

**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, **July 17, 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>by phone</i>	Kutak Rock, LLP
Branden Marcinell	Matthews
Mike Silverstein	Matthews
Jason Davidson	Vesta Property Services
Stephanie Taylor	Vesta Property Services

The following is a summary of the actions taken at the July 17, 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 6:00 p.m. A quorum was present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment (*regarding agenda items listed below*)

There being no comments, the next item followed.

July 17, 2025

Sampson Creek CDD

FOURTH ORDER OF BUSINESS**Amenities Booking Request**

Mr. Laughlin presented two requests that were received today: one for a mixed doubles league for tennis and a request from Liberty Pines Academy (LPA) for use of the soccer field. Ms. Weitzel recalled that there was also a request from the Boy Scouts. Mr. Yuro asked if the Boy Scouts were meeting once a week or once a month. Mr. Laughlin would find out. In the meantime, Ms. Weitzel recalled the request from a resident for a mixed double tennis league, was approved by the Board before. Mr. Yuro had no problem with it, as it was approved in the past and there were no complaints.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the request from a resident to have a mixed double tennis league from September 1, 2025 to November 30, 2025 and from January 1, 2026 to April 30, 2026 was approved.

Mr. Laughlin presented a request from the Liberty Pines Academy (LPA) football team, which would start at the end of July through the end of October, from 5:30 p.m. to 7:30 p.m., which was the same as their prior request. Mr. Yuro asked if there were issues with them in the Spring. Mr. Laughlin replied affirmatively and at one point, they stopped coming. Ms. Weitzel understood this would just be for the varsity team, versus in the Spring, when they had the JV and varsity and kids spilling onto the other half of the field. Ms. Taylor confirmed that there were 70 kids in the Spring and this time it was just the varsity team, which had 35 participants and five coaches. Mr. Yuro did not want it to become the local school football field, without LPA trying to hold their practices elsewhere. Mr. Davis noted that it was a community sports league, with 40% of the kids living in Sampson Creek and his biggest concern was with the large number of people on the field at one time and they were continual requests to use the field. Ms. Weitzel was aware of the large amount of people, as it was one large group and now it was being presented separately. Mr. Yuro was irritated that a month after the Board approved this request, LPA took over the entire field and did not follow the rules. Mr. Geary pointed out that they were supposed to use half of the field, were spilling over to the other half, they were warned and did it again.

Mr. Yuro did not hear any complaints about any turf damage. Mr. Leary noted there was not much rain the first time around, but they needed to be careful this time, as they were now in

July 17, 2025

Sampson Creek CDD

the rainy season. Mr. Yuro pointed out if they approved this request, the Board needed to be strict with them only using half of the field and not using the field when it was wet. Mr. Leary requested that Ms. Taylor work with Mr. Spicer, to have a clear understanding, if there were downpours and saturations, they could not use the field. Ms. Taylor would provide an addendum for Mr. Spicer to sign with these stipulations, so it was documented and was amenable to being onsite for the majority of their practice times, to ensure that they were adhering to the regulations. Mr. Leary suggested that the LPA split their time with St. Johns Forest. Mr. Yuro recalled that St. Johns Forest changed their access, so non-residents could not get to the Amenity Center without going through the gate. Ms. Weitzel assumed that they had another location, if they were only asking for two days per week, as they practice three or four days per week and requested that if they violate the rules, they only receive one warning and then they were done. If it was manageable, Mr. Yuro was in favor of it, as most of the kids were from this community. Ms. Taylor offered to change her schedule from 10:00 a.m. to 6:00 p.m. to 11:00 a.m. to 7:00 p.m.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the amenity booking request for the Liberty Pines Academy middle school football team to use half of the athletic field starting at the end of July through the end of October from 5:30 p.m. to 7:30 p.m. was approved, subject to using only half of the field at a time, not playing in wet conditions and the General Manager monitoring it closely.

Mr. Laughlin presented the request for the Boy Scouts to use the amenity meeting room from 6:30 p.m. to 7:30 p.m., starting on August 5, 2025 to May 12, 2026, which was the same as prior years. The person who made the request, did not know how many members were residents; however, there were only 10 kids. There would be two to three meetings per month, mostly on Tuesdays. Mr. Yuro was in favor of it, due to their use of the room in the past and no one else requesting the use of the amenity meeting room during those dates and times. Ms. Weitzel asked if they paid to use the room. Mr. Davis recalled that they wanted it to be waived, which was the reason for this request. Ms. Taylor confirmed that typically, the room was available.

July 17, 2025

Sampson Creek CDD

On MOTION by Mr. Davis seconded by Mr. Geary with all in favor the amenity booking request for the Boy Scouts to hold their meetings in the amenity meeting room beginning on August 5, 2025 and ending on May 12, 2026 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Request for Partial Easement Release (2009 Glenfield Crossing)

Mr. Laughlin presented a request for a partial easement release at 808 Eagle Point Drive, which was included in the agenda package. This was similar to the request that the Board discussed last month. It would be a permanent structure, as they were building a pool and therefore, it would be a release of the easement, as opposed to an encroachment. Mr. Davis recalled that the last request had a pipe underground in the easement and this one did not. Mr. Laughlin confirmed that the purpose of this easement, was for access to the pond. Mr. Davis asked if there was any concern from the engineering side. Mr. Marcinell did not see an issue with it, as according to the survey, the space between the top of bank and the outside of the easement, was enough to allow a good size vehicle to go through and maintain it. Mr. Leary asked if the CDD wanted the easement or the property owner. Mr. Marcinell confirmed that the property owner wanted a release of the easement. Mr. Yuro pointed out that the easement was typically at the top of bank, but they were showing a top of bank closer to the water, but did not see an issue with it, because there was plenty of room to get through there. Mr. Marcinell agreed.

On MOTION by Mr. Yuro seconded by Mr. Davis with all in favor the request for partial easement release for 2009 Glenfield Crossing was approved, subject to an agreement.

Mr. Laughlin would inform the homeowners tomorrow and have an agreement drafted.

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. Davidson was informed yesterday evening, that Mr. Bauman had a medical emergency and could not attend this meeting. Mr. Yuro

July 17, 2025

Sampson Creek CDD

recalled that BrightView was going to do some enhancements or top dressing to some of the grass areas along Leo Maguire Parkway, as there were many were bare. In one area, there was a blowout of an irrigation line, halfway on Leo Maguire Parkway, which they dug up and fixed, but BrightView left a giant dirt path. Mr. Davidson did not disagree and would reach out to Mr. Bauman about cleaning up this area, as the dirt would wash into the roadway and continue to erode it. Mr. Leary completed a ride through with BrightView and Vesta, looking at many areas in the community that needed to be resod and asked Vesta to document those areas in a table along with photos and priority level. Mr. Davidson would create one and provide it to the Board.

C. Discussion of Bermuda Issues by Basketball Court

Mr. Leary recalled discussion at the last meeting regarding the declining new Bermuda sod adjacent to the basketball court, that was installed. There had been no action in this area since the last meeting and he continued to question BrightView about it. Mr. Davidson met with Mr. Bauman to discuss this area, as he wanted a detailed explanation specific to Mr. Leary's request on what happened to the Bermuda, what they were going to do and what the action plan was moving forward, but had not heard anything back from Mr. Bauman, but upon his return, would follow up. Where it was brown, the soil was rock hard, from all of Oaks that were pulling the nutrients. Mr. Leary recalled that this area was perfect in April and May, but something changed. However, the report mentioned overwatering, which did not surprise him, as when the sod was installed, there was watering three days per week, but in the last several weeks, watering occurred seven days per week, plus there was rain. All of these things should have been addressed before the sod was installed. Mr. Yuro voiced frustration with BrightView, as well as the prior landscaper, if the CDD was paying them to install and maintain the sod, as keeping it healthy, was their responsibility and if not, they should warrantee it and redo it.

Mr. Leary included photos for an area adjacent to it, along the soccer field, which was beautiful in April and May, but has now declined. Nothing was being said about it. Mr. Laughlin pointed out that some of these areas were in the same sunlight conditions as the brown area. What was problematic for Mr. Leary, was that BrightView was not paying attention, as it was being mowed every week and was now full of weeds. Mr. Yuro agreed and felt that BrightView were only moving and edging, as this was the reason they went out for Request for Proposals (RFP). Mr. Davis agreed, recalling that their contract was up for renewal, as there were multiple

July 17, 2025

Sampson Creek CDD

spaces, just before the stop sign at Forest Glen on Eagle Point Drive, where a section of turf was getting worse and worse. The same was occurring in the park bench area around Pond 25. Mr. Yuro did not want to point fingers and asked staff to reach out to BrightView, if they see something starting to decline, before the Board started to make comments about it. Mr. Davidson pointed out that he had conversations with BrightView in regards to it and relayed his concerns to them, which were the same concerns that the Board was now sharing, but unfortunately, they were seeing the same results. In Mr. Yuro's opinion, the next step was to look at the contract and withhold payment. Mr. Laughlin suggested that the Board send BrightView a letter of deficiency, withholding a month's payment or amount determined by the Board, until these deficiencies were corrected. Mr. Haber advised that the Board had the right to do so, but they had to justify the amount being withheld and withholding the payment until the issue was resolved.

Mr. Leary proposed giving BrightView one more meeting to bring back solutions and repair these areas. Mr. Yuro agreed. Ms. Weitzel agreed, as the front entrance needed to be spruced up, compared to Southampton's new entrance and St. Johns Forest. Mr. Davidson wanted to speak to BrightView about the entrance, but he could not even get them to keep the turf where it was and would speak to the person above the Account Manager, so they could understand the Board's needs and expectations and that they were not being met. Mr. Yuro asked if they figured out who was turning off their irrigation valve. Ms. Taylor checked it for two weeks and only found that it was turned off once, during the Fourth of July, but asked both landscaping teams to let her know every time they turned it off. Mr. Yuro questioned where the valve was located. Ms. Taylor indicated that it was located at Leo Maguire Park and Eagle Point Drive. Mr. Davis questioned why it was available for anyone to turn off. Ms. Taylor pointed out that it was in the ground with a cover on top and the only thing that she could do, was to put a screw in it. Mr. Yuro questioned whether they could put a padlock on it, by drilling a hole through the lid and through the side. Mr. Davidson indicated that there were different locking mechanisms that they could try, like a lid lock that used a special tool, versus a key. In the RFP, Mr. Davis requested that the landscaping map be included in each report. Ms. Taylor pointed out that she was working on a monthly landscaping log, like with the ponds, as well as a picture that Matthews provided, which she will be sending out in her weekly report.

SEVENTH ORDER OF BUSINESS**Staff Reports**

July 17, 2025

Sampson Creek CDD

A. Attorney

There being no comments, the next item followed.

B. Engineer

Mr. Marcinell introduced himself, as he was attending the meeting on behalf of Mr. Tyler Smith. He was instructed to provide a proposal for the drainage pipe at 420 St. John's Golf Drive. The bulkhead at 1929 St. Johns Golf Drive was marked as, "*Removed From List,*" as it has been completed. There was an outstanding invoice from the contractor that had not been addressed for Hole #7. They were seeking a response from their lawyer on scheduling a meeting with the contractor, Matthews and Board Members, for an adjustment on the invoice amount that they were owed. Mr. Yuro confirmed that one invoice was received, which included a day's worth of work that was never authorized and questioned whether it was revised. It was not revised to Mr. Marcinell's knowledge. Mr. Davis recalled that Mr. Mike Silverstein was supposed to talk to the contractor. Mr. Marcinell stated there was back and forth with people above Mr. Silverstein, as they were unhappy with the way that he handled the situation, but they had records showing that Mr. Silverstein had good communication and intent of the project. Mr. Laughlin recalled that the Board approved the initial proposal, which was \$12,000 for the digging and exploration, but once they got into the pipe, it was completely full with dirt. They notified him that they needed to use a vac truck that would cost between \$4,000 and \$5,000, which was approved, as they needed to proceed, since the hole was open. However, a couple of days into the project, they received an email at the end of the day from Armstrong, stating that it would take five to six days to complete project, at a cost of \$14,000 per day.

Mr. Yuro clarified that the day that the vac truck arrived and Armstrong cut a hole in the pipe and found that it was full of dirt. The vac truck was pumping all day and removed X amount of material, but by the size and length of the pipe, they calculated a certain amount of material left in it, which would need to be sucked out and would take five days. The cost of \$14,000 was for a tractor to be out there every day and three employees for 10 hours per day. Mr. Yuro immediately called them to say that there was no way that the CDD was paying this amount, because most of the dirt that was in there, was due to their mistake, because when they came out a month earlier, they did not plug the pipe like they were supposed to, which saturated the entire area, causing the muddy, silty dirt to go back into the pipe. They also charged \$4,000 for the vac truck and another amount for the hose, as well as for the plugs and their employees, which the

July 17, 2025

Sampson Creek CDD

CDD already paid for. On the first day, Armstrong opened it up and said that they needed a vac truck, which they quickly approved and came out the next day, but at 3:30 p.m. they informed him what they needed for the rest of the week, which was \$100,000 and Mr. Yuro informed them to patch and close the hole back up. They stayed out there until 8:00 p.m. and finished the job, but they still provided an invoice for \$12,000 plus another \$14,000, versus \$12,000 plus \$4,000, which included items that the CDD paid for in the original estimate.

In his opinion, Mr. Yuro felt that Armstrong did the work that the Board approved at the initial amount, which was to open up the pipe to make the repair and plug the pipe and should get paid \$4,000 for the vac truck, but not to pay the additional \$14,000. Mr. Davis pointed out that the hole in the pipe was now patched and the turf above it, was repaired by the golf course, which everyone was happy with. The pipe was open on both ends and water was flowing freely through it but asked if there was any way to evaluate if water was actually moving. Mr. Yuro was sure that there was dirt in the pipe, but it was just an equalizer pipe, not a pressure pipe that was turned on and water flowing through it. Over time, the dirt would dissipate, as it was not unusual to have silt in a pipe, but it was not causing any harm. Mr. Yuro did not like the way the contractor was treating them, which was why he wanted them to finish the work and leave. Mr. Davis felt if everything was completed per the specifications, the CDD should pay for everything that was approved and nothing else but asked if Matthews could speak to them. Mr. Davidson stated that Matthews seemed headstrong to pay the contractor the full amount that they were seeking, without any communication. Mr. Yuro was happy to be involved but felt that the point of contact should be District Counsel.

Mr. Haber recommended sending an official letter to the contractor, as the CDD was obligated to pay what they owe and stating that the payment was for services rendered and allowing the contractor to make the next move. Mr. Davis agreed, as the contractor did not have any leverage to ask for more money, but if they believed that they deserved something else, they should send a separate invoice. Mr. Yuro agreed to pay them the original amount of \$12,000, plus \$4,000 for the vac truck, with a note stating that it was the amount that was approved and thanking them for their service. Mr. Davis agreed. Mr. Laughlin would coordinate with Mr. Haber, have a check cut for the amount discussed and send the letter. As far as the roof issues, Mr. Marcinell had a note for the District Manager to complete their walk through and once they received the punchlist, staff could work with them to finalize it. For the speed tables, examples

July 17, 2025

Sampson Creek CDD

were provided. Mr. Laughlin pointed out that the CDD was past that, as a location was found for a speed sign.

C. District Manager

Mr. Laughlin received an email at 4:30 today from the Architect, Bhide & Hall for the amenity meeting room upgrade. They wanted to get to the 100% completion point, which was discussed at the last meeting, but 60% was sufficient to bid it out. They had not completed the documents to 100% sign and seal, because they were not approved to do so and would request a price estimate on the documents. If it was not where the Board wanted to be at, the Board could decide to move to the next phase, completing sign and sealed documents for a hard bid. For hard bid process, Bhide & Hall would set a bid bond on the project, which was required of anything over \$150,000, requiring a performance and payment bond, to ensure that the contractor pays his subcontractors properly and if he walked, the bonding company would cover it. It would also include a public entity's crime statement, which must be notarized by the contractor when he submits the bid, W9 and ID forms, trench safety affidavit, bonding capacity certification letter and warranty requirements. The District had a right to keep 5% retainage on the project to ensure it was completed, which was the maximum allowed by the state. Mr. Laughlin believed by this email, they were discouraged by not having the 100% completed. Mr. Leary pointed out when he checked with them several days ago, they were going to start the hard bid process and provide proposals at the August meeting.

Mr. Leary questioned the normal process with the bids and if it would be handled by the CDD engineering firm or the architect. Mr. Yuro felt that the architect was better suited to handle the bidding for the plans, because they understood it better than an engineer would. Mr. Laughlin recalled that they were willing to manage it, but there would be a small administrative fee. Mr. Davis questioned the work that was completed between 60% and 100%. Mr. Laughlin indicated that Bhide & Hall would get bids and prices. Mr. Yuro asked if there was a reason why they did not want to go to 100%, as the Board Members were in agreement on where the plans were at 60%. They should complete the plans and be done, as the Board signed the contract and allocated the funds. Mr. Laughlin reported that 60% was to design the development documents, plans and outline specifications. Mr. Leary questioned the cost for 60%. Mr. Laughlin recalled that the District paid for 30%, which was \$3,600 and 60% was \$6,300. 90% for the pre-final

July 17, 2025

Sampson Creek CDD

construction documents was \$6,300 and 100% for the final design permit was \$1,800. There was also a \$2,000 administrative service fee. Ms. Weitzel believed that the Board did not approve 100% because they did not decide to proceed with the project and were only trying to get the costs, based on their vision, but they could not do this without going further. Mr. Leary recalled that the Board want to see if the project was financially feasible. Mr. Laughlin would inform Bhide & Hall, that the Board was seeking pricing at this time.

D. General Manager

1. Amenities and Operations Report

2. Lake Doctors Reports

a. Service Reports

Ms. Taylor presented the Amenities and Operations and Lake Doctors Reports, which were included in the agenda package. At the last meeting, a few residents talked about the conditions of the ponds, so there was now a table in their monthly report, showing when each pond was treated, as well as some pictures of ponds that were being monitored closely, due to algae blooms and ponds that looked great. Mr. Yuro appreciated the pictures. Ms. Taylor indicated that Lake Doctors was phenomenal, as they provided a great deal of information. The Board requested manual removal of algae, but Lake Doctors typically used a spray treatment and grass carp. When she performed a pond review, she noticed that the ponds looked better, but some needed help, which they were monitoring, but their treatments were phenomenal, although they had to follow EPA regulations. The reports from Lake Doctors were fairly detailed, which she appreciated.

b. Proposal for Fee Increase

c. Proposal for Grass Carp

Ms. Taylor presented a proposal from Lake Doctors for 200 grass carp in the amount of \$2,000, which was included in the agenda package. It would be for the entire community and the amount for each pond was based on pond conditions, depth and length of the pond. However, they would not be able to stock the ponds until October or November. Mr. Yuro was in favor of it, as it was beneficial.

July 17, 2025

Sampson Creek CDD

On MOTION by Mr. Yuro seconded by Mr. Leary with all in favor the proposal from Lake Doctors to stock the ponds in the community with grass carp in the amount of \$2,000 was approved.

Ms. Taylor presented a proposal from Lake Doctors for a fee increase from \$2,360 to \$2,430 per month or \$29,000 per year for Fiscal Year 2026, which was included in the agenda package. There was another proposal for grass carp stocking for Fiscal Year 2026, which they need to file for a permit. Mr. Davis asked if Lake Doctors would look at the vegetation on the retaining walls, as it got out of control last year on Pond 25. Mr. Laughlin recalled discussion with Lake Doctors multiple times about Pond 25A, but they claimed there was no access point, which staff showed to them. Mr. Davis had not heard any complaints. Ms. Taylor received one complaint at the last meeting, which she provided to Lake Doctors, for a pond that they took out a john boat and sprayed, but it needed significant grass carp. Mr. Davis noticed vegetation that was appearing at the beginning of Pond 24. Ms. Taylor noticed a great deal of algae blooms around it during the pond inspection, especially in the perimeter, which she requested a treatment for. She would keep this in mind during the next pond inspection.

Ms. Taylor emailed photos to the Board of the current state of the playground, to better understand the wear and tear that was occurring. There were many cracks in the structure. They would like to hang up a bulletin board in the Gym, as residents claimed that they did not know about events or updates, because the only amenity that they used was the Gym. There used to be one years ago, but it was removed and they were looking at putting one on the wall where the treadmills and cardio machines were. *Discussion ensued and there was Board consensus for Ms. Taylor to install one.* Regarding the playground, the wooden beams were starting to chip and there were stress crass on the structural pieces, which was concerning. Southern Recreation was the vendor that re-vamped it and came out to look at the playground. Their professional opinion was that it could not be repaired and needed to be replaced. Mr. Davidson indicated that Kompan provided the same result and price. Southern Recreation refurbished the playground 15 years ago and it was their opinion, that it was past the point of refurbishment. Mr. Davis asked if they discussed replacing it with another wooden structure. Ms. Weitzel had spoken with some mothers whose kids use it frequently and they would like to have a wooden structure, but if they did what they have now, questioned whether they would be having the same conversation in 20 years. She and Mr. Davidson looked at the playground in Rivertown, which had a newer type of

July 17, 2025

Sampson Creek CDD

playground that looked and felt like wood, but was sturdier and durable. However, it was more expensive.

Mr. Davis questioned the cost to replace the one that they had now. Mr. Davidson confirmed that it would be around \$500,000 but would do further research to compare the costs. Southern Recreation did not have an issue with the other structures, as it was in a shaded area. Ms. Weitzel was not in favor of Option 2, as Option 1 was \$141,000 and included a bridge, but she wanted to see a climbing structure. Mr. Yuro did not like the feel of Option 2, as he wanted to keep it as a wood structure. Therefore, he was in favor of Option 1, but with climbing elements that appeal to the 8- to 12-year-old age group and asked if the cost included demolition. Ms. Taylor confirmed that it included demolition and mulch. Mr. Leary felt that the playground was substantial, interesting and unique, but it was underwhelming and would like to see more evidence about why it could not be repaired. He felt that it would be a disservice to the community if they put in something that did not have the Wow factor. Mr. Yuro would be disappointed if they replaced it and it was less than what they had. Mr. Laughlin proposed doing a phased approach, by adding pieces of it at a time until it was large again. Mr. Geary suggested that a structural engineer take a look at it. Mr. Laughlin recalled using a structural engineer a few years ago, on the slide and would find his contact information. Mr. Davidson was appreciative of the feedback and in the interim, would work with Southern Recreation and Kompan and other vendors that specialize in playground structures, to provide a proposal for a phased approach.

Regarding the access control system, Ms. Taylor had a discussion with the front office staff and there was consensus that it was outdated. They reached out to the vendor to ask if there was a software update, which would help with the issues that they were having, as it was harder to issue cards and not provide the full functions that they needed. However, they said there were no additional updates, as this was the most up to date one, but unfortunately it was not working in their favor. Therefore, she would like to have approval from the Board to reach out to vendors for prices for more up to date software, allowing for the transfer of their current resident information, because it would be more expensive to do a completely new system with new cards. It was not expensive to switch over to new software, especially if they could use the existing card readers, as the price per card was \$3 to \$5 and they had over 2,000 cards. Ms. Weitzel suggested looking into a digital card. Ms. Taylor was also looking into this, as it was Bluetooth enabled by use of a phone and would perform an audit of the households in the community. Mr. Davis was

July 17, 2025

Sampson Creek CDD

in favor of it. *Discussion ensued and there was Board consensus for Ms. Taylor to look into vendors for a software update.*

Ms. Taylor reported that an emergency exit sign was placed on the emergency gate at the splash pad and the alarm was activated. Residents were informed about it. The golf course performed aeration on the soccer field on July 2nd and would be adding their monthly report into the CDD agenda package. She reached out to the YMCA about their camp itinerary, games that were played and locations that could be used. It was a productive conversation and she had seen some changes. A survey was sent to residents last Friday and there were some mixed reviews, some positive and some not so positive, but preferred to get a few more, to get a feel of the overall expectation of the community. The results would be provided to the Board in the upcoming weeks. Ms. Weizel requested that Ms. Taylor provide an overall report of how many campers attended each week, how many cancelled, etc. Mr. Davis was more interested in knowing whether residents that sent their kids to the camp, were happy with it, as he got the impression that the YMCA were not making good use of the pool, slide, splash pad, soccer field and playground and questioned whether it improved. Ms. Taylor indicated that they were still not using the playground, which was according to YMCA protocol; however, they were using the splash pad, pool, slide and soccer field on a regular basis. Mr. Geary heard from other people, that YMCA staff were yelling at the kids and to discipline them, they had to stay in a little box with the blinds shut for half a day. His seven-year-old was miserable because he got yelled at. Regarding contract reviews, Ms. Taylor reported that BrightView was slightly stronger and more in-depth. She would continue monitoring their vendors that they normally use, so she had documentation of what was expected of them.

3. Soccer field Report

4. Sidewalk Repair Update

Mr. Taylor reported that she did not have time to go through the sidewalks again; however, she had a walk through scheduled for next week and there would be an updated list in the weekly report. She planned to have community ride throughs monthly for landscaping, ponds, drainage, and sidewalks and would provide monthly reports. She met with the lifeguards and asked that they provide a visual awareness training, so they could better scan the pool, to prevent a drowning or potential emergency situation. A communication was sent to residents, so they were confused about why lifeguards were jumping in to save a dodgeball. Mr. Yuro thought

July 17, 2025

Sampson Creek CDD

this was great idea, to keep the lifeguards on their toes. Ms. Weitzel felt that this was proactive and appreciated it. Ms. Taylor reported that there were quite a few events taking place in August. There was an end of Summer bash on August 2nd and back to school bash on August 9th. Mr. Davis recalled that there was supposed to be a bus tour for the kindergarteners, which was a much-loved tradition. Ms. Taylor would schedule one.

EIGHTH ORDER OF BUSINESS

Consideration of Request for Proposals for Landscape and Irrigation Maintenance Services

Mr. Laughlin finalized the Request for Proposals (RFP) for landscape and irrigation maintenance services and had dates set for this process, including the map that Matthews prepared. He requested direction from the Board about whether to go through the formal or informal approach. The formal threshold was if a bid was over \$195,000. Currently, the budgeted amount was \$166,000. In this RFP, the mulch was proposed to be a separate bill. Mr. Laughlin did not anticipate receiving bids over \$195,000 and with the informal process, he would be able to send the RFP out to all vendors tomorrow. Mr. Haber explained that the biggest difference between the formal and informal bid, was with the formal bid, they had an obligation to offer protest rights. It was rare to get a protest, but to the extent that they did, it had the ability to delay the process and cost money with attorney's fees. However, there was no benefit to doing a formal bid, as the likelihood of receiving a bid that exceeded \$195,000, was small, but if they were concerned about a bid exceeding \$195,000, they should choose the formal bid. Mr. Yuro preferred going through the informal bid. Mr. Leary agreed. Mr. Davis concurred. *There was Board consensus.* Mr. Laughlin would send it out to all of the companies tomorrow. The pre-bid meeting was on July 31st, proposals would be due on August 14th and the Board would evaluate the proposals at the August 21st meeting. Mr. Leary wanted to ensure that the RFP have some reasonable warranty on sod replacement such as 12 months and to understand the various vendors experience in managing Bermuda grass. Mr. Laughlin suggested having them list their experience with Bermuda maintenance; however, there were specifications on how each area was to be treated. Mr. Leary hoped that BrightView submitted a proposal. Mr. Laughlin would remove the score criteria, set the dates and include the statement about their experience on maintaining Bermuda.

July 17, 2025

Sampson Creek CDD

NINTH ORDER OF BUSINESS**Discussion of Policy Change to Prohibit E-Bikes, E-Scooters and Motorized Bikes**

Mr. Laughlin made the policy change regarding e-bikes, e-scooters and motorized bikes and did some research as requested by Mr. Leary. Mr. Leary recalled that his concern was about pedestrian safety with gas-powered motorcycles on amenity paths and fields and wanted to know the laws that were in place and what policies they had and whether there should be any changes, to help their security team manage situations. He proposed prohibiting gas-powered motorcycles on any amenity paths, playground, tennis courts and soccer field, prohibiting anything not allowed on sidewalks and including language about maintaining reasonable speed. Mr. Laughlin would include language about not being reckless or operating in a safe manner, noting that according to his research, scooters and mopeds were interchangeable. Electric bikes could go up to 20 miles-per-hour (mph), throttle and pedal assisted, versus electric scooters, which could go about 15 to 20 mph, although they do make high performance scooters, which were higher wattage and can go above 50 mph. Electric mopeds under 2 horsepower, which was similar to a 50cc motor, could go to a top speed of 28 mph. An electric motorcycle had typical output exceeding 750 watts and could go 40 mph. A gas-powered moped had an engine size up to 50cc, with the top speed being between 30 and 40 mph, but an electric scooter, could go up to 70 mph. A gas-powered motorcycle was street legal and could go 60 to 70 mph.

As far as laws, Mr. Laughlin reported that the State of Florida was enacting a law, which goes into effect on July 1st, giving local governments the authority to set minimum ages, requiring government issued IDs and mandating operator training. St. Johns County was looking at banning riders under 14 years from operating in the county, requiring riders under 18 to wear a helmet, imposing a 10-mph speed limit on sidewalks and multi-use paths and imposing a potential ban on sidewalks and speeds above 10 mph. However, they dropped the restrictions, because of enforcement concerns and moved to a non-binding resolution encouraging safe riding and focusing on education. Ms. Weitzel witnessed a dad riding a golf cart last night and his kid riding an e-motorcycle on the soccer field. Mr. Yuro pointed out that the CDD had no enforcement ability. Mr. Laughlin clarified that according to the CDD policy, vehicles on the soccer field was prohibited. Mr. Leary noted that it was a security matter. Mr. Davis confirmed that the CDD had no police powers but could ask someone to stop and then call the police for enforcement. If they could identify a perpetrator that was breaking a policy, they could remove

July 17, 2025

Sampson Creek CDD

their amenity access. Ms. Weitzel was in favor of the policies but did not know how they could enforce them.

Mr. Davidson suggested having the St. Johns Sheriff's Office make presentations on the rules and regulations specific to e-bikes and golf carts, as there was a high uptake with e-bikes and had a contact at the St. Johns County Sheriff's Office that could set up a seminar, to further educate the community. Mr. Geary felt that the best that they could do was to restrict someone's use of the Amenity Center and kick out non-residents when they were stopped by a Security Guard, which he was willing to do. Ms. Weitzel felt that was their best bet. Mr. Haber advised that the District had the right to adopt a policy on property that it owned that was not otherwise authorized to be used by bicycles for transportation, for example the roadways, which were governed by the traffic laws. The CDD did not have the right to suspend someone for speeding, but the CDD did have the right to put policies in place with respect to enforcement on their fields and other recreation facilities. If there was a clear policy, the Board could direct staff to enforce it in the way that any other policy was enforced, by taking away someone's right to use the facility, if they were a resident and violating the policy or asking them to leave because they were trespassing and contacting law enforcement. Mr. Davis asked if there were any new rules about e-bikes or scooters, whether they were electric or gas-powered and whether it affected anything related to the use of golf carts on Amenity Center paths. Mr. Haber believed that a distinction could be made between a golf cart and an e-bike or e-scooter, if the Board wanted to allow golf carts in some places and not e-bikes. There was no rule stating that every right that a golf cart had, a rider of an e-bike must have.

Mr. Geary suggested issuing a warning for the first time and suspending access the second time, if someone was seen driving on a CDD path in a reckless manner and sending this out to residents as a warning that this would now be enforced. Mr. Leary liked that idea, but any motorcycles whether they be gas or electric, were not legally allowed to be on sidewalks and asked if the sidewalks around this building, tennis court, playground and soccer field were included within the laws or if they needed separate CDD policies. Mr. Haber recommended in an abundance of caution, to say in the policy that the CDD sidewalks were subject to Florida and local laws, as it relates to the operation of motorcycles, including e-motorcycles, so it was clear and there was no doubt. Mr. Leary felt that was a good step. Mr. Davis felt that they should clarify that no motorized vehicles were allowed on the soccer field at any time. Mr. Laughlin

July 17, 2025

Sampson Creek CDD

believed that was in the policy, but did not know if it specified golf carts or vehicles and would find out. Mr. Leary wanted the policy to: 1) Clarify if they were riding in an unsafe manner, the first time they would receive a warning and the second time, their amenity access would be restricted, 2) Ensure that it was covered by Florida Laws and 3) State that no motorized vehicles were allowed on the soccer field at any time. Mr. Davis requested that there be clarification that pedal, electric and gas-powered vehicles were not allowed. Mr. Laughlin would work with staff and add this as a bullet point. Mr. Leary requested a revised policy at the next meeting for review. Ms. Weitzel questioned the hours that were contracted with Central Security. Mr. Laughlin would have to review the agreement but recalled that it was 40 hours per week. Ms. Taylor pointed out that they typically take two weekdays off, but they were here for weekends, as well as one additional weekday.

ELEVENTH ORDER OF BUSINESS

Discussion of Fiscal Year 2026 Budget

Mr. Laughlin reported that this item was a placeholder on the agenda, as they were not adopting the budget until August. Letters would be sent to residents advising them of the increase in assessments, any day now. The requirement was to send the letter 20 days prior to the public hearing, but they did 30 days, due to issues in the past. Mr. Yuro recalled that there would be a 5% increase. Mr. Laughlin confirmed that there would be a \$75 increase for the year.

ELEVENTH ORDER OF BUSINESS

Discussion of Future Amenity Capital Improvements

A. Pool Deck Renovations

There were no changes.

B. Amenity Meeting Room Upgrade

C. Playground Enhancement

Mr. Laughlin recalled that the playground enhancement was discussed and they planned to have proposals for the amenity meeting room by the August meeting.

TWELFTH ORDER OF BUSINESS

Contracts Review

Mr. Laughlin presented the Contract List, which was included in the agenda package.

July 17, 2025

Sampson Creek CDD

THIRTEENTH ORDER OF BUSINESS**Supervisors' Request**

Mr. Yuro pointed out that the contractor that did the refurbishment 12 years ago was Mr. Robbie Beacon. He was interested in coming out tomorrow to look at the playground and emailed his contact information to Mr. Davidson. If it could be refurbished, that was great, but at least they would know.

FOURTEENTH ORDER OF BUSINESS**Public Comments**

Mr. Laughlin pointed out that no public was present. Ms. Weitzel indicated that the woman who was in attendance, sent her a lengthy email. Mr. Laughlin would reply to her question about the pool closing hours and her request for people to fish in the common areas. Ms. Weitzel recalled that the woman had an issue with a broken tile on the front sign. Mr. Laughlin had not heard anything about but would look into it.

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

- A. Minutes of June 19, 2025 Meeting**
- B. Financial Statements as of June 30, 2025**
- C. Check Register**

Mr. Laughlin presented the minutes of the June 19, 2025 Board of Supervisors meeting, Financial Statements as of June 30th and Check Register for July 17, 2025, for the General Fund in the amount of \$123,904.28, which were included in the agenda package.

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

SIXTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – August 21,
2025 @ 6:00 p.m. @ St. Johns Golf &
Country Club Meeting Room**

Mr. Laughlin stated that the next meeting as scheduled for August 21, 2025 at 6:00 p.m. at this location, which was the public hearing on the budget.

July 17, 2025

Sampson Creek CDD

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Yuro seconded by Mr. Leary 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