

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 18, 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	Assistant Secretary
Kerul Kassel	Assistant Secretary
Mark LeMenager	Assistant Secretary

Also present were:

Brenda Burgess (<i>via telephone</i>)	Asst. Manager: Moyer Management Group
JD Holt (<i>via telephone</i>)	Attorney: Young, vanAssenderp, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Jeff Borieo	Field Staff
Bob Glantz (<i>via telephone</i>)	Starwood Land Ventures
Bill Kouwenhoven	Starwood Land Ventures
Jon Rukkila	Davey Tree
Gerhard van der Snel	District Staff
Teachers and Students from Harmony Community School	
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Berube called the meeting to order at 6:05 p.m.

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

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Berube asked are the folks from the Technology Student Association (TSA) ready?

Ms. Arlene Cuellar stated we came to tell you that we know the process.

A Student stated we are slow in the process because of the holidays. We are also waiting for feedback from the people we called. We called parks and recreation and are waiting for feedback from them, as well.

Mr. Berube stated no problem. We appreciate you coming and keeping us in the loop.

Ms. Cuellar stated we do not have a proposal yet. We are working on it.

Mr. Berube stated see you next month if you are ready.

Ms. Cuellar stated I hope we will have everything, but the quotes are in process.

Mr. Berube stated no rush. We understand that these things take time. At this time, I would like to introduce the newest member of the field services staff, Mr. Jeff Borieo. He joined us the day after Thanksgiving.

Mr. Borieo stated you will see me riding around.

Mr. Berube stated thank you for coming out and it is good to have you on board.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 20, 2014 Meeting

Mr. Berube reviewed the minutes of the November 20, 2014, meeting, and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 22, third line should read “How we got irrigation on CDD property that is run off a timer controlled by the school for water and ~~electrician~~ electricity is beyond me.” Page 26, second paragraph should read “Mr. van der Snel stated we replaced a bench on the ~~60~~ 20-foot pontoon. Last week when there was a heavy storm, the pontoons got damaged. The ~~60~~ 20-foot pontoon snapped off the lines and got loose.”

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the November 20, 2014, meeting, as amended.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Weed Control

i. Bio-Tech Consulting Monthly Highlight Report

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

B. Landscaping

i. Davey Tree 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. Rukkila stated it is nice to see everyone and I appreciate the privilege and honor to come out and represent Davey Tree. We are on par with all of our regularly scheduled maintenance. One of the big ticket items that went over very well was the 7,200 square feet of sod that was approved, which addressed multiple areas. I was worried at first, but it went over with great success. The sod has since been established. Mr. van der Snel and I worked extremely closely on the project. There was a lot of legwork with regard to the irrigation to make that a success. Everything is thriving. It is exciting going forward

if we tackle projects of that nature. Your dollars are going toward something good. Nothing is being wasted.

Mr. Berube stated as you know, there has been a struggle with the Maxicom system. I think you have seen the progress and the various things that we have uncovered. I am not hearing any negatives from anyone as they drive around town. I think we have the watering covered well right now. Are you satisfied?

Mr. Rukkila responded yes. Especially in the growing season during the hotter months, I ran around trying to hold things together. I am looking forward with a lot of good anticipation so I can focus my energies elsewhere. We are off to a good start. Directly related to irrigation was the success of the overseeding of the soccer field. First we put down a selective herbicide and dragged it and seeded it. Mr. van der Snel and I worked together to irrigate it. It came out nice.

Mr. Berube stated including having Maxicom running when it was raining three inches an hour.

Mr. Rukkila stated all of that water was a benefit.

Mr. Berube stated that has been fixed and it will not happen anymore.

Mr. Rukkila stated I know that the Board approved moving the live oak trees. They are down in the holding area. I worked closely with my guys to insure that it went over well. We did extensive root pruning. None of the trees showed shock. That is a promising sign. I do not think anything is slated in stone as far as a date in January. I think it is open. I will speak to Mr. Garth Rinard about that. It definitely will take place in January. The sap will actually start moving slower. The cold weather is a good time to do a project. We have some nice locations for the trees. I think that it is going to enhance the community even further. It is making good use of the trees. The only battle that I can think of is nature; ants have been troublesome. They sneaked up on me and we have responded. Mr. van der Snel tipped me off and there was another concern, which we reacted to. The deer have also been troublesome with regard to annuals. I made some adjustments and we did some replacements on our dime because I want to see this place shine, especially with the festival. There has been a lot of effort. I do not know if you have seen what is going on in and around Harmony Square. In my opinion, it looks good. I would like to hear your opinion and I am open to any questions.

Mr. Berube stated we have two proposals in front of us. One is for the replacement of a laurel oak in H-1, which first drowned and then succumbed to drought. I do not see any problem with Board approval for replacing a laurel oak in H-1.

Ms. Kassel stated a two-inch caliper tree costs \$527.

Mr. Rukkila stated they are closer to three inches.

Mr. Berube stated you are replacing them in place of the original tree with the same size. Correct?

Mr. Rukkila responded yes. The landscaping in that particular area has gone up and down. First they were flooded and I treated them two times with a fungicide. The overall look of H-1 is not what it should be. It is not anywhere close to the condition as we put it in, for example, the oaks in Drake. Then winter hit. It is a combination of being drowned and then going without water. Mr. van der Snel had me look at the material.

Mr. LeMenager asked are we talking about that small corner part at the entrance?

Mr. Rukkila responded yes.

Mr. LeMenager stated which is now partly behind a fence.

Mr. Rukkila stated there are a lot of trees in that one parcel.

Mr. LeMenager stated you are right; there are a lot of trees. Do we need one more?

Mr. Berube responded you have one existing that is now dead.

Mr. Rukkila stated it sits along the main roadway.

Ms. Kassel asked along Five Oaks?

Mr. Rukkila responded no. It is actually inside of that parcel. It is one of the main roads. Laurel oaks line that road. There would be a big gap.

Mr. Walls asked was the irrigation repaired?

Mr. Berube responded yes.

<p>On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the proposal from Davey Tree for the replacement of a laurel oak in neighborhood H-1 in the amount of \$527.46.</p>
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Mr. Berube stated the second proposal is more complicated. This is the Green neighborhood park, which gets an exceptional amount of traffic. Kids are there all the time and have literally worn out the grass.

Ms. Kassel asked why are we replacing it with the same material?

Mr. Berube responded that is why we are discussing this.

Mr. LeMenager asked is this the triangular piece with a house in front of it?

Mr. Berube responded yes.

Mr. Walls stated it has a playground.

Mr. Berube stated the houses front right onto the park. That facility gets a lot of use by the kids. There are always kids playing and running. They have worn out the grass. It is on a weird grade. I appreciated receiving a proposal and the pricing is probably good, but the problem is going to be that we are putting down new sod and keeping everyone off it for two to three weeks while it settles, and the kids are going to wear it all out again. We will be doing the same thing and expecting a different result, but we will not get there. What do we do besides St. Augustine floratam sod that will put up with that kind of traffic?

Mr. Rukkila stated we had extensive conversations with Mr. van der Snel for the very same reason, knowing that it would be an ongoing issue. Mr. Rinard actually suggested looking at redoing the area and making a different use of it. Mr. van der Snel was of the opinion that the kids need somewhere to go.

Mr. Berube stated it is a park and it has to stay a park.

Mr. Rukkila stated there is no easy answer. If you go down the list of turfs that are available, they cannot sustain that kind of traffic. As a matter of fact, when we were there measuring, there was an older couple that lives nearby and she was very appreciative that I was there and we were doing something. She told me that on any given day, there are 70+ children that are trampling the grass in that park. There are some other options, but I think that they call for more maintenance and the price would not be what you are looking at.

Ms. Kassel asked what about astroturf? How durable is that kind of thing? In other words, if it lasts for a year or two and we are putting \$5,700 into it each time, how long is an artificial product going to last and look and cost comparatively?

Mr. Berube responded I think we know how it will look since there is some just outside of this building.

Ms. Kassel stated that does not receive the same amount of traffic.

Mr. Berube stated what we do not know is the wear factor. It just goes down over the soft dirt and does not have to be rolled.

Mr. Rukkila asked are you talking about the artificial grass?

Mr. Berube responded yes.

Mr. van der Snel stated I am meeting with someone tomorrow to discuss our options. The artificial grass looks great. It is not hard. It is soft. I am going to take a look at it tomorrow to see what our options are. If you calculate two times \$5,700, the expense is high.

Ms. Kassel stated we do not know the expense or the durability.

Mr. Berube stated I know that it is not cheap.

Ms. Kassel stated we know that it is not cheap.

Mr. van der Snel stated it is probably going to be around \$10,000 to \$15,000.

Mr. Walls stated I bet that is on the low end. It is very expensive.

Ms. Kassel asked what is its longevity?

Mr. Rukkila responded Bermuda will do slightly better. The grade of the park is odd.

Mr. Berube stated there is a boulder.

Mr. Boyd stated the play equipment is off to one side.

Mr. Berube stated the play equipment is on the mulch. This is the Green neighborhood park. There is a valley for a drain in front of the houses.

Mr. van der Snel stated the material I am looking at tomorrow has a three-year warranty. We can take a look at it and get an estimate.

Ms. Kassel stated see what options there are.

Mr. Berube stated that stops the sod discussion until we know what is going on.

Mr. Walls stated it would never, in my opinion, be worth putting down St. Augustine sod ever again. You will not get a year out of it with all of these kids playing on it.

Mr. Berube stated chances are even if you put the yellow tape around it, the kids are going to go right inside the yellow tape and trample the new sod.

Ms. Kassel stated what I am not seeing here is a proposal that Mr. Rinard promised me for replacement and refurbishment along Cat Brier, which we discussed two months ago.

Mr. Rukkila stated Mr. Rinard and I spoke and I do not know where he stands. I will follow up and let you know.

Mr. Berube asked is everything else going well? Is there good communication between you guys?

Mr. Rukkila responded I have no complaints. We met with Mr. Glantz today and our pile was big. We responded and it has since cleared. The gardeners are still in the habit of using it. They did all along and I would see larger things and wonder where it came from. I think a *No Dumping* sign has to be posted so we can keep it clean. I went through a lot of trouble of removing all debris.

Mr. Berube stated what he is referring to is, you probably noticed a letter in this month's agenda package from Starwood that ended the permissive use agreement. I knew that was coming, but I did not expect it to happen that quickly. The idea was to get their entire area cleared because they are going to move the fence from the old solar facility out on east Five Oaks up here, and that is going to become the fence for the new commercial vehicle storage area. Davey Tree is going to be within that facility. The gain to Davey Tree is they are going to have a fenced, secured facility. The downside is, since we require all residents to keep it nice and clean, Davey Tree is going to have to stay nice and clean, as well. The builder trailers are going to end up somewhere over there, too, and they are going to have a high standard for what their facility is going to look like. It could not have a bunch of pallets and brush in the back for Davey Tree and then all of the builders have to keep their areas squeaky clean. That is why the permissive use agreement was in place, and we are okay with all of that.

Mr. Rukkila stated he talked about the two options of us being inside of that fence and outside. He prefers it being outside. What he suggested is that we stay in our current compound and everything to the left up to the wax myrtles would be added, which would include our dumping area, parking, and so forth.

Mr. Berube stated that is fine. It is a work in progress.

Mr. Rukkila stated it is a good plan.

Mr. Berube stated we appreciate you coming out.

FIFTH ORDER OF BUSINESS

Developer's Report

Mr. Glantz stated I apologize for not attending the last two meetings. I would like to discuss three areas. The first area is the goal of the developer to work with the HROA for an RV/boat storage area. I am working closely with Mr. van der Snel and Davey Tree to get that area cleaned up. We are going to create a new area that is very similar to the old area and would provide a use agreement or lease agreement for Davey Tree to use. I walked the site today with Mr. van der Snel and a Davey Tree representative. I think we

are a week or two away from getting that area cleaned up. It is a joint effort. We found a lot of stuff in the weeds. It has been going on for a long time, and this is a long time coming to get this area cleaned up. Hopefully, we are going to announce in the next weeks a program with the HROA where we can have boat, RV, and commercial vehicle storage in the community with security. That is forthcoming. The developer is going to be holding a Town Hall meeting on January 28, 2015, which is the day before your January 29 regular meeting. It will be similar in format to the last Town Hall meeting, so we can continue informing the community of what is going on and what we have in store and take questions. Hopefully we can provide an atmosphere where a lot of people show up and get a lot of community spirit. I would like to congratulate the HROA social committee for doing a great job. Mr. Kouwenhoven is working closely to that committee. I want to thank the CDD for allowing the HROA social committee to use the park area and other CDD areas for them to provide events and activities for the community. We are getting close to completing the front entry. As soon as the pre-cast is completed, we are going to get the sign installed. Landscaping is going in very soon. I am sure that you will notice that the fence is starting to go in. I expect to see this project wrapped up in about two weeks. We recently sold eight lots in the Estates section to Richmond American Homes. They are going to be building in that area. In the Rosewood section, last month we closed on eight lots with Lennar. Last month, they closed on five lots with Richmond American Homes. Tomorrow, we are closing on 25 lots with Lennar in Rosewood. People may have noticed that dirt is being pushed around on the lots within Rosewood. Lennar is starting activity in there and will be selling homes in there shortly. The fencing and landscaping along Five Oaks adjacent to Rosewood, or H-1, is actually within that parcel and will be maintained by the developer. We are going to be planting annuals around trees in the CDD area, which will be maintained by the developer. Mr. Kent Foreman will be coordinating efforts with Davey Tree and Mr. van der Snel. Across the street at Hawthorne, which is H-2, we are also going to be planting annuals. It is the same situation with the developer maintaining them. We are also going to be installing intensive landscaping in a CDD tract, just like all of the other CDD tracts around the area. That will be a CDD-maintained area. We can review that once it goes in. We are going to be installing low-maintenance materials that can be absorbed easily. We are going to be ready to submit the plats for Hawthorne, H-2, in the middle of

January. Mr. Boyd will go through that process to make sure you are familiar with it. We are going to need the CDD's signature in early January. I believe that Mr. Boyd is going to be submitting the plats to the CDD's attorney for review shortly. Is that correct?

Mr. Boyd responded yes. I already emailed it to Mr. Tim Qualls and Mr. Gary Moyer. The Board members have copies for review. I will discuss this during my engineer's report.

Mr. Glantz stated underground utilities are being installed through January, and the curb and road base and fine grading will occur in February. Paving will be occurring in March. We expect to complete that parcel in April. We are looking to build models in that parcel in March. Right now, we have no builders under contract, but we are negotiating with three separate builders, and it is just a matter of choosing which one we are going to contract with. We are very pleased with what is going on there. That area should be cleaned up with the landscaping for the development sometime in March or early April. Cherry Hill, parcel F, is on a similar schedule to Hawthorne, H-2. The plat will be reviewed concurrently with the Hawthorne plat and that parcel should be completed sometime in April. Thirty-three of the 66 lots are currently under contract with Richmond American Homes. We are negotiating with the same three builders to purchase the balance of the 33 lots in Cherry Hill. Parcel O is the first parcel on Five Oaks on the eastern portion, just between the road and the golf maintenance trailer. There will be 67 lots. We anticipate starting development on that section in April or May, with lots being developed five to six months after we begin. We have not yet marketed those lots to builders. Parcel I, which is the next parcel going up Five Oaks, is the first parcel of four parcels—I, J, K, and L—which are going to be part of an age-targeted community. It will be 55 years and older. The trend is now going toward 55 and better. That community will be starting development in the May/June timeframe, with development taking approximately six months. That parcel will include 172 lots. There will be 40-, 50-, and 60-foot-wide home sites with 79 40-foot sites, 66 50-foot sites, and 27 60-foot sites. We are under contract with Ryland Homes. Right now, Ryland Homes is their section period, but we are confident that Ryland will be purchasing lots in that community. At the par five that runs across Five Oaks, we are going to be building a recreational facility, which will be exclusive to parcels I, J, K, and L for the age-targeted community. That should start construction by the end of the year or the first of 2015.

Mr. LeMenager asked are they going to have a separate HOA?

Mr. Glantz stated there will be a separate HOA, which will govern that clubhouse. Only people living in those neighborhoods will have access and will pay for that facility.

Mr. Berube stated that also brings up a question about the CDD. I did not think that we could have two different classes of residents here. I realize that is a legal question. There was also some conversation with Mr. Glantz about potentially having these communities gated. Is that still on the drawing board?

Mr. Glantz responded yes. They will not be manned, but they will be keypad gated and the roads will be private roads behind the gates.

Mr. Berube stated that is a problem because the County is not going to maintain those roads. Who is going to pick up the maintenance cost? When you put a road behind a gate, the County generally says those are your roads.

Mr. Glantz stated as I just said, those will be private roads.

Mr. Berube asked who maintains them?

Mr. Walls stated their HOA.

Mr. Glantz responded they are private roads so they are privately maintained.

Mr. Kouwenhoven stated the HOA will maintain them.

Ms. Kassel stated their private HOA.

Mr. Glantz stated yes.

Mr. Berube stated that is fine.

Mr. Glantz stated the CDD staff and subcontractors will have an access code. It is very common so they can get back and maintain the lakes and any CDD area. These are not hard security gates; they are security gates, but they are certainly accessible for mail, trash, maintenance, and so forth to get behind the gates.

Mr. LeMenager asked do you have any plans to make it more than 172 units?

Mr. Glantz responded parcel I will have 172 units. We do have the numbers on how many parcels are in parcels J, K, and L, but I do not remember. We are making provisions for an access point from the cul-de-sac to Cat Lake. As everybody is aware, that access is developer owned and we have not yet determined densities, but the entire concept is to still have access for the Harmony residents. Just as a side note, part of the trail system goes through the development's lot; therefore, the trail maps will need to be modified to get the trails out of the development lots. That is true for parcels I, J, and L.

The road that leads out to Cat Lake goes back into a development parcel. As I said, the access is going to be relocated. I am sure that there are a lot of questions about all of these matters. I can attend the next meeting and bring maps, but I am not sure is that is the best use of the public's time but we can certainly provide our documents. We will discuss this further at the Town Hall meeting.

Mr. Berube stated that will work and we will probably attend and get many of our questions answered. The residents here will be able to hear the same things. That works out very well.

Mr. Glantz stated I will take as many questions as you have. Mr. Boyd can answer the majority of the technical questions.

Mr. Berube stated at this point, we have the basics. I do not have any particular questions about it until it gets further along.

Mr. Glantz stated I started with the Davey Tree area. I assume that there are no issues. I met with Mr. van der Snel and Davey Tree and we are all on the same page.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Boyd stated I have the plats for Hawthorne, known as H-2, and Cherry Hill, known as F. As you know, construction is underway. The County had already approved the construction plans. The lots were actually sold off a plat, and this is the plat. The plat basically dedicates the land, defines the easements, and defines encumbrances associated with the land. The County has approved this plat and it is ready for signatures and submittal. Once the County receives the signed plat, it will be scheduled for a Board of County Commissioners hearing and if the Board of County Commissioners approves it, signifying that they are accepting these roads, they will become County roads. The next step that happens after the plat is approved is either (1) the subdivision is completed and the County signs off that it is complete and accepts a one-year maintenance bond, or (2) the developer posts a performance bond, guaranteeing that anything that is not finished, will be finished, and in that case, the County will allow a plat to be recorded and lots to be sold. I forwarded this to Mr. Qualls and Mr. Moyer. Page 1 has the legal description to define the property and then a series of signature blocks. The dedications are signed by the developer at the top and the CDD underneath. That would be to acknowledge acceptance of any tracts to be dedicated to the CDD via this plat. Then the surveyor who

prepared the plat, who is Mr. Rick Brown, signs it. There is a mortgage on portions of the property, so the mortgage holder also has to sign the plat. The remaining lines are signed by the County. Page 2 includes notes and easements that describe any past encumbrances on the land that carry forward and describe all of the new easements that are being established for water, sewer, drainage and so forth. The last two pages define the locations of the lots and various tracts. Of interest to the CDD are the tracts to be dedicated to the CDD via the plats. If you look at H-2, you will see a tract on the lower right quadrant called Tract H-2-200. That is the tract where the existing stormwater pond was and is located. It has some common area that extends beyond the location of the pond. On the left side of the lots, you have tract H-2-300, which is a buffer tract that buffers the backs of these lots between Five Oaks and the parcels. Those two tracts, H-2-200 and H-2-300, are designated for ownership by the CDD.

Mr. LeMenager stated as Mr. Walls mentioned in an earlier meeting, any plans with respect to how those might be decorated, planted, and so forth, need to get CDD approval before they start putting in plants.

Mr. Boyd stated correct. That will affect your budget.

Mr. Berube stated as I remember from the last time, I came over here and signed the plat. Those signatures do not obligate the CDD to anything specific, such as items that will be going into this plat, like the landscaping or street lights. All we are doing is agreeing to accept the land. The final product is discussed further on down the road.

Mr. Boyd stated correct. As it becomes your land, you have the ability to approve what is done to that land.

Mr. Walls stated the lesson I learned last time was get all of this information up front because we ended up in a scenario where they basically came to us and said to start taking care of it. We did not have anything in place because nobody told us their completion date and what to look at and approve. We did not get any of that. We ended up with some dead landscaping that we had to replace. I want to make sure all of that is coordinated up front, whether it is with these guys or you. We should know what is going on.

Mr. Boyd stated the developer has a landscape architect who needs to make a report on what has been platted. I have not been part of the landscape plans for this.

Mr. LeMenager stated just to be clear, this body is saying in the clearest possible terms, that they want to see the landscape plan before anything is planted and approved.

Mr. Berube stated whatever is going to cost us money, in any form or fashion, needs to be discussed before it gets firmed up. I am sure you are going to ask the Board to approve me signing the plat sometime in early January, once it goes through legal counsel. I want to be sure before I sign the acceptance of the plat that we were not obligating ourselves financially for anything. I did not think that we were.

Mr. Boyd stated it would be good for Mr. Qualls to confirm that by email.

Mr. Berube stated I understand. The financial obligations came after the signing of the plat the last time, but that was the first time around for the members of this Board with H-1. There were a lot of surprises.

Mr. Boyd stated that plat came to you for signature without you having a chance to even review the plat. The effort here is to get it in front of you.

Mr. Berube asked does the Board need to authorize me to sign the plat in early January, presuming legal counsel is okay?

Mr. Boyd responded yes, presuming legal counsel is okay and the Board is okay. That is what they would like to do. It is your decision.

Mr. Walls stated I would like to get clarity to make sure you are clear on this before you sign it. I am fine with you signing it, as long as we know. I think that they are going to work with us.

Ms. Kassel asked are you looking for approval for the CDD to accept this land?

Mr. Boyd responded the action would be to consider authorizing Mr. Berube to sign the plats for H-2 and F, once he is comfortable and has assurances from legal counsel that everything is okay.

Mr. Walls asked are these all front-loading garages?

Mr. Boyd responded yes, these are all standard, front-loaded lots. The other change in this neighborhood is, there are no alleys. There is also a strip between the sidewalk and the curb, which will be dedicated to the County in these subdivisions and maintained by the home owner. The intent was to minimize all of the maintenance that might normally have been used.

Mr. Farnsworth asked is H-2 one of the gated communities?

Mr. Boyd responded no. Neither one of these communities is gated.

Mr. Berube stated parcels I, J, K, and L will be the gated ones.

Mr. Boyd stated these will be County-owned and maintained roads.

Mr. Walls asked who pays for the electricity on the street lights if they are going to be in a County right-of-way?

Mr. Boyd responded there will be an agreement between the County and HOA. That is my understanding.

Mr. LeMenager stated that is for I, J, K, and L.

Mr. Walls stated I am asking about these two parcels, H-2 and F.

Mr. Boyd stated I may be wrong about that. The developer is handling that and I have not been directly involved. I do not want to misspeak. Let me retract that. It may be the HOA or the CDD. I am not sure. I will have to find out.

Mr. Berube stated the street lights I expect to be coming. With all of these neighborhoods coming on board, the choke point is going to be the street light expense. We said a number of times that this Board does not have money to buy street lights. I am saying that again tonight. We cannot buy more street lights, whether it is contractor financed or purchased upfront. It is not going to happen. I am hoping that Mr. Kouwenhoven hears what I am saying.

Mr. Kouwenhoven stated I hear you.

Mr. LeMenager stated I am sure that they read the minutes when we said that we were not paying for the street lights anymore.

Mr. Berube stated it is not in this year's budget or next year's budget, not at this quantity. Are there any other surprises?

Mr. Boyd responded that is all I had. If you have any questions, I would be happy to answer them.

Mr. Walls asked is H-2-200 is mostly the pond?

Mr. Boyd responded yes.

Mr. LeMenager stated H-2-200 and H-2-300 are the one that we make sure how they want to decorate because those are the ones we will have to maintain.

Mr. Walls stated I am trying to figure out where the landscaping, if there is any, is going.

Mr. LeMenager stated that is where they were talking about the crepe myrtles between trees are going.

Mr. Boyd stated in neighborhood F, there is a small, odd-shaped tract at the southeast corner called tract F-100, and there is one tract called F-200 that is a buffer between the backs of the lots in the gas easement.

Mr. LeMenager stated F-100 is the school children pickup tract and F-200 is the gas main.

Mr. Boyd stated it is a buffer just outside of the gas easement. It is a landscape buffer, so you do not have lots with someone's backyard right on the gas easement, which people in neighborhood G can look at. It is a buffer so you do not have to look at a backyard from neighborhood G.

Mr. Walls asked who maintains the pipeline easement?

Mr. Boyd stated the CDD owns the land, and the gas company is responsible for any and all maintenance of the lines.

Mr. LeMenager stated we cut the grass.

Mr. Berube stated right now it is open field.

Mr. Walls stated right.

Mr. Berube stated part of it is along the trail. The dog parks cover a long length of it. Once it crosses Cat Brier, it is on the golf course. The gas easement is outside this plat and you cannot build houses on the gas easement.

Mr. Walls stated correct, but it was not a part of this plat.

Mr. Berube stated on the bottom, it says Park Tract 2.

Mr. Boyd stated that was previously platted with neighborhood G. That is the gas easement.

Mr. Walls stated that is what I meant that the gas easement is outside what we are considering now.

Mr. Berube stated people over there keep talking about a linear landscape park.

Mr. Boyd stated it is my understanding that there are currently no plans to do anything like that right now.

Mr. LeMenager asked can you put that on top of the gas easement?

Mr. Boyd responded that is the issue.

Mr. Berube stated you cannot have any firm structures over it, but you can have plants. The gas pipe is way down in the ground. Plants and roots are never going to reach it.

Ms. Kassel stated you can put a par course on it or something like that.

Mr. Berube stated yes, but you cannot put any buildings on top of it. The rest of the use is not much of a problem, such as fences, plants, and trees. The dog parks are already planted. The gas line runs right underneath it.

Ms. Kassel stated including those oak trees.

Mr. Berube asked have you heard much about the linear park?

Mr. Boyd responded I have not heard any conversation about it.

Mr. Berube stated that is fine. Some people might be in for a surprise. Do we have approval from the Board for me to sign the plat in early January pending legal approval?

Ms. Kassel responded we have not discussed it among ourselves.

Ms. Kassel made a MOTION to authorize Mr. Berube to execute the plats for tracts H-2 and F, subject to review and approval by District counsel and that there are no financial obligations associated with executing the plats.
Mr. LeMenager seconded the motion.

Mr. Walls stated on Dark Sky Drive on parcel F, the road looks like it bulges at the west end. What is that?

Mr. Boyd responded that is where there is remnant land. It falls a conservation boundary down on the west side. It is unfortunate that the shape of the road does not show on the plat. The shape of the road and the right-of-way when neighborhood G was created was supposed to tie into it, and it created a bulge.

Mr. Walls stated so it is not indicative of the shape of the road.

Mr. Boyd stated no.

Ms. Kassel stated there is a wildlife corridor. I want to know whether these plats will affect that wildlife corridor or whether they will infringe on it.

Mr. Boyd stated the wildlife corridors are looked at from the scale of a planned development zoning document, which is the bubble plan that created the framework where the tracts are being developed. In parcel F and neighborhood G, there is no wildlife corridor that goes through these particular parcels. The wildlife corridor itself will be taking advantage of the gas easement and the wetlands remaining in the locations where these tie together, like Lakeshore Park. There were no wildlife corridors going through this development tract that I was aware of.

Ms. Kassel stated I thought that there was one on the edge of neighborhood G and then crosses over by the dog parks. Where Dog Trot Trail comes out and across Five Oaks is another area where there are trees and wetlands next to a pond. I guess that is not H-2 and F. I do not know if it borders any of that.

Mr. Berube stated no. You are talking about the corner of Five Oaks to Schoolhouse Road.

Ms. Kassel stated I think that is where Dark Sky and Schoolhouse Road meet. I think that is the wildlife corridor, and then across the street at the end of Dog Trot Trail. I did not know if there was any wildlife corridor going through between neighborhood G and parcel F.

Mr. Boyd stated not one that has been designed.

Mr. LeMenager stated the only corridor is the gas easement.

Mr. Berube stated that is going to stay.

Mr. LeMenager stated that is a pretty clear corridor.

Upon VOICE VOTE, with all in favor, unanimous approval was given to authorize Mr. Berube to execute the plats for tracts H-2 and F, subject to review and approval by District counsel and that there are no financial obligations associated with executing the plats.

Mr. Boyd stated there is one other order of business related to parcel F that I do not have with me tonight because I have not received it yet. We are just talking about the gas easement. Every time we put a pipe across the gas easement, the gas company requires us to sign a gas easement encroachment document. Since the CDD owns the land, we will need a signature for that document when it is received. I just received an email tonight saying that we should receive it next week.

Mr. Berube asked what kind of pipe are we talking about?

Mr. Boyd responded a water pipe running from G to F. What the agreement is basically saying is that you are adhering to their rules as far as putting a pipe in the ground and you are adhering to the requirements between whatever you are doing and the gas easement.

Mr. Berube stated that we are not going to create any damage to their gas pipe.

Mr. Boyd stated correct. Ms. Kassel asked me to look at some facilities based on a valuation report just to double check that everything was covered. I hate using the word

“reserve study” because it really is not a true reserve study, but the study we prepared looked at how much to put in reserves. It looks like we need to add the boat house storage structure. At the appropriate time when we update the report for next year’s budget, I need to add that. We will also look at the allocations that we made to repairing alleys as we now have a quantity and dollar amount that we can look at and update. I should be able to bring that to you at the January meeting.

Ms. Kassel stated if not the February meeting. It is not that important. We looked at it sometime earlier this year. I do not think that there is any rush.

Mr. Berube stated that would probably impact what we may do for next year’s budget. It is not a rush until we get to budget season, which is six months out.

Mr. Boyd stated we will keep this on the table. That will provide the opportunity for other changes to be made to it.

Mr. Berube stated the value of that boat house may change because we are going to upgrade it with some paneling and other work.

Mr. van der Snel stated we have some maintenance scheduled. The front will look different. We are doing some minor repairs. The only concern is the roof. I would like to have that bid on by a certified roofer because of liability. We can do the front for about \$400. The woodwork is still good. It just needs to be redone. It is nothing major. The only major item is the roof. That needs to be replaced.

Mr. Walls stated you mentioned repaving. We have the payment for that in this month’s agenda. Did we work all of that out?

Mr. Berube responded no.

Mr. Boyd stated we agreed to pay them the partial amount that you authorized at the last Board meeting. We have not worked out the balance. There is at least one significant problem with the work they performed to date that needs to be repaired.

Mr. Berube stated at this point, we are \$16,000 ahead. If we had to redo what has failed, they may still have a couple thousand there, so we are still \$14,000 ahead. They have shown no interest at all in coming back and talking to us, negotiating the final bill, fixing the defective area, finishing the striping, nothing. They are silent. Mr. Boyd and I discussed this before the meeting. The majority of the work is completed and we got what we wanted. It is add-on work that has failed and is not good, but money-wise we

are well ahead. I am content to just let it sit and let them make the next move. We reached out numerous times.

Mr. Walls asked do we need to let someone else come out and make the repairs?

Mr. Berube responded yes. We will probably consider a different contractor next time largely in that same neighborhood and just incorporate that defect repair into the next contract. The Green neighborhood still has birdbaths. There is a significant pothole developing there and we patched it once already. It will need some pipeline work. Mr. Boyd is going to speak to Jr. Davis who is working in neighborhoods H-1 and H-2 now. Next time they have the video camera up, they will come over and take a look and tell us what is going on with that pipe.

Mr. LeMenager asked how much of that is actually due to the builders and their trucks in the Green neighborhood?

Mr. Boyd responded the issue I am having right now is in the one alley between Sundrop and Goldflower where there was a significant divot in the alley, not where the asphalt had depressed. It was patched. I think there is a long-term settlement issue going on at that location. There is a storm pipe in the vicinity. I suspect a joint is infiltrating the soil. I would like to get a camera into that pipe to look at it and get that fixed.

Mr. Berube stated right. Otherwise, we are going to have a cave-in over a period of time. It is insignificant now, but it is going to keep growing. There is some significant birdbathing in Green. To Mr. LeMenager's point, it is hard to pin it on construction trucks and contractors because none of the builders that build houses here own those trucks. They do not have any employees. Everyone going through here are subs. If you are going to go out to somebody and try to get them to pay for damage, who are you going to go after? They are all going to point the finger at the other guy. It is tough, but we will get into that in the first quarter of next year. If we go a couple of months with AllState, maybe we will just send them a letter saying that we are done, that we paid them, and they showed no interest.

Mr. Boyd stated I am going to contact them after the first of the year and make one more effort at closing it out.

Mr. Berube stated you think that they want to finish it this year and maybe get paid this year, but apparently it is no big deal to them.

B. Attorney

i. Discussion of Termination of Permissive Use Agreement

Mr. Berube stated this item was discussed earlier in the meeting. It is being handled. Davey Tree will maintain a home here.

Mr. LeMenager asked were they terminating the use that Davey Tree had or that we all had of the facility?

Mr. Berube responded there are two things going on. The agreement said Luke Brothers, but they knew that Davey Tree was in that area. The other issue was our use agreement, which we just walked away from. When we moved the trailer onto the land, we took on the lease that gave us a use agreement under the lease. They terminated our use agreement because we were not there anymore. They terminated Davey Tree's because they are going to move Davey Tree into a different spot. The area where Davey Tree was is now going to be used for the commercial/boat storage area. We had an agreement and they cancelled it.

Mr. Walls asked does Davey Tree continue to use it in the interim?

Mr. Berube responded yes. They will keep it clean in the interim because they want it neat and clean back there. The builder's trailer will be going back there as well. The big deal is that they wanted it cleaned up, and they put Davey Tree on notice.

Ms. Kassel asked will it be down past the community garden?

Mr. Berube responded yes. If you go out here, the first road on the right that says *The Garden*, there is a shell trail that goes down and to the left. The garden is back there. If you continue back, there is an area that we used to have that was a development junk area. All the way at the end is our dumpster and behind that was Davey Tree's storage compound. It was not pretty, but it is pretty now.

Mr. van der Snel stated I assured Mr. Glantz today that when this is all gone, we need to manage it more carefully in the future.

Mr. Berube stated part of the issue is that people are dumping back there. It is not only Davey Tree that made a mess. People are back there all the time.

Mr. van der Snel stated we need to monitor it more.

Mr. Farnsworth asked what happened to those cameras that we had at one time?

Mr. Berube asked do you mean the deer cameras?

Mr. Farnsworth stated no.

Mr. LeMenager responded to be honest, it is part of a larger problem and that larger problem is that developers historically never put in any space for these public areas for bodies like us to maintain their storage areas. I had that conversation with Mr. Moyer. It is something that they always do. Perhaps we can make a suggestion, given that there are all these new CDDs coming on Board, that one of them may have some room in it for storage of all this good stuff.

Mr. Berube stated the problem is that all of the land that we have control over is out in the public view. All of the land that we do not have control over is behind the scenes and then we have to get permissive use agreements. Mr. Glantz understands the need.

Mr. LeMenager stated I am not throwing stones at any of the current people. It is just that there are a number of things in the design and development of these communities that get overlooked by everybody when they are designing the entire development and they are not thinking how a community actually works long term.

Mr. Berube stated we ran into that with the location for the CDD trailer. As that group grows, which it probably will with all of these additions, we may just outgrow that facility and we will deal with it. With the permissive use agreement, Mr. Glantz knew what he had to do. We will get a new one when all is said and done. It looks cold the way the letter was written, but all he did was clean up the legalities and that is fine.

Mr. Farnsworth asked where are the cameras?

Mr. Berube responded the only cameras that we have that are operational are at the two swimming pools.

Mr. Farnsworth asked are those the ones that were at one time moved around?

Mr. Berube responded no. There was a period of time when vandalism was happening here and the previous property manager decided to buy some deer cameras that got placed in certain spots. They were basically just a night vision camera that was self-contained. You would go there every day and pull the card out to see what pictures it caught. Those are the only cameras. I do not know what happened to the deer cameras but they are not in use.

Mr. van der Snel asked are those cameras ours?

Mr. Berube responded yes.

Mr. van der Snel stated I was told by Jimmy that they belong to Harmony Development Company.

Mr. Berube stated no, they are not. The CDD bought them.

Mr. van der Snel stated then we have one.

Mr. Farnsworth stated I thought there were three cameras.

Mr. Berube stated there were three.

Mr. van der Snel stated Jimmy said that one of them was stolen. The other one, I have no idea what happened.

Mr. Walls asked who is Jimmy?

Mr. Berube responded Jimmy is the guy who works at Harmony Development Company. He is their CDD field staff.

Mr. van der Snel stated if that camera is ours, then I will get it back.

Mr. Berube stated it is ours. We purchased all of them. They were mounted in various places. We caught a few images over time, but it fell out of favor. Those are the only cameras that work that the CDD is monitoring. I understand that there are cameras at the garden. If those are in operation, I do not know who is monitoring them, but it is not us.

Mr. van der Snel stated the new area is going to have a third party monitoring the cameras in the storage area. The HROA is going to take care of that. There is power over there so they are going to install cameras.

Mr. Berube stated Mr. van der Snel and I have had general conversations. Now that we have internet anywhere with air cards, we talked about having the cameras at the boat docks being live and monitored as well. The boat docks have not been a problem, but things happen. The big problem at the boat docks is getting internet there and before you needed wires and the power at a great expense. Now we figured out that these Sprint air cards work very well for internet and you can put them almost anywhere. We can monitor them from anywhere. That would give us cameras at the boat docks if we so decide, but we have not put that package together yet because we have a lot of other things going on. That is on the drawing board for cameras at the docks.

Mr. Farnsworth stated that explains where the three cameras are that existed. It sounds like there is only one available.

Mr. Berube stated there is only one available.

Mr. Kouwenhoven asked do you know if those air cards work?

Mr. Berube responded yes.

Mr. Kouwenhoven stated that is good because sometimes you need a large bandwidth for those cameras.

Mr. Berube stated we are running his office on an air card now with no issues.

Mr. van der Snel stated correct.

Mr. Berube stated Maxicom works on it.

Mr. van der Snel stated I have 35 mbs downloaded.

Mr. Berube stated we have not switched the cameras at the pools to air cards yet, but we probably will. It is not high on the agenda, but we will probably get there.

Mr. Kouwenhoven stated that is good.

Mr. Berube stated the first air card we will try with the cameras will probably be at the docks.

C. Field Manager

i. Dock and Maintenance Activities Report

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

Ms. Kassel stated I wanted to thank you for putting the springs in the gates at the dog parks, but unfortunately they are not what I was thinking of. When somebody leaves the park with their dog, one of the problems is that they are leaving the gates open and those springs leave the gate open. When you walk into the dog park, the spring will shut behind you. It looks like they are only on the inner gates.

Mr. van der Snel stated there are two gates.

Ms. Kassel stated they are only on the inner gates. What happens is the gate will close behind you, but on your way out when you open the gate, the spring will open the gate and leave it open. This is what happens frequently. Somebody goes to the dog park and when they leave the dog park, they leave the gates open. Somebody comes through the other gate, lets their dog in, and then their dog runs out the other side because those gates have been left open.

Mr. van der Snel stated my thoughts on that are there are two gates: one gate goes into a small tunnel and then another gate goes into the dog park. There are two gates. If you leave one open, it will not harm anything because the one that goes inside of the dog park has a spring on it that automatically closes.

Ms. Kassel stated only if you go into the dog park, not if you leave the dog park.

Mr. van der Snel stated the spring works on one gate. When you open it, it automatically closes.

Ms. Kassel stated only if you are opening it into the dog park. If you are opening it out of the dog park, or into the airlock as we call it, then it will remain open when you leave.

Mr. Farnsworth asked does that gate swing either way?

Ms. Kassel responded yes. All of the gates swing either way.

Mr. Walls stated make it swing one way.

Ms. Kassel stated we need a new mechanism that will fasten into a one-way gate so that it will slap shut and lock.

Mr. LeMenager stated a one-way gate will solve the problem.

Mr. van der Snel stated I will work on it.

Mr. Berube asked is it a single spring?

Mr. van der Snel responded yes.

Mr. Berube asked how about putting another spring mounted upside down?

Mr. LeMenager asked is it cheaper to weld a small piece of metal so that the gate only goes one way?

Mr. Walls responded that is a good idea.

Ms. Kassel stated the problem is if the drop fork is open when they open the gate, it does not matter if it swings back because it is still going to open the gate.

Mr. LeMenager stated it sounds like a one-way gate is the solution.

Mr. Kouwenhoven stated fire marshals get picky about which way gates open due to ingress/egress.

Mr. Berube stated I think that I have seen some that are good for two-way gates. They are centering automatic stops.

Mr. Farnsworth stated that is normally in a building.

Mr. Berube stated we will figure it out.

Mr. van der Snel stated we will make it work. I think Mr. LeMenager's idea is a good idea. I will weld a piece of metal or aluminum so it shuts and cannot swivel. We will put springs on the other gates.

Ms. Kassel stated one of the springs does not close the gate all the way.

Mr. Farnsworth stated in my opinion, the gates should both open outward from that area. Otherwise, you are jamming people into that small area.

Ms. Kassel stated they are far enough apart that it does not matter.

Mr. Berube stated the sad reality is that we are going to have all of this conversation and spend all of this money because of inconsiderate people.

Mr. van der Snel stated we are up to speed with everything we have accomplished.

Mr. Berube stated there has been a lot of progress and a lot of things are happening. Everything looks good. Mr. van der Snel and I went to a school district upper level management meeting earlier in the month. We met with four people, three of whom are in some form of management. One is Mr. Clyde Wells, who is in charge and is completely in favor of turning over the school property to us. They will fix it and pay all of the bills. He is okay. He said that the water did work there for awhile and they were paying for all of the water and electricity, and then it changed. He likes having an interlocal agreement. His second in command, Mr. Mark Cavinee, is not as sure about it as he believes that it will be a big budget item. The third guy who has to bring it all up to snuff and get it all fixed said that it will cost a lot of money to get it all fixed. We had three different levels of which way this is going to go. We discussed it back and forth, and finally Mr. Wells was the voice of reason and said they will get back to us in a couple of weeks. He told the guy in the field to get some irrigation contractors to find out how much it is going to cost to make all repairs and how long it is going to take.

Mr. LeMenager asked can we quote on that since we now have all of these irrigation experts on our payroll?

Mr. Berube responded I would rather not.

Mr. Farnsworth stated we should stay out of that.

Mr. Berube stated we could and could probably do it relatively cheaply. We do not know what they are going to find on their property. There may be some broken pipes. We are going to stay away from the expensive items, like replacing timers and so forth. We are going to put a number in our interlocal agreement, either \$500 or \$1,000. If something of that expense happens, it is going to be on the school district.

Mr. LeMenager asked is this for our land? They control the sprinklers on our land and we are going to take that over?

Mr. Berube responded yes. We are going to maintain their facility, but we are not going to take on any of the maintenance expense. We will repair broken sprinkler heads everywhere because when they are broken, they see a leak and they shut it down. That is the problem and they are going to continue to do that. In principle, they were okay with that. They will bring it all up to snuff to where it all works and does not leak. We will take it over and maintain it all. In exchange, they will pay for all of the water and electricity. Our cost for fixing sprinkler heads is \$6 per sprinkler head and takes Mr. Borieo 10 to 15 minutes to change the sprinkler head. It is no big deal.

Mr. LeMenager stated the crux of the matter is that when we see a problem, we will just send out Mr. van der Snel and his team and it gets fixed like that. When they see a problem, they turn it off and send 16 requisitions down to Heritage Park.

Mr. Berube stated no, they just shut it off.

Mr. LeMenager stated that is what I am saying. They shut it off and then send 16 requisitions down to Heritage Park and they all get lost.

Mr. van der Snel stated the difference is that Mr. Borieo is going to be monitoring in his rounds. We have a system that all of the clocks are being serviced every month. There are 540 zones. To add the school will add nine zones.

Mr. Berube stated there is nothing there.

Mr. van der Snel stated it will take him about an hour to two hours to check it. He is going to return all the time. It is a cycle. Whenever there is a break or a fault, he will know because there will not be any irrigation. We have more control over the irrigation than we ever had before.

Mr. Berube stated right. did you take the Maxicom class from Mr. Mike Walker?

Mr. van der Snell responded yes.

Mr. Berube asked are you up to speed on Maxicom?

Mr. van der Snel responded yes.

Mr. Berube stated there have been multiple fingers in the Maxicom system. Maxicom would not shut off in the rain because someone got in there and did not understand it and shut off the rain shut-off switch. Communications were bad. It was a disaster. Mr. Walker has been working on this since we discovered the problems, and it is now under control. Maxicom is in good shape.

Mr. van der Snel stated if you have rain and it goes into a cup, the rain will go up 60%, 70%, or 80% before it shuts off. We decide how full that cup needs to be before it shuts off. It was on 70%. That is a lot of rain before the system detects that it is raining. It would still be raining and the system would say that it still needs to irrigate because the cup is not full enough. Now we are going to put it on 30% or 40%, so when it rains, that cup will fill up earlier. It is actually a tumbler.

Mr. Berube stated we have a fancy system that was not being used to its capability. As many shortcomings as it has, it was not being used properly. It is in good shape now and there is still more tweaking going on. This property has 540 zones, and Mr. Borieo goes out every day and goes through every single zone and every single clock and watches what is going on.

Mr. LeMenager stated good.

Mr. Berube stated taking on the school is nothing. We are anticipating that it will take them until early January to come back to us with a proposal. We will get their lawyers to write an interlocal agreement and then give it to Mr. Qualls to review. Then we will finally get the water on and redo Cupseed. It has only been a year since you brought this up. Dealing with the school district is what it is. They are nice folks, but everyone has their own opinion.

ii. Buck Lake Boat Use Report

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

Mr. van der Snel stated we are working on the docks. The kayaks have been refurbished. There are new seats and new handles; they just need to be cleaned. I am looking tomorrow at putting another deck because the guy that does the rubber recycle also does decks for pontoons. It is recycled material and lets water through. I have an estimate for that.

Mr. Berube stated the rubber recycling is important because you are contemplating that for around the trees and pool.

Mr. van der Snel stated yes. The recycled material is the wand of a tire. They take that off and chip it into mulch. I should have brought some with me. It is like mulch. They put it in and pour a glue on it so it stays. They actually mold it around the trees. It is awesome. It is 100% recycled material.

Ms. Kassel stated I just worry about the additives that they put in tires to make them last long.

Mr. Berube stated the glue seals it in.

Ms. Kassel stated I do not know. It has to be biodegradable.

Mr. Farnsworth stated something has to degrade over some period of time. The question is how long.

Mr. Berube asked have I seen this at Disney? Some of their trees are surrounded by rubber mats.

Mr. van der Snel responded he serves Disney. That is his work. I worked for Disney for three years and I know how picky they are in the environment. I will talk to him tomorrow.

Mr. Farnsworth asked how often do they replace it?

Mr. van der Snel responded he gives a three-year warranty on it. Three years is a long time, especially in Florida with the weather here. Let us see what happens. I cannot guarantee that it will last for 10 years. The palm trees are going to grow. Eventually we have to cut around it.

Mr. Berube stated anything is better than what is there now. You have ants coming out of these things. In the summertime, sometimes you get underground bees and have these bee problems when people go by there. We will see what happens. Things are looking good around here and things are happening quickly. People are reporting on Facebook that they are happy.

Mr. van der Snel stated we have two doggie pots in the Green neighborhood yesterday and today. It was reported on Facebook.

Ms. Kassel stated Ms. Elizabeth McFarlane reported it.

Mr. van der Snel stated they were right. There are hardly any doggie pots.

Mr. Berube stated those were the two that were in the trailer to place somewhere else, so they came from inventory. This building now has to make a profit and return that profit to Starwood. There is now a meeting fee associated with this room. It has been negotiated by Mr. Glantz with Integrity Golf. It now costs us \$250 for every meeting we hold in this room.

Ms. Kassel stated I saw that we should check into the school because they may have a better rate.

Mr. LeMenager stated I hope they are reading the minutes because they are dreaming if they want \$250 for this room.

Mr. Berube stated there are other options. The Tavern is available. I think that is more intimate. They can set up largely what we have here in the Tavern room. It will probably eliminate the need for the sound system. The pricing in that room will be less. They do not know the amount because we do not fit in their room fee schedule. It will probably be somewhere between \$150 and \$175 to use the Tavern room. I would be inclined to use that room because it is not as cold.

Mr. LeMenager asked do we get coffee?

Mr. Berube responded I guess we can ask.

Ms. Kassel asked can we look into the school?

Mr. Walls responded I would go with whatever is cheaper.

Mr. Berube asked why do you think that you can use the school?

Ms. Kassel responded because the cafeteria was designed to welcome community events while locking off the rest of the school.

Mr. Walls stated they have Boy Scout meetings.

Mr. LeMenager stated I was there for a Relay for Life meeting.

Ms. Kassel asked can someone please look into the school?

Mr. Berube responded we know the guys at the top of school management.

Mr. Walls stated you need to talk to the principal, Mr. John Davis. I can talk with him if you like.

Ms. Kassel stated yes.

Mr. Berube stated the other question becomes when the HROA people come into this building and use these facilities, they pay just like we do. The HROA committee has a budget set aside for their activities. This comes back to usage fees. Mr. Glantz mentioned earlier about the HROA and the developer using CDD facilities for the winter festival, carnivals, and movie night. I know that we have usage fees coming up. As a matter of fact, Mr. Jim Larisa was going to come tonight and talk about the use of soccer fields and the fees for the St. Cloud Soccer Club to use the fields. I said that there should be a fee for that because it is a profit-making enterprise. The question becomes when the HROA asks for usage of our facilities, whether it is Lakeshore Park, the Town Square, or

whatever the case, do we want to charge for the use? Everyone is charging for everything.

Mr. LeMenager stated I think it is time for our annual review of the rules

Mr. Berube stated we have it scheduled for the first quarter. That is why I am bringing it up.

Mr. LeMenager asked when did we last review the rules?

Ms. Kassel responded six months ago.

Mr. Berube stated we have been talking about revisiting our rules the first quarter of the year and Mr. Moyer is not here tonight to set up the schedule. Next month we will pick a month. This is one of the things that we have to think about.

Mr. Walls stated we need to make it happen.

Ms. Kassel stated my sense is that if it is something that is specifically for Harmony residents, we might not charge, but if it is for anybody including anybody outside of Harmony, then we charge. That is one idea.

Mr. Berube stated that might be hard to control.

Mr. Kouwenhoven stated all you are doing is charging yourselves.

Mr. Walls stated we have a lot of outside groups that come in.

Mr. Kouwenhoven stated I know, but residents are funding both sides.

Mr. Walls stated I think we can work out the HROA part because you are right; it is going from one pocket to the other. We have church groups and soccer clubs.

Ms. Kassel stated that is a different story.

Mr. Walls stated we should charge outside organizations that are using our facility that our residents are paying for and not all of them are residents that are using it.

Ms. Kassel stated that is right.

Mr. van der Snel stated if someone is a resident, they reserve it with their name and have the event.

Mr. Walls stated we will have to work that out.

Mr. LeMenager stated Kissimmee and St. Cloud have usage fees. It is not unreasonable to charge a fee to outside groups.

Mr. Berube asked do we want to set a date for the workshop for this now?

Ms. Kassel responded I do not think it is necessary. We will wait for Mr. Moyer to return.

Mr. LeMenager asked is this workshop for review of the rules?

Mr. Berube responded yes.

Mr. LeMenager stated there are a few other things in the rules we need to clean up.

Mr. Walls stated I am thinking about February or March but we can talk to Mr. Moyer.

Ms. Kassel stated let us wait until January to set the workshop for February or March.

Mr. LeMenager stated we did start a year ago and then we took forever to make a decision.

Ms. Kassel stated yes.

Mr. Berube stated it will be faster this time.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. November 30, 2014, Financial Statements

Ms. Burgess reviewed the financial statements, which are included in the agenda package and are available for public review in the District Office during normal business hours.

Ms. Burgess stated we are two months into the fiscal year and I do not have a lot to report. If you have any questions, I would be happy to forward them to the accountant or Mr. Moyer when he returns.

Ms. Kassel stated I have a correction on page 62 of the pdf. On the notes for the financials, under the general fund, the fifth arrow point said that the payment was approved in October, but it was not the case. We have not approved final payment. We approved payment minus 15%.

Ms. Burgess stated correct.

Ms. Kassel stated I just want the record to reflect that those notes are incorrect.

Ms. Burgess stated you are right.

B. Invoice Approval #176 and Check Register

Ms. Burgess reviewed the invoices and check register, which are included in the agenda package and are available for public review in the District Office during normal business hours, and requested approval.

Ms. Kassel asked what are the holding tanks for?

Mr. van der Snel responded for the sewer for the trailer. There is no public sewer system out there.

Ms. Kassel asked is it septic?

Mr. van der Snel responded yes. It is a big, flat, holding tank bed that is above ground.

Ms. Kassel asked does someone come out and empty it?

Mr. Berube responded they come and pump it out. There are two portions. I had this discussion with them because \$200 seems like a lot of money to haul away waste. He talked to Mr. Kincaid, and there is one portion for the lease of the tank and the other is the hauling away of the waste.

Ms. Kassel stated there were two \$200 charges.

Mr. Berube stated there were two different months.

Ms. Kassel stated so in other words, the \$200 covers both the rental of the holding tank and the waste hauling.

Mr. Berube stated yes. After the first of the year, we are going to go back to Mr. Kincaid and maybe look at buying out the tank and paying for just the hauling service. This just popped up, and \$200 to haul away waste seems like a lot of money. We had this discussion and you had the same thought.

Ms. Kassel stated I guess that we cannot do septic.

Mr. Berube stated we can if you want to put in a line.

Mr. Walls stated septic costs a lot of money.

Mr. Berube stated we have two choices: a holding tank or a tie into the line.

Mr. LeMenager stated we do not have a long-term lease on this property.

Mr. Berube stated that is exactly right. That is why it has a plastic tank.

Ms. Kassel stated the KUA bills are about 75% higher than usual. Is that because of the new sod?

Mr. Walls responded pretty much every bill had higher water usage from the previous month.

Ms. Kassel stated some of them were twice as high.

Mr. Berube stated there are several reasons. The Maxicom system went haywire. For whatever reason it was running in the rain.

Ms. Kassel stated in other words, we are not expecting that every month we are going to have 75% higher bills.

Mr. Berube stated no. We ran Maxicom a lot because we had 7,200 square feet of new sod as well as the soccer field. There was a lot of manual running of Maxicom as well as automatic running in the rain, which took some time to figure out.

Mr. LeMenager stated the soccer field and 7,200 square feet of sod pale in comparison to the entire size of the project and does not explain 75% extra.

Mr. Berube stated no, it does not. Look at the trend of water usage and what was going on there.

Ms. Kassel stated most of it was along Five Oaks and Schoolhouse. Most of those bills were three times higher than it usually is.

Mr. Berube stated because you have large meters and when those circuits run, it is a lot of water. If you look at the trend, it had been up and then it was trending down over a period of time. Then you had this big boost back up. If you look at this month's bills versus the same period last year, there are almost on the same hill. We have had these hills and valleys. This is all of the manual running and adjustment of Maxicom that was going on. That is all now standardized and things should return to normal starting December 15 when the new clock schedule went live.

Ms. Kassel stated we will see.

Mr. van der Snel stated we had to test all of the zones and they all had to come on for three to four minutes. If you add all of that up, that is why there was such a huge increase. It will get better.

Ms. Kassel stated in the attorney's bill, we spent \$300 to \$400 to collect the fence removal fee from Mr. Heaphy. This is ridiculous. All of this money that we are spending on the attorney to collect on something that we are never going to get anyway, most likely, is a waste.

Mr. Berube stated but those fees are going on his bill.

Ms. Kassel stated we are paying the attorney, and Mr. Heaphy most likely is not going to pay us.

Mr. Berube stated I understand. But what else do you do? We send him a bill and threaten to put a lien on his house if he does not pay, but then do not take that enforcement action? People learn about that quickly. What do you do?

Ms. Kassel responded I do not think that you keep on throwing good money after bad.

Mr. Berube stated that is fine.

Mr. Kassel stated there has to be some end point.

Mr. Walls asked why not just put the lien on the property?

Mr. Berube responded that is the next step. There are no more letters.

Ms. Kassel stated I think that a lot of letters were sent.

Mr. Berube stated a lot of the charges were for the preparation of the letters. There were two letters and Mr. Qualls does a lot of preparation time and research. We talked about that before we decided to send the letter. You have to take the enforcement action.

Ms. Burgess stated I think what Mr. Qualls needed to check into was to make sure that we could take the recourse that we wanted to.

Mr. Berube stated yes, that going down the road we were going was legally okay.

Mr. Walls stated I was curious about the property tax bills. There were three property tax bills.

Ms. Kassel stated there was something about an exemption.

Mr. Walls stated it said to go ahead and pay, but ask for an exemption next time. I thought was had an exemption.

Mr. Berube stated Mr. Moyer has notes about that. It had to do with the movement of land.

Mr. Walls asked Ms. Burgess, can you check on those property tax bills and let me know what the issue was behind those?

Ms. Burgess responded yes. I will ask the accountant tomorrow.

Mr. Walls stated I had a question about the Florida Blue invoice. Are we paying separately for insurance?

Mr. Berube responded yes.

Ms. Kassel stated that is new.

Mr. Walls stated that is not included as part of the overhead that we are paying the staffing company.

Mr. Berube stated right. We are going to have three monthly bills for staffing. There is one for FRM, which is for payroll services. There is another one for Blue Cross Blue Shield, which is integrated from FRM but not directly paid to them because for employees that have withholding, it gets withheld from their check. That is why you see on the FRM bill that there is a return of insurance because they are integrated. Then there is a third bill for the other benefits, such as vision, dental, and short- and long-term

disability. That is handled by Principal Financial Group, which is also integrated with FRM. The Blue Cross Blue Shield and the Principal Financial Group staff are all with one agency, but you pay each individual entity. All of that shows up in the budget for field staffing. If you look at that, so far we are well under the budgeted target. We are going to do fine.

Mr. Walls stated I have never seen it set up like that.

Mr. Farnsworth stated it sounds strange to me.

Mr. Berube stated what happened is because we have limited number of employees who have insurance for family members, FRM did not want to handle all of that so they have us pay it separately. It actually costs us less because if it was integrated with FRM, we would pay the 27.27% premiums. By taking it out of there, we save 27.27% on the insurance fees, which works for us. That is why we have three bills.

Mr. Farnsworth stated as long as it does not leave any of the employees hanging.

Mr. Berube stated no.

Mr. Farnsworth stated that letter seemed to imply that it could have happened.

Mr. Berube stated it is all working very well. We are in direct contact with the insurance agent. We had a minor problem with mailing addresses and with Blue Cross Blue Shield almost being shut off. It is all taken care of and everything is operating smoothly.

<p>On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the invoices and check register, as approved.</p>

C. 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.

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.

Ms. Kassel stated people are reporting directly to Mr. van der Snel at this point on Facebook, calling, or texting. I just wanted Ms. Burgess to know that the management company will likely not be completing the communications log at this point because communications are going directly to Mr. van der Snel. The communications log is a list of all issues that have come up. I do not know if it is asking too much for Mr. van der

Snel to prepare a spreadsheet whenever a resident reports a concern or complaint so we can see the types of issues he is dealing with.

Mr. van der Snel stated sure.

Mr. Berube asked who handles the comments log?

Ms. Kassel responded Ms. Rosemary Tschinkel does.

Mr. van der Snel stated she sends it to me to fill in the status of items.

Ms. Kassel stated no one is calling Ms. Tschinkel anymore. They are calling Mr. van der Snel.

Mr. van der Snel stated I can prepare a log on all the calls I receive.

Mr. Berube stated or add whatever you get on Facebook to the communications log that Ms. Tschinkel sends to you.

Mr. van der Snel stated that is fine with me, too.

Mr. Berube stated he can just add to the comments log. That way it gets accumulated and we can see what is going on.

Ms. Kassel stated it is recorded. Then you can send it to Ms. Tschinkel. Whoever prepares the agenda package can request a log from Mr. van der Snel.

Mr. Berube stated he sends all the invoices and other reports to the management company. He can just modify the comments log and send it with the package and it will be included.

Ms. Kassel stated it is good to see what is going on in the community in a single page from month to month so we can see if there are reoccurring problems or patterns.

Ms. Burgess stated I agree.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Mr. LeMenager stated thank you to Ms. Kassel for the Christmas cookies.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, the meeting was adjourned at 7:40 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman