

ROLLING HILLS
COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Rolling Hills Community Development District was held Tuesday, September 22, 2020 at 6:00 p.m. via Zoom.

Present and constituting a quorum were:

Bill Tew	Chairman
Rose Bock	Vice Chairperson
Kurt von der Osten	Supervisor
David Church	Supervisor
Shannon Jordan	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Keith Hadden	District Engineer
Freddie Oca	Riverside Management
Pat Szozda	Riverside Management
Sete Zare	MBS Capital Markets, LLC
Bill Huck	Waltham Development Company
Ken Peterson	Waltham Development Company

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There not being any, the next item followed.

THIRD ORDER OF BUSINESS

**Consideration of Matters Related to Series
2020 Bonds**

Ms. Buchanan stated I suggest you open the email I forwarded to you yesterday with the various developer agreements. As an update on the bond matter, district staff is continuing to work with the underwriter to finalize the offering statement and the structure of the bonds. We anticipate that the preliminary limited offering memorandum will be posted and made available to potential bond purchasers this week and we expect that the underwriter will take a few days to work with

potential purchasers to describe the project and get a better sense of what their investment might be. At that point we would be able to price the bonds, update all our methodologies and documents with specific bond amounts and specific interest amounts, we would be able to identify the exact assessment levels, the amortization schedules and all the various financial information that we don't have yet because we haven't finalized numbers and that we would come back to the board at your October meeting date and have you adopt a supplemental resolution that incorporates the specific terms of the bonds.

As you will recall we have previously levied master assessments on the project in 2006 and the assessments were restructured in 2015 into four different tranches so what we are doing with this bond issuance is continuing to rely on the master lien for what will be 2020-1 Bonds and for the 2020-2 Bonds we are refunding a portion of the bonds that were previously levied in 2015. That means that the 2020-2s have a shorter assessment period to comply with Florida Law and it also means that the lien stems back from the original lien as well as the modification in 2015 so it is a little bit complex compared to some of the easy new money deals. As with any bond issuance we have bonds and those bonds are repaid with special assessments but on the backend of things, the things the residents always may not be aware of we have various agreements that help to serve as a checks and balance system to make sure the project is complete and the bonds are paid and the assessments are collected as we need them to be. Those are the documents you have in front of you and I'm going to walk you through them at a general level. We can talk about any questions you have we are just requesting that these be approved in substantial form tonight with the understanding that as long as we are okay with them in concept we can continue to refine them over the next couple of weeks prior to bond issuance.

The first document I will review with you is the declaration of consent, this is going to be signed by the landowner and essentially what it does is have the landowner have written documentation that they acknowledge and agree that the district validly exists, they agree to the bonds that are issued by the district as well as the district's authority to levy the assessments. Essentially, what this does is record in the official records the developer and landowners' agreement with the district's power, ability, right and process for levying the special assessments that are intended to secure the bonds. It also specifically identifies and consents it has the power to go through and execute all the findings and documents that it will in connection with the bonds and it waives certain legal arguments like an argument that some landowners have made (decades

ago) that you have to follow a certain process and statute that has found to be invalid, this waives it so we don't have to spend money fighting about it in the future. This essentially represents the lien of the district and is something that future landowners will see in their title report and understand the district had issued bonds, has assessments securing those bonds but they are consenting to all these same things when they purchase the property. They buy it with the understanding that this exists.

The second document is the completion agreement. As you might have noticed the project that is anticipated for the 139 lots in Phase 3A is estimated to cost upwards of \$4 million and we won't have that much money coming from the bonds going into the construction fund because although we are issuing about \$4 million in bonds some of that money has to go into a debt service reserve fund, which is a backup in case the payments aren't made and assessments aren't collected. Some of the money goes towards paying the cost of issuance relating to the bonds, about \$1 million that is coming out of the bonds is going to pay off the bonds that were issued in 2015 so it is essentially like you get a new mortgage and some of that money you get goes to pay off the old mortgage. This results in a shortfall in funding to complete the Phase 3A project. This is normal, every deal that I do has this and what happens is the developer agrees with the completion agreement to provide funds and either pay for any projects that the district already has under contract or if the district doesn't have the work under contract the developer can pay the contractor separately and privately to complete the project as described in the engineer's report. This ensures that the district has a completed project of the infrastructure it intends to have will be installed so this is our safety net in the event that we don't have enough money, which we won't, then this completion agreement obligates the developer to finish the project.

Ms. Jordan asked with paying off \$1 million in bonds from 2015, there still not be any bond levied against current residents and it is only in Phase 3A, is that correct?

Ms. Buchanan responded correct.

Ms. Jordan asked in regard to the builder bringing in their own contractor if we fall short does that mean it is not who we approved in the last meeting?

Ms. Buchanan stated we approved a site work contractor that is likely to do the roads, stormwater, utilities but let's say they finish that project, they pay us for completion of that project and then there are still pockets of landscaping that need to be installed. They could potentially hire the landscaper directly to do the work assuming we are out of money.

The collateral assignment agreement is also recorded and it goes into the official records so that the next purchaser will be aware of its existence. The collateral assignment is a safety mechanism so if the district does end up taking title to the land then we also would get the development and contractual rights associated with the land that are necessary to actually put houses on the ground. If there was a default by the developer the district would be able to foreclose on the special assessments and take title to the property. But just taking title to the property isn't really helpful if we don't have the development rights and entitlements associated with the property. The developer agrees to provide us these rights understanding that they only provide them in the event there is a default. This is essentially something that sits out there waiting unless and until there is a default. It does not come into play when the developer is bringing lots on board and as soon as the developer transfers lots to a builder or a third party it essentially falls off those lots so they are no longer encumbered. The whole point is to make sure that if there is a default the district can get all the development rights associated with the property then have a truly marketable piece of property to continue the development with.

The last agreement is the true-up agreement, this is also recorded. You will remember that based on the amount of bonds that we issue we have a certain number of units and amount of assessments that we intend to collect to be able to pay those bonds back. In this particular instance we expect to collect payment from 139 units and the amount will be the amount necessary to pay off the bonds. We have a max we won't exceed. If the developer changed his plans and only developed 130 units instead of 139 units the district wouldn't have a mechanism to make up the difference of those nine units that didn't get developed. We don't have any other source of funds. We wouldn't look to other property to make up that difference because everybody is assigned their assessment and it can't be increased from that assignment. If the developer changes their plans and develops less units than they intended originally, they would then pay us the debt service assessments associated with those lost units so the district doesn't have to look elsewhere to collect those moneys.

Ms. Jordan asked if the developer develops fewer lots and pays off the debt, what about the upkeep side of it?

Ms. Buchanan stated there wouldn't be any operation and maintenance if that happened. The operation and maintenance assessments are levied on an annual basis so we would keep the units throughout the end of the fiscal year but the next fiscal year if there is a plat that has less than

139 units then our total unit count will be reduced by the same. It goes into how the mechanism works; essentially when the developer has a plat they present it and GMS does certain calculations to make sure that the maximum thresholds are not tripped and then the true-up runs with the land so the developer is signing it but this is going to be assumed by any next subsequent owner of the property as well.

On MOTION by Ms. Jordan seconded by Ms. Bock with all in favor the declaration of consent, completion agreement, collateral agreement and true-up agreement were approved in substantial form.

FOURTH ORDER OF BUSINESS

Consideration of Matters Related to Series 2020 Construction Project

Mr. Oliver stated we don't have any construction matters for the board to decide tonight. Are there any updates since our August 11 meeting the board needs to know about?

Mr. Hadden stated we issued the notice to proceed to Vallencourt so they can get the pumps ordered for the lift station because that is the only long lead item. There is a lot of paperwork that Katie and I have reviewed setting it up to where once funds are available we can purchase materials directly in order to save the 7% sales tax and Vallencourt has been helping Katie and me with that process with his suppliers and they have been very understanding.

Ms. Buchanan stated I imagine the residents would be curious as to when they might start seeing construction traffic out there.

Mr. Hadden stated the surveyor has been in the woods. A lot of it was cleared in 2005 you probably won't see a lot of heavy traffic until around October. Contractors typically wait until the latest possible date then do everything in the shortest timeframe.

Ms. Jordan asked what is the contract time of completion? Will they be done the end of the year?

Mr. Hadden responded the end of March it may be earlier than that. We have to have some lots available for the builder by the end of March.

Ms. Jordan asked do you know who the builder is?

Mr. Huck stated builders don't like to be disclosed until the project is further along and they can put up a "coming" sign. We will remain silent on that tonight.

Mr. Oliver stated at the last meeting we discussed using a side road as the construction road. The district engineer and I had a conversation with the developer shortly after the last

meeting and as the engineer determined that road is not stable enough to temporarily asphalt. To do so could create liability issues. I did want you to know that the developer reached out to explore options were on that.

Ms. Jordan stated that means they will be coming through the primary resident area so we can let the residents know if they have questions on that.

Mr. Hadden stated that is accurate.

Mr. Church stated I know we can't discuss who the builder is, but when that does happen and the developer goes into contract with them is there any way that they can put funding in for improvements on what we have existing here already? I know a lot of times builders want to get in and there is always, we will help you out a little bit even if it is \$15,000 or \$20,000 to improve our entrances coming upfront. The place is looking a little out of date up front and I'm trying to get a way to get funds for improvements that somebody else will pay.

Ms. Jordan stated even if we can't get them to improve the front area or that strip of land, maybe ask them to put the park in that area. There is only one park so whatever builder comes in I think it will help them sell the property. Have them install that park as part of that contract. We are not developers we don't know if that is possible but that would be beneficial to our community.

Mr. Tew stated we will discuss that with the builder and see if he wants to make a contribution.

FIFTH ORDER OF BUSINESS

Consideration of Cost Proposal for Landscape Maintenance

Mr. Oliver stated next is consideration of cost proposal for landscape maintenance. As you will recall at our last meeting we talked about soliciting proposals. Yellowstone is just completing their second year of a three-year contract and they asked for a 3% increase for FY 21 that would raise their annual fee from \$72,000 to \$74,000. The board reiterated that they wanted to go out for cost proposals to make sure that we are getting good market value. I think the overall satisfaction with the firm has been good. Kudos to Pat Szozda, the new operations manager, for hitting the ground running. He put together a detailed project manual to provide to proposers. He reached out to six firms, five of the firms came to the required on-site pre-bid meeting, and five firms submitted proposals. I sent the supervisors a worksheet that shows the five firms and their pricing.

All five proposers are large firms that are well known in the CDD business in Northeast Florida. Those firms are Brightview, Down to Earth, Duval Landscape, Tree Amigos and the incumbent Yellowstone. We requested proposals include two pricings; one with irrigation included so you don't get nicked and dimed for all the irrigation repairs and the other one is a price without irrigation included and that would be billed on an as-needed basis, which typically run up some large expenses. We also asked for renewal prices for years 2 and 3. For the three-year total with irrigation included the lowest was Down to Earth with a three-year total of \$214,659 and Tree Amigos second at just over \$223,000, Brightview third at \$226,000, Yellowstone at \$239,000 and Duval came in at almost \$300,000. We took the evaluation criteria and a copy of that was also provided to you and provided to all the vendors. It is evaluation criteria to rank the proposers on personnel and other resources, experience, understanding scope of work, price and another component of price is allocated to the is the price criteria and the lowest price firm gets 20 points and the other firms get a ratio of that based on their price compared to the low bid. In this case, Down to Earth got the full 20 points, Tree Amigos got 19.19 points, Brightview got 18.96, Yellowstone got 17.89 and Duval got 14.46 points. All the other areas we will have to determine through Board discussion and consensus. If you need more time with the proposals or if you want time to contact these firms or other districts that use them, you can certainly do that.

Mr. Church stated I did see Pine Ridge and I went over there and also went to the Villages because I wanted to see Down to Earth's work. It is phenomenal to me, everything looked great. I know Duval is way high priced. Tree Amigos used to do this community at one point.

Mr. Oliver responded yes, they were the original firm.

Mr. Church stated Down to Earth is cheaper and their work is great, but is there any way for next year's budget that we can keep the dollar amount in there? I'm trying to get improvements done upfront. If there is a way we can keep that budgeted money there to get the improvements done upfront and go with Down to Earth because they will be lower over the next two years, I don't know if that is something we can discuss or not.

Mr. Oliver stated it is because you will have your line item for landscape maintenance, which is tied directly to the contract and then you will have landscape contingency. You can do that.

Ms. Jordan stated I reviewed Down to Earth and the other companies as well. Bushhogging is something they are responsible for especially in regard to the pond immediately next to the

amenity center. I don't know the schedule but in looking at these bids bushhogging seems to be a separate line item. They are the cheapest but I'm not interested in paying any more than what they bid, they need to know the scope of the work and they need to know everything it is going to entail. The first year we had Yellowstone they came back and increased it by \$30,000, which made them more than Duval.

Mr. Church stated bushhogging shouldn't even be in there because those ponds should have been on a bi-weekly basis to clean, you shouldn't have to bushhog anything if they get out there and do their job. I don't know why that should have been a separate line item because Yellowstone should be out there and we had this discussion with Yellowstone on a bi-weekly basis that they need to keep those ponds clean. If that is not happening then that is a bigger issue.

Ms. Jordan stated there is another line item that was confusing, it says standard palms they do two times per year, there are 18 of them, they give a price for specialty palms and anything over 15 feet is an additional \$35. Are they saying that I'm going to have to pay an additional \$35 when these palms get over that or are they saying these 18 and 7 palms are included regardless of their height?

Mr. Church stated \$35 per palm is a lot less than we were paying any other company. I'm only looking at Down to Earth.

Ms. Jordan stated the other companies don't have those line items, they do have the bushhogging, which is a little bit more. Yellowstone knows everything our community needs and where it's at and I want to make sure that if we approve Down to Earth because of their pricing they are fully aware of the scope of the work and they aren't coming back in six months and ask for another \$30,000. If Yellowstone is saying I will do your project for the irrigation and charge you \$79,000 and Down to Earth is \$10,000 less, I want to save the \$10,000 but I don't want them coming back asking for more.

Mr. Church stated last time I talked to Yellowstone all the valves, etc. were fixed and the irrigation was 100% up to par now.

Mr. Szozda stated we included that whole lake bank in as part of the new proposals so that will not be a bushhog issue any longer, that is going to be maintained. It was very unsightly. That is part of the reason Yellowstone increased by roughly \$5,000, but to my knowledge all the irrigation is completely functional.

Mr. Oliver stated we have a better scope of services that has more clarity than the previous one did. We also have a new operations manager and a different approach by the board. A lot of the concerns you talked about will be included as terms of the agreement. The contractor will have to stick to the terms of that contract. Probably the two most important things on the ground to make this work will be the landscaper's project manager and the CDD's operations manager, and I'm confident Pat will do a good job. They are going to have to run a tight ship themselves. Pat does Pine Ridge Plantation so he is familiar with that company also. This isn't a formal RFP, you can reach consensus on who you would like to rank in order or you can take more time to look at these proposals and visit some other sites, it is purely up to the board.

Ms. Shannon asked can we include in the contract something to the effect that the price they bid is the price they get, no more than that?

Mr. Church stated I agree, it should be board approved.

Mr. Oliver stated if the landscaper finds something significant they need to bring it to Pat and then Pat can bring it to the board unless it is an emergency repair.

Ms. Jordan asked Pat are you familiar with any of these companies?

Mr. Szozda stated I have Down to Earth at Pine Ridge, Tree Amigos at Ridgewood Trails, Yellowstone is on two of my properties but different account managers. Duval priced themselves out of consideration. Brightview I have not had good reviews on. My personal opinion is, I'm having a little trouble with Down to Earth, they hired some new people, it has been a little bit of a struggle with them, but they are the low bid. If I had to make a recommendation it would be between the incumbent, Yellowstone, they are very familiar with the property or Tree Amigos. That is just if I had to make a recommendation.

Ms. Jordan stated a \$3,000 difference is insignificant if we can't get hold of them.

Ms. Bock stated I'm on one CDD board that uses Tree Amigos and they attend the CDD meetings so they want to communicate with us, they have been very responsive. They are a good company.

Mr. Church asked wasn't Tree Amigos released from here for lack of service? They were our provider and I heard there were a lot of problems and that's why we didn't sign a new contract. Is that not true?

Mr. Oliver stated that is not the case. They were here until during the great recession, the original developer could no longer pay invoices so and Tree Amigos left.

Ms. Jordan stated I would rank Yellowstone first because they are aware of the scope of work and everything we need and Tree Amigos second.

Mr. Oliver stated with the points that would lift Tree Amigos to the top ranked firm. Is the board in agreement that the top ranked firm based on experience and familiarity with the project and also the score combined the top ranked firm would be Tree Amigos? Counsel will prepare an agreement, which we will bring back to the board but as we prepare the agreement the vendor would also have a chance to review that agreement so they understanding these redlines you mentioned earlier and they are used to working with CDDs so they understand that.

Ms. Jordan stated I would like to ask if we could get that three-year bid similar to Yellowstone, maybe a little more stagnant in its increases.

Mr. Church stated I would like a walk through with them with Pat if he can set that up. I want everybody to be aware of what we are asking for.

Mr. Szozda stated I want everybody to be on the same page and as far as your final decision I don't think you would go wrong with either company.

Ms. Buchanan asked as far as the current vendor, do we have a certain date? We are probably going to be required to give notice to them. Is it the thought that we give them notice after next month's meeting or try to do it concurrent?

Mr. Oliver stated that would be my thought just in case there is some type of problem with the contracting process.

On MOTION by Ms. Bock seconded by Ms. Jordan with all in favor Tree Amigos was ranked no. 1 and staff and Mr. Church will meet onsite with the vendor prior to drafting the agreement for landscape maintenance to be considered at the October board meeting.
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SIXTH ORDER OF BUSINESS

Update Regarding Reopening of Facilities

Mr. Oliver stated I have consulted with the chair as well as Supervisor Jordan to try to take care of the phased reopening matters as they came up. Sometimes we need to do things between meetings. As you recall the board approved an agreement as we have done each year for many years for Clay High School to use the facilities for swim meets and practices. As part of that it did not include Monday afternoons, we had closed Mondays at the pool because of COVID and we have now found a way to safely reopen on Monday afternoons and still provide for maintenance

in the mornings. We now are allowing and have changed their contract for Clay High School to swim on Monday afternoons. Also Monday afternoons are open for residents to use. We are beginning to ramp up some other areas and one is guests that can be brought to the pool. Right now to ensure there is no overcrowding we are allowing two guests per family to use the facilities. We expect that to go up in the future but we are trying to keep the head count as low as possible at the pool so we can maintain the distance. Finally, Freddie and staff will put out a limited amount of pool furniture and that is being done at some other districts also so we can have adequate spacing. It is not a heavily staffed facility so we are not going to have concierge service where someone is wiping chairs every time someone gets up and leaves. We are going to make sure that residents know that they need to follow the same safety precautions they have at parks and other places to be aware of the fact that other people are using that furniture but they should take precautions with towels and cleaning up and that type of thing.

Mr. Church asked can we open for party rentals?

Ms. Jordan stated I had a resident ask about party rentals and I think we already voted that we would hold one vote at a time. It could be 25 people.

Ms. Buchanan asked how many people on the swim team? Was it just the kids or parents too?

Mr. Church stated there was a big meet there today.

Ms. Jordan stated I understand the parents were outside and only people going in were actually swimming.

Mr. Oca stated we only have about 45 people on the pool deck, everybody else is outside and they rotate to keep those numbers under 50. Pretty much anybody on there are the timekeepers, which are the parents and the actual teams swimming in those heats.

Mr. Jordan stated I have heard from residents that the swim meets are going well as far as keeping the pool deck open for the residents.

Mr. Church asked can you put hand sanitizing stations under each covered portion that we have?

Ms. Jordan stated we would have to fund that. I don't want to fund something the residents can bring themselves or they can get in the pool and sanitize with chlorine.

Ms. Bock stated I agree and you will have somebody who takes the bottle home with them and there we are.

Mr. Church stated I meant the machines that they have in bathrooms.

Mr. Oca stated if we can find the automated ones I will look. We tried to get wipes for the gym and I had to wait two months just to get four rolls in.

Ms. Jordan stated some of the hospitals are using UV rays to sanitize.

Mr. Oliver stated regarding the party rentals if the board is fine with this staff can work with Supervisor Jordan to come up with some type of restricted protocol to allow phasing in parties, realizing that down the road we can do it more fully.

SEVENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Church asked I know these are county road but who is responsible for damage done by construction vehicles?

Mr. Hadden stated most of the heavy construction vehicles will be working on the site. We usually take pictures of any damage to the curbs and street before they start and if it is sidewalks or mailboxes generally the contractor will make good on that type of thing. We have all seen roof truss trucks going down the road, those are the hardest things to drive and maneuver through a subdivision. That is what I worry about when they start building houses.

Ms. Jordan asked if any personal property is damaged by any company or vendor coming through it would be on the vendor's liability insurance to repair that personal property.

Mr. Hadden stated correct.

Ms. Jordan stated I know David was working with staff regarding the park area. Right now we have a bench and concrete slab and the board approved \$5,000 to complete that park. I want to see where we are in that budget and if we can add a covering for that area.

Mr. Church stated Yellowstone said with \$5,000 we were going to get about 15 little bushes and maybe a tree.

Ms. Jordan asked what about a covering?

Mr. Church stated I asked Chris way before if we could go a gazebo because a picnic table is sitting out in the middle of nowhere and looks terrible. I asked if we could do a cover over that or anything. He said yes, we can do anything and now Pat is here.

Mr. Szozda stated I can look into that. This is the first I have heard of it.

Mr. Church asked will you email me your schedule and we can meet over there.

Mr. Szozda stated absolutely. I will be on the property Thursday late afternoon if that works for you.

Mr. Church stated I can be here Thursday by 2:30 p.m.

Mr. Szozda stated I'm going to be there for a while, we have a lot of projects going on.

Ms. Jordan stated Freddie and I have been working closely on the lengthy list of projects he mentioned at the last meeting. Do we have a timeline on when the bridge will be cleaned?

Mr. Szozda stated that is on the agenda for sure. I have walked that bridge and totally agree with you and we have the equipment to take care of that and that will be done hopefully, within the next couple of weeks.

Ms. Jordan asked can you give me an update on the middle fountain? I know a lot of this has been fixed.

Mr. Oca stated We have various water features with problems and we worked on three of them since our last meeting and a part is on order for that particular fountain. They run so many hours a day they last about two years. They are not made to run 24/7 that is why we put a timer on it so they should last longer but the one in the middle is on its third year.

Mr. Church stated it looks 100% better now than it did last year and Freddie and Pat are doing a wonderful job and thank you for all you do. Somebody asked about fountains in the lakes but we discussed that at a couple CDD meetings ago and that is not in the budget right now.

Mr. Szozda stated they are great when they work but it is a money pit.

Ms. Bock stated I want to commend Shannon and David for being out in the community and those of us who don't live there don't have the advantage you have so it is great that you go out and talk to people in your community and bring things back to the board. We are restricted to talking to each other or exchanging emails and I think it is very good that you bring these things to the meeting. In the interest of time if there are things that you can talk to Freddie about or to Pat about before the meeting then instead of you bringing up something to them, give them a heads up before a meeting and they can possibly get the job done and report back so it is time well spent.

Mr. Church stated I do talk to Freddie and the only reason I brought things up is because we have residents who don't hear what is going on between Freddie and me and Shannon and they are taking for granted that things are not getting done or Freddie is not doing his job and I want our residents to know that Freddie is out there working.

Ms. Jordan stated I talk to Freddie almost every day, but I bring these things up because the residents aren't aware of what it takes to be the manager of the facility.

Ms. Bock stated we have heard pergolas, some kind of shelter in a park; I think we need to make the residents think always when they ask for something like that, send them back to the budget, it is public and they can see we don't have excess. Every cent that comes in we have a place to put it and I think we are very good managers of the CDD's money. It is great to have these wishes but that is all they can be sometimes. Jim is very good and can show us where we can take money from this place and put it somewhere we can use it, but unless it is there, there is no pergola, no fountain, no nothing.

EIGHTH ORDER OF BUSINESS

Audience Comments

Mr. Briggs stated Adventureland in Polk County was operating last weekend, all the furniture is out, you can go to Volcano Bay and all these other water parks. This is a new complex. At our pool unless the swim team is there or there is an event there are only 10 people. Bringing out all the furniture isn't going to hurt anything. I think it is time to bring the furniture back for the people who want to use it.

A resident asked not developing the side road for Phase 3 fully for residential traffic strictly for commercial trucks, I drive an 18-wheeler for a living and have a million miles under my belt and I wouldn't drive into this neighborhood. That is a direct shot for these framing trucks or roof truss trucks to come down to where they don't have to make that turn. I'm not saying develop the road and not for residential traffic, develop it enough to where these construction trucks can get down it and not have to come through the neighborhood. There are going to be mailbox issues, there are going to be curbs, there is going to be damage and I understand it is the liability insurance of the carrier itself, it is just what headaches is the community going to go through, how long are we going to have to look at damage before it is turned in to their insurance company, fixed, etc.

Ms. Shannon stated maybe we can add something in regard to a 30-day turnaround to provide an estimate of repairs for any potential damage to the contract with the builders. Mr. Hadden commented earlier about that back road not being stable but is that something we can add to the contract?

Ms. Buchanan stated I think the contract already contemplates that. The challenge is going to be that it is going to be the thousands of subs and sub-subs that come through. It is not going

to be Vallencourt and that will continue through home building. The best reaction is if you see it happen just write down the company name on the truck and generally when you call them they will fix it, but it is going to be a challenge to identify who actually caused the damage and I don't think Vallencourt would agree to be responsible for all damage because there is not necessarily a way to prove that it was their fault.

Mr. Hadden stated if we could improve the road you are talking about for zero dollars to the point we could get construction trucks back there, if you look where they come into the 53 lots that we built two years ago there is still a lot of mailboxes you have to drive through to come from there back to the new Christmas tree area as opposed by coming by the clubhouse. I'm not saying it is the same distance but it is pretty close. There is no way we can get back there without impacting part of the neighborhood; the front part or the back part.

Mr. Frank Mattera stated I want to let Freddie know that I went to the amenity center last week and went through the whole place and it looks really good. I wanted to get back to you because I have been pretty vocal the past couple meetings. Things are getting better and I wanted to thank you for your job.

The roads are not CDD roads but the one main road coming in after a certain time there are cars parked and you have trouble getting through. I know we are supposed to call the sheriff and they are supposed to come, they don't want to be bothered but can we send letters or not because that is something we can't do?

Mr. Oliver stated we have no authority over county owned roads.

Ms. Jordan stated take it to an HOA meeting to see if they can prevent street parking or parking on one side only.

Mr. von der Osten stated if the CDD is paying for private patrols from Clay County Sheriff officer and it is a Clay County road I believe they would have the ability to issue some type of warning ticket.

Mr. Oliver stated they do have the capacity to do that, but the district can't dictate what laws they enforce and which laws they don't enforce.

A resident stated they gave me the impression they don't want to keep coming here because it is a daily thing and they would be called every single day because there are 6 – 8 cars and the same cars every day. They know they are causing an issue and it is frustrating. I understand; our hands are tied.

Going back to the UV light at the pool, that may be a good investment because I have a UV light for my phones but that is something that one person can walk around and use. Maybe get a price on it and think about it down the road. All the people I talk to bring their own sanitizer.

Mr. Oliver stated Freddie will get a price on that.

Ms. Shannon asked do we have an update on the pothole/sinkhole?

Mr. Hadden responded I met with the county engineer who is also the public works director for Clay County and he is aware of it and I shared with him that four or five times his crews came out and put cold mix in there to fill the hole and it sinks over the next 30 days or sooner. We talked about what needs to be done, the inlet needs to be taken out, the pipe taken out and proper backfill put in and he has promised it is on their work list for a permanent solution. He realizes the cold mix has cost as much as the permanent solution had they done it 5, 6, 7 years ago when it first appeared. It is on their radar to do but he has not told me when.

Ms. Jordan stated if you could get a date when that will be done, I would appreciate it.

Mr. Hadden stated I will reach out to him and see if we can get a timeframe.

A resident stated we are in the new loop and were told that when this loop was finished our road would be paved but now that they are putting in the new section behind is that is not going to happen any time soon, because our roads are not finished.

Mr. Hadden asked what road were you told would be paved?

A resident stated the whole loop isn't completed.

Mr. Hadden stated what you have is the first lift of asphalt. A permanent road consists of two 1 ¼" lifts of asphalt. The first was put down, the county requires a developer and in this case it is Richmond America to put down the first 1 ¼" then when 80% of the lots have an occupied home that might be two months it might be two years at that point they have a bond from the developer to go back and put in the last course. The reason for that is while homes are being constructed you have contractors parking in the road, trucks leaking oils, equipment leaking diesel fuel and it used to be you had a brand new road and two years later it had holes in it. If they pull the trigger tomorrow they would cut out a 4 foot by 4 foot square everywhere there is a place with diesel fuel or gas and repair just that patch. Then they would come back in and completely repave the entire loop. They will do that but the county won't allow them to do that until 80% of the homes are occupied.

Ms. Crocker stated I live on Laurel Springs and they finally mowed by our post office boxes but they did not put anything in that looks like real grass, it looks like mowed dirt and at the other end of Laurel Springs there is a pond behind a house and you can't walk on that section of sidewalk for all the weeds and bushes.

Mr. Church stated Pat and I discussed the mailboxes. I did not know about the back pond. I'm meeting with Pat on Thursday and we will walk that. It was not included in the contract because it wasn't built at the time. We will come up with a solution.

Ms. Crocker asked is Laurel Springs Road going to be a construction road?

Ms. Jordan responded no.

Mr. Church asked that is going to be the 218 extension and there will be a pull off for the back community?

Mr. Hadden responded correct, when you turn off of Sandridge now it is barricaded where you turn right to go to the amenity that road will continue on straight. The county is going to build that road not the developer and they will take it all the way down to the next interchange, which is just south of Rolling Hills, which is the Shablon property and they have a full interchange down there and that will be the way for traffic on Sandridge to get on the expressway as opposed to going out to Henley.

Mr. Church asked when are we going back to live meetings?

Mr. Oliver stated I hope soon. The governor has not yet extended the executive order so it could very well be for our next meeting, I do not know yet.

Mr. Church stated Helena wants to know the date they can start rentals?

Ms. Jordan stated that is not set yet, Freddie and I will go over the provisions of opening safely unless you want to vote on that topic.

Mr. Church stated let's just open one party room right now.

Ms. Jordan stated I think it is a good idea for Freddie to work with a board member to make sure we are following CDC guidelines and doing it the best way possible, which we are having the swim team and the number of people on the deck and residents being able to bring their guests. We need to be smart about how we do this so we don't end up with issues.

Ms. Buchanan stated I'm happy to work with you and Freddie, the reality is that we would likely use a modified rental agreement that has an addendum that specifically says that the renter

is responsible and will indemnify the district for any liability that stems from their party. That is what we need to protect the district.

Ms. Jordan stated Freddie and I will work with Katie to get a new agreement created and get it open as soon as possible.

NINTH ORDER OF BUSINESS

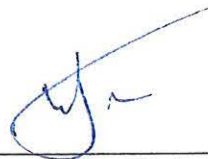
**Next Meeting Scheduled for October 13, 2020
@ 6:00 p.m. at Rolling Hills Amenity Center,
3212 Bradley Creek Parkway, Green Cove
Springs, Florida 32043**

Mr. Oliver stated the next meeting is October 13, 2020 at 6:00 p.m.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the meeting adjourned at 7:33 p.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman