

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, October 28, 2014 at 6:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Ralph J. DeFranzo	Chairman
Aage G. Schroder, III	Vice Chairman
Joseph Quinto	Supervisor
Mabry Edwards	Supervisor
Kathleen Venezia	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
Dan Fagen	Vesta/Amenity Services Group
Brian Moore	Austin Outdoor
Rhonda Mossing	MBS Capital Markets, LLC (by telephone)

The following is a summary of the minutes and actions taken at the October 28, 2014 meeting and a copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Wing stated it looks like the work is still ongoing on the removal of the diseased trees and I would like to know how Jeff or Dan feel the work is going.

Mr. Branch stated we reached the tree limit today according to the contract and it is going well. As I explained at the last meeting there is more than pine canker going on with some of the

pine trees. We will reevaluate the situation on Thursday but unfortunately this is an ongoing problem.

THIRD ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Eckert stated as you know I was away for a while and in talking to one of the associates covering the meetings as well as feedback I received it was told to me that a statement had been made that our firm was paid for 6 hours of travel time every month and I provided an email to the board clarifying that. When we were hired by the district we were hired to cover monthly meetings and deal with preparation for those, work with staff to get the agenda items in order, come to the meetings as well as follow-up for the meetings on things that needed to be done such as reviewing the minutes, making sure they are accurate and things of that nature. I was concerned about the perception that just because Tallahassee is three hours away I want the board to understand they are not paying for six hours of travel time. We have a monthly meeting retainer and our average time spent in 2013 was approximately 13 hours per month and the average attorney time if it was billed on an hourly basis was just under \$3,000. The average bill you actually received was around \$1,661 so there is a significant delta that I believe the district gets as an advantage. Also I wanted to go back and look at what those 13 hours entailed. When we come here for a meeting it is six hours away but what we mark down for our internal purposes is what time we spend and that is split between all the meetings we have so of that 13 hours only about 2 or 3 could ever be argued was travel time and when you look at the hourly rates the district is actually saving a significant amount of money versus an hourly rate contract. From a financial perspective I think the retainer agreement works for the board but at any time if the board would like to switch over to hourly and not charge for travel I would be willing to do that but I don't think that is to the board's advantage.

Mr. DeFranzo stated when I first took my seat on this board I had the same concern as posed recently with this particular firm and every professional firm we have including our engineer, GMS, ASG I wanted to make sure we were saving money. That was my main purpose of being on the board and it did seem a little bit strange that we retained a firm from Tallahassee, however, what Mr. Eckert failed to say is that I found that his firm is the preminent CDD firm in the state inasmuch as they represent over 150 CDDs throughout the state and they specialize in

CDDs, and I was impressed with that. I also did some due diligence and checked with other firms in the area and no one specialized in CDDs. Some of them represent CDDs and there is a prominent firm I talked to in the past few months and got estimates of their fee and the attorneys I spoke to said unless you are unhappy with your representation you are not going to save any money. They knew what we were paying because it is public record. They said you are getting a good deal. I hope we can put that issue to rest.

B. Engineer

Mr. Doub stated I want to update you on the Drainage Area 1 and 2 project that Metric Civil is working on. We are developing a punch list now and we have issues with the sod and how they graded it in relation to the asphalt paths and how that meets existing turf areas behind the homes. We advised the contractor of this and some of it is fixed but most of it is not fixed. There is quite a bit of damage to the asphalt path, we marked that and will have it repaired. The access area is re-graded and seeded and mulched but our contract requires sod and we will enforce that too. I have comments from Jeff and Aage and I will get with Brian to make sure I have all of his comments and I will compile that list and work with them to get all the items finished before we release the project.

Mr. DeFranzo stated we are talking about the drainage project that lies in San Marino pretty much along S.R. 16 berm. We have concerns about what has been completed and that is what he is referring to now.

Mr. Doub stated we will finalize the punch list and work with them to get all the repairs made before we accept the project and make final payment.

C. Manager

There not being any, the next item followed.

D. Landscape Manager

Mr. Moore stated we applied fertilization in late September early October, we did a flower change out and the winter annuals will be late November beginning of December. We were very busy restoring the damaged laterals in San Marino and this week we will begin mulching the property.

On Saturday November 15th, at 9:00 a.m. we will have a landscape seminar for the residents of Murabella. We had one in July and it went over turf and this one will be about ornamentals and I encourage you to come.

E. Operation Manager (ASG)

Mr. Branch highlighted the items accomplished during the month.

F. Amenity Center Update - Report

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

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the September 23, 2014 Meeting**
- B. Balance Sheet as of September 30, 2014 and Statement of Revenues & Expenditures for the Period Ending September 30, 2014**
- C. Month-by-Month Income Statement**
- D. Assessment Receipt Schedule**
- E. Approval of Check Register - \$134,643.96**

On MOTION by Mr. Edwards seconded by Mr. Quinto with all in favor the consent agenda items were approved.

The next item taken out of order.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2015-01 Amending the Fiscal Year 2014 General Fund and Capital Reserve fund Budgets

Mr. deNagy stated Resolution 2015-01 amends the fiscal year 2014 budget. There were some line items that were over budget and some that were under budget and this resolution reallocates the dollars to show that we had sufficient funds to pay for the different line items.

On MOTION by Mr. DeFranzo seconded by Mr. Edwards with all in favor Resolution 2015-01 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Matters Relating to Pond Bank Reconstruction

A. Turnbull Creek CDD Pond Bank Reconstruction Timeline

Mr. DeFranzo gave an overview of the pond bank erosion issues experienced to date.

Mr. Eckert stated there are three different tracks in the timeline I prepared that have to mesh in appropriate order. The first is legal, you have to have the legal right to do what you are doing and in order to finance something over five years and secure it through assessments you have to go through a bond validation proceeding. This district did that in 2005 and again in 2006. On the construction track, you have to go out for bid and you have to do it competitively and there are requirements for doing that in terms of how long the bid has to be on the street, the minimum qualifications of the contractor and things of that nature. On the financing track you are left with two choices, one is to sell a bond and pay it off over time and the other would be to get a bank loan and pay it off over time. A third item is to levy a huge assessment on everybody, which is never an option anybody selects. The timeline lists the most aggressive schedule that could conceivably work to address these pond bank repairs. You will have special meetings, hire an underwriter to help you determine what your financing options are, approve an engineer's report that has an estimated cost of the repairs that we would then take to validation and have a court approve and then the RFP process would run its course. The way it is timed out is you would have the bids in hand before you decided on how much in bonds you would actually issue. This time line is assuming we are just dealing with the three ponds because those are the only ones we think we can get a handle on in terms of a cost number. There is a lot of work that will have to be done it is a very aggressive schedule to be able to potentially start digging ground on March 1. This assumes everybody does the work they are supposed to do, it assumes we have a judge that gives us a validation date within 60 days but if that slips everything slips.

Mr. Edwards asked are you talking about refinancing an existing bond issue or are you looking at a new issue just for this purpose? If it is the latter is there any such thing as a revolver? We use it in development all the time, if you are doing multiple phases we get a loan that we pay down then bring it back up.

Mr. Eckert stated an underwriter or financial advisor will be able to tell you what your options are. On the agenda is a proposal from an underwriter. They cannot give you advice on which way to structure it if they are not retained. Their contract is one that you can terminate at will at any time. MBS' predecessor has underwritten the majority of CDD bonds in the state. You need somebody to tell you that you can refund the bonds and include some new money or you can do a new bond issue for just this work or get a bank loan for just this work and here are the transaction costs associated with each way, here is the annual increase/decrease in doing that for the assessments.

Mr. Doub stated we have historical costs for digging new ponds and roads and when you look at this project it is hard to find an apples to apples match for historical costs. We spent a lot of time in the field identifying the areas that have failed and there are other areas with signs of potential failure down the road and once we start this project some of those that have potential may now fail and add to our scope of work. On the work in a given area we are going off what the geotechnical engineer has stated is the minimum amount of work to be done, we may find additional unsuitable material that is not anticipated right now that will have to come out. I talked to a couple contractors about this project informally and contractors now are extremely busy and it is going to be tough to find good contractors and get good numbers. I used \$120 per linear foot for the preliminary numbers but at the end of the day it may range two or three or more times that number.

Mr. Sweeting wanted to know why sodding the banks would not prevent erosion and Mr. Doub explained that we have unsuitable underlying soils and hydrostatic pressure pushing against those soils and the soils won't release the water. Over a period of time they get heavy and slip. We do have some situations that are surface erosion and those are included in the project and those will be re-dressed, re-graded maybe a little bit of fill put in and sodded so in that situation we would do that.

Mr. Eckert stated I need a consensus from the board if you want staff to try to implement this timeline the best we can. We are going to take a couple actions here tonight that will help us do that but that is the direction we are looking for from the board to be able to make it happen.

Mr. Edwards stated I would like to propose that we hold off doing anything until the new board is on board. The election is the first week in November there is going to be at least one new board member and maybe more and I think they need to have the courtesy since they are the ones who are going to be the ones taking action and getting this done that we do not approve that tonight. That is my opinion.

Mr. DeFranzo stated I'm up for election and there is a possibility of replacing my seat but there are three other members who constitute a quorum and you should say what you want to do at this time.

Ms. Venezia stated I do not want to hold it off any longer. We have held off long enough and the situation has gotten much worse. We would have 20 to 25 items that need to get done between now and the next board meeting.

Mr. Schroder stated Mabry brings up a good point but I think we need to move forward. I know people are frustrated, a huge amount of time has passed since we began this process and we are only dealing with three of the 22 ponds. There are others that are going to have to wait for the next phase of this activity.

Mr. Edwards stated in all fairness I was pressing to have this started before the rainy season.

Mr. Quinto stated I agree with Ms. Venezia and Mr. Schroder that we should pursue this as soon as possible.

Mr. Eckert stated I am not asking you to approve a timeline. There are a couple things you are going to be asked to approve today and I just need an indication that I know if we expend the resources necessary to try to meet this timeline that you as the board are generally okay with that and I'm seeing that there is probably a majority that is okay with that and a minority that isn't. I don't want you to vote on a timeline marked "draft" that I know is not going to hold.

B. Authorize RFP for Reconstruction Services

Mr. deNagy stated the next item is authorization to have a request for proposals for construction services for the pond bank repairs. An outline of the RFP is included in the agenda package.

Mr. Schroder stated I request that we call this Phase 1 to differentiate it from other phases.

In response to a resident request Mr. Doub pointed out on a map the particular ponds under discussion.

On MOTION by Mr. Schroder seconded by Mr. DeFranzo with four in favor and Mr. Edwards voting no, staff was authorized to issue an RFP for reconstruction services.

C. Approve RFP Evaluation Criteria, Instructions to Proposers, Advertisement and Form of Contract

This item was deferred to the special meeting to be held November 12, 2014.

D. Approve RFP Evaluation Committee to Rank Proposals

This item was deferred to the special meeting to be held November 12, 2014.

The board took a short recess and reconvened at 7:45 p.m.

E. Authorize Contract with MBS Capital Markets, LLC

Mr. Eckert stated the next agenda item is to authorize a contract with MBS Capital Markets, which is an underwriting firm. This is a contract with financial terms but is also cancelable at will by the district and in order for you to get financial advice from the underwriter you would have to approve this contract tonight then you would be able to terminate it after that. If you don't want to approve this contract then we can't ask them for any financial advice related to our issue. I also described the other two alternatives you have. You can decide whether or not those are cost effective. Traditionally CDD bonds have been issued with the assistance of an underwriter and most of the transactions we have been involved in we have not had a municipal advisor and we also have not done a competitive RFP. I think the board needs to analyze the contract that MBS has prepared and Rhonda Mossing is on the phone and available to answer questions and may even have an opening remark she wants to make.

Mr. deNagy stated some of you who know Governmental Management Services know that Darrin Mossing is the president of Governmental Management Services. Rhonda is Darrin's wife and works for MBS Capital, they are completely separate and Mike can speak to the legality.

Mr. Eckert stated my understanding is Darrin has an interest in GMS and his wife took a job with MBS Capital Markets well after these bonds were issued when Prager Sealy helped us out. It is not an ethical conflict but Dave wants the board to be aware there is that connection so that is not a surprise at any point in time.

Mr. deNagy stated you have a proposal from MBS Capital Markets in your agenda package.

Ms. Mossing stated your district manager, Dave, contacted us and indicated that you were interested in issuing some new money to do some reconstruction on your stormwater management ponds and we advised him that in order to talk to you about the numbers and start working on this project for you we need to be under contract under the new Dodd Frank regulations that went into affect July 1st.

Ms. Mossing then reviewed the scope of services to be provided, the fees and termination provisions and stated we will bring back a purchase contract and it will be up to the board to decide if you want to proceed with what we bring to you. Once we are under contract we will bring back to your next meeting some analysis information and numbers that we think the financing will fall with regard to the current market conditions of potential private placement and public offering for the financing.

Mr. Edwards asked I know until we engage you, you cannot give us advice but can I run by you three alternatives. I'm not going to ask you to give your opinion on it but I would like to ask how the fee structure would differ on each scenario. One, is if you have conventional financing would a revolving line of credit be beneficial and if so how would that save us on the fee structure you would quote us? Two, if we went with a bond issue if it is a separate issue just for the repairs how would your fee structure equate to that, especially if we have to do it phase by phase? There are 21 lakes and if we do 3 at first, then 3 later and then 3 after that. Also on another situation since I think bond rates have dropped and when we had our initial issue they were probably peaking at 2005/2006 then maybe there is an opportunity for us to refinance the 2005 and 2006 series of bonds and get a lower rate that would help offset this additional costs. I

am asking you not to give us advice yet as far as what approach to take but in each scenario how would the fee structure differ? This has a \$50,000 floor on it.

Ms. Mossing stated I'm going to take your last question first regarding the refunding of your bonds. That would save you a lot of money if we could roll in the new money piece with the refunding and we would rather see that happen because then it all takes place at the same time and it would be nice to lower the residents' assessments on the existing bonds and save on costs all at the same time as doing the new money issue. We have done that in the past and that has been very successful and it is a great structure and a great mechanism for doing that. The problem is we have a deferred cost agreement with your developer that requires all of your reserve funds in your existing bond issues to go to the developer, which means you don't have any funds available to be used for a refunding bond issue. Until you talk to the developer and resolve the deferred costs you can't do a refunding. The bonds are callable on May 1, 2015 on the first bond issue.

I'm not sure that a line of credit is going to be available from a bank and the less money you borrow from a bank the less their interest is in loaning to you. Most of the banks we have been talking to lately the minimum loan they will look at is \$5 million and an amortization of no more than 10 years. We would really have to work with them for what is considered loans less than that with an amortization longer than 10 years.

Mr. Schroder stated the 1 ½% translates to about a \$3.3 million loan, our loan will be substantially less than that and to complete the project it would be multiple loans over the years. Is there any leeway in the \$50,000 floor fee?

Ms. Mossing responded typically for us to work on a financing our minimum fee will be \$50,000 for us to do all the work that we do.

Mr. Schroder stated I realize there are things that have to be done regardless of the amount of the loan. I was wondering because that is a big number for us for saying less than a \$1 million loan.

Ms. Mossing stated I'm not sure how much money you are borrowing, what your improvement plan is going to look like, how many phases you are talking about now. The way these rules are set up is that we can't even talk numbers until we are under contract. It makes it so hard for us to work with each other this way.

Mr. DeFranzo asked if we were to appoint your firm tonight and have a follow-up meeting if we don't want to go to contract with your firm what would we owe at that point?

Ms. Mossing stated you don't owe us anything if we don't sell the bonds.

Mr. Eckert stated I want to focus on the contract so we are not asking them to give us advice on what direction we should take. If the board is not comfortable with the contract then we can defer the item or move on but if you are comfortable with doing a contract, which you know you can terminate after you hear some of the financial advice over the next month or two that would be your other option. I want to stay on what the fee structure is and those very legitimate questions the board is asking.

Ms. Venezia asked just to clarify we are not responsible to pay them \$50,000 unless we actually retain them?

Mr. Eckert stated if you sell the bonds. I expect the board would operate in good faith in any contract that you have.

Mr. DeFranzo stated in any business most businesses are familiar with what the competition has to offer. In the business you are in is this a typical fee that most companies charge?

Ms. Mossing stated I can tell you that is a very good question and that is your fiduciary responsibility to make sure you are getting the best price for the residents and you are looking out for their best interests. I can tell you that we looked at our last ten bond issues that we issued and compared those to our competitors and our costs were lower on what we charge than our competitors and I know this because we monitor the market and if you sent Dave deNagy out to check what the costs were on the last five or ten bond issues of our competitors and he brought them back to you he would be able to show you that our costs were lower on our bond issues than our competitors. If you want him to do that I'm sure he can bring them back to you and show you that. I'm confident he would be able to prove that out.

Mr. DeFranzo stated I would like that personally, thank you very much.

Mr. Eckert asked does the board want to approve the contract so they can start working on this or are you deferring it?

Mr. DeFranzo moved to approve the agreement with MBS Capital Markets and Ms. Venezia seconded the motion.

Mr. Edwards stated from what I'm hearing from the board members what they are concerned about is engaging your firm and being responsible for a floor of \$50,000. I think what we want to do is engage you and then be able to talk to you and then have a go or no go decision. In other words can we enter into an option agreement where we hire your firm and have some initial discussions and then make a go or no go decision? The way I see it we are obligated for \$50,000 and I may be wrong but that is what I'm reading.

Mr. Eckert stated their fee is contingent upon you selling bonds or obtaining the bank financing.

Mr. Edwards asked if we engage them to do so and they go out and get a bond issue then?

Mr. Eckert stated if you don't approve the purchase contract and the terms of the purchase contract then there is no fee, which will come in February at the earliest time.

Mr. Edwards stated based on that I don't see how we can do any harm.

Mr. DeFranzo stated they have the experience, they facilitated the first two bonds and are recommended by staff.

On voice vote with all in favor the motion passed unanimously.

F. Authorize Engineer to Prepare Engineer's Report for Pond Bank Reconstruction

Mr. Eckert stated the engineer's report is going to be based on estimates and is what we will use as the basis for filing the bond validation complaint with the circuit court and basically is a report that says these are the reconstruction activities the district needs to engage in and the approximate cost of those activities. We would err on the side of the high estimates we received in terms of determining that number and build in the financing costs for that and then take that to the court, to validate that maximum amount. The amount of bonds we actually issue would have to be less than that but we would have the bids in hand from the contractors before we finalize the actual amount of bonds we were going to issue. This would be the step that we need to start the validation proceeding, which is the lynchpin in getting this timeline complied with.

Mr. Edwards asked can we meet on November 18th instead of the 12th so the new board will be seated?

Mr. Eckert stated it is up to the board when to schedule the next meeting.

On MOTION by Mr. DeFranzo seconded by Mr. Schroder with four in favor and Mr. Edwards voting no the engineer was authorized to prepare an engineer's report for the pond bank reconstruction work.

Mr. Eckert stated the next issue we need to address is on the timeline it envisions a meeting on November 12th and that is what is worked into the timeline in terms of meeting that goal of March 1st. I have not analyzed it to review whether November 18th will cause that timeline to slip I just know it is really tight. If you do change it, expect that timeline may slip some.

Mr. Edwards stated I'm just trying to do it for the reasons I stated.

Mr. Eckert stated it is a valid board discussion to have. If you start moving dates around I can't tell you if the timeline works or doesn't work because I haven't evaluated whatever date you come up with.

Mr. Labanoswki stated I have been sitting in a number of these meetings. Let's not hold it off anymore, let's go and get the job done.

Ms. Venezia stated if you have a majority in agreement to meet on the 12th two new people wouldn't be able to change that vote there is no reason to delay.

On MOTION by Mr. Quinto seconded by Ms. Venezia with all in favor a special meeting was scheduled to take place on November 12, 2014 at 6:00 p.m. in the same location.

Ms. Venezia stated I was thinking of ways to attempt to save everybody some money. Is there a way we can do a soft approach, hard approach to the developer and try to get some money from the developer knowing from the geotechnical report that part of it had to do with the way the ponds were built and possibly some money from the HOA and some money from our reserve and try to keep costs down and not even go in the bond direction? I don't know if that is feasible.

Mr. DeFranzo stated Mr. Eckert and I have had numerous discussions about the responsibility and a number of people have questioned me why we haven't addressed the developer who obviously had responsibility. That is something I would love to be able to do. I asked if we could have an attorney/client privileged meeting and he said no.

Mr. Eckert stated you can't have the discussion between me and the board outside a public meeting because there is no exception in Florida Sunshine Law under these particular circumstances. If you had pending litigation you could have a shade session to discuss litigation strategy and settlement talks.

The board has the ability and the right to have whatever conversations they want with the developer and to make requests of the developer and of the HOA and of their district manager to say how much do we have in reserve that we could possibly put for this. You can make that request and the HOA can say no, the developer can say no and then you have to determine where you go from there.

Ms. Venezia asked can that be done in conjunction with what we are doing?

Mr. Eckert responded yes, I think you can do that parallel at the same time because you can always not issue bonds. I think you are going to end up with a combination of a lot of different funding sources.

Ms. Venezia asked can we ask you to write a letter to the developer?

Mr. Eckert responded yes, you can direct me to do that. If you want me or someone on the board to do that it is fine but keep in mind that ultimately my guess is whoever would be involved in any litigation would defend themselves and there would be costs associated with that. Certainly in defending themselves they would ask the court for a different result than you would be asking the court for.

Ms. Venezia stated I don't want to go the litigation route I want a soft approach.

Mr. Eckert stated I understand and we can have those conversations. Keep in mind these were two different areas of ponds in which I think there were two different engineering companies. If the consensus is that you want me to talk to the developer and talk to the HOA I can or if the board wants to appoint one of its members to do that they certainly can. The approach would be at this point given what you have just said it would be we would like your cooperation and your help in trying to resolve these problems. If a cooperative approach is not possible then some of the board members will be revisiting this particular issue and at that point in time we are going to have a very candid discussion about costs and probability of success and all those different issues. For now if you want to do this we are going to have a meeting on November 12 and we are going to have a pretty good idea of whether or not there is any room for a cooperative solution.

It was the consensus of the board to have Mr. Eckert approach the developer and the HOA

Mr. deNagy read into the record comment cards from Mr. Persimoni, why is the developer/builder not being held liable for improperly installed ponds and is the intent to spread the costs to all homeowners and not just those who live on the ponds and benefit from better property values.

Mr. DeFranzo stated understand the ponds are required for drainage for the entire community even if you don't live on a pond you benefit from the ponds because it takes the runoff from your property and roads.

Mr. Eckert stated if we do a bond, they would have to prepare an assessment methodology to allocate the costs appropriately and fairly and we would have a hearing where people could come in and bring comments and suggestions on how those costs should be allocated and that is probably February or March when that would be done. You would have to have the assessment revenues and liens in place in order to secure the bond.

Mr. deNagy stated a comment card from Patti Bergin stating she received a letter saying the homeowners would be assessed \$1,000 is this pertaining to the pond issue.

Mr. DeFranzo stated I don't think anybody put any numbers out there.

Ms. Venezia stated that was the one for the \$60.

Mr. Eckert stated I don't think the CDD has sent anything except if the CDD with its budget raised their assessments this year there would have been a notice stating the total O&M assessments and the debt assessments.

Mr. Labanowski asked is anyone going after Horton for the damages they have done to the current pond construction?

Mr. Schroder responded I have been playing phone tag with Bob Porter on this issue. I think they will cooperate but we need to deal with it.

SEVENTH ORDER OF BUSINESS

Other Business

Mr. Edwards stated the HOA contributed \$15,000 and requested to post a notice of a meeting in this complex and you were denied.

A resident stated we straightened it out.

Mr. deNagy stated there are a lot of functions the HOA has and the question was which of those functions do we notice and there was discussion of noticing the monthly meetings, ARC meetings and elections but if there are café meetings maybe that could be advertised through social media. A request has been made to allow the HOA to have a bulletin board in this building.

Mr. DeFranzo stated since the CDD and HOA are constantly confused we need to work together.

Mr. deNagy stated we will table this item and staff will come back with a recommendation.

Mr. Branch stated when we were talking about holiday lighting we didn't have consensus or a vote. I want someone authorized to help in selecting a company. I have one in mind and you gave me a cost not to exceed \$6,000. We can save roughly \$2,100 per year after the initial cost of buying some of the things. This company will purchase it, put it up and store it.

Mr. Eckert stated you would be approving a proposal subject to execution of a contract. We have done this before and have form agreements we can provide to you.

On MOTION by Mr. Quinto seconded by Ms. Venezia with all in favor the proposal for holiday lighting was approved in an amount not to exceed \$6,000 subject to execution of a contract.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

A resident stated we have potential future issues but the CDD has not validated my lot to say we are happy your grading is good.

Mr. Eckert stated we don't have development approval powers to be able to do that. That is reserved for the county. It is not out of line if the district wanted to look at the pond bank and make sure there is not anything contributing to the deterioration of the pond bank that is being caused by the lot. That is something the district could do if you want to do that.

Mr. DeFranzo stated I appreciate what you are saying but I don't know that we have anybody to do that and if we start doing that where does it end. Somebody could look at it and say it looks okay now but we don't know about next week or next month.

A resident asked did you say there were different contractors for the ponds?

Mr. Doub stated there were two contractors on the original lots and two different contractors on the annexed properties.

Mr. Edwards stated the original 740 lots were engineered by ETM, the district engineer is an employee of and he was hired by us. We used a different engineering firm on the two annexed properties.

A resident stated you talked about easements and there are no easements on the back of our property. My property stops where the bank goes down and there is no easement on my property.

Mr. Doub stated the way the two products were designed differently, the original 740 lots the back lot property line is the same as the top of bank of the pond then there was an easement reserved on all 740 lots. On Pescara and San Marino different design, different concept you have the back of the lot then there is and then about an 8 foot flat area then the top of the bank of the pond. Instead of having the easement on the lot they set aside 8 feet in a common area for the pond track. Whether it was built that way or not I'm not sure on those other two projects.

A resident stated there is a rumor going around that the pond bank maintenance is getting turned back over to the homeowners on the ponds. Some of us are here tonight about that issue. Can someone address how that could occur and if that is something that is being pondered at this time?

Mr. Edwards stated read your covenants and restrictions.

Mr. DeFranzo stated we have taken that up at two meetings and after research we were told the pond banks are part of the ponds, the ponds are owned by the CDD. We are under contract with Austin Outdoor for that work and the board said we are going to continue to mow the pond banks.

A resident asked how many engineering reports are there dealing with this?

Mr. DeFranzo stated for the recent work in the last couple years on reconstruction Ellis did some initial work but they never finished their work because they wanted to do additional drilling but it was never authorized. They didn't issue a report. We had meetings with them and we discussed it and we have records of those discussions.

Mr. deNagy stated if you want to see the geotechnical report that was recently completed it is online.

A resident stated I would like to see the other report and every bit of engineering work that has been done to determine the action that we are taking. I would like to know my rights to see this work.

Mr. Eckert stated whatever the district has is a public record.

A resident asked where is it and how would I get it?


Mr. deNagy stated it is online at mymurabella.com.

Mr. Eckert stated there are whatever records that are in files that Preston maintains or our office would maintain or Dave's office would maintain. All of that is public record.

NINTH ORDER OF BUSINESS

**Next Scheduled Meeting – November 25,
2014 at 2:00 p.m. at the Murabella Amenity
Center**

On MOTION by Mr. DeFranzo seconded by Mr. Schroder with all in favor the meeting adjourned at 9:30 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman