

MINUTES OF MEETING  
AMELIA CONCOURSE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Amelia Concourse Community Development District was held Tuesday, February 19, 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 (Glenn) 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
Dan Walker	First Coast CMS
Rhonda Mossing	MBS Capital Markets (by phone)
Mike Watkins	Greenberg Traurig (by phone)
Ashton Bligh	Greenberg Traurig (by phone)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Laughlin called the meeting to order at 11:00 a.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Affidavit of Publication**

A copy of the affidavit was included in the agenda package.

**FOURTH ORDER OF BUSINESS**

**Public Hearing to Consider the Imposition of  
Special Assessments for Phase III**

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor the public hearing was opened.
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**A. Consideration of Resolution 2019-10**

Mr. Walters stated as you'll recall from the prior meetings this is somewhat of an update of a lot of the documents you've seen and approved in the past. As you'll recall from our last meeting some of the deal structure has changed a little bit in terms of what's being financed in those amounts and that required us to restart the assessment process, which we started at the last meeting so this is the public hearing to finalize those assessments. The resolution you have in front of you should look familiar. You approved a substantially similar resolution several months ago under the prior deal structure. The key portions of this resolution are the two attachments, which are the assessment methodology and the engineer's report. Both of those documents have been updated to reflect the current terms that we're proposing to finance under. There were some changes that we discussed at the last meeting and I will reiterate again that nothing changed in terms of the area of these assessments, this is only for phase three so this will have no impact on the any of the assessments for the current owners in phase one or phase two, these assessments will only be levied on the phase three land, which will be developed once we get all of this finalized. Again, this is substantially similar to the resolution you saw before. The key changes are with respect to the exhibit being the methodology and the engineer's report. Dan McCranie is there if you have questions on the engineer's report and the methodology reflects the update to those changes.

Mr. Marvin stated with phase one there was a certain segment of road that was constructed with CDD funds and there's like eight or ten lots on it. How does that mesh into the new construction?

Mr. Walters stated I'm not sure I understand the question. The new construction will be only within the lands of phase three.

Mr. Greenberg asked are you referring to Windflower?

Mr. McCranie stated yes where we have the temporary cul-de-sac. The road will just keep going.

Mr. Marvin asked are the roads that are there accepted and will they be part of the new plat?

Mr. McCranie stated the new pavement and the extension of that road will be platted as part of the phase three plat and ultimately dedicated to Nassau County for acceptance but Nassau County won't accept it until we get to 75% build out of the whole community.

Mr. Marvin stated I'm not making myself clear. Are you going to mill up that asphalt and redo it?

Mr. McCranie stated currently no. If it's in good shape we plan on just cutting it

Mr. Powell stated you would cut it wherever the property line is essentially.

Mr. Marvin stated my question is that will be a piece of road that is 12 or 15 years old and it will be accepted the same time by the CDD as the new construction?

Ms. Cator stated I'm guessing he's saying if it's a road that's already been there for a certain amount of time and it has a ten-year lifespan it's going to be accepted by Nassau County when it gets turned over to them at the same time as a road that has a one-year lifespan, right?

Mr. Marvin stated sort of, yes. I don't know whether there's drainage under there that we can accept.

Mr. McCranie asked are you talking about acceptance of maintenance or acceptance of construction of phase three?

Mr. Marvin stated as an example, if there's drainage underneath that section of the road.

Mr. McCranie stated there's not. The pavement was built longer than phase one so there is a portion that is paved that is ten years old that is going to be part of the phase three plat, yes, but we're not going to tear it up because it's still good road.

Mr. Marvin asked the County will accept that then?

Mr. McCranie stated yes because for construction purposes they've accepted it as complete so we're going to extend that and complete the rest of the road. They're not going to accept it as maintenance; that will be a separate issue.

Mr. Marvin stated I think before you are said and done the County is going to say you have to at least mill that and re-pave it.

Mr. McCranie stated they should not for us to get finalized for phase three because there's no pavement failure there.

Mr. Marvin stated but it's ten years old.

Mr. McCranie stated but there's no failure.

Mr. Greenberg asked is there intention that it should not be a construction road? The majority of the construction traffic will be going through the new entrance that's going to be made on Amelia Concourse. Is that correct?

Mr. McCranie stated for most of that loop, yes, but all of the construction back there has to go down that road to build that portion of the cul-de-sacs because we've got wetlands on either side so you can't access it.

Mr. Greenberg stated I think Glenn's point is it is 10-year old infrastructure that is now undergoing much more use and possible abuse and recognizing that there has been failure in some of the other already existing roads, it is likely this will further denigrate the roads and lead to more failure.

Mr. McCranie stated that road specifically has had minimal traffic because it's a dead-end road with nobody living on it over the last ten years. The design, if constructed properly, should last 17 years so we still have seven years or so left on it.

Mr. Marvin stated as long as you can get your plans approved at the County, that's all I care about. I just don't want the CDD to get caught up in issues there.

Mr. McCranie stated the County doesn't look at our engineering plans and our engineering plans say that we're cutting from where the asphalt is back two-feet and add asphalt and that's what the County has to approve or not.

Mr. Marvin asked will you be TV'ing the sewer?

Mr. McCranie stated the existing sewer is already accepted. All of the new stuff we will TV and where we tie-in is TV'd to make sure it's clean.

Mr. Charles Gay, 951985 Windflower Trail, stated to follow up on Glenn's question, when the construction is going down Windflower to finish that cul-de-sac is Dream Finders, or whoever it is, going to fix that road when it fails or we get potholes?

Mr. Marvin stated typically it would be the County or CDD or whoever is responsible at the time. If there is a contractor that abuses the road or causes damage they will ask that contractor to fix it. I wouldn't anticipate a problem like you're talking about but if it occurs I'm sure the County will address it.

Mr. Gay stated okay because we do have a deaf child on that road.

Mr. Marvin asked is there a sign over there?

Mr. Gay stated no there's not.

Mr. Marvin stated Dan, can you ask the County to put a sign over there?

Mr. McCranie stated the County won't do a thing.

Mr. Powell stated we will do it. Will you send me an email with the address?

Mr. Gay stated yes.

Mr. Mike Peugh, 95071 Lavender Lane, stated when they start construction in phase three, whenever that is, it's a mess. A semi went through Jeff Stone's yard and tore his whole yard up. People take care of their yards for the most part, especially on this end. They drive 30 mph down that road and we have tons of kids outside playing. We either need to get some speed bumps or signs because these trucks don't care who's on the road or what they're doing. I don't know who's decision it was to not build an inlet for them but I can't tell you how many times kids have had problems with big trucks rolling through here loaded with nonsense and now they're going to be going down this way and there's more kids on this side. That's a huge safety concern. I understand parents should be out there and I'm always out with my kids but I go past his house all the time and there are kids all over the place and they're going to be rolling through here all day long for the next year and a half without another entrance.

Mr. Beall stated phase three has its own entrance off of Amelia Concourse.

Mr. Peugh stated but he just said they will be using this one until it got built up so I would imagine probably for a year.

Mr. McCranie stated no, they're going to come in off of Amelia Concourse. You'll see a right turn lane and that's going to be the construction entrance, however they are still going to have to come onto part of our roadways to get down Windflower to construct that road there. They're not going to come through the main entrance, they will be coming in back there but still coming around to Windflower to be able to drive down there. There's no other access to that part of the property when they're constructing those 25 lots. Realizing there is different construction-type traffic there, most of the time the roadway guys come in and leave at the end of the day; there's not a whole bunch of back and forth activity.

Mr. Peugh stated I know there are semis up and down this road. I've worked a 48-hour shift and every time I come home in the morning I pass four or five around the neighborhood. I get you have to work, but why aren't Dream Finders or the County considering an alternate entrance to come through instead of the main entrance or through the community.

Mr. McCranie stated there's no other place. We will have a total of three entrances when everything is constructed.

Ms. Maryellen Pazula, 95198 Windflower Trail, stated what if that is a sinkhole or something with the weight of those trucks on those roads. Who's responsible for that? Is the phase one maintenance bond structured so it would be paid for?

Mr. McCranie stated there is no more phase one maintenance bond. The County has mistakenly let it lapse. We met with Mike Mullen who is the County attorney, and the County manager. Without specifically saying it, he says his staff messed up before calling the bond and the bondholder will not release the bond so they've lost out on the County being able to cash in \$115,000 roughly so the County has no bond right now.

Ms. Pazula asked so how is that legally fixed?

Mr. McCranie stated it's not an easy question because the County currently says it's not their problem, the CDD doesn't own the roads and it becomes more of a legal question as to who is supposed to be maintaining this right now.

Mr. Greenberg stated as it stands right now, through Tony, we've made emergency repairs. At the time which there is 75% sold and the County is looking to do a final inspection, as long as there are no unsafe conditions they will accept the roads and at that time will assume responsibility for repairs so it is our responsibility to make certain there are no unsafe conditions up until that time and if it's necessary that every year we make repairs in order to achieve that, that's what we will do.

Mr. Marvin stated I disagree. It's not a CDD obligation.

Mr. McCranie stated Glenn, I agree. If construction traffic tears up the road while we are building phase three, we've got it in our contract that they have to repair that and keep it in as-is condition. The roadway is designed to handle large truck traffic. It's not made for any vehicle to sit there in the hot sun and turn the wheels. No matter what vehicle, it's going to tear up the asphalt. But it's designed for driving back and forth. If there are failures in phase one, there's no real clear answer as to who's maintaining phase one right now.

Ms. Pazula asked when will there be a clear answer?

Mr. McCranie stated when we get 75% build out of all phases, the County does a final inspection, fix whatever the County says needs fixing in phase one, and then the County will accept all roads for maintenance.

Ms. Pazula stated I'm very unclear. 75% of phase three has to be complete before the County takes over the roads.

Mr. McCranie stated no, 75% of the whole community including phases one, two, and three.

Mr. Powell asked 75% of what?

Mr. McCranie stated the final number.

Mr. Greenberg stated 458.

Mr. Powell stated in other words those homes have to be constructed. It's not just the development; it's the number of closed homes.

Ms. Pazula asked how many homes are closed now in the development?

Mr. Walters stated Mr. Chairman, can I suggest we conclude the public hearing in the assessments for phase three and then we can discuss all of the construction and other issues.

Mr. Marvin stated I think that's a good idea but we're going to see this through a little bit more before we postpone it. Just so you know, ma'am, this project has an unusual zoning feature that was approved when this project was originally done that requires this 75% build out and acceptance of the roads. The County has been unwilling to work with us on a number of the road repairs and the things that needed to be done. The maintenance bond was supposed to take care of that and the County had the right to pull that maintenance bond and do those repairs but they did not do it so there's a failure on the part of the local government, the County, to take advantage of the bond and make the repairs to the roads. That being the case, it leaves us in a bit of a quandary as to exactly what is going to transpire. Typically, whoever built the roads is responsible for the roads until the County takes them over. At this point the people that built the roads are not around anymore and are saying we're not doing anything else. So it's difficult to answer all of these questions. I'm going to leave you with that and at the suggestion of our attorney, we're going to move on to these other business matters and perhaps at the end of the meeting you can come back with more questions.

Ms. Paluza stated may I just ask, isn't there a Florida law that protects homeowners from this type of incident?

Mr. Marvin stated I don't know what you're being protected from. I'm not sure that you have any liability here at all. Having said that, there are many laws in the books of the State of Florida that protect homeowners and I'm sure in some form or fashion these types of issues are addressed. What they are exactly, I don't know.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor the public hearing was closed.

On MOTION by Mr. Powell seconded by Mr. Marvin with all in favor Resolution 2019-10 was approved.

**FIFTH ORDER OF BUSINESS**

**Other Financing Matters**

**A. Consideration of Investment Banking Agreement with MBS Capital Markets, LLC**

Ms. Mossing stated this is similar to the banking agreement we entered into with the District originally for phases one and two. It allows us to market and sell the bonds for you and we would appreciate your approval of the agreement so that we can proceed to do that.

Mr. Marvin asked Jason, is this all in order and on the norm?

Mr. Walters stated yes we reviewed this agreement several times and everything is in order.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the investment banking agreement with MBS Capital Markets, LLC was approved.

**B. Consideration of Delegation Resolution 2019-11**

- 1. Third Supplemental Indenture**
- 2. Fourth Supplemental Indenture**
- 3. Bond Purchase Agreement**
- 4. Preliminary Limited Offering Memorandum**
- 5. Continuing Disclosure Agreement**
- 6. Collateral Assignment Agreement**
- 7. Acquisition Agreement**
- 8. Completion Agreement**
- 9. True-Up Agreement**
- 10. Declaration of Consent**

Ms. Bligh stated the purpose of resolution 2019-11 is to authorize the issuance of the District's capital improvement revenue bonds Series 2019A tax exempt, capital improvement revenue bonds Series 2019B-1 tax exempt, and the capital improvement revenue bonds Series 2019B-2 taxable. This resolution is also to authorize the tax-exempt public infrastructure as described in the engineer's report. The debt service on the Series 2019 bonds will be supported by a final assessment methodology report. We ask that you take a look at the attachment and approve in substantial final form. The attachments are described in the whereas clause at the



bottom of page four; the third supplemental indenture, which is related to the Series 2019A bond, the fourth supplemental indenture which is related to the Series 2019B bond, form of bond purchase agreement, preliminary limited offering memorandum and continuing disclosure agreement. There are also various district documents if Jason wants to describe those briefly.

Mr. Walters stated she's referencing documents six through ten under tab V-B. Those again are documents you've seen and approved in the past, they've just been updated to reflect the current deal as we have it today.

Mr. Marvin asked the current deal was a change in the contingency?

Mr. Walters stated the change in the contingency and a little bit of change in the structure. The project funding was a little bit expanded and that's why we had to come back but in terms of those documents the main reflection is on the change to the engineer's report and that's correct, there are changes to the contingency and some of the other funding.

Mr. Marvin stated my understanding is on this deal the developer is going to build the infrastructure and then the CDD is going to purchase that from the developer?

Mr. Walters stated no the District will take an assignment of the construction contract for the improvements. Several meetings ago we approved the documentation for that.

Mr. Powell stated the developer will choose the contractor and start the process and the CDD will be assigned the contract.

Mr. Marvin stated but the developer will meet the CDD guideline for bidding the work, right?

Mr. Powell stated correct.

Ms. Bligh stated just as a quick reminder, the Board has previously authorized the issuance of bonds. This particular resolution 2019-11 only corresponds to the Series 2019 bonds. These bonds will be sold via negotiated sale. I'd like to bring your attention to section five. "It is hereby determined by the District that a negotiated sale of the Series 2019 Bonds to the Underwriter will best effectuate the purposes of the Act". Because of the complexity of the financial structure of the 2019 bonds MBS is able to assist in these matters. Because of the changing market conditions MBS is able to adjust the terms of the bonds accordingly and can assist the District in obtaining the most attractive financing. The bonds will be initially offered only to accredited investors and the District will not be adversely affected if the Series 2019 bonds are not sold pursuant to a competitive sale. One other section I'd like to bring to your

attention is section six, which describes the parameters for the bonds. "The Series 2019A bonds will be subject to optional reduction. The interest rate on the bonds will not exceed the maximum rate as authorized by law. The Series 2019A bonds shall not exceed \$3,200,000. The 2019B-1 bonds will not exceed \$2,200,000 and the 2019B-2 bonds will not exceed \$1,500,000. Roman numeral four describes the final maturity for each of the series of bond - May 1, 2049 for the Series 2019A bonds and May 1, 2029 for the 2019B bonds. The price at which the Series 2019 bonds shall be sold to the underwriter shall not be less than 98% of the aggregate face amount of the Series 2019 bonds. We also provide authority for the District professionals to final documents necessary to close the bonds so that the underwriter can proceed with marketing.

On MOTION by Mr. Marvin seconded by Ms. Cator with all in favor Resolution 2019-11 was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Ratification of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for FY18 Audit Services**

Mr. Laughlin stated the Board previously approved Berger Toombs to provide audit services.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the audit engagement letter with Berger, Toombs, Elam, Gaines & Frank for FY18 audit services was ratified.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Landscape Proposals**

Mr. Shiver stated I met with three separate companies; our current landscape vendor, Martex Landscape Services, Trim All Lawn Service and BrightView. All three vendors were given a detailed scope so we could keep the proposals apples to apples, however, they did not all completely follow the scope. BrightView by far is the highest. Their base price is \$20,000 annually plus another \$13,000-\$15,000 of additional things that some of the other contractors included in their scope. When you look at everything that is totaled and included that we want to have done Trim All for all of their services is \$2,091 a month. The reason it shows \$14,068 is because they don't total in the palm tree trimming, the installation of mulch and the annuals in their monthly service. They did add phase one ponds in their monthly maintenance bid but they itemized it out so I was able to calculate that out of the equation to come up with \$2,091 per

month. Martex, for the same work to be completed is around \$1,970, so Martex is \$121 less per month. The one thing Martex included that Trim All did not is the installation of pine straw along the entrances and the fences along Amelia Concourse so there's \$14 value in that. The other thing is that we noticed with the amount of mulch that's recommended by the two vendors Trim All would like to install 30% more mulch at the amenity center and the entrance, which would also raise their total annual price.

Mr. Greenberg asked in your experience, what is actually needed here?

Mr. Shiver stated everything that is included in both of the general monthly maintenance so mowing, edging, trimming the shrubs, weeding the beds, blowing off sidewalks, phase two pond banks and also what we'd really like to see in our landscape vendor is while they are out on their mowers to pick up any loose debris or trash that they see along the property.

Mr. Marvin asked why did you just say phase two banks? What about phase one?

Mr. Shiver stated phase one is an option. The CDD does not currently maintain phase one.

Ms. Cator stated we haven't voted on that yet.

Mr. Marvin stated I don't know that we need to vote on it. We own the lakes.

Mr. Greenberg stated the discrepancy in the mulch, one says 200 or so bags and the other says 300 or so bags.

Mr. Shiver stated I don't think Martex has been putting down enough mulch. Martex subs it out to Innovative Mulching so they come in and blow it in with the trucks. That's typical of most landscape companies of this size so when they say they're putting in 200 bags, it's just a guess based on cubic yards because they're really not dropping off bags of mulch. When Trim All made their visit they said they felt the mulch was a little light so they're proposing a little bit more.

Mr. Powell stated last we talked we were giving Martex the last chance effort. Did they make a good effort?

Mr. Shiver stated they did. They made a really hard push but this is also not growing season. I would not recommend the Board make the decision to move forward with Martex just to see if they can maintain because we're going to be getting into growing season pretty soon and if they are not maintaining and we give them notice the property can go downhill pretty quick. But like I said, they did make that effort once they were given notice.

Ms. Cator stated Trim All does not, to my knowledge, list pine straw at all.

Mr. Shiver stated they don't.

Ms. Cator stated so right there we don't have apples to apples. Trim All has listed 16 palms they're going to take care of and Martex has nine. Did we lose seven trees?

Mr. Shiver stated Martex did not bid on the cabbage palms around the amenity center. They were included in the RFP.

Ms. Cator stated Martex was actually very specific about outside along Amelia Concourse where Trim All gave us nothing about that so it's a little difficult for us to compare.

Mr. Shiver stated I did walk it with Trim All so they understand that it's to be kept in the condition that it's in now as far as trimming those palmettos, keeping the wax myrtles from growing off the fence, and also mowing the right of way. Trim All already maintains the Concourse.

Ms. Cator stated one of the other differences is Martex is talking about doing the same amount of annuals as Trim All, except that Martex is doing them three times a year and Trim All gave the cost for four times a year.

Mr. Shiver stated the annuals are something that's not included in the base monthly, it's billed separately so we can decide how often we want annuals refreshed. Trim All actually said they would like to do away with annuals and do more permanent landscaping to reduce the cost.

Ms. Cator stated the last thing is, with Martex they discussed at the beginning about phase ponds being optional and phase two was included, of course they said weekly when it's monthly, but then when they gave the total they say \$3,240 and it's \$90 each but there's really no way to tell if that's the amount they are putting in our total just for phase two and are we going to have to add on an additional \$3,240 for phase one?

Mr. Shiver stated no it says phase two pond banks mowing at \$3,600 a year is included in the weekly service fee.

Ms. Cator stated right so what I'm saying is for the total we're presuming we have to add an additional \$3,240 for phase one.

Mr. Shiver stated correct.

Ms. Cator stated so by my calculations Martex is more than Trim All if we have to add in phase one pond banks.

Mr. Shiver stated I'd have to see how you calculated it.

Ms. Cator stated I added what they added in and then added all the add-ons so Martex would be more. I can go over it with you.

Mr. Shiver stated it was difficult. I gave them a bid sheet and told them exactly what we wanted and I've run into this problem before, especially with Trim All, at another district where they give you what they think you need.

Ms. Cator stated now that I'm looking back at my notes I have a couple of other things. Under Trim All's where they said, "insecticides applied as needed", I understand, but then below it, it says, "additional treatments if needed at an additional charge". That's pretty vague.

Mr. Shiver stated and they did not give us a price on what that charge per treatment would be.

Ms. Cator stated right it's so open ended. Whereas the other vendors discussed weeding of the phase one ponds, Trim All was not specific about weeding and my question is where Trim All says "CDD owned tracts at the second entrance" I go back to what are they doing on Amelia Concourse? They weren't specific.

Mr. Shiver stated it doesn't specify but what Trim All was bidding on was the full frontage of the property from the sidewalk in, all the way as far as west as the fence goes, so as far as phase one goes, and then all the way to about 100 feet past the second entrance. If you notice at the second entrance there's an area where it's been left natural so their responsibility is to maintain to that natural point so turf, weeds all of that. As far as pine straw goes I'm disappointed they didn't give us a price on that but I told them it was something I wanted a price to maintain. Obviously pine straw is very expensive and I don't think they should maintain that area annually, maybe biannually, but I did ask for a price.

Ms. Cator stated so in effect, even if we add the phase one ponds with Martex, Trim All will end up being more because we don't have the pine straw.

Mr. Shiver stated if you take out phase one pond banks all in all Trim All, even though they did not provide the pine straw, was about \$100 a month more expensive. On Trim All's proposal the base monthly fee says \$1,468 a month. That unfortunately includes phase one so if you take phase one out it comes to \$1,409 a month where the base monthly fee for Martex was under a thousand a month so the base monthly fee is \$400 higher for Trim All but there are things they include in their services.

Ms. Cator stated Martex for the mowing, fertilizer, the irrigation and everything that was not an added option was a little over \$17,000 so where are we getting less than \$1,000 a month?

Mr. Shiver stated I calculated it differently.

Ms. Cator stated it seems to me if we can move along and decide on the phase one pond right now as Glenn was saying because that was a thing that kept getting put off. I would be more than willing to try to get the apples to apples for Trim All and Martex and maybe if we could just do a vote on an amount as we have in the past so that we don't have to wait until another meeting to make that decision.

Mr. Greenberg asked Tony, based on the RFP and the detailed scope of work, which of the contractors followed those scopes in giving us a proposal.

Mr. Shiver stated the one that came the closest was Martex.

Mr. Marvin stated I'm concerned that we're not including these phase one lakes. The CDD owns those lakes so the CDD in my opinion needs to maintain those lakes. That's what is typically done and that's the service they provide. Why this is not included in here I don't understand. Nevertheless, I'm wondering if we can't just postpone this vote until the next meeting. We're using Martex right now. Can they stay on a month to month basis?

Ms. Cator asked they're up the beginning of March aren't they?

Mr. Greenberg stated if we do not make a decision before the season the new contractor if there is one, will not be able to gear up in order to properly maintain the community for the season. Correct me if I'm wrong.

Mr. Shiver stated we've been kicking this can down the road since November so I was asked to get proposals in order to make a decision.

Mr. Marvin stated I'm a little disappointed. I thought staff would come to us with a recommendation based on the numbers received. It sounds to me based on questions that have been asked that we're not comparing apples to apples and there are some questions still to be answered so I think we owe it to a board member to get the answer she needs from Tony.

Mr. Greenberg stated I believe what has been recommended is if we conditionally approve something on a not to exceed basis based on the information we have after we've been able to flesh this out and really compare apples to apples at least then management would have the ability to move on.

Mr. Shiver stated right now if you decided you wanted to include phase one pond banks, we have the pricing to include those pond banks so the only thing at that point that is not apples to apples is some of the service schedules, such as annuals, which is something we control, and then the pine straw, which again, is not included in the monthly service so we control it and we can say we don't want to spend that.

Mr. Greenberg stated Jason, there appears to be a dramatic difference in opinion between the homeowners in phase one and those in the subsequent phases. The homeowners in phase one have according to their requirements maintained the property that is the CDD's along the pond all of these years and it appears that there is a large number of homeowners that truly do not want the CDD coming onto their property to maintain it and they're perfectly willing to maintain it as they have in the past. Hence, the legal quandary we have.

Mr. Walters stated we've discussed this several times and I would correct one thing and say that we wouldn't go onto their property to maintain it. The obligation within the covenants and restrictions is that they maintain the pond banks, which are our property.

Mr. Greenberg stated but access would have to be gained.

Mr. Marvin stated through the easements, which are granted to the CDD.

Mr. Walters stated we've gone back and forth a few times and there are opinions all over the map on this. From the District's perspective we have the right, but not necessarily the obligation to mow those pond banks. That's our property. I use the same analogy on the strip of grass between the sidewalk and the roadway that the homeowners are required to maintain by the covenants and restrictions. The County owns that but they are required to mow that. The County is not going to mow it, which is a different situation but if the CDD wanted to say we understand there are provisions in your covenants that require you to mow these but it's our property and we are restricting you from doing so, I think we have that right. If they want to maintain those and the District is okay with that we can do that as well. It's not an uncommon situation. I have several districts where the covenants require homeowners to mow to the edge of the pond banks so it's really a question for this board of are you comfortable with the phase one owners staying with the status quo by the covenants to mow those pond banks, or do we want to take that over. Either situation is acceptable.

Ms. Pazula stated I think it should be maintained because you have property owners around those lakes that do not maintain their grass, or the shrubbery around their house and that

should be addressed. It's important because not maintaining those ponds leads to more insects and more spraying so I think it's to the benefit of the community to maintain the ponds.

Mr. Powell stated Dan, correct me if I'm wrong but that little piece we're developing in phase three is on the pond that connects to phase one. We will have the CDD maintaining that portion, just like we do phase two.

Mr. Marvin stated exactly. To me it's very clear unless there is 100% agreement by everyone that lives on all of the lakes in phase one, we run the risk of somebody saying we're subsidizing phase two lake maintenance and that's not right. Everyone should be treated the same.

Mr. Shiver stated including the phase one pond banks and all of the scope, if we accepted everything for both companies it looks like Trim All is \$2,171 higher than Martex annually.

Mr. Greenberg asked where is the easement for access to the large pond in phase one?

Mr. McCranie stated there would be multiple ones. Any time we have a drainage easement and a pipe that goes into it we would have access to the ponds.

Mr. Greenberg stated I think there is a much greater likelihood that there would be less opposition by some of the homeowners if they at least knew where it was that the machinery would access the property and wouldn't be running over their irrigation system.

Mr. McCranie stated it's on the plat. If you see an inlet in between your lot and someone else's lot and the roadway, it's right over that and 15-feet wide.

Mr. Shiver stated there's one right here on the backside of the amenity center.

Mr. Rick Fine, 85140 Amaryllis Court stated, quite frankly I don't care what you agree to, I'm going to go ahead and mow my bank. I'm going to be the best to take care of it. Most of the people that live around the big pond take care of it.

Mr. Marvin stated it's the "most" that's the problem. There are two or three that won't.

Mr. Powell stated whoever is mowing it wouldn't even need to be on your property.

Mr. Fine stated that's fine as long as they don't destroy anything.

A resident stated let them take care of the two or three that don't. I've been here since day one and my yard looks pretty good. I do not want anybody accessing my property to get to the backside just to mow that strip that I'm already taking care of.

Mr. Powell stated they can't access your property unless there's an easement.



A resident stated once they start accessing it there's going to be tracks in the grass. St. Augustine grass is not that easy to take care of.

Mr. Marvin asked do you have a problem with your fees subsidizing mowing the lakes in the rest of the project? *Multiple residents responded no.*

Mr. Fine stated when we moved in we were told we were responsible for it so what's the difference? If we're responsible, then we're responsible.

A resident stated the HOA has told us we need to do it so we've been doing it since day one.

Mr. Fine stated anybody knows when it rains around Florida, which is every day in the summertime, they're going to mow it anyway and they're going to tear that ledge to pieces. I grew up in Florida. They're going to wreck everybody's backyard.

A resident stated if you look at phase one's lakes now compared to phase two's lakes you can see the difference.

Mr. Fine stated when do you do listen to what the homeowners want instead of what the board wants?

Mr. Terry Cator, 95193 Periwinkle Place, stated it only takes one person around our lake to let the grass grow ten feet high. Everybody else does a beautiful job but I'm not going to go knock on this guy's door and say you're promoting bugs and rodents. It's not right. I take good care of mine too, but if they want to come in and mow once a month, I'm going to mow more than that. No body is stopping me from taking good care of my property.

Mr. Fine stated it is thought because when they cut zoysia grass to St. Augustine grass and they have cinch bugs in their yard, they go right to your yard. My neighbor's whole yard is dead. I don't want anybody in my yard from her yard.

Mr. Greenberg stated Tony, based on what you know for the two ponds here in phase one, there is one easement right in the back of this so conceivably equipment could be brought in here and ride all the way around if need be without every actually entering or exiting anyone's property.

Mr. Shiver stated correct and typically it's three passes.

Mr. Greenberg asked is there that same ability on the pond on Periwinkle?

Mr. Shiver stated that's a little more difficult because the one easement I know of now has a fence so we would be asking the homeowner to remove a fence.

Ms. Cator stated if you walk into our backyard to the right there is an easement that is wide open.

Mr. Shiver stated then they probably need to go through there.

Mr. Greenberg stated I know it's not appropriate but I'd like to turn to the homeowners here. Would an effective compromise be if there is an accessible way of getting to the pond by having the equipment merely ride around the circumference of the pond and only come in from the large pond here, and the small pond where indicated. Would that give people enough comfort that if the CDD takes over if it's merely a matter that they may be paying for something which is not being used if everybody is still going ahead and maintaining their own property?

Mr. Fine stated I'll be the first to say I don't care what you decide, I'm going to take care of my lawn all the way down to the water.

A resident stated I agree with Rick.

Mr. Cator stated I take care of mine, but not every body takes care of theirs. If they own the property they are welcome to come around and mow. Tony, around that small pond there's one person who has like a beach. How are they going to mow that?

Mr. Shiver stated the CDD is going to have to correct that.

Mr. Cator stated I'm just thinking of them and how they are going to do that. I would like to see them go around once.

A resident stated I'm not here all the time; for a couple of months I'm in Puerto Rico. In the meantime, who is going to cut the grass? I'm concerned.

Ms. Pazula stated my concern is that the community looks nice and I think when you're at the pool here and you look down you see tall grass in one area and nicely mowed grass in another, and again, the bug issue. They'll spray from yard to yard.

Mr. Peugh stated I have been against Martex. They did a terrible job up front and I wouldn't want them in my backyard.

Mr. Greenberg stated it appears we have somewhat of a consensus with some conditions and we have reason to believe they can be met.

Mr. Laughlin asked Jason, would this need to be a motion or just kind of an agreement since we have the right but not the obligation? Would this need to be decided at the public meeting?

Mr. Walters stated I guess it depends on what we're deciding. If the action is to leave the status quo I don't think we need to do anything. If the action is to change that then we have a lot of legwork to do.

Mr. Shiver stated whichever company you decide that we make them attend every meeting and also give a report so they can get face to face with the homeowners.

Mr. Laughlin stated I do have other districts where the landscape company comes to every meeting and they have a spot on the agenda.

Mr. Marvin stated Jason, you're saying if we leave the homeowners with the obligation to mow the lake banks we have to take some action?

Mr. Walters stated no I'm saying if we're going to stay with the homeowners mowing those lake banks pursuant to the covenants I don't think we need to do anything. To change that I think we have a lot of legwork to do in terms of notice. We need to let all of the owners know. They've been doing that work and maintaining the bond banks. If we're going to stop them from doing that I think providing notice to each of the homeowners to let them know that the District intends to take over that work and with timeframes and everything else is important.

Mr. Marvin asked making that decision in the meeting is not sufficient?

Mr. Walters stated no I think the homeowners need notice. They've got recorded documents on their property, which require them to do it so they're under that assumption. Unless we formally notify them I don't think they would all know that. I think that's the prudent way to go about it. We can certainly start doing it right away if we wanted to but I think it would be important to let all of the homeowners know the District intends to take over mowing and maintenance of the pond banks.

Mr. Greenberg stated I think we should make a determination as to which contractor we feel is best suited to properly maintain this community and leave as an option whichever contractor that may be that there is a strong possibility that in order to conform procedures from one phase to another there may be some changes. They've already given us prices so for the moment it would merely be maintaining the status quo. I don't think without following the procedures that Jason has outlined that you can engage in additional services that are going to change the original documents.

Mr. Marvin stated I think that's a good idea so we're back to choosing a landscape contractor. Do we have a recommendation from staff?

Mr. Shiver stated I don't have any emotional attachments to either one of these companies. If cost is the main factor then I would go with the cheapest bid.

Mr. Powell stated can we make the switch to Trim All and immediately ask them if they could meet the price that the competitor submitted?

Mr. Shiver stated I have no problem asking for that.

Ms. Cator stated that's given the fact that we don't know the total price yet because we're missing pine straw, correct?

Mr. Shiver stated if that's something we decide we want to install then that's what we will do.

Mr. Greenberg asked is Trim All not the company that recently took over the maintenance at Amelia Walk?

Mr. Shiver stated they are and I work with Trim All at another HOA community.

On MOTION by Mr. Greenberg seconded by Ms. Cator with all in favor accepting Trim All's proposal for landscape maintenance with the condition that further price negotiation is needed was approved.

Ms. Cator asked are you going to be able to get back to us to let us know what the end result is?

Mr. Shiver stated I'm going to break this down per visit, per annual in an Excel spreadsheet to compare apples to apples and what's not provided I will ask Trim All to meet Martex's price so that we have a standard unit cost. I will send that to Daniel and Daniel will send that to the Chairman for final approval.

Mr. Marvin stated I'd like for you to get with Ms. Cator independent of the Board and go over the details because she has obviously followed much closely than the rest of us and she has concerns. I'd like to make sure she's happy with the numbers.

Mr. Laughlin stated I will also say Counsel will draft a final agreement so even if we have the proposal they will sign and agree to the agreement if there are changes in prices or whatnot.

Mr. Marvin stated Jason, since we have thrashed this around to death did the Board want to move on whether we are prepared to take care of the phase one lake slopes?

Ms. Cator stated I am.

Mr. Marvin stated I'd like to make a motion that the CDD take the corrective action necessary to begin taking over maintenance of the phase one lake banks so that the lake maintenance is consistent and nobody is penalized unduly.

Mr. Greenberg asked may I make an amendment to that? The amendment would be that it be conditionally based on having predetermined access for the vendors to minimize the amount of intrusive invasion by the contractor onto individual homeowner's lots.

Ms. Cator asked am I correct in the fact that they are only allowed to go where there's an easement?

Mr. Marvin stated that's the only place they can go.

Mr. Greenberg stated we appear to have at least one location on each pond where there is an easement without having to go on homeowner's lots.

Mr. Marvin stated when they do phase three there's going to be a big stretch that will be common area.

Mr. Greenberg stated phases two and three do not appear to be an issue.

Mr. Marvin stated phase three and phase one share the lake so the phase one lake where it's not cleared around there will all be cleared and sodded and that lake bank will be common area and that is the access point.

Mr. Greenberg stated so there are two access points for that entire pond without entering onto any homeowners' property?

Mr. Powell stated I can't speak to that.

Mr. Greenberg stated at the worst there's the one right here so that will still conform with the conditions that I've discussed.

A resident asked in order for the Board to pass this don't the HOA covenants have to be changed?

Mr. Laughlin stated this is the first step.

Mr. Marvin stated he's saying there has to be notification, he's not saying they have to be changed.

Mr. Walters stated the HOA covenants are beyond our control. They don't have to be changed. It's District property and if the District wants to maintain it we have that right.

Mr. Laughlin stated the motion that I have is for the CDD to take over pond bank maintenance for phase one on the condition that they use the easements.

Mr. Greenberg stated that they use the specified easements for each pond without having to go onto homeowner property.

Mr. Marvin stated that may be impossible. The property is owned to the center of the easement.

Mr. Greenberg stated I understand but in all fairness if they're able to come in here, yes it means the contractor would have to ride around a little bit more but they will not have to go onto homeowner property. There's no concern about them taking heavy equipment and damaging grass or irrigation systems because they're running along the edge of the pond.

Mr. Laughlin stated if they do cause any damage they would be responsible for that damage that they caused.

A resident stated you say that, but that doesn't happen. You can say they're responsible all day but it's just like the \$115,000 that went missing for our roads. They're not going to take as good of care of it as the homeowner 99% of the time. I don't understand why people want to put their hands in other people's yards.

On MOTION by Mr. Greenberg seconded by Ms. Cator with all in favor the CDD taking over landscape maintenance of the phase one pond banks on the condition that specified easements are used was approved.
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Mr. Marvin stated Jason, please take appropriate action so we can move this forward.

Mr. Walters stated I'll work with staff to get this process started and we will take care of it.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Proposals to Pressure Wash the Fence**

Mr. Shiver stated the key difference between the two vendors is that Reflections allows you to pick and choose what you want to pressure wash. With Crystal Clean you have to do it all. If you notice the fence along the Concourse is in pretty bad shape and needs to be pressure washed. Both companies include that stretch, as well as the cul-de-sacs that share that fence.

Mr. Greenberg stated it appeared that one of the proposals included the fencing around the pool and one did not.

Ms. Cator stated the Crystal Clean proposal didn't elaborate much.

Mr. Shiver stated that's why I was going to say my recommendation would be Reflections. They are the lowest bid and a lot more detailed in what we're getting.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the proposal from Reflections for pressure washing was approved.

#### **NINTH ORDER OF BUSIENSS**

#### **Discussion of Activity Pool Refurbishment**

Mr. Laughlin stated we discussed this at the last meeting. We had an approval but there was something else they had to add into it.

Mr. Shiver stated the Board approved a not to exceed amount but when I was reviewing the proposal to contract the vendor I noticed he left off an important scope and that is 15-feet of coping that is being separated so I had him come back out here and give us a price on repairing and replacing that so it added \$1,200 to his final price. The bid that was approved is exceeded by \$1,200 and we need approval before we can move forward.

Mr. Marvin asked do we have the money in the budget?

Mr. Laughlin stated yes this will come out of reserve funding.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor an extra \$1,200 to fund the activity pool refurbishment was approved.

#### **TENTH ORDER OF BUSINESS**

#### **Approval of Minutes**

- A. November 27, 2018 Meeting**
- B. November 27, 2018 Landowners' Election**
- C. January 18, 2019 Special Meeting**

There were no comments on the minutes.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the minutes of the November 27, 2018 meeting, November 27, 2018 landowners' election and January 18, 2019 special meeting were approved.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer**

Mr. McCranie stated at the last meeting it was requested that I attend the meeting with the County Manager to find out what's going on with the phase one roadways.

Mr. Marvin stated this is confusing for everyone. What we do know is the CDD issued bonds, gave the money to the developer, the developer built the roads, was to turn them over the County and it's gone amuck and it's not getting any better at this point.

Mr. McCranie stated we've discussed the point where the County without saying they messed up says that their engineer that has now left the County did not follow the proper procedures, did not do the right paperwork and therefore the bond is gone and not accessible so there is no maintenance bond for phase one roads. At this point there is a legal question as to who is responsible to maintain the roadways. The County says while the property might be theirs because it's been given to them by plat they have never accepted the roads for maintenance, therefore it's not their responsibility. The CDD says we don't own the roads, so therefore we don't have a maintenance responsibility. The homeowners association does not own the roads and does not have any money to maintain the roads and then we've got the original developer who built it, put up the bond and is now out of the picture. There's no recourse because the County let the bond go loose so that's where we are right now. In order to get us to the finish line to get the roads in phase one approved and in the future maintained by Nassau County we have to get to 75% build out, meaning 75% of the homes which is roughly 343 certificates of occupancy in the entire community and at that point we can request the County to come do a final inspection. The only way to get these roads to be accepted by Nassau County is for us to have 75% build out, the County to inspect and give a checklist of what has to be repaired, have that repaired, and then the County would accept that phase one roadway as being complete and they would take on the maintenance responsibility.

Mr. Marvin stated or the County could say we messed up letting that bond expire, we feel guilty about that and we're going to go ahead and do the appropriate thing and take those streets over now.



Mr. Greenberg stated they've already indicated they will not.

Mr. McCranie stated that would be nice but based upon Mr. Mullen's specific response to those type of questions, because we pushed and pushed, he said they've got no responsibility and they are not going to do it.

Mr. Marvin stated that's fine. There are four other votes in addition to mine. I am not going to vote for the CDD to assume that liability. There is hundreds of thousands of dollars involved here and I don't believe there is a CDD obligation for it. We can vote in the future but I'm not going to vote for it.

Mr. Powell stated as a developer, we issue bonds all the time and I could never to get one to just go away like that. I couldn't if I tried.

Mr. Marvin stated there's an expiration date.

Mr. Powell stated the bonds will automatically renewal. My surety company will not let me expire a bond.

Mr. McCranie stated the developer says we're no longer extending this letter of credit. They gave that notice to Nassau County, Nassau County then has 90 days in which they must file specific paperwork but whatever paperwork they were supposed to file, they didn't so the County dropped the ball and because of that the bank that has the actual letter of credit said they didn't follow X, Y and Z procedure, they gave it back to the developer and it's done. That's where we are.

Mr. Powell stated it's their fault that it's not there anymore. They're going to accept the roads anyway so it should be on them. I just don't know what type of recourse you have.

Mr. Greenberg stated hypothetically I think we're all in principal in agreement of Glenn's feeling, but practicality is that when there's an issue for safety purposes, etc. you have to do something so the question is, is it worthwhile undergoing a legal battle for what the cost will be and there's still no guarantee of any potential outcome.

Mr. Marvin stated Jackson Shaw, who posted the bond, looked at the list of things the County wanted, priced them out and said we can't afford to do this, we will let them call the bond.

Mr. McCranie stated it becomes a problem when we have these potholes. I'm still going to suggest that we continue to temporarily patch them so that we don't have gaping holes. I think that's a safety thing that I'm recommending the CDD do. Ultimately, some entity is going to

have to spend \$200,00-\$300,000 on those roads to get them to a point that the County will accept them and if nobody takes that responsibility they are going to just sit in limbo and end up degrading.

Mr. Marvin stated the holes aren't all that bad and I don't believe the repairs would be that much. As I recall the Jackson Shaw repairs had to do with a lot of asphalt replacement, curb replacement, etc. That's what I don't want us obligated for.

Mr. Greenberg asked Jason, what are the legal ramifications and what is available to the CDD and ultimately what are we looking at in terms of cost in trying to remediate this?

Mr. Walters stated the issue of the County allowing that bond to expire is something I'm just learning of today so I'm trying to process that. I'd like to take a look and talk to some folks to see if there's any history of something like this happening and what our options are. I have some concern as to what remedies we have against the County but at the end of the day this is a pretty egregious situation and I think we ought to explore those options. I don't want to speak off the cuff in terms of what we may or may not be able to do but I certainly want to look into it.

Mr. McCranie stated I agree. Jason, I think you should look at the legalities of the situation and if there's a way to put Nassau County on notice that they have messed up, they should have been responsible for maintaining it since they had a bond. They should have been able to use those monies to repair them. It's certainly not the homeowners' fault and it's not the CDD's fault.

Mr. Walters stated I agree with Glenn. I struggle to envision a scenario where this should fall on the CDD and the residents to remedy the County's mistake and own issues. We will have to look at what our options are but it's a pretty frustrating scenario for a sophisticated unit of government like a County to simply let that fall through the cracks and I don't think that should fall on us. I'm happy to have phone calls with anyone at the County who is open to discuss this.

Mr. Marvin stated do that and report back to us at the next meeting, please.

Mr. Walters stated we will.

Mr. Greenberg stated of course the concerns are the cost of doing this is not equal to what the rewards may be.

Mr. Marvin stated if we take on these repairs ourselves based on today's knowledge, we will have to increase everyone's assessment by a substantial amount to get the work done. We don't have that kind of money lying around.

A resident asked why aren't you talking about litigation? We've been hearing about this for months. Can you litigate against the County?

Mr. Marvin stated I don't know that one government can litigate another government. I don't know the rules there.

Mr. Powell stated I think Jason was saying he's going to have a conversation with their attorney. It wasn't until today that we realized the bond is nonexistent now.

A resident asked how long as it been lapsed for?

Mr. McCranie stated the County let us know on January 24<sup>th</sup>.

Mr. Greenberg stated and only because we asked.

Mr. Gay stated I just don't see how it fell through the cracks. I don't know how Shaw got away and GMS took over.

Mr. Marvin stated that's totally different. Shaw was the developer. GMS is the management company so there's no correlation between those two.

Mr. Gay asked but doesn't your management company oversee the developer?

Mr. Marvin stated no.

Mr. Gay stated so the developer just comes in, does what he wants and leaves.

Mr. Marvin stated I wouldn't categorize it exactly like that. He was supposed to leave a bond in place to take care of things but the bond did not get cashed in by the County.

Mr. Gay stated I was here in 2016 when the County and Jackson Shaw walked through this phase one community and made a punch list. When they sent it back to Jackson Shaw why didn't the CDD board oversee that?

Mr. Marvin stated the CDD board didn't have any jurisdiction. After that Jackson Shaw said it's going to cost so much to make these repairs we're better off just letting them cash in the bond. The County blew it.

Mr. Powell stated the letter on phase two and three when we develop it and post a maintenance bond, our surety company will not let us dissolve that bond until the County gives us something in writing.

Mr. Gay asked do we need to go to the County board with this issue? He said he would bring it up to the Board.

Mr. McCranie stated I think if Jason tells us that the County has any type of liability and the County is going to have to do something, then at that point when it gets taken to the County commission, yes I think the homeowners should be there.

**C. Manager**

Mr. Laughlin stated I wanted to bring up possibly getting a telephone for future meetings here so we don't have to use a cellphone for the people calling in to the meetings.

Mr. Marvin stated get us a spoke.

Mr. Laughlin stated I was also thinking we could get some foldable chairs.

Mr. Marvin asked how much money do you want?

Mr. Shiver stated the Polycom phones cost just under \$500.

Mr. Laughlin stated if you wanted to give us a not to exceed amount we could work from that.

Mr. Marvin asked so you want chairs and a phone?

Mr. Laughlin stated I just thought it was a good idea. I don't know if the Board agrees. The phone is rough with service and I think that would be more important than chairs.

On MOTION by Mr. Marvin seconded by Ms. Cator with Mr. Greenberg opposed authorizing staff to purchase a phone and chairs at an amount not to exceed \$700 was approved.
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**D. Operations Manager - Report**

Mr. Shiver stated we were asked at the last meeting to look into the possibility of installing an electronic marquee in front of the community for use of the CDD and HOA's notifications. I contacted the County coding office and they told us they do not allow electronic signs within \$1,000 feet of State Road 200 or in front of any residential community.

Mr. Marvin asked are you going to explore other options?

Mr. Shiver stated if that's what you guys want I can have a marquee sign installed.

Mr. Marvin stated just explore cost, size, and location.

Mr. Greenberg stated with all respect, I suspect he has enough knowledge and expertise. Why don't we try giving him a not to exceed and let him provide us with the final so we have final approval on what it will look like and the exact location and let's try to move on with it. It's not a big enough thing to spend a lot of time on.

Mr. Marvin stated I don't understand the motion but that's fine.

Mr. Shiver stated so a marquee sign that I can have the name of the community with locks installed would be just under \$1,000.

Mr. Greenberg asked and the administrator of that sign would be management?

Mr. Shiver stated we would manage access to that sign. We could post CDD meeting notifications, special event notifications, or short messages in the event that the access system got struck by lightning or we need to close the pool; same thing with the HOA or committee meetings.

On MOTION by Mr. Greenberg seconded by Mr. Marvin with all in favor authorizing staff to purchase a marquee in an amount not to exceed \$1,000 with Board to have final approval on the marquee's location and appearance was approved.

#### **THIRTEENTH ORDER OF BUSINESS      Financial Reports**

##### **A.    Balance Sheet and Statement of Revenues & Expenditures**

Mr. Laughlin stated you have your balance sheet and income statement in your agenda package as of January 31<sup>st</sup>..

##### **B.    Approval of Check Register**

Mr. Laughlin stated the check register totals \$70,870.22. We did have the annual insurance premium payment included on this check register.

Ms. Cator stated at the last meeting it was requested that I get copies of the financial reports and I'm wondering if that was going to happen.

Mr. Laughlin asked before the package goes out?

Ms. Cator stated yes.

Mr. Laughlin stated okay. Usually the accountant gets them done a week or two beforehand.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the Check Register totaling \$70,870.22 was approved.

##### **C.    Assessment Receipt Schedule**

The assessment receipt schedule, which is showing 62% collected on the tax roll and 100% collected from the direct collections.

#### **FOURTEENTH ORDER OF BUSINESS      Audience Comments / Supervisor's Requests**

### **Audience Comments**

Mr. Gay there are supposed to be 458 homes total. Is that still the case? I was trying to count all of the homes and I missed a few.

Mr. Greenberg stated Dan, would it be possible for you to provide us with the most current plat and we also understand that there are some temporary ones that have yet to be approved by the County but if we have a site plan it will make it a lot easier and we wouldn't have to waste time on some of these questions.

Mr. Marvin stated he's talking about the master plan.

Mr. Laughlin stated if you want to send that to me I can probably put it on the CDD website.

Mr. Fine asked when is the projected start date for clearing out phase three?

Mr. Powell stated we're hoping to break ground mid-March.

Mr. Gay stated I hope you do a better job at keeping phase three clean than you did in phase two during development. You didn't put the silt screens up like you should have; it was months after.

Mr. Powell stated you don't have to put erosion control up even after, as long as you stabilize it.

Mr. McCranie stated your silt fence goes around the perimeter of the property, not around the ponds that you've already constructed. We will put silt fence next to pond one but at some point you're going to have to break through and we're going to have to draw lake one down. All silt fencing has to be done and that gets reviewed. I look at it, the County looks at it and the water management district looks at it.

Mr. Gay stated I've got my certificate in silt fencing too and I've noticed it didn't get put up the right way and there was so much trash in the ponds.

Mr. Powell stated I will let the builder know.

Mr. Gay stated they did better on getting the area cleaned up but I'm going to stay on them on phase three.

A resident asked will you be putting up construction entrance signs?

Mr. Powell stated yes it will have it's own entrance over there.

Mr. Fine stated in phase two there have been rumors going around that you've sold large blocks of houses to individual purchasers for sale. Is that true?

Mr. Powell stated to tell you the truth, I don't know because I don't have anything to do with the home construction or sale side of it. I can ask. Once the roads are in, I'm out of there but I can absolutely ask.

Mr. Peugh stated I know the pools are approved by whoever approves them, but the pools drained water for probably two months straight into the sewage. Is that okay or is that going to affect our lakes? All the sand backup goes into the sewage as well.

Mr. Shiver stated someone sent a letter to St. Johns County Water Management District and they reached out to us telling us that basically because it's clean ground water going into the storm drain there is no negative environmental impact so they said it was okay and they closed the case the same day.

Mr. McCranie stated if it's disposing sand into our system that becomes a problem and we should stop that because we as a CDD maintain our stormwater system.

Mr. Peugh stated you've seen the sand from my house. It's a foot deep, all the way down the sewer.

Mr. Shiver asked are you on Lavender?

Mr. Peugh stated yes.

Mr. Shiver stated okay so I did see it. I can reach out to the pool contractor and have them clean the gutters out.

Mr. Greenberg the same thing also right here on Daisy and Amaryllis and then the one on Bellflower and Amaryllis.

Mr. Shiver stated so as far as the water itself there's no concern but any kind of excess sand we can have them look at.

**FIFTEENTH ORDER OF BUSINESS      Next Scheduled Meeting – May 21, 2019 at 11:00 a.m. at the Amelia Concourse Amenity Center**

Mr. Laughlin stated our next meeting is May 21st at 11:00 a.m.

**SIXTEENTH ORDER OF BUSINESS      Adjournment**

On MOTION by Mr. Greenberg seconded by Mr. Marvin with all in favor the meeting was adjourned.
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February 19, 2019

Amelia Concourse CDD

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman