \$650. Mr. Laughlin explained that the District was staying with the current service and was not going to piggyback on the HOA, as it was a residential plan that only offered eight TV boxes and five hotspots, but not internet. The CDD currently had a hospitality plan, which included a box and lines running underground. If they piggybacked what the HOA had, the box would be removed and boxes must be placed on the floor behind each machine. As a result, Mr. Laughlin stopped the cancellation. Mr. McCormick questioned whether a tab could be added onto the CDD website for the HOA. Mr. Laughlin confirmed that there was contact information, but no tab.

Resident Alex Bidner of Stonehedge Trail Lane requested use of the field on Wednesday but was told to approach the Board. The field was used more frequently and it was hard to use a side of it for soccer. Mr. Davis recalled a special situation with the Liberty Pines Academy football team, for use of the field in August, September and October. Ms. Hadd confirmed that this arrangement ended next week. Mr. Davis pointed out that usually, half of the field was available for residents. Mr. Laughlin indicated that there was a policy for residents to reserve the soccer field. Ms. Hadd confirmed that residents could reserve half of the field one day per week, on Monday, Tuesday and Thursday for two hours, as long as the majority of people participating were residents, but Mr. Bidner was requesting it for Wednesday, which was not in the policy and had to be approved by the Board. Ms. Bidner explained that he wanted to play soccer with his son and daughter, who lived in the community, as well as a couple of his friends, who lived outside of the community. Mr. Yuro wanted to keep the field open for residents, like Mr. Bidner. Ms. Hadd pointed out that the football team was only using the field on Monday and Tuesdays. Mr. Yuro indicated that it was first come/first serve. Ms. Hadd stated the issue with Mr. Bidner's request, was that he wanted use of the field from 5:30 p.m. to 7:30 p.m. and the field closed at 6:55 p.m. In November, the field would close at 5:30 p.m. Mr. Bidner reported that the security



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guard approached them when the field was closing, holding his gun and making him feel like he was doing something wrong, without using common courtesy. Mr. Laughlin explained that the security guard was there to monitor the field and clear the crowd after the food trucks left. Mr. Yuro requested that amenity staff speak have the security guard give a 15-minute warning. Ms. Hadd spoke to the guard about being more lenient on the closing time for the field after the sun sets at 6:55 p.m. and waiting for 15 minutes. Mr. Leary requested a security update at the next meeting. *There was Board consensus to not change the policy and allow the field to be first come/first serve.*

**FIFTEENTH ORDER OF BUSINESS****Approval of Consent Agenda****A. Approval of Minutes of the September 19, 2024 Meeting**

Mr. Laughlin would listen to the recording for the September 19<sup>th</sup> meeting and confirm the dates of the golf course projects, before publishing the minutes to the website.

**B. Balance Sheet as of September 10, 2024 and Statement of Revenues & Expenditures for the Period Ending September 10, 2024**

Mr. Laughlin presented the Balance Sheet and Statement of Revenues and Expenditures for the Period Ending September 10, 2024. The District finished the fiscal year at \$102,000 under budget, which would be carried over to next fiscal year, to pay bills, as assessments would not be received until the end of November. The balance in the Capital Reserve Fund at \$154,000 and another \$200,000 would be added, for a total amount of \$354,000.

**C. Check Register**

Mr. Laughlin presented the Check Register for October 17, 2024 in the amount of \$74,816.29.

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

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**SIXTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – November 21,  
2024 @ 6:00 p.m. @ St. Johns Golf &  
Country Club Meeting Room**

Mr. Laughlin stated that the next meeting was scheduled for November 21, 2024 at 6:00 p.m. at this location.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

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

Signed by:  
  
9A989FE97A6A46D...  
Secretary/Assistant Secretary

Signed by:  
  
E55AE2DB2E4542E...  
Chairman/Vice Chairman