

TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, November 8, 2016 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
Mike Yuro	District Engineer
Mark Insel	Vesta/Amenity Services Group
Jeff Branch	Vesta/Amenity Services Group
Dan Fagen	Vesta/Amenity Services Group
Lourens Erasmus	Vesta/Amenity Services Group
Brian Moore	Duval Landscape
Daniel Laughlin	GMS, LLC
15 Residents	

The following is a summary of the actions taken at the November 8, 2016 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Staff Reports (Part 1)**

**A. Engineer**

Mr. Yuro reviewed his report, copy of which was included in the agenda package. In reference to access through the conservation easement it was suggested that he contact the homeowner for access through his property to remove the tree that had fallen on his fence.

In reference to the one-year inspection for the pond banks Mr. Yuro indicated that the status of the turf was an item that the contractor didn't feel was his responsibility.

Mr. Eckert stated there is an issue with some sediment in the pond around Lots 501, 502 and 470. We reached out to Preston whom we still have under contract, he hasn't been doing any work on it but in order for him to be able to answer questions we kept the contract open. We asked him if the sediment removal was part of the contract, which Mike is continuing to look at that issue to pin that down and we think that needs to be analyzed and ETM has pictures of the ponds beforehand and we need to find out if it was there before because I think there is a dispute as to whether it was there before and also was it included in the scope of the contract. If it wasn't included in the scope of the contract and it was there before then we have a different issue we have to deal with.

Aside from the turf the only other issue we are looking at right now is that sediment. There are different fixes for how to deal with the sediment and your engineer is better to talk to that than I am but I think there are some decision points we need to make and I'm prepared to go through those with the board after you have had your discussion.

Mr. Schroder stated I assure you that sediment was not there because we walked it before. My understanding is the sediment was the result of a washout or several washouts it was not an existing condition. One of the residents I think at 501 will testify as to what the contractor said to him when he said I'm not going to do that and walked away.

Mr. Eckert stated ultimately we will want to talk to whoever has knowledge of this issue. What I'm hopeful for is that ETM will have pictures, which is better than anybody's memory. It will be a couple days before we hear back from them and then we will pursue that. The two issues are the turf because after we talked about the warranty letter we sent to them saying it is still under warranty here are the issues noted by the district engineer, here are the issues we are asking you to fix they responded back we are only going to fix the things that are non-turf related because they don't think the turf issues were their fault. Then this issue came up with the sediment but because we were running out of time on the maintenance bond we on behalf of the

district sent a letter to the bonding company letting them know the defects that we found, the maintenance bond is going to end in a couple days we want to put you on notice before that ends so we got that on file. Contractors don't like that but we didn't have a choice. We are either going to be outside of the maintenance bond period or we are going to have to file that and follow back up with them, which I think Mike has done a good job of saying we are still trying to work with you on this but we are up against a wall in terms of the maintenance bond.

The first thing we need to know is does the board intend to pursue the turf claims against the contractor? If the answer is no then we know we can work with them on some of the other issues that we have; if the answer is yes, you intend to pursue that we need to get them an answer on that as well.

Mr. Wing stated I don't understand how you can hold them responsible for the turf when we accepted it at the time no one said there was anything wrong with the turf and to my knowledge in the contract they had no further responsibility as far as irrigating or fertilizing or doing anything else with it.

Mr. Schroder stated I think you are right. Are there any of those areas that we could argue that it was their responsibility?

Mr. Yuro stated I think it would be difficult they provided several pictures that showed green grass at the time it was turned over, which looks significantly different than it does today.

Mr. Schroder stated the lesson learned here is the next time we do this we need to look at how we deal with the turf.

Mr. Eckert stated I'm not hearing any motivation from the board that we want to hold them responsible for the turf issues. The second issue is the sediment in the pond area. Does the board want us to push back against them and let them know that we think this came up during the construction and therefore it is something they are responsible for and let's talk about how we fix it and push back on them on that issue?

Mr. Schroder stated I think we all agree on that.

Mr. Eckert stated we will do that. The third thing is we need to make sure and I don't know if Mike is to a point where he can do this or not but we need to confirm with you that the warranty work that they have done is acceptable.

Mr. Yuro stated I would say yes. I met with them twice that day, once in the middle of the day to see if they had any questions and they did have a couple and then I came back out

again to walk what they did. In my opinion they addressed what they said they were going to address. The one item I did not get a chance to follow-up on was the installation of the survey monument, it wasn't done at the time and they were going to put it in on a Tuesday or Wednesday and they put it in on Friday so next time I'm out there looking at the next phase of pond bank I will confirm that it was installed. The other items that they did appear adequate. I will say that there were several areas where they replaced some washouts and were installing new sod and I looked at it at the time but I haven't been back since then to make sure that took hold. At the time they made the new installation it looked adequate to me.

Mr. Eckert stated I think what you are hearing is they are proceeding in good faith and fixing the things they agreed were their responsibility but you will finalize that at some point and say we accept them.

Mr. Schroder stated there was also one of the discharge pipes and poorly constructed rip rap into that and it was actually silted up and was not functioning properly and probably not at the right elevation. I'm including that as part of the issue with the sediment. You can't do it right until you get the sediment out.

Mr. Yuro stated any of the discharge pipes that I noticed that did not appear to be done correctly I identified and they corrected all of those. That was one of the questions they had with me because if you follow the detail in the plans to exactly how it was drawn several of the cement bags would be sticking up well out of the water because the top of the pipe is only supposed to be right at the normal water elevation. That was one of the things we were looking for the best solution to that issue but they did go around and fix all of those pipe ends that either had sediment in or the cement bags needed to be repaired and in fact even some we didn't identify they double checked them and if they looked iffy they sent the guy out in the water to dig it out.

Mr. Schroder asked did they or did they not correct the one where the silt is?

Mr. Yuro stated the one where the silt is, what they did in all of them and I'm trying to remember if that was one of them and I think it was, they reinstalled cement bags appropriately one underneath and two on the side and one on the top of the pipe and they had somebody out there in the water in waders digging out around the end of the pipe so sediment wouldn't fill it up. But they did not do anything to the broader sediment in that corner.

Mr. Schroder stated the question I had earlier in relation to something that Mike said about some of the erosion around mitered ends where it was outside the area of work. How do you define the area of work because the actual type 1 and type 2 improvements were done and skipped lots and so forth, however, in a lot of cases they had a run and they actually destroyed the pond bank to provide access and they came back and rebuilt the pond bank. If there was a mitered end in that section where they repaired their access that is something they would have responsibility for.

Mr. Yuro stated the pipes coming from the street are typically coming straight down the lot line and there was one particular area where the actual repair started at the lot line and went to the right and that half of the mitered end was done correctly with fill and sod around the mitered end the other half of the mitered end looked to me like it needed some fill and sod around that half of the mitered end but that was in the lot to the left that was not identified to have repairs done. The access road you are talking about according to the contractor that was constructed about midway up the slope but didn't get all the way down into the water so it didn't get down to the limits of where in their opinion they didn't disturb anything down there by that waters edge, which is why they said that was outside the scope.

Mr. Schroder stated I understand that; however, when that was disturbed it rained so another lesson learned. The next thing we need to do is photograph those structures so we know the condition they were in before the contractor comes in.

Mr. Labanowski stated ETM took a number of photos prior to the project.

Mr. Eckert stated I have requested the photos from ETM. In my experience overall I think the contractor has done a decent job of trying to comply with the contract. We have to look at the sediment issue but one of the other concerns we expressed to them was as you will recall you did a change order later in the year to add additional work that occurred after the original work or on the tail end of the original work. We view the contract as requiring them to have posted a maintenance bond that would coincide with one year after that work was completed. They have taken the position that they think their maintenance bond was just through the original period of the original work. I want to go back to them and show them in the contract where it requires them to do that and I think the fact that we are not trying to hold them accountable for the turf issues, which we just talked about should help me get that done. There is still a warranty but it is good to have the bond.

Mr. Schroder asked has the clock stopped now. We would be out of the one-year but did we stop the clock before the year ran out?

Mr. Eckert stated yes, we made our claim before the time ran out on either the warranty or the maintenance bonds so we are protected.

Mr. Schroder stated so there is no urgency right now we are still working as if the clock has stopped.

Mr. Eckert stated we have preserved our rights but we want to move on from this just as much as everybody does. I have enough direction to know what to do on the pond banks and I don't know if Mike needs anything further.

Mr. Yuro stated I don't think I need anything else at this point.

Mr. Yuro stated at the last meeting I provided some drainage exhibits to get apples to apples comparison for around the mail kiosks and tennis courts. I was asked to update those a little bit and provide some listing of pay items to ensure all the work was done consistent and I provided Lourens information that I hope was helpful in securing the bids.

The last thing is the Phase 2 pond repair and at the last meeting there was a lot of discussion on which ponds are going to be included and based on that discussion and some subsequent feedback from Aage I finalized the map and I started walking those ponds. It is my expectation that before the next meeting I will have completed my walk through the ponds and if this is appropriate I would like to share that with the board before the next meeting so if there are any board members who want to meet me and walk any of the ponds based on my inspection I want to have an opportunity to do that before the next meeting. Before we finalize the scope and the limits I want to be sure we are in agreement.

Mr. Quinto asked what are the five ponds?

Mr. Yuro stated there is going to be a total of ten ponds in the next phase that are going to be looked at.

Mr. Eckert stated you can meet with any of the supervisors individually if you want to.

Mr. Yuro stated I will finalize my initial walk through and update an aerial map to show what I observed, compare that against some of the information that was provided to me based on a walk through the board members did last year and at the next meeting hopefully, we can finalize the direction the board wants to proceed.

Ms. Venezia asked will that include the number of lots that are going to be involved?

Mr. Yuro responded yes, the lot lines and lot numbers will be identified.

Mr. Quinto stated I would like to walk around the ponds.

Mr. Yuro stated I'm happy to do that. Let me finish my initial take so we have something to start with and then we can walk through and confirm, add to or revise based on meeting with individual board members.

Mr. Labanowski stated I would like to walk with you also. Is there a way while you are out there that you can identify if the issues are with the homeowner and what they have done on their property so if we do the repairs it doesn't happen all over again?

Mr. Yuro stated I will certainly keep that in mind to identify something like that if it is obvious.

## **B. Landscape Manager**

Mr. Moore stated there was quite of bit of storm debris that Lourens and my crew hauled off and we appreciate your help. Just before that they came out and treated the weeds and we are starting to see the suppression of those weeds. As Chuck requested we fertilized the top of lake banks on 6, 7 and 10 with an organic fertilizer. We continue to perform detail at all the entries and we continue to spray weeds on the berms.

Ms. Venezia asked could the medians in the entryways off of S.R. 16 be planted with confederate jasmine when the roses are removed?

Mr. Moore responded yes. I was going to start removing the stumps where the Italian Cypress are because I understand that you would like to clean that bed out and plant it with confederate jasmine and plan B would be sod it if we don't go with confederate jasmine.

Ms. Venezia stated I think sod would be boring and we need something to spruce it up.

Mr. Schroder asked how do we proceed? Do we need an estimate to do that?

Mr. Erasmus asked are we going to remove those dead roses now so that when you drive in you don't see these dead things? If we could have them come out mulching is coming up in November and the beds will be mulched and look new and I will get with Brian and get some options on plants to go in there that will make it look nice along with the cost.

Mr. Schroder asked will you bring that to the January board meeting?

Mr. Erasmus stated yes but for now my request is to remove those roses.

Mr. Schroder asked what will that cost?

Mr. Moore stated we will take care of that without charge.

Mr. Erasmus stated mulching will be done in November but the amount of pine straw we are getting is not enough for this property. The property was designed to have pine trees in the berms and the pine trees were supposed to drop their needles and make it all pretty. We are losing pine trees and it is not always working out as beautiful as it should. We are probably going to use what we get sparingly and as visible as possible. I know there are going to be angry people because we won't be able to put pine straw behind their houses unless we come up with a certain amount of money that we want to spend extra on pine straw.

Mr. Schroder asked what we are going to do is already built into our budget?

Mr. Erasmus stated correct. We don't have enough in the budget to do the whole community.

A resident stated between the hurricane and the dying pine trees there is no more berm behind our house. It is a walking path and kids cut through because there are no more trees. You talk about the ponds but no one addresses the berms as to what is going to be done.

Mr. Erasmus stated that is why I brought it up because I would love to put pine straw all over but unfortunately I am limited to what I can do.

A resident asked are you going to go around to those people's areas and figure out who is the most damaged?

Mr. Schroder asked the berms are CDD property and there is nothing to require lot owners abutting those to maintain them is there?

Mr. Eckert stated I would have to look at the HOA covenants but I doubt it.

Mr. Labanowski stated in regards to irrigation being done. What will be the completion date?

Mr. Moore stated he fixed the original leak that caused it, unfortunately we had to cut through pipes to get to the leak, he still has to perform most of those repairs, grade up a little bit and I'm going to have my crew help them haul off the dead plant material and we are going to replace that. We are going to restore that back to the way it was then he can re-pressurize and start the system tomorrow or Thursday. We are very close.

Mr. Labanowski stated please make sure we have the proper barriers up because when the work first started the proper barriers were not up to keep people from stepping into it.

Mr. Moore stated that word got to me quickly and I have talked to them about that.

Mr. DeFranzo stated when I was involved in putting the contract together for mulch I don't recall any restrictions on areas to be serviced it was to be the entire community. If Lourens is talking about quantity that is an estimated quantity.

Mr. Schroder stated I think it is something we need to look at.

Mr. Erasmus stated that is fine but that is what I was given.

Mr. Schroder stated we can't have the mulch areas increasing. Part of the problem is areas that were not supposed to need mulch because the pine trees were going to drop needles that area was probably not included in the contract.

Mr. Wing asked do you want to look at the contract and see what it says?

Mr. deNagy stated we will do that.

Mr. Moore left the meeting at this time.

**FOURTH ORDER OF BUSINESS**

**Consideration of Addendum to Engagement Letter with Grau & Associates**

Mr. deNagy stated we had accepted the engagement letter in August and the addendum relates to the Florida Statutes regarding public records section 119.0701 and this is now included as part of the audit engagement letter requiring the auditor to do certain things with public records requests.

On MOTION by Mr. Wing seconded by Mr. Quinto with all in favor the addendum to the engagement letter with Grau & Associates dealing with public records was approved.

**FIFTH ORDER OF BUSINESS**

**Discussion of Alternative Proposal for Expanding the Fitness Center**

Mr. Labanowski stated over the past year I have been looking at a number of scenarios as far as doing something with the gym whether it be expansion or a new building or whatever. I have gone to several facilities that have expanded and are also building a new facility. The cost of a new building has gone up from what I was originally told, it was \$199 per square foot and it is almost twice as much now. With that being the case and cost being an issue without increasing assessments there is a possibility to make the gym better than it is right now and that is remove the door between the gym and the bathroom, which is always left open anyway, take that door and move it to where the faucet is and put that door inside the office so they have

access to that closet. They would close down the closet access from the gym going into that closet and that will create enough room for a number of pieces of new equipment. At this time I would like to get the work done in preparation for possible new equipment. It would open it up and give more floor space for people who work out because right now anyone who has to go into the office has to step around people lying on the floor. We are only looking at \$800 to move that door into the office and knock out the doorframe, put in a new door frame and hang the door in the new location as long as there is not an issue with electric. If they have to move electric it will be roughly \$150. This is the easiest and less expensive way to provide more room.

A resident asked is there any money set aside for gym equipment? You are talking about changes but if we don't have the money for equipment to put there then what?

Mr. Labanowski stated it is in the reserve for 2018/2019.

Mr. Schroder stated it is for replacement not necessarily new additional equipment.

A resident stated then no is the answer. If you take off the door that goes into the area where the water fountain is, the water fountain is in the way and there is no room for equipment.

Mr. Labanowski stated from the window over you can put another piece of equipment on that wall. It gives you more room to work out in and also we are looking at possibly after the first of the year to purchase one piece of equipment. It is going to depend on the budget and what funds we have available at that time. Cost will be the factor and we are looking between \$1,200 up to \$13,000 depending on the piece for commercial grade equipment.

Mr. Bresloff asked when you say \$199 a square foot are we looking at building a whole building or looking at those steel buildings?

Mr. Labanowski stated this is for a new building, we can't put a steel building out there it wouldn't look right.

Mr. Clabots stated the HOA board said they would allocate some moneys to see improvements for this property. Correct me if I'm wrong but we agreed to do some playground improvements and the last proposal that we heard was for some improvements to the basketball court. Is this another improvement in terms of some renovation with perhaps some additional equipment that you might approach the HOA for?

Mr. Labanowski stated we could.

Mr. Clabots stated my guess is you might prioritize those proposals and get stuff out to the HOA board to review.

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

Mr. Clabots stated it won't begin in December so you have to get it on the agenda somewhere.

Mr. Schroder stated what that means is we will look for opportunities to finance it without changing the budget because if you increase the budget then we have to raise our assessments and we are all trying to maintain those or lower them if possible.

Ms. Loeffelhotz stated in regards to what he just said, everybody has their priorities. Something I want to throw out there like improving playgrounds out here. We are not aiding the community. My husband plays basketball; a lot with the kids out there and 90% of those kids don't live in this neighborhood and I'm not saying it is our kids or their kids that ruined that property but we are paying for that property. Before you look at spending thousands of dollars that benefit people who do not pay assessments, just like when you have fireworks it draws everyone and they come into our neighborhood; there needs to be something discussed about the fields and whether it is for our use then you should maybe put up a fence that someone would need a key card to get into.

Mr. Schroder stated Mark can address that in his report but he spends a lot of his time every day running people off who don't belong here. It is easy to keep people out of the gym but it is very hard to keep kids off the basketball court.

Ms. Loeffelhotz asked why don't you fence in the basketball court and access it with a key card?

Mr. Quinto stated don't forget people are allowed to bring guests.

Ms. Venezia stated we had a different group of residents in here a couple of months ago and the biggest issue that went on for hours that night was fixing the basketball courts that is why those funds from the HOA were going to be allocated for the basketball courts. This is an open community not a gated community and Mark spends a lot of time chasing kids off.

Mr. Labanowski moved to approve renovations to the gym in an amount not to exceed \$1,200 and Ms. Venezia seconded the motion.

Mr. Garzia stated I focus more on the HOA and there was somebody on the board that had a special interest for this basketball court. I don't mind updating with the fiberglass backboards but any new courts I think we are asking for more trouble and people from the

outside and I believe it was going to cost \$36,000. All we are asking for is more room efficiency and maybe one machine a year. We are not asking for 12 new machines, one new machine a year.

Mr. Simmons stated we are saying that for the \$1,200 we are going to get enough space for possibly three new machines.

Mr. Labanowski stated and some floor space but that is not what the motion was for.

Mr. Simmons asked the reserve is for what year?

Mr. Labanowski stated 2018/2019.

Mr. Simmons stated then we have the space in 2017 but that's all we would have is just the space.

Mr. Labanowski stated we would look at the budget to see if it is possible to add one piece.

On voice vote with all in favor the motion passed.

Ms. Loeffelhotz stated you recently put a sign-up sheet at the gym and it says can be used for CDD and you are using it to measure the gym use. Can you put a request out there that you are going to be trying to spend this kind of funds on the basketball courts that since we are being monitored so closely that people have to sign in out there and you have a fair estimate of who is using those courts. I think everybody in the gym is following protocol and I think it would only be fair and you are going to spend \$1,200 on us and \$36,000 on people we may not know are residents.

Mr. Schroder stated we aren't spending \$36,000 that is the HOA.

Mr. Labanowski stated the next step it to go out and get bids for the work.

Mr. Eckert stated he can enter into a contract for the work unless you tell him not to, you just authorized \$1,200 to be spent to get that work done and as far as I'm concerned he can get that work done.

The second issue that you proposed is does the board want to ask the HOA to fund some new equipment once you get the renovations done.

Mr. Wing stated the HOA didn't move to put money for basketball or renovations. I suggest we wait until the first of the year you will have an HOA election and a whole new HOA board and bring it up at our meeting.

Mr. Labanowski stated I agree.

Ms. Miller asked if we do this work in the gym is the gym going to be closed and unavailable to us to work out while you are doing this work?

Mr. Labanowski responded no, the only work that is going to be done will be in the office everything else will be open.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports (Part 2)**

#### **A. Attorney**

Mr. Eckert stated I did look at the HOA covenants while we were sitting here and it does provide that lot owners are required to maintain between their side lot lines and roads and also down to the waters edge. The word is "maintain".

The second issue that I wanted to report on and as you know we are having an election and I want all board members to understand that there is some legal authority in Florida that if a person is elected they are considered a candidate elect and that there is some legal authority that the sunshine law applies to candidate elects just as it applies to sitting board members. To the extent that there is any change on the board I will caution all board members to understand that the sunshine law may apply to your conversations with anybody who is newly elected to the board just like it would for someone sitting on the board today. I want everybody to be aware of that because that is something that comes up around election time that some people don't quite understand. There is this movement for new people to get up to speed and they want to talk to people and it is a very productive pursuit unfortunately, the sunshine law may preclude that.

#### **B. Manager**

Mr. deNagy stated I handed out a follow-up to the dissemination proposal that we talked about at the last meeting. The proposal is \$1,000 and that covers the one bond issue that we have, the 2015 A1, A2, the 2015 B1 and B2 bonds, which is the refunding of the series 2005 bonds and the pond bank bonds. We don't have any costs for any future bonds because we don't feel that there will be any future bonds that will have dissemination required.

I also provided an outline from different CDDs that was requested by Supervisor Wing. These are CDDs that GMS does not manage to give you some idea of the fees. I just went to the Florida Special Districts website and browsed through different communities, looked at their budgets to come up with the dissemination fees.

It is an update to say that it is \$1,000 per year instead of \$2,200 per year and we had an agreement that was revised by Hopping Green that we will have signed. This was approved in substantial form at the last meeting. We don't need any action at this time unless there are any questions.

Mr. Wing stated thank you for the information.

Mr. deNagy stated this is an item we didn't have on the agenda and that is a requisition 52 for Mike that he prepared for \$3,192.50 and this is money that will be paid out of the pond bank bonds for his work that he has done so far with the Phase 1 Bonds that he talked about earlier in the meeting.

Mr. Labanowski moved to approved Requisition 52 in the amount of \$3,192.50 and Ms. Venezia seconded the motion.

There being no questions or comments from the public when asked,

On voice vote the motion passed.

**C. Operations Manage (ASG)**

- 1. Pictorial Maintenance Report**
- 2. Community Maintenance & Projects Report**
- 3. Proposal from Jason Shaw Tree Service**

Mr. Erasmus gave an overview of the operation management report, copy of which was included as part of the agenda package.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the proposal from Jason Shaw Tree Service for tree removal as a result of Hurricane Matthew in an amount not to exceed \$8,400 was approved.

**D. Amenity Center Update – Report**

Mr. Insel gave an overview of the amenity center update, copy of which was included in the agenda package.

**SEVENTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

**A. Approval of the Minutes of the October 11, 2016 Meeting**

Mr. deNagy outlined minor changes that were made on pages 11 and 12 regarding today’s meeting, copy of which was distributed to the board at the meeting.

**B. Balance Sheet as of September 30, 2015 and Statement of Revenues & Expenditures for the Period Ending September 30, 2015**

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

**D. Assessment Receipt Schedule**

**E. Approval of Check Register**

On MOTION by Mr. Quinto seconded by Mr. Labanowski with all in favor the consent agenda items were approved with the revisions to the minutes.

**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 we approved fishing in a certain part of the lake by me and they are still fishing right across from my house.

Mr. Labanowski stated no signs have been posted out there and notification did not go out to the homeowners. We approved two small sections of San Marino.

Mr. deNagy stated we will get that update out and I will ask Mark to send it out by eblast to everybody.

Mr. Abush stated Supervisor Labanowski came by and talked about the lighting ever since the build out of Positano. South Cappero and Positano are very dark and he talked about alternatives, some proposals he had about lighting and I wanted to know what progress was being made. The board sent out a notice to people to wear reflective clothing at night, it is getting dark earlier and I suggest you seriously do something about it.

The lights as you come into Murabella are blocked by the growth of those trees and are virtually useless as you enter the community. In the parking lot when we had the issue we took them down put palms there so the lights would be visible. It is important at the entrance to have good lighting as you enter our community.

Ms. Venezia stated I think Brian mentioned earlier they have already started the process of trimming those.

Mr. Erasmus stated at the entry where the Murabella sign is that shielding will be cut so that the words are highlighted.

Mr. Abush stated I was talking about the trees.

Mr. Erasmus stated the trees are another story and will take some significant permitting.

Mr. Koby stated regarding the berm you have done a great job taking out the diseased trees because during the hurricane I lost zero trees but prior to that I lost eight trees due to disease. Are there plans for putting new trees in? I know we can't use pine trees but are there any other trees that you recommend and if we are not going to do it then can a homeowner put trees in strategic places on the berm?

Mr. Eckert stated in the past there was one resident that I remember who requested to plant some trees in the berm and we approved a very simple license agreement that allowed him to do that. Whether or not this is an area where trees were planted after trees were taken down I don't know the answer to that and will defer to Supervisor Wing.

Mr. Wing stated last year we had a grant from the Florida Forestry Service and we planted 1,000 red spruce seedlings and not all of them are taking some have died but a fair number are taking. That was along Pacetti, 16 and the berm that runs between the two big fields. We tried to get another grant but these are seedlings but they are free.

Mr. Koby stated so there are no plans to replace the trees. Who do I speak with to put trees in behind my house on the berm?

Mr. Eckert stated if you reach out to Dave, he will give you his contact information after the meeting I will provide him with the form of the license we used before and as long as the board doesn't have any concerns about that we would proceed.

Mr. Koby asked I know these are county roads but has there ever been a three-way stop between San Giacomo and coming in off of 16, Porta Rosa, that area? That is a very confusing intersection for a lot of people. Is anything proposed to bring it up to the county to put a stop sign there? It has been a one-way stop.

Mr. Labanowski stated I don't know if the county will put additional stop signs in there. We tried to get them to put a stop sign in Pescara and they wouldn't put one by the crosswalk.

Mr. DeFranzo stated I have a good rapport with a county supervisor but it would be better coming from the board than me. The stop sign at the entrance is long past its life and has to be replaced. The county may replace it if you take the sign down and take it to them they may reface it for you. The county does not have a schedule for repainting crosswalks but all the crosswalks need to be painted and you need to ask them informally first but it should probably come from the community. I want to address the pond bank grass issue again. My experience in this area with weeds one of the best ways to control weeds has been more grass growing in there to choke out the weeds.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – January 10, 2017  
at 6:00 p.m. at the Murabella Amenity  
Center**

Mr. deNagy stated our next meeting will be January 10, 2017 at 6:00 p.m. at the same location.

On MOTION by Mr. Labanowski seconded by Mr. Quinto with all in favor the meeting adjourned at 4:00 p.m.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman