

DRAFT
MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, November 29, 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
William Bokunic
David Farnsworth
Kerul Kassel
Mike Scarborough

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Kristen Suit
Tim Qualls
Gerhard van der Snel
Scott Feliciano
Jason Miguez
James Whitaker
Residents and Members of the Public

District Manager: InfraMark
District Attorney: Young Qualls, P.A.
District Staff: Field Manager
Servello
Servello
Servello

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

Supv Berube: Is anyone here to speak on the agenda item regarding extending pool hours? Seeing none, we will leave it where it is.

Supv Kassel: I believe there is a donation offer and perhaps we should not make the audience wait until the end of the meeting.

Supv Berube: The gentlemen in the front row was here last night and offered to donate a sailboat to the HROA; which we kindly told you thanks for coming to the meeting, but you are at the wrong organizational meeting. Now you are at the right place.

Mr. James Murray: My wife and I bought a property here about three years ago, but had a sitting tenant and were unable to move in. We moved in a few months ago and just love it. There are so many about living here, I am almost 82 years old and this is going to be the last property we live in. One the many things that appeal to us here is access to the lake, the fishing, the restaurant, everything is perfect. When we actually moved in we were totally devastated to see that the main attraction for us, the little sailboat, is gone now. We have a sailboat that we had in the lake in Kissimmee at our previous home that we would be happy to donate to the community. I have sailing instruction qualifications and if anybody wanted to come to learn to sail I would be happy to give my services to teach people to sail as well. My question to the Board is – is it possible that we could donate our boat and put it in the water?

Supv Berube: The first question to Counsel is are we okay with accepting a boat donation?

Mr. Qualls: I believe so.

Supv Farnsworth: Do you need to put together something?

Supv Berube: We may have a little problem. Do we have room to put a sailboat at the docks currently?

Mr. van der Snel: We do not.

Mr. Murray: It is 15-foot.

Mr. van der Snel: We just do not have the dock space.

Supv Bokunic: What would it take to make dock space?

Mr. van der Snel: We would need more space created to the existing dock, which is pending.

Supv Berube: We have two things going on with that – one is the ongoing resolution of permitting at Buck Lake going on by the current developer. Once that occurs and the permitting issue is settled then we can return to where we were five years with the expansion of the docks. We had planned all of it, there are plans in place, we had allocated money and the permitting fell apart so the expansion of the docks got put on hold. Now, the current developer is working through with the Army Corps of Engineers and all of that towards getting the permitting violations fixed. Once that occurs, should the Board decide we can back up to where we were five years ago and do the expansion of the docks which then gives us room to accept your boat. Timeframe-wise, I cannot tell you that, but I can certainly figure it out. I do not want to needlessly drag you through multiple meetings, but if we can get contact information for you, we can let you know when we need you back, fair enough?

Mr. Murray: Yes.

Supv Kassel: What is at the dock now?

Supv Bokunic: We have a bunch of kayaks that nobody ever uses.

Supv Berube: They are not on the dock space.

Mr. van der Snel: We have one 20-foot boat, two 16-foot boats, and two bass boats at this point and we have already moved the rescue boat to the other side of the boathouse to create access for the Tracker.

Supv Kassel: Do all of the boats get used on a weekly basis?

Mr. van der Snel: Yes. I am sorry I cannot fix it.

Supv Berube: I had a feeling the space might be a problem.

Mr. Murray: It is just that I have this boat and it is doing nothing. I am disabled so I cannot do an awful lot with it.

Supv Kassel: We would love to accept it. We need to be able to find space to be able to put it in the water.

Mr. Murray: I am paying \$60 per month just to keep it in here. I did not really want to sell the boat; I would rather donate it. Is there anywhere I could store it until the Board decides without the cost of having to pay \$60 per month?

Supv Berube: When we had the other sailboat, we did not necessarily dock it; we stored it.

Mr. van der Snel: We had it floating.

Supv Berube: I understand what the gentleman wants to do; he wants to donate us a sailboat and get the \$60 a month off of his back which is reasonable.

Mr. Murray: Plus, the insurance I have to have for it.

Supv Berube: If we could just float it; it is not going to get a lot of use, but we floated one for years; is there something preventing us from floating it?

Mr. van der Snel: No.

Supv Berube: Are we okay with taking on this boat and putting it in floating wet dock position? It is not going to hurt anything it is going to be in the water. We can solve this gentleman's problem with the boat and gives us the impetus to move a little quicker with our dock situation.

Mr. Murray: It is a beautiful lake for sailing; it is perfect.

Supv Berube: Mr. van der Snel is going to give you his business card and you can get with him. Access to the lake has to be done by Old Melbourne Highway. We will get off of your hands, put it in the water and figure out the rest moving forward.

Mr. Murray: I will give you a call in a couple of days and we can meet up.

Ms. Suit: Do you have the information to it transferred?

Mr. van der Snel: Is it registered now?

Mr. Murray: Yes.

Ms. Suit: It needs to be transferred to the District and then from there we can insure it.

Supv Berube: Counsel will draw up some sort of document, bill of sale, donation paperwork or something and we will ask you to sign that saying you donated to the District and then we will take care of legalities and away we go. Thank you very much. Counsel, will you coordinate with the Field Manager as to what we need to do here?

Mr. Qualls: Absolutely.

Supv Kassel: We had some people join us late.

Supv Berube: Would anybody like to speak?

Supv Bokunic: Did you want to speak about the pool?

An unidentified speaker: I spoke with you on the phone about this; about the nighttime swimming maybe 9:00 or 10:00 p.m., depending on the time of the year.

Supv Berube: You are in favor of opening the pools beyond the current sunset closing provision.

An unidentified speaker: Me too, I am his wife.

The unidentified speaker: I bet a lot of people are.

Supv Berube: We are trying to figure that out before we make any rash decisions. You are the only two who showed up tonight to speak in favor and so far nobody has spoken against. This will be an ongoing discussion I am sure; nothing gets settled quickly here; especially when you are changing things. Thank you for coming and thank you for your input.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Oath of Office of Newly Elected Supervisors Via General Election (Michael Scarborough – Seat 2; and Steven Berube – Seat 4)

Ms. Suit: A Notary Public of the State of Florida administered the oath of office to Supv Scarborough and Supv Berube, copies of which are attached hereto and made part of the record.

B. Resolution 2019-02 - Election & Designation of Officers

Supv Farnsworth nominated *Supv Berube* as Chairman, and *Supv Scarborough* seconded the nomination. There being no further nominations, with all in favor, *Supv Berube* was elected Chairman.

Supv Berube nominated *Supv Bokunic* as Vice Chairman and *Supv Kassel* seconded the nomination. There being no further nominations, with all in favor, *Supv Bokunic* was elected Vice Chairman.

On MOTION by *Supv Farnsworth*, seconded by *Supv Kassel*, with all in favor, Resolution 2019-02, designating the slate of officers of the Harmony Community Development District, was adopted.

C. Resolution 2019-03 – Recognizing Mr. Raymond Walls III

Supv Berube: [Read Resolution 2019-03 into the record.]

[Applause]

On MOTION by *Supv Kassel*, seconded by *Supv Scarborough*, with all in favor, Resolution 2019-03, a resolution of the Board of Supervisors of the Harmony Community Development District recognizing the contributions of Raymond Walls III, was adopted.

FOURTH ORDER OF BUSINESS

Approval of the Minutes

A. October 25, 2018 - Regular Monthly Meeting Minutes

Supv Kassel: I sent some corrections to Ms. Slaughter and she said she would get them in the record.

Mr. Qualls: The firm is Young Qualls, P.A.

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, the October 25, 2018 regular meeting minutes were approved, as amended.

FIFTH ORDER OF BUSINESS

Subcontractors Reports

A. Servello

Supv Berube: I will ask the District Manager to give highlights of a meeting that took place this afternoon in the CDD office between CDD staff and Servello staff. There have been a few emails going back and forth over the past few weeks. It reached a fevered pitch this week and I asked the District Manager to step in and bring the parties back closer to the center.

Ms. Suit: We met and I think we all agree there was a breakdown in communication. Servello has said they recognize where the breakdown is on their and they will work on it. We came up with a new game plan as to how things are going to be communicated. From our end, we are going to make sure we are reaching out to them if we are not getting information from them. We will follow-up, but the initial information is going to come from Servello. Everybody hashed out their issues and both sides recognized what the issues were. They are easily addressable from a communication standpoint. The other matters we did not speak to, we just spoke to the issues at hand. I think when we are focused on one project it is not to start going off on the other projects and to stay focused on the one project. If there is an issue with the project, stop, regroup, work on the project and not start with the emails. We have to remember on Mr. van der Snel's staff there is one person doing irrigation and he cannot be in ten places at once and when we start getting off track the whole process, especially for an installation, get off track.

Supv Berube: You are satisfied, too?

Mr. van der Snel: Yes.

Supv Berube: I have a concern in that every month, clearly, people are spending a lot of time on digitizing the work being by Servello. I am sure Servello staff spends a lot of time putting together a report and following up on pictures, punch lists, emails going back and forth and concerns. I know you spend a lot of time with all of this going on and Supervisor Farnsworth has gotten to such a long spreadsheet of problems which seem to surface that I know you are spending a lot of time to keep it all organized and it has now rolled into a drop box. We are trying to cut grass, trim bushes, lift trees, pick the weeds, manage, and install projects here and there. It would be far nicer in the real world if we did not need all of this digitalization and reporting back and forth, if things were just running nicely and there was no tracking needed and spreadsheets, drop box and all of that. I do not know how we get there, but I know there is so much going on and so much email floating back and forth, I do not look at it anymore. I do not even look at the monthly report to tell you the truth because it is just more stuff. From my perspective, I do not know what the other Board members think. There are a lot of pictures, we get it every month, but we do not do a whole lot about it because it is this big troublesome thing.

Supv Kassel: I appreciate the reports. The general spreadsheet is useful and gives us some information; I do not know how we can improve that. The supplemental activity summary has gotten better. For the new punch list tracking report, when we see it in the agenda package, it has already evolved beyond that by the time we come to the meeting. There are a lot of back and forth in terms of the email we receive as CDD Board members, but I think I would rather know what is going on than be left in the dark. Even the reports in the agenda package are somewhat outdated it still gives me a picture of the kind of communication and issues that have been going on so I appreciate it from the perspective.

Supv Scarborough: Would it not simplify the matter, if they have to do the reporting, to use a live document. Everything is cloud-based now anyway; whenever you look, it is real-time so if there is a change it happens in real-time.

Supv Farnsworth: It is almost what the DropBox is if you wanted to use it.

Supv Scarborough: It is still a lot of information, but as far as communication goes, it eliminates email chains and trying to search through.

Supv Farnsworth: Specifically, what kind of record are you talking about, and where is it stored?

Supv Scarborough: Google docs or anything that is live/cloud-based. If they had a comment, question, a change, a problem, or whatever, you could click on it and see it live.

Supv Berube: My point was, I would rather not sit in a meeting every month and have pictures of all the deficiencies up on the screen. We are getting back to where we were with prior landscape companies, where we are beating up the landscaper month after month; there needs to be a better way and I am not sure what it is, but having pictures of deficiencies that roll, drop-off, get added, and him spending time doing it, and these guys spending time looking at it and updating it, this is fixed and that is fixed.

Supv Farnsworth: With or without pictures, you almost have to have a list someplace that the two of them can look at and say this needs to be done, this has been done, he agrees, and you go on to the next item. You need some kind of a list somewhere.

Supv Berube: You are missing my point; we should not have any deficiencies.

Supv Kassel: It is not realistic to believe there are not going to be deficiencies. I want to ask our District Manager what best practices there are in terms of managing this better.

Ms. Suit: I agree that the pictures and things like that are very time consuming. What I have had with the Field Manager's I work with in other districts is you put together an inspection report and you list the deficiencies. They have a timeframe for which to get the deficiencies completed. You give them the report, they have ten days or so to follow-up on the report, they should have addressed the deficiencies and made their comments whether it was addressed or not and why. That report goes back to the Field Manager and into the agenda package. It is an ongoing inspection report so you can see if something did not get done that month; it goes on the next month's inspection report.

Supv Bokunic: That is what we were doing before, correct?

Ms. Suit: The report was not doing an inspection, follow-up, update, comments, and move on to the next inspection report. If there are deficiencies that did not get done, they go on the next inspection report and you would hope the report would get smaller.

Supv Berube: We have the contractor with us tonight. Mr. Feliciano you are listening to this conversation, you are dealing with drop box, reports and everything else, tell us what you think.

Mr. Feliciano: It is time-consuming for me because I am involved, and being Vice President of Operations I am dealing with every aspect of the company. Mr. Miguez is the Account Manager here and I think it is time-consuming for him in some ways because he is a working supervisor. I do like the punch list we have created with other CDD's where stuff is listed and we have a timeframe to do it. You are going to have deficiencies, that is the bottom line, we are dealing with landscaping – plants, shrubs, turf, you are going to have some type of deficiency; nothing is perfect. I think it is no understanding why you are having deficiencies and secondly, the timeframe. I think if it is on here for more than a month it is too long. If I have to come in about it; it is too long. If it is a ton of deficiencies on property I would go back and question my manager as in why is Mr. van der Snel pointing all of this out. It may be something on some of the CDD properties we manage, we actually walk with and inspect the property as a group, the list is created and we give a timeframe for completion and if the two want to get back together to walk it to make sure everything is completed you do that. I think when you are doing pictures, some pictures are okay, but when you are sending pictures of everything single thing it is too time-consuming; it is a waste of Mr. van der Snel's time and a waste of Mr. Miguez time.

Supv Berube: I agree; there is a bunch of time going into making reports of bad looking stuff and maintaining those reports. To go back to your comment about walking, this is a huge property. Walking or drive this place in one shot is not practical.

Mr. Feliciano: You do not have to walk all the areas, your hot topics on this property are your focal point areas and your amenity areas and those are something you should focus on. Some of the areas you do not have to walk and maybe you can discuss those areas. One of the things that needs to happen and I am discussing with all the managers is we need to take more of a proactive approach where if it is grasses and such we should be educating you to say your grass is going to be this high right now and we will be cutting grass here.

Supv Farnsworth: That exact type of information should be in the monthly report we see; it is a fairly simple statement.

Mr. Feliciano: Some of what it is showing with the grass, I guess it was blocked in a certain area, so it should say trimmed back grasses of sidewalk area, will be cutting grass in February, something as simple as that, but we should also be more proactive and give Mr. van der Snel a list of plants and you will be seeing this out of the plant, we are not going to be cutting right now in dormant season and we will cut it and the same with turf. It is just taking a proactive approach to take some of the stuff off, you have to have a punch list, you want some type of tracking method on it, but at the same time, I think sometimes it is too much information.

Supv Berube: Before I forget, next month's meeting is early so whatever reporting we end up with for next month has to be in by the 6th or 7th of December. It is going to be a very short cycle.

Ms. Suit: I think the goal is to have an inspection report not so we are pointing all the deficiencies, the goal is to have the report and fix the deficiencies so when we get to the meeting those items are completed. If the items are not completed that is when it needs to be noted. I think where it gets off track is when we are pointing out all the deficiencies, we if are not making sure all the deficiencies are being taken care we are not serving the purpose of the Board which is to make sure they have a nice community. The main focus is to note the deficiencies, follow-up to make sure they are fixed and if they do not, then they have to answer to the Board.

Mr. Feliciano: I think part of the breakdown is we should be noting this stuff every week, and we complete something it should be noted that week. Where I get frustrated is at the end of the month I get a list of stuff, it has to be noted each week, especially if it has a timeframe on it. I do not mind a timeframe on it because if we cannot do it within that week or it is not the right time to do it then we need to state it right then. When you put something on there and it just stays there until the end of the month.

Ms. Suit: You have to take responsibility to do it. If he puts it on there, you have to follow-up on it and answer for it. I think with the report; he is noting all the things that did not get done in preparation for the meeting and the goal is to make sure all the items on the list get completed.

Mr. Feliciano: I get it at the end of the month and I see all of this.

Supv Berube: You had a meeting today about communication; everybody is involved. We have a short meeting cycle for next month, but if you could put your heads together to figure out how we are going to eliminate all these pictures and recordkeeping, some different way of acknowledging the deficiencies, a deadline date and some way of reporting it quickly so Mr. Migue's can be out there trimming grasses and everything else rather than spending a lot of time writing reports and updating them. If the place looks good, we really do not need a lot of reporting. It is when it starts to look bad that the reporting starts, the pictures get in the role and everything blows up. I think the meeting today was important and I think we all acknowledge this has gotten really big and we need to drag the deficiencies down to manageable reasonable level, with 998 acres there are going to be some, and figure out a way so you are not spending huge amounts of time tracking

things on paper which is weeks old by the time we see it because of the meeting cycle. If it is old, it is no good, but if it is carried over and old, it is problematic. I think you get it and know where we are going, everybody has some ideas, package it up and we will go with that; fair enough?

Mr. Feliciano: One of the things I wanted to let the Board and I want to introduce Mr. Bryce Homann, he is actually the new install manager for Servello. He is going to be involved with all projects and some of his duties, once he gets his feet on the ground, is I will have him go property to property pointing out deficiencies and creating proposals. He has an extensive background with plants and turf; it will take a load off of Mr. Migues so he can do what he is paid to do.

Supv Bokunic: We would love for you to be more proactive. Bring ideas that other communities are doing, best practices; some with the forms, if other communities are doing something we are not and you think it is worthwhile.

Mr. Feliciano: Stated I think Supervisor Berube said it, sometimes simple is the best method and when you try to improve and complicate things that is where everything falls apart.

Ms. Suit: I have one I use with Servello in another district. I do not know if you like that one.

Mr. Feliciano: I do.

Ms. Suit: It is simplified and kind of gets to the point of here is the deficiency and here is the date it is due and you say completed or not completed, comment. Then they have a certain amount of time in between.

Supv Farnsworth: Do you keep that record?

Ms. Suit: The Field Manager creates the inspection report, notes the item that needs to be taken care of, notes the date by which it needs to be taken care of and once he does the report it goes to Servello, Servello has 'x' amount of days to clear up those deficiencies and to comment back.

Supv Farnsworth: You have the form.

Ms. Suit: Yes.

Mr. Feliciano: I have the form, too. We use it on two other CDD properties.

Supv Berube: Something different from what we are doing now is what we need.

Supv Bokunic: Agreed.

Supv Berube: It is clearly not getting us where we need to get.

Supv Farnsworth: Does that form get rid of the stuff we have been looking at in our reports so it is replaced with some other form that the Board will see?

Ms. Suit: It is an excel sheet inspection report.

Supv Farnsworth: I do not care what it is; it is something other than what we have been seeing.

Supv Bokunic: Is it going to replace or in addition to?

Ms. Suit: This is one report; I cannot speak to the reports they are giving you.

Mr. Feliciano: We can continue to do the checklist reports.

Supv Farnsworth: What we are trying to do is get something you are comfortable with.

Mr. Feliciano: The other report she is talking about that we use with the other properties, I like that report.

Supv Farnsworth: If that is what you are comfortable with it would probably be better to use.

Supv Bokunic: Mr. van der Snel what are you comfortable with?

Mr. van der Snel: I have to see it first then I will assess it to see if it works.

Supv Berube: Our District Manager is telling us it works somewhere else and Mr. Feliciano is saying it works somewhere else.

Mr. Feliciano: We have two properties where we are currently using it. We will go over it with Mr. van der Snel once we put our heads together.

Ms. Suit: They can tweak it so it not a generic form.

i. Grounds Maintenance Status (*Work Chart*)

Mr. Miguez: Reviewed the report noting the main complaint was weed control. On the weeks of the 8th and 15th there was a lot of hand pulling of weeds and Roundup. We also treated some fungus activity, and did some fertilization. We treated the sports field was fertilized as well aeration of the soccer field. On the week of November 5th proposal 597 was done, the sod removal project was started. On the week of the 12th, proposal 597 was installed; and in East Five Oaks, we started removing the sod.

Mr. Feliciano: Sod is actually completed. We went 1,000 feet over what we proposed at no expense to the CDD. I will get with Mr. van der Snel and Mr. Homann; I think there is another area I would like to address. I do not think it will be a proposal; we will just go ahead and do those areas. One of the things we spoke about in our meeting this afternoon is teaming up to evaluate the property as a whole with irrigation and maybe come up with some ideas where going into the summer we do not face a lot drought stressed turf areas. Maybe we can improve that approach. We talked with Brittan, and I can tell you he is an asset to your team. We want to work hand-in-hand and maybe bring in our irrigation manager, go through some areas together and work as a team to look at the ways we can improve the community.

Supv Berube: Whatever everyone is comfortable with. We mentioned the soccer field; I was there today and it is more or less green. There is a lot of brown.

Mr. Feliciano: It is going to be browner.

Supv Berube: You can tell there is some herbicide going on there, but the fact of the matter is there are two kinds of grasses growing there – one is not good-looking grass and the other is the Bermuda and is probably about 50/50 at this point. We are about halfway through the contract for improving that field. The one on Blazing Star looks somewhat better than the soccer pitch does. Where are we headed with the soccer pitch? If you kill all the none Bermuda grass, there is not going to be much left.

Mr. Feliciano: We are going to have somewhat of a cold winter; it has already started. I would suggest we go back in and cut it low. There is still going to be crabgrass there, but it is going to allow us to put the pot ash down which will strengthen the roots. This is what we did when we first took it and is why you have a little more Bermuda than you do crabgrass. It is going to go dormant, all of it, the Bermuda as well as the crabgrass. Our goal is to minimize the weeds as well as keeping it green because it is a huge expense. There are still kids playing on it so it is going to take a beating especially during the winter. I would not do anything with it right now.

Supv Scarborough: It is soccer season.

Supv Berube: We do not get a whole lot of soccer usage. The point is it is a soccer pitch and I am looking at that we are six months into a twelve-month package of special treatment on those fields and are we

throwing good money after bad to keep after it where we get to the end of the twelve months look at it and say that did not work, cut it all up and replace all the Bermuda.

Supv Scarborough: From my experience you probably are. It is an active field.

Mr. Feliciano: Most sports field budget how much they are going to replace each year. Yes, it is an active field, but it is not a sports area where they can afford to do that every year.

Supv Berube: What you are saying is continue with the special treatment plan going on, see what the winter dormancy does and in the spring at the end of the special treatment period, we look at the results to say yes, that was good or no it was not.

Ms. Suit: There is a request from a soccer organization to come in starting in January. Are you saying you do not want to touch this?

Supv Berube: Not necessarily, because if you read it carefully they do not want to use the field necessarily, they just need a space.

Mr. Feliciano: We are going to be focusing on weed control and during that time, we will be able to do more weed control through the property and not just spot weed control. Again, unfortunately, it is just a beat up soccer field, we will keep picking away at it and we need to keep it cut low.

Supv Berube: It is always cut and it exposes what is really there.

ii. Review & Evaluate Utility of Online Punch List

[Previously addressed.]

iii. Proposal for Ashley Park Enhancements

Supv Kassel: Where is Robellini Circle? This is the first I have ever heard of it.

Mr. Miguez: It is the center island as soon as you are walking into the entrance to the pool.

Supv Berube: Did the request emanate with you?

Mr. Miguez: Mr. Shawn. We had spoken about it and he said he would like a proposal to do something with it.

Supv Berube: What do you think, Mr. van der Snel?

Mr. van der Snel: I do agree the bushes around the fence in Ashley Park are deteriorated; they are not dead, but they are declining.

Supv Farnsworth: Why are they declining?

Mr. van der Snel: Age.

Supv Bokunic: What are those?

Mr. Miguez: It is the species **Albabucci (?)**. Not only is just the privacy hedge, but a lot of the Indian Hawthorne, Viburnum, and Spencim.

Mr. Feliciano: If I am not mistaken, that area has a lot trees in that area. Albabucci and Viburnum do like sunlight. Indian Hawthorne is another drought tolerant plant that thrives off of sunlight; and with age buildup, you probably have mulch buildup around the root base; and then the constant shade.

Supv Farnsworth: Based on what he just said are you going to propose replacing it with something different?

Mr. Feliciano: I have not looked at the proposal, but I think they did. I can go over the proposal and look at it to make sure the plant material is suitable for those areas.

Supv Berube: Are we finished with the pine tree installation? Is it done, up to snuff, and to your satisfaction?

Mr. van der Snel: Again, I was not happy with the staking process from the beginning, which I stated, and I am still not happy with it, but Servello has replaced the trees that died off. There is one that was leaning over to the ground that Mr. Feliciano said he would replace, but it was re-staked and there are three or four stakes now on one tree and brackets to keep it straight. I would advise to replace it. There was a concern from Mr. Miguez today that the three new trees needed water so we watered them. The other 42 trees are doing well. Again, I want to have out there that we did water sufficiently because if we had not all 45 trees would have died. However, three trees died which is a small percentage of the 45.

Supv Berube: With the exception of the bracketed tree, the pine tree project is completed to your satisfaction?

Mr. van der Snel: It is complete.

Supv Berube: The sod?

Mr. van der Snel: The sod has been completed. There were a couple of concern areas that Servello called “a **back** pallet”; but we pulled it up and it had growth, so it will come back. We will keep an eye on that area. Did you apply fungicide?

Mr. Miguez: I applied the first treatment and Horticulture will be here for a follow-up treatment. Before anything gets started, we applied fungicide so it will not be an issue in there. In two weeks, there will be a follow-up treatment.

Mr. van der Snel: For the turf project, we worked together and kept an open communication with Mr. Homann on cycles. It started with 17 cycles through the week and now runs on ten cycles of water. We created a special program in the clock and it was proven to get sufficient water. Today we assessed East Five Oaks and adjusted some spray heads.

Supv Berube: Those are the only outstanding projects we had with Servello.

Mr. van der Snel: We had the one tree on Cupseed which is still pending.

Mr. Miguez: It was taken care of this afternoon.

Mr. van der Snel: It was the one tree on Cupseed that died and has been replaced by one we still had in the nursery.

Supv Berube: Are you in agreement with the entire proposal or does it need to be dissected?

Mr. van der Snel: Dissected.

Supv Berube: Mr. Feliciano do you want to look at it a little more carefully as well?

Mr. Feliciano: I will get Mr. Homann involved and we will take a look at it.

Supv Berube: Why don't we table this and bring it back for December.

Mr. Homann: Concerning it is a pool it would be nice, instead of just doing one part of it if we could finish these sections in projects instead of doing little things here and there throughout the project. You used the phrase shot gunning and I would really like to start completing areas before we are moving around doing little things here and there so it does not look like we are doing partial work.

Mr. Berube: This proposal would get done all in one shot; it just needs more eyes on it to make sure everybody is on the same page before we jump ahead. I do not think we would break it up and say to a little here and a little there. If we are going to roll with this area at the pool, tear it all out, put it all in and be done with it.

SIXTH ORDER OF BUSINESS

Developer's Report

Supv Berube: The developer is not here, however, he was kind enough to send a letter late yesterday outlining his intentions, most of which have been made semi-public a little here and there. Now we have one cohesive proposal from the developer, but what is important here is also what is not in this letter. He has not made it public yet, but everybody is going to ask once you talk about Buck Lake what is going to happen to Cat Lake. The anticipation is Cat Lake will go into a mitigation bank. It gives the developer credits for putting the lake into a mitigation bank. It will basically preserve that lake and the surrounding areas in the condition it is in now. That is kind of tied into the non-payment of CDD fees and his answer to that is those CDD fees and O&M of that parcel to east where the Lakes Clubhouse is, he is going to pay the O&M and the taxes and get it out of the tax certificate sale process. That puts East Five Oaks to bed. Now we get to Buck Lake and what he is proposing to do is deed Buck Lake to the CDD and the lands to the front of it which he is calling BL-1, we know it as VC-1, on the assessment chart it is commercial and includes both those parcels so you have to separate it out when you look at the values. He is going to deed us the lake, the access path, the parking lot that is now his, the small area near the basketball court, the area that was affected by the land swap discussion, BL-1, all of that will come to us. The permitting that has been in question of Buck Lake he is going to finish at his costs which will get the permitting up to par so we can work on the docks and all that. We will get an access agreement drawn by us for what Harmony West is going to be able to use the lake for and largely the access agreement will mirror the access agreement we have to the lake now with the developer; it is the easiest thing to do. We were restricted in what we could do with the lake and Harmony West will have the same type of restrictions. That largely means no gas boats, which is what everybody is concerned about.

Supv Bokunic: It gives us the control of it.

Supv Berube: We have control of the lake. Considering that Harmony West is going to circle most of Buck Lake.

Supv Kassel: We will have to figure out how to regulate access because now it becomes CDD.

Supv Bokunic: How do you do that?

Supv Kassel: Just like we regulate the pools and access to the boats. Let us talk to our attorney about regulating access to Buck Lake.

Supv Scarborough: Meaning outside access?

Supv Kassel: Yes. Right now the lake is private property; it belongs to the developer. Just like our ponds if people want to come fish our ponds they are public property because they belong to the CDD. The lake will become public property because it belongs to the CDD and how do we regulate access to the lake so not everybody is coming and putting private vessels on our lake.

Supv Scarborough: Does that change because we have gated access? Does that change the dynamics just like the pools?

Supv Berube: Technically, we have public access to the lake now; because we have, as a government, regulated access through our agreement with the developer of who can use the lake. There is a public access agreement and nobody violates it now.

Supv Kassel: I do not think so. The agreement with the developer is so the CDD has access to the lakes not the public. The agreement is with the CDD but that does not mean the public has access to the lake. Once we own the lake however, it becomes public property so how do we regulate access to the lake?

Mr. Qualls: The key is the government can regulate access, but may not restrict access.

Supv Farnsworth: Please define the difference.

Mr. Qualls: Regulate means the public can come as long as they follow the proper rules to do so. Restrict means you prohibit the public from utilizing the lake.

Supv Kassel: They have to spend \$1,250 for a membership that allows them access to the pools, the lake.

Supv Farnsworth: It becomes one of our facilities, so it is regulated as any other facility.

Mr. Qualls: I believe that is correct, but I would want to research that specifically when we are talking about a lake. The lake is privately owned now so I would think dedicating the lake to the District that the District would be able to regulate like other recreational facilities.

Supv Berube: The important part is we would be able to have the ability to set those lake access agreements as the new owner of the lake. It is important to remember when we talk about the lake we are not going to own the lake, nobody does, the Department of Environmental Protection owns the lake. We own the land under and surrounding it; if we get it.

Supv Bokunic: We control the access.

Supv Kassel: The developer currently owns a buffer around the lake which this does not address.

Supv Berube: Yes, it does. A deed will have to be drawn up; it is #3, the boundary will probably be the seasonal high water mark of the lake.

Supv Kassel: There is additional land the developer owns between the extent of the CDD property now and the high water mark of Buck Lake. That is still going to be developer owned. The lake side of the path that Lakeshore Park, Long Pond Path, where the backside stops being mowed is where developer property starts and then it runs up through the lake. There is conservation area between our property and the high water mark of the lake that currently belongs to the developer. Is he going to deed us that too?

Supv Berube: #3; before that line, "we will need to develop a legal description for the lake." This is where Counsel comes in, if we want to get land surrounding the lake this is where we get it put into the legal description of the lake.

Supv Kassel: It is a question for the developer.

Supv Scarborough: I cannot see him wanting conservation.

Supv Kassel: The only reason he would want it is because he could use it or sale it for mitigation which is what he is doing with Cat Lake and a lot of other conservation lands that are not going to come to us.

Supv Berube: We have several questions and it is great that we have these questions. The big one is the money this is going to cost. The way this works out is, if you leave out the O&M because there is no money spent there until you do the operations and maintenance. Our concern is the debt because we are forced to pay the debt or default on it; that is the key here. VC-1 works out to about \$28,375 per year in debt payments. There are 17 years left, because it runs through the 2015 bond issue. It is \$482,000; and that is your cost of acquisition of this whole thing. When you look at it on a yearly basis, it is \$28,375 per year; and you asked

where we are going to get that in the budget; we finished our street lighting project this year, already and are putting aside \$330,000. The money is in the budget.

Supv Scarborough: You could almost cover the 17 years.

Supv Berube: In two years, you could pay it off, if you looked at it that way.

Supv Kassel: The question we had not really gotten an answer to was would spreading that debt amongst the rest of the lots bring us above the debt ceiling per lot. We were waiting on an answer from our management company.

Mr. Qualls: There were so many iterations of this proposal that we heard through time and I agree, that is a question we would need to analyze.

Ms. Suit: We did; we sent you the update with all the questions.

Supv Kassel: I do not recall that it answered the question about whether it would increase the amount of debt per lot above the debt ceiling.

Supv Berube: I think the direct answer to your question is it probably will because we are almost at the debt ceiling. What are we truly doing here – we are trading debt for something of value.

Mr. Qualls: What I view is just like when other pieces of private property have been dedicated to the District you can no longer assess that property. This property, if it is accepted by the District, you can no longer levy and impose non-ad valorem assessments.

Supv Kassel: We still have to pay the debt.

Supv Berube: We are not adding any debt.

Supv Kassel: We still have debt we have to pay on it.

Mr. Qualls: You have less assessable acres and I thought I heard you are finding dollars in your budget to cover the fact that now you have property that you can no longer assess.

Supv Berube: We are not adding debt; we are required to pay the debt on those acres no matter what. What we have right now is a developer who says I am not going to pay it and it has not been paid this year. If we let the cycle run without doing anything about this, tell him no, I can tell you what he is going to do, he is not going to pay it and next year's tax bill is going to come up, it is going to run to the county and it is probably going to go to tax sale and nobody is going to buy it again and in five, six or seven years all of the land will escheat to the County, we will have gotten nothing, we not own the land anymore, and we will have Osceola County owning a piece of land dead set in front of Buck Lake and our access agreement to the lake will be gone at that point; it may be gone before then.

Supv Kassel: I do not think anybody is arguing that we should accept the parcel if we can. I do not think that is the argument or the question.

Supv Berube: Are we doing the right, legal thing?

Supv Kassel: The question is - are we making a mistake in terms of what we are allowed to do according to Florida Statute.

Mr. Qualls: The answer, and the way I analyze any proposed real property donation or devise, one of the specialty general powers of your District is to accept property. You have the authority to accept a donation or devise of real property. Legally our opinion is this is a policy decision that the Board has the legal authority to make.

Supv Farnsworth: It does not affect any legal or exceed the limit?

Supv Berube: No.

Supv Kassel: That was a concern before and I am not sure why it has not been addressed.

Supv Berube: I think it has been addressed because we are not adding any debt.

Supv Farnsworth: I did not say you were.

Supv Berube: The debt is fixed and we are required to pay it.

Supv Kassel: We are distributing that debt amongst fewer lot owners.

Supv Berube: We are distributing the debt amongst the exact same number of lot owners.

Supv Farnsworth: We become one of the lot owners in this case and I do not know how that works.

Supv Berube: We are taking the people's money and shifting it from O&M and debt payments and we are taking a little bit of that which is already in the budget to acquire real property; a property with some value, a value we have no way of setting. The bucket of debt and the acres involved remains the same.

Supv Farnsworth: I do not think that was the basis of the question as I heard it. We understand that and agree with that.

Ms. Suit: There will be an increase in O&M; is that what you are asking?

Supv Kassel: No, because it is not part of the debt ceiling.

Ms. Suit: I would have to look at your bond documents.

Supv Berube: All of the money to cover this is in the budget; you are just shifting it from one bucket to a different one. We are already guaranteeing the bond debt. If the developer does not pay, we already did it this year; we took \$53,000 out of the budget the debt that was not paid. We have already set the precedent.

Supv Bokunic: That was a one time.

Supv Berube: Do you know how much the developer is paying this year in CDD fees? It is almost \$1 Million. What happens when he gets aggravated when the next tax bill comes in and he says I do not want to pay any of it. Are we going to reach in the bucket and grab \$1 Million to cover it all to prevent a default? This is the risk.

Supv Bokunic: That is why we have an attorney.

Mr. Qualls: What we would, depending on the outcome of your policy decision, I would suspect your motion is you are only going to do this if the professionals tell you it is doable. We need to analyze the question; I think it is a fair question and I think we are analyzing it in a little bit different way. I read the statute that says you can accept real property what that means in effect is there is less acres to impose and levy assessments on which means the District has less assessments coming in so either the budget has to be changed or you have to find a way to cover that shortfall. These are the questions that need to be analyzed and now that we have a concrete proposal, we should be able to analyze it.

Supv Bokunic: Which we got yesterday.

Ms. Suit: I think the email I sent you awhile back, and I just forwarded to you again, answers those questions.

Supv Kassel MOVED to approve acceptance of the developer's proposal to the District for Buck Lake and the VC-1 parcel, in principal, pending approval by the Management Company and District Counsel.

Supv Bokunic: Are we at that point, where we need to?

Supv Berube: Yes, we need to accept this and have District Counsel and District Management move forward on analyzing the questions and making sure, now that we have a concrete proposal, that it fits all the legal criteria.

Supv Scarborough seconded the motion.
On VOICE vote, with all in favor, the motion was approved.

Supv Kassel: The shift for my mom's caregivers is at 8:00 p.m. and I would like to be back for that if possible.

Supv Berube: You can go anytime you like.

Supv Kassel: There is a topical discussion item that I think Supervisor Farnsworth would like me here for.

Supv Berube: If it gets close to time and we have not done it, we will move it up.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Engineer

[There being none, the next item followed.]

B. Attorney

Supv Berube: We already covered the sailboat donation. One thing we have to consider is Mr. Walls was the liaison for the Davey litigation. Mr. Walls is no longer here and we need to have you set up a new liaison.

Mr. Qualls: Far be it from me to determine who has the time and who has the most knowledge. I can work well with anyone.

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, appointment of *Supv Berube* as liaison to District Counsel in the Davey litigation was approved.

Mr. Qualls: The Hardscape World contract for the pool pavers was executed. Someone brought up pool lighting, keep in mind there are very stringent statutes on what the lighting would have to be at night. Congratulations Supervisor Scarborough, welcome. I am going to say this and it is sincere, but may sound a little puffery, this is a fine example of a good government in action. I represent some CDD's that are pure chaos and nothing gets done. This is a wonderful government in action and I think one of the reasons why, we

gave you a real long memo talking about what a CDD is, my law partner wrote Chapter 190, but I can distill that 20 page memo down to one statement – there is only one purpose of a CDD, it is not a general purpose local government like a county that does all sorts of things, there is one purpose and that is to maintain horizontal infrastructure and here you have the related power of maintaining recreational facilities. That is it so many districts we represent get into all manner of things under the sun and it has nothing to do with what a district is. It is long term maintenance at high sustained qualities of infrastructure is the single purpose of this District. Now, I am purposely wanting to put the fear of God into you because it is important. Two things – one is a quick overview of the Sunshine Law regarding open meetings. All governments in Florida who have a Board may only discuss government business in the Sunshine, meaning at a publicly noticed meeting that is open to the public. This is the place to discuss District business. Where it gets interesting in the law is when we enter digital communication into the equation. An email from you to another supervisor and back could be a Sunshine violation if the email pertains to something that is going to come before the Board in the future. Any email you get from another District member, do not reply. Any email you get from your manager or our firm to all District members, do not reply all. Those are the basic rules of thumb. It gets more interesting – a text message back and forth could be construed as a meeting if you are discussing official government business that is going to come before the Board at a meeting. Where it gets even more interesting is Facebook. I understand it is a great way to be in touch with residents and there is nothing wrong with that. We advise not using Facebook to talk about stuff that is going to come up at a future meeting. While there is nothing wrong with you sending it, if one other supervisor was to respond, the Attorney General has already said that is a meeting. If you have serious sanctions for that, ethics complaints which are a giant mess, you only get to fund your defense of that complaint through government resources if you prevail. If you do not prevail, you were acting outside the scope of your position as a supervisor. We even say two supervisors could be at a barbeque and talking about stuff that has nothing to do with District business, we go so far as to say to avoid even the appearance of undue influence. It is a little weird to say you could not be at a barbeque talking about football; but if somebody saw you, who knows what they would think. What I am not saying is you cannot talk to residents; the residents put you on the Board to get feedback and to bring their position to the Board. What I am saying is do not discuss that electronically or otherwise with other Board members outside of this meeting. Now, Florida Public Records Law. Florida has the broadest public record law in the country, the law is simple – all records of a government are public records unless there is an exemption. Exemptions are for things like social security numbers, some law enforcement officers are able to get their home address exempt, but even so you still have to turn over all the other parts of the record you would just redact the portion that would be exempt. If you receive a public record request to your District email, forward it to your District Manager. The law says your District Manager is the custodian of public records. There is a great level of expertise at InfraMark and our firm and a lot of what we do representing governments is dealing with public record requests. I have clients you have been government officials for years and they will say things like “I am sending you a text message because text messages are not public records,” guess what it does not matter the medium upon which you communicate government business, the medium is irrelevant. You can use a carrier pigeon or a hot air balloon, you can write it on a chalkboard I do not care it becomes a public record. Keep it simple and put in writing only what you have to and do that through your official CDD email account; that way it is easy to keep track of. Here is a headline right out of the papers – Martin County Commissioner and a Former Commissioner Arrested on Public Records Violation Charges – they refused to turnover text messages and were arrested, there are criminal charges. I just read a case out of the Palm Beach district where somebody mixed their private text messages with government text. The court ordered they all be given and they will sift through what is public and what is not. Pick up the phone and call. There is no email I wrote 30 days ago that I would not word a little differently if I was looking at it again. All records are public if they involve government business, if you keep it to your email account and there is a request it is easy to get those to the District Manager and the person who requested the records. The mode in which you communicate is irrelevant, you do not get around it by texting or writing it

on paper, all would be an official public record. You are going to have questions, just call us. It is all in the notebook I provided you. Again, thank you for dedication and your public service.

Supv Bokunic: Just to bring this all home, we have had people watch what we talk about on Facebook and not only send formal request for Facebook, but also for text messages.

Supv Berube: There are people who watch, read into things, and believe they know something. Most of the time they are wrong, but occasionally there is fire where there is smoke.

Supv Bokunic: In one instance, Supervisor Berube's wife commented on something that I commented on, and they asked for complete records of everything.

Supv Berube: It was my wife and I did not even know she did it and all of a sudden somebody is asking what about this. One other thing, you can communicate with anybody outside of these five seats, but before you hit reply all look at the address line at the top and make sure none of the other Board members are involved in the reply all. Sounds like a big deal, but it is easy to make a mistake.

Ms. Suit: Also, when you send me an email or a request and say can you ask the Board this – I cannot poll the Board in between meetings. If it is something to go on the agenda that is one thing, but I cannot ask the Board, "Should we put this on there, do you want us to do this?"

Supv Berube: She cannot act as a conduit between Board members.

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)**

Supv Berube: We are working with Mr. van der Snel and Mr. Mark Hills from the Association on the commercial vehicle parking area. We are putting numbers together for an expansion of that because the two largest parking spots available are running at 100% occupancy and it is time to expand that. The small spots are running at about 75% to 80% occupancy and it looks like the leases are set up for one year. We are going to undertake an expansion and have talked to the engineer. The land is already mapped out; we have Google maps.

Supv Scarborough: What does it add?

Supv Berube: Depending on where the lines end about 60% more space, give or take.

Supv Farnsworth: It does not take anything away from the garden.

Supv Berube: No, it is going in the back. You are going to spend some money, but the demand is there for it and is increasing every day. We are fronting the money, but it comes back from the rental of the spaces.

Supv Scarborough: It is a big business.

Supv Berube: We are significantly underpriced as we are finding out and why it is so busy, but that is okay.

Mr. van der Snel: I apologize for the sound system. I have another amplifier at the office that I will swap out for the next meeting.

Supv Berube: Were those part of the package we bought or are we using their amplifiers?

Mr. van der Snel: This is not ours. I can look for another speaker and I will swap it out the next time. Does the Board have any concerns or questions on my report?

Supv Kassel: Thank you for the tractor proposed use summary.

Supv Berube: Every month we bring Servello in and beat them up. Your long-term outlook on their status? We are entering another year with them and are contracted through September 30th, what is your prognosis of their ability to keep this place going?

Mr. van der Snel: I think they have the ability to and I think they have the professionalism to; it is the communication part that is a struggle with them. With the install manager coming onboard, and as I said in the meeting, I really need one person I can communicate with if there is an installment going on. Mr. Miguez is the onsite supervisor we have to loop each other in, but it can also be very confusing for everybody if we loop more people in. We did agree that if there is another project coming on we will cc the necessary people. For instance, Britten will be cc'd on all communication because irrigation is an important part of the install. I do think Servello is willing to make it happen; it is the communication that is struggling. I said today the purpose of communication is to work together not to be against each other. That is what we have to learn to understand; communication is a team effort and not a deficiency report.

Supv Berube: Do you need more direct involvement on a routine basis from the District Manager, or is that just adding complexity to what should be a simple situation?

Mr. van der Snel: Actually, the District Manager suggested in the next project she will be involved so she can see how things evolve in a project and where the glitches might be.

Ms. Suit: I suggested they put together an initial plan. Things happen whether Britten gets backed up with something else or Servello does not stick to it, Servello then needs to follow-up with a new plan, what is the next date they are going to get it done. What happens is they stick with that and these guys are running around trying to figure out what is going on and I said absolutely not. Once you have to change the schedule you are going to send out a revised schedule so that everybody knows where they are. Mr. van der Snel will also follow-up if anything on the field schedule changes. If there is a mainline break and Britten is backed up the schedule will change and Servello will have to adhere to our schedule, we do not adhere to theirs.

Supv Bokunic: There seems to be a lot of finger pointing. All these emails go back and forth all month long.

Ms. Suit: That is the reason I stepped in. Basically, what I said was what is happening is there is the initial frustration and then all of a sudden the emails get so off track about the matter at hand, then it is the finger pointing and it has to stop. I think it is a level of frustration that causes that, but Servello needs to be putting together a schedule and thinking outside the box and if something changes they will have to change their schedule, but they have to let these guys know so they can adjust. If these guys cannot, then Servello is going to have to figure out another way to do it.

Supv Berube: We are spending a lot of time with Servello tonight for the second time. The reason is, everybody knows we are contracted with them through September 30th and the contract may roll again on October 1st. We have to watch very closely what is going on because if we are going to make a change in landscaping, no matter what it is, it is not an overnight reaction. If we do the same thing we have done four or five times in the past and go to RFP we know that takes times, you get backed into a corner and are tight and have to make quick decisions. The flip side of that is, if we are going to do this ourselves, we cannot build a landscaping team overnight, either. We have the luxury of having the contract and being able to monitor this carefully and making sure we do not get to next July, August, September and find ourselves between a rock and a hard place again.

Supv Scarborough: Getting to some of the deficiencies, I have noticed the sod they are replacing seems like a lot of the same areas that were replaced last year.

Supv Berube: I am not sure we replaced any last year.

Mr. van der Snel: It was what Davey did. The problem is the sod Davey used was terrible.

Supv Berube: They did not use any soil amendments or anything.

Mr. van der Snel: The sod itself almost came dead. They redid the sod, but the quality they used was so bad.

Supv Berube: They knew they were on the way out and they were just appeasing us.

Mr. van der Snel: It was a quick fix.

Supv Berube: That is the deal; I am asking you and the District Manager to watch this carefully because in another couple of months we are going to have to make some serious decisions as to where we are going to go. At some point this all becomes public and once Servello finds out we are contemplating making a change or doing something, once that occurs we know from past experience it is going to go downhill quickly. We have to watch this carefully because it is slowly becoming a repeat of what we went through with Davey. A lot of pictures and yelling back and forth, emails, District Manager is involved saying everybody has to smarten up and it is not getting a whole lot better.

Supv Kassel: What Mr. van der Snel said is now they have a new guy, a new system.

Supv Berube: This is the third Install Manager they have had since they have been with us.

Supv Scarborough: What does not change is they are only capable of doing what their budget is going to allow them to do. I can tell you from 15 years in the business there is a big difference between Servello and ValleyCrest. If we had ValleyCrest here, they would come in, we would say, how are you doing, it looks great, and they would leave.

Ms. Suit: I have to disagree. I have all of these vendors at different districts and it changes. Servello is great at some, and BrightView great at some, but not good at others. It is based on the team, there is a lot more involved in it.

Supv Berube: The onsite manager makes all the difference in how things run. If you remember Davey, for the first three years when John and Garth were here as the managers onsite and had free rein of the place, we were happy. They came to a meeting it was five minutes of conversation, we would say we have this problem and this problem, and it would be taken care of by the next meeting. Then somebody said we are spending a lot of money in Harmony, the cost cutter showed up and it went downhill from there. We have never really had a good onsite manager from Servello. There have been three onsite managers and several install managers. I do not want to pick on any people, but this is the reality, we have played this movie before and it is the same movie playing out again and we are heading down to the same bad result.

Mr. van der Snel: Whatever the Board decides, CDD field services, the team is ready to do this in-house if it comes to that.

Supv Kassel: I am strongly against that; I think it is a bad idea. It requires a lot of expertise, a lot of equipment that we do not have and would be very expensive to acquire, and would preoccupy us from probably other necessary maintenance issues aside from just landscaping.

Supv Berube: You are not talking the same size crew, you understand that.

Supv Kassel: I understand that.

Supv Berube: We are going to have to make a decision; tonight is not the time. It is out on the table, we had a meeting today, we have to proceed to watch this in the next few months, and we have to make a decision.

Supv Farnsworth: The day may come, but like Supervisor Kassel, I cannot see that being done by September. Someday, probably, but I am not sure it can be done that quickly.

Supv Berube: We could staff a crew and have equipment here in 60 days.

Supv Farnsworth: I will not deny that. Until we get this land we do not have a lot of the facility that you need to support that activity.

Supv Kassel: you need hundreds of thousands of dollars in equipment.

Supv Farnsworth: A place to store it; there is a lot of other stuff that goes into this.

Supv Kassel: Personnel, supervision, repairs, expertise and we will not be able to do it as cost effectively as a landscaper who is in many communities because they have the resources to buy in bulk.

Supv Berube: They do not have our resources to buy in government contracts.

Supv Farnsworth: I cannot debate cost effectiveness until you get far enough into it.

Supv Berube: The first year of the CDD going into the landscape business is a breakeven of what we are spending now. It is breakeven and the second year you are \$150,000 ahead because you take the equipment out of it; that is how it works out, I have already done the math.

Supv Farnsworth: I would like to see that math sometime; I might argue with it.

Supv Berube: We got it; we are running long. We have to keep our eyes on it; it is very clear as to where we are going with landscaping. It is the single biggest contract we manage, it is what makes this place look nice and it is incumbent upon us to make sure we get it right ongoing.

[Supplemental Topic 1]

Mr. van der Snel: I have a request, but I did not put it in the package. For the last four years I have, around Christmastime, given staff a gift out of my own pocket which I did not mind, but I would like to ask the Board if they would consider giving staff a Christmas / end of the year bonus at a number to be determined by the Board.

Supv Berube: What are you proposing for a number?

Mr. van der Snel: A half a cent of a year's salary.

Supv Kassel: I can see this as something a for-profit organization would do, but do other governmental organizations give Christmas bonuses?

Mr. Qualls: This is an interesting one. Typically, bonuses are frowned on in Tallahassee. My government clients who are constitutional officers do not give bonuses. You can have merit-based incentives. I am not suggesting a bonus per say is illegal, what I am saying is it tends to leave a bad taste in Tallahassee.

Supv Farnsworth: Why does it have to be called a bonus and why does it have to be a percent? In other words, you just made a gift to all the staff of \$100; it is not based on a percent of anything, it is just a present.

Supv Scarborough: Are you referring to direct governmental staff?

Supv Farnsworth: These are, sort of.

Supv Berube: We are in a unique situation here.

Mr. Qualls: We are in a unique situation.

Supv Berube: We do everything at the advice of District Counsel and District Counsel heard this request and his initial response is I am uncomfortable with this. I do not want to blow out the candles early, but you heard the reality.

Mr. Qualls: When you were setting the pay scale that is in the Employee Manual was there not room in there for some increases?

Supv Kassel: Merit based.

Mr. Qualls: Do not call it a bonus; it is a merit. Let us look at the policy, I feel like there was a provision for it, but I do not remember.

Supv Berube: We did talk about bonuses and we took it out.

Supv Kassel: We would have to look at it.

Mr. Qualls: I think there was wiggle room, but we would have to look at existing policy.

Supv Bokunic: I would support it.

Supv Berube: We are getting tough on time for this to be able to be done for Christmas, so my quick calculation says that at ½ percent of the base salary including the taxes and fees would come to less than \$1,000 to give everybody a bonus at that number. Is the Board comfortable, if it is legal to do, that if District Counsel says yes?

[The consensus of the Board was yes.]

Mr. Qualls: It should be easy to figure out; it is in the manual we put together.

Supv Berube: If there is the ability to make it work.

[Supplemental Topic 2]

Mr. van der Snel: On December 4th our 20-foot boat will be coming in.

[Supplemental Topic 3]

Supv Berube: [Speaking to Supv Kassel,] we can move you up if you still have time.

Supv Kassel: Supervisor Farnsworth had pointed out [**Ninth Order of Business**, below] to the District Manager about the fact that there are some pages the developer used to support with regard to green living in Harmony. I gave Supervisor Farnsworth contact information for Mr. Mark Hostetler at the University of Florida. He contacted him, and he essentially said it would cost \$4,000 to update because this is pretty old now. ‘Living in Harmony’ is what it is called and there are things about using water wisely, energy efficient living. It is \$4,000 to update it and \$2,000 or \$2,500 per year to keep it updated.

Supv Kassel: [Continuing,] there was something else I have as a request, which I contacted Ms. Suit about, and she said bring it to the meeting. Last year or the year before, we approved the reprinting of some of the panels that go in the kiosks. I only did half at that time and I would like approval to print the other half. Mr. van der Snel has them at his office and every six months they are supposed to rotate out. They are the local equivalent of information for anybody passing by to have a better understanding of some of the principals the community is built on and we try to maintain.

Supv Berube: These files exist now somewhere in digital form and need to be printed and we know where they got printed the last time.

Supv Kassel: Yes. I have them and the contact information. They are big files; if I have approval I can contact the vendor.

Supv Berube: What do you think it is going to cost?

Supv Kassel: Under \$1,000.

On MOTION by *Supv Berube*, seconded by *Supv Bokunic*, with all in favor, *Supv Kassel* having kiosk signs printed at a cost not to exceed \$1,000 was approved.

[*The record will reflect Supervisor Kassel has left the meeting.*]

{*Following Topic Discussed Out-of-Order – Moved Up In Order-of-Business*}

NINTH ORDER OF BUSINESS

Topical Subject Discussions

A. Discussion of Non-Support re: Sun Terra Developer – as Posted on The Harmony CDD Website

Supv Bokunic: I am not in favor of updating the website.

Supv Farnsworth: Even Professor Hostetler basically kicked the can down the road.

Supv Bokunic: That information is available on the internet.

Supv Berube: How did this get put on the agenda? Did you bring it up?

Supv Farnsworth: I brought it up because it shows up [on the website].

Supv Berube: I saw redlining where you put a note there that says this is old information. Did you put that on the page?

Supv Farnsworth: No. That is their [UFL's] note.

Supv Berube: That is good enough for me, leave it alone.

Supv Scarborough: Who maintains it?

Supv Farnsworth: Originally, Starwood set it up and funded it. The question was - do we want to do anything with it or do we want to ask them to take it down.

Supv Bokunic: I would take it down.

Supv Berube: Take it off our website and leave it on theirs.

EIGHTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for October 31, 2018

B. Approval of: #223 Invoices, Check Register and Debit Purchases

On MOTION by *Supv. Berube*, seconded by *Supv. Bokunic*, with all in favor, the Financial Statements for October 31, 2018, Invoice Approval #223, the Check Register, and the Debit Purchases, were approved.

C. Consideration of Motion Assigning Fund Balance

On MOTION by *Supv Berube*, seconded by *Supv Bokunic*, with all in favor, the motion assigning Fund Balance was approved.

D. Discussion of District Manager Special Topics

i. Consideration of Management Fee Increase

Ms. Suit: We had discussed at the last meeting Verbatim versus Summary Minutes and during the discussion it came across as the Board wants the Verbatim Minutes, but they would be willing to entertain a management fee increase based on the fact that we have not had one.

Supv Bokunic: If I remember right, it was tabled. I was open to Summary Minutes, but would change that position now and say I absolutely do not want Summary Minutes.

Ms. Suit: This takes out the idea of Summary Minutes and leaves them at Verbatim because that was the direction the Board was sort of going.

Supv Bokunic: I disagree with that.

Supv Berube: I disagree too. What we said was we have three votes for switching to Summary and two people were very vociferous that they wanted to keep Verbatim Minutes.

Supv Bokunic: I would rather have them Summary; I have changed my mind.

Supv Berube: I agree with you; however, we have two supervisors who say they use the Verbatim all the time, whether that is true or not, I do not know.

Supv Farnsworth: If we go with this change to Summary Minutes, this is like falling down a well and there is no way back.

Supv Berube: That is okay.

Supv Bokunic: That is alright.

Supv Farnsworth: In my opinion, there is nobody on this Board so high on the management food chain that they deserve nothing but Summary Minutes. If you want Summary Minutes, that is exactly what she [pointing to District Manager, Kristen Suit] gives you each month. She is giving you that right now. If that is all you want to see, she is already giving that to you.

Supv Berube: We are getting Verbatim Minutes.

Supv Farnsworth: Ms. Suit, with her notes, is giving you a summary of the meeting.

Supv Berube: The business of the meeting.

Supv Farnsworth: Are you afraid of being misquoted, or of being accurately quoted?

Supv Bokunic: I got a hit by a neighbor who has threatened to sue me and threatened to sue the Board over some position we took, and I am not going to go into any more detail; I do not even like the video being out there. They are trying to access information and go word for word of what we said and they are going to sue us over it. I am not afraid of anything we did, but people can sue anybody over anything. I would rather give less information than more information. That is my personal opinion, because I do not want to be sued.

Supv Berube: Exactly what I mentioned before when we were talking about the landscaper. The

conversation we had about the landscaper is now public record, it is on Facebook, and it is going to be in our Verbatim Minutes. I know the gentleman who runs Servello went back last year and read when we had conversations after they left. I do not care that they see it, but the problem with that is it ties our hands just a little bit because they can read what we are thinking about doing in advance. It is almost like Discovery in a courtroom; you have to put it all out there on the table and sometimes you do not want it all in Discovery yet. It needs to be filtered and edited and is why I agree with Supervisor Bokunic; the less we put out into the public spectrum, the better off we are. I think District Counsel would agree with that as well.

Mr. Qualls: What I would say is these are public meetings that are open to the public and transparency is important. Anyone who wants to come to the meeting and write anything down they want and all of that; it is an apple and an orange. There is no hiding anything at these meetings, nor would the Board ever suggest that was a good idea. Here is what I have noticed is that sometimes, as much as somebody tries to take verbatim minutes, it does not always necessarily happen.

Supv Berube: When you read them carefully they do not come out right sometimes.

Mr. Qualls: This recording is a public record somebody could listen to the recording. There are pros and cons – most of the clients I do Minutes for I tell them if you do not make a motion and a second and there is a vote on that, it is not getting in the Minutes just because.

Supv Berube: We are off topic. Let us go back to InfraMark's request for a fee increase. That is really what this is about.

Ms. Suit: At the last meeting two Board members were adamant about Verbatim Minutes and the rest of the Board basically said if these two Board members were that adamant they did not want to go down that road. So, then the discussion moved to if you think a management fee increase is really where this is going which was not the initial direction, it was about the Minutes, but it lead to that so we decided to put together a memo of the management fee increase based on the fact that we have not had an increase since 2012. We also decreased in 2015 the special assessments fees by \$3,000. Had we gotten the 3% increase each year, we would have been at basically a \$14,000 increase. What we are proposing is a \$9,000 per year increase.

Supv Berube: Here is the rebuttal. Going back to 2012, and I do not remember what it was, it was Severn Trent Services at the time, they did something, and if I remember right, we had employees here that were managed by Severn Trent, and this Board had always governed the pay and the rules of how those employees were going to be paid. We put 3% into the budget that year for salary increases for the field services staff and Severn Trent took the 3% and declined to give it to them. They said no, these guys work for us and they are going to go by our rules, and some of them may get a pay decrease. At that point we told Severn Trent this deal was going to end and as far as I am concerned until Severn Trent decides that this customer is important and quit screwing things up you will never get another increase, that 3% is gone. Then the following year something else happened, a big screw up that cost us a lot of money. Severn Trent, to my admiration of them, said you are right, we blew it; we will pay you back. They paid it back through reducing the monthly fee and spreading it out over a period of time. We got through that one and the following year something else happened, we lifted up a rug and there was another Severn Trent miscue and it cost some money. Severn Trent again stepped up and said we are going to pay you back. My words at the time, and Mr. Gary Moyer, the previous District Manager, said we have this 3% thing, and I said you can tell Severn Trent until they go a period of time with no foul ups they are not going to get the 3%, you do not reward bad behavior by giving more money. Every single year there has been a problem. Now you have run through most of 2017 pretty well; now we come to 2018 and we get into emails. Emails went to hell, bluntly. For months and months, Mr. Koncar ignored the email situation, you came in at the tail end of that, it was a disaster and emails are important. You just heard District Counsel say email is the way you communicate, they are archived, they are

tracked, and none of that was happening and none of us had good emails. It went on for nine months. Quite by accident, we figured it out at this end what the problem was and explained it to the IT guru they have and we fixed the email. This year's foul up was email. Was there a cost to the District; maybe, maybe not, we do not know what it is, it was another screw up. I just do not get coming to this Board when it is time after time and say we want more money. You get more money for good service. We talked about bonuses before; he wants to give the guys bonuses because he is a nice guy and our guys do good work. If they were all terrible workers, we would say that are you crazy, get out of here. Having said all of that, Severn Trent {InfraMark}, is probably deserving of some sort of increase along the way because it has been a long time. Here is what I propose, this is what we are paying InfraMark right now in real numbers, copies and postage we do not have any control of that, records storage – that is a crock, \$150 per year give, me a break; office supplies - \$300 per year – again we have no control over it; postage and freight, FedEx almost \$1,000 per year for InfraMark to ship paperwork back and forth between their offices, and they do not care whether it is wasteful or not because we pay the bill. When you add up all those top lines, InfraMark gets \$58,534 and now we are going to go to the special assessment – they did not take \$3,000 off because they were nice guys six or seven years ago, they took \$3,000 off because they fouled up the tax roll preparation they sent to the Tax Collectors office, they blew it and it came back. They are still charging us \$8,822 every single year to do tax roll prep which is part of the job. They have to do it one way or the other, but they charge us extra for it. It is the punch of a keystroke on a computer and email the file to the tax collector's office that we pay \$8,822 for, it is a crock. Then we have records preparation and filing, which is Verbatim Minutes, for \$1,320; a total of \$68,676. Now that I went through all of that, what is the point? I would like to see one management fee for everything. Include all those items in one fee, if you waste money on copies and postage that is up to you, if you waste money on record storage – you have to store our records somewhere, why should we pay for it. If you use too many paperclips for \$300 that is on you, if you want to waste all that dough on FedEx, that is on you.

Ms. Suit: I hear what you are saying, but have you looked at any other management firm's contract – they all do that. If you are thinking somewhere down the line you are going to find a firm that is going to say we are not going to do that, go find them, because the reality is they all do it and they all lay it out like that. It is a cost to us to do business, this is not us nickel and diming you and we are thinking we can find five cents on that copy. The mentality is this is the cost of doing business; the reality is we are losing money on this District; it is not that we are not making money; we are losing money on this District. There have been errors and I do not discount that at all. We have paid those without question; so that, in itself, I think is kind of unique because not a lot of firms will just step up and pay that. I think going through the nuances of all this stuff is not the issue; the reality is we have not had an increase, we are losing money on this District, we have stepped up when errors have been made and paid them. We are asking for a \$9,000 per year increase and the Board can make that decision if they want, however they want to go with it. We can debate all of these things.

Supv Berube: Here is my proposal to the Board, we combine all of that stuff into one management fee number, and I would like to see the special assessment; and let's make that \$62,500 per year.

Ms. Suit: I do not think InfraMark is going to negotiate. They want an increase and if you say no we are not, going out RFP is the option, but to start trying to negotiate the reality is these are the numbers and we are asking for a \$9,000 increase. Taking away from one part and adding to another does not do the increase; that is what they are asking for and it is up to the Board. I enjoy working with this District and I think I have brought a lot to the table. I understand there have been issues in the past, but the reality is they have paid for them. It is up to the Board.

Supv Berube: If they had not spent all that money on the mistakes they would have been making money on this District.

Ms. Suit: It has nothing to do with those errors. I looked at the numbers and we are losing money on

this District based on the fact that there is a lot of time consumed with this District. I would say for the most part a lot of managers do not require a lot of assistance, but some of the managers do require a lot of assistance which I do not think you realize when you are doing the emails back and forth and the requests.

Supv Berube: Let us talk about that point. Supervisors and you, everybody that interacts with the District Manager must understand that every time her clock clicks she does not necessarily bill us for that time, but she records for all that time and it goes back to InfraMark, every hour she spends, every minute she spends. It ends up with all that District Manager time coming back at as now as “we are not making any money at the District”. We have to be careful with that when you pick up the phone to call.

Supv Bokunic: Do people abuse that?

Supv Berube: Some things get out of control, yes. There are a lot of emails that go back and forth.

Ms. Suit: When people start and I get email after email, and it is not really related to a decision the Board has made, somebody wants this or that, you have to understand to that when somebody gets upset about something and sends an email to all the wrong people in my firm, rather than sending it to me, guess what everybody opens it and if they look into it they are billing those hours. If they are sending it to somebody else saying it is not me, that is time out of their day.

Supv Berube: You are telling me you do not want to change the way this is billed. You do not want to combine and make this a simple monthly fee at some number. You want to keep the five line items at the top.

Ms. Suit: I do not think they want to do that; it is just not the way they do it.

Supv Bokunic: We are asking you to redo your whole accounting process.

Ms. Suit: And how we bill for every district. The amount you are talking about is \$2,400 or \$2,500.

Supv Bokunic: The point you are making is, if we do not accept what you have asked in the increase, then you are going to walk.

Ms. Suit: I have to go back to my firm with it.

Supv Farnsworth: Do you mean to say it that strongly?

Supv Bokunic: That is basically what she implied.

Supv Farnsworth: Before you say it that strongly, let me ask; are you open to something less?

Ms. Suit: No, the firm is not open to that. I have looked at the numbers with them, I have gone over the numbers with them, I have seen what the loses are, and that is aside from what we have paid back; this is just year over year. Honestly, in reviewing the numbers, I feel \$9,000 is acceptable.

Supv Berube: There is no doubt we get a good deal from InfraMark for managing this. Here is why; the HOA pays Association Solutions \$5,000 a month to manage a \$160,000 budget and a bunch of other ancillary items. At \$4,665 per month for basic management services this is probably a pretty good deal considering it is a \$4 Million plus budget, but that is not really the point. When you look at the whole thing it is not really \$4,665 per month. It is going to be \$67,000 per year give or take so you are over \$5,000 per month, but that includes the special assessment tax roll prep. I have some concerns about the way this came about. I get what they want to do. Asking us to make it retroactive does not fly.

Ms. Suit: I think we are getting off course; the reality is we are looking for a \$9,000 increase.

Supv Berube: The second thing is, it is not budget time and you want to plug \$9,000 into the budget. Clearly we have the money, but that is not the point. InfraMark knows how this process works; you want an increase, you come at budget time and say we need an increase. Having said all that, I really do not want to go

through the RFP, I do not like the position we are being put in at this time, and I think there needs to be a little bit of pushback; so what I am going to suggest to the Board is we do a prorated increase of \$4,500 starting December 1st, and then revisit this at budget time which starts in April or May.

Ms. Suit: Based on that it would not be until October because you are visiting your budget, but it would not be in place until October.

Supv Berube: My point is we have to fit it into the budget.

Ms. Suit: As you said, you do have it in the budget. If you started it for next year it would not be during the summer, it would be next October because that is when your budget would begin.

Supv Berube: I am against doing a budget revision for something that is none emergency. It is an emergency in your viewpoint, but not in mine and my fiduciary duty is to those folks out there whose money we are spending. This is always a negotiating thing. I have three other people surrounding me, Supervisor Bokunic, what do you think?

Supv Bokunic: When did you come onboard?

Ms. Suit: I think I came to the first meeting in March and took over as District Manager in May or June.

Supv Bokunic: If this had come prior to that or even the first couple of months I would have said let us go out for an RFP. It has gotten so much better since you got here.

Supv Berube: This is not a referendum on you. This is on your company with the service.

Supv Bokunic: Being the second newest guy on the Board, I do not have the history the others have. I think there are bigger fish to fry than us worrying about this relatively small amount of money. I would be okay with the increase as it is.

Supv Farnsworth: Right now, retroactively?

Supv Bokunic: Not retroactively, going forward. I understand Supervisor Berube's wanting to pushback. He has done a great job of keeping your prices low for a long period of time. I think in the scheme of things, it is a minimal amount and I would support it.

Supv Farnsworth: I come back to my original question – are you amenable to something other than a step increase; such as a scaled increase over three or four years?

Ms. Suit: That is the way it was supposed to work, but for some reason in 2012 that stopped. The bottom line is, no, they are not.

Supv Farnsworth: Well, then I have a problem. If there is no negotiating room, then I have a problem.

Supv Berube: To be honest, nobody has ever negotiated it, you are the first one.

Ms. Suit: That is what I am saying; they have not gotten the increase since 2012, which is in the management agreement.

Supv Berube: There is no management agreement, we never signed it.

Ms. Suit: You never signed a management agreement?

Supv Berube: It ran out and no one ever asked us to sign a new one.

Ms. Suit: It does not run out.

Supv Berube: We have not looked at the 3%. [138:40]

Ms. Suit: They recognize that. I am saying they have more than paid for their mistakes and they have also paid back for the mistakes. InfraMark is much less expensive than most of the District Management firms. You are getting good service now; you do have a firm in itself that I think is willing to step up when a mistake is made.

Supv Berube: I am going to walk you back six months. Do you remember those days? Was your level of frustration pretty high?

Ms. Suit: My level of frustration was very high.

Supv Berube: I get it. As Supervisor Bokunic said, I have done a good job keeping these numbers down low for a long time.

Supv Farnsworth: I look at your claim of a 3% increase per year, so forth and so on, and you truly expect, and get, this from other districts, as a standard 3%?

Ms. Suit: Yes. Your contract is like that.

Supv Berube: The contract was like that in the beginning until we stopped it. Supervisor Scarborough, what do you think?

Supv Scarborough: My question is simple; are they worth \$67,500; or whatever that number comes out to?

Supv Bokunic: That is pretty much what I asked in my mind.

Supv Scarborough: If they are worth it, then they are worth it.

Supv Farnsworth: That does not go back to an automatic 3% per year increase.

Ms. Suit: We did not state that.

Supv Scarborough: I do not care about any of that; I just want to know if they are worth \$67,500.

Mr. Dan Leet: I think if they have made their position clear, if we are happy with their service, and we do not want to go through an RFP, then it is pretty straightforward.

Supv Scarborough: Where I would negotiate is retroactive.

Supv Bokunic: That is off the table; it is going forward.

Supv Berube: It is a \$9,000 increase at this point, no sliding scale; \$9,000 until we have this battle again. Right?

Ms. Suit: You are anticipating something I cannot say.

Supv Berube: You are not going to reinstitute the 3% slide.

Ms. Suit: No.

Supv Scarborough: Will you get confirmation on the retroactive.

Ms. Suit: It will start after this meeting, so December. I am going to assume, like any vendor, they will ask the Board for an increase year to year but whether they get it or not.

Supv Berube: This is going against my better judgment, and when something happens I am going to remind you all of this.

MOTION made by *Supv Berube*, to accept the proposed InfraMark management fee increase in the amount of \$9,000 per year, but not retroactive, with increase to start with the December billing cycle, was seconded by *Supv Bokunic*.

Supv Farnsworth: That breaks down the \$9,000 into 12 equal monthly installments. It is still something to pick up in this year's budget.

Supv Berube: We will figure it out.

On VOICE vote, with all in favor, the motion was approved.

Ms. Suit: Thank you.

Supv Bokunic: Do not let us down.

Supv Berube: When you speak to Mr. Tarase or Mr. Koncar directly, this is the wrong way to do it; coming in asking for retroactive and doing it well outside the budget cycle. I know they look at our budget and know there is money there, and it is available, and I get it; but that is not the point.

Ms. Suit: To be fair, I do not think it came up until we got into the verbatim thing and then when the Board was going back and forth on it and wanted to keep verbatim minutes. They were looking at the numbers and I agree with you if we want to do it next year that is what we need to do.

Supv Bokunic: Please do not do this in the future.

a. Definition of Verbatim Minutes

[Previously addressed.]

b. Meeting Transcription Information

Supv Farnsworth: This was part of the verbatim discussion. What started me on this was the fact that there was a mention that the number of pages had increased. Well that was bull crap, they have not.

c. Review of Increase Rationale

[Previously addressed.]

ii. Meeting Action Items

[Previously addressed.]

E. Facilities Usage Applications

i. Lakeshore Park Soccer Fields; {Timing & Use Imprecise}

Ms. Suit: There was a request to use the soccer field, but I do not know how much use they want of it and I do not know if you want people on the field at this point.

Supv Farnsworth: It appears they are not even looking for the soccer field itself, just a space for small kids.

Supv Berube: A couple of things; this is a commercial entity that charges money and teaches little kids how to play soccer based in Orlando. They have some people from Harmony who show up in Orlando or wherever they are close to here, and said if you could bring this to Harmony that would be nice for us. I have no idea what the participation residents is going to be. It appears they need a square area for kids from two to eight years old. They are not clear on what times they want to use it, how many days, and how many kids.

Ms. Suit: They are saying 30 to 40.

Supv Berube: If you read it carefully, it says we need a flat grass space of about 10 by 20 feet, close to the restrooms since the program is geared towards young kids. A soccer field is not required. What I do not see is how many days. Obviously, we have to charge for this because that is our policy, but the only way we can charge for this is how many days and what do they need. This has to be returned for information, specifically how many days and how many hours do they want to use it.

Supv Farnsworth: We are guessing.

Supv Bokunic: We need more information.

Supv Berube: Let them know there will be a minimum charge of \$250. It may go more than that depending on how many hours they want to use it.

Supv Scarborough: What does \$250 cover? What does that get them?

Supv Berube: It gets them minimum usage. If they want 40 hours at \$5 per hour which is our minimum fee that is \$200, but we always charge a \$250 minimum.

Supv Scarborough: They get quite a bit.

Supv Berube: These soccer things charge these kids a lot of money and they always complain to us about the fees. If it was purely Harmony residents, I would be a lot more amenable to smoothing it out. This is an Orlando based corporation. Return for more information please.

NINTH ORDER OF BUSINESS

Topical Subject Discussions

A. Discussion of Non-Support re: Sun Terra Developer – as Posted on The Harmony CDD Website

[Previously addressed.]

B. Consideration of Extended Pool Hours

Supv Berube: We heard one person say they want extended pool hours. What does the Board think?

Supv Farnsworth: I am afraid of what the cost will be.

Supv Berube: The only cost will be installing the lights.

Supv Scarborough: The electricity.

Supv Farnsworth: Sooner or later staff has to show up.

Supv Berube: For ten years, those pools operated with no staff. Thanksgiving Day and the day after were CDD holidays; technically no staff and the pools were open. You do not have to staff the pools.

Supv Scarborough: There were parties and sex.

Ms. Suit: There is a certain wattage of lighting that is required at night.

Supv Scarborough: Can you get that from LEDs?

Ms. Suit: No, it is very expensive lighting that has to be installed.

Supv Berube: It is \$10,000 to light the pool.

Supv Scarborough: That is not bad.

Supv Berube: The pool already runs 24/7 with the heating, cooling and filters. The cost to run the pool is identical; the only cost of doing this is for the lighting.

Supv Scarborough: How are you going to get people out of the pool?

Supv Berube: You do not; the pool is open.

Supv Farnsworth: All night?

Supv Berube: Yes.

Mr. van der Snel: Field Services has worked very hard to make the pool a safe place and all bets are off after this 24-hour open time.

Supv Berube: You probably all saw the Facebook post where 190 people said we want later hours and about 50 people said we do not want later hours. I am just feeling out the Board since only two people showed up at this meeting to say, "Yes, we want it." A crew of two from the same house does not tell me there is an overwhelming demand from the residents. It is going to come up on Facebook again and I want to know the feeling of the Board, in general, not how long it is going to be open. Are you in favor of potentially lighting the pool to make it legal to stay open later?

Supv Farnsworth: Are we talking only the main pool?

Supv Berube: Yes. Only the main pool because it is away from houses.

Supv Bokunic: I am in favor of seeing how much it would cost.

Supv Scarborough: I am not against it, but there is more to be discussed.

Supv Farnsworth: If we can there.

Supv Berube: If the residents bring it up again, I will challenge that they need to bring it to the Board, and they need to come to the meeting so it can be hashed out in more detail. 190 people three weeks ago said yea, yea, yea.

[Supplemental Item.]

Ms. Suit: I had one other item. PoolSure has offered if you pay upfront a 5% discount. I do not know that this Board likes to pay for anything upfront.

Mr. van der Snel: Not with them.

Supv Berube: Not enough of a discount.

TENTH ORDER OF BUSINESS

Supervisors' Requests

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

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by <i>Supv Berube</i> , seconded by <i>Supv Bokunic</i> , with all in favor, the meeting was adjourned.

Kristen Suit
Secretary

Steven Berube
Chairman