

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, April 11, 2017 at 2:10 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
Will Simmons	Supervisor

Also Present were:

David deNagy	District Manager
Clark Gates	District Counsel
Mike Eckert	District Counsel (by telephone)
Mike Yuro	District Engineer
Mark Insel	Vesta/Amenity Services Group
Lourens Erasmus	Vesta/Amenity Services Group
Daniel Laughlin	GMS, LLC
Brian Moore	Duval Landscape Maintenance
Daniel Hodges	Hoover Pumping Systems
Dreux Isaac	Dreux Isaac & Associates by telephone
Matt Kuisle	Reserve Advisors (by telephone)

The following is a summary of the actions taken at the April 11, 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 2:10 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. deNagy stated I didn't receive any comment cards but I would like to read into the record some comments from the Facebook page. A comment from Gail Yapaolo, when will the state be filling in and paving the street at the SR 16 entrance. It has been brought up several

times in the past few years and we were told we had to wait until the building was done as the damage was from big trucks coming in. Also when will the dead grasses be removed and replaced throughout the community including the berms that look awful and have for a few years.

The second comment is from Katie Cotter, what is the rationale for reducing the allowed guests at the gym and courts and how would this be managed?

The last comment is from John Stanley, when will the drainage on the walking track in San Marino be fixed?

I think we may be addressing that during our meeting today unless the board wants to address any of those we will move forward.

THIRD ORDER OF BUSINESS

**Consideration of Reserve Study Proposals
(Presenter: Daniel Laughlin)**

- A. Dreux Isaac**
- B. Reserve Advisors**
- C. Community Advisors**

Mr. deNagy stated this is an item that was tabled at the last meeting. Any of these proposals that you select we can fund out of our general fund. I don't have a specific line item for a budget for this year but we project some additional monies at year end that we can use and we also have potentially the Comcast money.

Mr. Clabots stated I have looked at the three proposals and the last company that did this for us was Community Advisors. I know their update is the cheapest of the three, but I was not impressed with the work they did on the capital reserve plan.

Mr. Labanowski stated the previous study did not include everything and there was a discrepancy for replacement costs.

Mr. Schroder stated I share some of those concerns as well; however, I think it can be corrected. It will cost us considerably more to go with a brand new reserve study from scratch. We have learned the hard way that some of those costs are not realistic. That is why you have it updated because things change and costs change. I don't see the value in starting from scratch and developing an entire new reserve study when we have one that could be updated provided we give proper instruction and our concerns about the previous report. There is a substantial difference in the costs.

Mr. deNagy stated just for reference as noted the update from Community Advisors was \$1,400, Reserve Advisors proposal for a full reserve study was \$5,600 and \$4,800 for Dreux Isaac & Associates.

Mr. Schroder stated I'm not trying to diminish the value of a reserve study I think there is a better use of the \$3,000 or \$4,000 additional funding we would pay to get a new reserve study. Have we asked the two other firms if they would be willing to do an update of the existing study?

Mr. Laughlin stated yes, when I talked to them they didn't want to use another company's work to base off of so they said they would just do a new one.

Mr. deNagy stated keep in mind when we get the study and we have done this in other districts, I would review it first with Lourens to make sure we have everything in it. We would also take a look at the valuations and question any that we had questions on. We would also bring it to the board for their review and input so we could go back to whoever does the reserve study to make sure everyone is on board with the study going forward.

Mr. Schroder asked what do we have in the budget for this?

Mr. deNagy responded we don't this year but we have some projected surpluses that I think we can draw from and also the Comcast money that we received could help pay for this.

Mr. Clabots stated I liked both of the other two proposals and from a cost point of view I would like to go with Dreux Isaac although I did like Reserve Advisors' ability to use a program for us to work with and do our updates

Mr. Clabots moved to approve the proposal from Dreux Isaac to prepare a new capital reserve study and Mr. Wing seconded the motion.

Mr. Labanowski asked is there a way of locking in another year on the update?

Mr. Isaac asked when you say locking in the update, is that the update after the initial study, yes it can be locked in.

Mr. Labanowski stated you have one price for the first year and I'm looking at an additional year. Is that possible?

Mr. Isaac responded yes we can amend the proposal and send a new proposal and lock it in.

Mr. deNagy stated your proposal was \$4,800 for a first time study then an update in 2018 and Chuck was asking about 2019.

Mr. Isaac stated we can extend it to 2019. We would give the flexibility of doing two updates in back-to-back years or skip one year and do something for the second year and we would hold the fee at the same amount and we can put that in writing for you.

Mr. deNagy stated I want to be clear. Is the motion and second for the \$4,800 plus the \$950 from Dreux Isaac?

Mr. Clabots stated yes.

Mr. Wing stated with an option for a third year at our option.

On voice vote with all in favor the motion passed with the option of the update being back-to-back years or skip one year and update the second year.

Mr. Isaac and Mr. Kuisle left the telephone conference call at this time.

Mr. deNagy stated Daniel Hodges of Hoover is with us and I would like to take the Hoover proposal out of order.

1. Consideration of Purchasing a New Irrigation Pump

Mr. deNagy stated we have talked in the past about repairing or replacing the Hoover Pump and I believe we have decided that replacement is the best alternative. Daniel is here to talk a little bit about Hoover. We have a Hoover Pump that provides all the irrigation throughout the CDD and that pump is behind us on the pond by the tennis courts.

Mr. Eckert joined the meeting by telephone at this time.

Mr. deNagy stated we recommend funding from our capital reserves. Right now we have \$249,187 as of our February 28th balance sheet. We are funding this year another almost \$61,000 that will bring the capital reserve balance up to \$310,000 this fiscal year.

Mr. Clabots asked are the savings that are projected specific to Murabella or is this just general?

Mr. Hodges stated it is specific to our equipment along with the design part of your property that goes along with power savings, water management and things of that nature.

Mr. Clabots asked these savings would be savings on electrical costs and water?

Mr. Hodges stated the electrical costs go down due to using variable frequency drives.

Mr. Clabots asked when would you have specific numbers for Murabella in this?

Mr. Hodges stated we would have to have your history of costs, data on usage, the cost of that. They can be calculated. There is a certain range you are going to see. A lot of that depends on your irrigation bill and how the pump station is maintained, operated and used. There are several variables that come in after the installation. The use of Flowguard, which is strictly Hoover, is the main thing that is going to give you the savings and it is not just in power savings and water usage it is also in replacement of landscape, damage to your main lines, all your irrigation repair costs and things of that nature. It is truly a water management system that not only looks at the pump station it also looks at your irrigation bill. It helps your irrigation techs isolate and verify where a problem exists it will email, text you, lets you know if you have not used enough water or if you have used too much water if you have a main line break, all these things are going to be identified before they become a big problem.

Mr. Simmons asked what is the warranty?

Mr. Hodges stated the standard warranty on the station is one year.

Mr. deNagy asked is an extended warranty of any sort that can be purchased?

Mr. Hodges stated there are extended warranties. I would rather have the office explain those to you. We would want the pump station under full preventative maintenance from the day it was installed and things of that nature.

Mr. deNagy stated I know right now we have a one-year maintenance agreement with you so would we need that in year one?

Mr. Hodges stated if you wanted to talk about extended warranty we require that. That way we are actually onsite periodically and not just monitoring it remotely. Anything that is going to happen to the pump station we identify via Flowguard. It has about 80 different email alerts we only provide the customer with the most useful for the end user. Some go to Hoover and it alerts us that something is going on at the station.

Mr. deNagy stated the pump has been in place since 2006 and it has been there for 11 years and has had a good life.

Mr. Clabots asked this is a newer, updated version?

Mr. Hodges responded drastically different. The pump station that is in place now is a control valve application where you are using pilot valves and control panel. Those pumps run 3,600 rpms anytime they are turned on so when you are running lower flows and not the capacity

of the pump you have recirculation within the pump and that causes premature wear. Right now the station has some immediate concerns and that is why our recommendation is replacement. One, is air intrusion in the suction lines, bearing problems with the motor, impeller failure it is not complete failure it is still performing. If you made the necessary repairs to make the station reliable you would still be vulnerable due to the fact that some of the control components are not available anymore. At this point in time the replacement station with the benefit that comes from it is the smartest move.

Mr. Labanowski asked what is the cost of the one-year communication plan?

Mr. Hodges responded that is included in the first year, after that it comes in as part of preventive maintenance so it is an additional cost for that usage. It is unique to each station so I can't give you a generic price.

Mr. deNagy stated I think our maintenance is \$1,200 or \$1,300 a year. In talking with Clark we would have a standard form agreement for the installation and ask for insurance certificates and so forth. We can ask about the warranty and put that into the agreement. All of this is predicated on the proposals.

On MOTION by Mr. Labanowski seconded by Mr. Clabots with all in favor the proposal from Hoover Pumping Systems in the amount of \$55,192.97 for a new irrigation pump station was approved subject to clarification on the warranty to the satisfaction of staff and district counsel was directed to prepare the standard form agreement to cover the purchase.

FOURTH ORDER OF BUSINESS

Staff Reports (Part 1)

A. Engineer (Presenter: Mike Yuro)

1. Engineer Report

Mr. Yuro stated I have updated the cost estimate for the Phase 2 pond bank repairs and provided a preliminary set of plans to demonstrate order of magnitude and where the costs were coming from. I'm still working on fully developing the plans to get them ready for construction plans. I want to make sure we learn from what happened during the Phase 1 repairs and one of the specific items that I want to make sure I address in my plans is the type of soil to be used in the top 18". The previous plans call for clean sand, which is great for drainage but I think we are noticing a year later is great drainage doesn't necessarily mean great grass growing. I want to

clarify what type of material is going to be put back in the top 18", you need clean sand for the underdrain portion but more A3 type material that will hold a little bit of moisture for that top level so the grass will hopefully sustain better than we have experienced in Phase 1. In updating the cost estimate I utilized what the contractor's bid was last time and tried to apply it towards the order of magnitude that is in the current draft plans. Feedback I'm looking for from the board at this point is does the board want to move forward with all the ponds or with a portion of the ponds. From a practical standpoint I broke it out as those ponds that need immediate attention, then the ones that need attention before getting worse. It might make sense to look at some of these ponds geographically if you want to break out the next phase of work in different sections as an example the four ponds near Pescara would make sense to do together if the board wanted to segment this for budgetary purposes.

Mr. deNagy stated our bond issue for the three ponds that we did originally was a par amount of \$1,280,000 and of that amount \$1,100,000 was construction, contingency and soft costs. That bond issue resulted in \$88.08 a year assessment and if I'm adding correctly to do everything is \$1,076,500.

Mr. Clabots stated I would like to start with the most urgent and what we need to do first.

Mr. Yuro stated what you are seeing is my best attempt to rank them in priority.

Mr. Wing stated I walked several of these ponds in the last couple of days and based on my observation there are clearly six or eight spots that really need to be fixed right away. Many of the others even the type 2 as opposed to the type 1 don't look critical to me, the contour is off a little bit, it might be a little soggy but I don't see that the ponds themselves are in danger. Is that a fair statement?

Mr. Yuro stated I would agree that is a fair statement.

Mr. Wing asked with the exception of those few areas that are clearly a problem if we didn't do anything for a couple of years would we be looking at failures of the pond banks as far as their purpose?

Mr. Yuro stated I don't believe you would see a failure of the function of the pond. More likely you would see a lack of ability for maintenance, for mowing.

Mr. Wing stated in my observations there are a number of drain pipes, the plastic 5" and 8" and I'm not sure exactly what they are. It could be they have been put in by homeowners, the builder may have put them in, either way I know in Phase 1 we removed all those but if they are

functional or even if they are not I'm not sure why we took them out. It doesn't look like they are in places where there is a problem.

Mr. Yuro stated as we discussed earlier that is one of the items I would want to put some clarification in the plans and have the contractor confirm with the homeowner that they are not a yard drain or tying in with other drains or something functional before they would be removed. It is my understanding that in Phase 1 the majority of those were left over from the original site construction and in that case it could pose a problem because if one end is in the pond and the other end is just buried somewhere in the pond bank or in the lot if it is not capped properly you could potentially have a void from the open end of the pipe sucking in dirt. My assumption is that is why they were being removed and that made perfect sense. I would want to clarify that if the upstream end is not functional.

Mr. Wing stated based on those observations the other thing that concerns me is all the work we have done on Phase 1 comes with only a 12 month warranty and now it is out of warranty. I don't know that in another year or two we are going to see the same issues recur there. I would hate to sink another \$1 million into the same kind of fix that we did in Phase 1 without giving that another year or two to settle in and see if that stabilizes. There are a number of areas that do need to be fixed and I'm not sure that the solution is getting big equipment in to tear it up and put all new soil, put in a catch basin. If you were to sell bonds \$1,076,000 plus legal and cost of issuance it is \$1.3 million. My preference is to identify the real immediate areas fix that and maybe we do a one-time assessment to pay for that and it won't be \$1.3 million it may only be \$150,000.

Mr. Schroder stated I think we made a mistake in the way the contractor accessed those isolated spots by tearing up the pond bank. We went through the trouble of having people move their fences and in my mind that 8 to 10 feet easement is where they would move back and forth and they wouldn't have to disturb the parts of the pond bank that were okay in between the isolated areas. I would like to see us figure out a way to do that without destroying and reconstructing all the pond bank where we are just using it for access. The most important thing is safety and the ability to maintain it.

Mr. Simmons stated we addressed this issue with the first bond and we have not come up with a remedy that has taken care of the issue. We have to come up with a solution that is permanent so we don't have to revisit this over and over again. Do we allocate money in the

operating budget and do one pond at a time? I don't know that getting a bond for \$1.1 million is the answer.

Mr. Schroder stated I think our solutions are effective. With one exception I don't think we have had any failures as far as structural but our biggest issue has been the ability to sustain a good growth of grass. Mr. Yuro's suggestion is good. The underdrain solution has worked.

Mr. Yuro stated I have not noticed failures where the previous repair was done. If you fixed one spot in phase 1 there may be something adjacent that might not look as good as it did a year ago.

Mr. Schroder stated the two types of improvements are workable provided you identify where it is needed and we need to come up with a better way to save the grass. The biggest problem is how you fund it and I don't care to go out for another big bond issue. I don't mind looking at a smaller group of improvements, the most critical. Mike has done a huge amount of work to reach these conclusions and recommendations. Is there any money left from the previous bond issue that we can apply towards these ponds?

Mr. Yuro stated there is in the neighborhood of \$60,000 or \$70,000.

Mr. Clabots stated going back to my comment about priority I think we have to come up with those critical restorations that we need to do and get a price on them. I agree that bringing heavy equipment in to try to fix those can do more damage. We keep these pond banks like they are pristine pond banks on a golf course and I think as we look for longer term solutions that are more sustainable we should look at different grasses and plantings that will help sustain those banks with deeper roots. I am not in favor of another \$1 million in bonds and we need to focus on what we can do and then a plan of how we are going to fund it without taking out a bond issue. I would like Mike to look at the most critical areas come up with a number and then we figure out how to fund it.

Mr. deNagy asked is the board in concurrence?

Mr. Wing stated I'm the last person who wants to drag this out but we are already past the window of doing anything this year. Even if we wanted to do a bond issue it would take three months.

Mr. Gates stated as far as a one time assessment over one year or the Districts issues bonds that mature in less than five years the timeline to have the funds is shorter. If the District issues bonds that mature in more than five years we have to go back to court and have the bonds

validated. A five year bank loan or a five year bond that would avoid paying as much interest as finings a 30 year bond. Similar to a mortgage, you are going to pay for your house three times by the time you get to the end of 30 years. With five years the interest is going to be less. The option of doing a shorter amount of time will be more per year but would be paid off faster. However, the timeline if we go for validation is approximately three months.

Mr. Clabots stated a bank loan is going to take 30 to 45 days.

Mr. Gates stated I think that is probably accurate. If pond 5 is the worst that is \$200,000 and if that is the case we have to do an RFP.

Mr. Yuro stated the biggest number is the biggest pond but there are probably two or three specific areas in that pond that are critical to what they are talking about as far as the new scope of work. What I'm hearing is it wouldn't be pond 5 or pond 1 you are going to do a couple of areas in this pond that are critical, an area in that pond that is critical.

Mr. Labanowski stated considering the number of meetings we had prior to me being on the board everything kept being put off and caused more issues with the pond banks and erosion. What is a small cut right now doesn't seem major and a year from now it could be totally washed out. A good example is the tennis court pond bank. We keep putting this off and it gets worse and it costs more money to fix erosion than if we go in and try to take care of everything, get it done and over with one time. The mobilization costs go way down, you will probably get a better price from the contractor if he has the whole thing to get done and finished. I would much rather see it get done, put to bed and over with.

Mr. Simmons asked what is the life expectancy after the repairs are made?

Mr. Yuro stated for the type 2 repairs where we are putting in an underdrain system I think those will function for a very long time into the future because that is a permanent fix. The challenge with dealing with the soil is you can't see underground to see exactly what is going on. In areas where it looks good now or even areas with the type 1 repair, which is not putting in underdrain but new soil and compacting it, it is hard to say what may happen later. Later down the road something could develop and you have to do an underdrain.

Mr. deNagy stated I think what I'm hearing in conclusion is that you want Mike to come back and refocus on some critical areas within each of these phases he has identified in the report. The board would then consider and Mr. Labanowski suggested getting all the work done at once but we need to look at that evaluation first.

Mr. Gates stated I can bring back a timeline to the next meeting about how long it is going to take if we do all of it go through the validation process and give you a better estimate on when that will be and then look at when the plans will be done and when construction would start.

Mr. Clabots stated there is \$70,000 left from the bond and if there are some critical areas that need to be done now rather than wait for financing, bank loan or whatever, take money out of the capital reserve fund and fix them and move forward.

Mr. deNagy stated there are some other considerations on the reserve.

Mr. Clabots stated I know but there are critical things that have to be fixed now there are priorities that have been identified in at least six ponds probably half a million dollars of work that needs to be done and we need to figure out how we are going to finance it.

Mr. deNagy stated maybe we need to look at the most critical that would fall within the remaining money in the bond fund to get done immediately then we can evaluate how to move forward.

Mr. Yuro stated the next item is the silt deposit in Pond 8 since it would be very destructive to get a lot of equipment in there I thought possibly a dredging type solution to suction it out might be more cost effective and that proved to be fairly expensive. Likely the cheapest and most efficient solution would be to jet that island out into the pond. I have looked into seeing if that would be an issue with the water management district and reached out to them and they want to see confirmation that the deposit doesn't jeopardize the functionality of the pond, basically the bottom of the pond. I pulled the old calculations from the permit file and we would be fine, basically that pond has three times the amount of volume than is required by the permit and that would not be an issue. That is an option if the board wanted to move forward and get pricing to jet it out or blow it out into the pond and let it ultimately disburse. The one thing we would want to try to do is complete that at a time when the ponds are not super full and flowing.

I have investigated different grasses that could potentially be used around the pond. There are a lot of areas that use those grasses as opposed to Bahia because they provide stabilization on the pond edge. I'm not sure I would recommend that adjacent to yards, you don't typically see it and I think most homeowners would find it not as aesthetically pleasing as grass growing down into it. You might consider in the future planting it along the pond edge, I

found some literature that at Grand Haven they had some success five or six feet up from the water's edge and the Bahia above that and that can help stabilize the edge and it wouldn't be as unsightly when you have the foot or so drop off so it might be something to consider long term.

The drainage around the track was mentioned earlier by a resident and the issue is you have the houses, the track then a little bit of a berm so any type of runoff is generally flowing towards the houses. The elevation of the track goes up and down and it is fairly flat and the grass edge acts as a curb that ends up holding water on the track. I came out a day after the heavy rain last week and there were some wet areas on the track but no standing water. It ultimately drains fairly fast and if you want to do some type of improvement I think you are left with most likely an edge drain running along the edge of the path. The challenge is that has to discharge somewhere and you could end up having to run something several hundred feet up to that inlet. The closer you get to the road where the drain is the less room you have to work with. There is not a clear easy answer, there is not enough room to do a swale, if it is enough of an issue where you have to do something there is not a clearly defined low spot to put in one or two catch basins but even if you did that you would have to dig a trench and run a line somewhere. The most logical thing to do there would be an edge drain and it is several hundred feet to have it discharge somewhere.

Mr. Schroeder stated there are several small drains that have been placed in between that we put in five years ago.

Mr. Yuro stated I did see some yard inlets as you got closer to the main box I did not notice any along that run of the track adjacent to the fence. If the board wants me to look at doing something I'm happy to but I'm not sure that is something you want to entertain.

Mr. Labanowski stated in the past when we had a lot of rain there was always standing water and it couldn't go anywhere because the track was there and it stood between the track and the homeowners' yards.

Mr. Schroder stated that is where it was supposed to be collected originally there wasn't a swale. The improvements we made were to primarily to take care of the water standing behind people's houses.

Mr. Labanowski stated we need a solution to take care of this problem because we are dumping water into homeowners' backyards off that track because that water has no place to go.

Mr. Schroder stated ETM's plan was supposed to get that water away but it may not be functioning right now.

Mr. Yuro stated I will look at something.

2. Pay Requisition #57 (Yuro & Associates Invoices 1966 & 1967)

On MOTION by Mr. Clabots seconded by Mr. Wing with all in favor requisition #57 in the amount of \$14,732.50 was approved.

3. Pond Bank Map

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

4. Easement Encroachment

Mr. deNagy stated we sent out yesterday a copy of correspondence from resident, Richard Nichols, 1724 N. Cappero Drive in regard to use of their backyard and easements that exist, both the district easement and St. Johns County easement. The district as you know from our discussion at the last meeting has an easement that extends 10 feet from top of bank into the property the county has an easement also that extends 8 feet from top of bank into the property. Mr. Nichols has an area that he has built into that easement and the CDD sent a letter to the HOA regarding that construction and has asked to have it removed because it may exacerbate the issues along the pond, which we maintain. We asked Mr. Yuro to go out and look at that and Mike confirmed that all these issues exist. I did want to follow-up with the HOA and get board direction on the request made in Mr. Nichols's letter regarding the property and leaving the patio, fire pit and benches. The direction I'm looking for from the board is whether to allow the easement encroachment or not.

Mr. Gates stated similar to what we talked about at the last meeting it is really the HOA approving what is being constructed in the area. If we end up having to go back there and do pond bank work that is what our right allows us to do. We can't dictate that you can put a fence up you can't put a fence up that is really on the HOA to enforce and address that kind of an issue. The District would inform the resident that the District is not vacating its easement.

Mr. Clabots asked the HOA can allow a homeowner to build into the easement?

Mr. Gates responded they are the ones approving the fences. I was going to talk to Mike Yuro about this, isn't there a county code that you can't build within that 8 foot county easement?

Mr. Yuro stated my recollection is that the county has a minimum required 8 foot easement around the stormwater ponds and they do have restrictions from things being in the easement, I believe it is permanent structures and patios is one of them. I have read some of the correspondence back and forth and I think it is this homeowner's contention that the patio is not permanent and I don't recall the county ordinance differentiating between paver patio, non-paver it just says patio I believe.

Mr. Gates asked would the board want someone to follow-up and call the county code inspectors and have them evaluate it? This may be something the county can address because they have different authority than the CDD.

Mr. Schroder stated even pavers that are put on a base that is kind of porous and not concrete the runoff is extremely high, much higher than grass or any kind of vegetation and that could create serious problems in eroding the pond bank.

Mr. Clabots stated the individual is asking us to grant a variance to the easement.

Mr. Gates stated his position is that the HOA already consented to it.

Mr. Labanowski stated they did not.

Mr. Gates stated that is his position and his position is based off the letter that is dated March 2nd, 2016, that states on the top, not approved, in reference to the roof structure. It also states that you are now allowed to install pavers into the easement area and it is subject to removal at your expense should work need to be done in the easement area. He has interpreted that, should work need to be done in the easement area, as saying it is okay for you to have it here unless we need to do work in the area.

Mr. Labanowski stated they extended what they were approved for out further by extending the patio all the way to the top of the pond bank. Now it has caused several issues, we already had their neighbor wanting to put in a pool taking theirs all the way to the top of the bank, which we voted on at the last meeting to deny that access to the easement. We may have an issue that if we don't deny this one the neighbor right beside him is going to come back. It wasn't approved by the HOA to go that extra 10 feet.

Mr. Gates stated telling them to remove it or not has got to be from the HOA. We can send a letter letting them know that we have never consented to this and if we ever do work in the area similar to your fence that would have to be removed at their expense. Also there is already balding of the grass \pm 6" along the top of the pond bank and it looks like there may already be erosion to the neighbor's property. What I would like to put in the letter, with the board's direction, is that if there is a damage to the pond bank in that area the District will hold the resident responsible for expenses incurred for the repair. What we can't do is tell them to pull up the pavers, the HOA can come at it from that end.

Mr. deNagy stated we can reiterate the letter that I sent March 6th.

Mr. Eckert stated let me be clear because I was very careful at the last meeting in describing what the board was denying. At the last meeting the board was denying to vacate any portion of this easement and in fact if that is what you are doing today then that is fine otherwise I don't know that there is any other motion that would be appropriate at this point in time unless you are prepared to have an engineer say that what is there is causing damage to our pond bank currently. I want to be very clear that what we are voting on is that we are not going to vacate any of our easement and we are going to send a letter saying we are not acquiescing to this but the board needs to be very careful of overstepping its bounds in terms of what your property rights are in that easement area. I want to make sure that we are not doing a motion that is different than what we did at the last meeting because that was very carefully crafted to make sure that we were not infringing on somebody else's property rights.

<p>On MOTION by Mr. Clabots seconded by Mr. Schroder with all in favor the district is not vacating its easement at 1724 N. Cappero Drive and district counsel was authorized to draft a letter to be sent to the homeowners association.</p>

B. Landscape Manager (Presenter: Duval Landscape)

Mr. Moore gave an overview of the work accomplished since the last meeting.

Mr. Wing stated Joe Quinto asked about the trees on Verona that are still leaning.

Mr. Erasmus stated we can pull them straight again.

Mr. Labanowski asked are we better off removing them and putting something else in that place? You have worked several times trying to get the smaller ones up.

Mr. Erasmus stated it is going to cost a significant amount.

Mr. Moore left the meeting at this time.

FIFTH ORDER OF BUSINESS

Consideration of Proposals for Fiscal Year 2017 Audit Services (Presenter: David deNagy)

Mr. deNagy stated the recommendation of the audit committee is to rank Berger Toombs no. 1, McDirmit Davis no. 2, Carr Riggs & Ingram no. 3 and Grau and Associates no. 4 and authorizing staff to enter into an agreement with the number one ranked firm.

On MOTION by Mr. Wing seconded by Mr. Clabots with all in favor the recommendation of the audit committee of Berger Toombs being ranked no. 1, McDirmit Davis no. 2, Carr Riggs & Ingram no. 3 and Grau & Associates no. 4 was accepted and staff was authorized to enter into an engagement letter for the fiscal year 2017 audit with the number one ranked firm.

SIXTH ORDER OF BUSINESS

Consideration of ASAP Vehicle Removal Agreement (Presenter: Daniel Laughlin)

Mr. deNagy stated item six is consideration of ASAP vehicle removal agreement that is included in your agenda package.

Mr. Laughlin stated we had ASAP come in and point out all the places we need to put up a sign by the mail kiosks, the amenity center and the parks. This agreement gives ASAP, for one year, the exclusive towing rights and this can be canceled with a 30 day written notice.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the vehicle removal agreement from private property with ASAP Towing & Storage was approved in substantial form subject to district counsel preparing a final agreement and the chairman was authorized to execute the agreement upon completion.

SEVENTH ORDER OF BUSINESS

Discussion/Consideration Topics

A. Fitness Center Equipment Purchase (Presenter: Chairman Labanowski)

Mr. deNagy stated this was tabled and brought back from the last board meeting.

Mr. Simmons gave an overview of his research on the Life Fitness equipment for the gym.

Mr. deNagy stated there should be enough room for the equipment and ADA compliance and at the last meeting we talked about approaching the HOA for funding.

On MOTION by Mr. Wing seconded by Mr. Clabots with all in favor Mr. Labanowski was authorized to approach the HOA for funding for the purchase of Life Fitness equipment in the amount of \$5,800.

B. Draft Fiscal Year 2018 Operating Budget (Presenter: David deNagy)

Mr. deNagy stated a draft fiscal year 2018 budget is in your agenda package for review, the year to date fiscal year 2017 financials through February were included and the only significant change is we reduced the repairs and replacement budget by about \$16,000 to accommodate keeping the assessment levels at \$1,145.27. Also projected repairs and replacements based on spending so far this year is coming in under budget so I think we will be safe in reducing that budget. Take a look at the operating budget and at the June meeting we will approve the budget with any changes and set the public hearing.

C. Reducing the Number of Allowed Guests to the Basketball and Gym Facilities (Presenter: Supervisor Simmons)

Mr. Simmons stated I am okay with the number of guests allowed at the gym and I would like to reduce the number of guests at the basketball court.

Mr. Simmons moved to reduce the number of guests on the basketball court from five to three and Mr. Clabots seconded the motion.

Mr. Insel stated you said basketball courts but tennis and everything out there allows five guests. How do I manage this? To go from five to three is easy if it is uniform everything outside you get three.

Mr. Simmons stated we can table it but I also wanted to see what the other board members think and we would need to extend the policy for everything outside the pool area.

Mr. Insel stated the five right now is for the pool and everything outside, two is for the gym.

Mr. Simmons stated sometimes there are trainers in there training three to four people.

Mr. Insel stated there should be no trainers in there.

Mr. Simmons stated there are and there have been a lot of trainers in there.

Mr. deNagy asked do you want to amend your motion to three for everything except the pool and gym?

Mr. Simmons stated I would rather table it and rescind the motion.

Mr. Clabots withdrew his second.

Mr. deNagy stated we will table it and bring it back to the next meeting. I will bring back the policies and highlight each section so you can see how many patrons are allowed.

EIGHTH ORDER OF BUSINESS

Staff Reports (Part 2)

A. Attorney (Presenter: Clark Gates)

Mr. Gates stated we will look at the financing options and put together a timeline of five years and thirty years.

Mr. Wing asked you are saying by the next meeting you are going to look at some of this stuff.

Mr. Gates stated I believe there was a timeline provided the last time the board looked at this during Phase 1 and I would just go back and revise that so at the next meeting the district engineer will have an idea of the most critical that way we can have more information together.

Mr. Wing stated I understand I just don't want to see you running the meter for something that doesn't sound like we want to do anyway.

Mr. Gates stated if the board's direction is not to bring it back I don't have to.

Mr. Wing stated you can bring it back if it is not much work just to change the dates on the other one that is one thing but as far as looking around for the bond counsel and things like that, no.

Mr. Gates stated no this is just looking at the last time because if we go to court we are subject to a judge's calendar and the assistant state attorney when they are available.

Mr. Eckert stated it would be less than an hour but I think before we do anything we need to have an order of magnitude of the amount you are willing to spend. I will tell you once you get over \$150,000 to \$200,000 those can be tough to find a different financing vehicle other than a bond or a long term loan. If we can do something real quick we will do it in less than an hour and if not we will come back and talk to you about it.

B. Manager (Presenter: David deNagy)

Mr. deNagy stated I spoke yesterday with the folks at FEMA and we had filed for almost \$12,000 in costs from Hurricane Mathew and we are going to receive \$8,741.25, most of that comes from FEMA \$709 comes from the State of Florida the rest of it the district absorbs. Don't expect that money real quick but it is in the pipeline.

C. Operations Manage (ASG) (Presenter: Lourens Erasmus)

- 2. Pictorial Maintenance Report**
- 3. Operations Report**

A copy of the reports was included in the agenda package.

D. Amenity Center Update – Report (Presenter: Mark Insel)

A copy of the report was included in the agenda package.

NINTH ORDER OF BUSINESS

Approval of Consent Agenda (Presenter: David deNagy)

- A. Approval of the Minutes of the March 14, 2017 Meeting**
- B. Balance Sheet as of February 28, 2017 and Statement of Revenues & Expenditures for the Period Ending February 28, 2017**
- C. Month-by-Month Income Statement**
- D. Assessment Receipt Schedule**
- E. Approval of Check Register**

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the consent agenda items were approved to include amendments to the minutes.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

Mr. Simmons stated some residents asked about the pool being closed on holidays. It is supposed to be 82° and sunny on Easter.

Mr. deNagy stated we would have to renegotiate the agreement with Vesta since it does say in the agreement that it is closed on specific holidays. I'm not saying it is not possible that is how the agreement is structured.

Mr. Clabots stated it is unlikely that would happen this year it would have to be going forward.

Mr. Wing asked when does BluTek start?

Mr. Insel stated I'm thinking mid-May.

Mr. Wing stated let the supervisors know the dates and times.

Mr. Insel stated when it gets closer they will let me know who is going to be here and you will know the times we are just not making that public.

Mr. Gates stated just so that everybody knows security plans and things like that are exempt from public records disclosure so if that were ever to come up those are not public records.

Mr. Murray asked what ponds were you referencing earlier by numbers?

Mr. Labanowski stated if you want to get together after the meeting I will point them out on a map.

Ms. Carey stated since everything has grown in nicely coming in when you are at the stop sign trying to make a left coming out from the Publix area it is very hard to see especially at night cars coming from Pacetti. I would hate to suggest cutting down trees but maybe some of the hollies could be trimmed back a little bit more or a light be put there because people coming from Pacetti are speeding and you can't see them at night.

Mr. Erasmus stated you want to trim the median so you can see the people coming.

Ms. Carey stated yes.

Mr. Erasmus stated I will look at that with the landscapers and see what we can do.

TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – May 9, 2017 at 6:00 p.m. at the Murabella Amenity Center

Mr. deNagy stated we meet again May 9th at 6:00 p.m.

On MOTION by Mr. Wing seconded by Mr. Clabots with all in favor the meeting adjourned at 4:30 p.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman