

**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, **March 20, 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
Kyle Geary	Assistant Secretary

Also present were:

Daniel Laughlin	GMS
Wes Haber <i>(via phone)</i>	Kutak Rock, LLP
John Westcott	Matthews Design Group
Haley Wyckoff	Vesta Property Services
Jason Davidson	Vesta Property Services
Residents	

The following is a summary of the actions taken at the March 20, 2025 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

Pledge of Allegiance

The Pledge of Allegiance was recited.

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SECOND ORDER OF BUSINESS**Public Comment** *(regarding agenda items listed below)*

Mr. Laughlin opened the Public Comment Period. Ms. Danna Carpenter of 846 Hampton Crossing Way addressed the Board in 2016 regarding trespassing that was taking place on Hampton Crossing Way, which had increased over the years. The Board agreed to erect a black PVC fence, which was effective for a while, but the topography of the land changed over time and there was now an unprecedented amount of people getting access to the Glen St. Johns subdivision all hours of the day and night. When confronted, the violators were aggressive. Mr. Yuro asked if the fence was still there. Ms. Carpenter confirmed that it was still in place. The adjoining areas were submerged by water, but it was now dry. People were accessing Glen St. Johns through a cul-de-sac. Ms. Weitzel asked if there were people hanging out in the wooded area. Ms. Carpenter noted an accumulation of trash, indicating that something was occurring back there, but there were people walking through yards and riding electric bikes and scooters.

Mr. Keven Glover of 850 Hampton Crossing Way sent an email to the Board, pointing out, when he and his wife moved into the community in September of 2020, they were immediately informed by the neighbors that it was a frequent cut through. People would access their property on the west side and go onto their driveway. At 1:00 a.m. to 2:00 a.m., they were awoken by five or six older teens on their bedroom side. They installed a fence, which they had to pay for, which reduced the traffic on the west side, but despite the No Trespassing signs, their Ring camera was going off at all hours of the night, which was a nuisance. As Ms. Carpenter stated, people were going through with e-bikes and the topography changed, as there were less trees. There was also something occurring in the preserve area. They were the last house in the subdivision and expected privacy, but there was no privacy, as people were looking in their windows. They tried not to be confrontational, but people were cursing at them. People were also fishing, which he asked them nicely to stop, but there was no signage. Ms. Carpenter's husband asked that the fence be extended. Mr. Laughlin indicated that there would be further discussion under this agenda item. There being no further comments, Mr. Laughlin closed the Public Comment Period.

FOURTH ORDER OF BUSINESS**Amenities Booking Request**

Mr. Sean Spicer, an Assistant Coach for the Liberty Pines Academy (LPA) middle school football team, submitted a request for use of the athletic field for tackle football, from March 31st

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to May 9th. Mr. Yuro asked if there were any issues with their use of the field, such as upset residents or damage to the field, as football puts more wear and tear on the field. Ms. Wyckoff confirmed that LPA requested use of the field on Mondays and Tuesdays for the Fall season, from August 1st to October 31st. They allowed residents to use one of the goals and did not see any significant damage but asked them to stay off the field when it was wet or raining. Mr. Davis recalled that this was on a trial basis. Ms. Weitzel pointed out that they were in a bind and when this was discussed at the last meeting, they were told to contact St. Johns Forest for use of their soccer field, because their request for four days per week, was going to be difficult. Mr. Spicer confirmed that he reached out to one of the offensive coordinators of the varsity team, who lived in that neighborhood, but there was a logistical issue, because each resident could only have six guests, and the space was smaller than this one. This year the JV and varsity games were moving to Wednesdays, but requested Monday, Tuesday, Thursday and Friday for practices. However, once the games start, they would only practice three days per week. They currently had 54 kids in grades six through eight, mainly 11- and 13-year-olds, split between the JV and varsity teams and would practice from 5:30 p.m. to 7:30 p.m.

Mr. Yuro questioned what other requests they had for teams using the field and the policy that they had. Ms. Wyckoff reported that half of the field was permitted to be used on Mondays, Tuesdays and Thursdays, once per week for two hours, with 50% of the team being made up of residents. There were no active teams at this time. Mr. Leary observed through the Winter and part of the Spring, that the field had a great deal of use in the afternoon and evening. One resident whose son was playing flag football, had major concerns, such as the use of strong language. Mr. Yuro questioned the issue with using space at Liberty Pines. Mr. Spicer indicated that although they were part of the Saint Johns Middle School Athletic Association (SJMSAA), there was no mutual relationship with the various middle schools and the Association promoted indoor sports only. They could only use the county fields, which was split between all of the Academies, but field space on County Road (CR) 210, was hard to come by. Mr. Yuro did not support the request for four days. Mr. Davis agreed, adding that there was a complaint from a resident. Ms. Wyckoff explained that the resident wanted to rent the field on days that it was not available to be rented. Mr. Davis felt that it was reasonable to continue what they did last year, by allowing the LPA to use it for a day or two, but not for four days. Ms. Weitzel and Mr. Geary agreed that four days was not reasonable and preferred allowing LPA to use it for two days. Mr.

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Leary felt that two days was too much and was in favor of allowing them to use half of the field. Mr. Spicer requested use of the field on Mondays and Tuesdays, from March 31st to May 9th from 5:30 p.m. to 7:30 p.m.

Mr. Yuro MOVED to approve the Liberty Pines Academy middle school football team use of half of the athletic field on Mondays and Tuesdays from March 31, 2025 to May 9, 2025 from 5:30 p.m. to 7:30 p.m. and Mr. Leary seconded the motion.

Mr. Davis clarified that the Board met every month, and Mr. Spicer could come back to the Board and the Board could re-evaluate it. Mr. Spicer pointed out that on May 9th, there was a scrimmage and then a two-month hiatus and after May, they could come back to the Board.

On VOICE VOTE with all in favor the Liberty Pines Academy middle school football team use of half of the athletic field on Mondays and Tuesdays from March 31, 2025 to May 9, 2025 from 5:30 p.m. to 7:30 p.m. was approved.

Mr. Spicer questioned the details of the complaint from the resident, so that he could address it. Mr. Leary did not have any additional information other than residents were alarmed that the entire field would be used four times per week. Mr. Davis pointed out when he brought his children to the tennis courts for tennis lessons, cheerleaders were on the edges of the field and the football team in the middle to one side of the field, which was good to see and hear. If residents had legitimate concerns, they could show up at a Board meeting to discuss it, but having a trial concept was in everyone's best interest. Mr. Laughlin would provide an agreement to Mr. Spicer.

SIXTH ORDER OF BUSINESS

BrightView Landscape Update

- A. Annual Operations Calendar**
- B. Quality Site Assessment**

Mr. Laughlin stated that an annual calendar of tasks was included in the agenda package, along with BrightView's Quality Site Assessment (QSA). Mr. Yuro noticed that there was a seasonal color change coming up in March and wanted to ensure that their flowers were not shrinking, there were different colors at all of the entrances, and it looked like St. Johns Forest.

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Ms. Wyckoff recalled that BrightView agreed to extend the front island on St. John's Golf Drive. Mr. Davidson met with BrightView following the last meeting; to discuss the expansion of that specific area and they planned to plant the flowers on March 31st. However, prior to them doing so, he planned to be out there to see what they were going to expand and how they were going to expand it, to ensure that it was sufficient, and that each entranceway had the same color flowers. Mr. Yuro pointed out that the area had bare dirt, with no pine straw or mulch, which did not look good with the flowers and suggested that Mr. Davidson look at Google Earth for drive throughs that occurred five to ten years ago. Ms. Weitzel questioned whether their budget changed. Mr. Yuro was aware of any budget change. Mr. Laughlin pointed out the flowers were in the RFP, which BrightView should be following. Mr. Yuro wanted BrightView to know that the flowers were reduced and wanted to get back to where they were. Mr. Davidson had some communities that he could use as a reference point.

Mr. Davidson reported that the mulching was scheduled to be completed in April at the Amenity Center and at the main entrances. Following that, BrightView would place pine straw throughout the remainder of the community. The Magnolia trees at the entrance of Eagle Point would be raised by April 14th, at no charge. BrightView removed 8 cubic yards of leaves from around the amenities on March 17th. They probably would have removed 10 to 12 cubic yards, had there not been a northeastern blowing 30 miles per hour. Mr. Yuro asked if they were coming back. Mr. Davidson stated according to Mr. Bauman; they would be coming back. For the bulk sod and potential top dressing of areas, staff was reviewing the older proposals and identified the corresponding areas on the map to align with the proposals. They would be brought back to the April meeting. There was a mainline break near the intersection of Leo McGuire Parkway and St. Johns Golf Drive, which was currently affecting the soccer field. BrightView provided a proposal for the repair, which had been approved, and they were waiting for it to be scheduled. He would talk with Mr. Bauman tomorrow to see how long it was going to take and if it takes a substantial amount of time, they may look at hand watering, to keep up with the standards of the community. He also asked BrightView to include quality assurances with their wet checks and if there were issues, they were to include it with their Quality Assessment Report, in order to keep track of it and ensure that it was done efficiently. Mr. Leary voiced concern that no one was aware of it until the Board started talking about it. Mr. Davidson

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explained that Mr. Bauman was out for those two days but provided a proposal to get everything up and running as quickly as possible.

Mr. Leary questioned Item 5 on the QSA, regarding the Bermuda grass between the road and the pond by #17 and if there was a solution. Mr. Davidson indicated that they were working on it, but the slope would not allow them to top dress accordingly and wanted to better understand why. Those questions were provided to them this morning and they were waiting for a response. Mr. Leary pointed out that this item was on the agenda for quite some time. They were not looking to put grass right against the base of the trees, as there would be clearance of 4 to 6 feet. The picture showed that there was plenty of sunlight, but there was no reason why they could not grow grass on a slope and felt that they should find a couple of spots that were reasonably similar, put down fill and grass seed, make sure that it received water and fertilizer and see what results they received. Mr. Davidson was questioning the same, but BrightView claimed it looked like that when they started, which was why they were going through these sections, to see whether it could be top dressed or if it had to be resodded. Mr. Davis asked if BrightView would be reaching out to a third party. Mr. Davidson replied affirmatively. Mr. Davis recalled that it was in this condition for the two plus years that he lived in the community and there was an agreement with the golf course, to take care of the grass on the other side of St. Johns Golf Drive and BrightView would figure out how to resolve the grass problem on the CDD side. Ms. Wyckoff pointed out that there was a new Superintendent and General Manager and BrightView agreed to handle both sides of St. Johns Golf Drive. Mr. Davis was in favor of it, as it had been brown for too long. Mr. Davidson drove through an area that Mr. Leary pointed out to him. Mr. Leary indicated that the area had Oaks with similar grass that was beautiful and green in the middle of Winter. Mr. Davidson would find out who did their landscaping and how they were maintaining it.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney – Update on Soft Crete Response

Mr. Haber recalled that the Board directed that he send a letter to Soft Crete to demand payment of \$7,000, to cover the cost of the removal of the Soft Crete product, so the new product could be installed and their response was included in the agenda package. Soft Crete provided a great deal of pushback on why the District was entitled to the payment and offered to remove the product, in order to save the CDD \$7,000. However, when staff spoke to the new contractor,

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Specialty Services, the \$7,000 included the removal, as well as the preparation of the surface for the installation of their material. Therefore, the offer to remove, would only save the District \$3,000. At this time, Mr. Haber was looking for direction from the Board on whether to accept the present offer and have them remit a check for \$4,000 or push to get more from the contractor. Mr. Yuro was in favor of accepting Soft Crete's offer to remove the product, but after hearing the breakdown of \$3,000 to remove the product and \$4,000 to prep it, it did not seem right for the prior vendor to be responsible for prepping it for the new vendor. In addition, it should be done as soon as possible, so they did not delay the next project. Mr. Laughlin recalled that Ms. Nikki Mejia of Specialty Services had concerns about the actual work. Ms. Wyckoff pointed out that it would be \$2,900 for Specialty Services to remove the material. It would take a day or two to complete it, because they would have to grind down the paint and texture off of the concrete, which should have been done originally. Mr. Davis felt that it did not make sense to have two vendors involved and Specialty Services should not start until Soft Crete removed their product. From a business perspective, if they had a job that was worth \$20,000 to do a clean installation elsewhere, versus a job that would cost them money with no revenue coming in and doing it on someone else's schedule, the businessman would choose the new job over the old job. Furthermore, Mr. Davis did not see Soft Crete's response as credible, as their product was ideal for wet areas and not for the surface that it was actually used for and felt that it was reasonable to seek compensation from Soft Crete to offset the cost of the new installation and no longer do business with them.

Mr. Haber pointed out that the purpose of the demand letter, was to make a claim against them for the entire cost of the contract, as their product failed, but to resolve this matter quickly, recommended that the District not take less than \$7,000, as the entire project was a failure. Mr. Laughlin recalled that the entire project originally cost \$12,000 to \$13,000 and since Ms. Mejia scheduled the work, recommended accepting the offer to remove the product, but they must do before Specialty Services installed the new product. Mr. Yuro pointed out if they went that route and Soft Crete did not remove it by that date, they should have the new vendor remove it and execute a Change Order for the \$7,000 and go after Soft Crete. Mr. Haber explained that any claim against Soft Crete, would be conditioned on them doing the removal within the timeframe that it needed to be done. Mr. Wyckoff pointed out if Soft Crete did not meet the timeframe, it would push back the installation of the new product, as they must cancel the reservation for the

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equipment to do the job. Mr. Leary voiced concern about having two vendors involved on the same project and in order to move from this issue quickly, as legal fees were involved, recommended accepting \$3,000 from Soft Crete for the removal of the product and not spending any more time on this matter. Mr. Haber pointed out that Soft Crete may not be aware of the fact that the cost of the removal was \$3,000 instead of \$7,000. Mr. Laughlin reported that the proposal from Specialty Services was \$6,900, for the removal and preparation of the surface for the installation of their material. Mr. Haber understood where the Board was going and was not planning on belaboring this matter to push up legal fees, but felt that one additional communication with Soft Crete, was appropriate, informing them that their offer did not work for this project and the District's demand was unchanged and to see what they say. If they say no, he will inform them, that the Board would accept \$3,000. *There was Board consensus.* Mr. Yuro asked if there needed to be an amendment to Specialty Services contract. Ms. Wyckoff confirmed that it was already in their contract. Mr. Laughlin recommended not doing anything with the scheduling until the check was cut. Ms. Weitzel questioned the process from start to finish. Ms. Wyckoff indicated that it would start on April 30th and they would finish by May 2nd. With a three-day cure time, the Splash Pad could be turned on by May 6th.

B. Engineer

Mr. Westcott did not have anything to report other than the Hole #7 sinkhole repair and the resolution regarding the three companies that provided proposals for the repair. Ms. Wyckoff recalled that they were going to wait until the golf course closed, to make the repair. Mr. Yuro believed that the closure was going to be much shorter than originally planned, as they would have temporary greens, to allow people to play, while the new greens were growing in. Mr. Laughlin suggested meeting with the golf course, in order to have a rough plan, so the CDD was ready when the golf course was.

C. Manager

Mr. Laughlin did not have anything other than the budget process would start next month, in order to approve the Proposed Budget at the May meeting and adopt it at the July meeting. He would have a rough budget for the next meeting, so there could be discussion and then the Board could make changes at the May meeting.

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D. General Manager**1. Amenities and Operations Report****2. Lake Doctors Report**

Ms. Wyckoff presented the General Manager and Lake Doctors Reports, which were included in the agenda package. There was a revised report, as some items did not make it. Mr. Laughlin confirmed that a revised agenda was provided to the Board. Ms. Wyckoff received a request from the Stingrays Swim Team to host a swim meet at the pool on May 31st, in addition to what was approved at the last meeting. However, since it was a change to their contract, it must be approved by the Board.

On MOTION by Mr. Davis seconded by Mr. Geary with all in favor allowing the Stingrays Swim Team to host a swim meet on May 31, 2025 was approved.

Ms. Wyckoff recalled in her report saying that previous vendor that worked on the tennis courts, were unable to come onsite, but they were able to come on Tuesday and took pictures of the tennis courts to prepare a quote for all of the cracking. In addition, they evaluated the basketball courts, as they were experiencing significant fading and cracking and would provide two separate proposals with those repairs with multiple options, such as just going over the cracks or providing a membrane for the entire court. Mr. Yuro did not want them to provide a proposal for a full repair, when they did not do it right the first time, because there was severe cracking within six months of their application and they had to call a special meeting. They promised to come back out in the Summer to look at it, but this never happened. Mr. Davis agreed and suggested reviewing the prior contract. Mr. Davison would inform the contractor and obtain a timeline for when the work would be completed. Ms. Wyckoff reported that Precision Sidewalks had a start date of March 31st to finish all of the improved work.

3. Fitness Equipment (to be provided under separate cover)

Ms. Wyckoff requested that this item be tabled until the April meeting, due to all of the fitness vendors being at a week-long conference. However, they did narrow it down to two vendors and were waiting for their leasing options and buy back opportunities. Mr. Leary asked if there were preliminary lease numbers. Ms. Wyckoff could not speak on one of them, as the total price had changed, but the other one was between \$2,500 and \$2,900. Mr. Laughlin pointed

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out in many of the newer communities, developers were leasing their equipment in the \$2,000 per month range. Ms. Wyckoff reported that staff was informed about the condition of an area near Hole #13 and spent about three hours cleaning up that area the following day. They were not able to pull out all of the large trash items at their last visit but would continue their efforts to get all of the trash out of there. Ms. Weitzel asked if it was CDD property. Ms. Wyckoff confirmed that it was CDD property. Mr. Yuro indicated that they were accessing it through golf course property. Ms. Wyckoff drove the golf cart further back, because there was a notable trail that had two tire marks, but did not know where it officially ended. Mr. Yuro was 90% certain that it ended at the billboards, believed that a part of the road was golf course property and suggested asking the rangers on the golf course to monitor it.

- **Discussion of Pedestrian Cut Through Traffic on Hampton Crossings Way**
(Item 8)

Mr. Davis pointed out that the pedestrian cut through on Hampton Crossings Way, was related to the prior discussion. In his opinion, there were a number of issues related to people behaving well, while using the space as intended, which was what Hampton Crossings residents were expressing. A resident in Glenfield, allowed their kids to make use of the space inside of the forest, which was visible from Hole #5 and recommended reminding residents what the forest spaces were there for, including the easements around the ponds. Mr. Yuro explained that both of those were conservation easements that were supposed to be undisturbed and suggested sending out an email blast to the community and including photos, in order for the parents to step up and stop it. Mr. Glover did not think it would stop them, because as soon as one area was blocked off, the kids would go to another area and recommended posting on Facebook, to get parents attention. Mr. Yuro suggested reaching out to the management company for Glen St. Johns, the adjoining CDD to that cul-de-sac, to provide assistance. Mr. Leary recommended informing them that the CDD must pay for a fence that they should not have to pay for. Mr. Yuro did not want to put up a fence, as the kids would just go around it or jump over it. Mr. Glover suggested planting something, as it would create a barrier, instead of a fence, as the conservation area was diminishing, but there were trees on the bank, which was CDD property.

Mr. Davis questioned the legal requirements for the maintenance of spaces like the berm on the back of the pond, Glen St. Johns legal requirements for maintenance of the green space on the far side of the berm and what legal responsibilities the CDD had for the Hole #13 area, to

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ensure that it remained clean. Mr. Haber indicated that the first step was to determine whether or not there was a conservation easement, as there were wooded areas. Mr. Yuro pointed out the pond was not likely in a conservation easement, but the CDD would be responsible for maintenance of the pond bank, which would include routine mowing, to ensure that the pond bank did not collapse and the pond functioned as designed. However, if there was a conservation easement behind it, it was supposed to be undisturbed, but if people were disturbing it, perhaps the CDD could post No Trespassing. Mr. Laughlin pointed out that the requirements for trespassing signage was strict, such as posting a sign every 50 feet. In one CDD, the police caught kids on dirt bikes on a trail within CDD property that was fenced in, but a judge did not uphold it, because there were not enough trespassing signs. Regarding the legal responsibilities that the CDD had for the Hole #13 area, to remain clean, the Water Management District would come to the District, if it needed to be maintained. Mr. Davis questioned who they needed to reach out to. Mr. Laughlin believed that it was the entire community, because if the CDD had to repair the conservation easement, it affected everyone and would work with the District Engineer to look at the plat, to determine where the conservation easements were. Mr. Davis suggested taking into consideration, the area next to 1944 Glenfield Crossing Court and sending out a communication in the near future, to help ensure that the neighborhood understood their share of the responsibility, to keep their space clean and keep their kids out of it. In addition, they should look into the space behind the Hampton Crossings pond, particularly the part owned by Glen St. Johns, because it was thinner and drier than it used to be, as it was wet on the other side of the fence and questioned whether Glen St. John had a requirement to maintain it.

Mr. Leary agreed that Glen St. John needed to get involved, as the kids were coming from that community, to meet up with their friends or taking a shortcut to Tropical Smoothie and Glen St. John needed to build a track or bicycle path running from their Amenity Center to Leo Maguire Parkway. Mr. Glover noticed kids on CR 210 and some that came in back of the community to use the pool. Mr. Yuro asked if he called the police. Mr. Glover called his friend who was a St. Johns Police Officer, who claimed by the time they reached back there, the kids were gone. Mr. Yuro did not know what the CDD Board could do to stop them. Mr. Laughlin pointed out that they could not trespass them, because they were not CDD residents, but would reach out to the Glen St. Johns management company regarding this matter. Mr. Davis suggested that Mr. Glover attend their meetings and provide public comments, including providing

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photograph evidence to the Board. Ms. Danna Carpenter of 846 Hampton Crossing Way recalled in 2016, at least one resident on the Board, lived in Hampton Crossing and was very supportive and helpful and trusted the Board's ingenuity in helping Hampton Crossing residents develop a solution, as this was a bad situation. Mr. Yuro sympathized with the residents, but questioned what the Board could do. Mr. Laughlin was in contact with the North Regional Commander for St. Johns, for another District and would contact them tomorrow about this matter.

Mr. Davis felt that it was not unreasonable for the CDD to hire an off-duty police officer to sit in an unmarked car in the cul-de-sac on a Saturday night. Mr. Yuro requested that Mr. Laughlin send an email blast to the community, speak to the Sheriff's Deputy and Glen St. Johns management company and look into off-duty deputies. Mr. Glover requested that someone look at the reduction of trees in the conservation area, as it was barren. Mr. Laughlin pointed out that the CDD did not maintain wooded areas. Mr. Davis pointed out that there were a number of avenues to explore and requested that Ms. Carpenter and Mr. Glover keep the Board apprised of any developments. Ms. Wyckoff questioned whether a Board Member wanted to work with her on the language for the e-blast to the community regarding the trash in the area near Hole #13. Mr. Davis volunteered to work with Ms. Wyckoff and suggested including other areas, as he was picking up several Sutter Home Wine bottles scattered along one of the forest areas in Eagle Point and Forest Glen.

SEVENTH ORDER OF BUSINESS

Acceptance of Audit Committee's Recommended Auditor Evaluation Criteria and Authorizing Staff to Issue an RFP for Audit Services

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor accepting the Audit Committee's recommendation for the Auditor Evaluation Criteria and authorization for staff to Issue an RFP for audit services was approved.

EIGHTH ORDER OF BUSINESS

Discussion of Pedestrian Cut Through Traffic on Hampton Crossings Way

This item was discussed.

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

Mr. Laughlin presented the Future Amenity Capital Improvement List, which was included in the agenda package. Ms. Weitzel requested under the playground enhancements, fencing be added to list and was in favor of having new equipment, as their maintenance person was tightening bolts and screws on the wood equipment, every single day. Mr. Yuro agreed as the playground equipment was 24 years old. Mr. Davidson would provide a proposal. Mr. Laughlin would include it on the Future Amenity Capital Improvement List for the next meeting.

A. Pool Deck Renovations

Mr. Laughlin reported that they still had the four proposals for the pool deck renovation. Mr. Davis wanted to proceed, but they needed to discuss what to do with the amenity meeting room first, to ensure that they were able to do both projects. Mr. Yuro wanted the Board to agree to remove pickleball from the Future Amenity Capital Improvement List, at this point in time. Mr. Davis requested that it remain on the list, because it showed the community that it was being addressed. Mr. Yuro did not object to upgrading the amenity meeting room and to proceed with a contract, felt that Ms. Weitzel's point about the playground equipment, was valid and maintaining their current infrastructure, before including amenities like pickleball. Ms. Weitzel agreed, as it was great to have all of these projects, but they needed to have an end goal on what was actually feasible, but like Mr. Yuro stated, they exhausted the discussion of having pickleball courts, as it was not feasible for their community. Mr. Davis felt it was important to keep it on the list, as there was enough interest in the community to discuss it. At last month's meeting, residents were informed that if enough residents were interested, they should take all of the materials and proposals, review it and come back to the Board with recommendations. Mr. Leary was interested to see residents concern about spending a great deal of money and whether it would add to their assessments. The fact that it was explained to them that there was enough money to do some of these projects, was helpful.

Mr. Leary further pointed out that there was a strong interest in upgrading the fitness equipment, as it would only cost \$2,000 to \$3,000 per month through a lease, which would not have a huge impact on their budget. Mr. Yuro asked if they owned the current equipment. Ms. Wyckoff confirmed that all of the equipment was owned. Mr. Yuro felt that this should be included into the budget. Ms. Weitzel asked if most developments were moving toward leases

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versus buying. Mr. Laughlin indicated that he was seeing mostly leases. Mr. Yuro asked if the lease included upgraded equipment every few years. Mr. Laughlin explained that there was a buyout at the end. Mr. Leary requested all of the details. Mr. Laughlin pointed out that maintenance was not covered in the lease and there would be a separate agreement with a company that would perform quarterly maintenance, but typically, after the life of the lease, the equipment could be purchased for \$1. Mr. Yuro felt that having a lease was great, but they needed more information. They could fine tune the costs on the pool area enhancement and suggested obtaining some options from a playground vendor, so there were ballpark costs. Ms. Weitzel recalled discussion about combining the playground enhancement with the playground equipment and preferred doing it all at once. Mr. Leary asked if it was upgraded in the last 10 years. Mr. Yuro indicated that it was refurbished with new panels and a new slide, but the wooden structure was the original from 24 years ago.

Mr. Davis felt that the quote from Urban Edge for the pool was the most reasonable and should be the price point. Mr. Geary questioned how long the quote was good for. Mr. Yuro recalled that quotes were good for 30 days. Mr. Laughlin asked if the pool deck should be listed separately on the agenda or included on the Future Amenity Capital Improvement List. Mr. Davis preferred to keep it on the agenda separately, as it was a key project, along with the amenity meeting room upgrade and upgrade to the playground. Mr. Yuro agreed, as these were the items receiving the most attention. The gym equipment was already being upgraded, but there was a second phase. Ms. Wyckoff pointed out that she started the process and originally had three vendors, but one was removed, because it was not the best option, but was unable to obtain the update leasing and buy back information. Mr. Laughlin was confirming whether bond funds could be used to lease the equipment. If not, operation and maintenance (O&M) funds could be used.

B. Amenity Meeting Room Upgrade

Mr. Laughlin reported that a proposal was provided from bhide & Hall Architects for the planning work for the amenity meeting room upgrade, including a 200-foot storage room, additional windows, new cabinetry for the food area, and updated interior color scheme, which was in the amount of \$20,000. Mr. Yuro asked if they would provide the documents needed for permitting. Mr. Laughlin confirmed that it included the schematics, design development, pre-

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final construction documents and then final design permit plans. Mr. Yuro recalled that it was the same as what Matthews provided for the pool upgrades. At any point, they could pull it, if the Board decided that this was not the best use of the money, but they needed to spend some money to get to that point. Mr. Laughlin indicated that it could be paid out of the bond funds or capital reserve. Mr. Leary asked if they had to commit to the full \$20,000 or if they could just pay for Task #1. Mr. Laughlin pointed out that the schematic design was \$3,600 and design development was \$6,300. Mr. Yuro recommended spending up to 60% of the amount, to get the design plans, in order to receive decent pricing. Mr. Geary felt this made sense. Mr. Davis felt that this was reasonable, in order to drive this project forward. Mr. Leary did not want to spend the money, unless they were proceeding with the project. Mr. Yuro proposed approving the contract, as they would only be billed as tasks were complete and having Mr. Haber writing something in the contract, so that they could reserve the right to stop at any point. If they stopped at 60%, the architect was not doing any extra effort. Mr. Laughlin would inform the architect to start on a task, bill the District, receive further approval and proceed to the next task.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the proposal from Bhide & Hall for architectural services for the Amenity Meeting Room enhancement up to 60% and further work to be approved by the Board was approved.

Mr. Leary requested a discussion to define their vision and requirements for the amenity meeting room enhancement. He reviewed the photographs of South Hampton, which had doors that matched the walls, which he liked and felt if they placed these types of doors on the storage area, it would cover it up and look good. They discussed raising the ceiling, but this would be difficult to do and would be expensive, but they could install some modern looking ceiling tiles, light fixtures, tables and chairs and flooring, as well as some nice wall décor. In the kitchen, there would be a refrigerator, microwave and warmer. Ms. Weitzel pointed out that her number one item was the storage of the furniture during Summer Camp. Mr. Davis felt that there must be storage, windows looking out to the pool, floors and ceilings. Mr. Yuro was in favor of the same and requested that they move forward with it. Mr. Davis recalled that one of the swim teams requested a scoreboard. Ms. Wyckoff had not found a vendor. Mr. Davis requested that she research this and provide some options and that the Future Amenity Capital Improvement List

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reflect for pickleball, that the project was shelved and that the pool project and amenity meeting room, were ready to go out for contract.

TENTH ORDER OF BUSINESS

Contracts Reviews

Mr. Leary recalled two meetings ago, meeting with Mr. Dan Zimmer, the Regional Vice President of the golf course and Mr. Chris Reinhardt, who performed golf course maintenance, on the athletic field maintenance contract. They were supposed to provide maintenance for 15 hours per day, but they were actually providing maintenance of 30 minutes per week. They discussed the existing contract and what they believe should be included going forward and reviewing the services, as he believed that the District was being significantly overcharged. They also discussed sod, which the District was paying for, according to the contract, but was not receiving it. Mr. Zimmer and Mr. Reinhardt committed to providing a revised proposal next week. The District was currently paying \$65,000 and Ms. Wyckoff reached out to Agra Pro for a proposal and they provided a price of \$24,000. From a benchmark standpoint, the \$24,000 was more in line with what they should be paying and requested discussing it at the next meeting, when they had the golf course proposal. Mr. Laughlin would include this item on the agenda, along with the two proposals.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Davis felt that the Board needed to have a clear understanding of the CDD's responsibility to maintain the forest in the common spaces and the requirements for the county or state to maintain it. Mr. Laughlin offered to discuss this with Mr. Davis in his office. Mr. Davis felt that there should be an email reminder to residents to stop the behavior of residents misusing these areas. Mr. Leary pointed out that the email should clarify to residents what security was responsible and not responsible for, as an incident occurred this week when there was a porch pirate. Security was not responsible for private residences. They were only responsible for the amenities and community property. Mr. Davis wanted to inform residents that the CDD helped to maintain the streets and amenities but were not an enforcement authority. If there was criminal activity, they needed to contact the Police Department. In the meantime, they should keep all miscreant behavior down to a minimum. Ms. Weitzel asked if there was a sign at the soccer field with policies, as there were repeated issues with a specific resident. Ms. Wyckoff indicated that

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there was sign saying that the field was only open to residents and that it was open from sunrise to sunset. Mr. Geary pointed out that sunset was different than dusk. Mr. Laughlin recalled using dusk to dawn in many Districts, which did not work, but sunset was a specific time. Ms. Wyckoff indicated the policy stated sunrise to sunset.

Mr. Yuro understood there was some history between the resident who complained and security, but the notes from security was from 7:41 p.m. and sunset was at 7:31 p.m. Therefore, if the incident already occurred and security wrote this report, less than 10 minutes from sunset, it looked like the resident was not given the 20-minute grace period and requested that this be pointed out to them. Mr. Laughlin believed that residents must be off the field by sunset. Mr. Yuro did not want to instigate or provoke this resident, as they may be a problem resident. Ms. Weitzel pointed out that security was doing staff a favor, by getting the resident off of the field. Mr. Davis indicated that security was polite when he was playing flag football and pointed out to them that they needed to get off of the field and that what happened was personal to this resident. Mr. Yuro agreed, as the resident was making this an issue, but did not want the security guard to be provoking them and contributing to the issue. Ms. Wyckoff confirmed that the hours were sunrise to sunset, residents could book it on certain days and staff would ask Officer McKenzie to provide a 20-minute grace period to residents. Mr. Davis did not believe that there needed to be a sign and a communication should be sent to residents reminding them of the rules. If it becomes an issue, Ms. Weitzel requested that a sign be posted. Mr. Leary requested follow-up with the resident to explain that the purpose of the policy, was for a safety and liability standpoint, as they could not guarantee safe play on an unlit field.

TWELFTH ORDER OF BUSINESS

Public Comments

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the February 20, 2025 Meeting**
- B. Financial Statements as of February 28, 2025**
- C. Check Register**

Mr. Laughlin presented the Minutes of the February 20, 2025 meeting, Financial Statements as of February 28, 2025 and Check Register for March 20, 2025 in the amount of

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\$290,503.25. It included transfer of \$195,000 from the General Fund into the capital reserve account.

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

FOURTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – April 17, 2025
@ 6:00 p.m. @ St. Johns Golf & Country
Club Meeting Room**

Mr. Laughlin stated that the next meeting was scheduled for April 17, 2025 at 6:00 p.m. at this location.

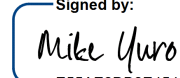
FIFTEENTH ORDER OF BUSINESS

Adjournment

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

Signed by:

9A989FE97A6A46D...
Secretary/Assistant Secretary

Signed by:

E55AE2DB2E4542E...
Chairman/Vice Chairman