

**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, **May 15, 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	Kutak Rock, LLP
Mike Silverstein	Matthews
Jason Davidson	Vesta Property Services
Chris Reinert	St. Johns Golf & Country Club
Kyle Hutchings	Agrow Pro
Kerry Tanner	Central Security

*The following is a summary of the actions taken at the May 15, 2025 Board of Supervisors meeting of the Sampson Creek Community Development District.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Laughlin called the meeting to order at 6:05 p.m. A quorum was present.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

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

Mr. Davis questioned the status of the bulkhead. Resident Ralph Darling of 1929 Glenfield Crossing Court reported that the new bulkhead that was installed on his property, leaked a couple of times and was repaired twice, but it seemed to be working well now. However, the old bulkhead on either side of his property, looked bad. Mr. Yuro asked if there was any deflection or bowing. Mr. Darling indicated that visually it looked bad and it could use another spraying. Mr. Reinert would look at it and keep the Board appraised, as they were onsite daily.

**FOURTH ORDER OF BUSINESS****Amenities Booking Request**

Mr. Laughlin reported that there were no new requests.

**FIFTH ORDER OF BUSINESS****Security Update**

Mr. Kerry Tanner of Central Security reported that since January, they had a total of 67 incidents, 782-foot patrols, 108 vehicle patrols and nine citizen calls to law enforcement. The biggest incidents were kids on e-bikes racing up and down the sidewalks and golf cart paths. Their officers were trying to keep on top of it, but there was one incident where a family was almost run over on the soccer field. Law enforcement was called and they were issued a trespass warning. Mr. Laughlin spoke with the off-duty officer, who issued the trespass warning and spoke to the parents. Mr. Tanner stated they were warned three times, on what they were doing and the third time, they got belligerent with the security officer. As a result, the security officer called law enforcement to have them trespass. Mr. Davis had no problem with the kids, as long as they were using the bicycles/e-bikes responsibly, but if they were going too fast or being reckless, they would be issued a warning. Mr. Leary pointed out there were no policies regarding motorcycles and e-bikes with respect to their amenities and recommended that they start looking at having one. Mr. Geary suggested registering them like golf carts. Mr. Laughlin indicated that they could not force people to register their golf carts, but if they were going to drive a golf cart on CDD property, it must be registered. Mr. Davis pointed out that some people had decals, but if the CDD had no enforcement power, it did not make sense for the CDD to be a licensing agency.

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Mr. Haber stated that this was an issue in communities all over the state and instituting a policy that prohibits them, may be a double-edged sword, but the CDD 100% had the right to do adopt a policy, but if someone gets injured, the District could potentially be exposed to liability, because they made this determination that e-bikes were a problem, but did not enforce it. In lieu of a policy being adopted, the CDD could send an email to residents informing them that it was dangerous and if someone was going to operate an e-bike, they needed to do it in a way that was careful. Mr. Haber indicated that e-bikes were indistinguishable from golf carts, from a distance. Ms. Weizel pointed out that most e-bikes go double the speed of golf carts and recalled a student at Fruit Cove who was recently injured on Racetrack Road, after riding an e-bike and that the county was now enforcing e-bikes. Mr. Haber stated to the extent that the county adopted an ordinance prohibiting e-bikes, the off-duty officers could enforce them in the community. However, the CDD could suspend a resident operating an e-bike, from using their facilities. Mr. Leary voiced concern about not having a policy for gas powered motorcycles driving on their paths and along the soccer field. Mr. Davis indicated that there was a State policy and questioned whether there needed to be a separate policy but assumed if they were riding a gas-powered vehicle above a certain speed limit on a street without a license plate, they were breaking the law. Mr. Haber advised if the Board intended to enforce that type of activity, the CDD could use their enforcement mechanism, which was to suspend use of the facilities. Ms. Weizel pointed out they could suspend them if they lived in the community, but if they were from outside of the community, they would have to call law enforcement.

Discussion ensued and there was Board consensus for District Counsel to work with management on including language in the current policy about motorized motorcycles and bring back to the next meeting. Mr. Laughlin reported speaking with the off-duty officer today, to discuss the e-bikes and was informed that they would be increasing their price from \$55 to \$62.50 per hour. This was across the county and did not affect the budget, as the hours that they were onsite, was negligible.

**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. Mr. Davidson reported that a couple of dead

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pinus by Meadowview, were identified, due to a backflow caused by leaky water, which they were working with BrightView on. The spring flowers seem to be performing well, and pine straw and mulching was completed throughout the community. The new landscaping on Leo Maguire Parkway, at the entrance of Eagle Point, had been completed and was taking well. There was an irrigation clock off the service road, behind the little building, that was continuously being turned off. Staff attempted to put a lock on there, but unfortunately it was no longer there. He would drill some holes, install a padlock and provide the code to BrightView. Mr. Chris Reinert of St. Johns Golf and Country Club (SJGCC) would see if Troon removed it. Mr. Davidson reported that the first round of sod was scheduled to be installed on St. John's Golf Drive at the end of May. He did not have a schedule from BrightView on the remainder of those installations but would keep the Board apprised in his weekly reports. There was some discussion about removing some of the Yucca plants, right beside the doors and received some proposals for sod and top dressing, as well as renovations around the Amenity Center. He was currently obtaining a proposal from BrightView, to repair some of the Blue Daze at the Eagle Point and Stonehenge entrances, which were damaged by the cold weather. They were looking at enhancements to make it blend better and have more tolerable plant material.

**SEVENTH ORDER OF BUSINESS****Discussion of Field Maintenance**

Mr. Laughlin presented proposals from Agrow Pro and Troon for athletic field maintenance, which were included in the agenda package. Mr. Davidson indicated that the scopes were identical. The proposal from Agrow Pro was in the amount of \$24,000 annually and Troon's proposal was in the amount of \$29,500. Both prices were competitive. Mr. Geary questioned what changed between the original proposal and the updated proposal. Mr. Davidson indicated that the scope changed, and Troon amended their proposal to make it specific to the actual scope and to be consistent with Agrow Pro. Mr. Yuro disclosed a voting conflict, as he had a contract with the SJGCC for the driving range and pointed out that reports and overseeding were in the Troon proposal, but not in Agrow Pro's proposal. Mr. Kyle Hutchings of Agrow Pro explained that there was a surcharge for the overseeding of 400 pounds per acre, which would be included as part of the service agreement. The price would depend on the type of seed. Options would be presented. The nicer type of seed cost \$90 per bag and recommended going at least 600 to 700 pounds, due to the wear and tear, which would equate to \$1,500 to \$1,800. Mr. Yuro

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pointed out that the golf course specified string trimming around the obstacles, but Troon would use Round-Up. Mr. Hutchings confirmed that string trimming was not included.

Mr. Leary requested an overview of Agrow Pro's company. Mr. Hutchings indicated that they started in 2012 and specialized in residential lawn, pest and termite maintenance. They also did sport turf maintenance, anywhere from mowing, spraying and fertilizing, to tract work and renovations. They had a full line of equipment for athletic turf renovations and did commercial fertilization and pest control. They worked with Brightview, maintaining common areas in the community and doing chemical applications as a subcontractor. For sports fields, they fertilization and chemical applications for the Jaguars and all the fields at U&F, Flagler College, Bartram Trail, Creekside and Ponde Vedra High Schools, Trinity Christian Academy and St. Johns Country Day School in Orange Park. They had six Toro 3100 Triplex mowers and a couple of 205 gang mowers, that was used at Patton Park in Jacksonville, but for this area, they would use the Toro 3100 Triplex. Mr. Yuro asked if this mower could mow at the different heights that they had, as they currently had a tighter mow for the field and a thicker mow for outside of the field. Mr. Hutchings confirmed that the Toro 3100 Triplex could mow three quarters of an inch and would not have to be adjusted for height. However, to mow outside of the field, they would use a rotary, as they could not adjust the height. Mr. Davis questioned how often they would mow. Mr. Reinert stated it would be twice per week in the growing season, weather permitting, as they would use a primo max growth regulator, so it did not get out of control in the Summer. Mr. Leary asked if they would bring in one vehicle with a trailer, which would have spraying and mowing capabilities. Mr. Hutchings confirmed that they would have one truck with a trailer for the mowing and a different truck and trailer with a boom sprayer or tractor. Mr. Leary questioned their confidence level on a scale of 1 to 10. Mr. Hutchings felt that they were 10, extremely confident, as this was what they specialized in. The field was in great shape, other than some sod replacements that needed to be done.

Mr. Chris Reinert of SJGCC, stated that it was important to them to be considered, because they were part of the community. They changed a great deal of the scope of the work, but they would also like to take over the irrigation portion, which was included in the proposal, so they could maintain the field to the level that the CDD Board was looking for. Their mowers were already on the property. The overseeding was included, because they were overseeding the driving range and they could get a good discount from Troon. Mr. Reinert wanted to maintain

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their partnership with the CDD and the community and felt that they could do a good job doing it. They started slowly on the front end, because they had a new Superintendent, but they had a much better idea of the scope of work, which they spoke with Mr. Leary and Mr. Davidson about. Mr. Yuro asked if Agrow Pro's proposal was significantly less than the prior proposal, due to the more defined scope. Mr. Reinert indicated that they were paying for any sod work in the new proposal. The overseeding was included in the original proposal. There were six different chemical applications, from what they were doing in the past, which was where the brunt of the cost was coming from. They would maintain the hedge, up to the athletic field. Earlier in the year, they had an issue with the irrigation, as they had to wait on BrightView to get it repaired, which they did as quickly as they could, but they had an irrigation tech, who could take care of it quickly, to ensure that the field was maintained the way that it should be, as they had the parts in stock.

Mr. Hutchings and Mr. Reinert left the room and Discussion ensued by the Board. Mr. Leary pointed out that the price in the proposals proved that they were paying too much and was surprised that a vendor reduced their price by 50%. Mr. Laughlin recalled when ValleyCrest maintained the field, they did part of the Amenity Center and eventually Troon took over the full scope, but eventually they stopped doing things. Mr. Yuro understood whoever was maintaining the Bermuda, maintained all the Bermuda and now this scope was specific to just the amenity area. Mr. Leary recalled for the past two years, Troon consistently requested a reduced cost, because the scope was only for the athletic field and they declined to bid. In addition, the CDD paid sod replacements for years, but only in the last few weeks, have they received sod. There may be a few differences between overseeding, but did not think that they should pay more than what Agrow Pro quoted. Agrow Pro was bringing in equipment, which was an extra expense, versus Troon, which had equipment onsite, but Mr. Leary did not want to accept the annual cost increase and felt that it was reasonable to request that it be retroactive to January 1<sup>st</sup>. Mr. Haber indicated that Board could request it but could not obligate them legally to accept it. Ms. Weitzel noted that they have not been happy, as there were many discussions in the past year about the soccer field. Mr. Yuro recalled that most of the issues were regarding the irrigation. As a solution, they added additional heads but found out later that the problem was with a valve. However, he understood Mr. Leary's point about getting what they paid for. Mr. Davidson

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pointed out that irrigation was not included in Agrow Pro's proposal, as BrightView would still be maintaining it.

Mr. Davis suggested requesting money back from Troon for the last six months, as a negotiating tactic, but in the meantime, request that they remove the annual 3% increase out of the contract. He felt that it made sense for Treen to maintain the athletic field, as they were already maintaining the soccer field and had the equipment onsite. Mr. Geary was impressed with Agrow Pro's resume, but the proximity of Troon being able to make repairs and having their equipment onsite, was a no brainer. Mr. Leary requested that it be effective May 1<sup>st</sup>. Regarding the irrigation, Mr. Yuro preferred that one contractor maintain the irrigation, so there was no overlapping and finger pointing. His understanding was that their irrigation system was tied to the golf course pump station and they were already coordinating zones and this would be another zone that the golf course would take over. Mr. Yuro requested that it be in writing that their proposal included any irrigation repairs and appreciated the great job that staff did with the scope, as it decreased the price by half and helped the Board decide. Mr. Leary pointed out that at least they had a backup with Agrow Pro. *There was Board consensus for Mr. Davidson to negotiate with Troon to remove the annual 3% increase, ensure that all inclusive irrigation repairs were included in the proposal, work with District Counsel on the language and that the contract be retroactive as of May 1<sup>st</sup>.*

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Haber recalled that the Board demanded \$7,000 from Soft Crete, but in order to resolve this issue, they were willing to pay \$3,000 in exchange for a complete release, as they felt that what they did was in accordance with the agreement. Mr. Yuro was in favor of accepting the offer, as \$3,000 would cover the removal.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor accepting the offer of \$3,000 from Soft Crete was approved.

Mr. Davidson reported the Specialty Services would be back in two years, to maintain and inspect the splash pad. Ms. Weitzel asked if the blue around the splash pad would go away.

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Mr. Laughlin confirmed that there was some overspray, which Mr. Davidson would remove with CLR.

**B. Engineer**

Mr. Silverstein reported that the agreement for the Hole #7 repair was wrapping up. Mr. Laughlin made some revisions based on contractor feedback, which he felt was fair. Once he received the agreement from the contractor, he would set up the pre-construction walkthrough with the Golf Course Manager. He did know if a Board Member wanted to attend, as it was not on CDD property. Mr. Yuro wanted to be involved, as he lived on Hole #7. *There was Board consensus for Mr. Yuro to attend.* Regarding the 420 St. Johns Golf Drive pipe repair, Mr. Silverstein reached out to the ChatGPT contractors. Two of them said that they were not interested, but a couple have not yet responded, so he reached out to them again. Three proposals were received for sectional liners, ranging from \$30,000 to \$382,000. APS said that the product could not be applied while the pipe was charged with water and they needed to seal off the water at the pond side. If they could get the sectional liner for less than the spot repairs, this was the way to go, as it would replace the pipe without digging it up. The contractor that he was the most interested in, came in at \$62,000, as it was a product that could be applied while the pipe was wet and would set up appointments with them to walk to site. Mr. Yuro requested that Mr. Silverstein meet with the contractor to see what they say, but did not want to approve the \$62,000 repair when there was no physical evidence that the pipe was failing. He wondered how many other pipes in the neighborhood were in the same condition, as they could not spend \$62,000 for every pipe before it becomes an issue. At this time, Mr. Davis suspected that the clearing of the blockage prevented the backflow issue that occurred and the pipe was flowing as designed. *There was Board consensus for Mr. Silverstein to meet with the contractors for the \$30,000 and \$62,000 repairs and reach out to owners next to this property, to see if they were having issues.*

Mr. Silverstein asked if the Board wanted Mr. Davidson to handle the restoration of the pond bank behind 420 St. Johns Golf Drive and having a smaller contractor remove the riprap, fill it in and sod it, to build the bank back up to a natural state on both sides of the control structure. Mr. Davis felt that they could make a decision next month. Mr. Davidson believed that it would only take a truckload of dirt. Next month through the November meeting, another



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engineer would be taking over, as he was the coach of a youth football team. Mr. Davis requested that a pond map from Lake Doctors, be included in the agenda package.

**C. District Manager - Report on the Number of Registered Voters (2,005)**

Mr. Laughlin reported that there were 2,005 registered voters in the District, according to the St. Johns County Supervisor of Elections, as of April 15, 2025. Glen St. Johns had their next meeting on Wednesday, May 21<sup>st</sup> and sent an email to the District Manager to discuss the Hampton Crossing trespassing. Once he received further information, he would provide it to the Board before the next meeting. Mr. Laughlin was asked by a resident if they were going to install any signs across the pond. Ms. Weitzel recalled that they were not going to post any signs, as they did not want to set a precedent. Mr. Laughlin would inform the residents that they could call and trespass anyone on their property.

**D. General Manager**

**1. Amenities and Operations Report**

**2. Lake Doctors Reports**

Mr. Davidson presented the Amenities and Operations and Lake Doctors Reports, which were included in the agenda package. There were no comments about the football team using half of the soccer field. Hardwick Fence was supposed to finalize all of the powder coating of the fencing this week. Hopefully the project would be completed next week and the Fire Inspector would be back out and everything would be taken care of. The access control company was ready and when Hardwick was ready, they would start on the back fence. They would meet with Hardwick to ensure that the crash bar and card reader were set up properly. Some oil was dumped into a trash can that was underneath the pavilion, which his team was working diligently to clean it up. They spent a couple of days cleaning a portion that was underneath an awning by the playground. There was a concern about the security cameras not working properly, but it was operator error and everything was now recording.

**3. Sidewalk Repair Update**

Mr. Davidson reported that a list of sidewalks currently being repaired this week and next week, was provided. Slabs at 720, 732, 772 and 780 Eagle Point Drive, were being repaired. Two slabs were being repaired at 367 St. Johns Golf Drive, one at the corner of St. Johns Golf Drive

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and Eagle Point Drive and one near a driveway. The splash pad was completed. At the February or March meeting, there was a request from the swim team for two storage units, one interior and one on the pool deck. They asked if the CDD could pay for them or if it should be absorbed by the swim team. Mr. Yuro was happy to provide them with the space for the storage units, but did not think the CDD Board should be paying for swim team equipment. Mr. Davis asked if all of the sidewalk grinding was completed. Mr. Davidson confirmed that Precision Sidewalks completed all of the grinding. Mr. Davis questioned multiple sections of sidewalk that were painted yellow, where Eagle Point Drive terminated into St. Johns Golf Drive, that were within the 2-inch limit. Mr. Davidson recalled that many sections of sidewalk were marked by his predecessor. Mr. Davis felt that the grinding should continue, as these areas were raised for a long period of time and should have been covered under the original contract for the grinding.

Mr. Laughlin questioned whether the Board wanted to discuss the speed and radar signs. Mr. Leary recalled that the Board approved two signs at a past meeting, but they were delayed in order for the city to review one location on the opposite side of the street, as well as to restripe it. The one placed in the front for incoming traffic, has been a big improvement in reducing the speed of traffic, but there was still speeding. Mr. Davis pointed out this was homeowner property. Mr. Leary spoke to the homeowners about it and they were fine with it, as there was a better location. However, residents asked for speed humps, to reduce traffic speed. Mr. Davidson recommended installing a speed table across the sidewalk and the appropriate signage. Mr. Leary did not know how receptive the residents would be to the noise of cars going over the speed table, as it was a heavy traffic area. Mr. Davidson indicated that a crosswalk speed table would not cause much noise because it was flat on top. Mr. Laughlin pointed out that a CDD in Jacksonville looked at speed tables and the estimated cost was \$4,000 to \$5,000. Mr. Leary suggested looking at that as an alternative, requested some pictures and that Mr. Davidson work with Mr. Laughlin.

Ms. Weitzel questioned resident concerns about pond fishing. Mr. Laughlin recalled that a resident complained about it a couple of weekends ago and wanted staff to take action right away, but there was not much that they could do, as the CDD had a policy for no fishing in the ponds. This was a matter of people trespassing on residential property. Mr. Davis did not mind people fishing, as long as they behaved and did not see the need for serious enforcement. The issue was that a resident publicly offered cash for staff to break the rules. Mr. Yuro pointed out

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that the CDD did not own the ponds. Mr. Laughlin pointed out that the Board had the ability to allow fishing. Mr. Davis voiced concern about outsiders frequenting the community, if they allowed fishing. Mr. Leary indicated in their policy, fishing in District lakes and other District stormwater management facilities was prohibited and asked if this was for all of the lakes or just CDD lakes. Mr. Haber explained that homeowner lakes were part of the District's stormwater management system, but the District had an obligation to maintain them, if a homeowner was not compliant with the permit. Mr. Davis requested that communication be sent to homeowners about fishing in the ponds, throwing trash in the parks and riding e-bikes in a dangerous manner.

#### **4. Fitness Equipment**

Mr. Davidson spoke to LifeFitness and Techno Gym about updating the proposals to not include tax, which was provided and included in the agenda package. Both vendors were reputable and highly recommended by someone that he spoke to. A resident survey showed that 63% of residents were in favor of Techno Gym and 30% were in favor of LifeFitness. A question was asked regarding the difference between a capital lease and fair market value lease. In a capital lease, the lessee may purchase the equipment for \$1 at the end of the buyout term and in a fair market value lease, the lessee may purchase the equipment for fair market value for the remainder of its term or choose to take another lease out. The capital lease was more expensive than the fair market value lease. Mr. Leary pointed out that Techno Gym offered a capital lease versus LifeFitness, which offered a fair market value lease. Mr. Davidson stated that someone who used the Gym five to six days per week, preferred Techno Gym, as it provided more versatility. Ms. Weitzel voiced concern that LifeFitness had locations in most states, but Techno Gym was based in Italy, which would make it difficult to obtain parts. Mr. Davidson understood that it would only take a couple of days to obtain the parts. Beacon Lakes used Techno Gym, which was one of the busiest Gyms that Mr. Geary used but felt that it was necessary to get a Preventative Maintenance Agreement or plan. Mr. Laughlin included funds in the budget for a 36-month lease and confirmed that they currently had a Preventative Maintenance Agreement. Mr. Yuro was in favor of Techno Gym. Mr. Leary agreed but recommended a 60-month lease. Mr. Leary questioned the warranty. Mr. Davidson stated that there was a three-month warranty on labor, upholstery, springs, belts and cosmetic items, a one-year warranty on bearings, a five-year warranty on block, pulleys, plates and guide rods and a 10-year warranty on the frame.

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On MOTION by Mr. Geary seconded by Ms. Weitzel with all in favor entering into a 60-month lease with Techno Gym for fitness equipment and continuing with quarterly maintenance was approved.

### **5. Tennis Court Resurfacing**

This item was tabled, so that Mr. Davidson could discuss this further with Mr. Laughlin. Mr. Geary questioned the monthly amount to maintain the playground. Mr. Davidson indicated that they check it every day and would be out there tomorrow to look at the playground, along with all of the other amenities and would be meeting with BrightView. Ms. Weitzel requested that Mr. Davidson look at the picnic tables under the awning, as pieces were falling off.

## **NINTH ORDER OF BUSINESS**

### **Ratification of Engagement Letter from Grau & Associates for the Fiscal Year 2025 Audit and Four Optional Renewals**

Mr. Laughlin recalled that Grau & Associates was selected by the Audit Committee, last month, to serve as auditor. This was their engagement letter to start the audit for Fiscal Year 2025, which included four options renewals.

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor approval of the engagement letter with Grau & Associates to perform the audit for Fiscal Year 2025 in the amount of \$3,800 with four optional renewals was ratified.

## **TENTH ORDER OF BUSINESS**

### **Consideration of Proposal from CBuss for Splash Pad Filtration Repair**

Mr. Laughlin presented a proposal from CBuss for the splash pad filtration repair, which was included in the agenda package. This was a sand filtration system and sand needed to be swamped out after so many years. Mr. Davidson explained that the proposal included removing rubber particles out of the system, to bring it back to its natural state. It would also include switching out the sand, which was required by the Health Department, as well as a deep cleaning, removal of the rubber, sand change, complete drainage of the water tank, deep cleaning of valve diaphragms and installation of a new controller. Mr. Davis felt this was a good idea, now that the new surface was installed.

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On MOTION by Mr. Davis seconded by Mr. Geary with all in favor the Proposal from CBuss for Splash Pad Filtration Repair in the amount of \$3,877.86 was approved.

**ELEVENTH ORDER OF BUSINESS****Discussion of Future Amenity Capital Improvements****A. Pool Deck Renovations**

There were no changes.

**B. Amenity Meeting Room Upgrade**

Mr. Laughlin reported that updated plans were received for the amenity meeting room, which were included in the agenda package. Mr. Leary spoke to the Architect, Bhide & Hall, last week, who provided some preliminary concepts, which were included on Pages 125 through 135 of the agenda package. Mr. Davis asked if they needed a TV screen. Mr. Yuro felt that they needed it, as the room would be primarily used for camps. Mr. Geary suggested having it flushed into the wall to tuck it away. Mr. Laughlin pointed out that it was not just a TV, it was also a personal computer. Mr. Davis only saw it used once by one of the cable companies presenting to the HOA. Mr. Yuro liked the revised plans better than the original ones, as it provided a nice upgrade and questioned the next step. Mr. Laughlin stated that 60% design development was expected on May 21<sup>st</sup>. Mr. Davis requested that Bhide & Hall import the screen, but voiced concern about the swinging of the barn doors. Mr. Davidson indicated that there would be a track at the bottom. Mr. Yuro did not think it would be a big deal as it would only be opened, to get items in and out and then it would be closed, as it provided a nice look. Mr. Davis requested that Bhide & Hall consider a door that could potentially be locked. Mr. Davis liked clearing the wall and having a natural seating area. Mr. Yuro felt that this was a great update, as this would be a huge upgrade. Mr. Laughlin would include the 60% design plan in the next agenda package.

**C. Playground Enhancement**

Mr. Davidson met with Tom Hand, who installed most of the play structures in St. Johns County, especially Rivertown. They were excited about the project. They asked several questions, which Mr. Davidson answered, including the cost, which he indicated the Board was not looking for, as they wanted to understand pricewise what they were looking at. He was still

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waiting for Southern Recreation to respond, the original developer of the playground, so he could schedule a meeting with them. One of the options was repairing the existing equipment, to bring it up to par. He provided brochures to the Board and noted that when Julington Creek installed all new playground equipment, it was a \$1 million project, versus Rivertown, which cost \$800,000. Mr. Davis pointed out that there were three projects that they wanted to try to complete with the same pool of money, which was less than \$800,000. Mr. Yuro suspected that they must dispose of their current equipment and replace it, as it was 25 years old, but it needed to fill the existing space. Ms. Weitzel pointed out that residents wanted to keep the wood look and preferred to have a playground that was smaller in size or equipment that fit within that size. Mr. Laughlin did not know if bond funds could be spent for repairs. Mr. Davis understood that bond funds could be spent on any amenities. Mr. Haber confirmed that if there was a fairly substantial refurbishment, bond funds could be used, but repairing wood and bolts was a maintenance item that bond monies could not be spent on.

## **TWELFTH ORDER OF BUSINESS**

### **Consideration of Resolution 2025-04, Approving the Proposed Budget for Fiscal Year 2026 and Setting a Public Hearing Date for Adoption**

Mr. Laughlin presented Resolution 2025-04, approving the Proposed Budget for Fiscal Year (FY) 2026 and setting the public hearing, which was included in the agenda package. The public hearing date, as stated in the resolution, was for the August 21<sup>st</sup> meeting. It was a two-step process. With an increase, a letter was sent to every resident, informing them about the August public hearing. When the budget was adopted in August, they could lower what was approved but not increase it. The total increase was 7.49% or \$114 for the year, due to a total increase in expenditures of \$26,909 and less *Carry Forward Surplus*. There was less of a carry forward surplus this year. Last year, they did not need to increase the *Maintenance Assessments* as much, because they had more of a surplus. There was an increase of \$86,000 on *Maintenance Assessments*, which was a combination of \$60,000 less Carry Forward Surplus, plus the \$26,000 increase. The *Administrative Budget* increased by \$5,117, due to GMS requesting a 5% increase and an increase in *Insurance*. Mr. Leary requested that the Management Fee be reduced from 5% to 3%, as other CDDs were paying a lower amount. Mr. Laughlin agreed. In the *Field Budget*,

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*General Manager* had a contractual increase, per the agreement. St. Johns Golf was budgeted at \$30,000, but if the contract with Agrow Pro was approved, it could be reduced by \$6,000.

Mr. Leary noted no budgeted increase for Landscaping but asked if there would be some increase with labor and irrigation costs. Mr. Laughlin explained that Landscape Maintenance was based on the contractual amount, which would not fluctuate. He was hesitant to increase it before they went out for Request for Proposals (RFP) in October, when their contract expired. Mr. Leary did not want to increase it but felt that there was a risk with the landscaping. If the amount from the RFP was higher, Mr. Laughlin indicated that they could move monies from other funds to balance that line item. It should not be more than 3% to 5%. In order to do the RFP, there needed to be a motion from the Board and recommended starting it sooner than later, as they needed 30 days for the Board to review and approve the RFP and another 30 days to issue it. Mr. Haber recommended that the Board prepare the RFP and provide it to the Board at the next meeting. Mr. Laughlin would work with Mr. Davidson and Mr. Haber on the RFP. Discussion ensued and at the request of the Board, Mr. Laughlin lowered the assessment increase from 7.49% to 5.3% or \$114 to \$81, reducing the *Capital Reserve Transfer* from \$200,000 to \$170,000. Mr. Davis requested a capital reserve schedule. Mr. Laughlin would provide the Capital Reserve Study to the Board. After further discussion, there was Board consensus to lower the assessment increase from 7.49% to 4.96% or \$77, by removing the \$7,500 in *Contingencies*, reducing Management Fees from 5% to 3% and lowering the Gym equipment from \$30,000 to \$27,000.

On MOTION by Mr. Yuro seconded by Mr. Davis with all in favor Resolution 2025-04 Approving the Proposed Budget for Fiscal Year 2026 with a 4.96% Increase in Assessments and Setting the Public Hearing Date for August 21, 2025 at 6:00 p.m. at this Location was approved.

### **THIRTEENTH ORDER OF BUSINESS**

#### **Contracts Review**

Mr. Laughlin would provide the landscaping scope and draft RFP to the Board at the next meeting. Mr. Yuro requested that the RFP clearly define the areas of responsibility, such as lake banks and front entry. Mr. Davis requested that any areas outside of the entrance, be marked on a map. Ms. Weitzel questioned whether the Central Security rate increased. Mr. Laughlin recalled that it increased five or six months ago. Ms. Weitzel wanted the officer to actively walk the

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grounds all the time, especially with the e-bike issue, as she observed the officer in the office or on the pool deck talking to people, several times. Mr. Leary questioned when their contract expired. Mr. Laughlin stated it was an annual contract. Mr. Leary proposed having a formal review of their contract. Mr. Laughlin pointed out that there was typically an hourly rate. Mr. Davidson offered to meet with Central Security, to discuss the Board's expectations and what was being observed. Mr. Laughlin would look at what other CDDs were paying hourly for security and provide an analysis at the next meeting. Mr. Yuro pointed out that they were not objecting what the CDD was paying, but what they were doing and suggested allowing Mr. Davidson to have those discussions with Central Security. If there was no change, it would go out for bids.

#### **FOURTEENTH ORDER OF BUSINESS                      Supervisors' Requests**

Mr. Geary had a question about what they were spending on the playground for maintenance. Mr. Davidson indicated there was not much maintenance other than some hammering and nails, but he would go back and look at what was spent.

#### **FIFTEENTH ORDER OF BUSINESS                      Public Comments**

Resident Ralph Darling of 1929 Glenfield Crossing Court requested that the Board look at the policy that Mirabella had for fishing, as it was for residents only. Mr. Laughlin stated that the policy was always resident only fishing, but people from outside of the community were fishing. Mr. Davis indicated that current rule was for no fishing, which the Board was not changing. A Resident asked if the Board was taking action to address the trees pushing up the pavement and curbs throughout the neighborhood, as it was getting worse, causing ponding and stagnant water, which was a health hazard. The Board went through an extensive amount of research and listened to presentations about the chemical treatment for feathering the roots, but it was voted down because it was too expensive. This needed to be addressed with money that was left over from the bond. Mr. Davis recalled when 2 Men Concrete did the concrete panels for the sidewalks, they ripped out the roots. The Resident indicated on a limited basis, they cut some of the roots down and repoured the curbing, but now the roots were starting to get bigger. The longer that they went out without repairing it, the worse it would get.



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Resident Paul Skogerboe, who lived across the street at 228 St. Johns Golf Drive, had the same issue with the tree roots and asked if there was a plan to fix the curbs. Mr. Laughlin indicated that the Board had not discussed it, as their main focus was on the sidewalks, but they could have them inspected. Mr. Silverstein pointed out that they did pavement assessments for CDDs and HOAs and could assess the ones in the community, as water could damage the base and cause faster deterioration. If it was a county road, St. Johns County would not allow any spot repairs; they must do 50 feet in each direction, to the centerline of the road, which was costly, versus cutting out a sliver where root damage was. The gutters could be measured or surveyed, to find the low point and then they could isolate where they can keep the conveyance and gutter consistent, so the water could flow through. The roads were crowned and if there was rooting in the pavement, they should not be repaving it. Mr. Yuro recalled that the roads were repaved and curbs were torn out four years ago, as whether they do the fix now or later was the same fix. The true fix to cut out the root, was to cut into the road and suggested looking at areas that had pooling water, as they could not afford to tear the road up every three years to cut tree roots down, but was not opposed to looking at the curbs, in order to keep the water flowing. *There was Board consensus for Mr. Silverstein to look at these areas with Mr. Laughlin and provide a proposal to cut out a curb and replace it.*

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

- A. Approval of Minutes**
  - 1. April 17, 2025 Board of Supervisors Meeting**
  - 2. April 17, 2025 Audit Committee Meeting**
- B. Financial Statements as of February 28, 2025**
- C. Check Register**

Mr. Laughlin presented the minutes of the April 17, 2025 Board of Supervisors and Audit Committee meetings, Financial Statements as of April 30<sup>th</sup> and the Check Register totaling \$136,239.46, which were included in the agenda package.

On MOTION by Mr. Davis seconded by Ms. Weitzel with all in favor the Consent Agenda was approved.

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**SEVENTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – June 19, 2025  
@ 6:00 p.m. @ St. Johns Golf & Country  
Club Meeting Room**

Mr. Laughlin stated that the next meeting as scheduled for June 19, 2025 at 6:00 p.m. at this location.

**EIGHTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Weitzel 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