

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

A meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, September 8, 2015 at 6:00 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 Chairman
Joseph Quinto	Supervisor
Brian J. Wing	Supervisor
Chuck Labanowski	Supervisor

Also Present were:

Dave deNagy	District Manager
Mike Eckert	District Counsel
Stephen Dupries	District Engineer
Jeff Brooks	England Thims & Miller
Mark Insel	Vesta/Amenity Services Group
Jeff Branch	Vesta/Amenity Services Group
Chris Kenny	Austin Outdoor
Milo Williams	Duval Landscape
Rick Derrick	Duval Landscape

The following is a summary of the minutes and actions taken at the September 8, 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 6:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Schroder stated our current contract with Austin Outdoor ends at the end of this month and we have contracted Duval Landscape to do our work beginning October 1 and two gentleman from that company are here today, Milo Williams and Rick Derrick.

Mr. Williams stated we appreciate you very much and wanted to make ourselves available and we will be at the board meetings.

Mr. Quinto stated our biggest problem is the pond banks. When you mow the banks are you going to have a mulcher?

Mr. Derrick stated we use a mulching plate on the side with mulching blades that chops it up fine and it doesn't leave clumps of grass. We also use a rear discharge mower on a lot of our properties and that helps eliminate that clumping as well. I have 32" walk behind mowers that are very light that we can use to get as far down the bank as we can then whatever is left we can weed eat. I like to eliminate as much weed eating as possible to save time for other things on the property.

THIRD ORDER OF BUSINESS

Update on Pond Bank Work

Mr. Brooks updated the board on the current construction status.

Mr. Dupries stated they did a walk through looking at the rest of phases 1B and 1C, 2A and 2B so assuming everything goes good between now and the meeting in October we will bring to the board request for partial acceptance of those sections that we have done a walk through and the repairs have happened, created a punch list to get it so that the residents can reinstall their fences and move forward.

Mr. Labanowski asked do we have to wait another month before the fences are reinstalled?

Mr. Brooks stated I don't feel that you have to wait only because the repairs that were made during this time if we have issues with those areas we wouldn't need to get equipment in there and the amount of fill material or sand that we would have to carry there would not be very much so a wheelbarrow full of sand would take care of most spots.

Mr. Dupries stated it is really up to the board. Mr. Labanowski and Ms. Venezia worked on the punch list with Jeff and Jeff has seen the repair work that has occurred.

Mr. Wing stated I would be concerned if we allowed fences to be put up before acceptance.

Mr. Schroder stated I'm concerned that the fences may not installed properly and the soil around the fence post is not compacted that results in a washout. I think it would be to our advantage to have the fences in before they are accepted at least they can be addressed.

Mr. Labanowski stated we have that issue with a fence that was reinstalled without clearance and he left a large area around all his fence posts, which will cause a washout.

Mr. Dupries stated that is 100% homeowner caused damage, it goes back to the HOA.

Mr. Brooks stated I don't know that we are looking for acceptance of those areas yet but we want to allow the homeowners to install their fences.

Ms. Venezia stated I don't see a problem with residents putting their fences up because those areas were fine.

Mr. Eckert stated the way the law works on that issue is the district has an easement over that property to use it whenever it needs to for its intended purpose and its intended purpose is the maintenance and access to the drainage facilities. If someone puts up their own fence it is at their risk but they are going to have to move it again in the event the district needs to use that easement again. That needs to be very clear to them regardless of when they put it back up that they may have to take it down tomorrow if there is a problem and we had to go in and fix it. I do think you have the issue of a fence contractor coming in with heavy equipment and there would be some finger pointing in terms of who is responsible for the pond bank caving in especially if you are doing it before acceptance. I can see that as well. While I understand the desire for people to get their fences back up as soon as possible they are taking some risk on themselves by doing it at any point in time putting a fence in our easement. I can see finger pointing between the contractor and fence contractor who bring some sort of equipment in there to do what he has to do quickly rather than hand digging the holes.

Mr. Schroder stated I don't think there is a lot of heavy equipment involved even if it is hand dug with a post hole digger if they do not replace the soil and compact it and leave it exposed when water runs across it, it is going to cause a washout.

Mr. Eckert stated the district has told people that we need to use our easements you need to move your fence. It is appropriate at some point for the district to say right now we are done using our easement whenever that point in time is you can put the fences back but understand if you put a fence in our easement again you may have to move it when we need our easement.

Mr. Dupries stated doing a partial acceptance of these four phases would be no different than what we did for Phase 1A. It doesn't relieve the contractor of any warranty work that may occur so if we get a washout in an area and it has nothing to do with a fence being installed the contractor has to fix that washout. If we are comfortable with the way the repairs have been

done based on the punch list that was put together and those repairs have been made then we can do a partial acceptance and it doesn't relieve the contractor of any warranty work.

Mr. Schroder asked what if someone creates or exacerbates a problem with the installation of a fence?

Mr. Dupries stated right now we are not having any additional washouts we seem to have everything stabilized so if someone installs a fence that causes a washout to me that is a homeowner caused problem, which goes to the HOA for collections of the repair work.

Mr. Eckert you are talking about two different issues. One is partial acceptance and the other is when it is appropriate for the district to say we are done using the easement put the fence back at your own risk. One at a time would probably be best.

Mr. Dupries stated I would not want the fences installed prior to us doing an acceptance.

Mr. Labanowski stated a partial acceptance.

Mr. Dupries stated yes.

Mr. Labanowski asked but if we do partial acceptance we are also stating that the mowing company can go out there?

Mr. Dupries stated yes.

Mr. Labanowski stated I don't agree with that. If we are going to do a partial acceptance to allow the mowers to go out there, no, not until we are assured the pond bank is ready to go I wouldn't put another contractor on that property.

Mr. Dupries stated the term partial acceptance just means that because this project was broken out into phases we are accepting, we are technically doing a final acceptance for that phase. Then we do Phase 1B, 1C, 2A, and 2B that would be an acceptance of that section.

Mr. Labanowski stated like we did on 1A.

Mr. Dupries stated exactly what we did for 1A. The contractor says that the banks are ready for the landscape contractor to start mowing the banks.

Mr. Schroder stated I don't want Besch & Smith to release it early to get out of the burden of having to mow it and then have a problem.

Mr. Dupries stated I don't believe that is what they are requesting.

Mr. Labanowski stated we need to do something, we currently have a mish mash of cutting out there because when Besch & Smith came through they did not cut the areas they didn't work on so now we have knee deep grass and weeds and Austin had to cut one area with

machetes because the machines wouldn't handle it. We need to do something because some areas are real bad.

Mr. Schroder stated I think it needs to be mowed so you can see what is under there.

Ms. Venezia stated now it needs to be mowed completely down to the waters edge.

Mr. Labanowski stated it should get mowed and the areas that were not mowed are the areas that we did not do the work in. The rest of the area was mowed so how do you want to handle that? Do you tell the contractor he has to cut the areas he didn't work in because there are a lot of areas out there. I took it upon myself to get Austin out there to cut that one end of 2A and B because it was getting so high I was worried about snakes.

Mr. Wing stated if the areas are pretty much ready to be signed off on why don't we ask Austin to go in and take care of what they are responsible for and the contractor cuts what he cuts, you go look at it and away you go.

Ms. Venezia stated I think we do a change order to see if Besch & Smith can do it.

Mr. Eckert stated they are just going to hire it out to somebody else. Weren't they using Austin before?

Mr. Branch stated I like your idea because of the consistency and there is no lack of communication. If I go to Austin and say mow here but don't mow there, there is going to be a mess.

Mr. Eckert asked would Besch & Smith entertain that so that least they are supervising it to make sure it doesn't damage their work?

Mr. Dupries stated I can discuss that with them I don't know why we wouldn't be able to do that.

Mr. Eckert stated let me make a suggestion and I don't know if Austin will do this or not but we ought to ask while we are here and that is whether or not they can do a subcontract with Besch & Smith and since we are already paying them it would be a subcontract to do what they have to do for no dollars and we are still responsible under our contract to pay them and it is actually Besch & Smith so if there is damage it is a Besch & Smith issue. The dollars are the same but at least Besch & Smith has some skin in the game in terms of making sure there is coordination so if there is a problem that is who we talk to. I don't think the district wants to be in the position of supervising that initial cutting. It is just a thought.

Mr. Kenney stated if there is wording in that subcontract where we go in an area they repaired and we do rut up for whatever reason we are covered, we will still mow the entire pond bank that is fine.

Mr. Schroder asked how do we make that happen?

Mr. Eckert stated at this point it is not going to be a change order for money so I would authorize staff to work with Besch & Smith and Austin to get Besch & Smith to mow the entire pond bank and Austin will cooperate with them to make that happen since Austin is responsible for the pond banks under their existing contract that we are paying them under.

On MOTION by Mr. Schroder seconded by Ms. Venezia with all in favor staff was authorized to work with Besch & Smith and Austin Outdoor to get Besch & Smith to mow the entire pond bank and Austin will cooperate with them to make that happen since Austin is responsible for the pond banks under their existing contract that we are paying them under.

Mr. Schroder started now we need to deal with partial acceptance.

On MOTION by Mr. Labanowski seconded by Mr. Quinto with all in favor partial acceptance of Phase 1B, 1C, 2A and 2B after mowing and inspection by the district engineer and Mr. Labanowski and any issues taken care of.

Mr. Eckert asked following partial acceptance does the board want staff or someone to notify the residents that the lands have been partially accepted and to the extent they want to put back their fence on the easement at their own risk they may have to do it again?

Mr. Labanowski stated we do that with a notice on their doors.

Mr. Kenney asked on the mowing how soon do you think we will meet with the contractor?

Mr. Dupries stated I think everybody from Besch & Smith are back in town so I will reach out to them tomorrow and Thursday and it should be worked out pretty quickly.

Change Order 3

Mr. Dupries stated at last month's meeting we presented change order no. 2 we elected to talk to the contractor again with Mr. Labanowski and Mr. Doub and went over their line item prices we got back a total price for that of \$151,012.76 for that change order. As part of that meeting it was discussed that we are getting close to the end of the growing season for these types of grasses, with the rain and weather we have had the number of repairs that have taken place it made sense to wait until March 1, 2016 to begin the repairs on this area.

We had the contractor put together change order no. 3, which is a deductive change order to the existing contract of \$8,535.76 that removes the work from Area no. 5 from the contract then that would complete their existing contract. That work would then be moved into and added to the \$151,012.76 for a total of \$156,548.52, which would be work that would start on March 1st of next year and it would complete all of the work in that Area 5 section. I know they had a request of 45 additional days to complete that work originally. The contractor said they would hold the prices that they currently have so that work would be delayed until March 1st.

Mr. Eckert stated if you want the contractor you need to lock that up in a contract with a start date of March 1st if you want to do that otherwise you are under the bid limit but it doesn't mean when you go to them in March and say we want you to come out and they say we got busy on something else we don't have the manpower right now. If you want this contractor to do it I suggest if you are not going to do a change order and not do the work now to enter into a contract sooner rather than later for that additional work. Again, it is under the bid limit by a significant amount.

Mr. Schroder asked Stephen are you suggesting we do a supplemental change order?

Mr. Dupries responded yes. We would be doing change order no. 3, which would deduct \$8,535.76.

Mr. Schroder asked is that the same contractually as a separate contract?

Mr. Eckert stated he is saying right now there is additional work left to be done and you are going to take that out of this contract. This contract is closed. At that point moving forward unless you have another contract signed you have no arrangement for the work to be done in Area 5. You then have to negotiate with them or somebody else to get that under contract for that work in Area 5. All I'm suggesting is if you want this contractor to do that work and want to lock them in and get on their schedule for March 1st you may want to think about going to contract with them now rather than waiting until December or January.

Mr. deNagy asked is this just Area 5 or Areas 4 and 5?

Mr. Dupries stated this is actually work left in Areas 4 and 5. Some of the Area 5 stuff is the inlet structure that was being put in and some pipe removal, which would be delayed.

Mr. Schroder asked have we instructed anybody in those areas to remove the fence?

Mr. Labanowski responded yes we have but Dave sent out the notice by mail and I went to every door and put another notice on there, please disregard the letter you received or will soon receive until further notice.

Mr. Dupries stated the contractor is open to do it either wait until sometime before March to do this or do a contract now with a start date of March 1st.

Ms. Venezia stated I thought we were going to verify what needed to be done in section 5 that warranted the increase. I thought we asked Preston to look into that.

Mr. Eckert stated I think there was a meeting after the board meeting with the contractor and one of the board members because there was a question about pipe that was being purchased for a temporary purpose and there was follow-up discussion.

Mr. Labanowski stated it is still on here and my concern is that is a dewatering measure, they reduced it from \$10,000 to \$8,683 but I think it needs to come off completely because mid-March and April is a dry time so erosion control I don't think is going to be needed with all the pipes and labor to put down sandbags and everything else like it is this time of year. As far as I'm concerned that figure needs to come out of there.

Mr. Schroder asked is part of that \$8,535, that is the work in the contract the way it was in the original contract.

Mr. Labanowski stated that is the dewatering measures that were put in the original change order. They reduced it but they changed the size of the piping they were going to use but that time of year is dry and that should be taken out.

Mr. Wing stated ask them to back it out of the contract and put it in as a separate item and if you need it this is what we will pay for it if you don't need it we don't have to pay for it.

Mr. Eckert stated you can go ahead and have it as an alternate if needed and the district engineer and contractor will have to agree it is needed then you add in that cost and you know what it is going to cost you to do that. If we are lucky and it is dry and you don't need it that is fine. I don't understand what that line item exactly entails. I just want to make sure there is nothing else in that line item.

Mr. Dupries stated it would be a brand new contract.

Mr. Eckert stated you could do a change order now for work that isn't going to start until March 1st. I don't necessarily know that is all that good of an idea I think you want to close this contract out and they want to close the contract out and then do a new contract for work in March because you don't know what your changed circumstances can be between now and then but I think you do need to get this price locked in and get on their schedule. I can see a situation with the way development is going where somebody is busy in March and they I'm sorry I can't do it. It is not a question of I can't do it for this price it is a question of I don't have the labor to do it because I'm working on ten other projects.

Mr. Labanowski asked did Besch & Smith lock in the price for sod and other materials?

Mr. Dupries stated yes, the total of the \$151,012.76 is what they were willing to lock in for a start date of March of next year.

Ms. Venezia stated section 5 was initially included in the project. This additional \$151,012.76 no matter when it gets done is additional?

Mr. Dupries stated it is in addition to.

Mr. Labanowski asked did you recommend having the dewatering as an alternate in the contract?

Mr. Eckert responded yes, I think that is how I would do it. The one thing that I have not been privy to, I have not been privy to the conversations with the contractor. Supervisor Wing brought it up at the last meeting, while I understand we want to make sure we are being good stewards of the public dollars there will be a point at which the contractor will say this is the price, I'm doing it for this price if you don't want me to do it that is fine I will go somewhere else and you bid it again. Remember how many bids we got the last time, which was one bid.

Mr. Wing moved to go ahead with the change order for the additional properties additional footage being done, ask them to back out the amount for the piping, if they need it we agree to pay whatever that price is but take it out of the initial contract and authorize staff and Aage to draw up a contract and Mr. Labanowski seconded the motion.

Mr. Eckert stated it will be approval of the deduct change order for the \$8,535.76 and it will be to authorize staff to negotiate a contract within the parameters stated by Supervisor Wing for the additional work to start in March.

Mr. Wing stated no later than March 15th.

On voice vote with all in favor the motion passed.

Requisition 21

Mr. Dupries stated I have requisition 21 in the amount of \$3,300 and that is for the survey work that was done associated with this contract. That should be the final bill for that work.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor requisition 21 in the amount of \$3,300 was approved.

Mr. Schroder stated I would like to see a summary of all the requisitions on one page.

Mr. deNagy stated I have that and I will send that to you.

Mr. Labanowski stated the access areas that we are going to be using now for 4 and 5 is over in an area that is a bus stop it has three different bus pickups and drop offs at that point.

Mr. Dupries asked the access point or staging area?

Mr. Labanowski stated the staging area. That is going to be a major issue and we may need to look at moving it down to the far end into the field that we have.

Mr. Dupries stated that may have an effect on the contractor's price because that is a much longer run.

Mr. Labanowski stated it is also one less yard they will have to repair because after today's run through the yard there is going to be a major repair on those two properties. It might be close to a wash.

Mr. Schroder asked can we ask the school board to temporarily relocate that bus stop a couple blocks?

Mr. deNagy asked who is going to talk to the school board?

Mr. Schroder stated I will talk to them.

A. Attorney

Mr. Eckert stated we looked through our files for any as-builts we had and we found five or six sets of them, we provided copies to the district manager and the board members and also the engineer emailed to the board the as-builts that they received from the county. I don't know if those as-builts solve the question or the problem that we had but those are the ones we have been able to locate from our records.

Ms. Venezia stated we still did get the drawings that indicate the irrigation lines that was to come from Preston.

Mr. Schroder stated we just need to continue to pursue that.

Mr. Branch stated there is no such thing.

Mr. Labanowski asked regarding the as-builts what one does the county have, the one just given to us or the other one because they don't match up and we are telling the homeowners that they don't have to worry about it there is no easement but the new one has easements. I'm specifically talking about Pescara.

Mr. Eckert stated I'm not sure I understand which one you are looking at. I don't know what research Preston has done but you are probably going to have to wait and ask him about that at the next meeting.

B. Engineer

There being no additional report the next item followed.

C. Manager

There being none, the next item followed.

D. Landscape Manager

Mr. Kenney stated due to weather conditions we are doing the best we can on the pond banks, we have guys coming out on Fridays. At the exit of our contract we will have everything mowed prior to us exiting at the end of the month. The palm pruning around the pool area was supposed to be done last week and due to weather conditions it will be done this week. The exterior berms have been detailed, we now have extra crews working on the interior berms. All

that will be taken care of for you prior to us existing at the end of the month. We are still working on Jeff's punch list items and it will be taken care of as well.

Mr. Schroder stated we appreciate you working with us. My concern is if weather conditions are wetter and we don't get it done, what happens?

Mr. Kenney stated I feel pretty certain we will have it done. In my experience with the company I have never had an issue with not following through at the end so I don't foresee that being an issue.

Mr. Labanowski asked can we schedule Monday or Tuesday because it looks like it is going to be the driest to do that pond bank where the construction work is being down right now?

Mr. Kenney stated have Jeff email Blake. I will make a note of it but I'm not familiar with which pond that is but I will make a note to mow the pond.

A resident asked are the hedges by the mail kiosk going to be cut?

Mr. Schroder stated we heard that concern but we are not sure how we are going to deal with that yet. We are aware of it and we will look into it but we are not ready to take any action today.

E. Operation Manager (ASG)

Mr. deNagy stated when we get to items 3 and 4 we really don't have money budgeted for these items so keep that in mind when talking about the proposals. If the board so desires there is capital money we can talk about, but no money is budgeted in the operating budget for these proposals. For items 6 and 7 they are in the capital reserve so we have funds for those things.

1. Report

A copy of the report was included as part of the agenda package.

2. Pictorial Maintenance Report

A copy of the report was included as part of the agenda package.

3. Consideration of E/W Positano Irrigation Proposals

Mr. Branch presented the proposals received for the installation of irrigation for Positano.

Mr. Eckert stated if the board were to approve this it should be written in the change order that is the cost regardless of whether they have to bore or not, that is their responsibility.

On MOTION by Ms. Venezia seconded by Mr. Labanowski with four in favor and Mr. Schroder voting no the proposal from Austin in an amount not to exceed \$3,182 to install irrigation on Positano was approved with the funds to be taken from the capital reserve.

4. Consideration of Pescara Mail Kiosk Contractors

Mr. Branch presented the three bids to do the grading and install sod to drain the excess water by the mail kiosk and due to budgetary constraints this item was tabled until after the first of the year.

5. Discussion of Amenity/Pescara Parking Lot Tree and Lighting Issues

This item tabled to the next meeting.

6. Replacement of Playground Water Fountain

Mr. Branch stated I have estimates ranging from \$800 to \$1,500 to replace the water fountain at the playground and we will work on this and get pricing and bring it back to the next meeting.

7. Discussion of Holiday Lighting & Decorations

Mr. Branch stated we talked about adding to our holiday lighting but given the cost I suggest we not do it and go with what we had last year.

F. Amenity Center Update - Report

1. Report

A copy of the report was included as part of the agenda package.

2. Discussion of Capital Outlay Survey

Board members are to review the draft survey and provide their comments and questions to Mr. deNagy and he and Mr. Eckert will work together on the format and bring it back to the next meeting for additional discussion.

FIFTH ORDER OF BUSINESS

Introduction of Duval Landscape

This item taken earlier in the meeting.

SIXTH ORDER OF BUSINESS

Discussion About Renaming San Marino Park

Mr. Labanowski stated I would like to make this a memorial park in the name of the two individuals.

Mr. Eckert stated the board needs to decide whether or not you want to proceed with some sort of memorial and then authorize a board member to reach out to the families to find out if there is any objection to that.

The board was supportive of the suggestion and Mr. Labanowski was asked to speak with the families.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Labanowski stated I would like to have added to the agenda the storage sheds for the October meeting. Also for the October meeting I would like to add fishing in community ponds or amenity center pond, Pescara pond, San Marino pond conditional fishing and only where residents don't live.

Mr. Quinto stated if something like this comes up I don't think one person should just go to you I think it should go to the board first and get feedback on it. We can't discuss anything because of the sunshine law and when something comes up one person went to the district manager and it is on the agenda.

Mr. Eckert stated I think from an operational standpoint if any board member wants to see something as an agenda item we try to accommodate that and put it on the agenda because if

we don't it comes up under other business and then it is a question of whether or not we included that on the agenda and do we take additional public comment. The board can change that policy but we have been pretty liberal if any board member has an agenda item they think is worthy of board discussion we have tried to put that on the agenda.

Mr. Quinto stated we have supervisors' requests, couldn't you put it under supervisors requests.

Mr. Eckert stated we could and that is a question for the board on how you want to handle the preparation of your agenda.

Mr. Quinto stated that is what I would do.

Mr. Labanowski asked if it is brought up under supervisors' requests can you act on it?

Mr. Eckert stated you can you just need to make sure you invite any public comment before you take a vote. It is a question of how you want us to prepare your agendas.

Mr. deNagy asked does the board want to provide me with agenda items or do you want those thoughts you have to be part of supervisors' requests?

Mr. Quinto stated I say supervisors' requests.

Mr. Schroder stated I disagree to put it on the agenda we don't have to act on it, putting it on the table I don't have a problem doing that.

Mr. Wing stated I'm fine putting it on the agenda I would ask that we have a little bit more information of what it is. I had no idea what this item was.

Mr. Labanowski stated I agree with Mr. Wing.

Ms. Venezia stated I agree.

Mr. deNagy stated if any board member has an item they would like included on the agenda just let me know I will put it on the agenda along with any backup.

Mr. Wing stated you are in a position to know if any item is going to be coming out of left field for most of us to then ask the supervisor to give you a little more information so you can put something in the letter or packet.

Mr. Schroder stated I talked to Stephen before the meeting and reminded him we were waiting on information from the engineer on the cost for the Bob Porter request that I made and I did get confirmation back from Mr. Porter by email that he is willing to do that provided the costs are reasonable. This is paying their share on three lots that they have been involved with that affected the pond bank in section 5 and if we defer that to March then that gives us more

time but he does agree in principle. The other thing we need from the engineer is final resolution of the issue of the lot grading where we had the flooding to the north of East Positano, where some lots may have been graded by the old plan. I don't know that we got that totally resolved.

Mr. Eckert stated I suggest under engineer's report you put both those items and reach out to him and let him know that he is going to be expected to report on them.

Mr. Labanowski stated on East Positano supposedly DR Horton is going to run a line to tag into our collection boxes just now being put in they are going to have catch grates through every one of those properties to dump it all into that catch box.

Mr. Schroder stated that is a reasonable solution and that is why the county requires a drainage easement on those lots where the water drains from one lot to another I just don't know that our engineer to the extent he is aware of it, has reviewed it to make sure it works.

Mr. DeFranzo stated an inspector inspects, they never come to a public meeting unless the chair, the mayor or whoever asks him to explain specific details but generally the engineer will do all of the board information regarding the project. I was upset at the last meeting because he came here and spoke in defense of the contractor and he was the one that was basically approving that concept of putting the temporary pipe between the properties to provide the contractor with some ability to prevent erosion and that kind of thing. The inspector is supposed to consult with the engineer, give him all the information. The engineer doesn't do the job we are paying him to do. I am upset that a guy who is not an engineer is making the calls. Furthermore he comes to the meetings at whose request I don't know. I know it is helpful for you to ask him directly but you should do that out in the field or outside the meeting. We shouldn't have to pay his fee to come to a meeting when the engineer is being paid to do the report to you. The inspector shouldn't be here at \$135 per hour for the residents to pay just to talk back and forth with the board, that is why your engineer is here and that is the way it is done everywhere. This is the only place I have ever seen the inspector come to meetings and cost us money.

Mr. Schroder stated I understand where you are coming from but the flip side is he is the guy who is out there every day.

Mr. Venezia stated Preston is the project manager and he has given the inspector to speak up and say what is going on.

Mr. DeFranzo stated I'm upset that he recommended that change order to Preston and Preston said okay put it through. It should never have come to your attention.

Mr. Eckert stated in relation to the change order which includes the pipe as I understood it, this contractor, for the work they are doing now, has not charged the district for the pipe. When we terminate the contract we are currently under, the district will not have paid for any of that pipe. When we go to the new contract, the contractor has said we want to be paid for the pipe we now know needs to be involved in these pond bank projects. It is up to the board to decide whether they approve that or not so just to be clear there is no change order that has been approved where this district is paying for that pipe.

NINTH ORDER OF BUSINESS

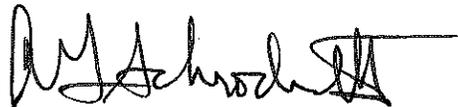
**Next Scheduled Meeting – October 13, 2015
at 6:00 p.m. at the Murabella Amenity
Center**

Mr. deNagy stated our next meeting is October 13, 2015 at 6:00 p.m.

On MOTION by Mr. Labanowski seconded by Mr. Wing with all in favor the meeting adjourned at 8:30 p.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman