

TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, November 10, 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 Chairman
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
Mark Insel	Vesta/Amenity Services Group
Jeff Branch	Vesta/Amenity Services Group
Michael Johnson	Duval Landscape Maintenance

The following is a summary of the actions taken at the November 10, 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**

Mr. Sees stated since the new company has been doing the landscaping I don't think they are paying attention to the doggie station by the soccer field by the pond.

**THIRD ORDER OF BUSINESS**

**Update of Pond Bank Work**

Mr. Doub stated some of the property corners were disturbed during construction and we are waiting to hear back if all of those have been reset. I suspect they are still working on it because I haven't gotten verification back.

There are some minor punch list items in the Area 3A sod at the top of bank and the end wall treatment on the pipe and some sand washed into the pond and Besch & Smith is aware of that. They had asked if we would let them do that when they come back in March but we are going to ask them to take care of that now.

Mr. Schroder stated I know of one property owner who is concerned about the grass and some grass was repaired but in this particular case this is a very nice looking yard and I would hate to leave it in that condition until March. The other thing I have asked Mr. Doub to do is to look at the riprap at the mitered end sections on these discharge pipes. I don't think those are done properly. They have been done but I think they need to be done differently and he is aware of that. They covered the ends but there are places where there are two to three feet in some cases of exposed pipe that is not covered with the riprap. I would rather see the riprap close to the slope and cut the pipe off than to have the pipe out there exposed.

Mr. Doub stated we will follow-up on that. I would like to talk about the next phase that I'm calling Phase 2. What we need to do to get started is go in the field, determine the scope of work and what work needs to be done in various areas and what the priorities are going to be, staging areas and cost and that kind of thing. I set the rest of it up in two areas, 2A and 2B and 2C for discussion purposes and then I started thinking about where we would have staging areas and as we learned in Phase 1 we talked about moving that staging area for Area 5 and it was a \$20,000+ issue to move the staging area down the street so I think that is a critical component of what our cost ends up being and it will also play into how we phase the construction of the project. I put some stars in some common areas under CDD control that would be easy to use but when I look at the 2C area and ponds no. 3, 4 and 5, I can't think of any common area that we have in that area and that may become pretty sensitive to us to figure out what we can and cannot do as far as staging to provide the contractor's ingress and egress to the work areas. We don't know how much work we have there if it is a very small amount of work that is not as big of a deal but if we have some areas like Area 5 that require a significant amount of staging then that is going to be a factor in where we come up with staging for that work. I want you to think about this and I recommend when we launch the next phase that we look at all the remaining

work at one time and come up with what needs to be done and then figure out how we want to stage it, bid it all, three separate phases or one or whatever. We have quite a bit of homework to do before we launch the next project.

Mr. Schroder stated it is going to take an extensive walk through. We are going to have to walk every foot of the pond bank to determine where the issues are then prioritize those so that we do the worst ones first. I was involved last time and there was me and three engineers, two from England Thims & Miller and one from the geotechnical company. That is a lot of hours we are paying these engineers and I would like to see if we can minimize that and have one engineer and me or other board members to do that. If there are issues that may require the geotechnical engineer to come out maybe we can bring him out later but I see this taking at least a full day walking the other 17 ponds.

Mr. Doub stated it took us most of the day to walk the three we did in Phase 1 and 2A, 2B and 2C are visually a comparable amount of area and I think it may take us several days, at least three and maybe longer. The other issue is scheduling, I don't know what Rodney's availability is to do three days solid or two days solid. It may take a couple weeks to get all of that done, coordinate the schedules and that kind of thing.

Mr. Schroder stated if there is any way to do it without the geotech and have him come back when we identify areas we want him to look at rather than have him walk all the ponds.

Mr. Doub stated we need him to tell us the distinction between underlying soils and surface conditions, we need to agree on that with him. Those are the things we need to get our arms around and figure out what our strategy is going forward. In some areas we did a fix for 150 to 200 feet then skipped 50 feet and did another 100 feet and the first thing we realized was that we had to go another 20 feet and do the first change order. We might look at it a little differently this time if we are going to be repairing areas and not have a patchwork looking project at the end.

Mr. Schroder stated it may be more cost effective to continue through.

Mr. Doub stated yes and we didn't expect when we laid this project out that the contractor was going in and benching down and then restoring so much of that slope, which he did almost the whole slope into the water's edge and there were probably some areas that if we had him do the whole slope would have looked better at the end of the day. We want to think through all these things we want to set up in the next phase.

Mr. Schroder stated one of the thoughts I had originally going into this past project was people removing the fence, clearing that 8 foot easement and use that flat area to run up and down but that is not the way the contractor chose to do it. If he is removing the bad material in there it doesn't make any difference but if there is no bad material to be removed in that section he has disturbed it and he has to repair it. I would like to minimize the runs through areas that aren't going to be repaired.

Mr. Doub stated that goes back to our options for the staging. We had a good turnout at the pre-bid meeting but we ended up with only one bidder and we may want to reach out to those guys who looked at the project but ultimately didn't bid it and ask them what did they see that made them decide not to bid. If we were to do something different what would make it more attractive to you or make you more interested in bidding.

Mr. Schroder stated I think that is a good idea.

Mr. Labanowski stated I think you need to look at pond 11 again in the area that was not worked, the pond bank is starting to shelve now.

Mr. Doub stated okay.

### **Consideration of D.R. Horton Settlement Agreement**

Mr. Eckert stated as the board is aware there were some concerns that the grading of three lots by D.R. Horton was causing some surface erosion problems on the pond banks. Your engineer went through and tried to calculate the cost of the repairs that were attributable to those surface erosion problems arising from the grading issues. Your chairman has also been discussing this with Mr. Bob Porter of D.R. Horton. The amount the engineer came up with to ask D.R. Horton to pay was \$12,916.15 and I was asked to put together some sort of agreement memorializing that Horton would pay us this amount first of all then that we would do the work. Since we are the ones in charge of doing the work, D.R. Horton wanted assurances that if they paid us this money we weren't going to ask them for another check in a month or two or something like that for these same lots. What you have in front of you buttons up that issue. If anybody has any questions I would be glad to answer them, if they are technical questions I would defer to Preston.

Mr. Labanowski stated this is strictly for the lots over in Area 4 and 5.

Mr. Eckert responded it is only for the three lots.

Mr. Labanowski asked what about the other areas where there is damage done on other ponds? There are a couple other areas where there is damage. This does not release them from that, correct?

Mr. Eckert responded it does not release them of that; it only relates to these three lots, however, I would say if there are other areas of concern that is something we should talk to D.R. Horton about and may cause some heartburn if we are going back again. If there are those issues that we think are the same type of issues then we probably should know that sooner rather than later.

Mr. Schroder stated it would also depend on whether those are areas that we have to do.

Mr. Labanowski stated this is surface issues, I'm looking at the damage that was done there on that pond that is large enough where bales of hay were put into it to stop erosion.

Mr. Eckert stated I would have to defer to Preston. I prepared the agreement based on the information that I had.

Mr. Doub stated we would need to know which lots those are then look at them.

Mr. Labanowski stated it is on pond 7.

Mr. Schroder stated it is not an area for possible future ones if there is no work to be done on that pond. It may or may not be an area.

Mr. Eckert stated I drafted it just releasing them related to these three lots. All I'm saying is it is not going to be in our best interests to keep peppering them every six months with stuff unless we have the conversation upfront saying we are going to keep going back to you every six months or when we review stuff and keep in mind there is more coming. I would rather have that conversation upfront and not have them necessarily be surprised.

Mr. Quinto asked didn't we originally go to them and they said they wouldn't do anything when we started this work?

Mr. Schroder stated they tried unsuccessfully to repair that one lot and it kept failing.

Mr. Eckert stated they tried and then we said pay us and we will fix it and that is what this agreement does. They are paying us money and we are going to be responsible for fixing it.

Mr. Labanowski asked since they are still doing construction in that area would we be better off going to them and saying since you are still in the area how about taking care of this if it is a surface issue fill it in and lay some good sod down and that should take care of it.

Mr. Schroder stated theoretically they shouldn't grade anything outside the line anyway and if they do the lot according to the lot grading plan there shouldn't be a problem.

Mr. Labanowski stated it was during the building phases before sod was put down before it was graded, they were late on putting silt fences up and when they put the silt fences up it still didn't help and it eroded.

Mr. Doub asked did it happen during the construction of the house?

Mr. Labanowski stated during the building time, yes.

Mr. Eckert stated I think based on an email sent to the chairman D.R. Horton thought they could get it done a little bit cheaper but the district was requesting them to pay for it and let the district take care of it so that it was done to our satisfaction and we didn't get in a situation where they spent money and we said it was not quite good enough and they say we think it is good enough. That is the agreement before you.

On MOTION by Mr. Labanowski seconded by Ms. Venezia with all in favor the settlement agreement with D.R. Horton was approved.

Mr. Schroder stated we need the number of lots and look at them and we may need to correct them before they become a real problem, when they do the final grading of the lots. Are the houses completed?

Mr. Labanowski responded the one where the bales are was completed two months ago.

Mr. Schroder asked who put the bales up, is that the bales we put up?

Mr. Labanowski stated it would have to have been because I don't think Horton did it. I can identify them for you.

**FOURTH ORDER OF BUSINESS**

**Consideration of Pond Bank Requisitions**

Mr. Doub stated in your agenda package are three requisitions, 28, 29 and 30 for the pond bank work, England Thims & Miller CEI work, Besch & Smith's payment for requisition no. 6 the total is \$80,723.97.

On MOTION by Mr. Quinto seconded by Mr. Labanowski with all in favor requisitions 28, 29 and 30 were approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney – Consent to Representation and Waiver of Possible Conflicts of Interest**

Mr. Eckert stated in your agenda package is a consent to representation and waiver of possible conflicts of interest. One of my partners was approached by D.R. Horton and asked whether or not she could help them establish a community development district in Clay County. That is a six to nine month process to get one established. Given that the District has the agreement with D.R. Horton, which still requires them to perform in the future and the fact that we have other issues with them that could come up we can't represent them unless our clients where D.R. Horton is working or may have disputes with consent to that. We would not represent them if the clients didn't consent to that. There are about 15 of us in our firm that do community development district work. We do most of the community development districts in Northeast Florida and we feel we can do both representations and be fine doing that but it is really your choice and I wanted to bring that to the board's attention. I have Aberdeen and Durbin who still have to address the same issue later on this month but I wanted to bring it before the board and see if the board was comfortable with my colleague doing that representation while at the same time I represent this board.

Mr. Schroder stated I had a question on item three and Mike explained it and I would like him to go over that for the rest of the board.

Mr. Eckert stated we will continue to be district counsel. If we get to a situation where the district is directly adverse to D.R. Horton on any issue at that point in time you are probably going to have litigation and we would not represent D.R. Horton in that matter and we would not represent you in that matter and we would never represent D.R. Horton in anything related to this project and to your community. You are the client and you have to be comfortable with it and if you are then I would ask that you approve it and if you are not comfortable with it then I would be glad to talk to you.

On MOTION by Ms. Venezia seconded by Mr. Wing with all in favor the consent to representation was approved.

Mr. Eckert stated the board knows that Preston and I have been talking a little bit about trying to coordinate what we are going to do in the future and everybody needs to understand that if we want to sell additional bonds at some point in the future related to the pond banks that we have to go back through the validation process and we certainly have I think enough cost information that once we understand the linear footage of what pond banks need to be repaired we will be in a position to do that if the board so chooses to go the bond route again versus building it into your O&M budget. It is good that we are talking about these things because the validation can be 90 days or 180 days depending on the court's calendar.

Mr. Quinto asked would it be possible to do it in January?

Mr. Eckert stated to do a bond validation in January, no. Not at this point in time because you have to get your cost numbers and I think you are probably not going to have until January or February a cost estimate, not an RFP but an estimate by Preston's office and once you get those it is going to be 90 to 180 days. Right now the schedule we are on you are probably not going to be doing pond bank repairs until a year later because you don't want to do it during the wet season; we encountered that this time. You are also going to be able to refinance your bonds on the other side too and we are going to get geared up for that in January but in terms of additional pond banks there is quite a bit of legwork that needs to go into it before we can actually go to validation and sell additional bonds if you want to do that. Once we know the extent of the problem, if it is something you can pay for as you go like if it is \$30,000 or \$50,000 a year or something like that, then you may not want to sell bonds.

Mr. Schroder stated that is what we are up against the potential for the interest rates to be less favorable down the road.

Mr. Eckert stated you have that potential, we constantly worry about that potential and so far we are in good shape I think we will be in good shape when we refinance our bonds but we need to be able to move quick.

Mr. Labanowski asked would it be more advantageous if we did both of them at the same time?

Mr. Eckert stated I think you would have a little bit of savings if you did that but I really think you need to get a handle on the reconstruction cost and then get a handle on do you want to do everything right now, do you want to do it in three stages, build some into your O&M budget

and sell bonds for some. You just have to get the cost figures first then from there we can come up with a strategy that you are supportive of.

Mr. Doub responded I think we ought to identify all of the remaining work for the whole project and do the cost estimate and we will break it down into pieces so we can decide if we want to do a group of ponds or how much we want to do in the next project we do. I think it is important to know what all of the costs are for the whole job and the logistics of staging and all those kinds of things to be able to make the decisions.

**Engineer**

There being none, the next item followed.

**C. Manager**

There being none, the next item followed.

**D. Landscape Manager**

Mr. Johnson stated updated the board on the work accomplished since the last meeting.

**E. Operation Manager (ASG)**

- 1. Report**
- 2. Pictorial Maintenance Report**

Mr. Branch highlighted the items accomplished during the month and informed the board about needed sand filter repairs.

On MOTION by Mr. Quinto seconded by Mr. Labanowski with all in favor the chairman or vice chairman were authorized to approve the sand filter repairs in an amount not to exceed \$6,500.
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**F. Amenity Center Update - Report**

Mr. Insel gave an overview of the items in his report.

**SIXTH ORDER OF BUSINESS**

**Approval of Minutes from the October 13, 2015 Meeting**

On MOTION by Mr. Labanowski seconded by Mr. Quinto with all in favor the minutes of the October 13, 2015 meeting were approved.

**SEVENTH ORDER OF BUSINESS**                      **Consideration of Resolution 2016-02  
Disposing of District Property**

Mr. deNagy stated Resolution 2016-02 is a resolution of the board classifying surplus, tangible, personal property authorizing disposition of surplus, tangible, personal property. We have an old PC that needs to be disposed of and this resolution will take care of that matter.

Mr. Eckert asked were the files from the old PC transferred to the new computer?

Mr. Insel responded yes.

Mr. Eckert stated if the public records are still intact then we can and should wipe this computer.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor Resolution 2016-2 was approved.

**EIGHTH ORDER OF BUSINESS**                      **Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**                      **Supervisor's Requests and Audience  
Comments**

Mr. Quinto stated I'm happy with the landscaping.

Mr. Labanowski asked can we get signs put on Porta Rosa Circle to keep people from parking on there? AT&T was trying to put a line through our pond bank, which was stopped, there is no utility easement in there. As far as San Marino we are waiting for the letters to arrive and I would like to request our chairman to do the presentation at the time it happens.

Mr. deNagy stated I think we also would like to have a resolution recognizing the renaming of the park.

Mr. Eckert stated if you can wait until our January meeting we can adopt it but if you want to be able to do that beforehand the board can direct staff to prepare a resolution renaming the park with the appropriate language and authorize the chair to sign it.

On MOTION by Mr. Labanowski seconded by Mr. Schroder with all in favor staff was authorized to prepare a resolution renaming the San Marino Park and the chairman was authorized to execute the final resolution.

Mr. Wing asked does anyone know if any fishing has taken place on the pond?

Mr. Labanowski stated I know several boys went over there. We need to post a sign listing do's and don'ts.

Mr. Eckert stated we have examples of that and Dave has that too and I don't need to be involved in that.

Ms. Venezia stated I would like to know if the board had an opportunity to look at the information regarding Gayle Henson of the University of Florida coming out and speaking to the board and possibly residents to discuss the type of vegetation we can put on the pond banks to stabilize them moving forward. Hopefully at some point in the future we may not even have to mow them. She is extremely knowledgeable and I really think it would be beneficial to us and the resident to at least hear what she has to say.

Mr. Schroder stated the issue was we would have to pay for her travel.

Ms. Venezia stated she is coming from Gainesville so it would be her gas and I will pay for it out of my own pocket.

Mr. Schroder stated I would like to hear what she has to say but before we go full scale I would like to try a test site in a small area to see how it does.

Ms. Venezia stated all she is going to do is come in and talk to us.

It was the consensus of the board to have Ms. Henson attend and speak at the February meeting.

**TENTH ORDER OF BUSINESS**

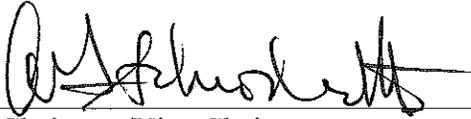
**Next Scheduled Meeting – January 12, 2016  
at 6:00 p.m. at the Murabella Amenity  
Center**

Mr. deNagy stated the next meeting is January 12, 2016 at 6:00 p.m. here in the amenity center.

On MOTION by Mr. Quinto seconded by Mr. Labanowski with all in favor the meeting adjourned at 3:02 p.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman