

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 29, 2018, 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  
Ray Walls  
Kerul Kassel  
William Bokunic  
David Farnsworth

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary (via phone)  
Assistant Secretary

Also present were:

Bob Koncar  
Tim Qualls  
Steve Boyd  
Gerhard van der Snel  
Kristen Suit  
Alan Baldwin  
Daniel Finz  
Scott Feliciano  
Jason Miguez  
James Whitaker  
Residents and Members of the Public

District Manager: Inframark  
District Counsel: Young Qualls, P.A.  
District Engineer: Boyd Civil Eng'g  
District Staff: Field Manager  
District Manager: Inframark  
Accounting Manager: Inframark  
Field Services Manager: Inframark  
Landscaping Contractor: Servello  
Landscaping Contractor: Servello  
Landscaping Contractor: Servello

**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 the record will reflect we have a full Board.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

*Mr. Tyler Hornak* stated: Thank you to the CDD and residents of Harmony for allowing me to continue with the project here and being able to give back through the Little Free Library. Today I would like to confirm the location of the first library agreed upon. [*Mr. Hornak outlined locations on a map.*] It is between the sight lines of both houses & does not block their view. It is also a little to the right of what was originally discussed to allow for expansion by either the Girl Scout benches or trees.

*Supv Berube* stated: I do not have any problems with it.

*Supv Kassel* stated: We were going to go to the left where there is a wider area, but the thought was if it is just the library and a couple of benches, it is wasting the big space. Maybe we could do something more with the big space later, and also to have behind one or other of the houses directly in the sight line might be objectionable to them, so we put it in the middle to be accessible to the sidewalk. We can still put benches there leaving the bigger area open for development later.

*Mr. Hornak* stated: It is going to be about two feet back from the sidewalk to not create an obstruction when using the sidewalk and easy access to walk towards it.

*Supv Farnsworth* asked: Is the setback going to be gravel, or is it going to be grass?

*Mr. Hornak* responded: The plan is grass; but if you want a stepping stone or two, I can.

*Supv Farnsworth* stated: I am just asking what the plan was.

*Mr. Hornak* stated: The plan is grass.

*Supv Kassel* stated: We can always ask for a couple of stepping stones.

*Supv Farnsworth* stated: If you leave it grass it is probably going to get destroyed if people start using the area. It should be something to walk on.

*Supv Kassel* stated: It is not going to have that much use.

*Supv Berube* stated: The Girl Scouts were going to donate a bench and I think it is still in the works. If we are going to put a bench to the side of this and we notice the grass is a mess when we pour the concrete slab for the bench we can expand the concrete slab a bit.

*Supv Kassel* stated: There are areas where there are benches in the grass and the grass seems fine in those areas.

*Supv Berube* stated: I am in favor of going with the grass, and if we do not like the way it looks down the road we can address it then. For those in the audience who do not know what you are looking at, it is a Little Free Library which is a National movement where the Scouts and other interested parties build the boxes, put them up in communities and people donate the books that stock the library; take a book, leave a book, or whatever you want to do. This is the first I have found in about a 30 mile radius, the next closest one is in Taft, Florida by the airport. This has been going on for about six months and we are at the fruition where it is going to get installed on Saturday. This is end result of Mr. Hornak's hard work on his Eagle Scout project.

*Supv Kassel* asked: Do we need to vote on the acceptance of this?

*Mr. Koncar* responded: If it is going to be on District property the Board may want to show they have accepted it for the record.

*Mr. Qualls* stated: Plus the young man can have it for the record that he came here and got the Board to approve his concept.

*Supv Kassel* stated: Before we do that, let us hear about the second one.

*Mr. Hornak* stated: When I approached the Eagle Board about the project they wanted me to expand the scope of the project by making two Little Free Libraries. I initially came to you to see if there was interest for a second library and there were some mixed opinions. I looked for other options and went to a church that seems very receptive, but last week they backed out which leaves me in a situation. My hope is with the size of Harmony it would be beneficial to have two on opposite ends, especially in the high density townhome area. I thought of a couple of positions in that location for a second library. It could be on a temporary basis and we would not pour the concrete in yet. If down the line we see that it is working we could pour the concrete and secure it at that time. The first idea was behind the townhomes close to the park and a covered seating area. We thought it was an ideal location with the structure already around it to have a nice reading area in addition to the library. The second was by the pool as there are also seats there. There is a light post right next to the location to avoid the vandalism issue that was brought up previously. This location is close to the pool, benches and seating areas. There is a lot of tree coverage and shade in this location as well.

*Supv Berube* stated: The first location is in the park with the fence around it and it would be at the east end of the park. There is no light there.

*Mr. Hornak* stated: There is not, but my thought was if the other items had not been vandalized it would not be an issue there. The second location has the light right over it.

*Mr. van der Snel* asked: Does the CDD own that piece?

*Supv Berube* responded: No, that is the other problem. The only spot in the townhome area where we own the land is the second one.

*Supv Farnsworth* stated: I had a more favorable reaction to the second one.

*Mr. Hornak* stated: There is a nice shaded sitting area and the light.

*Supv Berube* stated: I am okay with it.

*Mr. Hornak* asked: Would it be okay on a temporary basis to see if the second library fits the community?

*Supv Berube* stated: I am okay with it.

On MOTION by *Supv Kassel* seconded by *Supv Farnsworth*, with all in favor, the permanent installation of the first Little Free Library, at School House Road, and the temporary installation of the second, in Ashley Park near the pool at the locations presented at the meeting, was approved.

*Supv Berube* stated: The motion carries; and you will be busy on Saturday.

*Mr. Hornak* stated: I look forward to getting them installed.

*Supv Berube* asked: What are you doing for a project next year?

*Mr. Hornak* responded: College.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes**

**A. February 22, 2018 Meeting**

On MOTION by *Supv Kassel* seconded by *Supv Farnsworth*, with all in favor, the February 22, 2018 meeting minutes were approved, as amended.

**FOURTH ORDER OF BUSINESS**

**Subcontractors Reports**

**A. Landscaping**

**i. Servello Grounds Maintenance Report**

*Mr. Miguez* stated: We are working our way out of the winter schedule and this coming week we will be moving to cutting all of the St. Augustine common ground areas on a weekly basis. A lot of the weed cleanup and heavy detailing is what we have been occupying our time with.

*Supv Farnsworth* stated: On your report, the ones checked are completed, correct?

*Mr. Miguez* responded: Yes, sir.

*Supv Farnsworth* stated: The ones colored gray are those you intend to complete by the end of the month.

*Mr. Migués* stated: In the upcoming month, we are going to complete those. This past week we changed out the annuals to Durango Marigolds which is something Mr. van der Snel and I came to a decision on, and I hope you are happy with them.

*Mr. Feliciano* stated: For the additional items we can go by line item on those.

*Supv Farnsworth* stated: There are three new proposals and one with an invoice.

*Mr. Feliciano* stated: The older one was revised. Mr. van der Snel and I toured all of the tree installations for the stump removals and we made some corrections. The proposal went down a few hundred dollars.

*Supv Farnsworth* stated: There is a disconnect between what the proposal shows at \$25,140 and the invoice at \$25,830.

*Mr. Feliciano* stated: She has to make the corrections and we will have to resend it.

*Supv Farnsworth* asked: Did anybody notice it?

*Supv Berube* responded: I am not sure what you are looking at.

*Supv Farnsworth* stated: The top line on the invoice says total for the original proposal \$25,830, but if you go to our copy of the proposal it is \$25,140.

*Supv Kassel* stated: There is a credit/discount.

*Supv Farnsworth* stated: No credit shows up on the original.

*Supv Kassel* stated: No, go to the invoice.

*Mr. Feliciano* stated: It says less discount \$690.

*Supv Kassel* stated: Less \$690 and the deposit. How much is \$25,830 minus \$690?

*Supv Berube* responded: \$25,140.

*Supv Kassel* stated: Exactly.

*Supv Farnsworth* asked: Is that where the \$25,140 comes from?

*Supv Berube* responded: Yes.

*Supv Farnsworth* stated: OK; I was only looking at the top number.

## **ii. Servello Supplemental Work Proposals**

### **a. Replace Athletic Field & Park Sport Turf - \$50,632.50**

*Mr. Feliciano* stated: This is the sod proposal which includes fill-ins and rolling the field.

*Supv Kassel* stated: We redid Blazing Star Park twice in the last year and a half and now we are looking to do it a third time in 18 to 24 months. We spent a lot of money last time and now we are looking at another \$13,200. It is the same with the soccer field, it has been redone as well, and now we are looking at \$37,000. Is there a more permanent solution to this rather than spending \$15,000 to \$20,000 per year to maintain these fields?

*Supv Berube* responded: I had the same thought. We are not hosting a soccer league here. I do not think we have had any requests to use the soccer pitch this year, so why do we need professional soccer type grass on a pitch that largely gets played on by football players, kids playing baseball and everything else? Clearly they do not care what is under their feet because they are using it now and it is terrible. The second part of that is the Blazing Star field is the same way. It receives a ridiculous amount of traffic of kids not playing soccer, but we are putting soccer type grass down and maintaining it like a major league baseball field. I am going to ask the same question she was leading to.

[*The record will reflect Supervisor Walls has joined the meeting.*]

*Supv Berube* asked: What is another type of grass that is amenable to abusive traffic and maybe okay for kicking a ball around on?

*Mr. Feliciano* responded: No turf. Bermuda is probably the toughest turf and is why a lot of people go with it. What you have with football and everything else is going to be wear and tear. You cannot do St. Augustine. It is very temperamental and the same with Bahia. My suggestion would be to hold off on that expense until you can determine if the fields are going to be mainly used for soccer fields, which they are not. Maybe we can over-seed some of the areas or block off the fields for a month so we can heavily fertilize them to build up some growth and maintain what you have to limit the expense of switching out turf. Bermuda fields for football or soccer is a recurring expense if they are played on all the time.

*Supv Kassel* stated: We do not mind a little expense. We understand there is maintenance and upkeep with the wear and tear, but to spend \$20,000 a year to maintain the grass in these parks does not make sense.

*Supv Berube* stated: Both of them looked pretty good until we got into last fall's special over-seed with potentially the cheapest Rye grass you could ever buy which just wiped it out. I think without that we would be having a different conversation at this point. I am completely in favor of some special treatments, not necessarily painting it green because we have been down that road with landscapers before. If you think you can make it amenable and have it acceptable, it is a better investment than spending another \$50,000.

*Supv Kassel* stated: It depends on how much the treatments are.

*Supv Berube* asked: Are we talking huge amounts of money?

*Mr. Feliciano* responded: No, just some fertilizing and working with Mr. van der Snel for some additional watering to push the growth. Maybe flagging it off and keeping it closed for a week or two so we could water in the fertilizer. We cannot do aggressive weed control because of the temperature, but we can do some spot weed control.

*Supv Walls* stated: You got to where I was going to go when I saw the cost in the package.

*Mr. Whitaker* stated: There really is no alternative to Bermuda. No other turf can tolerate the abuse and that is why they use it in sports turf. We can do top dressing which is normal for sports fields, and doing some additional aerating will help also since it gets so compacted and has a hard time recovering. Between top dressing, aeration and additional fertilizer you will push it. When you get into professional fields they have people on them every week doing something, whether it is fertilizing, top dressing, aerating, it is a high maintenance turf, unless you are not using it for competition or anything like that.

*Supv Berube* stated: As you know there is still some discussion going on with the previous landscaper; it is not finished yet. If we were to say yes and spend this money we would be spending our money not theirs. You do not want to spend anyone's money foolishly. There are no professionals playing on this at this point, and never will be. We have a bunch of kids and some adults which is why the parks are there. What are the thoughts on the timeframe and cost to do the improvements you just mentioned?

*Mr. Whitaker* responded: It is not something you are going to do one time and get the results from it. We would want to put it on some type of upgraded program and with a high maintenance program for Bermuda you would probably be looking at an additional \$5,000 per year. You have to bring in soil, rollers, and aerators.

*Supv Kassel* stated: Maybe you can send us another proposal of what you suggest - how often you are going to treat it and what the cost is going to be so we know for sure and do not approve something we do not have a handle on yet.

*Mr. Whitaker* stated: We will put together a program that is a little more aggressive for the sports turf.

*Supv Kassel* stated: In the meantime, is there anything that can be done within the contract to make it look any better than it does now?

*Mr. Miguez* responded: I think the work is due on it next month. We will get you some numbers together for it.

*Supv Berube* stated: It is the time of year where things are really going to spring here and the problem is if it does not get any treatment now we are going to spring as many weeds as we will with good growth. I would be inclined if he is pretty sure on the \$5,000 to get a detailed proposal next month, but have you start soon.

*Mr. Whitaker* stated: I can get you a detailed proposal within the next week or two.

*Supv Berube* stated: The problem is we cannot vote on it until the next meeting.

*Supv Walls* stated: I think I am with you in that regard. I do not want to spend \$40,000, and if we are in the \$5,000 range to throw in some type of treatment plan, I am okay getting started. If it does not meet our needs once the proposal comes in, we can adjust.

*Mr. van der Snel* asked: Would the \$5,000 be for both locations?

*Mr. Whitaker* asked: How big is the other location?

*Mr. van der Snel* responded: One is 24,150 square feet and the other is 8,000 square feet.

*Mr. Whitaker* stated: The extra cost is not going to be so much in the treatments because you do have that in the contract for the fertilization and so forth. It is going to be the aeration, top dressing, rolling and extras like that. Mr. Feliciano did make a good point in what they typically do with athletic fields is they will close it down for a little bit so it does have some recovery time. You do not want to aerate, top dress and do everything and then the next day people are on it playing.

*Supv Kassel* stated: We cordon it off, but it does not mean people always obey.

*Supv Berube* stated: I am in favor of having them get started now and give us a detailed proposal of where it is going to go. \$5,000 is a small amount of money and far better than \$50,000. I think we need to get ahead of this.

*Mr. Feliciano* stated: It will mainly be top dressing on a regular basis and aerating it.

*Supv Farnsworth* stated: \$5,000 is an estimate. Would there be a not to exceed of \$6,000?

*Supv Berube* responded: I think a not to exceed of \$5,000.

*Mr. Whitaker* stated: Let me work the numbers; I am throwing a ballpark number out right now.

*Supv Berube* stated: If you would start with whatever is part of the contract immediately, and as soon as you can get a solid proposal send it over so we can contemplate it and be ready to discuss it.

**b. Replace Miscellaneous Community Sod - \$39,669.50**

*Supv Berube* stated: For this sod replacement we have done it two or three times already. If we say yes to this, it is going to bring the sod throughout the contracted area up to standard everywhere. Is that correct? Is that the intent of this?

*Mr. Feliciano* responded: Yes.

*Supv Berube* stated: When it is all done we should not be looking at any bad areas of sod.

*Mr. Feliciano* stated: That is correct.

*Supv Berube* stated: That is with the exception of irrigation concerns which I think we have a good handle on after your meeting last month.

*Mr. Feliciano* stated: We are addressing it with Mr. van der Snel as we see it. Obviously, we are in the hot weather stages so we are going to see some drought issues. It is not going to be perfect, there are going to be some drought issues. Mr. Miguez and his team are going to take a picture of those issues and send it to Mr. van der Snel.

*Supv Berube* stated: The bottom line is if we replace all of this sod, except for irrigation issues, we are going to look at green sod throughout.

*Mr. Feliciano* stated: Yes.

*Supv Farnsworth* asked: What is included here? Does it include all the little dead or low growth areas between the sidewalk and the road?

*Mr. Miguez* responded: Yes, it is all being proposed. It is not going to be where it is patchy throughout and you are throwing pieces of sod. The whole area will be taken up and new sod installed.

*Supv Kassel* asked: Is the big dog park, the park off of Primrose Willow?

*Mr. Miguez* responded: Yes.

*Supv Kassel* stated: There is 5,200 square feet of sod. That is Bahia in there.

*Mr. Miguez* stated: I am sorry, it is the one off of Cat Brier.

*Supv Kassel* stated: It is the area outside of the dog parks.

*Mr. Miguez* stated: It is a mixture of everything - dead grass, Crabgrass, Bermuda grass.

*Supv Berube* stated: We have replaced sod in that general vicinity multiple times. We are going down this road again without something happening such as soil remediation because something is wrong there. It always goes dead.

*Mr. van der Snel* stated: We were digging a trench across from the office because we wanted to add a rotor and it was beach sand. The soil is black where the sod is and if you shake it off there is no dirt on it. My main concern is, and I told the previous vendor also, all of this sod replacement should have new soil underneath it. I know it is going to increase the cost, but to have this succeed we need water and I will get Servello a printout of all the zones and the times of when it ran so irrigation wise we are covered. The main problem is a lot of the sod does not have the right base; it does not have the right soil. You will see it when you open it up, it is sand. I can water the new sod for an hour, but it will go straight through the sod. We need to have a soil base.

*Mr. Miguez* stated: I understand putting in soil and would recommend it for the high compacted areas. For a lot of the sod if you are cutting it out the right way at three to four inches with a machine you are going to have a nice even base. The other important thing for new sod installation is you have to have some type of muck or sand base to the sod when you buy it. Some of the companies try to go cheaper and use cheap sod where a lot of the root system under the new sod is exposed. With the dog parks you are always going to have traffic.

*Supv Kassel* stated: The area that is bad outside of the dog park does not get a lot of traffic.

*Supv Farnsworth* stated: People do throw a football and stuff around out there.

*Supv Kassel* stated: Not much.

*Supv Berube* stated: The problem is the base because you can see it. I think you have heard the concern and somebody needs to watch that as the sod comes out and goes in. If you think the base is going to be a problem we need to have that discussion. I realize that is short notice, but you cannot just throw more sod on a known problem area and have it go dead after looking green for five or six months. We have been down this road over and over again in this area and there are probably a few other areas that do the same thing, but that one is very prominent because everybody can see it. Now you know, you are the experts, you watch it and if it needs soil we have got to fix the soil.

*Mr. Feliciano* stated: It is a hard base, but you have trees and everything by those areas. It is something where we say if this gets approved we get out and drive these areas to confirm it is a hard base area and instead of going back in with sod why don't you expand your plant beds you have nearby and cut down on the expense and fill in the area.

*Supv Kassel* stated: This is a big open field for this particular area and we do not want to close it in. If the problem is that there is a lack of nutrients in the soil, is it feasible to leave the existing sod there as a base?

*Mr. Feliciano* responded: You never want to install sod on top of sod; it needs to be installed on top of soil. For one, you do not know if the old sod has insect or fungus activity. Some of the existing sod has Bermuda sod mixed into it so you want to take up all the old sod and let it be soil when you install it.

*Supv Berube* stated: The big dog park we are talking about is 5,200 square feet. If all 5,200 square feet needed soil remediation, meaning an inch or two of soil, how much would it cost?

*Mr. Feliciano* responded: On average you are looking at one ton per 100 square feet and soil is about \$50 per ton plus delivery.

*Supv Berube* stated: You are aware of the concerns there and probably some others. You will be monitoring some of this to know of any problems. A couple of thousand dollars for soil is within Mr. van der Snel's authorization to spend. Let us hope we do not have to remediate any areas, but I think we will. I am in favor of accepting this sod proposal to bring all of our turf up to standard. Is this the time to be putting it down?

*Mr. Feliciano* responded: Yes and no because of the weather. I would prefer to put it down before June and July when we get into the rainier months.

*Supv Berube* stated: We are getting into April and it is going to take a couple of weeks to order sod, so we are probably looking at the end of next month before we are ready to proceed.

*Mr. Feliciano* stated: It would be sometime in May. Obviously we would have to go through the areas first, cut everything out and get it prepped. Once it is prepped Mr. van der Snel's team has to go behind to make sure there are no broken heads or anything and make the necessary adjustments before we put the soil in.

*Mr. van der Snel* stated: Before you cut it out, my irrigation guy needs to be notified and we will flag all the heads so they are not broken.

*Mr. Feliciano* stated: We are talking about installation with a machine so accidents do happen. What is good about the flags is it limits the amount of breaks you have because we can see where the heads are.

*An unidentified* speaker asked: Would this be staggered at all? Would everything go out, then the sprinkler heads and then the new sod goes in?

*Mr. Feliciano* responded: It would be a process of flagging the heads first, then the removal of sod, then sod installation, followed by checking the sprinkler heads.

*The unidentified speaker* asked: Would all of the areas be done at the same time? Or would it be from area to area?

*Mr. Feliciano* responded: We will probably break it down to four quadrants. We do not want to take all the sod out of an area knowing we might not be back in there for two weeks.

*Supv Farnsworth* stated: They do not have the manpower to do it all at once, so they have to plan it out.

*Mr. Feliciano* stated: Even sod farms will not do everything at once.

*Supv Kassel* stated: Sounds like we are going to be going into June; which is already pretty hot and difficult for sod to make adjustments.

*Mr. Feliciano* stated: The worry with June and July is the rainy season. Everyone thinks rain is terrific for new sod, but it is not.

*Supv Kassel* stated: That is why I am concerned with spending \$40,000 plus soil and it is not good conditions for sod installation.

*Mr. Feliciano* stated: If you do it in sections you can forecast it.

*Supv Walls* stated: I am going to move approval because there is never a perfect time to do it.

*Supv Berube* stated: It is always too wet, hot, dry or a hurricane.

<p>On MOTION by <i>Supv Walls</i> seconded by <i>Supv Farnsworth</i>, with <i>Supv Walls</i>, <i>Supv Farnsworth</i>, <i>Supv Berube</i>, and <i>Supv Bokunic</i> voting aye and <i>Supv Kassel</i> voting nay, the Servello proposal #597 was approved.</p>
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*Supv Berube* stated: Mr. Koncar you will need to contact Servello to get an invoice for the required 40% draw.

**c. Remove & Replace Miscellaneous Trees - \$17,825.00**

*Supv Berube* stated: We seem to have a lot of leaning trees and I will agree that is true. I am not sure all of the trees need to be replaced. A couple may, but we have had leaning trees for a long time and rather than replace them we may be able to do some remediation or staking which has been done in the past. Until the entire tree project is done, let us hold on most of this estimate. I appreciate the detail you have put into it so far, the exception being the one on Goldflower; it is dead and broken off.

*Supv Kassel* stated: There are a couple of those.

*Supv Farnsworth* stated: One on Beargrass.

*Supv Walls* stated: In front of my neighbor's house.

*Supv Berube* asked: Is it on this?

*Supv Walls* responded: It is on the last page.

*Supv Berube* stated: I am in favor of pulling those two out and replacing them and putting everything else on hold if the Board is in agreement.

*Supv Kassel* stated: \$800 seems like so much money for a tree.

*Supv Berube* stated: There is a high demand for trees lately. Is everyone in agreement with replacing those two trees and holding on the rest?

[*The consensus of the Board is yes.*]

*Mr. Feliciano* stated: What we will do is send it as a separate proposal, but it will be revised because you do have some Oak Trees in stock and one Sycamore so you will just be paying for the removal of the trees.

*Supv Berube* stated: The rest of it goes on hold until the rest of the project is done.

*Supv Kassel* stated: The rest gets a proposal for staking.

*Mr. Feliciano* stated: On some of them you have to be extremely careful because they are leaning so far you are going to have to cut the roots. Once you cut the root from an established tree, the chances of survival are minimal. I know Mr. van der Snel and his team were able to push some of them up because they were young trees. A lot of the Sycamores are older trees and with the roots exposed, as soon as you try to pull it back the other way you are going to snap some roots.

*Supv Walls* stated: Some of these are big trees.

*Supv Farnsworth* stated: Some of the others look young.

*Supv Berube* stated: We should take care of the dead ones at this point and we will get into the leaners down the road.

*Mr. van der Snel* stated: We have a tree we cut off that needs to be replaced.

*Mr. Feliciano* asked: Can you send it to me? Is it a Live Oak?

*Mr. van der Snel* responded: Yes.

*Supv Farnsworth* asked: Was that part of Hurricane Irma or something else?

*Mr. van der Snel* responded: Hurricane Irma.

*Supv Farnsworth* asked: If it was part of Hurricane Irma was it not included in the other proposal?

*Mr. van der Snel* responded: It was missed.

*Supv Berube* asked: Anything else for Servello?

*Mr. van der Snel* responded: Mr. Miguez and I were looking at The Estates entrance and how we can give it a bit more color. We had the idea to put annuals in front of the sign to give it a better look. It would be 400 annuals that we would implement into the annual plan going from 1,600 to 2,000 quarterly.

*Supv Berube* stated: You are suggesting an addendum to the annual contract.

*Mr. Miguez* stated: He had another idea of a low lying hedge or something along those lines, something that will look nice and be permanent. The annual was a more colorful thing, but would be reoccurring.

*Supv Kassel* stated: I can see each neighborhood asking why The Estates get annuals.

*Supv Berube* stated: The Estates also pays \$6,000 a year in CDD fees.

*Supv Kassel* stated: So?

*Supv Berube* stated: If I lived there I would want my entrance to look nice. It does not look nice regardless of the neighborhood and the fees; it looks terrible. It is the only neighborhood we have that has an entrance to it and I do not think we have really taken care of it.

*Mr. Feliciano* stated: There is another proposal we were talking about with some other plants with a bit more color that we can submit.

*Supv Walls* stated: I think I would rather go that route just because the annuals die. Maybe get something nice that is permanent.

*Supv Kassel* stated: Or at least will last several years.

*Mr. Feliciano* stated: That bed due to the debris from the grass in front of it, always seems to fill up with weeds and is always wet. Whatever we put there, we would want to mulch it. How much deer traffic do you get back there?

*Supv Walls* responded: A good bit.

*Mr. Feliciano* stated: It has to be something the deer do not like and there is only one plant, which is Society Garlic.

*Supv Kassel* stated: Society Garlic does not like being wet.

*Mr. Feliciano* stated: I will build it up the mound, dress it up with pine bark and I think you will be fine.

*Supv Berube* stated: Send it over for next month.

## **FIFTH ORDER OF BUSINESS**

## **Developer's Report**

### **A. Discussion of Land Swap**

*Mr. Berube* stated: Nice to see you, it has been a few months.

*Mr. Shoopman* stated: It has been a long time.

*Supv Berube* stated: Let us talk about a couple of things. We have some old business in two areas, number one being the land swap involving BL-1, as well as the land donation which we tabled last month because we needed the Engineer's Report regarding the maintenance. I think we have seen it and we are already maintaining those lands. I would like to settle as much as we can on those two. I think the land donation is first and there is a signed Quit Claim Deed in the package. If the Board approves I would like to accept the land donation.

*Supv Farnsworth* asked: Is that the wetland?

*Supv Berube* responded: Yes. I will look to Counsel to ask are we okay with accepting this donation / dedication? Do we need any agreement for this six or seven parcel donation that has been discussed many times?

*Mr. Qualls* responded: We reviewed the legalese and it is fine and I believe the Engineer also provided a memorandum. I am here if you have any questions.

*Supv Berube* stated: We can accept the dedication and move on with life.

*Mr. Qualls* responded: The dedication, absolutely. *Mr. Shoopman* and I worked through it several months ago in anticipation of this.

*Supv Kassel* stated: There was one document that I did not get a good enough look at; it was what the maintenance obligations are on the conservation areas.

*Mr. Boyd* stated: I looked into that and it is summarized in the memorandum that I issued. I went back to the original permit and it shows that when the CDD was named the owner for the stormwater system, it was named owner and operating entity of the wetland and conservations areas and those areas were never deeded over to the CDD. As far as maintenance obligations, the permits state one very general requirement. It states: *“Special Condition #11 - a maintenance program shall be implemented for the preserve, wetland and buffer areas on a regular basis to ensure the integrity and viability of the conservation areas as permitted. Maintenance shall be conducted in perpetuity to ensure the conservation areas are free of invasive and exotic vegetation as outlined by the Florida Exotic Pest Plant Council at the date of permit issuance.”*

*Mr. Shoopman* asked: When was the permit issued?

*Mr. Boyd* responded: 2001.

*Mr. Shoopman* asked: Has there been any maintenance since then?

*Mr. Boyd* responded: The bottom line is the last part says *“immediately following maintenance activity there should be no more than 5% vegetative cover of nuisance species and 10% on average of the total coverage”*. Having been on property since then and looked at the wetland and conservation areas from the perimeter you meet that requirement. Again, it has been the CDD’s obligation since the permit was issued; the CDD just has not taken any action on it.

*Supv Berube* stated: We have not hit the 5% threshold and you tell us that.

*Mr. Boyd* stated: That is correct.

<p>On MOTION by <i>Supv Berube</i> seconded by <i>Supv Kassel</i>, with all in favor, the land donation from the Developer, as previously disclosed in several meetings and included in the agenda package, was approved.</p>
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*Mr. Koncar* stated: For audit purposes we need some type of estimate on the fair market value for the property.

*Mr. Boyd* stated: No problem.

*Supv Kassel* asked: Why does it say HOA parcel on page 73 of the agenda.

*Mr. Shoopman* responded: It is the garden and then the storage lot is further back.

*Supv Kassel* stated: I am just wondering why it says HOA.

*Mr. Shoopman* stated: The HOA has the agreement with the CDD to oversee it.

*Supv Berube* stated: There will be an agreement with the CDD, that will be the next step. The second piece is the land swap BL-1 and all of that. My understanding is you have put it on hold awaiting further development from the County.

*Mr. Shoopman* stated: Yes. Is the report ready from you?

*Mr. Boyd* responded: I previously provided a statement, it was not a formal report, but a statement there is no impact to the CDD's drainage facilities. The land dedication associated with the pond on the right was much larger than it necessarily needed to be for the purpose of the pond, so there is no negative impact to the CDD from a drainage standpoint.

*Supv Berube* asked: Where do you stand with taking this?

*Mr. Shoopman* responded: I need to go to the County with a couple more documents that I need to finish assembling and see if they will accept the swap, meaning that it is a legal, fee simple swap in their eyes. I need another month to do my own due diligence on that. So I request that it be tabled.

*Supv Berube* stated: If you want to bring it forward next month contact Mr. Koncar prior to the cutoff date to get it on the agenda. Either way, with or without you going forward on BL-1, we are going to get the strip down to the lake. Is that correct?

*Mr. Shoopman* responded: Yes, the intent here is not to block access. One way or another you will have access to the lake.

*Supv Berube* stated: You brought a lot of paper.

*Mr. Shoopman* stated: This is Plat J.

*Supv Berube* stated: Plat J is the next step in the Over 55 community moving to the east.

*Supv Kassel* stated: Northeast of Plat I.

*Supv Berube* stated: It is 91 lots. It has gone through Inframark and there is no impact to the product use plan or anything for the debt. This is a revenue neutral acceptance.

*Supv Kassel* stated: For the audience East Lake is what it has been known as for the last few years. Before we accept this do we have to discuss things like streetlights?

*Mr. Shoopman* responded: The plan is already approved that was submitted by Starwood. It meets the dark sky requirements with a certain type of lighting. I have not yet actually chosen the fixture though.

*Supv Kassel* stated: It is going to be on you to install those lights and incur any cost associated with that.

*Mr. Shoopman* stated: I am not to that point yet so I cannot speak to that.

*Supv Kassel* asked: Do we not need that information to approve it?

*Supv Walls* responded: We are not putting out any capital for that.

*Supv Berube* stated: Historically, what we have done in the last four or five neighborhoods is we cooperate with OUC, get it all done and it goes on the CDD account. Starwood has written a check for the capital cost of the lights, but the remainder for the maintenance and all of that comes on board our budget. The capital cost, installation and all of that has been handled by the developer.

*Supv Kassel* stated: That is what I am checking.

*Mr. Shoopman* stated: I will go on record saying we will do that.

*Supv Berube* stated: The paperwork I saw from OUC and you was the standard because that is the way it has always been.

*Mr. Shoopman* stated: It was set up prior to us closing so I have not done much with it and do not know all the detail about it.

*Supv Kassel* stated: I just wanted to make sure Mr. Shoopman knew that was the way it worked and if he was onboard with that.

*Supv Berube* stated: He has it in an email somewhere; he just does not remember.

*Supv Farnsworth* asked: Is the approval letter what we are discussing?

*Mr. Shoopman* responded: Yes, sir.

*Mr. van der Snel* asked: Is there still a dog park projected?

*Mr. Shoopman* responded: I do not have any common area in this plat; so no there is not a dog park in this particular plat.

*Supv Kassel* stated: The area for the dog park was on the left side of the road on the way to Cat Lake. There is a traffic circle there & the current route into Cat Lake is in the midst of those lots.

*Mr. Shoopman* stated: It is north of that off the roundabout, not in the lots.

*Supv Kassel*: [Pointed out an area on the display map where it was said the dog park would be placed.]

*Mr. Shoopman* stated: I do not own that land; it is owned by Fusilier.

*Supv Farnsworth* stated: Somebody pulled a fast one; not you.

*Mr. Shoopman* stated: It is all part of the access to the Club for weddings and receptions to get down to Cat Lake to the wedding facility.

*Supv Kassel* asked: The entire area, not just the roadway?

*Mr. Shoopman* responded: Yes, the tract is about six or seven acres. The northern boundary, the dark solid line, is our ownership line. The dashed line above it is the edge of the wetland. In between that will be the pathway to access Cat Lake which every resident has perpetual access for regardless of Mr. Fusilier owning it.

*Supv Berube* stated: He has control of that zone, but not control of the lake.

*Mr. Shoopman* stated: Correct.

*Supv Kassel* stated: You have ownership of the lake.

*Mr. Shoopman* stated: Yes.

*Supv Berube* stated: So much for the dog park.

*Supv Kassel* stated: Apparently.

*Mr. Shoopman* stated: We will find room in K and L for them.

*Supv Berube* stated: That is a good answer.

*Mr. Shoopman* stated: I am putting two dog parks in the first park at Harmony West. I think there is a need, I just do not see a place for it here.

*Supv Kassel* stated: Residents are going to hold you to that; it is on record.

On MOTION by <i>Supv Kassel</i> seconded by <i>Supv Walls</i> , with all in favor, the acceptance of Plat J was approved.
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*Supv Farnsworth* asked: Before you leave can you tell us a little about the new one?

*Mr. Shoopman* responded: There has been a lot of misinformation going around about this new development. Somebody got our CDD documents for our formation and when you look at those documents you authorize the maximum amount of debt that you may possibly use. We authorized a lot of money that we are ultimately not going to end up using. Someone went through the report and thinks we are going to have assessments of several thousand dollars per year on each lot which is not the case. The maximum assessment will be about \$1,000 per lot per year. We are under construction in Phase 1A which is 134 units and it should be done around August. The balance of the property is currently in for redesign with Osceola County.

*Supv Farnsworth* stated: Your Phase 1A.

*Mr. Shoopman* stated: It is a mixture of 40, 50 and 60s all front load. The pinkish area is our first park where it will have the two separate dog parks.

*Supv Farnsworth* stated: The road looks like it is going to go out to the other portion of some future development.

*Mr. Shoopman* stated: I would call this the first half. The second half is on the back side.

*An unidentified speaker* asked: Do you have any detailed plans for the second park that is between the two canals?

*Mr. Shoopman* responded: That is where our recreation facility is going to go - clubhouse, pool, tot lot, splash pad, etc. We will have a second one for the second half of the development.

*Supv Berube* stated: It is amazing how a different look at things turns into a completely different design sometimes.

*An unidentified speaker* asked: Are there any plans for a retail space?

*Mr. Shoopman* responded: [Pointing to an area on the display map] This piece is earmarked for future commercial. We do not know when it is going to come or what it is going to be, but for now we are going to let it be. I do not know if you have heard, but the segment northeast sector of the connector road they were looking at to put through this piece of property has been found to be not feasible for probably the next seven years. The only piece they are building is the Osceola Parkway extension.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Engineer**

#### **i. Maintenance & Monitoring of Conservation Parcel Deed-4**

*Mr. Boyd* stated: I do not have anything to report. I was asked to look into a question about a sidewalk. Do you want me to address it at this time?

*Supv Kassel* responded: From soup to nuts if you would.

*Mr. Boyd* stated: I was asked to look into the CDD sidewalk that abuts the back of the lot at 3108 Dark Sky Drive and what I have discovered is the sidewalk was constructed when Schoolhouse Road was constructed as part of the overall infrastructure. It is in the tract that includes the landscaping, street trees and the sidewalk. The back of the sidewalk traditionally defines the boundary; the parcel boundary that became Neighborhood F. Neighborhood F was later replatted to create the lots at the CDD boundary between the private lot. The CDD tract never changed. In looking at the pins that were put in the field to establish the lot corners, it appears the lot corners are on the sidewalk by about six inches on one side and ten inches on the south side. Based on that,

my assumption, at this time, is when the sidewalk was built when Schoolhouse Road was built, it got formed slightly beyond the actual CDD line, not just on that lot, but maybe on some of the other lots as well. The question came up because the lot owner wants to build a fence. The issue does not impair the ability to build the fence because the lot actually may extend a few inches onto the sidewalk.

*Supv Berube* stated: We are talking about the houses directly across from the school where you now see a white plastic fence, a house without a fence, and then another house with a plastic fence. The whole setup of the fences in that area has been the subject of some consternation with the HROA and the Design Committee on where the fences need to be. Several mistakes were made there and in the course of all those discussions it was brought up that the house furthest to the south on their plat map shows that their land goes under the sidewalk which is what Mr. Boyd is speaking of. We have an encroachment there, but the sidewalk was there before them.

*Mr. Boyd* stated: The sidewalk has been there since the road was built and that was well before it was platted. When the homeowners bought the property a survey would have been done at that time that would have shown the same issue as an existing condition. The bottom line is it does not inhibit a fence going up. The homeowner owns all the land up to the sidewalk and possibly over the sidewalk by a few inches. There is no concern about the ability to physically build a fence. I understand it may be an issue between the homeowner and HOA, but I cannot address that. The only thing I can offer is to contact Mr. Rick Brown, the surveyor, and have him recheck the corners to see if they really are where the pins are. He is pretty accurate so I would be surprised to find there is a difference, but we can have it checked.

*Supv Berube* stated: Somewhere along the line I saw a plat map and it shows the CDD sidewalk as being called out for being over; so, when they bought the land, they knew the sidewalk was there.

*Mr. Boyd* stated: That is what I am saying.

*Supv Farnsworth* stated: It is not that unusual; mine is that way, the pin is in the sidewalk.

*Supv Berube* stated: You asked for this information.

*Supv Kassel* stated: I was contacted by the homeowner who expressed displeasure that they were not allowed to put a fence up to the sidewalk as their neighbors had been. That is not an issue I can address, but also mentioned that the CDD sidewalk was on their property by six inches or so and could I look into it so I made the request.

*Supv Berube* stated: It is the battle of the fences. It is going to get ironed, but has gone on far longer than it should have. The Design Committee has taken a firm stand. The history of it is the first fence to the north, closest to the school, got put up with the permission of the developer. The developer did not look at any of the rules and just said yes and the homeowner abutted the fence to the sidewalk. Then on the other side, closest to 192, those owners put up a fence just like that one, but their mistake was they did not ask for permission to put up the fence and got a violation from the HROA saying you cannot have your fence because you did not ask for permission and by the way, when you do ask for permission you have to move it back 30-inches because there is a 30-inch setback rule. While all of that was going on the people in the middle asked to put up a fence and want to do it like the two on either side abutting the sidewalk. This has been going on for six months and has been one difficulty after another. I think the Design Committee is going to have to be overruled to say we have fence up over there and one up over there, if you force the people in the middle to set it back 30 inches it is going to look stupid. The Design Committee says it does not matter that is the rule. Sometimes you have to be pragmatic and use common sense rather than abide by the rules.

*Supv Farnsworth* stated: You have a precedent set, rule or not, and that is the problem.

*Mr. Boyd* stated: The only other item is the follow-up on the swale behind Neighborhood F. It has been reworked by Junior Davis and it looks good. There is some trash in the inlet that is construction debris going in the curb inlets in Neighborhood F and bubbling up in the inlet in the swale. I do not know if, from a CDD maintenance standpoint, there is occasion to remove a top from a grate and remove some of the debris from time to time.

*Supv Berube* stated: We have had that problem in the swale on the other side; we just have to plan to go in a couple of times a year to clean them out.

## **B. Attorney**

*Mr. Qualls* stated: There are four items on the agenda you received, and I will quickly go through those.

### **i. Confirmation of TOHO Easement Agreement**

*Mr. Qualls* stated: We have heard no objections, so this one is done.

### **ii. Employee Handbook Salary Range Update**

*Mr. Qualls* stated: The salary range is something the District Manager is working on.

### **iii. Residential Sidewalk Issue - Sanders**

*Mr. Qualls* stated: We just talked about this.

### **iv. Conservation Parcel Deed-4**

*Mr. Qualls* stated: You have already accepted the conservation parcel. There are some additional items I would like to cover which are follow-up items. Number one is the encroachment of the pool onto the CDD easement. We have sent a letter informing the landowner of what the Board decided and asking if a survey has been done so we can determine the extent of the easement and all of those things. Two other things to talk about, one is the PoolWorks contract and the last I have is the Davey issue. With PoolWorks, a final invoice has not actually been sent by PoolWorks per the contract. The reason I bring that up is that is what would trigger the Prompt Payment Act and it has not occurred. We did some research and the law is that you can actually withhold 150% of what you think the cost is going to be to address those concerns. What the contract says is the work needed to be done to satisfaction of the District and what the case law says there is the evaluation of the work must be exercised in good faith, meaning you cannot pretend you are dissatisfied in order to not make a payment. The law says it is an honest expression as to whether the party is satisfied and a fair and candid investigation must take place. I think you are genuinely not satisfied with the work that was done and evidenced by the fact that you had another contractor look at it. What would be nice is if we could get a contractor to say the work was not completed to an industry standard. If that is true and it was not completed to an industry standard then that is further evidence of your dissatisfaction because of course you would want it to be completed to the industry standard.

*Supv Berube* stated: I think we have that.

*Supv Walls* stated: It is on the proposal.

*Supv Berube* read: “*When inspecting pool tile there was a lot of tiles not leveled to the top of the coping. To fix this situation we will have to removal all tile in the gutter line section and reinstall new tile. We will also need to remove the plaster material in the gutter section and reapply plaster in this section.*”

*Mr. Qualls* stated: What I am saying is if I can get an affidavit from somebody inspecting to say this work we are telling you needs fixed was not done in accordance to industry standard. Right now it is

subjective; it was not done to your satisfaction. If we had another contractor saying it was not done to industry standard it would further belie your dissatisfaction; it not 100% necessary, but it would be nice if we ever had to go down the road of having this dispute resolved.

*Supv Berube* stated: Let us talk about reality at this point. We owe PoolWorks \$20,000 on a \$40,000 contract; if we agree to pay it. We have another estimate from another pool contractor that has looked at the pool. This contractor says it will take \$19,224 to fix the mess PoolWorks left behind. We have almost eaten up the entire \$20,000, we are \$766 away. Do we send a letter to PoolWorks stating: “*We are going to send you a check for \$766, with a release. We want a release from you. We are not going to go after you for any more than this, and you are not going to come after us for any additional payment; somebody else will fix the pool.*”?

*Mr. Qualls* responded: Not exactly. Here is our opinion: Notify PoolWorks that this was not completed to your satisfaction and therefore you are entitled to withhold up to 150% of the cost to fix that. Being that there is not 150% to withhold you are going to withhold the remaining. That then triggers the right, according to your Rules of Procedure, for PoolWorks to petition your Board for a hearing. You give them enough notice to come in and state their case. I believe once you have done all of those things you have exhausted what the District can do and then you move on. We can send the initial letter, but it would be nice to see if we can also talk to that contractor about the industry standard and what else we can put in there. I think you are clearly within your legal right, even under the Prompt Payment Act, to withhold the remaining amount. Then you have to decide what you are going to do to try to get it fixed.

*Supv Berube* stated: First, we have to get out from under, because we do not know what PoolWorks is going to do. Whatever action we take, we need them to release us or try to get them to release us.

*Mr. Qualls* stated: You are just saying you did not do the job to our satisfaction and we are not paying it; they do not need to release you.

*Supv Berube* stated: They can also sue us for the remaining payment.

*Mr. Qualls* stated: They first have to come to a hearing before this Board and then they can try to turnaround and sue. First of all, your contract, which was really well drafted, says it has to be done to your satisfaction and it is not. What I am thinking ahead of is if we are in front of a judge what can we show to say this is not just my client saying we are not going to pay you because we do not want to have the liability; this work really was not done in a satisfactory manner.

*Supv Farnsworth* asked: Is there any documentation or photographs?

*Supv Berube* responded: We have dozens of pictures.

*Supv Walls* stated: To me there are two routes, one is we get it fixed whether we use this company or if you are comfortable with this company after you talk to them, it needs to be fixed. The second thing is dealing with PoolWorks. It is a totally separate issue in my mind. Number one we get it fixed and number two we go back to tell PoolWorks the work was not done correctly. If we get an affidavit great, if we do not it is still not done correctly and we go down the route of saying we are not paying you because you did not earn it. Do it at the same time and get it done not paying them \$766 because we may get into this work and find there is additional work needed to fix it.

*Mr. Qualls* stated: You could technically hold back \$30,000.

*Supv Berube* stated: I agree with you about getting the work done, but I do not think we want to do it at this time because the pool is busy now and if we shut it down people are not going to be happy. We shut it down initially in the winter. Why don't you send the notification to PoolWorks, let them know what we are

doing and why, and then if Mr. van der Snel will contact BlueScape to see if you can get a document that says, after their inspection, they believe it was not done to industry standards.

*Supv Walls* asked: What is the length of time for the work to be done?

*Mr. van der Snel* responded: Probably ten days to two weeks.

*Supv Farnsworth* stated: It does not say that here.

*Supv Berube* stated: It could go longer. You are talking about lifting all the coping, ripping out the tile, redoing the gutter, and going back three rows on the pavers.

*Mr. van der Snel* stated: They will not have to drain the pool completely which is a plus.

*Supv Berube* stated: I would rather do it later down the road when people are not going to yell about the pool being out of commission.

*An unidentified speaker* asked: Did you not say the person who gave you the second estimate indicated in writing that it would take \$19,000 to correct the mess that has been done? Is that not contractually a legal document from them even though they may not give you an affidavit? Did they sign the estimate they gave you?

*Supv Berube* responded: No. I understand what Counsel wants; something for when you go before a judge from another contractor to say it was not to industry standards. Saying it was done lousy is different from saying it does not meet commercial pool industry standards.

*Mr. Qualls* stated: It is not a necessity to do that because what the contract says is subjective - must be completed to the satisfaction of the District Manager and the District. I am saying it would be nice to bolster that with a statement from another contractor saying this was not done to industry standards. Either way we are on solid ground.

*Supv Berube* stated: He may or may not want to do it; all we can do is ask. The point is we have to roll here, we have been two months.

*Mr. Qualls* stated: We can notify PoolWorks, if not by tomorrow, by very early next week. The last thing is Davey. They sent a letter to the District saying you owe more money and we sent a letter back saying no actually you owe the District money because of set offs. I think we concluded that Davey owed the District around \$46,000 after we took away what we owed. The vast majority of the District claims as to what Davey still owes you have to do with damaged turf. They have already laid the seed to argue that they did not have control of the irrigation. Our opinion is you have grounds to pursue a breach of contract against Davey for missed maintenance and damage done to District property. It is probably going to come down to a battle of the experts. Was it Davey that destroyed the sod, or was it that Davey did not control the irrigation? We are looking for direction as I do not think you want to leave this hanging out there. Your options are to try to negotiate more with Davey, although it seems that step has been taken, you can prepare the Breach of Contract documents and send them as a draft to get them back to the table. You can move forward with a lawsuit, but what this Board has to decide is what your cost is going to be to do that. How much are you willing to spend to collect the \$46,000? At the end of the day when you go in front of a judge or a jury, it is out of your hands at that point and it is going to be somebody making that decision for you. Our advice is to see if you can get Davey to step up, do as much as you can, but if you want to move forward with litigation we can prepare that just realizing that no one wins in litigation except the attorneys.

*Supv Berube* stated: The bottom line is Davey regurgitated all this stuff that came up initially. There were bills that did not belong to us; they belonged to the HOA and developer. As they pulled together their

evidence they said we owed \$92,000 and we can easily take out \$40,000 to \$50,000 as wrongly billed or double billed mistakes. They may have a claim on their side once you get down to the hard wire and arguments that we owe them \$50,000. It is our claim and documentation that says no, Davey owes us \$46,000. The two side's initial claims are about even.

*Mr. Qualls* stated: You can argue that, but they are ignoring the contract that allows you to take setoffs. There is no basis for the \$50,000 in our opinion.

*Supv Berube* stated: I get it, but we have to be pragmatic here. We are going to spend a good amount of money if we are going to go to court. Flip the coin. I heard what you just said, but what are you telling us to do?

*Mr. Qualls* responded: My recommendation would be to have us prepare a complaint, but not file it, and then reach out to Davey to say look "*our client is a government and has a duty to do what the contract requires*". They will go through the calculations you are going through on what is our cost of defense on this and hopefully you can find someplace in the middle on this. We both recognize if we go the litigation route no one will win except the attorney's, maybe you can get Davey to agree to what the right legal thing is and to pitch in more towards those offsets.

*Supv Kassel* asked: Have they agreed to pitch in anything? Do you think they will actually agree to pitch in anything?

*Supv Berube* responded: Yes, because the venue is here and I am sure they do not have Counsel on retainer here.

*Mr. Qualls* stated: It is important to the people who elected you to show you have exhausted all your options. I do not want to say you will be able to collect on this guaranteed; nobody can make that guarantee, but you are doing the steps that a Board would do in the normal course.

*Supv Berube* stated: You are the lawyer and I think we have to take your advice. This is going to come down to negotiation and you typically ask us to appoint one Board member to deal with you in these negotiations type things. Are you going to get to that point?

*Mr. Qualls* responded: I think it would be wise and save time if you wanted to have a liaison.

*Supv Berube* asked: Who would the Board like to appoint?

*Supv Walls* responded: I would not mind doing it.

*Supv Kassel* stated: Thank you Supervisor Walls.

*Supv Berube* stated: Works for me.

*Mr. Koncar* asked: What do you think the cost benefit breakdown is for the District in terms of what you think the legal expense may be? Where would be the breakpoint? If we could get \$25,000 of the \$46,000 is that a good number?

*Mr. Qualls* responded: I do not want to speculate on that, but I think the costs are very minimal to try to bring it in for a landing and get all the parties to sign an agreement. Again, I do not know that it will happen.

*Supv Berube* stated: I think if they came up with a check for \$25,000, most of us would be pretty happy.

*Mr. Koncar* stated: That was my point because if this goes full term to court, you could spend easily the money you get back and even if you win, you lose.

*Supv Berube* stated: It is hard to believe they would want the public thrashing that it would create with them going to court over a quality of service issue; never mind the cost behind it. I think we have to go down the road, it is just sitting there and nobody is doing anything, but it is a potential obligation for us and an obligation for them. They are probably waiting for some action as we have been and nobody is moving so I think we have to move.

*Mr. Qualls* stated: Your Board has documented the concerns. The manager walks through those with Servello who also documented those. Obviously, this Board thinks the irrigation plan is effective, but all of that being said, everybody knows litigation is the nuclear option, the option of last resort.

*Supv Berube* stated: You have your direction and your liaison and away we go.

*Mr. Qualls* stated: Unless there are questions that is all I have this evening.

*Supv Farnsworth* asked: What about the sidewalk issue?

*Mr. Qualls* responded: The Engineer covered that.

## **C. Field Manager**

### **i. Facilities Maintenance**

*Mr. van der Snel* stated: Good evening. You have received my reports. Are there any questions or concerns?

*Supv Farnsworth* responded: I want to hear your update on the Weather Station problem.

*Mr. van der Snel* stated: The Weather Station is becoming quite a problem. It is an internet problem with the router and modem not communicating. I have been on the phone with Sprint and the router manufacturer many times resulting in a lot of time lost, but still no solution. Sprint recommended I order a certain router which I did today that will be in on Monday and we will give it a shot. At the boathouse Sprint only has two bars and it is very hard to have a modem with two bars. We installed a magic box that went from two to four bars, but now it will not communicate at all. It has been a long tedious process; believe me I want to get it solved. The Weather Station is a great idea and a lot of residents look at it. I am all for it and want it to work.

### **ii. Facilities Usage Records**

*Mr. Farnsworth* asked: Is everyone happy with the Boat Use records the way they are now?

*[There being no discussion, the next item followed.]*

### **iii. Resident Submittals**

*[The monthly highlight reports are contained in the agenda package and are available for public review in the District Office during normal business hours or on the website.]*

### **iv. Pond Maintenance**

*Mr. van der Snel* stated: The Hydrilla is responding. As you can see in the picture, the tops are bleaching out. The cold snap did not help, because you want to grab it when it is growing; but it is definitely working. In another six to eight weeks we will know more.

*Supv Kassel* asked: What was the second pond?

*Mr. van der Snel* responded: Between Feathergrass and Middlebrook. The ponds are very low right now, so we have no way of telling how it will evolve.

[*Topic discussion complete.*]

[*First supplemental Topic.*]

*Mr. van der Snel* stated: There was a slip and fall at the basketball court. We have worked it out and pressure washed the whole basketball court, but I have also noticed the court is in need of a new surface. I have a quote that is not on the agenda. I just want to know what the Board feels about it before I go the road of resurfacing the basketball court.

*Supv Farnsworth* asked: Is it a blacktop type?

*Mr. van der Snel* responded: No, it is a colored top. They sand off, equalize it and put two coatings on it. The last coating will have the lines.

*Supv Berube* asked: What is the coating?

*Mr. van der Snel* responded: A slip resistant paint.

*Supv Farnsworth* stated: A resin of some kind.

*Mr. van der Snel* stated: I want to know how the Board feels about resurfacing it. I have two quotes one for \$5,000 and one for \$11,000.

*Supv Farnsworth* asked: Is resin what they originally put on?

*Mr. van der Snel* responded: No, it is just paint.

*Supv Berube* stated: If you will remember when we did that it looked like a really good deal. There was cooperative agreement with the developer and that went in and something else went in, and as soon as it went in we knew there was a problem. The first time it rained there were puddles that were an inch deep because it was never leveled. When you do a court outside the high point needs to be the center. There was no high center; in fact it was the low point. We had ponds all over the place. The guy was not going to come back to fix it and we knew at some point we were going to be redoing it. He brought up the most important thing and that was they are going to grind it to make it flat; it is the key to the resurfacing and no ponding.

*Mr. van der Snel* asked: Can I continue with this?

*Supv Kassel* responded: Get us some quotes and we will see what they include.

*Supv Farnsworth* asked: Did you say you already had two?

*Mr. van der Snel* responded: Verbal quotes.

*Supv Berube* asked: Why do you suspect there is such a variance?

*Mr. van der Snel* responded: I have no idea. I asked the guy who quoted \$11,000 and he said he was putting in two basketball hoops. It is a \$6,000 difference. I still have to investigate it a bit more; I just wanted to know how the Board feels about it.

*Supv Berube* asked: Is the guy who did the rubber mulch around the pools one of them?

*Mr. van der Snel* responded: He was the \$11,000 quote.

*Supv Berube* stated: He is going to paint it rather than put a rubber surface on it.

*Mr. van der Snel* stated: He did not go into the specifics. I just needed some prices.

*Supv Kassel* asked: Mr. Koncar, do you know of other CDD's with outdoor basketball courts that are fully exposed and if there are contractors they use that they would recommend to us?

*Supv Farnsworth* responded: The tennis courts are probably the same way.

*Mr. van der Snel* stated: That was the first quote; he is a tennis court specialist and also does basketball courts.

*Supv Berube* stated: Mr. Koncar will check into it and get you some additional ones. The surface is bad and needs to be redone.

[*Topic discussion complete.*]

[*Second supplemental Topic.*]

*Mr. van der Snel* stated: I have a question about the filter grids for the pool. I know it is a pending situation, but we really need new filter grids because I do not want it to damage the filter pump. I would like to suggest getting another contractor to change out the filter grids because they are damaged from all the acid washes.

*Supv Berube* stated: BlueScape is saying you have 38 filter grids at \$18 apiece. If we buy them from him he will put them in for \$200. It is \$884 installed.

*Mr. van der Snel* stated: It is the regular price and every year it has to be done. Obviously, PoolWorks is not going to do that for us. It needs to be done so I am going to get a contractor.

*Supv Berube* stated: I do not think you have used BlueScape before, but you might as well give them a shot.

*Supv Kassel* stated: Just for that.

*Supv Berube* stated: He called it out separately because he knew it needed to be done as well.

[*Topic discussion complete.*]

[*Third supplemental Topic.*]

*Mr. van der Snel* stated: Concerning pools, the Florida Health Department came for the spring inspections. It was a new person who was very tedious, but we rated A+ again.

[*Topic discussion complete.*]

[*Fourth supplemental Topic.*]

*Supv Berube* stated: Brittan Arnold got his certification from MaxiCom.

*Mr. van der Snel* stated: It is for a Field Technician. It means he can mostly do the MaxiCom work in the field and I am going to prepare him for the software part.

*Supv Berube* stated: The hopeful part is that we do not have \$5,000 from RainBird.

[*Topic discussion complete.*]

[*Fifth supplemental Topic.*]

*Mr. van der Snel* stated: As new vendors/realtors come in they all want access cards. I have gone through a lot of them and I do not see the realtors again. Is it an idea to charge them \$10 for an access card?

*Supv Kassel* asked: Do you issue them guest cards?

*Mr. van der Snel* responded: Vendor cards.

*Supv Berube* asked: How long are they good for?

*Mr. van der Snel* responded: Until I deactivate them. The cards disappear and I would like to charge them \$10.

*Supv Kassel* stated: We have a \$10 fee for renters.

*Mr. van der Snel* stated: Or if a card is lost.

*Supv Kassel* stated: We are not going outside our rules if a realtor or vendor wants one or already had one and is looking for a replacement.

*Mr. van der Snel* stated: I do not think it is in the rules.

*Supv Farnsworth* stated: Vendors are not specifically addressed, but replacement cards are.

*Supv Berube* stated: He is getting a lot of new people coming in wanting a card, then they disappear and somebody else comes in wanting a new card.

*Supv Kassel* asked: Do we have to go through a whole revision of policy to address the issue? Is there an easier way of dealing with it?

*Mr. Koncar* responded: If it was done as a rule then you have to go through amending the rules; that is the 60 day notice and hearing.

*Supv Walls* stated: To that end, vendors were never contemplated for having an access card. Why would we give them one?

*Mr. van der Snel* responded: To show the pool.

*Supv Walls* stated: You can see the pool from the outside. There are a lot of issues with handing out cards and you do not know when or how they are using them.

*Supv Kassel* stated: It might be awkward or inconvenient to give them a card they have to bring back.

*Supv Walls* stated: Remember, this place is basically sold out; there is not much going on.

*Supv Berube* stated: The simple answer is, “no cards”.

#### **v. Bass Boat Procurement Quotes**

**Opion a: 2018 Tracker P170 - \$14,656.34**

**Opion b: 2018 Tracker 1860CC - \$15,783.84**

**Opion c: 2018 Tracker P175TF - \$19,224.00**

*Supv Berube* stated: We discussed boats last month and it brings up a couple of interesting things. You saw some pictures and quotes. A boat with a 40 hp gasoline engine, trailer and all of that sells for about \$15,000. When you try to buy the boat without the engine you cannot take the whole value of the engine off, it does not work that way. Ultimately, if you want to buy a bare boat you are going to spend \$9,116.80 plus the freight and prep, so it is \$10,000 for a boat with no engine. The rest of the stuff you see added is what we put on to conform to our lake - the electric outboard, the batteries, charger, labor, battery trays and all the miscellaneous and you are back to about \$15,000. I spoke with the developer, and I should have asked again

while he was here, but he is fine with gasoline engines on the lake. The “electric-engine-only” restriction is disappearing.

*Supv Kassel* stated: It may or may not be the case; because the County may not support us in gasoline powered boats being allowed on the lakes since it was presented in the original plans. The more we appear in front of the County to make that request, to have them adhere to what they promised, the more likely we are to have no gas powered boats on the lake; except for emergencies.

*Supv Farnsworth* asked: Who is trying to change the policy?

*Supv Kassel* responded: The developer.

*Supv Farnsworth* asked: The new developer?

*Supv Berube* stated: Yes. Why I bring it up is, if we buy the boat without an engine, we will spend \$10,000 for the boat. We have a brand new Yamaha engine.

*Supv Kassel* stated: I do not want gas engines for regular fishing in Buck Lake.

*Supv Berube* stated: We have a brand new gasoline engine sitting on the little boat we no longer use for ponds, because we have changed the way we do it. The engine is bought, paid for, and would go right on the back of this boat; and save the \$5,000 or so for the engine.

*Supv Kassel* stated: Absolutely not.

*Supv Berube* stated: We put gasoline engines on the lake.

*Supv Farnsworth* asked: Have you been using gasoline engines on the ponds?

*Supv Berube* responded: Yes, on the ponds when that boat goes in.

*Supv Walls* stated: Putting a gas engine on and sending people out is way different than sending people out with an electric motor. Most people are not going to be able to handle it if they have not had a boat before. I would not do it.

*Supv Berube* asked: Why is it different? You have a key and a steering wheel.

*Supv Walls* responded: You get into trim issues; you have to know how to handle the boat. I have seen people run boats onto shores and do all kinds of things. You do not want to do that. The second thing is just the nature of the boats we are talking about. They are different than where we were going at the last meeting. The bass boat we have is not a consoled boat; it is basically a Jon boat with some bench seating. These are true bass boats with consoles, and the problem with that is you want the space for fishing, without the center console; some platform on the front and possibly the back, but that is about it.

*Supv Berube* stated: You want to go more toward the Jon boat side.

*Supv Walls* stated: Yes, and staying away from gas engines.

*Supv Kassel* stated: Buck Lake is very shallow; and the first issue is going to be the turbidity caused in the lake; and secondly, people are probably going to be getting stuck all the time.

*Supv Berube* stated: This is why we have discussions. Head for the Jon boats or similar.

*Supv Walls* stated: I can help if you would like.

*Mr. van der Snel* stated: That would be nice.

*An unidentified speaker* stated: In my experience with the stabilization of Jon boats, they are so light if you get one person shifting around you are going to have somebody overboard pretty easy.

*Supv Walls* stated: When I say Jon boat I mean more of the utility-type like the bass boat we have now.

*An unidentified speaker* responded: It bothers me a little because I want to keep the lake electric if we can, but it is not going happen. When they get the houses built off of 192 they are going to put a boat ramp in there, they are going to put docks in and they are going to have gas boats. You are going to have gas boats all over it because it is a fresh water lake that has not been fished a lot. My concern is we do not own the lake and it would be great if we could somehow get it so you could control what happens on it. Right now it is a pristine.

*Supv Walls* stated: If they put gas boats in it is going to ruin it; compared to what it is right now. They are not going to give up ownership of the lake.

*The unidentified speaker* asked: Is it on the record that they are not going to build a boat ramp?

*Supv Walls* responded: They are going to have access for the people who live there.

*The unidentified speaker* stated: Once the boat ramp is built it is going to ruin it.

*Supv Kassel* stated: That is why we have to go to the County and request that they do not allow gas powered boats on that lake.

*The unidentified speaker* stated: Their attorney will shoot you down. They own the property; you cannot deprive anybody of the economic value of their asset. All we can hope for is the venture capital people will listen to anybody who might talk to him.

*Supv Kassel* stated: All I can tell you is I had a conversation with Mr. Fred Hawkins and one of his County people, who said “*get us whatever documentation you have on no gas powered boats on the lake and we will do our best to try to help achieve that*”.

*The unidentified speaker* stated: They will try to do that, once they go to court. The reason I say this is I am from Ohio and we had 800 acres next to my house that was simply there. A developer bought the land and decided they would pay no attention to resolutions or zonings. They built a big golf course and went bankrupt, and then another developer bought it and built whatever they wanted. Our Board of the township got three lawyers involved and the bottom line was the judge said you cannot deprive them of the economic value of their property just because you do not like what they are putting on it.

*Supv Kassel* stated: We can try or we can just say it is going to happen and do nothing. I would try the first course of action rather than the second.

*The unidentified speaker* stated: You should try. The way you will have good access is have everybody in the community sign a petition.

*Supv Kassel* asked: Can we count on you to start it?

*The unidentified speaker* responded: I am leaving for Ohio next week and will not be back until November.

**vi. BlueScape Proposal - Pool Repair - \$19,224.00**

*[Topic addressed previously under the Attorney’s Report.]*

**SEVENTH ORDER OF BUSINESS**

**District Manager’s Report**

*Supv Berube* stated I have a couple of comments. You sent us an update with the first being about the Servello contract for landscaping noting it does not match the contract. We got a spreadsheet and we need to get Servello to breakdown their invoices to show separate invoices for extra work and a monthly invoice for the

normal contract amount. I would agree with that, but however, our monthly budget has been off now for months and remains off. If the invoices are coming in from Servello in such a way that your people cannot figure it out and put them in the right line item, somebody new at Inframark needs to read the invoices. This is not a Servello problem, it is an Inframark problem.

*Mr. Koncar* stated: We had a discussion about that and Mr. Alan Baldwin can address it a little more. We have to go back into your financials and make those corrections on the line items to make sure they are consistent with the invoices. Part of the problem is the way we are getting the invoices when they are coded to your different line items. In one case you have no expenditures in the line item and over in another.

*Supv Berube* stated: You will not have anything on the mulch because it has not hit yet. The fact is, when you have a contract line item, the budget should be right on the money all the time, unless we make an amendment to the contract. We have not amended any of the contracts and we have one line item that is off by \$33,000. It just should not be, and it needs to be fixed. It is a minor thing, but to tell us we need to get Servello to fix the invoices, come on; really?

*Mr. Koncar* stated: We are going to work with Servello because we need some help from them as well, but we have talked about it and it is one of the reasons Mr. Baldwin is here. We are going to work it from our end and get it taken care of for your next meeting.

*Supv Berube* stated: The next rolls into the streetlights. I see you have asked OUC for an audit of all the bills and everything. That is great. The problem is we are going to be waiting for OUC to schedule that audit sometime next year because that is how fast OUC works. Next, are the off-roll collections. We have asked this before and we are asking it again: when did this Board change from developer owned lands being collected by the CDD to go on the tax rolls? I am saying we have not. We asked the question and you gave us 15 lines explaining that it is all going to work out great, but your own policy says: “*the billing and collection methods for District assessments must be approved by the Board of Supervisors and communicated through the District Manager.*” This is a major change that did not go by this Board. The next line states: “*more than one method of billing and collection may be used provided that the use of an alternative method is authorized by the Board.*” That is a little bit of a stretch to apply to this; but the fact is, the policy written by Severn Trent for how we collect our fees has to be approved by the Board, and nowhere in your words here can I see where you said the Board changed something.

*Mr. Koncar* responded: When I went back to research it we looked at the minutes and worked with Mr. Moyer. Mr. Moyer said he looked at the Bond Indenture and looked at the fact that there was no developer funding agreements in place, in the event those properties were sold. He wanted to make sure the District collected the money. He directed her to put it all on-the-roll because his concern was you were going to go into the new fiscal year, you were not going to have an agreement with a developer on the off-roll collections and if they got sold the District would be protected, in terms of the collection. That is why it was switched to on-roll. When I look back at the resolution, the resolution did not say it was all going to be collected on-roll. That is the information I received from Mr. Moyer when this was done and the budget was completed.

*Supv Kassel* asked: Do we need to create a resolution post fact? Do we just leave it as it is?

*Supv Berube* responded: Mr. Qualls, we are way outside of our policy here.

*Mr. Qualls* stated: Your policy says, if you read on and I reviewed it too, that was a Severn Trent-drafted policy and you adopted it - it actually encourages there to be one method of collection, which here you have the Tax Collector collecting it. However, you are correct that the resolution said the non-platted land would be collected by the District and not by the Tax Collector. The good news from a legal standpoint is you have the option to use the Tax Collector to collect the assessments and there are advantages to having the Tax

Collector collect those assessments, but there is also a 2% actual cost of collection that the Tax Collector charges. I am not sure, when you direct-collect, if the 2%, 3%, or 4% discounts would apply. What happened was the resolution was not followed. I do not know what you do about it, as taxes are delinquent April 1. If you were to go to the Tax Collector now to say this roll we gave you we needs to change, it would be really tough and cause a lot of confusion. Maybe let us research it and maybe you have a resolution that explains why this happened. What Mr. Moyer was saying sounds very logical, and a lot of these properties have sold between now and then, so it is good that all of those are being collected by the Tax Collector; because again, the nice thing in the State of Florida is, when you use the Uniform Method of Collection and if someone was not to pay the assessments, it goes to the tax certificate process. You had 100% collection through the years because of the effectiveness of the tax certificate process.

*Supv Walls* stated: The bottom line is, we can beat him up for changing it, but it was done.

*Supv Berube* stated: It may all work out.

*Supv Walls* stated: The bottom line is it is where we would have gotten anyway at some point not too far off. I agree that, having the Tax Collector do it, you are more protected in terms of tax certificates getting sold and you get your money no matter what. There is nothing we can do about it now, and we should not belabor the point.

*Supv Berube* stated: It may work out fine, but we do not know until we get all of the collections done. It is a separate issue. The Board is the policy setting body.

*Supv Walls* stated: I get it, and that point should be made; but I think we have made it.

*Supv Berube* stated: We are way out there.

*Mr. Koncar* stated: For the record, I agree with the Chairman. The Board should have been notified and they should have made a decision if there was going to be a change. I agree, but the problem is, I was not involved at that point. We did go back to research it. Ms. Elizabeth Moore, who does our assessments, found the email from Mr. Moyer; and Mr. Moyer, for the reasons stated, being his concern there was no developer funding agreement, properties were contemplating being sold, that left the District exposed if you had certain properties on the direct bill and there is no developer funding agreement and for some reason you could not collect and why he asked her do that. In my mind he should have come back to the Board to say, "*this is what I think we should do*" and the Board could have made a decision.

*Supv Walls* stated: The point has been made, and I think you get it.

*Mr. Qualls* stated: You may want to consider amending the resolution, for what it is worth, so you are following your own policies, which is important.

*Supv Berube* stated: You indicated there was a resolution at some point.

*Mr. Koncar* stated: There was a resolution that adopted the implementation of your assessments which is required under statutes. I think what District Counsel is saying is to go back into that resolution and add the language about putting it all on the tax assessors roll as opposed to direct-bill.

*Mr. Qualls* stated: You will be getting ready to do this again when it comes budget season; and you are going to adopt a resolution, the resolution you have adopted every year. My understanding is it is typically the developers who want it.

*Supv Walls* stated: They work out their own payment arrangement and timing.

*Mr. Qualls* stated: It has probably always been that way because the developer wanted it. It probably inures to your benefit, but you still have a resolution out there that says you are going to collect the non-platted

assessments not through the Tax Collector, but through the District. I am saying you ought to consider amending the resolution.

*Supv Kassel* asked: What if we just have an amendment to the resolution stating we will no longer do that.

*Mr. Qualls* responded: You make that determination every year, but you would say “*as it pertains to the 2018 assessments*”.

*Supv Berube* stated: How about if the District Manager and District Counsel get together to fix it and we will adopt a revised resolution. We have to keep this stuff straight. We will not run into this anymore in this CDD, now that everything is on-the-roll. There is nothing new.

*Mr. Qualls* stated: You will make this determination again for the assessments you levy for 2019.

*Supv Walls* stated: Is this going to trigger any public hearing notifications?

*Mr. Qualls* responded: All you changed is the collection method by all being collected through the Uniform Collection Method. It is good for your residents to pay the assessments on the uniform method. You raise a good question and we will look into that.

*Supv Walls* stated: I would look at the value of doing this. Do we have to do it?

*Supv Berube* responded: We are going to do it again in three months. Perhaps we just get the resolution amended to where we want it to be, and then in the public hearing that we do for this budget, we revise last year’s. Why can you not have multiple things in a public hearing?

*Mr. Qualls* responded: That is the challenge. You said for the 2018 assessments that the assessments on non-platted acreage would be billed and collected by the District; when, in fact, what happened is, it was all sent to the Tax Collector for collection. I think what Supervisor Walls is saying is, that has already been violated & you cannot fix it. It is, moreover, a form-over-function. Nothing is going to change it, but at least you do not have a resolution out there inconsistent with what you did.

*Supv Berube* stated: I guess, fix the resolution; give it some thought and tell us what we have to do. We are trying to make it right, and we will listen to your guidance. Fixing the resolution is one thing, but making sure it is legal and in final form, we will look to you for guidance.

*Mr. Koncar* stated: For the record, I agree with you that the Board needs to be informed of those changes, and make the decision on the record.

#### **A. Financial Statements for February 28, 2018**

*Mr. Koncar* stated we followed up on the questions from the last meeting and there is a memo in the financial notes from Ms. Priscilla Lenzen, Senior Accountant, addressing some of those items. There was a question regarding where we were billing some of the Capital Expenses, such as the vehicle purchased and the pressure washer.

*Supv Berube* asked: Have we been billed for everything having to do with the Butterfly Drive sidewalk?

*Supv Kassel* responded: And trees; apparently not.

*Supv Berube* stated: We have \$29,006 in the construction fund; we should have exhausted that and been working into the regular budget to finish paying for it.

*Mr. van der Snel* stated: The sidewalk has been paid.

*Supv Berube* stated: You do not have to answer now, but you need to look at it to be sure the construction fund gets applied to wherever it needs to get applied to. I think the major things were sidewalk and trees.

*Supv Kassel* asked: Was there some excavation or irrigation?

*Supv Berube* responded: There was some minor irrigation. We had the benches and trash cans, but I do not think it was part of the deal.

*Mr. van der Snel* stated: No, it was extra.

*Supv Berube* stated: Between the sidewalk and the trees we have far exceeded the \$29,000.

*Supv Walls* stated: The sidewalk is here at \$36,000 in Operating.

*Supv Berube* stated: We need to get it squared away.

*Supv Kassel* stated: It should be coming from the construction fund which should now be zero.

*Supv Walls* stated: They have booked the expense in the operating side; they need to move some of it to the Capital Fund.

*Supv Kassel* stated: The rest would come from Operating Reserves.

*Mr. Koncar* stated: You will have to take it from your Unassigned Fund Balance.

*Supv Berube* stated: Good job on moving some money into higher paying accounts. We are showing \$800,000 in the checking account collecting very little interest. Do we need to carry that much money in the checking account? At one point we were running \$250,000 to \$300,000 there which worked pretty well.

*Mr. Koncar* responded: The accountants do that calculation based on your O&M budget so I will let Mr. Baldwin address that.

*Mr. Baldwin* stated: Typically we try to keep two to three months of operating funds in your account. We also knew there were some projects coming through. I believe we transferred some of these funds in March into the Money Market account.

*Supv Berube* stated: The next time we see financials it should be lower.

*Mr. Baldwin* stated: If we have an influx of assessments, with it being March, you may still have a larger amount.

*Supv Kassel* asked: What is the timeline for transferring money from the Money Market to the checking account? If we know we have expenses coming up is it not easy to transfer money from the Money Market to the checking account?

*Mr. Baldwin* responded: We can. It can be transferred relatively quickly.

*Supv Berube* stated: The reason we are both asking is 1.55% is a lot better than 0.05%.

*Mr. Baldwin* stated: With regard to the \$29,000 in the construction fund, we have to prepare a requisition and submit to the Trustee. The funds will still be there until the requisition clears and will probably hit in April.

## **B. Invoice Approval #215, Check Register and Debit Invoices**

On MOTION by *Supv Kassel* seconded by *Supv Walls*, with all in favor, Invoice Approval #215 in the amount \$215,196.48, the check register, and debit invoices were approved.

## **C. Discussion of District Manager Special Topics**

*Mr. Koncar* stated: I will go through the follow-up items from the last meeting.

### **i. Inframark Proposal for Payroll and Workers' Compensation Services**

*Mr. Koncar* stated: We got this information, but we got a new quote from the provider for workers' compensation showing a lower rate because of the change in the classification of the employees. I need to get a formal quote from them and I will bring it back at the next meeting. Our number for the payroll is \$2,500. The change in the classification will reduce the costs, but I need a formal proposal.

### **ii. Procedure for Qualifying to Run for Board Supervisor**

*Mr. Koncar* stated: For the upcoming November election you have two seats that will be up. Florida Statute 99.061 is the information on qualifying to run. Qualifying starts at noon, on June 18 & ends at noon, on June 22. If you want to do the petition method you have to do it by noon, May 21.

### **iii. FEMA Storm Damage Recovery Effort Update**

*Mr. Koncar* stated: The total reimbursement being requested is \$23,121.75. All of the paperwork has been filed and we have gone through the inspections. It is now a matter of waiting for FEMA to reimburse the District.

### **iv. Quotations for Office/Amenities Center**

*Mr. Koncar* stated: We were asked to get a second quote on a possible new meeting room. We were able to get a quote, but they did not provide a price, they gave us the background.

*Supv Walls* stated: His proposal is in line with the way I would like to see the other ones.

*Mr. Koncar* stated: I think his approach is much better than the other one.

*Supv Berube* stated: Canin and Associates mirror each other, but this month's rose by \$100.

*Mr. Koncar* stated: I will bring them back to the next meeting.

### **v. Meeting Action Items Follow-up**

*Mr. Koncar* stated: One of the things we ran into when researching the OUC is that they have changed their financial software. We had a meeting scheduled two weeks ago, they moved it to the week before the meeting, then they moved it again to today, and now they have moved it again to next week. We are hoping to meet with them before the next meeting and look at not only the issue of the difference in what the District could have saved with doing the purchase agreement in October and it was paid in January, but also there could be some billing issues with the way the billed the District. We noticed the last bill went up significantly more than the month before. The purchase was made on the streetlights in January so it does not make any sense.

*Supv Berube* stated: It should never rise.

*Mr. Koncar* stated: The March bill has gone up significantly. When we were talking to them they said we really cannot explain that now, but we will get back to you. We are going to have a meeting before the next meeting one way or the other.

*Supv Berube* stated: In the meantime they have reached into our bank account through ACH and taken the higher amount. That is the one problem with ACH.

*Mr. Koncar* stated: The other item on the follow-up was the debit card. Mr. van der Snel has access to Avid Xchange now. We have got him a new card and access to the account so he can see what is in there.

**D. Facility Usage Application**

**i. Harmony Community School - Use Pool for Swim Lessons**

On MOTION by *Supv Kassel* seconded by *Supv Farnsworth*, with all in favor, the facility usage application, for the Harmony Community School to use the pool for swim lessons, was approved.

**EIGHTH ORDER OF BUSINESS**

**Topical Subject Discussion**

**A. Consideration of Resolution 2018-1 - General Election**

*Mr. Koncar* stated: Resolution 2018-1 is to utilize the Supervisor of Elections for the upcoming General Elections.

On MOTION by *Supv Walls* seconded by *Supv Kassel*, with all in favor, Resolution 2018-1, confirming the District's continued use of the Osceola County Supervisor of Elections to conduct the District's election of Board Supervisors in conjunction with the General Election, was adopted.

**B. Consideration of Resolution 2018-2 - Secretary**

*Mr. Koncar* stated: Resolution 2018-2 is to change the Secretary putting my name in.

On MOTION by *Supv Walls* seconded by *Supv Kassel*, with all in favor, Resolution 2018-2, designating Bob Koncar as Secretary, was adopted.

**NINTH ORDER OF BUSINESS**

**Supervisors' Requests**

[Hearing none, the next item followed.]

**TENTH ORDER OF BUSINESS**

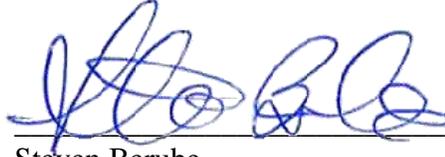
**Adjournment**

*[There being no further business,]*

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



Robert Koncar  
Secretary



Steven Berube  
Chairman