

TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, August 25, 2015 at 2:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Aage G. Schroder, III	Chairman
Kathleen Venezia	Vice Chairperson
Joseph Quinto	Supervisor
Brian J. Wing	Supervisor
Chuck Labanowski	Supervisor

Also Present were:

Dave deNagy	District Manager
Mike Eckert	District Counsel
Preston Doub	District Engineer
Steven Dupries	England-Thims & Miller
Jeff Brooks	England-Thims & Miller
Mark Insel	Vesta/Amenity Services Group
Jeff Branch	Vesta/Amenity Services Group
Roy Deary	Vesta/Amenity Services Group
Blake Dougherty	Austin Outdoor

The following is a summary of the minutes and actions taken at the August 25, 2015 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. deNagy called the meeting to order at 2:00 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Affidavit of Publication**

A copy of the affidavit of publication of the public hearing was enclosed as part of your agenda package.

**FOURTH ORDER OF BUSINESS****Staff Reports****D. Landscape Manager**

Mr. Dougherty stated I have been working with Jeff Branch on the punch list they provided from the last meeting. One thing I will to add and the punch list is selected herbicide for the juniper bed at Porta Rosa and the juniper bed here to get some of the weeds out. We have the exterior berm completed and we are working on the interior berm. To add to the ponds, we are staying of top of those as best we can, the weather hasn't been too helpful. I think we are getting half of them done each week it is just a slow process with this weather. We have been bringing in extra guys every Friday.

Mr. Quinto stated just before the circle is all dirt. Are we getting any grass in there?

Mr. Dougherty stated I think the area you are referring to you have some large Live Oaks in those areas and between the sidewalk and the road there is not a lot of turf area and that canopy has led to it being sparse.

Mr. Schroder stated the grass won't grow in the shade, we may want to see about ground cover in that area.

Mr. Labanowski asked how would junipers do there?

Mr. Dougherty stated they would actually do really well.

Mr. Schroder stated we can have staff look at that as to how big of an area we are talking about and bring that back with a plan that we can consider.

Mr. Labanowski stated you mentioned all the outside berms are done. What about over on 16?

Mr. Dougherty stated 16 those were sprayed and they may have to go back.

Mr. Labanowski stated the vines have grown to the tops of the pine trees over there, the weeds are as tall as I am. You are also trimming some of the trees to raise the canopy.

Mr. Branch stated no that was done a while back to allow the trucks to have clearance.

Mr. Labanowski stated we had an HOA meeting at which time speeding was brought up. Unfortunately, you can't see the speed limit sign the tree has grown over and it needs to be trimmed.

Ms. Venezia stated coming out of Murabella there are two trees and the closest to the streets is leaning.

Mr. Branch stated they may need to be restrapped.

**A. Attorney**

Mr. Eckert stated the district is subject to the prompt payment act and the prompt payment act requires the district to establish procedures on how to deal with a disputed invoice. Most of the time the prompt payment act applies when someone submits an invoice and it is erroneous in the sense that the amount is wrong or the time period for which it is being billed is wrong. However, it also would apply when we have a dispute in terms of whether or not the work was done that was supposed to be done under the contract. We provided a resolution that adopts a procedure that basically puts the burden on the district manager to work to resolve the dispute and they can consult with the district engineer and district counsel depending on what type of contract it is and then render a decision within 60 days after which the payment request was received by the district. We are currently, as we are with lots of different laws, having discussions internally within our firm with all the attorneys that work on CDDs to try to come up with a little more detailed approach on how we are going to deal with the prompt payment act in the future. For now I would ask the board to approve this procedure then we will come back to you probably before the end of the end of the year with a little more detailed procedure that draws a distinction with how we are going to deal with construction related invoices versus maintenance related invoices.

Mr. Wing moved to approve Resolution 2015-18 and Ms. Venezia seconded the motion.

Mr. Eckert stated since this was not listed on the agenda we should take any audience comments prior to a vote on this item. If anybody has any questions about this resolution, which basically says that in the event we have a payment dispute with a vendor the district manager is going to work to resolve that within 60 days.

There being no public comment,

On voice vote with all in favor the motion passed.

**B. Engineer**

Mr. Labanowski stated in regards to the as-builts what do we currently have because I noticed some sections we don't have. Do we have the correct as-built here?

Mr. Doub stated I would have to look at what you have to tell whether you have everything or not.

Mr. Labanowski asked can we get the rest of the community because San Marino is not in there and Pescara is not in there?

Mr. Doub responded that part we didn't do those were done by another engineer.

Mr. Schroder stated we need to request copies from the engineer so we can complete our file.

Mr. Brooks stated it may be easier to contact the county because they would have pdfs of all that stuff and it can be printed. They would probably be the better source.

Mr. Doub stated we can request it and print it for you.

Mr. Labanowski stated also there are no irrigation maps other than what we currently have, nothing showing the location of junction boxes or anything.

Mr. Doub stated we put that together based on working with Austin. They had some marked up plans and things like that they gave to us, very sketchy information.

Ms. Venezia stated when this community was built the developer had to know where the lines were and the valves.

Mr. Doub stated they did that as a developer funded deal and then brought it to us as an acquisition and we really struggled to get the little bit of information we got.

Mr. Schroder stated I know a lot of information is missing and there has been a lot of change and we need to do that before we turn it over in October. There is another item coming up later that one of the issues is location of the irrigation lines.

Mr. Eckert stated let me suggest we get a list of the documents we think we don't have and figure out where we are going to request them from. It sounds like the as-builts on the ponds you can get from the county because they had to be submitted to the county. In terms of the irrigation and things, Preston you are going to have files related to the acquisition, I'm going to have files related to the acquisition, Dave may have files related to the acquisition. The other

thing we can do is reach out to the developer and say we are missing this and this and can you provide it to us. I don't see a reason why if they have it they wouldn't provide it.

Mr. Doub stated they couldn't produce the as-builts for us so short of that there is a letter that they had a landscape architect submit to the district and basically that is all we had to rely on.

Mr. Schroder stated Austin by virtue of having been here over the years probably know more about it than anybody else. How do we get them to help us?

Mr. Doub responded I have the stuff that they gave me, which I'm happy to give to you. It is something they sort of developed as a part of learning the system. It is maps with hand written notes and things like that, it is not very detailed.

Mr. Branch stated a lot of it can be overcome by any company if they have locators because the wires run along the main irrigation line. They can locate the main lines. The problem in the future is going to come where we try to go into areas that are not irrigated where we may have to go under a road.

Mr. Schroder stated we are going to put together a list of items that we do not have so we can begin to acquire those.

Mr. deNagy asked who is going to generate that list?

Mr. Branch stated I can work on that.

### **C. Manager – Discussion of Meeting Dates for Fiscal Year 2016**

Mr. deNagy stated I have the meeting schedule for fiscal year 2016. We have 11 meetings planned, no meeting scheduled for December.

Mr. Wing stated I believe all meetings ought to be in the evening but certainly the budget meeting should not be held in the afternoon it is not convenient for homeowners.

Mr. deNagy stated we have the budget meeting in May, which is at 6:00 p.m. and adoption will be in July and that is at 6:00 p.m.

Mr. Labanowski stated I thought we were moving to a different day.

Mr. Eckert stated I thought we ended up with Tuesdays because Thursdays didn't work.

Mr. Labanowski stated I thought it was earlier in the month that we were going to meet and not the end of the month.

Mr. deNagy stated I think we did plan on meeting the second Tuesday of the month and we can change the dates on the notice.

On MOTION by Mr. Quinto seconded by Mr. Labanowski with four in favor and Mr. Wing voting no the fiscal year 2016 meeting schedule was approved as amended.

**E. Operation Manager (ASG) Report and Pictorial Maintenance Report**

Mr. Branch highlighted the items in the monthly report.

Mr. deNagy presented the proposal from Future Horizons for fiscal year 2016 with no change in price from fiscal year 2015.

On MOTION by Mr. Labanowski seconded by Ms. Venezia with all in favor the proposal from Future Horizons for fiscal year 2016 was approved with no change in the contract price and staff was authorized to prepare an agreement for fiscal year 2016 services.

Mr. Branch reviewed the two proposals dealing with installation of irrigation on East Positano.

Mr. deNagy stated we have a meeting in a couple weeks and if Jeff can get with Austin to locate that line then get Duval Landscape back out for a bid we can have that information back by September 8<sup>th</sup>.

Mr. Branch stated I have potential costs and suggestions for a dog park. I need to get together with Brian and discuss a possible location in Pescara and size of the dog park.

Mr. Labanowski stated Supervisor Wing was talking about shade in the park area and if we get away from the playground area and go to the far end of the Pescara field there are two picnic areas with canopies. We could possibly separate the dogs by size and have two dog parks, then you have a canopy, a place to sit down, you have the water.

Mr. Wing stated we will walk that area and figure out a good size, location of an entrance and what makes most sense and we will bring that back hopefully to the next meeting.

A number of residents voiced opinions on the pros and cons of the proposed dog park and other possible capital improvements that resulted in staff compiling a list of proposed capital

expenditures to be presented at the September board meeting to eventually go out in a survey in order to solicit input from the residents.

**F. Amenity Center Update - Report**

Mr. Insel reviewed work items taken care of for the amenity center and highlighted items in his report.

**FIFTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

**A. Approval of Minutes:**

- 1. July 14, 2015 Meeting**
- 2. August 11, 2015 Special Meeting**

**B. Balance Sheet as of July 31, 2015 and Statement of Revenues & Expenditures for the Period Ending July 31, 2015**

**C. Month-by-Month Income Statement**

**D. Assessment Receipt Schedule**

**E. Approval of Check Register**

Amendments to the July 14<sup>th</sup> and August 11<sup>th</sup> meeting minutes received from the supervisors will be incorporated into the final documents.

On MOTION by Mr. Labanowski seconded by Ms. Venezia with all in favor the consent agenda items were approved to include amendments to both sets of minutes.

**SIXTH ORDER OF BUSINESS**

**Public Hearing Adopting the Budget for Fiscal Year 2016**

**A. Consideration of Resolution 2015-16 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2016**

Mr. deNagy stated we will be considering two resolutions while we are in the public hearing and those are Resolution 2015-16 adopting the budget and 2015-17 imposing the special assessments and certifies the roll to St. Johns County for collection.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the public hearing was opened.

Mr. deNagy stated there have been no changes since we approved the budget, the assessment went up \$30 and that is reflected on page 2, the per lot assessment went from \$1,017.98 to \$1,049.37. The new Duval Landscape contract amount of \$265,236 is reflected at the top of the page along with landscape contingency and bond bank reserves that we moved from the capital reserve. Pages 3 – 10 are the line item descriptions for everything in the general fund budget. Pages 11 and 13 outline the debt service fund budget for the 2005 bonds as well as the new 2015B pond bank remediation bond and the 2006 bonds are on page 18, the corresponding amortization schedules are included indicating what principal and interest payments are needed for those bonds. On page 20 is the capital reserve fund. One thing we need to add to that is expected expenditure for fiscal year 2016, which we will do before we finalize the budget.

Mr. Clabots stated we have now had an engineering study of pond banks, we have our first phase, which we know what it is going to cost the community phase 1. The board developed a five year capital expenditure plan, which would be part of that today that projects the cost of all the pond bank renovations going on for three to five years and what the potential impact to each resident would be of future assessments for that. The second piece of that would be a capital budget that looks at the facilities wearing out after 10 years, is there a projected budget for that and the potential impact upon residents for assessments?

Mr. deNagy stated I will answer your second question first, we have a capital reserve study that goes out 30 years and that is incorporated into our budget, in fact if you turn to page 2 of the general fund budget the very last line item in that budget is capital reserves and that is funding our capital reserve budget. The capital reserve study is online and you can see what expenditures are outlined. To answer your first question if I understand correctly, we are doing 3 of the 21 pond banks right now and that is serving as a basis for our cost estimates to finish the

remaining pond banks. We don't have an estimate yet what those costs are going to be or the financial impact is going to be to the residents.

Mr. Clabots stated I think it would be helpful to the residents of this community if you could put some estimates of what those future expenses might be and what it might mean for us as residents.

Mr. deNagy stated absolutely.

Mr. DeFranzo stated I want to implore upon this board to really look at every line item and look at how you would reduce the budget at least keep it constant for a couple years. This constant increase even though it is \$30 it just keeps going up it is creep, creep, creep. I think there are definitely areas in there that you guys can shave to get it back to where we are not increasing our budget every year.

Mr. Schroder asked is there any need at this point to try to identify items that could be reduced, do we need to do that now or do we need to do that later after we adopt the budget?

Mr. deNagy stated we can do that all through the year and when we are working on the fiscal year 2017 budget we can incorporate that into the budget. We look at this all year round anyway. One of the big drivers to the general fund budget going up this year is we had a lot of maintenance items that needed to be taken care of that were added to our budget. We look at the different line items, different contracts and so forth to try to reduce costs.

Mr. Eckert stated to the extent that you see a line item you think should be reduced, if you want it to have an impact on the assessments now is the time to consider those. If you don't consider it now then the assessments, will be what they are and whatever you save will be money you will have at the end of the year you can use for something else.

Mr. deNagy stated just to refresh the board's member when we approved the budget we had a much higher number and actually did reduce it. I think we were looking at about an \$80 a year increase and we brought that down to about \$30 a year. We did go back and we did scrub the numbers and we did look at the different line items.

Ms. Venezia stated refresh my memory. I think for the bond issue wasn't there a slight decrease on that?

Mr. deNagy responded yes, in the series 2005, their debt assessment went down and the O&M went up so it was almost a wash. Next year when we hopefully refund the 2006 bonds we

will see the same thing for the series 2006 and see the debt assessment come down and level that out like the 2005.

On MOTION by Ms. Venezia seconded by Mr. Labanowski with all in favor Resolution 2015-16 was approved.

**B. Consideration of Resolution 2015-17 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2016**

Mr. deNagy asked are there any public comments on the assessments? There were non. Again, the assessments are moving from \$1,017.98 to \$1,049.37 and that is about a \$32 increase.

On MOTION by Mr. Labanowski seconded by Ms. Venezia with all in favor Resolution 2015-17 was approved.

On MOTION by Mr. Quinto seconded by Mr. Labanowski with all in favor the public hearing was closed.

**SEVENTH ORDER OF BUSINESS                      Consideration of Duval Landscape Agreement**

Mr. Eckert stated what we included in the contract were the extras that are in paragraph 3 that the bidder had included in his bid. I know there has been some discussion by the board in the past in terms of whether or not you can trade those extras out for some other additional services and I recommend you approve the contract as bid right now and to the extent that you want to negotiate for some sort of different add-ons you can do that through a change order but I don't feel entirely comfortable about going through a whole bunch of negotiations after we competitively bid it out. I think that is something you save for a later date.

Mr. Quinto stated I don't understand why we have to approve this when we haven't even seen this bidder. I would like to speak to him personally.

Mr. deNagy stated Jeff, Aage and I are meeting with Duval next Tuesday and we are going to come back to the board and I will invite Milo to the next board meeting, we will give you an update of the meeting we have with Duval Landscape and that will give the board an opportunity to ask any questions they want.

Mr. Quinto stated we are voting this evening.

Mr. deNagy stated we have a 30 day out clause.

Mr. Eckert stated the form of the contract was included in the RFP and the RFP committee recommended Duval, the board accepted that recommendation, selected them and this contract follows that. I encourage any of the supervisors that have concerns and would like to talk to them individually to work with Dave and Jeff and I'm sure that can be arranged.

Mr. Quinto stated I would like to see them at a meeting with all the board members.

Mr. deNagy stated we are going to invite them to a meeting before they get started.

Mr. Schroder stated our concern is that we want to make sure we get off to the right start and everybody understands exactly what our expectations are because we want positive responses from the residents not negative responses.

Mr. Eckert stated we are going to request that they be at the September 8<sup>th</sup> meeting.

Mr. Quinto stated okay, fine.

Ms. Venezia stated I assume there will be minutes to that meeting.

Mr. deNagy stated I will record it, I don't know that we will have it transcribed but you can listen to the conversation.

Ms. Venezia stated I think that might ease Joe's concern. I can understand what he is saying but I think all of us meeting with them getting bombarded with all of us they are going to back off.

Mr. Wing moved to approve the contract for Landscape maintenance services with Duval Landscape and Mr. Labanowski seconded the motion.
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Mr. Schroder stated I have a couple questions that came up recently. At the last meeting we were talking about maintaining the ornamental grasses not the turf and that was not in the scope.

Mr. Branch stated it was not in the previous contract.

Mr. Schroder asked is it in the scope for this contract?

Mr. Branch stated yes it is an a la carte item.

Mr. deNagy stated it is on page 53.

Mr. Wing stated it is a la carte at extra cost.

Mr. Branch responded yes but it gives us flexibility to do certain areas.

Mr. Schroder stated the other question had to do with areas being mowed under the current contract that are not within CDD owned property. Was that bid as well in this new contract?

Mr. deNagy responded no there is no intent for them to cut grass outside of district property.

Mr. Schroder stated on Verona we probably need to count on that developer or perhaps it is in the county's right of way but that area needs to be mowed. Predevelopment it was a field and it needed to be mowed now it probably doesn't.

Mr. Branch stated that is being done by Austin outside of our contract for aesthetic purposes but Chuck and I spoke about it earlier and I will get our guys off and let them do it.

Mr. Schroder stated the other was the property right across the pond.

Mr. Branch stated it is a phone call. The question is does the board want that side of the pond maintained. They maintain it even though they don't charge us for it even though eventually it works out that way but what do you want that to look like. If you say Austin Outdoor cannot take care of that property now it is up to somebody else and we are basically relying on somebody else to do their job on their property that abuts ours and it is as high as a building.

Mr. Schroder asked you are talking about the area outside of the right of way like the pond.

Mr. Branch stated I'm talking about the hospital property on the other side of the pond.

Mr. Schroder stated but that is county road right of way and should be mowed by the county.

Mr. Branch stated the county mows it once a month at best.

Mr. Schroder stated I guess we need to deal with this afterwards. We have to move forward with this contract but we may end up having to negotiate that.

Mr. Eckert stated first of all as I understand it there were areas that Austin saw they thought would be good for the community if they went ahead and maintained, they were outside of our contract, they just went ahead and did that because they thought it would also make the rest of their work look good too I would imagine. That is what was going on just to be clear, we were not having a contract for someone to maintain private property. To the extent we are going to move forward and the board would want to mow property owned by a private owner you

would have to show that there is a benefit for the district to pay for that and we would need an easement at the very least to be able to be on that property and mowing it pursuant to any contract that we would enter into. Should you choose to go that route you can do a change order to this contract I'm sure with the new vendor at a later point. I think at one point in time we were looking at whether or not Florida Hospital even wanted that little strip of land or that property and I don't know where we left that. I think Chuck was working on that.

Mr. Labanowski stated I'm still working with them and I have requested that they come out here and look at exactly what we are talking about. Not only are we cutting that and irrigating that we are also cutting and irrigating the main pond out there on Flagler side so we are doing both pieces of property on both sides of Murabella Parkway.

Mr. Eckert stated in the county right of way we can do that, that is not a problem but if it is private property then I would have that concern and we would need an easement and also have to show that there is a benefit for us doing it.

Mr. Schroder stated I think we need to continue your efforts and hopefully we can resolve it that way.

On voice vote with all in favor the motion passed.

**EIGHTH ORDER OF BUSINESS**

**Update on Pond Bank Work**

Mr. Doub stated I would like to go through the agenda items that I passed out and a lot of this deals with change order and cost and that kind of stuff and once we go through the business side of that talk about the pond construction update and anything more that you have that you have seen in the field.

The first item is Area 4 & 5 additional work we have identified in meetings in the field and submitted a request to the contractor, they submitted a proposed change order no. 2. We looked at it preliminarily that day before the meeting and it was \$165,000. I have been through the calculations for the quantities and also all the unit prices that are in their current contract that we can cross check and we made some changes to those so the revised proposed amount is \$153,325.41 about \$17,000 less than it was the last time. Along with that they were requesting an additional 45 days for that construction period to do that work. It is a pretty significant effort

and I think we need to do the work now because we have our contractor onsite and I recommend approval.

Before we do that we can look at item 2. I looked at the costs we paid through requisition no. 17, the remaining work that is in the contract and some miscellaneous tasks that were estimated and also the additional costs for all the work related to change order 2 including engineering and legal expenses and that would put us at \$211,825 when you look at all those items. The way I got to those numbers is the change order amount of \$153,325.41 I put in about \$4,000 because this is going to end up being another two months of time that we will be dealing with the project so I put some additional time in there for Hopping Green as an estimate of \$4,000. I looked at our CEI efforts and put in a per month cost for that and also for Meskel's work, which is tracking considerably lower than their estimates but I used the worse case scenario. Then some other miscellaneous costs that is how I get to the \$211,825. All of that together would put us at \$1,105,392 in construction costs.

The other thing you have to look at is the cost of issuance of the bonds was \$63,000 we stated with \$1,204,000 so adding all that together we would end up \$35,000 left over if we spent all the estimated amounts and approved the change order.

One thing it does not include is the cost participation by Horton and I need to go through that it is pretty detailed and how I would come up with the cost they would pay for their share.

Ms. Venezia asked we are talking about \$211,000 for additional work?

Mr. Doub responded yes.

Ms. Venezia stated to me that seems really high.

Mr. Brooks stated you are increasing the amount of work by a quarter it is about 1,100 linear feet of work. There was a very small amount of work that needed to be done in areas 3 and 4, this change order no. 2 would be that work plus an additional amount of work.

Mr. Labanowski stated you are working in the same area so you should take those numbers out of the original cost then this shouldn't be on top of that because you are not going to be doing the surface work there anymore you are now doing more work so that number should come out of the picture. We should have some money left over from the original bid.

Mr. Doub stated we went through that with the contractor to separate out the existing work that he is already under contract for versus the new work that is being added and \$153,000 is the new work being added to what he already has under contract.

Mr. Schroder stated the biggest part of that is 1,100 feet of the underdrain.

Mr. Brooks stated of additional underdrain and we were roughly at 4,400 linear feet of repair work in the original contract so if you look at the cost you are close to a quarter of the total cost, maybe a little less.

Mr. Doub stated a couple things that are also adding is the staging for this. We had ideal staging conditions for the area 1 and 2 project. They are actually going to have to stage this on one of the county rights of ways.

Ms. Venezia asked what is the additional \$15,000 for miscellaneous tasks?

Mr. Doub responded those are just things that we have had along the way in the work as it has gone along. I would have to go back to the invoices to look that up for you. I just prorated to say we keep continuing to have those things, special meetings, various things like that.

Mr. Schroder asked in essence that is an estimate of what you are going to continuously need?

Mr. Doub responded yes and I hope some of those things are estimated high. Based on these projections we would have \$35,000 left over.

Mr. Eckert stated we borrowed money based on a contingency as well because we knew there were things that would come up and we had not done this type of repair work before and neither had the contractor or engineer. The money you borrowed through the financing process, there are two things you can do with that money. You can use that money to fix additional pond banks. If you choose to have money left over and not apply it towards additional pond banks that money gets repaid to the bondholders and everybody's assessment goes down by a few dollars. However, when you have to go and do that pond bank repair the next time you are going to go through the financing cost again so I just want everybody to be clear that using whatever is in that construction account for pond bank repairs is certainly the most economical way to use that money. Whether or not this particular change order makes sense is a totally different issue. I just want to make sure everybody understands using that money is very important.

Mr. Schroder stated this will to the best of our knowledge at this point complete the work we need to do on that pond. So hopefully we won't have to revisit this pond and move on to the next pond.

Ms. Venezia asked do you want me to bring up my concerns now or later?

Mr. Doub stated I would like to stay on this issue.

Ms. Venezia stated I guess it all comes into play for what it is costing us. I have sent out pictures to every board member and Dave as well. There are two lots in 2A, lot 427 and Jeff has not identified this, however, I did walking the pond bank there goes my foot in the ground. There is a big hole right where new sod was placed. You folks are walking the pond banks why am I identifying issues? I'm sure at some point Mr. Labanowski has identified issues. Why are we identifying issues and inspectors, contractors are not seeing this?

Mr. Brooks stated the CDD has not accepted section 2A, 2B, 2C or 2D. They have just been mowed, a final punch list has not been created, the contractor is aware that there are multiple locations that they are going to have to fix. They would much rather go through and fix them all at one time than to fix one or two here or there. That is why the places you identified I have also noticed those places, these are not erosion issues they are areas of concern but not serious issues where we need to do something drastic to correct the issues. There is material that needs to be put in those places and sod needs to be added to those places but the contractor and I have not with a board member gone through and created a final punch list for that location.

Mr. Schroder stated there is never a final list until the contract is over but to me the more important thing is this work will be repaired by the contractor at no additional cost to us.

Ms. Venezia stated these are existing areas. When that punch list is being done on my side, do you want me to walk around with you folks? I would like to participate in that and if it has to do with Chuck's side he has identified on that side so maybe he should help walk on that side as well.

Mr. Brooks stated absolutely, the contractor has mowed those banks and at your leisure we are ready to walk them.

Mr. Labanowski stated I have a number of questions with regard to Besch & Smith costs that they put on for section 4 & 5. I'm looking at work zone signs and flagmen \$555 and they have yet to have a flagman in place or work zone signs. Why are we paying \$555? What is R&R in pond corners? I'm looking at the breakdown of the costs for earthwork, pond bank reconstruction and final grading, additional 1.5 feet of R&R in pond corners.

Mr. Doub stated that is removal and replacement of unsuitable materials. They walked some of those areas and at the corners there is quite a bit of erosion and when they looked at it the existing slope is much lower than the proposed slope so to go in and bring that back up to the design grade they have to put in quite a bit more material.

Mr. Labanowski stated I'm looking at the temporary pipes they are using in the swale drainage. I do not agree with that cost they have the pipes onsite now and why can't they just take those pipes over to that site location?

Mr. Doub stated those pipes that are onsite now were not a cost that they anticipated and this cost they are eating in the existing work. Now that they know they had that cost they want to charge what they will need for the second phase. They are probably bringing some of that pipe because it is fine. It is now an unknown that they didn't have in the original cost to do the job. They haven't asked us to pay for it but I think it is fair to them because they have had to do a lot of that at no charge to us.

Mr. Schroder stated again, some of the pipe that is there now when it is over and done that pipe is theirs to take off to another job too so paying for labor is one thing but paying for the material is another. The other thing is I think some of that is brought on by and I keep harping on this but those pipes are being placed where those V swales flare out and I think they can be doing more in the 8 foot easement back in there to flatten it out to try to spread that out and reestablish sheet flow rather than have it concentrated, run through a pipe, waiting for the grass to cut it. I think there is another way to skin the cat, which is part of the original contract without having to provide these temporary pipes.

Mr. Labanowski stated I'm looking at the pipe and it would be like me charging you for wheelbarrows and shovels I'm going to bring in to do the work. That is pretty much the same way here it is something they are paying for, they are going to walk off with it, they are going to use it everywhere else that they can so to pay \$10,000 for pipes that are already onsite and they are going to walk away with doesn't make any sense. I can understand the sandbags because they are being thrown away.

Mr. Doub stated the thing is we haven't paid them for any of that, it is their pipe to do what they want to with on the existing project. Now that they have experienced the problems they have they know to do the work going forward they want to get paid for that cost. They could reformat the change order to present this in a different way and have it as a lump sum cost to provide temporary conveyance or erosion control.

Mr. Labanowski stated I would like to see that taken off.

Mr. Schroder stated back to my point a minute ago, I think if there is more effort to flare out those swales they don't necessarily have to do that but these costs, this is linear feet and that

includes material and labor. I just don't think we need to be paying for material. I agree with Supervisor Labanowski. Can that be broken out in material and labor?

Mr. Doub stated yes.

Mr. Schroder asked what are we trying to do?

Mr. Doub stated they are ready to into this area so they need to know whether they are doing the original scope or doing the additional scope. We have a little bit of time on that but it is getting close.

Mr. Labanowski stated surveyors have already been out there and the surveyors marking the corner lots came all the way up into lots 603, 602 and 601 where no work is being done and we are paying for that.

Mr. Doub stated it was a part of the original scope.

Mr. Schroder stated I have a question about superintendent. The superintendent is also the equipment operator, is that correct?

Mr. Brooks stated I don't know I will find out.

Mr. Schroder stated I have issues with security and the orange snow fence at the end of the day and over the weekend. There is equipment parked outside of it at time, there are times it has collapsed. They are doing better than they did originally but we are paying them all this money for the orange fence I want the orange fence up every day. I don't want to see it laying on the ground and people driving over it and I'm paying for it.

Mr. Brooks stated the staging area for these are much limited also it is only the county right of way between curb and the right of way line. We don't have a CDD common area for them to move equipment into so the fencing should go around within the entire and that is where the equipment should get parked also.

Mr. Doub stated it is two sides of the road 350 feet long and 20 feet wide. It is going to be pretty difficult for him to work in that space.

Mr. Labanowski stated that grass is going to have to be replaced and not with Bahia it has to be replaced with St. Augustine but it states in here replace it with Bahia and you can't do that it has to be St. Augustine.

Mr. Doub asked is that is what existing there?

Mr. Labanowski stated right now it is St. Augustine not Bahia.

Mr. Schroder stated if we wait then that is going to be a problem as far as the schedule of the work. Is there a way for us to approve this subject to possible reduction in cost based on some of the items we brought up like the cost of that pipe being used and reused?

Mr. Doub stated you can approve this as a not to exceed and then you and I could work with the contractor and hash out these items.

Mr. Eckert asked does it need to be done before September 8<sup>th</sup>?

Mr. Doub stated it really should.

Mr. Eckert stated you can do a motion not to exceed X amount of dollars and appoint one board member to work with your engineer to refine it to address the board's concerns.

Mr. Labanowski stated I want to see it reduced by a minimum of that \$10,000.

Mr. Eckert stated if the \$10,000 included the cost of the pipe and labor as I understood it I want to make sure that if the labor part you are objecting to too be consistent. I don't know where the board stands on that I have heard two different objections.

Mr. Labanowski stated I would like to know what the breakdown is on that.

Mr. Brooks stated I'm afraid if you do that because you are about to get into the hurricane season and if you take this away from them their change order may come back and say we have learned from this first section that when these rains come here Murabella doesn't soak up any water it runs right off the top right down the pond across the entire yard. They have pictures you have them in your package that shows what happened. If you take this away they may come back and say per rain event this is what we are going to charge you to do the work that we have already once. They spent a lot of labor, they had two days of little production the other three days were all cleanup from what they had already done the week before. They had 7 ½ inches of rain last week so just keep that in mind as you take out what they are using to handle any of the storm drainage because they don't have anything listed here about if a storm hits we want this much money or any additional cost on your erosion. Just keep that in mind.

Mr. Labanowski stated that pipe there is not a thing wrong with it, it has been used from pond section to pond section, which means they can take that to the next job and use it again.

Mr. Doub stated I agree with you but we didn't pay for it, it's theirs.

Mr. Labanowski stated I'm just trying to get the cost down on this. My concern is we paid a lot of money and I'm looking at trying to keep this cost down because we don't know what we are going to run into in 4 and 5 until they open it up.

Mr. Brooks stated the contractor when he took this job did not know what he was getting into when he has had to go back 45 days.

Mr. Labanowski stated he has lost about 35 days in rework alone due to erosion because I have been out there, I know.

Mr. Brooks stated he has had to pay his employees and rental only to do it over.

Mr. Wing stated if we approve this and have someone from the board work with it if I recall correctly when we bid this we got one bid I would be careful. There aren't a whole lot of people that do this work if he has other work to do and this contractor isn't interested in working with us anymore I think we would be worse off. I'm all for approval, I'm all for being as conservative as we can but let us not nickel and dime this guy to death so we get nothing.

Mr. Schroder stated I think you are right and I appreciate your comments as well. Do we have a motion on how to proceed?

On MOTION by Mr. Wing seconded by Mr. Quinto with all in favor change order no. 2 with Besch & Smith was approved in an amount not to exceed the amount proposed and Supervisor Labanowski was appointed to work with the engineer and contractor to try to negotiate it down from the proposed price.

Mr. Schroder asked do we have a volunteer to meet with the engineer and contractor to negotiate this?

Mr. Labanowski stated I am happy to sit down with them.

### **Time Extension Request**

Mr. Doub stated the next thing I have is a time extension request from the contractor. We all know we had a lot of rain and they documented the rainfall days and it is an impact to them not only for not being able to work but also repair work and that kind of thing. They put together a request for 42 days and it would change their substantial completion date from September 10<sup>th</sup> to October 22<sup>nd</sup>.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the request for time extension of 42 additional days from Besch & Smith was approved.

Mr. Doub stated next is informational, we touched on it finishing up the area 4 and 5 survey controls they are supposed to have that done by Wednesday.

We talked about also the contractor has mowed the area 2 and so forth for the inspection for punch list inspection.

Mr. Wing asked what happened to item three?

Mr. Doub stated I mentioned that before we are going to go through those costs and it will come through as a part of this final cost that we negotiate with the contractor on this change. We will pull from that to determine those costs for Horton for participation in their part of it.

Mr. Schroder stated I don't think they ought to be part of negotiation, that needs to be negotiated with Horton.

Mr. Doub stated it is negotiated that with Horton but it needs to be based off the contract price that we end up for that area.

Mr. Labanowski asked did a letter of understanding go to Horton?

Mr. Eckert stated I was to send a letter to them if I got details on what needed to be included in the letter and I didn't get details, the letter wasn't sent. If you don't know the final cost I tend to agree with Preston if you don't know the actual cost that you are confirming that they are going to pay, they are going to write back saying we haven't seen the cost yet we are not agreeing to this letter.

Mr. Labanowski stated pretty much what I wanted was the conversation that was held between the supervisor and Horton a letter confirming the conversation, what was said during the meeting so that way we have it on file as record then we can go back to them with a cost.

Mr. Doub stated part of that is going to be the survey layout, all these items that are in here a prorated part of that will go to those two lots. As we change items in this change order that affects the proration.

Mr. Eckert stated the letter you are suggesting should go from whoever had the conversation with him and it can be, this is our conversation this is what we agreed to. I still have to send you the cost you have to approve the cost. I don't have a concern with that going but you don't need me to write that letter.

Mr. Schroder asked who is going to write that?

Mr. Eckert stated whoever had the conversation.

Mr. Schroder stated it was me. Do you want me to write the letter?

Mr. Eckert stated if you want to write it and if you want me to take a quick look at it I will take a quick look at it but I don't have the details of the conversation.

Mr. Schroder stated I will have that to you tomorrow.

**Requisitions 18-20**

Mr. Doub stated the last thing on my list is requisitions 18, 19 and 20. 18 and 19 are ETM CEI work and Meskel's work for \$949.25 and \$1,099.03 and requisition 20 is for the contractor for pay request no. 4 for \$67,063.48.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor Requisitions 18-20 in the total amount of \$69,111.76 were approved.
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Mr. Doub stated Jeff is here and Steven is also here if there are any concerns with the pond banks, any particular issues or concerns.

Mr. Labanowski asked when do we start notifying the homeowners on 4 and 5?

Mr. Brooks stated we doing that now.

Mr. Labanowski asked any idea on the start time?

Mr. Brooks stated best case two weeks. They still have to dig that section along 3B. I know they want to do it soon because they already have their sod and most of the topsoil has been removed in that section and they want to get that fixed as quickly as possible so any time now they will have a pipe crew in there doing that.

Mr. Labanowski asked Dave on your end how fast can you get letters out because some of those are out of state and we have to worry about the easement going through the homes, there are two we have to notify that are out of state.

Mr. deNagy stated let me call you tomorrow. I can get those out probably tomorrow or Thursday at the latest.

Mr. Brooks stated one of those sections we are actually going between the houses.

Mr. Labanowski stated there are three sections where fences will have to be removed, we may have to take out the trees ourselves I don't know if the homeowner will take the trees out because they are planted in the easement area. One of the homeowners gave me permission to

go in his yard instead of his neighbor's. I didn't see those in the cost either on 4 and 5 because originally we were only going to go through one spot now we are going through three spots where grass has to be put in.

Mr. Doub stated that is included. The third item under maintenance and restoration and under the sod he has it.

Mr. Labanowski stated I would like to see a little bit better job done on the sod of the St. Augustine grass because in the past some of the areas have not been up to par even with a homeowner.

Mr. Brooks stated section 2 has been mowed 1B, 1C, 2A and 2B the contractor would like to walk those when it is convenient for the board member who will be attending as soon as possible.

Ms. Venezia stated tomorrow morning of Friday morning is good.

Mr. Brooks stated okay.

Mr. Labanowski stated I'm there every morning and every afternoon.

## **NINTH ORDER OF BUSINESS**

### **Consideration of District Issues**

#### **A. Discussion of Pescara Mail Kiosk Drainage**

Mr. Labanowski stated I highly recommend that we cut a trough through there on the sidewalk all the way out to the valley where the drain is, 8 foot wide taper it in that way nobody is tripping over it or anything else. You just to go the other side of the kiosk and cut a four foot trough per se and it is going to have to be tapered and that will bring the water off both ends. The one between the kiosk and the playground stays underwater for weeks. There are two low areas there, we can't just drain it into the first low area because that is underwater right now. You are going to have to continue that cut all the way down to the drain. It is a matter of getting someone with a bobcat to get in there and take out what needs to be taken out and then resod.

Mr. Schroder asked you are saying there is an existing drain in the middle of that field where you have low areas of drainage?

Mr. Labanowski stated yes.

Mr. Schroder asked what about all the water on top of the sidewalk?

Mr. Labanowski stated that is what I'm talking about. That would bring water off the sidewalk.

Mr. Schroder stated you are suggesting that we try to take bids from small contractors.

Mr. Labanowski stated small contractor to grade this area and tell him exactly where to take it.

Ms. Venezia asked where is the money going to come from?

Mr. Labanowski stated we would have to find out what the cost is going to be on something like that. This is a fairly simple project to do the cut. Right now that area is always underwater.

Ms. Venezia stated I understand it is going to be simple it is going to cost us.

Mr. Wing stated sort of like a dog park it is an idea and there is a cost.

Mr. Labanowski stated this is a necessity.

Mr. Schroder stated we will ask Jeff to see if he can find three contractors in the area that work in these lots and we need to meet them out here. Can we do that individually or do we have to notice it if we have a meeting?

Mr. Eckert stated if we have more than two supervisors meeting to discuss district business then you have to publicly notice that.

Mr. Schroder asked we can have Jeff and one supervisor meet with a contractor?

Mr. Eckert responded you can do that.

Mr. Wing stated I'm not an engineer and don't pretend to be. Aage you are, is this something you think we can do without having an engineer?

Mr. Schroder stated my concern is how are they going to give us a quote if they don't have any idea of the volume of material you have to move. We can almost do it ourselves by feel but I don't have the equipment. This is a little bit bigger project than doing it with a shovel. Let's try to find three contractors by the next meeting and I will go up there and look at it by myself independent of Chuck.

Mr. Eckert stated that is fine.

**B. Consideration of Resident Request for Use in 2016 of the CDD Multipurpose Field for Fireworks**

Mr. Labanowski stated they want to run it again next year all they are asking for before they go forward is make sure they can get the field to use it.

Mr. Labanowski moved to approve the use of the multipurpose field for a fireworks display in 2016 and Mr. Wing seconded the motion.

Mr. Eckert stated as I understand the vote all you are saying is the field will be available should they choose to have an event and should the board approve the event, but right now the field would be reserved for them to have the ability in 2016.

On voice vote with all in favor the motion passed.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

Ms. Sweeting stated I know getting residents to the meetings is an issue you want more attendance during the meetings. One of the things that helps in other communities is to make sure that anything that is to be discussed is on the agenda. If there is something to pass out that it is in the agenda package. The whole reason we post these things on the community website is to keep the residents informed that maybe they will see an item and say let's attend this meeting and see what is going on.

Mr. deNagy stated it is hard when a lot of stuff is brought to a meeting that is not in the agenda package to try to tackle that because the board hasn't really had an opportunity to review it.

Ms. Sweeting stated in Julington Creek if an item is not on the agenda and in the agenda package it gets moved to another meeting, they won't even discuss it.

Mr. Eckert stated balanced against that is the law doesn't provide that we have to have everything on an agenda. I understand what you are saying but that is not the legal requirement. For some things that are relatively minor rather than wait 30 days because you have a hard and fast rule if it is not in the agenda 10 days before the meeting that you can't consider it, I would discourage the board from doing that. Your point is well taken but I would discourage the board from having a hard and fast rule that is more restrictive than Florida law.

Ms. Sweeting stated I agree I don't think it should be passed off to another meeting but just try to make more of an effort to put as much on the agenda and in the agenda package.

Mr. Schroder stated that has been a concern of mine and other board members I'm sure that often we are on a short fuse and have to move quickly on something and end up moving it to the next meeting anyway on a lot of these. It would be nice to do better but we don't want a hard and fast rule that precludes us from moving quickly when we have to.

Mr. Sweeting asked is there a quick way I can find out after this meeting what they are going to be doing on my canal bank? How do I find out what they will actually be doing?

Mr. Labanowski stated I will be coming out there and mark all of your irrigation heads with flags and if it is close to the edge I recommend you remove the heads and get them out of the way. As long as there is nothing in that easement area you are pretty much clear. I'm not saying they are going all the way up in that area but they may have to.

Mr. Sweeting stated the guy was putting stakes out today.

Mr. Labanowski stated that was a preliminary survey of the corners of all the lots. There will be something like a french drain put in the bank itself and it is not going to come up in your yard.

I have major concerns with Duval the same as I had with Austin that I would like you to at least cover. I'm looking at the number of people they are going to have on the grounds doing the work and three people doing the work on the grounds is not much and that is a concern, that is three people three full days.

Mr. deNagy stated we have already had that conversation.

Mr. Labanowski stated I went down through that list and I'm very concerned with the amount of people they are going to have trying to do the work when Austin was using close to the same number of people. I don't want to see the grounds in worse condition. The last thing is quality control inspection and reports will be done weekly outlining services performed and details of ongoing repairs. That should be a must. I would like to see the supervisors get a copy of it.

Ms. Masiak stated I have the hedges that are by the mailbox right behind this building and there are a lot of problems with that and I'm here to try to save them if I can. The hedges now are trees they are not hedges anymore and they are infested with bugs. We have been spraying every week and there is stagnant water there so if you take all those hedges down and

put a berm in there and plant grasses, which are pretty inexpensive and probably wouldn't gather all these bugs. I would like to show this to whomever and maybe you can take a look at the pictures.

Mr. deNagy stated if you will give that to me I can distribute it to the board.

Ms. Masiak stated two days ago it rained terribly and we still have water there and it seeps by the mailboxes and goes behind into the shrubs then it gets into my yard and I'm not complaining I'm trying to find a solution. My proposal would be to take them all out and put a 3 foot berm across there and on the other side of my property we have all these beautiful grasses with the plumes and it looks beautiful. I think it would solve the water problem it would solve the maintenance problem because you really can't trim these things anymore.

Mr. Schroder stated thank you for bringing it to our attention and we will look at it and this may be part of our further solution to standing water by the kiosk.

Mr. Schroder asked the drainage issues on Positano where we have the possible conflicting drainage plans has that been resolved with the county?

Mr. Doub responded yes, we are working on that and are looking at doing some construction work in there and we have a preliminary plan we are getting some pricing on.

Mr. Schroder asked who will pay for that?

Mr. Doub responded we will talk about that later it is not the CDD.

Mr. Labanowski stated they are talking about putting a drain line that will run all the way from there down to the concrete junction box that we are putting in.

Mr. Schroder stated the sago palms in the center island we were going to remove for line of sight. What is the status?

Mr. Branch stated I can have Austin do that.

Mr. Schroder stated I would like to find a place to put them if they can be transplanted. They are not that big yet. Those sago palms are in both sight triangles so they need to be removed.

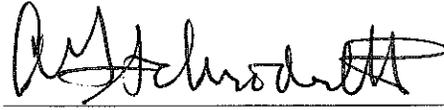
**TWELFTH ORDER OF BUSINESS**

**Next Scheduled Meeting – September 8, 2015  
at 6:00 p.m. at the Murabella Amenity  
Center**

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the meeting adjourned at 4:47 p.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman