

**AMELIA NATIONAL
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of
the September 16, 2024,
Continued Board of Supervisors' Meeting

MINUTES OF MEETING

**AMELIA NATIONAL COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' CONTINUED MEETING MINUTES
Monday, September 16, 2024, 11:30 AM
95211 Clubhouse Road, Fernandina Beach, FL, 32034**

Board Members present:

Stephen Kearney	Chairperson
Vance Renfroe	Vice Chairperson
Jean Stanley	Assistant Secretary
Ron Hebron	Assistant Secretary

Also present in person or via phone:

Venessa Ripoll	District Manager - PFM Group Consulting LLC	
Jasmine Barone	Assistant District Manager - PFM Consulting	(via phone)
Jennifer Glasgow	PFM Group Consulting LLC	(via phone)
Rachel Proctor	PFM Group Consulting LLC	(via phone)
Katie Buchanan	District Counsel - Kutak Rock LLP	(via phone)
Leilani Chamberlain	Field Manager - Leland Management, Inc.	
Various Audience Members		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called to order the Amelia National CDD Board of Supervisors' meeting at 11:30 a.m. and roll call was initiated. Those in attendance are listed above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS

General Business Matters

**Discussion of Amelia
National Entry Corridor**

Electrical and Lighting System Rebuild

Mr. Renfroe stated the contract for the electrical and lighting system rebuild has been prepared by District Counsel. He stated the first electrician did not have proper knowledge of the contract and is therefore not going to be considered at this time. The current electrician being considered is Alan Pye. He has knowledge of the contract and the scope of work. The contract will be reviewed and received by the electrician today. This electrician has done work in Amelia National previously.

Mr. Renfroe is requesting approval of the contract by the Board. The only change will be the name of the electrician. It will no longer be High Tide Electric; it will be Site Prep One. They will be the contractor for the ditching, the pipe, and the electrical.

Ms. Buchanan recommended that the Board move forward with one contract that includes all the work necessary and have one sum payment, instead of two. She noted she can get a revised contract to do this as of today.

Mr. Renfroe noted all pricing for the electrical has remained the same.

There was a brief discussion regarding the contract and what changes will be made to it. This would include combining the contracts, updating the price to include all work, and the amount of the deposit. It was noted that the contract is for \$14,000. This would mean there would be payment of \$8,000 upon execution and \$6,000 upon completion.

Mr. Renfroe stated that \$14,000 is the set cost, with no overages.

There was a discussion regarding the electrical boxes and breakers. This discussion also included the sustainability of the infrastructure.

It was noted that if the job is not done satisfactorily, final payment will be withheld.

Mr. Hebron asked for page 1, under Recitals, paragraph 4 to be updated. It currently states "Retaining Walls and Decking Services". Ms. Buchanan stated she would update to "Trenching and Electrical Services".

Ms. Buchanan asked for clarification on the pricing from the contract.

Mr. Renfroe clarified, noting that the cost of the lights is also included in the overall electrical price. The total electrical cost is \$20,500 and the total trenching cost is \$14,500.

Ms. Buchanan gave an overview of the correct pricing language within the contract.

Mr. Renfroe confirmed.

Mr. Kearney stated this project would be broken down into five phases. This would also break down the payments.

Ms. Buchanan stated the easiest way to make payment would be to process half up front and half after completion.

Mr. Kearney stated he would prefer to break it down even further by paying it per phase.

Mr. Renfroe stated the trenching is estimated to take about a week. However, the lights need to be ordered up front in order for the work to be done in a timely manner. He also stated there is no building permit required for this scope of work.

Ms. Stanley wanted clarification on who would be responsible for any landscaping issues as this work is done.

Mr. Renfroe stated it would be the contractor's responsibility to fix anything that is disturbed in the process.

Ms. Buchanan stated the contract states that the contractor would fix anything that is broken or ruined from completing the work but does not state he will replace existing landscaping. She stated that it most likely would be the CDD's responsibility to replace anything that he has been asked to remove in order to complete the work.

Mr. Hebron asked for clarification on who would be responsible for long term effects on the plant life.

Ms. Buchanan stated this would most likely be the CDD's responsibility, not the contractor.

Mr. Renfroe stated he had a discussion with the contractor regarding the plant life, including the large oak trees. The contractor has stated he has been able to work around oak tree roots and other shrubbery in the past and will be able to do so in this case as well.

Ms. Buchanan confirmed the contract does state that the contractor will take all due care when completing this project as not to destroy any CDD property and does agree to repair any damage. Language can be added to protect existing landscaping and trees. Some repairs may not be able to be done and may ultimately be the CDD's responsibility based on the scope of work.

Mr. Hebron asked for clarification on the cost for the material lighting and wiring.

Mr. Renfroe stated the cost may be a little less, but the contractor is comfortable with the current pricing. He did note that the pedestals would have to be ordered for the light fixtures, as they are installed at the same time as the piping.

Mr. Renfroe clarified that the wiring is not being doubly charged.

Mr. Hebron stated that the cost of this project is \$34,500 and that is about 11% of the overall annual budget. He asked for clarification on how the lights would be controlled.

Mr. Renfroe stated there are two systems that will be used to control the lights. One will be for the up-lights in the trees, which will be turned on with a photoelectric switch (off at dawn, on at dusk). The other system will be for the holiday lighting. This will be on a timer. The controlling devices are a part of the contract.

There was a discussion regarding receiving bids and it was noted that three bids were not even received. Mr. Renfroe stated the request for proposals was posted, but no one agreed to do the scope of work necessary or quoted an even higher price.

Mr. Hebron asked for clarification on how the CDD is safeguarded against an increase in total price as the project progresses.

Mr. Renfroe stated he would be overseeing the day-to-day project and ensuring the work is being done correctly and as requested.

Mr. Kearney stated the contract states there will be no overages. The only allowed increase would be in fixtures. However, the amount allocated is over what the actual cost will be.

Mr. Renfroe stated that the current system is inadequate, and the new system is adding many additional lighting options, within that price.

Ms. Buchanan stated it is a fixed fee contract. If there is anything that is identified as the project progresses, but is not in the original scope of work, the Board would have to approve a change order to the contract in order to modify the price.

Mr. Kearney requested an amount to be set aside for any additional increase that may be incurred should the contractor find anything necessary that is not included in the original contract.

Ms. Buchanan stated this would be a separate motion from approving the contract and could be up to a certain amount, as voted up on by the Board.

There was a discussion regarding the timeliness of having up to a set amount approved versus the change order option. The Board discussed having the not-to-exceed amount with Chair approval. This amount will be \$1200.00.

Mr. Hebron asked who would be removing the current lighting on the trees.

Mr. Renfroe stated he would ask the Christmas lighting vendor to take them down.

A resident had a question regarding the wiring.

Mr. Renfroe stated that according to the electricians, the 12-gauge wiring will be well suited for the job. He gave an overview of the wiring needs. There will be documentation to clarify what is 10-gauge and what is 12-gauge.

Mr. Kearney called for a motion.

ON MOTION by Mr. Renfroe, seconded by Mr. Kearney, with all in favor, the Board approved the Contract with Site Prep One for the Amelia National Entry Corridor Electrical and Lighting System Rebuild.

ON MOTION by Mr. Hebron, seconded by Mr. Kearney, with all in favor, the Board approved the Not-to-Exceed Amount of \$1200.00 as approved by the Chair for any additional work.

Staff Reports

District Counsel – No report.

District Engineer – No report.

District Manager – No report.

Field Manager – No report.

Audience Comments and Supervisor Requests

Mr. John Calkins, a homeowner, asked for an update on the golf course having to contribute to the cost of lake contamination issues. He stated he has provided photos to District Counsel and the Board.

Ms. Buchanan stated that Counsel has followed up with the Assessment Methodology Consultant. According to the consultant, the Board can change the O&M Methodology, but reasoning behind the change must be stated. This would take hiring an expert to document the reasoning. In this instance, it would be articulating and quantifying the pollution in and around the lakes, its' cause and cost. The Board would then pay the consultant and hold a Public Hearing, in order to allow the golf club an opportunity to object or not. If the Board chose to pursue the change, despite the golf club's objection, it is possible they could face a lawsuit challenging the Assessment Methodology. This is possible, but there are high costs associated with the entire process.

Mr. Calkins stated his concern with the pollution over time, how that will affect costs in the future for the CDD, and who is responsible for the contamination.

Mr. Kearney gave an overview of the costs associated with this type of study and the effect on everyone's fees. He stated the homeowners are the ones that incur the fees and would be affected the most by this cost. He stated it would not be financially viable to do.

There was a discussion regarding the golf course contract and its validity. Although the contract could be challenged, it is the cost associated with it that is a bigger decision.

Ms. Buchanan stated it is not a contract, but a methodology that allocates assessment. It would be challenging the methodology in place.

Mr. Renfroe asked Counsel if they had looked into the way other Districts in Florida have dealt with this same type of issue and their success rates.

Ms. Buchanan stated there are not a lot of cases that have challenged assessment allocation. The issue is the CDD does not have the necessary data without investing in and investigating this issue now. The future pollution is an unknown cost that can not be quantified.

Ms. Stanley suggested starting with testing and investigating the pollution levels and their cause.

Ms. Buchanan gave an overview of what that pollution investigation would include.

There was a discussion on notifying State agencies and what that would entail.

A resident stated his concern with the golf course future ownership and what that would mean for homeowners once the community is complete.

There was a discussion regarding Lake Doctors and their assessment of the banks. It was noted that they may have possibly done a chemical analysis at that time or in the past.

Ms. Stanley stated she could request this to be done, but it would have to go through Leland Management. This would provide a baseline and a comparison. She also stated she could ask St. Johns River Water Authority as well to provide a quote.

Ms. Ripoll stated she would reach out to Advance Aquatics for a third quote.

Ms. Buchanan recommended speaking with the District Engineer prior to speaking with the St. John River Water Authority, as they are a regulatory authority.

There was a discussion regarding the water bubbling up on Wild Cherry during the heavy rains. It was noted that the District Engineer is looking into it. If it is a culvert issue, this would be a cost to the CDD, but roads in that area were put in over 20 years ago. However, if this is an engineering issue, the Board will need to know prior to accepting everything from the Developer at completion.

Mr. Kearney stated Neil would need to be contacted to determine if there is a culvert in that area or not.

There was a brief discussion regarding previous water and mud issues on Wild Cherry, but this is in a different location.

There were a few comments regarding the District Engineer and his cost. It was noted that he has been the developer's engineer for at least 18 years and is very familiar with the property.

Ms. Stanley noted this is her last meeting as being part of the Board of Supervisors.

It was noted that the issues with midges around the lakes has been addressed and taken care of.

Ms. Ripoll noted that she is the Custodian of Records for the District and any record requests must go through her.

Ms. Ripoll stated she would bring proposals for the lake analysis to the next meeting.

FOURTH ORDER OF BUSINESS

Adjournment

ON MOTION by Mr. Renfro, seconded by Mr. Kearney, with all in favor, the Board adjourned the September 16, 2024, Board of Supervisors Meeting for the Amelia National Community Development District at 12:47 p.m.

Vanessa Pipeel
Secretary/Assistant Secretary

18/10/2020
[Signature]
Chairperson/Vice Chairperson