

**MINUTES OF MEETING
HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, January 30, 2014, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Supervisor
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor

Also present were:

Gary Moyer	Manager: Moyer management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Bill Fife	Harmony Development Company
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Brock Nicholas	Harmony Development Company
Garth Rinard	Davey Commercial Grounds
Residents and Members of the public	

FIRST ORDER OF BUSINESS

Roll Call

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

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the December 19, 2013, Meeting

Mr. Berube reviewed the minutes of the December 19, 2013, regular meeting, and requested any additions, corrections, notations or deletions.

Ms. Kassel stated there were a couple of minor typographical errors, but nothing important to point out.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the December 19, 2013, meeting.

THIRD ORDER OF BUSINESS

Audience Comments

Ms. Kassel stated I would like to request that we move the discussion of the rules concerning fishing because of all the audience members in attendance. Therefore, I respectfully request we discuss that now.

Mr. Moyer stated I received two speaker request forms. The first is from Mr. Glen Boisseau Becker.

Mr. Becker stated I am a school teacher in Harmony, and my wife and I bought our property on Bracken Fern Drive nearly 10 years ago this spring. In my mind, I keep imagining a newspaper cartoonist having some fun sketching the way things are working out in Harmony. Harmony's favorite sport, day 1,602, as some of us grow long, gray whiskers sitting back on cracker barrels and endlessly re-deliberating whether the prohibition against fishing in the retention ponds ought to be revoked. I have been following this argument with keen interest, listening to all sides of the questions for a period of 10 years. While I am trying to be fair, the only argument I can remember hearing in favor of fishing in the retention ponds boils down to two words: *why not? I like it*, people say. Some people enjoy it. People ask, *why not? What is the harm?* Those of us who are leaning on the other side have a whole list of reasons why not. I will try to be brief in recapitulating just a few. The number one reason is safety. Most likely everyone in this room remembers that terrible day when a dog was seized and drowned by an alligator in the Bracken Fern pond behind Bracken Fern Drive. The dog was killed, the alligator was killed, and the woman who lived with the dog was devastated. It is not a happy story. I have friends living in nearby neighborhoods outside of Harmony who have told me first-person accounts of a cat being killed by an alligator, water birds being killed by alligators, cattle coming down to waterways to drink and being drowned and killed by alligators. I have nothing against alligators, but do we want to see a human child become the next victim? As we think about safety, there is the related concern of the very steep drop-offs in nearly all of our retention ponds, drop-offs that are nearly invisible from above the surface of the water. Many of the adults in Harmony know about the issue, bottoms that may be 25 or 30 feet deep. Talk to the youngsters who live near the ponds. That is what I have been doing. I have interviewed kids, some of them as old as seventh grade. How deep do you think these ponds are at their deepest points? I have

been hearing answers like *maybe three feet deep, almost five feet deep, it is probably deeper than a swimming pool*. One girl who was much younger said, *it is probably half a million feet deep, but that is okay because I can swim*. These youngsters have no concept of how it would feel to slide down a 25-foot embankment under water without having time to get a good gulp of air first. Mr. Bob Evans, when he was a member of this CDD Board, spoke eloquently and from personal experience about what it feels like to fish a drowned child's body out of a pond or a manmade pool. Is that the kind of fishing we want to be doing in Harmony? Think about what that would feel like when we have the first casualty. Think of the negative publicity, and if you like, think of the financial costs, lawsuits, insurance liabilities and ultimately the unsightly prospect of putting up a fence around every last retention pond in Harmony. Do the high schools in our area get to have retention ponds on their grounds? They almost always have a fence around their retention ponds. The administrators know that some risks are now being favored. There is another kind of consideration that I do not think is getting enough consideration. The founding principle behind the community of Harmony was supposed to be that people could live in harmony with animals and nature. The ponds are manmade just like the golf course, but they have become a special kind of wonderful ecosystem. Look at the waters of the ponds. Reeds and water plants two or three yards from the shore have become a habitat or a home, a nesting ground, for all kinds of animals.

Mr. Berube stated with all due respect, we appreciate your viewpoint. We got it and we are approaching five minutes on your time. I think there are a lot of people here who want to speak tonight.

Mr. Becker stated I have noticed in previous meetings, people have gone on for as long as 10 minutes without being interrupted.

Mr. Berube stated we do not want to be here until 10:00 at night. Last time we were here until 9:30 and it does not do anyone any good.

Mr. Becker asked may I have a minute to wrap it up?

Mr. Berube stated we got your point.

Mr. Becker asked may I have a minute to wrap it up?

Mr. Berube stated yes.

Mr. Becker stated along the edges of the ponds, we have all kinds of wonderful wildlife, including unusual turtles, and I have seen babies crawling their way into the water. They have

frogs and toads that I have not seen anywhere else. We have snakes, alligators, and water birds. Actually these animals ought to be respected and admired from a reasonable distance of a few feet away and not have their nesting grounds trampled on. I had to laugh when I saw one of the proposed rules. We will allow fishing, but we will not allow loitering or congregating. Does that mean the anglers have to keep moving as they are holding their fishing poles in the water? We cannot allow fishing without inviting congregating and loitering. That has been my experience. I believe that many people share my feelings because it is just the right thing to do. You will be sorry if we revoke this. There has been a lot of pointless argument about whether the rule is enforceable. Fishing has gone down from an everyday occurrence to nearly zero in the ponds I see. We do not need to turn this into a police state and call the sheriff's office. If I approach someone, I politely tell them, *I am sorry this is not the right place to be fishing. Why not try Buck Lake?* People will comply with that. If you allow them to fish from this lake, the problem is solved.

Mr. George Schiro stated I attended the annual Home Owners' Association meeting in September. It has been more than four months since then. I asked if the Association, which we all know is completely controlled by the developer, has any intention to help educate Harmony residents about the safety issues related to the gigantic natural gas pipeline running through the center of Harmony. The quick answer was no. In fact, Mr. Nicholas flippantly added, *You can do it.* Several of you were at that meeting also. Now that you have had months to think about it, does the Harmony CDD have any intention of informing Harmony residents about the safety issues related to a possible accidental leak from either of Harmony's immense natural gas pipelines?

Mr. Berube stated I never thought about it before.

Mr. Farnsworth stated I never thought about it before. I think you have done a pretty good job.

Mr. Schiro asked should you not take it up for a vote to help educate Harmony residents about this potential problem?

Mr. Berube stated it is publicly disclosed. The lines are all marked. There are yellow signs all along the pipeline that say, *Warning: Underground Pipeline.*

Mr. Schiro stated it does not say anything about 500 million cubic feet of gas going through there every day.

Mr. Berube stated this is not a CDD issue. I am sorry.

Mr. Schiro stated it is not a Home Owners' Association issue, either. Whose issue is it?

Mr. Berube stated it is yours.

Mr. Schiro stated everyone who is ignorant of these pipelines has a potential problem if a leak happens. If you use your cell phone when a leak happens, it will cause an explosion. No one needs to know about that? They should find out on their own?

Mr. Walls asked what exactly do you want? What do you expect of people?

Mr. Schiro stated I want some kind of a meeting like this to be held, publicly noticed, where the developer sends an email like he sends out in the mail about golf discounts, to let everyone know they can attend and find out about the potential issues if there is a serious leak from these pipelines, which run less than 200 feet from the Harmony Elementary School, the closest building in Harmony to these pipelines.

Mr. LeMenager stated that actually sounds like a good topic for a Conservation Café one Monday.

Mr. Schiro asked is that really the best we can do?

Mr. LeMenager stated you want a noticed meeting. That would be pretty good.

Mr. Schiro asked are you chuckling about that? It is pretty funny.

Mr. LeMenager stated actually I think it is a pretty good idea.

Ms. Kassel stated I do, too.

Mr. Schiro stated I do not think it is funny at all. I think it is more serious than the Conservation Café. Is that really the best we can do as a CDD?

Mr. LeMenager stated it is not a CDD issue.

Ms. Kassel stated you said you wanted the developer to send out an email. That is not the CDD.

Mr. Schiro stated the developer has the facilities to do that. They are already sending out the emails. The CDD does not send out emails.

Ms. Kassel stated that is correct.

Mr. Schiro stated the CDD asks the developer plenty of times to send out emails about public meetings. In fact, it used to send out emails about these meetings and suddenly they stopped. I do not know why. I am sure the developer would do that if the CDD asked them to.

Mr. Walls stated I submit we are talking about items that are not part of the CDD.

Officer Paul Mendez with the Florida Fish and Wildlife Commission (FWC) stated I am here today to talk about the fishing issue. I understand both sides of the coin here, people coming in and loitering, littering and other things like that. The bottom line is, this is not private property. The lakes are not private property. They are State property, so I cannot come in and enforce people who are fishing here. I cannot tell them over in St. Cloud that those retention ponds are outside of East Lake Toho. There are signs up that it is a City Ordinance. The only way I believe you can do anything about that is to put fences around them, which would take away from the beauty of the area. Or maybe you can get with the City and have an Ordinance put up, and then St. Cloud would have to do it. The sheriff's department cannot do it, and I cannot do it. If they are fishing in State waters, they are allowed to. I can check to make sure their licenses are current. If they are on someone's property or crossing someone's property, that can be considered trespassing. As far as fishing in these retention ponds, it is policy that they can do it. They are State waters.

Mr. Berube asked may I ask you a question about jurisdiction?

Officer Mendez stated yes.

Mr. Berube stated there is some disconnect here. The sheriff's office will have trespassing authority on the land side, and when it comes to the water, it is taken over by FWC.

Officer Mendez stated that is correct. If they are trespassing, then we can prosecute for trespassing on the land side. If someone jumps the fence to go into that back lake or something like that or they are on your property itself, yes, we can.

A Resident asked when you say on private property, if someone steps on my private property and I call you, they are off the property by the time I dial the phone. Is there any other recourse I have if someone trespasses on my property?

Officer Mendez stated you can ask them to leave. You can call us. Once we get there, if they are already gone, there is nothing I can do. I have to see them actually on your property.

The Resident stated that is basically worthless.

Mr. Berube stated it is the same thing with the sheriff's deputy.

Ms. Kassel asked how is it that the water is State-owned if it belongs to the CDD?

Mr. Nicholas stated the retention ponds we are talking about are all surrounded by CDD property. He is talking about the waterways. Effectively, the State manages all water, so it is hard to argue that. But they would have to cross CDD property to get to any of these ponds.

Officer Mendez stated I am not familiar with CDD property.

Mr. Nicholas stated it is the same thing as the City or a County. This Board can pass the same Ordinance prohibiting people from entering that land.

Mr. Farnsworth stated we cannot pass Ordinances.

Officer Mendez stated you would have to get the City to pass that Ordinance, and then you would have to get the City of St. Cloud to come in to enforce it.

Ms. Kassel stated we are not associated with the City of St. Cloud.

Mr. Walls stated we are in unincorporated Osceola County.

Officer Mendez asked do you have your own security department here?

Mr. Berube stated no.

Ms. Kassel stated we would call the sheriff.

Officer Mendez stated I am not sure the County passes Ordinances.

Mr. Berube stated in theory, the sheriff's department cannot enforce a *No Fishing* rule and neither will the FWC.

Officer Mendez stated that is correct; those are State waters. Private property is a pond under 20 acres inside of one person's lot. That would be a private pond. As soon as you put another person on the other side of that property who has access to that lake, it is State-owned. If you want to go the other route and maybe get a little fishing club for youngsters, I can talk to them and teach them about getting close to the water. I can teach them about alligators, angling and things like that. We do not want to have a police state, and I am not here to be that way. I am just here to explain the laws and if there is anything I can do. I will leave my card. You can call me, and I will talk to the youngsters or maybe work with you in another capacity.

Mr. Berube stated that would be good because we have the Conservation Café, as you heard reference a few minutes ago. It is nice to have a contact at FWC because we have a lot of wildlife here.

Ms. Barbara Kimmel stated I am against having fishing allowed in our ponds. There are a substantial number of issues regarding potential problems. If the Board does not meet the needs of the community for fisherman, we will find that our two gorgeous lakes are not enough for them or a newly built dock. We need to take care of some needs that may arise from this. As we already know, for the men who do come to fish, we do not have public bathrooms or garbage cans at their disposal. They find the Harmony grounds and lakes to be a satisfactory place to

urinate or throw their garbage, based on the fact that this has already happened many times. I must insist that if we pass anything, then we need public bathrooms at every pond and we need garbage disposal cans all around Harmony so we do not have a health hazard from all of these fishermen urinating and throwing their garbage all around. I also see absolutely no reason to invite random people into our community. Why advertise for them to fish here? It is public, but I do not see any need for Harmony streets to have non-residents who really have no reason to roam the streets, and I do not think we should give them one. Harmony is a beautiful community and the founding fathers and mothers knew what they were doing. Let us leave it.

Ms. Jill Tenney stated I am actually for fishing, mainly because the whole topic, to me, is an ambiguous thing. I talked to some people from SFWMD and asked them if fishing is considered a threat to major wildlife in and around retention ponds. They wrote back and said no, it is not. I talked to the local sheriff's department and he said this is a moot point if it is not being enforced. We just heard this other officer say that this is not enforceable unless you have a fishing license which you can buy at Walmart for \$17. I am compassionate toward people who live on a pond. You hike, you bike, you walk your dog and you do a lot of different things. If people are urinating, that is a crime. You can call the sheriff's office. That is exposure and hazardous waste. Actually fishing has nothing to do with that act. It is two totally separate acts. Not everyone who fishes will urinate on that property. I would just like to say that the point of fishing can be enforced. There is no State Statute prohibiting fishing in a pond. I would like to do some investigation.

A Resident asked do you live on a pond?

Ms. Tenney responded I live across from a pond. I am just saying the CDD is handling a multi-million dollar budget and worrying about a lot of different things. We had children climbing over fences, we had people destroying things, and we had people doing horrific things at the lake. We have a lot bigger issues than fishing, and most of these kids are outside doing this because they need outside activities and we are encouraging those things. No matter what the Board decides, every single person in here can still fish regardless if there is a sign or not because there are no legal ramifications. This is not within the legal authority of the Board to be able to do that. If they do, there are also ramifications of them trying to enforce something they legally have no right to do. For people who live on the ponds and people who are being disrespectful, I am very compassionate to that because I see people walking behind me and in

front of us in this beautiful area who are dropping trash constantly walking home. It is a character issue. The Board has been working on a topic that has been going on for years and needs to be laid to rest because regardless of what decision is made by the Board, we can still fish. It is not enforceable by the sheriff's office. They will not enforce it because fishing is not a crime. It is public property. You do have options to control access on those properties and that would control it. You are absolutely right; then we would not be able to have access to it. People have gone out and looked at every pond in Harmony which actually has access by foot. You can hike it, you can bike it, and in some places you can even drive a car up to it. As long as it is public access, you can fish. As far as people getting injured and hurt, this resident is absolutely right. People are hurt every day fishing. People are almost hit by cars, they ride their bikes and bust their knees and break it. My mother was riding her bike. She is an older woman who fell and busted her knee. These things happen. If your children are close to water, you need to supervise them. That is a parent issue. That is not a CDD issue. I hope the Board takes into consideration that we can pass fishing and get onto the rest of the rules, which we really need to get on because this is a rule that is a moot point. It cannot be enforced regardless of you putting out signs or not. I talked to someone who said the very steep slopes are done in ponds only by airports due to issues with birds.

Mr. LeMenager stated that is incorrect. You are correct that this has been going on for years, but a number of years ago, we did get pictures of what those ponds look like empty, and they are extremely steep.

Ms. Tenney stated they are steep, but as far as their standards for safety in the community, the steepness for the ones that they consider hazardous and ones they do are at the airport. It discourages birds from laying in those areas because of hazards. Most people who fish know that they are going to be fishing on the edge and they are going to be well aware of the water.

Mr. Berube stated in the interest of fairness, it has been five minutes.

Ms. Tenney stated thank you. That was just my point. I appreciate everyone's opinion on it, and I just hope that we can move forward with it.

A Resident stated I think this lady brings up a great point. The only issue that crossed my mind is something was passed a few years ago about fishing in the ponds I believe, and I do not see anyone fishing back on my pond. I do not see it, and we are on there all of the time. So

fishing as a point whether you pass it or do not pass it, I do not think passing it is going to bring a bunch of people back to the pond. I do not see the purpose to this whole thing. She brought up another point which struck me. What if people are fishing back by that pond? They are standing on CDD property and if a hook gets into a kid's eye, is the CDD responsible for the lawsuit at that point?

Mr. Berube stated that is a legal question. The reality is there are thousands and thousands of ponds all across Florida, all built with the same specifications that ours are. People are fishing in ponds all across Florida with alligators and other wildlife, and people are fishing in ponds with steep slopes and kids getting hooked and all that. The "what ifs" go on endlessly and that is not really what we are dealing with here.

The Resident asked what are you dealing with?

Mr. Berube stated we are dealing with what some of us believe to be bad public policy.

The Resident asked are you referring to bad policy meaning there is now something in place that says there is no fishing in the ponds?

Mr. Berube stated yes. It is incorrect to have it, in some people's opinion, and that is the whole debate. There are going to be some people who say fishing is okay, and there are going to be some people who say fishing is not okay. That is the debate and we get it. That is what we are debating here.

Ms. Joan Boisseau Becker asked who pays for the injuries or the legal ramifications of someone falling in, getting their life taken out? I had an uncle who lost his eye from someone swinging a fishing rod back. Who pays for that? Does the CDD pay for it?

Mr. Berube stated why would the CDD pay for it?

Ms. Kassel stated anybody can sue anyone.

Ms. Becker stated then this really does not concern the CDD because it is not a financial issue.

Mr. Berube stated it does not have anything to do with finances. There is a pool next door to this building that is a giant risk. There is playground equipment. There is a risk to everything. If we went by the lawyers and the what ifs, you just shut down the whole place, fence it all off, chain people to a bowl and do not let them move. I do not want to sound rude, but that is the reality. People go out every day, fall off of their bicycle as someone mentioned, get into wrecks with their cars, and run into trees.

Ms. Becker stated so your point is let us push the boundaries.

Mr. Berube stated no, my point is freedom. Let people do what they want to do on public property. There is no crime to fishing.

A Resident asked is the CDD public property?

Mr. LeMenager stated yes.

Ms. Kassel stated yes, but we regulate other facilities and we have rules on those facilities so that people have to behave.

Mr. Berube stated there are fences, gates and access control. It can go on and on. We are rehashing the same thing we have rehashed over and over again for five months.

Ms. Nancy Snyder asked what was the rule we passed before years ago?

Mr. Berube stated no trespassing. The actual statute that is referenced on the sign is *No Trespassing* because that is the only way you can limit what goes on in those ponds.

Ms. Kassel stated it is not the rule that was passed. The rule that was passed was *No Fishing in the Ponds*.

Ms. Snyder stated it will be enforced by the *No Trespassing* sign.

Ms. Kassel stated exactly.

Ms. Snyder asked what is the problem?

Ms. Kassel stated the problem is that some Board members want to change that because they believe in freedom to be able to fish in the ponds.

Ms. Snyder asked why is the discussion not about doing this in the lake?

Mr. Berube stated it is the same discussion over and over again.

A Resident stated if there is a sign that says *No Trespassing* on public property, then the *No Trespassing* rule that was voted on years ago is illegal.

Mr. LeMenager stated that is incorrect.

Mr. Walls stated it is not being enforced, and it will not be enforced

Ms. Kassel stated it has been enforced and it can be enforced. I disagree with what you are saying.

Mr. Berube stated we can go around and around with the same argument over and over again. You need to call the sheriff.

Ms. Kassel stated we are here to hear the audience.

Ms. Debra Baer stated I tell my kids that if you do not like it, then run for Congress and go change the law. It sounds like some people want to allow them to fish and some do not. The bottom line is, is there a law that says they can publicly fish there? If there is a law, then why are we sitting here wasting time discussing it and arguing it? This is a waste of time. You who are here on this Board, you probably do not have much time or freedom to do a lot of things. Let us move on. We know some want to fish and some do not want to fish, but we cannot change it tonight. Move on to an issue that maybe we can change so we can get out of here.

Mr. Jim Herring stated for 10 years, I have been living in Harmony. For 10 years, I have fished the lake, not the ponds. I have not heard anyone in favor of actually fishing in the ponds. Everyone seems to be against fishing in the ponds. The lakes have a dock where we can fish. It is not popular because I do not know people who actually come down there for fishing. Where do residents fish? Not in the ponds. The people who are fishing in the ponds are people who are coming from outside of Harmony. They park up on the main roads there and they fish in the big ponds.

Mr. Berube stated not all of the time, but it does happen.

A Resident stated because they cannot get into the lakes. Are the lakes locked?

Mr. Berube stated yes.

Ms. Kassel stated actually they can go onto the two docks that are off the path around Long Pond. They can go down those docks because they are not fenced off, so they can go there.

Mr. Charles Hendricks stated I live on a pond and just like Ms. Tenney said, I am for fishing. First of all, it is a law that is already in place. If it was that big of a deal, I think Florida would have already made it illegal to fish in retention ponds. It is kind of annoying that we are trying to create a law that is already a law, or create a law against a law that is already in place, so we are basically disrespecting the Florida State law. That is causing problems for people who want to fish, like my son. He is 10 years old. I have a neighbor two doors down who calls the sheriff on my son for fishing a pond. People talk about safety and alligators, but yet we will build a path around every pond in Harmony. It is like being a hypocrite. We do not want to affect the alligators, but we are going to build a sidewalk around the pond for people to walk around where alligators are prowling back and forth. Behind my house is a gravel path where kids walk back and forth to two ponds from which we know alligators travel back and forth. We are talking about concerns for safety and whatnot, and that is being hypocritical. To sum it up, from my

observation, I think the people who do not want to have fishing in the ponds are people who do not have children. I think allowing people to fish in the ponds might reduce some of the problems by adolescents who were causing a few problems here. Give them an outlet to go and do something after school and not worry about the sheriff's office coming out and harassing them about fishing in ponds. I think if people really want to fish, they are not walking into Harmony to go fishing when we have the City lakes and the chain of lakes with some of the best fishing around Florida. I do not think people are going to drive to Harmony and actually fish the Harmony ponds. I think we have residents here who would like to fish the ponds but are not fishing in the ponds because of being harassed by the sheriff's office, even though they cannot do anything about it. It is just annoying. It is kind of frightening to my 10-year-old son who would like to come after school and maybe throw a bobber out behind my house. That is my input. The sheriff does come out, but they will also say they cannot do anything about it and that I can keep fishing. They will ask if you have a fishing license with you. Again, I do respect those who are against it. I understand your concerns as far as people coming out and creating other problems, but as Ms. Tenney said, they are other violations that need to be dealt with.

FOURTH ORDER OF BUSINESS Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

The monthly aquatic plant maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours.

B. Landscaping – Davey Tree

i. Monthly Highlight Report

The monthly landscape maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours.

Mr. Rinard stated as you know, the last couple weeks we have had cooler weather and a couple of frost events. The property is showing the sign of the times in prevailing weather. We are due for fertilization in March. I am thinking that if weather cooperates, we will move that up a little bit and try to force some of the growth out and get some color back into the property. New rotations of annuals were planted at the beginning of the year. We have a couple of areas where we are dealing with some deer and some of the wildlife foraging on the blooms. I do not know if I have a remedy for it, but we are going to be trying some deer repellent next week, some new product that is being sent to us as samples. We will give it a shot and see what happens. Most of what I have used in the past has not been effective at all, but you never know.

With regard to mulching, we are coming to a close. We are not there yet. We still have a few areas, including U.S. Hwy 192, Lakeshore, the Estates, and some remaining areas on east Five Oaks Drive to finish up. Our last delivery is scheduled for the first of the week. I expect to have it done and wrapped up by the end of the week, possibly the beginning of the following week at the latest. We had some delays from the supplier not being able to keep up with our timelines, but those have been worked out and things are moving forward. On the tree work, the last three plus weeks we have been working on the interior trees in the neighborhoods. My Maitland office which is conducting that work has indicated that they are done. I am not ready to sign off on that because we will do our own internal review and check in behind them and make any notes on anything that we feel is not where it needs to be and come in and correct it. Beargrass alley landscape is done. I presume you have had a chance to see it.

Mr. LeMenager stated yes, I live there.

Mr. Rinard stated I have submitted an invoice for the minima jasmine. That invoice reflects the credit from the previous invoices that we discussed back in November. The balance of that work we took care of. Outside of that, I think that pretty much brings us up to speed to where we are.

ii. Invoices

Mr. Berube stated in this month's package, there is a series of late invoices that go all the way back to last May. The total is \$13,213. It indicates it is the last budget year. We do not have the ability to go back and put it into the last budget year.

Mr. Moyer stated that is correct.

Mr. Berube stated it is going to affect this budget year.

Mr. Moyer stated yes.

Mr. Berube stated that is just a little bit of a problem. Shame on us for missing the fact that we were not billed for the work that was done. The reality is, it is incumbent on us to pay invoices promptly and I believe you would agree that we do that.

Mr. Rinard stated yes.

Mr. Berube stated it is also incumbent on you to get invoices for work done to us promptly so we can pay them properly.

Mr. Rinard stated that is correct.

Mr. Berube stated that is all I am asking. Now, we have a giant bump in our budget. Granted, the money was there last year but it is all closed out. We finalized last year's financials. Now we are into this year and we have to accommodate \$13,000 into this year's budget, and that creates just a little bit of havoc. You operate on a budget. You know where I am going. I am not trying to beat you up and I know you say you have put in processes to avoid this in the future. This is nearly 1% of this year's operations and maintenance budget in one fell swoop.

Mr. Rinard stated I understand. It is not something that we can just easily take care of. I believe we have put the remedies in place. I am embarrassed that I have to stand here in front of you with this situation. To a certain extent, it is a bit out of my control. But as a representative of the company, I take the heat, which is why we put the checks and balances in place so it does not happen in the future.

Mr. Berube stated every month, we authorize different things to be done and there is usually a quote and a price with a vote and an agreement. Mr. Haskett is pretty much the administrator of all of that. Do you keep a spreadsheet of everything we have open? The answer no is fine.

Mr. Haskett stated no.

Mr. LeMenager stated on the other side, I do not see this as an issue at all. To me it is a zero issue. We did not spend it last year. How much was our surplus that we carried forward? I honestly have no idea why you are doing this.

Mr. Berube stated we should not get billed seven months later is what it comes down to.

Mr. LeMenager stated things happen.

Mr. Rinard stated the timing is the issue.

Mr. Berube stated it is not one thing. It is multiples. It just piles up. If you do not say anything, we will go this year and maybe we will get a bunch of bills 11 months from now that are late again. You have to say something and make sure it does not happen again. We beat it hard enough. You get the point.

Mr. Rinard stated this is not necessarily unique to Harmony and what I have had to deal with through the course of 2013. That is why I put the checks and balances in place, so it does not move forward. I have assurances through corporate that they have taken care of their end for it, but to protect what little I have left back here, I am putting my own in. I have done it with

other clients, too. It turns out I have to do it here, as well, again. I hope not to do it in the future, but I assure you that moving forward, invoices will be timely.

Mr. Berube stated fair enough.

Ms. Kassel stated the only thing it does affect is, now that we have this, the projects we were thinking of doing in terms of refurbishing may be in question. I did not bring them today because I saw those invoices.

Mr. Berube stated it depends on what we want to do. Clearly this adds \$13,000 into the line items that exist out there. But as Mr. LeMenager referenced, we had carryover from last year which went into the bank. If we still want to do the projects, clearly we can move money around and get things done.

Ms. Kassel stated yes, but we were also talking today about taking quite a bit of money out of our reserves to pay off something else.

Mr. Berube stated I am not advocating that we assign any new projects to them right now. Clearly, we are going to let this flow through the budget line items and see what things look like next month once this all gets adjusted. We can go back to that.

A Resident asked do you think we can take up a collection and buy a microphone or something? Some of us are getting old in age and I am one of them. I cannot hear you.

Mr. LeMenager stated you can move up to the front row. It would be better.

The Resident stated right now there are seats, but before there were not seats. You look so professional and you are doing a great job. I like to hear all the good things you are saying and really support you. It is difficult when you are hard of hearing. I do not mean to criticize, but just a kind suggestion.

Mr. Walls stated we will talk louder.

C. Field Manager

i. Dock and Maintenance Activities Report

The monthly landscape maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours.

Mr. Haskett stated I have a few changes or additions to the report you received. We did finish the handicapped pool lift. It is in place and operable.

Mr. Berube stated I saw the tag yesterday. Not everyone knows the fourth employee is on line, Mr. Gerhard Van der Snel. I have seen him doing several projects around town. He did the concrete pad, and it looks beautiful.

Mr. Haskett stated he is also a Harmony resident.

Mr. Berube stated I was in the pool the other day when it was warm, and he is looking forward to maintaining that pool since he is now a certified pool operator. He commented to me that someone ought to get in that pool and scrub those tiles. The work he did with the concrete pad under the pool lift was great. He was there doing some grouting around it, and he is very detail oriented. I was very impressed. It looks like for the fourth time, we have another good staff member joining the crew.

Mr. Nicholas stated you have a good crew on the CDD team.

Mr. Haskett stated Mr. Rick Druckenmiller and I also went to a certified pool operator class along with Mr. Van der Snel. We all successfully passed, so we are now certified.

Mr. Berube asked are we going to certify the other two employees?

Mr. Haskett responded yes, in February. Classes are the 13th or 14th, so that way all of the staff will be certified to test the chemicals. Mr. Van der Snel is going to be the primary person on the pools. I feel it is important for each area to have someone who is completely responsible for that, and they are all posturing to be able to help out on days off, vacations and things like that.

Mr. Berube stated with everyone being a certified pool operator, we will have a certified pool operator here seven days per week.

Mr. Haskett stated yes, we have to. Now that we know what we know, we have to.

Mr. Berube stated we did not have one before, so this was an advanced move here that worked out quite well.

Mr. Haskett stated yes, we will keep it all under control. Even though the pool company is here until April 1, Mr. Van der Snel is testing the pool on his own for all of the pools and the water feature. He is monitoring those things along with them, so we have a baseline of how things are operating, which will hopefully make this a smooth transition. We are looking forward to that.

Mr. Berube stated it is kind of behind the scenes, but when I look in those low enclosure areas around the pumps, frequently there are bags of D.E. on the ground and chemical jugs. I do not know whose problem that is, but I think the whole area, although it is out of sight, needs to be cleaned up.

Mr. Haskett stated he is working on cleaning those up because one of my first points was to keep those all cleared. The D.E. and the different chemicals and things that we use are going to be stored in a different location so that they are not accessible to anyone. We have those closets and facilities designed for that at each facility, so we will make sure that is adhere to. We did put *Danger* signs up. We thought that was important because you have chlorine and acid in those areas.

Mr. Berube stated I am not worried. It has ever been a problem before, but more and more people are coming here all of the time. More and more traffic comes through the pool areas. There is money involved with the products, and they can be dangerous and messy.

Mr. Haskett stated yes, it is a hazard that we need to control. Mr. Van der Snel has also gone through some of the neighborhoods checking on sidewalks, which is part of his salary structure and the advantage of having the fourth person. He has about 208 different locations that can be ground down and releveled. So we are working on that process and we have all of the tools to do it. As time allows, he will be going out and grinding sidewalks in your neighborhoods. I am sure you will see him out there.

ii. Buck Lake Boat Use Report

The Buck Lake Boat Use Report is contained in the agenda package and is available for public review in the District Office during normal business hours.

Mr. Haskett stated there is one mistake on the report. When I hit the “create” button on the new system, it put everything on Friday, Saturday and Sunday, which is incorrect. I finally got that resolved, and it now puts them all in chronological order and on the proper days, but the count is right. There were 59 trips and a total of 169 passengers, which is very nice. We had a lot of cancellations these past couple of weeks because of the weather. It seems like the system works pretty well. There are still questions of whether a resident could get on and cancel their own reservation. In talking to Mr. Mark Catanese, he felt that we did not want the residents to be able to do that. They can email Ms. Rosemary Tschinkel or me, and then we will update the system. He said putting that type of permission into the system would not be a good idea, so I am going with his opinion. It is simple; instead of signing on to cancel, it is a simple email to cancel.

Mr. Berube asked in the system, they can do that?

Mr. Haskett stated yes.

Mr. Berube asked it is like a trouble email or FAQ or something?

Mr. Haskett stated yes.

Mr. Berube stated I have not looked at it. Is it true that if we see a name and a resident name, that person handled their reservation online?

Mr. Haskett stated yes.

Mr. Berube stated if a resident cannot handle it and goes through Ms. Tschinkel, she puts her name on there.

Mr. Haskett stated that is correct, she does.

Mr. Berube stated I see Mr. Herring's name several times. Have you been using the system?

Mr. Herring responded yes.

Ms. Patricia Herring stated I thought Ms. Tschinkel was out of it now.

Mr. Haskett stated we would like her to be. We want it to be all automated, but you can still communicate with Ms. Tschinkel.

Ms. Herring asked who do I contact if I want to do a cancellation?

Mr. Haskett stated you can come to me, or you can call Ms. Tschinkel; either way we will get it handled.

Mr. Berube stated I wanted to know your experience with using it. Is it trouble-free?

Ms. Herring stated it is fine except I cannot cancel with it.

Mr. Nicholas asked so from the system, you cannot generate the email?

Mr. Haskett stated no.

Mr. Nicholas asked they have to do it separately?

Mr. Haskett stated no, they should be able to.

Mr. Walls asked can you put some language in the email that says if you want to cancel, click here?

Mr. Haskett stated I believe it does already.

Ms. Kassel asked does it send an email to the person who reserves it saying you are successful?

Mr. Haskett stated yes.

Ms. Kassel asked in that email, can there be language or a link if you want to cancel?

Mr. Haskett stated I believe it does. He said he was going to revise that since we discovered this issue.

Mr. Berube stated Mr. Catanese is pretty thorough. It would surprise me if he missed that.

Mr. Haskett stated I will follow up with him and make sure that is happening.

Ms. Herring stated the system is good.

Mr. Berube stated the best part of the system is that it is free so far. How are the boats? I see Mr. Herring's name on the boat log quite often.

Mr. Herring stated they are good.

Mr. Walls stated I saw him out catching fish last weekend.

Ms. Herring stated I noticed the record boards are gone that show the size of fish and other information. They disappeared.

Mr. LeMenager asked why would you take the records down?

Mr. Haskett stated I will check into it.

Mr. Berube stated it could be vandalism.

iii. Consideration of Bids for Floating Dock Replacement

The bids for a floating dock replacement are contained in the agenda package and are available for public review in the District Office during normal business hours.

Mr. Haskett stated this is the final proposal from The Dock-Ters. I sent pictures of the dock to everyone.

Mr. Berube stated when it was cold and windy a couple of weeks ago, I was watching those boats rocking and rolling down there.

Mr. LeMenager stated we have already paid this for the most part. It is just another \$4,500.

Mr. Berube stated I know what changed. But last month, we were going to ask them to do it in two stages but at the same price. I gather that did not go over well.

Mr. Haskett stated no, it did not because they still have all the large mobilization, which is a large barge on a large semi, and they said no.

Mr. Berube stated that is fine. It is fair.

Mr. Haskett stated they did come up with this proposal, which is a little larger dock, and we can still do it in accordance with our permits. The past proposal was for something slightly smaller than what we had.

Mr. Berube stated 480 square feet was the last proposal, and this one brings it to 570.

Mr. Haskett stated that is correct. That is what we were originally permitted for, and that is what we are allowed to replace it with. It is my recommendation that we do this.

Mr. Walls stated this is Phase 1, and then Phase 2 will come online later.

Mr. Haskett stated Phase 2 is still pending.

Mr. Nicholas stated we are now formally communicating with the agencies that are holding us up. It is going to be a while, so this is the solution we are recommending.

Mr. Walls stated this is going to cost a little bit more.

Mr. Nicholas stated I think what is happening is, you are maximizing your permit now which was not done before. That is what is happening with the add-on to this proposal.

Mr. Berube stated if we do the add-on, we are going to spend more than what we initially planned. Before, we were paying \$46.38 per square foot. This one takes it from an 8-foot by 14-foot extension to an 8-foot by 26-foot dock. It drops it to a little under \$45.00 per square foot.

Mr. Walls stated the second phase is unknown at this point.

Mr. Berube stated yes, it is unknown.

Mr. Nicholas stated that is correct. You may like what is there or this can take so long that we might have to get another quote him anyway for the second phase. We are starting from scratch on the addition.

<p>Mr. LeMenager made a MOTION to accept the proposal from The Dock-Ters for phase 1 of the floating dock replacement with a balance due of \$4,543.50. Ms. Kassel SECONDED the motion.</p>

Mr. Qualls stated you get all these proposals and you accept these proposals. I think technically you have a formal contract because you have a proposal and your acceptance on the record. This says nothing about what happens when he does not show up or address other issues. It is a simple thing to do if part of your motion to accept a proposal would just be to authorize execution of a contract. I would advise doing that as a good course of action since it would protect you in the event something goes wrong.

<p>Mr. LeMenager AMENDED the motion to accept the proposal from The Dock-Ters for the phase 1 of the floating dock</p>
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replacement with a balance due of \$4,543.50 and to authorize execution of a contract for said work, as discussed.
Ms. Kassel seconded the amendment.

Mr. Berube asked do you need to write the contract?

Mr. Quall stated it is essentially done. This is not rocket science. We would take the same one we did for the Davey tree trimming work, for instance, and plug in the right formula. It has protection for the District.

Mr. Berube stated two things are hot buttons for me. We already paid the deposit, which rankles me, but I understand. The other thing I do not see on here is a completion date. What are they saying?

Mr. Haskett stated when I spoke to him as he was redoing this, it was two weeks, and he was ready to go. I would say 30 days.

Mr. Berube stated that date becomes part of the contract. What is the penalty if they do not get it done in 30 days? We have some risk, and we have a need for a dock. Road building contracts routinely penalize the contractor if he does not get it done on time. Why should we not do that?

Mr. Qualls stated you can put clauses in contracts to try to protect you for that type of thing. I can look at what is standard.

Mr. LeMenager stated I guess it depends on how fast you want this in. Then you are just going to be negotiating back and forth. The dock will be a month older, and we will be talking about it next month.

Mr. Berube stated that is fine, if everyone is comfortable with it. You know these things can run over their estimated timeframe.

Mr. Haskett stated I can tell you the down time for not having boats available is going to be a very short window. It is going to be built offsite. It is going to be floated to that site. The posts will be put in and then we are done. It will be two or three days maximum where the boats are not running.

Mr. Farnsworth asked when you say the new posts are put in, how long is the removal of the old one?

Mr. Haskett stated from the looks of the picture, probably a couple of hours.

Mr. Berube stated somewhere in here before, it said something about permitting costs. What are we into for permitting costs?

Mr. Haskett stated there are no permitting costs. It is already permitted.

Mr. Nicholas stated we are replacing what is allowed pursuant to the original permit.

Mr. Berube stated it says remove and properly dispose of the existing floating dock. That means at their cost?

Mr. Haskett stated yes, that is all included.

Mr. Berube stated it is not included. It does not say that.

Mr. LeMenager stated yes, it does. The proposal says they are going to do all these things for this price.

Mr. Qualls stated we are going to make it clear that the work includes removing and disposing of the old dock.

Mr. Berube stated what I am getting at is, the \$25,812 is inclusive.

Mr. Farnsworth stated all of the line items are listed.

Ms. Kassel stated it does not say they will properly dispose of the old dock.

Mr. Berube stated this contract keeps changing and it is a problem. How long before you have the contract ready?

Mr. Qualls stated I think I can have a draft contract for Mr. Haskett to take to the contractor by Monday, if that is acceptable.

Upon VOICE VOTE, with all in favor, unanimous approval was given to accept the proposal from The Dock-Ters for the phase 1 of the floating dock replacement with a balance due of \$4,543.50 and to authorize execution of a contract for said work.
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iv. Miscellaneous

Mr. Nicholas stated I think I put in a note in the field invoice. Did that get included in the package?

Ms. Kassel stated yes. It was for security over the holidays.

Mr. Nicholas stated she overbilled you and she caught it in the audit. It was kind of like the Davey issue only in reverse. Instead of not billing you, we billed you too much and now you get some back. It is nice when we catch it and not you.

Mr. Berube stated it is nice that you catch it and admit to it, but there is not enough detail on the reports we receive for us to catch it anyway. It should not be very much anyway.

FIFTH ORDER OF BUSINESS

Developer's Report

A. Discussion of Sponsorship Opportunities for the Harmony Dark Sky Festival

Mr. Fife stated every year, as you know, we have the Dark Sky Festival coming up February 28 and March 1. This is our 11th annual festival. It is for two days from 5:00 p.m. to 10:00 p.m. As part of the festival every year, we try to get different sponsors to help out with different things. One program we have been trying to do is create a resident VIP area. We had this two years ago. We have a sponsor who is willing to cover the cost of that. Last year, we did not get one. I wanted to come to the CDD Board today to talk about the resident VIP area and see if you might be interested in being a sponsor of that.

Mr. LeMenager asked is this something we can do?

Mr. Qualls stated this is the kind of thing I would want to research before I advise you to do it.

Mr. LeMenager stated I am not sure we are actually allowed to do it.

Mr. Walls stated we sort of sponsor it already by letting them use our facilities.

Mr. Fife stated our normal sponsorship package for the resident VIP area is \$1,000. Included with that is an exclusive sponsorship of the VIP area created just for Harmony residents at the festival. It is a unique opportunity to interact with the residents of Harmony during the festival. Your company logo is placed on appropriate marketing material and the festival website. Two banners promoting your company are hung around the festival area. Your company logo is on our *Thanks to our Sponsors* banner, hung at the information booth. You have an opportunity to speak between stage acts. You get a 10-foot by 20-foot premium spot at the festival, promotion on the Harmony social media networks, and a golf twosome before the festival. That is the normal package we offer to all of the different companies. The plans for the resident VIP area this year are shown on the back where there is a drawing of the area. The 25-foot by 40-foot tent with seating area is just for Harmony residents. Along with that is a collectible VIP access badge with lanyard that would be designed *Harmony Dark Sky Festival*, as you see in the pictures for an example. We will have free drinks in the tent for the residents. That is to be determined on the weather. If it is cold, we will probably have coffee and hot chocolate. If it is warm, we will have soda, water and things like that. The same goes with the

snacks. If it is cold, we will have some warm cold-weather snacks. There is also a private stage viewing area with chairs at ground level and reserved bleacher seating for all of the residents. We will have special private meet-and-greet events with the keynote speakers on both nights. Tickets will be set aside for the planetarium shows at certain times both nights for the residents.

Ms. Kassel asked are you saying this area is going to be cordoned off for residents?

Mr. Fife stated just the resident VIP area. That is the tent and then there is a special walkway just for people who have access to it. Chairs sit in view of the stage, and part of the bleacher section will be cordoned off just for residents.

Mr. Berube stated do not get me wrong, but I think that the Relay for Life event was great and my wife was involved a couple of years ago.

Mr. Fife stated that is my second request listed below.

Mr. Berube stated the concept is the same whether it is *Relay for Life* or *Dark Sky Festival*. The sponsorships are really intended for businesses in getting their names out there and hopefully making people see their name and feel better about them and maybe increase their business. What gain does the CDD get out of sponsoring and putting our name out there, *Sponsored by Harmony CDD*, and spending the residents' money on what is effectively a private business? I like the festivals, but I do not know about this.

Mr. LeMenager stated I do not know if I should say this in a public meeting that is recorded, but I think, in general, the reason politicians get involved in sponsoring things like this is because their names will be listed. It will say Harmony CDD Steve Berube, Chairman, who happens to be running for reelection in November. It will not say that, but you get your name out there.

Mr. Fife stated that is why I chose the resident VIP area instead of asking you to sponsor one of the speakers on the stage. That is a little more generic where other businesses would take that, so I was trying to find something that would focus on the residents.

Mr. Berube stated it is easy to spend residents' money. I will take myself out of the seat that I am sitting in where I have the ability to make a decision like that and distinguish myself as a resident. If I showed up at the *Dark Sky Festival* and I saw *Sponsored by the Harmony CDD*, I would say I am not sure I like the fact that they spent my money on that. What is the reason for it? That is just my take.

Mr. Farnsworth asked what businesses have sponsored this in the past that are not supporting it this year? I get the impression that you are shy of some support that you have had in the past.

Mr. Fife stated in the past, Clancy & Theys used to support us when they were building the school and retail area. Now that they do not have any active construction going on, they are not supporting it anymore. OUC has moved their sponsorship away from *Dark Sky Festival*, and they now support the *Music Arts Festival*, so that is just more of a shift for that company. Toho Water Authority is sponsoring the *Dark Sky Festival* this year. We have Celestron, who is a telescope maker.

Mr. Berube stated most certainly Lennar because they sponsor everything. This is when I wish we had 40 people here so I could ask the audience members what they think.

Mr. Qualls stated I read through the powers of the District. I do not see the authority to spend money for this event. It is only supposed to go to maintain infrastructure, not for sponsoring events. That is not to say it is not a great idea, and people could sponsor it individually. I do not think it is something that I would advise the District Board to do.

A Resident stated I was talking to a resident who did not know what the Dark Sky Festival was. It is not very popular. She is not the only person who spoke about it. How many residents came to the *Dark Sky Festival* before they bought a ticket? It is a good opportunity.

Ms. Kassel stated but not for the CDD.

Mr. Berube stated my question is if we are going to spend \$1,000 of money that we have received from residents.

The Resident stated it would be money well spent.

Mr. Walls stated at the end of the day, I like the idea, but our legal counsel says no. I do want to point out, though, that we allow them to use CDD property.

Mr. Qualls stated that is correct, and I think there should be some consideration for that.

Mr. Nicholas stated the festival program is something that has grown to the point where now the demographics are such where it is a sellable commodity to sell interest into it. We are not going to be here forever, and the goal for our team is to get our festival program to a net zero financial impact and be able to hand it off responsibly to either the association or the CDD perhaps or someone so that it can live on and be enjoyed by the residents and not be a financial burden. This is a little bit of an extension to that, and maybe it is a stretch. He obviously went

for the resident VIP area because that makes the most interaction sense, but if it is not legal, it is not legal.

Mr. Berube stated Davey is a supplier for the CDD. You could approach them.

Mr. Fife stated they do not do monetary donations. They put in extra plants and do extra landscaping.

Mr. Berube stated I understand, and they gave us an extra Christmas tree. They do a lot of things without specifically saying they need more money. We have an engineering firm, as well as legal counsel. If the attorney bought a banner, likely it would say Young vanAssenderp, Counsel to Harmony CDD, or Boyd Civil Engineering, Engineer to Harmony CDD. There are people know who they are. We have Moyer Management Group and Severn Trent. Severn Trent gets a lot of money from us, so why should they not put they put their name out there and be approached? Every supplier we have is fair game, and it is pretty public who we are paying for what. We do not have to tell you who to go to, but then we can monitor who becomes a sponsor and who does not.

B. Consideration of *Paint the Town Purple's Relay for Life Initiative*

Mr. Fife stated since you lease the lampposts throughout the community, we are doing a *Paint the Town Purple* program two weeks before the *Relay for Life*. It will start April 19 and will wrap up with the actual *Relay for Life*. That is May 3 and May 4. They want to put purple ribbons on all of the lampposts all throughout Harmony.

Mr. Qualls stated I saw in the OUC contract that is permissible.

Mr. Nicholas stated yes, we can do a lot of things.

Mr. Fife stated before we started planning this, we wanted to make sure it acceptable to the Board.

Mr. Walls made a MOTION to approve the *Paint the Town Purple Relay for Life Initiative* request.
Ms. Kassel seconded the motion.

Mr. Berube asked if we are going to do this, is it limited to lampposts or would other things, such as trees and bushes, be included?

Mr. Farnsworth stated no bushes.

Mr. Fife stated we are doing a house decorating contest also, but as far as the CDD area, the only things we are requesting are the lampposts.

Mr. Berube stated we own other things, like Lakeshore Park.

Mr. Farnsworth stated the lampposts are the most obvious things that the people would see driving.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the *Paint the Town Purple* Relay for Life initiative.

C. Discussion of OUC Street Light Report

Mr. LeMenager stated with respect to street lights, we all got the email from Mr. Qualls at 3:00 this afternoon. I asked him some weeks ago to come prepared to discuss this. The discussion last month got me thinking. It has always been my understanding that when the money in the capital account runs out, then the developer will pay for the rest of the development. Now it appears that was for everything but street lights. Even worse, if we look at this, the decision was taken by our predecessors to fund millions of dollars' worth of capital expenses from the operations and maintenance budget and not out of capital. I am not really sure why this was done. Clearly, as is noted in Mr. Qualls's report to us, it was not that way in the beginning. Somewhere along the line, it got changed. It is not totally clear in the documents. I am not sure how it happened, but honestly I just cannot believe our predecessors did that. Who in their right mind agrees to a 20-year mortgage at 10.5%? What in the world were they thinking? This is not addressed to anyone in this room. The people in this room were not part of this, but the bottom line is, we have financed assets off balance sheet. It is a common corporate trick and this corporation did it.

Mr. Berube stated to a degree, you are absolutely correct. Those same predecessors took on the bond obligation at 7.25% for 30 years. To a certain degree, I agree with what you are saying.

Mr. LeMenager stated the reality is, they should be picking up the tab for the \$161,000 for the new neighborhood.

Mr. Berube stated that has not been the precedent. Looking back at what happened previously with both the bonds and the street light leases, it was the most convenient, economical option at the time, and now we are saddled with it. Like it or not, I think we are saddled with it. I read this whole report, I read through all of the bond agreements, and I do not like it either. But the bottom line is we have it, and I think we are going to have to take it. There are already 10 of these contracts, and we are coming up on number 11. Our issue tonight is, number one, how are

we going to finance this next one? Are we going to buy it out now and keep it as cheap as possible and then hopefully move forward and buy out some of these other contracts that we know are terrible?

Mr. LeMenager stated I understand. I appreciate all of the hard work you do in trying to save a few dollars here and there. This is not a few dollars. This is millions of dollars that have been slipped under the table on us. It just galls me to no end to realize that I paid off the bond on my house, but I did not really pay off my bond. I still have 20-year obligations here. I am sorry but this cannot be acceptable. My real question to the lawyer is not question two that he asked. My real question to the lawyer was, who is responsible for paying this going forward. I am not necessarily saying we can do anything about the past. I am saying we can certainly do something about the future. The option was absolutely presented to us that we do not have to do it this. We can install the lights in a different way, which then very clearly puts it in their court. My position is, the past is the past. I have no idea why in the world they did it, but going forward, all of the money has been spent in the capital accounts. I remember Mr. Evans talked about this once. The original people who started this thing up just spent money like crazy. He commented on it. We have gotten to that point. It is \$160,000 spread over x number of lots. They just raise the price of the lots to sell to the builders.

Mr. Walls asked what is your suggestion?

Mr. Berube stated presuming that we agree, which I do not, but I am willing to hear you out at this point. If you do not want to do what has been done in the past, what is your option? What do we do? Someone has to light the neighborhood.

Mr. LeMenager stated I am not disagreeing with that at all. I am just saying someone should pay for it. Should the developer pay for this directly or is this a CDD expense? If it is a CDD expense, then it should come out of capital. The capital has been used up. When the capital is all used up, the developer is responsible for the rest; ergo the developer is responsible.

Mr. Berube stated in 2008, this was done, and no one complained. In 2007, this was done twice, and no one complained.

Mr. LeMenager stated that is correct.

Mr. Berube stated the bottom line is, there is precedent here 10 times. I am not trying to be argumentative; I am just telling you what I think.

Mr. LeMenager stated I would like Mr. Qualls to address the question I had. The real heart of the question I asked was, when all of the money in the capital account has run out, is the developer responsible? I have always understood that the answer to that question is yes.

Mr. Qualls stated as far as street lights and in all my review of the documents, I did not see anything that would suggest that the developer is responsible. The way I analyze it is pretty straightforward. Chapter 190, Florida Statutes, gives this District the authority to maintain infrastructure, including street lights. That was from day one. The District should continue to maintain that infrastructure. The discussion of how to acquire that infrastructure and install it and maintain it is an important one, but in the end, it is the District that has the responsibility to maintain the infrastructure.

Mr. LeMenager stated no one is arguing that. The question is all about acquisition, and the acquisition should have come out of the bonds.

Mr. Qualls stated I am not an expert on the bond documents. Mr. Danny Tyler was the bond counsel. The way I read the agreement with OUC, Section 4.6, is OUC will always own those street lights. I am not an expert like you, but I do not understand how that is a capital cost of the District. The way I see it is, the District is essentially doing its job to maintain that infrastructure by entering into a lease agreement with OUC, where OUC says they will always own the lights and will always keep them. If anything should happen to them, OUC will replace them and they will take care of them. So the District is fulfilling its responsibility to maintain the street lights by entering into a lease agreement with OUC. That is the way I see it. I have read two of the existing agreements, and I have read the one that is in the agenda package. They are all pretty much the same, and they all have that Section 4.6. I do not see it as a mortgage where you make all the payments and then the District owns the street lights. OUC will always own those street lights.

Ms. Kassel stated this is an operating expense. It is not a capital expense because we are never going to own them.

Mr. LeMenager stated I thought we had the option to own them if we wanted to.

Ms. Kassel stated only if we put them in ourselves. In other words, in the new neighborhood which is an option that Mr. Nicholas said is a possibility, if we contract with a street lighting firm that provides the lights and installs them and we pay for it, then it is our

capital expense. We own them, and we maintain them or we have a contract with someone to maintain them, which is an option.

Mr. Berube stated Mr. Boyd has something to say about that because it is all in the engineer's report when you read it carefully.

Mr. Boyd stated you are buying the fixtures and you are installing them. You are always maintaining them yourselves. You will have electric meters, so you will be paying the electric bills on those lights, as well.

Mr. Walls stated at the 10.5% interest rate, for me, you are going to have to replace those lights at some point. When they get knocked over, when they fall over or whatever, OUC comes out and replaces them. We do not have to do anything. It seems like a good deal to me, and that is why we are talking tonight about getting rid of that 10.5% obligation.

Mr. Nicholas stated 10.5% looks prohibitive, and if you look at the 20-year life, it seems ridiculous at this moment in history. But 10 years ago, 10.5% was pretty reasonable, and 10 years from now, it might be again. Remember, that is a required rate of return that is mandated by the PSC on local utilities.

Mr. LeMenager stated all that rate says is they do not want to be in the lending business. All that rate says is they are going to do \$161,000 worth of work for us, and they would like us to pay them \$220,000 in interest to do it.

Mr. Walls stated there are governmental entities that do this all the time because they do not have enough money to light a full roadway. It happens and they pay that rate. That is just what happened.

Mr. Nicholas stated here is the way I see Mr. LeMenager's issue. The assessment math is pretty simple. It is a real, straight-line methodology and it basically says that with respect to operation and maintenance, we treat all landowners equally, no exceptions.

Mr. Qualls stated each property receives a special and peculiar benefit, and it has to be apportioned. It is not as if everyone is paying the same assessment, but everyone is paying the assessment that matches the special and peculiar benefit that is being received.

Mr. Nicholas stated the per-acre assessment is the same. You can make a really strong case that these things just ought to keep going as they have since the beginning because you have already installed that benefit in certain neighborhoods. The vacant lands are, in effect, subsidizing that benefit because they have not been levied any less of an assessment. One dollar

of operations and maintenance is \$1.00 spread equally among all landowners, no exceptions. How this conversation started was looking at some options to use some of that cash potentially to reduce \$1.00 of operations and maintenance, which is equally spread among all landowners. We are not your financial advisor. We are just answering questions. Mr. Moyer can help us if you took a different approach and what the methodology and retroactive analysis would have to be for those neighborhoods to pull money out of all of the vacant lands and put it into the areas that have received those street light benefits. The bondholders have relied on this information, the engineering and the process to assume a certain value in the collateral. Believe it or not, your home is worth more with an improved neighborhood somewhere else, not just where you live. That is how the CDD grows, and that is how the maintenance and infrastructure are applied over time. It is already in play. This is already happening now. Certain lots are receiving the benefit of street lights, and certain places without lots are paying for it. To change that now, you would have to change the methodology, as well.

Mr. Berube stated at a significant expense.

Mr. Nicholas stated you could be going back in time and you could be respreading a lot more costs on the neighborhoods that have been developed for 10 years, retroactively.

Mr. LeMenager stated I do not see that.

Mr. Moyer stated we would actually identify, with certainty and specificity, the lights within each neighborhood and assign a cost to that. Then that neighborhood would pay that cost. If we change the approach where we tell the developer to put the lights in and we just pay the electric part, which is different than any of the other neighborhoods, then that neighborhood would pay less than the other neighborhoods. You are basically losing whatever number of undeveloped lots are currently contributing to the payment of that operation and maintenance cost.

Mr. Walls stated you are moving it from the undeveloped lots to the developed lots, and they would pay more.

Mr. Moyer stated that is correct.

Mr. LeMenager asked what is the assessment based on? This calculation that costs so much money every year, is it so complicated it looks neighborhood by neighborhood?

Mr. Nicholas stated no, it is really simple, and that is why your argument does not work. It is extremely simple.

Mr. Berube stated you have a certain cost and a certain number of lots. If you take out the street lighting portion for that new one, that neighborhood is going to have to be separated out at a somewhat lower assessment to reflect the difference.

Mr. Nicholas stated because it would be paying for your street lights in the developed neighborhoods, as are all the vacant parcels, which also should receive additional relief under your assumptions.

Mr. Berube stated if we do that and the new neighborhood comes online, then a future Board could decide they did not like what we did.

Mr. LeMenager stated you do realize we are talking about the fact that we have been sitting here year after year doing budgets that did not mean anything. There is over \$2 million that we have to pay off. We are talking about using up a substantial portion of the rainy-day money you and I worked so hard to build up here, just say we had this hidden cost that we never really told you about.

Mr. Walls stated it has always been public. It has always been there. If we pay some of these things off, the idea is that we may be saving money over time.

Mr. LeMenager stated I am not disagreeing with that. I seriously doubt anyone in Harmony realized that the street lights have been financed in this way and that there were several million dollars' worth of, effectively, capital costs that are paid for out of your operation and maintenance fund. I wanted to make it very clear that is exactly what is going on here when you continually see your costs going up. I know at a certain level, the thing that would make the most sense to do is issue another bond to pay off the \$2 million and save a small fortune.

Ms. Kassel stated it is essentially what we are doing by the proposed arrangement.

Mr. Berube stated this got started like the fishing issue, with some small commentary somewhere along the line and then it grows. This whole analysis got started because every year we look at that budget. We look at \$380,000 or \$390,000 annually for street lighting. Our question always is, do we really need to pay this? That is why the analysis was done and that is why it is in front of us now. We have analyzed where the money goes, and we have been doing that for years.

Mr. LeMenager stated I do not disagree.

Mr. Berube stated to say our budget work is useless every year, it is not. We look at that number and ask what it really includes. Now we know. Our predecessors, as you mentioned,

got us here. What can we do? Try to work out of it if we are stuck with it. It is what it is. Mr. LeMenager wants to go with a different plan for street lighting in that neighborhood. Who wants to change the way that we are potentially going to light that neighborhood?

Mr. Nicholas stated I just want to add that the installation of Neighborhood H-1 is consistent with the bond documents. We paid for an installation for the junction boxes. OUC will connect to it with their infrastructure, so you cannot make any changes to the engineering in the neighborhood under discussion.

Ms. Kassel stated we are not actually proposing the idea of changing how we are lighting the neighborhoods. We are just changing how we are going to pay for it.

Mr. Berube asked is everyone fine with proceeding in doing that? Or do you want to stop this and pursue Mr. LeMenager's suggestion and do an alternative?

Mr. Farnsworth stated I do not want to change it.

Mr. Walls stated I do not think we have a choice.

Mr. Farnsworth stated I do not understand it well enough.

Ms. Kassel asked what is the question?

Mr. Berube stated deciding between the two choices for lighting that neighborhood as presented, or Mr. LeMenager's alternative of doing something different in that neighborhood.

Ms. Kassel stated I thought we were going to discuss this as a whole, rather than breaking it out into that neighborhood versus the other neighborhoods.

Mr. Berube stated we really need to discuss H-1 tonight.

Mr. LeMenager stated certainly on a going-forward basis, if we stuck with this mess, then we need to budget things like \$161,000 to pay for street lights.

Mr. Berube stated yes.

Mr. LeMenager stated that needs to be a budgeted item. That is not something where we are going to budget a few thousand dollars a month. We need to pay it.

Mr. Moyer stated I think your comment may be where we end up at the end of the day, notwithstanding the decision tonight. I think we should be consistent for this neighborhood as we have done in other neighborhoods. That does not preclude us from going out and looking at a bank deal at a rate that is well under the 10% and do a line of credit with a bank on a going-forward basis. As additional neighborhoods come in, then we could buy the street lights. But we

would not be buying them at 10%. I think for this example we can proceed, and we will just wrap it all together and do that whole list and come up with a much better approach.

Mr. Walls stated I think we definitely need to go down that route. I get it. This is going to raise the CDD assessments. It is going to happen because this is a lot of money.

Mr. LeMenager stated that is correct.

Mr. Walls stated there is nothing we can do about it, but if we can find better ways to do it, we should.

Mr. Berube asked why do you say it is going to raise assessments?

Mr. Walls stated we are adding new things to the budget.

Mr. Berube stated I understand that.

Mr. Walls stated we are adding new things to the budget by definition, unless we are taking things away.

Mr. Berube stated last year when we reviewed the budget, we discussed the fact that this neighborhood was coming online and we needed to add some money into the budget to cover what we anticipated some of those costs may be. That was one of the selling points of the 2% net increase in shuffling things around.

Mr. LeMenager stated yes, but we are talking about a \$161,000 payment.

Mr. Berube stated 2% is \$84,000, so we did more than half of it already. We typically carry forward more than that every year.

Mr. LeMenager stated here is the thing I would like a clear answer to. How much more money are these street lights going to cost us in Harmony? That is really the long term of what your taxes are really going to be. I realize it is assessments, but everyone thinks about it as taxes, so what we are really talking about here are your taxes.

Mr. Berube stated Mr. LeMenager is right, but our two largest line items every year are street lights and landscaping, end of story. We do not know where we are at. As we discussed last month with refinancing these, we discussed the amount of money that we let sit in the checking account, which is roughly \$375,000 at any given time, which is a lot of money. How do we finance this right now? As much as I hate to do it, we discussed taking money out of reserves and fund balance and other areas. The reality is, we ought to drop that \$375,000 that is sitting in there in cash doing nothing and write a check, in my opinion, to buy out these street light contracts and bring it down to the minimum monthly cost.

Mr. LeMenager stated with respect this, obviously I would prefer to have them pay it. Someone in the past was happy to do 20-year mortgages at 10.5%. I am not. I will never vote for that.

Mr. Berube stated if we take this on the way it is, at the end of 20 years, we will have paid \$321,847 for this contract. If we buy it right now, we pay \$161,000. So it is \$160,000 savings to spend \$160,000.

Mr. LeMenager stated yes.

Mr. Berube stated to me, that is no brainer math.

Mr. Walls asked what is your comfort level regarding reserves?

Mr. Moyer stated we have talked about the operating reserves, and we decided to fully fund the first quarter of our operating budget, which we did a couple of years ago. I think at that time, we talked about the reality that we are still directly assessing the developer, and those monies come in according to a schedule. So do you really need \$386,000 in the operating account? Probably not.

Ms. Kassel stated it is \$399,000 according to this balance sheet.

Mr. Moyer stated keep in mind some of that is because the monies already came in for this fiscal year.

Mr. Berube stated it is close to \$375,000 on a normal basis. The goal is \$125,000 times three.

Ms. Kassel asked are you talking about operating reserves or unassigned fund balance?

Mr. Moyer stated I am talking about operating reserves.

Mr. Berube stated look at the checking account. It is always \$375,000, give or take.

Ms. Kassel stated I was looking at the unassigned fund balance.

Mr. Moyer stated the operating reserve is independent of the unallocated fund balance. Could we live with less than a whole quarter of operating expenses? Given our current structure, I think we can do that.

Mr. Berube stated so the bottom line is, if we decide to, we can write a check now, take care of this and be done with it without touching reserves. It would come right out of that operating balance.

Mr. Moyer stated yes.

Mr. Berube stated that would still leave an unassigned fund balance of \$399,000, and then we could buy out some more of these if we decided to do that.

Mr. Walls stated keep in mind that unassigned fund balance fluctuates.

Mr. Berube stated I understand.

Mr. Walls stated in terms of going forward and financing future neighborhoods, that is a realistic option.

Mr. Moyer stated I think what would make sense is to see if there is any appetite from a bank to give us a letter of credit at a very low, tax-exempt, bank-qualified rate.

Ms. Kassel stated I thought Mr. Nicholas tried to do that.

Mr. Nicholas stated we looked at straight collateral loans, which are different. Mr. Moyer is saying maybe the bank would secure it with the assessments. That is a different approach, and Mr. Moyer would have to lead that effort, but it is a great option.

Mr. Walls stated we have these 11 contracts sitting out there. Obviously anything under 10.5% would save money for the residents. If we go ahead and explore that, I would be very open to it.

Mr. LeMenager asked are you talking about financing the past contracts or future ones?

Mr. Nicholas stated both.

Mr. LeMenager stated I am not in favor of spending one penny on interest going forward.

Mr. Berube stated we can avoid it.

Mr. LeMenager stated it is a capital cost that needs to be paid.

Mr. Berube asked can Mr. Nicholas comment on when the next neighborhood may be coming online, in general?

Mr. Nicholas stated lighting comes on after you accept the plat. The H-1 plat will be done and accepted perhaps mid to late March. The lighting would be installed and commissioned a month after that. For the next neighborhood to come online, we are aiming for completion around November, so that would bring it on around January 1, 2015.

Ms. Kassel asked what kind of neighborhood is it?

Mr. Nicholas stated it is a smaller neighborhood. Mr. Boyd has also been helpful identifying some synergies in planning. For example, future lots will not contribute the same incremental operation and maintenance as they had in the past. It will depend on how far apart the lights are spaced, the landscape tract widths, alley count, and linear feet for streets. It is a

mindful part of the planning process now, so the cost would be half or better in the next neighborhood. There will be no alleys.

Mr. Boyd stated they are going to be all County roads, no alleys. One very small tract would be a CDD tract, and it is going to be the tract that separates the road from the first homes across from the school. You want the CDD to own that tract.

Mr. Berube asked does this one have 36 lights?

Mr. Nicholas stated yes, it has 36 lights. I believe the linear feet of road is around 3,700 feet. It has been running about one pole per 100 linear feet if we look at past planning. In the future neighborhood, we can probably cut that in half and get that to one pole per 200 linear feet because of the way we are organizing the plan. I think in the next neighborhood, it would be safe to say it would be \$70,000 to \$80,000 for lights.

Mr. Berube asked the current plan to build-out is how many more neighborhoods?

Mr. Nicholas stated there are approximately 180 residential acres to develop, and that it is not a neighborhood count. It is a lot count. It is a maintained-acreage count. It is a linear-feet-of-streets count. It is difficult to put an exact multiple on where we are in the future.

Mr. Berube asked how many more lights do you anticipate?

Mr. Nicholas stated it depends if the next round of planning works, if we get good buy-in from the County, and if OUC likes the photo metrics. The lighting company is the last to agree to what we are producing here. Instead of doubling the lights to 1,400, you might get only 1,250 or 1,200. Harmony is only 40% complete with regard to development. The one thing you have done is lit all of the main phasing roads, so we are just really talking about collectors and internal roadways.

Mr. Berube asked is it safe to say that at build-out, it would be another 100 lights over and above these?

Ms. Kassel asked do you mean entry lights?

Mr. Walls stated no, he is talking about lot lights.

Mr. Berube stated I mean build-out of the CDD.

Mr. Nicholas stated at build-out of the CDD, you can have another 500 to 600 lights if you went by the old planning. I am assuming with what we have learned and best practices and so forth, assuming we have buy-in with the County agencies, you will not see that kind of incremental growth.

Mr. Berube stated I am just trying to figure out how many more situations like this we are going to have to deal with.

Mr. Nicholas stated there will be more.

Ms. Kassel stated we have almost 800 lights.

Mr. Nicholas stated 721 is what you have got installed today, and the next neighborhood is 36. However, eight of those are just completing a roadway lighting plan that was previously incomplete. On this particular neighborhood, only 28 are actually going into the neighborhood, which is about 25% more efficient than previous plans.

Mr. LeMenager stated so basically, we have another 400 to 500 lights at \$4,500 apiece to go.

Ms. Kassel stated they are less expensive now than they were then.

Mr. LeMenager stated I am talking about the current quote. The current quote is \$4,500 per light. We are sorry to tell the residents, but we have a couple extra million dollars to spend to finish this place.

Mr. Berube stated one piece at a time. The other question I had was, if we do a buyout, there is a \$1,120 monthly maintenance cost reduction and that shows on the line for H-1. It is not really for H-1.

Mr. Nicholas stated I will explain the process again. The community has been at a certain point for a number of years. The Board is looking at 1% to 2% assessment increases. You have not been used to neighborhoods coming online and the incremental operation and maintenance costs. In advance of H-1, we began to look for ways to help you offset some of that incremental cost. We tried to connect you and OUC in a negotiation to see if maybe some of these agreements could be shortened, bought back, and so forth. What we learned is, they have a 10% required rate of return as a rule, regardless of whether you pay it over time or you pay it all up front. They just add 10% to what they are charged by the vendor to source the lights. They were not going to negotiate on that. We had the highest people in our organization argue with their CFO, and it did not go anywhere. In lieu of that, we went back to them and reminded them that it is their infrastructure. The District is paying this fixed light and energy charge, which is about \$5,000 per month of the \$30,000 monthly bill with OUC. We started challenging assumptions. How many lamps have burned out over the life of these contracts? How many poles have been hit? How many fixtures have you replaced? We were trying to get to the point

where we could justify the maintenance fee per pole. As a result of the analysis they did, they came back and offered that if any of the contracts were restructured or bought out, they would give you basically 25% of that back, or about \$1,200 per month. That is their gesture because they could not really go anywhere with the way we first approached them, trying to get you some cash back. That is going to happen one time, regardless of what you pay off.

Ms. Kassel stated we still have to pay something off.

Mr. Nicholas stated they are going to re-tweak the maintenance formula and just reduce the bill by that amount.

Mr. Berube asked including if we buy out H-1 tonight?

Mr. Nicholas stated I do not know, but I think so.

Mr. LeMenager stated H-1 is different. We have an offer on the table from them.

Mr. Walls stated I do not think it matters which one we buy out.

Mr. Nicholas stated I do not think it matters, but I would need to verify that.

Mr. Berube stated the reason I questioned it is because you plugged it into the H-1 line.

Mr. Nicholas stated I plugged it in because it could only be done once. It probably should have been one line below that because it is going to happen as a result of what we did.

Mr. Berube stated we have time to deal with that. We need to settle H-1 tonight because you need to get lights ordered.

Mr. Nicholas stated we would like to turn OUC loose on that order to get the fixtures.

Mr. Berube stated we have two choices of taking on another 20-year contract, or approving the initial buy-out of this at \$161,852.47.

Ms. Kassel made a MOTION to approve the use of operating reserve funds to do a payoff of \$161,852.47 to OUC for street lights for Neighborhood H-1.

Mr. LeMenager seconded the motion.

Mr. Walls stated or whatever that amount is estimated, as of the date we paid.

Mr. Boyd stated there is no contract on H-1. Nothing has been signed.

Upon VOICE VOTE, with all in favor, unanimous approval was given to use operating reserve funds to do a payoff of \$161,852.47 to OUC for street lights for Neighborhood H-1, as discussed.

Mr. LeMenager stated with respect to paying off the others, I am now opposed to that. It is pretty clear we are going to have some regular big checks to be writing. You just said the next big check will be next January. If we are going to have regular big checks to go, then I am not in favor. The past is the past.

Mr. Berube stated I do not disagree. We need clarification on the \$1,120 per month because that is \$14,000 per year, give or take. Perhaps we could buy out a small one with the understanding that they are going to lower this because we bought out this contract. If they say yes, then we are done. We will deal with future buy outs at some point, probably after we find out the line of credit. If that is not going to apply, then we need to discuss what we would potentially spend.

Mr. Walls stated you would just move the money to one of the existing contracts we just approved.

Mr. LeMenager stated no. The motion very specifically said we are accepting option two.

Mr. Walls stated I think Mr. Berube is saying we want to pay for whichever one will let us realize the \$1,120 savings.

Mr. Berube stated I want to get that \$1,120 per month by buying one of these out.

Ms. Kassel stated so Phase 1, Addendum A is the smallest one.

Mr. LeMenager stated it is \$1,621.96 minus \$280.93; that is how much you save each month. It is the proposal. All the motion did was to say we accept proposal two.

Mr. Nicholas stated he is right, but he is just making sure that I can go back to OUC and clarify that we are saving \$1,120 as a result of that move and not some other move.

Mr. Berube stated that is correct.

Mr. Nicholas stated I understand that. We will do that.

Mr. Berube stated if the answer is no, if what we did tonight does not include that, then we need to revisit this and probably buy out one of these others. Why else would you throw away \$13,000 per year? We also save the interest on whatever contract we buy out. I think you get the concept.

Mr. Nicholas stated we argued very strongly, and that is what we got for it. We did not get the other thing you wanted, but you got that.

Mr. Berube stated thanks for your work in doing that, even though you are paying about 67% of the assessments. Hopefully we are doing the right thing and saving everyone money. It

is hard to tell sometimes. Mr. Moyer will discuss this line of credit option with CenterState Bank.

Mr. Moyer stated that is who we would start with.

Mr. Nicholas asked may I ask for a clarification on the motion? The proposal includes the lighting agreement. That was the last exhibit in the package. That is like what you will be entering. The only difference is the amount changes; instead of monthly, it is one fee.

Mr. Berube stated that is correct. So we are going to end up with a monthly fee of how much?

Mr. LeMenager stated \$280.

Mr. Nicholas stated yes, and the Chairman has the authority to execute that when we work it through OUC and then send you a draft.

Mr. Moyer stated exactly.

Mr. LeMenager made a MOTION to accept the Service Agreement for Lighting Service with the Orlando Utilities Commission, as amended, and to authorize the Chairman to execute said Agreement.

Ms. Kassel stated we are not accepting this contract. This contract needs to be changed.

Mr. Nicholas stated it is a template contract.

Mr. Berube stated the names and the numbers are all filled in.

Mr. Nicholas stated it is the same thing.

Mr. Walls stated I think it was implicit in the motion.

Mr. Walls seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to accept the Service Agreement for Lighting Service with the Orlando Utilities Commission.

Mr. LeMenager stated again, that was not aimed at you personally. I think you did a fabulous job on the project.

Mr. Berube stated yes, and thanks for carrying this through. I know that it took a lot of hours. You and I have met several times and changed it around. It is a difficult process, especially when dealing with a giant bureaucracy.

Mr. Nicholas stated we are sensitive to operation and maintenance increases, as well.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. December 31, 2013 Financial Statements

The financial statements are included in the agenda package and are available for public review in the District Office during normal business hours.

Mr. Moyer stated through December 21, 2013, we have collected 64% of the non-ad valorem assessment that we levied on the tax roll, as compared to 54% last year. We are actually a little ahead. On the expenditure side, there is really nothing out of the ordinary and we are under budget on those categories.

Mr. Berube asked what happens when we plug in that \$13,000 from Davey?

Mr. Moyer stated we will have to amend the budget. As you remember, we come back to you late in the fiscal year and have a budget amendment that trues all that up. To the degree we have spent every nickel of this budget, then that will be a hit against the fund balance.

Mr. LeMenager stated we will be negative this year.

Mr. Berube asked do we have an unanticipated line under landscaping or miscellaneous contingency?

Mr. Moyer stated yes, miscellaneous services for \$20,000.

Mr. Berube asked under landscaping?

Mr. Moyer stated yes.

Mr. Berube asked is it untouched?

Mr. Moyer stated no, we are \$1,700 over budget on that particular prorated line item.

Mr. Berube asked how much have we spent of that already?

Ms. Kassel stated \$6,800.

Mr. Berube stated if we decided to apply that \$13,000 to that line item, that would take up that line item and not affect the rest of the landscape budget.

Mr. Moyer stated yes, and that is what we would do.

Mr. Berube stated that way our landscape budget stays the same. We will not have any extra there, but at least we are able to keep our line items going the way we want them to.

Mr. Moyer stated that is a good suggestion.

B. Invoice Approval #165 and Check Run Summary

Mr. Moyer reviewed the invoices and check run summary, which are included in the agenda package and available for public review in the District Office during normal business hours, and requested approval.

Ms. Kassel stated I just had a question. One page had all of the trees on it. I did not understand that page.

Mr. Walls stated I think they are OUC credits.

Ms. Kassel stated it listed Davey, OUC and the CDD. I did not understand what that was.

Mr. Berube stated if you remember when we discussed that, it was part of the deal when they were wiping out all the trees along the right-of-way. OUC was going to pay that contractor a certain amount of money for chopping down the trees. OUC provided that money as a credit toward letting Davey move the trees. We received a credit from OUC that they would have otherwise paid the chopper, which goes against the total cost. That is why you see the OUC portion, but those are pretty much all credits. Then there was the Davey cost and our cost. When you take out all of the credits, we ended up at approximately \$5,300. I presume, seeing you approved it, that it went over. I look at it and it is what I remembered. I guess it was accurate.

Mr. Haskett stated yes, it is all valid.

Mr. Berube stated I think the anticipation was that it was going to cost \$8,000 to do the whole thing. About \$3,000 was coming from OUC, and those were rough numbers at that time. It was going to cost us \$5,000, and pretty much that is where it is at. I did not go back through the minutes, but that is how it all played out. The credits from OUC were all based on the size of the trees. That is why you see the caliper of various sizes. It would be hard to figure out now.

Ms. Kassel stated the only other comment I had to make was on the last bill from the attorney. It has nothing to do with Mr. Qualls, insofar as I am not complaining about Mr. Qualls. We spent over \$1,000 and probably considerably more than that on having our attorney look at Sunshine Law violations. I would request that we do not have any more Sunshine Law violations from which we have to pay more legal fees.

Mr. Berube stated I think we learned that lesson.

Ms. Kassel stated no, we have not.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the invoices, as presented.

Mr. Berube stated when we switched to Sprint, there was going to be a credit of \$100 per line for bringing those phone numbers over to Sprint. I went looking for it, because I did not see it on any bill. As it turns out, in November, we did not get a Sprint bill in the package. They applied that \$300 to our monthly bill, which left us with an \$87.04 credit. I cannot see it on paper, but the numbers work exactly.

Mr. Haskett stated that is correct.

Mr. Berube stated we got our money there. The second thing when we changed over to Sprint was, we had three phones that Sprint was going to offer a credit of \$40 apiece. I said we would be better off selling them on eBay. As it turns out, we were, and we ended up with just under \$160 for the three phones. It took six months to get it all done, so the Sprint changeover is now finished. We have gotten all the money we need out of that changeover and we are moving forward with Sprint. We just added a phone and changed some of the contract terms. I presume all of that was handled properly.

Mr. Haskett stated yes, it was just an add-on.

Mr. Berube stated we are getting better service out of Sprint than we got from our prior carrier.

Mr. Haskett stated they are adequate.

C. Consideration of Engagement Letter with LLS Tax Solutions Inc. to Provide Arbitrage Services for the Series 2004 Capital Improvement Revenue Bonds

Mr. Moyer presented the engagement letter with LLS Tax Solutions, Inc., which is included in the agenda package and available for public review in the District Office during normal business hours, and requested approval.

Mr. Moyer stated you are all familiar with our requirement to do arbitrage rebate calculations to establish if we have any liability that needs to be added to our financial statements. Even though we all know that we will not have any arbitrage rebate liabilities, we signed a certificate that said we would do this as part of the bond sales. The fee is \$600 and that is exactly what we have been paying before. That is the market for this work.

Mr. Berube stated LLS Tax Solutions is a different provider from who used to do this.

Mr. Moyer stated yes, we are expanding and getting more people involved, hoping that the rates will come down. We have used the auditors to do it. We had a company that came into the market a couple of years ago, so I think this is the third company that is doing this work. The fee is exactly the same.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the engagement letter from LLS Tax Solutions, Inc. to provide arbitrage services for the Series 2004 Capital Improvement Revenue bonds, in the amount of \$600.

Mr. Nicholas stated the process for the new plat is, Ms. Alice Carlson adds 6% to the assessments because she grosses up all of the base assessments. Two percent goes to the tax collector, and 4% is for the discount, assuming everyone pays late.

Mr. Moyer stated that is correct.

Mr. Nicholas asked where does that money go for the people who do not pay late?

Mr. Moyer stated it goes to fund balance.

Mr. Nicholas asked do we know how often that has occurred or what portion of the additional fund balance is from that extra gross-up?

Mr. Moyer stated yes, we can tell.

Mr. Nicholas asked did you Board members understand that? There is probably a significant amount of money, based on the fact that is how it is budgeted.

Mr. Walls stated it is built-in reserves. We typically do that at the County level, too.

Mr. Qualls stated you assume everyone will take the discount.

Mr. Moyer stated that is correct.

Mr. Berube stated your question is how we account for that.

Mr. Nicholas stated I just wondered where it went. Does it go back to the bondholders? Is it somewhere else?

Mr. Moyer stated it will stay within the fund that we levy. If you remember, we had to come back and increase the assessment on the debt service fund one year because we had used that money over a period of time to keep the assessment level. Those stay within the various funds.

Mr. Berube stated again on budgeting, every once in a while there is a line that says prepayment of principal. Is that prepayment of bond obligations?

Mr. Moyer stated yes. Mr. LeMenager paid his off, and it went into the prepayment account.

Ms. Kassel stated I paid mine, too.

Mr. Nicholas stated the builder has done it.

Mr. Berube stated that is not something we are doing here. It is a matter of what goes on externally.

Mr. Moyer stated yes.

Mr. Berube stated money goes into that account when there is enough in it. I see it every once in a while, but I do not remember doing anything for it.

Mr. Nicholas stated it depends on the individual landowners. There is nothing for you to do.

D. Public comments/Communication Log

The complaint log is contained in the agenda package and is available for public review in the District Office during normal business hours.

E. Website Statistics

The website statistics are contained in the agenda package and are available for public review in the District Office during normal business hours.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Discussion of Rules

Mr. Qualls stated the latest draft in the agenda package that was also emailed very early in January reflects the discussion from the workshop and the two subsequent Board meetings. I have not heard nor did I receive via email any comments, except one Supervisor correctly pointed out on Page 4, the rule that was taken from Fishhawk. It makes a distinction between a resident and a non-resident, and this District already has rules to that effect. It is public, but non-residents have to pay the fee. Some language in there needs to be adjusted. It is comment TQ10 on the right hand side. That is the only comment I received since emailing it to you.

Ms. Kassel stated I have some comments.

Mr. Berube stated we will go through this and make our changes like we did the last time. I think you gave us multiple choices on the fishing and no fishing choices that we boiled down

to. What I would like to do tonight is get us to clearing up the typographical errors that are in here and settling on two choices of the six that are here. You say five, but I see six. Whatever the case, I would like to settle on two choices, one that is basically no fishing and one that allows fishing. This way we will have a finalized package that we can print and go to the public hearing with.

Mr. LeMenager stated that is a good idea. Our attorney has advised us numerous times that we should not be really talking about fishing or no fishing; we should be talking about the actual use of the ponds.

Mr. Qualls stated the maintenance.

Mr. LeMenager stated the reason the ponds are there.

Mr. Walls stated that is what my position has been for a long time, why the rule is even there. I would like to just take it out.

Ms. Kassel stated perhaps we can start from the beginning because I have some comments on page 2.

Mr. Berube stated we are all in agreement we are going to finalize this. We are going to take out all of the typographical errors and do all of the adjustments and come up with two versions of the fishing/trespassing pond use, one of which will be some areas of no fishing and the other one will be to allow fishing. We are going to condense our six choices to two, so we can have a final version we can take to the public hearing. After the public hearing comments, we will take a vote on fishing or no fishing, trespassing or no trespassing.

Mr. Walls stated my preference would be that we move toward that public hearing next month. This way we can get this done and move onto the budget and other things.

Mr. Berube stated yes, that is why I want to get it down to two choices tonight and take it to the public hearing and make that decision.

Ms. Kassel stated 1.11.2, I think it would be good to include on the second line, *but who also owns and from time to time occupies a home*. That way it is clear that they occupy the home at least some of the time.

Mr. Berube stated the problem with that is we can easily tell who owns the home, but we cannot easily tell who occasionally occupies that home. There is no way of determining it that I know of. Would you ask people to sign in a card when they are living here and then sign out when they are not?

Ms. Kassel stated no, this is meant for people who are seasonal owners or vacation owners, but they are not renting out their house.

Mr. Walls stated it already says, *but does not rent out their house*.

Mr. Berube stated it says, *does not rent out, either on a long-term or short-term basis*.

Mr. Walls stated as long as they own the house and do not rent it out, they are included.

Mr. Berube stated whether they occupy it or not.

Ms. Kassel stated I am sorry, I do not see what you are talking about. I see 1.11.3 is crossed out. I am not sure what you are referring to.

Mr. Berube stated you have a different version. Your 1.11.2 is two lines.

Ms. Kassel stated yes.

Mr. Berube stated you have the previous version.

Ms. Kassel stated I have the version that was sent in early January.

Mr. Qualls stated in that version, there were some Supervisor comments that were received that have been incorporated in the new version and plus the District Manager made some changes.

Mr. Berube stated here is the final version.

Mr. LeMenager stated I think the latest version is the one included in the agenda package.

Mr. Berube stated that is correct. I did the same thing.

Ms. Kassel stated I see.

Mr. Berube stated I looked and compared and reprinted it.

Ms. Kassel asked what is 1.12? One of the things that it does not address is family members. It just says, *who includes parents and children*, but what about relatives who do not comply?

Mr. Berube stated *this does not include visiting relatives or extended family not residing in the home for fewer than seven months per year*.

Ms. Kassel stated yes. But what about other family or extended family living in the home who are not parents and children? You are essentially defining *family* as a nuclear family.

Mr. Walls stated no, it says *a group of individuals living under one roof or head of household*.

Ms. Kassel stated *this can consist of individuals who have not yet attained the age of 18 together with their parents or legal guardians*. It does not say *must*.

Mr. Walls stated I think it is trying to provide an example that everyone who lives in your house on a full-time basis or seven months per year is included.

Ms. Kassel stated all I am saying is, it looks like it may exclude everyone but a nuclear family, and I am hoping this will be addressed.

Mr. Berube stated it is all going to go by the address. That is how we tag it for the most part.

Mr. Haskett stated that is correct.

Mr. Berube stated last names really do not matter a lot, so I think we are okay. Are you okay with 1.11.2 with the additions that you do not have included on your page?

Ms. Kassel stated yes.

Mr. Berube stated I have one comment on 1.11.3 just for a little clarification. It says, *A renter renting inside the boundaries of the District*. I think it should say, *a renter residing inside the boundaries of the District*. If he is a renter, we know he is renting, but we do not know he is residing. It seems obvious.

Ms. Kassel asked under 1.13, has *patron* been removed?

Mr. Berube stated yes.

Ms. Kassel stated has *amenity* been replaced with *District*?

Mr. Berube asked do you mean at the end?

Ms. Kassel stated yes.

Mr. Berube stated at the end of the paragraph is *to participate in the use of the Amenity Facilities*.

Mr. Qualls stated I will strike *Amenity*.

Ms. Kassel stated 1.14 "*Non-Resident Owner*" shall mean a property owner who, not *that*.

Mr. Berube stated the way I see it, after 2.2, you have 2.3. That looks to me like choice number one, *Fishing is prohibited in all District-owned ponds*. That would be choice number one.

Mr. LeMenager stated no, I disagree completely. It is not about fishing. It is about the use of the ponds.

Ms. Kassel stated *District-Maintained stormwater drainage system ponds*.

Mr. LeMenager stated that is the one I like. You explain what the ponds are there for and that is the only thing they are for. It is nice and clean, and it incorporates more ideas. So fishing is not allowed. What about swimming? What about putting a motor boat in the water? What about everything else you can do in a pond?

Mr. Berube stated that is fine. I am just going by the choices that he laid out. Clearly that was a choice.

Mr. Walls stated Ms. Kassel and Mr. LeMenager are in favor of option three for the comment here.

Ms. Kassel stated we are in favor of the option that says, *District-Maintained Stormwater Drainage System Ponds*. However, I am concerned about *except in specifically designated locations for pre-approved activities*. For the purposes of tonight, I am okay with accepting that for further discussion.

Mr. Berube stated as printed here, the first one, *2.3 Fishing is Prohibited in all District-Owned Ponds*. We want to scratch that one.

Mr. LeMenager stated that is the current rule.

Mr. Berube stated scratch that.

Mr. LeMenager stated yes.

Mr. Farnsworth stated the second item is the current rule.

Mr. Berube stated no. I am trying to eliminate what is on the page.

Mr. Farnsworth stated I understand.

Mr. Berube stated we agree that we are going to scratch *Fishing is prohibited in all District-Owned Ponds*. Is that correct?

Mr. LeMenager stated yes.

Mr. Berube number two, the way I read it, your suggestion is taken out so there is no rule. We are not addressing fishing, ponds, or anything in any manner.

Mr. Qualls stated that is correct and this is not an exact science. The first one was the current rule, the second option was to strike the current rule.

Mr. Berube stated so we would have no rule.

Ms. Kassel stated you would have nothing there.

Mr. Berube stated do not address it at all.

Mr. Walls stated that is my preference.

Mr. Berube stated we are going to leave that one there for the time being. Now we move to the third one, which is 2.3 as printed, *District-Maintained Stormwater Drainage System Ponds*. Does Ms. Kassel have the agenda package where you can read the current one?

Ms. Kassel stated it is the same one.

Mr. Berube stated that did not change at all.

Ms. Kassel stated that did not change.

Mr. Berube stated clearly, that is a no fishing rule.

Mr. LeMenager stated that addresses all uses of the ponds.

Ms. Kassel stated it would be anything in the water.

Mr. LeMenager stated that is correct.

Mr. Berube stated we are going to keep that one.

Mr. LeMenager stated yes. At a certain level, I agree with Mr. Walls's point. You either do this, or you are completely silent on it. I tend to think that is the choice.

Mr. Berube stated we have the next one which is, *District-Maintained Stormwater Drainage System*, and it goes on and on.

Mr. Farnsworth stated why not just skip that and go to the next one after that Option 4.

Ms. Kassel asked skip Option 4?

Mr. Berube stated no, Option 4 is what I just mentioned, *District-Maintained Stormwater Drainage System*. That one allows fishing and puts all of the rest of the rules in.

Mr. Qualls stated what I hear is to take that one off the table.

Ms. Kassel stated that is what I thought Mr. Farnsworth just suggested.

Mr. Farnsworth stated the one that follows it is a lot more comprehensive and it is better worded.

Mr. Berube asked do we agree we are going to eliminate Option 4?

Mr. LeMenager stated yes.

Mr. Berube stated we will scratch that and it goes down to the next line which is 2.3, *Fishing within the boundaries of the District is authorized only within the designated area in Buck Lake*. That is another rule. Should we scratch that one?

Mr. Farnsworth stated that should be scratched.

Mr. Walls stated yes.

Mr. LeMenager stated I agree.

Ms. Kassel stated with everything else we are considering, scratch it.

Mr. Berube stated the last one is 2.3 and 2.3.1, which is a very comprehensive list, and most of the text was provided by Fishhawk after careful consideration at their facility. This one is pro-fishing as well, in effect. It allows fishing.

Mr. Qualls stated may I say from a legal standpoint this is fraught with a lot of problems. We could talk about this until 2016 to get this one straightened up.

Mr. Walls stated it goes back to what we discussed before and what you can and cannot enforce. A lot of these suggestions are good. We cannot go tell someone they cannot stand there.

Mr. Berube stated that is correct.

Mr. Farnsworth asked are you saying that one was better worded than this one?

Mr. Qualls stated I tried to address it in the comment, but I see a lot of legal issues with the Fishhawk rule.

Mr. Berube stated every line gives people reason to argue with the lawyers.

Mr. Qualls stated I do not set policy; the Board does. I am just telling you from a legal standpoint, there is a lot of room for interpretation. This has opened up a whole new can of worms, but I think it certainly addresses some of the challenges that come up if you are going to adopt a rule that says you cannot fish as opposed to remaining silent on the issue. This gets into an area I do not think the District has the legal authority to get into.

Mr. Berube asked is it staying or going?

Ms. Kassel stated it goes.

Mr. LeMenager stated I agree.

Mr. Walls stated it goes.

Mr. Farnsworth stated I am concerned if the vote comes down to either 2.3 or no 2.3, since it appears to be what you are coming down to. I am leery of not saying anything about it.

Mr. Walls asked what is there to say that is not already governed by law?

Mr. Farnsworth stated I can be convinced.

Mr. Berube stated it comes down to the same thing. If someone is making noise in someone's backyard and you do not like it, you call the sheriff's office and get them tossed.

Mr. Walls stated I have talked to deputies out here and they said the same thing as the Fish and Wildlife Commission officer, who was here earlier. They are not going to trespass

people. I called the Agricultural/Marine Division today at the sheriff's department, and they told me three things. First, they encourage kids and adults to fish.

Mr. Farnsworth stated the other things regarding boating on the ponds is already covered by State law, so we do not have to reiterate anything like that here.

Mr. Walls stated that is correct.

Mr. Farnsworth stated I am fine with that.

Mr. Walls stated just to let everyone know, the sheriff's department encourages people to fish because it is crime avoidance, by definition. If a kid is out there fishing, they are not getting into trouble because they are doing something that is not illegal. The second thing they told me is, the sheriff's office is not going to go before a judge, if it came to that, and say we trespassed this person, this kid or whomever it is, because they were fishing, and especially not when they are doing it in a public pond that is not gated and where other people can be as long as they are not holding a fishing pole. They are not going to do it. The third thing they told me and this is really the most important, if people are causing trouble, being loud, relieving themselves in someone's backyard, leaving a mess, or driving vehicles where they should not be, we are supposed to call the sheriff's office. They said they would be more than happy to work with the residents of Harmony. They want to make the residents of Harmony happy. If there is trouble like that going on, they are going to come out and he said they will take care of it. They will make sure that word gets out that they are coming out to take care of those things. This is what they told me. It basically goes back to what the Fish and Wildlife Commission officer said. They are not going to make people stop fishing. They are not going to arrest them, and they are not going to trespass them.

Ms. Kassel stated they will ask them to leave, and that is what we want.

Mr. Walls stated they may come and be nice and say you have to go, but if someone says they are not leaving, they are not going to do anything. They just are not, and they have told me they are not. I have been told this by several people.

Ms. Kassel stated they have asked people to leave.

Mr. Walls stated they may ask them to leave, but if I tell them no, they are not going to arrest me.

Mr. Berube stated that is correct.

Mr. Walls asked why are we trying to regulate something we cannot regulate? The State law says fishing is legal. If the sheriff's office is not going to trespass people, why are we getting involved?

Ms. Kassel asked which one are we going with?

Mr. Farnsworth stated we are leaving two options on the table.

Ms. Kassel stated we are deleting everything but two options that we are deciding on now.

Mr. Berube stated yes. We need to finalize this. We have to make a decision. We need to bring this down to something that can get printed, published and brought to a public hearing.

Mr. Qualls stated I think you are there. The two choices I see are striking existing Rule 2.3 or striking Rule 2.3 in the current language and inserting the language that is Option 3, *District-maintained stormwater drainage system ponds* which describes the purpose of the ponds.

Mr. Berube stated what I heard from the residents who live on the ponds is, when the signs went up, the problem went away. That was what I heard from virtually everyone.

Ms. Kassel stated that is not true according to some audience members.

Mr. Berube stated that is what I heard for the most part. Whether it becomes permissible to fish or whether it remains a *no fishing* community, it is my intent and I think most of the Board will agree with me, that the signs that are there now on Ponds 26 and 27—Bracken Fern and Primrose Willow—the signs will stay.

Mr. Walls stated here is my problem with that. I understand people have issues, but if we leave those signs up and someone calls the sheriff, the sheriff will come out and say I am not doing anything wrong. I called them today and that is what they told me. I am not making it up. I called them and their bosses.

Ms. Kassel stated I think right now we are not getting into that. We are just deciding on which two options.

Mr. Walls stated but if we leave those signs up and residents are relying on that to try to get people to leave, they go out and tell people leave and point to that sign. They will get into a confrontation with someone, and I want to avoid that. We already heard that *No Fishing* is not going to be enforced, but they will enforce it when people are breaking the law. We should encourage people to call when the laws are being broken. We should not encourage them to call

when there is a misunderstanding over what trespassing will be enforced and what will not because that will invite issues. One resident said it best a little earlier. If people do not like people fishing in retention ponds, call your representatives in the State House and the State Senate and get them to pass a law that makes it illegal, and then this issue will not occur. It will be over.

Ms. Kassel asked so which two options are we going with?

Mr. Berube stated we are going to strike 2.3, meaning there will be no address of fishing in the ponds. We will have no usage language at all for the ponds. The second choice is the *District-maintained stormwater drainage system ponds* which is currently Option 3. We are going to keep Option 2.

Mr. LeMenager stated I am not really sure I like absolutely nothing. While fishing is governed by State law, we can talk about what activities you cannot do in the ponds.

Mr. Berube stated 2.3.2 General Policies, *Swimming is prohibited in all ponds on District property. No watercraft of any kind are allowed in any of the ponds on District property. Parking along the County right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to access the ponds walk or ride bicycles.* This was lifted from Fishhawk to address exactly what you just said. There is nothing here that addresses fishing, but it addresses the use of the ponds for things that should not be done.

Mr. Walls stated since 2.3.2 addresses fishing, I would strike that as well.

Mr. Berube stated I was going to change *fish* to *access*. Section 2.3.2d, *It is recommended that residents wishing to fish*, change *fish* to *access*. Then the first line of f should read *Residents may access the 20-foot buffer during the hours of dawn to dusk.* That way it is very clear.

Ms. Kassel stated I thought we were removing the entire 2.3.

Mr. Berube stated this is 2.3.2, *General Policies*.

Ms. Kassel stated but if we are not going to address anything, this still does that.

Mr. Berube stated this becomes the new 2.3.

Mr. Qualls stated I will change this to reflect that.

Mr. Walls stated I question whether the law enforcement officers will enforce this either.

Mr. Berube stated we have to make some choices, and we have to move this forward. We have those to options. To address Mr. LeMenager's concern about having something to tell

people what cannot be done, you cannot always fix stupid, but I think you are right. You need something in the rules about what people should not do on the ponds, and I think that takes care of it.

Ms. Kassel stated access ID cards, 3.1.1 should be *Renters* not *tenants*.

Mr. Berube stated it currently reads, *District residents in Harmony shall be entitled to one picture ID access card per resident at no charge so long as resident is authorized pursuant to these rules to utilize the facilities*. This changed from maybe what you had.

Ms. Kassel stated no, it is the same.

Mr. Berube stated I think 3.1.1 should say, *District owner residents*. We have said tenants can be residents, and we have also said tenants have to pay for a card.

Ms. Kassel stated *District owner residents* works for me.

Mr. Berube stated it should be *District owner residents*.

Mr. Walls asked why?

Mr. Berube stated because 3.1.3 says *Tenants shall pay \$10 in advance*.

Mr. Walls stated I see.

Mr. Berube stated we also call tenants *residents* somewhere else.

Ms. Kassel stated I think we need to call them renters because *tenant* is a confusing term in this context. *Tenant* should be *renter*.

Mr. Qualls stated I will make that change.

Mr. Berube stated 3.1.1, *District owner residents*; 3.1.2, *Renters* shall pay.

Mr. Qualls stated District resident is a defined term.

Mr. Berube stated yes, that is why I want to put owner in between.

Mr. Qualls stated so you do not want it to be a defined term.

Mr. LeMenager stated no.

Ms. Kassel stated not in this case.

Mr. Walls stated the issue is, District resident has been defined as a person owning or a person renting here.

Mr. LeMenager stated I do not think you can put the adjective in the middle. I think it has to be *District residents who are owners*. If you put the adjective in between it, you are no longer referencing the original definition.

Mr. Berube stated however it should be.

Mr. Qualls stated I have it.

Ms. Kassel stated 3.1.3 *renters* instead of *tenants*. It is the same with 3.1.5.

Mr. Qualls stated yes, I have both of those. Everywhere there is *tenant*, it will be struck and *renter* will be inserted.

Mr. Berube stated we have not addressed method of payment. Mr. Moyer was going to question if we handle credit cards or not.

Mr. Moyer stated currently, no. We can probably contract with PayPal for some system like that, but currently we cannot do that.

Mr. Berube stated that would have to be done here. Mr. Haskett handles this now. You must be handling some cash at some point.

Mr. Haskett stated no.

Mr. Berube asked you have never charged for replacement cards?

Mr. Haskett stated yes. It runs through the District Office, where the resident sends a check. Ms. Tschinkel notifies me when payment has been received. That payment is sent to Coral Springs. Once I know that they have made payment, they are issued a replacement card.

Mr. Walls stated I say we just get a Square Reader and hook it up to your phone. Do you have a District phone?

Mr. Berube stated we have four District phones.

Mr. Nicholas stated the attorney might explain that there are many levels of PCI compliance for the payment card industry. If you are going to start accepting credit cards and you want field guys to handle personal sensitive data, you need to address that.

Mr. Berube stated no, I meant Mr. Haskett can get access to a phone.

Mr. Nicholas stated then my staff would be handling credit cards. I do not want that either. I do not know that you want your field guys doing it, either.

Mr. Berube stated I understand. Is the current system of accepting payments an impediment to people that you have heard about so far? Is this a problem?

Mr. Haskett stated I have not received any complaints so far.

Mr. Nicholas asked may I make a suggestion? The gentleman who offered his software might have a way to do secure payments.

Ms. Kassel stated no. We discussed this with him, and he said if you want to have some kind of payment system, they can integrate it. We need to have our own payment system.

Mr. Nicholas stated he does not want the liability, either.

Ms. Kassel stated I do not think that is his business.

Mr. Berube stated having said that, he contacted me about an expansion this week. He was supposed to get in contact with Mr. Haskett, who saw the email exchange. Have you moved forward with that?

Mr. Haskett stated we have not discussed it yet.

Mr. Berube stated maybe as part of this expansion, we can make that part of the proposal of handling some sort of payment system. Then people can do it on line. They are already reserving the boats online. That is where we are going, where all facilities and deposits and everything is being handled online. Maybe that is the best way to handle this.

Mr. Qualls stated I did not hear any changes for that section.

Mr. Berube stated no changes. My only question there was how we handle the payment.

Mr. Qualls stated I have it.

Mr. Walls stated I still have a problem with 3.4. It says, *Guest access cards may be issued at the discretion of the District Manager on a temporary basis for visiting relatives of District residents. Such guest access cards shall cost \$10 and you get your \$10 back when the guest card is returned. Who is making this determination on who is a guest?*

Mr. Berube stated Mr. Haskett does.

Mr. Walls asked who stops someone, say my friend who comes over to my house, from getting a guest card so he can use the pool?

Ms. Kassel stated the family, the District resident, requests it.

Mr. Berube stated he can get it from the family member.

Mr. Walls asked what stops me from getting one for him? That is the whole point. The reason we implemented a card access system was to have access control, to know who is using our facilities, to make sure it is a safe place to be where people are not vandalizing anything. This takes away some of that control. It takes away our ability to know who is in our facilities.

Mr. Farnsworth stated you have it at the District Manager's discretion first, and you would hope that he would be intelligent enough to know someone is just doing it for one day, in which case, it would not be allowed.

Mr. Nicholas stated I think I remember the conversation.

Mr. LeMenager stated if the grandparents come for a long stay.

Mr. Nicholas stated your parents are in town, they are watching the kids and they want to take them to the pool. This mechanism solves that access.

Mr. Walls stated I understand, but it takes away a level of confidence as far as knowing who is using our facilities. The other issue is someone holding the \$10 on deposit. How is that going to be handled?

Mr. Nicholas stated I think the card access can be managed because Mr. Haskett can do an auto shutoff in a week or two weeks. Money is a different issue.

Mr. Walls stated I think we need to have a limited amount of time available on these cards, whether it is a couple of days or something. This is a blanket thing. You keep the card as long as you want, and you will get your \$10 back when you return it.

Ms. Kassel stated no, it is at the discretion of the District Manager.

Mr. Berube stated I was going to suggest a time limit of 90 days. If you do not have the card back in 90 days, you have lost your \$10 and the card is deactivated anyway.

Mr. LeMenager stated but it is at the discretion of the District Manager.

Mr. Farnsworth stated exactly.

Mr. Berube stated I agree with limiting access, but we have run into situations where people have good reason for guest cards, such as for grandparents.

Mr. Walls stated I understand that. I am just telling you the reason we implemented the card system was to know who was accessing the facilities.

Mr. Berube stated someone is going to sponsor it. You are going to know the resident who sponsors the guest. If it turns out to be a problem, we can always revisit it and fix it.

Mr. LeMenager stated I do not know how often it is going to happen. I would think usually mom and dad are going to give the grandparents their family cards.

Mr. Berube stated that is going to happen until the staff is inside the pool area and matches the face to the cards. Then the card will be confiscated. We need a timeline on 3.4. I think it is good for up to 90 days.

Mr. LeMenager stated I do not think we need timeline.

Ms. Kassel stated I do not, either.

Mr. LeMenager stated the discretion of the District Manager is just fine.

Ms. Kassel stated I agree.

Mr. Qualls stated I will list both options and you can vote on it.

Mr. LeMenager stated I hear three of us agreeing on that.

Mr. Farnsworth stated I believe the District Manager's discretion is sufficient.

Mr. Berube stated three is good enough. Back to 3.1.6, *Acceptable proof of renter status includes a copy of the renter's lease agreement showing the name of the renter and proof of address* and so on. The lease must have a beginning and an ending date because we have been down that road before.

Mr. Qualls stated I can change that to *acceptable proof of renter status is a copy of a current renter's lease agreement*.

Mr. Berube stated yes, with a beginning and an ending date. Otherwise, people will get a lease that has no end date; it just goes on for 50 years.

Mr. LeMenager stated there is no such thing, because then it is not a lease.

Mr. Berube stated we have had them. We have been down this road for at least three instances.

Mr. LeMenager stated then it is just a piece of paper. You have to explain to the residents that they do not have a lease.

Mr. Berube stated exactly and it is battle with the person trying to get a card, to explain to them the lease is invalid because it does not have a beginning date and an ending date.

Ms. Kassel stated that would be 3.1.5, *renters with a month-to-month lease after an initial lease term*.

Mr. Berube stated that is exactly right, but then we limit those cards to 90 days after the initial lease term, when it becomes a month-to-month lease.

Mr. LeMenager stated if it has no end date, then it is a month-to-month lease, end of story.

Mr. Berube stated that is correct. We need an end date because that card has to be deactivated. Then they go to a month-to-month card and have to pay for those again.

Mr. Qualls stated I can add a definition for lease agreement and say *a lease agreement is defined as an agreement that has a beginning and an ending date*.

Mr. Berube stated that is exactly right. That is what we want. Page 8, the only comment I had was about the deposits and how we process credit cards. We discussed that and know where that is going.

Mr. Walls stated Mr. Moyer has been collecting credit cards.

Mr. Moyer stated credit card information, but we have not been processing them.

Ms. Kassel stated the only thing that we were looking at was what we were going to charge for rents.

Mr. Berube stated we are never going to settle that tonight.

Ms. Kassel stated it is on page 15.

Mr. Walls stated the rules as they are stated now allow us to do that when we implement a fee schedule.

Mr. Berube stated where Mr. Catanese was going with expansion of the online reservation system should make it easy to build in a fee schedule. He is pretty open as to what we want to do.

Ms. Kassel stated we still cannot collect on that system.

Mr. Berube stated no, not yet. We are going to have a presentation from Mr. Haskett.

Ms. Kassel stated maybe we can do it through PayPal.

Mr. Berube asked how much time does Mr. Moyer need to schedule a public hearing?
What is the next step to bringing this to a public hearing?

Mr. Qualls stated we can just put it on the agenda for adoption of the final rules.

Mr. Moyer stated I believe we have already noticed the hearing.

Mr. Qualls stated I think it is a matter of how it is listed on the agenda. I will check and make sure everything is worked out. We have already had a publicly advertised workshop. We have had this on the agenda at every meeting. It has been fully discussed, which is good.

Mr. Berube stated that was all part of the previous discussion to make sure it gets vetted multiple times.

Mr. Qualls stated you are right so I think the agenda item for the next month's meeting will read, *Consideration and Adoption of the Final Rules*.

Mr. Berube asked is there going to be a public hearing as part of that? Do we need to do that?

Mr. Qualls stated yes.

Mr. Berube stated one agenda line item is a public hearing and you need to advertise that in advance.

Mr. Qualls stated I am not positive. You have to advertise a workshop, but we will make sure that the rules are officially adopted in an appropriate manner.

Mr. Berube asked do we have time to notice the public hearing?

Mr. Qualls stated I think so.

Mr. Walls stated you usually only have to do it a few days in advance.

Mr. Moyer stated it depends. We are proceeding under Section 120.54, Florida Statutes, which is rule adoption, not an ordinance. The worst-case scenario it is 28 days in advance. Mr. Qualls can take a look at it. If we need to do it, then the public hearing will be at your March meeting.

Mr. Berube stated we would like to finish it and move on. If we can accomplish this next month, it will be great. All you have to do is re-edit what we just talked about tonight and clean this up.

Mr. Qualls stated I should have this out and back to you by Monday.

Mr. Berube stated thanks for everyone's patience. That is how the process works and we are going to discuss this one more month.

B. Engineer

There being nothing further to report, the next order of business followed.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next order of business followed.

NINTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, February 27, 2014, at 6:00 p.m.

The meeting adjourned at 8:45 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman