

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, October 20, 2020 at 2:00 p.m. using Zoom communications media technology pursuant to Executive Orders 20-52, 20-69 and 20-246, including any extensions or supplements thereof, issued by Governor DeSantis and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Gregg Kern	Chairman
Mike Taylor	Vice Chairman
Rose Bock	Supervisor
Mike Harbison	Supervisor
Jeffrey Robinson	Supervisor

Also present were:

Daniel Laughlin	District Manager
Jennifer Kilinski	District Counsel
Dan McCranie	District Engineer
Michael Molineaux	Evergreen Lifestyles Management
Lynzi Chambers	Evergreen Lifestyles Management

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Laughlin called the meeting to order at 2:00 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the September 15, 2020**

Mr. Robinson stated on page two I joined the meeting before we started the discussion on item B. On pages six through nine Mike Harbison's name is spelled incorrectly and should be changed in all references.

Mr. Harbison stated I have one item. It's accurate in terms of the minutes of the meeting, but it's inaccurate as far as what's happened with the phase 4 street signs. A whole bunch of street signs have been changed, certainly in phase 3; I don't know about phases one or

two. Did we get more than we paid for, or did we end up having to do more than we needed to or what?

Mr. Kern responded they did several signs in the community, not just in phase 4. The phase 3 ones hadn't been upgraded to match the community standard.

Mr. Robinson stated there is at least one street in phase four that doesn't have a street sign. I don't know if that's covered under that installation. It was a cul-de-sac.

Mr. Kern stated if you could make note of that to Michael, he was very involved in coordinating with the contractor for the street signs and we can make sure that if it's supposed to have a sign, we can get one in there.

On MOTION by Ms. Bock seconded by Mr. Harbison with all in favor the Minutes of the September 15, 2020 meeting were approved.
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**FOURTH ORDER OF BUSINESS**

**Discussion of Resumes Received for the Upcoming Board Vacancies**

Mr. Laughlin stated we received quite a few resumes and it looks like we only have two of the residents that are present.

Mr. Harbison stated I'd like to hear from the two that are here on why they want to be on the board.

Mr. Laughlin stated the first one we have is Tim Duke.

Mr. Tim Duke stated thank you for having me. I'm a four-plus year resident of Amelia Walk; I live on Cherry Creek Drive. My interest in joining the CDD was to hopefully have some input on decisions and processes through such within our community. I love where I live and I'm a member of the local Facebook page, so I talk to Mike once and while via that avenue, so I look forward to being looked at for possible board membership. I'm an IT professional. I work remotely for a company in Jacksonville, Florida and we support many mid to large businesses, so I work exclusively from home at this time.

Mr. Harbison asked do you expect that to continue?

Mr. Tim Duke responded my company has made plans through the end of the year, but most likely going forward. I will be anywhere from 75-100% remote because the commute from here to Jacksonville is not my favorite.

Mr. Taylor asked have you been on any other CDD or HOA boards?

Mr. Tim Duke responded I have not; this would be my first experience. I lived in Heron Isles previously, so I had experience on the other end from the homeowner side of things.

Mr. Laughlin stated it looks like we have Mindi Gilpin present as well, if you want to talk a little bit.

Ms. Mindi Gilpin stated I'm actually very new; we just moved here in June. I am a stay at home mom of two elementary school children. I'm interested in joining to meet people in the neighborhood and hopefully create positive things for the neighborhood. I have never done anything like this before, I just thought this would be a great way to reach out within the neighborhood.

Mr. Taylor asked where did you move from?

Ms. Mindi Gilbin responded a suburb out of DC.

Mr. Robinson asked which phase do you live in?

Ms. Mindi Gilpin responded I live on Champlain Drive. I don't know what phase that is.

Mr. Robinson stated it's one or two depending on the location.

Mr. Taylor stated maybe Jennifer could expand on the Sunshine laws and the role and commitment that the seats require. If you're new to this, I think it would be helpful from the legal standpoint to understand what you are applying for.

Mr. Kern stated also if you would Jennifer, I don't know if you've had time to wrap your head around where we're at with the appointment or the election seat turnover here, but if you would outline the timeline going forward and the process for the appointment of these vacancies.

