

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 26, 2016, at 6:00 p.m. at Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls (<i>via telephone</i>)	Attorney: Young, van Assenderp & Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Amber Sambuca	Harmony Development Company
Rick Mansfield	Davey Commercial Grounds
John Rukkila	Davey Commercial Grounds
Don Wolfe	Harmony District Staff
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

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

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

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Eva Horner stated I have heard talk over the course of the last year about the ponds on the golf course and our obligation to them. I just heard that we are, in fact, obligated to maintain the ponds, or is that a rumor?

Mr. Berube stated it is true.

Ms. Horner asked is that new?

Mr. Berube stated no, it has been that way since 2002.

Ms. Kassel stated but we did have a period of time where the golf course said they would take over the management of their own ponds. Now, apparently, it has come back to us. It sounds like we will hear more about that tonight.

Mr. Berube stated yes, you will.

Mr. Michael Garrison stated I want to discuss the CDD assessments being put together among the three neighborhoods, which is four now. Why is it just going to be among those four and not the whole Harmony community being reassessed? In my neighborhood, we have no parks, no sidewalks, and no trees; yet I will be paying more than anyone else except for the Estate homes. I have already closed, and I believe after I closed, it says you cannot increase my CDD assessments more than 3% per year.

Ms. Kassel asked what neighborhood do you live in?

Mr. Garrison stated I live in Cherry Hill, neighborhood F.

Ms. Kassel stated your CDD assessments are not higher than everyone else's.

Mr. Garrison stated I am paying \$2,400, and others are paying only \$1,700 to \$1,800. For neighborhood H in the front, they want to make those about \$3,000. I am trying to figure out why you are just doing four neighborhoods and not the entire community except for the Estates and the over-50 neighborhood. Everyone walks on the trails. Everyone uses all the facilities. Why not raise everyone's assessment to take care of this instead of trying to make a few communities pay for everything?

Mr. Berube stated the short answer is that you are not going to pay more on a progressive basis than other people who live in houses on 52-foot-wide lots. The reason for bringing all four of them in together was to fix some inequities that had previously been part of how F and H-2 were assessed. The initial term of this was "blending," and we resisted that because it would have been much higher for you. It would have helped people over here unnecessarily and affected you pretty harshly, so we resisted doing that and said no. The landowners, who are the people that we are beholden to, include the developer, Richmond American, and Lennar Homes. They are the landowners affected in those areas. Those landowners came to the Board with a second proposal to fix the inequity that existed by adding more lands specifically to neighborhoods M and A-2. In effect what happened was, the developer added relatively lower-assessed land into this pool to allow this inequity to be fixed. The developer absorbed higher assessments on their land to fix the problem that existed. The end result is that all of the 52-foot lots, including 50-foot and 54-foot lots when you look at those lots as a class, are all within the same ballpark. I think the lower end is \$2,249 and the highest ones are about \$2,800, which are reflected in the budget.

Ms. Kassel stated between \$2,100 and \$2,400. These are total assessments, which include the operation and maintenance as well as the debt. The total, including F, is between \$2,100 and \$2,400 or so.

Mr. LeMenager stated no, the proposed budget for fiscal year 2017 shows \$2,864.81 for neighborhoods F and H-2.

Mr. Garrison stated my assessment will go up \$400 to \$500 from what I am paying now, and I do not feel it is right. Why should I have to pay more money for something the developer and the landowner messed up and figured they needed to take it out on us?

Mr. Berube stated we understand that.

Mr. Garrison stated I paid a lot premium for my house, which I know a lot of people do not because of the view. I have a view of the house across the street and a utility easement, so I do not really have a view. I paid a premium for a lot that supposedly went toward the CDD assessments to make up for this, and now I am going to be paying more just to make up for what the developer and everyone else messed up.

Mr. Berube stated you cannot necessarily say they messed up.

Mr. Garrison stated then they misfigured.

Mr. Berube stated when you have these new neighborhoods come online, adjustments are frequently made after the first year because things are noticed. The assessment methodology includes a lot of pieces that have to fit into the puzzle. Occasionally, things get off a little bit here and there, and that is what happened in this case. The problem that really exists is, you are looking to us to fix the issue. The reality is, it was the builder who sold you your house who owned the land and is the majority landowner.

Mr. Garrison stated then they should be the ones at fault instead of taking it out on us. I have already paid them, and I have already bought the house. I should not have to pay something that was their fault. It is not fair. If I mess up on something, I do not get a do-over for someone else to bail me out. They messed up, so they should be the ones who face it instead of putting it on the home owners.

Mr. Moyer stated I think that is absolutely right. To the degree that there are inequities that are corrected by this Board following the developer's request, I think that is between the home owner and the builder: Richmond American. I will tell you one thing it is not between: the balance of the Harmony residents who have been here, and you. It is

not the responsibility of home owners who have lived here for many years to take care of a builder problem or your problem.

Mr. Garrison stated the way I am looking at it, too, is that I am paying maintenance, but I do not have anything. Every other neighborhood has a park or trails or dog parks, but we have nothing. What is my maintenance? My neighborhood does not even have a pond. The school district takes care of the ponds.

Mr. Berube stated that is incorrect; the CDD takes care of the ponds.

Mr. Garrison stated I know, but the school district is the one that paid for the ponds for when the school was built.

Mr. Berube stated no.

Mr. Garrison stated they are platted within the school's drainage. I looked on the property appraiser's page on their website.

Mr. LeMenager stated the property appraiser's site is wrong.

Mr. Garrison asked you are saying the property appraiser and the people who do our taxes are wrong?

Mr. LeMenager stated yes.

Mr. Garrison stated then you need to tell the property appraiser that they are wrong and they need to fix it. When I go on their website, I can pull up every bit of information showing the owner and who does what.

Mr. Berube stated who paid for the ponds is not really the issue at hand. The bottom line is, when you look at all the neighborhoods for the 50-, 52-, and 54-foot lots, the first neighborhood had the lowest assessment on a lot in that range. As each of them come on board, the assessment grows by a fairly standard percentage. The newer they are, the higher the assessment. The final movement just put neighborhood F in line, considering the timeframe, with all the other neighborhoods. I understand that this does not make you happy, but we cannot fix that. We discussed this multiple times. We made sure we were doing this right, with counsel from the manager, the attorney, and the engineer. The first version was going to result in an assessment of \$3,400 immediately, and we understood that was not right. That was allowing an inequity to be fixed the wrong way. I understand that you still think the inequity was fixed incorrectly, but it was the only way we had of getting it done right.

Mr. Garrison stated Richmond American should be the ones at fault. They are the ones who did not plan it right.

Ms. Kassel stated they represented to you a certain CDD assessment.

Mr. Garrison stated they told us \$2,400, so that is what we should have to pay.

Mr. Berube stated for the first year, you did.

Mr. Garrison stated in our documents, it says CDD assessments cannot increase more than 3% per year. If you are increasing it to \$2,800, then that is more than 3%. You cannot do it.

Mr. Berube stated for the first year, Richmond American paid the \$2,400, which was the assessment. When you bought the house, you paid a pro rata piece of that amount. For your first year, your property was assessed \$2,400 that was disclosed.

Mr. Garrison stated we also had to put money in escrow for the following year for \$2,400. I have already paid the CDD \$2,400 for next year because it is in escrow.

Mr. Berube stated no, you have given that to the bank.

Mr. Garrison stated yes, to pay the assessments for next year.

Mr. Berube stated the methodology and the assessments have been set, and we will discuss the budget over the next couple months.

Mr. Garrison asked what about my contract that says my assessment cannot be raised more than 3% per year?

Ms. Kassel asked who is that contract with?

Mr. Garrison stated that is in my closing documents.

Mr. LeMenager stated that has to be the HROA.

Mr. Berube stated you pay two things: CDD assessments and HROA fees. I think the HROA is limited. I thought it was 5%, but it might be 3%; I do not remember. The CDD assessments can rise and fall based on the budgets that are adopted every year.

Mr. Garrison asked is everyone's CDD assessment for maintenance going up based on the budget?

Mr. Berube stated it depends on what we do with the budget. We are attempting to hold assessments level this year.

Ms. Kassel stated the operations and maintenance portion looks like it may be rising for those of us, such as Mr. LeMenager and I, who paid off our debt assessment. The

proposed budget that is in our agenda package for discussion shows an increase in operations and maintenance assessments of 6%.

Mr. Walls stated that is not on the budget I am looking at.

Ms. Kassel stated Ms. Brenda Burgess sent us some documents that must have the wrong numbers.

Mr. Garrison stated Richmond American and Lennar messed up, but I have already closed on my house. I can see new people moving in being told what their assessments are going to be.

Mr. Walls asked what would you like us to do?

Mr. Garrison stated you cannot raise my CDD assessments unless everyone else's is raised equally for maintenance.

Mr. Walls stated you want us to bring everyone in and tell them that we are going to increase their assessments so that a few fees do not increase.

Mr. Garrison stated that is what they are doing to me.

Mr. Walls stated I do not think that is going to work.

Mr. LeMenager stated in reviewing the budget today, I was surprised to see the 50-foot lots in H-1 are virtually at the same level as the 50-foot lots in H-2 and F. I think it has worked out.

Mr. Berube stated the three latest neighborhoods are all in the same range.

Ms. Kassel stated H-1 is \$2,844.99, and H-2 and F are \$2,864.81.

Mr. Berube stated they are \$20 higher.

Ms. Kassel stated we did not change H-1. My suggestion is to feel free to contact any of us or all of us about the contract you signed so that we can help you understand who you signed that contract with and who you need to go to for redress.

Mr. Garrison stated I still do not think it is fair that mine go up after I already closed on the house, and now they are saying they messed up.

Ms. Kassel stated we understand.

Mr. Garrison asked why should I pay for their mistake?

Mr. Farnsworth stated we do not necessarily disagree with you

Mr. Berube stated we did what the majority landowners wanted us to do to get to this point. It all worked out. It raised some of the assessments that the developer is going to

pay, so they are covering some of this shortfall. Richmond American and Lennar are the other two majority landowners involved in this.

Mr. Garrison stated of course they are going to vote to raise our assessments because they are the majority landowners and are selling the houses. They are not going to be responsible for the assessments next year. Who cares what they want or voted for? It is the home owners who will have to pay it next year.

Mr. LeMenager stated in point of fact, when the decision was made, they were the owners.

Mr. Berube stated that is right.

Mr. Garrison stated they told me that my assessments would not go up.

Mr. LeMenager stated we cannot address what they told you.

Mr. Garrison stated I know, but that is what they told me. When I closed on my house, my assessments were \$2,400 based on what Richmond American said.

Mr. Walls stated I specifically made comments that the builders need to talk to the home owners.

Mr. Garrison stated the builder is lying to us.

Mr. Walls stated that is all we can do.

Ms. Kassel stated what they did was made certain assumptions. I do not know that they actively lied, but they made certain assumptions about what the fees were going to be without understanding the bigger picture. Once the bigger picture became apparent, they realized they needed to make some adjustments.

Mr. Berube stated they were not lying to you because the current year assessment is still \$2,400, whatever it was for F this year until the fiscal year changes on October 1, 2016. That is still the current year assessment for F; it has not changed but it is going to change. All of them will change beginning next fiscal year based on this. I understand that you are not happy with it, but we do not have another choice at this point. We have discussed this and did the very best that we could based on the landowners that we are beholden to. If a majority of landowners in F come before this Board and want some other kind of relief and can figure out a way of making it all work, we are happy to listen. Right now, the majority landowners are still Richmond American, Lennar, and the developer.

Mr. Garrison stated that means Richmond American cannot sell any houses in H-1 and H-2 because of the CDD assessments. That is why they wanted to blend them together.

Mr. Berube stated we could discuss this forever. We understand your pain. We knew some people were going to be a little bit unhappy. That is the best explanation that we have right now, that we did the best we could at the time with the facts that we had.

Mr. Steve Hornak stated I have to especially disagree with the Board. You are not beholden to the developer or any of the builders. You are beholden to the community and all the constituents. The law is clear in this, in that, the assessments must be fair and balanced. What we are looking at is sections A and B with the same sized lots where they have parks, ponds, and other facilities within that section, but they are paying 35% less than this new section. The assessments are supposed to be fair and balanced according to the law, not based on where they are or what location they are. It is based on a fair and equal assessment to each section. Giving preference to a section that came on board earlier and keeping their assessments down while raising them and pushing the burden of the debt and operations of the community onto these new sections is not fair or just.

Ms. Kassel stated neighborhood G's proposed assessment for a 52-foot lot is \$2,610.83 for next fiscal year, which was included in our proposed budget, and it is not firm yet. This is the first time we are reviewing the budget. That amount is less than 10% difference.

Mr. Hornak stated I am asking about A.

Mr. Berube stated there is no neighborhood A.

Ms. Kassel asked do you mean Ashley Park?

Mr. Hornak stated no, not Ashley Park. We live in section B.

Ms. Kassel stated no, we live in C-1.

Mr. Hornak asked what is the other side of the dog park toward the outside of the community?

Mr. Berube stated B is \$2,244.65, C-1 is \$2,207.77, and C-2 is \$2,295.77. We are not favoring the older neighborhoods. The older neighborhoods were all assessed at a rate that has risen over time as CDD assessments have risen.

Mr. Hornak stated you are favoring them. You are assessing the same sized lots at different rates. One home is being assessed at 30% more than the other.

Mr. Berube stated it is not that clean. Each neighborhood has a certain amount of acreage assigned to it.

Mr. Moyer stated that is correct. When the assessment methodology, which goes back a number of years, was initially adopted, it was driven by an overall cost for the infrastructure in Harmony, which originally was divided by the number of acres in Harmony. Each acre was allocated a portion of the overall development costs for Harmony. As the developer platted subdivisions and we knew with certainty the number of acres that were in a parcel and how many lots were in that parcel, then that acreage assessment was allocated equally to those units within the parcel. It is all formula driven.

Mr. Hornak stated the Board is not responsible for maintaining a system that was developed for raw land. It is to maintain an assessment that is fair across the board for all residents. It is clearly unfair for a section with a home on a 52-foot lot to be assessed more than another home on a 52-foot lot, especially considering that the home that is assessed less has additional parks and open areas that factor into that assessment. This Board is working on assessments that were developed 10 years ago for raw land.

Mr. Berube stated we have this discussion about once a year that this does not work very well. It is in wide use in multiple CDDs across the State. There is no easy way to go back and undo what has been established.

Mr. Hornak stated if you are going to stay with what was established, then H-2 and F were two different sections. Taking the assessments of those sections that were assessed according to the methodology set up 10 years ago, since they were assessed separately, there should be no “blending” today because they were established as separate sections, just as C-1 was established as a separate section. The blending should never have occurred.

Mr. Berube stated there was no blending.

Mr. Hornak asked what would you like to call it?

Mr. Berube stated equalizing.

Mr. Hornak stated so you are equalizing certain sections over other sections.

Mr. Berube stated no, you need to remember that the developer put in additional land to make this more equitable. We do not know where that additional land is going to end up because it has not been platted yet. On a raw land basis, their assessments went up to make this more equitable for the home owners who are affected.

Mr. Hornak stated I believe the term one of the Board member used previously was kicking the can down the road. That does not help those people, either. This Board has a responsibility to make sure that these assessments are fair and equitable.

Ms. Kassel stated I will ask Mr. Boyd to help everyone understand how the methodology resulted in essentially higher assessments for each neighborhood as they got developed.

Mr. Boyd stated I am not the methodology consultant. Mr. Moyer addressed it a little previously. Part of the issue is that some of the neighborhoods originally anticipated a much higher density, which would have meant more units in the neighborhoods. With larger lots, you do not necessarily have as high of a density, so there are larger lots with fewer of them. That is part of the issue.

Ms. Kassel stated so you are taking the same assessment for the entire neighborhood and dividing it among fewer lots, which means higher assessments per lot. In other words, as these newer neighborhoods were developed, the number of lots in those already-assessed neighborhoods was larger, and therefore, they have fewer lots. Those fewer lots have higher assessments based on the total neighborhood assessment.

Mr. Hornak stated so we are going back to the assessment methodology set up for raw land. In that methodology, H-2 and F were two separate sections and had nothing to do with each other. By taking those sections and the other two – H-1 and M – and taking the high assessments, due to the readjustment in how the land was developed, and moving those assessments to a couple other sections making them not as hard to sell, is not fair and just. That does not comply.

Mr. Moyer stated that argument needs to be made with the landowners who made that request. The Board accommodated their request. They were the ones who made the decision that it would be fair. The decision this Board made, frankly, was (1) does it violate the intent of the assessment methodology and (2) does it do anything that would affect the existing property owners who were already here and had been assessed. The answer was no, that was not the case, so the Board honored that request.

Mr. Farnsworth stated one observation has not been made. If the developer, landowners, and builders had come to us a year earlier than they did and resolved this, we would not be discussing it because you would never have been put in the position of

being told a lower assessment amount than what it came down to. They did not come to us in a timely fashion to prevent this situation.

Mr. Berube stated sales started early before this process was started.

Mr. Hornak stated you are probably right, although I disagree a little. I probably would have brought it up at some point when I discovered it. I just discovered it probably earlier than I would have. The assessments in that section are still unjust, even at the \$2,500 level.

Mr. Berube stated we have gone over this time and time again. We are not going to change it tonight.

Mr. Hornak asked when can we bring this for a discussion to change putting the whole group together? In fairness, the developer and the builders came to you and represented that they were the landowners. In truth, they were contracted. Many of us who bought homes were closing only a few weeks later.

Mr. Berube stated I have the same comment I made to Mr. Garrison. Bring a majority of the landowners who are affected, and we will consider their concerns. A plan needs to be developed. The landowners who requested this adjustment came with the current plan and a revised plan. If affected landowners want to come before the Board with their concerns and a plan how to fix it, we would be more than happy to listen.

Mr. Hornak stated with respect, it is not up to us to present a plan. It is up to the Board to come up with a methodology that is fair and equitable for all home owners.

Mr. Moyer stated they did.

Mr. Hornak stated it is not fair.

Mr. Moyer stated it is.

Ms. Kassel stated our legal counsel, manager, and engineer – the experts – all assured us that this was a fair and equitable way of applying the methodology.

Mr. Hornak stated I think you will find some opposition to that with the residents.

Mr. Moyer stated the thing you have to keep in mind is, you took title to that property subject to an existing assessment. You had knowledge of what that assessment was going to be.

Mr. Berube stated which is still accurate for that land.

Mr. Moyer stated that is correct. If Mr. Hornak is saying he did not have knowledge of that, then that is between you and the seller.

Mr. Hornak stated the question in my mind is not knowledge of the assessment because Mr. Berube can testify that I reached out to him even before we moved into Harmony to discuss the assessments. I was very knowledgeable in what the assessments were. My issue is that you are assessing some sections at 30% more than other sections for the same size lots. The sections that are paying less have more facilities. I certainly would like to know when this will come to the Board for a vote, and I would like a copy of the proposed budget.

Ms. Kassel stated it is available on the website.

Mr. Farnsworth stated it is in the agenda package.

Ms. Kassel stated it has been online for a couple weeks. As to when this will be voted on, it has already been voted on.

Mr. Hornak asked the budget for next fiscal year?

Mr. Berube stated no, the assessments.

Mr. Kassel stated the way the assessments are apportioned.

Mr. LeMenager stated we will vote on the budget at the end of August.

Mr. Berube stated our public hearing for the budget will be in August.

Mr. LeMenager stated what we agreed to a few months ago will be voted on at the end of August.

Mr. Berube stated yes, that is part of the public hearing.

Ms. Kassel stated keep in mind that neighborhood G, which is right next door, does have facilities. A lake is on one side and a park, when it is constructed, will be on the other side. You also have Lakeshore Park right next to you. It is not as though you have nothing.

Mr. Hornak stated all sections have Lakeshore Park next to them.

Ms. Kassel stated no, only C-1 and F, not the Estates.

Mr. Hornak stated if we go through and weigh and balance the facilities in each section, I think you will find that every section has something going for it, but that does not justify why one section will pay 30% more.

Ms. Kassel stated H-2 has the higher assessment and has very little.

Mr. Hornak stated I agree.

Ms. Kassel stated it does not have any parks or a lake. It does have a pond.

Mr. Hornak stated I would have hoped that would be addressed before development.

Ms. Kassel stated the developer originally planned on many more lots on that parcel. Now there are fewer lots.

Mr. Hornak stated I understand the developer changed the plan for it. If you are maintaining the assessment from 10 years ago, it is unfair to take a couple sections in a fishbowl and blend them together for everyone.

Mr. Berube stated we understand.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the March 31, 2016, Meeting

Mr. Berube reviewed the minutes and requested any additions, corrections, notations, or deletions.

Mr. Berube stated this will include revisions sent via email.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of April 28, 2016, meeting, as amended.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Landscaping

i. Davey Tree Monthly Highlight Report

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

Mr. Berube stated for those who do not know, Mr. Mansfield replaced Mr. Garth Rinard as the Orlando branch manager for Davey. Mr. Rinard has moved into a higher position.

Mr. Rukkila stated I am proud to say we hit our mark for all contractual services this month. We have our finger on the pulse of some developing situations on property, one being the wear on the sports turf at Blazing Star. I have a plan of action in place. I was waiting on the Lakeshore field for soccer season to end. I want to render a few of those services together: aeration, top dressing, and fertilization. That is in the works. Recently, I met with a coworker, who is a certified arborist like myself, to get a second opinion on the condition of the laurels in the square. I read the report, and some recommendations were made in 2015, but it stopped there and nothing has transpired since then. Looking at the square through the winter and waiting for the spring flush, it became apparent that they are in a sickly state. I will type a letter for a recommendation and an action plan that we can discuss sometime. We found some compaction, and the recommendation is to

enlarge the beds of the trees to assist the roots. We want to prune them and remove some of the dead wood. Laurels are funny, and you typically see a stressing in them before other varieties of oaks, such as live oaks. They are screaming for fertilizer. They need some kind of treatment, and I want to outline that in the letter. Prior to making any major recommendations, I wanted to take soil samples, which is in the works.

Ms. Kassel stated I am sorry to hear that it took a month for the tests to even start.

Mr. Berube asked are you indicating that this work needs financial approval, or do you just want our approval over your scope of work?

Mr. Rukkila stated with the long-term fertilization, there would be a financial aspect to get them up to par.

Ms. Kassel stated you have been here for a while, and your scope of services is to make sure that the landscaping is maintained in a healthy state.

Mr. Rukkila stated I do not want to speak to what I do not know. I am not sure as to the scope of the contract and the different additional applications that are required. I want to say that is above and beyond the contract, but before I speak on that or propose a plan, I would like to do some research. What I am referring to is not just a regular contractual granular fertilization but a deep-root feeding that is something done to invigorate trees in their condition. I would like to do some research before I propose anything.

Mr. Berube stated we are talking about a month during a prime growing period until this Board meets again before we can consider your plan of action. With the past history of trees in that square, that is a little scary.

Ms. Kassel stated that is why I mentioned that it was a concern to me that we do not even have test results yet, and it is a month after we first discussed this.

Mr. Rukkila stated understood.

Mr. Berube asked would Ms. Kassel be comfortable in reviewing his treatment plan outline and making a decision – yes or no – to save time and to potentially to save the trees? It is June. I cannot imagine it will be a lot of money.

Mr. Rukkila stated no, it is not a large amount of money.

Mr. Berube asked would it be about \$500?

Mr. Rukkila stated it is about \$100 to \$125 per tree. Only five trees are in dire condition.

Mr. Berube stated it would be about \$600 versus the risk of waiting another month.

Ms. Kassel stated the sooner they can get something to me, I am happy to review it. Obviously, these trees have been there for some time. There is no guarantee. I do not know what kind of assurances you can give us that whatever we are going to pay for will have that kind of effect based on Davey's experience in other neighborhoods. Perhaps you can add that to the letter so that we have some assurance that this kind of treatment is likely to lead to some assistance for these trees, versus just a gamble of applying some fertilizer that might help.

Mr. Mansfield stated that is what Mr. Rukkila is trying to put together for you. Anything we do like this has a tremendous amount of research behind it. We will also attach some user-friendly information so everyone understands the process will be and what the risk will be.

Ms. Kassel stated if you have any case studies or research, I am happy to read it.

Mr. Mansfield stated this is an opportunity to come in with equipment that has basically two sides. One comes in and aerates all the dirt around it to loosen it up.

Ms. Kassel asked to what depth?

Mr. Mansfield stated to whatever depth is necessary. It depends on the trees. I would say anywhere from four to five feet on these types of trees, so we will be going down past what you might anticipate. That allows the trees to be aired and allows moisture in. At the same time, another section that is open will have the deep-root fertilization all the way down to the roots instead of just applying something at the top, which is generally in the standard contract for looking at it and trying to treat it. This is something where you are taking the next step to make something happen.

Ms. Kassel stated as you are doing your research to put this letter together, I would appreciate it if whoever is in charge of trees on your staff would look at all the laurels in the community to make sure other trees are not in need or having problems.

Mr. Rukkila stated I am happy to do that.

Mr. Berube stated they are indicating five trees at about \$125 each, for a total of \$625. I am looking to Ms. Kassel, who is comfortable reading Mr. Rukkila's letter outlining a treatment plan. If the Board is agreeable with Ms. Kassel's assessment of their plan, she has the approval to launch the activities right away instead of waiting for the next meeting. The maximum cost will be \$625, and it could be less.

Mr. LeMenager stated I would say she technically has the authority to tell them to proceed since that is legally how it would work.

Mr. Berube stated hearing and seeing affirmation from all Board members, Mr. Rukkila is directed to put his letter together and provide it to Ms. Kassel as soon as possible. I am sure he will do it right and she will be okay with it. Let us save the trees.

Mr. Rukkila stated I am not sure if you have seen the plant health care technician on property. I tried to focus on getting in front of chinch bug season this year. It particularly has been a very active season during June, July, and August. We have taken some preventive measures. That will reduce the amount of sod that we replace over the long term. The irrigation and chinch bugs are related. The hot spots invite them. I know there have been questions over sod replacement, and we are trying to stay in front of it and prevent those issues.

Mr. Berube stated I know they are working diligently on measuring irrigation rates getting into the ground as well as monitoring zones and keeping everything in working order. I presume since our last conversation that you have seen some improvement in the overall coverage for hot spots being handled, or are we still lacking in those areas?

Mr. Rukkila stated we are not issue free, but there has been a huge improvement by the team. We are narrowing it down, and it is getting better.

Mr. Berube stated a lot of communication is going back and forth with pictures.

Ms. Kassel stated a shrub on Cat Brier was cut back. I think it was firecracker, a shrub that is about eight feet tall. It was apparently pruned too heavily, and it looks like it is not going to make it. I do not know if you are aware of that.

Mr. Rukkila stated yes, I am. This sort of goes back to Mr. Todd Haskett. I have wanted to lower it for some time. The height it was at was very difficult to manage. Mr. Gerhard van der Snel and I decided during one of our drive-throughs to reduce the overall size of it. I want to say it was about a 30% reduction. You are seeing a portion that looks like it has not responded favorably to that cutback. Typically, the best management practice is to remove no less than 30%. We are within that, and I think it is a little too early to tell. We need to scratch it and see if it still shows green to see if it is still alive. I think it is too early to make a decision on that.

Ms. Kassel stated I think the pruning may have happened too late in the season, but we will see.

Mr. Rukkila stated I am honored to introduce Mr. Mansfield as our new branch manager.

Mr. Mansfield stated I am happy to be here. You have a beautiful community. I drove around and saw some things. I think the most important thing I offer is new energy and new insight and eyes on everything. I bring 30 years of being in construction and development, building in the State of Florida. I recently came back from Michigan with Davey since my grandchildren are up there, but my wife and I are very happy to be back in Florida. What I want to infuse is that it is more of creating a business environment within Davey to where everything can be more finite. An example is billing. As I understand it, you have had some billing issues along the way. That is one of the first things I am doing, to integrate some systems to be sure those types of things are under control. I want to find out where they are at and get a big picture of things. I want to be able to see things with Mr. Rukkila or before he does so that maybe they do not take as long. I am a third set of eyes and have not been here as often, and I think that truly helps along with my level of expertise.

Mr. Berube stated welcome to Harmony. In the near future, one new neighborhood will be opening up down the street and a second one following. Neighborhood I is coming online first, followed by neighborhood O five or six months later. Someone from this Board or the development office will contact Mr. Mansfield and Mr. Rukkila for proposals, with neighborhood I first. The developer will have some piece of that maintenance, as well. That is coming up within the next couple months. We will also discuss the contract renewal, which will coincide with the new fiscal year budget. That will also be happening soon.

Ms. Kassel stated I have had discussions with Mr. Mansfield, Mr. Rukkila, and Mr. Qualls regarding the piggyback process. Currently, Davey is using the Ave Maria CDD contract to endeavor to create a comparable contract for Harmony using the same terms. In less than two weeks, we will pass that onto Mr. Qualls for his review and also to me.

FIFTH ORDER OF BUSINESS

Developer's Report

Ms. Sambuca stated I would like to share a few updates on the community overall. Some items that we have been doing recently include hauling dirt from parcel O, which is Waterside down on this end, and stockpiling it. That hauling is complete. We have restored the CDD parcel area with sod. The silt fence will be pulled up probably within

the next week or so. You may or may not have seen the path along Five Oaks Drive, but it will be fully restored to 100%. We have also been hauling dirt for the past few weeks from the east side to Cherry Hill across from the school. We appreciate everyone's patience. I know the trucks and the noise are not pleasant. That hauling is complete, the dirt is there, and no more dump trucks will be passing your houses. Lennar Homes will be starting their home construction on that parcel soon. Parcel O – Waterside – is continuing to move along with development most likely for the next four to five months. Regarding progress on the South Lake project – the Lakes at Harmony – development is fully complete. CalAtlantic models are now open, and they have six of them. We are planning a grand opening event, a public event for the residents and everyone. Watch your email for that announcement. We would love to have you out to show you the area. It will include free entertainment and free lunch.

Mr. LeMenager stated that email came out about an hour before this meeting.

Ms. Sambuca stated it must be for something else because we have not planned that event yet.

Mr. LeMenager stated I received an invitation this afternoon.

Ms. Sambuca stated we had an invitation proof that came out but was not correct. The event will be Saturday, June 18 from 11:00 a.m. to 3:00 p.m. We will have entertainment and food. The recreation center across the street is still under construction. If you drive by, you can see the shell of the structure. The pool has been dug. They are continually working on it, and it has a couple more months of build time. We are moving along swiftly in that neighborhood. The developer will be holding a town hall meeting. We typically do these twice a year. We like to give the community updates and offer feedback as well as get any of your questions. A lot of times, many residents do not attend these meetings. We just want to be transparent on anything and answer any questions. We will be planning that for sometime in July, so watch your emails for that date, as well. It will most likely be an evening meeting. Last, I want to update you on the golf course renovation. It is going along smoothly. They are on track. The course has been closed but the clubhouse is still open, as is the restaurant. Everything is going as planned. They are renovating the greens and bunkers, which will continue into the fall, most likely September.

Ms. Kassel stated Integrity leases the course from the developer. This is not a CDD issue, but do I still speak with Carlos about doing cart tours on the golf course during this renovation?

Ms. Sambuca stated yes, he can still help you with that. We can still facilitate that for Conservation Café. Some areas are more dangerous than others, but the path should be clear. Check with the pro shop, and they can find the best time to facilitate that for you.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

i. Map

Mr. Boyd stated we are continuing to revise the map since the last meeting. We added pond numbers. We rotated it back to true north. One final correction we need to make now is to correct the text so that it is not slanted on the map. We have a few minor formatting items, but it is substantially complete at this point. We will get it cleaned up and issued in electronic format.

Mr. Farnsworth stated from the total document in whatever format you have or whatever your CAD system format is, it has many layers. Can we come to you for a particular combination of those layers?

Mr. Boyd stated what would be best is if you can tell me which maps you want, and then we can create those maps. There is not an easy way for me to give you a digital file that you can change.

Mr. Farnsworth stated I do not want that. I want to come to you to do that.

Mr. Boyd stated if you want one that is more specific to streets and one that is more specific to drainage, we can do that.

Mr. Farnsworth stated that is what I want.

Ms. Kassel stated this map is just for ponds.

Mr. Boyd stated it is for street names, as well.

Ms. Kassel stated not for H-1, H-2, or F.

Mr. Farnsworth stated what is missing is the neighborhood designation.

Mr. Boyd stated you are right; we are missing some.

Ms. Kassel stated for the NextDoor.com social media site, which is only for verified residents of Harmony, we cannot add people in the neighborhoods that do not have street names on the map. I can send that map to NextDoor, and those people can have their addresses included so they can be verified on that social media site.

Mr. Farnsworth stated on the street name map, make sure the neighborhoods are clearly and completely identified. That is something that you want to see.

Ms. Kassel stated including H-1, H-2, and F or with a comment.

Mr. Farnsworth stated you want to have a legend that explains what each neighborhood name means. F is really Cherry Hill, H-1 is Rosewood, and H-2 is Hawthorne. The names do not follow the alphabet any longer.

Ms. Kassel stated that is correct; that is from Starwood Land Ventures.

Mr. Berube stated you would think F would have been Flora or Fauna or something like that, not Cherry Hill. That does not make sense.

Ms. Kassel stated there is not a cherry tree or a hill in all of central Florida.

Mr. Berube stated they are making small hills there now, about three feet.

Ms. Kassel stated that is not a hill.

ii. Public Roadways

Mr. Boyd stated I am working with Osceola County to figure out what exactly is going on. We talked this week, and we are going to talk again tomorrow. We have asked for records and some of the old plans. We are working on that issue. We have not figured out why that is happening, but we are actively working on it directly with Osceola County public works.

Ms. Kassel asked what about potholes that are developing? Who do we contact? Do we contact Mr. van der Snel to ask the County to come and patch those potholes?

Mr. Boyd stated that is one method I can bring up with the County, as well. Probably what would be best to do is to approach the County on a neighborhood-wide basis to let them know you are starting to see some pavement degradation and ask when you can expect the County to start repaving those sections.

Mr. Berube asked is that related to what Mr. Farnsworth posted this morning?

Ms. Kassel stated that is one set of potholes.

Mr. Berube stated Mr. Bill Evans commented this afternoon, and I contacted him because he works for the County. He said they will probably be here tomorrow to fix that.

Mr. Walls stated to that end, we really should contact the County. I would not mind doing that as a Board because we are 13 years into these roads. That is more than a standard paving cycle. I do not think they have been repaved at all.

Ms. Kassel asked should Mr. van der Snel be the one who goes around and looks at all of them?

Mr. Walls stated no, that is not his responsibility. We will start with Mr. Boyd contacting the County. We can send an official letter or something.

Ms. Kassel stated we can ask our manager to do that.

Mr. Walls stated it is time. They may have it on the plan, but we need to find out.

Ms. Kassel stated at the very least, we need cleaning of the storm drains and repair of the potholes.

Mr. Berube asked do you suspect that the storm drain on Clay Brick is clogged?

Mr. Boyd stated I suspect something is blocking that line that goes into the golf course pond. The pond is a little higher than it normally should be, but it is not high enough to cause the flooding that we saw. Even the 100-year flood elevation of that lake is lower than this.

Ms. Kassel stated that drain is probably clogged.

Mr. Boyd stated it is possible that some wood washed into those inlets at some point.

Ms. Kassel stated it could be a bunch of mulch.

Mr. Boyd stated we do not have any beavers, but it might be a beaver dam situation where some wood has backed up, so now mulch and pine straw are behind it.

iii. Contract for Sidewalks

Mr. Boyd stated we received the contract from Mr. Justin Farrell last week. Our crew is queued up to start that design now. I anticipate that we will have it submitted before June 10. It may not be next week, but it will be the following week to submit to the County.

Mr. Berube stated this is for the linear park sidewalk. There has been a lot of conversation back and forth.

Ms. Kassel stated I have been speaking with Mr. Farrell about it. There were misunderstandings about who was to do what next.

Mr. Berube stated yes.

B. Attorney

i. OUC Street Light Buyout

Mr. Qualls stated thank you for letting me call in. One item has already been discussed, so I will not belabor it. I understand this might not be possible, but in my discussions with OUC, they suggested a July 1, 2016, buyout date. When I discussed this with Mr. Moyer, he reminded me that the money might not be ready yet at that point. This is something for you to consider. I think we have some time. Consider it and let me

know as soon as you can when the funds will be together to accomplish a buyout. That is really all we need to worry about at this point. OUC is crunching the numbers. We have already drafted the agreement, which was very simple. We took the one we did last time and modified it for this contract. Mr. Moyer provided the underlying lease agreements. Other than letting OUC know the idea of the timing, the ball is in their court. They will probably wait to start that process until we give them an idea of the timing. I do not think anyone needs a reminder that the sooner we can get that information to OUC, the better. I understand that it may not be available at this point, and that is fine. Unless the Board gives me direction otherwise, I will continue to proceed.

Ms. Kassel stated we thought we had enough money to pay it off.

Mr. Berube stated Mr. Moyer is looking at the financial statements now.

Mr. Moyer stated we have \$330,000 in this year's budget, and we can probably use some operating reserve to add to that because we still assess off roll. The developer pays on a monthly basis, and we can probably carry the District from October into December based upon that without having to worry about the operating reserves. I need to look at where we are budget wise and whether or not we are going to have sufficient funds available.

Ms. Kassel asked what is the anticipated payoff?

Mr. Moyer stated I am looking for that in the minutes.

Mr. Berube asked does Mr. Qualls have an idea what our anticipated payoff number is at this point?

Mr. Qualls stated no, and that will be somewhat dependent on the timing.

Mr. Moyer stated it totals \$365,000. If that is the case, we have those funds available, so we can proceed with this.

Mr. Qualls stated I have been dealing with Mr. Dan Seabrook. Does that mean July 1 will work?

Mr. Moyer stated yes.

Mr. Qualls stated I will report that to OUC so we can get them moving.

ii. Davey Contract Renewal

Mr. Qualls stated I want to thank Ms. Kassel for helping and taking the lead on this, as well as Mr. Rukkila and Mr. Mansfield. They have been very helpful. We are going to talk in a couple weeks to start putting that process together.

iii. Public Records Requests

Mr. Qualls stated this just came up yesterday, but I think it bears note and reminds me of some important things I want to share with you. We represent a lot of governmental clients across the State and a lot of public officials. We have seen a growing spike over the past year of entities making public records requests. It is my personal belief that they are making these records requests not because they give any care about the records that they are requesting, but they are trying to catch governments where they can sue pursuant to Chapter 119, Florida Statutes, for a public records violation. I want to talk with Mr. Walls since I am sure Orange County is seeing the same thing. I was talking with Ms. Patty Gleason, who is recognized in the State as the expert in public records law. She is with the attorney general's office, and she has certainly seen the same trend. We have seen a spike in public records requests and a spike in lawsuits relating to public records requests. None of our clients have been sued. Legally, it does not matter in Florida who is making the request or why. If a request is made, you have to comply. I want to thank the staff at Severn Trent, Ms. Sandra DeMarco, Ms. Brenda Burgess, and Mr. Moyer for walking through this particular public records request and in sending out a timely response by the book. This public records request, in addition to some other things, requested any email addresses for residents of Harmony CDD within the custody of Harmony CDD. That is very vague and could mean a lot of things. It caused me to pause and made me want to remind you of some important principles. We responded to this request. There is a provision in the law that says if the fulfilling of the request is going to require extensive use of clerical or supervisory oversight, then you can cover your costs. We believe this request would require the extensive use of clerical or supervisory oversight. Unless the requester pays our good-faith estimate of what those costs are going to be, we are not going to move forward. It is possible that they pay it. My thinking is as follows. We are only required to turn over records in the format in which you keep those records. So the only way we can provide to this requester all of the email addresses that are public records dealing with Harmony is to provide all of the various emails that Supervisors have sent, the professional staff have sent, and all those emails. That could conceivably be every email within the retention schedule. I meant to look that up, but it is a good chunk of time, as long as seven years. In talking with clients about this, some people get some misconceptions about what is and what is not a public record. All emails or any communications that any of us sends regarding Harmony are public records. It

matters not what the medium is that we send those records on. I cannot tell you how many clients have said to me that they sent it on their personal email and so it is not a public record or they sent it via text so it is not a public record. That could not be more wrong. Any email that we send dealing with Harmony business is a public record, whether it is on private emails, official Harmony emails, texts, or handwritten notes. It is irrelevant the medium upon which the record exists. That is important. This is why we advise you to keep your CDD emails separate from your personal emails, not because the personal emails about Harmony are not public record because they absolutely are, but because it can be a nightmare to go through your personal email account and pick out all the emails relating to Harmony business. In light of this request, I want to reiterate that there could be a time when we are going to have to get from you any and all emails regarding Harmony business so that we can fulfill this public records request. I thought this would be a good time to remind everyone that any communication that we all send regarding Harmony business is technically a public record, which we would be required to turn over. If it is a public record that we destroyed or did not turn over, there are serious consequences for that. Thanks to the manager, we responded to that public records request, we did it by the book citing all the relevant statutes, and we will keep everyone apprised as to what happens from here.

Mr. Farnsworth asked was the request for the email addresses or for the emails?

Mr. Qualls stated the request was for any email addresses for residents of Harmony CDD within the custody of Harmony CDD. That is verbatim from the request.

Mr. Farnsworth stated if I am understanding it right, if one of our addresses was sent to a resident, then what they requested is not only our email address but also the email address we sent an email to.

Mr. Moyer stated that is right.

Mr. Qualls stated that is correct. Because this District does not hire professional staff to go through and retain all these email addresses and store them in some spreadsheet, the only way I can think of to actually comply with this request, if the fee is paid per law to cover the costs that it would take, is to obtain every email within the retention period and turn over the whole email, which will include the email address. Then we would have to redact anything that would need to be redacted, such as social security numbers or bank account numbers.

Mr. Farnsworth stated that really gets messy.

Mr. Qualls stated yes, which is why I thought it would be a good time to remind everyone that communications we all send on Harmony business are public records, and we have a duty to maintain those. If they are requested, then we have a duty to provide those. At least the Legislature recognizes that there is a cost involved in that to the government, and the law is clear that the cost has to be paid before the custodian can go about compiling those records.

Mr. Berube stated the background of this is that certain individuals and/or entities are out on fishing expeditions trying to find governments that refuse to comply and to sue them for damages once there is a refusal. Is that the basis of what is going on?

Mr. Qualls stated we do not know who made this request. It simply comes from a gmail account called florida.cdd.survey@gmail.com. We do not know who is making the request or why they are making the request. Under the law, it is irrelevant. Separate and apart from this, just to amplify the warning I wanted to give, we have seen groups across the State, one being an organization of someone named Mr. Joel Chandler for Florida Open Government (FOG). If you look him up, you can see what is going on. There are organizations, lawyers, and law firms that specialize in suing governments for public records violations. Thankfully, your District manager is very well versed in the public records law. One example was a municipal police force that received a request from one of these outfits. They said they had a form to fill out and upon completion, they will provide the public records. That is as illegal as can be. They ended up settling from what I understand, and it was expensive for the government involved because that is not how you respond pursuant to Chapter 119, Florida Statutes. We responded by the book, but I am letting you know to further highlight the importance of maintaining these public records and understanding what a public record is so that we can all comply when we receive a request like this.

Mr. LeMenager stated what you are saying is that the requester does not have to reveal his or her identity.

Mr. Qualls stated they absolutely do not.

Mr. LeMenager stated perhaps at the next legislative session, you might bring that up as crazy.

Mr. Qualls stated it is crazy, and groups have brought it up. A bill was proposed this year to try to make what I consider to be minor changes. Right now, if a government does not provide the records pursuant to Chapter 119, Florida Statutes, attorneys' fees shall be awarded to the requester of those records. A judge has no discretion if the plaintiff can show that the government had the records and did not turn them over timely. Not only will there be damages but attorneys' fees are automatic. This bill simply tried to give the judge discretion as to whether or not he would award attorneys' fees. It died because the First Amendment Foundation worked hard to kill that legislation. Florida has a long, rich history of being an open government and a transparent government State. It does not matter the identity of the requester or the purpose of the request at all under the eyes of the law.

C. Field Manager

i. Facilities Maintenance (Parks, Pools, Boats, etc.)

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.

ii. Facilities Usage (Boats & Others)

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. Facebook Activities

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

iv. Consideration of Proposal from Chapco Fence for Replacement of All Chain Link Fences in the Dog Park

Mr. Berube stated the agenda package included two proposals for replacement of the dog park fences and gates.

Ms. Kassel stated I am not happy with either of them. I think we can get something in between these proposals at the entrances to the dog park, particularly the eastern entrance to the large dog park and both entrances to the small dog park. Their proposals were all or very little. They were to either replace all the fencing around the dog parks, or just the wire.

Mr. Berube stated I did not ask the question but I should have since Ms. Kassel did not know about this.

Ms. Kassel stated no. I had mentioned to Mr. van der Snel that they needed attention, but I was not privy to the discussion and had not seen the proposals until I looked at the agenda.

Mr. Farnsworth asked when you do something like this, why is there only one quote? Normally we get several to compare.

Mr. Berube stated because we have been around and around trying to get fences. Chapco is basically the only player in town that can handle this. We have done this before.

Mr. Farnsworth stated I find that strange. I am not saying it is wrong, just strange.

Ms. Kassel stated I used a fence company some time ago, but I am not sure if they are still around.

Mr. Berube stated I thought Ms. Kassel was involved in this. I suggest we table this so Ms. Kassel can discuss it with Mr. van der Snel, tell him what you want, and revise it if necessary.

Mr. Farnsworth stated Ms. Kassel uses both parks, so she would know where the defects are in the fences and gates.

Ms. Kassel stated we do not need a new fence all the way around.

Mr. Berube stated I did not think so. When I saw this item, I was sure that Ms. Kassel had some input.

v. Miscellaneous

Mr. Berube stated Mr. van der Snel is on a well-deserved vacation in Texas. The linear park is finally going to move forward at the end of this fiscal year. Ms. Kassel asked about the golf course ponds. About a year ago or so, we started discussing bringing pond maintenance in-house. We put that plan together slowly but surely. As part of that discussion, a number of golf course maintenance staff members decided that they wanted a different level of service than our previous contractor provided and that we were going to provide. He suggested that we separate out all the golf course ponds, so we moved forward with that. The bottom line is that we have the obligation to maintain the ponds whether they are on our property or not. We did not walk away from that obligation. They asked to be released, and we said yes. It took six months, but they finally found out that no one at Integrity or at the developer's office wants to bear the costs to perform maintenance of the golf course ponds. So it came back to us, which is fine. That is what we anticipated at the beginning when they wanted a different level of service. Now it is

back to us. I had a meeting with Mr. Bob Glantz and Mr. Jason DeWildt who is the general manager here. Basically they are fine with the standards that we are putting in place for our ponds, which is to simply let them grow, handle the invasives, kill the duckweed, and have a four-foot buffer zone around the edges of the ponds. The golf course wants elimination of duckweed and no algae growing on the surface of the water, which is exactly where we are at. This works out well because we currently have two ponds infested with duckweed that is being transferred to our ponds from the pond that you noticed last year that was not maintained. Two golf course ponds are currently inflicted with duckweed that is feeding into our ponds. We can wipe out the duckweed quickly. You have seen what happens. The ponds get clean, rains and wildlife activity bring the duckweed back, and our ponds are infected again. As it turns out, this will probably work out well. We will get back to a congruous system and will be handling the golf course pond maintenance. Based on the fact that over the past six months, they have had no treatment and no one noticed, the ponds actually look better with no treatment for the most part.

Ms. Kassel stated I think a lot of that was because it was the fall and winter.

Mr. Berube stated I understand. The bottom line is that we will maintain all of them again. It should not be a manpower issue because of what we experienced in the past six months that was not questioned. As an extension of that, Ms. Jennifer Dwyer started earlier this month. The contract finally got all worked out. There were two meetings with the field staff. Mr. Wolfe has already gotten high marks from Ms. Dwyer as to his capability and dedication. Mr. van der Snel said the same thing about her. They seem to be getting along well. Her report was that we had some duckweed, a couple invasives specifically grapevine growing around a few ponds, and minor amounts of algae. From what I read, there was not too much to get excited about.

Mr. Wolfe stated a few ponds will be the focus. Other than that, the rest are maintaining themselves.

Mr. Berube stated we are in good shape. We have a new chemical supplier; we tagged onto a golf course supplier of herbicides and pesticides. They were getting a fairly good discount. Rather than going into the open market and trying to negotiate on our own, we got together with the golf course. The first batch of chemicals for duckweed treatment will arrive next week from what I understand. Ms. Dwyer is aware of the chemicals we

are using, and she is okay with our treatment plan. It is rolling ahead relatively quickly. Action one is to get rid of all the duckweed. That is a huge problem. When we get that under control, then everything else will come along.

Mr. Farnsworth stated that is a chemical treatment, not hand pulling.

Mr. Berube stated that is correct. Duckweed is little green spores. If you look at the entrance to the Estates, the ponds have a green sheen on it and you might think it is algae. They are actually bright green spores. They are individual, and they feed on the phosphorus and the nitrogen in the water. The reason they call it duckweed is because when a duck lands in the pond, it gets on the duck. When the duck goes to your clean pond, the spores get into that pond. Alligators bring it, turtles bring it, any wildlife or anyone who goes in the ponds transfers it, including boats. We had an issue the other day with a water fountain maintenance person who put his boat in the ponds and then put it into other ponds without washing off the boat. Our pond maintenance program has been working out well. Ms. Dwyer has proven to be a valuable asset, and she is on board with our plan.

Mr. Walls stated it sounds like you made it clear that the golf course ponds will not be getting any different treatment than any of the other ponds.

Mr. Berube stated that is correct.

Mr. Walls stated we treat them for stormwater function, and that is how we will treat those ponds, as well.

Mr. Berube stated yes, and I made that clear. They wanted a different level of treatment, which is why they wanted to separate them from our maintenance, which is fine. Now, they found out what it is going to cost, and they did not like that. Integrity said no, so they sent it to the developer, who also did not want that and was fine with the way the CDD ponds look. We were very clear that we are going to maintain them all to the same standard, and they are fine with it. The only difference will be that we are cutting our own buffers, and they will cut theirs. Neighborhoods I and O are coming on board. There was a request for me to walk through neighborhood I because they want to turn over the landscape maintenance to us. I did that the other night. It is not ready to come to us yet, largely because the banks of the ponds are caving in. The sod has not taken. There are many areas of washed-out sod along the pond. When they install the sod, it is in squares, and many of them are washing downhill because it is being washed out. Mr.

Glantz, Mr. Joe Trammel, and I went out there this morning. They will make repairs and stabilize the banks. The neighborhood I maintenance responsibility will not be coming to us for a couple months. Neighborhood O is still rough, and we will not have any consideration of that until next year. Last month, Mr. LeMenager was pretty adamant that we not accept the O plat until we got the park situation squared away.

Mr. LeMenager stated we have our two parks.

Mr. Berube stated we got more than we expected.

Mr. LeMenager stated yes. I was happy with one and was very pleased to get two.

Mr. Berube stated there was a request for me to accept and sign the O plat. As far as I remember, the only hang-up was to make sure we got the parks.

Ms. Kassel stated we got a picture of the two parks, but I have not seen the plat.

Mr. LeMenager stated we have not seen the plat. We have seen a brief mockup but nothing with lots drawn out or anything like that. All we saw was what I suggested they provide, which was a drawing with two parks at the top.

Mr. Walls stated I believe they said they were going to email it.

Mr. LeMenager stated I have not seen the plat.

Mr. Berube stated when Ms. Sambuca was here last month, she showed us a map that was pretty much the plat. It was not very detailed, but that was pretty much it.

Mr. Walls stated it was just a drawing.

Mr. Berube stated if you want more, then we will just hold it.

Mr. LeMenager stated we just want to see the plat. I do not think we will have a problem, but we have not actually seen it.

Mr. Berube stated I am not sure it is ready to sign. Mr. Glantz just asked me to make sure that everyone was okay with what they did, specifically with the parks because that seemed to be the holdup. I will tell them we want to see the plat next month or sometime before the next meeting.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for April 30, 2016

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 through the end of April, we are 97% collected on our non-ad valorem assessments, which is a good thing. Whatever has not been paid will go through the tax certificate process. We usually get all of our money through that process. Overall, we are \$130,000 under budget at this point. That is comprised in large part by a budget category that we had for roads and alleys that we have not spent any money from yet. We are in good shape.

B. Invoice Approval #193, 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.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to invoice approval #193, check register, and debit invoices, as presented.

C. Report on Number of Registered Voters – 1,101

Mr. Moyer stated this is an informational item. It really means nothing in terms of where we are in our life cycle, but I need to enter into the public record the number of registered voters, which is 1,101 registered voters. That is only relevant when a District reaches six years of age and we monitor when we have more than 250 registered voters. That triggers a conversion from landownership elections to registered voters/qualified elector voter elections. We have been there for some time, which is why this does not have a lot of relevance because we already crossed the threshold.

Mr. LeMenager stated it is nice to know the number is over 1,000.

D. Distribution of the Proposed Budget for Fiscal Year 2017 and Consideration of Resolution 2016-03 Approving the Budget and Setting a Public Hearing

Mr. Moyer read Resolution 2016-03 into the record by title.

Mr. Moyer stated the Board is familiar with this process. We authored a budget very similar in format to what we are currently operating under. There has not been much change even in terms of dollar amounts for the various line items. I am asking the Board tonight to approve the budget pursuant to a resolution and then set a public hearing. What was in the agenda package was for a hearing date at the end of August. I will recommend that we move that up to July 28. If something comes before this Board or if the Board desires to consider the assessment methodology, if we change any of that assessment methodology and increase anyone's assessments, then we have to send out written

notices to anyone who would be affected by that change. In order to do that and still certify the budget and the assessment to the property appraiser before the end of August, we would need time between July and August to do that. This gives us a little flexibility. We still make the date for providing the budget to the County for their review 60 days before we adopt the budget. The resolution approves the proposed budget and sets the public hearing. The resolution does not adopt the budget. You will adopt the budget after you have the public hearing.

Mr. Berube stated historically, we have held a workshop to review the budget line by line. This budget is remarkably close to where it needs to be with two exceptions.

Ms. Kassel stated I found more.

Mr. Berube stated there may be others than the ones I noticed. It is a zero increase. Over the years, we figured out a trend where we are able to match spending to the budgeted amounts. The zero percent increase works, and there is enough room where we will not be strapped for money from what I can tell. The one thing that is missing is that neighborhoods I and O will be coming on board during this budget year. I did not notice any consideration in the budget, but I am anticipating we will need \$25,000 for those two neighborhoods if they match roughly what the last two neighborhoods cost. We do not know what that will be, but we have to count on it. I think \$25,000 is sufficient. We will need to make minor changes elsewhere for some small adjustments. That \$25,000 can easily come from the road and alley category that Mr. Moyer mentioned because this year, we have not done anything with the alleys. We mentioned earlier potentially getting the County to come in and do some paving. It would only make good sense if the County is going to come in and pave roads that intersect with alleys to have our alley work done at the same time the County is here. I am suggesting that one major change is to take \$25,000 from somewhere to fund the necessary landscape maintenance for neighborhoods I and O. That amount is already within the roads and alley line item, and I am suggesting we take \$25,000 from that line item and move it over.

Mr. LeMenager asked is that not the purpose of having a workshop and discussing what we want to have in the budget? We have yet to ask our residents if they have any special projects they wish for us to consider. We say that to people throughout the course of the year. I am sure we have said it a few times in the past six to eight months that we will look at it at budget time. That is why we have our workshop and go over that.

Mr. Berube stated I was not saying that is the only change to be made. It is the only one that stands out as significant that was not caught in the budget.

Mr. LeMenager stated we can discuss that at the workshop.

Mr. Berube stated it is a requirement that we are going to take on.

Mr. LeMenager stated I am not sure why we are discussing details at this point.

Mr. Berube stated we can have a short discussion now or hold a workshop or whatever you want to do.

Mr. LeMenager stated I am not sure why we would change what has been done for the past six or seven years.

Mr. Farnsworth stated that is what I was wondering in the wording of what is going on. Are we actually being asked to accept this budget as it is without any review?

Mr. LeMenager stated yes, we are.

Mr. Farnsworth stated that does not make any sense.

Mr. LeMenager stated yes and no. This is absolutely the same process Ms. Kassel and I have gone through for eight years. We approve this budget, and then we basically tear it apart and put it back together.

Mr. Farnsworth stated this is a tentative budget.

Mr. LeMenager stated yes. This gets the process started.

Mr. Moyer stated that is correct.

Mr. Berube stated it is the first pass.

Mr. LeMenager stated it is a pro forma.

Mr. Berube stated we are accepting these numbers subject to modification. The second part of this is to set a public hearing date for July 28.

Ms. Kassel asked in the motion to approve the resolution, do we need to indicate that the resolution needs to be modified for the July 28 from the existing August date?

Mr. Qualls stated yes.

<p>On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to Resolution 2016-03 approving the proposed budget for fiscal year 2017 as amended to set a public hearing for July 28, 2016, at 6:00 p.m.</p>
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Mr. LeMenager asked shall we set a date for our workshop?

Mr. Moyer stated last year, we had it the day before the regular meeting.

Mr. LeMenager stated we need to determine a date so it can be advertised.

Mr. Farnsworth stated on agenda page 121 in the narrative that cites the expenditures for legal expenses, the name should now be Young, vanAssenderp & Qualls.

Mr. Qualls stated that is correct.

Mr. Berube stated a number of things in the narrative should be cleaned up. I made some notes when I reviewed it that I will send to Mr. Moyer. I presume Mr. Moyer writes the narrative.

Mr. Moyer stated the accounting staff puts the budget together, and then I review it. I usually concentrate more on the numbers than on the narrative. If you have any changes, let me know.

Mr. Berube stated it shows Spies as our chemical supplier and a number of other changes we have made. Our next meeting is June 30 at 6:00 p.m. Do we want to hold the workshop on June 30 at 4:00 p.m.?

The Board members gave consensus to hold the budget workshop on June 30, 2016, at 4:00 p.m. at this location.

E. Consideration of Facility Usage Application from Champions Grill for a Summer Pool Party

Mr. Moyer stated if the Board does not have any issues or exceptions to the use applications, then we will process them in the normal course.

Mr. Berube stated I would not normally have a problem with this. I had a conversation with Ms. Jennifer Abrahamson already. In the past, they have had pool parties with a disc jockey who typically puts a chair in front of the gate to hold it open, so everyone is in and out all the time. Those pool parties were going on month after month, and word quickly spread around 20 square miles that Harmony had a pool party on Sunday afternoon and everyone could come. Some residents commented that everyone else is coming to their pool party. They were not selling anything at that point, but this time, they want to have a pool party with a disc jockey, they want to have a grill, and they want to sell hamburgers and hot dogs and drinks within the pool enclosure.

Mr. LeMenager asked will they be selling alcohol?

Mr. Berube stated no, soft drinks.

Ms. Kassel stated no glass is permitted in the pool area.

Mr. Berube stated I understand. The question is, selling of items inside or on CDD property I do not believe has ever been sanctioned before. Maybe we have, and maybe we have not, but it adds a new wrinkle.

Mr. Farnsworth stated I do not think we have done it before; it was always on developer property.

Mr. Walls stated that is correct. Something like this makes me pause because it is a for-profit company using the CDD's and residents' facilities to make a profit, presumably. I would be more comfortable with this if the HROA was sponsoring the event and Champions Grill is brought in as the vendor by the HROA to provide food or whatever the case might be. I am not comfortable in having Champions Grill be directly responsible for the event.

Ms. Kassel stated if we did it for Champions Grill, then we would have to do it for everyone.

Mr. Walls stated yes. It opens the gates for anyone to come use the facility and sell their food and whatever else.

Mr. Berube stated we had that brief discussion with the chair for the social committee today who was at the pool. She had heard about this and wondered why Ms. Abrahamson had not gone to the social committee for this event.

Ms. Kassel stated the social committee does not have the budget for this.

Mr. Berube stated I understand.

Mr. LeMenager stated if Champions Grill is paying for it, then it does not matter.

Ms. Kassel stated but they want to sell their food items.

Mr. Berube asked if the social committee sponsored this pool party and Champions Grill was going to sell items at the pool party under the social committee's sponsorship, are we okay with that?

Mr. LeMenager stated we have that question in the next use application. They want to sell some refreshments there, as well.

Mr. Walls stated I am more comfortable with that because it is controlled by the HROA, which is made up of residents on the social committee making this request. We still have the ability to approve it or not approve it based on what they bring to us, but we do not have a lot of control over outside companies coming in and putting on events.

Ms. Kassel stated the HROA has a very limited budget, so they are going to need to do things on a continual basis where residents will have to pay for things on their own at social committee events because they just do not have the budget to provide that for people.

Mr. Berube stated specifically for food.

Ms. Kassel stated yes. The idea of residents paying on a per-person basis on a pre-reserved basis, I do not know if that is something they want to do. Perhaps it has been done, and I do not know if the revised, newly populated social committee wants to do that or not. I understand Mr. Walls's concerns. I have similar qualms. I do not know what the answer is. As we grow, we are going to have more of these requests by businesses to conduct some kind of business on CDD property. We have had similar things happen where residents had to pay for things on CDD property that were not social committee events. This is another step beyond that. I would like to hear comments from Mr. Farnsworth and Mr. LeMenager.

Mr. LeMenager stated obviously if we let Champions Grill do it, then we make money because they have to pay a fee. If we do it under the auspices of the HROA, we have a policy not to charge them to use our facilities. What is the fee to use the pool for the time they want it?

Mr. Berube stated probably \$250.

Mr. Walls stated I am not interested in making money. That is not the point. The fee is to cover costs for maintaining the facility, not to make a profit. I do not think that is how we set it up. I have no problem with the HROA holding a pool party and having a vendor there to sell food to people who want it, as long as they are sanctioning that event and asking us for permission to do so.

Mr. LeMenager stated I do not have a problem with that, either.

Mr. Berube stated Champions Grill has the ability to provide food, which has been a big hang-up for social committee functions in the past. It is very expensive.

Ms. Kassel stated yes.

Mr. Berube stated they are aware of that, which is why the quell was put on providing food. We will see more food truck events and events like this. What is going on is, the social committee is getting more involved with Ms. Abrahamson on a lot of *quid pro quo*

types of things: we need this from them, and they need that from us. I see this blending into that.

Ms. Kassel asked what is the date of the event?

Mr. Berube stated June 11.

Ms. Kassel stated that is only two weeks away.

Mr. Berube stated I think the social committee will approve this if we approve it subject to the social committee being the sponsor. If we are comfortable with having the social committee sponsor this, then we can let it go to see what happens.

Mr. Walls stated these kinds of requests need to come from the social committee.

A Resident stated typically when a vendor is involved, they have to get bids and other things. It is not just as simple as it might sound.

Mr. Walls stated that is up to them.

Mr. LeMenager stated that is their decision.

A Resident stated I wonder why the CDD is saying what the social committee is going to take on or not.

Mr. LeMenager stated that is not what we are saying. What we are saying is, if a request is coming from a commercial company like Champions Grill, we are not very comfortable with it. We are simply trying to give Champions Grill a solution so that they can still have the pool party.

Mr. Walls stated it is at the discretion of the HROA if they want to do it or not. We are not going to accept the request unless it comes from them. They can decide if they want to do it.

A Resident stated the request as submitted to you right now is from Champions Grill.

Ms. Kassel stated that is correct. We are saying we are not going to approve it and are going to push it to the social committee to see if they want to sponsor it.

The Resident stated this event will happen before your next meeting.

Ms. Kassel stated we can say if the social committee does submit the request, we will approve it.

Mr. LeMenager stated Mr. Moyer has the ability to approve these.

Mr. Berube stated this is based on a conversation I had today, knowing this was coming up at the meeting. The social committee chair was at the pool with me today, in the interest of full disclosure, and she wondered what was going to happen. I told her that

I did not know yet because the Board has to discuss it. She knew about it because Ms. Abrahamson had already talked with her. Other things are happening in the background that affect this. I believe that, based on conversations I had, the social committee will pick this up because they thought it was a good idea to have the party. Timing is an issue here, but if they agree to sponsor the event, it can just be a day or two before the approval is issued by Mr. Moyer.

Mr. Bill Fife stated a week or two ago, the Harmony Community Church had a fun fest, rented the facility, and had someone selling lunch. That was not sponsored by the social committee, but it is very similar to what is being discussed with Champions Grill.

Mr. Berube stated I am not sure that, as part of the application for their fun day, we knew there was going to be the sale of items as part of that. I do not believe that was disclosed.

Mr. Walls stated we had no idea.

Mr. LeMenager stated it was not mentioned.

Mr. Fife stated to the church, it is illogical that they would not be able to sell food. They did not make any money off it, but they were just providing the food.

Mr. Walls stated we will definitely address that next time. I had no idea they were going to do that.

Mr. Berube stated it comes down to the disclosure. The application in front of us is clear that they want to sell food. It is not a pool party where they are going to give away hamburgers and hot dogs. I talked with Ms. Abrahamson that she needed to be clear in this application if they are going to sell something. That is the impetus. Our biggest problem as we have gone along over time is, we will do something without thinking ahead that will set a precedent, and then three months later, another very similar thing comes up and people point to that precedent. It is close but different. We are hesitant and we try to discuss all the aspects. We will deny this use application as presented and suggest if the social committee wants to sponsor this event and be the applicant, then we will give Mr. Moyer the authority to approve it so the timeframe can be adhered to under the social committee auspices.

Mr. LeMenager stated to be clear, I am happy either way, but it sounds like the will of the Board is for the social committee to be the sponsor. I am fine with that.

Ms. Kassel stated I am fine with that.

F. Consideration of Facility Usage Application from the Harmony Social Committee for the Food Truck Event

Mr. Berube stated I am not sure why this came to us because when you read the map, they want to have a food truck event in Town Square. The food trucks are generally going to be on the streets. They are looking for other businesses, specifically the other restaurants, and any Harmony resident business. They will be putting cables on the Harmony sidewalks, which is a close call. They have already talked with the developer and want to shut off an area to the side of the market for the food trucks to line up. This is the same night that the Harmony church has a movie night, which is the attraction: people will be there for movie night and can visit the food trucks and any other restaurant that is out here selling food.

Ms. Kassel stated those other ones are for residents who have businesses to pay a very nominal fee, about \$20, to have a table so that they can talk about their business with residents.

Mr. Berube stated that is right. Our piece of this is that some of these cables might be on our sidewalks or landscaping. That is the application from the social committee. I did not see any problems with it. The developer has already given approval.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the facility usage application from the Harmony Social Committee for the food truck event.

A Resident stated since these are County roads, do they need a County permit to be able to park a food truck on the County road? Is it not also a County sidewalk?

Mr. Berube stated the sidewalks are the District's.

The Resident stated but the roads are the County's. If a County official came out and saw the event, would they shut it down for not having a permit?

Mr. LeMenager stated that is not our issue. If they need permits from the County, they have to go to the County. I do not know that any of us would actually know.

Mr. Berube stated no, we would not. They are generally wanting to go into the area that is not a County road. There is a little area that runs perpendicular to the Town Square buildings as it enters into the parking lot. They are going to line the trucks somewhere in that area. It all depends on how many trucks they get. Again, what the County wants to do is not part of our rule setting or approval process.

G. Consideration of Facility Usage Application from the Harmony Social Committee for the Bubble Soccer Family Event

Mr. Berube stated bubble soccer was already approved for a previous date. It was going to rain and did not, but they moved the date.

Mr. LeMenager stated please remind them that the parks close one-half hour before sunset, and they may not bring stadium lights and turn them on after dark.

Mr. Berube stated the end time for this application is 6:30 p.m., which is well before sunset. I think the last time they did it was in the fall, which was affected by daylight savings time.

Mr. LeMenager stated I do not remember but I wondered what was going on. It was incredibly enjoyable while it was going on, but it was dark.

The use application from the social committee for bubble soccer family event previously presented and approved was approved with the revised date.
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EIGHTH ORDER OF BUSINESS

Topical Subject Discussion

A. Discussion of Chairman's Comments on Facebook

Mr. LeMenager stated we had a meeting, at which time three of us made it very clear that we thought it was inappropriate for Mr. Berube to basically veto the actions of this Board. You said you would not do it again, and an hour later, you get on Facebook and say that you will break policy every time. That is not what we are looking for in a Chairman. I do not think it is at all appropriate. You talk about it being a policy. I do not think it is being a policy. I wonder if it is actually the law.

Ms. Kassel asked does Mr. LeMenager have some suggestions as to what needs to happen?

Mr. LeMenager stated no, I just wanted to discuss this. I think three of us were pretty clear. I am not talking about how we ended up voting because I voted the other way anyway, which I thought we were going to end up doing. That was not the point. The point is that the Chairman does not have the right to override a vote of this body. I would also like to point out to Mr. Moyer and Mr. Qualls that they very clearly saw what the vote of this Board was, and they really should not be taking direction from the Chairman that is contrary to the vote. I think both Mr. Moyer and Mr. Qualls should understand when the Chairman does something that he does not have the authority to do, maybe you should not follow what he is asking you to do.

Mr. Berube stated let us go back to the beginning, and I will come back to that comment. I did not stop or change what the Board directed. I just slowed it down a little bit to bring it forward for your consideration. I know that that is a fine line. As it turned out, we reconsidered what we did, and everyone voted in agreement. But that is not the point.

Mr. LeMenager stated no, it was not unanimous. Mr. Farnsworth did not vote in favor of the motion.

Mr. Berube stated most Supervisors voted in favor of it. The bottom line is, with OUC, I could have asked them to slow down or stop the process and just say that it is moving ahead slowly but they did not get anywhere with OUC yet. I am pretty confident that they would have gone along with that, because that is what has happened in the past.

Ms. Kassel stated I do not want to belabor this, because Mr. Berube explained this last month.

Mr. Berube stated no, I did not.

Ms. Kassel stated yes, you did. This is really the point that Mr. LeMenager is bringing forward, that you indicated you did this last month and said you were sorry and will not do it again.

Mr. Berube stated no, that is not what I said, and I am coming back to that. The point is, that could have all occurred in the background, and nothing would have happened. I would have come to the Board and said nothing happened. I think Mr. Moyer and Mr. Qualls would have gone along with that. I am pretty confident of that because that is how things work in government. Instead of working like a government, I decided to tell you the truth about what I did and why. I was chastised for it, and I understand. Yes, I apologized when I realized it. What it says there does not mean that I said I would do it again going forward. I just revised or put on paper what I thought at the moment. It was an explanation of how we got there. Not only did I admit to the Board what I had done, but I put it on Facebook and told all the residents what I did. If you want to talk about transparency and truth, I told the truth. I could have hidden it, but I did not.

Ms. Kassel stated that is not the issue. That is not the point I was making.

Mr. Berube stated what it says there is a reflection of how I felt at that moment. I think that was a reply to a resident's concern.

Mr. LeMenager stated no, that was actually your report on the meeting.

Mr. Berube stated it was a secondary thing. It is not intended to reflect that it is my feeling going forward. It was the moment, my expectation, and my realization of what we discussed. I said I would not do it again. You can take that for what it is worth or not.

Mr. LeMenager stated no problem, but take more care when you write things on Facebook.

Mr. Berube stated I know you feel that I probably singled you out.

Mr. LeMenager stated no.

Ms. Kassel stated you said that when it comes to breaking protocol versus saving the taxpayers a significant amount of money, you will break the policy every time.

Mr. Berube stated that is exactly what I did. I did not say that I was going to do it next week. I get it.

Mr. LeMenager stated this is not about hurt feelings. To me, it is about rule of law. We have a governmental body. That body made a decision, and the law has no provision for the Chairman to have the right to derail what that governmental body has decided.

Mr. Berube stated we can belabor this forever. I did not veto it; I slowed it down a little. That is not a reflection of what I think should happen going forward. You have to admit that it was a very unusual circumstance.

Mr. LeMenager stated I am not disagreeing.

Mr. Berube stated my point is that I am truthful with people. We deal with transparency every day. You heard that from Mr. Qualls earlier. I was transparent and explained what I did. Some people did not like it.

Mr. Farnsworth stated I guess the most troubling thing was that you could have said the same thing with different words. The wording that was there, unfortunately, comes across as being belligerent.

Mr. Berube stated or arrogant.

Mr. Farnsworth stated I was not going to go that far. In just a different choice of words, you could have said the same thing.

Mr. Berube stated I understand. What was written is not a reflection of my feelings for the future. It will not happen again.

Mr. David Leeman stated we have heard that before. You changed the motion on the kayaks, and you said you would never do it again. You said you would never do it again once before, and you are saying it again. We will keep that in mind.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Kassel stated I should have raised this during the engineer's report, but we have not done anything with alleys this year. Do we need any attention to alleys this year before we spend more from the budget? This is not necessarily a question to be answered right now. It is just to ask if we need to attend to alleys. Is this something we have had our eye on? Should we look at the alleys and see if we need to do something? Or you can tell me that you have looked at them, and we are good for now.

Mr. Boyd stated I have not really looked at the alleys to see if they are due for anything. When we started, we anticipated that we would go through neighborhood by neighborhood. I will be happy to review those during the times that I am normally down here.

Mr. LeMenager asked was it Mr. Berube's idea that when the County comes to pave the roads that we should also do the alleys?

Mr. Berube stated yes.

Ms. Kassel stated but the alleys are our property.

Mr. Berube stated I understand that.

Mr. LeMenager stated if Jr. Davis comes in to do the roads, we might be able to get a good deal on the alleys.

Mr. Berube stated Jr. Davis will not be doing the alleys.

Mr. Boyd stated the County will not be coming here to do repaving any time soon.

Ms. Kassel stated we might get potholes patched.

Mr. Walls stated you are talking a big dollar amount. Even if they came in and did that, we are updated on all of our alleys. We need to look at what we can do and where we need help.

Ms. Kassel stated I am just asking if we have been paying attention to this and to make sure we pay attention to it before it becomes a big issue.

A Resident asked as we are paying attention to it, can we look at other options besides blacktop pavement? That is what was used when the other alleys were redone.

Mr. Boyd stated the asphalt paving is really the best solution because it is flexible. Concrete will generate cracks and is much more expensive pavement. It also settles unevenly.

The Resident stated the same things happen with blacktop, too. It gets crumbly.

Mr. LeMenager stated blacktop is all we have now. It just turns gray over time. It all started out black.

Mr. Berube stated to do it in concrete would be exponentially more expensive because all of the under layer, and we would have to prepare it with different materials.

Ms. Kassel asked are any of our alleys anything other than pavement?

Mr. Berube stated no.

Mr. Boyd stated no, they are all asphalt.

Mr. Walls stated you are not going to find many roads in Florida that are not asphalt.

Ms. Kassel stated they look different because of the weathering.

Mr. Berube stated some are gray, and some are very black.

The Resident stated some were done within the last year.

Mr. Berube stated yes, and they were blacktop asphalt.

Ms. Kassel stated it is all the same material, but it just looks different.

Mr. LeMenager stated wait a couple years and it will be gray.

Mr. Berube stated I looked at the alleys. Some are worse than others. Obviously, the oldest ones are the worst. Sadly, the newest ones in the Green neighborhood have the most ponding on them. One location in the Green neighborhood has a depression that we discussed a year or so ago that has not changed a lot. We suspect there was a water leak under there or something. It depends on what you want to fix.

Ms. Kassel stated I am just requesting that we look at what may need attention, and bring it to a meeting to discuss.

Mr. Berube stated he wants some direction of what has to be fixed, if it is ponding or the cracks.

Mr. LeMenager stated no, Ms. Kassel just wants Mr. Boyd to look at the alleys and let us know if we need to do anything.

Ms. Kassel stated I want to know if anything looks like it needs attention.

Mr. Walls stated ultimately, we will have to repave all of them. We might as well start looking at that.

Ms. Kassel stated monies are in the budget. To Mr. LeMenager's point, if it is in the budget, then why are we not spending it if we need it.

Mr. Berube stated it comes to the question of need.

Ms. Kassel stated that is why I am asking Mr. Boyd to take a look.

Mr. Boyd stated I will look at all the alleys. At one point, we prepared a schedule. If we are going to do certain neighborhoods on a certain schedule, if you do not move forward with the schedule, then over time, you get behind.

Ms. Kassel stated regarding that schedule, it might be a good idea to revisit the refurbishment schedule because we have new assets that need to be added. We need to know what looks like it might be coming due so that we can include it in the budget.

Mr. LeMenager stated we will not have any new alleys.

Ms. Kassel stated I am not talking about just alleys; I am talking about all of our assets and all our infrastructure that the CDD is responsible for maintaining, as well as anything new that is coming along, for example, the park along the gas pipeline. There are a number of areas that are new or have come online since we last did the refurbishment schedule.

Mr. Berube stated keep in mind that it was a learning curve with the last alley we repaved. As Mr. Boyd presents his findings, the bigger the project, the easier it is to get a quality contractor and also to get a better price based on the size of the contract. The problem the last time was that it was a fairly small contract. We were limited with the number of people who bid on it. The scope of it limited our ability to get a good deal. Keep that in mind when you prepare the new schedule.

Mr. LeMenager stated maybe we ought to do them all at the same time.

Ms. Kassel stated my second item is regarding kiosk signs. I would like to request that the CDD invest in new signs in the informational kiosk. They are on CDD property throughout the community. There are 14 kiosks and 28 signs. I am proposing that we spend less than \$1,000 over the next couple years to replace these signs. They have lasted probably 10 years, so we would not have to do it again for another 10 years.

Mr. Berube stated the informational signs.

Mr. Farnsworth stated I drove past the linear park and around the Green neighborhood. At least one of those signs that was shown on Facebook is missing in that neighborhood or was bleached out.

Ms. Kassel stated that is my point. These signs wear out. Each sign costs about \$60.

Mr. Farnsworth asked where are all those signs located?

Ms. Kassel stated there are a total of 28 digital signs. We have probably 20+ but not all 28. Ms. Rachel Garwood has the signs because she and some other residents are on a

schedule to change out those signs twice a year. Every six months, those signs are changed out. There are 28 signs with 14 kiosks. In one year, all of those signs are used. Fourteen of these laminated signs go into the kiosks. Each kiosk gets two signs during the year that go into the kiosk. It is a laminated sign that sits inside the glass case in the kiosk.

Mr. Farnsworth stated so the laminated sign gets changed every six months.

Mr. Berube stated yes.

Mr. Farnsworth asked what is the reason for the change?

Ms. Kassel stated we want residents to be more informed. We have 28 signs that were developed by Mr. Mark Hostetler of the University of Florida.

Mr. Berube stated the kiosks were placed on CDD property by the developer at their cost. Initially, they were paying for the maintenance and updates for all these signs. The developer has said they are not doing that anymore.

Mr. Farnsworth asked who is moving the content around?

Mr. Berube stated Ms. Garwood is.

Ms. Kassel stated they are volunteers.

Mr. Berube stated Ms. Garwood took on this request. We have 28 various posters of different topical content about the birds, the docks, the ponds, and other topics in the nature series. They go into 14 of these kiosks, and twice a year, they get flipped. The problem is that there are no more laminated posters to go in the kiosks. Someone has to spend some money to provide a new supply of posters. Ms. Kassel is suggesting 14 posters be purchased at \$60 each.

Mr. LeMenager stated I do not think that is what she is talking about.

Ms. Kassel stated yes, it is.

Mr. LeMenager stated it is not something that changes every time.

Ms. Kassel stated it is an insert.

Mr. LeMenager stated we are not talking about the permanent sign.

Ms. Kassel stated you are talking about the square signs on the posts.

Mr. LeMenager stated yes.

Ms. Kassel stated we also need to address those, as well.

Mr. Berube asked do you mean the trail posts?

Ms. Kassel stated no, Mr. LeMenager is talking about signs like the one on Cat Brier about butterflies and hackberry trees.

Mr. LeMenager stated or like the sign as you drive into town.

Mr. Berube stated to clarify, the signs we are talking about are the black angle-iron signs with two legs and a 45-degree table with a clear Plexiglas cover over the picture. Those pictures are changeable. You slide it out and slide in a new one. Ms. Kassel is suggesting is that this Board provide funding to replace up to 28 of those at \$60 over two years. The first year expense will be about \$850, and the second year expense will be about \$850.

Mr. Farnsworth stated I need to go back to my original question. Where exactly are those located?

Ms. Kassel stated they are all over the community. Some are at Lakeshore Park, and some are at the end of Butterfly Drive. Some are in the dog parks and the fishing platforms.

Mr. LeMenager stated I have lived here eight years, and I never realized they were changeable.

Mr. Berube stated the bottom line that it comes down to is, who wants to fund this. The developer will not. The HROA might be able to. I think the nature and animal committee is better able to do it, but they have to go through the budget process. Technically, we have to go through the budget process, also.

Mr. LeMenager stated they are on our property.

Mr. Berube stated yes, but they are not ours, *per se*.

Ms. Kassel stated yes, they are ours. They have been transferred to us. That is why the developer will not pay for new signs.

Mr. LeMenager stated they are absolutely ours. It does not matter if there was a formal transfer or not. They are on our land, so we own it. The question is if we want to keep them or get rid of them.

<p>On MOTION by Ms. Kassel, seconded by Mr. Berube, with all in favor, unanimous approval was given to spend up to \$1,000 in the current fiscal year for up to 14 laminated signs for the kiosks, as discussed.</p>
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Mr. Berube asked will Ms. Kassel handle the mechanics of this?

Ms. Kassel stated yes.

Mr. Berube stated there are two ways of getting bills paid.

Ms. Kassel asked can I go through Mr. van der Snel?

Mr. Berube stated yes, his card is the easiest way. Is there a problem with that?

Mr. Moyer stated no.

Mr. Berube stated the only hassle is the tax situation.

Ms. Kassel stated I will contact Mr. Hostetler and work it out with him.

Mr. Berube stated if he is willing to send a bill to the CDD, you know the routine.

Ms. Kassel stated he does not make them; he has a sign vendor who prints the signs. Perhaps they can do it tax free. I will ask.

Mr. Berube stated Mr. van der Snel has the ability to pay for that. Do whatever is easier for you.

Ms. Kassel stated I think that is the best way to do it.

Mr. Berube asked did we agree to do this on an annual basis? Or is this a one-time purchase?

Mr. LeMenager stated it is a one-time purchase.

Ms. Kassel stated when we discuss the budget for fiscal year 2017, I will bring it up to do the next 14 signs. My last item is, we have a construction budget that we have to spend within the next year. We will have about \$17,000. I do not know how much it will cost to put in a sidewalk from Lakeshore Park where it ends at the pond down to Tangerine Trail at the backside of Cherry Hill, or neighborhood F. Many people from all over the community use that park, and it would make an easy trail from Lakeshore Park to the western side of neighborhood F so that they can connect with the trails.

Mr. Berube stated you want to connect with the bend portion where it goes around the water, effectively what a resident raised a month or two ago, in the area that is ahead of the green space to run parallel with the green space, make a turn, and then go toward the Dark Sky curve.

Ms. Kassel stated where the sidewalk trail ends, I would like to extend it to fill in the gap between the backside of neighborhood F over to Tangerine Trail. We would have to work out exactly where but essentially from the western end of Long Pond over to Tangerine Trail.

Mr. Walls stated the first concern I see is that it is right behind people's houses.

Mr. Berube stated it is our land.

Mr. Walls stated I understand it is our land.

A Resident stated it is not next to their house. You go around the pond that is back there.

Mr. Berube asked Mr. Boyd, is that a permitted area with South Florida Water Management District (SFWMD)?

Mr. Boyd stated the yellow area is not. That is part of your lakefront park.

Ms. Kassel stated in other words, we do not have to get permission from SFWMD for this sidewalk.

Mr. Berube stated Ms. Kassel also realizes that the sidewalk that is going in along Butterfly will come across and tie into the leg that is already connected to the loop.

Mr. Boyd stated it will be tighter than the sidewalks that go along the street.

Mr. Berube stated the idea was to tie to the new linear park at the existing sidewalk. There is a sidewalk on another side, so the idea is for it to curve across the pipeline and meet the existing sidewalk.

Ms. Kassel stated I understand that, but here is my thinking on this. Over time, the developer has removed more and more of our natural area trails. They just removed the whole area that went from Jug Creek Trail all the way up to Cat Lake. That was all a very natural trail, and it was not concrete, just a natural trail. So you are really in nature, not walking on a sidewalk in front of people's houses.

Mr. Berube stated the inverse of that is that you want to put in a concrete trail.

Ms. Kassel stated you will still have something people can walk on, but at least it is a more undeveloped area.

Mr. Berube stated I am in favor of it. We will look to Mr. Boyd for the length and other details.

Mr. LeMenager stated I would like to put forward a different idea. We have x amount of money left that we need to spend. I think we are much better off spending it on play equipment for neighborhoods H-1 and H-2.

Ms. Kassel asked where are we going to put it?

Mr. LeMenager stated I do not know; we will figure it out.

Mr. Berube stated we can find space.

Mr. LeMenager stated yes. I think we are much better off putting in play equipment for those neighborhoods.

Mr. Berube stated we may be able to accommodate both.

Mr. LeMenager stated we only have \$17,000. Ms. Kassel is talking about a sidewalk. How much did the new sidewalk cost that we are putting in at the linear park?

Mr. Berube stated \$34,000.

Mr. LeMenager stated Ms. Kassel is talking about more sidewalk than that.

Ms. Kassel stated no, I am not.

Mr. Berube stated she is talking about a simpler sidewalk. The overall length will be that long.

Mr. LeMenager stated it is a \$35,000 sidewalk.

Mr. Berube stated the sidewalk at the linear park was not \$34,000; that was the whole package plus trees. Mr. Boyd knows sidewalk costs. A sidewalk that is four feet wide and four inches deep costs about \$8 per running foot.

Ms. Kassel stated no, it is more like \$16.

Mr. Boyd stated the last time I provided an estimate, I got in trouble because the number change so much.

Mr. Berube asked was it \$16 per running foot?

Mr. LeMenager stated yes.

Mr. Berube asked for four-feet wide and not three-feet wide? It is 1,000 feet from where you want to go around the corner, so figure \$16,000 right off the top.

Mr. LeMenager stated I am still in favor of play equipment. For whatever reason, no allowance was made for that in these two neighborhoods. They are fairly far away from any other kind of play area or equipment.

Mr. Berube stated Mr. LeMenager mentioned earlier that we should talk about what the residents want in terms of budget negotiations. We have some money to spend.

Mr. LeMenager stated I think we need solutions for H-1 and H-2.

Mr. Berube stated I agree. These are two items for the budget. Mr. Boyd can measure the sidewalk, and Ms. Kassel has an idea of where it needs to go.

Mr. Boyd stated I will measure it out and estimate the cost based on the sidewalk we just installed.

Mr. LeMenager stated part of the problem is, the people who might object to that do not live there yet. Very few lakeview lots have been sold. Do you want that going behind your house?

A Resident stated I will say currently three homes are sold on that side: the gentleman who spoke last month, my mother, and myself. My mother is actually against it. I could go either way. I would want it to be very close to the tree line in front of the house as possible. I think it would behoove the Board to wait until more homes are sold to hear from a majority of the home owners.

Mr. LeMenager stated I am in agreement with Mr. Berube on that.

The Resident stated I like the idea of having the loop because you will have it going from the linear park around the tree line and back around to Butterfly Trail. I think that would be nice, but this is right in people's backyards.

Ms. Kassel stated it will be considerably farther than you can imagine.

Mr. LeMenager stated on the other hand, we know these residents want more play equipment for their kids.

Ms. Kassel stated that is why I would like Mr. Boyd to let us know where it would be feasible to put anything like that. My impression is that there really is no feasible area.

Mr. Boyd stated the only CDD tract we have in H-1 would be a little area close to the pond.

Ms. Kassel stated that is right by the entrance.

Mr. LeMenager stated we have already said no to that.

Mr. Boyd stated it is the same thing for H-2, with a little area by the entrance and some area around the pond.

Mr. Berube stated if kids were to come and play in H-1, it is pretty sparse. We do own some land that might require a little bit of leveling to get better play equipment than the swing set that is there. I agree with Mr. LeMenager that we are going to get a lot of requests, which we have already received. Mr. Boyd heard the request for the sidewalk, so we will look to him for a diagram along the tree line for shade. For the benefit of the audience, this does not mean we are going to do this. We are just going to consider it.

Mr. LeMenager stated the bottom line is, we learned our lesson, which is why I was a little mean to Mr. Glantz about the parks, which the developer provided for us.

Unfortunately, that is a done deal. So if we want parks for kids, we need to pay for it, and I am in favor of that.

Mr. Berube stated we will get resident input before we do anything that impacts the area behind your homes, but that does not mean we will agree with you.

Ms. Kassel stated sidewalk or no sidewalk, it is CDD property, and people are entitled to walk there.

Mr. LeMenager stated I would actually prefer a shell path like we have.

Ms. Kassel stated the problem with a shell path is that it is so difficult to maintain. I like the idea of a shell path because it is permeable and more natural. But the problem is that weeds grow through it rapidly.

Mr. Berube stated take a look at Dog Trot Trail. In another year with no maintenance, you will not be able to tell where that trail is.

Ms. Kassel stated that is another thing to add to the reserve schedule.

Mr. Boyd stated yes.

Mr. Berube stated it might just be a case of judicious use of Roundup to beat back those weeds.

Ms. Kassel stated I do not like the idea of Roundup on the trail, not in Harmony.

Mr. Berube stated we need to do something, but we will figure it out.

Ms. Kassel stated we can scrape it and then add more shell.

Mr. Berube stated yes.

Mr. Farnsworth asked is there a newer resident business directory?

Mr. LeMenager stated I do not think anyone has kept that up to date.

Ms. Kassel stated Mr. Fife did that, and then more recently a new directory was proposed where the businesses would pay to be included in the directory. I do not think that flew. The only other resident directory that exists at this point is a very marginal one that consists of people who have explicitly indicated their desire to be included.

Mr. Farnsworth stated that was my other question, a resident name directory.

Ms. Kassel stated as the welcome committee has been handing out mugs to existing residents and delivering mugs and welcome bags to new residents, we are asking them to sign for the mugs and are taking their contact information. We are asking if we can include their information in the directory that is housed at NextDoor.com. The reason it is not on Facebook is because many people on those pages are not residents of Harmony. In

order to join NextDoor, you have to be a verified resident and have to show that you reside on that lot. There is a file on NextDoor that needs updating now for people who agreed to be part of that list. Even though there is a tax record that anyone can access, what we felt more appropriate was people who have explicitly said they are willing to have their name, address, and/or email address, and/or phone number in this directory.

Mr. LeMenager stated I am the keeper of that. I have the name of every owner, but I also have a subset of people who agreed to be in the directory.

Mr. Berube asked how many people have agreed to be in the directory?

Mr. LeMenager stated I do not know off the top of my head.

Mr. Berube asked is it more like 200 or 400?

Mr. LeMenager stated all I have is the public records. I am happy to forward the Excel spreadsheet.

Mr. Berube stated I was just wondering how many agreed to be in the directory.

Ms. Kassel stated that is a good question. I am guessing it is maybe 200 households. It is marginal.

Mr. Berube stated so about one-quarter of the households.

Ms. Kassel stated not everyone has picked up a mug or wants a mug or has come to an event where they can sign up. We delivered a number of welcome mugs before we got the idea to have a postcard they fill out with whatever content they are willing to have in the directory. The other problem with the welcome committee delivering welcome bags is that the welcome committee only gets the addresses of homes that have been sold or leased through the multiple listing service (MLS).

Mr. LeMenager stated that is not quite accurate. I get all sales. I just do not get leases that are on MLS. Sales from builders of new construction, I get that information. It is probably a two- or three-month lag. It is all public record.

Ms. Kassel stated but we were not getting it. We started this process in April 2015, and it has only been the last four or five months that we have gotten that information.

Mr. LeMenager stated that is when I took over.

Mr. Berube stated maybe it is time to use your editorial space in a certain magazine to remind people that we have this resource.

Mr. LeMenager stated that is not a bad idea.

Mr. Berube stated then you can satisfy Mr. Farnworth's request for a residential directory.

Ms. Kassel stated we already have a residential directory.

Mr. Berube stated update the resident directory and maybe get a business directory.

Mr. Farnsworth stated I am talking about something more complete like a phone book that is not just 20% of the residents.

Ms. Kassel stated privacy issues make it such that people have to agree to be listed.

Mr. Farnsworth stated I understand. The resident business directory was the one that I thought warranted or would be advantageous to have something that is current. I do not know how to create it.

Mr. Walls stated I do not know that this has anything to do with the CDD.

Mr. Leeman stated this has been tried many times, and there is no interest in it from the people who have businesses.

Mr. Berube stated the resident directory itself seems to have a low interest rate.

Ms. Kassel stated the developer used to offer a list to residents of other residents with their names, addresses, and phone numbers. They stopped doing that by 2005 or 2006.

TENTH ORDER OF BUSINESS

Adjournment

The next workshop is scheduled for Thursday, June 30, 2016, at 4:00 p.m.

The next meeting is scheduled for Thursday, June 30, 2016, at 6:00 p.m.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, the meeting was adjourned at 8:30 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman