

MINUTES OF MEETING
SAMPSON CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sampson Creek Community Development District was held on Thursday, November 21, 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:

Graham Leary	Vice Chairman
Mike Davis	Supervisor
Lori Weitzel	Supervisor

Also present were:

Daniel Laughlin	District Manager
Wes Haber	District Counsel
John Westcott <i>by phone</i>	District Engineer
Jim Masters	Vesta Property Services
Dan Fagen	Vesta Property Services
Rodney Hicks	Brightview
Daniel Bauman	BrightView
Nikki Mejia	Specialty Services
Kerry Tanner	Central Security
Residents	

The following is a summary of the actions taken at the November 21, 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 April O'Donnell, representing the Saint Johns Middle School Athletic Association (SJMSAA), requested use of the CDD's tennis courts for the middle school's tennis team. On Wednesday, December 4th they would need the courts for an hour for tryouts and

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starting on Wednesday, January 15th from 3:00 p.m. to 5:00 p.m., they would need two courts for practice every Wednesday, until the end of March and three courts every other Thursday from 4:00 p.m. to 6:00 p.m. for match days. Most students on the team, lived in St. Johns Golf & Country Club. Mr. Justin Palasotti, President of SJMSAA, explained school courts, were limited, as schools were being built without amenities there was a lack of parks in the area that had tennis courts. Other teams were using tennis courts in Durban Creek, Julington Creek and Ponte Vedra. They carried insurance and were willing to pay to use the CDD courts. Ms. Weitzel pointed out that they must find out from the Tennis Pro, how many courts were being utilized for lessons on Wednesdays. Mr. Davis requested that this item be included on the agenda and information be provided to the Board at a future meeting, on days that the tennis courts were utilized, as the tennis courts were used for different groups, as well as clinics for kids on Monday and Wednesday afternoons. Mr. Leary agreed with placing this item on a future agenda and in the interim, requested that participants who were residents, reserve the tennis courts. *There was Board consensus to deny the request at this time and place this item on a future agenda and staff provide further information.*

Resident Mike McCormick of 604 Remington Court thanked BrightView for their attention to the St. Johns Golf Drive entryway, hoped that attention was given to the west side of St. Johns Golf Drive, from the service road to Hole #17 and requested that the small billboards in the right-of-way for the Golf Academy, be removed. Mr. Masters would pull them. Mr. McCormick noted on the Capital Improvement List, more wording was added, which was misleading and residents were expecting more detail, prioritizing them and time to respond and provide feedback. Mr. Davis appreciated this feedback and encouraged residents to provide feedback. Resident Hank Rosen of 1912 Cross Pointe Way asked if anything was decided on the capital improvements. Mr. Leary confirmed no capital items were approved, but this item would be discussed later in the agenda.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Consideration of Resolution 2025-01, Declaring Board Vacancy (Seat 2 & Seat 4)

Mr. Laughlin reported that since no one qualified for Seats 2 and 4, the Board must declare them vacant.

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On MOTION by Mr. Davis seconded by Mr. Leary with all in favor Resolution 2025-01 Declaring a Vacancy in Seat 2 and Seat 4 Pursuant to Section 190.006(3)(b), Florida Statutes and Providing for Severability and an Effective Date was adopted.

B. Appointment of New Supervisors to Fill Vacancy (Seat 2 & Seat 4)

Mr. Laughlin was informed that Ms. Lori Weitzel was interested in keeping her seat. The other open seat was held by Mr. Brad Weger. The Board could decide to solicit resumes for the next meeting and Mr. Weger would hold the seat for 90 days, until there was a replacement.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor appointing Lori Weitzel to fill the vacancy in Seat 4 was approved.

Mr. Davis asked if Mr. Weger would automatically serve. Mr. Haber explained that Mr. Weger would serve for 90 days starting from November 19th, until the Board filled the vacancy. Mr. Leary recommended reviewing resumes in January. Mr. Davis requested sending an e-blast to the community regarding the vacancy and placing this item on every agenda, until it was filled.

On MOTION by Mr. Leary seconded by Ms. Weitzel with all in favor soliciting resumes to fill Seat 2, sending an e-blast to the community and reviewing the resumes at the January meeting was approved.

C. Oath of Office for Newly Appointed Supervisors

Mr. Laughlin, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Lori Weitzel.

D. Election of Officers, Resolution 2025-02

Mr. Laughlin presented Resolution 2024-04, for the Election of Officers. There was Board consensus to keep the same officers.

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On MOTION by Ms. Weitzel seconded by Mr. Davis with all in favor retaining the same slate of officers as evidenced by the adoption of Resolution 2025-02 was approved.

- **Splash Pad Update**

Ms. Nikki Mejia of Specialty Services, a certified installer for AquaFlex and PebbleFlex, had 17 years' experience. It was intended for waterplay features, to prevent slip and falls and injuries. The CDD's splash pad, had thermoplastic or EPDM rubber, which was a common granular rubber used for park environments, but was not intended for water play. If the splash pad had potable water, it may have lasted longer, but because this splash pad had a recirculating system with chlorine and acid being introduced to the water every few minutes, the product did not last longer than 18 months. It had the same chemistry as a car tire and did not have any UV stability or chemical resistance. On a residential pool deck, it would perform, because it did not get the constant water splash. It was only recommended on a playground where there was rainwater. Other products had a better chemistry for treated water, like thermoplastic urethane, which was resistant to acid and chlorine and was UV stable. Disney used AquaFlex, which had a three-year warranty and 10-year lifecycle. Ms. Weitzel appreciated Ms. Mejia speaking to the Board and the information she provided but questioned whether their type of system was known when the installation occurred. Mr. Laughlin believed that the contractor was aware that it was intended for a splash pad. Ms. Weitzel questioned whether toxicology testing was completed and approved by the Florida Department of Health (FDOH). Ms. Mejia indicated that there would have been a letter from FDOH, approving the contractor to use Soft Crete and it would be tested to ensure that it did not leach toxins into the water.

Mr. Laughlin confirmed that Soft Crete applied the rubber, but did not know the brand name of the product. Ms. Mejia explained that FDOH required a variance and toxicology testing, due to a bad bacteria outbreak in the 1980s, when many people ended up getting sick from a soft surface in a municipal kiddie pool. Mr. Haber advised that the contractor was contractually obligated by the language in the contract to obtain all approvals required for the project and if they failed to do so, they were in breach of contract, as the CDD relied on their professional expertise for the installation. Mr. Leary recalled that he met briefly onsite with Mr. Laughlin and Mr. Masters, to get an overview of the project and questioned whether Ms. Mejia recommended AquaFlex and how many splash pads they installed it in similar communities. Ms. Mejia

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confirmed that AquaFlex was recommended and this product was installed in over 1,000 communities since 2007. She was an independent representative of AquaFlex and PebbleFlex, based out of Naples and was the only certified installer by the manufacturer of AquaFlex. Mr. Leary requested that Ms. Mejia provide a list of properties where this product was installed, as well as a proposal. Ms. Mejia indicated that she provided, as well as a document explaining the differences between thermoplastic urethane and an EPDM rubber.

Mr. Davis questioned the process and how long it would take. Ms. Mejia stated it would take three days and they would start with a floor scraper to remove the rubber, scarify the top coat, pressure wash it and install it in one day, if it was one color. However, this splash pad had a two-color pattern and it could take up to four days. Mr. Davis noted that the Board wanted the best solution to make the space usable for the kids. Ms. Mejia noted that the upfront investment was costlier to do it the right way, but they would get the longevity and integrity in the long run, by having the right product. The white matter on the top coat was calcium from the water, which could be removed with acid, but the cracks were due to not having control joints in the slab. To cover the cracks, they could open it, seal it and saw cut some control joints, to prevent future cracks and recommended a deep cleaning and roll coat every three years for \$2,000, to get rid of the calcium and keep the pebbles. Ms. Mejia further recommended a minimum thickness of three-eighths, which was the standard thickness for a splash pad and warned that the CDD could get into trouble, if FDOH noticed that their splash pad had a soft surface and recommended asking for the variance. The next variance meeting was on January 8th. The Board thanked Ms. Mejia for the presentation and this item would be discussed further under Supervisors' Requests.

FOURTH 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. Daniel Bauman of BrightView provided the following report:

1. The crew focused on beds along Leo Maguire Parkway, establishing them and trimming grasses. They recommended upgrades to fill in gaps where old plant material declined and removing grass on the sidewalk along St. Johns Golf Drive, between the golf course and road and replacing with Bermuda. *Mr. Leary*

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preferred to remove the grass, as they were constantly growing over the sidewalk and doing the work in the Spring.

2. The irrigation team continued to perform monthly inspections.
3. Three different options were provided for landscape upgrades at the Eagle Point entrance.
4. New Bermuda sod was installed on November 12th or 13th. An area of sod still needed to be installed by the tennis court.
5. A proposal was included to replace areas of Bermuda sod from the corner of Leo Maguire Parkway and St. Johns Golf Drive to the entrance of the clubhouse. *Mr. Leary did not receive the proposal and requested that it be re-submitted and asked what was recommended. Mr. Bauman recommended postponing the work until the Spring.*
6. Three different options were submitted for landscape enhancements to the existing beds on Leo Maguire Parkway on the right-hand side, between the curb and the sidewalk. Crepe Myrtles were recommended.
7. Landscaping that was damaged near the tennis courts, due to chinch bugs, was replaced at no cost.
8. Pine straw application was completed throughout the natural areas. A few areas still needed to be addressed. *Mr. Leary asked if the Eagle Point entrance was scheduled to receive pine straw. Mr. Bauman indicated that it would receive mulch.*
9. Within the month of January, their crew would be raising canopies and encroaching wood-lines.
10. Within the most recent irrigation inspection, repairs were needed, such as a break at the Eagle Point exit.
11. Turf application consisting of a fertilizer, insecticide and an herbicide, was recently completed.
12. Between the sidewalk and basketball court hedges, a washout was noted, due to a hole in the ground that was caused by a later-line break within the hedge, causing water to travel underground and coming out the hole, 10' from the break. It had

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since been repaired. An additional washout was found in between the sidewalk and the curb, where the new sod was installed.

Mr. Leary pointed out that this was the area where mud was collecting on the sidewalk, which he spoke to Mr. Masters about. Mr. Davis thanked BrightView for addressing the encroaching wood-lines and questioned the setback that the forest would go from the side of the street. Mr. Laughlin would view the Property Appraiser website, as it could be an easement area. Mr. Hicks stated that they would maintain it, but if the Board wanted to go beyond 12 to 16 inches, it would be outside of their scope. Mr. Davis requested that they look at a line of forest between 808 and 824 Hampton Crossing Way, as a line of Oaks were encroaching the forest. Mr. Bauman noted 21 main common areas throughout the community that needed to be cut back to the wood-line and raising the canopy, but since they were now into the Winter season, these areas would be addressed. Regarding the proposal for landscape upgrades at the Eagle Point entrance and the three different options that were provided, Mr. Leary preferred to mulch it, as Magnolias generated a tremendous amount of leaves and questioned whether other entrances needed to be included. Mr. Bauman pointed out that there were many shaded areas and was trying to find plant material that would be better suited. Mr. Leary requested that it be completed in the Spring. Mr. Davis agreed with combining front entrance work at Eagle Point with the replacement of Bermuda sod, from the corner of Leo Maguire Parkway and St. Johns Golf Drive to the entrance of the clubhouse, not doing any new plantings until Spring and questioned the preferred option. Mr. Bauman preferred Option 1, as it was cleaner, not as cluttered and would be easier for them to maintain. Mr. Davis requested that the proposals be included in next month's agenda package. *There was Board consensus to table the proposals and include them in the next agenda package.*

Mr. Leary questioned whether there was anything that the Board needed to approve from a landscaping standpoint. Mr. Masters indicated that he was expecting Mr. Bauman to send him a proposal to sod the area next to the sidewalk on Leo Maguire Parkway, which looked bad and planned to meet with him to discuss landscape issues. They discovered a few weeks ago, that the CDD was responsible for the irrigation around Cemetery Road. There was a hose bid next to the golf course and a valve that was turned on four times a year and was leaking. Mr. Masters was informed by Mr. Yuro, that there was an agreement with the developer for the CDD to handle irrigation issues and contacted Ms. Deborah Sampson, in charge of the cemetery, who would

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notify him when someone comes out to turn on the valve and offered to show it to Mr. Bauman. He would turn off the irrigation on the soccer field tomorrow, in order to open the soccer field back up. Mr. Bauman offered to go out to the cemetery with Mr. Masters next week. Mr. Leary appreciated BrightView's report.

FIFTH ORDER OF BUSINESS**Security Update**

Mr. Kerry Tanner, Director of Operations, reported that year to date, there were 56 incidents, anything from trespassing issues or calls to the sheriff's office, 1,663-foot patrols, 314 vehicle patrols and 201 citizen contacts. They issued 20 warning notices for trespassing and drove 1,600 miles in a patrol car. Mr. Davis noted a number of recent incidents where individuals were driving motorbikes, one of which he witnessed through the fence on the tennis court, the other night. Mr. Tanner stated they were trying to address it, but the biggest problem was that they drive off, when spotted by the guard. It would take time for the guards to make contact with them, as their policy was not to pursue them; however, Officer McKenzie contacts the Sheriff's Office when he notices one, but by the time they arrive, the individual left the area. Mr. Davis suggested that Central Security have a sheriff onsite for a period of time, so that they could catch the violators. Mr. Laughlin offered to contact the officer who performed off-duty shifts in the community. Mr. Leary had the same concerns, as he witnessed the same motorcycle traveling at a high speed in and around their amenities and sidewalks, appreciated Central Security staying on top of it and suggested sending an e-blast to the community regarding motorcycle use and setting a policy on motorcycles and scooters, as currently, golf carts were permitted on sidewalks and was concerned about seeing scooters traveling at high rates of speed. Mr. Leary felt that they needed to communicate that motorcycles, from a safety standard, should not be around their amenities and on sidewalks.

Mr. Haber recalled prior discussion about golf carts having decals and only being allowed to enforce on CDD property where golf carts were not allowed. In certain areas, paths were constructed for golf carts to be used by anyone, pursuant to the Traffic Enforcement Agreement, but did not know whether motorcycles were permitted on golf cart paths. However, property that the CDD owned, the Board had the right to say no to electric bikes or motorcycles on property that the CDD owned and would see whether motorcycles were permitted by the St. Johns County law on the paths that were built for golf cart use. Mr. Davis requested sending out

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communication to the public regarding motorized vehicles, as the more people become aware of it, the occurrences would stop. Mr. Masters offered to send out an e-blast and suggested that the Board set a policy not allowing electric or gas-powered scooters on Amenity Center property. Mr. Leary felt that enforcing scooters would be a challenge, as many kids used them, but did not want people using them on sidewalks. Mr. Haber advised if the Board was going to set a rule and not enforce it, the District was opening themselves up to liability, versus not having a rule. *After further discussion, there was Board consensus for Mr. Haber to research whether motorcycles were permitted by the St. Johns County law, on the paths that were built for the golf carts and report back to the Board at the next meeting and for Mr. Masters to send out communication to residents regarding motorized vehicles.* There being nothing further, Mr. Tanner left the meeting.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Haber reminded the Board, that they had until the end of the year, to complete their four hours of ethics training and offered to circulate the links for the free training. It did not apply to Ms. Weitzel, who was just re-elected to the Board and only applied to Supervisors who were elected prior to March 31st. No registration or certificate were required, as it was based on the honor system, when filling out Form 1 in 2025. Ms. Weitzel questioned whether Mr. Haber had all of the Soft Crete agreements for review. Mr. Laughlin stated there was only one agreement, which Mr. Haber had a copy of.

B. Engineer

Mr. Westcott reported that 11 different contractors were contacted for the pool renovation proposals and would provide an update when this agenda item was discussed.

C. Manager

There being no comments, the next item followed.

D. General Manager Report

Mr. Fagen reported that Ms. Haley Hadd was on her honeymoon and she and her staff was doing an outstanding job with their events and communication with residents, as he received good feedback. *Golden Mornings* was held on the third Thursday of each month, including today

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and it seems to be growing. Coffee and doughnuts were offered to residents. Several events were coming up over the holidays. The Lake Doctors Report was included as part of Ms. Hadd's report. There was a better reporting system for Lake Doctors, so nothing was missed. Lake Doctors had been very responsive. Mr. Davis appreciated the continuing expansion of the coverage by Lake Doctors, as well as including a map and table, which were useful. Ms. Weitzel was happy to see *Fun Friday at the Field* come back, as it was well attended. Mr. Masters received a request to move the location of the food trucks to the side of the field or blocking off the parking lot, as they were not doing well in the current location. Ms. Weitzel agreed, as they were moved to the roundabout. Mr. Masters pointed out that they would be moved back to the parking lot, to see if they get better usage. Mr. Leary had no issue with moving them, as long as someone cleaned up the trash. Ms. Weitzel liked seeing the bounce houses and staff wearing their Vesta shirts, but requested that there be lawn games, such as the big Connect 4 and sending out communication to residents for the December events.

E. Field Operations Manager

1. Report

2. Lake Doctors Report

Mr. Masters presented the Field Operations Manager's Report, which was included in the agenda package. Precision Sidewalk Safety started work on the sidewalks today. 2 Men Concrete was supposed to work on five areas but were delayed due to Halloween. They would start in two weeks. He spoke to the Chairman about installing pavers on CDD property at a house at the corner, which used to be a model and Mr. Yuro approved of the work, as long as the vendor did a good job. It was an area that needed to be repaired, as it was in bad shape and would be tied into two paver areas that needed to be re-laid by the soccer field on St. Johns Golf Drive. One light was out on Court 3 on the tennis court, which Beacon Electric would repair after Thanksgiving. They would use leftover parts from prior light repairs. When the Fire Department did an inspection of the facility, they determined that one gate was not sufficient in the fenced in area. He would make phone calls tomorrow, to see what was out there. Mr. Laughlin found it strange that this matter was brought up 20 years later. Mr. Masters pointed out that some properties never had a visit from the Fire Department in six or seven years and then all of sudden showed up for an inspection. Mr. Davis asked if it could have an electric button press. Mr. Masters believed that there must be a different gate design, which had a panic button on the inside;

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however, to run the electric, there must be a new panel and trenching, in order to install the access card reader. He would look into it.

Mr. Masters reported that BrightView was working with the District to get things looking better. Staff was performing weekly ride throughs, to ensure that everyone was on the same page. Mr. Davis questioned whether the CDD was responsible for maintaining the grasses around and in front of electrical facilities, especially by Holes 4 and 5 on Eagle Point Drive, that were encroaching the sidewalk. Mr. Masters would look at it tomorrow and let Mr. Davis know. Mr. Laughlin noted that the electric company owned the land, in some cases and would maintain it. Mr. Masters reported that on-staff maintenance tried to handle items in-house and their maintenance person was an expert with electricity and could handle tasks that an electric company had to be called out for. They were even handling trash pickup, which was an everyday occurrence. Mr. Davis agreed that things were moving in the right direction and appreciated Mr. Masters hard work, as he reached out to Mr. Masters and his staff once a week on the tennis courts. Between the last meeting and this one, he noticed that all of the grasses around the edges of the sidewalk, were dying, but the next week, it was remedied. Mr. Masters noted that this was due to his riding through with BrightView and pointing things out. Mr. Davis felt that it was a significant stride forward and would like to continue this momentum, as prior management allowed maintenance to slide and requested attention to the forest setback on Hampton Crossing Way. Mr. Masters reported that Eagle Point Drive would be mulched in March or April and some communities had a mulch refresh before the holidays, which would only cost a small amount of money. Mr. Leary agreed that it would be a good idea to have mulch at the Stonehedge entrance way, around the holidays. Mr. Masters noted some confusion on what areas should be maintained by BrightView, as Stonehedge was supposed to receive pine straw on one side, but it was not on the map and would work with BrightView to clarify things.

SEVENTH ORDER OF BUSINESS

Future Amenity Capital Improvements

Mr. Laughlin presented a revised list of future capital projects, which was included in the agenda package, with revised language that was provided by Mr. Davis. Mr. Davis noted a typo, which Mr. Laughlin would incorporate and asked if he could provide a short text summary for each project. Mr. Leary was amenable to it. Ms. Weitzel requested an estimated cost of the items *'To Be Determined.'* Mr. Leary agreed, as he was waiting many months to get costs. The amenity

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room enhancement was *'To Be Determined,'* as they were waiting for a cost estimate. Mr. Davis indicated that the tennis enhancement was tabled and would include language for potential future projects. Mr. Leary recalled that the upgrade to fitness equipment, was supposed to be on the agenda when Ms. Hadd was present and there would be an outline of what needed to be upgraded or replaced. Ms. Weitzel questioned whether the playground enhancement and fence around the playground, was a matter of her sitting down with Mr. Masters and contacting vendors. Mr. Masters would walk the area with Ms. Weitzel, take measurements, come up with some recommendations and obtain costs. Ms. Weitzel wanted the *'To Be Determined'* items to have a pricing structure. Mr. Leary requested that each item have a Board Member liaison and that he be appointed the liaison for the amenity room enhancement and upgrade to fitness equipment, Mr. Yuro be appointed as liaison for the pickleball courts, Mr. Davis be appointed liaison for the tennis court and pool area enhancements and Ms. Weitzel be appointed liaison for the playground and fence around the playground. *There was Board consensus for the appointments.*

EIGHTH ORDER OF BUSINESS

Consideration of Easement Request (1049 Meadowview Lane)

Mr. Laughlin presented an Easement Request for 10499 Meadowview Lane, which was included in the agenda package and forwarded to the District Engineer, District Counsel and the Chairman. The request was to build a pool in the District easement. A picture was also provided. It was for a full release of easement for a permanent structure, as opposed to a fence that they could remove. However, the District Engineer recommended denying this request, as the property did not have a drainage structure, there was an underground drainage pipe conveying stormwater across the property and having the pool, would prevent any future repairs to the pipe, as it carried stormwater runoff from the neighboring property. Mr. Haber recommended the Board deny this request. *There was Board consensus to deny this request.* Mr. Leary questioned what communication was required. Mr. Laughlin would reply back to the resident that the Board denied this request. Mr. Davis requested that future agenda packages include additional information for such requests.

NINTH ORDER OF BUSINESS

Discussion of Sidewalk Repair

This item was discussed.

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TENTH ORDER OF BUSINESS**Contracts Reviews/RFPs**

Mr. Laughlin reported that based on the discussion at the last meeting, he reviewed all of the District's agreements and provided a tracker sheet, describing each agreement, who it was with, when it started, how the renewal worked and the ending date. A majority of them had automatic renewals, unless it was cancelled by the Board. Only two agreements did not have an automatic renewal, one for the onsite amenity services, which was for two years with an additional one-year renewal and Landscape Maintenance, which was for three years. At this time, the District needed to go out for Request for Proposals (RFP) for landscape maintenance services for the upcoming year, as it was over a certain threshold. When BrightView was awarded the contract, they were under the threshold. Mr. Haber suggested reaching out to BrightView to see if they would do it under the threshold and if they refused, the District could go out for RFP. Mr. Leary thanked Mr. Laughlin for providing this information, as it was helpful for the Board to know what contracts they had and it was good business practice for the Board to discuss and decide which contracts to consider for formal review.

At the last meeting, Mr. Leary recommended a formal Request for Qualifications (RFQ) for engineering and having the landscaping RFP, sometime next year, as it expired in September, considering athletic field maintenance as a possibility and security, which had not had a formal review for some time. Mr. Laughlin pointed out that security was included on the tracking sheet, due to the recent rate change. Mr. Davis agreed with starting the process for engineering services and recommended including the last renewal date and when they started negotiations, on the tracking sheet. He also suggested having an evergreen process, where this information was provided every three to five years, in order for the current Board and future Boards to succeed and questioned when Matthews started provided engineering services. Mr. Laughlin confirmed that Matthews started in 2016 and would include a column for the start of the first contract. Mr. Davis further recommended undertaking one contract per year and not all at once and going out for proposals every three to five years, such as for the District management contract, as GMS was the management company since 2005. Mr. Leary questioned the engineering services that they needed and whether District Counsel had the documents to go out for RFQ. Mr. Haber confirmed what was typically used, was a straightforward document, informing proposers that the District was looking for District engineering services, which all engineering firms were

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familiar with. With an RFQ, no prices were provided, as it was based on qualifications. The Board would rank the firms based on the most qualified and negotiate a contract with the top ranked firm. If negotiations were unsuccessful, they would go to the second ranked firm.

Mr. Leary questioned whether this was the industry standard. Mr. Haber explained that this process was through the Consultants Competitive Negotiation Act (CCNA), which all units of government must comply with. However, for an ongoing service contract for professional services like architectural, surveying and engineering, if the project cost was below a certain threshold, they did not have to go through the CCNA process and could just request formal proposals from engineering firms, such as for a traffic study that would cost \$10,000. Mr. Leary questioned whether an ongoing contract with Matthews would have to go through the CCNA process and if they should look at engineering and architectural services separately. Mr. Haber explained that an ongoing contract was required to go through the CCNA process, but if Matthews had the expertise to provide architectural services, they would not have to go through the CCNA process, if it was below the threshold. Mr. Leary preferred that the RFQ, include architectural and engineering services. Mr. Westcott reported that the advantage of hiring Matthews, was that they were acquired by DCCM two years ago and had sister firms that had architecture expertise. Mr. Leary questioned what firms provided engineering services in Northeast Florida. Mr. Laughlin indicated that ETM was the largest engineering firm that represented 95% of CDDs in North Florida; however, they stopped working with CDDs. There was currently a list of nine engineers that provided engineering services in North Florida, including Matthews and Yuro & Associates. Mr. Leary wanted to operate as business as usual, when going through this process. Mr. Davis felt that this was a healthy process for the District to go through every three to five years, to ensure that they were getting everything that was available in the marketplace. Mr. Laughlin questioned when the Board wanted to consider proposals. Mr. Leary preferred to receive them in January.

On MOTION by Mr. Leary seconded by Mr. Davis with all in favor soliciting proposals for engineering services through the Request for Qualifications process and considering proposals at the January meeting was approved.
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ELEVENTH ORDER OF BUSINESS**Pool Landscaping**

Mr. Laughlin presented the proposals that Matthews received for the pool landscaping. The proposals from Urban Edge and T.N. Lee Services were higher, as it included hardscape. Mr. Davis requested that staff obtain an updated proposal from Urban Edge, as the one that they provided was outdated. Mr. Leary pointed out that some of the proposals included taxes and asked if everyone submitted proposals based on the same specification. Mr. Westcott indicated that the spreadsheet included outdated or older specifications, but in the last week, the approved plans were sent to the contractors, to provide proposals based off of the approved plans for the pool deck. He contacted 11 companies; one was not interested, four did not respond and six offered to provide proposals. Within the next two weeks, three to four proposals should be submitted. The six firms were Coastal Luxury Outdoors, River Stonework, Hydro Pools & Pavers, Paverscape Pros, iTop Pavers, Quality Remodeling and Smart Pavers. Smart Pavers wanted to perform a site visit and questioned how they can get access. Mr. Laughlin would coordinate the site visit with Mr. Masters. Mr. Davis requested an update at the December meeting and when it was included on the agenda, include a concept design in the agenda package or a link.

- **Amenity Meeting Room Upgrade (*Item 12C*)**

Mr. Davis requested that the amenity room upgrade be considered with the pool landscaping as a discussion item and on the future amenity capital improvement list. One suggestion was to knock down one wall by 6 to 8 feet and install windows. Mr. Leary hoped to have a number of proposals to review. Mr. Westcott reported that they were trying to coordinate the amenity meeting room upgrade with their sister firms but had nothing new to report at this time. Mr. Leary recalled that the architect from Matthews, who was working on the concept plans for this project, left the company. The Board was looking at Option 3, to move back the wall and include an extension. A full cost estimate from Matthews was requested by the Board and if the cost was acceptable, they would continue to explore this project. No progress was made at this point.

TWELFTH ORDER OF BUSINESS**Discussion Items****A. Bulk Head Repair (1929 Glenfield Crossing Ct.)**

Mr. Westcott apologized for not attending the meeting in person, but he was in a car accident last night. For the bulkhead, they were waiting for an additional proposal for the 25-foot

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section that would be repaired, but at this time, they had proposals from Barefoot Marine Construction (Barefoot) in the amount of \$13,640 and C&H Marine (C&H) in the amount of \$16,113. Mr. Laughlin pointed out that the proposal from Barefoot included moving the fence and repairing turf and irrigation. Mr. Westcott confirmed that fence repair, irrigation, clearing trees and shrubs and installing sod, were included in Barefoot's proposal, but not a temporary construction fence, whereas C&H included none of these items. Mr. Davis questioned whether both Barefoot and C&H used the same materials for the 25-foot repair and if they would be replacing the 25-foot bulkhead or building in front of it. Mr. Westcott explained that the same type of material was being used to match the existing bulkhead. They would be building in front of it, tying in the new section, that was approximately a foot and a half and back filling it into the new structurally sound wall. If the existing wall was demolished, it could create erosion and cause more damage than necessary, which was why the Water Management District was amenable to the 25-foot repair, to mitigate those losses and possible failures. Barefoot was extremely responsive, professional and responsive. Mr. Leary questioned whether Mr. Westcott worked with Barefoot on similar projects. Mr. Westcott stated that DCCM typically did not work with bulkheads, but recommended awarding the contract to Barefoot, as they understood the project and provided the best way to perform the work in the most cost-effective way. Mr. and Mrs. Ralph Darling of 1929 Glenfield Crossing were acceptable to the repair.

On MOTION by Mr. Leary seconded by Ms. Weitzel with all in favor the proposal from Barefoot Marine to repair a 25-foot section of bulkhead at 1929 Glenfield Crossing Court in the amount of \$13,640 was approved.

B. 420 St. Johns Golf Drive Control Structure Washout

Mr. Laughlin reported that two proposals were received for the 420 St. Johns Golf Drive control structure washout; one from Duck Duck Rooter in the amount of \$2,638, to clean out the pipes and the other from Atlantic Pipe Services (APS) in the amount of \$5,680, to clean it out and install a camera. Mr. Yuro believed that putting a camera in the pipes was important, as the clog could be pushed further down. Mr. Davis questioned whether Mr. Westcott believed that cleaning out the pipes and installing a camera would solve the problem. Mr. Westcott believed that doing both would resolve it, but it depends on the extent of the clog. Ms. Weitzel was in

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favor of the APS proposal, as it included the camera, material, labor, equipment and mobilization. Mr. Laughlin pointed that Duck Duck Rooter did residential work, compared to APS, which did commercial pipeline cleaning and inspection services. Mr. Westcott recommended going the commercial route. Mr. Davis was in favor of the APS proposal. Ms. Weitzel agreed, as she preferred to have that peace of mind and the video.

On MOTION by Ms. Weitzel seconded by Mr. Davis with all in favor the proposal from Atlantic Pipe Services to clear and camera the pipes leading to the control structure at 420 St. Johns Golf Drive in the amount of \$5,280 was approved.

C. Amenity Meeting Room Upgrade

This item was discussed.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2023 Audit Report

Mr. Laughlin presented the Fiscal Year 2023 Audit Report, which was a clean audit as the financial statements presented fairly in all material respects, the financial position of the governmental activities in each major fund of the District as of September 30, 2023, no deficiencies were identified in internal control that they consider to be material weaknesses and the District complied in all material respects with all requirements.

On MOTION by Mr. Leary seconded by Ms. Weitzel with all in favor the Fiscal Year 2023 Audit Report was accepted.

FOURTEENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Leary requested discussion on the splash pad and the next steps. At a prior meeting, he asked Mr. Laughlin to compile information on the amount spent on repairing the splash pad. Some information was provided by Mr. Laughlin this week, but he requested further information. The original agreement was with Crown Pools, which he asked Mr. Laughlin to review, to provide history on what the agreement entailed, the issues that occurred, the actions taken and costs involved. In addition, he requested minutes from meetings held around that time, to understand what occurred with the splash pad. Mr. Leary researched Crown Pools and

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encouraged the Board Members to do the same. They signed an agreement with Fleming Island for a \$500,000 pool project and within that agreement, Sampson Creek was listed in the references, as one of the nine splash pads that they completed, which was interesting, because they had nothing but issues. Mr. Laughlin noted that they were one of the biggest pool companies in North Florida for new construction. Mr. Leary wanted to have Crown Pools meet with the Board, to discuss the issues with the splash pad, as well as consider the steps, in order to have it open by Spring Break. Ms. Weitzel questioned what legal action the Board had, since the splash pad was not installed appropriately. Mr. Haber believed that they were limited, based on the amount of time that transpired. Mr. Leary pointed out that they were continuing to build splash pads and wanted to know what they were doing differently in those communities, versus this one. Mr. Laughlin would contact Crown Pools and see if they were amenable to attending a meeting. Mr. Davis was in favor having them come out and look at the issues, to see how they would resolve it.

Ms. Weitzel recalled that Soft Crete was responsible for installing the EPDM rubber, which failed and wanted to hear from them, as she was concerned about the toxicity and whether they completed toxicology testing that was approved by FDOH and knew that their splash pad had chemically treated water and the issues it would cause. Mr. Davis questioned the original surface. Mr. Laughlin indicated that it was concrete, with a tough coat on top of it. Ms. Weitzel requested a timeline. Mr. Laughlin had an email chain between prior staff and Crown Pools in 2018, where a payment was withheld until they repaired cracks, which Crown Pools tried to fix, but could not find where they were charged for the crack repair. Mr. Haber recalled the issues with the cracks and the Board trying to address them. Mr. Laughlin pointed out that Ultra Rough Manufacturing covered the cracks in January of 2019. Mr. Davis requested that Crown Pools and Soft Crete speak to the Board at the December meeting and at the January meeting, they could approve the repair. Mr. Laughlin would contact them and check their availability. Mr. Leary requested that Mr. Laughlin send to the Board, a summary of what he was requesting, prior to the next meeting. Mr. Davis questioned the status of the repair of sinkhole on Hole #7. Mr. Laughlin indicated that it was placed on hold, as the golf course was closing to re-do the greens. Mr. Davis questioned whether there was any liability by not repairing the sinkhole. Mr. Laughlin pointed out that the hole was being filled. Mr. Haber indicated that the liability was with the golf course and not the CDD and with the hole being filled, there was no liability. Ms. Weitzel questioned

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when Mr. Ben Pasquith was leaving. Mr. Masters confirmed that Mr. Pasquith was taking a position with a golf course in South Carolina and leaving in the next couple of weeks. Mr. Davis requested that someone find out whether the CDD owned property on Hampton Cross Way, where the forest needed to be pushed back five feet. Mr. Laughlin would look into it.

FIFTEENTH ORDER OF BUSINESS

Public Comments

There being no comments, the next item followed.

SIXTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the October 17, 2024 Meeting**
- B. Balance Sheet as of October 31, 2024 and Statement of Revenues & Expenditures for the Period Ending October 31, 2024**
- C. Check Register**

Mr. Laughlin presented the Minutes of the October 17, 2024 Meeting, Balance Sheet and Statement of Revenues and Expenditures for the Period Ending October 31, 2024 and Check Register for November 21, 2024 in the amount of \$81,944.85.

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

SEVENTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – December 19, 2024 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room

Mr. Laughlin stated that the next meeting was scheduled for December 19, 2024 at 6:00 p.m. at this location.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

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

Signed by:

Daniel Laughlin

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Secretary/Assistant Secretary

Signed by:

Mike Yuro

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Chairman/Vice Chairman