

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, November 27, 2018 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
Dan McCranie	District Engineer (by phone)
Dave deNagy	GMS
Darrin Mossing	GMS
Darrin Mossing Jr.	GMS
Tony Shiver	First Coast CMS
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

Mr. Greenberg asked did we have a resignation from Scott Campbell?

Mr. Walters responded no his term expired and that was filled by one of the general election seats.

Mr. Greenberg stated I beg to differ. Jordan is filling Scott Campbell's seat. Ellen took Debbie Malloch's seat and I took Glenn's seat so that would meet Jordan is taking Scott's seat.

Mr. Walters stated okay I wasn't sure of the seat numbers.

THIRD ORDER OF BUSINESS

Affidavits of Publication

Copies of the affidavits were included in the agenda package.

FOURTH ORDER OF BUSINESS Organizational Matters

A. Oath of Office for Newly Elected Supervisors

Mr. Laughlin administered an oath of office to Mr. Beall, Mr. Greenberg and Ms. Cator.

B. Consideration of Resolution 2019-04, Canvassing and Certifying the Results of the Landowners Election

Mr. Walters stated we will fill in the information from the landowners' election which will include the results that Jordan Beall received 100 votes and will fill that seat.

On MOTION by Mr. Powell seconded by Mr. Greenberg with all in favor Resolution 2019-04 was approved.

C. Consideration of Appointing a New Supervisor to Fill Seat 4 Vacancy

Mr. Walters stated we had the three seats that were filled, two by the general election and one by the landowner. A supervisor had previously resigned his seat and his term doesn't expire until 2020 so there is not an election to fill that seat. The way we fill vacancies when they occur midterm like that is by appointment and when I say appointment it's a motion, a second and a vote of the Board so as the four members constituting the Board today you will make an appointment for that fifth seat.

Mr. Greenberg stated I'd like to make a motion that James Marvin is appointed to fill the vacant seat, previously held by David Jae.

On MOTION by Mr. Greenberg seconded by Ms. Cator with all in favor James Marvin was appointed to seat four.

D. Oath of Office for Appointed Supervisor

Mr. Laughlin administered an oath of office to Mr. Marvin.

E. General Information for New Supervisors

Mr. Walters stated one thing to keep in mind is that the CDD is a local unit of government of the State of Florida and that opens up a lot of things that you will be subject to. You just took the oath and you will fill out the forms that Daniel will send to you. Two of the things we like to point out right away are that as local officials you are subject to the Sunshine Statute and that means that all District business must be conducted at these meetings. They are publicly noticed, we have minutes that are transcribed and they are open to the public. What that

also means is you can't discuss District business outside of these meetings so with your neighbors and friends you can talk about the weather and your last vacation we just ask that you don't discuss anything that could come before this Board outside of a meeting. It's the same requirements that all of the local officials within the state are subject to. The second big statute that comes into play is regarding public records. All of the documents that are produced by this entity are public records that anyone can request at any time so we have copies of these books and you are not required to keep that but we do suggest that you set up a separate email address because if someone requests all of the emails of all of the supervisors you have a segregated email account rather than your personal account that you have to dig through and find any District emails. Having said that, staff are not included in the Sunshine Statute so if you have a question for Daniel or me you can always reach out to us and we will be happy to answer any questions you may have. Any of the other supervisors cannot discuss District business outside of a meeting.

Mr. Laughlin stated I have a packet here that I will give to you after the meeting that gives you some info on it.

F. Consideration of Resolution 2019-05, Designating Officers

Mr. Laughlin stated this will be to designate who will be Chairman, Vice Chairman etc.

Mr. Walters stated we can do it one of two ways, we can take a motion for each seat or we can slate in different people if you're saying you want someone as Chair and Vice Chair and so forth so we can take one motion on the resolution. It may be easiest just to do Chairman and Vice Chairman because the remainder of the Board will serve as Assistant Secretaries and the Treasurer comes from our district management company.

Mr. Greenberg stated I was going to nominate James Marvin as the Chairman.

On MOTION by Mr. Greenberg seconded by Ms. Cator with all in favor designating James Marvin as Chairman was approved.

Ms. Cator stated I nominate Harvey Greenberg for Vice Chair.

On MOTION by Ms. Cator seconded by Mr. Powell with all in favor designating Harvey Greenberg as Vice Chairman was approved.

Mr. Laughlin stated Ellen Cator, Nick Powell, Jordan Beall will be assistant secretaries and from our office Jim Perry will be the treasurer and assistant secretary for check signing purposes, and I will be the secretary and assistant treasurer.

Mr. Greenberg stated it might be worthwhile to have a resident member of the Board be assistant treasurer.

Mr. Walters stated sure my only comment to that is our district management company handles all of the finances and accounts. They are licensed, insured and a professional management company so to the extent with input on that or oversight we have all of the budgets and financials come out every month but I'm not sure I'd be as comfortable having a resident with check signing authority and that's what the assistant treasurer designation would do.

Mr. Greenberg stated there could be a designation without check signing authority.

Mr. Walters stated I think we could do that without including it as an official officer. I haven't seen it done that way and I've got districts that have had resident boards for twenty years so I'm a little hesitant to open up that issue.

Mr. Greenberg stated I'll accept that with the provision that Ellen Cator be part of and privy to any financial information so she at least has the ability and we have some oversight.

Mr. Walters stated sure I think that's a great idea and we can do that in terms of making sure she gets copies of all of the financial reports.

On MOTION by Mr. Powell seconded by Mr. Greenberg with all in favor Resolution 2019-05 was approved.

FIFTH ORDER OF BUSINESS

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

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the public hearing was opened.

Mr. Walters stated I realize we have couple of new supervisors so I want to take the time to walk through this a little bit. At the last meeting we started what we call the assessment process and this is not related to O&M or our annual budget. We started the assessment process for the financing for the final phase of development. If you recall, the first phase was installed

over the last few years and the second phase has been going in and now the final phase of development will be completed on the back end. The CDD as a public entity with the authority to issue tax exempt bonds, what we finance is the public infrastructure such as the roads, the water and sewer, the stormwater, conservation areas and wetlands; not homes. The way we do that is we issue tax-exempt bonds that will then pay for the construction of that phase. That's the way we did it in phases one and two. A key thing to note is this is local to that area so the assessments we're considering today do not affect any of the other homeowners, it will simply be imposed on the phase three land to pay for that infrastructure so it's kind of a growth that pays for itself model. At a previous meeting we started that assessment process by resolution and setting today's public hearing. The two key documents you will see behind that resolution are the assessment methodology report and the engineer's report. I will go over and talk about some of things you saw emails on and the changes came out for the engineer's report. The engineer's report kind of defines that project. It tells everyone what we are going to be building, talks about the roads that are going to built, the water and sewer improvements that are going in, it provides estimates of costs for those improvements and it outlines who is going to maintain those at the end of the day so it kind of sets out what the project is. The methodology report contemplates that project is going to cost and how it breaks down per lot so each lot is assigned a certain amount of that debt just like it is for phases one and two. We've sent out the notices that were published in the paper and a mailed notice to the landowner of the phase three lands saying that we're going to hold this hearing to impose the special assessments. For today's purpose that's where we're getting at. We haven't issued those bonds yet and that's also in the works and that's why this package is so thick. You will see some additional financing matters right after this and we will get to those separately. For today's hearing we are looking to impose those special assessments, which will fund those improvements we're talking about. When we get to the funding the way we do that is through the financing. There's nothing this District hasn't seen before because we used the same process just two years ago for phase two and for phase one almost twelve years ago. I'll go over a couple of the documents and I will talk about a few of the changes you saw in those emails. I'll ask if there are any questions from the Board members and then we will take comments from the members of the public that wish to participate in the hearing, we will close the hearing and then we will consider the resolution itself. Just so you know, this is kind of the preliminary set. At a future meeting we will come in with our final

numbers. When we get through the financing we will know exactly what those costs are. Right now we're using the estimates based off of the engineer's report but if for example the bond is issued at 5.1% interest versus 5.2% interest that affects it a little bit so once we have those final numbers we will come in with what we call our final numbers resolution, which will have the exact amounts for each lot.

Mr. Greenberg asked just for clarity, the cost of the issuance of the bonds as well as any other costs that are incurred along with the legal costs are all part of the figures?

Mr. Walters responded yes when we issue that bond all those costs will be included. As we go down this road, until we get there, the District is incurring costs but the developer was required to sign an agreement which we call the financing funding agreement where they have to bear all those costs until the bonds are issued so until we get to that point there won't be any exposure to the District.

I'll walk through a couple of the provisions in the resolution. The bulk of the resolution is the findings, which is the findings of the necessity of the improvements and the legal status of the assessments. Section four talks about the estimated costs, which is set forth in the engineer's report. It deals with the finalization that I mentioned in section six which is that once we have the final numbers we will come back with that supplemental resolution. It sets forth the methods of payment and we have two ways of collecting assessments; we can send a bill directly and collect it by the District or we can certify our tax roll to the tax collector who will put it on the tax bills. Generally that distinction comes from raw bulk land and then once it's platted and there are individual lots out there we send it to the tax collector because it's a much more efficient method of collection. The methodology report was reviewed and approved by the Board at the last meeting and it kind of walks through the basis of the assessment and how it's allocated. The engineer's report had a few changes that I want to discuss. The one major change was that there was some money allocated for lot grading and clearing and that is when you have your stormwater management permit when you're draining into the ponds those lots have to go forward or backward so they drain correctly and all of the stormwater runs off into the ponds. Certain tax counsel are more comfortable with certain levels of that work meaning if you do that work to comply with the permit, often tax counsel says that's okay. In this case tax counsel was uncomfortable with that so they wanted to remove any cost associated with lot grading or clearing so it reduces down that clearing line item with anything related to the lots.

Mr. Marvin asked did that money go to another line item?

Mr. Walters responded some of those monies will and that's the other thing I'll talk about but the overall effect is a slight reduction in the cost of the project. What that money is going to be used for is in the acquisition of the property for the lakes, conservation areas, conservation easements and things like that.

Mr. McCranie stated I also added a \$100,000 contingency line item to cover any other cost changes that they incur based on past experience.

Mr. Greenberg asked who is bearing the cost of that work that is required?

Mr. Walters responded the developer. There is a lot of work that will have to be done by the development company but at the end of the day the entirety of phase three will be developed at the same time.

Mr. Marvin stated just for clarification, typically you hire a contractor to do all that work so it would be under contract with the CDD and Dream Finders would then pay for it? I don't understand how that works.

Mr. Powell stated basically it would be broken out. There are certain line items and tasks that are associated with the lot building pad. That portion Dream Finders would be paying for. The infrastructure portion the CDD would pay for.

Mr. Marvin stated so the CDD is under contract for all of it, is it not?

Mr. Walters responded we're contracted for it and if you recall we approved at the previous meeting the completion agreement and the acquisition and funding agreement with the developer so the developer is responsible for all of the costs above and beyond. That's another key point is if there are overages on this agreement and let's say there's \$4 million worth of funding and it cost \$4.5 million, the developer is responsible for those overages based on the completion agreement. The assessments will never change for phase three, just like how your debt assessments on your tax bill stay the same every year. Whatever those costs are will be allocated over the lots and they will not change over that 30-year period and that's regarding the project costs. Again, the process for today is to levy the assessments on the phase three lands in accordance with the methodology report. At a subsequent meeting we will come back with the final numbers once we have the pricing on the bonds and we will have a kind of final levy on those properties as well.

Ms. Linda Shook, 95028 Lavender Lane, stated I'm new to this. Why is it that you will see many of the developments say no CDD fees, but ours does? Why do we pass this on to the homeowners versus the developer?

Mr. Walters responded there is a long answer to that a somewhat short answer. The short answer as to why they would say no CDD fees is they did not use a CDD for that development so in those cases they would have an HOA that maintains everything and then you would pay an HOA assessment.

Mr. Marvin stated Jason I think also in this community some of the debt is paid by the builders so we've got some here that don't have debt.

Mr. Walters stated yes and often they are referring to the debt assessment. The debt assessment which we are referring to now for phase three can be paid off at any time so if you paid it off you would technically not have your CDD debt fee, it would just be the operations and maintenance just like the HOA. The longer answer involves a way that the infrastructure is funded and it's either built into the cost of the house or it's built into a tax-free long-term financing program which is often advantageous for everyone involved but I don't want to get into the minutiae of how a CDD affects that.

A resident asked when is phase three supposed to start construction?

Mr. Walters responded I think the aim is to start construction around the first of the year.

Ms. Natalie Voytac, 95142 Periwinkle Place, asked what are the proposed assessments for the bonds for phase three?

Mr. Walters responded it's about \$1,300 per unit.

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

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor Resolution 2019-06 was approved.

SIXTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Delegation Resolution 2019-07

- 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**

Mr. Walters stated this is separate from the assessments, but related to the financing. If you want to look at it like a loan, we will levy the assessments on phase three and it's like a 30-year mortgage to pay of that loan. In order to accomplish that we issue registered securities which is a complicated process. There are lots of folks involved; I'm involved, the attorney on the phone is involved, GMS, the engineer, counsel for the trustee which holds all of these funds, US Bank in this case, so it is a very complicated process. The closing statement will be about four inches thick. For your purposes I need you to know that all of the professionals that work on this deal are going to write opinions on these deals and will be dotting all of the I's and crossing all of the T's. I know there are a lot of documents to look at and I know it's a thick stack. I can assure you that everyone on this team has walked through these documents at least once or twice so these aren't just being thrown to you and asking for you to say yeah these look good. There have been weekly calls to go over documents and there have been revisions and new versions that come out so this isn't something that happens overnight. This is a process that we go through at every district and you have a team of individuals that are working on your behalf to make sure these documents are in order. With that, Ashton will walk you through the delegated award resolution itself.

Ms. Bligh stated resolution 2019-07 authorizes the issuance of the series 2018A and 2018B bonds. It also establishes certain parameters in connection with the bonds and it is also for approving the forms of and authorizing execution and delivery of certain financing documents. I will discuss the parameters and financing documents as we move through this resolution. The District is being developed in three phases. The series 2018 bonds will only be secured by phase three, which is independent of phases one and two. In phase three you have approximately 78 undeveloped acres and it's planned for 172 single-family units. As Jason mentioned, assessments will be levied on those particular units and those assessments will be used to repay the bonds.

Mr. Greenberg stated if I'm correct that bond will mature in ten years?

Mr. Powell responded ten on the B bonds and thirty on the A.

Ms. Bligh stated I will go over the maturity when I get to the parameter section as well. Page four of the resolution discusses the particular financing documents that are attached to the resolution. The third supplemental indenture will describe the security for the 2018A bonds and then the fourth supplemental indenture will describe the security for the 2018B bonds. MBS Capital Markets as the underwriter will be purchasing both the A and B bonds so that is the purpose of the bond purchase agreement. The preliminary limited offering memorandum describes the bonds, including the security for the bonds, the project and the District. That document is going to be used by MBS to sell the bonds. The form of rule 15c2-12 certificate will be signed by the District. It is pretty much saying everything in the PLOM is true and correct. The form of continuing disclosure agreement is a requirement that the District and developer will sign and it will describe certain continuing disclosure obligations post-closing. Under section six, on page six, it describes the parameters for the bonds. Starting with roman numeral one the series 2018 bonds are subject to optional redemption no later than May 1, 2031. The 2018B bonds are not subject to optional redemption. Roman numeral two describes the maximum interest rates for the bonds. Roman numeral three says with the 2018A bonds the maximum that can be issued is \$3 million and then for the 2018B bonds it will be \$3,250,000. The series 2018A bonds will have a final maturity of May 1, 2049; they are the long-term bonds. The 2018B bonds have a shorter term and their maturity will be on May 1, 2029. In this document we also authorize execution by the Chairman, Vice Chairman, or designated member of the Board to sign the purchase agreement and various other financing documents. The rest of the sections describe the particular documents that are attached. If you have any questions I'm happy to answer them.

On MOTION by Mr. Powell seconded by Mr. Marvin with all in favor Resolution 2019-07 was approved.

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

Mr. Laughlin stated Tony has been working closely with Martex to have them do some work to kind of catch us up to where we should be.

Mr. Shiver stated since the last CDD meeting I have had weekly meetings and conversations with Martex including some of their upper level management and what they've basically admitted was that they are doing some poor work on their part and they made it very clear that they wanted to keep Amelia Concourse as a client so they've started giving us double

crews twice a week to get caught up on things that have slipped. They've cleaned up a lot of the amenity center area, the fence area along the Concourse at no additional charge to the CDD. They've also provided a couple of proposals. I was asked at the last meeting to get a proposal from Martex to include phase one pond banks in their mowing schedule. Phase two is already in their proposal. Phase one would be an annual price of \$7,240 for 40 mows. We've also received feedback from numerous residents that have homes along phase one and most would rather to it themselves so it's up to the Board as to how you would like to proceed.

Mr. Greenberg asked did Martex ever provide the detailed scope of work from the most recent contract?

Mr. Shiver responded not from the most recent contract. The only detailed scope we have is from the original contract.

Mr. Greenberg asked so you're working off of the one provided to us by management from 2010?

Mr. Shiver responded correct. Their contract agreement is based on that original scope.

A resident stated Martex is a disaster. Like they should be fired. I've been screaming for a year about how terrible their service has been here. I've lived here a little over a year and it's embarrassing to go by the Concourse and see Amelia National look great. I don't know why we're still dealing with Martex.

Mr. Laughlin stated we are going to have the Board discuss this and then we will open it up to the audience once this discussion is done.

Mr. Shiver stated I'm not an advocate of Martex. I can tell you from what I've learned they have had a tremendous amount of turnover of staff and we have now been assigned a new account manager and new site supervisor. Both of the gentlemen have been in contact with me on a weekly basis just letting me know where they are and what's been going on.

Mr. Marvin stated if we're contemplating change we need recommendation from staff. This Board looks to the staff to advise them on these types of matters and expects some firm position from the management company and staff about how we should manage this if it's not satisfactory. I'm hearing you that they've made a concerted effort and they don't want to lose it so they're trying real hard now. We have to have some firm position to work off of.

Mr. Shiver stated I told them they have until this meeting to show us that they wanted to keep this account. In the past two months they've done that. They've done a lot of work at no additional charge to the District, including cleaning up along the fence line of the Concourse.

A resident stated that should have been done from day one though.

Mr. Shiver stated I understand that but it wasn't in their contract or the original scope so it was an oversight on our part. It looked horrible and that's when I approached them.

Mr. Powell asked we don't have any proposals from any other vendors?

Mr. Shiver responded I did not obtain any other proposals from other landscape vendors.

Mr. Greenberg stated without a detailed scope of work it's pretty hard to do that so we have the one from 2010 and management is going to work with Tony on updating that so we can then send it out for some additional pricing.

Mr. Shiver stated Martex did provide us what looks like a new proposal for all of their services, however they are currently still under contract so I don't know why they provided a new proposal. We didn't ask for one. It would be my recommendation to see where they are at the February meeting. If the Board likes I can obtain proposals from other landscape vendors.

Ms. Cator stated when does the current contract we have with Martex expire?

Mr. Laughlin responded I'd have to look. They go off of three-year agreements.

Mr. Powell asked is there a way to terminate?

Mr. Laughlin responded yes we can give them a 30-day notice of termination at any time.

Mr. Walters stated we include 30-day termination provisions in all of our agreements so even if it's a three-year term or four-year term we always provide that flexibility to get out of it.

Mr. Greenberg asked do you recall if the last term was 36 months?

Mr. Walters responded my recollection was that it was a two-year agreement with the option for renewals upon mutual agreeable terms so I believe they have at least one more year of this agreement but that's up to this Board.

Ms. Cator stated so in the meantime, even if we do opt to give them until the next meeting as Tony is suggesting, if we get the scope of work there will be no reason in the meantime to not get other proposals.

Mr. Walters responded yes I would think we need to have firm proposals from other companies at the next meeting that way you can pull the trigger to change if you'd like.

Mr. Shiver stated and the scope would be apples to apples.

Mr. Greenberg asked what is your recommendation, Tony? You've worked with them very closely for the last number of weeks and you're the one who determines how much has actually been done. We all acknowledge that it should have been done from day one but not withstanding that's the reason they are being given an opportunity to show us what they can do.

Mr. Shiver responded my recommendation is that we develop a scope of work and put it out to bid for review at the February meeting, taking into account what Martex has been able to do at that point in four months. Obviously price will be a very important factor.

Mr. Marvin stated I was kind of impressed by how many times you said they're showing up a week and with how many people. It's not uncommon to see with CDDs of this size landscaping people to show up once a week with a big crew, do whatever they're going to do and then they're gone for the rest of the week. If you want to pay more, than you get more visits. How are you going to get this scope of work?

Mr. Shiver responded it's something we're going to have to create and I will work with Daniel on doing that.

Mr. Marvin asked so you and Daniel can create this in a couple of weeks and then bid it out and get back to us and we can make a change or not at the next meeting?

Mr. Shiver responded correct. I will add that I have never seen a landscape company do what Martex is doing now. I've never seen the amount of manpower to a District.

Mr. Marvin stated well tell them they're good until the next meeting and then we will see. I need to move this lake mowing issue to conclusion. With the maintenance company issue at hand I'm not sure that it makes sense to do it now. There's not much burden on the homeowner at this point and I'm sensitive to the homeowners that want to maintain their own but I think this Board has to get consistent throughout the community and having this old network in phase one doesn't work so would you rather it be postponed for three months until we have another meeting or should we take action on it now?

Mr. Shiver responded being that the grass isn't really growing I would not recommend you incur the additional expense.

Mr. Marvin stated so we will just postpone that decision until the next meeting.

Mr. Walters stated related to that, I'm going to hand out an excerpt from the phase one covenants and restrictions from the HOA. We've talked about this over several meetings and I just want to make sure you're in the loop on this. The issue we have in phase one is the

covenants and restrictions for the phase one HOA require the homeowner who lives adjacent to the pond maintain all the way down to the waters edge. That's not uncommon. You still have to maintain the front edge near the road that the County owns all the way to the curb so this is a similar issue. The issue we've got is that is not in the covenants and restrictions for phase two and we don't know what they will do in phase three so you've got phase one homeowners in phase one with a requirement to mow all the way to the waters edge and in phase two the CDD maintains those ponds.

Mr. Marvin stated I think we know that phase three is not going to be in the covenants.

Mr. Walters stated yeah I would suspect it's not going to be so the question we're wrestling with is even though there is a covenant and requirement for phase one homeowners to maintain the lake banks, do we as a CDD want to say we're going to do that for the sake of consistency throughout the District and for any fairness argument since we're maintaining the banks in phase two.

Mr. Marvin stated so we're going to come back to that at the next meeting one way or another.

Ms. Voytac asked is it possible since the HOA in phase two is at this point primarily developer-controlled to have that added to their CCR that they maintain down to the lake banks because the way that we bid our landscaping contract is the community as a whole so right now technically the residents of phase one are paying to have the ponds mowed in phase two. I would argue that every homeowner can just maintain themselves as we go all the way to the curb even though it's a right-of-way in front of our homes. Take it out of the Martex contract entirely and save \$7,000 a year or whatever that I'm sure we're paying for phase two.

Mr. Shiver stated phase two is about \$12,000 a year.

Ms. Voytac stated so we could reduce the landscape contract across the board and not incur additional costs in phase three simply by the new HOA amending the CCRs.

Mr. Walters stated that would be a question for the phase two HOA.

Mr. Powell stated the problem with that is phase two residents have been told when you put your fence up you're not required to put a gate because the CDD is maintaining that lake bank.

Mr. Dennis Partridge, 95134 Snapdragon, stated there are fences up with no gates now.

Mr. Rich Hermon, 95136 Windflower, stated Jason pretty much summed up that we are responsible for mowing the waterfront so I don't know why we're kicking the can down the road every meeting. This is my third meeting and every meeting we've brought this up and every meeting we say let's bring it up next meeting. So now we're going to come back to February and do the same thing. Right now homeowners on waterfront in phase one are responsible for it according to the covenant and that's fine with me. If you're going to put it in there, are we going to be charged more and who's going to pay for that. Is the CDD going to take it over and tell homeowners what to do? Can I stop them from mowing? I don't know but we have to get something in writing. I don't want to sit here and kick the can every meeting. This is ridiculous. When I bought the house I signed up to do that. I just think it should be agreed upon.

Mr. Greenberg asked has there ever been any consideration to aerating the ponds?

Mr. Shiver responded within the first year of me being involved here I got a proposal for fountains and it was in excess of \$30,000 just for one.

Mr. Powell stated one fountain will cost you anywhere from \$10,000-\$15,000, plus you have to install it, run power to it, and maintain it. That's why I won't be installing one in any future developments. They work but are a constant headache.

Mr. Marvin stated the lakes are in CDD owned tracts. The CDD does not have a relationship with the homeowners to maintain the lake banks. That's in the HOA docs. As far as I know the CDD has never said you have to take care of those lots. I know that's mixing terms but I, along with some other people in this room, manage a number of CDDs and in almost every case the CDD maintains the lake banks and that system works fine. I think that's the way to go here, while I hear what you're saying about asking the homeowners to mow their banks I don't think that Dream Finders is willing to go back to the sales people and say would you like to tell your buyers we've made a mistake. I don't think that's going to go over well and I can tell you that Dream Finders is accustomed to having the CDD maintain the lake banks. I think with homeowner maintenance of the lakes that are owned by the CDD is a mistake and was probably done out of frustration and lack of funds back when the recession started because it's not normal for these types of projects. I think we've agreed we're going to make a decision on this at the next meeting. If we need to have further discussion today let's do so.

Mr. Greenberg asked Jason what is your experience?

Mr. Walters responded my experience is similar to Glenn. To me this is an older model. It's common to see in older communities in my experience where you are required to maintain the lake banks. In most of the newer projects you're seeing either the HOA or CDD is maintaining those lake banks and there are several reasons for that. One is it's owned by the CDD, we own that part of the lake all the way to the top of the bank; two, we already have an operation out here that is mowing in the vicinity so it's consistent for the entire community; three, in certain lake banks these are graded pretty low but some of them are a little steeper and they are not as easy to mow without the right equipment and experience and it just makes more sense to do that. When we do the bidding and we're talking about putting together the specs we can include to have them break that out and we can see what those numbers would be to see what it would cost to do all of the pond banks, versus just phases two or three.

Mr. Marvin stated I go back to what our resident said here, if you're in phase one then you are paying for the lake bank mowing in phase two. That's just not right. This should be equally shared.

Mr. Walters stated yeah and that's the fairness component that I was talking about before. It's a question of if I live in phase one and I'm doing my own bank and then I'm paying for the landscape contract, which mows my neighbor in phase two.

Mr. Greenberg asked and the language in the HOA documents in phase three is similar to that of phase two?

Mr. Powell responded correct.

Mr. Greenberg asked in your experience how does the CDD indemnify the homeowners whose property now have to be gone onto in order to mow those banks for any damage that may occur?

Mr. Walters responded we don't indemnify anyone. We have access easements so there are entry points that we use and they are platted and recorded in the public records so we have that right to go through that to access the pond for lake maintenance and lake bank maintenance.

Mr. Greenberg stated one could make a fairly strong case that all of that power equipment moving in, in order to perform this work has the potential to cause damage, even through that easement, and yet the homeowner is the one that ultimately has to live with that.

Mr. Walters stated we have responsibility under that easement. It's not a carte blanche easement saying you could dig a hole there. We have to use reasonable care when we enter and

exit and use that for ingress to the facilities. The way we protect ourselves is we require all of those contractors to indemnify us and add us to their insurance.

Mr. Rick Fine, 85140 Amaryllis, stated Jason is it not mandatory in the state of Florida for all development phases of a single community to operate under the same covenants?

Mr. Walters responded it is not. I've got some communities that are 4,000 acres and it's almost like ten communities in one. There are multi-family, condos, single-family and commercial and they all have different HOAs.

Mr. Fine stated I understand but this is not what you just said.

Mr. Walters stated no I understand this is fairly uncommon but it's the way it was developed and this board has no control over what the HOAs do or how they craft their documents.

Mr. Terry Cator, 95193 Periwinkle, stated just a tangent to the whole mowing thing because I've been mowing my bank this whole time, which is fine, but there are people who don't mow it at all so if the CDD took that over it would actually get mowed. Most homeowners want to mow the bank and take good care of it but not all so what I'm saying is I'm encouraging you to take over mowing the banks of phase one.

A resident stated one of the problems with that though is how do you manage those people that are not doing the work? Who makes the decision of you didn't do the work so we will have somebody come in and we will charge you for it versus maintaining with consistency? It's a very complex situation.

Mr. Laughlin stated that would be the HOA since it's part of their covenants.

A resident stated I have a substantial lot on the water in phase one. I know it's different from phase two but there's a reason I wanted that lot, I wanted to be on the water and even though it's not my property, I want to be able to take care of my own yard.

Ms. Wendy Tiffany, 95168 Periwinkle stated, now that they've been cleaning along the fence are they going to wash the fence?

Mr. Shiver responded Martex will not be washing the fence. We will be getting proposals to pressure wash the fence.

Mr. Greenberg asked and that includes also the fence around the pool?

Mr. Shiver responded correct.

Mr. Fine stated Glenn, I think your question has been answered. The covenants would have to be changed.

Mr. Walters stated no the way it would work is we would not change the covenants but because they are our ponds, we could say we are no longer allowing you to maintain it, we're going to maintain it. It would be a process. We'd have to communicate that and work through those issues but that would be up to this board to make that decision.

Mr. Laughlin stated at this point Tony and I will work on the scope and we will get bids for the next meeting.

Mr. Shiver stated I have one more proposal from Martex. It is to clear the remainder of the outside of the fence going east along the Concourse. It's basically where phase two fencing began and it runs to the end of the development. They propose \$3,420.52 to clear that. They also would like an extra \$115 a month to maintain it after it's been cleared which I wouldn't move forward with since we're going to add that to the new scope anyway.

Mr. Marvin asked does it need to be cleared? Can we defer that to the next meeting? The reason I ask is I recall when Dream Finders was doing some fencing and stuff there and it was kind of a natural area.

Mr. Powell stated I was going to say it's a landscape buffer tract. I don't know if you can just go and clear cut it.

Mr. Shiver stated if you look at it when you're driving along the Concourse it looks terrible.

Mr. Powell stated I'm sure it looks dingy but I don't know that you can go in and clear a wetland. I just want to know the ramifications on it.

Mr. Walters stated I'll take a look at that parcel and see what limitations we would have on that.

Mr. Greenberg asked might that be something the builder might consider bearing some of the expense?

Mr. Powell responded it depends on bids. I don't think we're willing to pay \$3,000 to clear it after we paid millions of dollars to clear the whole thing and we were told to leave that section. It was called out as a landscape tract so there's a reason we left it.

Mr. Greenberg asked but at least going forward would the builder at least consider cost sharing that with the CDD to maintain it on a regular basis at least through which time you have no further interest in phase two.

Mr. Powell stated it's not our property.

Mr. Greenberg stated I understand but it has a lot to do with the marketability of the property.

Mr. Walters stated there are certain conservation tracts that you can't touch, even buffer tracts you have limitations on what can be thinned so I need to take a look at this parcel.

Mr. Marvin stated let's just agree that we're going to make a decision on this one way or the other at the next meeting.

Mr. Michael Peugh, 95071 Lavender, stated if they were going to do the clearing wouldn't you need three bids from commercial companies?

Mr. Shiver stated we will do that at the next meeting.

Mr. Marvin stated we're not required to get three bids if that's what you're asking.

Mr. Walters stated once we reach certain thresholds we are required.

Mr. Charles Gay, 95185 Windflower, stated for some reason we didn't get the scope of work from the Board on what Martex had. Where is the scope of work that is assigned to Martex for phase one?

Mr. Laughlin responded it's in the original agreement.

Mr. Gay stated we asked for that and Tony asked for it and we never did see it.

Mr. Greenberg stated unfortunately none of the renewals ever included a detailed scope of work, it was only the original in 2010 that actually did. Martex has not provided us with a copy of it so management pulled it from their files and that's what you were just given. That's the reason we also have not been given additional pricing because we haven't been able to evaluate the scope of work as it stands to whether it's adequate or inadequate because we don't necessarily know what they're supposed to be doing and that's the reason Daniel and Tony are going to revise the scope of work working off of that and what our particular needs are.

EIGHTH ORDER OF BUSINESS

**Consideration of Proposal from VGlobalTech
for ADA Website Accessibility**

Mr. Laughlin stated the CDD has a website that is required by Statute that has public documents such as the agendas and minutes. These documents have to be ADA compliant and

essentially people can use text readers to go through the various files. It's currently not set up that way so we got a proposal from VGlobalTech. We've gotten multiple bids from multiple districts so they are giving us a discounted rate. It will be a \$1,750 one-time fee and they will convert the website to be in compliance and then GMS will maintain the website from that point on.

Mr. Marvin asked does this all stem from law suits pending?

Mr. Walters responded yes there were a rash of lawsuits over the last 12 months. Some were highly publicized cities and counties. Wynn Dixie was a big private company to get hit with one of these lawsuits so that's what's prompted a lot of this. Essentially people will go out and test the website and if it's not ADA compliant then they will file a suit. At the end of the day with ADA if you get sued they are entitled to attorney fees and damages which can rack up in a hurry so several CDDs, mostly in South Florida, have been sued as well so we're taking these steps to make sure we're compliant.

Mr. Powell asked what is the timeframe to get this done and is the cost within reason with what you normally see on other districts?

Mr. Laughlin responded we got quite a few proposals and a lot of places were charging per page at around \$3 per page and we have documents with 100s of pages so this is by far the best price we've found.

Mr. Marvin stated just so everyone here knows we've had to deal with this at a number of other CDD communities to be in compliance. We're not singled out here.

Mr. Greenberg asked Glenn, in your experience cost-wise is this comparable?

Mr. Marvin responded I can't recall but I would rely on staff here to tell us if it's comparable and I think it is.

A resident stated being that it's a public site where you could perhaps print out this agenda, if you did have a braille reader, what version of braille is it?

Mr. Laughlin responded it would be a text reader.

A resident asked and that's compliant with ADA?

Mr. Laughlin responded what the government is saying is compliant is kind of complicated right now. They don't have a set guideline of what exactly we have to do.

Mr. Walters stated this is just a website, not a document. That's a separate issue. We're trying to streamline the websites and this is part of that process of getting those documents all in readable format for the visually impaired.

A resident stated as a web developer I see this quite frequently and this is a fair price.

Mr. Powell asked did they give you a timeframe?

Mr. Laughlin responded I know they're working on other communities who have approved their proposals already.

Mr. Powell asked we're not vulnerable right now are we?

Mr. Walters responded I wouldn't say vulnerable. Once we approve this agreement obviously we can say we're in the process of converting the website and that's a much better position to be in.

Ms. Cator asked so for right now we're only doing the one-time conversion because on the back page there's another price.

Mr. Laughlin responded staff at GMS already manages the CDD website and they are being trained by this company to keep it in compliance.

Ms. Cator asked so this will be irrelevant then?

Mr. Laughlin responded correct. About once a year we will have this company do an audit for a couple hundred dollars just to make sure we're in compliance.

On MOTION by Mr. Greenberg seconded by Mr. Marvin with all in favor the one-time website conversion proposal from VGlobalTech was approved.

NINTH ORDER OF BUSIENSS

Discussion on Activity Pool

Mr. Shiver stated first I will add that we got a health inspection from the state and there were zero violations on the pools. With the activity pool specifically it was reported to us that there were some cracked tiles and even one tile had detached and fell off in the pool so we inspected the pool and what we felt was that there could be an issue with the beam of the swimming pool. We contacted two pool companies, including the company that originally built the pool. Both companies said it doesn't appear to be anything with the beam because the pavers still on top of the beam are not detached so it's just natural movement of the swimming pools. If you look at the pool marcite itself it's become discolored as well as the tiles all around it. We

obtained two proposals, one from Surfside Pools, which was the original pool builder, and without going through their proposal it basically shows me they are not interested in the job.

Mr. Marvin asked so re-marcite?

Mr. Shiver responded re-marcite and new water line tiles and it looks like just doing the basics would be about \$35,000. The second proposal I obtained was from Parry Pools. Parry Pools have done a lot of commercial pool building, including here in Nassau County and I've worked with them recently on several large jobs. Their proposal for re-marcite and new pool tiles looks to be about \$20,850. It's not something we anticipated so it's not in the budget because they cracked tiles happened after we went through the budget process and I was hoping to get another couple years out of the pool marcite but now we're here so we need to do it. If the Board wishes I could try to obtain a third proposal but I hate to wait until the next meeting to move forward because we want to get the pool open before spring break.

Mr. Marvin asked do we have reserves we can use to do this?

Mr. Laughlin responded yes.

Mr. Marvin asked if you use Parry Pools when would they do it?

Mr. Shiver responded I would try to get it scheduled this upcoming month if they're available.

Mr. Marvin asked to re-marcite they have to chip off all of the old marcite?

Mr. Shiver responded they would have to blast it. They come in with very powerful pressure washers and blast the surface off.

Mr. Greenberg stated I would certainly feel more comfortable with another proposal but for the sake of delaying things so that the pool is not available once the season starts.

Mr. Powell asked could you approve moving forward with the money and obtain a third proposal and if that one comes in under you could move forward with that one?

Mr. Greenberg stated I'm comfortable with that.

A resident asked would it be shared with all three phases?

Mr. Laughlin responded it would come out of the CDD's money so yes.

Mr. Walters stated I know it sounds like a big number but with full size pools most of those are six figures. These are big jobs.

A resident stated I could understand on the big pool.

Mr. Shiver stated I can tell you to re-marcite that pool we're closer to \$100,000. I've done several pools this size and this is kind of par for the course. When I saw the \$35,000 bid I thought that was way too high. This is closer but I could get a third bid I just hate to wait until the next meeting.

Mr. Laughlin stated we could approve this proposal on the terms that you get more proposals in to see if one comes in lower.

On MOTION by Mr. Powell seconded by Ms. Cator with all in favor to re-finish the pool at an amount not to exceed \$20,850 and authorize Chair and staff to seek lower proposals was approved.

Mr. Greenberg asked aren't they doing some work in the community for residents?

Mr. Shiver responded yes I've seen Surfside's trucks in here.

Mr. Greenberg asked aren't they doing the work right across the street? On that reason alone I wouldn't approve it.

Mr. Shiver stated that's why I'm convinced they didn't want this job because they are already here so they could have done this one fairly inexpensive.

TENTH ORDER OF BUSINESS

Approval of Minutes

A. August 21, 2018 Meeting

Mr. Partridge stated on page 14 and 15 of those minutes I was the one making those comments.

On MOTION by Mr. Marvin seconded by Mr. Powell with all in favor the minutes of the August 21, 2018 meeting were approved.

B. October 23, 2018 Special Meeting

There were no comments on the minutes.

On MOTION by Mr. Powell seconded by Mr. Marvin with all in favor the minutes of the October 23, 2018 special meeting were approved.

ELEVENTH ORDER OF BUSINESS

Other Business

Mr. Marvin stated I noticed over in phase two on the lake bank there is a makeshift dock. Has anyone else noticed that?

A resident stated they just threw a couple pallets down there that's all it is.

Mr. Marvin stated that's fine but we're not authorizing use of the lake banks. Also, just past the second entrance I noticed the fence has been removed and I believe there's a pool builder going in and out of there and I wonder if they sought our permission to do that.

Mr. Shiver stated they did not. I've spoken with them since then and they are going to be putting it back.

Mr. Marvin asked do we know when they're going to be putting it back up?

Mr. Shiver responded when they're done with the pool.

Ms. Voytac stated I'm going to add it's been under construction for over two months. They didn't ask for permission to take it down in the first place and now it's the holiday season and the front of the neighborhood looks like garbage. I'd like to propose that the CDD send them a letter saying it has to be put up by X date.

Mr. Marvin asked will you put them on notice?

Mr. Laughlin responded yes.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Laughlin stated Dan is no longer on the phone but I can take any questions to him.

Ms. Voytac stated I have a question for the engineer. When are they going to fix the potholes? They were brought up in numerous meeting. One of them was a failure of the stormwater that the CDD already paid to repair like a year ago and it's a failure in the exact same location. I could stick my whole hand in past my wrist.

Mr. Laughlin stated I will get with Dan.

Mr. Marvin stated in some fairness to Dan on this, the County is battling back about the maintenance bond. It's a little complicated. If our repair is failing then we need to go back to somebody. We paid a lot of money for that repair. Daniel, would you please ask Dan to get on top of this and let's figure out what's going on.

Ms. Voytac stated the one in question in the one on Periwinkle. The ones on Bellflower and Windflower are the two new ones.

Mr. Laughlin stated I will get in contact with him.

C. Manager

There being none, the next items followed.

D. Operations Manager - Report

Mr. Shiver stated we installed at the request of a resident a “blind child at play” sign on Amaryllis.

Mr. Marvin stated I saw that and I think it’s great we did it but that’s something the County is supposed to do it.

A resident stated I reached out to the County directly and they said they are not county maintained roads and refused to do it so Dream Finders was kind enough to step in.

A resident stated we have another child over here on Windflower that is handicapped and cannot here.

Mr. Powell stated the roads haven’t been officially transferred over.

Mr. Marvin stated thank you for putting that sign up.

Mr. Shiver stated Wolf Fencing installed fencing to secure the pool filter area as approved by the Board and recommended by your insurance carrier. They also repaired about 400 feet of fencing off Bellflower that was damaged by Hurricane Irma. Staff installed holiday decorations and lights at the amenity center. There is a marquee sign at the main entrance and what we would like to do is have a marquee sign put up so the District can get out information that might be relevant such as upcoming CDD meetings as well as maybe work with the HOA so at the next meeting I would like the Board to entertain proposals for those.

Mr. Greenberg stated specifically an electronic board that could be controlled remotely. There is power for it and it should be, if not a CDD expense, perhaps one shared with the HOAs.

Ms. Cator asked so you’re looking to get bids and will bring them to the next meeting?

Mr. Shiver responded yes.

Mr. Marvin asked would you make sure that’s permissible?

Mr. Shiver we will check with the County.

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.

B. Approval of Check Register

Mr. Laughlin stated the check run totals \$67,797.86.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the Check Register totaling \$67,797.86 was approved.

C. Assessment Receipt Schedule

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

Mr. Marvin asked where does the marcite money come from?

Mr. Laughlin responded the reserves.

Mr. Marvin asked how much do we have in reserves?

Mr. Laughlin responded we budgeted \$108,000 and we have about \$70,000 right now.

Mr. Marvin asked and that money is earmarked for what?

Mr. Laughlin responded stuff like this. For repairs and re-marcing pools.

Ms. Voytac stated when they did that reserve study we were shy of what we need maintenance-wise.

Mr. Laughlin stated the reserve study is not perfect. It's kind of a projection.

Audience Comments

Mr. Partridge asked at what point is that reserve fund going to be enough where we're not always over paying our maintenance fees. That question was asked in a previous meeting and it never got answered. We've been overpaying every year since this development was built and it's been thrown into this reserve fund. You can now use some of that for this pool, but at what point in time is enough enough? It sounds like we're just going to do this forever

Mr. Marvin stated as an example we've made a couple of storm drain repairs and that was \$50,000. It was terribly expensive and the County takes a very stern line on how they want their repairs made and this CDD has a responsibility to the lakes and all of the drainage and the pipes and everything under the roads so it's a larger issue. We don't know what's going to come in the future but it does pay to have a very sizeable amount of reserves and I don't know how much that is.

Mr. Laughlin stated we have the reserve study done so we can follow a template and that's the whole point of it so we're not just saying let's put this X amount of money away.

Mr. Partridge stated right and if we have that reserve study done we should have an amount that we know we need and that's what I'm asking.

Mr. Laughlin stated I'd have to go back and look at the reserve study. We budgeted for what that study recommended.

Mr. deNagy stated the reserve study was just done this February and the re-marciting of the big pool was slated for fiscal year 2021. There are \$72,000 in the reserve study that we're saving for pavers, handicap lift, pool resurfacing, pool tile and shade structures.

Mr. Marvin stated and then there's maintenance on this building and roofing or whatever else.

Mr. Partridge asked but aren't we budgeting that amount in the budget every year? (Yes) The money I'm talking about isn't budgeted every year. It's extra above and beyond.

Mr. Laughlin stated if they say it's to be repaired in 2021 sometimes it will last until 2022 or 2023 and in that case we keep the funds because it's still going to be spent.

Mr. Partridge stated I'm just asking how much is enough because a fixed fee is what we're all looking for.

Mr. Marvin stated he's asking a very simple question. Do we stop collecting reserves at \$100,000, \$200,000 or \$300,000?

Mr. Shiver responded it's never enough. After we marcite the pool in 2021, we're going to need to start saving again for the next time it happens.

Mr. Marvin stated I think your explanation is exactly right but how much do we expect we're going to have to save before we ask for more.

Mr. Partridge asked and why isn't this budgeted? If we're going to save this amount and we know we have to save X amount of dollars, why isn't that just a budgeted item. Why does it get hidden, which is what I'm calling it, where I have to look at two different reports. I have to look at the budget and audit to find out where that money is and how much that money was.

Mr. Marvin stated I don't think there's an intent to hide it.

Mr. Partridge stated I don't think it is but I brought it up at the last meeting.

Mr. Marvin stated there is the unknown for what we're going to have to spend money on and it's the surprises that we have to spend money on that is in that account. That's what that account is for.

Mr. Partridge stated follow up on that and the reason I say that is because the money we increased we were over and that's why everybody was so upset about us increasing it, because we had the money.

Mr. Walters stated the way I look at the reserve study and the reserve funding is we have a reserve study and it says over the next 20 years you're going to have to repair the roof, pool and replace the playground equipment.

Mr. Partridge stated you put money that is not getting budgeted. Every year we overpay that budget and every year you come in with an estimate three months before and we overpay it by drastic amounts. It is a specific amount that I gave very concrete numbers to you on page 14 of the last minutes where you guys were way overcharging us. I understand you need to do it but the question is when is enough enough?

Mr. Marvin stated his point is well made and it's a pretty clear question and I want to ask staff to get him an answer on that please.

Mr. Partridge stated thank you. The second question on that is it was brought up with the savings account that we were getting a percentage made on that extra money. You all were supposed to go back and see if we could get different rates and come back to us and see what different rates we could get because everyone saw it was an extremely low interest rate.

Mr. Laughlin stated we have an SBA fund and I think 2.6% was recently returned.

Mr. Partridge stated what were getting is 0.5%.

Mr. Laughlin stated that's for the custody account but this District does have an SBA account. I have the forms I can show you.

Mr. deNagy stated keep in mind too that as a governmental entity there are only certain investments that the Districts are allowed to invest in and they are typically very low rate of returns but low risk and high liquidity. We just went through this exercise at another District and looked at different financial institutions and the Board finally decided that the State Board Account was the best choice for their money and they have about \$1.3 million dollars in their capital account.

Mr. Greenberg asked Mr. Shiver to step out of the room at this moment and stated Tony works for the company that maintains our amenity center and pool. Despite the fact that is their responsibility and their only responsibility he has undertaken over a period of time to take on a lot more responsibility than is required. He helps with every aspect of this community running,

be it with the landscapers, electrical problems, JEA I could go on and on. He does so much above and beyond what he is supposed to do and it probably started off originally as an accommodation to Jackson Shaw and then over the years just evolved into this. He has done a terrific job in trying to hold Martex and their personnel to the fire to try to get this place cleaned up and whether or not it's ever determined that their contract will be renewed or will move on to someone else that is yet to be determined. As an appreciation for all the extra work he does above and beyond that he is not required to do, I'd like to recommend to the Board that as an end of year performance gift we give him \$250.

A resident asked why not going forward expand the scope of his position?

Mr. Greenberg responded I don't know the answer but I would expect that would mean going back to the company he works for, advising them, and they will increase their fee. For the moment we have the benefit of his help and expertise without an increased fee. For the moment I would recommend we do it this way and going forward we can look into that.

On MOTION by Mr. Greenberg seconded by Mr. Marvin with all in favor a \$250 bonus for Tony Shiver was approved.

FIFTEENTH 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 a.m.

SIXTEENTH ORDER OF BUSINESS Adjournment

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


Secretary / Assistant Secretary


Chairman / Vice Chairman