

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, August 20, 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 (Glen) Marvin	Chairman
Harvey Greenberg	Vice Chairman
Ellen Cator	Supervisor

Also present were:

Daniel Laughlin	District Manager
Jason Walters	District Counsel
Dan McCranie	District Engineer
Tony Shiver	First Coast CMS

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 of publication was enclosed in the agenda package.

FOURTH ORDER OF BUSINESS

**Discussion with County Representative
Regarding Roadways**

Mr. Marvin stated we've got some people from the County here and as I understand there have been discussions with these individuals about concern over the acceptance of phase one roadways and I believe they're here to tell us the position of the County and then I might look to Jason as our attorney to elaborate further.

Mr. Walters stated we've got Mike Mullin here with the County, who has been involved with the project and with the County for some time. We've asked them to come just to address the Board and provide their information and we will take direction from the board as staff. This

will be an ongoing issue I expect, at least for the near future. I thought it would be helpful to have Mike kind of lay out some of the background on this and where the County stands and we can discuss some options moving forward. It's a very detailed long story obviously and we are not going to spend three hours going through it but I wanted Mike to at least be able to provide that background and address the board as to where we are today.

Mr. Mike Mullins stated I am the County Manager/County Attorney. Your Commissioner, Aaron Bell, is here today and Robert Companion is the interim Director of Engineering and he is here as well. Jason and I talked yesterday and Mr. McCranie is aware of this. This has been an ongoing issue so let me tell you where the County is. Jackson Shaw, who was the developer, put up a letter of credit for the roads and that letter of credit basically said when you reach 75% completion, because originally this was to be done in three phases – Jackson Shaw's letter and our ordinance says that a letter of credit is available until 75% of the homes are constructed in all of the phases and that hasn't happened yet. Early on Jackson Shaw had made the request to the Board going back to around 2012 or 2013 to reduce the letter of credit because they completed a certain percentage of phase one and they were not going to do phases two and three. They acquired phase one I think from the bank when it went under, but phase two and somebody else was doing three. So Jackson Shaw asked the Board of County Commissioners to reduce the letter of credit because they were nearing completion of phase one. The Board agreed to reduce the letter of credit from about \$159,000 to \$124,000 because staff went out and inspected and said they are not 75% completed with all of the phases the work that would have to be done would be \$124,000 worst case scenario. Fast forward to about October 2018 and the engineering department called my office and told my assistant, "We just discovered that the letter of credit is about to expire on October 22, 2018 and we need to send a letter". I was out of town and they called me and said can we send a letter and sign your name to it saying that we are calling the bond on the letter of credit because it is about to expire. They did that, the bank didn't respond initially but then responded saying they had to have the original letter of credit, which nobody could find. The bank said they didn't have the original letter of credit and our policy in the County was when you got a letter of credit it went to the engineering department and the engineering department sent it to the clerk's office to be logged in, however no original letter of credit can be found. Jackson Shaw is not involved anymore in this development. The County's concern is there has been no final inspection called for because

again, our ordinance says you have to be 75% complete on phases one, two and three. Those were the terms of the original letter of credit. You're not there yet. There's work to be done we're told on those roads. We've done an estimate that if a private contractor does it it's about \$189,000. We have several thoughts in mind on how to address this because you don't want to have to pay for that and I understand but nor to the taxpayers in Hilliard, Callahan and Fernandina Beach want to pay for roads since the County stopped accepting roads in 2004. This was already in the pipeline but we don't accept any subdivision roads for maintenance at all. That was set in the last 15 years because it's too expensive. This was again in the pipeline before the recession hit so these roads were grandfathered in subject to compliance of calling for a final inspection and 75% of all three phases completed and that has not occurred yet. There are some remedies right now and I talked to Jason about it. I think Jason, our engineering department and I need to get together to look at this one last time. We need to put Jackson Shaw on notice of their obligation because they were the developer in phase one and we need to go back to the bank again on the letter of credit, which we've already started the process to do that, before we take it to the Board of the County Commissioners to determine what the final result may be. Somewhere that letter of credit got lost. Does that mean automatically the taxpayers are responsible? I don't think so, but I know you don't want to be responsible because you were relying on the County to ensure the developer was going to do what he was required to do, but again remember, we're not accepted by a percent of all three phases yet so in any event, letter of credit or not, we are not required to come in at this stage to do the work on the roads. The developer would be responsible and that's Jackson Shaw, even if that means it's a joint effort and the CDD, the Board of County Commissioners and the homeowners association put them on notice. I think that's something we're willing to talk to Jason about, our engineering department and anybody else before we make a final resolution. We do have time until the 75% so I don't know if Robert could determine when that could be. It could probably be another year.

Mr. McCranie stated phase two is nearly done and three is under construction so you've got to get into the first 100 lots give or take of phase three and get CO's of those for us to get to that 75%.

Mr. Mike Mullin stated we have to follow our ordinance and that's the 75%. We've got the time to do this and we intend to pursue it because we don't want to see you having to pay for it if we can avoid that. We've corrected the County internal problems. I'm not making excuses.

As big as the County is sometimes things drop and the engineer that was in charge of that is long gone. The engineer who has succeeded him has no memory of this. It hasn't happened since I've been back, and I think safeguards are in place now that it won't happen again. We can work with Jason so he can keep your Board apprised with what we're doing and if he disagrees with anything we're doing he can certainly tell you but the Board will be aware of this. Your commissioner came out here today because he's concerned about it and asked me many questions about it as he has of engineering.

Mr. Marvin asked was the bond in question a construction bond, or a maintenance bond?

Mr. Mike Mullin stated maintenance bond.

Mr. Marvin stated sometimes if you've reached the point where you're providing a maintenance bond then public works has already looked at the infrastructure and said okay so I don't understand that there are a list of items that seem to need correction. I don't know if they occurred after the inspection or how that worked.

Mr. Mike Mullin stated when we got notification some of the property owners had called the County and said there is some work that needs to be done on these roads in phase one. When we started looking into we sent our CEI out, Mr. Gilroy, to do an evaluation of the work that needed to be done. Some work has been done, I think, by the CDD.

Mr. Marvin stated the CDD has spent tens of thousands of dollars.

Mr. Mike Mullin stated this is additional work that Pat Gilroy recently came out to do an inspection just so we could now determine what we think the cost could be but again, we're not at 75%.

Mr. Marvin asked so is his inspection done to put it in brand new condition or does it acknowledge that it has been in use and all of the heavy construction has been on it already?

Mr. Robert Companion stated once the construction is completed you have your construction file and then you enter into the maintenance bond period, which is either 26 months, or until 75% build out and the end result at the end of that maintenance period is that the roadways will be free of defect or any issues when the County takes over so in that maintenance period the developer is required to make repairs as needed until that maintenance period is over with.

Mr. Walters stated I think part of it is the timing we have here. Generally in a development of this size you get to 75% in a few years and obviously the real estate recession

put a pause on everything. As I've told Mr. Mullin and Mr. Bell, this community is somewhat of a success story out of that. There was a halt put on everything, the developer came in and took down the maintenance bond, we were able to rectify the situation on subsequent phases to get that going and the project is going to be completed here within the next couple of years. Mr. Mullin and I maybe disagree on what different things mean in terms of what actions happened and what that means for the different parties but I work on a lot of projects in a lot of cities and counties and I've never seen this happen and Mr. Mullin said the same thing. We rely on the County who is holding that security. That's our remedy when we have to make repairs, that's how we do that, through the maintenance bond and that's the entire purpose of it. I've stated before in meetings and I still take the position today that this is a County issue. The County is in charge of that and that's their duty to us and we have our duties. We talked about some of the repairs; that was because there were interchanges with the stormwater maintenance side of the roadways. You can imagine you've got the roads, gutters, inlets, ponds so there's a little of crossover so the repair work we were doing was related to the stormwater maintenance facilities and pipes and things like that and that is our responsibility. We've stepped up to the plate and taken our responsibility. It's a very unfortunate situation and I agree; we probably need to explore every single avenue here because I do not think it is equitable for the residents of this community to bear that cost. I think they've paid a lot of taxes and probably some transportation impact fees. There has been a lot of money generated from this community, which should be used for these repairs and candidly that maintenance bond was our remedy.

Mr. Mike Mullin stated I don't disagree with the general characterization that Jason made. Keep in mind what's at stake here is taxpayer money, which rises to a different level so if somebody in the County makes a mistake and loses the original letter of credit, and again, we're not there yet because we're not at 75% so we have time, but you can take action. You can fire that person for doing that. Is the remedy then you take taxpayer money to make up for his error? I'm not to that point yet where I think that's the absolute remedy because we're dealing with taxpayer's money. If it were private money that we were dealing with I would not disagree. You look to the County and I realize that. If someone comes from the County to inspect your home and signs off and gives you a CO and the walls crack and fall in, the County is not liable for that under the law in the state of Florida. You can't rely on the County's inspection to say my house meets the code therefore, the following won't happen.

A resident stated that's why we carry insurance though. Isn't that what our bonds are supposed to be?

Mr. Mike Mullin stated you put up a letter of credit or maintenance bond after the time period when you're responsible for doing the work, then when we accept those there is a maintenance bond that takes place for 26 months and after 26 months then it's back up to the County to accept the roads but we're not there yet and we haven't given up on that because Commissioner Bell is not going to let us give up on that. I think working together we have a chance at addressing this, but again we're a year away from the 75%.

Mr. Greenberg stated you indicated that in your belief there is still recourse against Jackson Shaw despite the fact that the bond was never called, and they've walked away from it. In what manner do you think that recourse is, and is that the recourse that the County has other than litigation?

Mr. Mike Mullin stated Jackson Shaw is still responsible for the roads in phase one. You haven't reached 75% so their obligation still exists for those roads in phase one. They always argue that they shouldn't be responsible for phases two and three but that's what the ordinance says so we're bound by the ordinance so if you're going to litigate the matter then the litigation would involve their responsibility because the ordinance clearly says when they entered into the agreement with the County to pull the permits to do the work they are still responsible.

Mr. Greenberg stated if the County was unable to enforce the terms of that bond, and was unable to get them to make the necessary repairs while you still held the leverage of that bond then by what means do you expect that now you can get them to comply?

Mr. Mike Mullin stated I think legally we have a chance of getting them to comply. Remember, they were still not at 75% so the only reason we were looking at the concern when the engineer panicked and said the bond is going to expire October 22nd, when I returned and said we're not at 75% so from a legal standpoint we couldn't call the letter of credit. You misread the letter of credit because that's what the terms of our ordinance say so I still think they're responsible for the work done in phase one. Whether that goes to litigation and the taxpayers pay for that litigation cost would be a determination made by the Board of County Commissioners.

Mr. Greenberg stated I understand that, but the fact still remains that they didn't undertake the repairs at the time when they were still active within the community.

Mr. Marvin stated because they didn't have to until 75% and I can tell you why they didn't. The estimates far exceeded the amount of the letter of credit.

Mr. Greenberg stated it certainly is unlikely that they're going to be less now.

Mr. Marvin stated historically I think this was a Greg Matovina project so he developed the lots and then he sold the lots to the bondholders so when Jackson Shaw stepped in it was all built and in order to plat it so they could sell lots they stepped up and posted the maintenance bond so the term that they were actually the developer is a little misleading. It was really the original developer and then maybe the CDD inherited it. I don't know how that works but they just posted the bond so they could get the plat done so they could sell lots.

Mr. Mike Mullin stated they did. Actually, the letter of credit was probably premature when they did that.

Mr. Marvin stated I'm sure they thought it was just to the first phase. That's what they're used to seeing wherever they go. Is it a possibility that County staff could come up with a resolution to this matter, present it to the Board and get some acceptance or something so that these roads can get turned over to the County?

Mr. Mike Mullin stated we have to look at two things. We have to follow our ordinance, which is 75% so when Jackson Shaw asked that the Board wave that the response was there was no provision for a waiver before the 75%. The only thing they agreed to do was reduce it because they took the JEA work out, so they reduced it to \$124,000.

Mr. Marvin stated because the nation came out of the biggest recession we've seen in so many years, people were struggling to get around and figure out how to get things done and make things work again and I almost feel like Jackson Shaw stepped up the loan and posted the bond so they could get the plat recorded so bondholders could get a little money back and the County could get taxes, but on the contrary they were treated as if they couldn't get anything done.

Mr. Mike Mullin stated they knew going into it that it was 75%.

Mr. Marvin stated I don't think they realized that.

Mr. Mike Mullin stated I think they did because we had those early conversations in 2015. Remember that the Board is dealing with is taxpayer's money and you are taxpayers as well, but the reason we have to be very careful with taxpayer's money is we have to have a reason legally to make that expenditure. It's not just the Board of County Commissioners saying

I think we should pay that. There has to be a legal basis, otherwise they're personally responsible if someone were to challenge that, and people can, so we're trying to make sure we're doing it the right way. We're not saying we're not going to pursue it or look at it, because again, Commissioner Bell has indicated that he wants every effort made to try to make that accomplishment so that when we do take it to the Board there is a legal basis that doesn't get challenged saying it's an illegal expenditure that makes them personally liable.

Mr. McCranie stated I want to clarify so it's really clear that all of this is about phase one, because the County has a bond over phase two and when phase three gets platted, the County will have a bond, so this issue won't be a problem with phases two and three. It's specific to phase one and the roadways.

Mr. Mike Mullin stated the reason phase one had the 75% is because you've got all this equipment coming in to get to phases two and three so there's no waiver of that provision but we can lower the amount because your trucks could conceivably do more damage in phase one, but Dan is right, on phases two and three we do have a bond.

Ms. Cator stated so for the moment, the here and now, because you have a year supposedly to get this straight, if something happens to the roads in phase one who is going to take care of it?

Mr. Mike Mullin stated by our own ordinance the County can't come in and do that without some further finding that would justify that legally because our ordinance says 75% of the entire community and there's a reason for that. The Board would have to make a finding and as I stand here today I couldn't give you a basic reason why that finding would be made to avoid the terms of our own ordinance that says this is what you're bound by so I can't answer for you if there were some issues done. There has been some patching work by the CDD and JEA has come back in and done some patching work based on work they did and I don't think we've made any determination that any of the roads are in danger of collapsing so that's the best answer I can give you.

Mr. Marvin stated to your point of not being able to come out and make any repairs, County trucks drive on the roads, garbage trucks drive on the roads, JEA, everybody's trucks drive on the roads. Aren't they serving the public? Is it not within the realm of the County to make some minor repairs?

Mr. Mike Mullin stated we don't make minor repairs until we've taken over the roads. Our ordinance is clear.

Mr. Marvin stated it seems like when the plat was done and the initial inspection was done it would have then been turned over.

Mr. Mike Mullin stated the process is you have to call when you're finished for the final inspection. We inspect it and take it to the Board and they formally accept the roads. If you don't follow those steps it doesn't happen. If anybody wants to come you can come as a group and meet with us. Unfortunately, I have to go meet with another commissioner at another meeting that he needs an answer for, but you're welcome to call my office and we will do that. If it's easier to come out here and meet with you as residents we will do that as well, so this is not the last day you get to ask me or Robert questions. We are willing to come out here and do that. I realize it's sometimes frustrating to understand this, but we can do that anytime.

Mr. Mullin left the meeting at this time.

Mr. Walters stated I have had conversations with Mr. Mullin obviously as he's indicated, and I do think we ought to support their pursuit of Jackson Shaw to the extent they are willing to do that and to pursue any other kind of county-based remedies we can. Obviously, we've got two separate entities here; we've got the County, and I encourage everyone to speak to their County commissioner, to go to County commission meetings and speak with staff. I've already talked to him about setting up that meeting so we can lay the framework for some of those remedies he had spoken about.

Mr. Marvin asked Mr. Aaron Bell, do you have any comments?

Mr. Aaron Bell stated I am your County Commissioner; you are in District Two. Charles had reached out to me a month or two ago about this issue and yes, it is a mess. Certainly, I can't explain why we don't have a maintenance bond. I've been in office since November, but at the end of the day we've got people that need the roads to get fixed so that's why I keep trying to keep the discussion going that we still have to solve the problem regardless of this. Mr. Mullin thinks we've got about a year before this really comes to a head and he and I have had discussions. It seems like the best way to try and move forward is for the CDD, HOA and Board of County Commissioners to work together for that year on Jackson Shaw and the bank. We may fail with that, but if we work together for a year on that and it doesn't work out then we can go and press the nuclear button and then get mad at each other but I think if for right now we can

work together we have a better shot at getting a resolution we can live with. I'm happy to answer any questions. I apologize, I don't have any specific knowledge and I'm not an engineer. You can email me, and I'll be happy to set up a meeting and we can take as much time like Mr. Mullin said, but if it takes two or three hours and we go through everything, we can walk everybody through all of the documents. I heard the word ordinance probably 75 times so the ordinance could be available to read, and we can go through it together.

Mr. Terry Cator stated I'm a resident and I don't speak for anybody but myself, but I'm just curious, is it even possible that some sort of compromise can be reached between the County and CDD. I'm sure the CDD doesn't want that, but is it even possible?

Mr. Aaron Bell stated one of the things Mr. Mullin and I talked through was that we have a bid of \$189,000 but that's if we pay a private contractor so I said, "What if we did it with County staff? We fix roads all day long. We know how to do it and we have the equipment and materials." He said, "Yes, absolutely", and that's what Mr. Companion was going to be working on in these coming weeks and months to figure out exactly what we would need to do to fix it. My guess is that would be significantly less expensive to fix it.

Mr. Fred Eichman, 95134 Gladiolus, stated separate from the ordinance and all of the discussion, the bank is insisting on the original document that seems to be the essence of the problem, isn't it?

Mr. Aaron Bell stated unfortunately, letters of credit are sometimes made as hard to collect on as possible so they will have terms like we need the original, you need to sign it in blood, etc. so this sounds like it's one of those documents but my question for Mr. Mullin before we walked in was regardless of an original document there is \$124,000 sitting in the bank somewhere. Where does the money go? The bank shouldn't get it because it's not their property and if it's going to go back to the developer it should be spent on the roads so I think that is maybe an argument that we have but I'm not an attorney or know how they are set up.

Ms. Marie Blades, 85437 Amaryllis Court, stated working for a bank, the bank is required to pull that original letter on their own for a letter of credit, yes?

Mr. Aaron Bell stated I don't know.

Ms. Marie Blades stated everybody knows that the County has the original paperwork and the bank has to have the original paperwork. The bank should also be held responsible for that same document.

A resident stated unless they purge their documents. Banks do that too.

Mr. Marvin asked Jason, isn't the issue that it expired, regardless of whether the original one is around?

Mr. Walters stated this is a County issue and that's why I keep some of my frustration here, but even if it were expired, and Mike did state that they wrote to the bank and called the bond so the question of documentation may be different, but the call was made. I haven't seen that, but if they wrote the letter and made a call on that bond, then it didn't expire before the call and that will be the question that the County will have to figure out.

Mr. Marvin stated the County will have to take that up with the bank. Although, they couldn't make the call on it for another year anyway, right?

Mr. McCranie stated you're supposed to call it before the 75% because after the 75% then you can give it to the County.

Mr. Walters stated if you had a failure you would call it so you can call it before.

Mr. Marvin stated if you had a failure before the developer would still be responsible for it.

Mr. McCranie stated unless he doesn't do it and then the County calls it to do it. That's how it's supposed to work.

Mr. Fred Eichman stated that money would be to put the roads in a condition that the County would accept at the 75%.

Ms. Natalie Voytac, 95142 Periwinkle Place, stated in terms of moving forward with this there is \$124,000 in the bank and the estimate for repairs is \$189,000. That math is not promising so there's still a big gap there even if the County does the work. Whatever that balance is who will end up paying that difference?

Mr. Aaron Bell stated I think Mr. Mullin sort of addressed that. The developer is still responsible until 75%.

Ms. Natalie Voytac stated so regardless we have to fight Jackson Shaw for the difference in funds, otherwise it will fall back to the homeowners or the County. Who does that fall back on?

Mr. Aaron Bell stated I don't know.

Ms. Natalie Voytac stated my concern seeing as this is just a bond issue on phase one are only the 133 homes in phase one going to be asked to step up to the plate for the bill? To build phases two and three they drove through on these roads, but I don't want that bill.

Mr. Marvin stated your concern is very valid, but I don't think we're there yet.

Mr. Patrick Rago, 95226 Windflower, asked what do you think would be the worst-case scenario? It seems like the worst-case scenario would be if it fell back on the homeowners and there would be an assessment. So, would the worst-case scenario be it would fall to the 133 homeowners? I'm just trying to figure it out so people can plan ahead and maybe put some money aside.

Mr. Walters stated I won't go all the way down the road, but I will say if a nightmare scenario happens where the district had to write a check for X amount it would be to every lot within the District. That is a general fund of the district question and that would be a general fund expenditure.

Ms. Natalie Voytac asked so worst-case scenario at the \$189,000 and we don't get that \$124,000 that would get divided out over all 498 homes?

Mr. Walters stated that's correct.

Ms. Natalie Voytac stated so \$379.52.

Mr. Dennis Partridge, 95134 Snapdragon Drive, stated you know this now. Are you telling all of the people that are buying a lot over there coming up that they could be held responsible for more money? You can't hold them responsible for more money if you knew it prior and you didn't tell them before they bought the house.

Mr. Marvin stated I'm sure they're not being told that.

Mr. Walters stated there are more intricacies to that discussion. We could sit here for six hours. I can tell you if Dream Finders, who is selling those lots, wants to make whatever disclosures they want, they can. That's up to them and that's not a CDD issue. For the CDD, as you all probably or half of you are probably here for this issue, whenever we do those type of assessments, we have to send out notices and we have to hold hearings. There are always procedures in place so nothing comes out of the blue sky, but I don't want to debate all of those nuances that could happen in two years today, but I can tell you in terms of the CDD when we do expenditures we are a public entity and we notice everything and we provide that information to residents.

Mr. Charles Gay, 95185 Windflower, to Mr. Bell stated I want to thank you and Mr. Mullin for showing up to explain this again. Mr. Mullin has explained all of this before, but not as good as he did this last time.

Mr. Aaron Bell stated I can't speak to the past, but I will tell you what my process is for meeting with the County. I meet with the County Manager every week and I have a list of things I meet with him every week about, and if something gets done it gets a little checkmark and then we don't talk about it anymore. This is not one of those things, so he's going to keep hearing about it from me every week until something happens, and that's the best assurance I can give you. The squeaky wheel gets the grease.

FIFTH ORDER OF BUSINESS**Approval of the Minutes of the May 21, 2019 Meeting**

There were no comments on the minutes.

On MOTION by Mr. Marvin seconded by Ms. Cator with all in favor the minutes of the May 21, 2019 meeting were approved.

SIXTH ORDER OF BUSINESS**Acceptance of the Fiscal Year 2018 Audit Report**

Mr. Laughlin stated on page two under opinion it says, "In our opinion the financial statements referred to above present fairly in all material respects the respective financial position of the governmental activities in each major fund of Amelia Concourse Community Development District as of September 30, 2018 and the respective changes in financial position and the budgetary comparison for the general and special revenue funds for the year then ended in conformity with accounting principles generally accepted in the United States of America." On page 31, the very last paragraph says, "During our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses." So, it was a clean audit. Lastly, on page 36 in the last paragraph it says, "In our opinion Amelia Concourse Community Development District complied in all material respects with the aforementioned requirements during the year ended September 30, 2018."

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor the Fiscal Year 2018 audit report was accepted.

SEVENTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2020 Budget

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

Mr. Laughlin stated we currently have an increase of \$47 a year per unit. There are increases to electric due to new phases coming online and a big part of it is capital outlay that's being added to do some improvements around the amenity center such as purchasing new furniture and pool furniture.

Mr. Shiver stated we are proposing to add some additional furniture at the amenity center and replace some of the existing furniture.

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

A. Consideration of Resolution 2019-14, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor Resolution 2019-14, relating to annual appropriations and adopting the budget for Fiscal Year 2020 was approved.

B. Consideration of Resolution 2019-15, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2020

Mr. Laughlin stated this resolution just allows us to put the assessments on the tax roll.

Mr. Marvin asked how much is that?

Mr. Walters stated it's not to exceed the budget attached to the previous resolution.

Mr. Laughlin stated for the O&M we have \$374,922.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor Resolution 2019-15, imposing special assessments and certifying an assessment roll was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2019-16, Designating a Date, Time and Place for a Public Hearing for the Purpose of Adopting Amenity Facility Rental Rates

Mr. Laughlin stated we discussed this last month. We don't have a great policy currently and it's outdated as far as the rental rates that we charge for the amenity center. In order to change any rates there has to be a public hearing held so we need to determine a date for that.

Mr. Greenberg asked let's state what the current policy is.

Mr. Laughlin stated \$50, which is pretty low.

Mr. Marvin asked what is it being increased to?

Mr. Walters stated as Daniel stated, we have to have a hearing, which will be the time the Board formally adopts those rates, but we have to provide notice of that hearing and notice of the proposed rates, so exhibit A of the resolution is a range, that way it gives some flexibility and the Board can take public input at that hearing and make adjustments accordingly. We've broken it out into two categories, which are resident rate and non-resident rate. We've had some groups that want to use the facility that were not residents and we felt they should pay more. The Board will have the ability to set timeframes and limits and all those things, but we've proposed ranges for the hours for resident rates between \$15 and \$75 per hour and then we can set blocks for that. For a non-resident the rate is between \$20 and \$150 per hour. Neither one of those are set in stone other than to say, the Board will choose those rates within those ranges, or we can adjust those ranges today.

Mr. Greenberg asked at the public hearing will there also be guidance from the homeowners as it relates to how you treat different classes of people? We know that we have currently only one rate but we're looking to have a rate for homeowners and others. How are people such as rental tenants considered?

Mr. Walters stated rental tenants are residents. Residency is not dictated by ownership, it's by where you live. This is a pretty standard construct to have a non-resident rate as well, because obviously the residents are paying assessments to support the facility.

Mr. Greenberg asked do we have a date?

Mr. Laughlin stated our next meeting, which we will discuss once we get to my report, would be November 19th at 11:00 a.m. so I figure we could coincide it with our next meeting.

On MOTION by Mr. Greenberg seconded by Mr. Marvin with all in favor Resolution 2019-16, setting a public hearing for November 19, 2019 at 11:00 a.m. for the purpose of adopting amenity facility rates was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2019-17,
Approving a Spending Threshold**

Mr. Laughlin stated this came up at the last meeting when Tony was working on getting the sign put up out front and he was about \$50 of the not to exceed amount so we're looking at this resolution to set a certain amount where he can purchase things without prior approval in case he runs into a situation like that so we don't have to wait until the next meeting.

Mr. Marvin stated lots of times when we have situations where Tony needs a little more money we give him leeway within a motion at the Board meetings. This is going to eliminate that?

Mr. Shiver stated this specific situation I was given permission not to exceed \$1,000 and it was going to cost \$1,150 so I could not proceed until the next meeting.

Mr. Greenberg stated so it was delayed for another three months.

Ms. Cator stated this would avoid that happening in that particular circumstance.

Mr. Marvin asked you're not going to go crazy, are you?

Mr. Shiver stated no sir. I have several other districts that have this and they've done a percentage, so if there's a circumstance where it does exceed beyond my control, I can run it by Daniel to make sure it's going to be okay.

Mr. Greenberg stated but at 10% you still wouldn't have had the authorization so we still would have had to go through the exercise.

Mr. Marvin asked where did this come from?

Mr. Walters stated this came from my office. This is a pretty standard thing, especially as districts mature a little bit and you have more ongoing general maintenance. I had meetings yesterday at Oakleaf, which has 15,000 residents, and their check register every month is gigantic because they're maintaining four amenity centers and miles and miles of landscaping.

Mr. Marvin asked what does this say about dollars?

Mr. Walters stated sections two, A and B, are two categories. One is for the more routine expenditures and again, that's just a proposal. The Board can set that number at whatever they like. For emergency repairs if a pond bank imploded or something like that where it's an emergency and it has to be done then there is a \$10,000 limit. Again, that's up to the discretion of the Board.

Mr. Marvin asked do you have other boards that have these limits? \$10,000 seems like a lot.

Mr. Walters stated it is and that's only for emergencies. That's not for replacing the umbrellas at the pools.

Mr. Greenberg stated but in case of emergency, management does that the authority to act as long as they notify the board, so I'm not sure we really need to go there. I was thinking something far more modest to give Tony and Daniel the ability to operate without wasting time, but I would not be in favor of such a large amount.

Mr. Walters stated it's completely up the Board's discretion on an amount or no amount and we can continue operating the way we have.

Mr. Marvin asked what do you normally do when you have an emergency like a pool pump go out or something?

Mr. Shiver stated I get a price and send it to Daniel because that is a maintenance item.

Mr. Marvin asked is this different than a maintenance item?

Mr. Shiver stated yes because that was a special request project.

Mr. Greenberg stated right that was new, not maintenance. Just to float out there, would the board feel comfortable with \$500 for A?

Mr. Marvin stated sure.

Mr. Greenberg stated I would not propose greater than that.

Mr. Marvin asked what do you want to do for B? \$1,000?

Mr. Greenberg stated I honestly don't know whether there needs to be a B, because a quick email to the Board about the emergency and we can all respond yes or no to whatever the expenditure is.

Mr. Walters stated we cannot. We could call a special meeting but that would be an action taken outside of a meeting so that would be a sunshine issue. We could designate a supervisor but again, that's granting a lot of authority to just one person again. We can call a special meeting in about 10-14 days.

Mr. Marvin stated I'm still a little confused by this not being maintenance. Typically, most of his stuff is maintenance and it's within the budget and he spends the money and then the Board might have to ratify or something. What is this?

Mr. Walters stated we've categorized it operation and maintenance but you're right, when we pay the pool-cleaning contractor that is in our budget pursuant to a contract.

Mr. Marvin asked what about a motor repair or pump repair?

Mr. Walters stated that's the question. Is it a \$2,000 pump repair and does he have the authority outside of a Board meeting to expend that.

Mr. Marvin stated I'd like him to have that because pools are very expensive during the year and things always going wrong.

Mr. Walters stated I think a pool pump going down, because it's a Department of Health issue, it probably falls into category B, so maybe that's Harvey's point is we have a smaller number up top but whatever the number is for B.

Ms. Cator asked Tony, could you repeat for us when you were talking earlier about something happened and you just contacted Daniel.

Mr. Shiver stated for instance let's say we lose the main swimming pool pump. We have several pools but similar to the larger pump on the swimming pool there are some districts where if that fails, we're down for months because they did not have the process in place. Here what we do I, I've worked with Daniel's predecessor and now Daniel, if I lose that pump I can go get a price from a specialized vendor and float it to Daniel and compare that to other pump prices that I've paid for that size so that we know that it is a fair price, and then we will go ahead and move forward so the pool won't be down for weeks and months. When it comes to maintaining the facility, as long as it's something that exists in the budget, I go ahead and get it repaired, I don't wait. Where this comes into play is if the board asked me to do something or I request it and I ask for a not to exceed budget, but it exceeds that amount. That's where we ran into the problem the last time because I asked for a not to exceed amount of \$1,000.

Ms. Cator stated so you're really referencing category A because you had \$1,000 and if we approve \$500 for conversations sake you could have spent \$1,500 without coming back to the Board.

Mr. Shiver stated where B would come in to place was if for instance we had a major catastrophe where the main sewer line collapses and we have to get a specialized utility contractor to come out and we find out it's going to be \$12,000 there's no way I would ever move forward with that without taking it to the Board. In other situations, sometimes the Chairman will weigh the options and say we don't have a choice we have to get it repaired and

then it would get ratified at the following meeting so in this situation B may not come in to play as far as I'm concerned.

Mr. Greenberg stated under that scenario \$10,000 would be insufficient anyway.

Mr. Marvin asked can we just reduce A to \$500 and eliminate B and move forward with this?

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor Resolution 2019-17, approving a spending threshold of \$500 was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Walters stated the timing will be good in terms of the rate hearing we're going to hold. During the legislative session we monitor all of the statutory changes that occur that affect districts and the district has a very comprehensive rules of procedure, which are our operating documents. It governs things like Board meetings, procurement, how we select auditors, how we select vendors, all those things. I'll say 85% of that is based on statute and 15% is kind of best practices learned over 30 years so every three or four years we like to come back and revise those based upon all of the statutory changes because they are referenced in those documents so we are rolling that out now and we will hold that with the same hearing, which is good because we can do it all in one notice so we will have that at the next meeting as well. We will circulate a redlined version and a memorandum explaining any changes so when you see that if you have any questions feel free to reach out to me. It's nothing controversial, it's just one of those things where as statutes change, and you have governing documents, you want to update those every few years and that's the exercise we are doing now. If you have any questions, feel free to reach out to me.

Mr. Marvin stated with regard to that, in the past there has been a lot of discussion on those sheets about retainage being held from contractors. What is the policy on that?

Mr. McCranie stated for the construction project, 10%.

Mr. Marvin asked isn't it saying that you don't hold it anymore or something?

Mr. Walters stated no, there has been changes under prompt payment on certain things in terms of how you deal with that, but we still hold retainage.

B. Engineer – Ratification of Requisition Nos. 4-6

Mr. McCranie stated I am requesting to ratify requisition numbers four through six. Numbers four and five are to AJ Johns. This is for construction of phase three. Four is for the A Bonds and five is for the B-2 Bonds. The difference between those is the A Bonds is public infrastructure and the B-2 Bonds are any work done on private. For tax purposes one is taxable, and one is tax-exempt so that's how those bonds work for phase three. Number six is to Hopping, Green & Sams for \$690 for legal fees specific to that project. They've already been signed and paid under your normal policy.

Mr. Marvin asked do we have any change orders?

Mr. McCranie stated we have no change orders.

Mr. Greenberg asked so we've paid everything?

Mr. McCranie stated yes.

Mr. Greenberg asked then why go through this scenario?

Mr. McCranie stated we have to ratify it.

Mr. Walters stated by statute we're required to pay on those contracts within certain time periods it's the prompt payment act.

Mr. Marvin stated he understands that but he's asking why we have to ratify them.

Mr. Walters stated we ratify them because we bring everything back to the Board.

Mr. Greenberg asked so it's basically rubber-stamped?

Mr. Walters stated yes. These are contractors we've all approved.

Mr. Marvin motioned to ratify the requisitions and Mr. Greenberg opposed the motion

Mr. Greenberg stated we have had an ongoing issue with AJ Johns since they started work. They have created potentially unsafe conditions that have been brought to their attention multiple times by residents, by Dan, by management and maybe by counsel. They have failed to care one way or the other and they have done nothing to correct it. To this day you have vehicles that are not supposed to be using this road to begin with speeding through at all hours of the day. You have children, baby carriages, joggers, and people just out for a walk jumping onto the sidewalk for fear of their lives with the way they come through. We've had instances where we've had porta-potties blown over in storms and upon request they eventually come along and

merely upright them, but they don't clean up what just leaked all over. Quite frankly, I do not approve authorizing any of that and I think if there's a mechanism whereby this can have approval by the Board prior to that payment being made it should be done so, because no one is listening to the people in this community.

Mr. Marvin stated in order to do that we would have to have a meeting every month.

Mr. Walters stated yes, we would have to meet monthly and maybe that's the solution, but I want to separate a couple of the issues and we can relay these to Dan. If they're not cleaning up after themselves or doing those type of things, we need to know that and put them on notice so we can get it corrected. Whether we pay for the millions of dollars going into the ground is a separate question. That's the contract we've entered into, they're performing that work and we're simply paying for the work that's being done. If we need to correct certain things they are doing or if the Nassau County Sheriff needs to come out here and enforce traffic laws because speeding is their purview we should do that, but I would not advise you to withhold payment of six figures worth of contract payments based on those type of things. We would be sued tomorrow.

Mr. Greenberg stated but apparently it didn't matter because they've already been paid.

Mr. Walters stated again, we have prompt payment requirements, so we have to make those payments within a certain amount of time. We're bound by statute to make those payments. If there's a question as to whether the work was done, our engineer signs those requisitions to say I've looked at the work, it's done in accordance with the contract and it's done to my satisfaction. The bond documents require that we have those requisitions because they have to be drawn from the trust account held by the trustee. When we issued those bonds all of the money goes into the account with the trustee and they have to write that check to the contractor so the process is they submit a pay application, our engineer reviews the work, sends the requisition to the trustee, not the district, who then sends the payment but we are the issuer of that debt and holder of that debt so we have payment obligations under those contracts.

Mr. Greenberg stated the last two meetings there have been numerous people at this meeting that have indicated about potentially unsafe conditions and the fact that AJ Johns was being unresponsive. Are we waiting until somebody gets killed?

Mr. Walters stated if we need to put the contractor on notice, Dan, I don't know what their response has been to you.

Mr. McCranie stated I've gone out there and I don't see the unsafe conditions, so everything looks good and clean.

Mr. Greenberg asked in case I'm exaggerating, has anybody in here viewed anything that has been unsafe?

A resident stated speeding on the roads is consistent.

Ms. Elizabeth Hare, 85443 Amaryllis, stated I live on the main strip. I was literally just talking to the County Commissioner, and I'm not sure if it's appropriate to bring it up in this moment about trying to get a police officer or the Sheriff's Department to patrol this area regarding the unsafe conditions, because I myself have been pushed off the road essentially by construction workers flying through, even some of our own community members, but that's a different story. I brought speed bumps up at one of the meetings because we have children with disabilities, and we have a blind child in the neighborhood that walks constantly with her family and we have dogs and children. My child is three years old. She doesn't know traffic laws. I asked him about putting the speed bumps up and I asked him about the Sheriff's Department coming in and patrolling the area and he said both of those were left up to the CDD because these are not County roads so when I called the Sheriff's Department to patrol the area for the numerous times that I've seen the unsafe conditions like flying through stop signs and passing busses that have their stop sign out, they come and say we aren't actually able to do anything about this.

Ms. Natalie Voytac stated the Sheriff told her that they could not enforce traffic on these roads because they're not County roads.

Mr. McCranie stated that's wrong, because the County actually owns the roads.

Ms. Elizabeth Hare stated the County Commissioner just told me it was up to you guys to ask the Sheriff's Department to patrol the area and enforce the law because these are private roads.

Mr. McCranie stated they are not private roads. All I know is when I go onsite, because this is my job to go onsite to see the construction that they are bound to do by their contract and that construction is being done according to the contract and that's why we're here to ratify payment of that.

Ms. Elizabeth Hare stated that's why I was wondering if I should wait until the next part and then we will come back to it.

Mr. Laughlin stated yes, we will try to hold it until the comments section at the end.

Mr. Walters stated I share the concerns; I'm just saying if someone is speeding through the community, we need to make sure they are put on notice and they need to obey the traffic laws that are governed by the County here. I can promise you that we don't have authority to govern traffic by statute or constitution of this State. It's only the County. Even on private roads that's the case and these are County roads. They own the real estate under these roads. I can promise you that as well. If we need to rectify those type of things we can deal with that with the contractor but that is not a you're asking us to pay \$100,000 for 100-feet of road and it's not constructed, that is your individual employees are causing problems and we need that rectified so those are two separate issues and I just want to make that clear.

Mr. Greenberg stated the contract definitely has certain conditions that creating unsafe and unsanitary conditions are in breach of that contract. When you're in breach you don't generally expect to get paid.

Mr. Walters stated I'll separate the two one last time. Construction is never perfect. A porta potty is going to blow over in the storm; it's going to happen. We need to hold them to it and say you have to clean that up.

Mr. Greenberg asked and how would you propose we do that when everybody at every one of these meetings again and again keeps complaining that they have approached the contractor individually and collectively with no results?

Mr. Marvin asked Mr. McCranie, could you work with him and come up with some letter that he could send the contractor that says we've received a lot of complaints? Mr. Walters, maybe you could send the contractor a letter that says we've received a lot of complaints and we must impose an access restriction or a speed limit restriction because our residents are getting very upset and put him on notice. Could we do that?

Mr. Walters stated we could do that, and we can throw in to put a stop on the contract, just understand the implications of something like that.

Mr. Marvin stated I'm not doing that.

Mr. Walters stated that's a pretty drastic measure, but we can certainly hound them, and I would be happy to coordinate with the County to remind them that they are in charge of traffic regulations.

Mr. Marvin asked Mr. McCranie, could you work with him on this and get that notice sent to the contractor as soon as possible?

Mr. Greenberg asked is there any value to sitting down with AJ Johns and having homeowners sit down with them to express themselves so maybe they'll understand what is going on?

A resident stated I don't think the homeowners should. It's whoever is in charge.

Mr. Greenberg stated I'm not saying the homeowners alone.

Mr. Walters stated I would be fine with that if Dan can coordinate the meeting with you individually and their supervisor here, or with Glen, or myself.

Mr. Greenberg stated I don't have the authority to act on behalf of the Board.

Mr. Marvin stated you can express your own opinion.

Mr. Walters stated I'm just saying to have these discussions. Everyone has that ability. I'm just saying we have to manage that contract and to the extent there are issues, these just feel a little peripheral and I understand the concern, trust me I'm not saying that, but if someone said your employee is speeding on the way to the office or coming through my neighborhood, these pay applications are a little different than that type of enforcement and we certainly can put them on notice and we will.

Mr. Greenberg asked is there any value in meeting with them, and if so let three homeowners sit down and meet with them with Dan and yourself or however you think is best.

Mr. McCranie asked and what are you going to tell them? I don't think you're going to tell them any more than we're going to write in a letter saying there's been concerns about speeding and porta potties.

Mr. Marvin stated and going through the neighborhood.

Mr. McCranie stated that's all we can do is tell them to stop. They can hear it ten times or one time.

Mr. Walters stated there may be homebuilding vendors that that's going through. That may not be an AJ Johns truck.

Mr. Greenberg stated when it says AJ Johns on the side of the truck that's an AJ Johns truck.

Mr. Walters stated I'm just saying there are other vendors in that community, so we have to manage that, and we need the County to help. I can't write a traffic ticket. We don't have that authority.

Ms. Cator stated face-to-face generally is a little more productive. I would only say I'm not sure really how productive that would be, because it was two years ago now Natalie actually helped me with this because when the homes directly across from our home were being constructed by AJ Johns my husband and I came home one day and part of our ceiling had come down and a shower curtain rod in the bathroom had fallen off and as always, if I wasn't very careful opening my cabinets all of my dishes would be on the floor. I sent an email saying this is what happened. It's not like it was something excessive and that's why I did not continue with it but I got an email from the gentleman saying can you tell me what's going on, I emailed back, and as I said that was about two years ago.

Mr. Marvin stated if you want to have a meeting with AJ Johns, I think it can be set up.

Mr. Greenberg stated if there's no value to it I'm not looking to waste my time or anybody else's.

Mr. Marvin stated but I think you think there is value to it. Perhaps if you want to, maybe reach out to them. We can't meet collectively.

Mr. Greenberg stated that's why asking if a few homeowners want to be involved.

Mr. Marvin stated and maybe yourself. So maybe you could reach out to Dan and I bet Dan can help you arrange that meeting.

A resident asked how many people do we have to go through?

Mr. Marvin stated this was on the table and I thought maybe that meeting was desired.

Mr. Greenberg asked how quickly do you think you can get a letter putting them on notice?

Mr. Walters stated by the end of the week. I'm back in the office on Thursday.

Mr. Greenberg stated so would it be reasonable to expect there should be some sort of response by the end of next week?

Mr. Walters stated certainly.

Mr. Greenberg stated if not then let us consider setting up a meeting and let's see what the response to the letter is.

Mr. Marvin stated please bring the requisitions back up at the next meeting.

Mr. Walters stated those have been paid. I'll look through the indenture and our loan documents to see what a lack of ratification would do.

Ms. Cator asked we were working on Glen's motion?

Mr. Laughlin stated that motion was already on the table. He motioned to ratify the requisitions and there was no second.

On MOTION by Mr. Marvin seconded by Ms. Cator with Mr. Greenberg opposed requisition numbers 4 through 6 were ratified.

Mr. McCranie stated now we have three more requisitions for approval. Requisitions seven, eight and nine. Requisitions seven and eight are the combination of AJ Johns' latest invoices for services through July 31, 2019. We have reviewed the site and have recommended payment. The total is \$366,889.08. The A bonds, which is requisition number seven is for the total of \$196,644.88. The B-2 bonds portion, which is requisition eight, is for \$170,244.20. Finally requisition number nine is \$161 payable to Hopping, Green & Sams.

Mr. Marvin stated so under the scenario that we do this, we're approving payment and then once it's made, we ratify it?

Mr. McCranie stated you don't have to ratify this because it's approval prior to payment.

Mr. Marvin asked do we have the same issues here?

Mr. Greenberg stated we do.

Mr. Marvin asked what would you like to do?

Mr. Greenberg stated I would like to authorize payment to the requisition for Hopping for counsel.

Mr. Walters stated I would advise the Board to approve the requisitions. These are pursuant to a loan document that we have with the investors who have loaned us the money that you see on the requisitions therefore the payment of the work that is being installed in subsequent phases our engineer has certified that the work has been done in accordance with the contract documents and he thinks the payment should be made on the contract. With respect to the issues that we're dealing with, we deal with these issues on every contract on every construction project in the state that I've ever dealt with. We will work on those. We will get Dan involved in terms of setting up a meeting with you and other residents if we need to have that done. I am not going to advise this Board to put yourselves in jeopardy of violating the

prompt payment statute because we're worried about speeding within the community. I realize that is a concern and candidly if we're going to stop payment on \$400,00 worth of money I need to know that before these meetings because these are serious issues but I'm not putting my Board in a position that violates statute because we're upset with some of the peripheral issues we're dealing with the contractor. We will deal with those and we need to. Email Dan once a day on these things, but I'm advising this Board to approve these requisitions as submitted by the engineer.

Ms. Cator stated I think one of the issues with everything is that we don't have an opportunity to address certain things if we get them five minutes before the meeting or if we get the minutes and everything that is going on barely a week before the meeting and it's hundreds of pages that we have to comb through so I understand what you're saying, but things need to somehow be done a little earlier perhaps.

Mr. Walters stated we may need to consider meeting more regularly at least until construction is done, because the pay applications come monthly and the statute requires payment within a certain amount of time for those unless there is an issue, so we can explore additional meetings if we need to until construction is done. Generally, this has worked in the past. I understand there are some concerns with the way things are being done.

Mr. Marvin stated well we have more residents now.

Mr. Walters stated we do, and so it's not uncommon to have quarterly meetings for certain districts and when you're having these pay applications come through, that's why we hire and rely upon a professional engineer and staff to make sure things are being done properly, but if we met monthly you'd see these every month, but we don't meet monthly and that's why you're seeing some that are predated and some that are current.

Ms. Cator stated right, and I understand that but if we're sitting down for a meeting at 10:55 for an 11:00 meeting.

Mr. Walters stated I certainly understand that and again, that's why you hire professional staff. You're not expected as resident board members to be able to decipher everything and we need to get those to you faster, I agree.

Mr. Greenberg stated I think I've made my point and we've beat this to death enough. If you want to make a motion, I'll second it.

On MOTION by Mr. Marvin seconded by Mr. Greenberg with all in favor requisition number 7-9 were approved.

Mr. Walters stated I do appreciate you including mine as the only one that passed but I have to protect you as well. Harvey, you and I talk a lot and we can certainly have these conversations.

Mr. McCranie stated when you're getting any type of things you can go to Daniel or send an email to me so I can bring it up directly at that time. Every time I get one I respond and I deal with AJ. I haven't seen one for a while.

C. Manager -- Discussion of the Fiscal Year 2020 Meeting Schedule

Mr. Laughlin stated currently you'll see we have the meetings set for four times a year as we've been doing. We can go ahead and add some in now or we can approve this and add them as we go. This is just something that needs to be approved.

Mr. Greenberg stated I would like to add one meeting. I would like to propose to the Board that going forward we do not want to continue to go through a budget process by having everything shoved down our throats, so going forward we'd also like to have our residents involved in that process, so I propose six weeks after our February meeting a preliminary draft of a budget be circulated and that there be a workshop for any resident who wishes to participate to ask questions and add their expertise and knowledge in helping us find ways to increase revenue, decrease expenses and come up with a working budget that we can then go in to May having the homeowners input and then at least going forward from there we will have the ability to go ahead with the budget process. The way that is right now is extraordinarily exclusionary and we do not include anybody in our process, and I think it's important. Everybody here has a substantial investment, but this is also where they live.

Mr. Laughlin stated that's something we can work on come January and we can notice it.

Mr. Greenberg asked why don't we pick a date today?

Mr. Walters stated we do have to notice. We can add it to the schedule and put that it's a workshop. Just a reminder for everyone, on workshops we don't have to have a quorum. It's a much more informal process and there is no action that can be taken in a workshop, it's merely to get input so it is befitting of the type of meeting he is talking about.

Mr. Greenberg asked March 31st? Are you okay with that Glen?

Mr. Marvin stated yes.

Mr. Laughlin stated not all of the supervisors would have to come. We don't need quorum.

Mr. Walters stated that's fine.

Mr. Laughlin stated once this is approved we could also add meetings later if we have to.

On MOTION by Mr. Greenberg seconded by Ms. Cator with all in favor the FY 2020 meeting schedule was approved.

Mr. Laughlin stated something else that I had spoke to Supervisor Greenberg about is currently I do some meeting notes as is, so I'll include everybody and it's kind of like a punch list to make sure everything between meetings is being handled.

Mr. Greenberg asked you mean to the Board as well as our professionals?

Mr. Laughlin stated right.

Mr. Greenberg asked you're going to do that within two weeks of our meeting date?

Mr. Laughlin stated usually I'll do it within the week.

Mr. Greenberg stated what I would like if the rest of the Board agrees is to have a status or an update from our professionals 30 days thereafter so we know where we are and know what action we have to take and that includes if there's anything the board members have to do.

Mr. Marvin stated I'm okay with that.

Mr. Laughlin stated I'll start working on that.

C. Trim All

Mr. Shiver stated I just wanted to say that Cassandra Faulk and I have been working together the past couple of months. She's been very reactive when we contact her. That's been very pleasant for me because I hadn't had that here with past vendors. If any resident sees anything regarding the landscaping that the CDD is responsible for please don't wait until a CDD meeting to bring that up. You guys can contact me right away and I'll make sure that she knows about it.

Mr. Greenberg stated we seem to have some ongoing issues with the irrigation in the front. I know there are at least a couple of times that Tony has been notified that it seemed to be going off for no apparent reason. Is there an ongoing issue we're not aware of? Is it an issue with the controller?

Mr. Shiver stated it's an issue with irrigation valves. Those valves are not hydraulic valves so they can get stuck open when they get old and that's what happens. The controller is telling the valve to close but the diaphragm sometimes doesn't do that.

Ms. Faulk stated we have replaced several valves and several solenoids in the last couple of months and really that's when you find out that they're going bad. Like Tony is explaining when they continue to run and they don't shut off that's usually when we find out that they're failing so please let me know because he and I have worked through several of those the last couple of months.

Mr. Shiver stated what she just said when it comes to those irrigation valves you know they're not working because one, either stay one, or they don't come on. When they don't come on then you have a bigger problem because things die so if you notice any turning grass or irrigation running constantly please let me know right away.

Ms. Elizabeth Hare asked was there ever a decision about the entrance at Bellflower?

Mr. Shiver stated that's something we're going to be working on with this upcoming budget and getting proposals from them. We just didn't have it in this budget.

Ms. Faulk stated I just wanted to say we're here weekly doing the maintenance – the mowing the edging the pruning, etc. and we're providing fertilization service and irrigation service. Tony just asked that I be here in case anybody has any questions or comments.

D. Operations Manager - Report

Mr. Shiver stated we had several issues with the swimming pool. One being that we repaired a spring underneath the activity feature that came loose. We noticed there are several lights out in the swimming pool so we've ordered the bulbs and seals and we will have those replaced in the next two weeks. We're going to be replacing them with LED bulbs so they will last five times longer so you will notice they will be a different color of light in there; it's more of a blue light. As the old incandescent bulbs burn out, we will replace them with LEDs. We had to replace the filter motor to the wave pool. Once again, it's one of those maintenance items. The wading pool motor only costs a couple hundred dollars, so I went ahead and moved forward with it. We had to replace the filter to the same wading pool, replace filters on the main swimming pool in July and we had some electrical problems with the main swimming pool, so we repaired that in house at no additional charge. We had a visit from the health department and there was only one non-critical violation and that was a main drain from the activity pool. Some of the tabs

are starting to flake off so we have to have the main drains replaced so I'm looking on getting the prices from qualified pool contractors. We had problems with fire ants around the amenity center, so we had Nader's Pest Control out several times to treat and spray the deck. We did finally get the community bulletin board installed. While we're on that, just so everybody knows, we have our first community food truck event this Friday. South Street Sliders is going to be at the amenity center. If it goes well, we will keep booking food trucks for Fridays or Saturdays. We just need to know that it's going to be something that the community supports. The air conditioning unit to the bathrooms and staff office was replaced. We did get three bids submitted to Dan. The cost was \$3,800. It comes with a one-year labor warranty and the air conditioning contractor gave us a free maintenance service agreement for the second year so after the labor warranty expires, they will be coming out and servicing the unit at no charge. There was an issue with the access control system. The main panel was damaged by a surge due to lightning. We were able to get that replaced. In the meantime, we had to open up the gate in between the activity pool and the playground to allow access. Once the access system was repaired the gate was re-locked. Within the next couple of weeks, we hope to get this room painted in here, as well as the ceiling fans installed in here and out under the covered area. As far as landscaping goes Trim All replaced some sod behind the amenity center along this pond bank as well as checked the irrigation to make sure it was getting adequate water. We've had an erosion issue over on another pond in phase one where it was basically caused by a homeowner feeding ducks and geese. Trim All did fill that area in and put in new sod. They did not warranty it because there is no irrigation there. They trimmed the palm trees in the area, including the palms at the front entrance. They have had several irrigation issues that they have been working on, which we discussed.

Mr. Greenberg asked Jason, the homeowner who is feeding ducks and geese and caused all of this damage on the back on the CDD property, which is on the pond, are they going to be charged for the cost of that expense?

Mr. Laughlin stated we sent a letter saying if it happens again, they are responsible for any other repairs.

Mr. Marvin asked when was that and where do we stand now?

Mr. Laughlin stated I believe we sent that out a couple of months ago.

Mr. Marvin asked did they respond?

Mr. Laughlin stated no I haven't heard anything.

Mr. Greenberg stated so those people that live on that pond on Periwinkle has this owner continued to feed the ducks and geese?

Ms. Cator stated I have not noticed that he has been feeding them in his backyard as of yet. I have not noticed any dishes out as of yet. He still has a dish in his front yard and feeds them.

Mr. Walters stated often times what we've done is enforce that through amenity access to say you're violating the policies of the district and we could revoke your amenity access. The problem with seeking compensation is we can request reimbursement but if they don't pay it, we can't levy a special assessment against them or a lien like the HOA could and maybe the HOA has better authority here to do that. Our remedy is a lawsuit, which over small amounts is generally not a good idea. The other thing I was thinking of as we're talking about this, is I believe it's illegal to feed them so if we could get some enforcement from a law enforcement agency like the Florida Fish and Game Commissions, often times that's a much bigger stick to wield.

Mr. Marvin stated beyond that though I think it's the cost of repairing the sod.

Mr. Greenberg stated correct. How could the HOA file a lien for action that was taken by another entity?

Mr. Walters stated the HOA has authority over private property and its residents and their actions. For example, if you don't cut the grass in front of your house that's in the County right of way, they can fine you for that. I'm not the HOA lawyer and I don't know what their covenants say but if their covenants prohibit feeding ducks and geese there could be fines.

Mr. Marvin stated if we've put them on notice and they've stopped I don't think we have any recourse against them.

Mr. Greenberg stated it's just unfortunate that everybody has had to pay for their abuse.

Mr. Marvin stated sure it is.

Ms. Cator stated what had happened was they received a letter and stopped doing it for, I'll take a guess and say a few weeks, I didn't keep specific track of it, and then just started right back up again. So again, I don't know as of yet, I'm hoping it will stop.

Mr. Marvin asked Daniel, could you find out if fish and wildlife can cite people for that and investigate and if so, can we have them pointed in that direction please?

Ms. Cator stated I know they absolutely recommend against feeding but I'm not sure if it's actually illegal.

Mr. Walters stated sometimes it depends on the species. I think geese are protected.

Mr. Shiver asked can we accept any comments or questions from the audience for Trim All, so we don't have to keep her until the end?

Ms. Cator stated yes.

Mr. Terry Cator stated I make sure when the guys are out there to tell them they're doing a great job of mowing the small pond and I really appreciate but my only question is today is August 20th and there's a forest back there. How often do you guys mow back there?

Ms. Faulk stated we typically mow the ponds every other week because they're usually not sodded and irrigated but I do know today I've had to tell some crews to skip the mowing because of the amount of rain because we've been getting stuck on our mowers and rutting it up and we're quick to get the phone calls when we make a hole or a mess but I'll go back to the pond on Periwinkle and look.

Ms. Cator stated they mowed today.

Ms. Faulk stated okay. Typically, the schedule is every other week they should be back there unless you see we're getting a lot of rain because I don't want them to rut it up but thank you for bringing that to my attention.

Mr. Wendy Tiffany, 95168 Periwinkle, asked what is the responsibility for the tree line in the back? There's a lot of dead undergrowth in there and it's not our property but what can we do?

Ms. Faulk asked these are palm trees?

Ms. Wendy Tiffany stated no these are pine trees in the back but there's a lot of those palm things and everything, but it's not our property. It's owned by the CDD, so what is our responsibility, or can we hire somebody to clear some of that undergrowth?

Mr. Greenberg stated I suspect she's talking about the buffer between what is phase one and phase three.

Mr. Shiver stated that is not part of Trim All's contract but we can ask them to provide a proposal for clearing it.

Mr. Marvin asked is this a conservation area?

Mr. Greenberg stated I believe so.

Mr. Marvin stated we can't do anything with that.

Mr. Walters stated conservation areas have to be left undisturbed. You can't clear anything in them. They have to be left in their natural state.

Ms. Wendy Tiffany asked so I can't do anything with it either, even though there's dead undergrowth?

Mr. Walters stated if it's not your property you wouldn't be able to cut it in any event but if it's a conservation easement it's protected by the St. Johns River Water Management District where it has to be left undisturbed. We will look at it to make sure.

Ms. Cator asked is it possible that it would ever be deemed a fire hazard?

Mr. Walters stated I believe in some areas you have to get a permit exception and even then it has to be a certain kind of upland property where you can do some of that work but you have to coordinate that with the water management district.

Mr. McCranie stated and most of the time the conservation areas are pretty wet.

Mr. Laughlin stated we will look to make sure.

Ms. Sandra Johnson, 95058 Snapdragon, stated we live right on the pond area and a lot of times there is trash deposited into the pond and when he cuts a large clump of grass sometimes forms several messy areas of the pond and also I wanted to address with the contractor, they leave a lot of trash that blows all over the neighborhood and in the yard.

Mr. Shiver stated if you see any debris or trash in the pond please let me know because we pay to have our aquatic vendor help us clean that up.

Ms. Sandra Johnson stated when we're trying to navigate the roads and there are big trucks that are sitting parked on the street or just momentarily for whatever they're doing along with residents' cars you can barely get through sometimes. It's just too much parking on the streets and it's too narrow to pass.

Mr. Greenberg stated that's something for Nick and Dream Finders.

Mr. Laughlin stated that's the County that regulates that.

Mr. Donald Wilder, 85078 Amaryllis, stated I'm not sure if this is a Trim All issue, but the irrigation system around the lift station does not work and I'm not sure if it's JEA or Trim All. I noticed Trim All mowing around it today and of course we've had a lot of rain and that's kind of picked back up, but it was pretty barren before.

Ms. Faulk stated I'll follow up on that.

ELEVENTH ORDER OF BUSINESS Financial Reports

- A. Balance Sheet and Statement of Revenues & Expenditures**
- B. Approval of Check Register**

Mr. Laughlin stated the check register totals \$385,769.21. You'll see \$55,000 of that is the O&M. There was a \$329,000 payment from the SPE that went to pay the debt service payment. When they sell lots, they collect this money and this is going to pay past due debt on the bonds.

Mr. Marvin stated I'm confused. The operations and maintenance is debt money. We pay that money, right? We paid the \$385,000 too?

Mr. Laughlin stated yes, it's showing in the check register. It came from a different fund.

Mr. Walters stated I think I may need to talk to accounting in terms of the way that flows but on phases two and three the developer when they sell a lot has to pay a portion of the proceeds to the bondholder because they're delinquent on the debt. That's the defaulted debt so that money goes from the developer to pay debt service on that property back there so that's where the money flows from.

Mr. Laughlin stated it's held in the SPE account so it's a separate account.

Mr. Marvin stated but it shouldn't be mixed in that O&M money.

Mr. Greenberg asked shouldn't it be going directly into operating and then the disbursement comes out of operating?

Mr. Laughlin stated it's an SPE account so it's a separate account.

Mr. Walters stated the SPE is what we call the special purpose entity. When the developer defaulted and the SPE foreclosed and took the property we don't put it in the district's direct hands because that extinguishes the debt, so we create a special purpose entity, which is an LLC just like anything else, and that holds the property. That's all it has ever done so it was the entity that sold phase two and then sold phase three and as part of that purchase and sale agreement Dream Finders has to disburse a certain amount of each lot sale to the bond holders.

Mr. Greenberg asked so that money then gets put into our operating account for disbursement?

Mr. Walters stated that's my question. I don't think it should.

Mr. Greenberg stated it's artificially changing the balances.

Mr. Laughlin stated it doesn't sit in the same account where the actual O&M money sits. This sits on a separate account on its own. I agree it shouldn't be flowing through the check register, but it is separate from the funds that we use for O&M.

Mr. Marvin asked in the \$55,000 is there anything unusual in that?

Mr. Laughlin stated no.

A resident asked how often is the CDD audited?

Mr. Laughlin stated once a year.

On MOTION by Ms. Cator seconded by Mr. Marvin with all in favor the Check Register was approved.

C. Assessment Receipt Schedule

TWELFTH ORDER OF BUSINESS Audience Comments

Audience Comments / Supervisor's Requests

Mr. Terry Cator, stated I think I have a reliable website that says there is no Florida law restricting feeding ducks. Where the confusion comes from is the Florida law that restricts feeding bears, deer and foxes. The article said it's not recommended that this happens but it's not illegal.

Mr. Rick Fine, 85140 Amaryllis, stated this is for Tony. We had an incident a while back of some kids coming in here illegally and throwing chairs and tables in the pool but there was a comment that all we have to do is check our cameras. You don't have cameras facing inside do you?

Mr. Shiver stated yes. With that particular incident what I saw was people that did not live here and I could not identify them. Obviously if they don't live here, I have no recourse.

Mr. Greenberg asked isn't that breaking and entering? Shouldn't you be able to turn that over to the sheriff's department?

Mr. Shiver stated a resident leaving let them in.

Ms. Natalie Voytac stated the day that the system came back on line, they don't know whether they were let in through this gate or if they came in through the playground gate because it was secured in terms of meeting Florida statutes but there was no code on it or anything. They were teenagers from another neighborhood. The police were called, and a report was filed but another resident approached them and spoke to them and told them to get out of here.

Apparently, their parents had driven them to our neighborhood and dropped them off to use the amenity center. Really, it's not anything that Tony can handle. It's not in our neighborhood and the police didn't get here in time to address the individuals because they left after being spoken to by a resident.

Mr. Shiver stated there was no real damage to the facility or anything.

Mr. Greenberg stated but if something happened the potential liability would fall to the CDD.

Mr. Shiver stated right.

Mr. Charles Husser, 85235 Amaryllis, stated I don't know if this is the right place to ask this question, but based on the amount of new houses that are coming up in phase three and them not having a pool of their own and based on what I see because I live across the street, I see the parking situation on the weekends and you're going to turn around and add another 150 houses, and they say in the documents that I've read that there is adequate room for these 150 homes being brought up but I don't see that. Where are they getting that from? You've got maybe 10 or 15 parking spaces out there.

Mr. McCranie stated the assumption is they can ride their bike or walk but it is what it is.

Mr. Charles Husser asked who determined that was adequate?

Mr. McCranie stated the original developer.

Mr. Charles Husser stated and so now that you're bringing on a new phase, you're going to agree with them that it's adequate?

Mr. Shiver stated regardless of whether we agree or not, it is what it is.

Mr. Charles Husser asked so we can't do anything to rectify that?

Mr. Shiver stated we could, but it would cost money if we want to add more parking spaces. An option would be to put in a golf cart only parking.

Mr. Charles Husser stated there's cars parked around the street, so it is a safety issue coming down the road, especially when that's a main road coming into the development so I only see it getting worse.

Mr. Greenberg asked is there any value to us going through an exercise to figure out if we took some of the sodded area over here and created golf cart only parking for however many it might accommodate. It's a little bit less for the CDD to have to maintain and if we provide parking for enough golf carts it might alleviate some of that congestion.

Mr. Marvin asked are golf carts legal in here?

Mr. McCranie stated I don't think they are unless they have all of their tags and everything.

Mr. Walters stated we can always explore what it would cost to add parking.

Mr. Greenberg is it worth undertaking, because it is a problem that is only going to get worse.

Mr. Marvin stated sure we can look at that.

Ms. Glenda Husser, 85235 Amaryllis, stated you hear all of the discussion about the money that we're spending to keep the landscaping nice and neat. A lot of people are parking on the lawn with their golf carts so maybe coming up with some place to put them because all of that is going to die eventually.

Mr. Greenberg stated it's a matter of what we're permitted to do and it may be something as simple as just laying some rock down. I don't know.

Ms. Ann Bachard, 95061 Lilac, stated this is the first CDD meeting I've been to and this is the first time I've owned a home in the CDD. I've heard a lot of problems here today, but I'd like the board to focus on the biggest problem ever, which is reaching that 75% maximum to get those bond issues settle. Start building is all I have to say. That's affecting everybody.

Ms. Elizabeth Hare stated I wanted to come back to the issue of what the Commissioner said to me outside about approaching the Board to speak to the local Sheriff's Department to patrol these roads. When I've called and asked them to patrol before, whether it be from someone running stop signs, people passing school buses, or literally running my daughter and I on our bike off the roads and these are community citizens in the neighborhood that are exceeding 30 and 40 mph down these roads and legally they're not supposed to go over 25. I've made posts through the community Facebook page asking people to slow down. I live on the main strip so it's quite concerning when I have my three year old and my dog outside and I don't have eyes in the back of my head so I'm relying on my neighbors to drive safely so I was going to approach the Board to see if we could speak again about adding some type of speed bump throughout the main strip, because that's usually the point of concern and Bellflower has a lot of issues, or giving a patrol car that could come through occasionally. Quite honestly speed is the issue and I'm not the only person that has seen this. It's concerning and it's not just the

construction workers that are speeding through the neighborhood so if there's a way to slow it down or address it in some way you guys are my last resort.

Mr. Greenberg stated I've seen riding through neighborhoods signs that are provided by the Sheriff's Department that say something along the lines of, "Drive slowly like your child lives here", or whatever it may be. Is there not a means by which we could get some of those to post?

Ms. Elizabeth Hare asked do those signs actually work?

Mr. Greenberg stated I don't know, but you have to start somewhere.

Ms. Elizabeth Hare stated I've gone to some of these neighborhoods and my husband has almost been hit and followed these people and say there's no need to go this fast. We've got children that are disabled and blind trying to cross the road.

Mr. Walters stated at the community next door, the Sheriff has requested a letter authorizing them to patrol. Those are private roads. It's a long argument I won't get into here but if that's what they need we will be happy to provide that to them. They certainly have the authority to and I'll say this quietly and then I'll speak to Mr. Mullin when we have our meeting but what they often want you to do is pay an off-duty officer to do the patrols because they don't want to fund it. There is no other law enforcement in this county other than the Sheriff's Department.

Mr. Greenberg stated let's start with an official request and we do have a few officers that live within the community.

Ms. Elizabeth Hare asked why can't we have some type of speed system?

Mr. Laughlin stated we can't put any speed bumps on the road. That would be a County thing.

Mr. Walters stated we don't have the authority to regulate traffic. That is solely within the purview of the County so when they say it's us, I'm telling you, you have to go yell at the County.

A resident asked what is the speed bump situation? Why can't we do it when other communities have them?

Mr. Walters stated the County can do it.

Ms. Sandra Johnson stated when children are playing in the street can we do something about that like write a letter or something so that the neighbors children aren't in the middle of

the road playing ball or whatever they're doing and also the noise like that boom box coming through really loudly?

Mr. Laughlin stated I'll have to look into that.

Mr. Charles Gay stated this letter of credit that was being described earlier, when did we know about it?

Mr. Greenberg stated the end of last year is when we found out.

A resident asked and we never heard anything about it?

Mr. Greenberg stated I believe that Dan had made some inquiries and was given some assurances by the County that they were pursuing it while it was still active.

Mr. McCranie stated yes, we knew about it in 2012 and we've been working with the County since 2012 whenever it did get reduced, like Mr. Mullin described.

A resident stated people that buy a new house here have no idea what's really waiting for them down the road.

Mr. McCranie stated the Board doesn't know.

A resident asked isn't that a lack of disclosure?

Mr. Greenberg stated potentially it could be but that's up to the builder.

Mr. McCranie stated we did not know that the County dropped the ball and apparently lost the letter of credit until November or December of last year and that's when they told us and the whole Board has gotten and stayed in involved.

Mr. Charles Gay asked who is the contact that is overseeing AJ Johns on this CDD board?

Mr. McCranie stated I am.

Mr. Charles Gay stated you're not passing the emails I'm sending to him because he says he didn't see any emails.

Mr. Laughlin stated I've sent them about the porta potty and parking.

Mr. McCranie stated yes we saw and them and we responded to it and I came out and looked.

Mr. Greenberg stated right but they've done nothing about it.

Mr. McCranie stated there are no other places for them to park in that specific instance.

Mr. Charles Gay stated you've got 70 acres out there and a brand new entrance. Don't tell me that story.

Mr. McCranie stated the area that they had is a compact area near the roads and out of the way of all of their construction. It could be in a different area and then it would be in somebody else's back yard.

Mr. Charles Gay stated there's an area that comes into the new phase that they can park their cars. I have to sit there and listen every morning to their conversations out there while I'm sitting there trying to enjoy my cup of coffee in the morning and smelling that potty. It took two letters to get that potty moved so that's why I want to know who to contact because you're not doing a very good job of supervising AJ Johns. If I had my way OSHA would have been here a long time ago watching them dig these trenches and getting in these trenches. What kind of OSHA record does AJ Johns have?

Mr. McCranie stated I can check.

Ms. Natalie Voytac stated going back to the parking issue. This has been brought up before but I have an idea for a possible solution, which is the lot that Dream Finders Homes owns next to their model, which has their current parking lot with three or four spaces. That is right across the street from the pool. If we get them to agree or even possible purchase that lot for them to use as a parking lot that is an actual practical solution that is right there in front of us. Before they make plans to start building on it I think the CDD should make moves on it.

Mr. Greenberg stated as a point though, they were trying to sell the model for \$430,000. I suspect they're not going to be giving any sort of hometown discount to the CDD to purchase that lot.

Ms. Natalie Voytac stated I understand that but this is way back when Jackson Shaw was involved, residents of the community were told that in phases two and three there were two lots that would be allocated for resident common use. I don't know with the contract changing and the new developer if that is still in play but I know they're not putting in another pool. It's not practical or financially feasible but we could utilize one of those two lots that are supposed to be ear marked for public use as a parking lot and we could plead to the developer to make it one. It's next to an ugly JEA substation. It's not a desirable lot in the community.

Mr. McCranie stated you could. The thing would be to authorize staff to negotiate with Dream Finders to see if you can get come kind of price to buy their parking lot.

A resident stated or maybe trade.

Mr. McCranie stated the CDD itself can't give up any property; we would just need more. The more space we have the more opportunity we have to be able to build more parking spaces.

Mr. Walters stated this was always going to be the only amenity in this community I can tell you that. I understand there are always capacity issues. I represent Oakleaf and there are 15,000 residents. I promise you there isn't room for 15,000 people at the pools. They have to be sized according to something and this is what we have.

Mr. Greenberg stated Natalie mentioned that to the best of her knowledge there were two lots that had been allocated for some sort of public use in phase two and three. Are you aware of that?

Mr. McCranie stated I'm not.

Mr. Marvin stated I'm not.

Mr. Walters stated I'm not either.

Ms. Natalie Voytac stated I went back to conversations with Debbie Malloch, who was with Jackson Shaw so we can certainly look into that but that was the understanding.

Mr. Walters stated it could be like a passive park piece.

Mr. Marvin stated it could be this piece.

Mr. Walters stated if I had a dollar for every time a developer sales person misrepresented something.

Mr. Natalie Voytac stated absolutely, I do get that it was a word of mouth thing and I don't have actual evidence of it but I'd still like to look into buying it. You divide that over 500 residents it's really not that much.

Mr. Marvin asked Daniel can you ask Dream Finders if they're interested in selling that lot?

Mr. Greenberg asked or if they ever plan on coming to another meeting.

Mr. Marvin stated I don't think they will because they've got to sell that house beside it and that house beside it won't want a parking lot.

Ms. Natalie Voytac stated the model sold already I thought.

A resident stated when you first come in that area you will find the maintenance men park, the yard people park and what happens is if they come around and you come out you can't see around those trucks and somebody is going to have a major accident. The maintenance

people should be parking in the parking area. If they're going in to talk to the people at the office that's one thing and they can park in the model home slots but they cannot just park anywhere they want to because it's an accident waiting to happen.

Mr. Marvin stated that's the same issue with traffic enforcement. We don't regulate it.

A resident stated you can't regulate it but there should be a sign that says don't park here. There's more that you can do to discourage it. Some people won't pay attention to signs but some will.

A resident stated I've only been living here a year. Who are the homeowners representing this Board?

Mr. Greenberg stated I am, Ellen is, and Natalie Voytac is president of the HOA.

Mr. Laughlin stated we're not actually on the Board. We're staff, so we have the engineer, counsel and District Manager. We can't make decisions or vote.

A resident stated so you're basically here on behalf of whom?

Mr. Laughlin stated the Board.

Ms. Natalie Voytac stated they work for the homeowners as well. The CDD pays their fees.

Supervisors' Requests

Mr. Marvin asked Mr. Greenberg, were you upset with the audit report acceptance? You sort of hesitated.

Mr. Greenberg stated no. I have expressed to Daniel I would appreciate if things could be received a little sooner. I pointed out my first meeting we had a 550-page package that I had less than a week to read.

Mr. Laughlin stated we will work on that, even if it's outside of the agenda.

Mr. Marvin stated I spoke to the engineer earlier. We have to see about getting this lake bank cleared over here and he's going to talk to AJ Johns about clearing this lake bank for us and getting it re-sodded. The other small item I have is that in phase two where lots totally surround the two new lakes over there the maintenance people are limited to several access points and they are easements down lot lines. I'm sure the homebuyers over there are not paying any attention to it because there are only two or three left and all of the rest of them have been fenced all the way across, so it won't be long and there won't be any more access to those lakes.

Mr. Laughlin stated we will keep an eye out for that.

Mr. Shiver stated maybe we need to notice those homeowners.

Mr. Laughlin stated I'll get with Tony on that.

Ms. Natalie Voytac asked does Dream Finders need to be notified about that?

Mr. Marvin stated they know and they're not telling them.

Ms. Natalie Voytac stated they have their own HOA for phases two and three and they approve the architectural review on those fences. That's who needs to be notified.

Mr. Laughlin stated we will reach out to them also.

THIRTEENTH ORDER OF BUSINESS Next Scheduled Meeting

The next meeting is scheduled for November 19, 2019 at 11:00 a.m. at the Amelia Concourse Amenity Center

FOURTEENTH ORDER OF BUSINESS Adjournment

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


Secretary / Assistant Secretary


Chairman / Vice Chairman