

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 19, 2019 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:

Mike Taylor	Chairman
Gregg Kern	Vice Chairman
Rose Bock	Supervisor
Mike Lewis	Supervisor

Also present were:

Daniel Laughlin	District Manager
Jennifer Erickson	Evergreen Lifestyles Management
Jason Walters	District Counsel (by phone)
Dan McCranie	District Engineer
Liam O'Reilly	GreenPointe (by phone)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Laughlin called the meeting to order at 2:40 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Consideration of Appointing Supervisors to Fill Seats 1 and 4**

Mr. Laughlin stated we've had about ten people submit letters of interest and resumes and those are included in the agenda package. We received one yesterday as well.

Mr. Taylor stated while we are waiting for legal counsel to join the meeting we will open the floor for people that are here to speak for a minute. I think the protocol is we will appoint after considering the candidates?

Mr. Laughlin stated yes, once the board is comfortable you can appoint for the two seats. We will do a motion for each appointment. The first agenda tab is Craig Brewis who was here at the last meeting but I don't think he's here tonight.

Mr. Kern stated he and Mr. Murphy both spoke at the last meeting.

Mr. Taylor asked did you have anything else to add Mr. Murphy?

Mr. John Murphy responded no I spoke to the board last time.

Mr. Taylor stated then we have Mary Massman.

Ms. Erickson stated she was unable to be here.

Mr. Kern stated the email states the Amelia Walk HOA. I just want to be clear that these are CDD board seats that are available.

Ms. Erickson stated she has been the Secretary on the covenant enforcement committee for the HOA.

Mr. Taylor stated the next one would be Michael Lewis. Do you have any comments?

Mr. Lewis stated I just wanted to be aware of what is going on in the community and participate with the Board.

*Mr. Walters joined the meeting by phone at this time.*

Mr. Taylor stated Jason, Mr. Lewis just spoke so we're now talking to Red Jentz.

Ms. Janice Jentz stated that is my husband. He is between meetings and he had to go back.

Mr. Taylor stated we have his qualifications and resume here. He's aware this is for the CDD board versus the HOA board?

Ms. Jentz stated yes.

Mr. Taylor stated next we have Benjamin Mathews. Is he here? (no response) Then we have Mr. Clarence Boyce.

Mr. Clarence Boyce stated I think my resume speaks for itself. I would like to get involved in the community and sit on the CDD board.

Mr. Taylor stated then we have Jeffrey Robinson.

Mr. Jeffrey Robinson stated my wife and I just moved into the neighborhood in July of last year. I was an elected official for the community in which we lived in Connecticut. My wife was an executive board member of our previous residence's HOA. I have a management background and experience making budget decisions.

Mr. Taylor stated we have one more; Mr. Dale Beter. (Mr. Beter did not appear to be in attendance)

Mr. Laughlin stated we also have John Mercier. We just received the letter of interest last night.

Mr. Taylor asked all of these are residents of the District?

Mr. Laughlin stated yes.

Mr. Taylor asked Jason, do you want to walk us through the protocol.

Mr. Walters stated the process by which the District fills a vacancy is what's labeled in the Statutes as appointment. That is no different than we do for any other action that the Board takes. It would a motion, a second and a vote of the Board on that action item. If there's a motion and it doesn't get a second it will fail for a second. If there's a motion and a second and it does not get enough votes then it fails for not enough votes and we can go down the line.

Mr. Laughlin stated the term will be four years so these seats would both hold until 2022. They coincide with the general elections. In 2020 there will be two seats and then three seats, and so on every four years unless somebody resigns and then we will do this same process to appoint.

Mr. Taylor stated it is a public office so there are some registration requirements, right?

Mr. Walters stated there are. The statutory qualifications in these seats are that you are a registered voter residing within the District so the District address has to be their intended residence and they have to be a registered voter.

Mr. Taylor stated as we make the motion, if there are any problems with any of the candidates, please let us know.

On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor appointing Mike Lewis to fill seat one was approved.

On MOTION by Mr. Kern seconded by Mr. Taylor with all in favor appointing Craig Brewis to fill seat four was approved.

Mr. Laughlin stated since Mr. Brewis is not here I will swear him in at the next meeting and he can count for quorum at the next meeting.

**B. Oath of Office for Newly Appointed Supervisors**

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

Mr. Taylor stated I'd like to thank all of the residents that have indicated they would like to join the Board. It was definitely one of the most qualified groups of people I've seen on

the boards I've been involved with. I encourage you to stay involved and if it's not on the CDD board, try to get on the HOA board. There are still a lot of needs on that level as well.

**C. General Information for New Supervisors**

Mr. Walters stated Daniel has an informational packet you can review. As Mike mentioned, the CDD is a public entity within the State of Florida so that opens up some of the Statutes you will be required to adhere to. The main ones we talk about are the Sunshine Statute, which states that supervisors cannot discuss business of the District outside of a meeting so if it's an item that is going to come before the Board. You can talk to supervisors about your last vacation, the weather and anything else but if it's something that's going to come before the Board that discussion has to take place in a meeting and I always caveat that a discussion can be verbal or in writing so emails and text messages are the same thing as a conversation. The other statute that you will need to think about is the public records statute. All of the documents of the District, the packages you receive, agreements, etc are public records that someone can request from the District at any time. We generally advise supervisors to have a separate email address so if we get a public records request for all of your emails you have a separate email that you can pull all of those from rather than if they are intermingled within a personal email account. The documents you get today the District will keep copies of those so you don't necessarily have to keep those. The last thing I will say is the Sunshine statute doesn't apply to staff so if you have questions prior to a meeting or anything you see in an agenda package or anything in general you can always feel free to reach out to Daniel or myself and we can help walk you through those. It's a bit of drinking from a fire hose in the beginning but the learning curve is steep so I think after a short period you will have caught on.

**D. Consideration of Resolution 2019-09, Designating Officers**

Mr. Laughlin stated we have Mike Taylor as Chairman, Gregg Kern as Vice Chair, myself as Secretary now that Dave is gone, Jim Perry out of my office is Treasurer, Rose Bock is Assistant Secretary and the two new supervisors will be Assistant Secretaries. We will keep Dave on as Assistant Secretary for signing purposes. I will be the Assistant Treasurer and also for signing purposes would be Jim Perry, James Oliver and Ernesto Torres out of my office.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor Resolution 2019-09 designating the officers as listed out above was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the January 15, 2019 Meeting**

There were no comments on the minutes.

On MOTION by Ms. Bock seconded by Mr. Taylor with all in favor the Minutes of the January 15, 2019 meeting were approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being none, the next item followed.

**B. District Engineer**

Mr. McCranie stated at the last meeting you asked me to check on the JEA break and find out what had occurred. I was able to talk to Brian Spell, who is the manager with wastewater preventative maintenance and I'll read you his email. "Dan, I'm not at my desk but if I recall correctly we had an estimated amount of 25 gallons into the storm drain that discharges to the pond. I think we recovered everything that may have entered the pond with our vacuum jetter truck but I'm not certain. Even if we didn't, we take water samples of any water body we suspect a sewer discharge may have occurred in. I'll check with our environmental staff to see what the results were." I got a later email, "Mr. McCranie, we sampled the water in the pond the morning following the sanitary sewer overflow and the levels were high. We took a follow up sample on January 13<sup>th</sup> and the fecal count had returned to the background conditions. In short, there isn't anything else to do with the storm drainage system or the pond in relation to this event. We apologize for any inconvenience or concern this event may have caused you or your community. It would be good to pass along to the homeowners in the neighborhood that if they see anyone opening manholes to the sewer system that are not JEA staff let us know so we can check on the system to ensure no other debris ends up in our system". They had photos of two big chunks of concrete debris removed from the manhole which caused this backup so potentially from construction but even then, it's odd that it was there in this manhole. It's been cleaned and fixed and they've tested it. Meeting

background conditions means it's as it was months before so that is the status of the JEA sewer break. They were nice about getting back to me because I talked to a couple different people and they sent me in the right direction so JEA was helpful.

Secondly, you asked me to check on parking areas throughout the subdivision and doing a parking versus no parking evaluation. I submitted a PDF last Friday that shows it pretty well. This is based upon FDOT standards. You would have 85 feet before you get to the intersection where you would have no parking and as you turn to the right, 60 feet after the intersection you would have no parking. If you did that on all quadrants, it's really all about your site viewing and making sure you can see ahead of you and in front of you for safety so no parking should be allowed there so if you enact a specific plan for where you can and cannot park on the roads I would follow that procedure. It's defensible and it's specific to intersections and it follows a specific standard.

Mr. Taylor asked for residential?

Mr. McCranie stated for anything. DOT has major road standards and local road standards and this is for parking on roadways.

Mr. Taylor stated for audience members, at our last meeting we were asked to analyze the parking and intersections and that's what we asked the engineer to do and he's provided an exhibit for us to consider. Jason, I guess the way to adopt this would be to recognize the exhibit and amend the architectural guidelines as well as the HOA guidelines?

Mr. Walters stated I think that would be appropriate.

Ms. Bock stated we had a conversation before we started the meeting about how to designate this for people parking and Dan said the yellow paint would work better as opposed to signs.

Mr. McCranie stated the yellow paint and then whatever other legalities you may have to have like signs in one location saying don't parking the yellow spaces or you will get towed. I don't know the local rules but you'll find those out. I think yellow paint is pretty clearly indicates to not park there.

Mr. Kern asked so this would be something the Board would be asking the HOA to consider?

Mr. Taylor stated I just need to figure out how to tie it in to the right document because we are governed by HOA documents, architectural guidelines and obviously the statutes for the CDD.

Ms. Bock stated and the reason we're even involved is because we own those roads.

Mr. O'Reilly stated Gregg could probably speak more to this but I would suggest the declaration for the community is probably the best spot to put that type of rule and it gives the HOA something enforceable when it comes to recorded documents. The covenants and restrictions.

Mr. Kern stated yes and those are all HOA documents so I think it would be the Board would be agreeable in asking the HOA board to adopt and amend their declaration to include these guidelines.

Mr. Walters it's a bit of a crossover here in terms of it's a roadway so it's District property. The enforcing mechanism the District would have and I don't think we want to go to this point yet, is really kind of a towing provision so if we can get that inclusion within the HOA covenants, which can govern these type of things, they will have a different array of enforcing mechanisms for fines and things like that so it's a bit awkward in terms of the crossover but I think that's the best way to handle it.

Mr. Lewis asked is this consistent with what else is going in the County for parking on the streets because there are lots of other components?

Mr. McCranie stated there are certain places in which they don't allow parking on the street at all and our covenants and restrictions allow parking on the street. We used to say you can't park in the right of way and now we just can't park in the grass or something so it's now going to be specific to who owns the roads whether it's County or City but I can tell you in basic terms, if it's not being done, this is what should be done everywhere for safety because it's an intersection safety standard.

Mr. Taylor stated this is a little complicated as the attorney mentioned. It's an HOA enforcement item and we are the CDD board who provided funding for the streets but we don't have the power to enforce someone working in the wrong spot. We do have Evergreen, our HOA management company, who is attending today and she has brought this to the Board's attention to evaluate, we got the District Engineer to evaluate it and then he's provided this recommendation. I think the next step, if I'm correct, is one of the supervisors can work with

the HOA board and management company and see if they are willing to adopt a change to the already recorded covenants and restrictions. Is that fair to say?

Mr. Kern stated yes and I just want to note there is probably some financial consideration with who is going to fund the improvements initially. The HOA will have some legal costs to amend their documents so they will be taking those into consideration but I'm sure they would also like to know who would be painting the curbs or doing the signs.

Mr. Erickson stated there are adequate reserves in the HOA to cover the related expenses if needed.

Mr. Taylor stated my position is let's push this to the HOA to review the recommendation. Before anything gets approved it has to be voted on at the HOA level.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor staff was authorized to work in conjunction with Vice Chair Kern on a recommended solution with the HOA to evaluate a parking provision to the CC&Rs.

Mr. McCranie stated I have six requisitions for approval; four that are part of phase three or 4A. They are not in your packet but Daniel has all of them. Requisition number five is for \$16,030 for the final design of phase five for McCranie & Associates based upon the contract that was reviewed and approved by GreenPointe.

Mr. Kern asked that is out of 2018A?

Mr. McCranie stated it should be 'B'.

Mr. Taylor stated it is assessment area 3B and bond series 2018.

Mr. McCranie stated assessment area 3B is phase 4B and 5. This comes out of the construction fund.

Mr. Taylor stated just for everyone in attendance, there is a bond series by year and then there are assessments areas and then there are development phases and that's what we're trying to reconcile. GMS does a lot of these for us and they will make sure the fund gets appropriated in the right bucket. You're asking for approval of the \$16,000 for design fees.

Mr. McCranie stated yes design fees for phase five of construction, which is part of the 3B assessment area. Number seven is to Earthworks and that is their current pay application

number five. It is for a total of \$132,489.40 and that is assessment area 3B for construction of phase 4B.

Mr. Taylor asked what completion are they at?

Mr. McCranie responded they are at roughly 10% so slightly behind schedule. Liam and I are working to try to push them to get them back on schedule. Requisition number 33 is for Hopping, Green & Sams legal services for \$115 for phase 3 and 4A construction discussions. Requisition number 32 is the other half of number seven and that is for the phase 4A construction to Earthworks. They are approximately 12% completed and it's for \$315,109.94.

Mr. Kern asked 4A comes out of the previous series?

Mr. McCranie responded yes.

Mr. Kern stated I would just ask staff accounts payable to work with the trustees, as they will, to make sure we're allocating to the appropriate funds. We have multiple funds and the projects are split and there are percentage splits on the contracts.

Mr. McCranie stated requisition number 31 is for Hopping Green & Sams for \$552 for legal services. Number 30 is McCranie & Associates' design fees for phase 4A construction for \$20,550.

Mr. Taylor asked is that all within the contract amount? No change orders?

Mr. McCranie stated yes, no changed orders. Number six is for Hopping, Green & Sams for \$943 for reviewing contracts specific to phase 4B and 5.

Mr. Taylor stated it is assessment area 3B.

Mr. McCranie stated yes. All of the engineering fees and construction fees are based upon a contract that have already been approved by either GreenPointe or the Board as far as earthwork and the construction services and then Hopping, Green & Sams is their hourly stuff and they break it out whether it's specific to a project like this construction phase and then they will send us an invoice for requisition.

On MOTION by Ms. Bock seconded by Mr. Kern with all in favor Requisition Nos. 5-7 and 30-33 were approved.
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**C. District Manager**

Mr. Taylor stated can you give us an update on the website. Is it ADA compliant?

Mr. Laughlin stated yes.

**D. Community Manager - Report**

Ms. Erickson stated we have the new landscaper in place and in here I have a bid for \$1,266.50 to make all of the repairs to the system that either weren't done correctly or it was overlooked by the previous landscapers.

Mr. Taylor asked and we held money back from the previous contractor?

Ms. Erickson stated the one thing that was in question were the flowers for phase two. It was not billed and we did not pay for those so at this point, other than about 50 flowers, we are good to move forward with making a payment to them. They did not bill for January.

Mr. Taylor stated there was some amount of work that was in question last time.

Ms. Erickson stated the bills have not been sent to the office yet for the last 30 days of work.

Mr. Taylor asked so the \$10,000 did not get paid?

Ms. Erickson stated no. Right now I believe the balance to them with janitorial, irrigation and landscaping I believe it's \$14,000 or \$15,000. Some of those date back to June of 2018 and then that will zero out our account.

Mr. Laughlin stated I'd have to look at our ASI. I can do that and get back to you.

Ms. Erickson stated that \$7,000 that we were holding I did get an accounting from Sharyn so they were still outstanding. I don't know if they've sent the checks in since.

Mr. Taylor stated we had a check register from the last meeting, if I'm correct, for \$11,000 to be paid to Martex and there was invoices pending that we asked to be held of about \$7,000.

Mr. Laughlin stated I haven't told her to pay it yet.

Mr. Taylor asked at this point do we have a check getting ready to be paid to Martex?

Mr. Laughlin stated I can tell her to pay it whenever you guys are comfortable.

Mr. Taylor stated in my opinion we need to withhold the irrigation breaks from that check. Right?

Ms. Erickson stated this is stuff that wasn't repaired properly. This system is supposed to have complete irrigation checks and these are things they've found wrong with the system.

Mr. Taylor asked wasn't that under Martex's scope?

Ms. Erickson stated it was.

Mr. Lewis stated if Martex would have done the same inspection they would have found the same issues and fixed them.

Ms. Erickson stated they are going back through their invoices little by little for these things. Obviously they didn't catch all of the issues in the system. Some of these zones were not hooked up to the system itself correctly when they were programmed. They went back and reprogrammed all 72 zones. There were nine that were not programmed correctly.

Mr. Taylor stated that's under their scope of work to manage so I'm going to make a motion to withhold that payment from Martex's that amount.

Mr. Kern stated we need a motion to approve the work order from Trim All but internally we need staff to back charge the outstanding amount due.

Mr. Laughlin stated I'll talk to Sharyn. Are you guys okay with the rest of the payment going out minus the \$1,266.50?

Mr. Taylor stated Jen is going to have the best comfort level if we can release the balance of the \$7,000.

Ms. Erickson stated I went through the account twice to make sure there was no outstanding work.

Mr. Kern asked is Trim All 100% turned over and done all of their inspections?

Ms. Erickson stated they have.

On MOTION by Mr. Kern seconded by Mr. Lewis with all in favor a proposal from Trim All for repairs to the irrigation system in the amount of \$1,266.50 was approved.

Ms. Erickson stated the board previously approved \$3,800 to replace the dead phase two flowers. Can I move forward with using those same funds to do the correct work? Martex ripped out the flowers and we never got charged for them but we do need to fill the blank space.

Mr. Kern asked they ripped out flowers?

Ms. Erickson stated they special ordered flowers and when they got a change over in management the new management didn't get the way they looked and they pulled them out without permission. They were still alive they were just in a dormant state. It was previously

approved in October of 2018 I just want to make sure it's okay with the board to move forward with getting those plants re-installed.

On MOTION by Mr. Lewis seconded by Ms. Bock with all in favor \$3,800 to replace flowers in phase two was approved.

Ms. Erickson stated we started a monthly resident coffee event at the request of the residents. We've got paint night and Easter coming up pending construction with the amenity center. The only community wide concern is we had a resident send out to all of the community who had dogs pet waste letters. They didn't come from the District, they come from the HOA. There were temporary signs put up for anti-dog waste. Some of those have been destroyed or taken but emails have gone out.

Mr. Lewis asked he's back on that?

Ms. Erickson stated a lot of people it was the District that sent out the letter. Obviously it wasn't but people were upset because homeowners were followed home apparently. You wouldn't know where people with dogs lived unless you watched where they were going so the sheriff's office has been contacted about it.

Ms. Bock asked so it didn't go to everybody?

Ms. Erickson stated just to people with dogs along with waste bags. It was a very aggressive and incorrect letter per our CC&Rs. Lastly, thanks to Dan we will be working on the traffic issue. Apparently ambulances could not get through at 1:30 in the morning so they turned on their sirens and honked their horn until the homeowner came out and moved their car so we sent an email out.

Mr. Taylor asked did you trace down the as-built for irrigation?

Ms. Erickson stated I've made a request to get a copy of the as-built. I have the one that Martex has but it's hand drawn and hard to read.

Mr. Taylor stated on your management report I see it was distributed to Taylor Morrison Homes. Is that typical?

Ms. Erickson stated yes they get a copy of it. I check with them to see if there's any issues. The only thing they've had is the construction material between phase 2 and 4A. It looks like there's some copper wiring for the sump pumps or something. The material has changed two or three times. Unfortunately they're getting wet and things are going all over the

place. Liam is aware of that and I've sent him pictures but I'm going to put a temporary netting around it so it can't blow away and hopefully it will deter someone from stealing and scrapping the copper.

**SIXTH ORDER OF BUSINESS**                      **Supervisors' Requests and Audience Comments**

Mr. Kern stated I'd just make a request again to make a requisition summary to try and help us through that approval process. It makes it a much smoother process.

Mr. McCranie stated Daniel and I will work better to make sure you have this.

**Audience Comments**

Mr. Paul Geiger, 85493 Berryessa Way, stated last Thursday they dug a pit out across the street from my house and next to another house. There were two guys that I think were from Taylor Morrison. They said they were moving the concrete truck dump from over in phase two to across the street from me. When I asked them why they didn't put it next to another sand pile across the way they said because these lots aren't going to sell as fast. They don't even look at impacts. Why is it always over there that we have stuff going on? There's going to be concrete trucks coming in there dumping and then what, going down Berryessa?

Mr. Taylor stated we can look into that.

Mr. Geiger stated if they go in the other side where the white sand is there's no houses and they can put it over there. When they did it in phase two they didn't have any houses around.

Mr. Taylor stated I'll make a recommendation to get with GreenPointe and Liam O'Reilly.

Mr. Geiger stated I'd appreciate that because there's two other homeowners right there in that area that just couldn't make it here today.

Mr. Taylor stated I know what you're describing and it's probably not ideal for your situation but I'll talk to the builder. They've had some acquisition so we will see what the new team does. I haven't met the new team.

Ms. Carol Holmes, 85082 Majestic Walk Boulevard, stated it's with great regret that I'm here articulating to you my concern that you've demonstrated negligence to phase two in the upkeep of street signs and relationships with the utility companies and the handling of their installations in phase two, particularly Majestic Walk Boulevard. I will send this is writing with photographs if you would like that or I'd be happy to walk you through the street. In

regards to the street signs I believe you may have assigned that to the HOA. I did articulate all of this to Jennifer last week so there is no surprise here. The street signs are sorely in need of painting and there's been a pole that sits on Majestic Walk Boulevard; a black street sign pole that has no sign on it and it's been like that since I moved in October of 2017. This is now February 2019. Furthermore that tends to impact GPS locations and GPS oftentimes cannot even find our street numbers or our streets and my neighbors will attest to that. In addition, Florida, Power & Light has three to four tall lampposts that are leaning. In late June I shared all this with Jennifer and she said they will be coming for the next phase and when they do they're going to straighten them out. I don't think that's happened and she has called but yet they're still continuing to lean and I guarantee you if this was happening in the streets to which you go home at night you would be upset too. Some are badly leaning and some aren't even working. The pedestals installed by AT&T and Comcast are a disgrace. Many are leaning and broken. There's one that broken wide open that someone could fall and break an ankle and sue the CDD right now. It's a travesty. We look like the Beverly Hillbillies as you drive down that street.

Mr. Taylor asked and those pedestals are on Majestic Walk?

Ms. Holmes responded yes sir and they're leaning, they're sideways, some are broken and some are on the ground. It's a disgrace and I'm so sorry to be here with a complain but we can be better. I have served as a trustee in my neighborhood in Ohio as has my husband. We did not have this structure, we had HOAs but we were in charge of working with utility companies, with landscaping, and with street signing. This can be handled and I know we can be better. Additionally, the electric outposts, which I know are needed for building homes where the builders pull electricity, there are many that are still standing that could be pulled. We've got one leaning. They should be pulled by now and it's uncalled for. I'm embarrassed to have friends over. I moved into this neighborhood and I thought it would be a lovely development but we can be better than we're being. I will be happy to formalize it in writing and I'd be happy to take any of you on a walk through to show you what I'm referring to.

Mr. Taylor stated it will be recorded on record so we will have that in the next meeting minutes.

Ms. Holmes asked what do we do from here? What is the process?

Mr. Taylor stated you've touched on a couple things. A lot of them are street signs, which are CDD funded items. FPL is utility, pedestals are AT&T, and Comcast are utilities. We have relationships with those utility companies and obviously it's in the right of way so we physically cannot do the repairs, it has to be done by the utility company. The street signs we can take under advisement. I think it's in our improvement plan to upgrade. I don't know the timing of that. It may be part of the upgrade of this amenity to have some of those funds appropriated to what I call is a beautification project. The t-poles are a builder related item and that can be a phone call to the division head at Taylor Morrison.

Ms. Holmes stated I'd like to add, I was here at an HOA meeting and I was rather angry and I apologize for that. This neighborhood is loaded with those white and orange plastic stakes that I was told they're here for fiber optic reasons. I've circled five different developments and none of them have poles. They have them in one strategic location. I've since visited with Jennifer and she said well we have learned they can be cut down to a foot or so out of the ground. That's the least we could do because they're hideous.

Ms. Erickson stated they are land markers for the new fiber optics that they ran.

Mr. McCranie asked they're just survey stakes right now?

Ms. Erickson stated the thing is they basically took white PVC from the back of their truck and cut it down to one size.

Mr. Taylor asked it's got an orange rubber cap on it right?

Ms. Erickson stated yes.

Mr. Taylor stated it's a utility provided pipe. We don't give them the material to do that. You'll also see in gas communities pipes that stick out of the ground pretty high and you don't want to cut those off. There are some things we just have to work with the utility company on.

Ms. Holmes stated there are things we can just do better. It's just very sloppy. The finish off looks terrible in this development, at least in phase two particularly Majestic Walk Boulevard. I walk my dog a lot and I've even walked on the other side of the lake and it looks better than our side.

Mr. Taylor stated one thing on the power poles, in other neighborhoods I've been involved with there's usually a steel plate on the power pole that identifies the pole itself so as

another means of getting their attention you could call FP&L and give them that pole number and they will record it in their system as well.

Ms. Holmes stated Jennifer said they refuse unless it's really tilted.

Ms. Erickson stated it has to be tilted a certain percentage for them to fix it. It's an aesthetics thing versus needing to be done.

Mr. Laughlin stated I will say the more people that call them, the better.

Mr. Lewis stated do we pay per light, per month for the lighting? We don't own the poles.

Mr. Kern stated we can check the agreement. Jason will have one on file with FP&L for street lighting and it will probably talk to their terms and their requirement to maintain those fixtures.

Ms. Erickson stated I've called it in several times to them and the last gentleman I spoke with stated those are not tilted enough for them to do anything.

Ms. Holmes stated there's got to be something GreenPointe has the power to do with these.

Mr. Taylor stated there's really not. There are certain things that private and public entities have to follow. We can make the calls that you can make and that's what we will look into but these agreements that Gregg referred to are entered into by the CDD so the CDD has a lease agreement for these power poles and we'd have to look into the terms and conditions of that.

Ms. Holmes asked what about the pedestals with AT&T?

Ms. Erickson stated I've had appointments with AT&T to come out and look at the green boxes. I had another appointment yesterday between 8:00 and 5:00 and they did not show. I called at 5:00, nothing. They said I was on the roster. I waited for their call until 8:00, nothing so I have to reschedule again. Liam put me in touch with some contacts so I can try to push that a little bit harder. They have it on their agenda to look at the height to cut those down as well as replace some of the box covers because some of them are cracked. There was one street sign that is missing. When they finished phase two, the roundabout, they had going the wrong way. They had it going clockwise and it's supposed to go counter clockwise. Kevin has that in production right now so he said he's going to get that installed as soon as he can. The power poles, I spoke to Eric at Taylor Morrison. He stated those were on the agenda and I told

them I needed them down in the next 30 days and he said he would need that time to get those done. The hole that you had spoken about, over by the roses, I contacted the landscapers and it is not a District-owned piece, it's owned by FP&L so I will contact them come in and put a new cover on that. Honestly the landscapers should have brought that to our attention but they did not.

Mr. Lewis asked is there an address we can have Carol send the photos to or do we want them to go to the HOA?

Mr. Taylor stated there are two offices residents of the community can report to and that's GMS and Jen.

Mr. Laughlin stated I have business cards I can give to you after the meeting.

Ms. Holmes stated again, I'm sorry to be here with this bad timing but we can be better and I know that.

Ms. Karen Boyce, 85074 Majestic Walk Boulevard, stated did you say the CDD has no control over the swale? Is that the HOA?

Mr. Taylor asked what swale are you referring to?

Ms. Boyce stated the front one from the sidewalk.

Mr. Taylor stated every road has a right of way and from the curb back to the sidewalk is usually dedicated for utilities and they're different for each street but let's just say 13 feet beyond the curb is public right of way and that would be standard dimensions so you have public sidewalk and then the grass and that's all public right of way. We dedicate those right of ways to the utility companies to put their facilities into the ground so anything they put in the ground they have to maintain.

Ms. Boyce asked so that is really controlled by utilities, we just have to mow it?

Mr. Taylor stated yes.

Mr. Kern stated the challenge is they have the right to put their utilities there and we have less control over them because they do have the right because it's a public right of way so when you have providers like AT&T and Comcast, we don't pay them to come in, they come in because they want your business but they have a right to be there so it's a little bit of a tricky relationship to manage in that sure, we want everything to be exactly right with no broken boxes but we don't have a lot of leverage over them so it's a constant management thing. I see

it especially in neighborhoods that are still being built and there's constantly a box being run over, or dug up, or a pole being hit and you just have to manage the relationship.

Mr. Taylor stated there are legal documents between entities so there is some enforcement and we have to get the District counsel to look at that.

Ms. Boyce stated I guess my impression was the CDD had some control and they allowed the utilities to be there but it sounds like they have more control.

**SEVENTH ORDER OF BUSINESS                      Financial Reports**

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

Mr. Laughlin stated the check register is for \$53,321.45.

On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor the check register was approved.

**EIGHTH ORDER OF BUSINESS**

**Next Scheduled Meeting for March 19, 2019 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach**

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Bock seconded by Mr. Lewis with all in favor the meeting was adjourned.

  
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 Secretary/Assistant Secretary

  
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 Chairman/Vice Chairman