

**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 16, 2025** 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	Assistant Secretary
Lori Weitzel	Assistant Secretary

Also present were:

Daniel Laughlin	GMS
Wes Haber <i>(via phone)</i>	Kutak Rock, LLP
John Westcott	Matthews Design Group
Haley Hadd	Vesta Property Services
Jim Masters	Vesta Property Services
Jason Davidson	Vesta Property Services
Daniel Bauman	Brightview
Gonzalo Castellon	BrightView
Residents	

*The following is a summary of the actions taken at the January 16, 2025 regular meeting of the Board of Supervisors of the Sampson Creek Community Development District.*

**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 Lisa Murman of 935 Eagle Point Drive requested that the Board consider the purpose and need for amenity meeting room enhancement, revisit having multi-purpose tennis

January 16, 2025

Sampson Creek CDD

courts for pickleball and that a survey be taken in the neighborhood to see what residents were interested in spending their money on and offered her assistance.

### **THIRD ORDER OF BUSINESS**

#### **Organizational Matters**

##### **A. Consideration of Appointing a New Supervisor to Seat 2 (11/2028)**

Mr. Laughlin indicated that two resumes were received, but one withdrew theirs. The one remaining resume was from Ms. Erika Folterman. She was planning on attending the meeting, but today was her birthday. If the Board wanted to appoint her to the Board, Mr. Laughlin would provide her the oath of office before the next meeting or staff could send another e-blast, to see if there were any additional resumes. Mr. Yuro preferred to accept it, since an e-blast was already sent. Ms. Weitzel was hesitant about appointing Ms. Folterman to the Board, as Ms. Folterman had written letters to the St. John's County School District about changing the bus stop, as kids were running all over her lawn and tried join the HOA Board and the Covenant Committees, but they received nasty letters from her. Ms. Weitzel preferred to send out another e-blast and requested that Ms. Folterman attend the next meeting to address these concerns. Mr. Yuro did not see an urgency to make an appointment, since there were enough Supervisors for a quorum. Mr. Davis was in favor of tabling the appointment of a Supervisor for 30 days and sending out another e-blast. Mr. Leary agreed to defer, as he had some questions for Ms. Folterman or any other candidate, before they joined the Board. There was Board consensus to table these items were tabled until the next meeting. Mr. Laughlin would send out an e-blast tomorrow and another one in a couple of weeks.

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

##### **C. Consideration of Resolution 2025-03, Designating Officers**

These items were tabled to the next meeting.

### **FOURTH ORDER OF BUSINESS**

#### **Amenities Booking Request**

Ms. Hadd received a request on Monday from the Beachside High School Men's Team, for the same request that was made by the Beachside Women's Team, to reserve two courts on Monday from 7:00 a.m. to 9:00 a.m. There are no conflicts and the tennis courts were empty at this day and time. Mr. Yuro had no objection to them using them, since the school was a part their community and the courts were available, if it did not impact play. Ms. Hadd pointed out 10

January 16, 2025

Sampson Creek CDD

to 12 boys were on the Beachside Men's Team, was 10 to 12 boys, with six or seven living in the community. Ms. Weitzel recalled that this would not be a yearly request from Beachside, as their tennis courts were being re-done. Mr. Davis was concerned about overcrowding on the tennis courts, but since it seemed to be working out, he was in favor of approving this request.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor the request from the Beachside High School Men's Team for use of the tennis courts from 7:00 a.m. to 9:00 a.m. on Monday mornings by the boy's tennis team was approved.

## **FIFTH 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. On January 13<sup>th</sup>, hedges around the tennis court area, would be trimmed.
2. The crew was doing a good job managing the weed pressure from around the amenities.
3. There were some wood-line cuts throughout the property.
4. The crew started to remove the first of this year's leaf drop from around the front of the basketball courts, as part of their Winter tasks.
5. Winter flowers were installed and doing well.
6. The crew did a great job pruning hedges in front of the soccer field.
7. The crew completed one of their Winter tasks of cutting back the ornamental greases, but there was concern about some in the shaded areas throughout the community, not thriving.
8. There was a washout out front that was created by a mainline break. It was scheduled for backfilling within the next two weeks.
9. The crew removed the tall weeds from around the junction boxes, during the holidays and sprayed the pine straw areas with an herbicide.

Mr. Yuro questioned the delay with the washout at the pond up front, as it occurred 45 days ago and was affecting the stormwater treatment. Mr. Bauman confirmed that there was a

January 16, 2025

Sampson Creek CDD

disconnect between him and Mr. Masters to revise the proposal to add soil and sod, but they would get that taken care of. Mr. Yuro requested that it be compacted well, so it did not washout with the next rain. Mr. Davis requested that BrightView blow the wood line at 1050 Eagle Point Drive, as leaves and pine needles were covering the sidewalk and asked if the wood line on Hampton Crossing was cut. Mr. Bauman reported that they were only able to get as far as the soccer field, but they started cutting back the wood line on Glenfield Crossing. Mr. Davis questioned how far back the woods should go on Glenfield and Hampton Crossing on the non-sidewalk side of the street. Mr. Masters indicated that they were trying to shear back vines that were encroaching, so they would not choke trees, but some wood lines were close to those trees. They were taking a visual line, to see if it worked and trying to stay under 3 inches of diameter. Mr. Leary noticed that the flower beds were undersized at the entranceways and the colors were not the same and that Mr. Jason Davidson of Vesta, who he had landscaping experience, look at some of the entranceways and provide input. Mr. Leary had been requesting the Landscaping Quality Assurance Plan Checklist for one year and still had not received it. This time last year, he requested looking into sod replacements for the Spring and bidding it out in bulk, to get the best possible price. Mr. Leary recalled that there were monthly irrigation checks, but the irrigation on St. Johns Golf Drive by the soccer field, was out for six or seven weeks and asked if BrightView was checking timers in each common area.

Mr. Bauman introduced Mr. Gonzalo Castellon, their Irrigation Manager, who confirmed that they were performing monthly inspections; however, in the last couple of months, there were several mainline breaks and they were unable to perform irrigation checks. Next week, a tech was scheduled to perform an inspection and he would go zone by zone with a tech, to ensure that everything was reported in the right way. When there were mainline breaks, it takes longer to repair them, because it takes half of a day to a full day for it to drain out. On January 2<sup>nd</sup>, they attempted to repair a lateral line, that had a valve box that was crushed in, but it was leaking. Mr. Leary recalled that the timer was turned off, wondered if they needed to change the schedule and would like for BrightView to start performing irrigation checks. Regarding the flower count, Mr. Bauman confirmed that did rearrange some of the flowers and added sod and mulch to some of the beds, so they did not look exactly the same, but would verify the count. Mr. Masters felt that the biggest area that needed attention, was at the Leo Maguire Parkway and St. Johns Golf Drive entrance and requested that BrightView see what they could do to increase the size. Mr. Yuro

January 16, 2025

Sampson Creek CDD

recalled some BrightView proposals that were supposed to be on the agenda, but were removed, one of which was for sod in the area between Holes 4 and 5. Mr. Bauman confirmed that the work was completed. Mr. Masters pointed out that St. Augustine grass would be used up front and any sod that was leftover, would be used to extend this area.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being no comments, the next item followed.

#### **B. Engineer**

Mr. Davis asked if there were any updates on the bulkhead. Mr. Westcott indicated that he was waiting to hear back from Barefoot Marine Construction on when they would start the work. Mr. Yuro assumed that they were putting it on their schedule. Mr. Davis questioned the status of the repair of the sinkhole on Hole #7. Mr. Yuro stated they were waiting until the golf course was closed to re-do the greens, but noticed that the golf course filled it in, sodded over it and removed the ropes. It looked fine for right now.

#### **C. Manager**

There being no comments, the next item followed.

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

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

##### **2. Lake Doctors Report**

Ms. Hadd presented the General Manager and Lake Doctors Reports, which were included in the agenda package. Mr. Davis commented that the Polar Plunge was a great event. Ms. Weitzel asked if all of the lights were taken down. Ms. Hadd confirmed that the lights were taken down on Monday.

##### **3. Proposals to Replace Dumbbell Weights**

Ms. Hadd presented a breakdown of purchasing options for new dumbbells in the Gym, which was included in the agenda package. It was for one small area of the Gym, where it was the easiest to install dumbbells in and would make a big impact. There were proposals from Techogym in the amount of \$11,091.04 and Commercial Fitness in the amount of \$7,932.97, but

January 16, 2025

Sampson Creek CDD

it did not include shipping. An additional proposal was received from Dumbbells Direct in the amount of \$11,295.34, for 30 pairs of dumbbells, ranging from 5 to 55 lbs. and 60 to 95 lbs. There was also a proposal for racks, as the current ones were eating away the edges of the dumbbells and when placed on the floor, they caused holes on the edge of the wall. The saddle rack was the best rack, because each dumbbell would have its own area to be placed in and would not be on the floor. Ms. Weitzel asked if the proposal from Technogym included a saddle rack. Ms. Hadd indicated that Technogym had half saddle racks, but Dumbbells Direct provided a complete saddle rack. Mr. Davis questioned Ms. Hadd's recommendation. Ms. Hadd recommended Dumbbells Direct, as they were a retailer of Troy dumbbells, which she used at Julington Creek Plantation. They were urethane dumbbells, which were stronger than rubber. The dumbbells could be installed by the next Board meeting, depending on the shipping time. Mr. Leary questioned the warranty. Ms. Hadd stated there was a one-year warranty for the racks and a five-year warranty on the dumbbells.

On MOTION by Ms. Weitzel seconded by Mr. Yuro with all in favor the proposal with Dumbbells Direct to replace the dumbbell weights in the Gym in the amount of \$11,205.34 was approved.

Ms. Hadd questioned what the Board wanted to do with the current dumbbells. In the past, she donated them to the local Fire Department, but some residents asked for them. Mr. Yuro preferred that Ms. Hadd contact the Fire Department or local schools. Mr. Laughlin asked if there needed to be a surplus resolution to donate the dumbbells. Mr. Haber did not see the need for one, given the relatively low value, but requested that someone acknowledge receipt of them, accept them as-is and waive any and all claims or rights that they had against the CDD.

#### **4. Proposals for Pool Area Gate Exit Bars, Playground Fencing and Main Entrance Security Gate**

Ms. Hadd presented proposals from Hardwick Fence Co. (Hardwick) and Masters Quality Fence (Masters) for the playground fencing, security gate at the main entrance and access gate at the splash pad, which were included in the agenda package. They were forwarded to the Fire Inspector, who required that a panic bar be installed on the front gate and that one of the two gates be designated an emergency exit. Mr. Laughlin asked if they would only have to

January 16, 2025

Sampson Creek CDD

install a crash bar at the splash pad. Ms. Hadd confirmed the access gate was not needed, which would cut the price in half. Mr. Yuro understood that they would only need security at the front gate and main entrance, which would be approximately \$5,000 and one more gate at the splash pad, which was \$5,000 for a single gate and questioned whether power was needed for an alarm. Mr. Masters confirmed that the one for the splash pad would not need one, but there must be power at the front gate, which would be hooked up by the access control company, to work in conjunction with the crash bar, but it was not needed at the back gate. Mr. Davis asked if the crash bar would disengage the magnet and open the gate. Ms. Hadd had asked this question to the access control company but had not heard back. Mr. Yuro questioned whether there was any other method other than the crash bar, such as a lever handle. Mr. Masters indicated that the back gate by the splash pad was 6 feet, requiring the fence to be cut to make the gate smaller, so no one could stick their arms through and push the bar.

Mr. Masters reported that the price for the gates had increased significantly, but he worked with Hardwick several times over the past five years and found them to provide good quality work. His son owned Masters Quality Fence, but he only provided their proposal for comparison purposes, as this company would be a conflict of interest for him. He recommended Hardwick, as Masters Quality Fence was over \$1,000 more and he did not believe they would find anything lower. Mr. Davis asked if they would be replacing the gate at the front entrance and splash pad exit. Mr. Masters explained that Hardwick would build an entirely new gate and the hardware for the crash bars. Mr. Yuro asked if there was a mandate from the Fire Marshall on when this work needed to be completed by. Ms. Hadd indicated that as long as plans were in motion, the Fire Marshall had no issues with it. Ms. Weitzel was in favor of proceeding, as the work needed to be done and the price was fair. Mr. Davis wanted to ensure that the security access part of it was worked out. Ms. Hadd pointed out when the fence was installed, the crash bar could be turned off until the access company was able to come out, but the push button would still be operational. Mr. Laughlin questioned the time it takes for the fabrication of the fence. Mr. Masters confirmed that it would take two to two and a half weeks. Ms. Weitzel preferred to install it prior to the swim season. Ms. Hadd reached out to Jax Sound to see if they could install the electrical components and was waiting to hear back from them. Mr. Davis questioned the difference between an electric exit versus crash bar and if it would override the electric. Ms. Hadd indicated that the crash bar would override the gate. Mr. Laughlin pointed out

January 16, 2025

Sampson Creek CDD

that the crash bar could be locked so it did not deactivate anything. Mr. Davis was fine with it, as long as the gate was locked from the outside, but did not understand why they needed to have a push button to get out. Mr. Masters was not 100% sure that they needed it; however, it as an electrical component that only the access control company would handle. Mr. Yuro asked if Mr. Masters was certain that the crash bar and gate would work together. Mr. Masters was not concerned that it would be a mismatch, but the access control company needed to work with the Hardwick on the best way to install it.

Mr. Davis preferred to wait another month before taking action on the security gates. Mr. Yuro agreed, in case the fence company said another type of mechanism to communicate was needed. Mr. Laughlin suggested approving it subject to confirming that there were no issues, but if there was an issue, it would be brought back to the Board. Mr. Davis did not see any urgency and preferred to wait until February. *There was Board consensus to table the proposal for the security gates.* Mr. Yuro was not convinced that \$13,000 was a good price for the playground fencing, when they had not had one for 25 years. Ms. Weitzel agreed, but it was something that was needed, due to an increase in electric scooters and bikes. Mr. Leary further agreed but felt that there needed to be other methods to slow traffic down, such as speed humps. Mr. Davis wanted to ensure that the community was well aware that they were going to do it before the work commenced and recommended using the communication tools that they had, to circulate the proposal or the concept, for residents to comment on it. Mr. Yuro did not think it was a bad idea, as it would keep his grandkids from running out onto the cart path, but questioned whether it would provide access control. Ms. Hadd confirmed that it would not have access control and would be similar to the type of gate around the splash pad. Mr. Yuro asked if it would require a crash bar, like in the pool area. Mr. Masters did not see any requirements for a crash bar, as it would not be electronically controlled. Mr. Leary suggested installing a speed hump opposite the playground to slow traffic down. Ms. Weitzel liked the idea, due to the increase in golf carts and electric scooters. Mr. Laughlin would contact the insurance company, but voiced concern that installing a speed bump on a walking path was a trip hazard. Mr. Yuro indicated it must meet ADA standards. Mr. Haber advised that anything that anything the District does, had the potential to increase liability, but if the Board made a legislative decision and painted it yellow, the District would have the benefit of sovereign immunity, if someone injured themselves on the speed bump and sued the District.



January 16, 2025

Sampson Creek CDD

Mr. Yuro was in favor of fencing the playground, if there was sufficient funding in the budget, but not installing a speed bump, as people would go around it and it was being used by golf course maintenance. Mr. Laughlin confirmed that it would be a capital expenditure. Mr. Davis asked if the fence on the St. Johns Golf Drive side, was far enough from the cart path. Mr. Masters stated that there was more room closer to the pool fence, but they would take the fence as far as they could, so there would not be a clearance problem with the path. Mr. Davis was in favor of having a fence with gates but preferred to have access on all three sides. Mr. Masters pointed out if the Board approved the fence, they would look at this area and suggested that each Board Member do the same, so everyone was in agreement on the best location. Mr. Davis wanted to inform residents that they were going to make this change, because it would be a visible change to those that used the playground, by utilizing their communication tools or placing colored flags between now and the next meeting, showing where the fence would be installed. Mr. Laughlin recommended sending an e-blast, informing residents that this item would be discussed at the February meeting. Ms. Weitzel requested that it be sent out between now and the next meeting, so that in February, the Board could vote on all three proposals. Mr. Masters clarified that only one gate was in question, because the other two gates would be tied into the sidewalk leading into the playground. There was Board consensus to table the proposals and include on the February agenda and for staff to send an e-blast to residents.

#### **5. Proposal for Junction Box Installation**

Ms. Hadd presented a proposal from Beacon Electrical for the installation of a junction box at the top of a light pole at the basketball court in the amount of \$759, which was included in the agenda package. There was only one proposal, because Beacon was familiar with the pole that had the camera. It was originally going to be over \$1,000, because they were going to mount it on something separate at the bottom of the pole, but after speaking to Jax Sound, who was installing the cameras, they confirmed that it could be mounted at the top, closer to the camera, which decreased the cost significantly. This would allow them to include all components for the camera, in the junction box.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor the proposal with Beacon Electrical for the installation of a junction box in the amount of \$759 was approved.
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January 16, 2025

Sampson Creek CDD

**E. Field Operations Manager****1. Report**

Mr. Masters presented the Field Operations Manager's Report, which was included in the agenda package. The first General Manager was Mr. Douglas Macke, who was tragically killed in a car accident, which left them with a void to fill. As a result, the 20-hour maintenance person was increased to 40 hours for two months, while Vesta searched for a replacement. Ultimately, they decided to fill the position with someone from within Vesta, Ms. Hadd, who had a wealth of knowledge on the amenity side. He stayed to assist Mr. Macke getting up to speed with Vesta and to assist Ms. Hadd on the field operations side. They were currently at the point where Mr. Masters felt that he was no longer needed but would still assist Ms. Hadd in any way that he could, as his office was down the road. Mr. Jason Davidson would serve as Regional Manager, in the place of Mr. Fagen and with Ms. Hadd, would attend future meetings and include the General Manager and Field Operations Reports, in one report. The General Manager would be onsite, providing maintenance for 20 hours and be in the office for 24 hours. In response to Mr. Leary's question, Mr. Davidson confirmed that he was involved with five communities, representing large contracts such as Fleming Island Plantation and this was his sixth week. He looked forward to working with the community and fulfilling Vesta's contractual obligations. Ms. Weitzel thanked Mr. Masters for all of his hard work and stepping in when Mr. Macke passed away, to help the community to continue to run smoothly. Mr. Leary agreed, as people were not lining up at the door to attend this meeting, which was a good sign.

**SEVENTH ORDER OF BUSINESS****Update on Request for Qualifications for Engineering Services**

Mr. Laughlin reported that the Request for Qualifications (RFQ) for engineering was published in the newspaper, sent to seven different firms and was included in the agenda package. There were no responses, but two firms emailed him with questions, which were included in the agenda package. Mr. Yuro was not surprised that there were no responses, as this was a smaller community and there was not much work and was in favor of remaining with the current District Engineer, Matthews. Mr. Leary questioned why Matthews submitted an RFQ. Mr. Westcott believed that it was an oversight. Mr. Davis thanked Mr. Leary for bringing up this matter, but since there were no problems with Matthews, he had no problem continuing with

January 16, 2025

Sampson Creek CDD

them. However, once or twice a year, he wanted each contract to go out for bids, to ensure that they received the best services. Mr. Leary felt that they needed to have good practices, in order for them to efficiently spend their money. Mr. Davis pointed out that they could always re-bid it in the future, when engineering firms were taking on new clients. Mr. Leary asked if they could execute no bid contracts. Mr. Haber pointed out that the District could always hire an engineering firm for a specific project.

**EIGHTH ORDER OF BUSINESS****Consideration of Proposals for Splash Pad Surface****A. AquaFlex****B. Soft Crete** *(to be provided under separate cover)*

Ms. Hadd presented a proposal from AquaFlex for the splash pad surface in the amount of \$36,083, which was included in the agenda package. Soft Crete only partially answered her questions. She asked if they could do better than their original proposal but did not receive this information in time for this meeting. In addition, the sealer that they mentioned on their website and in person, was for harmful UV rays, which was similar to what AquaFlex provided and would make the surface nonpermeable. They provided samples, which she presented to the Board. Mr. Davis asked if Ms. Hadd spoke to Ms. Nikki Mejia of Specialty Services. Ms. Hadd indicated that Ms. Mejia sent her a brochure, which was included in the agenda package, along with pictures and references of their completed work. Two of the references stated that they had no problems with the AquaFlex. Mr. Yuro noted that the products were similar in nature, but voiced concern about pebbles clogging their filter and asked if it was holding up well due to the sealer that was on top of it or if it was a different product. Ms. Hadd did not know if the sealer stopped it from failing or the work that they did before laying down the product, but it was a different product than what Soft Crete provided. Ms. Weitzel recalled Ms. Mejia saying that it was not meant for a splash pad surface. Mr. Laughlin also recalled her saying that it would have to be maintained every few years or the product would break down. Mr. Leary pointed out that a sock could be placed into the filter system, to prevent erosion and pebbles.

Ms. Weitzel questioned Soft Crete's proposal and if the Department of Health no longer required toxicology testing. Ms. Hadd confirmed that the total amount from Soft Crete, after they covered the labor, was \$9,240. Mr. Leary questioned the \$4,829 option from AquaFlex. Ms. Hadd explained that AquaFlex guaranteed the surface for 10 years, if a deep cleaning and binder

January 16, 2025

Sampson Creek CDD

roll coat was performed every three years for \$4,829. However, Ms. Mejia was amenable to the CDD paying for two cleanings up front and then scheduling another in three years. Mr. Davis pointed out that the total price would decrease to \$30,000. Mr. Leary preferred AquaFlex, as they installed 1,000 splash pads in Florida versus Soft Crete, who only installed 10 splash pads, mostly in Canada and two in Florida and seeking a refund from Soft Crete for \$7,000 for the original splash pad installation. With the refund, the District would pay \$24,000 for the surface. Mr. Davis agreed and requested that the work start in February, so it was completed in time for the pool season. Mr. Yuro felt that they needed to do something and wanted a surface that would be best suited for the splash pad but would defer to the company that installed 1,000 of them, to get the job done right and also wanted to ensure that the binder coat was included as part of the initial installation. Ms. Hadd confirmed that it was included and the \$4,829 was for maintenance. Mr. Yuro preferred to pay for the deep cleaning when they needed it.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor the proposal with AquaFlex for the splash pad surface in the amount of \$36,083 with the removal of the \$4,829 for the deep cleanings was approved.

On MOTION by Mr. Davis seconded by Mr. Leary with all in favor authorization for District Counsel to send a letter to Soft Crete to recover a refund of \$7,000 for the original splash pad installation was approved.

## **NINTH ORDER OF BUSINESS**

### **Future Amenity Capital Improvements**

Mr. Laughlin presented the future capital projects list, which was included in the agenda package and included the amenity meeting room enhancement, pool area enhancement, pickleball courts, tennis court enhancement, playground enhancement, fence around playground and upgrade to fitness equipment. Mr. Yuro requested that Mr. Leary discuss why the amenity meeting room enhancement was discussed in the first place. Mr. Leary felt that this room, was not competitive to other communities in this area, to hold events, as it was originally a Gym and preferred having a room like South Hampton. Ms. Laughlin pointed out that pictures of South Hampton's room, was included in the agenda package. Mr. Leary proposed that the amenity meeting room enhancement be completed in conjunction with the pool area enhancement, as they

January 16, 2025

Sampson Creek CDD

would be a huge asset and provide great value to the community. Mr. Davis believed that there was no urgency on this project and the purpose of having a list of future capital projects, was to encourage conversation. Pickleball was included, due to prior discussion. The amenity meeting room enhancement was to convert a room that was accidentally a Gym, into a formal meeting room. The pool area enhancement was to upgrade the upper pool, which was originally part of the project to convert the splash pad. Mr. Davis felt that the Board discussed all of the options on where to put the pickleball courts, the method of installation and the affect that the sound would have on residents. At this time, there was no decision to proceed, as it was contemplated, but there was discussion about painting additional lines on the tennis courts; however, this would impede with the Ladies teams participating in tournaments. Mr. Davis encouraged anyone who was interested in future development of all of their amenities, to come before the Board and provide comments.

Mr. Leary recalled proposing at the last meeting, that it would be good to start the year with a discussion on how to prioritize these projects to spend the \$550,000 of bond money. Mr. Laughlin confirmed that there was \$565,000 in bond funds. Mr. Leary pointed out that there were upcoming projects like sidewalks, splash pad, bulkhead and fencing that they should use some of the bond funds for. They could use the entire \$565,000 on the amenity meeting room enhancement, as it would cost \$400,000 plus design fees or using it for two projects, such as the pool area enhancement and for a standalone facility for pickleball. Mr. Laughlin pointed out that this was only an estimate from Urban Edge, who prepared plans in the past. Regarding the upgrade to the fitness equipment, Mr. Leary recommended leasing it, to help manage their cashflow. Ms. Weitzel noted that the playground enhancement was an existing structure that needed to be maintained, because the wood was not in good shape. The fitness equipment also needed to be maintained. Regarding pickleball, Ms. Weitzel recalled that every resident of Brookhaven attended the meeting where it was discussed, voicing their concerns, which were valid. Only one or two people were in favor of pickleball. Mr. Yuro pointed out that the challenge with pickleball, was finding a location, because even if lines were painted on the tennis courts, it would be within 600 feet of homes in the cul-de-sac. Mr. Leary recalled that the cemetery option was the only one within the vicinity of the Amenity Center, which an acoustical engineer gave clearance to. Mr. Davis liked the idea of upgrading the amenity room and

January 16, 2025

Sampson Creek CDD

enhancing the upper pool deck and as they get closer to obtaining proposals and selecting one, he hoped to circulate it out, so residents had a chance to comment on it.

Mr. Yuro suggested improving the room at a more economical price, such as re-doing the floors, installing new windows and raising the ceiling, as the size of the room was comparable to other Amenity Centers and utilizing half of the \$565,000 for the amenity meeting room enhancement and half for the pool area enhancement. Ms. Weitzel reminded the Board that Summer Camp used the room and there was nowhere else for them to go. Mr. Yuro suggested building a storage area for the tables and cubbies. Ms. Weitzel wanted the kitchen to be upgraded. Mr. Leary agreed that they should look at options and preferred to use the room at South Hampton as a benchmark. Mr. Masters questioned how far Matthews wanted to pull the wall out. Mr. Laughlin confirmed that it was currently 880 square feet and the plan was to add 500 square feet. Mr. Leary agreed with raising the ceiling, as it would provide a different look. Mr. Davis asked if there was a diagram to re-do the floors, install new windows and raise the ceiling. Mr. Yuro recalled three different options in various degrees of expansion. Ms. Weitzel liked the idea of tying it into the pool area enhancement. Mr. Masters suggested installing a door in the Amenity Center room with a door leading to a deck that would be open. Mr. Davis felt that they should concentrate on offering storage, a raised ceiling, windows and a patio. Mr. Laughlin recalled that Option 1, was to add windows, Option 2 was to add 200 square feet and the Board selected Option 3. *After further discussion ensued, there was Board consensus for Mr. Leary to obtain ideas from the architect for amenity room and the upper pool deck enhancements as discussed.* Mr. Davis requested that Items 9, 11 and 12 on the agenda, not be separate items and be listed under Item 9, as Items A and B. Mr. Laughlin would include it on future agendas.

## **TENTH ORDER OF BUSINESS**

### **Discussion of Sidewalk Repair**

Ms. Hadd reported that the residents in front of the cul-de-sac on Stonebridge Path Court, off of St. Johns Golf Drive, wanted to have the pavers repaired, versus replacing with sod. Mr. Davis agreed, as it was the only way that residents could remain in the cul-de-sac, verses walking on St. Johns Golf Drive. Mr. Masters obtained a proposal from 2 Men Concrete in the amount of \$3,200, to pull the pavers up in bad areas, cut out tree roots, place some gravel and re-install the pavers. They leveled the pavers leading up to the soccer field. Mr. Yuro noted that they did a good job. Mr. Yuro felt that it needed to be done, as it was a hazard.

January 16, 2025

Sampson Creek CDD

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the proposal from 2 Men Concrete to level pavers on St. Johns Golf Drive near the Amenity Center in the amount of \$3,200 was approved.

Mr. Masters recalled that the CDD hired Precision Sidewalk Safety (Precision) to grind sidewalks and spent \$20,000 for two applications. The work was completed in increments. At a prior meeting, Precision was asked to complete the rest of the neighborhood and to only identify areas that were 1 inch and above to 2 inches. They provided a cost of \$30,000 to repair 143 areas. 2 Men Concrete was replacing the slabs. There were 12 to 15 more slabs that needed to be replaced. Mr. Yuro was in favor of Precision's proposal, as \$30,000 for 143 areas, equated to \$210 per area, versus \$500 per area in the past, since they were tripping hazards and residents were getting injured. Mr. Leary agreed, as their work looked good and was effective. Mr. Masters pointed out that Precision provided price points for the grinding of sidewalks. They were currently at the \$29,000 price point, which would increase in three months, but would work with the Board to do it in increments of \$10,000. Mr. Yuro did not think that they needed to space it out for cashflow purposes, as they had the funds and the work needed to be done and recommended approving the proposal. Mr. Laughlin suggested that the Board approve a not-to-exceed amount, as they provided a range of \$29,000 to \$31,665. Mr. Yuro preferred approving \$31,665.

On MOTION by Ms. Weitzel seconded by Mr. Yuro with all in favor authorizing an amount not-to-exceed \$31,665 for Precision Sidewalk Safety to repair 143 areas of severely raised sidewalk panels of 1 to 2 inches was approved.

Mr. Laughlin asked if the Board wanted to pay for this expenditure out of the capital or bond funds. Mr. Leary preferred that it be paid out of the capital reserve, as there was currently a balance of \$156,000, but that would increase to \$356,000, as \$200,000 would be added. Mr. Davis suggested investing every year for sidewalk repairs, as the sidewalks would shift slightly each year. Mr. Laughlin offered to include a sidewalk repair line item in future budgets. Mr. Davis questioned when 2 Men Concrete were coming through again. Mr. Masters confirmed that

January 16, 2025

Sampson Creek CDD

he and Ms. Hadd planned to drive around the community next week, to identify areas and would then get 2 Men Concrete to come out.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Discussion of Pool Renovation**

Mr. Davidson reported that he met last Thursday with Live Aloha Landscapes. They were responsive and excited about the project and planned to provide a proposal by the next meeting. The other proposal was from Riverstone Work in the amount of \$80,000 for the landscaping and walls. He contacted the five companies that provided proposals for the original project and three responded. They were provided with the updated plans and quantities and there should be four proposals at the next meeting.

#### **TWELFTH ORDER OF BUSINESS**

#### **Discussion of Amenity Meeting Room Upgrade**

This item was discussed.

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Contracts Reviews/RFPs**

Mr. Laughlin presented an agreement tracker, which was included in the agenda package. Lifeguard proposals would be provided at the February meeting, so lifeguards would be in place for Spring Break. Mr. Leary reported that he met with Mr. Masters regarding the soccer field maintenance cost. The Board approved taking \$8,000 out of this year's budget, as the golf course offered to provide a reduction of \$16,000 on Troon Option B, but Mr. Leary wanted to discuss with Mr. Masters how to address it, so it could proceed. In his opinion, the District was being overcharged by tens of thousands of dollars by the golf course, as the original contract from 2015, which according to the small print, the District was being charged 15 hours per day for maintenance, with only 30 minutes of activity per week on the soccer field. In addition, it also included \$2,500 in sod repairs, which the golf course declined to do. Troon Option A took the maintenance down to six hours per day and Option B was five hours per day for five to six days. Mr. Masters pointed out that Sampson Creek had the nicest soccer field of any community he had ever been to and noted two options for the soccer field. AgriPro Lawns (AgriPro) was concerned about the time to move equipment to the soccer field, but the benefit was that they worked for the golf course and were already on the property. He would continue to talk to them, as they were not sure that it was worthwhile for them to service the soccer field, to see whether



January 16, 2025

Sampson Creek CDD

there would be significant enough cost savings. The District did not have many options, as not many contractors performed this service and recommended renegotiating their contract. Mr. Leary would continue to work on this matter and at the same time, ensure that while they continued to maintain the golf course, Troon would continue to maintain the soccer field. Mr. Laughlin worked with a new District that had extensive athletic field maintenance and would find out who they use.

#### **FOURTEENTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

Mr. Leary reviewed the financials. They were three months into the new fiscal year and the District was \$45,000 under budget, due to timing issues. Mr. Laughlin confirmed that it was three months into the new fiscal year and the District was approximately \$30,000 under budget, due to not being billed for the lifeguards. Therefore, there was an overage of \$11,000. Mr. Davis noticed cracking on the tennis courts and asked if Pro Court Services contract, included patching the cracks. Between now and the next meeting, he would do a thorough survey. On Court 2, there was a significant lift of 1.5 inch on the inside fence line, creating water penetration under the court surface. If the cracks get bigger, it will affect players games and wanted to discuss how to assess the cracks, find vendors and obtain estimates. Mr. Yuro recalled when the cracks were repaired in the Winter by Pro Court Services, the cracks returned within a month and they agreed to come back in the Summer to repair them but never returned. In addition, they were supposed to place fiberglass strips on all of the cracks. Mr. Davis pointed out there fiberglass under one crack. Mr. Yuro felt that was all Pro Court Services could do, but if there were tree roots, the Board needed to address them now, as it would only get worse. Mr. Davis requested that this item be placed on the capital projects item list. Mr. Masters would request that Pro Court Services look at the cracks. Mr. Davis requested flags and reciting the Pledge of Allegiance at every meeting.

#### **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 December 19, 2024 Meeting**
- B. Financial Statements as of December 31, 2024**

January 16, 2025

Sampson Creek CDD

**C. Check Register**

Mr. Laughlin presented the Minutes of the December 31, 2024 Meeting, Financial Statements as of December 31, 2024 and Check Register for January 16, 2025 in the amount of \$83,932.66. The District was currently 24.14% collected on assessments.

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

**SEVENTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – February 20, 2025 @ 6:00 p.m. @ St. Johns Golf & Country Club Meeting Room**

Mr. Laughlin stated that the next meeting was scheduled for February 20, 2025 at 6:00 p.m. at this location.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

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

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

Signed by:  
  
E55AE2DB2E4542E...  
 Chairman/Vice Chairman