

MINUTES OF MEETING
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Amelia Concourse Community Development District was held Friday, January 18, 2019 at 11:00 a.m. at the Amelia Concourse Amenity Center, 85200 Amaryllis Court, Fernandina Beach, Florida 32034.

Present and constituting a quorum were:

James Marvin	Chairman
Harvey Greenberg	Vice Chairman
Nick Powell	Supervisor
Ellen Cator	Supervisor
Jordan Beall	Supervisor

Also present were:

Daniel Laughlin	District Manager
Jason Walters	District Counsel (by phone)
Dan McCranie	District Engineer
Tony Shiver	First Coast CMS
Darrin Mossing	GMS (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 11:02 a.m.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Consideration of Financing Matters

A. Updated Engineer's Report

Mr. Laughlin stated Mr. McCranie handed out a page that was updated from what was included in the agenda package.

Ms. Cator stated page three, under "government actions", is there a chance we could change where it says, "the Nassau County development plans were approved December 27, 2019", because I presume they were not approved eleven months from now.

Mr. Beall stated I noticed the date for the DEP.

Mr. McCranie stated we have the permits so now we have our DEP. From your packet to today I've updated the wording on page three where it says, "DEP water and sewer permits are

expected in January 2019”, because now they have been issued. The other change is on page four on the bottom of that table the two DEP permits said “expected 1/10/19”, and now they are approved. The final change is on page seven. For the summary of estimated costs, originally we had a \$200,000 contingency and we have increased that to \$405,000 based upon the methodology.

Mr. Marvin asked what happens if the contingency is not spent?

Mr. Mossing responded it will be transferred to the debt service redemption account, bonds will be called and assessments will be adjusted.

Mr. Marvin asked why are there two sewer permits and two water permits?

Mr. McCranie responded there is only one. You’re seeing the actions from phase two and phase one water and sewer.

B. Preliminary Special Assessment Report

Mr. Laughlin stated the two main changes are the engineering costs have increased which has caused the per unit debt assessment to increase and the portion of the improvements being financed are not public improvements, therefore, improvements will be financed with bonds not exempt of federal income tax. In the tables you will see B-1 and B-2 bonds.

Mr. Marvin asked the contingency is \$405,000 now, is it not?

Mr. McCranie stated the total project costs should be \$5,822,330.

Mr. Marvin stated that’s what this says.

Mr. McCranie stated so that should be \$405,000 but the \$5,822,330 is the correct number.

Mr. Powell stated the \$200,000 for landscaping, entry monuments and signs on table two is not on the Engineer’s report so it basically pulls it down into contingency.

Mr. Laughlin stated on table two the improvement costs increased from \$5,160,000 to \$5,822,330, which is an increase of \$662,330. On table three the 2019B bonds of \$1,420,000 of the total \$6,630,000 are taxable bonds at a 7.5% interest rate. On table four the par debt assessment per unit increased from \$34,622 per unit to \$38,547 per unit, which is an increase of \$3,925 per unit. Lastly, on table five, the gross annual assessment per unit increased from \$2,461.24 to \$2,723.96 per unit, which is an increase of \$262.72 per unit.

C. Resolution 2019-08, Declaring Special Assessments

Mr. Walters stated as you've seen from the Engineer's report and the assessment methodology report, the reason we are back here for a special meeting with the Board is that the numbers have increased. If you remember, we held a public hearing back on November 27th to originally levy the assessments, however if we ever propose to increase those we have to hold another public hearing so that's why we are back here today. We propose to have the public hearing at our regularly scheduled meeting on February 19th so that gives us enough time to do all of the notices and everything else. In terms of the general scope of the project, it remains substantially similar. The resolutions you have before you are nearly identical to the resolutions you approved several months ago with the changes being the numbers that we are including and the exhibits, the methodology and the Engineer's report, have both changed. This is not an earth movement, we just have to go back through this process because there is an increase in the cost, therefore a slight increase in assessments, and therefore we have to have another public hearing.

On MOTION by Mr. Powell seconded by Mr. Marvin with all in favor Resolution 2019-08 was approved.

D. Resolution 2019-09, Setting a Public Hearing Date

Mr. Walters stated this resolution is again something you've seen in the past and it's just to set the public hearing, which again we're proposing to have at our regular meeting on February 19th at 11:00 a.m.

Mr. Marvin asked will this be before the regular meeting or at the same time?

Mr. Laughlin responded it will be during the regular meeting

On MOTION by Mr. Marvin seconded by Ms. Cator with all in favor Resolution 2019-09 was approved.

FOURTH ORDER OF BUSINESS

Other Business

Mr. Powell stated Jason, I don't know where you and I left it as far as the AIA contract for Dream Finders to use for the site contractor to basically make it assignable to the CDD.

Mr. Walters stated I think I responded and said that we generally use the EJC documents. Dan has the set that we used on phase two that we can send over and work into the proper format.

Mr. Powell stated I want to use the same template to make it an easy transition.

Mr. Marvin stated for some reason I thought the CDD was going to buy the improvements. We're not; we're going to be assigned the contract?

Mr. Powell responded correct.

Mr. Marvin asked is that a change, Jason?

Mr. Walters responded no. We actually approved those assignment documents several months ago because we did that prior to starting the procurement process.

Mr. Marvin asked you're going to make sure the contract document as he's requesting is in order so that we can assume it, right?

Mr. Walters responded that's correct and there are some assignment documents that have to be executed by the developer as well that go along with that.

Mr. Marvin asked is the assignment of that contract subject to traditional CDD rules and regulations?

Mr. Walters responded it is and that's why we have all those additional documents that we have the developer sign.

Mr. Marvin asked when the developer goes to contract with the contractor, then they could be liened or sued and so when it's assigned to us does that all go away?

Mr. Walters responded yes and we also have the contractor sign a couple documents related to that so they acknowledge they understand it's going to be assigned over to the District and there are different lien rights and everything else. They're fully aware of that prior to contract.

FIFTH ORDER OF BUSINESS
Audience Comments

Audience Comments / Supervisor's Requests

A resident asked are you following up on all of the landscaping and holes in the roads?

Mr. Laughlin responded we have the scope of work done and we will have RFPs at the February meeting for the landscaping.

Mr. McCranie stated the holes in the roads are Nassau County so I suggest you continue to call Nassau County.

A resident stated they tell us the same thing; that they're the CDD's.

Mr. McCranie stated the roads are not owned by the CDD, they are owned by the County and they are maintained by a bond and the bond is being pulled by Nassau County. Jackson Shaw, the original developer who owns the bonds, is not fixing the stuff so they are allowing the bonds to get pulled. Nassau County is supposedly in that process to get the money from the bonds to pay for it.

A resident asked who is liable when one of these children fall in hole or twist their ankle or something because we've been complaining about it for six months or so.

Mr. Walters responded it's not a CDD road, it's a County roadway, so we're in that odd position of there being a maintenance bond and candidly, that needs to be executed by the County to make the necessary repairs. If you are asking me, the County would be liable if there are issues with their roadways.

Mr. Greenberg stated regardless of liability, the fact remains that it is a substantial safety hazard. One of the holes is easily two feet by a foot and a half and is a good eight to ten inches deep, maybe more. The other two have continued to grow and both represent a safety hazard, not only to children but also to adults at this point.

Mr. Walters stated it's up to the County to make sure they're doing everything they can to get that fixed.

A resident stated there's one on Periwinkle right now that does not have a big pylon or anything in it or around it and it is absolutely is dangerous. My husband and I bike all the time and you could easily look away for a second and get hurt.

Mr. Laughlin stated there was a notice in the paper that Harvey brought up. The County Manager, Mike Mullins, is going to be holding regularly scheduled meetings from 3:00 p.m. to 4:00 p.m. on the second Tuesday and fourth Thursday of each month to make himself available for anyone to ask County-related questions or address County issues. The meeting is at the Commission Chambers located in the James Page Governmental Complex on Nassau Place in Yulee. The next one is January 24th and this whole schedule is in the newspaper. I'm not sure, Dan, if we could go and talk to him directly to bring some urgency and residents going would definitely help too.

Mr. McCranie stated if you authorize me to go, I will.

Mr. Powell stated this was grandfathered in that the County was accepting roads but they don't do that anymore with new developments.

Mr. Marvin stated part of the reason it's not getting fixed is people have dug their heels in and said it's not their obligation to fix it. There are one or two of these holes you don't even know what the problem is because it's not what's on the surface, it's what's underground that has to be fixed. Fixing the surface is easy. The people that furnished the bonds don't want to spend that money because they feel like the County has jerked them around. The County keeps thinking we're like their other CDDs. It's just a vicious circle.

Mr. McCranie stated to get into an in-depth conversation about it, the bonding requirements say you have to have the bond for 24 months after construction or 75% build-out of the overall development. Jackson Shaw assumed the development rights of phase one, completed that and had this bond out, give or take \$150,000. I think it was \$200,000. Now, they've got no skin in the game and no reason to keep going but they have to continually maintain the roadways of phase one until not only phase two, but part of phase three is built until we get 75% of everything built.

Mr. Powell stated everyone has tried to fight that requirement with no success.

Mr. McCranie stated it was written making the assumption that the same developer was always going to build all phases but now you've got one that's out of the game and it makes no sense for them to maintain them for the next couple of years until it's complete.

Mr. Marvin stated I would suggest that anyone that speaks to the County, including you, Dan, ask if they can't make the repairs on an emergency basis because they're dangerous and if they're not responsible, they can bill the responsible party.

Mr. McCranie stated I will push that. I've sent emails even a month ago saying, "you guys are pulling the bond so when are you going to get the repairs done because they're dangerous", and there is no response.

On MOTION by Mr. Greenberg seconded by Mr. Marvin with all in favor the Engineer attending a County meeting to bring urgency to the potholes within the community was approved.

Mr. Greenberg stated Nick, I have an issue that hopefully you might be able to assist with. I'm sure you're not aware how you're contractors and subcontractors work and the manner

in which they come and go. It's very normal in a construction project that contractors come at 6:00 or 6:30 in the morning and everybody understands that. What's happening is some of your largest trucks like the mixers and the tandem with the a-frames think they can save a little time and try coming through the main entrance and as you know, the main entrance is much narrower than Bellflower is. What happens is they ride over the sidewalk and they hit the concrete curbs. They cannot make the turn because there's not enough room. Then they finally make the turn and they go all the way to Windflower, make that turn, and then discover when they get down to the end they can't get through and there's no room to turn around so they then have to back out. They're not only waking all of the residents at early hours, but they're blocking traffic. This has happened more frequently as time has gone on and quite frankly, I suspect if something was said they would use the other entrance. I might recommend that maybe a large sign be posted on A1A just before the entrance to Daisy.

Mr. Powell asked you just want us to use the other entrance.

Mr. Greenberg responded and to post there are no construction vehicles permitted.

Mr. Powell stated right now you have a construction site sign out on the main entrance.

Mr. Greenberg stated that was actually done by a couple of residents.

Mr. Powell stated the way I interpreted that sign was that you're driving in and making a left, as opposed to having it further out.

Mr. Greenberg asked could we post a sign saying so construction vehicles permitted, or use Bellflower? When you open up the third phase, obviously use that one.

Mr. Beall stated we had the issues of no construction traffic on Bellflower when we were constructing phase two.

Mr. Greenberg stated the problem here is this is too narrow and they're riding up on the curb and sidewalk.

Mr. Beall stated when you fix one problem you're creating another.

Mr. Greenberg stated we're certainly open to another suggestion.

Mr. Powell stated I can have them put a sign up to say use Bellflower.

Mr. Greenberg stated there's another concern also. You see what we're going through right now in phase one trying to just maintain roads that are starting to deteriorate and the heavy traffic is only going to further accelerate that deterioration and increase our inability to maintain the roads in the community, which is ultimately going to fall upon the CDD.

Mr. Powell stated no, it falls upon the County.

Mr. Greenberg stated but only once the roads are turned over.

Mr. Powell stated technically the roads have been turned over.

Mr. Greenberg stated but we see where that's gotten us. I understand who should legally be responsible but the fact remains we're going to end up with more areas where the road is deteriorating with no means of getting them repaired and they become safety hazards.

Mr. Marvin asked did you build an entrance down there? They've got to come in somewhere.

Mr. Greenberg stated they haven't opened up their third road off A1A for phase three.

Mr. Powell stated when phase three happens you won't have anything coming in.

Mr. Greenberg stated right everything will be going in that way, but there is no additional road off phase two.

Mr. Marvin stated the point is if you restrict them from coming down one road, they've got to come down another.

Mr. Greenberg stated we understand but the fact remains they are also causing damage to the rest of the entrance. The road is not wide enough for them to make the turn.

Mr. Powell stated if I were the truss truck, I don't know why it would be pulling in that entrance either.

Mr. Greenberg stated because they try going in through the back-end of the court on Windflower and cutting through that way. At the end of Windflower there's an area that has yet to be developed and will be a cul-de-sac but in the meantime they try taking a shortcut through that into the back of that last cul-de-sac in phase two.

Mr. Powell stated you're telling me a cement truck or truss truck is driving all the way over there and cutting through? I just drove it a minute ago and there is a small stockpile in the way that a large truck couldn't navigate. They pull in and the first thing they see is the main entrance and they don't know that other road exists.

Mr. Marvin stated he can ask them to use the other road.

Mr. Donald Wilder, 85078 Amaryllis Court, stated this is a follow-up question from the last meeting and you may not have the answer yet, but it's about the fencing. It was discussed last time about the fence not being put back up just past the second entrance.

Mr. Laughlin stated it's been repaired.

Mr. Wilder stated the second issue on the fences is pressure washing. They need to be cleaned.

Mr. Shiver stated I have three bids that I will present to the Board at the next meeting.

SIXTH ORDER OF BUSINESS

**Next Scheduled Meeting – February 19, 2019
at 11:00 a.m. at the Amelia Concourse
Amenity Center**

Mr. Laughlin stated our next meeting is February 19th at 11:00 here at the amenity center.

SEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Marvin seconded by Ms. Cator with all in favor the meeting was adjourned.


Secretary / Assistant Secretary


Chairman / Vice Chairman