

**MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, August 31, 2017, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube
Ray Walls
David Farnsworth
Kerul Kassel
William Bokunic

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Gary L. Moyer
Chuck Walter
Timothy Qualls
David Evans
Steve Boyd
Gerhard van der Snel
Keith Campbell
Scott Feliciano
Residents and Members of the Public

Manager: Moyer Management Group
District Manager Severn Trent Services
District Counsel
Baker Hostetler, LLP
District Engineer
Field Manager
Servello & Sons
Servello & Sons

FIRST ORDER OF BUSINESS

Roll Call

Sup. Berube called the meeting to order at 6:00 p.m.

Sup. Berube called the roll and stated a quorum was present for the meeting.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

Sup. Berube stated before we get to the Audience Comments, we are going off agenda a little bit. I notice a whole bunch of new faces here tonight. I know what they are here for. It is to discuss a policy regarding a true up agreement. I have been briefed by Counsel several times about this. We have spent time on the telephone discussing it. It is a complex situation. It is related to the debt load on certain acreage in the community. There is a true up agreement which was generated with the last refinance in 2015 or around this time. My concern is there are going to be some requests made of this Board to make some decisions which affect monetary amounts between \$20,000 and \$2 million. So far, there has been no communication to any member of this Board from

anyone involved in this. This irks me just a little bit. However, knowing the complexity of it, it also did not make the agenda. This is problematic since we already have a two page agenda. I do not think it is fair to ask this Board to make this decision despite the fact that all the experts here tonight will tell me we can make this decision in 10 minutes. I do not think we can make an informed decision with the amount of money involved. I think it is unfair to ask us to do this. Also, the taxpayers have not been properly notified of this discussion, which may or may not take place tonight.

Sup. Kassel asked can we at least hear what the experts have to say, maybe hear about the whole situation rather than putting it off until next month?

Sup. Berube responded I do not want to put it off until next month. I want to put it off until next week. We can schedule an emergency meeting, give notice, and it will give us adequate time to prepare. All the people in attendance tonight are going to want 10 minutes each. When you get into the conversation, it gets complex. You may say I have a few questions which is going to lead to a big deal.

Mr. Qualls asked what is the emergency about?

Sup. Berube responded the developer has a closing approaching at the end of the month. It really needs to be settled at some point. It is in our best interest.

Mr. Qualls stated the timing of their closing is neither here nor there.

Sup. Berube stated we tried to get it in tonight. The way it played out is not working. We can do whatever the Board wants. If we start this, it is going to get complex.

Mr. Qualls stated I just heard about this 30 minutes ago for the first time. I do not have enough information to make any determination.

Sup. Kassel stated since they are here already, it would be useful to at least hear what the situation is and give us time to consider the options.

Mr. Qualls stated what I would like to hear personally from our staff. Give us an overview of the issue so it is publicly aired and everyone can hear it, then we may make a determination.

Sup. Kassel asked can we decide now or put it off to another meeting?

Mr. Qualls responded I am not going to make a determination tonight. I have not seen numbers, the documents we are talking about, the agreements, or those kinds of

things. It would be unwise to make any determination without seeing any of those things beforehand.

Sup. Kassel stated we have you here, so we would like to hear from you.

Sup. Berube asked do you want to do this now and make the determination after Mr. Qualls gives us his condensed version, or do you want to wait until we get to the Attorney's Report which is quite far along?

Sup. Farnsworth responded it is totally out of sequence and has already been brought up. You may as well let them do it.

SEVENTH ORDER OF BUSINESS

Staff Reports

B. Attorney

Mr. Qualls responded this involves the allocation of debt on undeveloped acres of land. There are Bond documents which alert us when the debt threshold exceeds a certain amount. It triggers a payment process to make sure the debt per acre does not go over the \$47,000 threshold. The true up is triggered when the District accepts a plat. The language suggests when you take a lot and divide it into parcels, the true up document says look at all of the undeveloped acres. We are looking at the remaining debt allocated to those undeveloped acres. If it exceeds the \$47,000 threshold, the developer shall remit a true up agreement to the District. The true up payment analysis was triggered when two particular parcels, I.N.O. (in name only) were subdivided into individual lots to go to the eventual homeowner. Your expert, Severn Trent, then looked at the remaining undeveloped acres. They did simple math and concluded this does exceed \$47,000. Your true up documents say, when this takes place, there is a true up payment which shall be paid by the developer. Severn Trent has determined there is a true up payment due. The amount is near \$2 Million. We would simply advise the District to follow the agreement. It is in the Bond documents. The developer and the District agreed to it. We can certainly get you any information you need. For a little background, it is our understanding, the developer is planning to sell to a buyer. In due diligence, the potential buyer asked Severn Trent about this true up mechanism. Obviously the buyer and seller need to understand what amount is due and when it is due. We started looking into it three weeks ago. We gathered information, analyzed all of the documents, and met to determine the best way to get this issue in front of the Board. The best time to consider is

up to the Board. The basic summary is we advise you the true up is in review and when it has triggered an outstanding payment, which is now due. The developer agreed with the District about the payment being due. The question comes down to, is there a disagreement on the timing? We are prepared to address it at the appropriate time. As attorneys, we point you to the contract which references the assessment methodology. Let that be your guide. Severn Trent is prepared to explain the numbers and calculations.

Sup. Kassel asked what is the problem? Does the developer now say it is an incorrect number? What is the problem?

Mr. Qualls responded I do not want to suggest there is a problem. I think the issue is, according to the true up documents, that the Board is to make a determination. The determination is whether the debt allocation per acre exceeds \$47,000. Your professionals believe it does. Once the determination is made, the contract documents suggest a true up payment needs to be made. This is not new. It is something that happens, as Mr. Moyer explained. I learned a lot about it this month as well. I do not want to speak for Mr. Moyer, but it is designed to prevent what is known as the Golden Acre. The Golden Acre refers to debt constantly getting kicked down the road until you get to one huge acre of land and there is debt on it. It is a mechanism. All of the documents were approved by this Board. They have been in existence since 2004. I guess what has made it come to the surface is when these lots were subdivided around 2015 or 2016, the true up process did not take place. It has come to everyone's attention now. I do not think Severn Trent has an answer for why it did not happen. I do not know if this is relevant. What is relevant to me is that you follow the contract consistently. You wanted the agreement. The developer honors the agreement. On these 2004 Bonds, this has not been triggered yet. It was not triggered until 2015 based on our analysis. Now that we know about it and brought it to the Board's attention, we want you to make an informed decision. We will get you whatever you need to make the decision. In brief, I believe this presents the subject of how it came to light.

Sup. Berube asked is it fair to say the developer has a different opinion of the amount due?

Mr. Qualls responded I do not want to speak for the developer. I can say that my understanding is, based on my last phone conversation with Mr. Evans, it is not so much

a question of the total amount due. It is a question of the timing of the total amount being due.

Sup. Berube asked in your opinion is the money is due now?

Mr. Qualls responded it is my opinion the true up agreement says when the debt per acre threshold is exceeded. This will trigger the true up payment. When the analysis was conducted by Severn Trent on the raw land, and the debt per acre amount, the amount did exceed \$47,000.

Sup. Berube asked was it 2015 or 2016?

Mr. Qualls responded I do not have the exact dates on it.

Sup. Walls asked can I make a suggestion? I spoke to Mr. Qualls before the meeting, who explained it to me. I think I understand the issue. What I would like is to put on an agenda with the history laid out. Here is the provision in the document. Here is what it says. Here is how we did the calculations. Here is all of the backing data. Let the Board see it. Once we are able to go over it, sometime before the next meeting, we can determine whether we agree with the assessment or not. I can make a call right now, but I am basing it on what you are telling me. I have not seen any backup to make the determination.

Mr. Qualls stated we are not telling you when to make a decision. We are not telling you to make an uninformed decision. We are telling you this came to our attention about three weeks ago. We researched it, spoke with the professionals, and gave you the information we have. We have done a lot of work already to reduce this form to a legal memorandum which sets out the subject and language we are referring to. I think it is a great idea.

Sup. Kassel stated I have two questions. The first is, do we need an emergency meeting? Can this wait until the next Board meeting? Second, should we hear from Mr. Evans since he is here, maybe to hear what he has to say so we have the information to think about it as we move forward?

Sup. Berube responded the problem with putting it in with a regular meeting is the same problem we face tonight, which is time. This is going to be a back and forth with a lot of questions, presentations, and information. If you want to schedule it for the next

meeting, it is fine. I would rather not be pressed for time. We do not know what next month's agenda for regular business is going to look like.

Mr. Qualls stated I think we can determine the format of the conversation. To me, it will happen if staff gives us the history and it is all laid out. Here are the calculations. Here is what the Bond documents say. When is the payment due? Which certain conditions are triggered? I do not think there has to be a lot of conversation. Either we agree with it or we do not.

Sup. Farnsworth asked should there be a public agreement on this, a notification of a public hearing?

Sup. Berube responded it should be on the agenda. What is the rule of the Board? A special meeting, or the next meeting?

Mr. Qualls responded remember all of this was set out in an agreement which was signed by the District and the developer. We are not asking the Board to make a new determination of whether we have to go through the true up process or not. You have to. Again, we all want the Board to make an informed decision. Whether this is something which needs to be done at a public hearing, every determination you make has to follow the Sunshine Laws. You know this. There are a couple of things in order to follow the Bond documents, which the Board has, to make the determinations I have already mentioned.

Sup. Walls stated staff is going to give us an assessment which sounds like yes, \$47,000 per was exceeded. We either do or do not concur with the assessment. I do not think there is a big time issue here. Like Mr. Qualls said, these agreements have existed for 10 plus years.

Mr. Evans introduced himself as Mr. David Evans of Baker Hostetler. I represent the developer. Obviously we have a closing coming up. We requested estoppel certificates from the CDD. We need the certificates for the closing. We cannot wait until the next meeting because it would take place after our closing. The CDD needs to issue the estoppel certificates prior to the closing. We do disagree perhaps, with the interpretation of the agreement. We would like an opportunity to speak to that. We need to do it at a public hearing when it is on the agenda. There is a big issue with the dollar amount. We have a significant difference in opinion of what the dollar amount should

be. I do not think today is the right forum for this. We learned of the recommendation five minutes before this meeting. We would like an opportunity to present our thoughts and findings to the Board after an appropriate time has been decided on.

Sup. Farnsworth asked will it be clear when the data is in front of us? Will it be clear what the amount due is based on? In other words, is it over this \$47,000?

Mr. Evans responded it is the interpretation of the document, what is platted versus unplatted. In turn, means how do you calculate the dollar amount in terms of \$47,000 over how many acres?

Sup. Farnsworth responded I want to be clear on how the calculation is derived.

Mr. Qualls stated I do not think this is the forum to litigate the issue. What I would hope is this provides us their assessment of the issue. Maybe you can provide your objections to their determination.

Mr. Evans stated we provided a direction three weeks ago.

Mr. Qualls stated this is fine. It can be included in the document I am asking you for. Here are the objections from the developer. Like I said, we either agree or disagree with staff's determinations.

Sup. Walls asked Mr. Qualls, what is the penalty if we do not provide the estoppel before their closing?

Mr. Qualls responded I am not prepared to say that. What I am prepared to say is I believe, this should be determined before closing if possible. At the very least, the potential buyer needs to be aware. If the Board says issue those estoppel certificates, the developer is not going to agree with the amount. Your professionals do not have a dispute. We are not fuzzy on the math. Severn Trent has done the analysis. Your option for getting more information and determining this later would require scheduling an emergency Board meeting. You can leave this one open and continue it at a time decided during this meeting.

Sup. Berube stated we understand. We need a separate time and meeting to go through all of this. We need documentation including briefs from everyone involved. I would like to schedule an emergency meeting for one week from tonight.

Sup. Farnsworth stated you can call it a workshop or whatever you want. It needs to be done.

Sup. Kassel asked how about September 14th?

Mr. Qualls responded they decided this money is owed. What if they issue the estoppel letter with the money on it? Is it under the agreement we are working on? It is under your interpretation. I have a public hearing next Thursday I have to attend. I cannot be here.

Sup. Berube asked what date did you say Sup. Kassel, September 14th?

Sup. Kassel responded yes.

Sup. Berube asked when is it closing?

Mr. Evans responded I think it is September 27th.

Sup. Berube stated September 25th is a Monday. Yes it is September 27th. I know this because of other related business. Can everyone make September 14th?

Sup. Kassel responded I want to address the question you just brought up. I assume we first have to approve this amount. We have to agree or determine if this is the correct amount. We still need to do that even if we issue the letter in that amount. We still need to agree to it. And to agree to it, we still need to look at the documents.

Mr. Qualls stated yes or we can do it tentatively pending a review at the next meeting. Can we do that?

Sup. Farnsworth asked can you issue a tentative estoppel?

Sup. Berube responded an estoppel is an estoppel. Sup. Kassel, can you make September 14th? We will put together an emergency meeting and send notice of it. The agenda is a single item.

Mr. Moyer stated if it happens September 14th we will have time to advertise it. It is better to do it in this fashion.

Sup. Berube stated however you want to call it. Special meeting or emergency meeting, this should get us as close as we can to accommodate the time-frame. Sometimes the developer is friendly, sometimes not. If you have information which needs to come to us, it is the same deal. Mr. Walter will you be handling this? Counsel, we need whatever briefs you have available. Give us your arguments and let us get educated. The sooner the better so we are not waiting until the last minute again.

Mr. Qualls stated just so the residents know the meeting is going to cost them money. We are doing it to meet the time constraints of the developer. We did not set the closing date.

Sup. Berube stated residents should know we already run \$5,000 in legal on occurrences like this one.

Mr. Qualls stated I am opposed to having an additional meeting, but will comply if the rest of the Board wants to do it this way.

Sup. Berube stated we are scheduled for September 14th.

Mr. Qualls stated I want to say one more thing on it. I understand the Board's position about not being fully informed by this meeting. I want to be clear. We did everything we could in the time-frame we could. We met with the professionals. You had not given us any direction. I would like the record to be clear. The reason you have not been aware of this is because it was not brought to your attention. This came up a few weeks ago and we did our best to get the facts. We were ready to produce pen to paper until we heard from the Board.

Sup. Berube stated we are not arguing this point. This is all an information gathering exercise in advance of asking us to make a potentially big decision which may go to litigation at some point. We have to be prepared for this and make the right decision in advance to protect the taxpayers here because this could get expensive.

Mr. Qualls stated I would propose it come from us in a legal memorandum which addresses the question of this true up payment. A memo which cites the contract agreed upon by both parties, lays it out, and is succinct.

Sup. Berube asked how big is this true up document?

Mr. Qualls responded it is all in the Bond documents. We will attach it. The Bond document is over 200 pages. What I anticipate is we send the true up agreement and the assessment methodology which the true up agreement cites.

Sup. Berube stated exactly and include the background information your expert has gathered out of all of this with their comments.

Mr. Qualls stated I was going to do this during my attorney's report, but, I would like to introduce you all to my new associate, Kayla Scarfone. I was overwhelmed with

some other matters during this time period. She has stepped up and filled the gap so I want to thank Severn Trent for helping up go through the numbers.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Tyler Hornak stated I would like to thank you for your time. I am here to discuss a potential Eagle Scout project for the community. An Eagle Scout project is a culmination of learning through the years beginning with first grade. It is used to benefit the community and help the Boy Scouts simultaneously. It entails brainstorming the steps from funding through construction. It encompasses the entirety of the project to take more of a leadership role in that position. For my Eagle Scout project, I am looking at a potential mini free library. For those who are not familiar with this, it is a small box placed on Harmony land which houses many books for reading, trading or buying and selling.

Sup. Berube stated I am going to interrupt you right there. This is a sample of what you are proposing? A rough sample? How big is it? The footprint. It is three feet by three feet and maybe three feet tall?

Mr. Hornak responded yes, probably about that size.

Sup. Berube asked the box itself is about three feet tall, correct? It is in a post of three or four feet? I am just trying to get an idea of the scope.

Mr. Hornak stated the size can be determined later. There are larger and smaller ones. We want to find a size that fits the community and us. It is intended to promote reading from the residents, especially children. I like the location of Linear Park because it provided an essential location with high foot traffic. It also has a place where someone can sit and try out a book.

Sup. Berube stated you are saying Linear Park, but we know the area right there as Lake Shore Park. Linear Park is probably in the zone near your house along the pipeline easement.

Mr. Hornak stated I am here today to find out if there is interest in this project, or if there is a location you feel is more appropriate. I also want to ask for approval for such a project. If there is interest, I would like to request a liaison to speak with, for approval reasons from the Eagle Board. I also want to understand the design process you would like us to use.

Sup. Kassel asked to be clear, your troop will provide the funding with the materials and the labor?

Mr. Hornak responded, yes. The importance of the project is taking it from the early stages all the way through completion. Fundraising and all costs will be paid for by the troop. Construction and labor will be handled by the troop along with friends and family. It is all handled by the Scouts.

Sup. Farnsworth asked what about one year from now?

Mr. Hornak responded in terms of long term upkeep, it will also be handled by the Scouts with repairs included. We design the project based on the longevity and maintenance of materials.

Sup. Berube asked who will own this? Will you deed it to the CDD, or will it remain property of the Boy Scouts? You do not have to answer this now. I have several questions you need to come back with, probably next month, with some answers. Who is going to own it? Who is going to maintain it and for how long? A structure of that size has to meet certain safety standards. It needs to be engineered. The post going into the ground has to be standard. If someone were to lean on the post and knock it over due to improper installation, it could be a problem. I am not trying to make your job difficult. It is just a civics lesson because we have been down this road before. The engineering standards which need to be met are wind load, lean, the post could rot out, how deep is the concrete going to be, etcetera. Lastly, while I agree with your location there as probably being a high traffic area, there are vandals who do bad things here overnight. This could be an attractive nuisance to a vandal because it is dark there at night. In thinking it through, the CDD has limited lands, assuming we approve this. My suggestion is to think it through and maybe put it in the Town Square. Find a spot you like. It is lighted over there all the time. You have pretty good traffic there as well. As the town grows, there should be more traffic at Town Square. I think it is a better choice because in the proposed area, it is probably going to get damaged at night.

Sup. Farnsworth stated we tend to prefer someplace other than Town Square in order to get the kids closer to it.

Sup. Berube stated it is essential near the school, but we do not own the land.

Sup. Farnsworth stated maybe you should consider something other than Town Square. Younger kids do not generally wander around over there.

Sup. Berube stated why not wait until it gets dark and drive around a little to see where the light is. If you have any questions, Mr. van der Snel is always around. Just ask him if that spot is okay, then come back next month with some of these answers and we can make a better informed decision as to where to go. Any other questions from the rest of the Board?

Sup. Walls responded I think it is a great idea. I emailed you saying I have seen it in other communities. I am not opposed to having it in the park around Lake Shore. I was thinking maybe even near the sundial or something like that. Residents are there too. I suggest you come up with a plan and formalize it. You do not have to come back every month, but if you want to submit it to us to look at it, I am all for it.

Sup. Berube stated you have a month between now and the next meeting. You are welcome to come back.

Sup. Walls stated we would like to see you every month.

Sup. Berube stated when I read this I looked at the website. We do not have one of these here. The closest one in Florida is near the airport and Taft. I happened to be in Baldwin County, Alabama. Within 50 miles, there had to be 100 of those things in southern Alabama. Very popular there, not so popular in Florida. I do not know why. Maybe it is the hurricanes.

Sup. Walls stated they are more popular down south. In Jupiter and Vero there are a bunch of them.

Sup. Berube stated you have some homework to do. Thank you for bringing it to our attention. We will cooperate with you to the best of our ability. Your dad videotaped everything and I think he got all of the questions we posed. Does a little library need to be ADA compliant? Add this to your list of questions needing answers.

Ms. Suzanne Crescioni Carlo stated I live in a townhouse which I bought about two years ago. It is my understanding the alley is owned by the CDD. When is maintenance done on those roads?

Sup. Berube responded in general, on an as needed basis. We did redo some alleys a couple of years ago. Since then, we have been watching the alleys carefully for deterioration.

Ms. Carlo stated I mean behind me specifically and I brought a map for reference. Some of the areas where our post boxes are located are missing some of the road. There is an area there which is missing a chunk of road. I just want to understand. Is this a line item in a maintenance budget somewhere? This is not an assessment which will come back to me will it?

Sup. Berbue responded no, but Mr. van der Snel will take a look at it.

Ms. Carlo stated I can give him my address and send him pictures. In front of me, I live by the lake where the famous fountain died. My question is when is the funeral? When is it going to be repaired?

Sup. Berube responded we sent a letter to the developer requesting this. It was discussed at a meeting either last month or the month before. I am not sure what the response to the letter has been other than, nothing yet.

Ms. Carlo asked the developer has to move it, right?

Sup. Berube responded yes. It is Starwood so far.

Ms. Carlo asked it is their responsibility, correct? I just want to know who I should focus on.

Sup. Berube stated let us handle it please.

Ms. Carlo stated I do not want to keep looking at it. I bought under the idea of having something there.

Sup. Berube stated I understand. The problem is, it is their fountain and our pond. We have the usage agreement, or lack of one.

Ms. Carlo stated there is a fixed fountain maintenance budget which is not being used to repair the fountain.

Sup. Farnsworth and Sup. Kassel both responded it is up to the developer.

Ms. Carlo asked then it is not part of the CDD's budget?

Sup. Walls responded no, but we have sent a letter asking them to remove it. If they do not remove it, we will remove it ourselves and send them the bill.

Sup. Berube stated we will take legal action if they do not respond.

Sup. Kassel stated I would wait until the closing of the sale and approach the new developer and see if they want to maintain it. It is unlikely, but at least there is a possibility it can be rejuvenated.

Ms. Carlo stated what I first noticed in the area was people walking around in the afternoon. The mosquitos come out before and after, and it gets worse.

Sup. Berube stated we understand. The process has started already. Things do not happen quickly with these types of agencies. It is on our agenda and it is not going to fall off. We will get it done.

Ms. Carlo asked when is the sidewalk by the lake cleaned? It is not the sidewalk on my side of the street, but across the street.

Sup. Berube stated we do not clean it.

Ms. Carlo stated should I clean it for you? I look at it every night.

Sup. Walls stated I clean the sidewalk in front of my house myself. If the sidewalk you are talking about is not in front of residential property, then I think we need to take care of it. If you let us know where it is, I think we can make it happen.

Ms. Carlo stated here is what the property appraiser says belongs to the CDD. This right here is what I am talking about.

Sup. Berube stated the policy which has been in place is we clean sidewalks very rarely and it is not done on a widespread basis.

Sup. Walls stated I think it is a bad policy and we will work on it.

Sup. Berube stated another item for next month's agenda. A sidewalk cleaning policy please. We will discuss it more depth next month.

Mr. Glenn Tarrence stated I purchased a property on the corner of the alley. In the back corner, there is a challenge for the trash pickup drivers. I understand it since I drive big trucks. I do not have a problem with what they are doing. The problem I have is it is starting to deteriorate on my property. When I purchased the property I had a solid iron marker. It is no longer there. The truck and its swing have taken out a permanent marker. If we can talk about this in some manner and solve the problem, I may have some good ideas. Maybe paving further or putting a concrete pad in the area. It seems sturdy enough to hold it.

Sup. Berube stated there is one in the area already, but is probably not behind your house. One of the corners there already has an extension. They use all the extension and still go right off of it, into the dirt and wipe out the sod, the sprinklers and everything else.

Mr. Tarrence stated I am certain I am not the only one who had seen it.

Sup. Berube stated I like your idea about putting the rebar along the edge.

Mr. Tarrence stated I do not like the idea of tearing up other people's stuff, particularly when they have no control over what they can and cannot do. I am for trying to make it workable on both sides of the table.

Sup. Berube stated the workability will have to come from Waste Management. I live on an alley and they drive right over my sod. My alley ends in a corner. I buy the red reflectors and stick them in the yard. It lasts about two months. Once in a while, the trucks run over it and all over the grass again. I would love to tell you that extensions work. We have tried it in four areas with extending the asphalt with concrete. What happens is they use all the space and continue right over it. It eats into the properties' sod and grass.

Ms. Kassel asked Mr. Boyd, do you have any suggestions?

Mr. Boyd responded yes. There are two exceptions. When the alleys were first laid out, they were done so to allow movement by large trucks in the areas where problems remained. We added concrete and asphalt. I have not been aware of any issues since then. I think they are just getting lazy. They are taking the corners a little too fast probably and not being careful going around them. They may be taking advantage of the extra room and being more casual. A hazard or marker of some sort would be more effective. I do not want to recommend that right now. It is something for me to look at.

Mr. Tarrence stated on my corner, I know the problem lies with mailboxes and a sub power box. Which one am I going to hit? I am going to hit the side. I am not going to hit the sub power box.

Mr. Boyd stated they have the room to negotiate it if they are careful.

Mr. Tarrence stated like I said as a professional driver, if the trucks they drive have changed, it changes the radius at which they can turn. As I go from one vehicle to

another, I can navigate some turns better than others depending on the vehicle. I am aware of the difficulties they have.

Sup. Kassel asked what would be the ramification of putting large rocks at the entrance?

Mr. Tarrence responded it one of the things I thought of as well. Would I want a boulder over there? It would not bother me, but I am looking at putting in a fence as well.

Sup. Kassel stated the fence is more likely to be costly if they damage it compared to the boulders.

Mr. Tarrence stated I am not looking at putting a fence up for them. I am putting the fence up for me. I need to be aware of what is going around. Would I put a fence up there knowing it is going to get damaged?

Sup. Berube responded I do not think they will damage the fence. I am frequently out there when these guys come through and they sail. On Wednesdays, when there is not a whole lot of green to be picked up, they are moving. You can see the rubber trails after they leave.

Mr. Tarrance stated I am looking at ways for something simple and easy to use to help them. If I can help both side of the coin, it is a win-win.

Sup. Farnsworth stated possibly raising the inner radius of the extension to make it a curb to catch their attention.

Mr. Tarrence stated I thought about it. I am not educated enough about what kind of engineering it would take.

Sup. Berube stated we sympathize with you.

Mr. Tarrence stated there is a wrong way sign which they try to avoid. They have missed it so far and have not seen anything on the sign.

Sup. Kassel asked I wonder what would happen if the wrong way sign was in your lot, on the edge of your yard.

Mr. Tarrence stated it is on the edge of my yard. That is the only thing keeping them from going any further over. The idea of taking the fence all the way to the end of the corner puts it a little too close. I do not think it makes into the five foot area.

Sup. Berube stated we sympathize with you. We have had this issue before. I saw Mr. Boyd wrote down some notes. We have some alley work coming up. When we get to it, we will look at all the radiuses where the trucks run off. We will extend further in with either concrete or asphalt on those alleyways. They will have another foot or so in most cases.

Mr. Tarrance stated maybe not, because with the one sign being there, it is just enough.

Sup. Farnsworth asked what about a rumble strip? Will it catch their attention?

Ms. Cindy Rodenhizer responded I was here last month talking about the drain on Dark Sky. I just wanted to see if there was an update on anything with it.

Mr. Boyd stated I was going to give an update in my Engineer's Report, but I can do it now if you would like me to.

Sup. Berube stated why no wait until we get to the Engineer's Report so we can keep rolling along here.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the July 27, 2017 Meeting

A. Fiscal Year 2018 Budget

Sup. Kassel stated I have a question. There is a sentence on page 4 of the minutes. I sent Ms. Burgess a tentative correction, but I am not sure who said the sentence. I think the sentence is the seventh paragraph on page 5 of the minutes. It says Mr. Farnsworth responded, I think Sup. Kassel sent corrections to Ms. Burgess on the minutes. I think Ms. Burgess asked if she would like to be referred to as Doctor. I think it was Mr. Moyer, but it may have been Sup. Farnsworth. It sounds like it was Mr. Moyer.

Mr. Moyer stated yeah I think it was me.

Sup. Farnsworth stated I sent her the same correction.

Sup. Kassel stated this is the correction to the minutes. The sentence should read Mr. Moyer instead of Sup. Farnsworth. I sent Ms. Burgess some additional corrections.

Sup. Farnsworth stated when I sent them to her, she said she is not handling it any longer and forwarded it on to someone else. I do not know exactly who.

Mr. Walter Stated Ms. Burgess will no longer do the minutes. As you have comments, we should be able to make the transition relatively quickly. Ms. Burgess is

doing a great job forwarding them on to a recording secretary. In the future if you have comments along the way, forward them to me. I will forward them to the recording secretary.

Sup. Farnsworth asked send them to you rather than going to your assistant.

Sup. Berube responded yes, send them to Mr. Walter.

Sup. Walls stated in the Attorney's report last month, we requested the minutes would include the pictures of the punchlist items for Davey. I did not see those in there. Whether you wanted them in there or not, is up to you. I do think there needs to be a reflection of it and we need to document where we are with the outcome of Davey.

Sup. Farnsworth asked is it any of what you have here?

Sup. Berube responded no, it is on the drive I gave you last month. Did someone copy the drive to something? I have the drive back. I just presume they copied the contents of the photos to a digital file, right?

Sup. Walls asked can we just make a reference the photos were shown and they are available in the District office?

Sup. Farnsworth asked will it satisfy legally? Do you really need to have them?

Sup. Walls responded as long as we have them. I do think it would be helpful for there to be a reference to them where we can access them.

Sup. Berube stated they are available by request in the District office which is what it normally says with most of our documentation.

Sup. Walls stated in the paragraph I am talking about, it should say the photos were shown.

Sup. Berube asked do you want it reflected? Do you want the paragraph changed to reflect the photos presented last month are available for resident access at the District office?

Sup. Walls responded yes. Our primary concern is I do not want the photos to go anywhere should we need them down the road. I am not exactly sure where we are on the subject. If they have already satisfied it, it is a moot point.

Sup. Walter stated we have made them part of the record.

ON MOTION by Sup. Walls, seconded by Sup. Farnsworth, with all in favor, the minutes of the July 27, 2017 meeting were approved as amended.

Sup. Berube stated Mr. Moyer you have classically handled this in the past.

FOURTH ORDER OF BUSINESS

Public Hearing for Adoption of the Fiscal Year 2018 Budget

A. Fiscal Year 2018 Budget

Sup. Berube stated I do not know if you want to handle it or defer to Mr. Walter.

However, do you want to do it?

Mr. Moyer responded I came for exactly that purpose as I mentioned to you before. I started the budget process with you and wanted to be here to assist the Board. The Board is familiar with this process. For the audience, the Board approved this budget several months ago. I use the word “approve” differentiated from “adopt.” Part of the approval we set today is the date of the public hearing. On the budget, in between the times when the Board approved it, we had a workshop. The Board is very diligent about preparing this budget. They go through the budget at the workshop line item by line item. We discuss the work envisioned in the budget when it needs to be done for the District, such as what the proper funding levels are for each line item in the budget. As I said, I think the Board historically, and certainly this year, has done job of being concerned about your money they spend on the maintenance program within the District. It has been available on the District’s website since it was approved several months ago. At this time, the Board will open the Public Hearing, hopefully to make comments. After everyone has had their chance to count in on the budget, the Board will close the Public Hearing and discuss the budget and the comments. They can amend the budget if necessary, or in the alternate, they will adopt it. Let me conclude with what the budget does so everyone knows. We are not proposing in this budget, your assessments increase next year. They will remain exactly what they were the past year or two. There will be no increase in the non ad-valorem assessments you received on your tax bills.

Sup. Berube opened the public hearing for public comment which is going to stay exactly as it was for you for the last two years. This means no increase in fees, though services and others costs have increased. One of the ways this happens is we have diligently been paying down the streetlight leases. When we buy out those leases, we save a significant amount of money. Over the long-term, it is close to \$1 million. The immediate effect is our monthly cost for streetlights decreases and gets plugged into other items in the budget. It allows us to increase services at additional costs without raising your fees. Eventually the streetlights will be paid off and we can talk about what is next. We still have a couple more years of that program.

Ms. Carlo asked does the first item of the budget you were discussing, impact the budget?

Sup. Berube responded the true up? No, not directly. There are legal costs involved, but the legal costs are budgeted every year. It is a small piece of the budget. Our legal team does a good job of managing our legal expenses pretty well every year. There is no direct impact to the budget. When those funds come in, if they come in for the true up agreement, the money is applied to the Bonds. We do not see cash. We just reduce the debt obligation. We will get money from the true up agreement, but it will not have a budgetary impact short term. In the long term, it will because it will pay down the Bonds.

Ms. Carlo asked you keep your budget in mind with inflation costs, materials and such? And there is still al line?

Sup. Berube responded yes. We will get to that in a little while with the finances. We are significantly under spending. We have collected a little more than 100% of our income and we are under on spending.

Sup. Berube asked if there are any other comments. Hearing none, the public hearing was closed.

B. Consideration of Resolution 2017-04 Adopting the Fiscal Year 2018 Budget

Sup. Walls stated with you in terms of your comments about the alleyway, I think we need to start a repaving schedule. They are hitting the point where I think they are going to need it. I am not going to recommend we change the budget right now since I

do not know what the cost will be. We had money set aside in the reserves to pay for it, but I think we need to start using it.

Sup. Kassel stated we have money in the reserves for it.

Sup. Bokunic stated there was a tentative schedule when we built the worksheet.

Sup. Walls stated I think we need to implement a schedule. We have a proposed schedule. We need to start working with it.

Sup. Berube stated we can do an assessment to figure out what is bad and where. We have an idea of the cost per square foot, or meter. We have a rough number of where we have to go.

Sup. Walls stated the money is there. We have it set aside in reserves. At some point we are going to have to decide what to spend on it.

Sup. Kassel stated we should have an A, B, and C level need. Then we can construct our schedule per year after based on it.

Sup. Berube asked Counsel, do you have something to say?

Mr. Qualls responded I say this every year. We recommend the blanks are all filled in before we adopt the motion so you know exactly what you are approving.

Sup. Kassel asked what is the number?

Mr. Moyer responded the number for the operations maintenance budget will be \$1,882,940.

Sup. Berube asked what are the debt funds?

Mr. Moyer responded \$1,004,342.

Sup. Kassel asked for the 2014 Bonds?

Mr. Moyer responded \$1,212,326 for the 2014 Bonds and \$1,074,021 for the 2015 Bonds.

<p>On MOTION by Sup. Kassel, seconded by Sup. Bokunic, with all in favor, unanimous approval was given to Resolution 2017-04 relating the Annual Appropriations of the District and Adopting the Budget for Fiscal Year 2018 and Referencing the Maintenance and Benefit Special Assessments to be Imposed and Levied by the District.</p>
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Mr. Walter asked to your point, would you like to put it on the November meeting in-to Spring? We want to give your engineer time to prepare.

Sup. Berube stated we do not need him to make a special trip. If you are here over the next month or two, and you want to do some alleyway assessments, you can get together with Mr. van der Snel. I now we have been patching alleys where there are danger spots. Maybe a little more attention needs to be paid.

Mr. Walter asked October?

Sup. Berube responded no. November.

Mr. Walter stated I will make sure it is on the November agenda.

Ms. Carlo asked is this is going to happen behind my yard, what happens when the existing trees start growing back?

Sup. Berube asked you are talking about trees?

Ms. Carlo responded yes.

Sup. Berube asked where is this tree?

Ms. Carlo responded it is in my back yard. This is an already existing oak which is cracking the street. Are you going to evaluate?

Sup. Kassel responded it if is your yard, it is your tree to deal with. You can remove it.

Ms. Carlo stated if it is between the road and the garage, I am not going to win here.

Sup. Berube stated everyone likes the thousands of trees that are in this neighborhood.

Ms. Carlo stated it was incorrectly placed.

Sup. Berube stated we will be living with trees and their maintenance requirement forever.

Sup. Kassel stated it is your tree if it is on your property.

Ms. Carlo asked do I have to ask any guy here?

Mr. Walls asked you said you live in the townhomes?

Ms. Carlo stated I live in the townhomes.

Sup. Berube stated you need to talk to your HOA whoever they are. Either Titan or Century.

Ms. Carlo stated Ashley Park HOA bylaws say we have to keep the total.

Sup. Berube stated yes. This is between you and them.

C. Consideration of Resolution 2017-05 Levying the Assessments for the Fiscal Year 2018 Budget

Sup. Farnsworth stated before you take the vote, I have a request of whoever is going to publish the add. Right now it is two pages. There is no reason for it to be two pages. It will fit on one page. Please publish it as one page. If I am smart enough to do it, your people are smart enough to do it.

Sup. Berube stated it is already published.

Sup. Farnsworth stated no. It is on two pages.

Mr. Moyer stated on the website is what I believe he is saying.

Sup. Farnsworth stated when you put it out there for people to call out, put it on one page.

There being no further discussion,

On MOTION by Sup. Kassel, seconded by Sup. Walls with all in favor, unanimous approval was given to Resolution 2017-05 Approving, Assessing, Imposing, Levying and Confirming Special Assessments on and Peculiar to Property Specially Benefited by the District's Infrastructure Project Operations, Management and Debt Payment; Making Certain Findings and Determinations; Equalizing, Approving, Confirming, Assessing, Imposing and Levying Non-Ad Valorem Special Assessments on and Peculiar to Property Specially Benefited by Infrastructure Management to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 190, 170 and 197, Florida Statutes; Providing for Public Hearing by the Board on Propriety and Advisability of Budgeted Infrastructure Management and by the Board Constituted as the Board of Equalization to Hear Testimony on the Assessments on Owners' Property; Providing for Severability, Conflicts, and an Effective Date, was adopted.

Sup. Berube stated while we are on the subject of publishing, on the minutes of this month's meeting, there were some names which were incorrect as being present last month. One was Richard Drunkenmiller as Assistant Field Manager. He has not been on our staff for three years.

Sup. Kassel asked his name was in the minutes?

Sup. Berube responded on this page in the attendance list. The folks listed from Servello and son were listed as James Whitaker and Steve Campbell. I think James Whitaker was here. The other attendee was Keith Campbell. So we had his first name wrong.

Sup. Kassel stated it should have been in the minutes approval. It just dawned on me since we spoke about publishing. How this ever got put in there is beyond, I do not know. Especially with Mr. Drunkenmiller. Someone had to really reach for that one.

Sup. Farnsworth stated I did notice one thing I forgot to bring up. I did pose the question, but nobody knew the answer. Did you request to be William rather than Bill?

Sup. Walls responded I do not think he cares.

Sup. Bokunic stated it does not matter one way or the other. That's a legal name I use, which is Bill.

Mr. Moyer stated the reason I came here is to turn this over to Mr. Walter. I will leave this in his capable hands and wish you a good night. I'll be back. You will see me from time to time as I said.

FIFTH ORDER OF BUSINESS

Subcontractor Reports

A. Servello Landscaping

i. Monthly Landscape Report

Sup. Berube introduce James from Servello and asked his associate to introduce himself.

Mr. Scott Feliciano introduced himself as the Vice President of Operations.

Sup. Farnsworth asked who do you want up first?

Mr. Feliciano responded Mr. Campbell will talk about the work schedule since he is your onsite Sup.. He will handle any work schedule or reports which is being turned in.

Mr. Campbell stated the work schedule tells you exactly what you see there. It tells you the number of cuts you get a year. It tells you starting the in the month of November. It also tells whenever your annuals are installed. It tells you when mulch is put down and when the arborist comes out to do tree care. It tells you about horticulture as in when we do fertilization. It is simple and broken down to let you know which month we are working on any particular project. I know there are a couple of questions like changing a few things. As far as the mulch goes, one month we do the tree beds.

Another month we do the playground mulch. This is up to how you want to handle it. There are questions regarding changing the month or arbor care. It would be up to you based on the verbiage on the agreement.

Sup. Berube stated we have a contract and in general would prefer to adhere to it. However, we have found out that according to our contract, it is not always the most efficient or economical way for you to finish things. We ran across this with some annual flowers we had a few months prior. The contract says you have to put 1,600 of a certain type of annuals. Someone had a good idea a few months back of putting in one gallon container plants which were larger. It worked out very well. They looked nice and lasted a long time. You are the experts. If there is something in the contract which should be changed, tell us. If there are better ways of doing things, just say something. We have had beneficial experiences many times with a change with makes sense.

Mr. Feliciano stated I would suggest adding the perennials in with the annuals. In the last two or three years, we have not experienced any type of winter. It has been very hot and wet. What the nurseries are providing is not working right now. They are all in panic mode. It does not matter what size plant you install, as long as the soil assessments done at least once or twice per year. In most cases this does not happen and the annuals do not work for this reason.

Sup. Berube stated I think there should be good faith between us. The contract has a certain dollar percentage assigned to annuals. I think the Board would generally agree, you swap it on a good faith basis to look nice. As long as the dollars come out close, we are not going to nickel and dime it. We want those planted areas to look pretty. If they last a long time, that is great. You can work out the dollars where you save somewhere else.

Sup. Kassel stated this was the idea and why the annuals were swapped out quarterly. After a period of a quarter, many of them were not looking so pretty.

Mr. Campbell stated these are on a quarterly basis. The only basis should be 14 months year. This is the reason you received a proposal for September to change out the annuals. They would not have been changed out per the agreement until December. We are having issues with what is going out now.

Sup. Berube asked did everyone see the proposal in there now for an immediate change out of annuals for \$1,950? Do you want to handle this right now and give them the okay?

On MOTION by Sup. Berube, seconded by Sup. Kassel with all in favor, the proposal from Servello & Sons to replace 1,600 annuals or qualitative equivalent in the amount of \$1,920 to be done in the month of September, 2017, was approved.

Mr. Feliciano stated the other thing I would like to mention is I noticed on your mulch agreement, we are scheduled to do mulching in November. I have a concern. I live in a large HOA as well. A lot of companies install mulch in the winter time when they can retain employees. They do it typically in November, December and January when you get your leaf flush out. You are pushing weeds out and the last three years we have been getting three pushouts. We started right around November. You get another pushout at the end of December. In some cases it is January or February. When you are removing up leaves to remove you are also removing mulch. In a short period of time you go from looking good to having no mulch again. It is money wasted.

Sup. Berube stated to your point, you probably have noticed, there are hundreds of tree rings with no mulch. Exactly what you just said happened. They mulched during the same period last winter. It was a thin layer of much. When the leaves were cleaned, so was the mulch. Now we have tree rings with no mulch. Weeds and grass are growing in where the mulch used to be. I presume you are going to recommend we change our time to mulch.

Mr. Campbell stated we push up the time of mulch and tree trimming. This way you can trim and thin out the trees, remove the dead branches. If you do get one more flushout, it will not be as much.

Sup. Berube stated I think we need mulch in many areas effectively now. I think the Board will agree with me.

Sup. Farnsworth asked is what you are suggesting going to end up showing up somehow in your schedule here so we can see what you are doing?

Mr. Feliciano responded yes we can schedule around it.

Sup. Farnsworth stated I am hearing words, but I would like to see something written down.

Mr. Feliciano stated yes we can write it down. Right now we are in September. If you start putting out mulch now, you are good for three to maybe four months.

Sup. Berube stated I think the Board will be fine with you putting the mulch down when you think it is appropriate so we get the best life out of the mulch. We saw what happened last year.

Mr. Campbell stated we will change the mulch schedule to reflect.

Sup. Walls asked when do you think the optimal time for this is?

Mr. Feliciano responded you can really tell by the first week or two of January. You can look at your trees and tell if you are going to get another flush. If we try to trim trees, in the middle of January or February, it will prevent it. Right around this time. You come behind with your mulch maybe at the beginning of February. There should be mulch there no from November.

Mr. Berube stated let us back up to the annual proposal we approved a minute ago. When you do work like that, do you have a separate crew to come in and plant those flowers?

Mr. Feliciano responded yes. I run the install crew and the arbor crew as well.

Sup. Berube asked is the mulching done by a separate group of workers as well? Or is it done by existing onsite staff?

Mr. Feliciano responded what we do is use install for smaller mulch quantities. For anything over 60 yards, I bring in the experts, rain or shine. We have a partnership with all of our large properties. They go out and measure the property, put down a schedule which tells you the start and finish. It includes timelines to let you know when they will finish. I think your property is over 1,300 yards of mulch. With a company like that, they should probably finish in two weeks or maybe less.

A resident asked is it only mulched once a year?

Sup. Berube responded yes.

A resident asked can it be pine needles?

Sup. Berube responded no. The pine needles are under the pine trees. Everything else is pine dark nuggets.

Mr. Feliciano stated the only other thing I have are the existing proposals. I did not see the one you had for tree installation.

vii. Consideration of Proposals to Install Live Oak Trees

a. Servello

Sup. Berube stated there are two proposals in the package. It should be pretty clear to the Board members Davey is not doing the tree installation for the sidewalk on Butterfly Drive. We asked Servello and our friend Mr. Rakulich who now owns his own tree company. The sidewalk has barely started. There are two tree options there. Servello is the low bidder or trees which meet the specifications. Do we want to revise the previous Davey approval and assign it to Servello at this point? The other option is to wait for the sidewalk to be completed?

Sup. Kassel asked doe anyone remember what the actual bid was?

Sup. Berube responded it was around \$18,000 and we assigned it to Davey. I argued against putting Davey's name on it because I knew what was coming. We have a quote out there for Davey for about \$18,000. Their proposal is \$18,900 which is \$700 less than Mr. Rakulich's company. We are roughly in the same amount as Davey was. Other quotes exceeded \$20,000. I think I saw one at \$40,000. They were way out there. We have an approval which is not going to happen anymore.

Sup. Kassel asked I would like to ask our attorney, or our manager, what is the appropriate verbiage to use to amend the previous vote to reflect this new proposal? Do we just make a motion to throw out the previous vote and to accept this proposal from Servello instead? What is the appropriate way of going about it?

Mr. Qualls asked did the Bard approve moving forward with Davey?

Sup. Berbue responded yes. We approved a proposal for trees for the butterfly sidewalk project for roughly the same amount of money. We approved the installation and assigned it to Davey. Davey is not here anymore. Budgetarily, this works out to be the same amount of money. I think we cancel the previous approval.

Mr. Qualls stated I have not seen any sort of contract with Davey. Typically the way this works is, whoever was one on the prevailing side of the motion, whoever made a motion to go with that, can now make a motion to reconsider, then make a determination

on that. Once it is out of the way, you move forward on what you want to do from there.
Does that make sense?

Sup. Kassel asked it have to be approved and then we vote on it?

Sup. Berube responded we are rescinding the Davey contract award.

On MOTION by Sup. Kassel, seconded by Sup. Berube with all in favor, to rescind the contract previously awarded to Davey Tree Expert Company for the trees for the Butterfly Sidewalk Project, was rescinded.

On MOTION by Sup. Kassel, seconded by Sup. Walls with all in favor, a proposal in the amount of \$18,900 for installation of 35 Live Oaks of three inch caliper from Servello & Sons, for the Butterfly Sidewalk Project was approved.

Mr. Campbell stated the tress are actually taller than you specify. Mine are 14 or 15 feet.

Sup. Berube stated we gave them the engineering drawings and I think I saw pictures.

On VOICE VOTE, with Sup. Berube, Walls, Farnsworth and Kassel voting aye, and Sup. Bokunic voting nay, the prior motion was approved as dicussed.

Sup. Berube asked you understand we are not ready to go with these trees yet, right? He will be coordinating the sidewalk with you.

Ms. Carlo asked when are the trees going in?

Sup. Berube responded after the sidewalk is in.

Ms. Carlo asked when is it?

Sup. Berbue responded in six months.

Ms. Carlo asked is the contract valid until the tree is cut?

Sup. Berube responded yes. They are going to be here for a long time.

Ms. Carlo asked are the trees under warranty?

Mr. Campbell responded yes. We typically warranty trees for a year. Obviously there is going to be irrigation coming in, which we do no control.

Sup. Berube stated construction begins next week. I think we have a 78 day time-frame for the construction of the sidewalk. You can probably figure about three months from now.

ii. Consideration of Proposal for Sod Installation

This item was tabled to the next meeting.

iii. Consideration of Proposal to Install Turf on Athletic Fields

Mr. Feliciano stated the last two I have for you are turf proposals. Before I go into those proposals, again my professional opinion, I think you need to wait. It is too hot right now and it is the rainy season. Fungus are very active right now.

Sup. Berube stated let me interrupt you. You know this meeting is running long now. We have to discuss what we are doing with Davey. I agree let us table the turf until next month. We have all seen it and it is fine.

Mr. Feliciano asked you have the photos, correct?

Sup. Berube responded yes we have the pictures.

Sup. Farnsworth asked do we need to review the photos?

Sup. Berube responded no. Mr. van der Snel is very impressed with your drive. I realize you hire staff from the previous contractor. It seems they work better for you than they did for the previous contractor. For the Board's edification, Mr. Rick Mansfield no longer works for Davey. He was relieved of his duties approximately three weeks ago. Residents are saying you are doing a good job. I am looking around and I see crews, and white flag markers. Mr. van der Snel says he is happy and you are responsive. If you keep going like that, we will not have any more meetings like we had last month.

Mr. Campbell stated there are a few trees which need to come down due to their rapid decline.

Sup. Berube stated we are aware of them. We have seen your report. If you would, do a general assessment of trees. If there is an emergency which needs to be addressed, we need to know, maybe an A, B, or C level. We will probably look to do a heavier than normal tree pruning this winter. We will request two to three different

proposals, for the outer areas – Five Oaks, Cat Briar, School House and maybe we include the outer ring of Dark Sky. All the trees on those roads have what I think they call a Class 1 pruning, the inner streets, and in front of all of the houses. Many of them are new and may not need a lot of pruning. There are other trees which will need pruning. We will look for an outside and inside, and then a combined quote. When would you suggest we prune these trees in regard to timing?

Mr. Campbell responded I have it probably targeted for January.

Sup. Berube stated the time-frame for those quotes should be October or November for those prices.

Mr. Feliciano stated I recommend anything which needs to come down are addressed since they have expanded the tree list. It is going to make you and the residents happy with the Live Oaks and Laurel Oaks on property. They expanded to Japanese Blueberry trees. I will send photos to you. They are great trees which do not get too big.

Sup. Berube stated you are the experts. We absorb all of this to try and make the right decision. Sometime we get it, sometimes we do not. Tell us what we need to do and we are happy.

SEVENTH ORDER OF BUSINESS

Staff Reports (Continued)

B. Attorney (Continued)

Mr. Qualls asked do you mind if I move something on my report up to now since it involves Servello? It is very minor.

Sup. Berube responded not at all.

Mr. Qualls stated if you recall, we had a storage compound agreement with Davey. We are working to get it to the Servello team. It is essentially a storage for equipment. The land happens to be owned by the developer. The developer does an agreement with the District to use the land. We will get it to your team.

Sup. Berube stated the agreement means, do not make a mess, do not leave oil on the ground, etcetera. It is a standard usage agreement and does not cost any money.

i. Update on Davey Tree Punchlist Items

Sup. Berube stated we have held all payments to Davey.

Sup. Kassel asked with regards to all of these amounts shown plus all the amounts provided by Servello, is the combination above or below what we were invoiced from Davey?

Mr. Qualls responded they are probably very close to what we were invoiced. We are going to offset virtually everything we owe them. We have to be careful. There may be bills included pertaining to authorized work which was done. There may have been some small amounts for clean up after the storm. I have not seen all the invoices, but I was going there next. The Board authorized me to negotiate with Davey last month. I do not think there has been any negotiating yet. I also do not think there has been a payment from Davey, has there?

Sup. Walls responded yes do we do have invoices.

Sup. Berube asked we have invoices but they have not requested a payment yet? It appears no one has picked up the phone to ask where is our money is.

Mr. van der Snel stated he received a call from Davey.

Sup. Berube stated Counsel what I would like to do is to ask Severn Trent to email me all copies of the invoices. Using the documentation from Servello for damaged sod, the turf field, and punchlist. I will put together a cost to repair damages left by Davey. I can then compare it against the invoices. I will let you know those numbers. We will come to an agreement, send it to Mr. Walter, so it is defensible by you, based on the payment we are going to send to Davey. Does that work?

Mr. Qualls responded yes. I will read what the contract say. The contractor shall be entitled to payment for all work rendered. This is upon termination of the agreement. Davey shall be entitled to payment for all work rendered, subject to whatever claims or offsets the District may have against the contractor.

Sup. Berube stated we have offset rights.

Mr. Qualls stated that is right. I do believe you want to make that payment because you are under law. The government has to pay on time. You just withhold any offsets. I make the assumption Davey will come back and dispute it. It is important to get them a communication outlining your punchlist with citings. We will advise this will come from us. Not all of the information on the numbers, just the letter.

Sup. Berube stated the reason I bring it up is because Mr. Svozil from Davey requested he be told where the deficiencies are and give them a chance to fix them. We tried with the weed. Ten days after his staff sprayed RoundUp on the weeds, he told us the weeds must have grown since they vacated the property. He is saying between the time they left and Servello started working, all those weeds grew. In his email, he said he is not going to spend any more money treating weeds. They did a lousy job on the sod which went in on H1. They sent the person who installed it to come back out with a roller to flatten it out. Whether it survived or not, we will see. Davey has become non responsive. This request of his to negotiate back and forth, and give him a chance to fix, is done.

Mr. Qualls stated this is not what the contract says.

Sup. Berube stated this is what he requested. We did not have to do it. We tried to do it his way and be nice. The response was we are done and out of there.

Mr. Qualls asked do the photos show the weeds were in place? You took pictures right before the meeting when Davey was still here.

Sup. Berube stated here is a photo. You can see the time date on the bottom, August 11, 2017. Weeds growing in. Click the next one. We sent pictures of weeds like those to Mr. Svozil and he said those all grew in the 10 days after they left. The tree ring grew in within 10 days according to him.

Mr. Qualls stated the picture was taken before they left.

Sup. Berube stated no. We took pictures after they left. Before they left they sent Central Florida Sod to spray the weeds with RoundUp.

Mr. Qualls stated we do have pictures which were shown at the last meeting.

Sup. Berube stated those are before and these are after. The majority are in the same spots. What I am telling you is they did not fix anything. A photo was shown after they attempted to fix the soccer field. This is where they patched it after with irrigation and rain a few days after it got put in. This is the 11th and it got put in on the 4th or 5th. The bottom of the corner is a close up of the brown, brand new Celebration Bermuda they put on the field. The idea here is they did not fix much. This is at the Neighborhood F park. The grass is all dead. This is a close-up of what it looks like. There are 52 photos like this. There is very little dispute.

Mr. Qualls stated I will send the letter over with the final payment, if there are any additional payments to be made after the offsets.

Sup. Berube stated I expect there not to be much. Mr. Walter, will you be able to get all of the bills to me tomorrow?

Mr. Walter responded the email was already sent.

SIXTH ORDER OF BUSINESS

Developer's Report

Sup. Berube stated there will be no developer representative here tonight. I will say the letter which went to the developer took a little longer than anticipated. They have not yet had a reasonable time to say yes or no to taking the fountain out of the pond. We have to give them a little more time since this is pretty fresh. It slipped by several of us, but is handled now.

SEVENTH ORDER OF BUSINESS

Staff Reports (Continued)

A. Engineer

Mr. Boyd stated I have two things to report on. The first one is the swale for Ms. Rodenhizer. I did not go out to look at it after we spoke last month. There were two attempted meetings with the contractor and we each wound up cancelling one. We did meet there today and looked at it. He agreed absolutely it needs to be fixed. He will get back with me on when he is going to do it. Fortunately, it is drier than when I looked at it the first time which makes it easier to trim. He is going to fill the low area in and bring it up so it drains to the inlet adequately. He will re-sod it. I do not have the exact time frame right now. I anticipate it being done by the next meeting.

Sup. Berube stated for the folks in the audience, this is all part of the drainage which was revised several times in Neighborhood F, across from the school in Cherry Hill. There have been several concerns after heavy rains with water rising, not draining, not getting to the pond fast enough. We have been looking at it. Several modifications were made to ensure adequate drainage. This was all developer funded. I think these repairs will remain on the developer's nickel. The developer is living up to their agreement of taking care of their drainage issues. We are making sure we do all of it in a timely manner because of the pending developer change which is coming.

Mr. Boyd stated the other item I have relates to SWFWMD, which has been auditing their permitting files to go all digital. I received a notice they were missing some of the official documentation stating the CDD is maintaining some of the ponds out here. These must be old since the CDD has been maintaining the ponds since being completed and certified. The District is saying they do not have the paper which says the District is maintaining the areas. I will distribute the list we are talking about. You might be surprised at how old some of these are. They are looking at us to get them the forms. I am certifying the District is maintaining the permit. What is listed is the name of the permit. You are not certifying to maintaining the land. It is saying the drainage pond serves this area and being maintained by the District, which they are. The ones on the list, for the benefit of the record, Birchwood neighborhood B and C, the first two neighborhoods built.

Sup. Berube asked does this require any action from the Board?

Mr. Boyd responded the Chairman's signature on the certifications stating the District is maintaining these areas drainage ponds. I have them to leave with you and get later, or sign after the meeting. It is a one page form for each one of these.

Sup. Berube stated this is routine for each time we take over a pond.

Mr. Boyd stated with the transitions from the firms, these were originally done by one company, then we switched to another company. When I started this firm, we did not have all of the original files. I am a little surprised these were not done to the District. I do not have any way to go back and research the hard copies.

Sup. Farnsworth asked does the firm still exist? Does the developer still have contact?

Mr. Boyd responded Woolpert still exists, but the firm who originated the documents does not. Those files are filed in a warehouse owned by Woolpert who will not dig those files out for me.

Sup. Kassel asked what is the proposal?

Mr. Boyd responded perhaps if I can get the Chairman's signature stating the District is maintaining these ponds to satisfy the District.

Sup. Farnsworth asked does it include all of the ponds in the neighborhood, not by number?

Mr. Boyd responded yes. Birchwood B and C has two ponds. Neighborhood D1 is part of a drainage system which goes to another pond. Lakeshore Park is self explanatory. Neighborhood A-1 drains into the golf course infrastructure which again those ponds are maintained hydraulically by the CDD. The 500 turnline is part of the entrance.

Sup. Farnsworth stated I want to know was whether the ponds, either by your numbering scheme, or Mr. van der Snel's, need to be identified.

Mr. Boyd stated the District is only looking at the permit numbers.

Sup. Kassel asked we do not need to vote or anything? He just needs to sign them?

Mr. Boyd responded I do not believe so. I believe this is all I have for the Board. Mr. van der Snel already mentioned the contractor for the sidewalk had a few questions which we answered.

Mr. Walter stated Mr. Boyd please make sure I get a copy for the record.

B. Attorney (Continued)

Mr. Qualls stated unless there are questions, I think we covered everything I had. The one thing out there is the final buyout approved by you for O.U.T. All of it has been submitted to O. U. T.

Sup. Berube stated the agreement is out there but, we have not written a check yet.

Mr. Qualls stated the ball is in O.U.T.'s court. All of it is subject to the O.U.T. review. We have sent everything.

Sup. Berube stated based on prior timing, they are probably going to do it this month and can get it done this Fiscal Year.

C. Field Manager

- i. Facilities Maintenance**
- ii. Facilities Usage**
- iii. Facebook Report**
- iv. Pond Report**

These monthly reports is contained in the agenda package and are available for public review in the District office during normal business hours or on the website.

v. Estimate from Florida Site & Seed, Inc. for Additional Inlet Protection Work

Mr. van der Snel asked if there are any remarks or concerns on my reports?

Sup. Berube responded the only one is on Florida Site and Seed additional inlet protection. I think you got the inlet protectors donated.

Mr. van der Snel stated we are going to borrow them.

Sup. Berube stated we are borrowing them from one of our builders. This saved us \$1,250. Inlet protectors are the black corrugated pipe that go in front of the storm drain. The contractor wanted \$250 a piece for those. Mr. van der Snel asked one of his friends and was able to borrow them. Now this is done, the location problems will be squared away.

Sup. Kassel stated I have a question about the ponds. I want to make sure everything is being done to get rid of the hydrilla and prevent it from spreading into both lakes.

Mr. van der Snel stated we did a follow-up treatment yesterday. We are being coached by the manufacturer. It is an expensive process. You will see it next month. It is moving. Our concern was it was showing it was dying on top, but not on the bottom which is why we did a follow-up treatment yesterday.

Sup. Kassel asked when will you know if it was successful?

Mr. Van der Snel responded they told us it takes two weeks. Two weeks ago we applied the treatment. We want to be sure we are doing the treatment as a follow-up as the manufacturer advised us to do. It is a tough weed.

Sup. Kassel asked will you follow up in two weeks?

Mr. van der Snel responded yes.

Sup. Berube stated I did a little reading on it. If chemicals do not work, you have to dive and pull it. I guess we are not at that stage yet.

Mr. van der Snel stated you cannot rake it out because it will break off.

Sup. Berube stated this is why you have to dive and get it and prevent seeds from floating off.

Mr. Walter stated they are knocking out the hydrilla which needs to be done. Do not be surprised when the lake flips on you. All of this dead material, about two or three

months later, you will have a water quality problem in the lake. It will take a while to get back to a new sense of equilibrium. Just so you are aware this will probably occur.

Sup. Berube stated we have been dealing with the ponds around here for a long time. It is a living organism and it changes. We get it and appreciate your insight since coming from a place which does a lot of water work.

A resident asked about consideration of the tree replacement on Butterfly.

Sup. Berube responded it has already been determined.

Sup. Kassel stated the County requires us to position the trees 40 feet apart.

Sup. Bokunic stated the other side of it is not how far apart, but how far along the sidewalk.

Sup. Kassel stated the CDD's property is very narrow. It is going to be on the curbside of the sidewalk. We have a limited amount of room there to play with. We are going to try and set it back as far as possible from the sidewalk. The County also required us to put in a certain type of tree. We are doing what we can with the limited options we were given.

Sup. Berube stated we hired a landscape architect who has done many plans for the developer. He already understands the ins and outs of Harmony. He designed it to look like the rest of Harmony and the County standards.

vi. Consideration of Proposals for Resurfacing of Pools
b. Paradise View Enterprises

This item was tabled to the next meeting

EIGHTH ORDER OF BUSINESS

**Consideration of Use Application
from Harmony Community School
for Learn to Swim Program**

Sup. Berube stated I think the manager already signed off on this.

Sup. Walls stated the time frame says August, but she changed it to September. It is going to be 11, 12, 14, 15, 18, 19, 21 and 22 of September.

Sup. Berube stated I think this got put on here for notification to the Board because it is routine we have allowed the school. For the audience, the community school requests ever to allow lets their kindergartners and first graders join the Learn to Swim Program. The pool has to be closed to others during this time for eight consecutive

mornings for three hours each lesson. It is a nice community project and we are glad to let them do it.

NINTH ORDER OF BUSINESS **District Manager's Report**

A. Financial Statements for July 31, 2017

Sup. Berube stated we had a weird couple of invoices which I asked Ms. Burgess about. Some small amounts of money to Labor Staffing Incorporated. We had some weird invoices last month as well.

Mr. Walter stated they need to be removed and will be removed from the check register.

Sup. Berube asked how do they get this addressed to Harmony CDD?

Mr. Walter stated I had a similar question of how they got there in the first place. Your collections starting with July are in good shape starting at 103% and your expenditures are also doing well at 84%.

On MOTION by Sup. Kassel, seconded by Sup. Walls with all in favor, the financial statements for July 31, 2017 were accepted.

B. Invoice Approval #208, Check Register and Debit Invoices

Mr. Walter stated this brings the point to the Chairman's comment regarding Labor Staffing and I looked in to it. He is correct and it will be removed.

Sup. Kassel stated Shop Marketplace is a new insurance provider.

Sup. Berube stated Mr. van der Snel asked us about two months ago to switch from Blue Cross/Blue Shield who became not responsive and inflated their rates. I do not think he knew the name of the provider at the time.

On MOTION by Sup. Kassel, seconded by Sup. Walls with all in favor, Invoice approval #208 from the Check Register subject to the removal the invoice from of Labor Staffing, was approved.
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C. Fiscal Year 2018 Meeting Schedule

Sup. Berube stated before we approve this I want to address someone calling regarding staffing. They may have spoken to Ms. Jennifer Abramson for scheduling of

meetings, but she will no longer be working here as of September 10, 2017. Whoever is calling Jennifer to make these arrangements, should probably call her to find out who is the new contact. The contact needs to be made so we do not run afoul on this meeting schedule. She will also need to know our need to have this room reserved for the next 12 months. We will have to follow it closely with the change with developer, there may be further changes in this building which could affect the meetings. The contact still needs to change from Ms. Abramson to whoever her replacement is.

Mr. Walter asked what are your thoughts on the alternative? It is kind of a big issue to throw out there.

Sup. Berube stated I think the new developer shut down this room, or this building. I doubt it. It is a matter of keeping in contact with whoever is in charge.

Sup. Kassel stated they will probably be in contact with Ms. Sambuca.

Sup. Berube stated Ms. Sambuca is leaving. I am just making you aware so we do not show up next month and the room is not here. We say we approved the schedule and they tell us we cannot use the building. We have a gentleman's agreement with the people here for use of this room at no cost. Contact is important.

Mr. van der Snel stated in line with this, I have arranged the ballroom for September 14th. However, there is also an HOA Board meeting here at 6:30. I suggested to Ms. Abramson, maybe you can start at 5:30. We can split up the room, but then you have the noise of the HOA. It is up to you if you want to start at 5:30.

Sup. Farnsworth asked does it have to be on the 14th?

Sup. Berube asked the HOA Board meeting is typically at 7:00 though, right?

Mr. van der Snel responded she said 6:00 to 6:30.

Sup. Berube stated they have the other room over there, the Board meeting or the HOA may be better served in the tack room. I would not anticipate a huge crowd, but we will find out.

Mr. Walter stated at the point, we are going to need to advertise the meeting.

Sup. Berube stated let it go to the 14th. The time is 6:00 p.m. Do not change it.

Mr. Walter stated I think we will be through the meeting pretty briefly if we get the information in advance.

Sup. Berube stated there is going to be a big push from the developer's attorney. There is more to it when you hear it about it. When we get all of the documentation you will see.

Mr. Qualls stated not to belabor the point, I have a big presentation.

Sup. Berube stated I understand. We can probably shut it down pretty quickly, but we need to be informed. With regards to the Fiscal 2018 Year meeting schedule, this mirrors what we have done in the past. I did not look at it.

Sup. Farnsworth stated you have a problem with December 28th.

Sup. Berube stated November and December have typically been moved ahead of the holiday. On this schedule, they have pushed it behind.

Sup. Farnsworth stated no. They pushed it to the middle. That is no good.

Sup. Berube stated no, they put it after holidays. November meeting has typically been around the 17th or so as has the December.

Sup. Kassel stated I think the 30th is fine or we can move it to December 21st.

Sup. Berube stated the 30th of December is New Year's and New Year's Eve.

Sup. Kassel stated no. November 30th and December 21st.

Sup. Farnsworth stated one question. I notice the Severn Trent number listed here is totally different than it ever has been listed before. This number also does not appear on the website. Where did this phone number come from?

Sup. Berube responded Coral Springs.

Sup. Farnsworth stated I am not debating that, but it is not a Coral Springs number we have ever seen before. This is why I am asking. Is this a totally new number?

Mr. Walter responded it may or may not be, but the point I guess is to make sure it is correct for this purpose.

On MOTION by Sup. Walls, seconded by Sup. Kassel with all in favor, the Fiscal Year 2018 meeting schedule was approved as amended, to change the December 28, 2017 meeting to Thursday, December 21, 2017 at 6:00 p.m.
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D. Consideration of Engagement Letter for Arbitrage Rebate Services for the Series 2014 Capital Improvement Refunding Bonds

Mr. Walter stated for the audience benefit, Arbitrage Rebate Service is a determination the money held in escrow in other accounts does not generate revenue. The CDD is not making money off of its debt.

On MOTION by Sup. Kassel, seconded by Sup. Walls with all in favor, the Engagement Letter for Arbitrage Rebate Services for the Series 2014 Capital Improvement Refunding Bonds was approved.

E. Acceptance of the Arbitrage Rebate Report for the Series 2014 Capital Improvements Revenue Refunding Bonds

On MOTION by Sup. Kassel, seconded by Sup. Walls with all in favor, the Arbitrage Rebate Report for the Series 2014 Capital Improvement Revenue Refunding Bonds was approved.

TENTH ORDER OF BUSINESS

Topical Subject Discussion

Sup. Kassel stated there was a discussion which took place last month when I was not here. There was a change in the format of the minutes. I think you all know from Mr. Moyer, it came by way of Ms. Burgess and not by me. You did not ask for any examples or evidence to support Mr. Farnsworth's contention. There was a request in the minutes from Mr. Moyer for his experience. I asked him about it. He said the simple answer is in the 44 years I have been doing this, on the hundreds of CDD Boards I have served, nobody has ever made an issue of what title was used for a Sup.. The staff of our CDD manager, was the one who suggested it. The Board decided on their own volition it was correct without question. The CDD Manager had been the one who suggested it originally.

Sup. Berube stated the minutes do not accurately reflect what took place. Mr. Farnsworth did offer some backup documentation. The bottom line is what you want to do is return to the minutes to reflect your Doctor salutation.

Sup. Kassel stated no. I am requesting the minutes reflect the title Sup. for each of us. This way we are complying with Sup. Farnsworth's contention the minutes should reflect our roles as Sup.s.

Sup. Walls stated it did not make it into the Minutes, but I said I did not care what you call me. The reason I voted for it is because I do not care. I am fine with it.

Sup. Berube stated if we are going to Sup., why not go to Chairman, Vice Chairman and Sup. if we are going to get technical? For the existence of the CDD, it has been Mr. and Ms. without an issue. One small change came up. It got noticed and discussed.

On MOTION by Ms. Kassel, seconded by Mr. Walls with all in favor, the preferred title for each Board members is Sup..

Sup. Farnsworth stated in making this change to Sup., we get on board with it and do exactly what you said.

Sup. Kassel stated the vote was for Sup..

Sup. Berube stated when I first saw it, I thought it was okay. I did not care, like Sup. Walls. You brought it up last month. To tell the truth, I thought it was getting a little deep, and I did not want to spend more time on it. We did votes last time and this time. From now on it goes Sup..

Sup. Farnsworth stated I wanted to ask Sup. Bokunic, did anyone ask anything further on the issues about the guardian identification on the Power of Attorney for pool use? No-one in the audience was here for the subject.

Sup. Berube stated the lady showed up in an HOA meeting a couple of weeks back. We told her she was at the wrong forum. We told her to come to this forum, which she agreed to attend. She did not attend.

Sup. Farnsworth stated the other thing was the policy manual. Are we going to have a workshop on it?

Sup. Berube responded please add to next month's agenda a discussion of policy and scheduling a workshop. I will just make a note and we will handle it. We will probably schedule a workshop for October for it. It needs to have some time spent on it.

Sup. Kassel stated I have a work obligation at the end of October and will not be here.

Sup. Berube stated you can send your notes to the Manager.

Sup. Kassel stated I already did.

ELEVENTH ORDER OF BUSINESS Sup.s' Requests

Sup. Berube stated we handled Sup.s' Requests in topical subject discussion I presume.

Sup. Bokunic stated I want to give thanks to Mr. van der Snel for the responsive and great work he is doing, which is being responsive to residents' needs online, going above and beyond, and it is being noticed. It is being commented on. We just really appreciate it and thank you for the good work.

Sup. Berube stated for those who do not know, we have a Field Services group here of five people. All five of them are residents. They are ably led by Mr. van der Snel. These people do the work it takes to keep this place looking pretty, all of the incidentals. They perform all of the unseen work to keep everything appearing clean. They do a good job and work seven days a week from sun up to sun down. If you see them, say thank you. If they look hot and sweaty, give them a bottle of water.

Sup. Kassel stated I have a suggestion. I do not remember how many billions of water bottles end up in the oceans and rivers. I wonder if we can go with large thermos type containers they keep on their trucks filled with ice.

Mr. van der Snel stated we tried it. We found we can get ice here until they did not allow us to do so anymore. We do not have an ice maker and then switched to bottles. We do recycle the bottles. I have a recycle bin at the office and encourage staff to use them.

Sup. Berube stated I understand the problem with adding plastic to the environment, but we seem to use a large amount.

A resident asked about how to get information regarding the missed topics of the meeting since he arrived late.

Sup. Berube stated you can attend the next meeting or find the recorded minutes online. You may not find all of the itemized information, but the minutes address things which are germane to the content.

Mr. Qualls stated we rely on documents which have been in the public record for a decade. We usually summarize those. They will be in the public record.

Sup. Berube stated everything is public which we do. If you want to see what they present, it will be on the agenda which is published at the same time as the minutes prior to the meeting after the date.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Sup. Kassel, seconded by Sup. Berube with all in favor, the meeting was adjourned.
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Chuck Walter
Secretary

Steven Berube
Chairman