

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 28, 2017, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary
William Bokunic	Assistant Secretary (via telephone)

Also present were:

Chuck Walter	District Manager: Severn Trent Services
Kayla Scarfone	Attorney: Young & Qualls, P.A.
Steve Boyd	District Engineer
Gerhard van der Snel	Field Manager
Keith Campbell	Servello & Sons Landscaping
James Whitaker	Servello & Sons Landscaping
Residents and Members of the Public	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Tyler Hornak stated I am a Life Scout with Troop 441, and I am here to follow up with the Board on the potential for the Eagle Scout projects based in Harmony Parks for the little free library. I answered the questions you had from the last meeting. I was wondering if you had any further questions.

Supv. Berube responded I presume we all read your presentation. It came in earlier this week via email and it was detailed. If the Board agrees to go with this, I think you know it will be out in the open. It may be subject to vandalism. I presume there are going to be a series of procedures with the Boy Scouts. If it is vandalized, or becomes a safety hazard, we may not be able to wait for your Boy Scout troop to make repairs. You have to understand, CDD Field Services will use their best judgement in maintaining this

as a safe, community, aesthetically pleasing venue. The other thing is this will have to be deeded or donated to the CDD. And I presume this is okay with you?

Mr. Hornak responded yes, it is.

Supv. Berube stated this solves several background issues which I am sure counsel has thoroughly fed me words of wisdom on. The big deal is the CDD needs to own it, and we will use our best judgment as to how it is maintained. Does the Board have any other questions?

Supv. Kassel responded in your follow up there was no specific design for us to look at. Maybe we are just going back and forth at this point, like a specific design and location based on your research. Are you proposing the location?

Mr. Hornak responded the discussion would have to be between myself and the liaison we would appoint if you want to move forward. We can work on the design from this point. If I have to go elsewhere, I want to match the design.

Supv. Kassel stated I am happy to be the liaison if the Board so chooses.

Supv. Farnsworth asked will it be significantly different?

Mr. Hornak responded it can be.

Supv. Farnsworth stated I do not think we are trying to dictate anything. We are just asking.

Supv. Kassel perhaps we can work together and come back with a proposed design, rather than a possible design and suggested location.

Supv. Berube stated we are going to give general approval to move forward subject to you making sure everything meets our criteria.

Supv. Kassel stated Mr. Hornak, I am around until October 19, 2017, after which I will not be around for approximately 10 days. If we can work on this before the 19<sup>th</sup>, we can move it forward and I can send something to the CDD Board or Mr. Walter to present. Perhaps we can take action at the next meeting if possible. I probably will not be available after October 19<sup>th</sup>.

Mr. Walter stated Mr. Hornak, just so you are aware, the next meeting is October 26, 2017. The project would need to be ready to present by October 15, 2017, which may affect your schedule.

Mr. Hornak stated the Eagle Scout project and entire process has to be completed by my 18<sup>th</sup> birthday in April. This means it should be done by the end of the year to maintain my schedule. This is probably around the time I would like to have it completed. I have winter break to work on it.

Mr. Walter stated my point is, if you want to come back before the Board, have everything ready by the 15<sup>th</sup>.

Supv. Kassel stated preferably to have it included with the agenda package given to the Board.

Supv. Farnsworth stated do not press him too hard on this. If he works with you up until October 19<sup>th</sup>, I can fit something in later.

Supv. Berube stated I think we are all safe with Supv. Kassel's judgment. We will move forward and if it does not get handled until the next meeting, we will move the date. The good news is, I think the November meeting is a short-scheduled meeting.

Sup Kassel stated I have a question about the meeting. In the minutes, we only approved a move from December 28<sup>th</sup> to December 21<sup>st</sup>. I thought we also moved the November date from the 14<sup>th</sup> to the 30<sup>th</sup>. This was not reflected in the Minutes. This is a question I have address when we get to the minutes.

Supv. Berube stated you should do this as soon as you can, but do not rush to try and accommodate the meeting schedule, as it can go from month to month. What Mr. Hornak is proposing is called a neighborhood free library. It is basically a small box which is installed in populated areas which is what the photo was about. It is stocked with books brought in by people to borrow or donate. It is a neighborhood free library open to children and adults. It has become a nationwide phenomenon. There are not too many in the immediate area, but when I was in Alabama a few months ago, it was the first time I saw this. There were between 50 and 60 of these libraries in a 10-mile radius. When this comes together, we will be the second one in this area. The other one is about 50 miles away over on Taft by the airport. Maybe this is the leading edge of something. It is a good Eagle Scout project and may catch fire in other places.

Ms. Suzanne Crescioni Carlos stated I want to follow up on the fountain. Is the pond owned by the golf course or the developer?

Supv. Berube responded yes.

Supv. Kassel stated the pond is not owned by the developer. Are you talking about the pond on the golf course? The pond on the golf course is owned by the developer.

Supv. Berube stated the three ponds which run parallel on this side of 192 are owned by the developer. We maintain them.

Ms. Carlos asked are the ponds owned by the developer and the CDD maintains them?

Supv. Kassel responded no. The maintenance of the pond is the responsibility of the CDD, not the fountain.

Supv. Berube stated it is a developer fountain in a developer pond.

Ms. Carlos stated my conflict is I asked the developer three questions yesterday about the fountain. What is the price of the fountain? What is the price to maintain a fountain? Why was it not repaired? His comment to me is the CDD does not want to maintain it.

Supv. Berube stated that is correct.

Ms. Carlos asked why not?

Supv. Berube responded because it costs money.

Ms. Carlos asked did it cost money prior to being installed?

Supv. Berube responded we did not pay for it.

Ms. Carlos stated this is what I wanted to understand. My next question is I know you are in the process of cleaning up after the storm. My concern is students walking on the sidewalk where there are still two or three trees with branches that can hit a child. After school, the kids walk by and touch branches.

Supv. Berube stated we understand. I see Mr. van der Snel is taking notes. The landscapers are here tonight. We will make another pass-through.

Ms. Carlo stated I understand it is a big task, but there are one or two trees which have a few dead branches.

Supv. Berube stated we will look at it.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the  
August 31, 2017 Meeting**

Supv. Berube stated I am going to guess the other Supervisors read the minutes and I was taken back by the number of mistakes I ran across.

Supv. Kassel stated there is a new person doing the minutes. I sent about 18 corrections. The question is would you like to go through and approve via those suggested corrections to the minutes, or do we just approve them?

Supv. Berube stated my concern is I understand there is a new person, but, we do not pay Severn Trent to train people. We pay for a premium service each month. As Mr. Moyer once indicated, Severn Trent seems to be a factory for people. I understand mistakes here or there, but this month was way over the top. I do not know if you look at the minutes before they go into the packet. Most of the mistakes were obvious. The biggest deal was the swap with Mr. Qualls and Supv. Walls. One is a lawyer and one is a Supervisor. It changes the entire tone of the minutes. Once they get published, they are real. The corrections do not necessarily reflect what is already on paper. I think you understand what I am saying.

Supv. Kassel stated I have a question. Specifically, there was a vote on the tree proposal. It says in the minutes, Supv. Bokunic said nay. It was Supv. Walls who said nay. I am looking through to make sure there was nothing more substantive about who voted how. The other question was, were we moving the meeting date in November to the 30<sup>th</sup> in addition to the December meeting date? I guess it was on November 17<sup>th</sup>.

Supv. Berube stated I thought we moved both because of the holiday.

Supv. Kassel stated November 17<sup>th</sup> is a Friday.

Supv. Berube stated if we were going to move it, it would have to be November 16<sup>th</sup> this year to go ahead of Thanksgiving.

Supv. Kassel stated or November 30<sup>th</sup>, the week after Thanksgiving.

Supv. Farnsworth stated I thought we settled on November 30<sup>th</sup>.

Supv. Berube stated I know we are going back and forth, but I think we did end up leaving November where it was and moving December earlier. I do not recall.

Supv. Kassel asked can we think about it now?

Supv. Berube responded we already advertised it.

Mr. Walter stated it can be re-advertised if the Board would like to move it. The move will incur a cost, but it can be moved.

Mr. Walls stated I do not have any problem with the 30<sup>th</sup>.

Supv. Berube asked if there is a reason to move it from the 30<sup>th</sup>? Does it say something different in the minutes?

Supv. Kassel responded I thought it said something in the previous minutes about the dates.

Supv. Berube stated it probably did, but we went around with the dates. However, it is published as that.

Supv. Kassel stated that is good.

Supv. Kassel stated you did say I understand the problem is about adding plastic to the environment, but we do not seem to use a large amount of plastic, right? Do not was the word in there? Because otherwise it would say we do use a large amount of plastic, and I did not think this is what you said.

Supv. Berube stated no it is not what I said.

Supv. Kassel MOVED to approve the Minutes of the August 31, 2017 Meeting as amended.
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Supv. Farnsworth stated I have a few comments. When we agreed to use an abbreviation for Supervisor as the salutation, the agreement was for just that, the salutation. The abbreviation was not to be used when we were talking or in dialogue. You do not abbreviate during talking. The salutation is used at the beginning of the person's name, not in our conversations. The way it is transcribed right now, every place where the word Supervisor is used, it has been abbreviated.

Supv. Kassel stated I discussed this with Mr. Walter already. We will discuss it a bit more after the meeting.

Supv. Farnsworth asked where did the specific abbreviation you decided come from? I have researched it quite a bit. Do you know where it came from? Who decided this abbreviation?

Mr. Walter responded from my understanding it was done by a consensus of the Recording Secretaries. They have several Recording Secretaries who do the same function. They talked it through and it was their consensus among themselves.

Supv. Farnsworth stated I would like to point out, the only organization who uses the abbreviation Sup. is the military. They use all capitals – SUP. If you want to use the military abbreviation with their way of abbreviating it, that is fine.

Supv. Kassel stated we do not need to. We are a CDD. They are a different organization.

Supv. Farnsworth stated if you are going to use Sup., it needs to be a four-letter acronym. It should have either an *r* or a *v* after *Sup*. It does not matter which one. Otherwise, you cannot distinguish it from Superintendent.

Supv. Walls asked which would you prefer?

Supv. Farnsworth responded I do not care. Either one.

Supv. Berube stated it should be *Supr*.

Supv. Kassel stated it needs to be *v* because *Supr*. could still be Superintendent.  
Is that good?

Supv. Bokunic SECONDED the prior motion.

Supv. Berube stated we are not going to address any more changes regarding titles.

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, each Supervisor will be addressed in the salutation as *Supv*. in the Minutes.

On VOICE vote with all in favor, approval was given to the Minutes of the August 31, 2017 Meeting as amended.

**FOURTH ORDER OF BUSINESS**

**Developer's Report**

Supv. Berube stated there are no developer people here tonight. Whether they choose to come to the meeting moving forward, we will see.

Supv. Walls stated I would suggest we take it off the agenda going forward.

Supv. Kassel stated I have been told by Mr. Glantz the developer plans to be here for the October meeting.

Supv. Berube asked are you referring to the new developer?

Supv. Kassel responded that is what Mr. Glantz told me.

Supv. Berube stated I am going to take a few minutes of the developer's time. I want to back up to our special meeting a couple of weeks ago. As it turns out, we are going to be on the hook for about \$25,000 in legal and engineering fees related to the true up. The entire matter is all in Severn Trent's basket. They did the methodology report back in 2004. They handle our methodology assessments. They should be monitoring the debt. There should have been true ups in 2007, probably 2011 and 2012; certainly in 2014 and 2015 as new lots got platted. I would have been satisfied even if we skipped all of that if we had come to this question presented in August 2017 by an outside firm who noticed there was something wrong with the debt, which Severn Trent should have known about. There is no doubt they should have known. When questioned, they should have been able to tell us whether or not it was correct, and they could not do it. It took two lawyers working diligently, at our law firm, \$20,000 of hours to figure it out and educate the experts at Severn Trent. Coming down to five minutes before the meeting two weeks ago, we still did not know the number. When all the calculating was done, it was still off by \$4,000. My problem is the people of this District have now spent \$25,000 in fees to only satisfy the need of one developer's change to another. It was pointed out by experts in how CDD debt is calculated. Our expert could not verify yes or no, even five minutes before the meeting. It bothers me and it is not right, that Severn Trent could not put their finger on a button. This is all computerized. When this started, the range was somewhere between \$30,000 and \$2 Million. The total is about \$425,000. Clearly, this was Severn Trent's fault. If this was a one-time thing, it would not be a big deal. However, this is at least the fourth time in recent memory we have dug into a financial transaction having to do with Severn Trent. We had the problem with the estoppel letters which were being issued incorrectly. We re-collected \$10,000 to \$20,000 from that. We had the problem before with the tax roll preparation which was off. Going back before that, there were two other financial missteps by Severn Trent which we caught. To their

credit, they paid it back. Once again, I think Severn Trent is on the hook for all the legal and engineering fees for this deal. It falls on Severn Trent.

Supv. Kassel stated I have a question. I would like to hear from Mr. Walter with his response as well. Would we not have had any additional fees from our attorney and engineer with the previous and current true up agreements? Would we have been incurring those fees anyway?

Supv. Walls responded Severn Trent in that instance should have had it ready to go and based on the analysis of this new plat, here is the debt on each parcel.

Supv. Kassel stated yes, but to not to that extent. I am not saying we should not consider this. Let me finish my thought. I am playing devil's advocate. I am just trying to get clarity as to the real concern and the real numbers.

Supv. Berube stated let me go a little bit further. The Genterra attorney looked at the whole package and said your debt numbers are wrong. They contacted Mr. Qualls who went to Severn Trent and told them the debt numbers are wrong. Severn Trent could not give a yay or nay as to what the number was.

Supv. Kassel asked would it be okay if I asked you what your experience is in terms of true ups, and how much time attorneys spend on reviewing true ups and also for the engineer? I would like to hear from Mr. Walter.

Ms. Scarfone stated unfortunately, I cannot speak to that point because this was the first one I handled. Obviously, I am new in my capacity with the law firm. We did not have a reason to consider this before. It was a learning experience for us to figure out how the process happens and what the documents say. I do not necessarily have a comparison to see if we spent more time on another agreement.

Supv. Farnsworth stated I think she is reflecting what Mr. Qualls told us last month. I do not think he had any experience with true up agreements before this.

Ms. Scarfone stated he did not.

Supv. Farnsworth stated it is not something you would have initiated. It was something Severn Trent should have initiated, and you and the engineer would have checked it to confirm the numbers are correct.

Supv. Kassel stated I want to ask Mr. Boyd now.

Mr. Boyd stated there is only one other CDD-based community which has multiple plats over a long period of time comparable to Harmony which I am involved with. In that one, I do not recollect spending much time on true up agreements. There have been periods of time where I have been asked to provide plats or things of that nature. I have answered questions here or there. I do not recall getting pulled into anything more regarding true ups.

Mr. Walter stated the true up effort in this District is unique. It is not like other Districts. The underlying error which occurred in this process was a previous evaluation and true up process with an evaluation if you recall similar to an artificial ceiling of \$73,000. When the artificial ceiling was created, this entire team was part of the process. The attorney, the engineer and Severn Trent were here. I am not saying they were responsible. It was an accepted process to have an outside firm perform the evaluation. When it came back, it was accepted by all the professionals as the correct number. When the developers began considering it, and re-evaluated the initial estimate that was done, that is when the error was revealed. The platting process is part of that. There is more engineering time needed than normal when the plat has to be reviewed as part of the true up process, rather than the plat just being accepted. That is different in the documentation. In this District, there is a little more engineering time needed when doing that evaluation. When the original audit took place and the attorney was on staff at the time, they could have caught the error as we could have. I am not saying we are void of any responsibility in this matter, but we are a team and have been working on this matter. It is an unfortunate expense.

Supv. Farnsworth asked at what point in time when was the change made from the \$72,000 to \$46,000? That was not in the last year, was it?

Mr. Walter responded that was the issue. It was about a month ago.

Supv. Berube stated a report was done in conjunction with the 2015 Bond refinance. A unanimous decision was made to have an outside firm look at the debt when the \$73,015 per acre came in. The report was paid for by the developer and was accepted as the number at the time. As Ms. Walter points out, all the professionals look at all this material, and most of this Board did not see the stack of documents we paid tens of thousands of dollars prepared by professionals for that refinancing and we signed off on

all of it. We trust our professionals. When I signed off on these documents, I asked if it was good and was told it was good.

Supv. Kassel asked what does Severn Trent propose as a remedy for the expenses we incurred as a result of this issue?

Mr. Walter responded I would recommend it is mutually accepted as debt to the professional team.

Supv. Kassel asked what does that mean? Can you be more specific?

Mr. Walter responded any additional charges would be borne by the respective agent who had them.

Supv. Kassel stated I am sorry. I still do not follow. Can you be more specific?

Mr. Walter responded we had a large amount of expenses which we claimed. If the attorney had extra expenses, it would be their burden. If the engineer had extra expenses, it would be his burden. Whoever was on the Board at the time when the decision was made would be responsible to accept the reports.

Supv. Berube stated we pay Severn Trent to manage the works of the District under an assessment methodology which Severn Trent wrote. I have a copy of it written in 2004. It has been managed by Severn Trent for all these years. It states certain things need to happen which have not happened. It is not picking on you. This pre-date you. Your company is our management firm. Attorneys and engineers do not calculate debt. They got involved because Severn Trent's people repeatedly could not put a number on it. When they did put a number on it, the attorney would ask, where did you get it from? It came from this report. The attorney would investigate the report and it would refer to something else. All of this is in Severn Trent's bailiwick. The numbers were changed repeatedly all the way up to the special meeting. This is all in Severn Trent's basket. We do not pay attorneys to manage debt. We do not pay engineers to manage and calculate debt.

Mr. Walter asked if I can interrupt for just a moment. The debt per parcel is based on evaluations of the plat. This is an engineering function and it is an engineering question to determine the number of units based on the plat.

Supv. Farnsworth stated the number of units yes, but he does not assign the debt.

Mr. Walter stated at the end of the day yes, because in the plat is when the number of units are changed. Therefore, the number changed.

Mr. Boyd stated it is true the plans we prepare are used to create a plat which documents the number of acres on the parcel and the number of units on the plat, which is presented. My experience and knowledge is based on the design of the infrastructure and having those plans approved. I determine if the plans were created properly and if the plat matches what was built. Perhaps I should have known there is an impact on the assessments. It is not something I deal with, nor is it part of my professional responsibility. It seems like it is something which should have occurred to me maybe, that there is an impact there, but it is not part of my professional responsibility because I am focused on making sure the plans are designed correctly and that everything is built correctly.

Supv. Walls stated the bottom line for me is when I ask someone for a financial calculation, I am not going to an attorney or engineer, I am going to Severn Trent. When I assign responsibility for making sure the numbers are correct, I am going to Severn Trent. I will ask you if you checked the calculations or done whatever has been triggered to ensure the numbers are correct. I cannot assign any blame to these people for not knowing the numbers you were using were incorrect. I rely on you to hire the financial professionals. I am going to you for information. I think you have to take responsibility for the number not being correct, or the calculation not happening. I agree we should not ask the residents to pay \$25,000 for an error made by one of our service providers.

Supv. Kassel stated there is also an issue about a previous true up agreement which was supposed to occur. It may have been caught earlier by Severn Trent, therefore avoiding this had the true up occurred in time.

Supv. Berube stated when we went back through the report, I was intimately involved with this process. I spent many hours on the phone with Mr. Qualls. With each conversation, the law firm would uncover more things. There probably should have been a true up enacted in 2007 when something happened in 2007. There was another one in 2010 or 2011. There should have been several more when the new neighborhoods came on board. There was a true up agreement which did not get put into place. We tried to blend F and H2 and it did not work. To decrease the debt number, the developer moved

some of the debt out F and H-2 on to A-2. A true up took place on a limited basis. Never did the true up mechanism which is part of the assessment methodology come into consideration. It got missed five to seven times over the years and was part of this methodology that Severn Trent wrote.

Mr. Walter stated the error occurred because the \$73,000 was being used, not the methodology.

Supv. Farnsworth stated it not the methodology. The triggering event was not recognized and acted upon.

Mr. Walter stated the trigger does not hit until you exceed the \$73,000 per parcel. The number of the basis of the entire conversation was \$73,000. Therefore, the true up did not occur.

Supv. Kassel asked Mr. Walter, do you understand where we are coming from?

Mr. Walter responded yes, I do.

Supv. Kassel stated we hope you will take this back to Severn Trent for discussion and come back to us next month with a proposed remedy.

Supv. Berube stated our entire assessment methodology has been brought into question. Every year since 2002, when the first bonds were issued, the debt starts at the bottom and then you have these branches of debt which get figured in and every singled year we look at the numbers, what our debt is and how we assigned it and we tell residents they are going to have to pay this much money to pay back these bonds, and I hope the numbers we give them are correct. I pay those fees too. I want it to be correct, and whether it is high or low does not really matter, but my confidence has been shaken. You heard our concerns. We have spent \$20,000 which may increase to \$25,000 with attorney and engineer's fees. I would like a substantial consideration of paying a large portion of the money.

Mr. Walter stated I understand your position.

Supv. Berube stated I do not want to burden the residents with it. We will expect a response next month. I understand you are new to this.

Mr. Walter stated I am representing the firm and I understand your position.

Ms. Carlo asked does your company have a lawyer?

Mr. Walter responded yes.

Ms. Carlo stated 2015 is when there was a problem because the true up was not done correctly. In the last meeting, it was explained how the true up was organized.

Supv. Kassel stated I am going to make a distinction. When the Bonds were re-issued in 2015, an outside firm did some calculations and came up with the \$73,000 amount, not Severn Trent.

Ms. Carlo asked was the outside firm hired by them?

Supv. Berube responded they were hired by this Board at the recommendation of Bond Counsel to make sure the numbers were correct. It was an outside audit which the developer paid for.

Supv. Kassel stated it was really the developer's recommendation.

Ms. Carlo asked was the true up for 2017 agreed upon at the last meeting?

Supv. Berube responded no. The true up is for the overall debt from day one until now. It can get confusing. It is all settled now. The CDD did not lose or make any money on this true up. The money which was transferred is going to the bondholders. Our concern is, our lawyers and engineers got hung with about \$25,000 in cost.

Ms. Carlo stated the number you said was between \$47,000 and \$73,000. were you aware the numbers were changing? Was the main concern due to the calculations not being done correctly? You had to engage more time for them to make sure our interest was considered. Did you request a lawyer to get involved to ensure the CDD was given correct information?

Mr. Walter responded no, the District has its own Counsel which is why they were engaged; to make sure they protected the CDD's interest.

Ms. Carlo asked did you double check your own work before sending it back?

Mr. Walter responded when we double checked our work, we found the \$47,000 was the correct number.

Supv. Berube stated Severn Trent has always been honorable when we have had financial issues.

Ms. Carlo stated I would think your lawyer would have previous experience.

Supv. Berube stated we used our lawyer who became our accountant to make sure our interests were protected. We appreciate your interest, but we are going to move on to other agenda items.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Engineer**

Mr. Boyd stated I only have a couple of updates. We are still working on the sidewalk. We had an issue which I think we resolved this week. I understand Mr. Randy Palmer, the concrete contractor, is supposed to start next week. We still have an open issue with the swale between Neighborhood F and the Lake Shore Park. We spoke to the contractor regarding repairs prior to this meeting. The hurricane came through and made everything wet again. It does need to be dry before they can repair.

Supv. Kassel asked are you talking between F and the Linear Park on Butterfly Drive because you said Lake Shore Park? You are not talking about the back side?

Mr. Boyd responded no. The north side.

Supv. Kassel is it the area between the pipeline and the back side, or are you talking about the north side?

Mr. Boyd stated I am talking about the north side of the community.

Supv. Berube stated there is a swale between the back side of the houses and behind Buck Lake.

Mr. Boyd stated it is on the north side of Lake Shore Park.

Supv. Kassel asked what about the swale on the south side of F?

Mr. Boyd responded the work has been completed over there and is operational.

Supv. Berube stated each time I look at it, it is dry. It gets wet and muddy where they cannot mow it, but I have not noticed any standing water. It drains in less than 24 hours.

Mr. Boyd stated what we are talking about now is being graded incorrectly. It has a standing puddle which never reaches the drain. They have agreed to repair it, but it needs to dry out so that they can get in there and not make a bigger mess when they try to repair it. I only have one other item. Last month, we were transferring SFWMD permits to the correct operating entity. I found three more of these, which represent developer-owned facilities. The District informed me the certifications are for the pond they drain to, which is why they were not presented last month. I held them back because they are developer-owned facilities which SFWMD says because they drain to a CDD pond, they still want the transfer stating that.

Supv. Kassel stated this was a little confusing and it was in the minutes. When you say the District, can you possibly specify *Water Management District* to avoid confusion for future reference?

Mr. Boyd responded the Water Management District's position is that the maintenance entity does not mean you are maintaining that side. It is the pond that it drains to. I have three permits. One is an old permit from Neighborhood C-2. The other two permits are developer-owned. One is the Town Center Retail area. Interestingly enough, that permit is called, *Town Center Hotel*, which was a hotel to be envisioned, but was never built. The second is for the new recreation center on the North end of Cat Lake. With the Board's permission, I will give those to Mr. Berube to sign.

Supv. Kassel asked are these for the maintenance of the ponds, but not the areas around the ponds? You are saying the recreational facility, but not the pond. You are saying the hotel site, but not the pond near there. This is what I am finding confusing.

Mr. Boyd responded the way it is interpreted is whichever the storm water facilities these permits drain into is certifying the District maintains that stormwater facility or pond.

Supv. Walls asked why do we certify it?

Mr. Walter responded you take over operation maintenance of it. He certifies it and you order the maintenance of it.

Mr. Boyd stated you are already maintaining those ponds. It just basically ties that permit.

Supv. Walls stated I understand that. Would the landowners certify it is being taken care of?

Supv. Berube responded when this was deeded, the deed specifies the CDD is responsible for maintenance of all the ponds. It is a nice little line on the plat map where it says all the ponds are deeded to the CDD for maintenance.

Supv. Walls stated I understand that.

Supv. Kassel stated it is the person maintaining who certifies they are obligated to maintain it.

Mr. Walter stated the engineer responsible for building them certifies they have been built in accordance with plans and is now ready to operate.

Supv. Kassel stated we are certifying we will operate them and maintain them appropriately according to engineering specifications.

Mr. Boyd stated they were originally certified complete and correct. This is a formal way of tying these permits to the property.

Supv. Kassel stated Supervisor Berube will sign them.

Mr. Walter stated I would like to ask Counsel since this involves a formal operation where we are taking an asset and making it responsibility of the District, but it has not been advertised.

Mr. Boyd stated it is not a new facility you are accepting. You are already maintaining these ponds from a previous action. We are tying a permit to the pond which has already been accepted. This is not an urgent item. We can put it on next month's agenda.

Supv. Berube stated we did the same thing last month with, there were nine or 10 of these old permits that we signed on last month and they are routine.

Mr. Walter stated I think he is correct because you are already maintaining them. That was my concern.

## **B. Attorney**

Ms. Scarfone stated I believe you were all copied on the letter sent out on Monday to Davey Tree Expert Company for the final non-payment of unpaid invoices. We went through the invoices and removed any billed in error or those which were disputed. The final calculation is the District owes approximately \$35,000 and change. The District's offset against that amount is \$81,000 which means Davey owes us money. The letter asked them to pay the difference and the offsets will be considered resolved. However, we have not heard back from them yet, but I think we will.

Supv. Walls asked have they cut the check yet?

Ms. Scarfone responded no. I assume we will hear back from them and I will keep you informed.

Supv. Berube stated after all the back and forth with Davey, they owe us \$46,461 and a few pennies with offsets accounted for. We will see how that goes.

Ms. Scarfone stated the Facilities Use Agreement for Servello is almost complete. As you will remember, the developer had given the District use of the space, and the

District gave Davey use of the space. It was determined we terminate the agreement with Davey and issue a new agreement to Servello. The new agreement is almost complete. There were issues about whether the developer would continue to provide water and power, which we confirmed they will. That should be complete soon. With regards to the OUC streetlight buyout, we have circled back with OUC and we have been told it is in their court. However, we will also keep the Board updated on the progress.

Supv. Farnsworth asked will the amount to be paid decrease from what was originally allocated, since there has been such a delay?

Supv. Kassel responded maybe they will give us a credit, or reissue a check.

Supv. Berube stated they give you a final payoff number based on when the payment is made. It is steadily decreasing.

Ms. Scarfone stated the last thing I want to bring to the Board's attention is the final amount of the true up payment is slightly different than the amount included in the motion and adopted at the meeting two weeks ago. We discovered it when we were reviewing the final estoppel letters. The final draft had an amount that was almost \$4,000 more than quoted. I circled back with Ms. Moore of Severn Trent and she told me it was because at the meeting, the dollar amount per acre was not off, but the amount of the acres of that parcel was off by approximately .6 acres. The amount in the estoppel letter was \$224,370.58. This is just short of \$4,000 more than the amount adopted. In an abundance of caution, we suggest you amend the motion to reflect the corrected amount. The deal between the old developer and new developer closed and no red flags were raised. There is no problem with it being paid by the deadline on September 30<sup>th</sup>. However, we suggest you amend the motion now so that we have the correct number and amount of the payment on the record.

<p>On MOTION by Supv. Kassel, seconded by Supv. Walls with all in favor, the motion made at the September 14, 2017 special meeting regarding the density reduction payment due on the unplatted lands subject to the 2015 Bonds was amended to reflect a correct amount of \$224,370.58.</p>
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Supv. Berube stated we have a small problem with the agenda. Mr. Walter asked that the Landscape Report should be Item 3.

**C. Field Manager  
v. Landscape Report**

Mr. Campbell stated Mr. van de Snel and I worked together after the hurricane passed through. We were not able to be on site the day after the hurricane due to a curfew in place. Instead of performing the regular maintenance, the week after the hurricane, we did perform an agreed-to clean up which we are still doing now with the hangers, dead branches falling and similar items. As far as maintenance, we have started back on our regular schedule, which includes the mowing, detailing and other regularly scheduled maintenance. I grade the monthly reports for myself and my crew, after which they are given to Mr. van der Snel. The reports let you know what I find.

Supv. Kassel asked what does *need soft edge* mean?

Mr. Campbell responded it is a bed edge or a tree ring. Hard edge is anything against concrete, sidewalk or curbing. I will be more detailed on the next report about the edging and what it means. Those are what I grade myself on and the crew. If I see something needing improvement, I make notes. The week after the hurricane, Mr. van der Snel and I worked closely together. His crew was extremely helpful with my crew. We would not have been able to get done as quickly without Mr. van der Snel and his crew. We rode around the property the other day. Mr. Feliciano is working on a report and a proposal replacing all the trees which had to be removed.

Supv. Kassel stated there were about 30 trees I counted in the report which were broken or split.

Mr. van der Snel stated it was a rough estimate. We drove around two days ago to get an accurate count.

Mr. Campbell stated we rode around to make sure we had the right trees. Some are removal, some are replacement of sod. We will be putting probably 35 Live Oak trees on the Butterfly project. We want to make sure he has what he needs and that his proposal is approved also.

Supv. Berube stated the services appear to be good. The grass is getting cut. The trimming is going on as is the tree service. Weeds are still endemic throughout this

property. Many of them have not been touched from what I can tell for the two months you have been here. I realize you had a week off because of the hurricane. We are entering the inception of your contract with a significant number of weeds growing. There are bed weeds and turf weeds.

Mr. Whitaker stated I am going to jump in and tell you I do not disagree there are still weeds. The amount of weeds present when we started was so significant, you could not see mulch

Supv. Berube it has gone down.

Mr. Whitaker stated unfortunately, the two weeks out of the short time we have been here have been under hurricane issues basically. I spoke to Alfredo, the crew leader on site and they have sprayed the property throughout this week, which is a detailed task to get all the beds sprayed. On the front end, a lot of it was handwork and you have to get the big stuff before you spray because there is no sense in spraying weeds which are six feet tall.

Supv. Berube stated I am not concerned if you are on top of this.

Mr. Whitaker stated there is a plan in place.

Mr. Campbell stated I will bring up Mr. van der Snel again, as we are in close communication. Anytime anything like this comes up, we are in tight communication. He is pointing out areas he sees which I may not see because I am focusing heavily on some other related issue.

Supv. Berube stated Mr. van der Snel and I are in frequent contact as well and he did not agree with my assertion regarding the number of weeds.

Mr. Campbell stated we are working on it since it is something which stands out.

Supv. Kassel stated in this proposal for the trees, I remember you mentioning something Japanese.

Mr. Campbell stated it is probably Japanese Blueberries.

Supv. Kassel stated yes. The proposal was submitted at the last minute because of Davey quitting essentially. We are billed by the developer as an environmentally intelligent community and we are trying as best we can to go with native Florida species, the kind which are hearty. We were thinking of Laurel Oaks, but there has been a problem with them. Our Live Oaks are generally doing well and they are a native

species. When you are thinking about landscaping replacements, can you think first of Florida friendly and native landscaping? I am not saying we have to do it 100%, but please keep it in mind when doing replacements.

Mr. Campbell stated the only other item I have is the pre-authorization for the hurricane clean up. I know Mr. Feliciano has emailed you regarding this. It was a not to exceed amount. We are auditing for the time the guys were out here. As far as the tree approval, Mr. Feliciano, you were going to determine when on the approval.

Mr. Feliciano if you are referring to the Butterfly sidewalk proposal, yes.

**vii. Consideration of Proposal for Sod Installation**

Supv. Berube stated we have a sod proposal we tabled last month because of the length of the meeting.

Supv. Kassel stated with this \$81,000 which is owed by Davey, some of which is offset by not paying their bill, how much of that amount does this cover? In other words, this is an additional \$30,000 the CDD is spending to replace sod Davey was responsible for. How much of this is coming out of our pocket versus just not paying Davey? How do we think about this?

Supv. Berube responded this estimate in full was part of the calculation for offset. If we collect the \$46,000, this costs us zero.

Supv Kassel asked if we do not?

Supv Berube responded we owed them an estimated \$44,000 for services rendered. Then we added this to it.

Supv. Kassel asked what costs have we incurred to date to fix what they did not do? This is the first expense they do not claim responsibility for, but which were billed for. They billed us and we do not recoup the money. Will the part of what we are not going to pay from their previous billing, be covered by that?

Mr. Feliciano responded yes.

Supv. Berube responded this was prepared a month and a half ago. Do you think the areas have gotten better or worse? Is this going to solve a need of getting us good sod?

Mr. Whitaker responded this is a two-pronged question. Any time there is a lapse between sod proposals, with 30 days, there is going to be some variation. It might go either way. We have had decent rainfall lately and some of the areas have filled in. We

have come out and controlled the chinch bugs which were doing damage which was considerable. We have not done a horticulture lab yet, a scheduled contractual application because it is not scheduled until October 1, 2017. We had our tech come out to take care of the chinch bugs to prevent any more turf loss. I do not think there will be any significant difference. I think we have stopped the chinch bugs from doing more damage. The hurricane really did not have significant effect on the turf.

Supv. Kassel stated one thing your proposal says is because you are not responsible for the irrigation and you are not responsible for the sod you put in. This is a concern for me. This battle we have had going back and forth, originally the landscaper was responsible for the irrigation, but then we took it back in to our hands. I just think it is a conundrum that we have taken the irrigation into our own hands, but then our landscaper is not responsible to maintain our sod, shrubs and trees.

Supv. Berube stated landscapers never had control of our irrigation. Before Maxicom went in his trailer, it sat in the developer's office over there and Greg ran it and Davey did not want it, so we have always managed irrigation in house. The one thing we never heard from Davey was your sod is dry because that Maxicom runs as you know. This note is nothing new. Davey had the same disclaimer.

Supv. Kassel stated I know they did, but I believe REW Landscape had some influence over the irrigation and then we took it into our hands. Todd worked on it with REW and had some control over it and then we took it back more fully in hand.

Supv. Berube stated you work with Mr. van der Snel every day. If you thought there was a problem with dry sod, you would say something?

Mr. Campbell stated he does and we do take note if we see a problem with irrigation. The first thing I do is contact Mr. van der Snel. He does send his tech out right away to look at it. We have gone over some areas. I have gone out with the technician and watched him turn the irrigation on and seen ample coverage. It is something we do daily.

Supv. Kassel asked what about with your other accounts? Do you control the irrigation or does the customer control it?

Mr. Whitaker responded I would say on 90% of or accounts we control the irrigation. This is standard in the commercial landscape industry. When you have an on-

site CDD, Mr. van der Snel and his team, quite frankly, I will be honest with you, with them being here every day, they are going to have more success with irrigation issues than we would. The estimate of the cost of having on-site irrigation all year round would increase significantly.

Supv. Kassel stated I would like us not to fight over material about irrigation.

Mr. Whitaker stated from what I have seen so far, I do not think we are going to have that. At our initial meeting, I said we are here as a partnership. I do not want to have the same issue you had with Davey. Our intention is for you to be happy. I know Mr. Campbell and Mr. van der Snel communicate daily. I know there have been dry spots when I have been out here and they have been rectified rapidly. On a site like this, there are millions of square feet of turf out there. We have to, as a contractor, define those terms on our contractual agreements. There are two things which kill St. Augustine Sod. Those are drought and chinch bugs. They both go hand in hand. You do not have one without the other. At some point, you are going to have both.

Supv. Berube stated we can discuss this further, we can table it for next month, or we can approve it tonight. Can you do this for \$27,500 if we agree tonight?

Mr. Whitaker stated we can, but I do want to discuss this more. Most of the sod farms are still under water, and no one has gotten sod. There are few sod companies who are cutting sod right now.

Supv. Berube asked if we do approve it, what is your timeframe?

Mr. Whitaker responded I can tell you right now it is probably six weeks before we can start.

Supv. Berube asked besides the wetness, does this bring us into an optimum time in the winter?

Mr. Whitaker responded you are better off laying sod in the winter rather than in the summer.

Supv. Kassel asked should we postpone the approval of this?

Supv. Berube asked will you do it for \$27,500?

Mr. Whitaker responded we will do this if it is on the proposal.

Supv. Berube stated it is not on the proposal.

Supv. Kassel stated we will postpone approval to reevaluate this. More rain, chinch bugs and many other factors may lead to the need for a new proposal when we are ready for the sod and it is available.

Mr. Whitaker stated I cannot do anything with the price because I do not know what is going to happen with it. We did give you a competitive price. The tree proposal I guarantee you will also increase in a month because of demand.

Supv. Berube stated the bottom line is, your price on trees was already competitive and we approved it. As Supervisor Kassel suggests, we will move it into the time period and you keep track of when the time is optimum and the sod is available.

*The record shall reflect Mr. Campbell and Mr. Whitaker have exited the meeting.*

- i. Facilities Maintenance**
- ii. Facilities Usage**
- iii. Facebook Report**
- iv. Pond Report**

Mr. van der Snel presented the Facilities Maintenance, Facilities Usage, Facebook and Pond Reports in the agenda package, which are available for public review in the District office during normal business hours or on the Website.

Supv. Berube asked what is going on with the Hydrilla?

Mr. van der Snel responded the Hydrilla was underwater when the pond levels increased from rain. We did a follow-up treatment, which is better to do when the pond levels are lower. When the pond levels decline, you can see how far it still is. It is a nuisance to spend more money on this because it is a *tricky* weed.

Supv. Kassel stated it says it is nonresponsive to treatment. It does not mean it has been knocked down, it means it is not happening. My concern is when Hydrilla shows up in one pond, it will spread to other places quickly.

Mr. van der Snel says now with the high water, it is nonresponsive. Anything we put on now will disappear. We have to wait until the pond level decreases before we reevaluate.

Supv. Berube asked you are using a contact herbicide which has to touch the plant, correct?

Mr. van der Snel responded yes, it is granular.

Supv. Berube stated Mr. Walter you came from a water management district and I know Hydrilla is a big deal in water management districts. Let us go back to your

experience and guidance. You see we are using chemicals and not getting very far. This is where you typically wind up with Hydrilla.

Mr. Walter stated harvesting may be a solution.

Supv. Kassel asked what kind of expense are we talking about?

Mr. Walter responded when you harvest Hydrilla the problem becomes what to do the weed after removal. If you let the weeds dry on the bank, hauling away the dry material is not an issue. This is tough to do in a neighborhood because it is going to smell. If you haul it away wet, the water adds to the weight.

Supv. Walls stated at Lake Toho they have mounds. It never goes away.

Supv. Berube asked how much of an area do we have with just the Hydrilla?

Mr. van der Snel responded I believe we have a quarter of an acre, maybe a little more.

Mr. Walter stated perhaps it is 20% of the pond.

Supv. Berube stated a quarter of an acre is 10,000 square feet. Is there that much Hydrilla in there?

Mr. van der Snel responded that is a rough estimate.

Supv. Kassel stated we should consider the cost to harvest it. It will be difficult to deal with if we choose not to do anything with it. Maybe we should spend the money now to harvest and get rid of it or harvest and ship it.

Supv. Walls stated you do not get rid of it. That is the problem.

Supv. Berube asked what is the downside? We are managing the ponds and we are not using them for recreation. We have weeds growing in the pond, specifically Hydrilla. It does not grow below the sun line. The ingress and egress pipes for water, which is the flood control in the ponds, is below the line where Hydrilla will grow to. The Hydrilla itself will not clog the waterways in and out of the ponds.

Mr. Boyd stated I am not an expert on Hydrillas, but they do grow from the bottom of the pond. I do not have direct experience with the drainage.

Supv. Berube stated it does not grow from the bottom. It grows from the walls where the sun can get to it.

Mr. Boyd stated it is not growing from the very bottom. I do not have any knowledge or experience of a pond outfall or pipe getting clogged to the point it does not function hydraulically.

Supv. Kassel asked is it possible to drain the ponds to expose the Hydrilla, let it dry out, and then remove it without having to dive?

Mr. Boyd responded it is a possibility. The pond can be pumped down to more effectively remove it all at one time. As Supervisor Walls said it correctly when he said in some areas it will be a continuing battle. You are fortunate to have it in the pond it is in. This is probably one of the most isolated ponds on the property with regards to its location. I do not think there is a risk of it spreading to other ponds except for animal interactions. My concern about the pond is that it discharges into the well and immediately into Buck Lake. Without doing anything, you are eventually going to get Hydrilla into Buck Lake. I think because the pond is so isolated, pumping it down to really get after it may be something we can consider.

Supv. Berube stated if you remember when the developer pulled all the fill out of the Long Pond, the level dropped approximately six feet of the water level. The regrowth on the walls of the pond was gone and turned the water black. Because the water is so black, the sun cannot germinate those seeds. If we drop that pond 10 feet, we could probably clear out all weeds. Then we refill the pond.

Supv. Kassel stated then we would not have to spend large amounts of money on chemicals and it is not doing anything for the Hydrilla. It will not cost us much money to pump out the pond, then it will be much easier to remove and we will not have to spend money on hiring a diver.

Mr. Boyd stated we need someone with expertise or someone to give an opinion of how long it needs to stay down. Depending on how long we need to keep it down, we will potentially need a de-watering permit from SFWMD. There is a threshold dictating pumping for a certain duration of volume without a permit. It is either the duration or the volume which will require a permit. It is not a big deal. It can be obtained.

Supv. Kassel stated I can ask Ms. Jennifer Dwyer. stated in a year or two, when it gets to something substantial, we can drain the pond again.

Mr. Walls stated it does grow back fast.

Supv. Kassel asked have they treated it in this way by drawing down the ponds, letting it dry out and removing it? Is this the way they have been doing it or not? Maybe this is a different method which could be more effective.

Supv. Walls stated the reason we talk about this in the counties is because it is always a problem. Once you get Hydrilla, you are stuck with it. I have seen all kinds of methods to remove it. I have seen chemicals, dredge and drained lakes. A year later, it is full of Hydrilla again. It is just the way it is.

Supv. Kassel stated you drain the pond once a year and remove it. It is being contained. We are not saying it is just there and we are going to have Hydrilla. We are saying let us take care of it now. We know it will come back, but we will keep it contained.

Supv. Walls stated I am not opposed to trying. I do not think it will work.

Supv. Berube stated I think our problem is we have been charged with maintaining the ponds in all respects. I think we also have a legal responsibility, and probably a moral responsibility, to keep the lake clear. The pond does drain directly into the lake. Now we know it has Hydrilla. We do not know if the lake has been contaminated or not. Nobody is looking at the lake and it has already been drained once. Mr. Walter do you have any experience with a de-watering permit? Are they issued for however long you want, or is it on a calendar basis?

Mr. Walter responded they are relatively easy. It is a 30-day window. We have to figure out how long will it take to de-water it. We will wait until seasonal low, which is December.

Supv. Berube asked is there engineering involved in this? Do you just find an aquatic weed contractor who can handle this? What is the process?

Mr. Boyd stated if we can get below the thresholds, I just write the District a letter. I think it is a no notice permit. There is a small amount of engineering we will have to document to include how much we are pumping and for how long.

Supv. Berube stated Mr. van der Snel can find an aquatic weed control company. There are several them around. Do you know of any?

Mr. Walter responded I do, but what I think you are suggesting is a process which does not need it. If you are de-watering, you go out with equipment and pull it out mechanically. You will have to use a front-end loader.

Supv. Berube stated this will have to be reached by boat, which we have.

Mr. Walter asked why are you pumping it down if you are floating a boat?

Supv. Kassel responded you can dry it out before you remove it.

Supv. Berube stated we want to get to the base of it to remove the tubers, the seeds and everything all in one shot.

Mr. Boyd stated I have a suggestion. I am speaking out of my expertise. One thing I have heard is it can spread faster in an attempt to remove it.

Supv. Kassel stated this is why we are talking about drawing it down and waiting for it to dry out before we remove it.

Mr. Boyd stated if drying out does not kill the roots. Maybe drawing it down far enough to really get it dry, and getting the herbicide to attach to the plants. That may work.

Supv. Walls stated what we are doing here is creating a process we know nothing about. I think there are a lot of people who are experts in this area. We are trying to figure out something to do and I have no clue whether this will work or not. I think we should probably consult people who know what they are doing on Hydrilla and figure it out that way instead of trying to create a process.

Supv. Berube stated Mr. van der Snel will see if he can find an aquatic weed contractor. Tell them what we have discussed doing.

Supv. Kassel stated we do not want someone who will try to sell us services, but maybe someone who is knowledgeable.

Mr. Walter stated an agricultural extension is probably your best bet and it will be weak at that. If you want to look, a very good source is Florida Lake Management Society – FLMS.

Supv. Berube stated we can bring in contractors who do this and listen to what they have to say. We do not have to buy their services.

Supv. Kassel stated they may tell us something will not work when it will just because they want our business.

**v. Landscape Report (Continued)**

Mr. van der Snel stated I can tell you all issues are resolved except we still have stump removals for nine trees. The trees they cut off and processed are on a different proposal they are giving us. The tarp is damaged on the play area canopy. I am waiting to receive estimates. The other canopy is stretched out. If we have another storm, I think it may blow away. I am asking for another estimate for that too. I do not know if it will fall under an insurance claim.

Supv. Kassel stated I would like to make a request that the next canopy we go with is green to hide the dirt.

Mr. van de Snel stated 90% of all the trees which were leaning are staked. We are still working on some of them which require engineering because we cannot enter residents' yards. Mr. Campbell will create a proposal to replace the same trees on site to fill in the gaps.

Supv. Berube stated give us your realistic opinion of what is going on with Servello after two months.

Mr. van der Snel stated it is a learning curve. They are willing to make it happen, but they have the old Davey crew. Because they still have the old experience, Mr. Campbell still has to get them where he wants them. This is sometimes a challenge. I advise them from the sidelines.

Supv. Berube stated I am going to continue to ask you this because I do not want to get into the weeds, no pun intended, with a landscape contractor again. It was a learning experience with Davey and when it went into the weeds we did not do much about it for a long time and it ended badly.

Mr. van der Snel stated I have a meeting every Tuesday at 10:00 a.m. with them and sometimes we have clear language.

Mr. Walls stated I am going to wait six months from now and see where we are. I saw what you were talking about with the weeds. This week, many of the visible beds look like they were cleaned up.

Supv. Kassel stated I have seen a lot of staff weeding in the beds too.

Supv. Walls stated it looks like they got a jump on it before Tuesday. Like you said, I think it is a learning curve. I will wait and see. I trust you to work with them on irrigation.

Mr. van der Snel stated like was said before, if we work together, I think we will be on the right track.

Supv. Walls stated hopefully many of these issues get worked out, outside of the meeting. I do not think it is productive having them come to be yelled at about weeds. As I see things, I will tell you. Any major issues can be discussed here.

Mr. van der Snel stated they are very fair. They are willing to make this work. It is a team effort.

**vi. CDD Damage Report**

Mr. Walter stated I have a meeting with FEMA next week for Osceola County to talk about the options for FEMA reimbursement. I am not too optimistic with the list I have seen so far, as it is for trees. We may be able to get trees cut up but probably not replacement trees. I do not know the answer, I am just guessing. They are going to look at structures. Things like building impact, roofs and other things of that nature. This is just a head's up these meetings will take place. The list I have seen is comprehensive, but I am not seeing structural damage to sidewalks or buildings.

Supv. Walls stated I have tons of experience with that. It took Orange County 14 years to get the final reimbursement from FEMA from Hurricane Charley. I would not waste time with it. With the kind of expenses we have here, most of what they pay for is clean up and removal of debris. You must have all kinds of documentation. We want you to consider it, but do not expect too much to happen from it.

Mr. Walter stated I appreciate your direction.

Mr. van de Snel said with regards to my rough estimate for the cleaning, I calculated they spent 33 hours for manpower for the clean-up and 20 hours for stump removal, totaling 53 hours, with a possible total cost of \$6,000. With regards to trees, I chose an identical number with a grand total of \$12,000, but it is just an estimate.

Supv. Kassel stated we are not really going to pay for tree replacement anyway. When I flew in this afternoon, as we were coming low over the area north of the airport, I saw lots of blue tarps on lots of roofs. We are lucky we did not have that kind of impact.

Supv. Farnsworth stated we got lucky. The other side of Lake Toho is amazing, just that short distance reflects a big difference.

Supv. Berube stated the latest construction standards were applied here and they worked. The underground utilities also worked. Say what you want about building codes and underground utilities costing money, but there are very few tarps in this place.

Supv. Kassel stated on the 14<sup>th</sup> during the thunderstorm, we had more blackout than we had during the hurricane.

Supv. Walls stated you mentioned insurance. Is there a claim?

Mr. Walter responded I have no idea if there is any insurance.

Supv. Walls stated the deductible is \$50,000. We are probably not going to come in anywhere near it. They may not cover the tarps.

Mr. Walter stated I think the tarps are \$12,000 or \$13,000 for two of them.

Supv. Berube stated if we did get coverage, it would probably be pro-rated because they did not blow away. They are going to look at them and ask how old they are.

Mr. Walter stated since you brought up the point of insurance, we did go through a renewal cycle on your existing insurance. I was not as comfortable as I would like to be that you, I and Counsel had time to review it. Therefore, I would like to bring it back next summer for a full review of the insurance and consider coverage options. We will probably bring it back in July so you have time to think about it and make any changes.

Supv. Farnsworth stated you looked at the renewal this year but you want to look at it more carefully next year.

Mr. Walter stated yes, to give you time to look at it.

A resident asked what about those tall street signs which say go in this direction?

Supv. Berube responded the developer who just sold this place owned those signs. The new developer now owns them. We will see where they end up.

A resident asked there were also those signs on 192. The signs in squares which state *Schools* or *Parks* also need replacement.

Supv. Berube stated we are shifting many things to the new developers since it is theirs now. How this all ends up we do not know. They own the place as of yesterday. I am certain we will be having some conversations.

Mr. Walter asked do you suggest we remove the Developer's Report from the agenda? You said they will be here next time. Do you want to leave it there and take it off the following time?

Supv. Berube responded we will get an idea from them as to how often they will attend. We can put them in someplace.

A resident asked can we maybe re-erect and build the tall Harmony signs?

Supv. Berube stated those are their signs.

Supv. Kassel stated those signs are designed for people who are coming to look at Harmony. They direct people to different places within Harmony, to see whether Harmony looks like a place they want to live. They are not so much for residents who live here. We are hesitant to spend money to help the developer when it is their responsibility to spend the money for them.

Supv. Berube stated I do not want to sound negative when I say it is the developer's problem. The new developers have owned this place for a day. They were not able to do anything until they owned it. I am sure there will be some response next week. They understand they have responsibilities. We should give them some time to see what happens.

Ms. Carlo asked does the developer own the entrance signs?

Supv. Kassel asked are you talking about the Harmony signs or the Towers?

Ms. Carlo responded I am talking about the land where the signs sit at the main entrance where the towers are. Does it belong to the developer or the CDD?

Supv. Berube responded the tower is owned by the developer. The land under it is maintained by the CDD. All the flowers and bushes are CDD maintenance.

Ms. Carlo asked when we enter the main entrance where there are fences on both side of the construction, who maintains those fences?

Supv. Berube responded the developer maintains them.

Mr. van der Snel asked do you mean the East entrance?

Ms. Carlo responded no, inside.

Mr. van der Snel stated behind H-2, the white fence is CDD. Behind H-1 where the townhomes are supposed to be, it still belongs to the developer. The CDD owns the vinyl fence on the H-2 side only.

Ms. Carlo stated at the little fence there are a bunch of Pine Trees which are leaning.

Mr. van der Snel stated they should be gone by now.

Ms. Carlo stated they are still leaning.

Supv. Berube stated this is in the drainage swale between the H-2 homes and the fence.

Ms. Carlo asked at the main entrance, will the area next to it eventually get cleaned up?

Supv. Berube stated yes.

Mr. van de Snel stated we usually get the I.D. cards from the information center, but it is now closed. I have all the I.D. cards. I came up with the idea to send them directly through mail to the residents. I made a form to go with the cards. I sent it out to two residents today. The format is similar to credit cards received in the mail with the card stuck to the letter with double sided tape. It is the same way as when you receive a credit card from the company. The sidewalk is being prepped Monday and poured Tuesday. There was an issue with a meter box. We are going to raise it up and make it flush with the sidewalk.

Supv. Berube asked are we going to have any parking issues over there with the contractor pouring concrete?

Mr. van der Snel responded no. I sent a letter to all the residents on Butterfly Trail asking them not to park on the construction side. They can still park in front of their homes as long as it is not on the construction side. It is only four or five cars parking there each week. We are also using cones marked with caution tape. The Soccer Club was training this week and I did not see any reservation form from them. Also, there was no fee with it.

Mr. Walter stated I do have an application for later consideration but it is not for the Soccer Club.

Mr. van der Snel stated the soccer club is training on the soccer field. I told them they had to go through registration. I was emailing back and forth with Ms. Tschinkel. I believe that is going to go over to October.

Supv. Berube asked which soccer club are you referring to?

Mr. van der Snel responded it is St. Cloud.

Supv. Berube asked did they just show up and take over the field?

Mr. van der Snel responded yes, for training. Also, the high school soccer club was there this week. I told them not to play on the field without a reservation. I explained to them the matter of liability and protocol.

Supv. Farnsworth asked out of curiosity, why would the high school come over here?

Mr. van der Snel responded their field was occupied by other sports, so they just decided to come to the soccer field here.

Supv. Farnsworth stated this is not something they will be repeating. St. Cloud is planning on doing it multiple times. This high school would not be an ongoing occurrence.

Mr. van der Snel asked if anything happens on the soccer field, who is liable?

Supv. Berube responded whether it is once or 12 times, it does not matter. Follow the rules. It may only be one time, but he did the right thing.

Supv. Farnsworth stated I am trying to show the contrast between the two groups which showed up.

Supv. Berube stated one is a paying organization and one is not. It really does not matter.

Ms. Carlo asked is there a possibility of maybe a sign which specified that?

Supv. Berube responded we have tried the sign before. In the middle of the night they tend to disappear. You spend more money for more signs. Soon they are set in concrete and then they are ripped out of the concrete. It's a good thought, but it does not work well.

Mr. van der Snel stated we have some concerns at Lake Shore Park. Things are broken because of vandalism. We had to take the message boards off for the Lake Shore Park restroom because they have been destroyed three times. We took the newspaper stand away because it became a hazard. I suggest we install cameras.

Supv. Farnsworth asked is it the stand close to the dog park?

Supv. Berube responded yes. Kids reach in and scatter papers on the ground. They break the door and make a mess.

Mr. van der Snel stated the Lake Shore restrooms are being vandalized more often. My suggestion is to put cameras up at Lake Shore Park. I calculated it to cost about \$1,800 for the cameras and an electrician to bring power to the pavilion.

Supv. Farnsworth asked are you talking about permanent cameras?

Supv. Berube responded the same kind of cameras we have at the boat dock.

Supv. Farnsworth stated those are permanent. At one time, we had cameras we were moving around. We do not have those anymore?

Supv. Berube responded no.

Mr. van der Snel asked does the Board approve of this? I do not think having internet will be useful because I will not monitor the cameras after hours. After an event, we can always look at what happened and where it is proactive for any vandalism to occur. The cost was estimated at \$1,800 because we need the electrician to get power over there.

Supv. Berube asked are we also installing motion sensor detector security lights too?

Mr. van der Snel responded we can do that, but they are \$50.

Supv. Berube stated if they are going to have power there, we may as well have lights.

Mr. van der Snel responded the main thing is we need the power for it. There is room for it. We are going to have a locked closet in the female restroom which will contain the DVR and screen.

Supv. Walls asked can we get lights into the structure itself?

Supv. Berube responded there is a light in the front and a light in the ceiling already. The kids break those lights and it becomes dark. The attraction there is the darkness.

Mr. van der Snel stated if we light up the pavilion, it will only attract people to the area at night.

Supv. Berube responded we are talking about two different things. The restroom area has lights. The pavilion does not have any. The suggestion is to install LED motion detector lights on both areas to deter vandalism in dark conditions.

Supv. Farnsworth stated they can still break the lights.

Supv. Kassel asked what if we had taller lights to illuminate the area at night, so that it was less attractive to vandals, not necessarily under the pavilion, but taller lights which are harder to destroy which light up the area? It is just a thought.

Supv. Farnsworth stated you just increased the challenge.

Mr. van der Snel stated you need to have a steel pole in concrete approximately 20 feet down.

Supv. Berube stated the LED motion detector lights are difficult to break. They are small, but extremely bright. They do not cost a lot of money. The kids will have to work hard to break them.

Supv. Kassel stated with regards to the streetlights, kids do not go along the street destroying them. I wonder if we had signs around the community which are relatively high up and difficult to deface, which state, *Surveillance Cameras in Action*, just so that it was clear to anyone who was around there that there are surveillance cameras, and maybe to help deter vandalism.

Mr. van der Snel stated I have been in contact with the Sheriff's Office and there is a no trespass rule at all CDD parks and amenities. They said we probably need signs indicating *No Trespassing* with a telephone number posted on it which will also be in place soon so every time the Sheriff comes they have the right to enforce.

There being no further discussion

On MOTION by Supv. Berube, seconded by Supv. Kassel with all in favor, improvement of security enhancements in an amount not to exceed \$2,000 in Lake Shore Park, specifically at the pavilion and the restroom facility, was approved.
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**viii. Consideration of Proposals for Resurfacing of Pool**

- a. SPIES**
- b. Poolworks**
- c. Bluescape Pools and Spas**

Supv. Berube stated show us the one missing proposal from Poolworks.

Supv. Kassel stated SPIES seems to have the most comprehensive plan, but I am not sure about that because each one was written differently.

Mr. van der Snel stated this is for the whole resurfacing process. I called them this afternoon because the proposal states, *Additional work to be performed*, but it is included in the price. \$2,990 includes the tiles, except for the small race lap tiles which do not need replacement. This is also for the wading pool and is only \$4,900. The other proposals did not include the wading pools. The wading pool needs resurfacing since it is rough as a result of the acid etching the surface. This is a plus if you add it all together. It is a competitive price and you get more for your money.

Supv. Kassel asked are all portions SPIES listed included in this Poolworks proposal?

Mr. van der Snel responded yes, but they defined it as different line items. They said we can do the pool resurfacing, but it is without the tiles. They specified it and went back to include LED lights which we do not need because we just replaced them. We only need one more to be replaced because the other two are done. If you go back to Poolworks, they also have a proposal for the grout and coping. The coping was high end. I would not touch the coping, but the grout is really damaged.

Supv. Berube stated the coping sits at the edge of the grout area, and then we have blue vertical tiles which are directly under the coping edge. I believe they are talking about the entire seamline.

Mr. van der Snel stated the coping is the first step when you get out of the pool, ng. They are going to cut the old grout and install new grout. Some of the coping is a little loose, and they are going to repair that. It is a little steep on price, but it is also a lot of work.

Supv. Kassel stated it appears no one else included this work.

Mr. van der Snel stated I asked them to, but they did not.

Supv. Kassel asked is Poolworks the only one which included this?

Supv. Berube responded, yes, but SPIES addressed it. They all stepped away from that because the work is difficult.

Supv. Farnsworth stated you have four options there.

Mr. van der Snel stated option four will not be counted because we already have the LED lights.

Supv. Berube asked would you bring up Poolworks again? I did not notice a warranty. However, I do see now there is a five-year manufacturer's warranty.

Mr. van der Snel stated the reason why Poolworks is my favorite, is that they do all our maintenance work right now. They are familiar with the pool. They do a good job. They are responsive. Also, with the warranty they are giving, I have the most confidence in them.

Supv. Berube stated I like the Poolworks proposal as well.

Supv. Farnsworth does anyone have any reason to go with someone other than Poolworks?

Supv. Berube responded the question becomes if we settle on Poolworks, are we going to do the whole job as proposed, the resurface of both pools and the coping?

Supv. Kassel stated it is \$29,090, plus \$4,900, plus \$7,770.

Mr. van der Snel stated it is a total of \$42,500.

Supv. Kassel stated it is more than the other two, however it includes more work. It includes the wading pool and the grout.

Supv. Berube stated everything in that facility is new and fresh and will match.

Supv. Kassel stated that is except for the lanes.

Ms. Carlo asked who selects the tile?

Mr. van der Snel responded the tile is going to be the same color as we have now.

Supv. Berube stated it is the same blue tile.

Supv. Kassel asked is this is for the pool? Is it for the tile in the pool, as opposed to the pavers?

Supv. Berube responded that is correct?

<p>On MOTION by Supv. Kassel, seconded by Supv. Walls with all in favor, the three Proposals from Poolworks, pool resurfacing in the amount of \$29,990, wading pool resurfacing in the amount of \$4,900 and grout for the big pool and wading pool in the amount of \$7,770 were accepted.</p>
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*The record shall reflect Supv. Bokunic is no longer on the telephone call.*

Supv. Berube stated this all needs to get over to Mr. Qualls to go to our standard contract, which you have seen. Do we have copies of the proposals? We can give them to Ms. Scarfone right now. If not, we can scan them to her. One piece of this is in this month's package and the previous one is in last month's package for Poolworks.

Supv. Kassel asked how far does this take us beyond our budget?

Supv. Berube responded if you are taking it out of the reserves, it does not.

Supv. Kassel asked does it come from the reserves Mr. Boyd?

Supv Berube responded it is repairs.

Supv. Kassel stated it is repairs, not replacement.

Mr. Boyd stated it would be coming out of that reserve allocation which you set aside.

Supv. Berube stated obviously once the contract gets done we will have to put some dates on it and talk to them. It will not take him long. Certainly, by November we will have the contract ready, after which you will have to talk to Poolworks and determine a timeframe, which is difficult to base on weather. Did they give you an estimate of how long?

Mr. van der Snel responded it will take at least 14 days. I am still going to try and get some discounts.

Supv. Berube stated probably early January is the best time. That is typically when it is colder.

Supv. Farnsworth stated I thought someone was going to be sending over the three totals. Somebody is taking care of that?

Supv. Berube stated yes. She has them on paper already because they were in last month's package, but they did not all make it in this month. It is done. Do not worry about it.

## **SEVENTH ORDER OF BUSINESS**

### **District Manager's Report**

Mr. Walter stated I have an item to bring before the Board. It is a request from the social committee to have food trucks on the first Wednesday of October. Since there is no fee involved, it needs to be approved by the Board. It does not follow the standard practice.

Supv. Berube asked where do they want to put these food trucks?

Mr. Walter responded they would like to put these food trucks at the Buck Lake parking lot next to the basketball hoops.

Supv. Farnsworth asked why is it they want to go there?

Supv Kassel responded Town Square is closed for use, and they want to be able to have their event.

Supv. Walls stated it is not our land.

Supv. Berube stated it is not our parking lot.

Mr. Walter asked whose parking lot is it?

Supv. Berube responded it belongs to the developer.

Supv Kassel stated we can tell them to do what they want. Perhaps they want to use the pavilion or volleyball court area.

Mr. Walter stated the participants will be mingling about, but they really will be talking about the trucks which is what they are concerned with.

Supv. Berube stated they can go in the parking lot, and the pavilion is all going to be residents. I do not think we need to issue them a usage permit for the pavilion. On a separate note, why is Town Square closed? Is it because of all the trees?

Supv. Kassel responded yes.

Mr. Walter stated they should probably contact the developer.

Supv. Kassel stated there was an event scheduled for September 16, 2017, which had to be cancelled.

Supv. Berube stated it is not a CDD-owned parking lot.

Supv. Kassel stated it had to be cancelled because of the situation.

Supv. Berube stated Town Square itself is not closed, but the inner workings in Town Square are because of the safety issue.

Mr. Walter stated in the vein of this item, I just want to remind the Board it is still our endeavor to try and move these reservation items out to the office here. We are still working in that vein. We really do not have our point of sale worked out, however, I want to reiterate it is our objective.

Supv. Berube asked are you going to move it to this office?

Mr. Walter responded yes.

Supv. Berube asked who will be doing the approvals?

Mr. Walter responded you will be.

Supv. Kassel stated I thought you meant we had put it in the CDD Manager's hands to generally approve these items because an understanding had been developed of what was and was not acceptable, and we were leaving it to you with any questions you would bring it to us. Are you rejecting that and throwing it back to us?

Mr. Walter responded no, I am not rejecting that. That is why I brought it up for conversation last time. One of the primary reasons it was at our office is because of cash being transacted, and handling cash is a problem, but now that we are getting a point where people can just swipe a card and do those transactions, for the ease of the residents it would be better to have it here rather than to have to come to our office to do those things.

Supv. Berube asked how is that easy since we do not have a card swipe capability here yet?

Mr. Walter responded our objective is to have that capability here and we are moving in that direction, unless the Board does not want to proceed in that direction.

Supv. Berube asked are you suggesting a square reader and feeding a Paypal account?

Supv. Kassel asked will Mr. van der Snel keep this?

Mr. Walter responded correct.

Supv. Farnsworth asked who would have that?

Supv. Berube responded Mr. van der Snel will have the authority.

Mr. van der Snel asked is the Board going to authorize me to handle money?

Mr. Walter responded no again, that is why there are credit cards.

Supv. Berube stated it will be a credit or debit card you run to a square.

Mr. Walter stated I do not recommend checks.

Supv. Berube stated everyone generally has a debit or credit card.

Mr. Walter stated we are getting to that world now where this is done.

Supv. Farnsworth asked are you saying if someone does not want to pay it that way they still cannot pay you by check?

Supv. Berube stated correct.

Supv. Farnsworth stated I think you have a legal problem if you make that stipulation.

Supv. Berube stated it is the policy. If you want to pay, this is the way it is. We cannot handle checks and cash.

Supv. Farnsworth asked are they unable to handle checks?

Supv. Berube responded he does not want to.

Supv. Kassel stated he is saying we do not have to.

Supv. Berube stated he has the same restrictions on cash handling as we do. It is a problem.

Mr. Walter stated again the biggest challenge has been a significant inconvenience for residents. That was why we brought this up. When they have to come over to us with a check, that is a burden. We are close, but not that close.

Supv. Berube stated I do not see it as a big deal. The problem with the square has always been reconciling that with Severn Trent in the checking account.

Mr. Walter stated right.

Supv. Berube stated you just need to work out how to handle it here. He currently uses a PayPal account, which is problematic at Severn Trent.

Mr. Walter stated right. We are continuing to work through that. Again, I would suggest for Mr. van der Snel, for example, that it would not be at any time during the day. We will do these transactions on Fridays or Saturdays at specific times.

Supv. Berube stated it is less of a hassle than residents having to go there or emailing paperwork back and forth. There is no doubt it will be an improvement.

Ms. Carlo asked will all that information be updated on the CDD Website?

Supv. Berube responded yes.

Mr. Walter stated again, I am bringing this up for conversation so it is not all thrust upon you at one time.

Supv. Berube stated that is one of the reasons we have been forced to separate from that support system over there, and we are going to forcibly separate ourselves from the support system at Celebration because we can handle it here. Did we not have a line item in the budget for petty cash?

Supv. Kassel responded I do not recall a line item for petty cash.

Supv. Berube stated I thought we had a petty cash line item. Perhaps I am wrong.

Supv. Kassel stated I do not remember ever seeing a petty cash and we do not have it on our balance sheet now.

Supv. Berube stated perhaps we did away with it.

**A. Financial Statements for August 31, 2017**

**B. Invoice Approval #209, Check Register and Debit Invoices**

Mr. Walter reviewed the financial statements, Invoice Approval #209, 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.

Mr. Walter stated your receipts are doing well and are at 102% of the budget. We do have an error in the financial report which speaks to the Davey contract and mulching. We will resolve that. That is not appropriate for August, but again we have some transitions going on between their invoices, and they are still hanging out there. Just to draw your attention, we did observe that issue. We have had Mr. van der Snel's review of the check register. We are good shape, so I would like to ask for acceptance of Invoice Approval #209.

Supv. Kassel asked if we look at the balance sheet, let me just get back to it. The balance sheet indicates we have a construction fund showing \$29,569. However, our statement of revenues, changes and fund balance, show \$28,977. There is a discrepancy there.

Supv. Berube asked what was the balance sheet amount?

Supv. Kassel responded it was \$29,569 and this is \$28,977. Also, we have a line item in here of *Construction in Progress* for \$34,592. I do not understand why it is called *Construction in Progress*. That was old and spent. It is construction which is complete, so why does it still appear here? Why has it not been shown as a finalized expenditure? Now we have a fund balance which should be what is remaining in that account at this point. In other words, this \$34,592 is for Blazing Star, and that happened a long time ago. Therefore, it should not appear here anymore. I do not know why it is, and then there is the problem of the fund balance.

Mr. Walter stated it is for the year. It is the year roll.

Supv. Kassel asked yes, but did we not spend it in the previous Fiscal Year?

Supv. Berube responded no I think it got paid this Fiscal Year.

Mr. Walter stated it is before my time.

Supv. Berube stated the difference in the two numbers you bring up is \$592, which is kind of an odd number.

Supv. Kassel stated it is not a lot of money.

Mr. Walter stated I understand the question.

Supv. Walls stated it is the liability on the balance sheet. Is \$592 due to other funds?

Supv. Berube responded that is the number right there.

Supv. Kassel asked what does that mean? It is in that column. Go back to the balance sheet at the front. Here we have the \$29,569, and here in liabilities we have \$34,592, so this needs to be removed and this needs to be balanced down to \$28,977.

Supv. Berube stated \$28,977 versus \$29,569, which gives you a difference of \$592. Why do they put it into *Due to Other Funds*?

Mr. Walter responded I will take it the accountant and get an answer. Would all the Board like to answer?

Supv. Kassel stated yes. Just include it in the next report. There are notes to the financials.

Supv. Berube asked do you read things that carefully? I read them carefully, but did not notice that one.

Supv. Kassel stated the reason I was particularly focused on that was because we have this project coming up and had certain Board members reluctant to spend the money, and I wanted to make sure what the money was.

Supv. Berube asked do you know we are going way over the top?

Supv. Kassel responded we have to spend it soon because it was a two-year spend.

Supv. Berube asked was it two years or three years Mr. Boyd?

Mr. Boyd asked what was the question?

Supv. Berube asked do you remember the \$100,000 trench from Parks and Recreation from the Bond refinance? Was that a two-year or a three-year spend?

Mr. Boyd responded I do not know.

Supv. Kassel stated I believe it is two years.

**C. Discussion of the Fiscal Year 2017 Audit**

Mr. Walter stated this leads us to the end of the year audit which will be coming up. It is a standard, *check the books*, type of an annual audit. Any insights or objects the Board members would like us to review in that audit procedure?

Supv. Berube asked Grau is doing it, right?

Mr. Walter responded yes.

Supv. Berube stated they have been the auditor of choice for many years. They seem to do a pretty good job.

**A. Financial Statements for August 31, 2017 (Continued)**

**B. Invoice Approval #209, Check Register and Debit Invoices (Continued)**

Supv. Berube asked are we motioning for the invoice approval?

Supv. Kassel responded no, because I interrupted with that, and then I had another question regarding the Orlando Utilities Commission. The OUC bill went from \$18,000 to \$7,000. If you want to go to that slide, it is one of the last OUC bills in the invoice summary, so it is an actual invoice from OUC. It is way down in the OUC. It went from \$18,000 to \$7,000.

Mr. Walter asked does this have to do with the purchase?

Supv. Kassel responded this is what I am thinking which is why I am wondering if our payment has kicked in, in some way. That was really my question. Has anyone noticed anything?

Mr. Walter stated this is excellent direction for the audit, a good rectification of the OUC.

Supv. Kassel stated it is about two-thirds of the way down the Invoice Summary, the account number ends in 7531 and you see the opening balance was \$18,000. That could have been more than one month. The current charge is a third of that. Even if it was two months, it is still much less. I did not look up the previous bill on this account.

Supv. Berube stated what you really need to know is the previous month so you can count these fixtures which are on Page 4, but based on this, something kicked in and reduced it possibly because of a delay in recording the payment.

Supv. Kassel stated I just wanted to bring it to our attention that something may have kicked in here.

Mr. Walter stated again, perfect thing to direct audit.

Supv. Farnsworth asked can I make a side request? Until the last few months, I am not exactly sure when it started, the agenda pages were all numbers. Suddenly, that stopped happening.

Mr. Walter stated the whole package was sequential? That is standard practice. I will make a note to recording.

Supv. Kassel stated it was the TEM System invoice.

Mr. van der Snel asked was it \$2,300? That is when lightning hit Buck Lake. It is an annual event. They had to replace the reader and the circuit board, plus the labor, as they had to analyze it because it is at the lake.

Supv. Berube stated there is a lightning rod sitting in the lake down there. It is called an aluminum dock.

Supv. Kassel stated one last item I have a question about. On the summary of Toho charges, there are two highlighted accounts. One is Zero Harmony Square Drive West and the other is 3400 Feather Drive Block even. I just was curious as to why they were highlighted. They are not the largest amounts and there is no note which details why they were highlighted.

Mr. van der Snel stated Feather Grass has been there for two or three months now.

Mr. Walter stated we can add a note next to it.

Supv. Kassel stated I guess we did not pay Waste Connections of Florida last month. Were they late in their billing or was it just a cyclic thing? It says we have two months of charges and there was a previous balance of \$307. That amount has increased. It used to be approximately \$200. It is a lot more expensive now. Is there an opportunity for another contractor?

Supv. Berube responded as a matter of fact, I wrote them a letter six or eight months ago and told them another entity in Harmony got a much better deal on a dumpster over what we were getting. I am referring to the Garden over there. I told them to fix this, at the very least eliminate the special surcharges. The response to the letter was *crickets*. They have the only game in town is the problem. I do not think we are contracted. We can probably change and get a different size dumpster, but we really do not have good space for that. We could change the dumpster and the frequency, and probably save some money, but it creates a problem with space.

On MOTION by Supv. Kassel, seconded by Supv. Berube with all in favor, the Financial Statement for August 31, 2017, Invoice Approval #209, the check register and debit invoices were approved.

**SIXTH ORDER OF BUSINESS**

**Topical Subject Discussion**

**A. Discussion of Sidewalk Cleaning Policy**

Mr. Walter stated you asked for a conversation about the sidewalk cleaning policy and the next one is we had the employee SOP.

Supv. Berube stated in view of the late hour, this one was your item regarding sidewalks. Can we table this one until next month?

Supv. Walls responded yes. I think if we have a sidewalk which is not in front of residential homes we maintain, we should have a cleaning schedule on it.

Supv. Berube stated we have some more information coming. You will have the first estimate tomorrow. We will have some more information about how we are going to clean sidewalks next month. We are going to look at a contractor price versus doing it in-house. We do not have the contractor price yet.

Supv. Kassel asked why is that?

Supv. Berube responded it has to do with timing.

Ms. Carlo asked can I read that on line?

Supv. Berube responded yes, it is on the Website.

Supv. Farnsworth stated that is a direct excerpt from the Website?

Supv. Berube stated we have a pretty good idea of what it costs to do in-house, but we do not have the contractor number yet.

Mr. Walter stated we will table the item.

Supv. Walls stated we need a schedule for it.

**B. Discussion of Policy/Scheduling of Workshop**

Supv. Berube stated we have an employee policy which is going to take some time. Do you want to schedule a workshop for next month for the employee policy directly ahead of next month's meeting?

Supv. Kassel asked can we make it for November if that is possible since I will not be here next month?

Mr. Walter stated what I also propose is to get the policy to you before the agenda. It will take some time. Do you have a draft? I do not believe there have been any changes.

Supv. Kassel stated I proposed some changes. I sent information to Ms. Burgess regarding changes which need to be addressed.

Mr. Walter asked do you know if it was done?

Supv. Kassel responded I know she received the changes.

Supv. Farnsworth stated people may have sent Ms. Burgess items which might be changed, but we had to review them before they go in there.

Supv. Berube stated send your suggested changes over to Mr. Walter.

Mr. Walter stated I think we have them already.

Supv. Kassel asked can you send changes to Ms. Burgess in response?

Supv. Walls stated I think it can be easier than that. We have the draft we were given. We have a workshop and will talk about those changes in there and you can make the changes we approve.

Supv. Kassel stated I already sent changes to Ms. Burgess approximately one month ago.

Supv. Berube stated please schedule a workshop in this room, two hours ahead of the November 30<sup>th</sup> meeting.

Mr. Walter asked with the change in personnel do you know how we are reserving this room?

Supv. Berube responded the new personnel will not affect this building yet. There is a contract for management on this building, which will remain in place. The new developer may change it, but right now we are good.

Mr. Walter stated we will schedule the workshop in advance of this meeting starting at 4:00 p.m.

## **EIGHTH ORDER OF BUSINESS**

### **Supervisors' Requests**

Supv. Farnsworth stated the only thing I want to bring up is the graphics update, at some point, with the engineer. You do not have to do anything. I just want to make sure we are still on track with doing it sometime soon.

Mr. Berube stated you and the engineer should get together and decide what to do.

Supv. Kassel asked are you talking about the pond?

Supv. Farnsworth responded no. All his graphics, which include the maps.

**NINTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Supv. Walls, seconded by Supv. Kassel with all in favor, the meeting was adjourned.

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Chuck Walter  
Secretary

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Steven Berube  
Chairman