

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, June 28, 2018, at 6: 00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube
Ray Walls
Kerul Kassel
William Bokunic
David Farnsworth

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Bob Koncar
Kayla Scarpone
Steve Boyd
Gerhard van der Snel
Kristen Suit
Alan Baldwin
Residents and Members of the Public

District Manager - InfraMark
District Counsel – Young Qualls, PA
Engineer - Boyd Civil Engineering
District Staff - Field Manager
District Manager - InfraMark
Accounting Manager - InfraMark

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 the record will reflect we have a full Board.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Alan Santacruz, 3329 Bracket Fern Drive, stated: There was an incident with a boat that six or eight months ago. I have been going to the boat for the last ten and a half years with no issues. Like any ordinary day, that day I went with a couple of homeowners. Mr. Mike Scarborough was not there, but he told us on the phone to take the boat. We did exactly what he instructed. When we got there, the gate was open and we took the boat and went out fishing; there were no issues. When we came back, we waited for someone to greet us and there was no one there. At that point in time, we did what everyone else was doing; we shut off the boat, put the keys there and left the door open like they wanted it. Three weeks down the road, I got a notification that there was some damages to the boat; not damages to the boat but, a fishing line tied up to the propeller and I got blamed for that. I came here with a couple of homeowners to vouch the truth. \$269 is not a lot of money, but if you did not do anything, why pay for it, right? You told me you would have another meeting, but no one called me. I have not been using the boat. I called the CDD last week to find out if I could use the boat or what happened. I received a call from Mr. van der Snel who told me to stop calling the office. I told him I was only trying to find out what was going on. I was not harassing anyone. This put me in a position of either paying, and if I am not going to pay, there will be penalties. I have not done any damages; no one was there from the beginning, nor at the end. How can they blame it on me? It just makes no sense. Like I explained to the other individual, nobody was there. They cannot pin it on you. It makes no sense to me and I hope you can come to some resolution. I will not pay for this, because I did not do it. When we left that boat, it was perfectly fine. We have never had any issues with the boat. I enjoyed the boat, going out with my family, and everything else.

Do not make me pay for something that I did not do and tell me if I do not, there will be fees and assessments. If you have proof that we did it, then I am ready to pay right now.

Supv. Berube stated: Supervisor Walls, when this all took place, I was absent, I was here by phone. You were running the meeting and I think you came to a conclusion after some discussion. Would you like to reiterate your thoughts?

Supv. Walls stated: I believe this was some months ago and the way we looked at it, fair or not, if I go to rent a car and bring the car back, the car has damage and I do not specify and tell someone. Even if I bring the car back and it is perfect; if I do not get signed off by someone and just leave the car, I am responsible. That is the agreement we sign when we take the car. It is the same agreement we sign when we take the boat. Our guy told us when he came back and found the boat, it had damage to it. If you say someone was not there, I believe you. But the issue is, if I take the boat, I will wait until someone gets there, I will call and do whatever it takes to make sure I am not on the hook for something I did not do. According to our boat master, you were the last person to take the boat out. They found some damage on it. You were not there to show anyone that you brought the boat back in good condition.

Mr. Santacruz responded: Thank you for that. Unfortunately, when I drop off a rental car, there has to be someone there to sign, or I am not leaving. I was out in the sunlight on the boat for four and a half hours. That did not make it easy for me to wait for someone. They told me to leave it there and go. They have the honor system with me, but my issue is how did they tie that down to me? It makes no sense. When we left the boat, there were no issues with the boat. It is just the principle at this point.

Supv. Walls stated: This is the conversation we should have been having. You guys left and when they came back, the boat was damaged. You were the last person in possession of the boat, according to our people. The same thing would happen if you had a rental car and had no one sign off on it. You were the last person in possession of that rental car and it is your responsibility.

Mr. Santacruz stated: But, this is not a rental car.

Supv. Walls stated: It is the same principle; we have the same agreement.

Mr. Santacruz stated: We left it in fine condition. I treat that baby with the utmost respect. How do you pin that on me? We have to keep in mind that the only one losing is me. I will not pay for something I did not break. You can keep taking my privileges away for a boat that I love to use with my kids.

Supv. Kassel stated: Our Field Services person recalls seeing a certain fishing item amongst your fishing poles that was part of what was wound around the propeller. It was some green bobber.

Mr. Santacruz stated: Unfortunately, nobody was there. I have no idea why he said it was me. I do not have any green bobbbers.

Supv. Kassel stated: It belongs to one of the guests you brought with you on the boat. They had the bobber. The Field Services person noticed it.

Mr. Santacruz stated: The Field Service person was not there. Where is he getting this from?

Supv. Kassel responded: When you were out.

Mr. Santacruz stated: Nobody was there when I took the boat out and nobody was there when I brought the boat back.

Supv. Berube stated: The bottom line is, the Board made a decision a year ago. What you are hearing is that the Board is not going to change positions right now. If you do not pay for the damages that have been assessed, your access privileges to the boat will remain off limits.

Mr. Santacruz stated: That is fine. I am not disputing that. I am not going to pay it. What I am disputing is, if I do not pay it, fees will be assessed on top of that. If that is the case, I need you to prove that because it says it in the letter. It says if I do not pay by the deadline, there will be fees assessed. My mistake; it basically says I will have my privileges taken away. That was the only reason why I came here; if I was going to be assessed more fees, you would have to prove that.

Supv. Bokunic asked: Will his ID cards be declined?

Supv. Berube responded: Key card access is declined for all facilities.

Supv. Bokunic stated: For \$200 plus dollars, you will lose access to everything.

Mr. Santacruz stated: Unfortunately, I have to prove a point here that I did not do it. I will not pay for someone else's liability. If you cannot come up with a resolution, I will not budge.

Supv. Berube inquired: What do you suggest?

Mr. Santacruz responded: The first thing I wanted to do here was get it out in the open. Like I said, there is some mis-translation here. She did not know that, obviously there was nobody here in the beginning, nor the end. You all dropped the ball; you must take responsibility for the whole thing. God only knows who took the boat. It could have been anybody.

Supv. Berube asked: In 20 minutes?

Mr. Santacruz responded: It takes two seconds. That means nothing. From what I understand, he let someone else take the boat out. They came back and said it was not working.

Supv. Berube stated: In your words, you said you will not budge if we do not budge. This Board will not budge; therefore, you will not budge. Thanks for coming. It is what it is.

Mr. Santacruz stated: You do not want to do the right thing and the honest thing and say they messed up. That is the honest thing. They were not there in the beginning; they were not there at the end. If they are doing this to me, who else are they going to do it to?

Supv. Berube stated: You are the only one.

Mr. Santacruz stated: That is singling out somebody don't you think?

Supv. Berube responded: I have no idea.

Mr. Santacruz stated: There were four other homeowners here and you said they were liars, too.

Supv. Berube stated: Nobody said you were a liar.

Mr. Santacruz stated: I beg to differ. What do you propose, Mr. President? Why don't we meet half way?

Supv. Berube responded: I am not the President. You said if we do not budge, you will not budge.

Mr. Santacruz stated: I am taking the same stand as you. If you are willing to meet me half way, I am willing to meet you. You want to be hard like that, then that is fine.

Supv. Berube stated: I am using your words, Sir.

Mr. Santacruz stated: I am redacting my words and I am saying meet me half way.

Supv. Walls stated: I am not changing my decision. Anybody changing your decision?

Mr. Santacruz stated: It is a disgrace what you are doing. This is a dictatorship. They cannot find anything on me. There was nobody there. They do not even have the decency to say we dropped the ball and

apologize. I can meet you half way, why don't you meet me half way? What is your problem? I do not have one. I am ready to meet half way.

Supv. Berube responded: I am just going by what you told us.

Mr. Santacruz stated: I redacted that and said I would meet you half way.

Supv. Walls stated: Thank you, we are done.

Mr. van der Snel stated: The bench has been completed.

Supv. Berube stated: I might have mentioned to you that I asked Mr. van der Snel about a tree that might get transplanted from some other facility. He is looking around for another candidate for transplantation that will go right around it. If we cannot do that, maybe we can figure out something to dress up Scout Square.

Mr. Steve Hornak stated: Sounds good.

Supv. Berube asked: Did you get a plaque for the Little Free Library?

Mr. van der Snel answered: No.

Mr. Hornak stated: We actually have one being made. The person making it is a volunteer, and is just going very slow; but it will be done. I will make a comment on the plaque by the Scout Park. It is bowing out a little bit. I am worried that someone might get scratched on the edge of it.

Supv. Berube stated: We can put a couple of screws on it. It has turned out to be a nice little facility that gets a lot of attention. I think that the bench might get more use if it were shaded. People like shade, we are working on it.

Mr. Hornak stated: I would suggest a gazebo.

Supv. Berube stated: That was in the background, if we cannot find a tree. It is working out pretty nice. Thanks to the Scout Troops for giving us some good ideas and improving Harmony in little ways that make a big impact. Anything else on the plaque? By the way, the concrete pad was done by the Field Services group. We bought a gasoline-powered cement mixer because we do a lot of concrete work. It is increasing all the time with things like this and sidewalks. We spent \$500; it is mobile and gasoline-powered. Field Services poured the entire platform there. For the cost of one cement mixer which will be used for years and 20 bags of cement, it worked out pretty well.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 31, 2018 Meeting

Supv. Kassel stated: I sent some minor corrections to the CDD management company and I am moving to approve.

On MOTION by *Supv. Kassel*, seconded by *Supv. Walls*, with all in favor, the May 31, 2018 meeting minutes were approved, as amended.

FOURTH ORDER OF BUSINESS

Subcontractors Reports

A. Servello

i. Grounds Maintenance Status

Supv. Berube stated: We have Mr. Jason Miguez and Mr. Scotty Feliciano.

Mr. Miguez stated: It is very simple on the maintenance. We are back in full swing for Spring. The week of May 28th, we installed the Azaleas, Jack Frost, in Blazing Star Park.

Mr. Feliciano stated: What he is trying to say is all approved enhancement work has been completed. There are minor issues throughout the community where the mulch is thin in certain places. We are going back and adding additional mulch. I know you said there were a few places that mulch was thin. We are going back and thicken those areas as well. All St. Augustine areas are being cut weekly. I know there have been some issues with the Bahia areas. I have seen some emails come across where the residents want the Bahia areas cut more than it is contracted. In some areas, we are cutting more than it is contracted; but since this is the rainy season, you can cut one week and the next week if you happen to miss that area it gets pretty high up. Those are the areas that Mr. Miguez and his crew are having issues with right now.

Mr. van der Snel stated: We are waiting on the Viburnum for the dog park.

Supv. Berube stated: Let us back up to the mulch. I am presuming that rain or shine, it is done. There are trees in Blazing Star Park.

Mr. Miguez stated: Yes, those are on the to-do list for tomorrow and I do have mulch for that over at the shop.

Supv. Berube stated: There are also a row of trees on the access path to Buck Lake on the right. There are seven or eight trees as you go past the parking lot and get down that access path. There are trees to the right that have not been mulched.

Mr. Miguez asked: That was not done on Friday?

Supv. Berube responded: They were mulched previously. The last remaining piece of the mulch puzzle is the Pine Straw. When is this going to get completed?

Mr. Feliciano responded: We have all the materials at the shop. That will be completed by the end of next week.

Supv. Berube stated: Do not forget, some of the little pocket parks have Pine trees and little stands, specifically in neighborhood H2 at the end of Gold Star. There are a whole bunch of trees there and there are two problems with the Pine Straw areas there. It has not been pinned in a long time, nor have those tree rings been cleaned out.

Mr. Miguez stated: It was done today.

Supv. Berube stated: My notes are getting to the right place.

Mr. Miguez stated: If I had gotten there sooner, we would not be having this conversation.

Supv. Berube stated: That is okay. I am a little behind on following up as well. I have been a little busy. Can we move on to the Tree Trimming Project?

Mr. Feliciano stated: First and foremost, I would like to take full responsibility for us being so severely behind. I dropped the ball on it last month. I took some time off due to personal issues. With our industry in general, we have struggled with manpower, especially in the arbor division. The guys that I hire have to be certified trimmers for our insurance carriers. In our industry right now, we are losing a lot of guys to the construction industry. It is tearing us up from our labors, regular maintenance all the way through to arbor division. We have also had some mechanical issues that I am sure you are aware of. I take full responsibility for that. I went through and did manage to count trees in certain areas. I am not saying the numbers are perfect, but I went through Oak Glen, the Estates.

Supv. Berube stated: I appreciate the specifics but there is a more general question. When we talked about the specifics of this contract, you were to trim all the street trees on the interior streets throughout the property. No dispute about that. Concurrently, you were going to do another trimming, or you were also going to trim all the rest of the trees on the perimeter roads in the rest of your service area. Every tree in your service area, if you cut the grass on it, you are going to trim that tree. Maybe you know this, maybe you don't, but your guys have not gone off the street trees yet. Not every tree off the street in Lake Shore Park, the pocket parks behind the street trees in the Estates area, has been touched.

Mr. Feliciano stated: I know the Estates have not because I went inside the Estates and counted every single tree.

Supv. Berube stated: The deal is we agreed that every tree in your service area should be trimmed and that is part of this contract. The tree trimming crew, when it started the project three months ago, consisted of six guys, a truck to catch all the chippings, a chipper, a bucket truck, a couple of guys with some chainsaws, some snip trimmers and a pole saw or two. Everybody was working. As time has gone on, what I see here now are two guys, one with a pole saw, an open landscape trailer, and a pickup truck. I do not know who the supervisor is, or whether these guys are certified or not but they are spending a lot of time trimming the stuff off the tree, loading the trailer, hauling it to the compound, unloading the trailer. When he comes back, the guys get more stuff trimmed. They are not getting anywhere. They show up at 9:00 in the morning and leave at 2:30 in the afternoon. They average about three trees a day, six or seven. By your count today, you have 259 trees. With six trees a day, on a good day, or eight a day, you have 30 plus days before you go and finish the trees that you have counted, yet you told the District Manager that you would be here for a week and a half. My math and your math do not seem to match up.

Mr. Feliciano stated: You are correct; it was not six or seven but the manpower has dropped. We have lost a lot of guys due to the construction industry. The reason why you did not see the chipper at the time is because we did not have it at the time. That has been fixed and returned to us. It was 23 trees that I personally counted myself. I gave the District Manager a three-week timeframe. He wanted us to speed up the process and I told him that I would get it done in a week and a half.

Supv. Berube asked: 23 trees in four days this week?

Mr. Feliciano responded: No, it was not four days this week. They are not here four days. I have sat with guys, have the truck back and I do have the chipper going. It is embarrassing; I have never had a tree project take this long before. We are going to ramp up the crew; we will be out here tomorrow and next week. My goal is to have everything wrapped up in a week and a half.

Supv. Berube stated: Many of the trees that got trimmed are now hanging really low to the point that some people are going out with their own clippers and adjusting the tree heights. On many streets, the trees that have the big pruning are now down to the point that if you have a bicycle by them, they hit you in the head. I know because I ride my bicycle by them.

Mr. Feliciano stated: You are correct, that was on Dark Sky. Those trees were not trimmed.

Supv. Berube stated: I think the normal lift of those trees is done by his group normally.

Mr. Migués stated: Normally in the general service areas that we will refer to, we will tip them off with trimmers just head level so they are not hitting people in the head.

Supv. Berube stated: Let us move on to the next thing. The OUC lights, many light poles.

Supv. Kassel stated: They address that in this letter.

Supv. Berube stated: We have to go back and trim all those and make sure all the stop signs are clear. My biggest concern was having them not move off the street, and that we had a miscommunication as to all those off-street trees being trimmed. I thought we were pretty clear about it, and you agreed with it.

Mr. Feliciano stated: I will gladly go back through the pocket parks. I went through plenty where they were trimmed. If we are missing any, again, we will get them trimmed.

Supv. Berube stated: I did not say all of them, I said some. On Lakeshore Park, you have the path that goes along the pond; there are big trees that are hanging down. I know because I ride my bicycle there and it hit me in the face. I want to be sure we are all on the same page with all the trees that are going to be trimmed. What is your best guess as to when this is going to be complete?

Mr. Feliciano responded: I said three weeks but I want to wrap it up in a week and a half.

Supv. Kassel stated: Between a week and a half and three weeks.

Mr. Feliciano stated: I want to put this to bed. Just the contract for the trees alone was 1,728 trees. We had to bring wages up to try and compensate for the construction.

Supv. Berube stated: We understand. We do the hiring game ourselves. I think we covered the trees and the mulching. Are there any comments from the Board?

Supv. Kassel stated: There was a note in the Field Services Resident Report about some trimming needed at the dog park that was resolved, but it was not fully resolved. I spoke with your men and I do not know if they related this to you, but thank you for trimming near the faucet. There is more trimming that needs to be done from the corner of the fence all the way back to the other side of the shed. You cannot access the front of the shed because there are all kinds of growth there, so if you can just trim it up at level with the fence all the way up to the corner. If you could maybe get some of that down, because it is growing on to the roof shed now and it has gotten so overgrown. Can you please attend to that? There is also an Oak tree by the entrance of that park, the regular hinged entrance. I do not want you to take too much off but it is whacking me in the face when I go to open the gate to let my dogs in and out. There are just one or two branches that are a little low. We do not want you to take much off because then we will lose our shade. They hit people in the head. The tree that is right inside, when you enter the big dog park, there are two benches there and one big tree. That tree has a lot of low hanging stuff that is hitting people in the head.

Mr. Miguez stated: We will take care of that right away.

Supv. Kassel stated: Not too much, please. We need the shade.

Supv. Berube stated: Save the shade. One other thing that I noticed is, much of Harmony is surrounded by conservation areas and they are delineated by the white conservation area signs. When those signs were put in, they were purposely put in right along the grass line just inside the conservation area. The grass ran up to the sign and you do not cut behind that sign. That was the point. In most of the areas, the conservation areas encroaching outward, growing over grass in some areas significantly. You cannot see the sign anymore. I sent a picture the other day of the H1 Pond, which is right off Dark Sky, and the conservation area sign is now five feet behind the grass line, and the grass between the original grass line and that new growth is two feet tall. It covers the sign and all of the signs along that side of the pond are that way. Mr. Miguez commented to that; it is on a hill and you cannot cut into it with a tractor. The point is that all the conservation areas have to be pushed back. Another area where there is really heavy growth is between the school and the circle at Five Oaks and School House. You have that sidewalk there and all the land slopes down, but the conservation area is growing up, and pretty soon the grass on the slope will not be visible. We have to do something about it. It is pretty much area-wide.

Mr. Miguez stated: I understand; we have hit that area before. I know exactly where you are talking about, and it is lots of vines. It is a big job.

Mr. Feliciano stated: It does not matter whether it is from us or the previous company missing it. If the grass is two feet now, we know it has not been done for some time. It is in the contract, we need to push it back and make it happen.

Supv. Berube stated: The last one is in that same pond. Normally, you would cut 20-foot buffer from the shoreline to land. The grass that is growing there was growing pretty prolifically and it is very nice looking. It is five or six inches tall, the H1 Pond on Dark Sky. How often do we cut around those hidden ponds?

Mr. Miguez responded: Those ponds are cut literally every two weeks. There are some in particular that we can cut down to three and a half inches and the next week, it is already over eight inches. That pond grows like wildfire.

Supv. Berube stated: The buffer is okay. It's just that the zone that you cut was really tall. Then that zone that you cut meets this overgrowth zone, which goes up to two feet beyond the edge of the conservation areas; so we will lose all our grass. I realize it is growth and you put fertilizer down because it is raining. I cut my grass every six days too, but stay ahead of it. If you are cutting every week and they are growing that good, then nice.

Mr. Miguez stated: We probably should lower it to three quarters to an inch. Bahia is supposed to be mowed to the same height as St. Augustine. Everyone gets in the habit of mowing two & a half inches, which is extremely bad for Bahia. University of Florida calls for it to be four to four & a half inches, same height as St. Augustine. We just need to bring it down another inch or so. Right now, with the rainy season, the seed heads are popping up in the Bahia, so you are looking at two feet worth of grass.

Supv. Berube stated: The last one is the Celebration Bermuda in two hotspots, the soccer pitch and the Blazing Star Park. There was steady progress being made there and it looked like it all stopped. I was riding a bicycle this morning and I saw a guy out there cutting the grass and not bringing it down low. It looked like they were whacking off the weeds.

Mr. Miguez stated: It was getting unsightly and too tall, so I told them to go ahead and cut it at four inches. I wanted him to get to just the areas that were growing ridiculously, but whenever you make a pass at four inches, then it will poke everyone in the eye. So I said to cut it, be careful, keep it high, and do not make U-Turn marks.

Supv. Berube stated: To that point, Mr. Bobby Knowles was the man running this special project on these two fields. I understand Mr. Knowles is gone.

Mr. Miguez stated: James is going to take the lead on that. He is licensed in that. Mr. Knowles actually worked under James. In fact, they are going to be coming down tomorrow to do a top dressing. They will be filling in holes with sand. James will somewhat take over that project. He is licensed and specializes in it.

Supv. Berube stated: It was a 12-month contract. If we get to the six-month point, and you look at it and say this is a dead issue, we would appreciate it if you came and said we tried and this is not going to work; we need a plan B. If it is still looking pretty ratty after six months, I do not think it is wise of us to continue to spend the monthly contract and try to rehabilitate what cannot be brought back from the dead. We will trust you, but it was looking pretty ratty in both of those facilities. There were a lot of complaints about that. I think you will notice that we have been a little gentler.

Supv. Walls stated: Not to add to the list, but in my travels out and about I have noticed the flower beds on Buck Lake last night were full of weeds. They are covered. They have not been touched in a while. I know there has been rain. They are all over the areas of the big benches and long pond near Buck Lake. None of

those flowerbeds have been touched in a while. Even as you come into the neighborhood, there have been times where the flowerbeds at the entrance are just full of weeds. It looked like people have not touched them in a while. If you could, keep an eye on things that are highly visible in the places where there is lots of traffic. That is what people will see and they come back and talk to us about. It is really about making sure those areas are nice. Otherwise, we will hear complaints and we should when people see that kind of thing. Lastly, when I was running around, the area around the pond had just been mowed, but nobody blew off the sidewalks. It is just covered in grass the whole way around the pond. Attention to detail, making sure these things are taken care of so that when people come through those areas when looking in this neighborhood to buy, they are not seeing things like that. Those are high visibility areas.

Mr. Feliciano stated: We will be working on site tomorrow. That is already on the list.

Mr. Berube stated: Half of the mulched areas have some green stuff growing through the mulch. Look around and you will see it.

Mr. Feliciano stated: We will always have mulch down here that Mr. Miguez and his crew can use throughout the community. We do that with larger sites just to make sure, because we know that some of these guys blow certain areas out with the blowers. We will not make excuses; we will take our lumps and bruises. We want to be open, and want you to be open. If there are issues with us, bring it to the table. We will not make excuses for anything. Do not ever think you need to hold back. If we need to get ripped, we need to get ripped. I just want to be open and honest. This is a working relationship.

Supv. Berube stated: We appreciate it and there is a lot going on, and we get it. Conversely, heavy rain and all that are not new to Florida. It happens every year. Five months from now, everything will go brown and it will all be dead. We will all be complaining that it is all brown, and then you will be telling us it is drought time. Then we come back next month and have the same conversation again, especially with the trees. Let us not have too much of the same problem. Does anyone have any other concerns to voice to them?

Supv. Berube stated: There has been some confusion regarding the Palm Trees inside the pool area. There are some fronds that are dead and brown and I have asked a couple of people, who will go unnamed, what happens with those. Apparently, it requires an arbor crew to come in and take the dead fronds off the Palms in the pool area.

Mr. Feliciano stated: Looking at the Palms in there, it is pretty much a ladder and extended pole. I get it; that should be kept onsite with the crews, so that if you see one or two palm fronds, you should be able to go ahead and cut it off. I will just make sure that Mr. Miguez has the right equipment.

Supv. Berube stated: Same deal with the Palms that the previous developer planted at the entrances to H1 and H2, off of Cord Grass. There are two or three Palms in each of those entrances that need a haircut at the very least. If you are going to trim some Palms, you might as well cut those at the same time. Maybe, that is part of the tree trimming crew's contract.

Mr. Miguez responded: It depends on the height.

Supv. Berube asked: Any other concerns for these guys?

Mr. Koncar stated: One of the things that came up in my interaction with Mr. Feliciano in the last couple of weeks, is I see a need for us to develop a chart to specify what we are going to trim. It is not clear when tree trimming starts in the year. I would like to work with you in developing the chart so we can see when these activities will start. That way we know when we are on track and when we get off track based on the contract.

Mr. Feliciano stated: Absolutely, if you want to schedule something, we can.

Mr. Koncar stated: We will schedule a time to go through this. But I want to set up something so that everybody sees the annual maintenance chart; when these different issues are going to start in the calendar year or fiscal year.

An unidentified speaker stated: I am speaking on behalf of the Social Committee. One of the rentals that we rented burned the grass in a specific area and Mr. van der Snel notified us that this area was of concern to him. We researched it and have no idea why it happened. Some of the kids had said, going in there, that it was hot on their feet. They said it was because the sun heated the water. I do not know how the sun could have heated the water so hot that it would burn the grass and the children. They did not stop getting in it. None went to the hospital. At this point, we need to know if we are to replace that grass. I thought it looked pretty good, but I am not an expert.

Mr. Miguez asked: What areas are you referring to?

Mr. van der Snel stated: I think it is in Town Square. It came back pretty good.

Supv. Berube stated: I suspect what happened was there was an excess of water and the water carries chlorine. It looked like excess water bleached it all out; but it came back.

ii. Authorization Form for 2018 Hurricane Season

Supv. Berube stated: There was an authorization to proceed with the 2018 Hurricane Season cleanup of damage. I do not think that we can sign this agreement at this point. Before we can authorize you to do any work, we need to know how much it is going to cost. We also need some sort of authorization of some sort of emergency basis from the District Manager or contract. It is a moot point to sign this in advance because this is not the way it is going to work.

Mr. Feliciano stated: Understandable. How that normally works is that most of the communities that we deal with will say what the hurricane cleanup consists of; that is accommodating and clearing the roadways out. They will say, “*We want to just use \$5,000 of it*”. We will track the hours, the labor, and the machinery. If it is \$3,500, then we only charge that and not \$5,000. We do not normally put in a number. We give the CDD or the HOA the option of providing a number.

Mr. Koncar stated: My question is; by not signing this, does it impact your response time to Harmony in terms of when you are coming out here to address hurricane issues?

Mr. Feliciano stated: It could. I will be honest with you.

Mr. Koncar stated: That is my concern because I know sometimes in other districts, the landscape companies like for us to assign these districts to sign these agreements. If they do not, they get put down the list on response time. I think we need to clarify that.

Mr. Feliciano stated: We prioritize how they come in and how they are signed. The ones that do not get signed, it is not that we do not go to the properties. I can tell you right now, even with Hurricane Irma, I was pretty much out. It started that night, at 3:00 in the afternoon; I was on the roadways checking the properties out. I am generally out there and even on the properties that have not signed the hurricane release form. I will call them immediately and let them know their damage and ask what they want us to do. We have them sign and we take them as they come in. But, we do take them as they come in signed.

Supv. Berube asked: To that point, the guys who work here only work here, right?

Mr. Feliciano answered: Yes, absolutely.

Supv. Berube stated: If they come here, they will be working, whether they will be doing hurricane cleanup or cutting grass. After a hurricane, they will not be cutting grass or trimming trees. They will probably be doing hurricane cleanup.

Mr. Feliciano stated: You would only be charged if we had to bring in bobcats and such, or remove heavy stuff.

Supv. Berube stated: We have a pretty fair amount of equipment. We have our own group of guys, a truck. I think we did it right the last time. I am not comfortable signing this agreement obligating us to something that I do not know what it is. What does the rest of the Board think?

Supv. Kassel responded: It is very open-ended and I am not comfortable. Rather, a phone call if something happens.

Supv. Farnsworth stated: A letter of intent.

iii. Proposal for Removal of Pine Trees on Clay Brick

Supv. Supv. Berube stated: Talk to us about these Pine trees that apparently have beetles.

Supv. Kassel stated: I have been noticing a decline in the Pines all over the place.

Supv. Berube stated: This area behind the townhomes in 192 and that pine stand. Is that generally the vicinity? Where the tunnel is? If we take these out, do the beetles go from tree to tree? If we take these trees out, we will have to put something back in because we have removed trees in that area before and as soon as you take down a tree there a resident complains that the noise level went up and that we stole their tree. What do we do about a replacement here? I am presuming you are not going to recommend putting a Pine tree back in, right?

Mr. Miguez stated: We can put Pines back in. They typically move on or die out, some of them lay nests. Normally, it is widespread when it is a number of them. I do not see that because every Pine tree you have out there would have been affected by now. My guess is they finished, moved on or died out. Obviously, those Pine trees have to be removed. There is another disease. I cannot think of it now, that affects Pine trees and sometimes people misdiagnose it as Pine weevils, when it is in fact a rot in the core of the Pine trees there. Then again, it is different than Palm trees or Oak trees where you cannot put a tree back in that area. With Pine trees, you can go back in.

Supv. Berube asked: Is a Pine tree cheaper than other types of trees that may go in for a replacement?

Mr. Miguez responded: Yes.

Supv. Berube asked: How much cheaper; a ten-foot Pine vs. a ten-foot Live Oak?

Supv. Kassel asked: We have 40 Pine trees at \$5,500 a tree?

Mr. Miguez responded: No. That is to remove them.

Supv. Berube asked: What is the difference between a ten-foot Pine and a ten-foot Live Oak?

Mr. Miguez responded: Probably \$200 for a Pine. You will not get a ten-foot Live Oak. A Live Oak will go off caliper, which is probably \$300. There is also some stump grinding. Honestly, with Pine trees, you can flush-cut them enough underneath the surface where you can't even see the Pine tree. They are not going to shoot off suckers or grow back. Once you cut a Pine tree down, it is going to rot out. The stump is going to decay. Typically, you cut them underneath the surface. You can actually mulch over them, or put sod on top of them. Then, you will not have to worry about them. I would take out the \$2,000.

Supv. Berube stated: The worst-case scenario here is, these trees continue to rot and things drop in them; some branches fall and some trees fall over. That is pretty much a non-populated area. No car is there. This is not an emergency situation that has to be done today.

Mr. Feliciano stated: To be honest with you, I have not physically looked at it. I know that this was put together by Mr. Miguez and I do not know if Mr. van der Snel was a part of this or not. I was out at the time. I would really like if I were able to get in there and assess it.

Supv. Kassel stated: There are Pine trees in Long Park on Cat Brier Trail that are also biting the dust right along the trail. They probably need to be removed.

Supv. Berube stated: If you can come back next month, with a revised proposal and a number to replace the trees. You look at the area. The trees are there to largely dampened sound from 192. Maybe a Pine is the right choice, maybe not. They probably were chosen because they were cheap.

Mr. Miguez stated: With Pines, everything rots from underneath and the tip will come down. You do not run into many issues with Pines. I would not suggest putting anything else.

Supv. Berube stated: To go back to Supervisor Kassel's concern, tell Mr. Feliciano exactly where those Pines were.

Supv. Kassel stated: In between the windy sidewalk and the golf course. There are several places where the Pine trees are in bad shape.

Supv. Berube stated: If we are going to start replacing trees and cutting them down, we might as well get them all at once.

Mr. Miguez stated: The reason I submitted that proposal is that one of the Pine trees that was over eight to ten inches thick had fallen over and there are several of them in that area right behind it. I was concerned about the kids that go back and forth there.

Supv. Berube stated: The Button Bush curb loop that curves around, there is a little tree area there. Right in the center, one of the Birch trees is busted off about six feet off the ground and it is leaning over 90 degrees. That needs to be removed. There might be more than one of them. They all lean kind of weird, but there is at least one that is broken off and is caught on the other branches. That needs to come out at some point. Are there any other areas where you notice that Pine trees are a problem?

Supv. Kassel responded: Yes, but by the dog parks, by the gardens I have noticed. I thought I saw even one or two by Lakeshore Park. I will have to look again. I have been noticing it in a lot of places.

Mr. Feliciano stated: They are becoming a problem. We have multiple properties where we have taken down Pine trees. Again, give me the chance to go in there and look at the Pine trees.

Supv. Berube stated: He is around the property all day. Obviously, let them know where they are. If it is more, we will have to handle it. This work will be done by your arbor crew?

Mr. Feliciano stated: Yes, after the tree-trimming job. Once we are done with all of the tree trimming, that will go pretty quickly. It is just taking it down and replanting.

Supv. Berube stated: When you get a contract, you will have a start date and an end date with a penalty. We will bring this back next month with further details and we will discuss it further then.

iv. Revised Sod Proposal

Supv. Berube asked: What is the timeframe on sod if we approve this? Will your crew do this? I presume it will not be the tree crew.

Mr. Feliciano responded: No, it will either be our install crew, or the sod contractor that we sub with. In all honesty, I cannot give you a timeframe. I am waiting for him to get back with me on it. I know sod will be available, and amounts of sod we can get in. But, I have not gotten a definite timeframe from him that I can give to you.

Supv. Berube stated: You have seen me; you know the work involved, you have other discussions about needing some filler soil under it. You know the routine, right? Cut it out, spray it and ready to go. What is a timeframe - start to finish - on this proposal?

Mr. Miguez asked: How many square feet is that? I am sorry; I do not have it on me.

Supv. Berube responded: 26,000 square-feet.

Mr. Miguez stated: We would not remove it all at one time. It would be broken up. You are probably looking at two to two and a half weeks of getting that job done. It would have to be done in sections.

Supv. Berube asked: Is this the time to do this, with the recent heavy rains?

Mr. Miguez stated: Right now, I would probably say no. It affects St. Augustine Floratam completely different than Bahia. You can install Bahia with no irrigation because you have all the rain. Right now, with St. Augustine Floratam, you are going to get different types of funguses. Some nurseries do not even guarantee even spraying the sod with the fungicide. We have to come in and do that ourselves. It is just too wet.

Supv. Berube stated: This proposal is worth \$37,000. Board Members, here is where we are.

Mr. Feliciano stated: I think it was reduced by a couple of thousands.

Supv. Berube asked: Is there room to play in this?

Mr. Feliciano responded: I can tell you by driving on this property, absolutely. What I mean by that is I had to go back out and measure areas again. One of the things I noticed is that our core team has done a pretty excellent job on the areas that I mowed and took pictures of before, where there was barely any sod. That is completely filled in now with St. Augustine. Same thing with price, once we are done with this rain, our sod supplier said the price is going to drop even more.

Supv. Berube asked: What you just said is, we should wait another month and take another look?

Mr. Feliciano responded: I would, the way we are pounding this place. If you want to save money, I will be honest with you.

Supv. Berube stated: The Facilities Manager is here shaking his head that things are improving. You all walk around; I would tend to agree that a lot of the areas are filling in. Do we want to wait another month and see what it looks like then and revisit this, or do you want to proceed with this? I am thinking we wait.

Supv. Walls stated: I am fine waiting a month. At some point, we have to get it done. There are areas that do not look good. It goes back to us talking about before, coming into the neighborhood. You want those areas to look their best and they look like some of the worst.

Supv. Berube asked: You are hearing the will of the Board, right? Let us put some time aside before our next meeting, as close as you possibly can and hit what really needs to be done, the worst of the worst out of this.

Mr. Feliciano stated: I may need to set up a meeting with Mr. van der Snel and myself because I agree that coming into your first small entrance, that area along the fence has a lot that need to be replaced. I agree with that.

Supv. Berube stated: We are flexible. That will work. That will put us into July. I am presuming that the heat in the summer is probably the time when you want to put the sod down. It is hot and should be dryer by then as we enter into later in the year.

Mr. Feliciano stated: You will get a better muck base, to be honest, as you come out of the rainy season. We prefer the muck base for sod versus the sandy soil sod.

Supv. Berube stated: According to my notes, that went pretty well. You did not get any extra projects out of it tonight. You have something to look forward to. Thank you for coming out.

FIFTH ORDER OF BUSINESS

Developer's Report

A. Discussion of Land Swap (Tract VC-1)

Supv. Berube stated: The developer is not here tonight. He has been fairly busy without much help. I have talked to him a couple of times in the last months about what may be going on regarding the Land Swap area that we spoke about. The area where they were going to build 12 homes is part of a lot that was known as BL1. It is part of a larger parcel called VC1, which encompasses all their land, the Buck Lake access park, the Buck Lake access path, the parking lot, some other areas on the corner there, all in that area. The developer wants to unload that whole facility, the whole area. The holdup clearly is because he wants to get out of the CDD fees and the tax bill on it.

Supv. Bokunic stated: He spent all this time on this stuff and now he wants to give it to you.

Supv. Berube stated: Part of it is what it is going to cost him to get out of it. It is not exactly economically feasible. I knew in the back of my mind that was going to be the outcome, but that is not the way that this plays. The problem is Mr. Fusilier has first right of refusal on buying the whole package and has not decided whether he wants to say yay or nay to it yet; just developable land, basically the green spot.

Supv. Farnsworth asked: By the whole package, you mean including the blue here?

Supv. Berube responded: No, they would not sale him that; just the developable land. Basically, the green spot.

Supv. Kassel stated: Not including the CDD portion on the right, that one line that points to 72 acres right there. That is CDD property that they wanted to take from us.

Supv. Berube stated: Not including the Land Swap. The Land Swap is basically gone at this point. It is just the piece that they wanted to develop. Our land would stay the same. If they deed this to us, we would now own from Lakeshore Park, head east, all the way across that whole thing, to the entrance of the Estates, all the way back there.

Supv. Farnsworth stated: They are backing out of development in that area.

Supv. Berube stated: Yes. They are not going to do it because it is not economically feasible. They are going to give us our Buck Lake access and deed rights, no matter what happens. But the next step is getting Mr. Fusilier to rescind his right to purchase that space. If that happens, SunTerra is 99 percent of the way along to saying "here you go". He wants to get rid of it because he does not want to pay the tax bill. We are not taxed. There is also \$52,000 a year in CDD fees attached to that spot. We have a debt and Counsel and InfraMark have already done the basics on it. We somewhat know where it is going to go, but they would have an exit fee to get out of it. I wanted Mr. Jerman to present this to you but he is not there. It is probably close enough to something happening where we need to know. I believe Engineering, Counsel, and the Management Company have the basics. So, if we get the yes that we are doing this, they can give us the financial aspects of it. The exact fee for SunTerra is a bit unclear, but I think it is right around \$50,000, which is about a year of CDD fees.

It may be different than that because they assigned it to both bond issues and that is what people have to figure out. The good news is we are not going to lose our Buck Lake access at all, no matter what happens. If we do take it, it is probably not a bad deal, except for the fact that you give up your CDD fees.

Supv. Walls stated: This is what I suspected all along. I would ask in the future that when deals like this are being negotiated, or whatever the case might be, staff needs to come to the rest of the Board and tell us so we are not sitting in the dark wondering what is happening. Nobody has been authorized to negotiate on it. It sounds like it has been happening in the background and we do not know about it. I do not know if any of you knew about it. In the future, either the Board directs one Board member to make these negotiations, or staff comes and briefs all Board Members on what is happening.

Supv. Berube stated: What changed here is this was not supposed to go on month after month.

Supv. Walls stated: I get that, but nobody authorized you to negotiate with the developer.

Supv. Berube stated: There has not been any negotiations.

Supv. Walls stated: You seem to know a lot.

Supv. Kassel stated: Yes, like the whole idea of them having to pay a get out of jail fee. You are already negotiating with them. It is clear.

Supv. Berube stated: No.

Supv. Kassel stated: It is clear that you are doing things behind the scenes and we have no awareness of, that you are making proposals and going back and forth between the developer and the CDD Management about what could happen without the rest of the Board knowing about it.

Supv. Berube stated: That is not the way it worked.

Supv. Walls asked: Who is coming up with the numbers?

Mr. Koncar responded: If you remember, when this was recently discussed several months back, that is when we did our assessment on the impact of this whole thing in terms of what it is going to mean for assessments. The true-up was done almost three months ago.

Ms. Scarpone stated: That was done as swapping the two pieces of land.

Supv. Walls stated: That is different than what he just said. I am not going to rake you over the coals if you were not involved in this particular deal.

Mr. Koncar stated: All InfraMark did was the true-up numbers several months ago. This originally came up some months ago where we were wondering what is this going to mean to assessments, to credit or debit on the property itself.

Supv. Walls stated: I get that but, we never talked about the entire piece of land being deeded over to the CDD, which would have some type of exit fee, which he said you guys calculated. That is where I am trying to get. That is different from what we talked about. We talked about the pieces on either side and what that adjustment would be. He is mentioning an exit fee that would be charged to the developer if they were to deed us that land.

Mr. Koncar stated: We never calculated any exit fee.

Supv. Walls stated: That is not what was just said.

Supv. Berube stated: I think I extracted how this would affect the CDD fees going forward knowing what the debt level was and how many acres are here. That is why I said I have no idea how this would affect

both bond issues because we did not get that far. I just put it together in my head as to what it would likely cost them.

Supv. Walls stated: I apologize to them because you had said staff.

Supv. Berube stated: I think the only discussion was to Counsel, “*Can this happen*”? How does a Board, a developer, give back land?

Supv. Walls stated: That is fine. What I am asking is, if those discussions are going to be held with Counsel or the District Manager, that we be briefed on that too so that when we get to these meetings, we are not finding out new things that we have to make decisions on.

Supv. Berube stated: That is the reason I decided to tell you tonight. It has been going on long enough. We teased it a little bit.

Supv. Walls stated: That is my point; that you decided to tell us. There should be no you deciding to tell us anything. It should all be going through staff. Staff should brief the Board.

Supv. Berube stated: I expected that it would have come from the developer three months ago.

Supv. Walls stated: So you have been talking to the developer about it and none of us are involved. We cannot make any input on these negotiations or decisions if we do not know about them.

Supv. Farnsworth stated: Ease up a little and let me say something. If he [*Supv. Berube*] is mainly listening rather than making a deal, there really is nothing wrong with what he is doing.

Supv. Kassel stated: Mr. Berube does not just listen, he is a wheeler-dealer.

Supv. Berube stated: There is no deal being made.

Supv. Walls stated: Sounds like it is mostly worked out. I am not necessarily against it. In fact, I think it is great. But, I would like to know these things instead of you coming here like last month, “*I got some information but I am not going to tell you*”.

Supv. Berube stated: When you find out this stuff, you just find out, right? The point is, last month you said there was something going on here. This month I wanted the developer to be here again to spread it, but he is not here. So, here it is. This is what is going on up to this point. There is no deal. That is the potential this may evolve into, but it surely is slow getting this developer to spin the cogs of justice or progress.

Supv. Kassel stated: Mr. Walls’ point is, it should not be one Board member, who is not authorized to have private conversations with the developer about business that may come before the Board, and possibly making noises to the developer about how things might be able to work, and then coming to us and saying “here is how things might be able to work”. It is one thing if we have authorized a Board member to do that, but that has not happened.

Supv. Berube stated: You are way ahead of the schedule as I see it, but if that is your perception, I get it.

Supv. Kassel stated: It is not only my perception.

Supv. Walls stated: At the end of the day, if we are going to make a deal, the developer either needs to work through staff or they need to come here and tell all of us what they are thinking.

Supv. Berube stated: This is something I knew about and I was trying to get the guy to come here and say it. I knew about it, now you know.

Supv. Kassel stated: Maybe we can have him write something up, come via phone, write a letter that gets sent to us in a package or get it sent to the District Manager and get distributed to the Board, rather than private conversations.

Supv. Berube stated: Got it.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

i. Bids for Resurfacing Access Road to Parking & Garden Facilities

Mr. Boyd stated: I am following up from last month. I apologize that this did not make it to the agenda package. Ms. Suit tried to get this information from me. I was out for some of this past month on business and I pursued Junior Davis aggressively. They were initially very responsive, but then kind of fell out of touch. After some prodding, I did get them to give me a quote on the shell road, which I will distribute here for you. The good news is they were slightly under the estimate that I had made during the meeting. This covers the three sections all the way from Five Oaks Drive to basically where the garden ends. It does not go into the storage area. They will crown it so that it drains. You will have a fresh shell surface. Not only are they the only contractor in the area doing the work right now, they also own the shell mine where the shell comes from.

Supv. Kassel asked: Where would it end in relation to the Servello compound and the vehicle storage area?

Mr. Boyd responded: It basically stops where your garden stops. When we jump forward to the next item, we have a map.

Supv. Kassel asked: What is the condition of the roadway between the garden and the vehicle storage area? Why would we do part of the road, but not all of the road. I am just a little confused, I guess.

Mr. Boyd responded: I did not know. It was my understanding when we talked that we would take it to service the garden and we were not necessarily talking about getting into the RV storage area because I have not gone into there. If you want it extended, I can get them to go in their price to take it all the way to the entrance to the RV storage area.

Supv. Berube stated: It is just a question of measuring the square feet, usually \$9.95 per square foot, right?

Mr. Boyd responded: This is in square yards.

Supv. Berube stated: It is probably 100 feet long and eight feet wide from the garden to the commercial vehicle area. That is 800 square feet divided by 9.

Supv. Kassel stated: It is \$10.

Supv. Berube stated: You have nine yards there and from that path to the entrance of the landscape area is another 50 feet by eight, so that is 400 square feet divided nine, thirty. Another \$500-600, that is way too long.

Mr. Boyd stated: That is 12 feet wide.

Supv. Berube stated: That changes those numbers. You will probably bring in another \$2,000 here, give or take.

Mr. Boyd stated: My original estimate is I had just used quantity for all three sections as \$16,755. I believe that I was stopping at the same point they stopped at.

Supv. Berube stated: We get it. We have further discussion going on with this because this exceeds the total income from both facilities at any given year. We still have to hash all of that out.

Supv. Walls stated: We have additional users. We have Servello.

Supv. Berube stated: You have to assign a usage charge.

Supv. Kassel stated: 80 percent of the usage of that road is Servello, at least. The vehicle storage area is 15 percent and the garden is maybe five percent. It is a minimum of 80 percent Servello use.

Supv. Berube stated: I added 60, 30 and 10.

Supv. Walls stated: It is never going to be a break-even proposition from the user fees.

Supv. Kassel stated: No, the user fees should only cover maximum 15 or 20 percent of any cost for that roadway.

Supv. Berube stated: I know Servello is and that is the problem.

Supv. Kassel stated: This expenditure also is not just for one year. This is a multi-year, probably for four or five years, especially if we buy the tractor.

Supv. Berube stated: With the maintenance of it, it will last virtually forever. If it is treated the way it has been treated, it will have a very short lifespan and be destroyed in three years.

Supv. Kassel stated: We just put \$25,000 in the budget for a tractor to keep that from happening.

Supv. Berube stated: I completely understand that. If we decide to buy it and maintain it, this will have a nearly endless life.

Mr. Boyd asked: Does your tractor you are purchasing have a blade? If so, you could use it to level.

Supv. Berube responded: Yes. The tractor we are considering is a small compact tractor with a four-foot wide bucket with a flat bottom and a 48-inch wide, 2,000-pound box.

Mr. Boyd stated: If you routinely graded it, it would hold up for a long period of time.

Supv. Berube stated: You are an Engineer. I suspect the reason these roads fail is that they have one small little defect the hole starts, water gets in there, cars hit it and it makes mud. It multiplies and fills up with water all the time.

Supv. Kassel stated: What happens is, when they go through that, the car bounces and it makes the next one.

Supv. Berube stated: Maintenance is the key and there has not been a developer. They do not want to spend the money on their path.

Supv. Kassel stated: Maybe we approve this and get an additional bid for the balance of the road.

Mr. Boyd stated: I can ask them to extend the same unit price all the way to the gate of the RV storage areas.

Supv. Berube stated: You might as well do it all.

Supv. Walls asked: What if we go ahead and approve it? We would authorize up to \$20,000.

Supv. Berube asked: Why would we only take one bid?

Mr. Boyd stated: I could probably push Randy Palmer to give us a price, but again, based on Junior Davis having the equipment locally and they provide the source material, I really doubt that you are going to get anybody to give you a better number.

Supv. Walls stated: These days, if these guys are responsive and they get back to you, it is tough.

Supv. Berube asked: What about David, does he have the capability of doing this?

Supv. Kassel responded: No, that is not his business.

Mr. van der Snel stated: I do not think he would be able to do this. I can ask, but I don't think so. Here is the other option, I can get shell rock in and he levels it for now. That would be significantly cheaper at least.

Supv. Berube stated: I think the desire of the Board is to fill this road; four inch at the center and taper down.

Mr. Boyd stated: I can clarify that. I would not want the thickest part to be four inches. I would anticipate four inches at the narrowest part.

Supv. Berube stated: There have been some concerns from certain interested individuals in the population base here that there are problems with the drainage pipe. When I looked at it, it looked like it will flow water to me.

Mr. Boyd stated: I took another look at that, the culvert under the road is clear, but weeds and vegetation have grown up around it. The ends need to be cleared out. I think at one time, there was a ditch that ran the length of the gas easement on the south side. When that area began to be accessed to stock pile material, that ditch was blocked.

Supv. Kassel stated: There was actually a pipe under here. There is a fence so you do not drive into that. Then beyond that, at the entrance to this area, there is another pipe.

Mr. Boyd stated: I think they put that in when they started bringing material in to keep the ditch flowing. That does seem to be blocked.

Supv. Kassel stated: That is what allowed the water to drain into that ditch. That is why it was pooling here.

Supv. Berube asked: Do you assume it is a matter of digging it out on both ends?

Mr. Boyd stated: That pipe may have been crushed. That may be the problem.

Supv. Kassel stated: That is probably a crushed pipe because of all those big trucks.

Mr. Boyd stated: My recommendation is to restore the ditch and stop that traffic from taking place in the future.

Supv. Berube asked: So the secondary pipe is not a big deal?

Mr. Boyd responded: I think you just restore the ditch to what it used to be.

Supv. Kassel stated: You still have to restore the secondary pipe here that leads water along this ditch.

Mr. Boyd stated: What I was suggesting is to take the old pipe out and restore the ditch to what it was originally. There is no pipe or driveway across here anymore.

Supv. Berube stated: So they put a pipe in and put dirt over the top of it so trucks can go over it to cross the ditch, which is the creek when it is wet.

Supv. Kassel stated: It still allows the drainage.

Supv. Berube stated: What you are recommending is to pull it all out of there and fix the ditch. You were not here for the yearly budget discussion but we discussed buying a little tractor, which I think you and I talked about last month for a number of reasons. It will have a little excavator on the back of it, and that will be okay to pull in that pipe. It will have a bucket so you can restore the ditch using that tractor and clear the ends of the existing pipe that cross the road. That is really what needs a little bit of a cleanup.

Mr. Boyd stated: The one that is under the main road is clear. It just needs to be cleaned out at the ends.

Supv. Kassel stated: The issue is, if we want to get this done in the next few months, and we do not restore the ditch prior to that, we will have washout along the road.

Mr. Boyd stated: That water should move between the wetlands with this pipe. That is possible. I do not want to say it is impossible.

Supv. Berube stated: Have another look at it and make sure to see if it is going to be a problem.

Supv. Kassel stated: It is possible that Mr. Rieger could come by, but I am not sure his equipment could. I know that he cleared that ditch once before. Maybe he could do it again.

Supv. Berube stated: That is part of something ahead here, to get authorization to have him spread a pile of road rock, or shell rock into the remaining bumpy areas. Have you scheduled that with him yet?

Mr. van der Snel responded: No, I am waiting.

Supv. Berube stated: That is not a bad idea. While he is here, just have him clear that out and pull the pipe up.

Mr. van der Snel asked: Do I have authorization to get the shell rock to fill in as an emergency fix, together with Mr. Rieger?

Supv. Berube responded: It's coming up to \$450, right?

Mr. Boyd responded: It will be \$900 just to have 36 yards of shell rock spread along the road by Mr. Rieger.

Supv. Kassel asked: When will they be able to do this?

Mr. Boyd responded: He did not give me a firm schedule. For this type of work, I am estimating that they can get it done in 30-60 days, probably not immediately.

Supv. Kassel asked: What are we talking about spending between Mr. Rieger and the shell?

Mr. van der Snel responded: That would be a \$14,000 difference.

Supv. Kassel asked: How much have we spent already?

Mr. van der Snel responded: \$900.

Supv. Kassel asked: Are we talking about \$1,800 as a temporary fix until the permanent fix can be made?

Supv. Berube responded: Yes.

Supv. Kassel stated: I am okay with that.

Supv. Walls stated: I would say we go ahead and do that; and authorize this up to \$20,000, depending on whatever they come back with.

Mr. Boyd stated: If you are going to do that, I could ask them if they would do the other work too without giving a number and have them take care of the ditch.

Supv. Berube asked: How many square yards in 100-foot yards by a 12-foot wide? That is 1,200 square feet, right? Divided by 9, what is the number there?

Mr. Boyd responded: 133.

Supv. Berube stated: Then let's go 150 by 12 to come off that and go to the landscaping area. That is 600 divided by nine. It is 200 square-yards times \$9.95. That is \$2,000 extra. That should be your number, \$17,422.50. Put it up to \$20,000.

Mr. Boyd stated: I will contact them and have it done. I will not give them a number.

Supv. Farnsworth asked: Before you finish, does this include the road with the ditch repair?

Mr. Boyd responded: Yes.

ON MOTION by *Supv. Walls*, seconded by *Supv. Kassel*, with all in favor, a proposal for Resurfacing Access Road to Parking and Garden Facilities, at a not to exceed amount of \$20,000 to include \$900 for shell rock purchase by Field Management, and subject to revised proposal provided to District Counsel by District Engineer, was approved.

Supv. Kassel asked: If we are going to do this work with Mr. Rieger, and filling in these spaces, and he has the equipment there, do we just have him do the ditch or do a temporary job on the ditch, and let Junior Davis do a more professional job on it? I think that is the way to go. If we are going to do a temporary fix, it may be 60 or more days until they get here. Let's fix that ditch now so that the drainage during the rain will still drain off.

Supv. Berube stated: We are talking about pulling that pipe out. Clearing the ends of the existing pipe is minor when you have a machine. It probably will not take them 30 minutes.

Mr. Boyd stated: It will need to be re-sodded with Bahia or whatever.

Supv. Berube stated: There is so much traffic off the sides of the road, because they have been avoiding the road that the grass is pretty much white.

Supv. Kassel stated: People are going to drive on the road when it is fixed, even temporarily fixed. But we may want to put up some poles with tape to keep people from going on the sides.

Supv. Berube stated: I think that once the road is fixed, they will probably stay more on that than the muddy grass.

Ms. Suit asked: Did you make a motion for the \$900?

Mr. Berube responded: It was all included. Who does the check have to be written to?

Mr. van der Snel responded: I will get it to Mr. Baldwin.

ii. Letter to Developer Regarding No Road Access Allowed (Pipeline Easement)

Mr. Boyd stated: The other item you asked me to look into was to draft a letter that would go to the developer saying that construction access could not go through. I do not feel like the actual letter should come from me, since it is more of a legal matter, but I created an attachment and suggested text to go with that as well.

Supv. Berube asked: To go through the District Manager's office or District Counsel?

Mr. Boyd responded: District Manager or District Counsel.

Supv. Berube stated: The development that we are talking about is Neighborhood M. I do not think that the developer is building that.

Supv. Kassel stated: It is Fusilier.

Supv. Berube stated: We do not know what the developer is doing.

Mr. Boyd stated: It should be addressed to whoever owns the land. There is access; this tract land does have access to Five Oaks. There is an alternate way of getting in and out; by the Dog Park.

Supv. Berube stated: How do they get from the back to Five Oaks?

Supv. Kassel responded: Where the stables are.

Supv. Berube stated: There is no road. It is just the stable area.

Mr. Boyd stated: They would have to drive off with the trucks all the way around. That would mean the pastures would have to be opened up.

Supv. Berube stated: You gave us the suggested text and that is all fine. Are you suggesting that Counsel send this to the landowner or Counsel and InfraMark should get together and decide who will send the letter?

Ms. Suit stated: At the last meeting, we discussed the gas pipeline. When they were doing construction, they were using your easement. Supervisor Kassel asked you if you would draft a letter and you said sure. I am not sure how now we have gotten to the next level.

Supv. Berube stated: The Engineer decided it is not appropriate to come from him. He is probably right. Who is the proper party to send this letter - InfraMark?

Mr. Koncar responded: I would think it would be legal Counsel, but we are happy to do it to. I will tell you, we will solve it between the two of us.

Supv. Berube stated: As long as somebody has it on their agenda, we are good.

Mr. Boyd stated: I will continue to assist. It probably does need to say more about the gas easement than it does.

Supv. Berube stated: When they ask why they cannot go in there, it is because we are going to have a nice new \$18,000 plus path.

Supv. Farnsworth stated: Not only that, but you are going to open up the ditch and we do not want you to cross it anymore.

Supv. Berube asked: Anything else from the Engineer.

Mr. Boyd responded: That is all I have.

Mr. van der Snel stated: We would like to know if H1, H2, and Cherry Hill sidewalks are ours or not because they deny that they are theirs to maintain.

Mr. Boyd stated: I am sorry. I saw that text only as I leaving the office. H1 was developed under the original T & D type concept, where the County owns back of the curb to back of curb. There is a CDD tract that includes the sidewalk. H2 & Cherry Hill were developed with the entire right of way being owned and maintained by the County, which includes the sidewalks. Those are different. H2 & Cherry Hill would be owned by the County; and H1 would be CDD, just like the other older neighborhoods.

Supv. Berube stated: The way you can tell is by the street lights. H1 the streetlights went on our bill. That was the last time that we were going to buy streetlights. We had that discussion with Starwood at the time and told them in the future we are not buying any more streetlights. And by the way, that is when we asked them not to do expensive landscaping that is expensive to maintain. Starwood said they could also deed the

sidewalks to the County when they deed the roads and all the other infrastructure that goes to the County, and we said yes. The new streetlight design was the beginning of the sidewalks going to the County, and that has continued all the way through to this point.

Mr. Boyd stated: You can go on the property appraiser's website and see CDD plat. The plat actually shows who they are dedicated to.

Supv. Berube stated: I thought H1 was part of that, but I remember having that discussion with H1 when we got those streetlights and it was a big building and we said we were paying to buy streetlights and if they wanted us to buy more. H2, F, I, J, K, and L all have sidewalks deeded. While we are on the subject for the Board, we have made the decision to maintain sidewalks up to this point. Now we have sidewalks that are no longer ours and are the property of the County. Do we want to take the hard-line and say that is a County issue when the sidewalk pops, or are we going to be nice guys and continue to grind the sidewalks?

Supv. Walls asked: Why are we replacing somebody else's sidewalk.

Supv. Berube responded: I am just asking.

Supv. Kassel stated: It is really their responsibility.

Supv. Berube stated: Explain what you said about the County with the curb to curb.

Mr. Boyd stated: In the original development of Harmony, there was an intent for the CDD to own the landscape tract between the lot and everything, including the back of the curb. My understanding is that it gave the CDD more control over what went in and how it was maintained. That induced a lot of maintenance costs over the years. When the developer changed and the new neighborhoods started to be planned, it was decided at that time to do a more typical development where the sidewalks remain in the right-of-way, which is what the County will typically accept.

Supv. Farnsworth stated: I have a question to ask in that regard. You have the road from curb to curb, then you have grass there, then you have the sidewalk. Who is responsible for the grass area then?

Mr. Boyd responded: It is part of the County right-of-way. However, the County does not mow. Whoever has the frontage, mows that strip.

Supv. Berube stated: Whoever irrigates it owns it. But to that point, the sidewalk in front of my house, is it my sidewalk or the County's sidewalk?

Mr. Boyd responded: It is the CDD sidewalk.

Supv. Kassel stated: The grass is owned by the CDD, but you are required to maintain it.

Supv. Berube asked: Are you sure that the CDD owns the sidewalk?

Mr. Boyd responded: Unless you are in a townhome or condominium, the lot owner typically mows the grass.

Supv. Berube stated: We have that done.

B. Attorney

i. Parking & Garden Facilities

Ms. Scarpone asked: You approved a bid in an amount "not to exceed", pending another proposal that is under this one.

Supv. Berube responded: It is approved, subject to being under \$20,000. We will get a final proposal under with the document and the dollar number, and then you will write the standard contract.

Mr. Boyd stated: Once I get the revised number, I will forward it to Ms. Scarpone and she will prepare a contract.

Ms. Scarpone stated: We have had some back and forth on the two parts of the Parking and Garden. There is a contracted agreement between the CDD and the HOA. We revised the draft and we talked to Ms. Winnie Temple who is an attorney for the HROA. She sent us back some redlines on that contract. We will be working with her before the next meeting before getting any legalese changes to the contract. Also, Mark, who is with the Management Company was out of town. I believe he is out of town now and will be back on the 11th. After the 11th, we are hoping to have the legal part of the contract worked out. When he gets back we can get both, what his fee will be which in turn will inform what the CDD fee is to the HROA will be for managing it.

Supv. Berube stated: He has already agreed to \$100 per month for managing that. To make it simpler, we will have the HROA continue to fund that directly to see how that works going forward. That is just for simplicity's sake at this point. We have to figure out all of these budgetary numbers and everything else. We plugged in some numbers on this budget here. We are finishing the HROA budget but I do not anticipate any management fee coming from the CDD and going to the HROA Manager.

Supv. Walls stated: I think we can negotiate that by granting this access to the HROA. The HROA will pay any associated management fees.

Supv. Berube stated: We already know the number; it is just where it will come from. At this point, it is \$1,200 per year, so it is a minor point. Then we can figure it out as we get further in the HROA budget what needs to happen there. It is a small amount of money, so it is no big deal and there will not be any surprises. That is what I am telling you.

Ms. Scarpone stated: Mr. Qualls and I have discussed that. The only part of it from a legal standpoint that gives us a little bit of a pause is there needs to be consideration. There is no payment from the CDD to the HROA. What is the HROA getting out of this to take over these management duties? It is really the residents who are getting the lots.

Supv. Berube stated: It is going to be \$100 per month.

Supv. Kassel stated: It is the Management Company, not the residents. In other words, your agreement is with the Management Company and not with the residents.

Supv. Farnsworth asked: Who's agreement, ours or the HROA?

Supv. Kassel responded: The agreement between the CDD and the HROA management firm to manage.

Supv. Farnsworth stated: The CDD is making an agreement directly with the HROA; Association Solutions?

Supv. Berube responded: Yes.

Supv. Farnsworth stated: I thought originally, we were only dealing with the HROA.

Ms. Scarpone stated: I understand that the contract we are drafting between the attorneys right now is CDD to HROA. The CDD now owns these lands and has to maintain them. You can do that through another third party, so contracting that out to the HROA who then has the agreement between their Management Company. The CDD is not directly contracted with the HROA Management Company.

Supv. Farnsworth stated: That is what I thought. I was getting confused.

Supv. Walls stated: The benefit that the HROA is receiving is that they are using the lot.

Supv. Kassel stated: That is the bargain.

Supv. Walls stated: They agreed to pay all fees associated with managing because they are the ones selling and collecting the money.

Supv. Kassel stated: We are making a bargain and sale agreement with the HROA management firm for the services they are getting.

Supv. Berube stated: There needs to be consideration exchanged in the contract. Sometimes it says \$10. That is the consideration. We know the number that the Manager wants to handle this and that is \$1,200 per year.

Supv. Walls stated: If the HROA comes to us and says we want to use your land, we say ok and make an agreement. In the agreement, we state you can use this land but you are assuming all costs of management, all the collections of the fees, whatever that cost, you are responsible for assuming that. We will let you use the land.

Ms. Scarpone stated: I understand. What you are talking about now would be the CDD essentially leasing that land to the HROA. The HROA is then using it the way it wants to. That is not the analysis we did. The analysis we did was CDD land and HROA managing it for the CDD and that is why we would need to have this public hearing and noticing the CDD setting the fees for how much the end users would be paying the CDD.

Supv. Walls stated: The way I described it would be easier in terms of we do not have to go through all of that.

Ms. Scarpone stated: I believe, under the statutes, you can lease land. That is an option.

Supv. Berube asked: If the HROA manager had exclusive control of the land, then we do not have to go through the public hearing process to set rates and do that every time we want to change the rates?

Supv. Walls stated: It would not be our rates.

Supv. Berube stated: The rates would be set by whatever we say the cost of the HROA is for that lease every year. It would be blended in.

Ms. Scarpone stated: If the HROA was leasing the land, they could set their own rates. But I think you might still need a public hearing. I have to review the statutes. You might still have to have a public hearing to set the lease rate.

Supv. Berube stated: You heard the discussion. The value of the management contract is \$1,200 per year. Whatever way is simplest for us to continue what is going on there at this point, causes the least amount of disruption, and is cheapest legally to do. If that is a lease, then the HROA has to give us (X) amount of dollars per year for leasing the land and that avoids all the public hearings and all that, that's ok.

Supv. Farnsworth stated: By the way, that amount per year has to be more than \$10.

Supv. Berube stated: We already put in at least \$12,000 dollars into the budget.

Ms. Suit stated: Because you are going to lease but the CDD will still maintain it.

Supv. Berube stated: What we do not know is what this lease is going to cost them every year. We know it is at least \$12,000 based on current income. It should stay there. It might be \$13,000 or \$14,000.

Supv. Walls stated: I think that the whole benefit of it is it avoids this Board from having to set policies and fees and go through the public hearings that are required for that. The HROA Board can do whatever they need to do.

Supv. Berube stated: All this Board has to do is tell the HROA this year, your budget or your cost for the lease on those two facilities is \$13,650; or whatever it is.

Supv. Farnsworth stated: Not only that, but we would not be involved in divvying up that parking lots and the sizes either.

Supv. Berube stated: We would just set a lease amount and let them roll with it. Simple; we do not want to get involved in all the dribble. That is why we are letting them do it, to avoid having to do the leases every six months and the Garden plots every year, collecting the money, throwing out the people who don't pay, and changing the lock. If we can do it simply on a lease, absolutely. Counsel, you have the basics there, right?

Ms. Scarpone responded: Yes. We will try to determine because if you do need to hold a public hearing for the lease amount, we will determine that right away. If you want to do the next meeting, it has to be advertised at least ten days before.

Supv. Berube stated: We are okay because we budgeted the general amount for both the income and the expenses of what we anticipate is going to happen in the prior budget meeting. Right now, they are operating normally, with money coming in and leases being done. There is no crisis, but we do need to settle it and get it done. However, there is not a reason to rush.

ii. Davey Tree Complaint Litigation Status

a. Motion-to-Dismiss on Venue

Ms. Scarpone stated: We did email out the motion-to-dismiss that we filed. That is the only update. We filed it. We are in communication with the opposing Counsel to try and push it to a resolution. We will see what happens. I am trying to work that out with them. I am not sure yet if it needs to go to a hearing. We will keep our liaison updated on any development on that front.

iii. Consideration of Proposed Order for PoolWorks

Ms. Scarpone stated: Next is the proposed Order on PoolWorks we drafted and put together. This, I think, checks all the boxes on what is supposed to be in there under your rules. We have drafted it as a recommended order to you if they Board would want to adopt it, I have a place for the Chairman to sign and date. It will go into your public records and we will send a copy to PoolWorks.

Supv. Berube stated: It basically memorializes our hearing last month and our conversations where we said we found it not to meet our standards and we are not going to pay the balance and per the law, our damages exceed the balance owed, so we do not owe anything anymore and that is what the order says.

On MOTION by *Supv. Berube*, seconded by *Supv. Walls*, with all in favor, the Final Order, for PoolWorks seeking to settle the pending legal action against the District, was accepted and the Chairman was authorized to execute the Order.

iv. Sport Surfaces, LLC Basketball Court Resurfacing Contract

Ms. Scarpone stated: We just wanted to give an update that was completed and executed after your last meeting. I believe Mr. van der Snel has been in communication about when that is going to start.

Mr. van der Snel stated: I have asked them today again, and I have not heard anything back, but they are really relying on the weather. We really need a rainless couple of days, which is very hard right now, but I did ask for an update again today and I have not heard back from them. That is the issue.

Supv. Berube stated: Related to that at the same time, the paver guy came back with July, sometime early in July to start that paver deal at the dog park.

Ms. Scarpone stated: One more point I will make on that contract is, in that contract, in our standard contracts going forward, we made a slight tweak to the provision that talks about final payment. Basically what we have done is we have kind of incorporated how we proceeded on PoolWorks into the contract that if there is a final payment dispute, that is how we are going to deal with it. It will be placed on the agenda for a Board decision at the next meeting, and then you will make a decision. They will be notified that they have the right to request a hearing and that is all in accordance with the Prompt Payment Act. The Prompt Payment Act says as to payment disputes, they will be resolved under the procedures set forth in the contract or if it is not set forth in the contract, there are procedures in the Prompt Payment Act, so having this fleshed out in the contract better allows us to follow the CDD's meeting schedule. We are not going to run up against any of the deadlines and dates that are in the Prompt Payment Act. We will carry that forward. It is just something we learned out of PoolWorks, which will help us going forward.

Supv. Berube stated: Luckily we will not have to get that far in ending disputes very often, but when we do it is nice to have that contract to sit on.

Ms. Scarpone stated: There is also the OUC Streetlighting Service Agreement for Neighborhood J. We emailed the Agreement out to you. It did not make it into the agenda because we got notified about it right after it went out, but the developer gave us the green light to move forward on this. It is basically the same as the previous Service Agreement. We had a question about that up-front payment amount. That is to be paid by the developer. That is for the installation of the actual lights and you assume the maintenance costs going forward, OUC does require not only that this is executed, witness-notarized, which we can do all here tonight, but also that we provide them a copy of the minutes showing a vote actually approving this Agreement. If you do not have any issues with it, I would ask for a vote approving it.

Supv. Kassel stated: I just have a quick question. I do not remember where I saw it, but it said West Lake. I thought J was East Lake. No; Mr. Boyd?

Supv. Berube asked: Is J West Lake or East Lake?

Supv. Kassel asked: Isn't J East Lake?

Mr. Boyd asked: Neighborhood J?

Supv. Kassel asked: Isn't it I, J, K, L?

Supv. Farnsworth responded: J is East. It goes I, J, K and L.

Supv. Walls asked: They would not have referred to it as the Neighborhood name in the agreement itself, would they?

Supv. Farnsworth responded: No, I do not think they do.

Supv. Kassel stated: On the screen it said West Lake.

Supv. Berube asked: Does the agreement say Neighborhood J?

Ms. Scarpone responded: Just Neighborhood J.

Supv. Berube stated: The name should not matter.

Supv. Kassel stated: I just wanted to make sure it was not anywhere that it was going to matter.

Ms. Scarpone stated: The version we sent had old dates and old contacts, but I corrected those in the version that will be executed.

[There being no further discussion,]

On MOTION by *Supv. Walls*, seconded by *Supv. Kassel*, with all in favor, the OUC Streetlighting Agreement for Neighborhood J, was approved.

Supv. Berube stated: To be more specific for the purposes of the minutes, that motion was to cover the streetlight contract for Neighborhood J with OUC.

Supv. Farnsworth stated: It is mislabeled. It should be East.

C. Field Manager

- i. Facilities Maintenance** (*Parks, Pools, Docks, Boats, etc.*)
- ii. Facility Use Records** (*Inclusive – Boats & Other*)
- iii. Resident Submittals** (*Facebook & Direct*)
- iv. Pond Maintenance** (*Chart & Map*)
- v. Parking & Garden Facilities Road Resurfacing**

Mr. van der Snel stated: Are there any questions or concerns on my reports?

Supv. Farnsworth stated: With regards to the ponds, a version of it ended up in the agenda, all of that stuff at the bottom got truncated, I think. The additional notes just disappeared.

Mr. van der Snel stated: The new bass boat has been taken into service and has been used.

Supv. Berube asked: Minn Kota has stepped up their engines, haven't they?

Supv. Walls responded: They are nice. I will talk about a couple of things regarding the seats, nothing major, just improvements. We are talking about the front seat with the foot pedal; you are kind of sitting there doing this. You are really tied up. Can you make the seat higher or getting a standing seat that you can raise or lower?

Mr. van der Snel responded: Yes, we can do that. The Door King system of Buck Lake got hit by lightning two weeks ago on Saturday night. Also the camera system got fried, which I can still do under warranty. I will make it work, but the Door King System needs to be replaced again; it happens every year.

Supv. Kassel stated: That is the entry. It is the card entry. Is that just at the lake?

Mr. van der Snel responded: It is at Buck Lake.

Supv. Berube asked: Isn't there a problem with one of the others intermittently at this point?

Mr. van der Snel responded: It was little off. It opens in the middle of the day, so they are going to take a look at that, too.

Supv. Berube stated: Something I would like to add here, there is an emergency Mutual Aid contract coming up further and that got me thinking, maybe we, and I talked to Mr. van der Snel about this the other day, maybe we should have our field services group go through Red Cross training for CPR and first aid. We have a pool and I have been to the pool everyday over the last couple of weeks, and there are easily 50 or 60 people around that pool all the time and a lot of them are little kids. We put people out on boats and they are far away from emergency assistance if they need it. Most of the time, if there is emergency assistance needed, we would have to put a guy in a rescue boat and go and get them, drag them back and then call 911 and look for help. I looked quickly, but Red Cross CPR and first aid training is \$99 per person. What did you find out?

Mr. van der Snel responded: I went for the Lifeguard & CPR which was for a group of eight and that would be \$3,000, but that is the other extreme, lifeguard meaning that you go through the whole training, but since we are not lifeguards, we are not providing lifeguards, so that is the other excess, but \$99 would be it.

Supv. Walls stated: I do not think it is a bad idea. I think if you do it right, there should be no expectation that one of our guys are going to save you if there is an issue. Maybe if they are around they might help you, but you get into a lot of liability issues.

Supv. Berube stated: You have Good Samaritan laws.

Supv. Kassel stated: If people feel that the CDD field staff is trained and licensed and they expect them to be there right away and for the most part in the pool, by the time a CDD staff member gets there whatever is going to happen has happened. The same is true out at the lake.

Supv. Farnsworth stated: Even more so.

Supv. Bokunic stated: It is still not a bad thing to do.

Supv. Berube stated: It is cheap money and do not forget, we have our own guys working out here all the time in the sun who can get hurt.

Supv. Farnsworth stated: There would not be any objection to them being trained; even so, they can just help each other. There is no objection to the training, it is the expectation that they will be there to help you at the snap of a finger, and that is not going to happen.

Supv. Walls stated: I think it is good to have them trained, but I would not publicize it that our guys are CPR-trained or anything like that.

Mr. van der Snel stated: At the pool, I have my CPR certification at the information board.

Supv. Walls stated: I would not do that if I were you.

Supv. Kassel asked: Is that required?

Mr. van der Snel responded: No.

Supv. Kassel asked: Do we need to vote on that?

Supv. Berube responded: I am getting to that. The point is, hopefully, we never have a need to use it, which is the hopefulness, but God forbid something happens and you could have done something to help someone for the small investment in money and time that this is going to take, it cannot hurt. That was my point.

Mr. Boyd stated: The fire department is supposed to have a rescue boat on site at the local station that was purchased with Harmony in mind. It may be something to check on to see if it is still there and to see how they access. They would have to access it from the private property on the north side of the lake.

Supv. Berube stated: You cannot get the rescue boat in at our dock because we have the fence across and we just found out that the access on Old Melbourne Highway is all locked up with a new lock. Let's face it, that is a long distance to get from the fire station up to Old Melbourne Highway. They are not going to take the fire truck down the trail to get to that dock just to get their boat in there. Hopefully we never need it, but for the small investment in time and money, even if you only use it once, it is a good idea.

[*There being no further discussion,*]

On MOTION by *Supv. Berube*, seconded by *Supv. Bokunic*, with all in favor, the Field Manager was authorized to have Field Services staff Red Cross-certified with CPR and first aid training.

Supv. Kassel stated: I do have a question about the ponds. Mr. Scarborough was our pond guy and he was certified. Do we still have anyone who is certified?

Mr. van der Snel stated: Yes, we do. Mr. Woolridge is certified and he has authorized CDD staff to spray on behalf of his license. Brad is taking his exam on July 7, 2018, so we got that set up already. It just needs a little time for spots to be open, but he is studying and he is going to take his exam on July 7th, so we will have two staff members certified.

Supv. Berube stated: In general, every license required we have at least two people with three for the pools.

Mr. van der Snel stated: Two for the pools, and three coming up, because I would like to have one more certified in CPR.

Supv. Kassel stated: You said you looked at the one pond and you did not see any Hydrilla. There was another pond that had Hydrilla.

Mr. van der Snel stated: I have not seen that either over there; but the water is high. I also looked in the Cherry Hill Pond and could not find any.

Supv. Berube stated: The water is probably warm enough that you can swim in it.

vi. Consideration of Waste Connections Contract - \$225 Per Month

Supv. Berube stated: We discussed this earlier. We had the new Waste Connections contract in the package. This drops our monthly waste bill from \$375 to \$380 down to \$225, all-inclusive. What happens here is this contract started out in 2012 at \$144 and about every three months they added a few bucks to it; and the way that they do that is they tell you “*we are going to notice you on your prior month’s bill that next month’s bill is going to rise*”. I have noticed this for a couple of years and I have emailed them and asked for relief, but then no. This time around, we pushed it further and we got it down to \$225 all in. But this is going to be on InfraMark, when the invoices come in, to notice on the bottom of the invoice when it says your next month’s bill is going to increase, because you do not have to accept it. However, you have to send them a certified letter that says, “*I do not accept the increase*”, and that prevents the increase from happening. So InfraMark is going to have to watch those invoices; otherwise, it is going to go up incrementally and we are going to be right back where we are. Everyone is going to say, “*If we do not accept the increase, what is going to happen*”? They reserve the right to give you 30 days’ notice to pull the dumpster out if you do not accept the increase, but they are not going to do that, let’s face it. They just took \$150 per month off of this contract to keep the business; and if they do decide to cancel the service, there are two other dumpster providers in this area now, which is why these guys came on board and cut the price. When we were doing all of this, there was no other contractor other than Waste Connections. Now there are two additional ones, so there is competition here and that is what drove down the price.

Supv. Kassel stated: There were additional fees, like fuel fees and service fees.

Supv. Berube asked: When do you see the invoice from the time InfraMark gets it, how long before they send it to you for approval? Is it the same day? How long?

Mr. van der Snel responded: When it is stamped Received, it is a day or the second day after.

Supv. Berube stated: Between InfraMark and you, we are going to have to watch these invoices. When they give us that notification, we have to send a certified letter that says, “No, I do not accept it”.

Ms. Suit stated: Your next month’s agenda will have the June invoices, which was the total high price.

Supv. Berube stated: Someone has to sign this contract. Who has the hard copy of this contract?

Ms. Suit responded: It is just a printout version.

Mr. van der Snel stated: They emailed it to us.

Supv. Berube stated: I know, but someone is going to sign the contract and give it back to them. Do we want to authorize the District Manager to sign the contract and return it? Is everyone OK with that?

Ms. Suit responded: We will have you execute it here.

Supv. Berube stated: By the way, Counsel looked at this and decided, I do not want to speak for Mr. Qualls, but we had a general conversation and he decided the contract we have now is essentially the same as the previous one, so there is no reason to write a special contract for it. They probably will not accept it anyway and we are actually doing better with this than we had before.

Ms. Scarpone stated: The only difference we found is your termination window within the five-year term changed a little, but not that much. Also, this new contract has a Right of First Refusal; which just means that if, at the end of the initial five-year term, you have gotten a quote from someone else and you are going to go with them, you need to come back to this company and give them a first Right of Refusal to match it. But that seems like a positive thing, and the rest of it was all basically the same.

Supv. Berube stated: If we had haggled with them, we would have saved a lot of money. We have the contract over there. That will move forward.

SEVENTH ORDER OF BUSINESS

District Manager’s Report

A. Financial Statements for May 31, 2018

B. Approval of: #218 Invoices, Check Register and Debit Purchases

Mr. Koncar asked: Are there any questions on your monthly financials?

Supv. Kassel stated: I was wondering how long we need this Series 2015 Capital Projects Fund to carry that on our books. Now there is \$5 in it.

Mr. Baldwin responded: Typically I leave it in there until it is completely empty and completely closed and I believe the \$5 has already been sent, so I believe on the next one, you will probably see zero, unless you do not want to see the zero.

Supv. Kassel stated: We can see it at zero and then it can disappear.

Mr. Baldwin stated: We show you once that it is zero; then we do not put it back in.

[*There being no further discussion,*]

On MOTION by *Supv. Walls*, seconded by *Supv. Farnsworth*, with all in favor, the Financial Statements for May 31, 2018, Invoice Approval #218, Check Register, and Debit Purchases, were approved.

C. Discussion of District Manager Special Topics

i. Fiscal Year 2019 Budget Review Discussions Recap

Mr. Koncar stated: As we discussed in the workshop, we are going to provide the Board as part of the meeting notes the changes to the budget that were discussed in the workshop and we will bring those back. Do you want those to appear as an item on the regular agenda for next month's meeting; or do you just want the information?

Supv. Kassel responded: No, have it as an agenda item.

Mr. Koncar stated: We will make sure it gets on there as an agenda item for your next meeting.

ii. FEMA Storm Damage Recovery Effort Status Update

Mr. Koncar stated: We did provide that information to the Board. You can see the calculations that they have provided. It is not very positive.

Supv. Berube stated: It is governmental.

Mr. Koncar stated: It is a step forward.

Ms. Suit stated: We received an email this afternoon that they are ready and able to send a check, so it is going to be on its way.

Supv. Berube asked: Didn't I read somewhere in the notes that in six or seven months of haggling with this we have had four different representatives helping with this?

Mr. van der Snel responded: There is a new one.

Ms. Suit stated: You received that notice that there is a reimbursement of 75% of \$6,500.

iii. Proposals for Feasibility Study of Office/Amenities Center

a. NAI Realvest – Professional Fee: \$14,250 (Inclusive)

b. Canin Associates – Professional Fee: \$9,600 (Plus Meetings)

Mr. Koncar stated: This is an item that has been on the agenda for the last three months; we were asked just to bring it back for this meeting. This was going to be a discussion about do we want to do these feasibility studies or not? We have the two proposals. Of the two, we feel the NAI is the best proposal for the money for the District. Do you want to proceed with that or table it?

Supv. Berube responded: This goes back to the earlier discussion about that parcel of land, which may be coming our way, and what do we do with it if we absorb it? Rather than do a feasibility study on something that we are not going to go down the road, I am suggesting we wait and see what we find out happens with that parcel and then maybe revise the feasibility study to include that. That is just my opinion.

Supv. Farnsworth stated: You are doing a feasibility study on building something and you do not know where you are going to build it, or how much land you have got to build it on. It does not make any sense to do this right now.

Supv. Walls stated: Our direction has changed as of tonight.

Supv. Berube stated: Table it until needed in the future.

iv. Fountains – Cost Analysis

Mr. Koncar stated: This report is from last month's meeting. We were asked to provide some information on the cost of running fountains. We have provided that information.

Supv. Berube stated: They are not economically attractive.

Supv. Kassel stated: I had approached and asked both our CDD Attorney and our District Manager about whether there is any reason that we could not, or should not, enter into agreements with residents who might want to purchase, maintain, and run their own fountains, just like the developer did. I received reports from both of them that there was no legal reason why we could not do that.

Supv. Berube stated: Say it again.

Mr. Koncar stated: I do not know of any legal reason. The attorney can speak to the legality of it, but the only concern I have would be if you wanted to enter into some type of agreement where residents were agreeing to pay for a fountain, for example, for the operation of the fountain. The only concern I would have is how would you collect that revenue?

Supv. Kassel responded: No. They would buy the fountain. They would have it installed. They would maintain it. They would pay the utility bill.

Supv. Berube asked: What happens when they decide not to pay for it anymore?

Supv. Kassel responded: It gets taken out just like it would for the developer.

Supv. Berube asked: At whose cost?

Supv. Kassel asked: Who took them out before?

Supv. Berube responded: The developer.

Supv. Kassel stated: The residents would be responsible to do that then.

Supv. Walls asked: What if they say no?

Supv. Kassel responded: If they say no, the pond fountain stays un-operational until someone else wants to run it. We have fountains in ponds, which are not running now.

Supv. Berube stated: That fountain which is not running is not our pond. That is the difference.

Supv. Kassel stated: At any rate, we have residents who have come to us, different residents, different ponds and the idea was to provide us and them with an idea of what the cost would be.

Supv. Berube asked: Do you want to bring up the page with the fountain cost, Supv. Farnsworth? It is \$8,000 for a cheap one.

[*Supv. Farnsworth brought up the page.*]

Supv. Kassel stated: It is \$7,950.

Supv. Berube stated: Five horsepower, two-tier and there are pictures there with the two-tier fountain. It is pretty basic. It is not going to be a big spray; five horsepower is not much.

Supv. Kassel stated: No, but it is something. I am not saying the CDD should purchase these, I requested this and I made the ask of the CDD District Manager and the Attorney so that they could give us an idea of whether there was any reason we could not do this. It is possible, but doubtful, that with the cost of the fountain, the cost of maintenance, and the cost of running the fountain, that residents would want to do this; but it is possible someone might. So the purpose of asking is really to make it clear to residents what those costs

are, and whether the CDD might entertain the notion of having residents make an agreement with the CDD that they put up a fountain: they install it, they maintain it, and they run it at their cost.

Supv. Farnsworth stated: There is nothing to prevent them from abandoning it.

Supv. Berube stated: That is the problem. It is all fine and dandy when everyone is gung ho and wanting it to go in, so we put up our fountain and turn on the lights; then there will be arguments over when it runs. Someone will say it is too noisy, the light is too bright, but you are going to have the initial cost, the operating cost, the ongoing, there is going to be some maintenance to it and when it dies, you are going to have to get the same group of people to fund the repairs. Now you have the remains of a fountain sitting in a pond and you are going to be looking at these folks and trying to force them to remove it, or leave it there and listen to all of it. How do you ascertain they are going to pay the ongoing fees?

Supv. Farnsworth responded: It is one of those things where either the community decides to take it on or it just does not get done.

Supv. Kassel stated: That is not the question I am asking.

Supv. Farnsworth stated: I know it is not the question you are asking. I was expressing an opinion.

Supv. Berube stated: I do not have any problem with it subject to “*how do we handle the hieroglyphics of collecting this money*”?

Supv. Kassel responded: We do not collect the money. They pay for it themselves.

Supv. Berube stated: When it goes bad and a fountain is just sitting there - like that one over there that no one wants to look at - the people who live around it, and other people who are looking at it, will complain because it is getting bird droppings and everything else on top of it. When these people begin complaining and all we can say is that resident group that left had an agreement but we are stuck with this, someone is going to ask, “*Why did you do that*”? That is what is going to happen; because that is what happened before when the fountains were taken out of the ponds; “*Why did you [the HCDD] let the developer take those fountains out*”? They were their fountains. They wanted them.

Supv. Farnsworth stated: I may disagree [and believe] that it is not likely to happen, but I understand what she [*Supv. Kassel*] is trying to offer.

Ms. Scarpone stated: There is no legal reason not to do it. You can enter into a contracted agreement and you would have remedies. It is the policy question of do you want to move forward, and what those remedies would look like. You would have to have a clause in there that if you fail to pay for it, if it falls in disrepair, the District would have the right to require them to take it out. If they do not, the District would have the right to do it, and to seek redress against them; which in the end if they did not pay, would be a judgment against them that you would have to go through.

Supv. Berube stated: I suspect the way it has to be presented is they would have to agree to a contract presented by legal counsel, provided by legal counsel. They would have the basic cost of the fountain, supplying electricity and all of that, and agreeing to the maintenance costs.

Supv. Walls asked: Is anyone interested in getting into this business? I am not.

Supv. Berube stated: She [*Supv. Kassel*] seems to be, but here is where it goes.

Supv. Farnsworth stated: She is interested in trying to make it available. I do not think any of us want it.

Supv. Kassel stated: I am interested in presenting this possibility because the residents have come to me and said we would like fountains in our ponds, and I am endeavoring to create some kind of possibility that the

Board could entertain to allow that to happen. Whether or not someone takes us up on it, is entirely another story. It is just, is this something the Board would entertain as a possibility?

Supv. Walls responded: No, for me.

Supv. Farnsworth stated: I agree; we are not going to entertain it. There is nothing legally to prevent it, but I would not support it.

Supv. Berube stated: No, too many hieroglyphics. It seems like a nice thing and it probably looks nice, but it is going to create a problem down the road. We have already been down this road.

Supv. Farnsworth stated: As I cited earlier, if you are going to do it, then this Board does it.

Supv. Berube stated: The big question is, let us expand this. Does the community have the desire and want to pay for installation of fountains in a number of ponds? That is the bigger question.

Supv. Kassel stated: I think that we resolved that in the last meeting saying we are not interested as a CDD Board with spending that kind of money.

Supv. Berube stated: I understand that, but we are spending those people's money and if enough of those people say, yes, we want to spend this amount of money on fountains, and we think that is a good idea, and do not know how many people is enough. Certainly not three, but if there are 100 or 200 people or more who want to sign a petition and take this on, then it is something we may want to discuss. But my presumption is that getting 100 or more people to sign a petition saying we want to add \$100,000 or more to the CDD budget for fountains is going to be a hard row to hoe. How else do you get the will of the community when 10 or 12 people show up at a meeting?

Supv. Walls stated: That is why they looked to us.

Supv. Berube stated: That is why they put us here, to make the decisions, but far be it for me to sit here and say, no, I do not want to spend your money, though you want me to, but I have also learned not to react to one or two people because it is too concentrated a deal. I do not know. I think you heard the will. If there are a whole bunch of people here who want to put fountains in the ponds, knowing the finances, bring them on. Right now, it seems to be no.

v. Home Depot Account Fraud

Mr. Koncar stated: This is just a follow-up report on the fraud we had with the Home Depot District account. That account was closed down and the fraudulent charges were reimbursed. That is all taken care of.

Supv. Berube stated: There is no more card. The only card that we have out there is a debit card, no other accounts anywhere else. We used to have some at Napa and we got one at Advanced Marine, but that is a closed account.

Mr. van der Snel stated: That is just an invoice account.

vi. Discussion of Statewide Mutual Aid

a. Consideration of Resolution 2018-05

– Approving Adoption and Execution of Statewide Mutual Aid Agreement

Mr. Koncar stated: This is a Mutual Aid Agreement, which counties, cities, and Special Districts can enter into. It is here for consideration by the Board. The attorney has looked at it. They have no concern about the agreement if the Board wants to enter into this type of agreement.

Supv. Farnsworth stated: Exactly. Explain this a little bit better. What organizations, what entities of government are in it and what ones have opted not to be in it, a little bit of background here. In other words, is this mandatory?

Mr. Koncar responded: No, it is not.

Supv. Farnsworth stated: If it is not mandatory, who has chosen to be in it and who has chosen not to be in it? That is something I would be interested in.

Mr. Koncar stated: I do not have a list of all of the entities because it is cities, counties, and Special Districts; like Fire Control Districts, Water Control Districts. It is a whole host of organizations. Just as an example, there are 67 counties in the state, and there are in excess of 600 cities. You have 675 Special Districts, so you are talking about a lot of different entities and the purpose of this agreement is to set the stage for two things: reimbursement and then aid in the case of a disaster. They have forms in here you can see in the packet that they show how you can fill these out for reimbursement in the event of an emergency.

Supv. Farnsworth asked: Reimbursement for what?

Mr. Koncar responded: It is related to some type of expenses related to some type of an emergency.

Supv. Farnsworth stated: What it is you are being reimbursed for here, if I understand correctly, is your giving aid to someone else. That is what you are being reimbursed for; not for damage you have incurred.

Ms. Scarpone stated: Or receiving aid.

Supv. Berube stated: More than likely receiving aid in our case. What would happen is, let's say we had a giant hurricane with trees down all over the place and we could not handle it; it was mess. We call the City of St. Cloud or Osceola County - we would probably call Osceola County - and say we need some equipment in here, (like excavators, trucks, and chippers) to help us clear the roads, get trees off of homes, and all that. They would send help if they can, and that is the key. If you look further on down, there are reimbursement rates for the type of equipment, boats, excavator, and people. This is the first time we have ever seen this and I do not know that there is any down side to it.

Supv. Farnsworth stated: The thing I wondered about was, if someone was in it and they ask us for help, can we turn them down? Or, is it automatic: thou shalt do this; thou shalt render help if you are asked.

Supv. Berube stated: By signing it, you are kind of obligated if you can. That is the deal. Fire departments use this all of the time. Cities routinely do not have a fire truck or rescue; they send another fire truck from a different city or county. The police are the same way.

Supv. Farnsworth stated: I am just trying to understand.

Supv. Berube asked: Is it a value to us?

Mr. Koncar responded: I think one of the big differences that sets Harmony apart from some other Districts is, you have a field staff and you have equipment here, so it is not like you have no staff from the District or your vendor providers that do not have any equipment and people. You have a staff here and you have equipment here. In that sense, you are kind of a step ahead of some other Districts and even really small cities at the same time.

Supv. Walls stated: I think from an emergency perspective, there is nothing the CDD maintains that is essential to people's lives or livelihoods here, it is if something gets destroyed, we can all move on until it gets repaired, however long that takes.

Supv. Berube stated: I do not see any reason to go with this.

Supv. Farnsworth asked: Have you seen who this is applied?

Supv. Walls responded: This is common in cities and counties. They all have these, but for our purposes, something falls in the street, that is a county street. If something falls in our pool, on the other hand, we can shut down the pool until we get it repaired. We do not have to call in the cavalry.

Supv. Berube stated: An example of this is that you see all the time is when there is a big windstorm, these outside power providers all come in from North Carolina or South Carolina, because they have mutual aid agreements and all of those numbers are fixed. The numbers are all in the contracts as to what they are going to get paid, but we do not have any incoming or outgoing. As Supervisor Walls says, to really need, this it becomes a moot point. We are not going to use it.

Supv. Farnsworth stated: I cannot think why we would want to do it.

Supv. Berube stated: We cannot help them and we probably do not need any help.

Ms. Scarpone stated: I would say to that question, I do not think it obligates you to do anything, it is just if you are part of it, you just already agreed to the procedures and the rates in case you either need it or it is offered. I think if the emergency comes, again, it is if you are able to, so someone might request, I do not know that they would, but there may be a request for your field services personnel to help someone else. At that point, you might say, we need them here, we cannot do that. It is agreeing ahead of time, I think, to have it already in place so that you are not scrambling to figure those kinds of things out when an emergency happens.

Mr. Koncar stated: The only thing I would say about that is, I would not want the Board to create an expectation that you are going to jump to the aid of someone else with your personnel and your equipment if you do not feel that is appropriate. But the other side of that too is, if you decide to do that, you do have a framework for doing it and I think that is the key there. You have a framework for reimbursement. You would have some coverage; I am sure, for the personnel.

Supv. Berube stated: I do not know if there is any positive, but I cannot think of any negative either.

Supv. Kassel stated: I propose because of the hour and the fact that we have been meeting for almost 4½ hours, that we table this to the next meeting.

Supv. Berube stated: That is a good idea.

vii. Meeting Action Items/Follow-up

Mr. Koncar stated: We talked about this some months ago, when InfraMark made the decision to remove the existing Manager. At that time, which was when we removed our existing Manager, I came in as the Manager and I said at that time if it came to the point where we needed to consider that change again, that this would be a discussion with the Board. As you know, when we originally proposed this, our concept for District management is, we have a primary Manager and then we have a secondary. We brought Ms. Kristen Suit on board to fill the role that Mr. Walter had. She is filling in at some other Districts. The question to the Board is, is the Board interested in changing the roles that we have with Ms. Suit becoming the primary and I would become the secondary. I said at the time when we originally made this change, this would be a time for a discussion, and so that is what I am doing is bringing it back to the Board for discussion.

Supv. Berube stated: I am comfortable with the change. I like the idea that Ms. Suit is based in Orlando because this Board has indicated previously that we want more on-site time from our District Manager, and I think, Mr. Koncar, you live in Jacksonville.

Mr. Koncar stated: I live in Clay County, which is near Jacksonville.

Supv. Berube stated: That is some distance away. No matter how you look at it, it is a trip for Mr. Koncar to come back here and go back to wherever he is going if he goes back home. Ms. Suit is in Orlando and frequently in the Celebration office and she has already been here at least once this week to do a tour around and get a handle on the Servello items. It is far simpler and less time-consuming to get her here and I am more than comfortable with the change because I think she has been doing a lot of the behind the scenes work, especially the local items for probably a couple to three months, so I am fine with that change. What does the rest of the Board think?

Supv. Kassel responded: I like Ms. Suit and I feel that she is on the ball and at the same time, I feel that we have been bounced around a lot. This would be the fourth District Manager we have had in a year, and that makes me uncomfortable. At the same time, it seems that maybe she is, based on tonight's meeting, engaged and knowledgeable about what is going on with the CDD. In previous meetings, she sat with the audience and there was less visible engagement. I feel mixed about it because I feel like yet another person in a parade of people, but at the same time, I feel relatively confident in her capabilities.

Supv. Berube asked: How long do you plan on staying around?

Ms. Suit responded: I have been a District Manager for a while with another firm. This is not new to me.

Supv. Kassel stated: Yes, but you may not stay with this firm.

Ms. Suit stated: I signed a non-competitive clause. There is a time period. I obviously could not say indefinitely, but there are no plans whatsoever for me to be going anywhere. I have only been there for a couple of months so far.

Supv. Berube stated: As you know, some of us have a habit of putting people right on the spot. You probably notice that a little bit. Supervisor Walls, what do you think?

Supv. Walls responded: Is that where InfraMark was heading, or are you just asking to see?

Mr. Koncar responded: The original plan to move Mr. Walter out really did not have anything to do, necessarily, with Harmony; it had to do as much with other Districts and other issues we were having. I do think it was the right move for Harmony, since ultimately we planned on bringing another District Manager in to take his place. That was the goal, and I wanted it to be a discussion with the Board and not just a change that was made and then you are told about it.

Supv. Walls stated: I am fine with it, if that is your plan. I have no issues.

Supv. Berube asked: *Supv. Farnsworth*?

Supv. Farnsworth responded: It is no problem.

Supv. Berube stated: 5-0; you did well.

Ms. Suit stated: I am looking forward to working with everyone.

D. Facilities Usage Applications (None Received)

[There being no report, the next order of business followed.]

EIGHTH ORDER OF BUSINESS

Topical Subject Discussions

A. Consideration and Reconciliation of OUC Lighting Invoices

Supv. Berube stated: We are going to get approximately \$45,000 for the mistaken bills, give or take, from OUC. There is another approximately \$1,900 from OUC for a further miscalculation, and I think

InfraMark is throwing in approximately \$3,000 here because of the delay in getting the payoff checks which were signed in October; they did not get processed until sometime in January, which cost us a couple of months' reduced invoices. So all in all, we are going to receive approximately \$50,840.10.

Mr. Koncar stated: Your InfraMark check has already been forwarded. It will be in your account within the next week or so.

Supv. Berube asked: Is it a check or is it a credit?

Mr. Baldwin responded: We are issuing a check.

Mr. Koncar stated: We are issuing a check instead of a credit. There is a story behind that, but we are going to actually cut a check and it is going to be put into the District's account.

Supv. Berube stated: That is OK; however you want to do it.

Ms. Suit stated: Just to reiterate, the check from us is for \$3,273.21. There will be two checks coming from OUC. They did tell me it would take a month.

Supv. Berube stated: You said checks initially. They said credits in July.

Ms. Suit asked: Did OUC say credits?

Mr. Baldwin responded: There are three different issues here. You have the \$1,967.80, which was the difference between the two, and then we also had the credit where they were using 891 units versus 823. I thought they were giving us a credit on the next bill.

Ms. Suit stated: Those were over in April and May, those were supposed to be credited on the June invoice, but they did not get them in on time, so they are crediting those on the July invoice. The \$1,967.80 is for the overpayment for the Town Center buyout. I am giving them authorization tomorrow, based on your approval, and that check will take roughly a month; and then the \$45,604.09, will also take about a month.

Supv. Berube stated: As long as it gets in this Fiscal Year, it does not really matter. It just gets processed in the same year. That worked out. That was quite the expedition with OUC.

Ms. Suit stated: I believe we will be looking for the Board's authorization to proceed, that you are comfortable with us proceeding with the \$45,604.09.

Supv. Kassel MOVED to authorize InfraMark to proceed with obtaining a check in the amount of \$45,604.09 from OUC for mistaken invoices.

Supv. Berube stated: We are comfortable with the amount.

Ms. Suit stated: We need your authorization to approve the amounts that they have provided to us.

Supv. Walls SECONDED the prior motion.

[There being no further discussion,]

On VOICE vote, with all in favor, InfraMark was authorized to proceed with obtaining a check in the amount of \$45,604.09 from OUC for mistaken invoices.

B. Discussion of Conditions for Removal of Nuisance Alligators

C. Discussion of Access Cards for Sales Agents

[These two items are tabled to the next meeting.]

NINTH ORDER OF BUSINESS

Supervisors' Requests

[Hearing no requests from Supervisors, the next item followed.]

TENTH ORDER OF BUSINESS

Adjournment

[There being no further business,]

On MOTION by <i>Supv. Berube</i> , seconded by <i>Supv. Walls</i> , with all in favor, the meeting was adjourned at approximately 8:49 p.m.

Robert Koncar
Secretary

Steven Berube
Chairman