

MINUTES OF MEETING
AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Amelia Walk Community Development District was held Tuesday, February 21, 2017 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, FL 32034.

Present and constituting a quorum were:

Chris Kuhn	Chairperson
Chris O'Bannon	Supervisor
Rose Bock	Supervisor

Also present were:

Dave deNagy	District Manager
Jason Walters	District Counsel (by phone)
Dan McCranie	District Engineer (by phone)
Jennifer Erickson	Evergreen Lifestyles Management
Wesley Hunt	Evergreen Lifestyles Management
Daniel Laughlin	GMS
Mike Taylor	Greenpointe

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

An audience member stated what an improvement this place has been since these two have taken over – courts, pool, good job.

Ms. Erickson and Mr. Hunt responded with their thanks along with the other board members.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the January 17, 2017 Meeting

Mr. deNagy stated the minutes are included in your agenda package.

On MOTION by Mr. Kuhn, seconded by Mr. O'Bannon with all in favor the Minutes of the January 17, 2017 meeting were approved.
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FOURTH ORDER OF BUSINESS

**Ratification of Engagement Letter with
McDirmitt Davis for FY 2016 Audit Services**

Mr. deNagy stated I went ahead and engaged McDirmitt Davis so we could get our audit started for FY16. We do have a draft audit, and we will bring the final back for our March meeting. I look for a motion to approve the ratification of the Engagement Letter.

On MOTION by Mr. Kuhn, seconded by Ms. Bock with all in favor to ratify the engagement letter with McDirmitt Davis for FY 2016 audit services was approved.

FIFTH ORDER OF BUSINESS

Ratification of Requisition Nos. 27-36

Mr. deNagy stated requisitions 27 to 36 were submitted for the Phase II work and are included in your agenda package. Unless there are any questions on the requisitions, I look for a motion ratifying those requisitions.

Mr. Kuhn asked we have backed out from the contracts whatever we settled up with AJ Johns for?

Mr. McCranie responded yes we have.

On MOTION by Mr. Kuhn, seconded by Mr. O'Bannon with all in favor to ratify capital requisitions 27-36 was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Proposal for Phase II
Street Signage**

Mr. deNagy stated a copy of the street signage proposal is included in the agenda package. The total is \$2,175. Given the proposal is approved, Dan, we would go ahead and issue a requisition for this item?

Mr. McCranie responded I had one prepared, but then we were told this was a proposal and not a requisition, so I held off on putting in a requisition. It was a proposal and not an invoice, so I have not done that.

Mr. Kuhn stated so we are accepting to get a contract with Sundancer?

Mr. deNagy responded yes.

Mr. Kuhn asked can we come back to this?

Mr. deNagy responded yes. We will table this for a little later on in the meeting. Do you want to table the mailbox installation, which is the next agenda item, as well?

Mr. Kuhn responded yes.

After the Ninth Order of Business was completed, the board came back to the Phase II Street Signage and Mailbox Installation agenda items..

Mr. Kuhn stated I was hoping to hear from Greg, and we haven't. I don't know what the board is comfortable with. I know that Greg has priced these signs, although I know in the agenda book there is only one proposal. I know that Greg did work to get additional pricing, and I am assuming that what we are looking at is the most competitive pricing for the complete scope for our consideration. If the board is comfortable, I would suggest we authorize the Chair to work with staff on moving forward with the two Sundancer proposals in the amount of \$2,175 and \$16,226 as not-to-exceed amounts subject to confirmation from staff that it is within the budget, and it is a complete scope and competitive price.

On MOTION by Mr. Kuhn, seconded by Ms. Bock with all in favor the proposal from Sundancer for street signs NTE 2,175 and the proposal from Sundancer for mailbox installation NTE \$16,225 were approved.

SEVENTH ORDER OF BUSINESS

Consideration of Proposal for Phase II Mailbox Installation

This item was addressed under Sixth Order of Business, Consideration of Proposal for Phase II Street Signage.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Walters stated the only thing I have is related to the legislative update. It is in your agenda package. We are pretty early on, but there are bills coming up some of which we think may have an impact on Districts. We are trying to monitor those and provide updates to you. If you have questions after you read through the update, please give us a call. We will be updating and supplementing it as the session moves on.

B. Engineer

Mr. McCranie stated we talked last week about future roadway repairs knowing that at some point we will need to mill and resurface the Phase I roadway. They have a life cycle of approximately 15 years. We are approximately 10 years into that. In the next 5 years, we will need to mill and resurface this roadway. I have a fairly decent to good estimate based upon FDOT costs and assuming a one inch mill and a one inch repaving at \$350,000 for the Phase I road work. If we only have five years, that is \$70,000 a year that we need to be prepared for in your budget. That is my information.

Mr. deNagy stated his thanks. I know I was going to mention in my report about our FY18 budget coming up, and that was going to be one of the questions.

Mr. McCranie stated next month I will have an estimate for Phase II roadways, and we can start now and divide that by 15 years and be prepared and not get as surprised.

Ms. Bock stated I know we have had the issues that led up to the road work for Phase I. There is another possible location that I need you to take a look at. It is actually on Majestic Walk Circle. I can forward you the address so you can take a look at that and determine what needs to be done if anything. The resident stated he is getting some kind of sinking and it is part of his home. I have not inspected it as of yet, but I will take pictures and forward that to you.

Mr. McCranie stated okay.

Ms. Erickson stated JEA – apparently there was an issue with hooking up with one of the new home builds to the sewer line, and JEA has ripped out a portion approximately two feet wide spanning across halfway through the lane and has gravel on it right now. Do you have any information on that?

Mr. McCranie responded no, I have not heard anything about that. JEA did this without asking anybody and cut into our road?

Ms. Erickson responded correct. There was raw sewage seeping, so they came in and cleaned it and fixed the issue as far as hooking up the resident's home to the sewer themselves, but they did take out the section of sidewalk and asphalt and did a temporary patch job. This is something we are trying to look into.

Mr. McCranie stated while you are going out and taking pictures, send me that as well, and I will come by and look at all that as well.

C. Manager

Mr. deNagy stated I want to let the Board know we will start working on the FY18 budget. I won't have anything for you for the March meeting, but in April and May we will. We have a two-step process with our budget. We approve our budget by June 15. Once the budget is approved, we have to wait a minimum of 60 days before we adopt our budget, which we will do after the budget approval meeting.

D. Community Manager - Report

The report is located in the agenda package under Section IX-D

Ms. Erickson stated distributed a proposal to clear the pond banks for Phase II. We weren't upkeeping the back side of the ponds due to it not being developed. Now that it is developed, we want to clear it down. Martex can get us done in the next couple of weeks, and the cost of that is \$1,323.60. That is to go all the way down from where we stop with the brush when they cleared the land to the lake front itself. It will be a lot more presentable and easier to sell the lots that you have back there. It is a one-time knock down.

Mr. Kuhn asked and then after that it just falls into their routine maintenance?

Ms. Erickson responded be on Phase II contract, yes.

Mr. Kuhn asked have we solicited a Phase II contract from them yet?

Ms. Erickson responded not for upkeep. That is something we need to discuss the Scope of Work of what we want them to do.

Mr. Kuhn stated I will give approval of the one-time additional scope to knock down the pond banks. Let's get with them on scoping Phase II maintenance contract and coordinate with Greg Kern. He has negotiated with the landscape contractor. Just so you know too, Jason, he has selected one, he has negotiated a price that is well below the budgeted amount,

and it may make sense for Martex to review the plans for Phase II so they know if they are going to be maintaining more than just the turf that is back there. In 60 days or so, there is going to be some finished landscape that they will be looking after.

On MOTION by Mr. Kuhn, seconded by Mr. O'Bannon with all in favor to have the pond banks cleared between Phases 1 and 2 at a cost of \$1,323.60 was approved.

Ms. Erickson stated the next proposal I got was last minute. I don't have an actual written proposal, just an email. We have a tree that down due to the storms. There was a tree that was an excessive size that has fallen in the back of the community. It did damage a resident's fence that was repaired by the resident, but they need the tree removed. It is partly on AV Homes lot. Davey Tree was the one that came out and gave us a debris haul-off at \$2,800, and that does include everything. It is a very old oak tree.

Mr. Kuhn asked are we cleaning up what is on our property or what's on everyone else's property too?

Ms. Erickson responded we only clean up as far as residents when people brought up that it was an issue, and they were concerned about certain trees. We cleaned those few. This one is the only one that was a large scale tree that we lost during the storm.

Mr. Kuhn stated I guess I am okay with it, but I think it is typical you only clean up what is on your yard. In other words, if the tree falls, isn't the homeowner responsible for what falls on his side of the fence and not responsible for what falls on my side of the fence? I don't know that the District should be cleaning up a tree that fell on somebody else's yard.

Mr. O'Bannon stated I think the only exception is if it is rotted or something, and the homeowner has previously brought it to the attention that they were nervous about it.

Ms. Erickson stated they literally moved in within 30 days of the storm, so it is not something that was brought up.

Mr. Kuhn stated I don't want to be difficult, but I also don't want to overstep our bounds.

Mr. Hunt stated a large portion of the tree is lying across the AV Homes lot.

Mr. Kuhn asked wouldn't that be AV's responsibility to deal with it.

Mr. deNagy stated I would think so.

Mr. Kuhn stated I am comfortable taking the lead on the work if the other groups are willing to reimburse us for some of that cost. Why don't you do that Jen? I think you are responsible for what falls on your side of the imaginary property line. I am not going to try to figure out what percentage everyone is responsible for, but I am happy to take the lead and approve that proposal if you can work with AV and the homeowner to see if they are willing to reimburse the District for some of that cost.

Mr. deNagy asked is the tree all on AV's property?

Ms. Erickson responded the tree is located about six feet into the preserve. What is rotted is still very visible from the road. The front of the tree that has fallen over starts there and goes on into AV Homes lots.

Mr. Hunt stated to clarify, actually two trees. There is a rotted one that is sticking up and the top half of the big oak, and the top sheared off and fell. Most of that part is right on the line of the preserve. The other tree right next it fell. It was in the preserve about six feet and fell out of the preserve onto AV Homes lot. I believe a branch from that tree came down and took a corner of the next door neighbor's house.

On MOTION by Mr. Kuhn, seconded by Ms. Bock with all in favor to having a tree removed, subject to cost sharing with the AV Homes in the amount of \$2,800 was approved.

Ms. Erickson stated I am just touching base about the entry monuments. It wasn't a large enough job for contractors; however I do have someone coming out tomorrow, but I knew that you were talking about possibly having monuments changed to match Phase II.

Mr. Kuhn stated go ahead and get the price that you are working on tomorrow. I spoke to Greg earlier today, and did get some proposals back, which I believe include the Phase I, replacing them with a monument that matches Phase II. You might compare notes with Greg. I know that Greg didn't get onto this agenda, but I think with your proposals and what Greg is doing, we can figure out how to deal with the Phase I monuments.

Ms. Erickson stated we have the tennis courts up and running. My next thing is I would like find out about alcohol themed events. San Sebastian Winery did a wine tasting at another property. We would like to do that here at Amelia Walk. We have a changing community where it is no longer primarily families. We are getting a lot of retirees who want adult themed

parties like wine mixers and things like that. I am not sure of the feasibility or insurance liabilities.

Mr. Walters asked is this an event that the District itself would put on?

Ms. Erickson responded correct.

Mr. Walters asked is there a vendor that does the actual wine provision, or is that something we would just buy?

Ms. Erickson is would be for two different things. One would be San Sebastian, they would send out a representative who is from the company who would actually do the lecture on the wine. He would serve the wine and leave. There would be no cost for the actual alcohol itself, they handle all that, and he does public presentations throughout the northeast border area. It is a local winery. I would like to also incorporate that into where we as a CDD are hosting an event and do an adult theme like wine and cheese. It was be a social mixer and the District but would not be provided by San Sebastian.

Mr. Walters responded there are two ways of approaching it. When we have a vendor, oftentimes they will have their own host liability provisions, and I generally prefer to see that if they have it. With respect to the District putting on a function, we need to work with our insurance agent to see what coverage we have. If there is an exclusion in our policy for any type of general liability, we oftentimes can purchase a host liquor liability policy. They are usually pretty cheap and easy to get. I would want to make sure that we have some sort of insurance coverage if we are going to do some of that.

Mr. Kuhn stated this board heard the same exact request last week at the Six Mile Creek CDD, which has a similar interest. It may make sense for Dave, Jim, Jason, Wes, and the Evergreen folks to get on a conference call just so we are kind of doing the same things at both Districts. Wes was going to do some research with Jim, Jason at St. John's Golf and I think maybe some other places. It sounds like you have some ideas on how to deal with it too. Everything from insurance to it may make sense to have an off-duty police officer so that Evergreen is not having to be the one that cuts somebody off. I think there are a lot of considerations that we talked about last week, and it may make sense that we come up with something that works for both locations if we can.

Mr. Walters stated that makes a lot of sense. I will be happy to do it. We also need to have some overall policies on how we deal with that as well.

Mr. Kuhn stated Jason, if I understand it, we can move forward with the San Sebastian where they are hosting the event or we are hosting, but they are serving.

Mr. Walters responded we can move forward on that. I would like to know what their coverages are that can be extended to us for this event. I am guessing they have the appropriate coverage, but we can talk to them about it.

Ms. Erickson stated we are trying to get street sweeping from USA Services and check with you concerning the contract.

Mr. Walters stated let's put our heads together after the meeting and we will get whatever finalized that we need to.

TENTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

Mr. Kuhn stated I want to introduce Mike Taylor, who joined Greenpointe about a month ago. He is going to be taking over the north Florida region, so you will be seeing a lot more of Mike. He will be the point person from her forward on things that are more project related. Please include Mike on correspondence as it relates to CDD matters.

Mr. deNagy stated he will be put on the list for agenda packages.

There were no audience comments.

ELEVENTH ORDER OF BUSINESS Financial Reports

- A. Balance Sheet & Income Statement**
- B. Approval of Check Register**
- C. Special Assessment Receipts Schedule**

Mr. deNagy stated a copy of your financial statements is included in your agenda package as of January 31, 2017. The total of the check register is \$29,566.56.

On MOTION by Ms. Bock seconded Mr. Kuhn by with all in favor the check register in the amount of \$29,566.56 was approved.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting for March 21, 2017 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach

Mr. deNagy stated the next scheduled meeting is March 21, 2017 at 2:00 p.m. for the regular meeting at this location.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kuhn seconded by Ms. Bock with all in favor the Meeting was Adjourned.



Secretary/Assistant Secretary



Chairman/Vice Chairman