

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 Wednesday, December 11, 2019 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034.

Present and constituting a quorum were:

Gregg Kern	Chairman
Mike Taylor	Vice Chairman
Rose Bock	Supervisor
John Murphy	Supervisor
Mike Harbison	Supervisor

Also present were:

Daniel Laughlin	District Manager
Jason Walters	District Counsel (by phone)
Dan McCranie	District Engineer
Bob Johnson	Evergreen Lifestyles Management
Michael Molineaux	Evergreen Lifestyles Management

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 2:01 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Leon Witko, 85069 Apopka Court, stated inside of the package there is an easement for AT&T. Communities like this don't look at easement rights. They say it's a public road and no, it's a private road. The property owner can dictate within the contract. It's not advantageous to the homeowners. Other associations actually bargain. The map that would have showed where this easement was is not shown there. It's the owner of the property that gives up that grand deed. I also noticed it was for \$10. That's ridiculous. If we lend something to our Board it costs us like \$25, \$50 or \$75 and they're getting away with \$10. If they only have 300 customers at \$300 they're making \$1,000,000 in four years or a quarter of a million every year. There's going to be 950 houses.

THIRD ORDER OF BUSINESS

Affidavits of Publication

Copies of the affidavits of publication for the rulemaking hearing were enclosed in the agenda package.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Consideration of Appointing a New Supervisor to Fill Vacancy (2022)

Mr. Kern stated as we've done in the past if there are any residents that have applied and have a resume in the agenda package if you would like to, speak and introduce yourself.

Mr. Mike Harbison, 85186 Champlain Drive, stated I've had a 40-year career in finance, including public revenue funding and general business. I worked for Seagram for 20 years and was a CFO in the beverage business. I've been involved in a number of projects over the years, including a \$200 million motion picture complex in the Brooklyn Navy Yard in New York City. I'm retired now. Why do I want to be on the CDD board? There are two issues. One is just to be able to communicate and represent the residents. The second is enhanced communication with the residents because there is a lot of misunderstanding about what the CDD is and the HOA and the differences and that causes various anxieties so if I can improve that it would be great.

Mr. Taylor asked how long have you lived in the neighborhood?

Mr. Harbison stated almost a year and a half.

Mr. Taylor asked how about you Mr. Robinson?

Mr. Jeffrey Robinson responded since July of last year.

Mr. Murphy stated in addition to Mike's experience and background, he didn't mention that he was a former member of the Winter Park Economic Development board and has worked on various task forces and was a member and treasurer of a 500 resident community in New York so I think he does have some experience beyond his business experience that would be beneficial for the Board to consider.

Mr. Taylor stated I assume everybody understands the roles and duties of a board member for the monthly meetings.

On MOTION by Mr. Kern seconded by Ms. Bock with all in favor appointing Mr. Mike Harbison to fill the vacancy was approved.

B. Oath of Office for Newly Appointed Supervisor

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

Ms. Bock stated it's good to see the same people here every time we meet and it's always good to see new people and we hope you'll come back. Don't be discouraged if you are not nominated this time by this Board because eventually the three of us will go away. Apply again because we need people who are interested and who have followed the progress, or what you think is a lack of progress that we make.

Mr. Taylor stated we could have legal counsel go over the guidelines for the next board seats.

Mr. Walters stated we have our elections every two years so next year being an even year will be the election cycle and I believe at that point both of those seats transition to resident elector seats and there will be one remaining landowner elected seat. We have met the threshold, I believe, for the number of residents in the district to begin that turnover provision where the upcoming seats will be elected at the general election.

Mr. Laughlin stated I'll have a talk with Mr. Harbison after the meeting about the Sunshine Law and such.

C. Consideration of Resolution 2020-01, Designating Officers

Mr. Laughlin stated I'll read out our current slate of officers and then I think the easiest would be a motion to keep the designations the same while adding Supervisor Harbison as an Assistant Secretary. Currently we have Supervisor Kern as Chairman, Supervisor Taylor as Vice Chairman, Supervisor Murphy as Assistant Secretary, Supervisor Bock as Assistant Secretary and from my officer we have James Perry as Assistant Secretary and Treasurer, I am Secretary and Assistant Treasurer, Dave deNagy, which we should remove him since he is no longer with us, is currently Assistant Secretary, James Oliver is Assistant Secretary and Ernesto Torres is Assistant Secretary. The people from my office are listed as officers for document and check signing purposes. I look for a motion to remove Dave deNagy as Assistant Secretary and adding Supervisor Harbison as Assistant Secretary.

On MOTION by Mr. Murphy seconded by Mr. Kern with all in favor resolution 2020-01 designating Supervisor Harbison as Assistant Secretary and removing Mr. deNagy with the remaining slate of officers staying the same was approved.
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FIFTH ORDER OF BUSINESS

Approval of the Minutes of the October 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 October 15, 2019 meeting were approved.

SIXTH ORDER OF BUSINESS

Ratification of Date Change for the Public Hearing on the Amended and Restated Rules of Procedure

Mr. Laughlin stated the public hearing was originally scheduled for the November meeting, which wasn't held due to quorum issues, so I need to ratify changing the date to today.

On MOTION by Mr. Kern seconded by Mr. Taylor with all in favor changing the date of the public hearing on the amended and restated rules of procedure to December 11, 2019 at 2:00 p.m. was ratified.

SEVENTH ORDER OF BUSINESS

Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure; Consideration of Resolution 2020-02

On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor the public hearing was opened.

Mr. Murphy stated thank you, Mr. Walters for clarifying a couple questions that I had regarding some of the issues within the rules of procedure and also for explaining that most of it is a pro forma to comply with statutory changes that the State of Florida had put in place so that our CDD rules and procedures are compliant with that, and that we do this periodically to refresh this after changes to the laws and so forth.

Mr. Walters stated I think when we first had consideration of setting the public hearing, I included a memorandum outlining the basic changes, but as I've discussed with Supervisor Murphy, this is something we do every four or five years. We start when the district is formed with a comprehensive rules of procedure, which you can see govern high level district

operations and a lot of that is based on statute. You can see the references throughout that document so about every four or five years my office goes through collectively and does a comprehensive update and then this is something we roll out to all of the districts that we represent so close to 200 districts will have the identical rules of procedure you see in front of you, so this isn't an exercise that for Amelia Walk we felt there were problems or needed to be changes, this is something we do on a regular basis to make sure we're in conformance with statutory provisions and best practices.

Mr. Taylor asked were there any substantive changes or is just mainly cleanup and adoption of the state changes?

Mr. Walters stated they're all substantive on some level but the bigger ones are ones that are candidly probably now going to be behind us as we come to the completion of construction but there were some changes on the procurement side. Over the last few years it seems the hot button issues with the legislature have been the ethics and public records and those type of provisions, which we will always deal with. We've brought to you over the years the legislative updates to highlight those as well so those changes have been incorporated into the rules but there is nothing that's going to be earth shattering or greatly alter our operations, it's just something we always try to do to make sure we're compliant.

Mr. Buddy Price, 85037 Cherry Creek Drive, stated I just have one question. What changes were made that were not required by statutory requirements?

Mr. Walters stated for example the statute may say under procurement, if you receive zero responses, then you proceed in the manner most expeditious to the Board and we provided some clarification guidance on that. There's nothing earth shattering, but where there are statutory provisions that say do X, Y, or Z, but they're pretty non-comprehensive in guidance on that, sometimes we will provide additional provisions but there was nothing largely substantive in terms of the non-statutory. Most of it was cleanup on the language and making sure any references were accurate as well.

Mr. Leon Witko stated first of all I have to comment to the Board on reaching the level of speech on mic. This is the first meeting in years I finally heard whoever was on the other side of the line talking. As far as the rule changes, even though it was stated there was nothing significant in what changes there might have been, it would have been nice to see that.

Mr. Laughlin stated I believe there was as redline version in the previous agenda a couple of months ago when we first set the public hearing date. The agendas are available online.

Mr. Leon Witko stated there are things that are done that we don't know until after the fact rather than just saying we had a meeting.

Mr. Laughlin stated this was in the agenda for the previous meeting if you want to look. The redline makes it easier.

Mr. Steve Lane, 85014 Majestic Walk Boulevard, stated I'm trying to empathize with my neighbor right here. Being that there wasn't a meeting last month and things were done the previous month, I tried to read the email, but it doesn't seem like there is a carry-over so obviously nothing was happening in November, but something might have happened in October. Could we put that in?

Mr. Laughlin stated this is the same agenda from what would have been the November meeting. We just want to finish the public hearing on the rules of procedure while it's open.

On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor the public hearing was closed.

On MOTION by Mr. Murphy seconded by Mr. Kern with all in favor resolution 2020-02, adopting amended and restated rules of procedure was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Roadway Easement for AT&T

Mr. Kern stated I had this one added to the agenda and just a general comment, this is in regard to the new phase four construction. We've entered into many agreements with AT&T. District counsel has reviewed it on our behalf. Jason, this is a particular item on the agenda that a resident made a comment on in the opening comments. Would you perhaps give us a rundown of what that easement language allows for?

Mr. Walters stated I think a lot of the focus of that comment was on what I will call the price of that easement, if you want to call it that, or getting something out of it. I'll make a general comment about that first because it's very important. The roads within the community are public roads. The entity that is meeting today is a public body created by statute and

governed by all of the rules that other public entities are, including cities and counties. One of those very explicit provisions in the state law is that cities, counties and other local governments are prohibited from charging access fees, right of way fees and everything like that for telecommunication. Part of that is because they don't want a patchwork of doing business in this city costs you this much and then they're playing favorites and everything else, so the legislature has prohibited local governments from assessing those type of fees for right of way utilization for telecommunications, so that is why we don't charge a fee related to this; it's because we are expressly prohibited from doing so. I candidly wish it wasn't that way because that would be a good source of revenue, but the legislature in whatever their wisdom may be, has decided that is not something they're going to allow. In terms of the roadway easement itself, this is something that Mr. Kern forwarded to me and I did provide revisions to that. It's a fairly straight forward easement agreement that you would see in right of ways everywhere else. The key language if you look down is the second or third paragraph related to the indemnification. That's something we require when anyone goes digging through our dirt or within our right of way and that provides that AT&T will indemnify, defend and hold harmless the district so if there is any damage to any property or any liability associated with them digging or installing their facilities they have indemnified the district for that ability to do so, which is critical for us. The other language provides that they can provide access and repair to those facilities if there is a break in a line, they have the ability to do that and it requires them to maintain and restore that property to its prior state if you will. This is the easement that has been negotiated. We have gone back and forth with AT&T over the phases and candidly, throughout the state on several of their easement documents so we've beefed up the language in terms of protecting the district, but the reason we don't have those fees associated is because we're not allowed to.

Mr. Harbison stated in Winter Park when, I think it was the predecessor to Comcast, was proposing a plan to provide free public access internet, as a member of that board there I said we should charge them and they said, but it's free, and I said yeah, but they're getting access to our network and getting access to our residents in the sense that they were going to be logging things and they were going to be tied in some ways to Comcast. The resolution was they provided some free service in a bunch of other area schools and stuff like that. Is that

different than this situation that you can't charge access fees and what we did in Winter Park wasn't an access kind of fee?

Mr. Walters stated I've seen things like that before. There is an attorney general opinion out there that, I'll call it 'frowned' upon that. The other interesting wrinkle of this is that cities and counties and other local governments are prohibited from charging those fees, however there is a fee that be allotted that goes into a statewide pool so you're not trying to negotiate individual contracts, but there can be those fees charged that go into a pool, if you will. The unfortunate news for us, is that is only distributed to cities and counties so we are prohibited from charging the fee upfront, and we do not get to participate in the pool telecommunication right-of-way fees that are charged throughout the state. Some people have looked at that as a way around it. At the end of the day, when you're dealing with a community, especially with a few hundred homes, versus the city of Winter Park, which has 50,000 homes they're trying to make a business decision in terms of I have to spend all this money up front and I'm not going to charge anyone for that up front installation and it has to make business sense, so we've generally taken the position that they will charge the rates that the market will bear and people will choose to use them or not, but it's an expensive proposition to lay miles of cable and oftentimes I've got a couple communities where you can't beg someone to come in. You almost have to pay them to come and do it because it's such an expensive proposition but that is the unfortunate rub of the pooled resource fees is that we don't get to share in that pot, it's only cities and counties.

On MOTION by Mr. Kern seconded by Mr. Taylor with all in favor the roadway easement with AT&T was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Walters stated to the point about statutory changes and how we implement our rules, the legislature has a meeting in terms of their committee weeks. Their general session does start in January and as we've done in the past, we will provide the legislative updates. The first couple of those have come out, so I will distribute those to the board members and for the newer board members, essentially what we do is monitor all the bills that are filed that would specifically impact district business so if there's amendments to chapter 190, which governs

district operations, or chapter 112, which deals with public officers and things like that we monitor those, see where they're going and then we provide an update to the board so you'll start to see those coming out. Again, it's fairly early in the process as we get into late January early February we will have a better idea of which proposals have legs, which ones are getting sponsors and traction but when you get those reports feel free to reach out to me if you have any questions and we will provide an update at the next board meeting as well.

B. District Engineer

1. Ratification of Requisition Nos. 59 (2018A), 54 (2016) and 29-33 (2018 Area 3B)

Mr. McCranie stated number 29 is to Hopping Green and Sams for legal services for phase 4A. Number 30 is for Earthworks for construction of 4A. Number 31 is to Earthworks for construction of phase 5. Number 32 is the application fee for the revisions to phase 5 payable to Nassau County and number 33 is the pre-construction meeting application fee to Nassau County. Number 59 is the 4B portion of Earthworks contract and number 54 is from an old bond amount, which we approved two months ago to Sundancer Sign Graphics for the signage, that for some reason two years ago never got paid.

Mr. Murphy asked that's from 2017?

Mr. McCranie stated yes but we talked about it two months ago and we found that it had never been paid and was due, so we approved it two months ago and I prepared the requisition.

Mr. Laughlin stated I believe that was billed to us about a year late, so the Board at the time was not going to pay for it due to that error. This was I think early 2018.

Mr. Kern stated yes, we wanted to look into it to make sure it hadn't been paid previously and it came full circle another year later. We did the research on the district accounting side and determined they had not been paid in full.

Mr. Harbison asked is this schedule of requisitions what you were just referring to?

Mr. McCranie stated that is a printout of all the different requisitions that have gone through, how much they're for and who they go to.

Mr. Harbison asked so the 54 that you just mentioned?

Mr. McCranie stated that's a different one because it's a different series. We've got three different series going on.

Mr. Murphy stated in reviewing the requisition listing you put together, 1-54 paint the picture of requisitions without reference to what bond issue they're associated with. In subsequent sections of the agenda you do break out requisitions under the different bond issues and I was going back and forth, and I did find how it was done. I don't know if you're going to continue to do that but if it would be possible to make reference to the bond issue because I think that's the driving force behind how they're linked.

Mr. McCranie stated not a problem.

On MOTION by Mr. Murphy seconded by Ms. Bock with all in favor requisitions 59 (2018A), 54 (2016) and 29-33 (2018 area 3B) were ratified.

2. Acceptance of the 2019 Annual Engineer's Report

Mr. McCranie stated every year I do an annual report. It's supposed to be done in June or July, so I apologize. It is typically for the trustees, but it comes before the Board for review. If you have any questions, please let me know.

Mr. Murphy stated I spent some time with one of our residents who is here today concerning the intersection of the Calumet Drive and Berryessa Way and I've been told that he was told a long time ago that repairs were to be made from damage that was done, and that hasn't been done to date. I'm hoping we can be more responsive in the near term to that issue. In addition to that, your pictures clearly reflect the damage to the curbing at that intersection, however when I went out and met with the resident, if you look at that intersection there is certainly depression and lowering of the surface of the road, which may need to be repaired. I don't know if that's under your purview or scope. I didn't see it mentioned here or any reference to that. Do you have a general idea of what I'm talking about?

Mr. McCranie stated yes, and we have looked at that and there doesn't seem to be a failure. We had Earthworks go in about a year ago and they did not find any specific failure there because that was one of the items way back when that we thought we were going to be fixing during construction of phase three. Based on timing and everything else, for some

reason Earthworks couldn't get to it because of the speed of what happened. We have been recommending it to get repaired. I've got some other things to talk about with these areas, Mr. Geiger's area and the Santorelli cul-de-sac. I know it's important to Mr. Geiger, but the driveway area is not a structural item, its aesthetic, so it's not a problem to the community; this is, so in general for the way the project is, the subdivisions will maintain in good shape for its age. That's really what the annual report is for.

Mr. Kern asked and you'll go into more detail on that specific item?

Mr. McCranie stated yes.

Mr. Murphy asked would you be able to specifically attach a timeframe for when these things would be done?

Mr. McCranie stated no, because I don't do the construction. If we get past the annual report, I'll get to that and all of our attempts to get price proposals to get the work done.

Mr. Taylor asked does it comply with all of the requirements of the trustees?

Mr. McCranie stated yes, it does.

Mr. Harbison asked by trustee you mean the bond trustee?

Mr. Laughlin stated yes, it's a requirement to have this done annually within the bond indenture.

On MOTION by Mr. Taylor seconded by Mr. Kern with Mr. Murphy and Mr. Harbison opposed the 2019 annual engineer's report was accepted.

Ms. Bock stated if it was supposed to be done in June, I didn't know that, so maybe you're the only person who knows that. How do we get it done timely?

Mr. McCranie stated what happened is late June or early July is when it pops up, usually Courtney or somebody at GMS reminds me and then it takes me some time to get the report done so I need the Board and I'll ask GMS as well to help remind me to get it done. This is the first time it's been this late over the last 12 years.

Ms. Bock asked but is it due in June or is that when you're allowed to start it?

Mr. McCranie stated it's due in June or July. I don't know the exact date.

Mr. Taylor asked did we get any notices of default for not presenting it?

Mr. McCranie stated no.

Ms. Bock asked can you tell us then that you're going to get all the reminders you need, and it will be done in June of 2020?

Mr. McCranie stated yes. At the last meetings and through earlier meetings with Mr. Geiger we were asked to go look at the cracking that it still there and I did, and I've got some pictures. It was repaired with a concrete patch over it that is now spalling and being removed so you can now still see the crack into the curbing that is in front of his driveway.

Mr. Taylor asked do you know who did the repair?

Mr. McCranie stated Earthworks did the repair while they were finishing up phase three. It did not hold so whatever it is, it is not adequate. On October 24th we did a walk-through of phase four and at that point in time we also met with Earthworks, described the cul-de-sac work that we needed a proposal for, as well as Mr. Geiger's and the corner work. On October 25th you, Mr. Murphy, had emailed asking where we in that status are, and I let you know that we had asked for a proposal and we had just done the walk-through. The request went in and I did a second follow up with Earthworks reminding them to give me a proposal on November 8th. On November 12th you had followed up to find out where we are, and I told you I'm still waiting, and you said please give it to me as soon as you get it. On November 12th I sent another request and then sent another request on December 4th. On December 9th you also then sent an email asking me and I still don't have any proposal from Earthworks. That's why I can't give you a date because we don't do the work. I can just ask for the work to be done.

Mr. Kern stated I know you've been making efforts to get the proposal. I received one today from them. If you'd like, we can share it with Dan to have them do a review both on the Williston cul-de-sac and the intersection. Ultimately, to Dan's point, we need a proposal. We can review it as a Board, take the engineer's recommendations on his review of it and then decide to take a motion from there. That would ultimately drive the timeline.

Mr. Murphy stated but you just got it today.

Mr. Kern stated yes, so I was able to print two copies and brought them with me.

Mr. Taylor asked is there a threshold requirement that we have to get more bids if it's over a certain amount?

Mr. Kern stated these are provided to us in the form of a change order to their current contract so Jason, correct me if I'm wrong, but I think we wouldn't need to do a formal public bid if we're going to do a change order to the existing contract with Earthworks.

Mr. Walters stated no if it's a change order we have the change order process for that, which Dan is familiar with and we've done a few times in the past on several projects. How much is the amount in question?

Mr. Kern stated one in the amount of \$37,000 and the other in the amount of \$22,000. The repair at Calumet, and I haven't had a chance to look at the line items, the break down and unit costs, is just over \$37,000.

Mr. Walters stated we do not have any procurement issues there. It would just be a change order to the existing contract we have with them.

Mr. Harbison asked can I ask a question about the procedure? You have a relatively small issue that Earthworks repaired, and it didn't work or whatever. Are they getting paid for that work in whatever form?

Mr. Kern stated for some background, I think what they had done in the past was some patching on the curb.

Mr. McCranie stated yes, and they didn't charge for that and we didn't pay for that.

Mr. Kern stated there was some belief that it was caused by phase three, so we agreed to participate as a district and take care of that effort and I think Earthworks did it at no cost. This is a separate item that has been somewhat ongoing. There was an investigation done as Dan mentioned. My understanding is that they ran TV cameras through the storm drain, which crossed that intersection there. The concern was a depression in the asphalt could be due to a leaking storm drain and that storm drain leaking is letting the road base go through and ultimately the asphalt dips. They ran cameras through and there were no leaks identified in the storm drain, so that's part of that investigation of that repair, so we feel confident now that it's basically going to entail removing a section of that asphalt, releveling all of the road base material, compacting everything to meet the standards and then I think there is some curb replacement as well as rebuilding the inlet itself. Most of those on the intersections are generally poured in place so I think that's the scope. Dan might be able to identify better on that proposal.

Mr. McCranie stated yes, and we probably need some time to check out the quantities and everything else.

Mr. Harbison stated we don't need to approve it right now, but I would like to hear about that.

Ms. Bock asked do we have any recourse when someone ignores requests? Is there anything in our contract with them that requires that?

Mr. Taylor stated I would think not on this because we're not going back to the contractor that did this original work. I'm assuming it was a different contractor.

Mr. McCranie stated yes it was AJ Johns.

Mr. Taylor stated I think what Mr. Kern has been trying to do with Dan's help is to solicit people that are on site to get the lowest price and they have their other job to complete on time so it's one of those scheduling things but now that we've got that he can review it and we can make a motion probably at the next board meeting to authorize the change order, assuming everything checks out, and then get into scheduling the work.

Mr. Kern stated the only other thought I have is we could do a designee potentially in the interim that could work with the District engineer.

Mr. McCranie stated you guys as a Board could authorize Mr. Kern up to this total amount and then if for some reason this is too high for some units or something like that, we can push them down.

Mr. Kern stated yes, a not to exceed and then we wouldn't have to wait until a January meeting, assuming we have a January meeting.

Mr. Taylor asked so what was the total amount?

Mr. McCranie stated the first is \$37,730.05 for the repair to Calumet intersection and for the repairs to the Williston cul-de-sacs it is \$22,461.18.

Mr. Taylor asked is that the one with the curb that was holding water?

Mr. McCranie stated yes. They would be demolishing 130 feet of curb and installing 130 feet of curb, removing driveway pavers and replacing those driveway pavers. Then there's asphalt, asphalt patch, demo inlet tops, replace inlet tops, surveying and mobilization.

Mr. Taylor asked are they doing this work by a design or based on their field experience?

Mr. McCranie stated by their field experience knowing it's not changing much; it's just fixing the slop of the curbing.

Mr. Kern stated well theoretically we're going back to the original design.

Mr. McCranie stated exactly. I don't think it was ever built at 0.3 percent slope. It might be 0.2 or 0.15.

Mr. Kern stated so the direction essentially was get back to the original design so you have a design that you're going off of.

Mr. Taylor asked this is in phase two?

Mr. Kern stated phase two and phase one is the Calumet item. My only other thought then is funding this. That's almost \$60,000. Dan, I know we have a road reserve line item. It seems appropriate but is there anything in the budget for maintenance and repairs?

Mr. Laughlin stated not really in that amount. We have the capital reserves, which essentially is road repairs.

Mr. Taylor stated if you look under section X, tab A, page three, what he is referring to is the reserve amount.

Mr. Laughlin stated so we do have \$100,000 going into reserves this year from the general fund so that money can be used. That was in the long run for saving up for when the roads do need to be repaired, which is going to be pricey.

Mr. Kern stated Dan, if you'll notice in Dan McCranie's annual report there is a mention of the life expectancy of our roadways. Most of them, of course phase four or three, and even phase two are out in 2030 or so, and phase one is the one that by Dan's report is expected in the next three to four years to have significant repairs.

Mr. Murphy asked does that encompass from the entrance all the way up to the beginning of phase two?

Mr. McCranie stated yes, it is all of the phase one roadways. Assuming that we would mill and resurface with an inch of asphalt.

Mr. Kern stated I think we've done reserve studies in the past although they may be dated at this point so it may be worthwhile to do that again to understand that dollar amount.

Mr. Laughlin stated yes, the previous board had a specific road reserve study done to look at the costs.

Mr. Harbison stated we would resurface roads from the beginning of the community even while we're doing phase four and five?

Mr. Taylor stated that's up to the Board to contemplate.

Mr. McCranie stated that's why we have that back entrance to get most of that construction equipment using the haul road.

Mr. Laughlin stated ideally, we should be done with construction by the end of next year so by the time the roads need to be repaired construction should be done.

Mr. Kern asked Dan, is any of this work that we're doing now essentially being redone in the three or four years when we come back and mill and resurface everything again? Particularly phase one.

Mr. McCranie stated not really because if you look at Calumet, the paving that they have to do and the asphalt patch you would have to do twice.

Mr. Kern asked so you would mill and resurface around that patch?

Mr. McCranie stated no, I'm going to mill and resurface the whole road so this \$3,654 would basically get thrown away because we would not want to patch even though it's newer asphalt.

Mr. Taylor asked I'm assuming you don't want to wait another year?

Mr. McCranie stated no.

Mr. Kern stated if we could identify the curbing or something that is critical, I hate to have sump costs but if it's that to that tune I don't think it's a large dollar amount.

Mr. Taylor stated I would vote that it's not worth carving that out.

Mr. Kern stated the expected life of the repairs is an estimate of course. That's not to say that in three years 100% of the road looks the way it does today would we feel the need.

Mr. McCranie stated we could check it out at that point but just knowing at that point we are on borrowed time, because 17 years is a long life expectancy, but maybe some of the smaller roads don't get quite as much traffic we might be able to do the roads in different phases based upon where we are. Right now, they look good so they probably will last longer than three, especially with the patches that we did a few years ago.

Mr. Kern stated I just wanted to make that a point of conversation for the Board. We do have the road reserve in the budget, which is great, but more than half of the budget for this year would go toward these two repairs.

Mr. Taylor stated just note that reserve is going to have to go up in years forthcoming because it's not going to be sufficient. If you look at the report, it's more than \$100,000.

Mr. Kern asked Dan, how do we initiate another reserve study?

Mr. Laughlin stated I'll go out and get proposals. There are about three or four companies that do it so I would just bring proposal back for the board to approve. I can do that for the next meeting.

Mr. Kern stated I'd be interested. We invested heavily in the amenity center and the facility here and we have some new roadways. I think the sooner we can start capturing a dollar amount then we can start reserving for it. It's a smaller amount today than it is 10 years from now when we have to fix something.

Mr. Laughlin stated it's possible there might have been some sort of clause in the previous reserve study that would allow us to update it for a smaller cost, so I'll look into that too.

Mr. Kern stated so to come full circle, do we want to allow me to work with Dan on a not to exceed?

On MOTION by Mr. Taylor seconded by Mr. Murphy with all in favor authorizing Mr. Kern to work with District staff on facilitating roadway repairs in an amount not to exceed \$60,000 of reserve funds following review of the proposal provided was approved.

Mr. Kern stated Dan and I will work diligently as soon as he's completed his review unless there's something major, we have to discuss with the Board.

Mr. Taylor stated one comment to the general public; there is still a lot of construction activity and a lot of builder activity. If you see any trucks that we don't control damaging curbs or other facility improvements, we have Evergreen that does site inspections too, but we can hold onsite contractors accountable if we know about it in time so if you bring those to our attention or take a picture it shouldn't be incumbent upon the residents to pay for this.

Mr. Kern stated once Dan and I have the schedule I will get that to Daniel Laughlin and we will update the Board, and of course the residents too, because that work is going to happen right in front of your house so we want to make sure staff can help me notice the residents. There will not be access to driveways during that work. That will give us a completion timeframe as well.

C. District Manager

There being none, the next item followed.

D. Community Manager - Report

Mr. Johnson stated I think most of you have either seen the emails or met Michael Molineaux in person so I'm happy to welcome him aboard here to Amelia Walk. He's been with us for close to a month now and he's spent a lot of his time up here doing a lot of good things. Personally, just working with Michael has been great so far and the feedback from the homeowners that I've been copied on has been really good. He's got a really good eye and a lot of experience and he's done a lot of little things already that you may have noticed around the amenity center and around the community so we're certainly happy to have him on board and you can find him here in the office.

Highlighting some of the maintenance items that have been completed, again these were all done by Michael. We had the striping of the parking lot lines redone. Some shrub replacements around the parking lot. The gym hallway bathrooms light switches were replaced with motion sensors. We replaced the plastic structure housing the pool chemicals and a damaged receptacle on the gym floor. A damaged sensor clip for one of the treadmills. We added some river rock around the gazebo area. We don't have gutters on the gazebo and it's very costly to install them and we were noticing a little bit of runoff at the base, so just putting a little bit of river rock to match what is already around the tennis courts from our landscape company. A lot of small, not very costly projects but will definitely improve the appearance and address some issues like the erosion. I had some trees limbed up around the amenity area and then we've placed the outdoor fans that we hadn't been able to determine why they weren't working after the renovation on a timer switch, which is right outside the door here so folks can turn the fans on but the timer switch allows them not to be running all day and night.

Some of the other items that are in the process of being completed; Michael did a ride around with Onsite Industries last week to identify any missing or damaged signs throughout the community and we're awaiting their proposal. We have a damaged monitor on the first machine when you walk in to the gym on the right. We've sent in that warranty request. Recently last week also the Christmas wreaths went out. This building was obviously decorated and we had some power issues with the GFIs and the breakers up front, so they've been addressed on each side of the entry and those also contribute to the lighting of the Amelia Walk entry signs and I know the sign on the exit side the lights kept tripping so we've had that

addressed and Christmas lights are being installed today. We have Coastal Current coming out tomorrow to address the island portion where we had some other GFI issues and that's where that lighthouse-looking structure is. The other thing we're working with North Florida Irrigation who services our fountains for a proposal to replace some of the timers and check some of the lighting on the fountains. There's a lot of old equipment with those timer boxes for the fountains so they intermittently go out and we've had reports from homeowners that the lighting isn't very consistent and I think it has to do with the older timer equipment and power issues.

We have a couple of bids and proposals in the packets today. Both are suggestions from Michael. The first is the addition of an outdoor bench in the gazebo area just to the right. We have a picture of where it would go between the two columns on the right-hand side. This would be a six-foot black powder-coated bench. The cost would be \$759, plus shipping, which shouldn't exceed \$1,000 and then we have a maintenance person on staff who would cement them into place and I think we would charge a small fee for that so it would be around \$1,000 for the project.

Mr. Taylor asked would that be bolted down?

Mr. Johnson stated yes.

Mr. Kern asked is it in the budget?

Mr. Johnson stated it's not a specific line item in the budget but we have general maintenance and lines like that, that we usually don't exceed or reach.

Mr. Taylor stated I don't see it in the budget.

Mr. Laughlin stated it's the facility maintenance line item.

Mr. Taylor stated okay we have \$5,000. What was your other item?

Mr. Johnson stated a bike rack for the pad that's right off the parking lot over here. It would be the same company so the shipping costs would be a couple hundred bucks for the two items total. I've used them before so the cost for both items is \$1,050 and then you're throwing in around \$300 for shipping and our maintenance guy can bolt those in.

Mr. Taylor asked and the third item was sealing the deck work?

Mr. Johnson stated yes. That was a request from the Board.

Mr. Taylor asked was that included in the contract for the renovation?

Mr. Kern stated it was not. It was actually supposed to be removed because it was built out of pressure treated lumber so it has to adhere and they would be long gone by the time the work would actually be done so we removed it to be done at a later date.

Mr. Taylor asked so we had a credit for that item out of that contract.

Mr. Johnson stated I think the two amenity outdoor items would not exceed \$1,500 and then obviously we have proposals for the staining.

Mr. Harbison asked when we do something like take it out of the facility maintenance line item, do we adjust the adopted budget, especially for bigger items? Or for example, the decorations for holidays are zero.

Mr. Laughlin stated I'll have to look back but I think we moved the decorations fund this year to special events so it all comes out the special event line item.

Mr. Kern stated when it comes to budgeting season we will go back as a Board and review the actuals and adjust line items if necessary to adopt the budget for the next year.

Mr. Harbison stated just so if we're going through it during the year we don't have to keep remembering everything.

Mr. Laughlin stated at the end of the fiscal year we do budget amendments, which are brought to the Board and it essentially just moves line items around so anything that is above or under budget kind of merges all together so it comes out even.

Mr. Johnson stated traditionally we would have a site improvements type line item. Obviously these were two things while walking the property that Michael thought that spot would be perfect for a bike rack and we've actually had residents come to the gym and leave their bike up against the side here.

Mr. Harbison asked what is the fiscal year?

Mr. Laughlin stated October 1st through September 30th.

Mr. Kern stated these actuals are October through November. There is a repairs and maintenance line under repairs and maintenance of \$40,000 but the actual is \$3,200 through November 30th.

Mr. Laughlin stated facility maintenance is more of a contract thing. Repair and maintenance is more of a catch-all for any type of repair or new item that's added.

Mr. Johnson stated I think we had a significant amount remaining last year.

Mr. Taylor stated I will support the bike rack. I'm open to discussion on the bench seat. I think it's nice to have. I think the sealing of the deck should occur. I don't know about a solid color. Is it transparent?

Mr. Molineaux stated there is a variation of choices.

Mr. Taylor asked does the price change based on that?

Mr. Molineaux stated maybe by \$100.

Mr. Kern stated I agree the sealing of the wood decking is probably important for long-term maintenance and operations costs. The bike rack seems very functional. The bench could be debatable. Maybe the resident board members could weigh in.

Mr. Murphy stated I think the wood staining of the deck definitely should be done. The bike rack is fine. The bench is nice and a great idea, but perhaps we should hold off on that so we can budget for it.

Mr. Laughlin stated maybe once it warms up a little bit in the spring.

Mr. Johnson stated we have three proposals for staining of the deck. Michael worked with all three companies and Hall's Quality Painting was the most competitive of the bids and I think Michael got a really good impression from them.

Mr. Molineaux stated I live on the island so I know the company very well.

Mr. Johnson stated so I think that would be our recommendation. They do provide two options there. The only difference being the actual paint used. One is a flood CWF UV clear wood finish and the other is a Superdeck solid stain so that's the question of do we go with clear or color; it's a \$100 difference. Again, we can do a not to exceed.

Mr. Taylor stated I would recommend a not to exceed and I'd like to see the color if it's a solid.

Mr. Johnson stated we can work with the Board.

Mr. Kern stated I can ask the architect who did the amenity renovation to weigh in and give us their selection and we can certainly go from there.

On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor staining of the deck in an amount not to exceed \$1,500 was approved.
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On MOTION by Mr. Taylor seconded by Mr. Kern with all in favor installation of a bike rack in an amount not to exceed \$1,500 was approved.

Mr. Johnson stated the last item I have is a reminder on the Holiday Fest event on December 20th. You should have all received an e-mail blast if you subscribe to those notifying everyone of the RSVP information and things like that.

TENTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Supervisors' Requests

Mr. Murphy stated you have mentioned this before, but Bob did get the information that we asked as far as the number people that are visiting the facility center included in a spreadsheet. I think we have over 300 or so and about 87 core people that have been coming into the facility, so I think that's a good start in utilization for our new gym.

Mr. Johnson stated that was 87 different residents visiting in November so that was just a one-month sample.

Ms. Bock stated if you go back to the minutes of the October meeting, page 13, the eighth order of business, the check register being approved for a total of \$72,066.71, Mr. Kern questioned the amount and Mr. Laughlin was going to check on that.

Mr. Laughlin stated I missed that. I'll send you an email tomorrow on it. I believe it was correct. I know I sent an email to the accountant.

Ms. Bock stated I just want to ask everybody that is involved in this Board with a job title to check these minutes because sometimes when you're looking at them you expect to have some answers and sometimes, they're not here so we can do better.

Audience Comments

Mr. Leon Witko stated going back to the easement, I understand the roads are not public roads, it seems they have not been accepted by the county or the city in which the community is being developed so therefore they are not public roads yet. Along that line, as far as giving out an easement it's ridiculous to say in perpetuity. You're giving away land. At this point these are still not official public right of ways so we can actually dictate to the utility company what utility size they plan to put in there, where they're going to put it in, which we haven't seen in the information that was sent out for this meeting and according to what Mike

says, that is when the utility companies come back and say we're doing our best and then they say well we can reduce rates. That's how it's done in the field because once they get those lines, they can put anybody else's cable in there and they're charging hundreds of thousands of dollars. It's not just one line, and especially future utilities as far as when they want to put a tower or anything, that's when problems develop.

Mr. Buddy Price stated if I recall in one of the previous meetings the conclusion on the asphalt on the cul-de-sac there was a problem with the installation; that it was not installed with the correct slope. I think I heard that again today that the slope is not what it was supposed to be. If that is the case, why are we paying for the repair if Earthworks put it in incorrectly? That \$22,500 should be a warranty repair as opposed to being a cost to the CDD. My second item is pond pumps. I talked to Michael and Bob about this earlier. The ponds are getting a little low because the water table subsides from the construction next door to the ponds. Those pumps are not inexpensive to repair and if they start sucking up dirt and gravel it will tear them up and that's a cost to us. They said they brought a guy in to take a look at it and he said the levels were okay right now. My comment is we have to get it in writing that if something does happen like that they pay for the repairs, not us. Another item is the entry area, I brought this up before with other issues, but the shared cost of the Village Walk community, that area from the road in, that section in particular related to future Christmas lights, sprinklers and everything else, we need to make sure there's some sort of formal agreement with Village Walk to share costs for road repairs or lighting or sprinklers. You guys said you are talking to them and doing that but I'm not aware of any formal agreement with that community and since they're not a CDD it would be with the community itself and would need to be set in place in the very near future so we're not footing the bill for their community. Lastly, I just wanted to get clarification on the future board seats. If I understood correctly, next year the two resident members come up for vote.

Mr. Taylor stated the developer seats.

Mr. Buddy Price asked and the voting on those will be by whom?

Mr. Laughlin stated they will be on the ballot when you go to vote for your elections.

Mr. Buddy Price stated so we the community get to vote on that, but you all still own the majority of the votes?

Mr. Laughlin stated no, it will be four residents at that point and one developer.

Mr. Buddy Price stated so at that time we will have the ability, if we want to, to put residents in that place?

Mr. Laughlin stated yes.

Mr. Dale Lewis, 85584 Berryessa Way, stated as you people on the Board know, you put mailboxes right across the street from my house. I've lived in that area for over two years and in discussions with Senator Rutherford's office, I gave you an email from them stating that the people that they talked to, meaning the post office, and at GreenPointe you guys would not or will not do anything for me. I guess you feel like if somebody moves into a house and lives there for almost two years that you can do whatever you want to, even though that is, from what you say, a common area across the street. I still feel like my rights have been infringed on. It wasn't the right thing to do. There's a good movie at the AMC theater that's being played right now, Mr. Rogers. I recommend it to you. I'm not going to stop coming in here, protesting, picketing, getting signatures, or doing whatever I can or whatever I have to do to get this alleviated. In your minds it's not going to make any difference. Maybe when the Board changes then something will be done. On Champlain they have cluster mailboxes on their property. They remainder of Berryessa and Banbury Court there is no common ground so what they have over here on Champlain, to my feeble mind, I don't see why you can't do it over there or why you didn't do it over there to begin with. Maybe it's a builder's thing and it's easier to sell a lot with no mailbox on it so just go ahead and put across from somebody else's house that's already been sold and problem solved. I don't think that's the way to do things in my opinion. I just don't think it's right. That's my speech for this month and I'll be back January 21st.

Mr. Steve Lane, 85014 Majestic Walk Boulevard, stated I'm going to talk with Michael and our new Board member because I want to get the difference between a CDD issue and an HOA issue. One of the things I was listening to this young man talk about our roads. You're saying possibly 17-20 years. If you've seen the vehicles, and I'm talking about major construction vehicles, going up Majestic Walk Boulevard, big heavy trucks; like 20 tons loaded. You really think our roads are going to last that long? Another thing, you were talking about phase five. As I understand it, nobody has bought phase five, so we don't have Taylor Morrison or Richmond so are we spending the money on something or is the CDD or state on all those improvements for a subdivision that we don't know who owns it yet? I understand

phase one, two, three and four. I understand four is going to be shared by Lennar and Richmond, but phase five nobody has bought that property, correct?

Mr. Taylor stated it's under contract.

Mr. Steve Lane stated I may be totally wrong, but he was talking about improvements for phase five. Are we footing the bill for something that we have no idea who owns, just like the suggestion he made about what was once a very beautiful entrance and now looks like crap and how big is that lake going to get, and are they going to share with us, and are they going to improve that? Another thing I need to get cleared up is we're talking about this roadway easement. How improved is that roadway easement going to be? Is it going to be gravel or paved? Could it be used as an alternative entrance and exit, which might save us a pile of money? Because the fire marshal told me we have one way in and one way out of this place. You guys have driven around here and everybody else has driven around here and this place is going to be a disaster. There are no way people are going to get out. Technically, we do have two entrances and exits if you count that road that goes between North Hampton and here, but that's shared with North Hampton, the Village and us and we're going to have four, possibly five, phases.

Mr. Laughlin stated I can clear those questions up after the meeting.

Mr. Leon Witko stated on this dirt easement on the east side that's been elevated to about five more feet the trucks still use that and originally, they said the county would never approve it. Somewhere along the line we got another builder and it got approved. We never received an explanation from the Board why it was never approved and all the sudden it became approved. Also, the elevation changed. Who is paying for that? Another question, on the financial report it was mentioned that in October of 2019 that there was \$1,217 spent for a lease. What lease?

Mr. Laughlin stated gym equipment.

Mr. Leon Witko stated also a lot of the construction down here, I think its phase two at the beginning, that sewer manhole that is elevated maybe three inches above the pavement, was that where they did the video scoping? It's been over two years now and it's depressed and with the heavy trucks coming over that sewer the road is further sinking down and along that line, where the roundabout is, in the Majestic area about the fourth house past the roundabout on the right there are depressions on the asphalt from where the contractor overfilled the debris

dumpsters. They're in about two inches. Right now in the new construction area there is in the roundabout if you go down Berryessa and you follow it around there are two houses off to the right, I believe after you're headed south on the right side, right before that home, there is a hole in the pavement about maybe eight inches away from the curb and gutter. It's maybe 8-10 inches deep and maybe a foot wide. It's been like that, for as far as I know, three months. Has anything been done to that or does something have to break a leg?

Mr. Laughlin stated we can have the engineer take a look at that.

ELEVENTH ORDER OF BUSINESS Other Business

Mr. Kern stated I met with the North Hampton HOA just prior to this meeting and they initially identified an issue with drainage in their community. They had some water that was coming up pretty high on some lots. After a lot of research and background they identified a beaver issue that they've located in the area between North Hampton and Amelia Walk. Apparently, there is a fairly large size beaver population that is doing what beavers do and building dams so they're damming up the flow of water through those wetlands through those conservation easements. They indicated they've been fighting with them for years so as you can imagine there are property lines drawn on papers where the beavers don't acknowledge that and cross both lines. They've asked for us to participate and consider limiting the amount of beavers, at least relocating or eradicating the beavers and clearing the dams to allow the water to flow as it should towards Lofton Creek. They already have a contract with a beaver trapper and a guy that is an expert. They're on basically a monthly service where this guy's job is to eradicate the beavers and keep them out. There are FWC permitting requirements and all kinds of things that go into it so I suggested to them that as a District and as an HOA, I also sit on that board, we are certainly interested in participating as good neighbors and I think there's an interest to us. Things that happen when the water stages up is of course it potentially could come up so far if they build an impressive enough dam that it would block our outflow level and it could potentially cause drainage issues for Amelia Walk, although I don't think we've seen that yet. The other thing it does is it leaves the water table high in the wetlands, which kills vegetation and trees and you'll have significant tree loss, so I think there's, in my opinion, an obligation there to maintain our portion of those easements. I would make the suggestion and I'm happy to solicit proposals that we engage some beaver expert.

Mr. Taylor asked were these wetlands dedicated to anybody?

Mr. Kern stated yes, they're conservation easements so they're recorded. There's a line that separates us and North Hampton. The majority of that wetland is on our side of that line.

Mr. Harbison asked wouldn't Village Walk have an interest in this too? Because they just border the conservation property.

Mr. Kern stated yes, they are another party. As you chase the wetland, because it doesn't just stop at our property, it's their property, our property, their property and actually would continue on north of us. I indicated that same thing on a map that says we can only be responsible for our portion obviously and that they should also contact Village Walk in an effort to coordinate with them if there's some participation there. I think if we pursue this, we gather some proposals for work authorizations for services and then evaluate those as a Board. I've never dealt with beavers in a community before so I don't know that I would make the recommendation that we do a monthly service and somebody comes out to check for beavers every month, but I think there's an initial work effort that ought to happen to go in and maybe relocate a majority of the population, clear up any dams to allow the water flow to go back to what it was and what it ought to be, and maybe it's something we re-evaluate on a longer term budget if we want to continue services for beaver maintenance. I guess the first step is probably so solicit some proposals for services.

Mr. Murphy asked is it fair to say if nothing is done there could be some negative consequence?

Mr. Kern stated certainly. If that water never drains, it will come up to the wetland line, it will stay up and there will be tree loss. There probably already is a significant amount. If you have a recent aerial you can probably see some of that. A lot of our drainage outfalls fall into that wetland so if that stages up, we can only drain if where we're going is lower so potentially that would cause drainage issues for us. It's a worthwhile cause I think to be preemptive.

TWELFTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet & Income Statement

B. Assessment Receipts Schedule

C. Approval of Check Registers

Mr. Laughlin stated currently we are about 40% collected on the assessment receipts schedule, which is actually really good for only a month in. Finally, we have the check register

for approval. There are two check registers from November and December. The November check register totals \$626,945.05 and that's high because there was some deficit funding that ran through here for the money that we were out of the bonds. We had a check cut from the developer, which was put into the account, and then a check was cut from there to pay for that. You'll see those two payments in here to Earthworks. The check register from December was \$20,211.52.

Mr. Kern stated my only two questions were on the Earthworks checks. So the developer has funded those two payments back to the general fund?

Mr. Laughlin stated right. GreenPointe cut a check to the District, which we deposited into the District check account and then issued a check from there to Earthworks.

On MOTION by Mr. Kern seconded by Mr. Harbison with all in favor the check registers were approved.

THIRTEENTH ORDER OF BUSINESS Next Scheduled Meeting

Mr. Laughlin stated our next meeting is scheduled for January 21, 2020 at 2:00 here at the amenity center.

FOURTEENTH ORDER OF BUSINESS Adjournment

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


Secretary/Assistant Secretary


Chairman/Vice Chairman