

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Wednesday, September 20, 2017 at 6:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Chuck Labanowski	Chairman
Brian J. Wing	Vice Chairman
Aage G. Schroder, III	Supervisor
Lee Clabots	Supervisor
Wil Simmons	Supervisor

Also Present were:

Dave deNagy	District Manager
Mike Eckert	District Counsel
Jennifer Kilinski	District Counsel
Mike Yuro	District Engineer
Mark Insel	Vesta/Amenity Services Group
Dan Fagen	Vesta/Amenity Services Group
Lourens Erasmus	Vesta/Amenity Services Group
Patrick Krechowski	Gray Robinson
Jamar Super	BlueTek Security
Charles Billings	BlueTek Security

The following is a summary of the actions taken at the September 20, 2017 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. deNagy stated I have five audience comment cards that I will read into the record. Two cards from Gerry Dickinson, can the board consider changing procedure so that the audience can comment, provide input to the agenda items as they occur rather than having to wait silent until the end of the meeting after motions carried and voted upon? Recent discussions

about pond bank repair, agree but any consideration of making ponds deeper? Past two storms were to capacity and water in my yard. How do they work, natural leveling between them all?

A comment card from Shannon McMahill-Hare, asking about an update on the shade structures.

Two comment cards from Chris Del Bene, can remote cameras be used on remote property locations. Company Arlogo. Is our CDD set up to end when the community debt is paid off? Can operations be transferred to HOA at that time?

THIRD ORDER OF BUSINESS

Affidavit of Publication

A copy of the affidavit of publication of the public hearing was included in the agenda package.

Mr. deNagy stated I would like to take one item out of order and then go back to the agenda.

FIFTH ORDER OF BUSINESS

Consideration of Proposals Received in Response to the RFP for District Counsel Services (Presenter: David deNagy)

Mr. Krechowski of Gray Robinson and Mr. Eckert and Ms. Kilinski of Hopping Green & Sams gave a brief overview of their background and experience after which the board discussed both proposals and took the following action.

On MOTION by Mr. Wing seconded by Mr. Labanowski with four in favor and Mr. Simmons voting no Hopping Green & Sams was retained as District Counsel with Jennifer Kilinski to serve as District Counsel.

FOURTH ORDER OF BUSINESS

Consideration of Seeking Restitution and Proceeding with Legal Action Regarding District Owned Common Area Field Damages

Mr. deNagy stated we filed with our insurer the loss of the grasses and the cost of that was \$28,350. There was also some staff time that amounted to \$1,920 for a total claim of \$30,270. There is a \$2,500 deductible so the net that will be considered by the insurer was \$27,770. We received word from the insurance company that they will pay this claim. What I

need is a motion from the board accepting the proof of loss claim, I will sign this and get it back to the insurer so we can get the funding back net of the \$2,500 deductible.

Mr. Wing asked if we do this with the insurance company and should this board seek restitution from those who did the damage what happens with the insurance claim? Do we reimburse the insurer for the claim?

Mr. Eckert stated what will happen is when you accept the insurance you are going to be basically assigning your rights for restitution to the insurance company and it will be up to them and we would want to partner with them or the prosecutor to seek our deductible through that process. If the insurance pays it would not be us trying to go out and recover for the insurance company, that would be up to them.

Mr. Wing stated based on what you said there is no guarantee we would get the deductible back.

Mr. Eckert stated there is no guarantee anytime you go into litigation and try to get somebody to pay something. It is likely that you would but I can't guarantee it because you would be looking to get that from the person responsible not from your insurance company.

Mr. Wing asked would the insurance company seek that on our behalf?

Mr. Eckert responded we should be able to work that out with them for them to do it because if they are going to go after \$27,000 they should work with us in going after the other \$2,500 to reimburse us.

Mr. Wing stated but we don't know that they will go after the \$27,000.

Mr. Eckert stated we do not in which case you have choices of a civil case or pressing criminal charges and asking the prosecutor to include that.

Mr. Wing asked if we accept the insurance claim can we simultaneously press charges?

Mr. Eckert responded yes.

Mr. Clabots asked will you read the motion again?

Mr. deNagy stated the motion is to accept the proof of loss claim that amounts to \$27,770, that includes the cost of the field repairs \$28,350, staff time \$1,920 minus the \$2,500 deductible.

Mr. Labanowski asked at what point will the insurance company know and advise us if they are going to try to collect the money from the people who did the damage?

Mr. deNagy stated we filed this when we first knew about it. I checked today and I haven't been given any indication of when we will hear from them. I expect it would be soon, we did get notification that they are going to pay the loss claim.

Mr. Labanowski asked at what point will we go after that money to reimburse the insurance company as well as our deductible?

Mr. Eckert stated you will make a decision as to whether you are going to accept the insurance money, that is the first thing. The second thing is, are you going to press criminal charges or not. That is going to dictate the timing of who is seeking restitution. The one thing the insurance company wants to make sure that we don't do if we file criminal charges is waive any right to restitution, which we wouldn't do.

Mr. Labanowski asked is there a window we need to worry about?

Mr. Eckert stated my suggestion is that you make the decision today on how you are going to proceed on that.

Mr. Wing stated my suggestion is to add language to the effect that we want to press charges, we would like to write a letter to the court and suggest that we would like restitution for what the insurance does not cover as well as 100 hours of community service for each of the three offenders and a public apology by the three before this board and community at a CDD meeting.

Mr. Eckert stated just to clarify on the restitution issue I want to make sure we are asking the prosecutor to seek restitution in full because I don't want it to be argued that if we ask for \$2,500 we are waiving whatever the insurance company might want.

Mr. deNagy stated I want to read that back into the record so everyone understands. This is accepting proof of loss claim for \$27,700, proceeding with legal action, seek restitution in full, which includes the \$2,500 deductible, 100 hours of community service by each of the parties plus a public apology at a CDD meeting by each of the three at fault parties.

Mr. Wing moved to accept the proof of loss claim in the amount of \$27,770, proceed with legal action to press criminal charges, seek restitution in full, to include the \$2,500 deductible, 100 hours of community service by each of the three parties plus a public apology at a CDD meeting by each of the three at fault parties and Mr. Labanowski seconded the motion.

Mr. Clabots stated what we are saying is that we will let the legal system decide what the amount of guilt will be, we will let the legal system decide what penalty there should be and we will let the legal system decide what leniency there would be. I don't disagree with pressing charges I'm saying if a prosecutor or a judge says you shall do 100 hours of community service I think we need to let the legal system make that decision. I wonder if we aren't trying to take something away from the legal system.

Mr. Wing stated I don't think so based on the conversations at the last meeting with Mike and we are just writing a letter to the court, putting our preference or desire of what we think would be fair.

Mr. Eckert stated that is correct. The district has been a victim of a crime and if you want to express how you feel about it certainly you can do that. The court may say great idea or the court may say thank you very much for your comments but I feel in this case I want to do this.

Mr. Simmons stated I agree with what Supervisor Wing is proposing; however, the modification I would like to see if the 100 hours of community service, is it possible to have it done here in the community?

Mr. Eckert stated I think it is going a little far but again you are the victim of a crime if you want to provide a suggestion to the judge you can ask that. Understand too that if you are asking for somebody to be placed here doing community service are you obligating your staff to be supervising them in doing that. Understand if that is not the intent then I'm not sure what they would be doing here and if it is the intent you are going to be taking up staff time in dealing with that issue but it may work out just fine. Keep that in mind.

Mr. Labanowski stated the court system does have different areas they put individuals in for community hours.

Mr. deNagy asked Mr. Wing do you want to amend your motion to have that 100 hours of community service be in Murabella?

Mr. Wing responded that was my intent but I don't want it to take up staff time, I don't think it would take a lot of staff time if you give these guys a bag and walk around the community and pick up trash.

Mr. Labanowski stated they have a system where they group these individuals doing community service and they are supervised within that group.

Mr. Eckert stated you write the letter and say we suggest as the victim of the crime that it be 100 hours community service preferably within the community where the people damaged it. I think it would be appropriate for maybe the motion to be withdrawn and then the second be withdrawn then Dave to restate it because we have kind of changed it in several different places and I would feel more comfortable with that if that is okay with the board.

Mr. Wing withdrew the motion and Mr. Labanowski withdrew the second.

Mr. deNagy stated the second motion will be to accept the proof of loss claim in the amount of \$27,700, proceed with legal action, seek restitution in full, which includes the \$2,500 deductible, 100 hours of community service within the Murabella Community plus a public apology by all the at fault parties.

Mr. Wing moved to accept the proof of loss claim in the amount of \$27,700, authorize staff to proceed with legal action, seek restitution in full, to include the \$2,500 deductible, suggest 100 hours of community service within the Murabella Community plus a public apology by all the at fault parties and Mr. Labanowski seconded the motion.

Mr. Schroder stated I think we are doing the right thing and I think it is important that these three young men understand the consequences and that there is some penalty other than just the parent thing.

On voice vote with all in favor the motion passed.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Landscape Manager (Presenter: Duval Landscape)

Mr. Wing stated I know they have been picking up storm debris but it is time to get back on the mowing schedule.

Mr. Erasmus stated they have been bringing one mower and they have been mowing and picking up and today they brought both mowers and they are still cleaning up. There are a lot of trees that we cut that are laying everywhere and there are still areas that are waterlogged so if you see tall grasses it is because they don't want to make ruts.

Mr. Labanowski stated you can pass on to the landscape company that a homeowner came to the amenity center and wanted to thank the landscape company for the fast response in cleaning up Positano and making it look a lot better.

B. BlueTek Security (Presenter: Jamar Super)

Mr. Insel stated our contract with BlueTek has expires and Jamar from BlueTek is here if you have any questions.

Mr. Super and Mr. Billings of BlueTek gave a brief update on their accomplishments during their contract after which the board discussed security by BlueTek, off duty officers hired by the HOA and self-policing efforts by the community.

C. Engineer – Pond Banks (Presenter: Mike Yuro)

Mr. Yuro stated I believe everyone has received the memo on the Vallencourt agreement and if you have any questions I will be happy to answer them.

Mr. Clabots stated we have a review by legal counsel and you made responses to the request of the contractor

Mr. Eckert stated we brought them before you. Mike and I have conferred, brought them before you and we need you to make some business decisions for us to go back and finalize the contract.

Mr. Clabots moved to accept the responses developed by counsel and the engineer and proceed with the contract with Vallencourt and Mr. Simmons seconded the motion.

Mr. Eckert stated Mr. Yuro and I will work through a couple of items where he and I differed slightly but we will work that out.

Mr. deNagy stated we have a motion and second to proceed with the Vallencourt agreement subject to the changes noted in the memorandum dated September 18, 2017.

On voice vote the motion passed.

Mr. Yuro stated I was asked to provide some feedback on the requirement of pond maintenance, what is required by St. Johns River Water Management District per your permits. Currently the CDD is in the operation and maintenance phase of the permit, construction is complete and the CDD is responsible for the maintenance of it. There are different aspects when it comes to maintenance. I think most people think of maintenance as being like what Lake Doctors Aquatic maintenance does keeping the weeds and algae down but I was asked to find out exactly what the requirements were. Broadly the water management district looks at maintenance in a different light than what most homeowners look at it. From the water management district's perspective a little vegetation, a little algae is not a bad thing they are mostly concerned with maintaining the pond slopes, which we have talked about for the last couple of years and also maintaining the outfall structures, making sure they are kept clean of debris and fully functional. Aesthetic maintenance is not a requirement of the water management district, those are decisions of the board as to what you want to do. The engineer I spoke with at the water management district provided this email that gave a better explanation of their position and that is what you have today.

Mr. Labanowski stated big chunks of vegetation broke off during the recent hurricane. Is that a concern that it may block the outfall going from one pond to another?

Mr. Yuro stated potentially it could, the bigger concern where it could cause blockage is at the outfall structures. The outfall structure typically has bars across it for the fish barrier and it also has a skimmer attached to it and in those areas it could cause some issues. The different agencies don't always see eye to eye and as an example the water management district are interested in keeping the ponds clean as far as debris they like a little vegetation on the slopes, they also don't like the fish barriers; however, when you put in grass carp to help maintain some of the aquatic growth Fish & Wildlife require fish barriers as part of the permit to install fish.

Mr. Clabots stated we have an item in the budget for over \$8,600 for pond bank maintenance and I watched the guy in the boat spraying the pond bank and he killed just about everything on the edge of the pond bank. I think we should stop spraying those pond banks. We need to maintain the outfall and keep that clear, etc. but let the natural vegetation grow on the pond banks. If we have an opportunity to plant vegetation that is natural to Florida we should plant it. We should let the pond banks develop naturally, make sure we keep the outfalls clean

and move forward. These are stormwater management retention ponds they are not lakes. I think we should adopt the recommendations that were made.

Mr. Clabots moved to take the recommendations from the environmental folks and use that as the basis of how to deal with, treat and maintain the pond banks and Mr. Wing seconded the motion.

Mr. Schroder stated I agree with the proposal. After the storm I looked because my concern is that the system function the way it was designed. They are designed to fill up with water and then discharge. After the storm I went out and looked to see if the outfalls were working and in some cases there was trash but I didn't see any real problems other than the fact that this one fish barrier seemed to have been broken. I'm not in favor of planting a bunch of other things on there but I think it is important to leave the vegetation right there where the water fluctuates.

Who inspects the ponds on a regular basis to make sure they are not silted up or clogged or overflow structures are failing? Is that something the engineer does or is that something the pond maintenance firm does or both?

Mr. deNagy stated I know Mr. Erasmus takes a look at the outfall structures and three months ago Mr. Yuro had done an inspection of the ponds in compliance with our permit.

Mr. Yuro stated a routine monthly inspection is probably a good idea just for debris but per the permit an inspection is supposed to be done every two years by a licensed engineer to make sure things are compliant, to make sure there are no broken pipes, connection and things like that. I recommend that what Mr. Erasmus is doing to continue on a routine basis to make sure the outfalls are kept clean of debris.

Mr. deNagy stated we can take the motion to accept the recommendations by the water management district to modify maintenance of the pond banks by Future Horizons but we need to talk with them and come back to the board to be clear on exactly how that is going to affect the contract, the price and so forth.

On voice vote with all in favor the motion passed.

D. Attorney (Presenter: Mike Eckert)

Mr. Eckert stated I want to thank the board for their confidence in our firm and also thank you for the opportunity for me to work with you, I have enjoyed it and I'm excited for you to get to work with Jennifer. I will note that her office is three doors down from mine and we see each other quite often. I don't think the transition will be difficult to make sure you don't have a gap in service.

E. Manager – Discussion of Meeting Schedule for Fiscal Year 2018 (Presenter: David deNagy)

Mr. deNagy stated before we get to the meeting schedule I want to add to the agenda a proposal from UPS to utilize the parking lot again for golf cart delivery of holiday packages. Their fee last year was \$400 and I asked for \$1,000 this year and they accepted it. The agreement is essentially the same as in prior years and they utilize the facility for delivery.

On MOTION by Mr. Labanowski seconded by Mr. Simmons with all in favor the UPS proposal to utilize the parking lot for delivery of holiday packages was approved and staff was authorized to enter into an agreement.

Mr. deNagy stated we deferred the meeting schedule from the last meeting and we are cutting the meeting times down to seven meetings from eleven, meeting November 12, January 9, March 13, May 8, June 5, August 7 and September 11 proposed to be at 6:00 p.m. on the seconded Tuesday of each month.

Mr. Labanowski moved to approve the meeting schedule as outlined above and Mr. Clabots seconded the motion.

Mr. Wing stated I still prefer to start the meetings at 6:30 p.m. to allow residents to get home from work and feed their families and be able to participate in the meetings.

Mr. Simmons stated I am not in favor of going down to seven meetings because we don't have enough time now and we can't communicate with each other outside a meeting.

Mr. Schroder stated there is a budget implication as well and I prefer seven meetings and if we have to we can add a meeting.

On voice vote with three in favor and Mr. Wing and Mr. Simmons voting no the motion passed.

F. Operation Manager (ASG) (Presenter: Lourens Erasmus)

Mr. Erasmus reported on the hurricane damage and cleanup.

A resident asked is anything happening on the gym equipment?

Mr. Erasmus responded I sent an email and asked them to update me on the installation of that piece of equipment and he basically said it is in process and he copied the installation manager asking him to respond to me. Tomorrow I will follow-up with them to see about an installation date. As soon as I get that I will let you know.

G. Amenity Center Update – (Presenter: Mark Insel)

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

SEVENTH ORDER OF BUSINESS

Public Hearing Adopting the Budget for Fiscal Year 2018 (Presenter: David deNagy)

Mr. deNagy stated we did have to reschedule tonight’s meeting. As you know we were supposed to meet a week ago Tuesday, we had to cancel because of Hurricane Irma, that was done under the auspices of the executive order by the governor, which was enacted September 4th. In that order we were given 30 days to reschedule and hold our public hearing so we had until October 4th, we were also required to notice the hearing at least two times, a maximum of five days prior to our meeting, which we did.

Mr. Labanowski stated I posted it on both Facebook pages as well as signs so if anyone came for the meeting here they would see the sign as well.

Mr. deNagy stated the tax roll is typically due by September 15th to the county and that executive order applies to all the counties in the State of Florida so those regulations pushed back the tax rolls to be due by October 4th so we are in compliance.

A. Consideration of Resolution 2017-05 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2018

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

Mr. deNagy stated we increased the budget by \$113,429, I provided a handout to the board members to outline the major components of that increase. The assessments are increasing by \$113.07 on an annual basis if this budget is adopted. With that increase of \$113,429 we had \$172,551 of increases the majority of that was in our capital reserve budget of \$146,444. A couple other major components were irrigation repairs at \$8,0000, landscape contingency of \$6,004 and telephone and internet of \$4,930. We had \$59,122 in decreases in the budget that includes repairs and replacements of \$24,610, pond bank reserves were reduced \$10,000, the attorney fees were reduced \$7,000, special events and program director fees were reduced \$5,000, the supervisor fees and FICA were reduced \$4,306 and electric reduced in our grounds maintenance budget by \$2,800. One other item that was talked about a little was security in FY18. We have security in our budget and that is for the Envera system of \$5,800 and there was talk about possibly extending some additional time for BlueTek that we talked about earlier. I went through and scrubbed the budget a little more today and came up with about \$8,200 where I think we can reduce the budget in our grounds maintenance electric, grounds maintenance miscellaneous, refuse and telephone and internet by \$8,200 and if you want we can increase our security budget by \$8,200 to accommodate some additional security whether that is BlueTek or some other form of security. That would still keep our increase at \$113,429 overall, the assessment per lot would be \$113.07 that is just under a 10% increase. The total assessment would be \$1,258.34 for O&M. The other component of the CDD assessment is debt, the original Murabella section is covered under the 2015A1-2 Bond and that debt service budget is on page 11. Pescara and San Marino are part of the Series 2016 Bond and that budget is on page 17. On page 19 there is a summary of our debt assessments and our O&M assessments. We also have our pond bank debt that is \$88.08 for all the parcels in Murabella. You can see the debt allocation amounts to about 55% and O&M about 45% of the total paid in CDD assessments.

I will open it up for board discussion of our FY18 budget then go to public comments on the budget.

Mr. Labanowski stated we are paying sewer on faucets that we have strictly for watering. Has anyone gone to the county to have the sewer portion fall off? That would probably save us about \$5,200.

Mr. deNagy stated we can absolutely check with the county on that.

Mr. Labanowski asked on the cost of our website is there a maintenance cost as well?

Mr. deNagy stated GMS manages the website that is required and there is maintenance of \$1,600.

Mr. Labanowski stated I would like to see the supervisor's fees removed.

Mr. Clabots stated I go back to the lake maintenance and Future Horizons and I know we said we would talk to them and give them the recommendations we adopted for the pond bank maintenance but my guess is they are not going to have to do near as much spraying and we can probably reduce that by some amount. We could reduce it by half and work out with them what they will do based on what we adopted.

Mr. Wing stated we reduced the number of meetings, we adjusted legal, we did not adjust engineering.

Mr. Eckert stated I suggest you probably not adjust it this year because you are going to have a fair amount of pond bank work done under the Vallencourt contract and I think if you are going to have some cushion this would be the year.

Mr. Wing stated I know we spent a fair amount for irrigation repairs over the past couple of years I'm assuming those things that have been repaired will not have to be repaired again. From what I understand with the presentation of the new irrigation pump that is going to put less stress on the system so is there any wiggle room there?

Mr. deNagy stated we have incurred an actual cost of \$20,266 through July we are estimating about \$24,000 for projected 2017 we are budgeting \$18,000 so we are actually reducing that projection by \$6,000 in FY18 even though we are increasing \$8,000 over the current fiscal year.

Mr. Wing stated the events is still being carried.

Mr. deNagy stated it is being funded by the HOA and that income is in the revenue section.

Mr. Wing stated I still think it is unnecessary to pay a program director 27% of what you are going to spend on your events but if the HOA stipulated what it is for then that is what it is used for.

Mr. Simmons stated I'm hoping by increasing it by the \$113,000 we don't have to revisit this again next year and come back to the community and say we need another \$100.

Mr. deNagy stated if you recall the original budget we presented before we got the reserve study had no increase in it, which is what I projected last year. The things to consider this coming fiscal year as we go into FY19 that may impact our budget are going to be our contract negotiations on amenity services and landscape maintenance. They both come up in our FY18/FY19 timeframe. The other thing to consider is every time you ask if we have money for something and I say it is not budgeted just keep that in mind that it will impact what goes into our budget in FY19.

Mr. Wing stated one more item and it is on your handout, \$8,200 for increased security. If this is for BlueTek I don't think is a very good idea. I think the deputy is a lot more effective than these couple of guys walking around. The only way they are going to be effective is if they are here 24 hours a day and we can't afford that. I think that is an unnecessary expenditure, it can be used better or used to reduce the levy.

Mr. Wing stated we discussed a number of items and I lost track. Could we go item by item and vote yes or no and see where we are?

Mr. Clabots stated we need to at least have public comment and if we are keeping track of them a process by which we vote on them yes or no.

Mr. deNagy stated we are proposing an increase of \$113.07.

Ms. Venezia stated one thing to suggest for security what about doing a drop down bar for anyone driving into this area over here this way kids can't drive their car or be here to use the basketball court. If we had a drop down bar for security you would need your pass in order to get in. The other is that I have suggested several times before, why would the board not consider doing a bond, which would cost the residents only \$100 instead of \$113 the \$113 we are going to be assessed is not going away in 30 years it is never going to come back to us. The cost of doing business always increases it does not decrease. Why not do \$100 for a 30 year bond you will get over \$2 million and get everything done that needs to be done.

Mr. DelBene asked which option did the board choose when they selected Hopping Green & Sams?

Mr. Eckert stated my comments are directed to the board, the way I took your motion was that you were choosing option 1, which is the same arrangement we have now but Jennifer would be your counsel instead of me that is the way I interpreted what you did. If it is not then certainly those options are available to you. On the flat fee proposal that was option no. 2 that

was for a flat fee except for certain things and I would be remiss to tell you to budget what the flat fee is without that hard number because there may be other things that come up that you need to deal with that you need legal services for. I'm not sure it would necessarily affect your budget but I took your motion to just say Jenifer who has the lower billing rate will be working with you and I would not be and that was option no. 1. Again, we will do whatever you want us to do.

Mr. Clabots stated I took the motion as follows: we have a budget item in here and I think that is the upset max for legal fees in this budget.

Mr. Eckert stated I would not do that because if you get sued that is a different story.

Mr. Clabots stated I think that allows us and should allow us within the options your proposed to sit down with you and say okay, which option should work better for us. If it results in an approved budget for any line item reduction then I think we can make that at the time. I didn't see us taking an option at this point in time I think that is open for discussion outside being sued I see this as a maximum upset and maybe we can work down from there.

Mr. Schroder stated it is \$7,000 less.

A resident stated it seems like half of you did your homework. Are you trying to talk about it amongst each other or are you just blowing it off?

Ms. Venezia stated it would be respectful if the board gave responses this is an open public hearing at this point and no one as responded.

Mr. Clabots stated I would be happy to respond to that. That is not built into this budget at this point in time.

Ms. Venezia stated the \$113 increase.

Mr. Clabots stated I don't believe in increasing debt. I don't think that precludes us from considering it but that is another topic above and beyond what the budget is today. I have heard that suggestion a number of times and maybe in the future we are going to have to consider that but that is not what drives his budget. What is driving this budget is the capital reserve budget. How you deal with some of the future issues that Kathy mentioned is going to have to be a discussion at some point in time but I don't know that we need to do it within the context of this public hearing.

A resident stated the capital reserve budget increased to \$207,000. Is that inclusive of the study or does that include Lee's suggestion of including pond banks?

Mr. deNagy stated it is what is in the study, which includes the pond banks.

A resident asked how much of that is actually pond banks year after year?

Mr. deNagy stated I think it is \$12,000 or \$15,000.

Mr. Garzia stated I totally agree with Mr. Wing and Mr. Simmons about BlueTek. My suggestion is a better camera to get a better visual of the license plate and maybe have gates but I can't see 24/7 having security. As far as the bonds, what was the reason for the first two? How many more bonds are you going to have, every couple of years you go for a new bond?

Mr. deNagy stated there are two bonds, the first bond was the original developer funding for the infrastructure improvements. The second one was the pond bank mitigation for the three critical ponds and that is \$88 per year for 30 years.

I will bring it back to board to see how you want to proceed.

Mr. Labanowski stated I think we need to decide item by item of the ones that came through on the suggestions.

Mr. deNagy stated the first was supervisor fees, there was a suggestion to eliminate supervisor fees.

Mr. Labanowski stated we are here to help the community and we can put that \$7,000 into repairs for things that need to be repaired.

Mr. Eckert stated what goes in the budget is what the board will approve, understand that the supervisor fees are an individual option.

Mr. deNagy stated the other item we talked about was the program director \$2,500.

Mr. Wing asked when the HOA put that up was it specifically for that?

Mr. Labanowski stated \$9,000 for activities and \$2,500 for the director.

Mr. Wing asked they would be unhappy if we took it out?

Mr. Clabots stated they just wouldn't give us the money.

Mr. deNagy stated so we will leave that. The other item we talked about was irrigation repairs an increase of \$8,000 from \$10,000 to \$18,000.

Mr. Wing asked if we reduce that down to what it was last year it would be a difference in the assessment of \$1 or less?

Mr. deNagy stated you would have an increase of \$104 versus \$113 if we put that at \$10,000.

Mr. Eckert stated you are incorporating the third table on the document with the exception of you are not increasing the security by \$8,200.

Mr. deNagy stated if I take out the \$8,200 that would put the increase at \$103.97. Does the board want to reduce pond maintenance? We are under contract for \$8,640.

Mr. Labanowski stated I think we should leave it there and if nothing else we can take that money and put it in repairs and maintenance.

Mr. Simmons asked on irrigation are we going back to \$10,000?

Mr. deNagy stated no, we are leaving it at \$18,000. Line items that will change on your handout are: grounds maintenance electric will be reduced \$2,300, grounds maintenance miscellaneous will be reduced \$4,700, refuse will be reduced \$800, telephone and internet will be reduced \$400 and that is a total of \$8,200. The impact is instead of an annual increase of \$113.07 your annual increase will be \$103.97.

Mr. Simmons asked if we did bring the irrigation back to \$10,000 what would it be?

Mr. deNagy responded about \$93 but I really don't have anywhere to take \$10,000 from. With the \$8,200 reduction the annual increase would be \$103.97.

Mr. Clabots stated a couple other contracts come up this year and there will be opportunities for savings in those contracts and I think we should look at those.

On MOTION by Mr. Labanowski seconded by Mr. Clabots with all in favor Resolution 2017-05 was approved with the budget being amended to reflect an annual increase of \$103.97.

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

B. Consideration of Resolution 2017-06 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2018

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

Mr. deNagy stated we will take the budget you just adopted and certify a roll to the county for purposes of collecting the assessments.

There being no comment from the public, the following action was taken.

Mr. Simmons moved to have the pool open Easter and Thanksgiving and closed Christmas and New Years and Mr. Wing seconded the motion.

Mr. Wing asked I assume if the pool is open you have to have staff present.

Mr. deNagy stated yes.

Mr. Clabots stated I would rather say we will have this on the agenda for the next meeting to vote on it. I would like to know what the budget implication is. We just approved a budget and what is the additional cost. I don't disagree but I think we should formally put it on the next agenda so we have the budget implications identified.

Mr. Simmons withdrew his motion and Mr. Wing withdrew his second to the motion and this item will be on the next agenda for board consideration.

Mr. Labanowski stated I would like to have on the next agenda the possibility and feasibility of voting on the bonds to get our community current on repairs.

Mr. deNagy stated okay, we will add that to the November agenda.

Mr. Labanowski stated I would like to thank Mike Murray for helping to clean out the storm drains prior to the storm. We had a homeowner came out with his drone and took some beautiful shots of the roof and found a lot of issues we have on the roof and I want to thank him as well.

Mr. Wing stated I saw Chuck's post the other day about the homeowner association garage sale is October 14th that is the same day as the run we approved last month.

Mr. Labanowski stated I will follow-up on that.

Mr. Wing stated at the last meeting we agreed to open this room to people who would like to come in and read a book or whatever. Mark with your approval I have a small bookcase I am willing to donate with some very up to date novels and have a place in here for a lending library. Is that okay with you?

Mr. Insel stated yes.

A resident asked when are the sun shades going to be installed over the playgrounds?

Mr. Labanowski stated there was an issue with the contractor for some reason it was delayed but it is in process.

Mr. deNagy stated the county has already approved the permits, the shade structures are in inventory we need to confirm with the installer and Mr. Erasmus a time to get those in place. I don't have a date.

A resident asked can someone tell me why Heritage Landing, Sampson Creek, Sweetwater Creek, Trout Creek all have \$950,000 budgets or \$1.4 million budgets and pay 50% of what we pay for attorney's fees? I would love an explanation as to what they get for their money versus what we pay for. Trout Creek budget of \$1.3 million pays \$20,000. Sweetwater Creek \$1.17 million pays \$15,000. Sampson Creek \$931,000 pays \$30,000, Heritage Landing \$1.1 million pays \$18,000. These are four communities relatively the same size communities and budgets. There are only four communities, Nocatee, Palencia and two others that pay higher fees than us. Even with the scaled back \$37,000 proposal we are still the 16th highest community tied with Aberdeen. What does Heritage Landing get for \$18,000 that we pay almost double?

Mr. Labanowski stated I have no idea.

Mr. Dickinson stated I wasn't sure how the process worked. I submitted two comment cards. Instead of waiting for audience comments at the end of the meeting maybe we can allow a comment as you are going through the agenda. I would have liked to have responded to some of the questions. At least there is an awareness that there are other homeowners who are having some of that happen. What if the water had come up to the house?

Mr. Labanowski stated a lot of them had it happen during the storm. The homes with the path behind them it affected them.

Mr. Dickinson asked is it natural gravity to the ponds or is there a valve or gate if the ponds get too full?

Mr. Labanowski stated there is a gate but it is a fixed gate when the water gets to a certain height it starts draining off.

Mr. Dickinson stated my yard was not flooded but the water was coming up past my fence by about two feet. I saw two people between my house and the next house because there is erosion there and a hole. I wanted to make sure there was an awareness to see if anything else has to be done.

Mr. Labanowski stated we had a lot of rain come in and the water can drain off only so fast. Once the influx of rain was gone the ponds started dropping real fast.

A resident asked as far as legal action are you going to be representing us?

Mr. Eckert stated we will instruct staff to cooperate with the local authorities to get that process started and to sign the form for the insurance claim and we will be available to answer questions along the way and check on status when we need to. There is not much for us to do. If you were pursuing civil action, which I would advise you that is not the best use of your resources then we would have a lot more say in it.

A resident stated I see the next meeting is November 12th and that is a Sunday.

Mr. Labanowski stated it should be November 14th.

TWELFTH ORDER OF BUSINESS

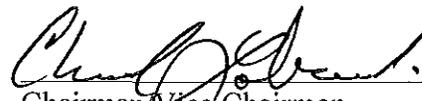
Next Scheduled Meeting – November 12, 2017 at Time TBD

Mr. deNagy stated we look to amend the meeting motion to change the meeting date in November to November 14th.

On MOTION by Mr. Clabots seconded by Mr. Labanowski with all in favor the meeting schedule was changed to reflect a meeting on November 14th not the 12th.

On MOTION by Mr. Labanowski seconded by Mr. Clabots with all in favor the meeting adjourned at 8:40 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman