

# **MINUTES OF MEETING**

## **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, July 30, 2015, at 6:00 p.m. at Harmony Community School, 3365 Schoolhouse Road, St. Cloud, 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:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp & Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Garth Rinard	Davey Tree
Residents and Members of the Public	

### **FIRST ORDER OF BUSINESS**

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**

#### **Audience Comments**

Ms. Rachael Garwood stated we live behind an alley and people who do not live there are speeding. We have children on the street.

Mr. Berube stated speeding in the alleys has been a cause for concern a number of times. I think we dealt with this issue three or four months ago when there was an incident with a couple of small dogs. I do not recall the conclusion. We discussed alley speeds and speed limit signs.

Ms. Kassel stated several months ago, we discussed it and did not come to any conclusion. I believe there are speed limit signs in the alleys. There used to be 10 mph speed limit signs. I do not know the cost for painting a speed limit sign at the entrances to each alley.

Mr. Boyd stated the cost would not be significantly large. I can contact the striping company and find out the cost.

Ms. Kassel asked what do the other Board members think about that idea?

A Resident responded my problem with that is the cost. Would it make any difference because there is no legal enforcement? We requested a speed limit sign and people ignore it. It cannot be enforced because it is not a street.

Mr. Berube stated that is always a problem with any rule that you make or sign that you install. You can have a rule and you can have a sign, but what do you do when people ignore it?

Ms. Kassel responded if you do not have any posted signs, certainly people are not going to think to limit their speed. If you have a posted sign, at least there is a greater chance that they will limit their speed.

Mr. LeMenager stated you know my opinion. It is only going to get solved when you have traffic-calming measures. A 17- or 18-year-old kid could care less about a speed limit sign. We all know that is true. If you watched the Tour de France, you saw them go over hundreds if not thousands of traffic-calming measures. When I say the words "speed bump," everybody thinks about the American contraptions, which is a little pyramid. That is not a traffic-calming measure. You need traffic-calming measures. With a three-foot-wide hump, you can only do 15 to 20 mph going over it, but you can do it quite comfortably. We talked about speeding in the past. I am sure that we will talk about it many, many times, and at the end of the day, the Europeans have the right idea. The only way that you are going to slow people down is to put in traffic-calming measures.

Mr. Berube stated there are signs generally available relatively economically. I think all of you have probably seen the yellow signs that sit on a pole saying "Slow, Children at Play." That is probably as effective a measure as everything else, because if you put up a 10 mph speed limit sign, you will always have the guy who wants to challenge it and go 15 mph. No matter what number you put, someone will always challenge it. If the idea is to get people to think that kids are playing around, maybe the signs are the way to go. Because of the quantities that those signs are sold in, you can probably put up a sign like that for \$50. The question becomes how many you need to put up. Do you put up 20, 30, or 40 signs, and where do you put them? If you want them at the entrance to every alley, you will need 16 to 18 signs and maybe scatter them in other places around town. Twenty signs at \$50 each is \$1,000. Is that a good investment? I do not know. Visually,

do we want more signs? We have a good audience here tonight. Who would like to see “Slow, Children at Play” signs around town for an investment of \$1,000?

Ms. Kassel responded versus speed bumps.

Mr. Berube responded two people raised their hands. Who would like to have speed bumps behind their house and listen to cars and trucks all day long going over the speed bumps? No one raised their hands. How about speed bumps and never mind the noise?

Ms. Kassel responded four people raised their hands.

The Resident asked what about speed limit signs?

Ms. Kassel responded we talked about having one at the entrance at the alleys on the ground so that cars, as they are entering the alley, will see it on the ground in front of them.

The Resident asked can you put a 25 mph speed limit sign at the crosswalk?

Ms. Kassel responded we can have a 15 or 10 mph speed limit sign.

Mr. Berube asked do you want to have a 25 mph speed limit in the alleys?

Ms. Kassel responded no.

The Resident stated no, the roads.

Mr. Berube stated we are only talking about the alleys. There is not much that we can do about the roads.

The Resident stated the alleys should be 10 mph.

Mr. Berube stated as you can see, there is no good consensus to this.

Ms. Garwood stated I think a “Slow, Children at Play” sign would be fine. People go flying by, and they do not even live on the alley. It is a short cut for them.

Mr. Berube stated at some point, maybe we can get consensus of something that works.

Mr. Bill Fife stated I wanted to talk about the parks. From all the talk online, it seems like there are a lot of different options. I want to make sure that we are doing what is best for the community at large. We should do what everyone wants. People who live by the Green park have their opinions. People who live by the pipeline have other opinions. I just want to make sure that everybody gets what they want.

Mr. Berube stated there have been a number of exchanges on Facebook, which is generally how many of these issues engender discussion. Clearly, there have been a lot of different opinions. You always have the naysayers who say not to spend any money

on parks, and other people say to spend all of the money on parks. I am not sure, based on the responses to the various Facebook posts over the last five or six months, that we really need to do a survey. Maybe it is a good idea and maybe it is not. You will get the same 15 or 20 people who will offer their opinion, usually. I do not know but we will have further discussion on that. As much opinion as we can get is fine. Certainly, we have not had a cohesive discussion on this yet, but that is going to form up tonight, based on this agenda item. Now we will be able to have a yea or nay.

### **THIRD ORDER OF BUSINESS**

### **Approval of Minutes**

- A. June 25, 2015 Regular Meeting**
- B. June 26, 2015 Budget Workshop**

Mr. Berube reviewed the minutes of the June 25, 2015, regular meeting and June 26, 2015, budget workshop and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated I sent some corrections to Mr. Moyer, which I believe were sent out to the rest of the Board.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of the June 25, 2015, regular meeting and June 26, 2015, budget workshop, as amended.

### **FOURTH ORDER OF BUSINESS**

### **Public Hearing for Rulemaking**

- A. Public Hearing to Adopt Final Amended Rules of Procedure and Fee Schedule for Recreational Facilities**

Mr. Moyer stated the Board received in their agenda package, the rules and policies dated 2015, which this Board worked on for at least the past four months. We had numerous discussions at about every meeting during that period of time. They have now been reduced to writing, which is on the website. The Board members had input into this process. This meeting has been properly noticed for rule adoption pursuant to the provisions of Chapter 120, Florida Statutes, which is the Florida Administrative Code. It is now appropriate for the Board to take public comment on these rules.

Mr. Berube opened the public hearing and asked for public comments. There being none, the next item followed.

- B. Consideration of Resolution 2015-07 Adopting the Final Amended Rules of Procedure and Fee Schedule for Recreational Facilities**

Mr. Moyer read Resolution 2015-07 into the record by title.

Mr. Farnsworth made a MOTION to approve Resolution 2015-07 adopting the final amended rules of procedure and fee schedule for recreational facilities, as presented.

Mr. Walls seconded the motion.

Mr. Qualls stated before the Board votes on the rules, I performed a thorough technical review of the rules and have a couple comments. I request that the Board approve the motion, subject to District counsel providing these comments to Ms. Brenda Burgess. On page 75 on your agenda package, where it says "Law implemented," I added Section 287.055, Florida Statutes. We went through and made sure that all of the cites were accurate.

Mr. Berube stated we went on the record when Ms. Burgess was putting all of this together and we all agreed to the technical and typographical changes. It was already part of the record, but that is a good point.

Mr. Qualls stated Ms. Burgess did a fabulous job.

Mr. Berube stated it looks beautiful.

Mr. Walls stated it looks really nice.

Ms. Kassel stated thank you, Ms. Burgess.

Mr. Berube stated this is the nicest document that has ever been on the website.

Ms. LeMenager stated it looks professional.

Mr. Moyer stated Ms. Burgess would want me to give some of this credit to Mr. Farnsworth. He did a lot of hard work on this, which was invaluable to this process.

Mr. LeMenager stated I agree and I was going to mention that. Mr. Farnsworth took it upon himself to make sure that this document was decent. He did a wonderful job for us.

Ms. Kassel stated indeed. It was well organized and included all of the appendices.

Mr. Berube stated finally the rules package looks like it makes sense.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2015-07 adopting the final amended rules of procedure and fee schedule for recreational facilities, as presented, subject to technical and typographical changes.

## FIFTH ORDER OF BUSINESS

### Subcontractor Reports

#### A. Aquatic Weed Control - Bio-Tech Consulting Monthly Highlight Report

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

Mr. Berube stated we have no one here from Bio-Tech.

Ms. Kassel stated I just wanted to update you on recent events. I do not know if you received a copy of a report that was sent to Mr. Moyer this afternoon. Apparently, someone mentioned on one of the Harmony Facebook pages that they were a marine biologist and were looking for a tutoring job in Harmony. Whoever read it suggested she get in touch with me, and we drove around the ponds. She is a marine biologist with a bachelor of science degree from Coastal Carolina University and a masters degree in environmental management and geographic information systems from Florida Institute of Technology. She started her career as a chemistry and biology teacher at a high school in Kissimmee and then helped to manage all of the lakes and streams within the Reedy Creek Improvement District also known as Disney World. Now, she works at the Department of Environmental Protection as a chemist. When we drove around a number of ponds, she made a number of recommendations as to pond management. I have also been in contact with some other people and I am waiting for return calls. One person from IFAS backed out the day of the appointment. Unfortunately, he said that it would seem like private consulting. I still have some appointments. Someone from Winter Park may be able to do some consulting for us for free to act as an independent expert. We have Bio-Tech telling us one thing and we have our own ideas. Now we need somebody to give us an unbiased opinion. The marine biologist's name is Ms. Jennifer Dwyer.

Mr. Berube asked is she a resident?

Ms. Kassel responded yes. She has lived here for three or four weeks and made some great recommendations. Now, we have to look at our management plan and tell Bio-Tech or maybe go out for an RFP based on these recommendations that we receive from Ms. Dwyer and this other independent consultant to revise what we are doing so that it works better overall. We went to the pond on the northeast corner of the front nine. It is in the back corner of the Estates on the golf course. It is a torpedo grass festival. The torpedo grass is starting to grow into the center of the pond. It apparently has not been managed. Something that the Bio-Tech contract calls for is someone from Harmony to go around with them on a monthly basis. It would be a good idea to take photographs of the ponds, noting where there are problems, having Bio-Tech or whatever contractor suggest what the remedies are going to be, and then taking a picture next month or the

month after so that we can see, as a Board, what management is happening and if it is effective.

Mr. Berube stated I already asked Mr. van der Snel to do exactly that, take a picture from the same perspective on a monthly basis. I would like for him to get the entire pond in one picture. That should have started this month. For the larger ponds like Long Pond, you are going to need two or three pictures. In a year, you can flip through the pictures and see how the pond looks. We can do this as we have the guys whose phones have cameras. I agree that we need to manage this better.

Ms. Kassel stated we do. The picture of the entire pond is important, but for the areas where there are problems within the pond, a picture of the entire pond is not going to highlight where there are real issues. We need that, too. Mr. Moyer will send this out to the rest of the Board for consideration between now and then. I will see if I can get this person from Winter Park to give us a consultation and have his recommendations. Then we can review it and see what we can do. I will ask them for other recommendations for other vendors, just to see who else is out there and what they would supply us with and charge us. It cannot hurt after all this time to have other people bid on it and see what they would say.

Mr. Berube asked is Ms. Dwyer offering her services for free, or does she want to get paid on a long-term basis? I do not have any problem paying her.

Ms. Kassel responded we have not discussed that. As a new resident, she was interested in this and she went around *gratis*. For an hour and a half, we went around to the ponds, and she prepared a one-and-a-half-page report. She is not expecting any money. I am sure that she would love to be paid as a consultant, but that was not part of our conversation.

Mr. Berube stated if we are going to do this and take her on as a consultant, it is nice that people offer their time, but she might be getting into more than she anticipates. I do not have any problem paying her.

Mr. Walls stated before we talk about that, we need to figure out what our overall scheme is and how we are going to do it. Ms. Kassel is on the right track.

Mr. Berube stated this has been coming up over the last several months because Bio-Tech's contract is either going to renew or not on October 1.

Ms. Kassel stated I do not know if you read in the news that Bio-Tech was involved in a very egregious destruction of a newly replanted area that was supposed to improve biodiversity in an Osceola County park. It was apparently unintentional. Do you know anything about that, Mr. Berube?

Mr. Berube responded yes, Twin Hammocks I believe.

Ms. Kassel stated it was a conservation area. They were involved in this rather unfortunate debacle.

Mr. Berube stated it is my recommendation that we send Bio-Tech a letter informing them that we are not going to renew their contract effective October 1.

Ms. Kassel stated I think that may be premature.

Mr. Berube asked why? We already know what they are going to do, which is to tell us that we need chemical treatments. You heard that last month.

Ms. Kassel stated maybe or maybe not. It cannot hurt to get a new proposal from them. Maybe they will change their tune. It is not going to cost us anything to get a proposal from them.

Mr. Berube stated I just want to stop the current practice, which is where we are at. If we let it go past October 1, we are going to be renewing the contract automatically.

Mr. Moyer stated there is one thing that you have to deal with. When we go out to bid on anything, we need a detailed specification so everyone knows what they are bidding on. There is whole spectrum of how you manage aquatics. To the degree that she has worked with Reedy Creek, Reedy Creek is a public agency, and those specifications ought to be available to us. I think that might be a good place to start, which is to look at what they are doing. They certainly have some qualified people who are environmentalists, some of whom I know. I think that is where we need to start. It can be a very simple specification or a complex one.

Mr. LeMenager stated pragmatically speaking, it is August 1, and there is no way in the world that you can send out a bid by October 1. We are already too late.

Mr. Walls stated I would have to see the contract, but I do not think that we are locked in.

Mr. Berube stated we are only managing our ponds once a quarter anyway. If we go from now, we could have five months with no pond treatment but three of those would probably be part of the normal cycle anyway. The reality is that we discussed this several

times in the past, and we keep renewing with Bio-Tech. The other issue is if we continue to treat the golf course ponds for aesthetics. I am saying that we do not treat them, and that is part of the new proposal.

Mr. LeMenager asked when do we actually get to see this proposal?

Mr. Berube responded fairly soon.

Mr. LeMenager stated as we discussed last month, you are a well-intentioned layman, and we need to get some people like Ms. Dwyer who know what they are talking about and are not just unintentioned. I am not disagreeing with you. You are very well intentioned, but what do you know about it? You are basing this on what you read on the internet.

Mr. Berube responded I know what I see. The point is that we have to make a decision about our current pond management plan, and that deadline is looming. Do we allow Bio-Tech to renew or stop them as of October 1?

Mr. Walls responded I think we need to look at the contract to see whether it is month-to-month or whether we can terminate it at any time.

Ms. Kassel stated I think we are on a month-to-month basis.

Mr. Qualls stated I do not know. I think step one is to look at your current contract and find what the termination language says. I can have an answer for you tomorrow.

Ms. Kassel stated I have a copy of it.

Mr. Berube stated so do I.

Ms. Kassel stated I seem to recall that we are on a month-to-month basis.

Mr. Berube stated most of our contracts terminate with 30 days' notice.

Mr. Walls stated if that is the case, I recommend doing what you are doing and do not stop treating the ponds until you figure out what you are going to do next.

Ms. Kassel stated I agree.

Mr. Berube stated since Ms. Kassel is in contact with Ms. Dwyer, please contact her again and tell her that we want to explore the possibility of having her be our long-term consultant. If she wants to charge us for that, we need to know what that figure is going to be. I think it is a great idea.

Mr. Walls stated I think what has happened is, she provided us with a recommendation, and we are probably going to hire a company once you implement those recommendations. We do not need a consultant perpetually.

Ms. Kassel stated maybe, if the consultant is once or twice a year to see whether or not our pond management practices are doing the job correctly.

Mr. Berube stated we already started taking photographs, and we will continue doing that. Ms. Dwyer can continually look at the ponds visually. Over time, we will have the photographic record, and we will be doing active management rather than just telling people to just go treat the ponds.

Mr. LeMenager stated I like what Mr. Moyer said about getting a copy of what Disney or Celebration has.

Ms. Kassel stated that is in addition to what we are talking about.

Mr. Qualls stated I pulled up a non-executed version of Bio-Tech's contract. We use the standard form, and the Board is correct. I want to make it clear that I am not looking at the final version. There is a 30-day termination notice requirement.

Mr. Berube stated the renewal is not a big deal.

Mr. LeMenager stated we do not need to have a formal RFP. It is well under the \$195,000 threshold.

Mr. Moyer stated you are correct; it does not have to be formal.

Ms. Kassel stated we need to have an RFP that is clear and thorough.

Mr. Berube stated that reflects what we want to do.

Mr. Walls stated the scope of work shows what we want.

Mr. LeMenager stated we do need to have an RFP unless we have an expert prepare the RFP. We need to tell a number companies who we are and what we want to do and provide proposals on how we can achieve that. Frankly, if the seven people sitting here write the RFP, none of us know anything about it.

Mr. Berube stated I like having resident input and guidance, and Ms. Dwyer is a resident. She seems to be very well credentialed.

Ms. Kassel stated we have another person in Harmony we can contact.

Mr. Berube stated we can get their recommendation and make that part of the RFP.

Mr. Walls stated I think that the scope of work is very simple. We want to make sure that we keep invasive plants out of our ponds, make sure that the outfalls are clear, and make sure the ponds function properly. We do not want to use chemicals. We make that our point.

Ms. Kassel stated I think there is a lot more to it than that.

Mr. Walls stated what I am saying is, if we do not want to use chemicals, we make it a point and tell them that we want to maintain the ponds with the least amount of chemicals as possible. I think that the scope of work is simple. You can put that out there and see what they come back with and compare that with the recommendations we were given. Then we can decide what works best.

Ms. Kassel stated I will contact Ms. Dwyer and request RCID's pond management plan. I do not know if you want to contact her or for me to contact her. At least we have that to look at to see if their management plan already works for us so we do not have to make it up on our own. They are already an expert at making sure that their management works.

Mr. Moyer stated since Ms. Kassel has experience with Ms. Dwyer, I recommend that you contact her. If for some reason she cannot obtain the plan, we can get Celebration's management plan.

Mr. Berube stated the next thing that we need to think about is if we want to continue managing all the golf course ponds or just limit it to CDD-owned ponds.

Ms. Kassel stated I think that the answer or the advice will come from these consultants because the ponds are interconnected. I know that Mr. Boyd can tell us whether or not we are obligated as a CDD to maintain those ponds. I think that is a consideration, but this advice will tell us if it is a better idea to maintain those ponds because they are part of the water retention infrastructure.

Mr. Boyd stated as far as if the District is obligated to maintain them, I would say that the ponds were platted with CDD easements over them for the purpose of maintenance. From the standpoint of flood protection, I think that you should consider yourself obligated to maintain and protect them.

Mr. LeMenager stated I would think that we want to. If you went through Tropical Storm Fay where it rained for 72 hours straight, your ponds worked very well. We want to make sure the next time it rains constantly for 72 hours, that the ponds work very well. If that means that we continue to maintain the golf course, we need to do so because it is one system. At a certain level, there is only one pond.

Mr. Boyd stated I can assist with letting her know how they are connected.

Ms. Kassel stated that would be helpful.

Mr. Boyd stated as far as from a hydraulic standpoint, that is the most important aspect. From a standpoint of how the ponds look in terms of how much algae are there and how green they are, to a certain extent, that does not affect how they function hydraulically until you get to a certain point of where they get choked, which is an aesthetic point that you would really not want to live with anyway. At that point, you can start looking to see if the outfall is clogged.

Mr. LeMenager stated I am concerned with respect to this Board potentially developing an “us” versus “them” relationship with the golf course.

Ms. Kassel asked the developer or the golf course?

Mr. LeMenager stated the golf course.

Mr. Berube stated they are tied together.

Mr. LeMenager stated yes, but we certainly have all seen stories in the news about communities that lost their golf course because it went bankrupt. Do I love the way that the original developer set this up? No, but you deal with the cards that you are dealt. I think it is very important that within the law, we do whatever is necessary to encourage the golf course to be successful. The original concept of Harmony is long gone. This is now a golf course community well out of town. If we let the golf course go seedy and the ponds do not look good, it is a slippery slope. Do I love supporting the golf course? No, absolutely not. Am I afraid of what happens if we do not support it and suddenly at some point when the developer is gone, no one wants to run it? You definitely have to keep that in the back of your mind.

Mr. Walls stated I do not mind incorporating the golf course into whatever plan we have going forward. I think there needs to be the recognition that we are probably doing more than we have to, and there should be some type of *quid pro quo* in terms of us never having to pay for a meeting room there.

Mr. LeMenager stated I agree with that completely.

Mr. Walls stated they need to recognize that we are helping to keep the golf course look nice and we should get something in return.

Mr. Boyd stated most golf course communities have houses on them, so the golf course is really benefitting the owners who live on it. If there is a pond on the golf course, only the people who live on the golf course see it. Your community was designed in a way that golf course is open space. You cannot see all of the ponds from the street,

but a large majority of them are visible from homes and/or streets. When you think of the golf course, you have to think of it as open space for the entire development, as well as the golf course.

Ms. Kassel stated the goals that we have published on our website, in terms of the ponds, does not just talk about stormwater retention functionality. It talks about water quality. It talks about maintaining historic water levels and flows; preserving historic storage for the 100-year storm event; providing positive drainage for streets, parks and neighborhoods; serving as an asset to the community; and providing wildlife habitat. All of those things are goals. It is not just stormwater retention and functionality. There are a larger set of goals that we are tasked with in terms of our decision making for managing those ponds.

Mr. Berube stated I agree. I take the contrary viewpoint sometimes just to engender discussion, and we have had a lot of good discussion here. I am not against Mr. LeMenager's point of maintaining the golf course ponds, as long as everyone knows that we may not have to. It is not anti-developer.

### **B. Landscaping - 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. Rinard stated on the whole, we continue to be in good shape. The biggest battles right now are with the irrigation and chinch bug activity. These are in isolated areas. Spot treatments continue. I think you have probably noticed that there has been sod patching going on. We have been able to keep up with routine items as well as specific plantings. We have some tree trimming, but I think I noted in the summary that we are slightly behind. We will resume the beginning of next week.

Mr. Farnsworth asked does that include some of the questions that I raised where some of the street lights are getting branches that are weaving all around the poles?

Mr. Rinard responded yes. We have a lift coming in next week to address those items.

Mr. Berube stated we skipped trimming the interior trees last year. I know that you drive around the community fairly frequently. Is it time to trim those trees? It seems like it is time to trim the trees on the interior streets.

Mr. Rinard stated we talked about that before as far as the cycles are concerned. They are on a two- to three-year cycle. I think we are ready to trim them.

Mr. Berube stated some trees have never been trimmed before, and there are new streets, especially across the street, as well as the main streets. Maybe we need some guidance from you. Is it more economically feasible to trim the entire community at one time, considering staging?

Mr. Rinard responded yes.

Mr. Berube asked is it 25% more feasible, 20%, or 10%?

Mr. Rinard responded I do not know that I can get that to you right now. I would have to look at the scope.

Mr. Berube stated in prior years, we paid somewhere between \$15,000 and \$17,000 to do the interior streets and the exterior streets. Would that still be a reasonable number and should we use it for budgeting purposes?

Mr. Rinard responded it is a reasonable number. You might push that to \$17,000 to \$19,000. It is the same ballpark.

Mr. Berube asked how about pushing it to \$16,000 to \$18,000?

Mr. Rinard stated we have more trees.

Mr. Berube stated I know. We have to plug these numbers in. The next time that you are driving around, look at everything. We are probably going to ask you for a couple of proposals for the interior trees versus the exterior trees and putting it all together.

Mr. Rinard asked how soon do you need to have a proposal?

Mr. Berube responded the numbers you gave us are close enough. We will put those numbers in the budget. Certainly we are not going to trim them until November or December. We can look over the proposals and make the final decision. Is everyone happy with what is going on with landscaping?

A Resident asked yes. As you are driving around, I see a lot of trees that are on what I call the parkways, the area between the street and the sidewalk. Is the home owner responsible for those trees? There are shoots coming up, and the entire tree looks like a bush rather than a tree. Is that the home owner's responsibility to trim that, or is it the CDD's responsibility to trim them?

Mr. Rinard responded my answer to that depends on the location. In essence, the outer perimeter of the boulevards and main drives are the CDD's responsibility, but the interior areas in neighborhoods are basically the residents' responsibility.

Mr. Berube stated Schoolhouse Road, Five Oaks, and Cat Brier are maintained by the CDD from the ground up. For the interior streets, we have historically asked residents to maintain them to keep them clean and neat.

The Resident asked does a notice go out to the residents? Some of them look really bad.

Ms. Kassel stated the HROA should be sending out notices on trees.

Mr. Berube stated no. They are our trees. If you have some addresses, provide them to me, and we will decide what to do about them. Take a look around and if you have a concern like that, email me or send me a personal message and we will handle it.

Mr. LeMenager stated I have reminded residents to take out their clippers and trim the trees. I have done that.

The Resident stated I have done that on occasion, but some of these are so bad.

Mr. Berube stated once I have a list of addresses, I will meet with Mr. Jon Rukkila and take care of it.

A Resident stated I sent an email to Mr. Berube about our tree. Sometime this year, I have seen pink or orange tags around our trees. I did not know what they were for so I removed them. Someone told me you probably put them there to mark a tree that needed to be trimmed.

Mr. Rinard stated I do not recall putting tags on trees but it is possible. I do not know the reason for them. There are no major concerns with the trees.

Mr. LeMenager stated we do not maintain trees for height. However high they get is how high they get. There is nothing that we can do about that. We do not crown trees.

A Resident stated the area around the garden outside of the garden fence, now that the HROA has taken over the garden, I think that you are mowing outside of that area.

Mr. Rinard stated we mow it on a courtesy basis. This time of year, it is a one-week to 10-day cycle, which may stretch depending on what is going on.

The Resident stated I just took over the garden and I am trying to find out who is doing what.

A Resident stated there is a home owner on the interior that has a tree encroaching over the sidewalk. What is the height that we, as home owners, need to have it?

Mr. Berube responded to 10 feet. It is a courtesy request.

A Resident stated but not mandatory.

Mr. Berube stated we cannot make it mandatory.

## SIXTH ORDER OF BUSINESS

## Developer's Report

Mr. Berube stated there are no representatives here from the developer but I have some issues. The fence along U.S. Hwy 192 has become decrepit. Starwood had some relatively new fence at another development that they were removing a fence from. The problem was that the posts had been cemented into the ground, so it was not worth taking those out. We have 800 feet of boards for a fence. Starwood is willing to donate that toward replacing the entire fence along U.S. Hwy 192.

Mr. LeMenager asked the entire length along U.S. Hwy 192?

Mr. Berube responded the portion that is on our property.

Mr. LeMenager asked how does it look bad?

Mr. Berube responded go look at it. It is turning black and the boards are dry and cracking. It has been pressure washed too many times and in the sun for 12 years. It is not worth cleaning. The developer says that we can have that 800 feet of fence. There is four times more length than that, so it is a quarter of the length. We would have to replace all of the posts that are in concrete here as well. To replace that entire fence is easily going to be \$10,000 plus. All that we get out of it is 800 feet, give or take, of white boards. My opinion is that the fence does not do us any good, whether it is clean, white, green, black, or otherwise. I do not want to see a lousy-looking fence out there, but I also do not want to spend any more CDD money cleaning it because it is a lost cause. My suspicion is, if we do nothing with the fence, the developer is going to take care of it because they do not want a lousy-looking fence.

Ms. Kassel asked are you putting this in the public minutes?

Mr. Berube responded yes, I am. I have nothing to hide. Mr. Bob Glantz can listen to this and read the minutes. We already had this discussion, so he knows exactly what I am saying. I am not willing to spend all of that money to replace a fence that I do not even think we own but we have been maintaining for years. The reality is that we have been paying \$5,000 every single year to clean that fence, which does not do the home owners any good other than having a relatively pretty fence. That is my thought and I am looking for Board input as to whether or not we want to clean the fence again.

Mr. LeMenager stated I want to take a look at it. I drive through the western entrance all the time and it never jumped out at me.

Mr. Walls stated I would like clarification on what we actually own in terms of the fence. We do not own the entire stretch from end to end along U.S. Hwy 192.

Mr. Berube stated no, we do not.

Mr. Walls stated our boundaries stop at the landscaped portion.

Mr. Berube stated that is correct.

Ms. Kassel stated Mr. Boyd would probably know.

Mr. Boyd stated I think that the CDD's fence boundary goes from the pond on the east side of the Town Center just to end of neighborhood H-2. Beyond that is outside of the CDD.

Ms. Kassel stated my sense is that perhaps we do not need to do anything for the next month or two. We should wait and see what develops.

Mr. LeMenager stated that is a good plan.

A Resident asked what happens if a teenager is climbing on the fence and it topples over onto the teenager? Is the CDD responsible?

Mr. Berube responded I have not seen the teenager, but the fence is not decrepit to the point where it is a safety issue. We are talking about the white fence along U.S. Hwy 192.

The Resident stated I know exactly where you are talking about.

Mr. Berube stated I am not sure that children play on it. Technically, the CDD is responsible for anything that happens on our land, but that only becomes a problem if we are negligent. We try very diligently not to be negligent in anything that we do. You cannot run on what ifs. The fence is not a safety issue. This is an appearance issue only. Anything that we spend money on that fence is just for appearance. I do not think appearance is that important to the residents. I really believe that if we do not do anything with the fence, the developer does not want a lousy-looking fence. That is my opinion. A couple of years ago, we appropriated money for a larger dock. We are considering spending some money on boats in next year's budget. We do not have the room to accommodate any additional boats. We also had some storm damage to the dock and the boats. Our plan with the original larger dock was to make that dock an H shape so there would be an interior portion to the dock. In the event of a storm, we can move the boats inside to protect them from the wind. That all was scrapped because there was a problem with the permitting. I contacted Mr. Glantz earlier this month and they said

that we are free to work directly with Mr. Jay Baker of Bio-Tech who is good in permitting with DEP. Is the Board ready to start this permitting process? It does not affect us. It is going to be between Harmony Development Company and DEP, but Mr. Glantz turned it over to us to get all of this started so we can accomplish the rest of our dock. I think that if we are committed to purchase boats, we need a bigger dock. Even if we do not buy a boat, it is nice to have the protected area. If the Board is okay, we will start the permitting process.

Mr. LeMenager stated as long as it does not commit us to spend the money.

Mr. Berube stated the money has already been set aside. We put it somewhere in the budget. We had appropriated the \$44,000.

Mr. LeMenager asked can we use some of the \$100,000 on that item?

Mr. Berube responded for recreation, sure.

Ms. Kassel stated I think that residents are counting on us to spend that money elsewhere. Do you know how much left we have of that \$44,000?

Mr. Berube responded I believe that we spent half.

Mr. Moyer stated keep in mind, the \$42,000 that was not spent drops down to fund balance. That is part of your financials. We will discuss that as part of the OUC buyout of the street lights. There is money available, but you have a bunch of priorities that you plan to use that fund balance on. It was not earmarked; it was all in fund balance.

Mr. Berube stated if you recall, we originally thought that the dock was going to be \$44,000 and it decreased to \$22,000 or \$23,000, and we just left the rest of the money there, knowing that we were going to get there. Is everyone okay with starting this permitting process?

Mr. Walls asked how long will it be good for?

Mr. Berube responded this is going to take some time. A construction permit is usually good for a year.

Mr. Boyd stated at least a year.

Mr. Berube stated I think that we may find the same roadblock early on, which is what they ran across last time because they never fixed it. There is only one way to find that out and that is to start. That is what I am looking for.

Mr. LeMenager stated the County turned it down last time.

Mr. Berube stated DEP turned it down. There was some issue. I do not remember what it was. Are we good to go?

Mr. Farnsworth responded yes.

Ms. Kassel stated I would rather wait, but we can proceed.

Mr. Berube stated this may get short circuited very quickly and then we will deal with that.

Mr. LeMenager stated as long as it does not take forever.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Engineer**

Mr. Boyd stated your pond treatment has been focused on the water quality and invasive plants, such as algae, and things like that. Within the past 30 days, we had two ponds that were not recovering within the time period that they were supposed to. I investigated the outfalls, and water was not getting out of the outfall structures. We had those taken care of those, but I am going to spend some time going around and checking all of them and will come back with a report with recommendations.

Mr. Berube asked which ponds?

Ms. Kassel responded behind Neighborhood F.

Mr. Berube asked that is in the ditch?

Ms. Kassel responded yes.

Mr. Boyd stated the two behind that neighborhood were not draining.

Mr. Berube stated they are still not draining.

Mr. Boyd stated Jr. Davis, as part of their construction, we had to clean those out. I am referring to the outfalls behind the ponds where the water leaves the ponds and goes into the wetlands. Some of those have become overgrown, and it was to the point where water was being restricted. Once those areas get saturated, they cannot be mowed, and it becomes a progressively worse problem. I looked at some others and they were fine, so it is not going to be every one. It is time to go around and look at those and find out which ones are having problems and get that solved before it gets unmanageable.

Ms. Kassel asked is it Bio-Tech's responsibility to make sure that the outfalls are maintained?

Mr. Boyd responded I am not sure if that is part of their contract.

Mr. Berube stated it is part of their contract.

Ms. Kassel stated I think it is part of their contract.

Mr. Berube stated they sprayed Roundup around the rear outfalls, the ones that go into Buck Lake along this pond because the vegetation turned brown. They went in there and trimmed it all down because it was overgrown. They sprayed Roundup and took it all down.

Ms. Kassel asked are you sure that it was not Jr. Davis that did that?

Mr. Boyd asked within the last 30 days?

Mr. Berube responded yes.

Ms. Kassel stated it was Jr. Davis.

Mr. Boyd stated Bio-Tech assisted. We contacted Bio-Tech to make sure whatever we did was going to be okay. Bio-Tech may have done some spraying but Jr. Davis also did some hand removal of the vegetation.

Mr. Berube stated someone cut it and then sprayed it with Roundup because you could see the browning.

Mr. Boyd stated that was probably Bio-Tech.

Ms. Kassel stated there is an inlet along neighborhood F on the southwestern side of Buck Lake. There is a yellow sign in Buck Lake saying "No Submerged Motors." That entire inlet is covered with water hyacinth or it was a couple of weeks ago. I wonder if that is part of the drainage issue. I have shown Mr. Joe Trammel, Mr. Kent Foreman, and Mr. Baker, but I do not know if they have done anything about it. Mr. Foreman mentioned that they are having a drainage issue in neighborhood F and I wonder if this has anything to do with it.

Mr. Boyd stated the water hyacinth would not make a difference because the water discharging from neighborhood F goes into the wetland at the wetland elevation, and the water hyacinth is at the water elevation of Buck Lake, which is lower elevation. From the water standpoint, no, but if you have water hyacinth, that is definitely something that you want to take care of before it gets out of control.

Ms. Kassel stated they are out of control there. I did point it out.

A Resident asked can it pulled out by hand? Do they have to spray chemicals?

Mr. Berube stated yes.

Mr. Boyd responded I am not a biologist, but the problem with pulling water hyacinths by hand is that if you do not get the roots, you can actually spread them if you are not careful.

The Resident stated so it is best to use chemicals, like Roundup.

Mr. Boyd stated yes.

Mr. Berube stated glyphosate herbicide, which is effectively Roundup.

**B. Attorney**

**i. Settlement Agreement with Allstate Paving**

Mr. Qualls stated the settlement with Allstate Paving was finalized. I believe that the Board approved the Chairman working to negotiate that. The Chairman stood firm, and the settlement agreement was provided to the Board. Mr. Nick Asma, Allstate's attorney, sent me an email on July 15 stating that the lien would be removed. I think that has happened since they received the payment. I will confirm. If there are problems, we will handle it.

**ii. Memorandum of the Sunshine Law**

Mr. Qualls stated I sent a memorandum yesterday on the Sunshine Law. I think the memorandum was clear. Apparently there were some Facebook posts. I brought copies of the ones that my team pulled. You can see on these Facebook posts that there were threads posted by, in some instances two and maybe in one instance, more than two Supervisors. The question was asked if that is a Sunshine Law violation. There is an Attorney General opinion right on point. We have gone over this before. I think that the legal analysis is pretty clear. If two or more members discuss a matter that would foreseeably come before the Board for action in the future, outside of a publically noticed meeting, that would be construed as a Sunshine Law violation. Does that make sense to everyone?

Mr. Berube responded yes.

Mr. Qualls stated I know we discussed this before. Our advice is to not post on Facebook. The challenge is, while it is okay for a Supervisor to disseminate information, when you do that on an electronic forum in particular, the minute another Supervisor responds, you have at least the appearance of a Sunshine Law violation. Our advice is not to post information on a matter that could foreseeably come before the Board in the future on a Facebook post. It is not just Facebook. We have this problem all the time with emails and other electronic communication. The bottom line is that two or more

members may not have a meeting outside of the Sunshine. I think the memorandum makes it clear.

Mr. Berube stated it is fine to offer opinions on a singular basis. It is when somebody else on this Board joins in on that post when you start sliding down the greasy slope.

Ms. Kassel stated that is not what the memorandum says.

Mr. Qualls stated the Attorney General says that the slippery slope begins when the first post is made. I would take the Attorney General's advice, which would be our advice. These online forums invite other people to respond. The minute that one Supervisor posts something, it is outside of control because all that has to happen then is another Supervisor posts something. You have the appearance of a Sunshine Law violation. The appearance of a Sunshine Law violation is enough to get enmeshed in nasty, expensive litigation. I have seen it time and time again. I want to be clear. Our advice is not to post on Facebook, which could foreseeably come before the Board for future action. I think there are other ways to go about getting feedback. At a meeting, you could direct the manager to put something and seek citizen feedback but no Supervisors post anything on Facebook. Obviously, it is your job and your duty to communicate with your constituents and to get your constituents' feedback. That is democracy. That is why they elected you to serve on this Board. Just do not do that in a way that even gives the appearance of a meeting taking place outside of a publicly noticed meeting.

Ms. Kassel stated in other words, do not do it on a forum like Facebook.

Mr. Qualls stated right.

Ms. Kassel stated you can do it through a private message, email, in person, or on the phone.

Mr. Qualls stated with constituents, but not back and forth with other Supervisors. I know that the Board members know this and I do not want to sound like a preacher. Just avoid it and then we do not need to have any issues.

Mr. Farnsworth stated I do not have a problem with what you are saying. I normally do not post at all, but you do not want to make it too restrictive. The only way to truly get something posted, even like a report, such as from this meeting, if someone wanted to summarize it, as has been done, we would need to have some mechanism set up where Mr. Moyer would be the one to post the summary of our meeting rather than one of us.

Mr. Qualls stated you guys have a mechanism. This District takes some of the best minutes that I have ever seen a District take. Those are posted online. There is nothing wrong with talking about updating people on what happened at a prior meeting, but I still would not go there because then all of a sudden it becomes something that could potentially be discussed in the future.

Mr. Farnsworth stated I was trying to accommodate that regarding the minutes. Sometimes they are rather exhausting. If you are going to put something out there for the public to consume, it is better if it is summarized so they get the basic content of what was discussed and why. It cannot be done by us, is what I am hearing.

Mr. Qualls stated it should not be done by you on a forum that would invite other Supervisors to respond, because then that is between two or more.

Mr. Farnsworth stated the District manager could make that summary and have it posted on the forum so the residents can get to it.

Mr. Moyer stated we will not participate in back-and-forth dialogue because we could spend our whole day responding to residents. I think maybe the best thing to do, because I know how sensitive all of you are to responding, is to have Mr. Qualls give you something to respond to, which is "We read what you are saying, constituents; however, we are unable to respond, but at a future public meeting, we will address these issues." I know that you want to respond to your constituents.

Mr. LeMenager stated just ask them to private message us.

Ms. Kassel stated right.

Mr. Qualls stated the encouraging part is, many Supervisors said just that, but that is a great point. I do not want you to feel that you are precluded from responding to your constituents because that is your job. I think that would be a great idea. We were not asked to look into it, but also keep in mind that it does not matter the medium on which official government business is put out there. It is a public record. Now you potentially have all of these Facebook posts that arguably would be public record, too. Facebook is a great way to communicate, but it is dangerous and that is what the Attorney General has said.

Ms. Kassel stated before we have more audience members leaving, I just want to say that I heard that earlier week Orange County had a County Commission meeting that

went from 2:00 p.m. until 2:00 a.m. If you are concerned about the length of our meetings, think about that.

Mr. LeMenager stated one of the things that we are talking about is Mr. Berube's well-intentioned penchant for polling the community. It is not a bad way to get feedback. It sounds to me like Facebook is not the right medium for that. Perhaps the medium is more of the survey that Ms. Kassel had done. If you want feedback, send a survey that everyone can answer, and then you have something that is statistically significant, rather than a mile-long Facebook post.

Mr. Farnsworth stated any specific procedure that you use, you are going to hit a specific audience. If you use a different procedure, you will hit a different audience.

Ms. Kassel stated that is correct.

Mr. Farnsworth stated that is one of the problems with a survey.

Mr. LeMenager asked how many people responded?

Ms. Kassel responded over 200 residents.

Mr. Farnsworth stated it is a good thing to try. Weigh the results that you get back.

Mr. LeMenager stated post on Facebook where to look for residents to have a chance for input on a community survey.

Ms. Kassel stated if somebody else did that who was not one of us, it would be okay.

Mr. LeMenager stated that is exactly what I am suggesting.

Ms. Kassel stated as soon as one of us is the author of that survey, then it creates a problem.

Mr. Berube stated to be clear, a singular Supervisor posting on a social media platform that no other Supervisor responds to is not problematic.

Mr. Qualls stated I was with you until you said "problematic." That can be argued either way. You can share information. The Attorney General said these online forums that invite other people to respond. Once you hit send and post it, then it is out of your hands, and somebody else can post.

Mr. LeMenager stated I have withheld comments often for that reason.

Mr. Berube stated we understand.

A Resident stated if a Board member did that and someone filed a Sunshine Law violation with the State against the two Board members. Would we have to use CDD funds to defend their case, or would they use their own funds to get their own attorney?

Mr. Qualls responded that question has a lot of implications, but certainly public officials have the ability to defend themselves and to pay for that with public dollars, until the public official goes outside the scope of what they can do as a public official. You see lawsuits against public officials. They will also sue that public official as an individual. That is the distinction. You bring up a very important point. The good news in all of this is, it is curable. I am not trying to invite anybody to post but just because a post is made or a Sunshine violation is cured, as long as the Board re-notices that and discusses it, that is how you would cure it by bringing it back into the Sunshine. All of that is in the memorandum.

Mr. LeMenager stated I am all for it.

Mr. Berube stated I do not agree. I understand the law, but this is a free speech country.

Mr. LeMenager stated fair enough.

### **iii. Buyout of OUC Street Lights**

Mr. LeMenager stated I am wondering what Mr. Brock Nicholas looked at because in Phase 1RN, the current balance is \$474,000, and a year and a half ago, we thought the payoff was \$469,000.

Mr. Berube stated we had the same discussion. I went through all my old emails. When all of this started, there were disclaimers on Mr. Nicholas's spreadsheets referring to the OUC premium and the ability to eliminate the OUC premium or use it as a discount. That was all calculated in, but as it turned out, the premium, for whatever reason, was assumed to be a reduction, but the OUC premium turned out to be an addon to the numbers that they provided us. This is the discussion that you and I had. How do we get to a higher number when the premium was supposed to be a discount? There was a misinterpretation there by Mr. Nicholas, and I went along with it, but when you read it carefully, that is what happened. The number goes up.

Mr. LeMenager stated look at the numbers. What happened in the past is fine, but the bottom line is, we have something that we pay \$7,300 a month for.

Mr. Berube stated right.

Mr. LeMenager stated we have \$707,000 left to pay on it.

Mr. Berube stated right.

Mr. LeMenager stated we can pay it off for \$517,000, for a savings of \$190,000.

Mr. Berube stated correct.

Mr. LeMenager stated we have \$1.6 million in the bank right now. If you look at our budget, we are budgeting for the lease on the street lights, and \$7,000 per month immediately comes off that, which is an extra \$100,000 this year. We are already budgeting \$236,000 for the street light buyout for next year. Add \$100,000 to that because we saved it. This leaves \$336,000. I am not even a layman when it comes to the plants, but when it comes to numbers and finances, I am a lot more than a layman. These numbers make sense. Why would you not want to do this?

Mr. Berube stated the only reason is because the buyout went up \$100,000.

Mr. LeMenager stated nothing went up. Mr. Nicholas was guessing. He did not have a clue. If you look at what the balances are, they all make sense. They are not going to give us a discount off the principal.

Mr. Berube stated they do make sense.

Mr. Moyer stated here is the deal. It was somewhat frustrating to me. I am not weighing in on whether we should do it or not, but I want you to understand how we came up with that number. We currently pay 10.5% a year on the principal, and we have 94 payments left at which we would pay that rate. We told them that have a schedule showing the principal at \$430,000, and that is what we want to pay. They said that we did not understand; they impute 7.8% in that payoff number, the present value of 7.8% over 94 payments. If you want to look at the delta, you would take what we pay every month, which is \$7,000, over 94 payments discounted at 10%, and that will give you the delta that we are actually paying. If we keep doing this, the future value of the money 94 payments down the road is not the current present value of that money. It is going to be less than that. I just want you to keep that in mind. I think Mr. LeMenager is right. If the Board wants to do this, we can fashion a way of doing it. My only concern is the timing of when we do it. You have two and a half months of hurricane season left, and I would hate to use all of our fund balance and then have a hurricane and have to spend money on disaster relief.

Mr. Berube stated I am willing to take the gamble. We have been dealing with this for two and a half years.

Mr. Moyer stated I just want you to be aware of that.

Mr. LeMenager stated we only became aware of this last January or February.

Mr. Berube stated the reality is that Mr. Nicholas used the amortization schedule and so did I when we prepared this. That is the difference. They gave us an amortization schedule that looks like your home mortgage, but they do not calculate it that way. They calculate it from the end back. That was the premium that was always discussed, and we forgot about it.

Mr. LeMenager stated when I created my spreadsheet, I did not bother to use the word "premium." It is a prepayment penalty. The contracts do not allow for prepayments, so they want a penalty.

Mr. Berube stated the new contracts have that provision.

Mr. Qualls stated they are willing to extend the 7.8% discount that they would give all new customers.

Mr. LeMenager stated I asked that question on phase 1A, and you said that this provision should have been in there. I read the contract and did not see anything about a prepayment in Phase 1A.

Mr. Berube stated there is nothing about a prepayment.

Mr. Qualls stated there is no discount percentage in your lease, but there are in subsequent leases that OUC has with its customers. Even though they are not bound contractually, they are willing to extend you the same 7.8%.

Mr. LeMenager stated that is their prepayment penalty.

Mr. Berube stated no, it is a 7.8% discount.

Mr. Qualls stated their penalty is the difference between 7.8% and 10.5%.

Ms. Kassel asked is that it, or are they just discounting from 10.5% by 7.8%?

Mr. LeMenager stated this was a sweetheart deal from the beginning.

Mr. Berube stated CDDs do not ever pay off leases like this. OUC does not know how to handle this. This is totally unusual.

Mr. Qualls stated right. Please understand that all of this is stated at the Public Service Commission level with these utilities. If you want to fight these tariffs, you do it at that level, and that will be costly.

Mr. Berube stated it will cost us more than we will save.

Mr. Walls stated I want to see what it looks like when the package is put together, paying this off, using the money we received from the refunding, and using the fund balance to see what the budget looks like next year. I am not comfortable using up all of

the cash in the bank, and I want to make sure that we have enough cushion there, not just for a hurricane, but if some project comes up. I want to make sure that we do not handcuff ourselves, so that in the future we cannot do anything else. Just like the mortgage on your house. It stinks to have one and to pay that interest rate, even if you have cash in the bank. You want the cash in case of an emergency. I want to make sure that we are comfortable with whatever we have in the bank, once we get all of this in place.

Mr. LeMenager stated the bottom line is, last year we raised the assessments 15%. This year we are proposing raising them another 8%. That entire amount is supposed to be earmarked to buy down these street lights. For people like Ms. Kassel and me, that is a real increase. We pay more assessments because of that.

Mr. Berube stated we all do.

Ms. Kassel stated only if you paid off the bond portion.

Mr. LeMenager stated for the people whose the bonds are going down, they are not seeing the difference. The only reason that I would ever support the increase would be to buy down the lights. My analysis still holds. I am looking at a pot of money for next year that has \$336,000 in it. We raised assessments 15% this year, which is \$225,000 on \$1.5 million. There is your \$500,000. Granted, they did pull a fast one to get \$161,000 out of us, but we stopped that.

Mr. Berube stated we have another \$100,000 on top of that.

Mr. LeMenager stated we basically raised assessments \$500,000 to buy down street lights. Let us buy down the street lights because we made everybody pay for it.

Mr. Walls stated I am not saying it will not be feasible. I just want to look at the numbers before I agree to do this. Maybe we look at it and it looks better to do it next year.

Ms. Kassel stated I would like to know what cushion we would have if we spend this money. I want to know what amount of money we will still have on hand if we do this buyout any time in the near future. Can you tell us, Mr. Moyer?

Mr. Moyer responded yes. Mr. LeMenager pointed out that in next year's budget, we put in about \$230,000.

Mr. LeMenager stated \$236,642.

Mr. Moyer stated in the balance of this year, you have taken out of what we projected the fund balance to be by \$108,000 that in this year's budget, we allocated for the street light buyout. Now you are up to \$344,000.

Mr. LeMenager stated I am not sure that is accurate because we raised the operation and maintenance assessment last year 14%, and 14% of \$1.5 million is \$225,000, not \$108,000.

Ms. Kassel stated but it is fund balance.

Mr. Walls stated we have added things.

Mr. Berube stated we spent \$50,000 of that to balance the budget last year.

Mr. Moyer stated all I am saying is that we have \$108,000 in this year's budget that I assumed we were going to spend this year. That is off the fund balance on a going-forward basis. That gets you up to \$344,000. We have \$100,000 from the last bond issue.

Ms. Kassel stated that has to be spent on parks.

Mr. LeMenager stated that is true.

Mr. Berube stated no, we got \$100,000 for street lights and \$100,000 for parks.

Ms. Kassel stated that is true.

Mr. Moyer stated now you are up to \$444,000.

Mr. LeMenager stated our light bill goes down \$100,000 next year, and we are up to \$544,000. Will we be tight in terms of the fund balance for a period of time?

Ms. Kassel stated please let Mr. Moyer answer the question of how much money we will have over the next six or eight months, so we know if we can feel comfortable spending all of that money right now.

Mr. Moyer stated I think Mr. LeMenager is going in the right direction. I anticipate that by October 1, we will have to use some of our fund balance if you want to do the buyout that quickly. If you wait until January 1 when we receive most of our tax revenues and with the savings on the street lighting or \$70,000 or \$84,000, whatever it is, those monies will be there without adversely affecting fund balance.

Mr. Berube stated we have another \$100,000 that is earmarked for parks and recreation. We have not touched that money; it is still set aside.

Mr. Moyer stated that is correct.

Mr. Berube stated we got \$200,000 from the refinancing. We are currently at \$444,000 in available cash without that second \$100,000, and we need \$517,000.

Ms. Kassel stated it is not now. That is by the end of the next fiscal year.

Mr. LeMenager stated no, that is by when we receive the bulk of the first payment from the County. Do we normally receive that money in December or January?

Mr. Moyer responded yes.

Mr. LeMenager asked will we conceivably have the potential of not having a massive fund balance until the middle of December? Yes, absolutely, but not having a massive fund balance is still having \$300,000, \$400,000, or \$500,000. Remember that \$250,000 of our reserve is that first-quarter operating expenditure, but that is far way in the future. That is not for now. That is for when the developer quits paying us monthly. They still pay us a good amount of money.

Mr. Berube stated \$70,000 per month.

Mr. LeMenager stated we put that into the fund balance so that future Boards would recognize that when the developer is gone, because of the way that the system works, you need to have some money to pay your expenses in the first quarter, but that is not something that we need to do today.

Mr. Walls stated we can 100% swing this; I am not arguing that. I am just suggesting that we come back next month with that in the budget, so we can see what it looks like because we are still working on the budget.

Mr. LeMenager asked how long is the offer good for?

Mr. Berube responded after August and before the September payment.

Mr. LeMenager stated if we wait, our lawyer is going to have to renegotiate and legal fees increase. My point is, the sooner we do this, the quicker we start putting \$7,370 a month back in the bank. We are sitting here talking about spending \$15,000 on tree trimming. If you wait two more months, you are wasting the tree trimming. Everything else that we talk about, in terms of money, is trivial. This is the real money. I am in favor of doing this. Is there a short-term risk in August, September, October, and November? Sure.

Mr. Walls asked where is the date certain on this? Did they say that we have to come back by September?

Mr. Qualls responded I think their point is that in order for the numbers they sent in their schedule to apply, it has to be on that particular day. They said during our conference call that they are willing to negotiate all of these leases.

Mr. Walls stated I understand that the number changes every month after we make a payment, but they did not say that we have to settle now.

Mr. Qualls stated no, they did not say we had to pay it now or it is off the table.

Mr. Berube stated the payoff number that we have now is calculated after we make the August payment but before we make the September payment. Once we make the September payment, the payoff number will decrease.

Mr. LeMenager stated the offer is dated August 1. What date do we pay?

Mr. Berube responded some time during the month. It is an automatic pay.

Mr. LeMenager stated okay.

On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor except Mr. Walls, approval was given to accept the offer from OUC to buyout the street light contract on phase 1RN.

Mr. Walls stated I want to be clear that I am not opposed to doing this, but I want to see the numbers first.

Mr. LeMenager stated I would be happy to go over the numbers with you. It makes sense.

Mr. Berube stated at some point, you have to make the deal and move forward. To your point, we do not know what the numbers are, but I think that we are reasonably comfortable.

### **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.

Mr. Berube stated everything is running smoothly. Mr. Gerhard van der Snel is on vacation but still works around the clock, seven days a week. He was a good hire and it has worked out very well. I have texted him at 11:00 p.m. and receive an immediate response. He also replies to all Facebook posts.

### **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.

### **iii. Miscellaneous**

Mr. Berube stated I think most residents know that we had some skateboard damage in Town Center last month. It was vandalism. We know who the culprit was and a parent of that culprit stepped up, contacted me, and told me to let them know how much it would cost to fix it. We are not going to make that public at this point, but we have an agreement from the parent of that child to pay for the repairs. The repairs cost us about \$330. The question becomes whether we want to let this slide or send them a bill and collect it. What does the Board want to do? I was pleased that the parent stepped up fairly quickly and admitted to it.

Mr. LeMenager stated send them a bill.

Mr. Walls stated I agree. If it was my child, I am paying for their damage.

Mr. LeMenager stated it is just part of growing up.

Mr. Berube stated I will contact Ms. Burgess and let her know. You are aware of who the party is. We could be nice guys, but then the lesson is never learned.

## **EIGHTH ORDER OF BUSINESS**

### **Discussion Items**

#### **A. Green Neighborhood Parks Refurbishment**

Mr. Berube stated there has been much discussion on this item. I have a proposal and several people have proposals, which I provided to the Board. For those of you who have not seen the Green neighborhood park, there are several aspects. There is a large grassy area, which was probably never intended to be a play area for the kids. There is a mulched area where the playground equipment happens to be, and several landscaping beds and trees. The primary focus of residents has been the fact that the grass is getting beat up because of all the traffic. Kids are trampling through the landscaping beds. The mulched area and playground get a lot of use. It is fairly durable. The sodded area is currently green, but it is problematic because when the weather turns drier and cooler, it gets full of weeds, mud, and dust. My suggestion to the Board is that we remove most of the sod, but not all of the sod, and we create an urban forest. I have a picture if anyone would like to see it but there are examples of these areas, primarily along Cat Brier where it faces the golf course. We have these areas with pine tree that leave needles underneath them.

Mr. LeMenager stated we know what it looks like.

Mr. Berube stated this is the idea. I suggest that we remove the sod and plant some pine trees and put pine needles underneath. It does not disturb the drainage. The kids are welcome to play on that. The pine needles fall off the trees. The kids will not damage the pine needles. If they do, it is just a matter of adding more pine needles and raking them. The wear factor goes down. It also creates an urban forest for those who live there, and it looks aesthetically pleasing. I think if the kids want to run through the pine needles, that is fine. It is soft, but it will be slippery, so they will not gain a lot of speed. The trees will be set maybe in an S pattern.

Mr. LeMenager asked are you suggesting the same size trees that we have along the golf course?

Ms. Kassel responded yes. This is appropriate for the easement over the gas pipeline, just like at Long Park and Cat Brier. It is what a lot of the people along Butterfly Trail who I met with want, and I think other residents would like that type of park there, perhaps with a par course. These trees have been there for a dozen years, and for the Green neighborhood park on Blazing Star, they are not going to look like this. It will block your view for the next five or ten years until the trees get high enough that you can see through them. There is another proposal on the table for the Green neighborhood park. There is another Green neighborhood park that has a triangular shape. On the northeast side, it has a playground with mulch, but on the west side, it has a rain swale. That is where the kids were playing and what is destroyed. Together with Mr. Rukkila from Davey Tree, we looked at creating a landscape plan that would prevent that erosion and would allow people to walk through it to their homes on the other side and would have landscaping material that would be kid repellent. It would not be dangerous but it would be unpleasant to be around. It would create an attractive landscape that parents could look through and see their kids at the playground and not be blocked by landscaping. It involves Florida privet, fire bush, and some dwarf magnolia trees that will not grow tall.

Mr. LeMenager stated I think this looks lovely along the golf course where we have a large open area, but it is not a very big park. When these trees get full grown, people are going to have 60- to 70-foot trees in their front yard.

Mr. Berube stated it does not have to be big trees. The idea is to have a shaded urban park area.

Mr. LeMenager stated it sounds like what Ms. Kassel is talking about.

Mr. Berube stated no because she is going to leave the grass there. When you discourage kids from playing in the swale, they are going to move to the rest of the grass, and we will have the same complaint as the kids spread across the grass and wear it out. There is only one likely way to solve the grass wear out issue, which is to get rid of the grass.

Mr. LeMenager stated I agree.

Ms. Kassel stated if we add more selective trees in selected areas in that grass, it will prevent the kids from having a wide swath to run in; therefore, you will not have the destruction of grass that you have now.

Mr. Berube stated there are a certain number of people who purchased homes along that park who do not like all of the play that takes place, such as the roughhousing and everything else. I do not know what the right answer is, but I know that we need to corral the kids into that area. The extension of my concept is that where the mulch meets the pine needle base, we need some type of landscape timber to delineate it. For the other landscape beds, we will plant something that the kids cannot destroy when they run through them. The landscaped beds currently are basically mulch because the beds were destroyed.

Ms. Kassel stated we were looking at sunshine mimosa, which is what we planted in the Cat Brier parks. It takes off and is fairly resistant. If you have traffic through it all day long, it will not survive.

Mr. Berube stated clearly we have differing opinions.

Ms. Kassel stated indeed.

Mr. Walls stated I am torn because I spoke to people over the last couple of months. Some of them want a place where the kids can run around and play. Some of them want to get rid of play areas altogether. The way it is set up is ridiculous. I think that we need to figure out a way that is not costly. Anything you put over there, kids will still play and it is going to get beat up. It has to be replaceable and cheap. I am more concerned about the cost and not necessarily how it looks. I need a detailed proposal to review. I saw what Ms. Kassel proposed, but I do not know if that is what I want. I like having trees. I

need to think about this more. I thought about this for a couple of months and have not come up with a good answer.

Mr. Berube stated there are no good answers.

A Resident stated pine trees will affect residents' views for years on the first floor and second floor. The kids need a place to play. I have not looked at what Ms. Kassel proposed, but I agree with Mr. Walls that it needs to be inexpensive.

Mr. Berube stated the extension of this rolls over to the gas pipeline easement. If you look at this proposal carefully, you realize that the houses are going to back up to that 40-foot landscaped buffer, which is largely trees and whatever the developer planted. Starting at that landscape buffer and going over to edge of Butterfly Drive is a 70-foot-wide gas pipeline easement that is ours. We can do what we want with that. It is already grassed.

Ms. Kassel stated it is not ours yet.

Mr. Boyd stated the gas company has severe restrictions on what you can plant there.

Mr. Berube stated I understand. We are not going to put anything permanent.

Ms. Kassel stated we can put in a concrete walkway or a sidewalk.

Mr. Berube stated you have a 700-foot-long swath that is 75 feet wide. You already have an enclosure on the back side with the new trees. My thought was to put podocarpus or something there to enclose it and have little exits and entrances. These bushes will go three to four feet and would delineate that area. That would become the *de facto* play area that is grassy. I realize that we mentioned putting soccer fields and play fields there. That is probably not a good idea because of parking noise. Ms. Kassel talked about a par course or stations with exercise equipment. That is a good idea and I think people would use it. You have 660 feet to spread this equipment out. Even if they are 10 feet wide, you still leave 65 feet of grass. It is a huge area. To the parents who say they want their kids playing in front of their house, we are only asking them to move two blocks. It will be fairly secure because it is enclosed and there are bushes.

Ms. Kassel stated the residents I have spoken with on Butterfly Drive are not in favor of having bushes blocking their view of the park.

Mr. Berube stated they can be low bushes. They do not have to be four-feet tall. This is just something to delineate.

Mr. Walls stated they are going to be looking at the back of houses fairly soon. I would think they would welcome the bushes.

Ms. Kassel stated they said no.

Mr. Berube stated some said no. It is a small sample.

Mr. LeMenager stated most of those residents enjoyed a lake view for a couple of years but it is going away soon.

Mr. Berube stated there is horrible grass. If you look along the curb, there is dirt and weeds. It is barely maintained. If you place a bush or hedge, it is a step up regardless of the height. That meets the space requirement for kids to play. Do not forget that you are going to have a brand new neighborhood, which may have 50 or 100 kids. We have neighborhoods H-1 and H-2 coming on board with another 50 to 100 kids. Their likely path to play is going to be that park. Once that becomes the play area, the traffic is going to get worse.

Mr. LeMenager stated it is not designed for that. The real problem that we have is, the developers come in and had all of the plans redrawn and give us this song and dance about all of the parks having already been built, which we know is a lie. I still go back to what I said last month, which is that there is a chunk of land on which a swimming pool is never going to be built. It would make a wonderful park for all the kids to play in.

Ms. Kassel stated we do not own that land.

Mr. LeMenager stated I understand that we currently do not own it.

A Resident asked what about that park on Butterfly Drive, that 75-foot-wide, 700-foot park? I do not see why that is not enough area for the children to play in.

Mr. Berube responded it is.

The Resident stated like football fields and that kind of thing.

Mr. LeMenager stated there are limitations because it is on the gas pipeline easement; there are two gigantic natural gas pipelines running under there.

Mr. Berube stated when you are in the dog park and school parking lot, you are standing right on top of them.

The Resident stated they are all underneath the golf course and the roads.

Mr. LeMenager stated I know exactly what we should do with the triangular park.

Ms. Kassel asked the one on Blazing Star?

Mr. LeMenager responded yes. We should remove that play equipment and put it someplace else.

Mr. Berube stated no. Where are you going to put it?

Mr. LeMenager responded you can put it in the 75-foot-wide easement.

A Resident stated that is not the problem.

Mr. Walls stated from a feasibility perspective, I like your idea, but there are 10 to 12 houses along that park. We should poll those home owners and give them a chance to provide input about the trees.

Mr. LeMenager stated we have been talking about this for quite a while.

Mr. Walls stated send them a letter.

Mr. Berube stated I did not think about the height of the trees and the visibility issue. Regarding Ms. Kassel's point, I agree that we should plant some trees that will slow down the kids. That is a good idea. We need to plant a different kind of tree that solves the visibility problem.

Ms. Kassel stated my suggestion is to plant Florida privet, firecracker plants for color, and some dwarf magnolia trees. It will add color and will be pretty.

Mr. Berube asked what will you put on the ground?

Ms. Kassel responded probably pine mulch.

Mr. Berube asked how about using the mulch that we use everywhere else and plant greenery within to give some decoration?

Ms. Kassel responded that is what the plan is.

Mr. Berube stated you were not covering the entire area with trees.

Ms. Kassel stated it was covering the entire swale and everywhere that still had weeds two months ago. It is a large area, like 60 feet long and 20 feet wide. That entire area will be planted.

Mr. LeMenager stated I am leaning toward supporting Ms. Kassel. You proposed this a month ago. Why was it not included in the agenda package?

Ms. Kassel stated I do not know why it was not included in the agenda.

Mr. LeMenager stated we should look at this and see how it works. I am certainly in favor of it, but right now we are doing this ad hoc and coming up with crazy ideas. We need a proposal in front of us.

Mr. Farnsworth stated you are trying to envision this in your head despite the picture. We should have the engineer design a plan.

Ms. Kassel stated a drawing was included in the last agenda package.

Mr. Berube stated we tossed that.

Ms. Kassel stated no, we did not. Mr. LeMenager says he is supporting it.

Mr. Berube stated you and I are the only Supervisors driving this.

Ms. Kassel stated these are two different things. This is appropriate for the gas pipeline.

Mr. Berube stated I understand. I am suggesting changing it and meet in the middle. I can guarantee you that any plants on the ground are going to get trampled. Let us expand the tree idea to cover most of the sodded areas and put plants in the swale to discourage kids from being there and figure out what type of groundcover we are going to put where the sod is. We need different trees for the whole area. This plan was pretty, but you are right that it is going to disturb the people who live there and cause sight problems. The trees will grow too tall and cause sight problems. We need some other type of tree to slow the kids down from running. If that means magnolias, that is fine.

A Resident stated they need to be small magnolias because otherwise the kids will climb on them.

Ms. Kassel stated they cannot climb on the magnolias. They climb the loquats and the oaks and trees with low branches. They never climb the magnolias because they do not lend themselves to that.

A Resident stated kids break limbs off the tall magnolias.

Mr. Berube stated I live next to a park where they are doing that, but it does not seem to damage the trees. You just trim them. Kids are going to climb trees. That was the advantage of the pines. Kids cannot climb them.

Ms. Marilyn Mower stated we should put our trust in Ms. Kassel because she has a green thumb and is working with the landscaper. We should see what she comes back with.

Mr. LeMenager stated she has already done that, but we just want it in front of us.

Ms. Mower asked what about establishing a committee to draw up a plan for the pipeline?

Mr. Berube responded we have a committee.

Mr. LeMenager stated the pipeline easement is not on the agenda; it is really the Green neighborhood park.

Mr. Berube stated it is both.

Ms. Kassel stated I will send this to Ms. Mower and she can talk with the people who live on Blazing Star park and get their opinions.

Ms. Mower stated I am not talking about the park; I am talking about the pipeline.

Ms. Kassel stated we are talking about the park. They are both parks, but one is Blazing Star and the other is the gas pipeline. We have been talking about Blazing Star park. I met with the landscaper and obtained an estimate, but I suggested tabling it matter last month because I did not have a drawing. I now have a drawing but it never made it into this month's agenda package. It will have to wait until the next agenda. Unfortunately for the people who live in the Green neighborhood, they will have to wait another month for us to even look at it.

Mr. LeMenager stated there is nothing that we can do in this weather anyway.

Mr. Berube stated I am in favor of your concept of removing all of the sod and planting more trees to replace the sod with some sort of groundcover.

Ms. Kassel stated not all of the sod for the whole park, just the swale. I suggest that you include what you propose in the next agenda package. Without seeing a picture, I cannot envision what you are talking about.

A Resident asked will the money for this park come out of the \$100,000?

Ms. Kassel responded no. The Blazing Star park refurbishments are coming out of this year's landscaping miscellaneous line item for refurbishment.

Mr. Berube asked why would we do that?

Ms. Kassel responded because that is where the money was coming from. I thought we were going to spend some of the \$100,000 on the pipeline park.

Mr. LeMenager stated the \$100,000 should be for new things, not for maintenance.

A Resident asked who is maintaining the park on the pipeline?

Ms. Kassel responded it is not ours yet. The developer is obligated to maintain the landscaping that is in the buffer between the back of neighborhood F and the pipeline.

Mr. Boyd responded I believe that is being dedicated to the CDD.

Mr. Berube stated when it is certified as completed, the next step is for the CDD to accept it.

Ms. Kassel stated then it will be ours.

Mr. Berube stated everything including that white fence will be ours.

Mr. LeMenager stated the developer paid for it and put it in.

A Resident stated that white fence is a mess.

Mr. LeMenager stated you can safely assume that in the long term, that fence is not going to stay.

Mr. Berube stated you heard the discussion earlier about the white fence on U.S. Hwy 192.

Mr. LeMenager stated I do not know why the developer put a fence in front of the pond.

Ms. Kassel stated believe it or not, some people like it.

A Resident stated I understand about the swale in Blazing Star park and the mulch area where the playground equipment is located is fine, but the grassy area will soon become destroyed like the grass in the swale because kids will move from the swale. As long as that is left to be a grassy area, all of the nice plantings that are still intact will be destroyed kids because will play in the grassy area. They destroyed all of the plantings along Sundrop. Those beds are now full of mulch. That will soon happen to this grassy area unless something is planted to deter football and soccer.

Ms. Kassel stated I also contacted Mr. van der Snel, just to find out the cost to put in 30- to 36-inch-high posts with a chain, as a way of initially act as a barrier around the swale area, while the landscaping is young and new.

Mr. LeMenager stated we are not going to sit here and plan the park. Ms. Kassel would be more than happy to meet with you residents. We need to see proposals in our agenda package next month. We do need to consider the corner parcel. Mr. Berube said at the last meeting that the developer may give it to us.

Mr. Berube stated there will be conditions. What are you going to use it for? It will not fly as a park or a skateboard park or anything that does not look very pretty from the street. The developer will probably donate it, but they will have control over what we do with it.

Ms. Kassel stated you can put in a small pool and a recreation room with bathrooms.

Mr. Berube stated I have no argument.

Ms. Kassel stated that would be the best thing we can do.

Mr. LeMenager stated that needs to be a long-term plan.

A Resident asked if they give it to you with a lot of conditions but you do not accept the conditions, what is likely to happen?

Mr. Berube stated what you currently see. The appearance of the community is big to this developer. You have seen the new signs and what they tried to do at entrances to make them look pretty. Mr. Glantz will likely donate the land, but he will have strong opinions as to what goes in there.

Mr. LeMenager stated I wonder what will happen when he sells all the lots. They have sold almost all the lots. Clearly, he still wants to keep his customers, which are the builders. He is selling lots to builders, and now that they completed the 55+ community, he now has contracts on more than half the lots.

Ms. Kassel stated undeveloped lots.

Mr. LeMenager stated he has contracts from people who want to purchase them. What happens to how aesthetically pleasing he wants Harmony to look when he has sold everything that he can sell? We will see what happens. He wants to show a profit to his superiors, and there is nothing wrong with that.

Mr. Berube stated there are going to be things that we want and things that they want. We have been able to do some good trades.

The Resident stated if we do the park on the gas pipeline and he offers this area for a park, then we can say we do not need a park and make it a little harder for him to give to us.

Mr. Berube stated he understands and he is okay.

Mr. LeMenager stated we have done fine with him.

A Resident asked what is the timeframe for pipeline park to be deeded to the CDD?  
One month or two months?

Mr. Berube responded we already own the pipeline.

Mr. LeMenager stated we have owned it since day one.

A Resident asked when will the park be completed?

A Resident stated for the Blazing Star park, Ms. Kassel will meet with us and give us something we can look at?

Ms. Kassel stated the three of you and I will meet with Mr. Rukkila. We will discuss our ideas for this linear park on the pipeline and ask him to provide a proposal.

Mr. LeMenager stated regarding the question about when the park will be done, there is no obligation whatsoever for this Board to do anything with that land. The park promised by the developer is a row of trees, and that is it. We are saying that we have a new set of rules.

Mr. Berube stated we want something better than what the developer provided.

Mr. LeMenager stated for years, I have been calling ourselves the department of parks and recreation, and now we need to put some money behind it. This body would have a much different attitude with respect to spending money and trying to do things if we had not discovered this \$2 million off balance sheet liability that we have been stuck with.

Mr. Berube stated it is \$3 million.

Mr. LeMenager stated that changed the economics.

A Resident asked so you are saying you do not have to do a park on the pipeline?

Mr. LeMenager stated no, but I think that is the will of the people.

The Resident asked not even keep it mowed?

Mr. LeMenager stated yes, for sure we would mow it.

The Resident asked then why is the park not kept mowed, at least twice or three times a year?

Mr. LeMenager responded good question.

Ms. Kassel asked is it part of the Davey Tree contract?

Mr. Berube responded it is Bahia and is mowed on an as-needed basis. As a matter of fact, I am not even sure that we are paying for it. I think it is a courtesy mow.

Mr. Boyd stated with neighborhood F, part of that is open space, which we had been neglecting. Now you are going to have to step it up.

Mr. Berube stated the developer had been mowing it in prior years, and that ceased with the new management. We asked Davey to mow it once in awhile. They are not getting paid for it. They do a lot of courtesy items.

Mr. LeMenager stated not as much as they used to. It will definitely get addressed, but it is a new issue for us.

The Resident stated there are several areas in the Estates where lawns have not been maintained. Now that more homes are on this area, it should be mowed. It is an eyesore.

Mr. LeMenager stated it will not be long before we ask Davey Tree how much more money we need to spend to maintain this neighborhood. The first neighborhood that you see in town, our bill went up \$23,000 per year. I am guessing that our bill will increase even more for this new neighborhood. Davey Tree will be charging us.

Mr. Berube stated it is part of growth. We will come back with some additional proposals next month.

## NINTH ORDER OF BUSINESS

## District Manager's Report

### A. June 30, 2015, Financial Statements

Mr. Moyer 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.

Mr. Moyer stated the good news is that we have collected all of our non-ad valorem assessments and because certain discounts were not taken due to the timing of the payment of taxes and assessments, we are slightly ahead in revenue by \$12,661, which is more than we budgeted in total for the fiscal year.

Mr. LeMenager stated we always budget the 4% that the developer does not take.

Mr. Moyer stated that is correct. Even with the payment of the street lighting, the \$160,000, we are only \$42,000 over budget.

Mr. Berube stated or \$120,000 ahead.

Mr. Moyer stated that is correct.

### B. Invoice Approval #183, Check Register, and Debit Invoices

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

Mr. Berube stated last month we had an incorrect FedEx invoice.

Mr. Moyer stated there is a note in your financials that we received payment for the FedEx and OUC invoices.

Mr. Berube asked the developer gave us a check for the OUC invoice?

Mr. Moyer responded yes.

Mr. Berube stated last month, we talked about receiving a refund from Severn Trent for the special assessment. They were supposed to be researching minutes.

Mr. Moyer stated they agreed to pay the \$11,800, which I think it is more than fair. It is like Mr. LeMenager said, when you are a manager in a company, you want the boss to

see the bottom line and that it looks good. They want to do that over the balance of this calendar year. I told them that is going to be a tough sell because I think that there are Supervisors on this Board who want to see this resolved by the end of this fiscal year. Their response was, as an inducement for them to spread the payments out to December, they will lower their assessment charge for next year by 25%, so instead of \$11,800, they will reduce the budget by \$3,000.

Mr. LeMenager stated good job.

Mr. Berube stated that ties us to Severn Trent through next year.

Mr. Moyer stated at least through December. Then if you can get someone to do the assessments for what is in the budget, you can do that.

Mr. Berube stated that seems like a reasonable solution. If effect, we received a \$14,800 payback.

Mr. Moyer stated that is right.

Mr. Walls stated I am okay with that.

Mr. Berube stated I do not think we need to vote on this.

Ms. Kassel stated we do not need to vote.

Mr. Moyer stated thank you. I know how frustrated we all get sometimes with Severn Trent, but the people who are coming to you from time to time from all over the State, most of whom have worked for me in the past, they are not going to do that.

Mr. Berube stated I know that you worked hard at that conversation. I know what that takes. It is noted and appreciated.

Mr. Moyer stated thank you.

Mr. Berube stated that is one of the reasons we would keep you no matter where we went.

Mr. Moyer stated I appreciate that.

Mr. LeMenager stated that is a condition of us changing companies.

Mr. Berube stated which may still be an option in the future. We do not know. Thank you very much. You did well.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to invoice approval #183, check register, and debit invoices, as presented.

### **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. Questions and Comments on the Proposed Fiscal Year 2016 Budget**

Ms. Kassel stated it looks good to me.

Mr. LeMenager stated I did not have anything.

Mr. Walls stated it is fine with me. We can incorporate the street light buy down into the fund balance.

Mr. LeMenager stated that is true. That will change the projected as well as next year's street light lease.

Mr. Berube stated the audience heard earlier that we are going to raise the operation and maintenance assessments. Technically we are, but I believe that our point last month was that so far, there will not be an increase in billing. We are just shifting money around.

Mr. LeMenager stated that is correct.

Mr. Berube stated we anticipate that we are going to do that again, even incorporating the street light buyout. We are going to stay at a zero percent net increase. There is going to be a significant increase in the amount of money being spent on what you see and what you receive, but your assessments are not going to increase.

Ms. Kassel stated that is only the case if you have not paid off your bond. Those who have paid off their bond will receive an increase because the increase is on the operation and maintenance side.

Mr. Berube stated the majority of residents have not paid off their bond. At some point, assessments will rise. All of this growth is going to cause that.

A Resident asked does anyone know the percentage on that bond?

Mr. LeMenager responded it is in the budget.

Ms. Kassel stated it has changed now.

Mr. Berube stated the current rate is 5% and 5.25%. There are two different bonds. It was 7% and 7.5%, but now it is 5% and 5.25%. By refinancing, we saved hundreds of thousands of dollars over the years. It did not cost us any money up front to do it because we shifted funds out of reserves.

Mr. Moyer stated from the 2014 refinancing, the rate was 5% and 5.25%.

Mr. LeMenager stated it is 5% until 2026, and then it increases to 5.25%. It used to be over 7%. If this is the last place that you are going to live, it makes sense to pay it off.

Mr. Berube stated next month is the public hearing on the budget.

A Resident wished Mr. Berube a Happy Birthday.

**E. Harmony Soccer Club Facility Use Application**

Mr. LeMenager stated that was a mistake; this was just for the Board's information.

We received an email on that.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There being none, the next order of business followed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

The next meeting is scheduled for Thursday, August 27, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. Farnsworth,  
with all in favor, the meeting was adjourned at 8:10 p.m.

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Gary L. Moyer, Secretary

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Steve Berube, Chairman