

**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, **August 21, 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
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
Branden Marcinell	Matthews
Jason Davidson	Vesta Property Services
Stephanie Taylor	Vesta Property Services
Daniel Bauman	Brightview
Rodney Hicks	Brightview
Residents	

The following is a summary of the actions taken at the August 21, 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.

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

There being none, the next item followed.

FOURTH ORDER OF BUSINESS**Amenities Booking Request****A. Hendry**

Ms. Taylor introduced Mr. Clint Hendry, who lived in the community for 27 years and requested use the athletic field and basketball court for kids that were homeschooled, to take a physical education course on Fridays from 10:00 a.m. to 12:00 p.m., from August 22, 2025 to May 22, 2026. They mainly had 35 to 40 neighborhood kids. Ms. Weitzel agreed with it, as the kids were having fun and it was during the school year when residents were not there. Mr. Yuro had no issue with it, as there were no conflicts.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the request from Mr. Clint Hendry to use the athletic field and basketball court for local homeschool PE from August 22, 2025 to May 22, 2026 from 10:00 a.m. to 12:00 p.m. was approved.

- **Public Comment** *(Item 2)*

Mr. Nabil Mitry of 232 St. John's Golf Drive reported that roots from an Oak tree were pushing the sidewalk up. Because the sidewalk was more than 4 or 5 inches high, the concrete was hitting the bumper of their car, breaking it. Pictures were submitted to the HOA, but they claimed it was a CDD issue. He was informed by the concrete company that did his driveway, that part of the concrete from the sidewalk must be removed and requested that the CDD handle it. Mr. Laughlin pointed out that the CDD could handle the sidewalk and would include it on the list of sidewalks to be repaired. Mr. Davis questioned how the car was hit, as the cars were not driving on the sidewalk. Mr. Mitry explained that the cars must go through the sidewalk to enter the driveway. Ms. Taylor confirmed that the sidewalk was lifted where the driveway meets the curb, due to an Oak tree. Mr. Mitry further explained that the concrete was higher than the curb by a few inches and requested that the CDD cut the roots and pour concrete. Mr. Yuro requested that this sidewalk be placed on their list and have someone look at it sooner rather than later, as this was a tree root issue. In the past, the CDD took the position that street trees were the homeowners responsibility, which Mr. Yuro disagreed with, because the street trees were planted

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for the development of the road and were in the right-of-way (ROW). It was more than likely a CDD issue, in his opinion, if it was a street tree, but would defer to District Counsel.

Mr. Haber recalled that the CDD adopted a resolution acknowledging what the Declaration of Covenants and Restrictions provide, relating to a residents obligation to maintain street trees and the sidewalk adjacent to their homes, but it also acknowledged that those improvements were located in the ROW, which was owned by the CDD and if the CDD chose to, it had the right but not the obligation to undertake the repair of a sidewalk and/or a street tree or the roots of a tree. Therefore, Mr. Haber was comfortable with the Board making a determination to move forward with it but did not have an answer if the Board was saying that they only wanted to do it if the resident was not obligated to do it. Mr. Davis felt that they needed to gather additional information between this meeting and the next meeting and obtain some photos. Ms. Taylor had photos, which she shared with the Board. Mr. Yuro requested that they proceed as quickly as they could in getting this area evaluated, place it on the list of sidewalks to be repaired, see what it would take to get the roots cut and make a decision at the next meeting. *There was Board consensus.*

B. Spicer

Mr. Laughlin presented a request from Mr. Sean Spicer, of Liberty Pines Academy (LPA), requesting use of the meeting room to watch a film and use of the athletic field. Ms. Taylor confirmed that the Board approved LPA use of the athletic field on Mondays and Tuesdays from 5:30 p.m. to 7:30 p.m. and the recent addition of Thursdays. Mr. Geary pointed out that the Board could not approve use of this room every third Thursday until 6:00 p.m., as it would conflict with this meeting. Mr. Yuro did not want one group dominating so much. Ms. Weitzel voiced concern with the condition of this field by LPA and was not in favor of approving more athletic field time, but was in favor of approving the meeting room request for most Thursdays, if Mr. Spicer received the dates of the CDD meetings. Mr. Yuro agreed, if no one else was occupying the room.

Mr. Davis agreed with Ms. Weitzel, but understood that the request was due to lack of field space, recalling that at the time that the original request was made a year ago, they made it sound like the county gave them field space, but then they retracted it or the school refused to provide field space and none of those were correct. The reality was a team was formed that never

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had a field and the soccer field would be their primary field. Ms. Weitzel recalled when she coached softball, schools were not permitted to allow any teams to practice on their property. Mr. Davis pointed out that the organization existed without a field and the Board offered the soccer field for football practice for a trial period, but not for more than one or two days and therefore, the Board needed to limit their approval. However, Mr. Davis was in favor of granting the request for the meeting room, as it was not in use, as long as there were no conflicts. Mr. Geary agreed, but voiced concern about kids in the room with cleats. Mr. Yuro indicated if that happened, the Board would not allow them use of the room and the field, but would hate to say no because LPA was already using the field and then the room sit empty. Ms. Weitzel pointed out there was no reason for kids to show up in cleats, if the Board did not allow them field access on Thursdays.

On MOTION by Ms. Weitzel seconded by Mr. Yuro with all in favor the amenity booking request for Mr. Sean Spicer to use the meeting room to review video on Thursday nights from 5:00 p.m. to 6:00 p.m., except for CDD meeting nights, as long as kids did not wear cleats was approved.

Ms. Weitzel requested that Ms. Taylor inform LPA about the Board's expectations about non-cleat use. Ms. Taylor would email them tomorrow and presented a request from a resident for field usage on Thursdays from 6:30 p.m. to 7:30 p.m., for flag football practice. Mr. Davis did not want to approve any reservations past dusk. Mr. Geary felt that it needed to be first come/first serve. Mr. Laughlin pointed out that there were only six participants and four were residents. *There was Board consensus to deny this request.*

FIFTH ORDER OF BUSINESS

BrightView Landscape Update

A. Annual Operations Calendar

B. Quality Site Assessment

Mr. Daniel Bauman of BrightView reported the following:

1. A line-of-sight issue was brought to their attention exiting Silverhurst, prompting a proposal to remove the obstructive vegetation. This was scheduled for August 26th.

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2. Their crews were removing vines that were growing on Oak trees near the basketball courts.
3. A proposal for amended soil in a shaded area outside of the basketball courts, was submitted, after a soil sample showed there were no nutrients.
4. A proposal was submitted to raise the tree canopy and thin out the Oak trees near the basketball courts.
5. Their irrigation team continue to perform monthly wet checks and repairs.
6. The Palm tree pruning was scheduled to be completed in the pool area, within the month of August.
7. A proposal was submitted to remove some downed trees and a few Wax Myrtles.

Mr. Geary asked if the proposals were for review today. Mr. Bauman was waiting for the Board to decide on the Request for Proposals (RFP), since this item was listed on the agenda. Mr. Davis liked that there was a plan for the soil and questioned how they were doing with the brown areas that were just past the stop sign at Eagle Point Drive and Forest Glen Way. Mr. Davidson reported that Ms. Taylor had a list of areas that he was working with Mr. Leary and BrightView on. In October, when it started to cool off, they planned to lay the sod. Proposals would be provided at that time, so the Board could prioritize them.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for Landscape and Irrigation Maintenance Services

- A. Bland**
- B. BrightView**
- C. Duval**
- D. Ruppert**
- E. United**
- F. VerdeGo**
- G. Yellowstone**

Mr. Laughlin reported that seven proposals were received in response to the RFP for landscape and irrigation maintenance services, but was surprised that none of the vendors were in attendance, as they were aware of the date. A summary sheet of the pricing was provided to the Board. Ms. Weitzel noted for the all-inclusive irrigation, BrightView's price was almost \$47,000, compared to the \$18,000 that another company proposed and questioned the disparity. Mr. Laughlin explained that it was difficult to price irrigation, as there were many variables and

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this was an older system. Yellowstone did not even provide a price because of the age of the system and they were not comfortable assessing it. Mr. Bauman pointed out that there were many mainlines. Mr. Yuro recalled that mainlines of over 4 inches were included. Mr. Laughlin further pointed out in the year totals, he did not include the all-inclusive irrigation, as he did not know what direction the Board wanted to take. The total for year one for BrightView was \$154,161 including the mulch, pine straw and annuals, which was the same for years two and three. However, in year three, BrightView had a typo or error for annuals. Mr. Yuro pointed out that three proposals were hard to read. Mr. Laughlin explained that there were issues with the conversion from PDF to Adobe in order to be included in the agenda package and as a result, the PDFs were sent out separately.

Mr. Davis questioned Mr. Yuro's experience with CDDs and the key things that they should be thinking about. Mr. Yuro indicated that many landscape companies start off good and then shift their focus elsewhere. In the case of this CDD, they have been through four or five different landscape companies in the last 10 years. This was why when he was in a neighborhood and heard the Supervisors complimenting the landscape company, it catches his attention. The one that he heard the most was Yellowstone and for that reason, he would have ranked Yellowstone high, but he could not read their proposal. Mr. Laughlin pointed out that the Board did not have to make a decision tonight, as BrightView's contract did not expire until October. When he first started as District Manager two or three years ago, Duval was the landscaper, but when BrightView replaced them, the landscaping was a mess and the District had to pay BrightView to clean it up. After hearing this, the Board did not want to consider Duval. Mr. Yuro appreciated the summary and the totals, but asked if they were apples to apples. Mr. Laughlin confirmed that everything was apples to apples, except that VerdeGo had a typo for year three, which was why it was highlighted, but he did not include irrigation. Mr. Yuro preferred to have further discussion at the next meeting when Mr. Leary was present. *There was Board consensus to table this item.* Mr. Laughlin would remind each company about this item being discussed at the next meeting, so that they could attend and send each proposal to the Board in a PDF.

Discussion ensued regarding BrightView's proposal and the price for irrigation. Mr. Laughlin was not comfortable with Bland's price of \$8,200 for irrigation, as they were using a cloud-based system. Mr. Geary agreed, as they could come back and say that they could not do

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the irrigation, due to the age of the system. Mr. Davis proposed not including the all-inclusive irrigation in the contract. Mr. Laughlin explained if irrigation was not included, the contract would be like the current one with BrightView, whereby if they found an irrigation issue, they would assess it and submit a proposal for the repair and the Board would pay it. Mr. Geary questioned the majority of the irrigation issues. Mr. Laughlin recalled that the majority were mainline issues. Ms. Weitzel would like to narrow down the companies to ones that they were serious about and which ones to exclude like Duval and Bland. Mr. Laughlin pointed out if they were in attendance, the Board could question how they came up with their prices. Mr. Rodney Hicks of BrightView asked if the Board was unhappy with their services. Mr. Laughlin explained that the Board wanted to competitively price it, because the three-year contract was up. Mr. Yuro admitted that BrightView came in and started like gangbusters, but they have not received the same level of effort, as the neighborhood was not standing out. They were not doing a bad job, but he was not impressed with them. He did not want to point things out or question everything. Since they were up for a three-year renewal, Mr. Yuro was not comfortable rolling it out for another three years. As good stewards of the neighborhood, Mr. Yuro wanted to see what was out there and if other companies were hungry to do this job. Mr. Hicks pointed out that if the other companies were hungry, they would be in attendance. Mr. Yuro was surprised that they were not there. Discussion ensued regarding the proposals that BrightView submitted. Mr. Bauman recommended focusing on lifting of the trees near the basketball courts and separating the irrigation in that section, as one side was heavily shaded. By separating it, would allow for less water to come into a certain area. Mr. Laughlin pointed out that Mr. Leary sent an email with his opinion of the proposals. Mr. Davis confirmed that Mr. Leary was supportive of these projects.

On MOTION by Mr. Davis seconded by Mr. Geary with all in favor the BrightView proposal to thin Oak trees over the sod adjacent to the basketball court and athletic field in the amount of \$4,230 and to split an irrigation zone that simultaneously runs a sunny and shaded area in the amount of \$1,700 was approved.
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Ms. Taylor presented a pre-authorization with BrightView for storm cleanup. It was slightly different than what was in the original contract and included the hourly rates for the work that needed to be completed after a storm. Mr. Laughlin had seen this from different

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landscape companies, as it helped to put the District on a higher priority list, when multiple communities needed to be cleaned up. It also helped with FEMA claims. Mr. Geary pointed out that they wanted to be on a priority list. Discussion ensued.

On MOTION by Ms. Weitzel seconded by Mr. Davis with all in favor the pre-authorization with BrightView for storm cleanup was approved.

Mr. Bauman and Mr. Hicks left the meeting. Ms. Weitzel questioned the quality of BrightView's work in Vesta's opinion. Mr. Davidson felt that Mr. Yuro made a valid point, as all of the landscapers worked for one of the companies at some point in time. For communities that he managed, some of the best work that he had ever seen, had come from Yellowstone. They were currently one of the industry leaders. He had been with the CDD for almost one year and would like to see more proactivity and less reactivity from BrightView. Each of the items that the Board just approved, came from him and would like for BrightView to bring those types of items to him. It was challenging for him to say this, as he had a good relationship with BrightView and had a good relationship with Yellowstone and VerdeGo, but it saddens him that BrightView laid grass on concrete and did not recommend a soil amendment. Now they had to tell them to do a soil test, so they could tell them that the soil was bad, to split the irrigation, thin the trees and that the flowers were not right. However, when he brings things to BrightView's attention, it was done in a timely manner, but at the end of the day, he strongly believed that it was in the best interest of community, to ensure that they had companies that the Board supported and met the quality and standards of the community. The landscaper should be telling the Board and advising them on what to do and the Board should have faith in them. In his opinion, the Board made the right choice to table the landscape and irrigation proposals to the next meeting, as Mr. Leary was not present and appreciated BrightView showing up, but did not know why the other companies did not, as he never saw that happen. Mr. Laughlin agreed, as the manual had the date of the meeting. Mr. Davidson pointed out that he personally avoided speaking with any of the companies in order to be transparent and preferred to stay neutral. Ms. Weitzel appreciated Mr. Davidson's honesty and feedback.

SEVENTH ORDER OF BUSINESS**Staff Reports**

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A. Attorney

Mr. Haber reported on the Armstrong situation regarding the invoice that they submitted, for work that was not approved by the District. At the last meeting, the Board directed that him to write a letter to Armstrong, stating that the CDD was paying for the portion of the work that was approved and not pay for the work that was not approved. Since then, Armstrong responded stating that they still believe that the remainder of the invoice was owed. Mr. Haber recommended that Mr. Laughlin send an email to Armstrong, to the extent that the Board was to reject and not pay for work that was not approved, stating that the Board made a final decision to reject the invoice as improper and not pay for the work that was not approved, pursuant to the Prompt Payment Policy. This may not fully resolve the issue, but it may; however, if Armstrong believed that they were owed this money and had a strong argument, the CDD may hear from them again, resulting in a demand letter from an attorney or worst case, the filing of a lawsuit against the CDD. However, it shifts the obligation to Armstrong to make the next move. Mr. Geary asked if Mr. Haber believed that Armstrong had a strong claim for the entirety of the bill. Mr. Haber felt that the CDD had a strong defense and a high likelihood of successfully defending a claim made by Armstrong, based upon his review of the correspondence from the District Engineer and detailed conversations.

On MOTION by Mr. Yuro seconded by Mr. Davis with all in favor authorization for the District Manager to send a response to Armstrong disputing the outstanding balance was approved.

B. Engineer

Mr. Marcinell reported that a proposal and markup from HED for the control structure and pond erosion at 420 St. Johns Golf Drive, was provided to the Board. Ms. Taylor confirmed that the Board received the proposal, but not the markups. Mr. Marcinell pointed out that the markups identified everything that they believe was necessary, as well as the area. It was not to the pond, but a physical measurement. An onsite inspection for the sinking inlet at St. Johns Golf Drive and Stonebridge Path Court, was completed. A summary email was provided to the Board. The next action would be to identify the scope and reaching out to contractors for prices. Mr. Yuro pointed out that the inspection found sediment in the structure. Mr. Marcinell confirmed that there was a great deal of sediment, to the point where they did not feel comfortable

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removing it, as it could get worse. Mr. Yuro felt that they needed to engage a contractor to look at it, come up with a scope of work and obtain bids. Mr. Davis questioned whether there was any liability involved, such as causing cracks in the road. Mr. Yuro indicated the longer it sits, the more opportunity there was for a bigger issue to occur. There were cracks, but no sinkholes. Mr. Marcinell pointed out for the amount of soil, according to the photos that he saw, the sediment was only around the concrete structure, which was odd, but it was not in the pavement area. Mr. Yuro preferred to have a contractor perform exploratory digging, since the concrete apron would have to be replaced, as it was cracked. They would need to see what the issue was and repair it and requested prices for the next meeting. Mr. Marcinell would have the scope prepared and obtain proposals, to provide at the next meeting. Mr. Laughlin indicated that the proposal for 420 St. Johns Golf Drive, was for consideration under the General Manager's Report.

Mr. Marcinell reported that Hole 7 was discussed. They were still waiting for a report on curb and gutter areas that were affected by roots. Mr. Davis requested that he start at 1507 and 1521 Drury Court, as there were many areas up and down Drury Court that had issues, but the worst was between 1507 and 1521. Mr. Robert Sevestre who used to be on the Board, lived on that area of Drury Court and was happy to walk those areas with Mr. Marcinell. Mr. Marcinell noted that Stephen Bradshaw with BBC Home Service could provide a construction estimate for the Amenity Center upgrade. Mr. Laughlin explained that Mr. Leary was not happy with the Architect, Bhide & Hall, as they had not proceeded with the rest of their proposal. The proposal from BBC Home Service, was included in the agenda package, but it was extremely high and reached out to Chris at Bhide & Hall to follow up. Mr. Yuro noted that the amount quoted was \$592,000. Ms. Weitzel pointed out that this amount was their entire budget. Mr. Laughlin was informed by Chris at Bhide & Hall, that he spoke with a contractor, Brogdon Builders and after reviewing the drawings, their estimate was \$350,000. When asked about construction duration, he was informed that the project would take four months; however, since it was a renovation, they typically add two months, for a total of six months, although it could be sooner. Brogdon Builders was very interested in the project, more than any other company. Mr. Leary reached out to Mr. Alex Acree with Matthews and asked for his support in obtaining additional quotes, but Mr. Acree felt that it made no sense, as the cost for a room remodel would be similar to building a house. Ms. Weitzel pointed out that they were not expecting to spend their entire budget on one project. Mr. Laughlin noted that the estimate from Brogdon Builders was \$350,000 and the

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amount of funds available was \$550,000. They expected to have their proposal by the next meeting and Mr. Laughlin planned to meet with Mr. Leary when he returned.

C. District Manager

1. Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2026

Mr. Laughlin presented the Fiscal Year 2026 meeting schedule, which was similar to the prior year, with meetings on the third Thursday of each month at 6:00 p.m. at this location. The Board could cancel, change or hold special meetings, but the CDD must have an annual schedule. Discussion ensued and there was Board consensus to change the March 16th meeting to March 26th, as Spring Break was March 16th through March 20th.

On MOTION by Ms. Weitzel seconded by Ms. Yuro with all in favor the Fiscal Year 2026 meeting schedule as amended, changing the March meeting to March 26, 2026 was approved.
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2. Discussion of Goals and Objectives

Mr. Laughlin presented the Fiscal Year 2026 goals and objectives, which were included in the agenda package. This was the first year that it was implemented, as the State required it. However, it was broad and there was no clear direction, so staff provided goals and objectives that were based on CDD requirements and best practices. There was one that some Districts were having issues with, which was for quarterly inspections. Some Districts automatically performed their inspections, according to the bond documents. To fulfill this goal, many Districts requested that their District Engineer provide an annual report. The Board could discuss it further and approve at the next meeting, as these goals and objectives needed to be approved by October 1st. Mr. Yuro was in favor of keeping the same goals and objectives.

On MOTION by Mr. Yuro seconded by Mr. Davis with all in favor the Fiscal Year 2026 goals and objectives were approved.
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D. General Manager**1. Amenities and Operations Report****2. Lake Doctors****3. Soccer Field Report**

Ms. Taylor presented the Amenities and Operations and Lake Doctors Reports, which were included in the agenda package. A proposal was submitted for the erosion repair at 420 St. Johns Golf Drive. Mr. Silverstein provided dimensions on the number of feet from the intake box to the 420 side, as well as the 418 side, as the proposal was vague. It also included adding and cleaning up of material and removal of concrete pieces, as the erosion went under the intake box. The District Engineer verified what Mr. Silverstein provided was in the scope of services, but Ms. Taylor requested an updated invoice. The price would remain the same, \$12,250, but would have more details. However, there was an additional \$6,100 for the sod that could potentially be ruined in the resident's yard, as equipment was moved back and forth. Therefore, the total cost was \$18,350, which would be a not-to-exceed amount. Any fencing and irrigation repairs would be the responsibility of the resident and they would sign a document acknowledging this. Mr. Laughlin recalled that the resident already agreed to move the fence. Mr. Yuro felt that this amount was high and asked if there were any additional bids, as the area was small. Ms. Taylor pointed out that she worked HEB Services before and felt comfortable with their work. Mr. Marcinell agreed that the price was high, but the work to coordinate with other contractors, would not be cost effective. Mr. Davis was in favor of HEB performing the work, in order to get it completed, but would like to have it surveyed at some point during the year, to ensure that the irrigation was working properly. Mr. Laughlin would have Matthews provide a report for a small fee. Mr. Davis questioned how it was missed. Mr. Marcinell explained that they only inspected the area every other year. There was a requirement for inspection for District ponds per the permit, but it had not been enforced by the Water Management District. Discussion ensued.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the proposal with HEB Services to repair erosion on a pond bank around a stormwater structure behind 420 St. Johns Golf Drive in a not-to-exceed amount of \$18,350 was approved.

Ms. Taylor presented a proposal with the YMCA for Summer Camp, but it was not time sensitive and understood if the Board wanted to table it until September. However, she requested

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that the Board decide by the November meeting, whether or not to go in-house, to ensure that there was enough time for preparation. A survey was sent to residents, which received mixed responses, but there were additional concerns prior to the survey being sent. Ms. Weitzel was not in favor of renewing the YMCA's contract, as they could offer so much more by going in-house and offered to meet with Ms. Taylor to discuss improvements for next year. In her opinion, the YMCA policies were not appropriate for Sampson Creek. Mr. Geary agreed, as he was disappointed with the way that the YMCA treated the kids and parents; however, it was a good learning experience. Mr. Yuro agreed, as he heard nothing positive about it. Mr. Davis felt that it was a good effort and experiment but keeping it local would be better for the community. Ms. Weitzel thanked Ms. Taylor and Mr. Davidson for listening to her concerns and appreciated their communication with the YMCA and trying to fix the issues.

4. Sidewalk Repair Update

Ms. Taylor did not have any proposals for the sidewalk repairs, due to how extensive it was; however, based on prior invoices, she came up with a rough estimate and requested that the Board approve a not-to-exceed amount. Upon their review, 68 hazards were identified that needed to be grinded; however, a few were less than an inch, but they were close to an inch and would be an inch shortly, due to their proximity to Oak trees. In addition, six sidewalk panels needed to be completely replaced, due to their height. Mr. Davis recalled that 413 was never replaced, which caused a child to break his arm. Ms. Taylor asked if the 68 hazards could not be repaired. Ms. Taylor explained that they could not be grinded down, as they were too high up. 2 Men Concrete could repair six panels for \$800 per panel or \$4,800 and requested that the Board approve a not-to-exceed amount of \$5,000. Tomorrow she would call them to get on the schedule. In addition, she requested a not-to exceed amount of \$15,500 for Precision Sidewalk to grind curbs throughout the community, as it would cost \$210 per grinding, for a total amount of \$14,000, but there may be additional curbs that needed to be grinded down further. Ms. Taylor would go out quarterly throughout the community to perform sidewalk checks, as this was an ongoing process.

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Mr. Yuro MOVED to approve the proposals from 2 Men Concrete to replace sidewalk slabs in a not-to-exceed amount of \$5,500 and Precision Sidewalk to grind curbs throughout the community in a not-to-exceed amount of \$15,500 and Mr. Leary seconded the motion.

Mr. Yuro asked if money was budgeted for this purpose. Mr. Laughlin confirmed that there were capital reserve funds, but there may be money available in Repair and Replacement and there were bond funds. Ms. Weitzel questioned whether Mr. Nabil Mitry's issue, was a separate issue from these hazards. Ms. Taylor confirmed that they were sidewalk panel issues that the CDD owned and Mr. Mitry's issue was a driveway to curb issue. Mr. Laughlin recalled that the HOA made residents fix their driveway aprons.

On VOICE VOTE with all in favor the proposals from 2 Men Concrete to replace sidewalk slabs in a not-to-exceed amount of \$5,500 and Precision Sidewalk to grind curbs throughout the community in a not-to-exceed amount of \$15,500 were approved.

Mr. Davis requested that Ms. Taylor continue to perform quarterly sidewalk reviews.

5. Proposal for Camera Replacement

Ms. Taylor presented a proposal from JSC Systems to replace a camera in the amount of \$4,815. In addition, there needed to be an access control power supply for maglocks at Courts 1 and 2 at the tennis courts in the amount of \$1,308. Mr. Laughlin confirmed that the camera was necessary, as Ms. Taylor confirmed that it was knocked out during a storm. Discussion ensued.

On MOTION by Mr. Davis seconded by Mr. Geary with all in favor the proposal with JSC to replace the security camera in the amount of \$4,815 was approved.

On MOTION by Mr. Davis seconded by Mr. Geary with all in favor the proposal with JSC for a power supply replacement for the tennis court access gates in the amount of \$1,308 was approved.

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6. Proposals for Playground

Ms. Taylor presented three proposals for the playground, which were included in the agenda package. Working with the lumber and painting company directly, instead of through a refurbishment vendor, was less expensive. Altogether, the proposals for the refurbishment amounted to \$16,000. In addition, she received a not-to-exceed amount of \$6,000 from a Structural Engineer, to ensure that the playground could be refurbished and was structurally sound and requested that the Board approve \$6,000 for the Structural Engineer. Mr. Yuro questioned what the refurbishment included. Ms. Taylor explained that it included repainting of the entire wooden structure, painting the metal structure and replacing rotted and wooden planks on the roof and platform and all materials. It did not include mulching or the swing set, which was included in the \$150,000 proposal. Mr. Davis pointed out if they did a refurbishment, they could piecemeal all of the other components. Ms. Weitzel preferred for a Structural Engineer to confirm that the playground could be refurbished and was structurally sound, from a safety standpoint and confirm the longevity. Mr. Yuro felt that was reasonable. Ms. Taylor clarified that they needed a Structural Engineer, because other playground vendors concluded that the playground was past the point of refurbishment. Ms. Weitzel requested that the Structural Engineer evaluate the swing, since it was installed at the same time as the other components and was made of wood.

On MOTION by Ms. Weitzel seconded by Mr. Davis with all in favor having a structural engineer provide a report on the playground to determine if it can be refurbished or needs replacement in an amount not-to-exceed of \$6,000 was approved.

7. Proposals for Erosion Repair

8. Proposal for Power Supply

These items were discussed. Ms. Taylor reported that the Gym equipment was supposed to arrive September 15th through 19th and when it was closed down for the installation, an e-blast would be sent out to residents. Residents would be invited to look at the new equipment on the 23rd, once it was installed. The ponds were pretty much the same, as it was still hot and there was a lack of rain. They were still trying to get the algae under control. Lake Doctors has been communicative and responsive, which she appreciated. They were still looking at the access control and updating it, which she would keep the Board apprised of. The events were

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wonderful. The end of Summer event was held. There was with a foam cannon, dunk tump, inflatable waterslide and free hot dogs. Everyone had positive feedback. Their Kindergarten adventure was super fun. They rented a school bus from the School District and went over the rules and bussed 17 upcoming Kindergarteners and their families to the Amenity Center, where they had ice cream and received goodie bags. The Back-to-School bash was the next day. There were 30 vendors and it included face painting, balloon twisting and a petting zoo, which was a huge hit. Ninety goodie bags were distributed and there were 140 participants. This morning was the Golden Morning from 10:00 a.m. to 11:00 a.m. and there would be an ice cream social on Labor Day and yard sale on September 13th. Their first Resident Appreciation Day was scheduled for September 20th from 11:00 a.m. to 12:30 p.m. On September 27th, was a Music Bingo for residents 21 and over. Then they would prepare for the holiday season.

Mr. Yuro loved that they were having all of these events but questioned whether they were getting good attendance. Ms. Taylor stated according to Julie, they were getting good attendance. At the end of Summer and Back-to-School Bash, they had over 100 people, which was a good turnout. For the Music Bingo, they have a capacity of 50 and already 40 people signed up. Mr. Laughlin asked if they were charging for Music Bingo. Ms. Taylor confirmed that there was no charge. Mr. Laughlin preferred that there be no charge, as there could be no gambling. Ms. Weitzel appreciated all of Ms. Taylor's efforts with these events, especially ones held at the pool with free hot dogs and ices. Ms. Taylor provided maps to the Board for the JEA manhole maintenance project, which started this week and would run until the end of September, starting with 884 to 887 Eagle Point Drive. Staff contacted the School District, post office, garbage and recycling company and appreciated Mr. Davis pointing out the traffic advisory signs. E-blasts were sent to residents. Ms. Weitzel questioned why they were doing this when school was in session. Mr. Davis appreciated Ms. Taylor handling this.

EIGHTH ORDER OF BUSINESS

Discussion of Policy Change to Prohibit E-Bikes, E-Scooters and Motorized Bikes

Mr. Laughlin spoke with Mr. Leary about this matter and Mr. Leary was amenable to tabling it.

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NINTH ORDER OF BUSINESS**Public Hearing for the Purpose of Adopting the Fiscal Year 2026 Budget; Consideration of Resolution 2025-05, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2026**

Mr. Laughlin reported that no changes were made to the budget, since the Proposed Budget was approved. The current proposed increase in assessments was \$75.55 per home per year or a 9.6% increase, as there was a \$22,500 increase in expenditures, which was offset by having less carry forward surplus than last year. The overall increase in assessments was \$57,453. The Landscaping Budget would remain the same, as it could be used for mulch and flowers. The budget could not be increased higher than what was approved, at this point in time. Ms. Weitzel recalled Mr. Leary wanted the increase to be under 5%. Mr. Davis recalled that the increase was decreased down to 4.95%. Mr. Yuro agreed. Mr. Laughlin confirmed that the assessment increase was actually 4.96%, for a \$75.55 increase, which he would correct before anything was posted.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the Public Hearing to Adopt the Fiscal Year 2026 Budget was opened.

Mr. Hank Rosen of 1912 Cross Pointe Way felt that \$75.50 per household was reasonable and that the Board was doing an excellent job.

On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor the Public Hearing to Adopt the Fiscal Year 2026 Budget was closed.

Mr. Rosen questioned when this would go into effect. Mr. Laughlin confirmed that it would be on the 2025 Tax Bill in the non-ad valorem section, as the budget was from October 1, 2025 to September 30, 2026. Ms. Weitzel noted an item on the agenda for website re-design and asked if it was included in the budget. Mr. Laughlin confirmed that \$850 was budgeted for the website re-design, as GMS took over the CDD website from Unicorn, causing many crashing issues. It would cost \$850 to create a new website.

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On MOTION by Mr. Davis seconded by Mr. Yuro with all in favor Resolution 2025-05 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations was adopted.

TENTH ORDER OF BUSINESS

Public Hearing for the Purpose of Imposing Assessments for Fiscal Year 2026; Consideration of Resolution 2025-06, Imposing Special Assessments and Certifying an Assessment Roll

Mr. Laughlin presented Resolution 2025-06, imposing special assessments and certifying the Assessment Roll, to allow the county to collect the assessments through the Property Tax Bill.

On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the Public Hearing to Impose Special Assessments and Certify an Assessment Roll was opened.

No public was present.

On MOTION by Ms. Weitzel seconded by Mr. Davis with all in favor the Public Hearing to Impose Special Assessments and Certify an Assessment Roll was closed.

On MOTION by Ms. Weitzel seconded by Mr. Yuro with all in favor Resolution 2025-06 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Website Re-Design

As stated above, Mr. Laughlin reported that it would cost \$850 to re-design the CDD website. Examples of what the website would look like, were provided to the Board. Mr. Yuro asked if it would meet all of the requirements. Mr. Laughlin confirmed that it would be ADA compliant.

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On MOTION by Mr. Yuro seconded by Ms. Weitzel with all in favor the proposal to create a new CDD website in the amount of \$850 was approved.

TWELFTH ORDER OF BUSINESS**Discussion of Future Amenity Capital Improvements**

- A. Pool Deck Renovations**
- B. Amenity Meeting Room Upgrade**
- C. Playground Enhancement**

Mr. Laughlin reported that the amenity meeting room upgrade was discussed earlier in the meeting and no action needed to be taken. Once the proposal was received from Brogdon Builders, it would be provided to the Board at the next meeting. Mr. Laughlin would speak to Mr. Leary about working with Matthews to obtain other options. Mr. Geary noted that they were close to making a decision, as they just needed to get one more amenity room bid and then find out about the playground. Mr. Yuro felt that the Board should make a decision very soon one way or the other. Mr. Davis pointed out it was taking a long time, when they try to put everything all together, but what was constructive was looking at a refurbishment of the playground and if they could keep the wooden fort structure, it would be a win-win for the neighborhood, as it keeps the character of it and was less expensive than a new playground, which was \$150,000. The quote for the pool deck that was the most attractive, was the Urban Edge one and if they spent \$20,000 less on the playground, they may be able to approve the Urban Edge proposal. Ms. Weitzel indicated that they could also consider fencing for the playground. Mr. Geary asked if the bid included access control. Ms. Weitzel did not think that it did, as it would be pricier and kids would not have cards. Mr. Geary heard on the football field this weekend, that homeschool kids from other neighborhoods would use it and people would have birthday parties, as it was getting popular.

Ms. Weitzel would like to consider a proposal for access control, after they heard about the structure. Mr. Yuro felt that it was something that they could look at, as it may not be as expensive, since they had access control at the tennis courts and had the wiring. Mr. Geary suggested having a mirrored system for traffic coming from the playground to the field on the walkway or removing some landscaping, so people coming from both directions could see what was on the other side of the bushes. Ms. Weitzel liked that idea, especially with the scooters and motorbikes. Mr. Davis asked if the picnic tables were getting fixed. Mr. Davidson indicated that

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they were able to acquire four slats, but there were actually five slates and requested an updated proposal but have not heard anything since. Mr. Yuro asked if there were cameras to see who was jumping on them and breaking them. Ms. Weitzel confirmed that there were no cameras. Mr. Geary suggested discussing this item at a shade meeting. Mr. Davis requested that it be discussed next month. Mr. Laughlin would include it on the next agenda. Mr. Davis asked if everything was good with the security company. Ms. Taylor stated they were still under contract, but there were some issues that she would like to discuss with them, such as having a higher level of service. Ms. Weitzel pointed out that her daughter takes tennis lessons and noted that the tennis courts were in bad shape. On Court 2, a root lifted off the court so much that a kids hand could fit. In addition, there was discoloration on Courts 1 and 2, as well as hairline cracks. Mr. Yuro requested that someone be engaged to look at them, recalling when they first did the courts two years ago, the contractor was supposed to put a fiber mesh over the entire court or over the cracks, but do not believe that they did so, as within two weeks, the cracks were back. However, having roots was different than resurfacing the courts, as it involved cutting out the asphalt and cutting the roots. Mr. Davidson recalled working on this matter with Ms. Haley Wyckoff, prior to her departure and would work on this with Ms. Taylor.

THIRTEENTH ORDER OF BUSINESS**Contracts Review**

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

FOURTEENTH ORDER OF BUSINESS**Supervisors' Request**

Mr. Davis pointed out as far as the driveway sidewalk situation and the homeowner being responsible for the driveway, including the apron, some homeowners placed the original concrete with pavers and other material, which would change the cost structure significantly. Therefore, each homeowner should be responsible for their driveway apron. He reiterated his request for the District Engineer to look at curb and gutter areas affected by tree roots on Drury Court and hoped that it turned into a project similar to the sidewalks. Once they get a hold of the issues and develop solutions, they could methodically work their way through the neighborhood. Lastly, Mr. Davis felt that the Board lost control over the agenda process, because when it was changed several times, it made it difficult to get on top of what was occurring, especially when there were glitches like the formatting of the landscape proposals, as a landscape vendor could complain

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that their materials were not represented properly and publicly, as well as the calculation issue with the budget. One suggestion was to send out an email with links to the website. Mr. Laughlin explained that typically agenda changes were cut off a week before the meeting. It was amended after it was distributed, because additional proposals were received. Every month, they received materials days prior to the meeting and they were added in. Other Districts did not consider it until the next month, once the agenda was set. Mr. Laughlin took responsibility for the calculation error with the budget. He spoke with Ms. Taylor about setting a deadline for the amenity rentals. Mr. Davis requested suggestions at the next meeting, on how to manage the entire process, such as setting a deadline for no items the Monday after the agenda was provided to the Board. Mr. Davis suggested sending out a supplemental agenda package with proposals that were received after the agenda was sent out. Ms. Taylor apologized for submitting proposals after the agenda package was sent out.

FIFTEENTH ORDER OF BUSINESS**Public Comments**

There being no comments, the next item followed.

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

- A. Minutes of July 17, 2025 Meeting**
- B. Financial Statements as of July 31, 2025**
- C. Check Register**

Mr. Laughlin presented the minutes of the July 17, 2025 Board of Supervisors meeting, Financial Statements as of July 31st and Check Register for August 21, 2025, for the General Fund in the amount of \$61,406.90 and Capital Reserve Fund in the amount of \$16,800, 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.

SEVENTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – September 18,
2025 @ 6:00 p.m. @ St. Johns Golf &
Country Club Meeting Room**

Mr. Laughlin stated that the next meeting as scheduled for September 18, 2025 at 6:00 p.m. at this location.

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EIGHTEENTH 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