

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 30, 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	Chairman
Ray Walls	Vice Chairman
Kerul Kassel	Assistant Secretary
William Bokunic	Assistant Secretary
David Farnsworth	Assistant Secretary

Also present were:

Bob Koncar	District Manager: Severn Trent Services
Tim Qualls	Attorney: Young & Qualls, P.A.
Steve Boyd	District Engineer
Gerhard van der Snel	Field Manager
Scott Feliciano	Servello & Sons Landscaping
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

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

Supv. Berube called the roll and stated a quorum is present for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

The record will reflect Supervisor Bokunic has joined the meeting.

Supv. Berube stated: Mr. Tyler Hornak is an Eagle Scout and brought to the Board several months ago a project called a Little Free Library. The idea is the Little Free Library is stocked with books that people can take out read, return and add to. I think it is a nationwide project. As part of his Eagle Scout project Mr. Hornak offered and asked for permission to place one on Harmony CDD property. He is here tonight to discuss his project and this is the artist rendering of what he is going to build.

Mr. Tyler Hornak stated: Since the last time I was here I talked with Supervisor Kassel and we have discussed design features and location. We talked about using four posts as opposed to one and having an extension over the roof to cover the door. One of the big things we talked about was

location. We talked about the lot across from Harmony Middle School and that is where I placed the image. We like this area because it is close to the school and the kids will be able to access it easily and have good lighting at night. I am here to see if you want to move at this stage of the design and location for the Little Free Library.

Supv. Walls stated: I want to say awesome work. I wish we got designs and plans that looked like this for everything we do. It makes it very easy; you can see what is going on and how big it is. I, for one, am going to support it because you did an excellent job. Supervisor Kassel I appreciate your help in getting it worked out.

Supv. Kassel stated: That park is just a blank space now and this would be an asset to the community. In his proposal he was talking about fundraising for a couple of Adirondack chairs. I think it would be a nice addition to the community to have the park used for something.

Supv. Berube stated: I like the Adirondack chair idea but I do not know if we have had any of those. I was thinking one of the benches we typically use in other areas.

Supv. Kassel stated: They are a lot more expensive than two Adirondack chairs. If the Scouts are fundraising that is \$1,200 as opposed to \$400.

Supv. Berube stated: I was thinking as a CDD improvement to the area. It is something to consider. You can raise your funds but maybe before we decide to put in the Adirondack chairs we put in a bench or two. I have not seen the scale but I do not think it would look bad.

Supv. Kassel stated: There is plenty of room.

Supv. Berube stated: You have two sidewalks there so it would be a matter of pouring a pad and bolting the bench down; we have done that before at minimal cost. The big problem is the cost of the bench but I think it would fit better than a couple of chairs. I am all for moving forward with this and if you want to raise your funds for the Adirondack chairs go ahead but once this is up maybe we will have another discussion as to whether we want to float the funds to put in a couple of benches.

Supv. Kassel stated: We could add to your funds improving it to benches which are consistent with what we have in the community and probably more durable than the Adirondack chairs.

Supv. Berube stated: We will probably add a trash can at the same time because wherever people gather you have trash.

Supv. Kassel stated: But no doggy pots.

Supv. Berube asked: Are we all in agreement to have him move forward?

The consensus of the Board is yes.

Mr. Hornak stated: The next step for me is to get approval from the Eagle Scout Board. I am looking to install in the January timeframe.

Supv. Berube stated: Thank you for handling that Supervisor Kassel. It is really good looking and a nice job.

A resident asked: Who is responsible for cutting trees back so we can see stop signs?

Supv. Berube responded: The CDD is and there is a proposal in the agenda package tonight for a massive tree trimming throughout the entire property; likely to happen something this winter.

Supv. Kassel asked: Is the County required to trim trees back so they do not block the ability to see signs clearly?

Mr. Boyd responded: I am not aware of a County requirement to do it. If it is clearly a County right-of-way I would expect it to fall in what they need to do. It is a bit complicated here because the landscape tract is a CDD tract and the County right-of-way stops at the back of the curb.

Supv. Walls asked: Would that not fall under the ten foot requirement that is part of the standard contract?

Supv. Berube responded: Yes, in the main areas. The inner areas are problematic and that is what the proposal is for - to trim all of the inner and outer areas and that would clearly get them back from stop signs and streetlights.

Supv. Walls stated: So it depends on where you are asking and whether it is a standard service or something we have to do extra.

Mr. Boyd stated: I would be hesitant to encourage you to lean on the County to do it because you might not be happy with what the County does.

Supv. Berube stated: The proposal is for them to do the inner streets and at the same time go around all the outer streets to do a heavy trimming on them under the contract. The end result is, if we approve it, every tree in the service area will get trimmed. We will make sure they get trimmed back at all the stop signs and streetlights. The answer is we are getting really close to taking care of it.

A resident stated: A couple of meetings ago my husband had brought up the corner at the back of our lot where the garbage truck takes out the corner. Was the engineer or anybody able to go check it out?

Supv. Berube responded: Are you in Neighborhood G?

The resident responded: flower.

Mr. Boyd stated: I still need to do that; I have not done that yet.

Supv. Berube stated: There is another proposal coming up tonight for alley paving. In the alleys in Ashley Park there has been a similar problem and we are contemplating having the repave include putting up bollards at the corners where the garbage trucks cut and damage the property. In response to your question what I thought we would do is put in the bollards and take some pictures of them. They will be a steel pole painted bright yellow with a nice cap on them set in concrete. It will probably be two per corner. My thought was you could look at them and make the decision of whether you want them installed on your property.

The resident stated: We have approval for a fence. We are going to angle the fence at the corner so they do not take it out but something needs to be done. You said Ashley Park?

Supv. Berube responded: They are going to be in Ashley Park where the townhomes and condos are. There will be four of them, so you could see what they look like and make a decision. It is a minimal amount of money to stop the problem. We get into the issue of is there room there, is there an easement, is it your property, is it CDD property.

The resident stated: That is why I was wondering if anybody was able to come out.

Supv. Berube stated: We have not gotten that far yet.

Mr. Boyd stated: We looked at this same area a few years ago and the radius there is sufficient but what happens is they are taking as much room as they want to make the turn. I think the bollards are probably the right solution.

Supv. Berube stated: The bollards are a possibility and if we approve it that will take place over the next six weeks or so.

The resident asked: If we can up with something else can I propose it?

Supv. Berube responded: Yes. I can tell you we have been down this road multiple times. People have tried small stakes with rope, concrete blocks, reflectors and nothing works other than real steel.

The resident asked: Do they have to be painted yellow?

Supv. Berube responded: You want them to see them. It is not just the garbage trucks; there are other folks who drive around. The generally accepted standard for roadside obstructions is generally yellow. That is what we are thinking about doing and part of it has not happened yet. The other part is we have something in the plan.

A resident stated: Just a question in regard to the Eagle Scout project. I know you mentioned you would like to have a bench there. I am one of the leaders of the Girl Scout Troop here and the

girls had brought up wanting to do a friendship bench somewhere in Harmony. Would the CDD cover the concrete pour part if the Girl Scouts covered the bench cost? I wanted to ask before I brought it to the Troop.

Supv. Kassel stated: If we are going to pay for one ourselves why wouldn't we.

Supv. Berube stated: There are benches that we use and we would like to stay uniform. There is a proposal here tonight for benches and trash cans. The bench we use is a recycled plastic product with wrought iron arms. They are fairly expensive. How much were you contemplating paying for a bench?

The resident responded: We were hoping it was something the girls could write friendship bench on or have a plaque stating it was donated by the Troop.

Supv. Berube stated: The bench price, depending on the size, range from \$462 to \$755.

The resident stated: The cheaper one.

Supv. Berube stated: That would be a 48-inch wide bench. If you have seen the benches around the walkways and in the parks, that is the style of bench. I would say if the Troop wanted to donate that the Board would not have a problem.

Supv. Kassel stated: You can have it emblazoned unless you wanted the girls to do something. I am not sure how durable it would be.

Supv. Berube stated: I think in general the Board would be okay with providing the concrete base for it. It would be a nice tie-in to the Boy Scout project. What is your timeframe?

The resident responded: I do not know; I will have to talk to my co-leader to let her know the price range. We will go from there to see how we can plan a fundraiser for it.

Supv. Berube stated: We are back here on the 17th and we will take it from there.

A resident stated: I just moved from Pennsylvania so I am new at this. What does the CDD cover in the South Lakes area? Where is your jurisdiction?

Supv. Berube responded: In your area the CDD manages the landscaping in the public areas of the lakes. It is largely, the areas surrounding the ponds and coming up the bank ten feet or so. There is usually a ring of trees around the top of the pond and lakes. There is some minor grass cutting in there.

Mr. van der Snel stated: Behind the mailboxes and two other areas that we mow that gives us access to the ponds. If you see a sidewalk that has nothing behind it, that is CDD.

Supv. Berube stated: along east Five Oaks Drive the berms are all CDD maintained to include the sidewalks as well. It is not physically in the neighborhood but fronting it.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. October 26, 2017 Regular Meeting

Supv. Berube asked: Comments, concerns, or questions?

Supv. Kassel responded: I sent about 15 or so corrections to the CDD Manager's office. I assume they will be integrated.

A MOTION was made by Supv. Kassel to approve the minutes of the October 26, 2017 meeting as amended.

Supv. Berube stated: I want to make sure Mr. Koncar is aware of that. There seems to be many things that go on at Severn Trent lately that Mr. Koncar may not catch.

Supv. Kassel stated: If you want to take a quick look; there is nothing major.

Mr. Koncar stated: If I can keep this I will just make it part of the record.

Supv. Kassel stated: You can keep the first page.

Supv. Berube asked: Did you send it to Mr. Koncar or somebody else?

Supv. Kassel responded: I sent it to Ms. Mona Slaughter.

Mr. Koncar stated: If she has it we will pick it up from there. If you will, make the motion to approve as amended.

Supv. Bokunic seconded the motion.

Mr. Qualls stated: At the top of the page on page six it states Mr. Qualls stated I do not think administratively it is a problem. I believe that may have been Mr. Walter. I do not know anything about the administration of the website.

On VOICE vote, with all in favor, the minutes of the October 26, 2017 meeting were approved as amended.

Ms. Kassel asked: Before the Landscape Report shouldn't we have the Developer go?

Mr. Farnsworth responded: Re-order.

Mr. Berube stated: We are going bring number five up to number four.

FIFTH ORDER OF BUSINESS

Developer's Report

Supv. Berube stated: For those in the audience who do not know the gentleman standing he is Mr. Nick Schuman and the gentleman in the green shirt in the front row is Mr. Dick Jermain with SunTerra Communities as well, also the new developer of Harmony. They are the face of the developer here. There are many changes going on and from what I have seen most for the better despite some thinking not everything is good. They inherited quite the project and are trying to move forward and make things nice. We had an earlier discussion with these folks and this is kind of a continuation of that. We are going to take up some of their normally allotted time to try to finish that discussion.

Mr. Schuman stated: I think we should consider this in two different points. One from a dedication standpoint, if the Board is okay with what we suggested for all the different tracts - A, B, C, the remnant and E.

Supv. Berube asked: For the dedication you are going to take care of all the paperwork and legals?

Mr. Schuman responded: Yes. We have the sketches, legals and everything for your approval.

Supv. Berube stated: Everything goes to District Counsel for review.

Supv. Walls stated: I do not think I have any issues with that but the one issue we have to work out if we own the land where the RV lot is at is HOA currently.

Supv. Berube stated: My initial contemplation is we will become a landlord as the developer is now and the HROA is managing it.

Supv. Walls stated: We will have to have a new agreement with the HROA.

Supv. Berube stated: The HROA is also managing the garden so we will need an agreement with that. We will have to revise our agreement with Servello and we will decide the financials of us being the landlord with the two parcels that have a money exchange.

Supv. Walls stated: It may be nothing but I am just saying we will have to redo all of those agreements.

Supv. Berube stated: For now the management of it will stay with the HROA and the ground ownership will change. Nothing has to be fixed right now with that.

Supv. Walls stated: We are already maintaining the remnant piece.

Mr. Schuman stated: Yes. I am not sure why it was never included.

Supv. Walls stated: We do not have to change anything else with the other tracts in terms of maintenance.

Mr. Schuman stated: There are no future maintenance obligations on any of these parcels beyond what you are already doing.

Supv. Kassel stated: I have some general questions associated with this. Some of the parcels are conservation acreage.

Mr. Schuman stated: Correct.

Supv. Kassel stated: Originally the idea that was marketed to us by the developer was for 6,600 acres of Harmony to be in conservation status. Before they left Starwood Land Management was talking about creating a Facilities Association to own and manage those properties - the 6,600 acres of conservation lands. I understand you sold 4,200 odd acres of East Harmony to Farmland Reserve. All of the lands that were conservation within that 4,200 acres are now removed from the 6,600 acres. Now you are removing some of the conservation lands that are within our CDD boundaries and looking to deed them to us. I am curious, as a homeowner, what the plans are for the balance. Are there any other conservation lands still within our CDD boundaries? What are the plans for the other conservation areas still owned by the Harmony Florida Land? Can you talk about that for a moment?

Mr. Schuman responded: Generally speaking most of the land we sold is farm land and that is what they purposely bought it for and their current intention. Will it get developed someday? Yes. When? Who knows. The majority of the conservation land we still have. It is on the other side between Buck Lake and Cat Lake. All the conservation land is remaining conservation land in Harmony Main and we just want to transfer the ownership from us to you.

Supv. Kassel asked: What about outside of Harmony Main that is still owned by Harmony Florida Land?

Mr. Schuman responded: There are two other parcels left for development. One is a little southeast and called Harmony Central - it will have 300 to 400 units. Then we have Harmony West on the other side of the lake. In effect by selling off the 4,200 acres we gave up development rights to 3,500 plus units.

Mr. Jermain stated: We are looking at making a conservation bank of some sort of the remaining conservation.

Supv. Kassel stated: You would still own it. You would retain ownership permanently.

Mr. Jermain stated: Or a conservation bank that we create.

Mr. Schuman stated: That would be generally in this area which is not developable.

Mr. Jermain stated: That included some of the lands on the south side as well.

Supv. Kassel asked: What about the lakes?

Mr. Jermain responded: We do not want to own the lakes long term but we do not know quite how we want to do that. The CDD may end up with lakes for all we know.

Supv. Kassel stated: Because we buffer up against the lakes.

Mr. Jermain stated: Not just that; they need to be in a quasi-public or HOA or that type of entity.

Supv. Kassel stated: It would be nice if the CDD retained the conservation lands so they could manage within their District boundaries.

Supv. Berube stated: That is what we are doing here.

Supv. Kassel stated: That is what I am saying, but they would not be included in a bigger conservation bank.

Mr. Jermain stated: The conservation for areas that exists that the CDD already owns is not included in that bank.

Supv. Berube stated: In essence we are going to add a few acres to our already green conservation areas.

Mr. Schuman stated: It is about 40 acres.

Supv. Berube stated: That provides this District with control over those lands because they will be deeded to us and we decide what happens there. So effectively we are adding to the conservation bank.

Supv. Kassel stated: I understand.

Supv. Walls stated: There is no development.

Supv. Berube stated: We are just making sure it stays as conservation area.

Supv. Kassel stated: Immediately adjacent to this CDD are trails that are on developer property and have been on the website for years as part of the trail system for Harmony; for example Butterfly Trail, Billy's Trail, what is the status of those and who is going to maintain them because right now they are not really being maintained but they are a well used amenity owned by the developer. I am curious if you have thought about that and what your plans are, if you have any?

Mr. Jermain responded: We have not thought about that but we have no real intention to change anything.

Mr. Schuman stated: I do not think we have gotten there yet.

Mr. Jermain stated: We have been trying to take care of the stuff that needed to be cleaned up.

Supv. Kassel stated: What I would like to invite you to do is be in touch with me because I head the Nature and Animal Habitat Committee. It is a sub-committee of the HOA. The Nature and Animal Habitat Committee would be happy to get volunteers and has done some trail maintenance on those. I would like to talk to you about that.

Supv. Berube stated: I think we are all agreement to accept the deed of the five conservation areas. Everybody agree to that? Do we need a motion?

Mr. Qualls asked: Just for the record is there any additional maintenance that will need to be undertaken by the District?

Supv. Berube responded: It is wetlands.

Mr. Koncar asked: Are there any requirements in the wetlands dedication in the original plat that requires maintenance on the part of the owner of the property?

Mr. Jermain responded: That has all been met.

Mr. Koncar stated: It has been met but is there an ongoing requirement.

Supv. Kassel stated: In other words monitoring and management.

Mr. Jermain stated: The monitoring requirements have expired.

Mr. Qualls asked: Can we get that confirmed before.

Mr. Koncar stated: I would suggest whatever the Board decides tonight be subject to District Counsel signoff because there are some questions that need to get answered.

Mr. Schuman stated: You have to approve our legals for everything.

Mr. Koncar stated: Make it subject to signoff by your engineer and attorney.

Supv. Walls asked: Instead of voting why don't we give you approval to move forward with that and once all the documents are together at the next meeting or however long it takes, we will approve it.

Mr. Koncar stated: We just want to make sure there is nothing final tonight; documents need to be reviewed and everything to be in place.

Supv. Berube stated: That is step one.

Supv. Kassel stated: We are not making a motion yet because we are waiting for all the legal steps to go through and then when we have that we will move to approve it.

Supv. Berube stated: Step two is the second piece for moving forward with the land swap by Buck Lake subject to the concerns we placed.

Mr. Schuman stated: We will agree to delete those two lots, we will agree to pay the permitting cost to fix the lake and will be willing to compensate up to \$5,000 to repairs of the lake, to the docks or whatever needs to be done.

Supv. Bokunic stated: Permit access.

Mr. Schuman stated: Yes.

Supv. Berube stated: To be clear and I think you may have missed that. We have been waiting to get the ramp in front of the kayaks and canoes and they are going to throw \$5,000 towards repairing that deck.

Supv. Kassel stated: In addition to the permitting.

Supv. Berube stated: That is hard to say no to I think.

Supv. Kassel asked: Any objections?

Supv. Wall responded: I am going to say no, no matter what. I do not like the plan of putting houses right by the lake.

Supv. Berube asked: Supervisor Farnsworth are you okay with it?

Supv. Farnsworth responded: I am fine.

Supv. Berube asked: Supervisor Bokunic are you okay?

Supv. Bokunic responded: Yes.

Supv. Berube asked: Supervisor Kassel?

Supv. Kassel responded: Yes.

Supv. Berube stated: You have four with one objection. You have a lot of work to do and some concepts to draw up. If you can draw sketches as nice as the Eagle Scout.

Supv. Kassel asked: If you are deleting those two lots where will this line be?

Mr. Schuman responded: It is going to move but until I have the radius redone in the cul-de-sac I cannot tell you exactly. We will approve that collectively before we do anything.

Supv. Berube stated: When you have the engineering done and the concept drawings submit it to Mr. Koncar and he can float them to us. Next month's meeting is the 21st so the package will probably close around the 10th.

Mr. Koncar stated: we need whatever the item is going to be on the agenda plus the backup to post it.

Mr. Boyd stated: In reality what is being proposed here the developer is being a good neighbor to come and tell you the developer's plans with the developer property but there is no additional duties or responsibilities for the Board unless I am missing something. We are calling this a land swap?

Supv. Walls stated: We own the land.

Supv. Berube stated: We are going to gain 1.5 acres, give or take, for 0.72 acres. On an acreage swap it is 2 for 1. We gain permanent access to the lake.

Mr. Boyd stated: What you are doing now is saying you are comfortable moving forward with the concept, you want to see some additional details, see it writing, bringing it back at the next meeting.

Supv. Berube stated: We are not approving anything other than telling them to move forward based on the two sets of conversations we have had this afternoon to see how it is going to look.

Supv. Bokunic asked: Is there something sticking out?

Mr. Boyd responded: Everyone keeps saying land swap and I am thinking it is their property and they want to put houses on it, that is a zoning issue for the County. Now I get it - the parcel is being swapped.

Supv. Berube stated: I think you generally have your orders to move ahead.

Mr. Schuman stated: We had two other items on the agenda - Parcel J and the lighting contract for Parcel J.

Mr. () stated: It is a replat.

Mr. Schuman stated: The boundary was already platted and this is a replat for the lots.

Supv. Kassel asked: East Lake?

Mr. Schuman responded: Yes.

Supv. Berube stated: District Counsel and District Manager before when I have heard plat it brings a true-up. Where do we stand with that? I do not want to get into the hassle over true-up again.

Mr. Qualls responded: I reviewed our last discussion and what triggers the true-up is the initial plat. A true-up payment will not be triggered by a replat. However, if the maximum unit threshold is exceeded there is an additional mechanism.

Supv. Berube asked: When do we know?

Mr. Qualls asked: Has the replat been submitted to the County?

Mr. Jermain responded: Yes.

Mr. Qualls asked: Has the County approved it?

Mr. Jermain responded: There might be a couple of small comments.

Mr. Qualls stated: At that point then it needs to go to Severn Trent.

Mr. Koncar stated: It has not been approved.

Mr. Jermain stated: It has not been approved yet.

Mr. Koncar stated: Once it is approved it comes to us and look at it based on the methodology. Then we can determine if there is going to be a true-up required. It has to be approved first.

Mr. Schuman stated: We can table both until the next meeting.

Supv. Berube stated: Yes, because the second piece is the lighting agreement. If you want to move it to the next meeting that is fine but what is the next step? Final County approval?

Supv. Kassel asked: In reference to Parcel J?

Supv. Berube responded: Yes. When does that piece of paper go to Severn Trent for them to do the debt analysis?

Mr. Koncar responded: Once the County approves it. It is not considered a viable plat until it is approved.

Mr. Schuman stated: You need a recorded plat.

Mr. Qualls stated: It is not the debt per acre; it is the unit threshold that would possibly trigger a payment.

Supv. Berube stated: I am not trying to slow things down I just do not want to get into another one of those meetings.

Mr. Schuman stated: I get it.

Supv. Berube stated: Be very careful with these plats. Every time I hear the word plat, it is oh no.

Supv. Kassel stated: For the lot caddy corner from the school in the Green neighborhood, the large lot that the developer had previously been showing on the maps they were giving to potential buyers showing there was going to be a swimming pool there. What thoughts have you had as to the disposition of that parcel?

Mr. Schuman responded: I have not specifically looked at that one yet. Do you know the parcel number or letter?

Supv. Berube responded: The big square block right across the street from the school. It is a big square block along Butterfly Drive.

Supv. Farnsworth stated: He has it flagged here.

Supv. Kassel asked: Are you sure that is it? Where is the school?

Supv. Farnsworth responded: The school is right here; that is it.

Supv. Berube stated: You do not have a development plan for it at this time.

Mr. Schuman stated: Not currently, no.

Supv. Berube stated: It is evident you are going to need some of that pile of dirt that is out on the back corner moved over there to make it useable.

Supv. Kassel asked: Do you have any plans to keep using marketing suggestions to name the neighborhoods or are you going to stick with the letters?

Mr. Schuman responded: We are up for suggestions.

Supv. Berube stated: If you are going to put names try to put something with the letter.

Mr. Schuman stated: We will try to keep it simple.

Supv. Berube stated: If you want to stay with the letters that is okay with us too.

FOURTH ORDER OF BUSINESS

Subcontractors Reports

A. Servello & Sons

i. Grounds Maintenance Reports

Supv. Berube stated: Last month we had some discussion with Mr. Feliciano from Servello and voiced some of our concerns. Mr. Feliciano's words to me were that I would be happy by the meeting next month. We had a meeting in Mr. van der Snel's office with Mr. Feliciano last week. I am still not very happy. Tuesday morning I rode around on my bicycle and took pictures of a number of areas. [The 69 pictures were presented via a slideshow]. This is what the landscaping looks like in the normal service area that Servello is handling. There are branches hanging over sidewalks and they have been there for quite sometime because they are hurricane damage that has not been touched yet. One could argue that it may or may not be part of the contract for them to take care of these but there it is. I do not know whose fault it is but this is what Harmony looks like to neighbors ride around. For this one I am not looking at the grass that was just cut but rather the grassy things on the sidewalk that make it hard to walk through there clearly. There are no two pictures alike and all I did was ride around on my bicycle, take pictures and all of them are on the west side of Harmony. This picture is the park area on Buttonbush and those are not beneficial plants; they are weeds of some sort growing through. Under all the grass that is 12-to-15 inches tall is mulch. It is hard to tell it was mulched last year. This picture I took because they planted all of the annuals last week and basically left the weeds

around them. They trimmed the Mulhy grass and left the whiskers hanging on the ground; it looks like a hay field.

Mr. Berube stated: That is what the residents see; this is not a condemnation of Jason, I see him out working all the time. The fact is four guys plus one supervisor cannot maintain this property. I know you did some spraying in a lot of those areas, I see the dead weeds.

A Servello Representative stated: Right after you took those pictures we were there in the park and all the tree rings along the back soccer fields and whatnot they went through and all of that stuff is not there as of 11:00 a.m. or so on Wednesday. Unfortunately it was too late as you had taken the pictures but it has been addressed.

Supv. Berube stated: That is ten or so pictures in that particular area but there are 69 pictures. The point of the pictures is everywhere I looked it was easy to find problems. You cannot dispute a picture. I did not even talk about the sod. We had already talked about the sod and we had the discussion that there was a mess here when you took it. The weeds were a mess when you took it and they have never got caught up. There are weeds growing in various areas. I know we have a proposal that we tabled waiting for a time to get better sod and a more advantageous planting time coming ahead. What do you say?

A Servello Representative stated: The outskirts of the property I saw the pictures and the sucker growth. The school area is where we are starting on Monday morning. The whole outskirts of the property is going to be sprayed. The last few areas that have not been addressed are the very outskirts of the conservation areas.

Mr. Feliciano stated: When we spoke in the office I addressed the labor issue. I do not overall think it is a labor issue, I think it was a supervision issue. If you put 20 guys here if they are not being supervised and asked to do things the correct way things are not going to get accomplished. One of the things I took upon myself is to start creating a detailed schedule so we know what they are doing Monday, Tuesday, Wednesday, and Thursday, once they do it we will check it and send the report to Mr. van der Snel. Jason and I drove the property and probably 95% of what I put on the detail schedule was completed. Again, that tells me it was more of a supervisor issue and not giving enough direction to the crew and that has been corrected. I will gladly start taking pictures of every area we touch and bringing it to the Board. The low tree canopies are on the detail as well. The dead trees up top are not in the contract. We should have taken more of a proactive approach to say lets provide a

proposal for those areas, especially if they were deemed major hazards or liability issues for people walking by. Some of this can be addressed when you do your normal tree trimming.

Supv. Berube stated: In the areas the pictures were taken was virtually everywhere on the west side of the property starting in The Estates and ending at the traffic circle at Five Oaks at the school. I covered the entire western half and everywhere I looked I found that. All those areas are in your service area. I do not want to belabor this but we do not want to have these meetings every single month. We need you to be proactive rather than reactive. One of the branches is hanging over the sidewalk right in front of the school at the sign. Some are in walking areas where people are walking all the time. They have been browned now for over a month and it is not only the five or six that I am noticing in the pictures; there are easily 20 or 30 of them like that.

Supv. Kassel stated: You are talking below the ten foot that they are supposed to be maintained.

Supv. Berube stated: Probably higher than ten feet.

Supv. Walls stated: forget about those; they are outside of the contract. I think what we are saying is we need you guys to look at the details. I drive through the west entrance every single day; it has not improved and in fact I think it has gotten worse since you guys have taken over. As I drive down that road all the way from the entrance around the school I see weeds everywhere.

A Servello Representative stated: We have used gallons of Roundup just on Cat Briar.

Supv. Walls stated: I get it but what I am telling you is it is not working. What we need you to do is change what you are doing so it does work. When you drive through it looks like folks are doing the bare minimum - they are mowing the grass and that is about it; that is what it looks like to me when I drive through. You may be doing more but when I drive through it looks no good. We need you guys to step that up.

Mr. Feliciano stated: I understand the proactive approach. We have addressed that and in all phases take more of a proactive approach but again the majority of the issues you are stating on the west end of the property I agree with you. We drove those areas and that is why they are on our detail rotation for next week. Everything they got done was on the east end.

Supv. Walls stated: I understand. What I am saying is we never should have got to the point where they need to be addressed. These are not nitpicking things. These are flowerbeds full of weeds and stuff that if your guys are walking by them he should say that looks like crap and I should fix it. What I need you to do is really have your guys take a look at these areas to say would I want my yard to look like that. The answer is going to be no in a lot of these cases.

Supv. Berube stated: I do not ride my bicycle around taking pictures because I enjoy riding my bicycle around taking pictures and showing off my artwork on the screen. It should not get to this point. We started in August, September, October and at the end of November I do not see an improvement and in that time period we have seen the labor be cut by two guys. We keep saying we know from history that four people cannot manage this property. We know that and it is not being heard. Those pictures demonstrate that four people cannot handle the property; at least not yet. We have been on four people now for the better part of two months. It is certainly not going to get any better. A lot of this was in The Estates and those folks pay \$6,000 a year in CDD fees. They have immaculate houses and the area surrounding their houses that they have to look at every day is some of the worst in the whole development; it is not right.

Mr. Feliciano stated: I guarantee you if we drove The Estates and the part of The Estates that was on my detail rotation looks nothing like those pictures are representing there.

Supv. Walls stated: They should never look like those pictures.

Mr. Feliciano stated: I agree with that but a lot of the property when we came aboard should not have looked like that.

Supv. Walls stated: I am giving you credit for that but we are several months in and those areas may have been cleaned up and got back to where they were is what I am saying. It was not just that they were a carryover, this is stuff that should have been cleaned up - weeds in beds and things like that - and you are supposed to be spraying for those things but they persisted or got worse.

Supv. Berube stated: You told me last month I was going to be happy this month and I am not happy. I do not think any of the people on this Board are happy and I know many residents are not. You have told me a lot of the pictures here are fixed and I will take you at your word for that because I have not gone around since Tuesday morning. You are telling me by the next meeting we are going to see widespread improvement once again. The next meeting is December 21st, three weeks from now. I do not want to have this conversation again and to be blunt with you this Board does not want to go through switching landscape companies again. We need to work with you and make it work. It is too much of a pain in the neck to do the RFP's but we cannot let it go on. We need to fix something and I do not know what that means. If the contract is not lucrative enough man up and say we blew it, it is not enough money and we need to revisit this. I do not know what it is but I know we do not want to change [landscapers] but we need the place to look good.

Supv. Walls stated: We will change [landscapers] if we have to.

Supv. Berube stated: If we get shoved into a corner we are not going to have any choice. I told you before I do not like to have these meetings.

Mr. Feliciano stated: We do not either. We do not enjoy this and honestly this is one of the rare few meetings that I go to like this. We are here to build a partnership with you; it is not the contractor versus the Board by any means.

Supv. Berube stated: You have seen the picture evidence, you have heard the concerns and I am going to take you at your word again that you say it is going to be better by the next meeting.

Mr. Feliciano stated: Absolutely. Once we are completed with are detail log again, I will email it to Mr. van der Snel. We have no issues of riding the property before we get to the Board meeting to make sure everyone is on the same page.

Supv. Berube stated: It would be much nicer if the reports said evidence completed and we do not need to ride the property. We do not pay him to manage you and spend a lot of time managing the landscaper or any other contractor. We ran into that with Davey where he was spending most of his day managing Davey's work and he is spending a lot of time managing what you are doing, making sure it is all getting done and looking around and seeing other problems. That is not his job. His job is to supervise.

Mr. Feliciano stated: We do not want that either but again this is a partnership here.

Supv. Berube stated: You have heard the complaints; let's move on.

Supv. Kassel stated: I have a question about what was on the bottom of the report. The first sentence talks about a lot of wilting and check irrigation times. It says more hydration makes it ideal. I think you mean without hydration it makes it ideal. The way it is written you are saying you should irrigate it and by irrigating it you are making it more attractive to ants and cinch bugs.

Supv. Berube stated: Dryness brings ants and cinch bugs.

Supv. Kassel stated: I just want to be sure.

Supv. Berube stated: The last sentence is written wrong. It should be lack of hydration to the turf makes it ideal. The fact is I do not think we are running dry; we have been watching the water bills and they are about where they normally should be. As I rode around the other day I see dollar weed in many places which does not suggest it is dry but rather that it is wet. I can guarantee you he has not cut back on watering in any place. There was also a note on an email where somebody noted a dry area but the sod was dead prior to that concern. We got back and forth on water and that is not the

issue. We have bad areas of sod and we talked about this the other. We have measure to find out what we need, what kind and when we are going to do it; that is a separate proposal.

Supv. Bokunic asked: Who is responsible for the pest control? Is that your guys?

Mr. Feliciano responded: Yes.

Supv. Bokunic stated: In certain areas when you walk there are ant piles like crazy. I walk every night and they are not being addressed. I have given Mr. van der Snel some of the locations.

Mr. Feliciano stated: We are addressing them but what is happening is we treat the ant mounds and sometimes the ants are dead in the mound but if you do not rake it or knock it down the perception is it is still there.

Supv. Kassel stated: I had that experience in the dog park recently. I texted Mr. van der Snel and he said they just treated that. The ant mounds looked like they were very active but when we stepped on them there was almost no activity.

Supv. Bokunic stated: This coming Wednesday the Social Committee has a food truck event. Last month at the food truck event the fire ants clobbered the kids. It is in the area by the basketball courts and if we can get some extra attention between now and Wednesday for the ants.

Supv. Berube stated: He is talking about Lakeshore Park where you have the parking area, basketball court and splash pad.

ii. Consideration of Tabled Proposals

Supv. Berube stated: There were a couple of proposals in the agenda package. We had seen prior proposals from Servello that covered multiple areas and we asked Mr. Feliciano to separate them out to make them more manageable and more specific to the needs.

The first one is for ten stumps in various areas but they all need to ground. Once they are done the holes will be filled temporarily so there is soil remediation around the stumps. There are five Live Oaks to be replaced, one Bald Cypress, one Sycamore and some tree strapping to support the new trees. The proposal is for \$5,730. This is all hurricane damage and not prior failed trees.

Supv. Walls stated: The proposal we received last month for \$25,000 is more than just hurricane trees.

Supv. Berube stated: That is why we separated it out to be able to track what-is-what and make it more palatable.

Supv. Farnsworth asked: Were these trees included in that \$25,000?

Supv. Berube responded: Yes, it was all mixed up.

Supv. Farnsworth stated: The one we have for \$25,000 needs to be modified.

Supv. Berube stated: We are not going to do anything with that one at this point. Separated it is easier to keep track of and we know what we are doing and where we are spending the money.

Mr. van der Snel stated: Most of those trees were on the inside corridor.

Supv. Kassel asked: Why are we not addressing them?

Supv. Berube responded: We have not done the inner ones yet for whatever reason; we just went with the hurricane damaged ones. I do not know exactly why we picked these.

Supv. Farnsworth stated: These are all cut down and need to be stumped out.

Mr. van der Snel stated: The other ones in \$25,000 still have stumps. They are on Sundrop, the Green neighborhood, all the inside corridor.

Supv. Farnsworth stated: These are outside corridor.

Supv. Kassel stated: I just want to know why we are ignoring the inside corridor trees and only doing these.

Supv. Farnsworth stated: Just trying to get one thing done at a time.

Supv. Walls asked: Is there a capacity issue? If the trees are dead it does not matter where they are at we need to replace it and fix it.

Supv. Farnsworth asked: Are you suggesting we reject this and wait until we get a revised proposal?

Supv. Walls responded: We have the whole proposal.

Supv. Bokunic stated: The question is why we are waiting and not doing it all.

Supv. Kassel asked: Why are we not doing it all now? Why are we doing the outside trees and not doing all of them?

Supv. Walls stated: I do not want to replace this guys tree and have this guy say why did I not have my tree replaced.

Supv. Farnsworth stated: In the \$25,000 there is more than just the stump trees. There are other things in there too so are you wanting to approve all of that?

Supv. Kassel responded: Other things are mostly hurricane related tree problems throughout the community. This proposal only does the ones on the outside and the rest includes the inside trees affected by the hurricane as well.

Mr. van der Snel stated: From a financial point of view - I am having a meeting December 7th with FEMA and that proposal/invoice will be a part of our claim.

Supv. Kassel stated: The \$5,000.

Mr. van der Snel stated: No, the \$25,000. Depending on what you approve. I cannot claim something that has not been fixed.

Supv. Kassel stated: We should go for the \$25,000 then we could put the claim in.

Mr. van der Snel stated: FEMA wants evidence of the damage for the claim.

Supv. Walls stated: It is great if FEMA can give you some money back but why would you not do all the trees that need to be fixed.

Supv. Kassel stated: I agree. From everything I have heard it is going to be more hassle than it is worth to try to get money back from FEMA. But if we have all these trees and they need to be replaced. Unless we do not have the money, which I do not believe is the case, why would we not be replacing those trees now.

Supv. Walls stated: Let's do it.

Supv. Berube stated: If that is what you want to do.

A MOTION was made by Supv. Walls to approve the Servello proposal.

The proposal was identified as #620197 dated October 10, 2017 in the amount of \$25,830.

Supv. Walls asked: Is the proposal still good?

Mr. Feliciano responded: Yes.

Supv. Bokunic stated: Not by its own terms.

Supv. Walls stated: It states 30 days but if you say it is still good.

A Servello Representative stated: We will honor it.

The MOTION was seconded by Supv. Kassel, and with all in favor, the Servello proposal #620197 dated October 10, 2017 in the amount of \$25,830 was approved.

Supv. Berube asked: Was that the only proposal?

Supv. Kassel responded: No, there is sod.

Mr. Feliciano stated: The sod we were going to address as a whole. We will look at the general service areas, the soccer fields, the park areas in Neighborhood G and we will look to see if soil amendment is needed.

Supv. Kassel asked: Are you withdrawing the proposal in our agenda package and resubmitting a new one for the next agenda package?

Mr. Feliciano responded: Yes.

Supv. Berube stated: We had a tree proposal.

Supv. Kassel stated: We just approved it.

Supv. Berube stated: It is for tree trimming.

Supv. Kassel stated: It is not on the agenda.

Mr. van der Snel stated: It was too late for the package.

Supv. Walls stated: For the future why don't we send it to all Board members before it is included in the agenda package.

Mr. van der Snel stated: I do have it. It is pretty much the same as last time we did the trimming with Davey.

Supv. Berube stated: What this contemplates is trimming all the inner trees on all the inner roads. Some of them are fairly new and small but they are still going to touch those to round them up.

Supv. Farnsworth asked: What kind of trimming are we talking about?

Supv. Berube responded: It is a Class 1 trimming.

A Servello Representative stated: Lifting the branches.

Supv. Farnsworth stated: This is a canopy lift.

A Servello Representative stated: We do not shape the top of the trees. It is lifting the trees, cleaning out dead branches, taking off cracked leader branches, and anything damaged from the hurricane. It will provide sunlight to turf areas.

Supv. Berube stated: At the same time they will do all of the perimeter roads. We have a request from a resident and we need to be sure that the trees in front of stop signs are cleared. OUC has requested several times that the trees around their light poles, especially the sun gauges. They need the head of the lights to be clean wherever there is a tree around them.

Supv. Kassel stated: It states trim trees located in areas throughout the community that are not under contract. I do not know what that means. There is no specificity to the number of trees.

Supv. Berube stated: The inner streets.

Mr. Feliciano asked: Did you have a contract where this was done?

Supv. Kassel responded: With Davey.

Supv. Farnsworth stated: A one time contract.

Mr. Feliciano stated: We could take that contract to have more specificity.

Supv. Berube stated: At the same time they are doing all the inner trees they are going to do all the trees in the contracted area. To include all the trees that have been ignored like at Lakeshore Park, everything in the service area and everything in the none.

Supv. Farnsworth asked: Where do we have non-service tree areas?

Supv. Berube responded: Every inside street. Five Oaks and Schoolhouse are the perimeter roads and their service area.

Supv. Farnsworth stated: For trees.

Supv. Berube stated: They cut the grass under the trees and trim them. They are going to do the lift and cleanup of all those on the perimeter roads in the contracted service area as well as all the interior roads that the private houses are on.

Supv. Farnsworth asked: Are those two separate contracts?

Supv. Berube responded: No; it is for the inner roads and the outer ring roads are done as part of the contract. We wanted to be sure everything is done at the same time so it all looks clean.

A Servello Representative stated: For the inner roads we are talking the sidewalks and curb areas.

Supv. Berube stated: We are not doing private property.

Supv. Kassel asked: Are you subbing this out?

Mr. Feliciano responded: No, we have our own arbor team.

Supv. Kassel stated: I wanted to be sure you are not taking men off the regular work.

A Servello Representative stated: Any additional services we have different departments for that.

Supv. Berube stated: Any plantings that we give to them, the tree trimming and any outside services are all done by other Servello people so not to rob the regular crew.

Mr. Feliciano stated: You would like us to put this in a contract not to exceed \$17,500 and bring it to the next meeting.

Supv. Berube stated: \$17,600.

A resident asked: When they do the tree cutting will they evaluate the trees? I have a couple by me and the sidewalk is now coming up; will they evaluate if they need to come down, replaced or what?

Supv. Berube responded: That is a good idea. As you go through will you be looking at every single tree and have somebody keep notes?

Mr. Feliciano responded absolutely.

Supv. Berube asked: What is your address sir.

The resident responded: 7029 Buttonwood Loop. In the park across the street there is one with a knot in it.

Supv. Berube stated: Girdling is what they call it. As the trees age it is becoming a problem in several areas. Trees are very nice but they are also very expensive and very difficult to maintain properly. As you go through keep a note of everything that needs attention.

A Servello Representative stated: We are not going to butcher the trees, we would rather have these guys involved to have it removed. We are also not going to do any lion tail, which means trimming 80% of the tree.

Supv. Berube stated: While we are talking about trees, not far from your house Supervisor Kassel, in the low lying area there was a Live Oak that is over now and cut off. If you will remember that tree always sat in the mud and for a while they had boards on it to hold it up. Do we want to eliminate that tree? Or think about putting something else back there to replace it?

Supv. Kassel asked: What species?

Supv. Berube responded: A Live Oak.

Supv. Kassel stated: We could replace it with a Cypress; it will do well in a wet spot but not a Live Oak.

Supv. Walls stated: There are two Live Oaks still there.

Supv. Berube stated: There is nothing there. It is near the bench.

Supv. Walls stated: I thought there were two other trees there.

Supv. Berube stated: There are but this was a standalone tree.

Supv. Walls stated: The two Live Oaks there are right in front of the sidewalk and that tree was out in the middle.

Supv. Berube stated: The problem is we are a treed community and the easiest route to take when a tree goes over is if we do not like it, we eliminate it. Pretty soon you take out too many trees that we did not have before. Will a Cypress be okay there?

A Servello Representative responded: A Cypress will be okay. It depends on how much traffic you have in an area. Bald Cypress roots tend to bulge out and become trip hazards.

Supv. Walls stated: That is what I am thinking about the Cypress there. It is a nice field where kids can play and those Cypress knees come up.

Supv. Berube stated: I hate eliminating trees. We had a tree now we do not. If it is the will of the Board that we do not put a tree back, we don't. I would rather see a tree there.

Supv. Kassel stated: I would rather see a tree and I think a Cypress would be good. The knees do not extend too far.

Supv. Berube stated: There are not a lot of kids that play there either. It is ten feet off the sidewalk. I have never seen a kid playing there and when it is rainy it is mud. Supervisor Bokunic do you want to put a Cypress in?

Supv. Walls responded: I personally have no problem eliminating it.

Supv. Bokunic stated: I do not have a feeling one way or the other so I will go with the majority.

Supv. Berube stated: Three of us say put a Cypress in so get us a quote please for a Cypress.

Mr. Feliciano asked: The address again? Lakeshore Park?

Supv. Berube responded: Lakeshore Park, in the circle area there is a stump. It is opposite 3333 - it is the only Live Oak that fell over there.

Supv. Berube asked: Are there any further comments from the Board for Servello? Thanks for coming out, staying late and taking a beating for awhile. We will see you next month.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Boyd stated: I do not have anything specific to update you on today. I think we answered the questions related to the trees at the sidewalk. I still need to get a P&G version of the map server over to you.

Supv. Berube asked: The flood control efforts on the rear ditch on F?

Mr. Boyd responded: The project manager for Junior Davis has changed. They have told me once Neighborhood J gets under construction and they have equipment here, they are going to address it at that time. They have had the pre-construction meeting with the County and it will be the dry season.

Supv. Kassel asked: What is this for?

Mr. Boyd responded: On the north side of Neighborhood F where it borders Lakeshore Park at the back of the lots there is a swale that collects runoff off the lots and the far west end of the swale is not graded correctly and when it was wet it was trapping water. The water could not get to the N lot. Junior Davis agreed to come out to correct it but asked if it would be okay to do it when they have equipment here.

Supv. Berube stated: It is better to do it when it is dry.

Supv. Kassel asked: Is it the Engineer that we are dealing with in regard to installing the trees or is that a County issue?

Supv. Berube responded: Right now it is in Servello's hands. Mr. Boyd contacted the County and they gave us the authorization to move the trees 15 feet, either way, to make them fit in the available easement space. The other question he presented to them, based on an email I saw, was can we shrink the caliper to get a smaller root ball. The answer from the County was pretty direct. We really do not want to move in that direction; they do not want a smaller tree. We gave Servello the information. The trees they had tagged for the project got sold because they are out of the ground. I think he is going to the nursery this week to tag trees, they pull them out and as soon as that is accomplished the trees will be delivered and installed. We asked them if they are going to pull trees out to space them to make it balanced along the way. Based on the information from the County, they are going to be okay with that as long as the total number and sizes of trees remains the same.

Mr. Boyd stated: When they are putting them in they need to make sure they do not cheat across the gas easement. We do not want to get in trouble with the gas company.

Supv. Berube stated: The gas company is watching it; they will not be going across it. Maybe in the fourth year of talking about that project it will finally be finished.

Supv. Kassel stated: I think we are going into the third.

Supv. Berube stated: It has been a long time.

B. Attorney

Mr. Qualls stated: Just one item I need some direction on which is the Poolworks contract. There were a couple of redline changes we made that we felt were less substantive. The main issue is they either want to get rid of the liquidated damage provision or extend the completion date by two weeks. Of the two options, I think we would advise extending the completion date and leaving the liquidated damage provision.

Supv. Berube stated: The history is pretty interesting because they initially told you three weeks, then we added an extra week to the contract to give them a little leeway. Now it is in the contract at four weeks and now they are saying they want another two weeks on top of that. It seems clear they were not planning on finishing on time. I am glad we put a time definite component to the contract. I guess it is the middle of winter.

Mr. Qualls stated: January and February.

Supv. Berube stated: I can see this thing running into April. I am okay with extending it two weeks if the rest of the Board is. There were two pieces to that.

Mr. Qualls stated: They either wanted to extend the completion date to February 12th or to remove the entire liquidated damages. What I am hearing is extend it and leave the liquidated damages. The adjustment of services in the contract I do not see as being a big deal - it is something we had in the landscape maintenance contract. It says "*the District has the right to reduce any portion of the contractor's scope of services or amend any work authorization as agreed upon by this agreement. In such an event that an adjustment is deemed necessary the District shall be entitled to a fee reduction.*" I can understand why they would not want to get started and then have you guys change something.

Supv. Berube stated: For the pool replacement the project was the whole thing so I cannot imagine there is anything we would want to take out. It seems okay by the headshaking to eliminate that.

Mr. Qualls stated: Everyone saw the changes to the insurance from your standards. A motion, if you would, to approve it subject to the changes outlined.

On MOTION by Supv. Walls seconded Supv. Bokunic, with all in favor, the Poolworks contract, subject to the changes outlined, was approved.

Mr. Qualls stated: Thank you all for the excellent review of the policy. The workshop was incredibly productive and we will try to get a fast turnaround so you have plenty of time to look at the updated version and send us any comments, not replying all, so you can hopefully approve it at your next meeting.

Supv. Berube stated: When you give that to Ms. Scarpone she is going to say I thought this was done.

Mr. Qualls stated: You did a good job making your changes clear. Hopefully I do a good job of capturing those and getting them in tomorrow before I forget.

Supv. Berube stated: The second iteration was much better than the first.

Supv. Walls stated: We have not heard back at all from Davey.

Mr. Qualls stated: I have a letter postmarked - they mailed it on the 22nd. They are contesting it. What you had already approved was designating the Chairman to negotiate this. They are saying we have not provided proof so I think the next step is to provide the photos. They quote the part of the contract saying you guys will pay it and not the part about the offsets which is what we are trying to accomplish. Needless, to say I think you are \$96,000 apart. I need to get to work to see what we can document, put some things together and send a reply letter. The letter is from their in-house Counsel in Ohio.

Supv. Kassel asked: How much apart?

Mr. Qualls responded: \$96,000, they do not agree to any of the offsets. Some of it is absurd, they say the HOA said the CDD would pay for work done for the HOA. The HOA has no authority to bind this District. They also point out in their letter that because they do not have control of the irrigation that was one of the issues. We said when you do this to thoroughly document everything and we did not put that in the first letter. At some point I think it is important for you to understand that while you maybe technically right, going into court can be expensive so if there is a way to negotiate to bring this down to something that is mutually beneficial. I would hope by the next meeting to be able to document why I think we can and should go forward.

Mr. Qualls stated: Mr. Dan Seabrook emailed me today to say he finally got the contract signed and I forwarded that to your District Manager so he can cut the check. This is something we have been talking about for six months but three months ago you approved it to be done by November 1st.

Supv. Berube stated: I sure am glad I ran around getting those notarized, flying it them and all that the day after the last meeting.

C. Field Manager

Mr. van der Snel stated: Good evening members of the Board. First of all do you have any questions or comments on my reports?

Mr. van der Snel stated: I would like to address the approval for the sidewalk contract for the Butterfly.

Supv. Farnsworth stated: Before you go there, this Hydrilla thing, please explain that.

iv. Pond Report

a. Hydrilla Update

Mr. van der Snel stated: After the email I got concerned because the Board approved for 40 pounds of Sonar One in the amount of \$1,300. I later sent my prescription which requires 80 pounds. My concern was it was going to cost double so it will be \$2,600 to get your registration in the ECOS Program.

Supv. Berube stated: Do you recall?

Supv. Kassel responded: In the minutes of the last meeting and I seem to recall it was 40 pounds, not 80 pounds. Maybe if we can go back to him to say during the last meeting you assured the Board it was 40 pounds to be able to go into the ECOS Program and we want you to make good on that statement.

Supv. Farnsworth asked: Do you know why it came in as 80 pounds? Did it surprise you too?

Supv. Berube responded: Yes. Here is the deal - if you remember what Mr. Scarborough talked about after Mr. Roten left. Mr. Scarborough said he is recommending 80 pounds and that is so you can get the guarantee but their normal amount of chemical for that treatment area that they would recommend is 40 pounds. In order to get the guarantee if it does not work and they will replace it they will sell you 80 pounds. Mr. Scarborough's theory was 40 pounds will do it but we will not have a guarantee if we buy that amount. It was my thought that we had agreed to 80 pounds. It was \$650 for 40 pounds and he told us we would need 80 pounds and it came to \$1,300.

Supv. Kassel stated: Here is what it is in the minutes on page 15, "*Mr. Roten stated I do not know what he is paying for chemicals. I know how much chemical needs to go in there. I recommended 40 pounds of Sonar One.*" And then "*Mr. Scarborough stated it is \$650 per 20 pounds.*" Then "*Mr. Roten stated it will be \$1,300 for the entire season's control of submersed species*

and it is absolutely guaranteed.” He is recorded on public record of saying I recommend 40 pounds and it is going to be \$1,300 for the entire season control of submersed species and it is absolutely guaranteed.

Mr. van der Snel stated: The reason I brought this up is I wanted to have your feedback on it.

Supv. Berube stated: You have it in the minutes.

Mr. van der Snel stated: I will go back to him.

Supv. Berube stated: It is pretty clear the way the minutes have it.

Mr. van der Snel stated: I just wanted to put it on record. Also, I have to notify you that there is more Hydrilla located in between Middlebrook and Feathergrass in Waterside. It is about 30%.

Supv. Farnsworth asked: Which pond?

Mr. van der Snel responded: Pond 43.

Mr. van der Snel stated: It is on the other edges but I would say about 30%.

Supv. Kassel stated: It is a brand new pond; it was built in the last 12 months.

Supv. Berube stated: It has been there longer than that. It only takes one bird or alligator to bring it in.

Supv. Walls stated: I would suggest we figure out whatever it is we need to figure out with the pond we are going to treat and determine this one later. It is not near a bigger water body; it is on its own.

Mr. van der Snel stated: I think the outfall goes into the wetlands.

Mr. Boyd stated: It does.

Supv. Kassel asked: Is it interconnected with Ponds 41 and 42?

Mr. Boyd responded: It is not; it is contained.

Supv. Kassel stated: It is contained in terms of its water flow. It is not contained in terms of its wildlife.

Supv. Berube stated: We have to get that squared away as to the pricing, figure that one out and make a decision. If it works we can treat Pond 43.

Mr. van der Snel asked: Does that answer your question?

Supv. Farnsworth responded: Yes. We were skipping over all of that.

Mr. van der Snel stated: I would like to sign off on the contract for the sidewalk on Butterfly. I did not know if I needed to bring it up to the Board.

Supv. Farnsworth stated: It is already approved.

Supv. Berube stated: It is already approved and if you are happy with it say yes.

i. Facilities Maintenance

ii. Facilities Usage

iii. Facebook Report

The monthly highlight reports are contained in the agenda package and available for public review in the District Office during normal business hours or on the website.

v. Consideration of Supplemental Procurement

a. Proposal for Pressure Washing Equipment

Mr. van der Snel stated: For the pressure washing equipment there are some changes in the prices.

Supv. Berube stated: There are a number of these that are in the package. I have done a lot of research on this and Water Cannon one is the best one. It is an expansion on what Supervisor Farnsworth brought up last meeting. He suggested a somewhat larger machine. When you get into the cleaning unit it is more than what is needed here.

Supv. Kassel stated: The Whisper Pro Surface Cleaner.

Supv. Berube stated: Yes. That is matched to the Water Cannon. The Water Cannon is made in Ft. Pierce, Florida and has what is proven to be a good engine. It also has a steam boiler on it so you can hot water clean surfaces including fences. The Water Cannon is the proper one to buy.

Supv. Kassel stated: You are talking about the \$8,049 one.

Supv. Berube stated: When you option it with everything we need.

Supv. Kassel stated: It is \$9,008.

Supv. Farnsworth stated: If you have prices different than what was distributed I cannot track that.

Mr. van der Snel stated: The Whisper Pro came to \$799.

Supv. Berube stated: We found it directly from the supplier for less money. With the price match guarantee it came down \$150.

Mr. van der Snel stated: We needed a high pressure hose and that came to \$275, a ball valve assembly which eliminates the vacuum when you turn it off at \$29, \$8 for some tips and we are going to save \$220 because I am going to pick it up myself.

Supv. Kassel stated: It is in Ft. Pierce.

Supv. Berube stated: He is going to go pick it up and get trained at the same time. What was the total revised?

Mr. van der Snel responded: \$8,979.

Supv. Berube stated: I am recommending that is the machine we want.

Supv. Farnsworth asked: Is this the V-twin one?

Supv. Berube responded: No, it is the Honda GX-390.

Supv. Farnsworth stated: Which is the V-twin.

Mr. van der Snel stated: It is the Vanguard V-twin electric start. It is the best route to go.

A MOTION was made by Supv. Kassel to approve the purchase of the pressure washer and Supv. Bokunic seconded the motion.

Supv. Walls asked: Do you have a plan for how this is going to work in terms of time.

Supv. Kassel stated: Scheduling what is going to be done when.

Mr. van der Snel responded: At this point I am going to designate one staff member for two days. That is pretty much how I can implement it.

Supv. Farnsworth stated: Two days every week. How long is going to take you to get caught up? That sounds like a long term solution but how do you get caught up to get to the long term?

Mr. van der Snel responded: Honestly, because this is my first time doing this I have no idea yet. To implement this in our workload two days is the max I can do because every time he works on the pressure washing he is not doing what he normally would do. I have to compromise, divide and conquer.

Supv. Farnsworth stated: Because we are so far behind in getting it started you may have to comprise extremely for a little while.

Supv. Berube stated: One of the reasons for buying the boiler is the hot water makes it go faster.

Supv. Farnsworth stated: I realize that but we are so far behind.

Supv. Walls stated: It is better than none.

Supv. Berube stated: We are going to get and see how many linear feet he can do per day. We will figure it out and maybe after a week or so we will know how it is going. If the Board says we want to speed this up then tell that gentleman I want for days a week and he will figure it out. That is why he is the manager and gets paid the big bucks.

On VOICE vote, the motion was approved.

Supv. Berube stated: The white fences in H1 and H2 are looking pretty messy. We have shied away from cleaning fences. I guess the ownership of the fences is ours; the developer put them in. The question becomes do you want to integrate the cleaning of those fences into the pressure washing as time permits or do you want to ignore them, wait for them to get really messy and people to start complaining.

Supv. Kassel stated: I think we should work them in.

Supv. Walls asked: Is the ownership ours for sure?

Supv. Berube responded: They got put on our property.

Mr. Boyd stated: I will have to check, I cannot remember specifically if all the fences fall on CDD land or developer land. I can verify that.

Supv. Kassel stated: The developer should not own anymore land at the western entrance.

Mr. Boyd stated: I believe that is all CDD.

Supv. Kassel stated: On the west side is the townhouses and some of those fences may actually be on developer property. We can do the ones on CDD property.

Supv. Walls stated: If they are ours clean them.

Supv. Berube stated: For the vast majority of the fence we are cutting the grass on the front and backside of the fence. If we are cutting the grass on both sides of the fence, that is probably going to be our fence or land. I agree the townhome strip which is a very small piece of the overall footage is probably a developer fence however we are cutting up to the front of that fence. The effort needed to clean that strip of fence compared to the rest of it is minor. Do you really want to clean all of the fence and leave a hundred feet or so looking black and streaky.

Supv. Kassel stated: You know we have residents coming in saying they are second class citizens so you probably should just do it.

Supv. Berube stated: The H1 tract is where the townhomes are. I think the will of the Board is to clean the fence.

Supv. Farnsworth stated: That is down low on the priorities.

Supv. Berube stated: You are going to be cleaning stuff for a long time. You will probably wear out the machine before it gets cleaned.

b. Butterfly Sidewalk Project Furniture Quotes

Mr. van der Snel stated: I have two quotes for you. Recycle Design are the more expensive ones and the ones we already have are the Victoria line. There is a significant difference in price - I think the quality is the same because it is recycled plastic. KirbyBuilt was significantly lower however the aesthetics of the bench is a little different than we normally have. The Victoria is what we have around the property. This is a six foot bench but it has a divider. We have a similar bench in Needle Grass and in The Estates.

Supv. Berube stated: These benches are not going to be near other benches for comparison. For the details of the look, we are not trying to match anything. Is your recommendation to go with the cheaper version?

Mr. van der Snel responded: Yes. It is \$4,000 difference.

On MOTION by Supv. Berube, seconded by Supv. Kassel, with Supv. Berube, Supv. Kassel, Supv. Bokunic, Supv. Farnsworth voting aye and Supv. Walls voting nay, the quote as listed by KirbyBuilt not to exceed \$5,315.73 was approved.

c. Ashley Park Back Alleyways Paving Proposals

- Driveway Maintenance, Inc.
- Hall Company, Inc.
- Atlantic Southern Paving & Sealcoating

Supv. Farnsworth stated: You have prices all over the place on this one.

Supv. Berube stated: It is pretty simple. I think the Hall Company, Inc. was the most responsive. But to back up for a second - how do we want to pay for the pressure washer? Do we want to take it out of the budget, even though it was not budgeted or do you want to reach into reserves for sidewalks and alleyways.

Supv. Farnsworth stated: We have \$15,000 or \$20,000 in Vehicle Procurement or something like that. What is that for?

Supv. Berube responded: That was for the side-by-side, \$12,000.

Supv. Walls stated: Put it in the line item it needs to go into and we will fix it later if we need to.

Supv. Kassel stated: In sidewalks and alleyways. We will have to do an adjustment to make sure the line item is adequately funded.

Mr. Koncar stated: You can do a budget amendment now. You have \$165,000 in your reserves for sidewalks and alleyways.

Supv. Walls stated: Just let it hit and we will fix it after because you do not know how much it is.

Mr. Koncar stated: We can do that.

Supv. Berube stated: What this contemplates is every single alley in Ashley Park including the parking cut outs, little extensions like the mailboxes, the parking stops and they are going to add four bollards as we discussed earlier in a couple of select areas where the trash trucks continuously run on people's property. Those will be 4-inch steel posts set in concrete painted bright yellow. When you dig into all of this Hall Company meets all the needs; this is what they do. They were the first one to respond to Mr. van der Snel's call. The guy showed up, here you go, gave him everything he asked for and the other guys he had to chase and they waited until the last day to give quotes.

Supv. Kassel stated: November 10th is the quote from Hall and November 9th is the quote from Driveway Maintenance.

Supv. Berube stated: the Hall Company quote is half what the other two wanted. It was clear Driveway Maintenance and Atlantic Southern were not too interested in getting this job. I have looked at it and based on Mr. van der Snel's conversation with the folks from Hall Company I am recommending we go with the Hall Company.

Supv. Kassel asked: Why is there such a disparity in price? Double and triple. How can that be accounted for?

Supv. Berube responded: Some people are in this business with small equipment that fits in and want the small areas. The one is called Driveway Maintenance but they seem to have bigger equipment and look at bigger jobs. If you remember the problem we had with Allstate was that their equipment was too big to get in here and grind the roads. It just seems the Hall Company is more in tune with what we needed here which is confined area, a lot of detail work at the end of driveways and pavement obstructions of manhole covers and all that. I know it is strikingly different and why you have three quotes.

Supv. Kassel asked: In terms of pricing and the company's we have the quotes from can you say anything to us about that?

Mr. Boyd responded I do not know, I was not involved in this process. I have heard of the Hall Company, I have not heard of the other companies.

Supv. Kassel asked: What have you heard about Hall Company?

Mr. Boyd responded: I am aware of their name; I think they have been around for awhile but I have not worked with them directly.

Supv. Kassel asked: Have you heard anything bad about them?

Mr. Boyd responded: I have not heard anything bad about them.

Supv. Kassel asked: Have you heard anything good about them?

Mr. Boyd responded: Not specifically.

Supv. Kassel asked: Any thoughts from you about the disparity in price? You can see the prices - \$62,000 versus \$126,000 versus \$169,000.

Mr. Qualls responded: My only questions would be - are they bidding the same quantities.

Supv. Bokunic stated: Apples-to-apples.

Supv. Farnsworth stated: The first two I kind of understood. I tried to read through the Atlantic Southern and with all the options they have in there I could not figure out what they were talking about.

Supv. Berube stated: If you look at it they give you all these things about grind and overlay, raised obstructions and thermal plastic paint, curb cuts, etcetera. Hall Company's is just here is what we are going to do. We are going to come in, grind the edges so they meet smoothly, grind around the sewer inlets.

Supv. Farnsworth stated: I understood everything but if you tried to read through Atlantic Southern I did not understand anything.

Mr. Boyd stated: Hall Company did include milling and that would be a main concern.

Supv. Berube stated: I looked at the Hall Company quote carefully. I remember what we went through with Allstate and the problems with administering all of it. It is all addressed in the Hall Company quote at the cheapest price. I would expect we can avoid a potential lawsuit this time.

Supv. Kassel stated: The Hall Company proposal suggests profile mill 1,500 linear feet and then power broom existing asphalt 6,885 feet. If you compare that then with Driveway Maintenance, they have 7,050 square yards of milling.

Supv. Berube stated: The profile milling that Hall Company is offering is just the areas where the asphalt will meet concrete driveways. They are going to mill it so they are flush. They will profile

mill around the sewer outlets so the new asphalt will have like a bowl to run the water into the sewer outlets or away from it, as the case may be. At the end of the parking areas where it meets the ground they will grind. They are profile milling 1,500 linear feet and broom 6,800 feet. The other guys are quoting on square feet.

Supv. Kassel stated: Square yards. It is 7,050 square yards of milling and is one of the reasons why the price is so different and then the paving - asphalt overlay they vary by 200 square yards. Then applying a layer of tack for the asphalt to stick to - Hall Company is 1-inch and Driveway Maintenance is 1½-inches. That is a question I have for the Engineer as to how much more durable and how many more years are we going to get for 1½-inches versus 1-inch.

Mr. Boyd responded: I was trying to tabulate some of these linear costs to square yards cost so I did not catch all your question.

Supv. Kassel stated: In the Hall Company proposal they propose to lay 1-inch of asphalt whereas Driveway Maintenance is quoting for 1½-inches.

Mr. Boyd responded: For a repaving operation 1-inch would be sufficient. I do not see a need to go to 1½-inch.

Supv. Wall stated: The third proposal is 2-inches.

Supv. Berube stated: You have to remember if they are milling all of it they are going to be taking off some asphalt so the base layer now becomes weaker if they mill it off and is why they are going to put a thicker top layer. If they mill all the square yards which two of them are suggesting in their premium prices you take off what may be good asphalt and then have to replace it so you have the durability of the road. Hall Company is only going to mill at the areas where you have to flush it, leave the rest of it un-milled which is the argument we had with Allstate because the contract called for them to mill it all and they said we are not going to that, started paving it and we got into the dispute.

Supv. Kassel asked: Do you believe that the minimal milling that is being proposed by Hall Company is sufficient for our needs and will give us a durable outcome?

Mr. Boyd responded: I am not sure. I am not sure how they measured the 1,500 linear feet. Are they planning to just mill at the transition points?

Supv. Berube responded: Wherever there is an obstruction and driveways.

Mr. Boyd stated: My only concern is they need to clean up where there is a crack that is bulged. That needs to be ironed out or milled before the overlay goes in because that is immediately going to reflect.

Supv. Berube stated: We will make the contract say that.

Mr. Boyd stated: They may not need to mill 100% of the surface but they at least need to mill down all non-smooth surfaces.

Supv. Berube stated: I contemplated putting in the contract that they have to mill all areas to make it smooth, no lumps over the manhole covers, graded to eliminate ponding. All the things we had a problem with last time are going to become part of the contract.

Mr. Boyd stated: As long as there is no ponding now there should be no ponding after this is done.

Supv. Kassel asked: Is there ponding now?

Supv. Berube responded: In Ashley Park there is very little. What happens is when they repave you can create ponding.

Mr. Boyd stated: If the surface is uneven would be the only reason.

Supv. Berube stated: When working around obstructions like the sewer covers if they are not careful. That is part of the deal; we do not want ponding because everybody complains about that. There are certain modifications we will put in the contract and they can take it or leave it.

Mr. Boyd stated: My main question would be how are they dealing with the existing cracks and abnormal surfaces other than where there is an obvious transition they need to mill.

Supv. Bokunic stated: We can get those questions answered.

Mr. Boyd stated: To answer your question 1-inch of asphalt would normally be sufficient for what you are doing here.

Supv. Walls asked: Do we need the thermo plastic?

Mr. Boyd responded: No.

Supv. Kassel stated: They are not offering the thermo plastic.

Supv. Berube stated: I think it is an add on for \$1,500.

Supv. Kassel stated: I do have a question about painting arrows or arrows with an only. People go the wrong way down alleys all the time and I wonder if having that on the entry to alleyway would help.

Supv. Farnsworth stated: Don't most of the alleys have that? It might be worn off by now.

Supv. Berube stated: Very few have arrows. Some do not even have edge stripes.

Supv. Bokunic stated: It is the Wild West in Ashley Park, they go every which way.

Supv. Kassel stated: If there is no indication people have a reasonable expectation. For example in the alleyway behind my house there are two entrances but I do not know that there are any obvious one-way signs when you enter. I do not know how much it cost.

Supv. Farnsworth asked: How much does paint cost?

Supv. Berube responded: It is not terribly expensive.

Supv. Kassel stated: It says 75 cents a linear foot for a 4-inch control line.

Supv. Berube stated: An arrow would be a foot wide and probably 4-foot long. It cannot cost \$100 for an arrow. Its one thing to paint a straight line 4-inches wide and it is another to layout an arrow. The last time around we paid \$150 for each white line that went across the alleys at the stop sign. We can add arrows. So the questions we have are: we want to be sure all of the transitions will be flush, treatment of all the crack areas to prevent any raised areas after paving, and how much does it cost to put a one-way arrow per arrow. Do you want to approve it now and get answers or hold it for another week, another month? What do you want to do?

Supv. Farnsworth responded: You might as well go with it with the proviso.

Supv. Walls stated: Satisfactory answers to all the questions.

A MOTION was made by Supv. Farnsworth to select Hall Company, providing revisions as discussed are incorporated into the contract.
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Supv. Kassel stated: Not to exceed \$61,192.35.

Supv. Walls stated: We may add something.

Supv. Berube stated: We may add particular additions as discussed such as arrows.

Supv. Bokunic seconded the motion and, with all in favor, the motion was approved.
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Supv. Berube stated: We picked Ashley Park because it is a contained area. The last time we scattered the contractor here and there making it a problem to monitor. Ashley Park had many of the worst areas that I could find. Hopefully, if they do a nice job we can continue this because we have money to spend; we have ignored it for a number of years.

Jason stated: It is funny that you bring this up because the Ashley Park Board, meaning Michelle and Margaret, have been screaming down my ear for months about stuff that I do not

necessarily see. I said okay one day I will fill out the speakers request to bring it up to the CDD and low and behold it is here on the meeting.

Supv. Berube stated: Tell them I went to that meeting and pounded on that table and they put a proposal forward and they are going to pave the roads.

Jason asked: Do you have an estimate on when it might start?

Supv. Berube responded: We have to get satisfactory answers, get it put into a contract, so realistically probably January/February.

SEVENTH ORDER OF BUSINESS

District Manager's Report

Supv. Berube asked: Did anybody notice in this month's invoices the OUC invoices were dated October and were exactly the same invoices we got in the October package.

Mr. Koncar stated: I did get an answer on that. The problem is the way our system is setup we are required to write a report and it duplicated and it should not have. You should have gotten a different set of invoices; it was duplicated from the month before.

Supv. Kassel asked: How do we address that in terms of invoice approval?

Mr. Koncar responded: We will fix that in your next meeting. One of the things I recommend, and the Chairman and I talked about this before the meeting, the District is setup on Avid Xchange and we need to give the Board members access. Avid Xchange allows you to go in through a web portal, view all the District invoices that are being considered for payment and we can include them in the package if you want.

Supv. Kassel stated: It is important for the residents or anybody for public records.

Mr. Koncar stated: We can give the Board access and I will get with Ms. Paula Davis who heads up our Accounts Payable. I will get her to work with you and send you an access email of how you get into the system so you can start viewing those invoices ahead of time.

Supv. Berube stated: Avid Xchange is used by the HROA. They basically scan invoices in, line them all up and send you an email that you have invoices in the queue. On the HROA I get them, signoff on them, but anybody can go in to look at them. Do they load them as they come in?

Mr. Koncar responded: Yes, it is a live system. If you look at something tonight and you look at it tomorrow it will be different because we are constantly loading them in. The other thing is you can do searches like how much have we spent on this vendor. You can do a search and it will give you

a 12-month search. If you want to setup someone on the Board for approval of invoices, you can do that as well.

Supv. Kassel stated: We are not going to do that because we approve them as a Board.

Mr. Koncar stated: That is fine; it just gives you several different options.

Supv. Berube stated: That process is happening and we are in line with that, right?

Mr. Koncar responded: yes, sir.

Supv. Berube stated: I have another concern and I think I saw on your monthly invoice that there was a late charge credit. We had late charges from Spectrum and Home Depot that I noticed. It was a credit for a late charge and I presume that is what that is.

Mr. Koncar stated: Right.

Supv. Berube asked: What is happening? We strive to pay our bills on time and getting late charges and finance charges, what happened in your office? I know there have been some personnel changes.

Mr. Koncar responded: I think that is what the issue was but if there are late charges, we will take care of them. Our staff is up-to-date now and we should be able to avoid that in the future.

Supv. Berube stated: I noticed on many of the debit card invoices it says awaiting invoices from field staff or receipts from field staff. I asked Mr. van der Snel what do you know about that and apparently there was another personnel change in your office and Ms. Tiziana Cessna left and all the receipts he was sending in were going to Ms. Cessna's email and nobody knew about it, somebody absorbed that job, couldn't get Ms. Cessna's receipts and he had to go back and try to recreate them so they did not get here in time.

Mr. Koncar stated: The emails should have been picked up by somebody else.

Supv. Berube stated: Not according to somebody. The personnel changes at Severn Trent are kind of a problem. I have been waiting for this check since last month and Mr. Koncar was kind enough to deliver it today because it got tied up in Avid Xchange so apparently there is some learning curve there as well. Severn Trent, nice folks but this constant rotation of people is just a little bit problematic. At this point we will say Mr. Manager it is your turn.

A. Financial Statements for October 31, 2017

Mr. Koncar stated: the first item we have is approval of your financials. They were sent under separate cover and I did put hardcopies in front of you. This is for your financials for October 31,

2017. To update you, your expenditures are not over budget based on where you are in the fiscal year but one of the things that always sticks out in the beginning of the year is we have to pay your General Liability insurance upfront and it is \$25,000. Your total expenditures from the General Fund were about \$99,000 for the month. You are behind your budget and in a good position financially. We did talk a little bit about the reserves on the Balance Sheet. You have Unassigned Fund Balance of \$357,000. You should be getting your assessment revenues in December. At the next meeting we should show some with the November report.

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the October 31, 2017 Financial Statements were approved.

B. Invoice Approval #211, Check Register and Debit Invoices

Supv. Kassel stated: There are \$62 invoices with the same invoice number - one from Moyer Management Group and one from OUC.

Supv. Berube asked: Are you looking at the check register or the invoices? The Moyer Management Group was \$62 for website firewall protection going back to July and there was something from OUC that was apparently a typo, but that was last month. It would show up in the check register but it was in last month's invoices.

Supv. Walls stated: There is another one in here, I remember seeing it too.

Supv. Berube stated: Maybe more stuff from October got carried to November.

Supv. Kassel stated: That is what the problem is, it was incorrect information in the agenda and they sent a new invoice approval #211. What was in the agenda was #210.

Supv. Berube asked: How are we going to handle the invoice approval? Are we going to approve the invoices for the month subject to the adjustment for the OUC account? It really does not matter because they have already been paid.

Supv. Kassel stated: But it is not this amount.

Supv. Berube stated: No.

Supv. Walls stated: We will remove the OUC invoices and next month we can do two months.

Supv. Farnsworth asked: How do we do that?

Supv. Berube responded: The manager will have to be cognizant of that need. Did you listen to that Mr. Koncar? We are going to approve the invoices subject to the OUC being removed and next

month's package will have the OUC from this month and next month's as part of the invoice approval. It really does not matter because they have already been paid.

Supv. Kassel stated: We are approving an invoice summary that is incorrect. Let's approve it expect for the OUC amount.

On MOTION by Supv. Kassel, seconded by Supv. Walls, with all in favor, Invoice Approval #211, the check register, as amended to remove OUC and debit invoices were approved.

C. Consideration of Audit Engagement for Fiscal Year 2017 ager

Mr. Koncar stated: This is something that we need to do to get your audit completed. I did check and the proposal is going to be same as what you paid last year for your audit. This is something you have to do every year as required by Statute. The proposal is from Berger, Toombs.

Supv. Berube stated: It was \$4,500.

Supv. Kassel stated: \$4,355.

On MOTION by Supv. Walls, seconded by Supv. Kassel, with all in favor, the Audit Engagement with Berger, Toombs, Elam, Gaines and Frank in the amount of \$4,355 was approved.

D. Facility Usage Applications

Supv. Berube stated: You have a Facilities Usage line.

Mr. Koncar stated: There are none.

EIGHTH ORDER OF BUSINESS

Topical Subject Discussion

A. Consideration of Salaried Position Status for Field Operations Manager

Supv. Berube stated: I think we have already considered that and will we handled as part of the Employee Handbook and job description package.

Supv. Kassel stated: I thought we discussed that verbiage might be added once we discussed it in the regular meeting.

Supv. Farnsworth stated: That was not settled.

Supv. Kassel stated: We need information - we need numbers and documents to show us what it is we are approving. We need to understand what the figures are and how they are different going from hourly to salaried.

Supv. Farnsworth stated: My question when I read this was not what you get out of it but what does the District get out of that change. What is our motivation for doing it.

Supv. Berube responded: Upfront it is about even.

Mr. Koncar stated: If you switch an employee from an hourly to salaried you are going to avoid overtime costs. It depends on how much the work is. The other side of that is there are some FSLA requirements depending on if the individual supervises someone and what they do in terms of their work.

Supv. Farnsworth stated: You mean there is no such thing as a Straw Boss any longer.

Mr. Koncar stated: not anymore.

Supv. Farnsworth asked: Are there no longer Field Supervisors that are not salaried.

Mr. Koncar responded No, in fact there was Congress that I thinking is pending that they were talking about having a minimum salary for salaried employees. The minimum salary was set at around \$48,000. Because of the requirements for management personnel - they supervise individuals, they do evaluations, they have hiring and firing authority and that is something Congress is considering right now.

Supv. Walls stated: Right now it is \$27,000.

Mr. Koncar stated: At Severn Trent for our personnel if you were in that category we increased their salary because we know it is coming and is going to end up being a requirement. It won't be an option anymore once they pass the legislation.

Mr. van der Snel stated: In my case, I did make a calculation but I do not want it to be on public record.

Supv. Walls stated: It is all public record.

Supv. Berube stated: If you do not want it to be public record this is not moving.

Supv. Walls stated: When we do the pay ranges and such it is all public record. My salary is public record that is just the way it is.

Mr. van der Snel stated: I have a calculation for the Board if they want to accept that.

Supv. Berube stated: Why don't we put this together with the job description and all of that. You can put your six month average, here is what I am requesting to be at and we will handle it all in one meeting.

Supv. Walls stated: I suggest you work with the District Manager. I am sure they employee similar type operation managers, what they make, what the market is.

Supv. Farnsworth stated: What I am taking from this is bottom line is this is not an option. What you are saying is it is mandated is what I am hearing.

Mr. Qualls stated: There are many requirements for being exempt. I think a large portion of the law is designed to make sure you are not making your employees salaried to avoid overtime. We will get all of that together and it will be much more clear.

Supv. Berube stated: The job description, which we may or may not accept, will largely detail whether we are required to make it an exempt position or not. As you add more details to the requirements things change. The job description will be the determining factor.

Supv. Farnsworth stated: I am coming away from all this discussion with it is going to be mandated is what I get out of it.

Supv. Berube stated: Not yet. There will probably be a recommendation that it should be. The job description and what his job entails by description that we accept may cause a move towards that action.

NINTH ORDER OF BUSINESS

Supervisors' Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv. Kassel, seconded by Supv. Walls, with all in favor, the meeting was adjourned.

{District Manager}
Secretary

Steven Berube
Chairman