Ms. Kilinski stated in terms of process, these are two general election seats. The way a special district works in Florida is until the threshold of six years after establishment and 250 registered voters in the District is reached, the District is populated through a landowner's election. Thereafter, two seats transition from landowner control, to resident control. A landowner election seat is only required to be a resident of the State of Florida and of the United States of America. Whereas, a resident elector seat is required to be a resident of the District and registered to vote in the county in which the District lies, so Nassau County. Those requirements would have to be met before the appointment process. Chapter 190 also provides for general election seats that if no one runs during the general election, which is the case here,

and by run, I mean what you typically see is that somebody would submit their name for a general election ballot. The qualifying period was back in June. That means that nobody submitted their name for qualifying during that qualifying period. The statute provides if that doesn't happen, then the board needs to declare the seat vacant, which looking at your resolutions you have not yet done but are expected to do at your November meeting. After it's declared vacant, you have 90 days as a Board to appoint a resident elector into those two seats. I reviewed the meeting minutes and in speaking with Daniel, the expectation is you would declare it vacant at the November 17<sup>th</sup> meeting, then you would appoint two resident electors at that meeting ideally. You have 90 days by law, but the expectation is you would appoint those two folks then. In terms of obligation of those board members, you are a public officer for all intents and purposes under the law. In Florida we have a very broad Sunshine Law and public records law compared to other states. What that means practically speaking is if you are a member of this board, you cannot speak with any other member of the board about any pending matters, or matters that may come before the board, so you think about landscaping, amenity issues, roadway issues, stormwater issues, those kinds of things, you can't speak with any other member of the board unless you have a publicly noticed meeting. That becomes more problematic for our resident board members, because you're more apt to see each other in the community. Feel free to reach out to Daniel or myself and we can help walk you through questions or communication challenges that you may have to get information to your fellow board members. Public records law also applies to you and that, along with the sunshine law, would apply as soon as you're appointed, even if you didn't assume your seat at that board meeting. That's any records that further District business, so it may be a social media post about District business, to a text message about District business, to an email about District business is subject to the public records law. That means that anybody anywhere could request your text messages or your social media post about the District and you'd be required by law to produce those, so again if you have any questions about how to retain those or best practices, I'm happy to walk you through your specific case about what we might recommend to retain those records. There's also Chapter 112, which is the ethics for public officers. Typically not a huge problem, but those provide for conflict of interest issues, doing business with your own agency, those kinds of questions so if you ever have a questions whether this may fall within an ethical consideration, again just reach out to us and we can walk you through it.

Mr. Harbison stated I was on the county school board in Sarasota and their lawyer told me to do things the good ole boy way, which is if I wanted to get Jeff to vote on something the way I did, I would go to you and say would you call up Jeff and tell him to vote no on this? I don't think that's allowed, right?

Ms. Kilinski stated no, that's not allowed. I, nor any member of staff can be used as a conduit. The way the Sunshine Law is violated is a two-way communication so what I can do is if you have data you want the board to consider at the next meeting, you can send it to staff and we can distribute it, but the moment that another board member responds to that data and says, "Hey Mike, I really like what you did there and I really think we should go this direction", outside of a board meeting is when the Sunshine Law is triggered. One-way communication is not a problem.

Mr. Laughlin stated I'll have some paperwork to send to whoever is appointed.

Mr. Tim Duke asked I assume from reading there is some type of financial disclosure as well?

Mr. Laughlin stated yes, the Form 1. It's pretty simple though and it gets sent to your Supervisor of Elections. I believe there is a \$10 fee as well, but staff can help you and you can contact me if you have any questions on that.

Mr. Taylor asked for the two candidates online, does that meet your expectations or do you feel comfortable with that, should you be appointed?

Ms. Mindi Gilpin responded I do.

Mr. Tim Duke responded I do. That is to be expected, so nothing out of the ordinary.

Mr. Laughlin stated we will have this item on the agenda again next month, which will most likely be an in-person meeting. There will be a chance for anybody else that puts in their resume or anybody that attends to speak and then we will appoint. As soon as you're appointed you can assume your seat on the Board.

Ms. Bock asked they will be installed next meeting, right?

Mr. Laughlin responded yes.

Mr. Harbison asked does that mean Mike and Rose are going to have to drive up for a 5-minute meeting?

Mr. Laughlin stated we just need quorum, so we need three people in attendance to do this as far as I understand.

Mr. Taylor stated I will not be able to be live in the meeting next month because I am out of the State. I will definitely attend, but remotely. Do we know if the ability to use Zoom has been extended?

Ms. Kilinski stated no. I'm confident it's going to be in-person. The Governor has said explicitly that November 1<sup>st</sup> we will be required to go back in person. It was within his Executive Order extension.

Mr. Harbison stated so one of them will have to come, either Rose or Mike?

Ms. Kilinski stated correct.

Mr. Taylor asked it's the 19<sup>th</sup>, correct?

Mr. Laughlin responded the 17<sup>th</sup>.

Mr. Taylor stated I will be present.

**FIFTH ORDER OF BUSINESS**

**Discussion on Williston Court Drainage Issue**

*Mr. McCranie joined the meeting at this time.*

Mr. Robinson stated I took some pictures. I can't remember when it was last year or earlier this year, one of the residents brought the issue up. He does have a lot of water sitting after a rainstorm and whatever was done hasn't worked. When I took these pictures about a week and half ago, in addition to the water settling, there was a lot of sand and dirt that sits in the road and eventually gets washed away when it rains and it's settling there. They're having to clean it up about once a week anytime there is a rainstorm so I'd like to take a look at what can be done, have the engineers look at it again, and come up with a fix; short of doing the fix maybe we have a regular street cleaning service come in because if you look close at the pictures there is settling water, plus you have a dam being formed when the dirt and the sand drifts down and settles in the gutter area.

Mr. Laughlin stated I believe Dan looked at the area.

Mr. McCranie stated yes, I have in the past and I somewhat recommended against a fix to begin with just because I was concerned that this was going to stay exactly as it is. It has a very small amount of fall, so what happens is the water slows down as it's flowing into that curve and any kind of sediment and anything that gets into the system slows down and settles into the gutter. The only way to fix it if you want to completely have it dry, is to reconstruct the sidewalk in that area, repave the road, and allow it to fall more, which at that point in time was

going to be extremely expensive. I forget the cost estimate, but it was an expensive item to fix to try to get water out of that curve. It's arguable what is considered a lot of water. Under normal circumstances in Florida in subdivisions, engineering-wise, that is not a lot of water. To a homeowner who has it right in front of his house, he may see things in a different light. It's not an easy fix and it's an expensive fix if we want to make that dry.

Mr. Robinson stated there are two aspects to it; the standing water and the weekly or couple of times a month having to go out with a shovel and shovel the dirt because everything is just settling and it's not even getting to the gutter and in some places forming a dam before it can get down to the drain. I don't know if you've seen the pictures.

Mr. McCranie stated yes, I've seen the pictures you have in the agenda package. Is all construction of that whole cul-de-sac completed now? Are any houses under construction at all?

Mr. Robinson stated no they're all done. I think the last one was finished late last year.

Mr. McCranie stated I just don't know where all of this dirt is coming from. If we can find out the source of where that's coming from and make sure we have good grass growing and things like that to stop that sediment, that's one thing. Under normal circumstances we don't have that much silt and dirt and everything else unless there is construction in the area.

Mr. Robinson stated I live on the street and I don't know where it's coming from but it's not just a one-time occurrence.

Mr. McCranie stated there is always a fix, it's just how much money do you want to spend.

Mr. Robinson stated unless it's coming from where they were putting the pools in on Champlain and it was rushing all the way down. There was a lot of dirt in the road from the trucks coming in and out of someone's backyard. That's my only speculation.

Mr. McCranie stated if Gregg can remind me, the fix that we did was have them grind down certain high points and try to get it to flow more. Did we rip out any curbing, or did we just grind existing curbing?

Mr. Kern responded we just grinded existing curbing to try to channel it a little deeper to move it along a little faster. Just for a little bit of history on it, my recollection was when we did go out and evaluate this that was the first attempt to see if it would help and I think Earthworks performed that work for us. They put a water truck on it and tested it and from I

recall it significantly improved, but also at the end of it all they provided a proposal in the event we wanted to tear out all of the curb and repour it, which inevitably means you have to get into some asphalt too. The recommendation from them or indication from them was can we tear it all out and redo it? Yes, absolutely. Is that going to guarantee that it's better than what it is today, not necessarily, so I believe it was a \$30,000-\$40,000 cost to tear out all of the curb and replace it. The contractor themselves suggested that the cure may be worse than the disease and there's no guarantee that it's going to get any better. I do think at one point Dan evaluated it and did determine that it was within standards. I can't recall what it is, but if there is standing water for extended periods of time, I think is really when we start to be concerned it's outside the standards, but I don't recall that being the case here.

Mr. McCranie stated yes, and that dollar figure and evaluation is what I remember as well.

Mr. Kern stated this Board particularly decided not to pursue anything further. The sediment and where that's coming from is something that can be re-evaluated. I tend to agree with Dan that once home building is done, and grass is established maybe it will reduce the amount of sand, soil and dirt that's going into that gutter system and roadway.

Mr. Robinson stated according the homeowner there has been sediment every couple of weeks.

Mr. Laughlin stated Dan, maybe next time you're out there you can check it out and see if you can find a source of the sediment.

Mr. McCranie stated I can certainly look around. That amount of dirt that you show there is a lot. We can try to figure out and eliminate that. That area is never going to bone dry. It will have a little bit of water until maybe the day after the rain, but if you do have sediment that just sits in the gutter then it's going to block it and then you would just hold more water until you had a good solid rain that would push all of that.

#### **SIXTH ORDER OF BUSINESS**

#### **Ratification of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for the Fiscal Year 2020 Audit**

Mr. Laughlin stated this is just a bookkeeping item. This is the audit firm that the audit committee chose.

Mr. Harbison asked did the fee change?



Mr. Laughlin stated no, it's the same fee that they quoted us originally. It may have changed from last year.

On MOTION by Mr. Kern seconded by Mr. Taylor with all in favor the engagement letter from Berger, Toombs, Elam, Gaines & Frank was ratified.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel – Memo re: Amenity Operations Guidance**

Ms. Kilinski stated you'll see in the packet an update from the firm on the phase three recommendations and a summary of the Executive Order. We worked with your insurance carrier to identify areas of both concern from them from a coverage standpoint, but also a risk management perspective and it had provided the following high-level recommendations as you start to reopen, and things start to slowly go back to normal.

**B. District Engineer – Consideration of Requisitions 67 and 68**

Mr. Laughlin stated next month the requisition summary sheet will have the balances for the different accounts, that way you don't have to look back at the financials.

Mr. Kern asked do you know if the financial statements are updated at least?

Mr. Laughlin stated yes, they're updated to the end of September. We have two requisitions, 67 and 68. There is another one that's just been created so we will have that one on the next month's agenda.

Mr. McCranie stated number 67 is to Hopping, Green & Sams for \$69 and number 68 is to Onsite for street signs for \$18,923.75.

On MOTION by Mr. Robinson seconded by Mr. Kern with all in favor requisition numbers 67 and 68 were approved.

Mr. McCranie stated I think we need to pay number 69 prior to next month's meeting.

Mr. Laughlin stated that will work. You just sent it over signed a little bit ago so I will send it to Gregg to review it and we can ratify it at the next meeting.

Mr. Harbison asked we pay it and then we ratify it?

Mr. Laughlin responded sometimes. With construction there are contracts and deadlines to pay so if it is something that will happen right after the meeting, rather than wait the 30 days and possibly miss a deadline they will be ratified.

Mr. Harbison asked so then why ratify?

Mr. Laughlin responded it's just the process to keep it timely. I have other districts that meet every three months and you can't wait those three months to make payments.

Mr. Harbison stated it just doesn't make sense whatsoever. In that kind of situation, we should give you authorization up to a certain dollar amount to just go ahead and pay it, but there's no point in ratifying it afterwards.

Ms. Kilinski stated there are statutory requirements that we've reviewed with GMS extensively that require a process of internal controls and one of those is a ratification process. Under the idea that spending public funds we have that authorization between board meetings, you have that resolution that you passed way back when you established the district, but in terms of having a second set of eyes on those invoices, especially when they're coming from the trust estate, is part of the internal controls of the district. I have had cases where we've paid something and then a board member gets it and notices something we didn't catch. It's not on purpose, but another set of eyes is part of that statutory process. There's some that are so small that's silly, but for some of the significant ones for sure and there is a threshold, we would like to bring those back to the Board to make sure we are consistent with that policy.

Mr. McCranie stated the amount for this one is \$347,000, so it's not insignificant.

Mr. Harbison stated Jennifer, I'm not sure what your conclusion is. Does that mean we should ratify things that we've already paid?

Ms. Kilinski responded you should ratify them. They should come before you so you can see them and in the event something was missed, or you have a question about what's being paid, we have the opportunity to fix those. We have prompt payment obligations under the statute. Construction payments are due within 20 days, so very frequently we have to pay those before you're able to see them. For normal maintenance obligations it's 30 days under the prompt payment requirements, but from an internal controls process, bringing them to the Board for ratification is an important part of that process and in case you see something that is out of the norm, we have an opportunity to discuss it and even go back and recoup money, which has happened before.

Mr. Harbison stated if it's part of an ongoing contract that is much easier to do than if it's a one-time thing.

Mr. Laughlin stated I will note too that the District engineer goes out and looks at the work and signs off to make sure it's done correctly and then myself and Gregg have the authority to review and sign the requisitions, so they are being reviewed before payment is sent.

Mr. Kern stated to your previous analogy, we've made sure the kids have done their chores before they get their payment.

**C. District Manager**

There being nothing to report, the next item followed.

**D. Community Manager - Report**

Mr. Molineaux stated it's been a fairly routine month and relatively quiet. We did replace some sod along Majestic Walk Boulevard because of a chinch bug infestation. We spent some time and in fact just this moment I had the pond company come on in and we spent some time together last week and the week before just to address the situation with the ponds and the algae so they're on top of that. Then we just continue to maintain per regulations for the use of the gym and the swimming pool. I do have one proposal. Our first resident with an RV will be moving in the middle of next month and we need to raise the limbs on the trees from the entrance of the community to the roundabout and I've included a proposal for that work for the Board's consideration.

Mr. Taylor asked could the RV go down the middle of the road?

Mr. Molineaux stated yes he could go down the middle of the road, but I'm going to be the first one to hear it when he does.

Ms. Bock stated we have this all of the time in St. Johns Golf because of the school buses. I'm surprised you haven't heard from the school bus people, but right now we are paying to lift the limbs on all these trees that the buses keep running into and if you've ever encountered Rooms to Go or one of those big delivery trucks taking the middle of the road, sometimes my car is near where he's going or covers up where he's going so it's a good trick Mike if there is nobody else on the road so that's why you've got to deal with it.

Mr. Laughlin stated I think the school buses are maybe 13-feet and we do have in the contract with Trim All to keep it at 12-feet I believe, not the 15-feet that is needed by some of these RVs.

Mr. Kern stated Rose, you make a good point. I know for a fact that FPL in the past has requested a similar height for their service vehicles to be able to access the community, particularly during a time of emergency. I think it's probably something we also look at in our maintenance agreement for the scope of services to identify what that current tree limbing height is and we maybe consider updating that to something more reasonable for today's standards and what that should be for any access vehicles.

Mr. Robinson stated I have to imagine the dump trucks going in there would be hitting the trees because they're pretty tall vehicles.

Mr. Molineaux stated I'm guessing there was some levity in Mike's comment.

Mr. Taylor stated yes, I was trying to lighten the mood here. I do support safety and making sure our investment that we've put into those trees down the Boulevard are maintained.

Ms. Bock stated in St. Johns Golf we have one poor tree that is near death because we didn't cut it back professionally and these people have just ruined the tree so sometimes it's better that we make sure we're doing it correctly.

Mr. Molineaux stated as I said next month we will be receiving our first new owner who has purchased a home that accomodates recreational vehicles. Clearly these vehicles are \$100,000 plus in some cases and they're big concern was the fact that they were bashing up against trees.

Mr. Laughlin stated I just pulled up the agreement with Trim All and it says the height limitation for tree pruning is 10-feet on trees over 10-feet height only low hanging branches that present hazard to pedestrian vehicles will be raised eight feet above ground level. Trees less than 10-feet in height will be scheduled to be pruned, so it looks like 10-feet is the highest that is in our agreement.

Mr. Molineaux stated this does require a special trim and I've spoken to Trim All. They have suggested that this might well be an annual expense.

Mr. Taylor stated maybe we can put some language in the contract when it comes up for renewal to address this on an on-going basis.

Mr. Harbison stated you have specific builders that have these special garages so maybe they could contribute on a semi-prorated basis.

Mr. Kern stated the residents themselves will be contributing to their own end so it's more than just the residents who may benefit from that, but the service vehicles too, I think it's a benefit to every member of the community.

Mr. Robinson asked when does the contract for Trim All come up for renewal?

Mr. Laughlin stated in January. They're technically ongoing similar to other vendors. We will have a new agreement drafted each year but the agreement is actually for three years as was proposed to us price-wise. It's something we can consider in December or January.

Ms. Kilinski stated we could bring a proposal back to do a contract amendment at your next Board meeting for an annual service amendment.

On MOTION by Mr. Robinson seconded by Mr. Kern with all in favor the proposal from Trim All to trim trees along Majestic Walk Boulevard to a height of 15-feet was approved.

Mr. Robinson asked do we know the work is going to be done at the front entrance?

Mr. Molineaux responded now because you just approved it.

Mr. Robinson stated I meant the work that they're doing on both sides; digging up the lawn and stuff.

Mr. Molineaux stated I'm not aware of their timeframe for that.

Mr. Laughlin stated I'm not sure either. We're actually looking into a couple of those parcels. There has been some weird communication with the county and their roles and whatnot so we're getting that taken care of now.

Mr. Taylor stated when I was out there last week I noticed one of the fence panels was down on the soccer field. I don't know if that can be looked into.

Mr. Molineaux stated yes, it's the responsibility of the adjoining community and I'm going to be writing them for resodding and getting that whole entrance looking nice again.

Mr. Robinson stated one of the signs was taken out when they were doing the construction as you're leaving the neighborhood on the left side. It's just laying in the dirt so maybe you could get that retrieved until we put the sod back down and then have the side put back in.

Mr. Molineaux stated will do.

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

Mr. Harbison stated when you pull off of Amelia Concourse into Amelia Walk, the first speed limit sign, which is about 150 to 200 yards in is 35 mph and then the next one that comes relatively quickly is 25 mph and I think people tend not to see the 25 mph one, which is why we have so many speeders on Majestic Walk Boulevard. Is there any reason that we couldn't change the 35 mph one to 25?

Mr. Molineaux responded I'll have it taken care of.

Mr. Laughlin stated this is the only district I have where the roads are owned by the CDD so I'm not sure if this is something the county would have to be involved with.

Mr. McCranie stated yes and just to understand how the rules for engineering and signage are and things like that, the speed limit on the Concourse is 45 mph and you can't drop a speed limit by more than 10 mph, so you have to bring it to 35, then to 25. I think that was the reasoning behind it.

Mr. Harbison stated North Hampton drops more than 10 mph and Amelia National does.

Mr. McCranie stated you're not supposed to.

Mr. Harbison stated if you're driving 35-mph on the roads here, that's pretty fast, especially when the school buses are around. Anything we could do to drop it down would be great. The other thing is we have some political signs around. There is one on the end of Majestic Walk Boulevard before the circle and there are some others around.

Mr. Molineaux stated they've already been noticed of a violation. Before we finish with speeding Dan, would you suggest we leave the 35-mph sign?

Mr. McCranie stated I would suggest that just because you typically don't come onto a four-lane divided roadway like the entrance area and think that the speed limit is going to be 25-mph. The signs aren't going to slow people down to 25-mph just because you put it there, plus it meets the criteria. Then you can drop it down to 25-mph once you get into the residential area. Currently, it's appropriate to have 35-mph from the time you get past all the residences and you get to the entrance.

Mr. Harbison stated I think it would almost be better to have the 25-mph one where it is and just get rid of the 35-mph one.

Mr. Molineaux asked is that permissible Dan?

Mr. McCranie responded it's not recommended.

Mr. Laughlin stated I'll look into it and talk to somebody at the county to see what they say.

Mr. Kilinski stated that's what I was going to say, because the District under Chapter 190 doesn't have traffic enforcement authority, so we would need to get some county interaction, but I hear what your goal is and I think between Daniel, Dan and I, one of us can take the charge depending on what the county needs to see what we can do there.

Mr. Harbison stated we own the roads.

Ms. Kilinski stated yes, but there's still 190 statutory authority, so even though we own the roads, the developer would have gone through the county to get what the engineering requirements for the roadways were. Roadway signage and speed limits is pre-empted by state law. That doesn't mean we have 100% authority over the way the roads work, but we certainly can explore what options there are because I don't want somebody who immediately stops off the Boulevard, gets in a wreck and then we're in a lawsuit unnecessarily because we haven't conformed with county speed requirements. Just because we own the road doesn't mean we can do whatever we want when it's a public road and it is considered public under the law. I hear your goal, and we may be able to do that, I would just encourage you to just authorize staff to get with the county to see what we can do to try to accommodate that request.

Mr. Harbison stated that's fine. As Michael knows, we just have a huge speeding issue here and it's all the residents. It's not the workers or anybody else.

#### **Audience Comments**

Ms. Mindi Gilpin stated as a mom in the mornings when the bus comes, people do speed through the neighborhood even just getting to the circle where our kids stand, so I don't know if slowing them down faster would make a difference but people do fly through there in the dark while we've got primary school and elementary school children at a bus stop.

Mr. Robinson stated I'm a member of the Fernandina Beach Golf Club, one thing I've seen is when you enter on one of the streets they have a permanent sign that is solar powered

that says the speed limit is 20-mph and you can see right from the get go if you're doing 22-mph or 19-mph. Just a thought. I have no idea what those costs are.

Mr. Laughlin stated I've done something similar to that in another district where it would tell you how fast you were going, and it would flash if you were speeding. It wasn't cheap. I can look back and see if I can find it.

Mr. Robinson stated they're doing that on some of the highways up in Pennsylvania with a camera and then you get a speeding fine with it; mostly in construction zones.

Mr. Harbison stated it sounds like some research is needed. Michael, if you want some help, I'm happy to help you do research.

Mr. Molineaux stated one of the challenges we have in Amelia Walk is from the back of the property to the Concourse is three miles and people would see a sign once and then half a mile later they're back to speeding so I don't know what the answer is unless we want to approve more speed signage for 25-mph placed along Majestic Walk Boulevard.

A resident asked do we have a contact at the Nassau County Sheriff's office?

Mr. Molineaux responded yes; we do.

A resident asked do they have hours like they do at Trailmark?

Mr. Kern responded no.

A resident asked would that be something we would want to look into? It's helped at Trailmark.

Mr. Molineaux stated we've had spy cameras, obvious signage, and Nassau County Sheriffs on property. The speeding is great for the time that they're here.

A resident stated we give them a certain amount of hours and they report to us, but they're never the same hours, so the residents don't know when they're there but five or ten tickets later it got around Facebook that it's a thing and maybe you should watch your speed.

Mr. Molineaux stated we have nothing in place that authorizes them. They can be on property any time they want, but it's at their discretion as to when they show up.

Mr. Robinson asked where is the biggest problem? Is it between the roundabout and the end of Majestic Walk or the model street?

Mr. Molineaux responded I think it's from the model homes down to the roundabout, but then we have an equal problem between the roundabout and Majestic Walk.



Mr. Kern stated I think the simplest thing is if you would look into that agreement and maybe it's a CDD agreement for their roadways, but if there's anything we can do to remind them of that agreement and get them on property a little bit more often, at Trailmark and other districts we do actually pay an off-duty fee for a certain amount of hours for those sheriffs to be onsite. I have found that it's probably the most effective way. They don't have to be there all the time, but the question of maybe they are there tends to keep people in order.

Mr. Laughlin stated in Amelia Concourse we recently had some off-duty officers contracted to stay outside the amenity center. I believe it was a three-hour minimum. There are a few small requirements, but it's not a lot.

Mr. Robinson stated because they're predominantly straightaways from point to point, with four cameras you could time the distance between points, and you would know if they're speeding. Whether there's laws in the state of Florida that allow that, I don't know, but there are in other states.

Mr. Molineaux stated the challenge we have with that is that then there's a presumption that all activity is being monitored and then people are going to start asking about who pulled into so and so's driveway and 3:15. It just won't end with just the speeding.

Mr. Laughlin stated I think the big thing there too is we don't have authority even if we do catch people speeding so it's something we need the county to do. We will look into a few things and I will get with Michael about the agreement we currently have and see if we can get them out there more.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Financial Reports**

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

Mr. Laughlin stated the check register totals \$39,049.61.

On MOTION by Mr. Harbison seconded by Mr. Robinson with all in favor the check register was approved.
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**ELEVENTH ORDER OF BUSINESS      Next Scheduled Meeting**

Mr. Laughlin stated our next scheduled meeting is scheduled for November 17, 2020 at 2:00. We are pretty positive it will be onsite. If anything changes, we will notify everybody.

**TWELFTH 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