

DRAFT

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, August 30, 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
David Farnsworth
William Bokunic
Kerul Kassel

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Kristen Suit
Tim Qualls
Gerhard van der Snel
Bob Koncar
Residents and Members of the Public

District Manager: InfraMark
District Attorney
District Staff: Field Manager
District 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

Ms. Marilyn Ash-Mower stated: I read the minutes of the meeting from July 26th and on page 15, Mr. Berube stated, “*In this case, this year, garden expenses exceeded the income and we cannot have that again*”; and on page 18, you say, “*I expect the garden expenses will exceed income for the new budget.*” I would like to know why?

Supv Berube stated: Based on the current trend as shown in the HROA budget.

Ms. Ash-Mower asked: What do you mean by that? Please clarify.

Supv Berube stated: The expenses this year have so far exceeded the income from the spots.

Ms. Ash-Mower stated: I am sorry, but they do not. We have a surplus of \$615.67, which has been verified by Association Solutions.

Supv Berube stated: I am going by what I read in the budget; if you are correct, I stand corrected.

Ms. Ash-Mower stated: I am wondering if some expenses were thrown in that I am not aware of.

Supv Berube stated: I did not ask Mark about anything, I just read the budget line items as it stood. It may have changed this month because you said that was from July.

Ms. Ash-Mower stated: No, that was as of a few days ago. I have it in an email.

Supv Berube stated: I mean the statements I made were a month or so old.

Ms. Ash-Mower stated: They were a month ago; I had \$900 at that time.

Supv Berube stated: All I went by was the budget and I did not look any further than that. We can certainly look at it and verify where it stands as of today. It is over a month ago and you may be correct; I just went by what we had then.

Ms. Ash-Mower stated: I would like to stand corrected in the minutes. I take my job seriously and I have never been over my budget and I do not intend to be now. I would like it corrected. I would like clarification on the sales tax rules. Apparently, we have to pay sales tax now. It says in the rules agricultural is exempt from sales tax and I wonder why the garden would have to pay sales tax.

Supv Kassel stated: I do not think the garden qualifies as an agricultural entity. I know a form of horticulture is going on there, but I think agriculture means an agricultural exemption you would have to file for which means you have to be producing commercially; if I am not mistaken.

Ms. Scarpone stated: That is how I understand it, but we will double check. My understanding is a farm or zoned agriculturally; not necessarily a small community garden.

Ms. Ash-Mower stated: Thank you. I would like to correct the garden email. There was a lot of discussion about the garden and the email needs the word “*The*” in front of it:

[TheGardenatHarmony@yahoo.com]

Supv Kassel stated: My suggestion is we strike the sections of the minutes that talk about the garden expenses being higher than revenue, because we do not know if that is actually true or not.

Supv Berube stated: I can tell you it was true at the time I said it.

Supv Walls stated: You cannot strike it.

Supv Farnsworth stated: You do not do that.

Ms. Ash-Mower asked: Based on what?

Supv Berube responded: Based on the budget I looked at from the HROA. It is not a reflection on you; it is the facts of what is in the budget.

Supv Kassel stated: She is saying it is not true.

Ms. Ash-Mower stated: It is not in the budget. In fact, we have \$70 over our proposed budget for the year, which I am not able to spend, so you have an additional \$70 in this year’s budget already.

Supv Walls stated: With all due respect Mr. Chairman, this is an HROA matter, not a CDD matter.

Ms. Ash-Mower stated: This is where this all gets really muddy. The CDD owns it, but the HOA is managing it.

Supv Walls stated: I understand that, but we are getting into the budgets of the HROA which none of us have anything to do with from this Board’s perspective.

Ms. Ash-Mower stated: You are saying the budget is.

Supv Walls stated: It is an HROA budget; not the CDD budget.

Ms. Ash-Mower asked: Then why is the fact that it has been put in the CDD meetings and not the HOA meetings.

Supv Berube responded: It is in the HROA meetings.

Ms. Ash-Mower asked: Then why is it in this one?

Supv Kassel responded: Maybe we can ask our CDD Manager or Attorney their thoughts on this, so we can resolve it a little more quickly.

Ms. Ash-Mower stated: There needs to be more clarity in the rules and who does what at these two meetings.

Supv Berube stated: The CDD has absorbed the ownership of the land and thereby those two entities.

Ms. Ash-Mower stated: Precisely.

Supv Berube stated: We are paying the HROA Manager to manage those facilities for the CDD. The HROA Manager sets the budgets and turns them over to this body and then we account for the income and expenses within this bodies' budget; but the actual day-to-day operations that goes on with the parking facility and garden is the responsibility of the HROA manager who is responsible, through contract, to this body. We are not setting policies other than telling that manager what needs to happen. Those facilities cannot have their expenses exceed their income.

Supv Kassel stated: I understand *Ms. Ash-Mower's* point, which is that she does not want the minutes which are a public record to reflect something she believes is untrue based on her accounting for her Garden Committee of the HROA. In other words, it is a public record, and she does not believe it is true and is why I recommended striking.

Supv Walls stated: She has said that and it will be on this public record; you cannot go back and change something that was actually said.

Supv Berube stated: You cannot undo what was said.

Supv Kassel stated: That is not true.

Ms. Ash-Mower stated: I thought you could make an amendment. It does not really matter; I just wanted to bring it to your attention.

Supv Berube stated: I will look at it again, and if I have it wrong we will clarify it publically.

An unidentified speaker [Ms. LeMenager] stated: I was wondering why the tree trimming away from the houses and the hurricane trimming was not put out to bid.

Supv Berube stated: Because it does not have to be.

The unidentified speaker [Ms. LeMenager] stated: I was wondering why the tree trimming which is the contract that is basically coming up this evening, the one where it is being cut back from the houses and where there may be hurricane interiors pulled out for hurricane reasons. I was wondering why that did not go out to bid.

Supv Berube stated: There is no requirement that it go out to bid. We like to have, as much as possible, work that like done by the people that are going to deal with it every day, meaning Servello.

The unidentified speaker [Ms. LeMenager] stated: That surprises me, because I have gone back through the notes from this meeting, back to January, and it appears you constantly have problems with monthly reports, the number of people onsite, the state of the soccer field, the backlog on the current tree cutting; and I was wondering why, under those circumstances, you would not bid it out.

Supv Berube stated: I just told you why.

The unidentified speaker asked: So, that is it?

Supv Farnsworth responded: This is the same thing *Ms. Pam LeMenager* mentioned.

Supv Kassel stated: That is *Ms. LeMenager*.

Supv Farnsworth stated: Sorry. That was what you mentioned before about getting too close to the houses. It happens to be a gripe of mine, and I do not know how it is ever going to get fixed. Is it going to get fixed, I will ask Servello?

Supv Kassel responded: We can have them report on it.

Ms. LeMenager stated: They are doing things under the current contract and once it is above 10 feet it is not under the current contract.

Supv Farnsworth stated: That is not the same type of trimming you and I are talking about.

Ms. LeMenager stated: That is the trimming I am asking about and why was it not put out to bid and I got the response that we will not do that because we like the people who are currently.

Supv Berube stated: That is not what I said. I said it did not have to go out to bid and we like to consolidate, as much as possible, all the work to one contractor here. There is no doubt that Servello gets beat up in these meetings every single month. As has every single landscape contractor that we have had here for the last ten years. It goes on and on. If we decide we do not like Servello and tell them to go down the road, we are going to bring in somebody else; we will have the same overall affect with the next landscape contract. You resign yourself to working with what you got, trying to improve them, keep them on their toes and get the best job you can from them. We pushed very hard earlier this year and Servello decided they did not like that and quit. We came back and had conversations with them, changed some things up and here they are still here tonight. We do not like having these conversations with them either, but the fact is it is a big living organism, things change, lots go on and all you can do is try to keep them on their toes.

Ms. LeMenager asked: Can the management company put it down on their calendar each year, from now on, for the tree trimming back away from the houses and that hurricane thinning must also be done. This is basically because there are six houses on Cat Brier where the trees are on the roof or up against the front façade of the houses. There are five houses where the trees are up against the house or on the roof. From Primrose Willow down to the school there are 11 houses that need cut back.

Ms. Suit stated: The contract is not for every year.

Supv Berube stated: We probably moved hastily with the tree trimming this year. I was not very happy with it; I think most Board members were not. We certainly were not at all pleased with the pace of it, but I can guarantee you the next time we put out a tree-trimming contract it will look different and many more details in it as to what needs to be done with specificity.

Ms. LeMenager stated: I will be curious to sit and around and listen to how many trees they feel need to be cut back.

Supv Berube stated: The next time will be different, promise.

Ms. LeMenager asked: When is the next time?

Supv Berube responded: Probably next year.

Ms. Suit stated: The contract is for every two years. We will coordinate better from our end with Servello to map it out and maybe do sections at a time so we are not all over the place and residents know exactly where we are, we can stop to look at it to see if it is done, and then move on to the next area.

Supv Berube stated: There is a learning curve and we learned from this one.

Supv Bokunic asked: Am I reading between the lines that some work was not done at your house to your satisfaction?

Ms. LeMenager responded: In February, I wrote an email to Mr. van der Snel and to the management company stating that tree limbs are on my roof. When we get heavy rains and winds, the limb is moving against the shingles of our house. I received quick response from both; from the management company, stating cut back the tree limbs from the house, and from Mr. van der Snel, stating somebody would be out shortly. Servello came out and removed one small branch, but I still have a cluster of three that every time it rains they are sitting on top of my roof.

Supv Farnsworth stated: Supervisor Bokunic this is something that I complained about two years ago. The trees on all the boulevards, and probably internal streets also, the trees in strip in front of the house have gotten so big that all of the limbs are intruding over into and against all the houses. In my opinion, it needs to be trimmed back, but it is a lot of work. There are a lot of trees and limbs. It is going to be a big contract and a lot of work.

Supv Kassel stated: I think the issue is when we had the tree trimming contract done we did not attend to all of the facets of tree trimming and that change will be reflected in the next tree trimming contract.

Supv Berube stated: To be fair, the contract this year, the added on contract was for the interior streets only which was accomplished. The exterior streets were given a tune-up. We asked Servello to go around and do the exterior streets at the same time; there was no extra charge for the boulevards. We spent \$18,000 to have the interior streets done and to make sure it all looked fairly uniform we asked Servello, and Mr. Feliciano agreed, to do all the boulevards, the exterior. It was only to bring it up and make them look good at the same time. There was no extra contract for the main drag trees. This coming year will be the cycle for the main drag trees.

Ms. LeMenager stated: The contract you will be discussing today concerns the interior.

Supv Berube asked: What contract are we discussing today?

Ms. LeMenager responded: I thought you asked Servello last month for the trimming away from houses.

Supv Farnsworth stated: That was for the Pine trees – removing the old ones and replacing. They have already cut most of those down.

Ms. LeMenager stated: Basically, what you are stating is there is no contract in place for cut back or for hurricane.

Supv Farnsworth stated: Not existing right now.

Ms. LeMenager stated: That explains a great deal.

Supv Berube stated: It took me a minute to realize exactly where you were headed, but that is the answer. Whatever tree trimming they did over and above was thanks to them to make everything look uniform all at once. This year will be the exterior street tree trimming and from what everybody is mentioning it will be a significant cut back.

Ms. LeMenager stated: The year starts in October.

Supv Berube stated: Yes.

Supv Bokunic asked: What are the chances we can move this up to get going?

Ms. LeMenager stated: My email in February was worried about the coming of hurricane season.

Supv Walls stated: What I would advise anyone worried about their house being damaged by tree limbs, is to get them trimmed yourself.

Supv Farnsworth stated: I do not know if we can legally do that.

Supv Walls stated: That is what I would do.

Mr. Feliciano stated: You do have large trees and they are expanding out. We did go above contract and thinned them out, but once they come on your property, it is a different liability issue. It is something where you have to accept responsibility, as well as, the CDD when we step on to private property. Normally, it is a homeowner's issue to trim the trees off of their house or on their property. We do not mind doing it, but you get into a different liability issue.

Supv Berube stated: To your point, the condo association just trimmed the trees on Claybrick and their tree trimmer took it back to the trunk of the tree so they did not crossover to the private property side. What happened was all the people who lived there complained that the trees were butchered, but I guarantee you the reason the tree trimmers did it that was so as not to crossover onto private property. I am going to bet when we look to Counsel and ask for what you were asking for, that is going to be the response and all the backsides of those trees are going to get clipped back to about the sidewalk area.

Supv Walls stated: To my point, if your home is in danger of being damaged from a tree limb, I would take whatever action is necessary to make sure it did not happen.

Supv Farnsworth asked: Individual owners now have to go out and pay a tree trimmer to do this? No way.

Supv Berube responded: What do you want to do?

Supv Kassel stated: Maybe we can hear from the attorney and CDD Manager who probably have more experience with this than we do.

Supv Berube asked: Counsel, can you look into to this and find out the liability situation?

Ms. Scarpone responded: Yes, I will. I wanted clarification, so I know I am looking at it correctly. The tree itself is on CDD property.

Supv Farnsworth stated: Yes.

Ms. Scarpone stated: The limbs hang over the homeowner's property.

Mr. Feliciano stated: Yes, and between Schoolhouse and Cat Brier there are probably 33 trees total that can be taken back some. Under ten are very severe. Maybe three on Cat Brier are actually touching a roof. You will physically have to go up against their house to pull stuff away. You cannot just cut straight from the trunk because it falls into the house.

Supv Berube stated: You know where we are going with this and what needs to be done. Next month or October, let us know what you think needs to be done and how much that is going to cost. Counsel will look at the liability of this. I know you do not want to go onto private property to do it, so we need to figure out where all of this falls and it will move forward at some point in the near future because what I am hearing is it is a big problem and we need to address it. Fair enough?

Ms. LeMenager responded: Fair enough.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. June 28, 2018 - Budget Workshop Summary

B. July 26, 2018 - Regular Monthly Meeting Minutes

Supv Kassel stated: I sent amendments on both sets of minutes.

Ms. Suit stated: Those were received and the edits made.

On MOTION by *Supv Kassel*, seconded by *Supv Walls*, with all in favor, the June 28, 2018 budget workshop summary was approved, as amended.

On MOTION by *Supv Kassel*, seconded by *Supv Walls*, with all in favor, the July 26, 2018 regular meeting minutes were approved, as amended.

FOURTH ORDER OF BUSINESS

Public Hearing for Adoption of Fiscal Year 2019 Budget

On MOTION by *Supv Walls*, seconded by *Supv Bokunic*, with all in favor, the public hearing was opened.

A. Fiscal Year 2019 Budget

[*There being no discussion, the next topic was considered.*]

B. Consideration of Resolution 2018-06 Adopting the Fiscal Year 2019 Budget

Ms. Suit reviewed Resolution 2018-06. The total for the General Fund is \$1,824,795; the total for the Debt Service is \$2,273,107; and the total for all funds is \$4,097,902.

On MOTION by *Supv Berube*, seconded by *Supv Kassel*, with all in favor, Resolution 2018-06 relating to the Annual Appropriations of the District and Adopting the Budget for Fiscal Year 2019 and Referencing the Maintenance and Benefit Special Assessments to be Imposed and Levied by the District was adopted.

C. Consideration of Resolution 2018-07 Levying the Assessments for the Fiscal Year 2019 Budget

Ms. Suit reviewed Resolution 2018-07. The total of the assessments to take into consideration is \$1,974,240; and the Debt Service assessments will amount to \$2,264,232.

On MOTION by *Supv Walls*, seconded by *Supv Kassel* with all in favor, Resolution 2018-07 Approving, Assessing, Imposing, Levying and Confirming Special Assessments on and Peculiar to Property Specially Benefited by the District's Infrastructure Project Operations, Management and Debt Payment; Making Certain Findings and Determinations; Equalizing, Approving, Confirming, Assessing, Imposing and Levying Non-Ad Valorem Special Assessments on and Peculiar to Property Specially Benefited by Infrastructure Management to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 190, 170 and 197, Florida Statutes; Providing for Public Hearing by the Board on Propriety and Advisability of Budgeted Infrastructure Management and by the Board Constituted as the Board of Equalization to Hear Testimony on the Assessments on Owners' Property; Providing for Severability, Conflicts, and an Effective Date, was adopted.

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, the public hearing was closed.

FIFTH ORDER OF BUSINESS

Subcontractors Reports

A. Servello

i. Grounds Maintenance Status (*Work Chart*)

Mr. Feliciano stated: I wanted to put on record, regarding the trees over the homes, is that you have to be careful with Oak trees. They have very shallow roots and when you cut back to the trunk, you are creating a liability issue for the CDD. It is going to tip over and you are going to have a huge tree expense. I will put something together and prepare proposals. After we find out the liability concerns and issues with it, we might want to have homeowner waivers signed as well where they are not going to hold the CDD responsible.

Supv Berube stated: That is why we have Counsel.

Supv Farnsworth stated: For most of the trees Ms. LeMenager and I are talking about there is very little property between the house and the sidewalk. You have the sidewalk and the easement where the tree is planted. To go on to the homeowners' property, there is hardly any property to go on and it usually has flowers, plants and different things in it. I am having figuring out why you are saying there is such an issue going onto the homeowners' property when there is so little there.

Supv Walls stated: The line still exists. There is line between public and private and it exists whether it is small or big.

Supv Berube stated: You mentioned cutting back to the trunk. You probably have seen what went on in the condo association directly across from where the Pine trees are coming down.

Mr. Feliciano stated: It is horrible.

Supv Berube stated: We have a couple of choices to make here. I am sure somebody said take it all the way back, but do not go onto private property. If we do not want to go that radical, and I am not saying we should, where do we draw the line from the trunk and cutting it at zero from the middle of the sidewalk. How far do you go?

Mr. Feliciano stated: I would go from five to eight feet from the house to try to balance out the tree itself. Typically, you are going to cut off 2-inches of your leader branches, anything 4-inches or more you are taking off a significant portion of the tree itself.

Supv Kassel stated: On Cat Brier and Treehouse, particularly on the west side of Cat Brier, for most of those trees the sidewalk is within eight feet of the porch. It is a small distance and you said five to eight feet. The whole space is five to eight feet.

Mr. Feliciano stated: I am talking about when you get up top. A lot of the trees are six to seven feet from the house. It appears that way when you are driving by and looking at the tree, but it is six to seven feet away from the home.

Supv Bokunic asked: If we are addressing every two years, can we do it so that it is not in the house for two years?

Mr. Feliciano responded: It depends. When you lift trees up and thin out the trees, which helps the trees push lateral growth, the top of Oak trees tends to expand out. It is going to continue to happen. Some of the trees we trimmed are pushing out growth now and already hanging down.

Supv Walls stated: The issues we are experiencing now and it is because of time; the trees are not only getting taller, but they are getting wider.

Supv Bokunic stated: We will have to address it every year instead of every two years.

Supv Walls stated: I am thinking we have to address it in a different way. Before you could trim everything from the sidewalk or the road and now you cannot. You have to figure out what issues need to be addressed.

Supv Berube stated: The bottom line is 'trees are us' and we need a comprehensive going forward plan of keeping things under control. We need a comprehensive plan for the interiors and the exteriors. The interiors are going to have to be addressed at some point too because those people pay CDD as well. We need some way of beating the trees back and not butchering them.

Mr. Feliciano stated: You are going to do that for a few years and, honestly, that is not going to be your problem. Within two to three years from now, you are going to be shaving sidewalks down.

Supv Berube stated: We already are.

Mr. van der Snel stated: We had about 400 this year.

Supv Berube stated: You know where we are going, what we are aiming for with a 'comprehensive get the trees off the houses plan' that makes sense.

Mr. Feliciano stated: We have started the Pine trees project and I anticipate us completing it by Tuesday. Starting Tuesday, we will begin installation of the Pine trees.

Supv Berube asked: Did we put anything in the contract about watering? Most of those areas are not irrigated.

Mr. Feliciano responded: Right now you probably will not have to because there is enough rain. It is going to be a monitoring process. For the most part where the Pine trees are going in there is irrigation. We can get together to talk about water bags.

Supv Berube stated: The area between the condos and 192 is irrigated.

Mr. Feliciano stated: There is St. Augustine there; everywhere you have grass is irrigated.

Mr. van der Snel stated: The rotors spray in the beds; there are no spray heads specifically in the beds.

Supv Berube stated: We are going to ask Mr. Migues, as part of his normal view, to please let Mr. van der Snel know if we need additional watering. I am sure he will notice, but we want you to notice it as well.

Mr. Migues stated: As soon as I see any flagging, I will mention it right away.

Supv Berube stated: We have two trailers with water tanks so we can get water wherever it needs to go.

Mr. Migues stated: That is all I have; anything else for me?

Supv Berube responded: A couple of weeks ago we had a series of emails from the Field Manager, which went to you and certain other people. I get that you want to get emails consolidated into one neat package so that phones are not beeping all day long with multiple emails. The way I saw that he was driving around, taking pictures and putting notes on and sending an email so it ends up taking several hours and beep, beep. I think that we figured out to consolidate it a little bit so the phone is not beeping all day long. Have we worked out how the punch lists are getting delivered?

Mr. Feliciano stated: It is pretty much worked out. It is going to be something between Mr. van der Snel and Mr. Migues. I want to be cc'd on it; I think it is better communication all the way across the board. If things are not done on the punch list Mr. van der Snel is immediately going to see it and we need to address it then and there.

Supv Berube stated: The concern that I saw from you and the District Manager, much to my dismay, was not the content of the pictures showing all the problems, but the way the message got delivered over several hours. Nobody said hey this shows some work that needs to be done, all we complained about was how the emails showed up.

Mr. Feliciano stated: First and foremost, I apologize about that. I should have said something about that. Ms. Suit and I did speak about it. There were a lot of issues with the emails, which we are addressing. Again, I just wanted to simplify what was sent over, but there were major issues listed that we needed to address.

Supv Berube stated: Many of them are still open. Would you agree with that?

Mr. Migues responded: The vast majority of them are taken care of. I say the vast majority, there are several things on the list that are time consuming, such de-mossing Crape Myrtles along 192. I went through all the emails and put them on a page.

Supv Farnsworth asked: What kind of a list are we talking about; a punch list?

Ms. Suit responded: As I said in my email, I did note and spoke with Mr. Feliciano about it, I did see what needed to be fixed; that was not the issue. However, we need a clear communication. We are saying during the week what you need to do, but as far as a punch list we need a punch list so we can clearly see what is done and what is not done. I think that is where we were going with it. We are talking about a punch list that nobody has seen.

Supv Farnsworth stated: That is my problem.

Ms. Suit stated: That is what I was trying to say; we need to be able to provide a punch list / spreadsheet so the Board can see these are the items you noted, this is what they have completed and this is what still needs to be addressed. Otherwise, we are talking about things and the Board does not know what we are referring to.

Mr. van der Snel stated: It will be in the September agenda package. What I have agreed with Servello on is on Monday's I will do a ride through and make a punch list for Mr. Migues, put it on a format everyone is happy with and is to be published in the Board meetings so the Board knows what I see and you will see also.

Supv Walls stated: Here is my problem, and it goes back to what I said a couple of months ago. I am leaving the Board so do what you will, but one Board member saw this and none of the other Board members

saw it. The question is why are some Board members getting things and others are not. That needs to be addressed and it needs to be nipped. If something goes to one Board member it needs to go out to all Board members.

Supv Farnsworth stated: It even applies if it goes to the District Manager and we do not end up seeing it in the report; there is a problem.

Supv Walls stated: Anything given to one Board member needs to be sent to all Board members so we can all have an intelligent conversation here because I do not know what you are talking about.

Ms. Suit stated: There was a conversation between the three of us, and I did not send it to any Board members.

Mr. Feliciano stated: This conversation of how we are going to improve things just started on how we are going to do it moving forward with the punch list.

Supv Walls stated: I get that, somehow is got to Supervisor Berube, but not to any of us. I am not blaming you, I do not know who sent what or where it came from, but that needs to stop.

Supv Kassel stated: I completely agree with you.

Supv Berube stated: It was supposed to go in this month's package, but it did not meet the timeframe.

Supv Walls stated: I get that, but it got to you and not to any of us.

Supv Kassel stated: If it got to you, it should have gotten to us. I completely agree with Supervisor Walls.

Supv Walls asked: Did you send it to Supervisor Berube?

Mr. van der Snel responded: I did.

Supv Walls stated: Now you know if you are sending something to Supervisor Berube you are going to send it to all of us or send it through the District Manager.

Supv Farnsworth stated: Send it through the District Manager.

Mr. van der Snel stated: It was also sent to her.

Supv Walls stated: I cannot have a conversation on what you are talking about right now since I have no idea what you are talking.

Mr. van der Snel stated: The issue was.

Supv Walls stated: I do not want to have a conversation about it.

Mr. van der Snel stated: It will be in the next meeting package.

Supv Bokunic stated: A point is being made.

Mr. Miguez stated: We got a lot done today regardless of the weather. The Roundup will keep going down and you will see a big difference in the next 48 hours. Mowing is ongoing, as it should be. The ant bait is being applied. I will list the things that were done out of the ordinary.

Supv Farnsworth asked: Can I request that you start putting them on this list so we at least have some idea of what you are going to talk about?

Mr. Feliciano responded: You are absolutely correct. He should be covering maintenance right now and what we have done.

Supv Farnsworth stated: When I look at this list my reaction is the same as Peggy Lee, “*Is that all there is?*”

Mr. Feliciano stated: Annuals are scheduled for next month as contracted. Annuals will be going in; and in September, we are going to do the soil amendments and the Pine straw in all the annual beds. At the beginning of next week Mr. Miguez, Mr. van der Snel and myself are going to sit down regarding the annuals. We want to see a pop when we come in the community and I think you will be impressed with the annuals selection.

Ms. Suit asked: Was there going to be coordination with the irrigation? Did you already do that?

Mr. Feliciano responded: He has a program set for the annuals when they go in.

Ms. Suit stated: I thought you were going to meet.

Mr. van der Snel stated: That is when we put the sod in.

Supv Berube stated: We have a sod contract in this month’s package.

Supv Farnsworth stated: Look at the yellow areas, it says pool Palm trees four to six rotation and it says you have done zero of nine of that item. Fertilization and inspect, three per year and six per year, and one is all that is listed as being done. Are you going to be doing two more of one and four more of the other in the rest of this year? Is there something wrong with this?

Mr. Feliciano responded: Palm tree trimming has happened three times since we have had it. They were on the chart before.

Supv Kassel asked: Doesn’t the list only go back so far?

Mr. Feliciano responded: Yes.

Supv Farnsworth stated: It goes back to the beginning of the year. This is what you submitted and I cleaned it up for display purposes.

Supv Kassel stated: The report is only from July 2nd.

Mr. Feliciano stated: The Palm trimming just happened and the report was already sent.

Mr. Miguez stated: The Palm trees happened and they have also cleared all of the streetlights and it looks good.

Supv Farnsworth stated: Things like that should be on here, not in this portion, but on the report so we know you did something good.

Mr. Feliciano stated: It is not on there because it is part of the contract.

Supv Farnsworth stated: It does not matter; if you did it that is part of what you accomplished. It is something for us to see what you have been doing.

Mr. Feliciano stated: Okay.

Supv Berube stated: We have a sod contract in the package this month for approval.

Ms. Scarpone stated: I do not think it is in the package. We finished it up this week and are going to get it to Servello. There was discussion last month and you approved the proposal. The discussion was to not start work until October 1st. I think there was indication that it would be signed after October 1st. I think it can be executed, but the work will start until October 1st and Servello will send their first invoice ahead of the work October 1st. To deal with the start and end time we usually put in the contract I drafted it such that the District Manager and Servello, closer to when they are going to start the work, can agree in writing on what that schedule will be for the liquidated damages portion and it will be added as an addendum to the contract.

Supv Berube stated: What you are saying is the contract we already agreed on is going to have an addendum for start and finish dates; and though we are signing it now, it is going to start after October 1st, per the agreement as stated in the contract.

Ms. Scarpone stated: Correct.

Supv Berube stated: I have a draft copy.

Ms. Scarpone stated: I have not yet sent it to Servello.

Supv Berube stated: They will sign it first and then it will come over for signature. This is for approval by the Board for signature at this time.

Ms. Scarpone stated: I just wanted to make sure you understood it would be signed now, but they would work together on the schedule.

Supv Kassel stated: I thought we approved the contract last month.

Ms. Scarpone stated: You approved the proposal and we drafted it into our normal contract.

Mr. Koncar stated: You are authorizing the Chairman to execute it.

Supv Bokunic stated: We do not have to take any action.

Ms. Scarpone stated: It was for our purposes and giving you an update.

Supv Berube stated: It is going to get signed now and there is a change to it, which requires a start and finish date, agreed on by the District Manager and Servello on when it gets started after October 1st.

SIXTH ORDER OF BUSINESS

Developer's Report

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

Supv Berube stated: There is no developer here. You [referring to *Supv Kassel*] mentioned you were going to have a meeting with him last month.

Supv Kassel stated: I had a discussion with the developer on August 1st. They are willing to give us the BL-1 parcel. It is the parcel in front of Buck Lake. They are not apparently looking to develop the other land. They are not willing to give us any money toward the CDD fees; they said they would just walk and not give us the land. At least, that is what I was told. I do not believe there is any need to wait if we want to contact them and let them know we are okay with that. I do not think they were waiting for anything else.

Supv Berube asked: How can we be okay with that?

Supv Kassel responded: I am saying from their perspective.

Supv Walls stated: Clearly, the feasibility of developing it is probably close to zero the way they laid it out. To me there is not a lot of benefit to us taking it. We would have to do a restructuring of the CDD assessments; I do not know why we would want to do that if we could just have the land sit there like it has been.

Supv Berube stated: Which brings us to the point that they are paying. You said BL-1, but I thought it was all encompassing for the whole parcel, VC-1, which includes the parking lot, the area down to the lake, the bigger piece. BL-1 is just the little spot where they were going to put the houses.

Supv Kassel stated: No, it is the whole parcel.

Supv Berube stated: This goes to Counsel and InfraMark. You heard the same thing from the developer as what heard and that is if we do not want to take it and let them walk away from it, they are going to walk

away. It brings up the interesting concept of it is \$52,000 per year in CDD fees due on it. Normally, if they walk away it would go to a tax sale to collect the money. Who in their right mind is going to buy that land that is pretty much landlocked and absorb a \$52,000 per year CDD debt that is going to hold for the next 14 years. Does anybody buy land like that?

Supv Walls responded: All the time.

Ms. Scarpone stated: You did not take it now, they still have it, but they are not going to pay their CDD fees because it is all with the tax collector and it would be put it for tax certificate sale. The first part is just the tax certificate so that would be the amount they owe next year. Once it is delinquent, on April 1st, next year, you have the tax certificate sale in June. At that point an investor can come in and not buy the land, they just pay off the taxes that are due and they own that much of a lien on the property. Usually how that works is someone cannot force it to a tax deed sale where someone would foreclose on the property and sale it; they would have to hold the certificates for two more years. If no buys the certificate, the certificate is struck to the County as if the County owns it.

Supv Berube stated: Year one it goes to the tax certificate sale; someone buys the rights to the land for whatever the tax bill is.

Supv Walls stated: They pay the tax deed and have a lien.

Supv Berube asked: Would we collect our money for that year? Or, they have to pay for two years?

Supv Walls responded: Assuming someone bought the tax certificate we would collect the money. If nobody buys the tax certificate, it gets struck to the County and at that point it is a County owned certificate and it just sits there. If a private party bought the tax certificate, two years from then they would have the ability to file for a tax sale to get their money back. It would go to auction, it would be auctioned off, if somebody buys it they will get their money back; if nobody bid on the property the tax certificate holder who filed for the tax sale would get the property.

Supv Berube asked: What happens to the ongoing CDD debt on the land?

Supv Walls responded: The owner becomes the liable party.

Supv Berube stated: That is year one and the tax certificate is valid for two years. In year two the same process takes place.

Supv Walls stated: Somebody else could buy it or the holder could buy it again.

Supv Berube stated: You try to protect your interest at the auction, but in the meantime, if nobody buys it we are hung with the land with no income from the land.

Supv Walls stated: Which we would be hung with anyway if we took the land.

Supv Farnsworth asked: Why are you saying hung?

Supv Berube responded: Because we do not get any money. We need the money to pay down the debt. The land does not do us any good; we have to protect the money.

Supv Walls stated: The tax sale is the way you do it.

Ms. Scarpone stated: To clarify, if somebody buys a certificate, they have to wait at least two years before they go to a tax deed sale. In year two, the same thing happens and a tax certificate would be sold for that year's taxes and on and on. Actually, each tax certificate is good for seven years. You can apply after two, but you have the option to wait a full seven on each certificate. If it goes to tax certificate sale and no private individual or investor comes in to buy it; the County has it. The County has to apply after some certain time on

properties on which it holds certificates, if they land is over a certain amount, which this is. If nobody comes, at that point, to the tax deed sale to buy it, it gets struck to what is called the land available for taxes.

Supv Berube stated: This is the second time we have heard the story of I want out and do not want to pay the CDD fees and taxes.

Supv Farnsworth asked: If they walked away from it and no one bought the tax certificate, does it automatically go to the County and does the County pay the taxes or do they just sit there?

Ms. Scarpone responded: The County does not pay.

Supv Kassel stated: If we take the land, we are out the money.

Supv Farnsworth stated: It seems like a no brainer to go ahead and take it.

Ms. Scarpone stated: If it is struck to the County or someone buys it then there is also interest that starts accruing on it; so somebody down the road that wants to come in to buy it will also have to pay the accrued interest and tax collector costs.

An unidentified speaker asked: What is the current zoning on the property?

Supv Kassel responded: Mixed-use residential, I believe.

The unidentified speaker asked: If the County took possession of it would they rezone it?

Supv Berube responded: The owner would have to apply to rezone it. The County would not rezone it without a request. Most on this Board would like to see a community center there.

The unidentified speaker stated: As a resident who lives there now and as the entrance to The Estates, I do not think the neighborhood would appreciate a community center with the parking and all the public comings and goings in our nice quiet neighborhood.

Supv Bokunic stated: The parking is already right there.

Supv Berube stated: There is a lot more to go before we even think about it.

Supv Kassel stated: We do not even know if it is possible. We have heard from many residents in the area who would much prefer a community center to houses or some kind of commercial entity.

Supv Berube stated: The first thing we have to figure out is what the status is of this land. We need finality from the developer for that. I thought he was going to be here tonight, but he had people in from New York. I heard the thing Supervisor Kassel heard from him. This developer is very anti-CDD fee and anti-tax and is why they handed us a bunch of land earlier this year. They were paying taxes on it, but it was not debted land. There is this parcel and a couple of other that they own which have CDD fees as well. I know they are looking at them to see how they can get out from under the CDD fees.

Supv Kassel stated: The parcel that was supposed to be a swimming pool according to previous developer promotional materials, does not have CDD fees on it, however, Fusilier has bought the property. Once it is platted, can we then put CDD debt on it? Or, if they do not now have CDD debt are they forever exempt from CDD debt?

Ms. Scarpone responded: I would have to look it to it. It seems there should be some kind of mechanism, but I do not know what it might entail in amending the assessment methodology.

Ms. Suit stated: You have to do a "true-up" on the land.

Supv Berube stated: The same thing happens here if we take any of this land. If any of the CDD fees coming in disappear, it is going to put assessments over the top.

Ms. Scarpone stated: I know we were talking about this before with the potential of the land swap. In speaking with Ms. Moore at InfraMark, the debt, right now is to certain parcels and you cannot necessarily take it from here and put it somewhere else. Even if you could, if you did find a way to pay down, absorb or cover the debt it would be spreading it back to existing homeowners. It raises a lot of problems, even if you could do that would that bring it up over the max per parcel.

Supv Berube stated: It is \$2,300.

Supv Walls stated: The reason they are not building on that land is because it is not feasible. They are not going to make money.

Ms. Scarpone stated: They do not want to pay the extra money to pay it down to the limit. I think even at the limit it is not marketable to have homes with that much debt on them.

Supv Walls stated: If they cannot make money on it today in this market, they are not making money on it ever. If you just let it be; it does not matter who ends up owning it, they are not going to be able to do anything with it. It is going to end up sitting there as open space as it is now. It has been great as open space and I do not know why you would want to go through the hassle of reworking the assessment methodology spreading out the debt, if you can even do that. I do not know why you want to go down that road; what is going to happen is it is going to sit as vacant land.

Supv Berube stated: If he walks away and nobody buys it, we spread the debt on that land to existing owners anyway.

Supv Walls stated: It is a lien on the property until something happens with it.

Supv Kassel stated: We are just kicking the can down the road.

Supv Walls stated: It could be 15 or 20 years down the road.

Ms. Scarpone stated: I guess what the Chairman is saying is for the time being while it is sitting; if who owns it does not pay and nobody comes in to buy a certificate and pays, you are essentially having to eat that cost in your yearly budget because that assessment is not coming in. You will have to shift things and figure out how to cover it.

Supv Kassel stated: There is also maintenance of the parcel itself. We do not own the parcel yet it is going to have to be maintained by somebody and there are going to be costs incurred in maintaining it.

Supv Berube stated: InfraMark, if you would, if we absorb parcel VC-1 how does it affect our debt limit? I think we are at \$2,297. Secondly, is the parcel across from the school.

Supv Kassel stated: It is GR-1 or something like that.

Supv Berube asked: If we were to take that for some reason, can debt be shifted onto that acreage. I tend to think the answer is no and I think the other answer is we will exceed the debt limit if we absorb this land. I think we are going to be caught between a rock and a hard place.

Ms. Suit asked: You are wanting to see if you shift debt from VC-1 to GR-1?

Supv Berube stated: Can any existing debt be shifted if the CDD absorbed the purchase of the parcel at Dark Sky and Schoolhouse, can we shift some debt to that land.

Supv Kassel stated: That is not the question. The question is, Mr. Fusilier's real estate concern owns that land now and they would like to develop it into houses. Currently, I believe the land does not have any CDD debt on it; can CDD debt be apportioned to that land if houses get developed.

Ms. Suit responded: No.

Mr. Koncar stated: Not unless it was in the original development in the original methodology.

Ms. Kassel stated: Whoever gets to move in their gets a break on their assessments.

Mr. van der Snel asked: Not even Operations and Maintenance.

Supv Kassel stated: No, they would probably have Operations and Maintenance.

Mr. Koncar stated: No, because it is not part of the District.

Supv Berube stated: They would get nothing from the District.

Supv Walls stated: I think it is part of the District; it is within the District boundaries.

Supv Kassel stated: It is part of the District, but there is no debt.

Mr. Koncar stated: There is debt on it; it is just not associated with development. They are paying something on it.

Supv Walls stated: I would think it is treated like the golf course. It is owned by a private entity, but within the boundaries of the District.

Supv Berube stated: Instead of speculating, let us find out if there is debt of any kind assigned to the parcel. Can debt be assigned retroactively? I think we already know the answer is no and if the CDD were to acquire the land can debt be shifted to it as a result of the CDD acquiring it? Then, if we take this overall parcel here, which I think is VC-1, and add those acres to our holdings; how does that \$52,000 per year affect our overall debt per acre number?

An unidentified speaker asked: Is there any way we can change the land usage to agricultural, plant trees on it and lower the tax liability?

Supv Berube responded: Once somebody owns it, I guess.

Supv Bokunic stated: She is thinking taxes are the same as CDD debt.

The unidentified speaker stated: I am not confusing them.

Supv Berube stated: No, she just wants to put agricultural on there so it will never be developed. We have to find out the ownership question first. The developer is not very quick to let us know his plans. This has been shuffling back and forth for six months.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Engineer

[*There being no submitted report, an open discussion was initiated.*]

Supv Kassel asked: Do we have a report on the roadway? Would that be the engineer or the Field Manager?

Supv Berube responded: Both. I spoke with the District Engineer today and the first step is he looked over Plat J for the developer and saw the final outcome. He is fine with accepting Plat J with the changes. District Counsel has looked at it and I think they are looking for approval for me to sign Plat J so it can be recorded with the County.

Ms. Scarpone stated: This was approved before. The change is they realized there is no place for mailboxes so they carved out a small piece for mailboxes.

Supv Farnsworth asked: Is that like the mailboxes in?

Supv Berube responded: Yes, it will be the gang mailboxes.

Supv Farnsworth stated: I do not like that.

On MOTION by *Supv Walls*, seconded by *Supv Farnsworth*, with all in favor, authorizing the Chairman to execute Plat J, as amended, was approved.

Supv Berube stated: For the road, we had a meeting. It was myself, the Field Manager, the District Manager, Jr Davis, and the District Engineer, because there were some concerns with the way the road came out. The contract called for a crown with a 1% runoff. As anticipated, it proved impossible to do so they graded the road and put some of it running off to the left, some to the right, some of it was flat, some had a depression in the center. We had a meeting and expressed our concerns with the JR Davis folks who then came back to do some remedial action which consisted of regrading it to hopefully eliminate the low point in the middle and provide grading so it runs off in one direction or the other. The District Engineer was fine with the remedial work done by Jr Davis and said it was not perfect, per the contract, but he is okay with the end result.

Supv Kassel asked: Was that done today?

Supv Berube responded: No, it was done within a day or two of the meeting; that was two weeks ago.

Supv Kassel stated: There is already degradation.

Supv Berube stated: It is slanted left or right depending on where you look at it. I was not happy with the total outcome, but the District Engineer is saying it meets his approval. What it comes down to is what we anticipated prior to this; which is, we will be doing some maintenance on this road to keep it looking good. We will have a machine in a month or so to be able to do that. It will be hard to keep it perfectly flat, but as long as you stay ahead of it to prevent the big potholes from developing and the puddles from getting in, it will have a reasonably good life span. The important thing is the road is now 12 feet wide, it has four to six-inches of additional base, it is finished all the way to the end; we did get some benefit out of it.

Ms. Suit stated: It is another month and half before you can start doing repairs. Is that too long?

Supv Berube responded: It should be okay.

Supv Kassel asked: What is a month and half? Is that when the tractor arrives?

Supv Berube responded: Yes, if we approve it.

B. Attorney

i. Memo re: Sales Tax on Fees for Rental Spaces/Plots in District-Owned Parking and Garden Facilities

Ms. Scarpone stated: We did further research on whether the rental fees paid by those renting spaces in the parking and garden facilities should have sales tax. We found out, surprisingly, yes they do. Under the rental of a parcel or space of real property, what determines whether it is taxable is who is renting it. Here private individuals are renting those so the tax would be applicable. At the beginning of the meeting I did verify the garden does not qualify as agricultural; that is for commercial agriculture. While the District has to collect the tax with the rent it is fine to have a contracted agent do so.

Supv Berube stated: As of today, the garden is about 60% full. The HROA Manager has been informed the expenses from the garden cannot exceed the income from the garden. The parking lot is a whole different thing.

Supv Kassel asked: Why is that? Why is the parking lot different from the garden in terms of expenses?

Supv Berube responded: It is a user supported facility, unless you want to blend the two of them together.

Supv Kassel asked: How are they different? Both share a similar fact, which is not everybody in the CDD can use them at the same time. So why would they be different?

Supv Berube responded: Different users; I do not know. We have broken them out so far, but it does not have to be that way.

Supv Farnsworth asked: How are they being treated differently? The cost to rent the sections are different.

Supv Berube responded: The garden brings in 'x' amount of income and the gardens expenses cannot exceed that amount.

Supv Farnsworth asked: Where does it say that compared to the parking area?

Supv Berube responded: The parking area is the same way.

Supv Farnsworth stated: So they are not different.

Supv Berube stated: They are but only for budgetary reasons.

Supv Kassel stated: It does not seem like they are any different from each other.

Supv Berube stated: You can combine both.

Supv Walls stated: I do not know what we are talking about.

Ms. Scarpone stated: Each has its own budget. For tax purposes, they are not treated differently.

Supv Berube stated: I am bringing you up to date as to where they are. The parking area is 100% full in the large lots, 100% full in medium lots and 85% full on the small lots. It is very popular and has five people waiting for large lots. We are going to look at reconfiguring it because currently there are nine spots that cannot be used because of the way it is configured.

ii. Davey Litigation Update: Agreed Order Transferring Case to Osceola Court

Ms. Scarpone stated: We included in the agenda the order that was issued this month. Finally, after going back-and-forth with Counsel for Davey, they agreed it should have been filed here and we did not have to take our motion to dismiss for improper venue to a hearing. They agreed to entering this order whereby it will be transferred to Osceola and Davey has to pay the cost of doing that. I have not received anything showing it has been done; I should get something notifying me through the Court once it is filed in Osceola County. I am sure they will do it within 30 days, as they say there, but if they did not would could get the case dismissed. Once it is filed we will have 20-days to file our answer to it. Depending on when it is actually transferred and that triggered, we may have to do that before the next meeting. We will keep in touch with Supervisor Walls to get that filed.

iii. Memo re: District Website Requirements for ADA Website Compliance

Ms. Scarpone stated: For the ADA compliance discussion we were asked to look at what the minimum information by Statute that must be on a District website. This is the list of the minimum that must be on your website. That comes back to the ADA compliance issue. We wanted to give you an update on that and we are bringing it back before you because I believe at the last meeting there was a vote to go ahead and go forward with the \$200 "ADA Site Compliance" who was going to do an analysis of the website, a report, and a seal to be placed on the website. As we found out more information from the vendor about what that truly entailed, we felt it was not beneficial to the District. You can go on their website and buy the seal for \$79 and not do anything else.

Supv Farnsworth stated: It is a cookie cutter form that they substitute in the name of the CDD. These five CDD's – Celebration, Enterprise, Overoaks, Xentury City, and Harmony West – have all bought into this. They now display this trademark logo with the name of the company, "ADA Site Compliance". Four of the five are managed by Mr. Gary Moyer and InfraMark. Do you know if any of the four have benefitted in anyway so far as the knowledge of what they need to put on their site?

Ms. Suit stated: I have six other District's that went with "ADA Site Compliance" and I can tell you I sent them the executed agreement and within a matter of minutes I got back the audit report for all seven of them at once.

Supv Berube stated: They all look the same.

Ms. Suit stated: There was a pie chart at the time and they were slightly different. The problem is the audit is written in computer coding language. If you were a computer programmer, you could do the 30% of your site that they have given you of what could be wrong with your site. The next level they have is the human audit which they only guarantee 70% to 80%, but again the audit report it provides you is not something most people could understand. Then you would have to pay them to make those changes and you are still left with 20% to 30% that could be out of compliance. Supervisor Kassel asked me to look into a widget, User Way, which is a free site used by the Osceola School District. I checked with some other District Managers and we do have a district that used it. It did not fix all the problems, but neither does the other one.

Supv Berube stated: Counsel, based on further investigation after our vote last month to buy this seal, put a hold on this, and is what she is telling you, because as she said, this appears to be a scam. I think we need to rescind the vote.

On MOTION by <i>Supv Kassel</i> , seconded by <i>Supv Bokunic</i> , with all in favor, to rescind the contract with ADA Site Compliance was approved.

Supv Berube stated: Based on our conversation today, I think, your recommendation was to let you do further investigation of the bigger picture to see where we need to go and you will come back with a more detailed report and a recommended course of action.

Ms. Scarpone stated: At this point I do not know that we can say what is the better or best alternative right now; we just know we felt very strongly that this company and what was presented to you last month did not ferret out to be what it was represented to be. We feel very strongly that it was correct not to go forward and do it. I would like to have some leeway to look into it further as to what alternatives, specifically Mr. Qualls and I know of another vendor who has been redoing websites for another client of ours that we saw at a conference this week. I would like to follow-up with them because they have been redoing websites and are bringing them up to ADA compliance, and have some knowledge of what it is. I would like to move forward to have some conversations with them about what they would suggest and what they could do if actions needed to be taken and at what cost to try to get some comparison. Even just for comparison of this site because it started to sound fishy. I started looking to see if there were any reviews, were there any companies that said we used this and it is great. There was nothing for this company and through a search I found a different company that does ADA compliance. I sent it to Ms. Suit, who reached out to them, but has not received anything back. For comparison, the other company I found had lots of reviews and feedback from companies that said they were so great and they helped us.

Supv Farnsworth asked: Were any of the entities that said they had been helped CDD's?

Ms. Scarpone responded: No, they were private companies.

Supv Walls stated: Just to put this in perspective, because we could spend hours on this; there are large governments in the area, that I know of, who are struggling to figure out what to do with this. I suggest we not put a lot of time into it right now. Do our research, we are not going to figure it out tonight; we will figure something out down the road.

Ms. Suit stated: As part of that going forward, our recording department is taking a class that teaches them how to make all of our documents going forward ADA compliant. It will be a matter of going back to the documents that are currently on the website and how that is going to be addressed.

Supv Berube stated: What you are looking for is the okay to move forward with getting more information and better information from the vendor. I think everybody is saying yes, bring us back that information.

iv. Website Compliance Checklist

Supv Farnsworth stated: What I am showing is what the bottom of our web page looked like last month before all of this came up. This is what it looks like now, we have that logo and this is the statement that is there under the logo, which is mostly a regurgitation of what Osceola County has on their website.

Supv Berube asked: Where did that come from?

Supv Farnsworth responded: It came from me grabbing Osceola County's website posting and putting it there.

Ms. Scarpone stated: We reviewed it and there is nothing objectionable; it can only help at this point.

Supv Berube stated: Bring us whatever you come up with in the next couple of months.

v. Parking & Garden Facilities Road Resurfacing Contract Update

Ms. Scarpone stated: This all kind of goes together with previous discussions [*Item 6.B.i.*].

Ms. Scarpone stated: The parking and garden contract with the HROA is 99.9% finished. The Association contractor, I believe, has given the okay. I had some issues getting it to the Chairman through email. The HROA attorney had agreed, through discussions, to the changes, and she was doing one last review to make sure she can give it a thumbs-up.

vi. Memo re: Rescission of Basketball Court Resurfacing Contract

Supv Farnsworth stated: I put this in there since you had distributed the memo.

Ms. Scarpone stated: I did not see that *Sport Surfaces* was on there. Since the last meeting, we sent this letter, and you received it by email. This is the letter we sent following the last meeting telling Sport Surfaces about the misunderstanding about what the contract required, and for that reason, the contract needed to be rescinded; meaning everybody goes back to the same position and asked them to send back the deposit payment.

Supv Farnsworth asked: Did they?

Ms. Scarpone responded: They did.

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)**

Mr. van der Snel asked: Do you have any questions or concerns on my reports?

Supv Farnsworth stated: It bothers me when these items show up and nothing is stated in the treatments. If you are going to declare something bad enough to be rated as an L-3 concern, there should be some comment about it.

Mr. van der Snel stated: The only thing I explain when there is an L-3 and severe rainfall we cannot do anything about it because everything we spray on it will be washed away.

Supv Kassel stated: Then say that.

Supv Farnsworth stated: I flagged these two because there was no comment about the Hydrilla disappearing.

Mr. van der Snel stated: It is going to be mentioned in the carp discussion.

Supv Berube asked: Did we not change that to something else?

Mr. van der Snel responded: It is going to be baby spears. What is in the new ponds has been found as baby spears.

v. Proposals

{ Agenda order rearranged for discussion convenience. }

c. Estimate for Carp [Triploid Grass Carp] - \$1,700

Mr. van der Snel stated: The specialist, Mr. Eric Mueth, assessed the situation and said it is not actually Hydrilla; it is baby spears.

Supv Kassel asked: Do the carp eat this?

Mr. van der Snel responded: Yes. He said the carp eat pretty much everything in the pond that is plant material. This estimate is for four ponds in East Five Oaks.

Supv Berube stated: These are sterile grass carp, correct?

Mr. van der Snel responded: Correct.

Supv Berube asked: If they are sterile why do we need to trap them into these ponds? I understand they want to limit them getting out so they do not reproduce, but if they are sterile fish why do we need to trap them?

Supv Kassel responded: You want them to stay in the pond so they eat the vegetation.

Supv Walls stated: They may eat the vegetation in other bodies of water that you may not want them to eat.

Supv Berube stated: It is not the reproduction.

Mr. van der Snel stated: If you are paying for carp you do not want them to move somewhere else.

Supv Farnsworth asked: Are these four ponds the only ones that are critical?

Mr. van der Snel responded: Yes, those are the ponds on East Five Oaks.

Supv Farnsworth stated: There could be more later.

Mr. van der Snel stated: We wanted to give it a start on these ponds.

On MOTION by *Supv Kassel*, seconded by *Supv Farnsworth*, with all in favor, the proposal for carp in the amount of \$1,700 was approved.

a. Sun Tracker Fishing Barge – 20 DLX - \$19,903.28

b. Sun Tracker Party Barge – 20 DLX - \$19,986.78

Supv Berube stated: We had decided to budget for a boat for after October 1st to replace the old 20-foot pontoon boat.

Mr. van der Snel stated: There are three included; two are from Boats.net that we use. To keep it uniform I would advise to keep it in the Sun Tracker area. Unfortunately, the extras such as the radio we cannot take out.

Supv Walls stated: I am trying to see what the difference is.

Supv Berube stated: The fishing barge seems to have fish and bait wells.

Mr. van der Snel stated: The small Sun Tracker has the same thing, we just disconnected it. Price-wise it is pretty much the same, the fishing barge has two seats on the front.

Supv Berube asked: Was there a third from Advanced that was more money?

Mr. van der Snel responded: Advanced is more money. It has different batteries in it.

Supv Farnsworth stated: There are only two in the agenda package.

Supv Kassel stated: There are three.

Supv Berube stated: It did not make it to the agenda. The Advance Marina one was another \$1,000 or so for what is probably not as much boat. These have a 10 plus life warranty on the pontoons. The Advance Marina warranty was 10 plus six on the pontoons.

Supv Walls stated: I did not see much difference between the two.

Supv Farnsworth stated: Before you buy another boat, we were talking sometime back about not having room for anything more.

Supv Walls stated: This is a replacement.

Supv Farnsworth asked: Replacing what boat?

Supv Berube responded: The 20-foot pontoon.

Supv Farnsworth stated: We are retiring one and replacing it. Are we getting anything out of the old one?

Supv Berube responded: We are probably going to dry dock it for a while and maybe refurbish it if it can be done economically.

Supv Kassel asked: And then?

Supv Berube responded: Put it back in the water.

Supv Farnsworth asked: Where are you going to put it back in the water? That is where my question was headed?

Supv Berube responded: We have discussed expanding the docks once the permitting issue gets solved which is apparently pretty close to being fixed. To do the refurb economically it is going to take a little while.

Supv Farnsworth stated: Once the number of slips have been expanded then you have room for more boats, but until then you do not have room.

Supv Berube stated: The other reason to expand the dock is to give safe harbor inside the dock when it is storming.

Supv Farnsworth stated: I have no problem with that, but we seem to be adding boats when we have no place to put them.

Supv Berube stated: It is a swap at this point, one is coming out and one is going in.

On MOTION by *Supv Walls*, seconded by *Supv Farnsworth*, with all in favor, the proposal for the Sun Tracker Fishing Barge – 20 DLX in the amount of \$19,903.28 was approved.

**vi. Consideration of \$.50 Raise per Hour for District Staff
Upon Completion of CPR/First Aid Certification**

Mr. van der Snel stated: All CDD staff are CPR/First-Aid/AED certified.

Supv Berube stated: When we discussed this we talked about how that works with certifications and everything. Typically, when the guys get licensed they get \$1 per hour more, but we thought this was a little less than a license. At the time we had general conversation about giving a \$.50 per hour raise. It was general discussion, but I do not know if we ever approved it. We are asking approval for the raise in recognition of them getting certification.

Supv Farnsworth stated: It is also dependent upon them keeping the certification.

Supv Berube stated: If they lose their certification or lose their license in whatever specialty they are certified in the money comes back.

Supv Kassel asked: What is the cost of this over the course of the year?

Supv Berube responded: 200 hours per week times \$.50 which is \$100 per week.

Supv Kassel stated: \$5,200.

Supv Berube stated: It is in the budget.

Supv Walls stated: Plus, taxes.

On MOTION by *Supv Bokunic*, seconded by *Supv Kassel*, with all in favor, \$.50 per hour raise for District Staff upon completion of CPR/First Aid Certification and maintaining the certification was approved.

Supv Farnsworth asked: Do you want to skip down and talk about items iii. and iv. listed under the District Manager? It is all in the same category.

{ Agenda order rearranged for discussion convenience. }

8.C.iii. Consideration of Annual Raise for Field Manager (Start Date September 2018)

8.C.iv. Consideration of Hourly Raise for Pool Manager (Start Date September 2018)

Ms. Suit stated: The Board had previously approved for annual raises based on start dates for staff. Mr. van der Snel and Shawn are coming up on their four year anniversaries. We looked at the percentage of raises and we felt comfortable that roughly 5% was still within the standard rate of the field staff pay, as well as the fact the Mr. van der Snel does have responsibilities that are above and beyond just the normal field staff.

Supv Farnsworth stated: I made a change in the way it was presented. We only have one salaried position so the pool manager was not annually it is actually hourly.

Supv Berube stated: These two guys do outstanding work. I see what Mr. van der Snel does all day. I think you would agree Shawn is your right hand man.

Supv Farnsworth asked: Is Shawn the pool manager?

Supv Berube responded: Yes. I have no problem with the 5% increase. We are still well within the salary range we posted when we did the Employee Handbook.

Supv Kassel asked: What is the annual cost of those raises?

Supv Berube responded: One will be about \$2,300 and the other will be about \$1,200.

Supv Walls stated: Plus, taxes.

Supv Kassel stated: We are talking about \$10,000 between the \$.50 per hour and these two raises for the Field Manager and Pool Manager.

Supv Berube stated: It is within the budget numbers.

Supv Kassel stated: Yes, but the budget numbers we approved anticipating not these raises, but adding another person.

Supv Berube stated: If I remember right, we also had an additional \$20,000. We will end up \$18,000 under this year and we carried that forward and added additional for another person for half the year.

Supv Walls stated: I have no problem with 5%, but I would say when I look at what happens in other governments, 5% is a lot.

Supv Farnsworth stated: It is on the high side.

Supv Walls stated: Typically, you will see between 2.5% to 3.5% max.

Ms. Suit stated: I agree, but I based it off of what the standard field service managers get paid.

Supv Walls stated: That is fine; that is how I want to couch it in that it may not be the standard every single year.

Supv Berube stated: Exactly right. There is a labor shortage, we have a good group of guys and it is pretty stable right now. They are residents, they do a good job and we do not want to lose them for a couple of points. It is expensive when somebody walks down the road. You pay five or six months of salary for nothing because they are training.

On MOTION by <i>Supv Bokunic</i> , seconded by <i>Supv Kassel</i> , with all in favor, an annual increase of 5% for the Field Manager and Pool Manager was approved.
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{ Out of order discussion complete; return to normal Agenda order. }

[Supplemental Topic Discussion]

Mr. van der Snel stated: I always thought we had a defibrillator at Chappy's Grill and they do not. I tracked it down in a closet and Mr. Fusilier donated it to us because he did not want to pay for the maintenance of it. I would like to suggest we accept the donation and absorb the cost for maintenance.

Supv Farnsworth asked: Is it functional or is there something wrong with it?

Mr. van der Snel responded: It works, but it needs a replenishment of pads and a battery, which comes to a total of \$354.

Supv Kassel asked: How much is a new unit?

Mr. van der Snel responded: About \$1,800.

Supv Berube stated: The pads are good for three years and the battery for four years. You are looking at a three-year cycle of \$354. I think you decided to put it at the main pool area in the restroom. You also have to put up an AED sign showing where it is at.

Mr. van der Snel stated: The box also has an alarm on it that goes off. It has to be at 48-inches for ADA compliance. You can buy seals so it is not easy for a child to open it.

Supv Berube stated: It seems like a wise investment since we are getting the unit donated.

Mr. van der Snel stated: I am still working on the basketball court. It is very hard to get contractors on board. I have one contractor who was going to give us a quote and he advised us to asphalt it first to make it the required one-degree slope. Then put the new layer [surface] on. He is going to give me a quote.

Supv Farnsworth asked: If you asphalt it do all the existing expansion joints get filled in?

Mr. van der Snel responded: Probably. I am waiting on the quote.

Supv Farnsworth asked: If you fill the expansion joints in will the court end up cracking like the roads?

Supv Berube responded: What will happen is before asphaltting they will put the tack coat on that will fill the joints, but it will not be hard so it will still be able to move.

Supv Farnsworth stated: The asphalt will have to expand and contract so it still could crack on top.

Supv Berube stated: It will crack just like the roads.

Mr. van der Snel stated: A resurfacing can be done after a certain amount of years. If you look at it right now with all the rain, there is no way you can put a regular resurfacing on it and get a warranty. I am waiting on the quote and it will be in the September package.

Supv Farnsworth stated: For the resurfacing.

Mr. van der Snel stated: For the resurfacing of the basketball court.

Supv Berube stated: It will be asphalt coated and painted.

Supv Farnsworth stated: Both.

Mr. van der Snel stated: It will be asphalted as a base and the resurfacing layer will be over it.

Supv Farnsworth asked: One company does this?

Mr. van der Snel responded: Yes.

EIGHTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for July 31, 2018

Ms. Suit stated: Your year to date budget as of July 31 was \$1,652,815 and your year to date actuals were \$1,448,532 putting you under budget \$204,283.

Supv Kassel stated: We generally do not approve the financials and do not want to skip over the question after we approve the check run. On the memorandum, agenda page 132, it is with regard to what line item we are putting the Butterfly Drive trees to. Right now we have it in Trees and Trimming rather than as a Capital Outlay. I am wondering why and if should really go in the Trees and Trimming budget as Butterfly Drive trees of \$18,900 or whether it should go in Capital Outlay?

Supv Berube responded: We did not have any Capital Outlay to charge it to.

Supv Kassel stated: I know, but we also did not have any Capital Outlay to purchase the vehicles or trailer. Just because we have \$5 in the construction fund does not mean we do not assign it to a Capital Outlay line item.

Supv Walls stated: You can end up having a line item as negative if you want to track it. Either way, in this instance, I would know I am spending money on trees.

Ms. Suit stated: I think we discussed this and there was a reason we put it in there.

Supv Berube stated: We put there on purpose.

Ms. Suit stated: We put it there so you could track it from the Trees and Trimming.

Supv Kassel stated: That is my quandary with it; it was a Capital Outlay not an ongoing expense. The Butterfly Drive trees were for the park and it was a Capital Outlay expense; we did not have enough in the construction fund to pay for it. It skews how much we are paying for trees when you look at it next budget year.

Supv Berube stated: We discussed it when we did the FY 2019 budget; we said we have to take this out and this out because it was in the narrative so when we did FY 2019 we knew what the real numbers were for trees and trimming excluding the one-time expenses. I understand you want to be able to track it.

Supv Kassel stated: It is not that big of a deal. I wanted to bring it up because I thought it could mislead us in the future.

B. Approval of: #220 Invoices, Check Register and Debit Purchases

On MOTION by *Supv Kassel*, seconded by *Supv Walls*, with all in favor, the Invoice Approval #220, Check Register and Debit Purchases, were approved.

C. Discussion of District Manager Special Topics

i. Lapel Microphones

Supv Berube stated: The District Manager put three sets of lapel microphones in the package, which were requested last month by a resident who said he could not hear. Interestingly enough all three are available on Amazon about the same price.

Supv Kassel asked: As they appear in the agenda?

Supv Berube responded: Exactly as they appear here. The Pyle Pro, when you read reviews on Amazon, people said “do not buy it”. The U-81, Nady Octavo, 8-channel -- same thing, terrible reviews. That leaves the VocoPro at \$463.99. Based on people’s experience, we should buy the VocoPro if we are going to buy lapel microphones.

Supv Farnsworth asked: What is included in the package?

Supv Berube responded: Everything you see there.

Ms. Suit stated: If you look at the bottom it says [tells you] what is in the box.

Supv Berube stated: What it will require is the big box in the middle will need to be set up on the stand.

Supv Farnsworth stated: There is no speaker system associated with this; it has to be mated with something else.

Supv Berube stated: Yes. We will still need their speaker system unless we buy our own.

Ms. Suit stated: I had Mr. van der Snel take a picture of the system and send it to my project coordinator who is a little more tech savvy than I am and he was able to make sure they would be compatible.

Supv Berube stated: It is a sound generating machine, but the sound has to come out of one of those [pointing to speaker system].

Supv Kassel stated: Something I discussed with Mr. Jerman, and that is the possibility of our meeting at The Lakes recreation center. He is in control of that Board and maybe willing to approve for a small fee our meeting there. I am throwing it out to you as a possibility for the future.

Supv Farnsworth asked: Do they have a speaker system?

Supv Berube responded: No.

Supv Kassel stated: If we are paying \$350 a night for here.

Supv Farnsworth stated: I am not objecting.

Supv Walls stated: From a practical standpoint of using these things, if they are on the whole time and you are sitting here moving around people are going to hear that. I do not know if they have an on/off quick switch.

Supv Berube stated: They do. They all have two choices.

Supv Walls stated: You will have to remember to turn it off and on.

Supv Kassel stated: It is just practice; that is all.

Supv Berube stated: They have either the lapel or the earpiece that comes around to the front, each has a channel and they all say they have a quick on/off for muting. It is going to take some getting used to.

Ms. Suit stated: It did bring up another issue, which Ms. Scarpone actually recognized about the need for them.

Ms. Scarpone stated: I was reading the minutes and when I first saw that request it struck me as possibly being an ADA request for accommodations for effective communications and I immediately said this is probably a good idea.

On MOTION by *Supv Kassel* seconded by *Supv Bokunic*, with all in favor, the purchase of VocoPro lapel microphones in the amount of \$463.99 was approved.

[Supplemental Topic]

Supv Kassel stated: Just for the future, and it may be a long way from being built, but we may have access to a meeting place off of Old Melbourne Highway, still in the Harmony PD.

Supv Bokunic asked: The big concern would be the \$350 we are paying here?

Supv Berube responded: Right now we are not.

Supv Farnsworth stated: We are supposed to be.

Supv Berube stated: I suspect the bills went to the same place our CDD.org email goes to; a big black hole.

ii. OUC Buyout Info for Phase C-2, Phase G, and Phase 3 Roadway

Supv Berube stated: Before you go down that road, I have a question for Supervisor Farnsworth. I suppose you saw the chart OUC supplied which is part of the package. It does not jive with your buyout charts.

Supv Farnsworth stated: This has been revised. Last month, the total investment was listed as \$8,220, and again this month. Both months are consistent, so they are now stable. When you look at the total I had, it looks like Loan #2 is gone, someplace. If you subtract that out, it comes out to \$8,223; which is within \$3 of what their number is. We had been carrying four open loans and from what you showed, there is only three. It appears Loan #2, which was Phase 1A, may have been paid off either when Phase 1 was paid off, and I did not know it, or it got paid off in the payment fiasco of last year. I do not know when it disappeared. It appears they do not have a record of it being active any longer, so there are only three loans outstanding according to what we are showing; and our numbers do agree, if you drop that loan out.

Supv Berube stated: This chart with Mr. Seabrook's payouts does not jive with your July 2019 payouts on this chart.

Supv Farnsworth stated: The only reason it does not jive, which I have revised if you want to take a look at it.

Supv Berube stated: You are saying this charts numbers are okay.

Supv Farnsworth stated: Yes.

Supv Berube asked: You are okay with this?

Supv Farnsworth responded: Yes. The difference is in the premium percentage that they are charging for these buyouts.

Supv Berube stated: You have done a lot of work with this and I wanted to be sure that your chart jived with theirs.

Supv Farnsworth stated: They do now; before the rates were higher.

Supv Berube stated: I think the District Manager is asking us to approve moving forward with additional buyouts. What do we have left in the budget?

Ms. Suit responded: They have given us money back, too.

Supv Berube stated: It is not free money. We overpaid for months, so we really did not get a lot of money back. What is our line item for streetlight buyouts / buy-downs for this year; \$287,000?

Supv Farnsworth asked: That is all we have?

Supv Kassel responded: We already paid one down.

Supv Farnsworth asked: Paid one down this year?

Supv Berube responded: Yes.

Supv Farnsworth stated: One of those that was supposed to be bought last year, but got bought this year.

Supv Berube stated: I think so.

Ms. Suit responded: Your budget this year for Capital Outlay Streetlights was \$403,651, you purchased one at \$85,097, so you have roughly \$318,554. You budgeted for 2019 \$386,202.

Supv Berube stated: We will be fine next year. If we do Phase G and Phase C-2 it brings us to \$353,800. Do we want to exceed the budget or do we want to pay off one this year?

Supv Kassel stated: That is July; we have to use September numbers based on the email.

Ms. Suit stated: The buyouts do take some time; it is concerning when they say September. We may get them to lock in the numbers if we work with the, but it might not happen until later.

Supv Walls stated: Do one and then two more next year.

Supv Kassel stated: We can afford to do; with the money we have.

Supv Berube asked: What do we have?

Ms. Suit responded: \$318,000.

Supv Farnsworth stated: It does not make any sense not to what we have labeled as #4 and #8, which is Cypress and Green. That leaves the largest one.

Supv Berube stated: We will exceed the budget if we do that. If we do Phase 3 Roadway this year it is \$232,000 and we have \$318,000.

Supv Walls stated: We can do another when the next fiscal year starts.

Supv Berube stated: Phase C-2 and Phase G, which would be around \$340,000 against a budget that exceeds that next year.

Supv Farnsworth stated: With the decrease it will be about \$321,000 for next year.

<p>On MOTION by <i>Supv Berube</i> seconded by <i>Supv Kassel</i>, with all in favor, to proceed with the OUC buyout of Phase 3 Roadway Streetlight investments at a not to exceed \$235,000 to be completed by fiscal year end 2018 was approved.</p>
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Supv Berube asked: District Manager will you bring back a revised version of this next month. We will probably do the remaining two for fiscal year 2019.

Ms. Suit responded: Yes.

{ Items iii. and iv. were moved up in the Agenda & discussed previously. }

v. Meeting Action Items/Follow-up

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

D. Facilities Usage Applications

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

NINTH ORDER OF BUSINESS

Topical Subject Discussions

[There being none, the next order of business followed.]

TENTH ORDER OF BUSINESS

Supervisors' Requests

Supv Farnsworth stated: I have one item. The reason I am bringing this is up is, it has to do with “Shadow Usage” of boats. What I would like to know is if you keep a record? They scheduled today and it does not end up on the automated report. Do you have a record of it?

Mr. van der Snel responded: No. There are two per month.

Supv Farnsworth stated: I do not care if there is only one or 100.

Supv Berube stated: Your request is to track it.

Supv Farnsworth stated: Yes.

Supv Berube stated: You can do that.

Mr. van der Snel stated: I can add it to the report.

Supv Kassel stated: I also have one item. I handed out to you a copy of the Dog Park rules. I made a few small amendments to them, which I am wondering if the Board would consider. One of them is in number one – deleting “two” and adding “three” off leash areas. These rules were made before “Central Bark” was put in.

Supv Walls asked: Would it make sense to not put any number; saying “consisting of off leash dog areas”.

Supv Berube responded: Or, “dog parks consist of several off leash areas for dogs, handlers”.

Supv Kassel stated: Okay, “several”. I propose deleting the first fenced area is for small dogs and the second for large dogs. What happens is somebody goes to the large park with a small dog. If somebody does not want their large dog with the small dog, they go to the small park. It does not make sense to have it.

Supv Berube asked: Is there a sign there saying about that?

Supv Kassel responded: The sign says this park is intended for small dogs. We can remove the sign. If we have any sign it should be, “please be aware that if your dogs are intimidating other dogs you should remove them”. Number five, I propose deleting “maximum of two dogs per handler”. Partly because some people cannot handle one dog, and some people have four dogs and can handle them just fine. The next is in number ten, children eight years old and under are currently not allowed in the off leash areas at all; I am saying “unless supervised by an adult”. It is unreasonable for somebody to come to the dog park and not have their

child with them if they do not want to leave them in the playground unsupervised. I changed handlers must be “16 years old” to “12 years old” because there are plenty of parents who send their eight-year-old or six-year-old out with the dog and I think it is a little too young to be able to handle a dog in the dog park with other dogs.

Supv Walls stated: These are official rules.

Supv Farnsworth stated: They are not part of our rules.

Supv Berube stated: It is policy.

Ms. Scarpone stated: I am checking; it is different than the official rules.

Supv Farnsworth stated: On the website it is called a dog park guide.

Ms. Scarpone stated: These were in the additional rules.

Supv Berube stated: They are rules so they would have to go through the rulemaking process.

Supv Farnsworth asked: What section of the rules are you in?

Supv Kassel responded: *Seven*.

Supv Berube stated: Why don't you figure out what it out and what is and is not in the rules.

Supv Kassel stated: Ms. Scarpone and I will work together.

Supv Bokunic stated: The only problem I would have is dropping the age from 16 to 12; maybe 15, but not 12.

Supv Walls stated: For number ten you are changing it to eight years old, how about 12 unless supervised by an adult and got rid of the handler.

Supv Kassel stated: In the rules it is already there and I think it says you have to be 16.

Supv Berube stated: If we have to do it as part of the rulemaking process we can set it aside until we get to a rules hearing.

Supv Farnsworth asked: What part of the rules are you in?

Ms. Scarpone responded: Chapter 4, Section 7.

Supv Berube stated: There is one final item to consider. As you probably saw, the HROA put up Christmas lights last year along the entrances along 192. I suspect there is going to be a request for additional Christmas lights, specifically in the Town Square. The CDD owns the trees & facilities in Town Square; the question is, if the HROA decided to expand the Christmas lighting to the Town Square, is this Board okay with it?

Supv Bokunic responded: I am.

Supv Farnsworth asked: Why would we not be?

Supv Berube responded: Because we are the Board and it is our facility.

Supv Kassel stated: The HROA would pay for the lights and we would pay for the electricity. The HROA would be responsible for putting them up and taking them down.

Supv Berube stated: It is done by a contractor who puts them up and takes them down. Everything is LED. It would be the CDD responsibility for the electricity.

On MOTION by *Supv Berube* seconded by *Supv Bokunic*, with all in favor, for the CDD pay electric costs for Christmas lights installed on CDD property by the HROA was approved.

ELEVENTH ORDER OF BUSINESS

Adjournment

[*There being no further business,*]

On MOTION by *Supv Berube*, seconded by *Supv Bokunic*, with all in favor, the meeting was adjourned.

Kristen Suit
Secretary

Steven Berube
Chairman