

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, January 29, 2015, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, vanAssenderp, P.A.
Bob Glantz	Starwood Land Ventures
Gerhard van der Snel	District Staff
Teachers and Students from Harmony Community School	
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

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

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

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Berube stated students from the Technology Student Association (TSA) are here to provide a presentation. These students attended a previous meeting, and they are doing a project with the TSA to convert the Lakeshore Park playground to make it handicapped friendly, including changing some of the ramps and some mats and removing some mulch. Any kids who are in a wheelchair or are otherwise handicapped will have access to the park. We sent them out to do a little homework, and they are back tonight with the results.

A Student provided a package of information to the Board on what they are doing.

Ms. Arlene Cuellar stated we gathered the information and the model you requested. We hope we have answered all your questions. We worked very hard to get all this information.

Ms. Kassel stated tell us what you want from us.

A Student stated we would like a donation to supply the tiles. We also want to know if you can fund it.

Ms. Kassel asked what is the difference between paying for the tiles and funding it? You are also asking for permission from the CDD to do this.

The Student stated that is correct.

Mr. LeMenager asked do you want to supply the labor?

The Student stated yes.

Mr. Berube stated so you or someone related to you will do the work. How much will it cost?

The Student stated we received two quotes. One is for the installation and the other is for tiles and accessories. At the end of the packet are the companies we contacted. Farrell Construction Services has helped us in the past. We are going to remove the existing mulch and soil down five inches from the existing finished grade, install three inches of crushed shell and compact, install sealant, and provide rubber playground flooring. The total is \$2,930 for the installation.

Ms. Kassel stated so you are asking us to pay for installation.

The Student stated we need 484 connectors, 48 ramps, and 484 tiles. They gave us a 28% discount. The subtotal was \$23,436.53, but with the discount, the total is now \$19,468.24.

Mr. Berube stated the packet includes the number of square feet, which is 1,917.

The Student stated that is correct.

Mr. LeMenager stated that is roughly \$10 per square foot.

Mr. Berube stated I noticed Mr. Justin Farrell is here tonight. Is one of these students your child?

Mr. Farrell stated no.

Mr. Berube stated this will adjoin a concrete ramp or walk. Right now, it is a step down to the existing mulch. When this product is installed, what will be the treatment at that walkway?

Mr. Farrell stated for the product they are purchasing, you can buy a ramp piece that comes with it and is ADA compliant with the proper slope. So there will be no step down.

Mr. Berube stated the concrete walkway will end, there will be a ramp, and then it will go out to the tiles.

Mr. Farrell stated that is correct.

Ms. Kassel asked is the area shown in black to be tiled, or is it the entire area? Which area specifically on your demonstration model is going to be tiled? Where is the 1,917 square feet?

The Student stated the square footage is all the tiles, but the tiles will not be dark colors or black. We do not want black or dark colors because they absorb heat. We were going with a lighter color, such as green, because we do not want people stepping on the mat and burning their feet. The whole area covered in tiles is 1,917 square feet.

Ms. Kassel stated so the light purple, the dark purple, and the black on the model are all tiled.

The Student stated that is correct, but those are not the colors that the tile will actually be.

Mr. Berube stated it is the area outlined in yellow.

Mr. LeMenager stated it is about 30 feet by 65 feet.

Mr. Berube stated here is the problem. We did not budget \$23,000, and we are one-third of the way through our budget year. It is very difficult to look ahead and say that we are okay. The last time the TSA was here, you mentioned you were going to try to get some sponsorships from neighborhood businesses. Have you attempted to do that?

Ms. Cuellar stated not yet.

Mr. Berube asked what do you think the odds are of getting that to happen?

Ms. Cuellar stated Ms. Harris was going to contact Lowe's.

Ms. Harris stated I contacted Lowe's to donate the materials. They said to contact them if we knew about any other community projects, which we did but we have not received a response to the email that I sent.

Mr. Berube asked what is the timeframe from when you sent the email?

Ms. Harris stated I was in contact with them several months ago, and I emailed them again last night regarding this project.

Mr. Berube stated so it has really been just one day.

Ms. Harris stated yes. I am trying to get more information on it before we ask them to donate, since they will ask what we want from them. We met with Mr. Farrell yesterday

and got more of an idea, and he gave us insight on what we will need. That is what I passed onto Lowe's. They do not have access to the tiles. They have access to the shell and material that goes underneath, so I asked if they could supply that part.

Mr. Berube stated the reality is, at this point, we do not have any sponsors for money lined up. What is the likelihood of that happening?

Mr. Walls stated one of the first lessons I learned in civics and local government that these students will learn is, the resources and the money that we have to spend is limited. We have a certain amount of money each year, and we have to decide how best to spend that throughout all of Harmony. We have to pick the projects that are going to benefit the most people. For me, if we can get the material donated to us, that would be great, and I would be more than happy to support the CDD funding the installation of the material. When you are talking about \$20,000, that is one of the larger expenditures that this Board would approve for some sort of park project. We replaced the dock and spent a lot of money on that project. Outside of that, we have not spent that kind of money on similar park-type projects.

Mr. Berube stated the entire budget for all the parks throughout Harmony for this year is \$37,000.

Ms. Kassel stated that includes all the dog parks and playgrounds, everything.

Mr. Berube stated we have already spent \$10,832, which puts us \$1,583 behind the anticipated budget for this point in time. It is a nice project, and we love it. We appreciate your enthusiasm. But the reality is, finding \$23,000 to do this is very difficult. We have two-thirds of a year left to go with the remaining \$17,000.

Mr. LeMenager asked do we have any responsibilities under the ADA act to provide facilities such as this?

Mr. Qualls stated under ADA requirements, you have to take reasonable measures to make the facilities compliant, and you have to do it in such a way where it does not cost too much or create too much of a hardship. That is the standard. I have not researched the ADA requirements specifically as they relate to a playground. At this point, I think this District has taken reasonable steps and is ADA compliant. I can look into this more.

Ms. Kassel stated we have a number of new builders in the community who might be interested in helping sponsor the cost of the tiles. We have Richmond American Homes, Lennar, Park Square, Regatta, LifeStyle Homes, and Kemp Custom Homes. Ryland is

coming and is not doing anything here yet. I suggest you approach them to see if they would sponsor something like this.

Mr. Berube stated Ms. Amber Sambuca works in the Harmony Sales and Information Gallery. She will have contact information for all these builders. I suggest you contact Ms. Sambuca, tell her what you are doing, and ask her to give you contact information for all the builders that are here. There are also a number of other businesses here that you should contact, as well as residents who run businesses out of their homes.

Mr. LeMenager stated I think Davey Tree would be good to approach, also.

Ms. Kassel asked are you familiar with GoFundMe or Kickstarter? They are crowdfunding sites where you can use social media to help fund a project like this. You can even direct the builders to this crowdfunding site, whichever one it is.

Mr. Berube stated we are not trying to obstruct you, but we have to watch our resources. If you are able to get some assistance from other sources, in this case probably money, then I think we can probably assist, whether you can get half or even all of it. The money is always a challenge for us. Had it been budgeted and agreed to earlier, we would have been in better shape. Our budget approval season does not begin until school is over. I am sure Ms. Sambuca will provide the information for the builders to you. Lennar has been very community oriented. They have sponsored a lot of projects and events.

Ms. Kassel stated I doubt you will get any single builder to fund the whole thing, but the builders may also have access to other suppliers or can get the material at wholesale, even though you received a 28% discount. It is also possible you may be able to save money by rounding some of the corners on this or slightly reducing the size of the area you are going to cover with tiles.

Mr. LeMenager stated the best time to come back to us is in May because that is when we start the budget process. I would support putting this in next year's budget.

Mr. Berube asked will you all be participating in TSA next year?

The Students stated yes.

Mr. Berube stated if you can get it done sooner, let us know. You have already been here a couple times, and the project has had great advancement. We have gotten to where we need to be.

Ms. Kassel stated you did a great job on this presentation. It is really wonderful.

Mr. Berube stated yes. Now you found the big wall that always comes up. Kids do not understand it too much, but adults do: where does the money come from.

Ms. Cuellar stated this is their project, to understand the process of construction. That is why the event is called the construction challenge. They have to understand the entire project. That is one of the guidelines, to understand the process. Another is that they understand funding and other aspects. This is something they will continue to work on. We will be going to Nationals in Dallas, TX in June.

Mr. Berube stated if you can get the money donated, that is great. I have a solid feeling that we would probably approve this. If you can get most of the money, we can probably help you a little, too. If not or if you cannot get anything donated, then as Mr. LeMenager indicated, May is when we start putting our budget together. We would look at the budget and see how the numbers look and potentially add it to a budget line item.

Ms. Kassel stated comments have been made about us potentially including it in the budget for next year, but one person saying that does not make it so. At least three of us have to agree and vote to include it. Even though you heard from one person that he would support including it in next year's budget, that does not mean the rest of us agree. We are not making any promises.

Ms. Cuellar stated some of the students understand that because they are learning about government procedures. They understand that voting is involved.

Mr. Berube stated how the budget process works is like having a bucket of money in the middle of the table. We keep taking money out and putting it in specific places until there is no more money.

Mr. LeMenager stated let us give a good parliamentary lesson. I have indicated where I stand on this project. What does everyone else think? Is it too early to say?

Mr. Farnsworth stated we should probably hold off on answering that.

Mr. Berube stated the budget will probably have some significant budgetary pressures this year with all the new neighborhoods coming online.

Ms. Kassel stated I prefer to wait. I would think you could get local funding from people in the community with a crowdsourcing campaign. You could probably come up with as much as 25% or even 50% of the money through a crowdsourcing campaign. I appreciate the presentation.

Mr. Berube stated we have a Dark Sky Festival coming up.

Ms. Cuellar stated our State competitions are during the Dark Sky Festival.

Mr. Berube stated Ms. Sambuca manages everything that goes on during that festival. Run the project by her and see if she can help you. She has children and understands how it all works.

Mr. Glen Boisseau Becker stated I am concerned and upset to see what is happening with the residential pond just beyond my property, sometimes called Bracken Fern Pond. For some years, we were happy to see three signs around the perimeter of the pond, indicating that there was to be no trespassing and no fishing in that pond. The last time I attended a CDD Board meeting, it was my understanding that those signs would remain in place. Not long after that, I noticed that one of the three signs was obliterated with green spray paint. Recently, all three signs have disappeared, and I do not know why. In the past week, my wife and I have seen an influx of strangers carrying fishing rods, strangers of all ages totally unfamiliar to us. Less than 45 minutes ago as I walked around the circuit of the pond, I collected more litter than I would normally see there in a year. I cannot catch people in the act of littering, but I can tell when they are out there fishing. I would love to know what happened to the signage and why, and is it going to be replaced. We hope so.

Mr. Berube stated the policy that this Board made at the conclusion of the discussions last year regarding fishing was that the signs in that particular pond would remain. This Board did not change that policy. If the signs disappeared or were defaced or whatever happened, no one on this Board authorized that. We will call that vandalism. The question becomes what to do now.

Mr. LeMenager asked do we still have some we can put up?

Mr. van der Snel stated no.

Mr. LeMenager asked what happened to them? We used to have a lot of them.

Mr. van der Snel stated I have not seen them.

Mr. Berube stated they were probably in the developer's storage area somewhere.

Mr. van der Snel stated if they are there, then we can get them.

Mr. Walls stated I am personally opposed to putting up more signs on that pond.

Mr. LeMenager stated I am totally in favor of that pond having signs on it.

Ms. Kassel stated as am I.

A Resident asked why are you opposed to it?

Mr. Walls stated those are public ponds. There is no reason people cannot be at the pond.

Mr. Boisseau Becker stated the vandalism was just beyond our property. And nothing is to be done about it?

Mr. Walls stated they are going to do that no matter what.

Mr. LeMenager stated the issue is that there is no way for them to get to that public property other than crossing private property.

Mr. Walls stated there are easements.

Mr. Berube stated there is access at both ends. The CDD maintenance people get in there all the time. Whether or not they are crossing people's property to get in, I do not know, but there is access to the pond. They can also get in from the back. The concern I have is, if people are going to vandalize the signs, it might become a vicious cycle. We could spend \$100 or \$150 to put up three, four, or five signs. If someone is determined to paint the signs green or cut them down and throw them in the water or whatever, we do not gain anything. From the description of events, that is probably what is going to happen. Are you sure we do not have any signs left?

Mr. van der Snel stated I am pretty sure we do.

Mr. LeMenager stated I thought there was a supply of extras. We did not even put up all the ones we originally procured.

Ms. Kassel stated we should have some extras.

Mr. Berube stated if we have additional signs around, and I suspect that we do since there is a lot of stuff in various places, then we will put them back in.

A Resident asked why not install them with cement?

Mr. Berube stated that does not stop someone from painting them green or painting them with graffiti.

Mr. Walls stated keep in mind that the sheriff's office said they are not going to trespass anyone who goes out there. You can call them all you want, but they are not going to do that.

Mr. Farnsworth stated unless you catch them doing something.

Mr. Walls stated if they are committing an illegal activity, then yes. But they are not going to trespass someone for being around that pond.

Mr. Berube stated that is exactly right.

Mr. Walls stated so you are putting up a sign that is misleading to people.

Mr. Berube stated if we can find some signs, we will put them up, but I am hesitant to spend additional money on a process that might be futile.

Ms. Kassel stated a few years ago, we spent a fair amount of time and money to research how to make the *No Fishing* sign enforceable. Right now, the rules that we have do not address fishing. At the time, the requirement was that you had to include language saying *No Trespassing* and cite the Florida Statute. The lettering had to be a certain size. We had signs made up to fit that requirement. We were told by the sheriff that if it is properly signed, then they will enforce the ruling. Mr. Walls said they will not. I have heard that they will come out and talk to people. Part of the issue is that often by the time the sheriff gets out here because it is not a high priority, the people are gone. What we do about it is problematic, but we are open to hearing suggestions for making it work.

Mr. Berube state we will know in the next several days whether or not we have signs. If you see signs put up, then you have your answer. If we do not have any signs, then we will discuss it in the near future. Right now, it is up in the air. I do not have any issue. Personally, I would rather not have the signs, but I understand the problem for the residents who live along that pond. If we have the signs available, then we may as well put them up anyway. If kids vandalize them, we will keep replacing the signs. That way we do not spend any additional money and can hopefully solve the problem. Is that a good compromise?

Mr. Boisseau Becker stated yes, thank you.

A Resident stated I am new to the area. Regarding trespassing, is it trespassing or related to the ecosystem? I have young children and they are all over. I do not want them to get in trouble or do something wrong. When we see misguided youths vandalizing in the community, what is our recourse or what should we be doing? Should I call the sheriff or law enforcement?

Mr. Berube stated the ponds are public. For a period of time, they were signed to indicate no trespassing. The ultimate goal was to keep people from fishing in the ponds. That is a hot button around here.

Ms. Kassel stated they were signed to prohibit other things in the ponds.

Mr. Berube stated we took away the fishing language in the rules, but there are still common sense rules about no swimming or playing in the ponds, no boating in the ponds

and similar activities. The signs were removed because they were ugly and there were questions about enforcement. The ponds are public property, as Mr. Walls indicated. Kids can play around them. We expect that they probably would not, and that is part of the reason why we have a landscape buffer around them. But that is good parenting. If you notice vandalism, then call the sheriff's office. That is what the sheriff wants you to do, and that is the law enforcement authority here.

The Resident stated cars exceeding the speed limit, driving over curbs, and those types of activities.

Mr. Berube stated the Harmony police is supplied by the Osceola County sheriff's office.

Ms. Carole Greenwald stated I am a little confused. Last night at the town hall meeting, someone asked a question regarding the maintenance of the areas around the ponds, and I think he also mentioned the lakes. If memory serves correctly, Mr. Glantz said that is CDD property, and someone else commented that it was not. I would like clarification to know what lands are owned by the CDD and what lands are owned by the developer.

Ms. Kassel stated we pay for the ponds to be maintained. We have a contract with Bio-Tech Consulting. The lakes, however, belong to the developer, and it is the developer's responsibility to maintain the lakes. The CDD is not involved in that at all. Mr. Rice was the one who mentioned it last night, and he was referring largely to Buck Lake, where he and others fish often. There is a lot of water hyacinth that is taking over. I do not know that anything is sprayed or maintained out there, but that is something that has to be taken up with the developer. It is not a CDD issue.

Mr. Berube stated realizing Mr. Glantz cut off the resident fairly abruptly that it was CDD property, he did not let the resident finish to say that he was talking about the canal up at the west end of the lake. There is a canal that boaters like to go into and fish, and because it is getting overgrown, you cannot get the boats in there. I explained that to Mr. Glantz after the meeting last night, and he assured me that he would tell his people to handle that by spraying and opening up the canal and certain other areas that are being invasively covered. It is one of those areas where the developer had personnel who were monitoring that kind of thing, but they are no longer with the development company. Mr. van der Snel and I will have a meeting with certain developer personnel. It was scheduled

for a couple weeks ago, but time ran out, and we will probably do it next month. There are a lot of areas throughout Harmony that we call “edges” where the developer owns some land and the CDD owns some land. Some areas are unknown, and they are getting overgrown. We are going to review all the edges to determine whose responsibility it is to keep everything looking nice and maintained. The other answer to your question about the eight or nine CDD-owned ponds—not the ones that touch the golf course—there is a 20-foot landscaped buffer around each of those ponds. The CDD maintains that 20-foot buffer. That length is variable depending on how high the water is, but you can tell that it is usually grass and is usually cut around the pond. Davey Tree performs that service as part of the landscape maintenance contract.

A Resident stated I would like to ask if the reservation for the boats can be addressed or tweaked. Within the last couple weeks, we reserved a boat from 10:00 a.m. to 2:00 p.m. that was not available and we were unaware of it. We received a call at 1:00 p.m. that the boat was now available, but since we had guests, we were already gone. Around a major holiday, the boats were off limits for three days. We had guests. I tried to make a reservation 23.5 hours before and was locked out. I called Mr. van der Snel, who was very nice because he was the one who called me the week before about the boat being available at the last minute. I told him that I noticed the 16-foot boat was out and the fishing boat was out from 10:00 a.m. to 2:00 p.m. today. The 20-foot boat was available and I asked if it was possible for us to use the 20-foot boat. He told me no because he has to make sure it comes off the reservation system. I told him that I tried to get on but was locked out because I was just short of 24 hours. I wonder if the Board can come up with a way to use a boat if one is available. He told me that he did not know if I paid the \$250 deposit. That should have been easy because he called me the week before about a reservation. I understand the rules, and I was not angry with him at all. I think that needs to be revisited where on holidays, perhaps you can tweak the staff members’ hours. The boats are truly here to serve the residents, and if someone is available, we should be able to use them.

Mr. Walls asked what holiday were you talking about?

The Resident stated there were three days, and I think one was New Year’s Day. I understand the staff gets vacation, but it seems to me other things can be tweaked, and it would be easy to put on our access card if we have paid the \$250 deposit. Then you can

swipe my card to determine if I can use the boat or not. Mr. van der Snel was very polite about it, and I hope he thought I was polite, also.

Mr. van der Snel stated when you make a reservation through the system, then it is on paper. Everything that occurs with the reservation system is on paper that leaves a paper trail. If there was an accident or if anything happens, then you can say you officially had that reservation. If you call me to go out on the boats, it is not on paper.

Mr. LeMenager stated I do not use the boats, but there is a 24-hour advanced notice rule. That sounds like it should be changed to six hours or something.

The Resident stated when we used to use the boats, there was, in fact, a paper form. I do not care how you do it, but I would like you to address it somehow. If I cannot make a reservation but the boat is available, then maybe you have the paper form available so I can use the boat.

Mr. LeMenager stated we are going to be having our annual rules review, so that is a good one to add to the list.

The Resident stated I would just like it to be addressed. I was so close but could not get a reservation.

Mr. Berube stated we set certain guidelines that Mr. van der Snel needs to abide by.

The Resident stated I understand that.

Mr. Berube stated what you are asking is for us to stretch those guidelines. I think we can accommodate it to make it easier. There are a lot of rules that need revisiting and cleaning up. That is a good one. We are looking to do a workshop in February or March, and I have added this item to the list to be discussed.

The Resident stated thank you; I appreciate it. I have one other thing I would like to say. Thank you for your service because all you mostly hear, other than the great presentation from the students tonight, are complaints.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the December 18, 2014, Meeting

Mr. Berube reviewed the minutes of the December 18, 2014, meeting, and requested any additions, corrections, notations, or deletions.

<p>On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the December 18, 2014, meeting.</p>

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Weed Control – Bio-Tech Consulting

i. Monthly Highlight Report

Mr. Berube stated the aquatic highlight report was emailed to everyone late this afternoon. Everything looks routine on maintenance activities.

B. Landscaping – Davey Tree

i. Monthly Highlight Report

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

Mr. Berube stated everyone should have received an email from Mr. van der Snel a couple days ago, and it is my recommendation that we table that item. I think we need to talk with Mr. Garth Rinard with Davey Tree. My concern is that they are down to four people working here on a daily basis. That is very light. It is not our position to tell them how many people to have working here. Some days, only three are here. The concern is that we keep giving them add-ons to the contract, and I am not sure they are fulfilling the terms of the contract. For instance, in November, we told the residents that the ponds were going to be clear cut, and they are not. I asked Mr. Jon Rukkila twice directly, and he said they will get to them, but they are not done. Pursuant to the contract, that work is supposed to be done. There are many other things when you look around, such as weeds in the grass, ant mounds, and weeds in the planter beds. They are carrying out their work, but it is getting to the point where it does not look very good. As Mr. Walls said a couple years ago, he would like it to look crisp. It does not look crisp. When there is a major gathering in Town Square, they put all hands on deck, and they make the Town Square look nice because it had not been. It should look good all the time, and it does not. We added neighborhood H-1 to the contract, and new neighborhoods will be coming on board. If we do not make sure that they know what the thought process is, then we will bury them in additional work, and there will be no additional labor. Their ability to carry out the contract and the contract terms will fall off, and that will be a problem. That is why I would like to wait until next month to have this conversation with them. As an extension of this, the reason this came up is because the planter beds that we are talking about upgrading look pretty lousy. They have been allowed to degrade over this time, and certain people noticed that. Now they are asking for man hours, up to potentially 80 man hours, to come in and clean up the planter beds that they have supposedly been maintaining on a regular basis. We have already paid for the man hours to maintain them.

Now they are asking for additional money to clean them up and do some additional plantings. I do not think that is the way this should go. Those are my thoughts. Davey has been relatively good and they do what we ask. With three or four crew members working here on a daily basis, it is not going to be good.

Mr. Farnsworth stated Ms. Kassel has worked with them. Do you know what the situation is?

Ms. Kassel stated I will say that my experience is that they take a long time to respond. Sometimes they are not very responsive. I have not seen how many people they have on property, but I have not seen much activity recently. Of course, it is wintertime and is a slower season, landscaping-wise, but I have noticed the same kinds of things that Mr. Berube mentioned in terms of the quality in carrying out the scope of the contract. It could be considerably better than it is.

Mr. Farnsworth stated I wanted to get her thoughts.

Mr. Berube stated we have a \$400,000 annual contract that is the single largest thing we pay for. It is the one thing that people really see day in, day out throughout this community, which is the maintenance of the grass, trees, planter beds, and so forth. I am saying that the quality is sliding.

Mr. Walls stated having worked with them on this contract during my tenure over the past five years, it seems like every now and then, we have to bring them in and talk with them. It is unfortunate because it is a \$400,000 contract. Maybe in their world, that is not huge, but we need to make sure that they know what our feelings are. We need to bring them in and have that conversation.

Mr. Berube stated over the past few days, they are doing the tree transplants from the tree farm out into the various areas. They had all hands on deck moving those trees, which means everything else going on around here came to a stop. If we approve these two proposals, then all hands will be doing the work for these. You can see where I am headed. What I am asking you to do is, when you are out walking your dog or riding your bicycle or whatever you do, just look around at the details because next month, we will have this conversation with Mr. Rinard. I would like everyone to be fairly well prepared. I do not want to beat them up like we used to do with Luke Brothers. We are not at that stage yet.

Ms. Kassel stated one of the disadvantages we are at, as a Board, is that we do not have the perspective of understanding the quality of landscaping at other CDDs and whether we are being too perfectionist or whether we are being reasonable. Mr. Moyer does not go around to look at all the landscaping, so I am interested in his thoughts.

Mr. Moyer stated I think you are being reasonable, but I also think you need to understand the nature of the landscape maintenance business. There are no perfect projects. Landscape maintenance companies play this game all the time. This is the time of year when they ought to be getting caught up, but this is the time of year when they make their money by being able to run the project with four crew members instead of 14. It happens everywhere. For years and years, Davey was the contractor for Celebration. It got to a point where the residential owner's association had concerns. I think Davey still performs maintenance for the residential owner's association in Celebration. It is not unusual, and this Board has experienced where they are good for a couple years, then they slack off, so you put it out for bid. You have heard me say this before, but it is like a rotating wheel where there are five or six good landscaping companies. They are good landscaping companies, so do not misunderstand me. I am not being critical, but after a couple years, they get fired and you hire another company. They go where this company used to be. It is a small universe of companies that do this type of work and do it well, but they do rotate.

Mr. Berube stated I do not want to get to where we were in the past. I can see this coming because we have been down this road before with other landscaping companies. As everyone knows, the big problem is that there are going to be new neighborhoods opening up that will add to the problem. We will expand their contract, but we are not getting what we are paying for now. I am very on top of it and watching it. I do not want to beat them up every month because we are going to nip this in the bud. That is just my reason for bringing it up and tabling it.

Ms. Kassel asked what have you found that works, if anything? Is it just the same struggle over and over again?

Mr. Moyer stated the one thing that is critical is to have a good onsite project manager for the landscape company, and Mr. Rinard is a pretty good onsite manager.

Ms. Kassel asked is he here, or has he turned it over to Mr. Rukkila?

Mr. Berube stated Mr. Rinard is here. Mr. Rukkila is the day-to-day person, and he literally runs his tail off. When you see him, he is working very hard because as he said, he likes working here and he does not want to lose this contract. The problem is that Mr. Rinard decides how much labor Mr. Rukkila is going to get. Labor is the top line on a profit and loss statement. The more money you cut out of the top line, the more money you make on the bottom.

Mr. Moyer stated the real critical part of the contract is who the onsite project manager is, but Mr. Berube is right. The company assigns the labor force. For just about every CDD meeting that I attend where the CDD maintains landscaping, the biggest part of the agenda is to discuss landscaping. I will send you some excerpts so you will get the idea, but the conversation is the same in all these Districts. It is essentially verbatim.

Mr. Berube stated the first two years went really well with just one or two minor issues. The contract was renewed, and it started falling. That is just the way the game is played. We will try to quell this a little.

ii. License Agreement

Mr. Berube stated Mr. Qualls emailed the license agreements regarding the Davey storage area. We will agree with the developer to maintain that area because we are the party responsible to the developer. Then we have a secondary agreement that Davey will sign because they are responsible to us. The developer is giving to Davey, through the CDD, a landscape storage area, and they agree to keep it clean. This is the replacement agreement for the one that was terminated two months ago. There is a \$1.00 annual lease payment that goes in on perpetuity.

Mr. Farnsworth asked is Davey going into that area, not the CDD field staff?

Mr. Berube stated no, we already have our area. Our trailer was moved in front of the golf course maintenance area. We have a separate lease for the trailer and the land. Davey is getting an area that is 70 feet by 150 feet. It has all been cleaned up and everything has been moved. Mr. Qualls prepared these agreements in consultation with Mr. Bob Evans of BakerHostetler law firm. Mr. Evans has agreed to the terms, so we just need authority for me to sign our portion of the agreement and then forward the second one to Davey.

Mr. LeMenager made a MOTION to approve the license agreements as presented and to authorize the Chairman to execute on behalf of the District.

Ms. Kassel seconded the motion.

Mr. Farnsworth stated I have no problem with these agreements. I was not at the town hall meeting, but I had a question about the HROA parking lot area. Who is that for and what goes in there?

Mr. LeMenager stated that has nothing to do with these license agreements.

Mr. Qualls stated the motion includes both the license agreement and the sublicense agreement.

Upon VOICE VOTE, with all in favor, unanimous approval was given to approve the license agreement and sublicense agreement, as presented, and to authorize the Chairman to execute on behalf of the District.

FIFTH ORDER OF BUSINESS

Developer's Report

Ms. Kassel stated to answer Mr. Farnsworth's question, the HROA is proposing that the HROA put out \$30,000 to lease an area near where Davey's facility is. The HROA will then lease out spaces for commercial vehicle storage or other vehicle storage: trailers, boats, recreation vehicles, and so forth. The fee of \$22 per month was the number that was stated. At 80% occupancy, the HROA would break even, and at an occupancy rate above 80%, the HROA would make money. It has nothing to do with the CDD.

Mr. Farnsworth stated I understand that, and that was not my question. I just wanted to know to whom it would be open.

Ms. Kassel stated it would be open to all residents.

A Resident asked how big will a lot be?

Mr. Farnsworth stated not very big.

Mr. Glantz stated initially it will be large enough for 55 to 60 vehicles.

Mr. Glantz stated over the past three weeks, I met with each of the CDD Board members. I first met with Mr. Berube to review the plats in detail prior to signing them, which was the order of business from last month. Subsequently, we made a decision that it would be good to give the same overview that he received on each one of the parcels that the developer is bringing online over the next several months and throughout the year. Last month at the Board meeting, the Board approved a motion to give the Chairman the authority to sign plats for parcel F—Cherry Hill—and parcel H-2—Hawthorne. I met with the Chairman and we looked not only at those two parcels but all the other parcels within the community that we are going to be developing over the next 18 months. The Chairman felt that was very informative and thought it would be very

informative for all the members of the Board, so I met individually with the other four Board members and reviewed each of the parcels that is coming online over the next year to give them an idea. In response to the question if I have a presentation, I made presentations to each Board member individually. I spoke with the Chairman in advance and thought this would be a good time for the Board to ask questions if they had any on the presentation that I made.

Mr. LeMenager stated thank you for the presentation. It was very useful. I thought last night went pretty well. To be honest, I thought it was a breath of fresh air that we have a developer who is pretty open and puts everything on the table. Whether or not we agree is another issue, but no gripes about the communication at all. There is a lot of chatter on the Facebook pages today about the 55+ community. I felt pretty comfortable with what Mr. Glantz said about it. The key is that things have not been finalized yet. It is a matter of watching this space to see how it finally works out. I think everyone can rest assured that at the end of the day, Mr. Berube has to sign the plats, and we need to be satisfied that everything is being done in the right way.

Ms. Kassel stated that being said, a concern that came up for me during the meeting, partly because it was raised by residents who attended, questions were asked about whether or not there will be additional playgrounds or additional parks to serve the growing population. It looks like we are going to about double the number of lots that are going to be occupied, yet we will have to make do with the current number of parks, dog parks, pools, and so forth. What will that mean in terms of how crowded things will be and how quickly things will be worn out and need replacement? The only way around it, as a CDD, is to spend money to put in parks where there is currently no plan for property. Actually, there is really no CDD property where things can go, so what can be done about that is still a question. If we trade some land with the developer, we are still going to need to pay for whatever we put on that land. It is something we will need to keep in mind as we go forward, but there are not any easy or quick answers and no plans yet. Comments and ideas are welcome.

Mr. LeMenager stated I am not really familiar with its usage, but I would like to know how much usage the community school's fields and equipment get, which the developer put in at his own expense. I would like to know how much this gets used by people.

Mr. van der Snel stated none.

Mr. LeMenager stated that is a huge park. When I grew up, it was not in a fancy, traditional neighborhood development. It was just blocks. When we wanted to go play, we went to the elementary school. We have the issue of the Green park, and there is a tiny park being used by a lot of kids, when if they walked two blocks, there is a huge open space they can use, as well.

Mr. Berube stated most of them walk to that same facility to go to school every day.

Mr. LeMenager stated I did that every day, too. After school, that was the place to play baseball.

Mr. Berube stated there is a beautiful playground behind that school. There is also a baseball field that has never been used. There is playground equipment. It is beautiful equipment and is hardly ever used. There is a large fenced-in field at the corner of Cupseed and Bluestem next to that baseball field.

Mr. LeMenager stated that has to be part of the message that is sent out. I remember a few years ago when someone asked about tennis courts. The community was designed so that we can use the tennis courts at the high school. There are two separate entrances. Some of these things were contemplated in the design. Somehow we need to make sure that information gets out to the residents that there is a huge park next to the Green neighborhood, right behind the school.

Mr. Berube stated I suggested that to someone today, but they do not want to hear it. They want that park to be perfectly manicured and green because it is right in front of their homes, but that is unrealistic.

Mr. LeMenager stated welcome to real life.

Mr. Berube stated I was requested to ask this question regarding the area in front of neighborhood G, the square field shown as a future amenity where there is no current plan. Would the developer consider selling that specifically to the CDD for refurbishment or development into a playground?

Mr. Glantz stated yes, we would absolutely consider that offer.

Mr. Berube asked can you give me some sense of what that plot of land might be worth?

Mr. Glantz stated sitting here today, I do not know.

Mr. Berube asked could you provide a number?

Mr. Glantz stated yes, we can discuss that. We should save that discussion for a side meeting.

Mr. LeMenager stated keep in mind that the developer has indicated an interest in the plot of land near the lake. Perhaps there is some negotiating that can occur.

Mr. Berube stated I am just thinking ahead because a resident asked, and I said I would ask the question.

Mr. Walls stated keep in mind, too, that it is a piece of low-lying land, just like the area north of it, and it will need a lot of dirt.

Mr. Berube stated it will also need a fence.

Mr. Walls stated it will cost a lot of money to get it ready and then to erect some kind of structure. That is money we do not have right now. To do that will cost money for the residents.

Mr. Berube stated I understand. There is a big demand for more play areas. The developer has already indicated they have no plans for that area. Residents want more play areas, and that possibility is sitting there. We can ask the questions and look at the finances. If people want to pay for it, then we will pay for it.

Mr. Farnsworth asked is there a junior-age summer baseball league in this community?

Mr. Berube stated no.

Mr. Farnsworth asked why?

Mr. Berube stated I understood we are looking at soccer but I do not know about baseball.

Mr. Jim Larisa stated a lot of it is organization. Kids are very well mannered but they need a little direction. The World Cup for women is this year, and there is a lot of energy in the Orlando area. We have an MLS soccer program coming to Orlando, and that is something I will be involved in. I am a member of the community. The developer's office has been very nice to me. Ms. Sambuca sent out an eblast today, so we are going at full speed. Whatever I need, they will help us with. We are actually bringing an in-house soccer program starting in two weeks, which will be the spring program. We will have summer and fall leagues for the children ages 4 to 12. Soccer is really taking off, and I want to help.

Mr. LeMenager stated I saw the eblast today, and it said it was going to be at the community school's soccer field.

Mr. Larisa stated it is the District's soccer fields.

Mr. LeMenager stated that was mislabeled.

Mr. Larisa stated St. Cloud is where they are and I will be the liaison. My daughter plays for the club.

Mr. LeMenager stated to my point, there is a huge park for children to play in right behind the community school, which is two blocks farther from the tiny park where they all cannot fit.

Mr. Farnsworth stated this is the reason I asked the question, which you might have misheard. I did not say soccer; I said baseball.

Mr. Larisa stated I understand, and that is something I can also help you with. I am a sports guy, and we get them going one step at a time rather than throwing out a lot of things and seeing what sticks. I love baseball; it is America's sport.

Mr. Walls stated when it is baseball season, there are always teams out on that field in the afternoons, and they use it through the school. I have done that with my little league team.

Mr. LeMenager stated I see the soccer field since I live by it.

Mr. Walls stated through St. Cloud little league, that is the nearest organization.

Mr. Glantz stated we have three new parcels coming online: parcel F adjacent to the linear park, parcel H-1 that has a small pocket park, and H-2 that has a small passive park area without facilities. That will complete development on the western portion of Harmony. As we move to the eastern portion, there is already one dog park across the street. There is an area we are considering for a second dog park. It is a little early yet and we have not put that development plan out. We are going to be building a facility specifically for the age-restricted community. We also have a lake up there with a road, which is going to be relocated. One thing that happens in large master-planned communities, especially one with a CDD that has spent all of its money, is the parks are front loaded. A lot of the money was spent up front for things like the golf course, parks, major roads, and so forth. You are all now helping pay some of that back. I understand, and I know it would be nice for every new neighborhood to have a new park, but a lot of the park money was spent up front. That is just how it works in a business.

Mr. Berube stated to be clear, that park money was spent by a developer-controlled CDD Board. Then when residents started coming on the Board, we pulled in their spending reins.

A Resident asked as the developer continues to expand, does that give the CDD more public land to oversee?

Mr. Berube stated yes.

The Resident asked is that this entity?

Mr. Berube stated yes. There are about 996 acres in total in the CDD. They will complete it in the next couple years. We will have more expense but will receive no more additional revenue because they are paying assessments on all those lots now and have been for a while. The neighborhood gets platted and built, and then we absorb it. They deed us the land, and then we have to maintain all the new landscaping and ponds, but the revenue remains flat. So there is an additional cost but no additional revenue. That is the challenge that comes in when they are going at the pace they are.

Mr. LeMenager stated the estimate that Mr. Glantz gave us for when everything is built out and all the neighborhoods are complete with all the additional pocket parks and passive parks, you can probably expect to see our expenses go up another \$200,000 per year. The operation and maintenance portion of your CDD assessment could go up because of that.

Ms. Kassel stated I would like to see from the developer a build-out budget of what you anticipate the costs are going to be that we are going to be absorbing.

Mr. Glantz stated I did present to some of the other Board members an estimate of what the additional costs would be as we add on parcels, based on the Chairman sharing with me the cost to add the Rosewood section, which is parcel H-1.

Mr. Berube stated that add on for this year's budget is around \$31,000 for maintaining the trees and the turf, water, electricity, and other items. Future neighborhoods appear to be a little smaller, but costs go up all the time. As each neighborhood comes online, you should figure \$25,000 to \$30,000. When all this is done, we will have seven additional neighborhoods. Mr. LeMenager's estimate of \$200,000 is close if you take seven neighborhoods times \$30,000.

The Resident stated not to mention the additional use, which will require maintenance.

Mr. Berube stated that is correct.

A Resident asked what is the impact to the current budget? Is \$200,000 a 10% increase or 20% increase to the overall budget?

Mr. Berube stated operation and maintenance this year is about \$1.757 million, so it would be about 12% to 15%. It will not all happen this year but over a period of time. It will be happening faster than this Board has ever had to react to in the past because nothing has happened for the past eight years. It has been a sleepy little town that everyone was happy with.

Mr. LeMenager stated keep in mind that we significantly increased the operation and maintenance budget this year because of the refinance of the Series 2001 bonds, and we specifically did that to pay off the former leases on street lighting. That goes away at some point in time. An argument can be made that we actually have the money now, and it will be a matter of switching that usage from paying off the street light leases to actual operation and maintenance of the landscaping. For all the time we are going to live here, landscaping will probably be the number-one item in our budget.

Mr. Berube stated landscaping is followed closely by street lights. There is not much we can do about the landscaping, but the street light obligation is huge and it varies over a number of years. There is a finance charge of 10.5% associated with that, which is what we are trying to buyout to save that finance charge. If we can get this right, by spending a couple million dollars on those contracts to buy them out, we can save \$1 million at the end. It is a good investment, but it is hard to do. We are always conscious of that, and we watch every dollar like it is our own, because it is.

A Resident stated I do not know that home owners are complaining about not having places for their kids to play, but that neighborhood once had that grassy field. With the heavy traffic, it is now mud. Is there a way to redesign that park with trees and bushes so kids do not use it as a football field?

Ms. Kassel stated we talked last month what to do about the turf there, and we were going to have a discussion at this meeting. I did not see anything in the agenda package about it, but we will discuss something to do with that at this meeting.

Mr. Berube stated we have discussed some options, including something like astroturf or a synthetic grass. There are pros and cons to everything. The problem is, it is all very expensive. That park is a local issue. The people who live right there are the ones who are

generating the concerns, and they are the ones who will be affected by it since it is their front lawn. I do not know where we go, but the conversation is open and will take more discussion. Someone will come up with the right idea. Right now we have not had it, but it has only been a few weeks since the issue came up.

A Resident stated we discussed the huge expense of the street lights and the possibility of these new builders to pick up the cost of those lights. Has anything been done with that?

Mr. Glantz stated there are two different components to the lighting charge. One is purchasing the lights, which this Board has made clear that they are not going to purchase any lights going forward. The second cost is the operation and maintenance of those lights. Every home owner in this community pays toward the budget, so a home owner who lives in neighborhood G or I or A, they all are paying assessments. They all get lights, just like the rest of the community, unless they are going to have their fees reduced so they do not have to pay for your lights, which does not make any sense.

The Resident stated the main thing is that the bill for the lights themselves is going to be covered by the home owners and not the CDD.

Mr. Glantz stated this Board will not fund the installation of the lights.

The Resident stated so it will be put on the builders.

Mr. Glantz stated not by this Board.

The Resident stated we do not have to worry about purchasing the actual lights themselves. We will have to maintain them, but not purchase them.

Mr. Glantz stated yes.

Mr. Berube stated we do not have an issue with adding all the maintenance. The big problem is, the street lights are tremendously expensive. With the accelerated neighborhoods coming online, it would be a choke point. It would literally choke us nearly to death to have to continue buying those lights, so it will become a problem. The maintenance is far less money and is able to be budgeted as the neighborhoods come online. That is how it works. They build the neighborhood and put it all together, and then they turn it over to us in exchange for us maintaining it forever.

A Resident stated I live on Schoolhouse Road near the roundabout where you go to the back entrance. Lennar Homes just finished, and several of us have dogs that we walk. There are also a lot of people who walk and push strollers. The crosswalk between the

greenspace across the street and our house is not lit by any street lights. Many of us were talking and we think it is a safety concern. You cannot tell, especially when it is twilight or early morning, if someone is on the sidewalk getting ready to go on the crosswalk, plus there is the added danger of vehicles going to and from work. It looks like there are four lights on the roundabout, but none of them are near the crosswalk to provide any illumination. We are worried that someone may not realize a pedestrian is standing there who might get hit, either a dog or a person. There is one light that might be able to illuminate more if the tree around it was trimmed, but I still question if that is enough, and we would hate to see a street light added on the house side of the street.

Mr. Berube stated this is the roundabout from Schoolhouse to Five Oaks, closest to the west entrance.

The Resident stated correct.

Mr. Berube stated moving or changing the street lights is pretty much out of the question. Trimming the trees back to provide better visibility of the light that is being generated is something we can direct Davey to do.

Ms. Kassel stated for those people who have cell phones, use your flash lights.

Mr. Glantz stated we can also look at the shields on the lights and perhaps adjust those.

Mr. Berube stated we will have Davey look at trimming the trees to see if we can make it better. I will look at the shields to see if we can do something with them, and perhaps we can contact OUC.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Berube stated Mr. Steve Boyd has been working on the alley repaving. As we discussed a few months ago, we withheld money from the contractor's final payment. Allstate Paving came out Monday and redid the little area on the alley behind Sundrop that was damaged. They tore up the damaged asphalt and put down some cold patch. My expectation is that they only did what they did before, and when a truck drives over it, that spot will get broken again. I contacted Mr. Boyd regarding the balance of the payment, and he said that is up to the Board. The contractor has not responded to anything else, including phone calls.

Mr. Walls asked is that the only major issue?

Mr. Berube stated yes.

Ms. Kassel stated there were two or three issues, including striping.

Mr. Berube stated those were all taken care of. The striping is done. They had add-ons to the contract that were not approved. They also failed to mill about 50%, which is the big issue. They charged us for milling 100% but they only did about 50% by their own admission. At some point, we will have a meeting and will negotiate this, but that is where it stands. They are a non-responsive vendor at this point.

B. Attorney

i. Agreement with Harmony Community School

Mr. Qualls stated I reviewed this agreement and have a few minor points for the Board to consider. There is language in paragraph 21 that says if there is an event where the facility is required for the School Board and it cannot be moved, they have the right to make the CDD move. It sounds like the CDD needs a backup plan, and signs would need to be posted. The standard fee schedule is mentioned, but nothing was attached. I imagine they would waive that fee since we are both governments.

Mr. Walls stated I was told they would waive it. In terms of being kicked out, that is true, but what they told me was we had the option to use either the cafeteria or the media center. Unless they had an event where both rooms were being used, we could use one or the other.

Mr. Qualls stated that sounds great. I do not know the effective date, but we will need to notify the public of the change.

Mr. Berube asked do we have a legal requirement to have a telephone available?

Mr. Qualls stated not that I am aware of.

Mr. Walls stated they told me they do have phones available.

Mr. Qualls stated the meeting has to be open to the public, but that does not mean that the public can participate in any means they choose. They need to come to the meeting.

Ms. Kassel asked what about Board members who want to call in?

Mr. Qualls stated that is allowed, but a Board member on the phone cannot vote.

Ms. Kassel stated that is not what we were told earlier.

Mr. Qualls stated you can vote, but your vote does not count.

Mr. LeMenager stated he has told us that before.

Mr. Qualls stated it is an Attorney General opinion who advised that.

Mr. Berube stated there is an insurance requirement. I am not sure that our current policy meets their fairly strict standards.

Mr. Qualls stated they require \$2 million or more in the aggregate.

Mr. Berube stated I think we have \$1 million.

Mr. Moyer stated that is what I recall, also.

Mr. Qualls stated the way it reads now, it almost reads that it is between the School Board and Mr. Walls, so we would strike that and insert Harmony CDD.

Mr. Walls stated this was their standard form that they sent.

Mr. Qualls stated these comments are not earth shattering.

Mr. LeMenager asked so what do we need to do to have our next meeting at the school, where it is warmer?

Mr. Qualls asked did you want to start meeting there next month?

Mr. Berube stated we have not decided that yet. After I challenged them, the rental fee for this room went from \$250 to \$125 per meeting. So it was reduced by half, but they are not going to reduce it much more than that.

Mr. LeMenager stated it is always ridiculously cold in this room 12 months a year. Last month, we all wore our coats.

Mr. Walls stated I was hoping they would recognize that we have partnered with them and maintain everything around the building and in the front. I do not think there are people waiting to meet here on a Thursday night to rent this room. They did not do that. So out of principle alone, I am not of a mind to pay them public money to sit here on a Thursday night.

Mr. LeMenager stated I applaud Mr. Walls for taking the initiative with the school. As a civic use, what a great idea for people who do not have school-age children and would never otherwise go into the community school to use that as our meeting facility. Their email to Mr. Walls was very gracious. They invited us to use their facility and thanked us for doing so many things for them.

Mr. Walls stated they were very welcoming. Mr. Qualls is right that there is a possibility that they could have a function at the school one night, so we would need a backup location.

Mr. LeMenager stated it is wonderful that we have a larger-than-normal crowd tonight, but our normal crowd ranges from two to four residents. If we had to go into a smaller room almost all the time, that would be fine.

Mr. Berube stated we could do that in this building, as well, for maybe \$100, but there is still a cost. If we were to change our meeting location, do we need to readvertise the meeting schedule?

Mr. Moyer stated yes.

Mr. Walls asked what is the procedure if we have to change venues at the last minute?

Mr. Moyer stated we would post a notice on the door that we are moving the meeting to another location.

Mr. Qualls stated you could even open the meeting at that location and then announce the new location.

Mr. Berube asked if we moved the meeting, where do we go?

Mr. Qualls stated I do not know.

Mr. Farnsworth stated we could fit in a classroom if need be.

Mr. Walls stated I am sure we can work something out with them.

Mr. LeMenager stated if they have two rooms that we can use, that is probably fine.

Mr. Walls stated they are bending over backwards to accommodate us. Whatever we need, all we have to do is let them know.

Mr. LeMenager stated I think that is a great idea.

Mr. Berube stated we probably cannot move next month's meeting. What is our notice requirement?

Mr. Moyer stated it is seven days. My bigger concern is if we honor their request for a \$2 million insurance policy and we only have \$1 million, I do not know the cost for increasing the limits of that policy.

Mr. Farnsworth stated we might need to renegotiate that item.

Mr. Berube stated that looks like it is a School Board decision.

Mr. Walls stated I know other groups in the community have had functions there. I am quite certain they do not have \$2 million policies.

Mr. Qualls stated there is a third option of reimbursing the school for the cost of coverage.

Mr. Walls stated we can talk with them about it.

Mr. Berube asked are we all in agreement to move the meeting location to the community school?

There was unanimous consensus from the Board.

Mr. Berube stated I will ask Mr. Walls to discuss this with them and see if we can finalize everything before our seven-day meeting notice requirement.

Mr. Walls stated I just need the right names on it.

Mr. Moyer stated provide me with the address when it is all settled.

Mr. Berube stated ask if they will waive the \$2 million insurance requirements in favor of our existing \$1 million policy, if we can meet there beginning in February, and confirm the fees are zero.

<p>On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the facilities use agreement with the School District of Osceola County with Mr. Walls being the Harmony CDD's liaison to finalize the agreement, subject to the School District waiving the \$2 million insurance requirement, the ability to meet beginning with the February meeting, and confirmation that the usage fees are zero, as discussed.</p>

ii. ADA Requirements

Mr. Qualls stated I just looked up the ADA requirements, which say that no person shall be discriminated against on the basis of a disability to full or equal enjoyment of the facilities. I am not opining either way since that is not my specialty, but if your park facility was not accessible, someone could file a complaint. The test is if removal of the barriers is readily achievable, which means easily accomplished and able to be carried out without much difficulty or expense.

Mr. Berube stated the park facility is largely accessible now because the fence has been removed, as have the gates. These kids are going after the little bump in the walk, and it would be hard for someone in a wheelchair to go across the mulch. That is really what they are making accessible.

iii. Plat Dedications

Mr. Qualls stated the Board approved a motion last month allowing the Chairman to execute the plats for parcels F and H-2, subject to review and approval by the District's legal counsel. We reviewed the plat, and it met plat specifications. The one thing I want

to make clear is, the rest of the motion said that there are no financial obligations associated with executing the plat. As far as signing the plat, there are no financial obligations except our cursory review. We performed a very thorough review, but you can dedicate facilities by plat. As you know, this District's duty is to maintain horizontal infrastructure. Because this property has been dedicated, if there is horizontal infrastructure that needs to be maintained, the CDD is the entity to maintain it.

Mr. Walls stated what we were going after is, we want to know what it is. We understand we will take over the maintenance of those parcels they are turning over to us. The question is what they are putting on there for us to maintain. Maybe we need a separate agreement with them for that or something along those lines. Before they turn it over to us, we want to know what is going in there.

Mr. Qualls stated that dedication is done. That is your responsibility as a governmental entity. Nothing can happen without your approval. You do not have to maintain anything that does not meet your specifications.

Mr. Walls stated the problem in H-1 is, we did not get that oversight. It just happened and they told us it was ours to maintain.

Mr. Qualls stated as far as the two parcels that the Board approved last month, those are F and H-2, which are raw land at this point, so that is different.

Mr. Berube stated we wanted to know what is going on those two parcels. When we had meetings with Mr. Glantz this month, we found out what is going in there, which is pretty bare bones. Landscaping is not exotic or excessive. It is Florida friendly and low water usage. It is minimal.

Mr. Qualls asked is the infrastructure management just landscaping?

Mr. Berube stated yes, but it is minimal. It is not like H-1 that has a lot of trees and turf and other things to maintain. The new neighborhoods are basic.

iv. Fence Relocation

Mr. Qualls stated I saw some discussion in the minutes about the fence issue, so I sent another letter to Mr. Michael Heaphy. I am not billing the District for that, but this was the firm letter indicating that we have exhausted every way we know how to resolve this amicably and requested him to pay the invoice. I am not going to do anything unless the Board directs me to do something. We threatened to use any and all legal action. The Board has options, but I need direction on that since each step I would take has an associated expense with it.

Mr. Berube stated he owes \$700 for the fence relocation.

Mr. LeMenager stated if we do this, we will end up spending thousands of dollars in attorney fees. On the other hand, we do not want to set a precedent that says residents can have private use of public property and not face any consequences.

Mr. Qualls stated looking at what is easiest to do is to figure out how to file some sort of lien against the property, like a construction lien. The deal with that is, it is a race to the courthouse, and you will be in line behind all the other lien holders. The other end of the spectrum is to file a complaint against Mr. Heaphy, probably in small claims court, and you get a judgment against him. Then that turns into a lien.

Mr. LeMenager stated if we file a lien, then that will be the kind of thing that is discovered when he tries to sell the home.

Mr. Qualls stated that is my understanding. I do not know the specifics because I did not look into it. With a construction lien, that is how it works. If you do construction on a house and they do not pay a bill, you file a construction lien against it. If they want to sell the house, that lien has to be satisfied before it is free and clear.

Mr. Moyer stated as part of our budget, we can have a special assessment hearing for one lot because we provided a benefit to that lot. We will notify him, he can attend the meeting and say whatever he wants to this Board, but at the end of the day, this Board could make the determination that it is an assessable improvement with specific benefit to his property, which allows us to put it on the tax bill.

Mr. Walls stated I do not see any problem with that.

Mr. LeMenager stated it sounds like a great solution

Mr. Qualls asked does he reside at the property?

Ms. Kassel stated no, his wife does.

Mr. LeMenager stated he still has to pay the tax bill. That is how we will get our money.

Mr. Moyer stated that is the finding that the Board will have to make, that what we did is, in fact, a benefit to his property. Then we have every right to assess it.

C. Field Manager

i. Dock and Maintenance Activities Report

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

Mr. van der Snel stated I dropped the ball on including calls I received on the communication log. Mr. Berube reminded me but I did not get it included. I apologize for that and will make sure it is included for February's agenda. We are working on the Swim Club restrooms and tiling. We finished the tile today and have to grout it and put everything back in. It looks good, a little retro. The irrigation is up to the level we want right now. The bill for November was \$15,000, and the bill for December was \$4,890, which is where we want to be. I had class with Mr. Mike Walker. Maxicom is a very complicated system; however, I have learned the basic knowledge to change it or to stop irrigation. What happens now is, when it rains, irrigation still runs, which is frustrating. I wondered why we could not change it, so that is changed now. Whenever it rains, the irrigation will stop, but I have to turn it on manually again, so it is tricky. I think it really works. You saw the water usage and the bill went down. We are more aware of how we use our water. I do not know if you noticed how the turf looks, but it looks pretty good, even for winter. That is because we do not over-irrigate and it is more controlled.

Mr. Berube stated we had some discussion in past years about flow meters. Maxicom can only go so far without knowing what is going on. Mr. van der Snel and Mr. Aaron Smith had a discussion of putting in flow meters on some of the larger zones. We are investigating to see if we can do them by radio control. The flow meters are cheap, but it is very expensive digging up the ground to get the wire back to the controller. If we can get radio-controlled flow meters that will tie onto these new OUC meters, we ought to be able to look at potential leaks fairly quickly and know what is going on in order to respond to them before waiting for a gusher to come out of the ground. We are not going to spend a huge amount of money.

Mr. LeMenager stated that makes sense. If the technology does not exist today, in a couple years I am sure we will be able to do it all.

Mr. van der Snel stated we can help install the flow meters by doing the digging, and he just has to install it. By implementing this, after investing \$2,000 in one clock, we can see what we can save without spending \$60,000 on all the clocks and finding out that we did not save anything. We have mainlines under trees, and we had three mainline breaks in two weeks on Cat Brier because the trees push on the lines and the joints go out. That is a four-inch line. If it breaks and we do not see it soon enough, that is a lot of lost water.

The flow meter will generate an alarm to let us know thousands of gallons are going through. That is the advantage of the system.

Mr. Berube stated Mr. Smith was the person chosen by the development company to install the irrigation systems that are going into the new neighborhoods. We talked with him and as he puts in the new system, he will tie the flow meters into the new neighborhoods. We will have flow meters in the system when the developer buys that as part of the landscaping package. We will start to have flow meters around, and if we can get the radio-controlled ones to work off the OUC meters, we may be able to get this under control.

Mr. Berube stated related to irrigation, we received a stack of violation reports from Toho Water Authority (“Toho”) for watering on the wrong day. They want us to water on Monday and Friday. We have 540 zones controlled by 27 different major valves.

Mr. LeMenager asked have we talked with the senior people at Toho?

Mr. Berube stated we have not, and that is where I am going.

Mr. LeMenager stated I think you will find them amenable. My wife received one or two of those. We had a presentation when the Toho senior staff people were here, and she talked with them afterward. It was resolved quickly. If you have not talked with the senior people, I would ignore the violations because they are computer generated.

Mr. Berube stated that is correct. I know Mr. Rodney Tilley and can respond to him to let him know that we cannot run 540 zones in the short period of time they allow us to run them. If we turn on all the zones at once, we will suck up all the irrigation water there is. We need some leeway. I wanted to let the Board know we have received some violation notices in the past over a period of time. Now that they have electronic meters in place and can monitor when the meters are running, they can send out notices.

Mr. LeMenager asked do the watering regulations apply to governmental bodies?

Mr. Berube stated we do not know that. Toho thinks they do.

Mr. LeMenager asked based on what?

Mr. Berube stated I do not know. It is ridiculous that they are running six hydrants pouring drinking water down the drain, and they are complaining that we are running irrigation water on the wrong day.

Mr. LeMenager stated talk to the senior people.

Mr. Berube stated as you heard, our irrigation bill went down by two-thirds last month, and they are still complaining. I will take it up with them. I just wanted to let everyone know since it is a Board matter to a certain degree because they threatened to shut off the water. I doubt they will do it, but we will handle it.

ii. Buck Lake Boat Use Report

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

iii. Aquasol Commercial Chemicals Contract

Mr. Berube stated Aquasol is also known as Poolsure. As a bit of background, we have had a long-time supply agreement with Spies, and we ran into a couple issues. Recently, the style of tanks changed in which Spies was delivering chlorine. The new tanks are easier to monitor how much is in there. They are marked so you can see what is going on. Spies came and filled them up. I think Mr. van der Snel anticipated that they should put in about 50 or 60 gallons, and we were billed for 180 gallons. When challenged, they had no response other than to say they filled the wrong tank. I do not know how you fill the wrong tank since there is only one. They instantly credited us for 120 gallons. When you look back, there has been some suspicion. Every month, the bills are never 42 gallons or 82 gallons or some other number. It is always 80, 85, 90, or some other round number. Their trucks are not metered. I went back a year and looked at chlorine usage, and it is up and down. The usage should be fairly level. I am not saying they are abusing it, but they have no meter on the truck. Apparently in talking with Spies, the guy delivering the chlorine just estimates what he is putting in. There have been a couple other things that we were not very happy with, such as pump exchanges. Mr. van der Snel went out to see if there were other suppliers, and Poolsure came up. They are a national company. They come in and put their own controllers on. We have controllers now, but they are ours and we pay to maintain them. This company comes in and puts on their own controllers, they maintain them, and they monitor the water chemistry over the internet through a control center. They change the chemical addition through their controllers going into the water. We are still responsible by law to test it every day, which we do now. We monitor those numbers, but they also know what is going on remotely and can adjust chemical use up and down. The reason they do this is because pool chemicals are a fairly profitable business, and they really want our business. It is hard to figure what we have spent exactly because the water feature is included, and certain other

chemicals are not part of this agreement. In the last 12 months, we figured we spent somewhere between \$11,000 and \$12,000 for chemicals in the pools. The other problem with that dollar figure is, you do not know if that is real or not because of the chlorine delivery situation. We are not sure how accurate that is. For our two pools and the way they are heated, Poolsure figured it should cost about \$7,200 per year. They will provide the controllers, the chemicals, the monitoring, and the notifications of any changes to be made.

Mr. LeMenager stated so we will save at least \$4,000.

Mr. Berube stated yes, about \$4,000 or \$5,000.

Mr. Qualls stated the contract is for the delivery of the chemicals. They have their controllers that they put in. It was negotiated out any responsibility in having to replace any of those controllers if they got damaged, but the contract is very clear. This is not a contract to maintain the chemical levels in the pools. That is the responsibility of the District. If there is a problem, then you alert the company. When they come out, they will make adjustments. This is really a contract about delivering chemicals to the pools as I read it.

Mr. Berube stated they also monitor and adjust the controllers to keep the chemicals going in. It is our responsibility to continue what we are doing now, which is maintaining those chemicals.

Mr. LeMenager stated it is exactly the way we do things now, but they have this extra component they are doing but not charging us for.

Mr. Berube stated that is correct. As we negotiated this contract, they originally wanted additional monitoring fees and a diesel fuel surcharge, and they wanted us to be responsible for the controllers. It was originally a two-page contract that turned into 12 pages. We took out all the risk for the District, so our cost will be \$7,200 annually with no add-ons.

Mr. LeMenager asked is Mr. Qualls comfortable with the contract as it is now?

Mr. Qualls stated yes, and something else I want to point out is indemnification. It is there in caps, but in no event, essentially, is the supplier going to be liable for anything.

Mr. LeMenager stated Spies was not, either.

Mr. Berube stated that is correct.

Mr. Qualls stated the question is if there is an arrangement with the current provider or if there is a contract.

Mr. LeMenager stated no, they just come and deliver.

Mr. Qualls stated we just need to notify them that we are terminating their service.

Mr. Berube stated yes, and we are getting close to that now. This has been going on for a month, and we are to the point where we need to make a change.

Mr. Qualls asked did Mr. Berube negotiate the diesel fuel surcharge?

Mr. Berube stated yes.

Mr. Qualls stated they included a diesel fuel charge for delivering in the original agreement, but that was removed. All that you pay for is the cost of the chemical.

Ms. Kassel stated you say it is \$7,200. Does it depend on what the pools need as to what we are charged?

Mr. Berube stated no, it is a one-year contract and is fixed for the first year at \$7,200. After that, I am sure they will come back to us and tell us either we need to pay more or the cost is sufficient to continue with no change. My suspicion is they will want to continue the contract because they are pretty aggressive at wanting our business.

Mr. van der Snel stated it all depends on the chemical balance of the pool. If you have enough cyanuric acid in it and you can keep the chemicals working together, then you use hardly any chlorine to keep the pool balanced. With the monitoring they will do, for which I will have an application on my phone, I can see what the pool levels are 24/7. It gives me good insight for what is going on. If my job is to keep the balance of the pool in a very good state, then it is not sucking out all the chlorine.

Ms. Kassel stated I am confused. They are delivering chemicals, monitoring those chemicals, and adjusting those chemicals, but they are not responsible for keeping the pools balanced.

Mr. Farnsworth asked what if there is a disagreement between what they say the level is and what you say it is?

Mr. Berube stated we test every day because by law, we have to do that, which is why we pay two people on our field staff to be certified pool operators.

Mr. LeMenager stated it is a nice extra, but it does not change anything because we are legally responsible to check it anyway. That extra is cool, but we are saving \$4,000 on chemicals.

Mr. Berube stated that is exactly right.

Mr. Walls stated when I read this, the risk is pretty low because there is a 30-day termination clause.

Mr. Qualls stated yes, for either party.

Mr. Berube stated we are keeping all our controllers and everything else. If we decide to terminate Poolsure, if something goes wrong, or if he comes to us in a year and says the new contract amount is \$20,000 because he grossly underpriced it, then we put our controllers back on and have Spies or someone start delivering chemicals.

Mr. Qualls stated to be clear, they do not introduce the chemicals into the water. That is the job of the District. They put the controllers in, which monitor the pool levels. If the District sees a problem with how the monitors and the controllers are working, then the District advises the company who readjusts the controllers.

Mr. Berube stated that is correct.

Ms. Kassel stated I thought the controllers delivered the chemicals.

Mr. Berube stated they do.

Ms. Kassel stated it is their chemicals that they are supplying.

Mr. Berube stated yes.

Ms. Kassel stated they deliver the chemicals based on the measurements that they are getting, which are based on the controllers.

Mr. Berube stated that is correct.

Ms. Kassel stated they are actually adjusting, but they are saying they are not responsible for keeping the balance. It is very confusing.

Mr. van der Snel stated we are missing a link. The ORP (oxidation-reduction potential) sensors—the controllers—give a signal to the chemical pumps to add or not add chemicals.

Ms. Kassel stated these are their controllers, their pumps, and their chemicals.

Mr. Berube stated yes.

Mr. van der Snel stated but it is my responsibility to keep them plugged in and keep the chemicals balanced.

Ms. Kassel stated Mr. van der Snel's responsibility is to monitor that it is working.

Mr. Berube stated yes.

Ms. Kassel stated it is their responsibility to make sure the adjustments happen and the equipment is working and is functional. But they are saying they are not responsible.

Mr. Qualls stated that is the way I read the contract. They simply deliver the chemicals.

Mr. Berube stated we, the pool operator, have final responsibility for the pool chemistry in the water. Right now, we have controllers and ORP sensors, which are square devices that put chlorine in the water as it goes through the pump. Our equipment is coming off, and their equipment is going on. They will monitor it remotely.

Ms. Kassel stated I understand that, but their contract is contradictory.

Mr. Berube stated yes. They want to be sure that we know if the chemical introduction goes haywire, that it is up to us to manually add chemicals, which we understand and which is what happens now. If our ORP sensor goes down now, we add chemicals manually to balance the pool until we fix the sensor. This saves us the cost of the spinners, the tubes, the pumps, and everything else.

Mr. Qualls stated this contract discusses the company installing the controllers. It does not say anything about pumps.

Mr. Berube stated it is an integrated unit.

Mr. Qualls stated so “controller” will mean a mechanical device to assist the District in monitoring and controlling water chemistry.

Mr. Berube stated yes.

<p>On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the agreement with Aquasol Commercial Chemicals for pool chemical maintenance and chemical controllers, in the amount of \$7,200, as discussed.</p>
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iv. Miscellaneous

Mr. Berube stated Mr. van der Snel found out that Sprint offered credits for old iPhones, even if damaged or broken. We had two of them that we sent back to Sprint. They treated us very kindly with two really shattered iPhones that were no good, and they gave us \$482 in credit for those two phones. They treated us very well once again.

Mr. Berube stated we had another meeting with the Osceola County School District. They said the irrigation system at the school is working. We discussed an interlocal agreement with the principal, and we are trying to get another meeting with them but

have not been able to schedule it. They said the system is up and running. We need another meeting to verify that it is all up and running and finalize the interlocal agreement. That is for the irrigation along Cupseed and Bluestem. It has been a very slow process with them.

Mr. Berube stated if you have looked at our electric bills every month, you will notice that one is different, and it is the one for the Swim Club pool. It varies a lot between winter and summer. We have a GSD meter because it is a high-voltage usage. I did a little investigating. Secondary demand meters will allow you to shift your electricity usage into the nighttime hours. They have prime periods, shoulder periods just off the peak periods, and then nighttime usage when it is a lot cheaper. In our case, our usage during the winter goes up because we run the heater. There is no plus for the heat, but we pay to run the pumps to run the water up and down. In general, it costs an extra \$400 or \$500 over the non-heating/non-cooling season. In the peak summer months, we also cool the pool a little, so the number increases to run the pumps. Did we find out from Symbiont if we need to have a timer on it?

Mr. van der Snel stated there is a timer that needs to be serviced.

Mr. Berube stated the heater is on a timer. If we switched from heating all day and all night to just heating at night, last month, we would have saved \$500 on the electric bill. This month we will probably save a similar amount. There is a \$417.86 kilowatt charge because we use so much electricity and do not put it on the off hours. So we pay that penalty up front, and then we pay the full price for the kilowatts we do use. It was \$1,758.22 last month, and if we switched it to all night, it would have been \$1,267.57, which is a \$500 savings. There is no cost to do this. It will probably be a greater savings because as our kilowatt usage during the off hours goes up, this demand charge would go down. I just want to let the Board know that I am contemplating doing this.

Mr. LeMenager asked why would you not do it?

Mr. Berube stated I talked with OUC about this, and you cannot contemplate exactly what you are going to save because we run the filter 24/7. The only additional demand that we know of is the heater when it runs.

Mr. LeMenager stated it should not be more.

Mr. Berube stated correct.

Mr. LeMenager asked is it just a matter of getting someone out to service the timer?

Mr. Berube stated yes, and that will probably be a \$200 service call. I wanted to let everyone know because once we make the change, we are stuck with it for a year. This is our largest electric bill besides the street lights.

Mr. LeMenager stated it is logical that it costs more to heat a pool in the winter.

Mr. Berube stated we are already paying extra for the demand meter. We have just never taken advantage of it. It is already set up. Nothing has to change other than the way the bill comes and set the timer.

A Resident stated I am sure they have this figured out scientifically. If you only heat the pool at night, then at 8:00 a.m., the pool would be 88 degrees. What would the temperature be at 4:00 p.m. on a day like today?

Mr. Berube stated it is hard to say. The sun helps a lot. On a cold winter day when it is 50 degrees, you would probably lose a lot of that temperature. The reality is, very few people want to get in the pool when it is 50 degrees. I do not think it matters if it is warm or not.

Mr. Walls asked does that defeat the purpose of heating the pool? The reason it is heated is in case someone wants to use it on a colder day.

Mr. Berube stated I know, but if you lose the ability of three pool visits versus a \$500 monthly savings, that is the trade-off.

Mr. Walls stated we paid a lot of money for the heater, so I would rather have the pool heated during the day.

Mr. Berube stated if it is going to run at night, we can turn the temperature up to 90 degrees to get that gain. We do not know how it will work. I visit that pool as much as anyone, I think, and if it is below 75 degrees and windy and dark, I am not going into the pool, and I do not think anyone else is.

A Resident stated a friend of ours has the same system on his house. With his system in particular, and I helped him put it in, he is monitored and just pays a different rate at night than during the daytime. It is almost like he has two meters but it is running off one meter. Can you do that with this pool?

Mr. Berube stated yes.

The Resident asked is that why the penalty is so high because you are using so much during the day?

Mr. LeMenager stated yes, we can do it, but we have not been doing it.

Mr. Berube stated that is what we are going to try to do. We will have three different rates when this is done: peak hours during the daytime, shoulder hours a couple hours before and after peak, and nighttime hours of 10:00 p.m. to 6:00 a.m. The cheaper usage is at night, and that is when the heater would run. If we want to run it during the day, we can turn it on and pay the higher rate. The risk is some people might complain. I do not know what the demand is, but to me, for \$500 monthly savings, it is worth it. During the summer, we would have the same amount of savings when they run off peak. We are always using some electricity besides the heater. We will move forward with this.

Ms. Kassel asked what is going on with the turf in the Green neighborhood?

Mr. van der Snel stated I received a pretty good estimate on artificial turf, which is \$65,000. I told him that was not an option. We can install new sod, which we have done several times.

Mr. Berube stated we need a better solution.

Mr. LeMenager stated I really think the solution is to educate the residents of the Green neighborhood that there are playground alternatives available. It sounds like they are using it as a football field, but they are playing a lot of games there.

Mr. van der Snel stated it is high traffic.

Mr. LeMenager stated educate them because we get a lot of new residents who do not know what is what and where things are. If you live in that neighborhood, you have not been here very long. A lot of it is education to let them know there are other places the kids can go that are a very short walk away.

Mr. Berube stated the problem is, kids are gathering in that big, open green area and playing ball. Several neighbors do not like that going on.

Mr. LeMenager asked did they not understand that when they bought their property and saw these playgrounds right in front of them?

Mr. Berube stated we could limit the ability for kids to play on that turf by putting in some trees and restricting the big open areas.

Mr. LeMenager stated there is a little park by my house that has a couple small trees on it. The problem with small trees is they attract little boys, and lots of branches are getting broken off those little trees. It sounds like a great idea, but kids look at trees and want to climb them.

Mr. Walls stated something that was mentioned to me that I think is a good idea is to use the gas pipeline easement that we own that runs north of the Green neighborhood. What if we increased the frequency of mowing that area so that it is a viable place for these kids to play? We do not need to do much or pay much right now, but it will be another option. Right now, the grass gets pretty high. Once the houses are built in there, we are going to want to do that anyway, I think. We can make that an open space so that there is another usable green area for people in that neighborhood.

Mr. Berube stated the easement is on the north side of Butterfly closer to the pond. The developer is going to be putting a landscape buffer that you saw beyond the easement.

Mr. LeMenager asked how wide is the easement, 20 feet?

Mr. Walls stated it is big.

Mr. Berube stated it is more than that. I think it is 75 feet wide because two pipelines are underneath. Since the developer is going to be doing some landscaping in that area, maybe we upgrade it.

Mr. Walls stated eventually, if we wanted, we could make that into a full-fledged park. Right now, we can give them another place that is viable to go play. You can do that by just mowing the grass.

Mr. Berube stated with the pressure that is being put on the developer, I imagine we could have a conversation with Mr. Glantz and get that included as part of their landscape plan. I will present that, unless Mr. Walls wants to present it. It is a nice idea.

Mr. LeMenager stated right now, they are very standoffish as to what we can do with the easement with the pipes underneath it.

Mr. Walls stated we have a dog park sitting on the easement on the east side, so we can build a playground.

Mr. Berube stated we cannot build a permanent structure on it. Turf and trees are fine, but we cannot put a slab or anything like that.

Mr. LeMenager stated yes, I understand.

Mr. Berube stated we could build a playground, but I am not sure about a swing set, although we could probably do that.

Mr. Walls stated we have a playground on the easement to the east.

Mr. Berube stated I understand, and we can do that as long as we do not put down a big concrete slab.

Mr. LeMenager stated the climbing equipment is also on the easement.

Mr. Walls stated yes.

Mr. Berube stated if we take that area and make it a playground, then we need to figure a way to move kids from the existing park. The only way we are going to be able to do that is to close that open space.

Mr. Walls stated I am not talking necessarily about a full-fledged playground. Right now, I am just talking about making it a usable field because it is big enough to be. We need to advertise it. I think you will get a lot of kids using it.

Ms. Kassel asked what is to stop that from getting torn up?

Mr. Walls asked who cares?

Mr. Berube stated it is not in front of anyone's house. People do not care about the field in front of their homes except that it looks a mess. That park is those people's front yard, and that is their problem. They thought it was a great idea when they bought the house. They could walk out the front door, go across the sidewalk, and be in the park. That was wonderful when the neighborhood was empty. Now, it is filled with people, and everyone is in their front yard.

Mr. Walls stated the reality of that park is that it is a drainage ditch.

Mr. Berube stated that is correct.

Mr. Walls stated the grass does not grow.

Mr. Berube stated they needed drainage for the houses, and they turned it into a park. There is an area that goes in and has a drainage grate that is five feet down, so everything flows in there and it is a mess. I understand people's complaints. In the summertime with the rains, it will be muddy. During the dry season, dust blows all over, and it looks terrible. We will investigate and I will talk with Mr. Glantz to see if we can get something expanded to the easement. They are getting some heat about more parks.

Mr. Farnsworth stated I have a question on the camera that was added to the Swim Club. Where did it come from? Was that the one that we had?

Mr. van der Snel stated we bought that camera. It is a remote camera.

Mr. Farnsworth asked is the camera that we discussed last month still around somewhere?

Mr. van der Snel stated yes.

Mr. Berube stated it is a trail camera, but it is not in use.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. December 31, 2014, Financial Statements

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

Mr. Moyer stated we have collected 64% of our non-ad valorem assessments, which is expected this time of year. That is where we were last year at this time. Revenues are right where we expect them to be, and we are about 10% under budget on the expenses. Overall, we are doing pretty well.

B. Invoice Approval #177, Check Register, and Debit Invoices

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

Ms. Kassel stated on the second invoice attachment, page 19, is a bill from Smith Manufacturing. I would like to know what that is.

Mr. Berube stated they manufacture our sidewalk grinder, and this was for a kit to rebuild the grinder head, the piece that grinds the sidewalk.

Ms. Kassel stated on page 52 of part 1, there was a note from Mr. van der Snel on page 51 referencing the dog park, but on page 52 was something that did not seem related to the dog park.

Mr. Walls asked is that the scaffold tower?

Ms. Kassel stated yes. What is that?

Mr. Berube stated we bought a scaffold tower for about \$500. When we redid the pavilion at Lakeshore Park, we needed to get the guys on top so they could paint all the tubing. It is a 4-foot by 8-foot rolling scaffold tower so they could stand on it.

Ms. Kassel stated page 52 said it is an invoice for the dog park fence. The next page is for the scaffolding.

Mr. Walls stated that note refers to the page before it that had hinges and bolts.

Mr. Berube stated there are two Home Depot invoices. One was delivered, and the other was picked up.

Ms. Kassel stated one invoice included a charge for a 20-ounce Coke. I do not think that is appropriate.

Mr. Berube stated if you look down, there is a refund for that. One of the staff made a mistake and as he walked out, he realized it and had it credited.

Mr. van der Snel stated we purchased the scaffold, because to rent a scissor lift was the same amount of money.

Ms. Kassel stated the purchase was fine. I was just confused about the reference. Usually the email is first and the invoice is second.

Mr. Berube stated regarding the dog parks, there was some chatter today on one of the Facebook pages about gates and broken handles.

Ms. Kassel stated yes. I saw emails and comments. One person posted that she thought the dog park gates were broken. I explained that they had been adjusted so that the gates only opened in and would swing shut. My experience is that a number of them do not swing all the way shut. They close but leave a gap of about one foot. People are confused by the cut-off drop forks. That may just take some time. A number of people have been here for years and are used to opening them both ways. I do not know if all of them have been adjusted so that you cannot open and close the drop fork.

Mr. van der Snel stated they have been adjusted.

Ms. Kassel stated they need further adjustment.

Mr. van der Snel stated yes. I greased all the hinges. The main gates that I worked on are now shutting by themselves. One of them is really challenging, which is the one on the Bracken Fern side. I will get it working properly. All the other ones are shutting automatically now. I do not want them to shut too hard, because I do not want anyone to get a finger in the way. It is a gentle close.

Mr. Berube stated I just read the post, and it sounded like it was a disaster. I figured Ms. Kassel would know since she is there all the time.

Ms. Kassel stated I responded to the post.

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

C. Website Statistics

The website statistics are contained in the agenda package and are available for public review in the District Office during normal business hours.

D. Public Comments/Communication Log

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

E. Acceptance of the Arbitrage Rebate Report

Mr. Moyer reviewed the arbitrage rebate report on the Series 2004 bonds, indicating that the District has no arbitrage rebate liability.

Ms. Kassel stated that is because we are not earning nearly the percentage on our money as we are paying on the bonds.

Mr. Moyer stated that is correct.

F. Consideration of Engagement Letter from Grau & Associates to Perform the Audit for Fiscal Year 2014

Mr. Moyer reviewed the engagement letter from Grau & Associates to perform the audit for fiscal year 2014 in an amount not to exceed \$4,700.

<p>On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the engagement letter from Grau & Associates to perform the audit for fiscal year 2014 in an amount not to exceed \$4,700.</p>

G. Consideration of Use Application Form from Saint Cloud Soccer Club for Use of the Soccer Field

Mr. Moyer reviewed the use application from Saint Cloud Soccer Club for use of the soccer field. They are requesting use of the field February 1 through May 1 from 1:00 p.m. to 6:00 p.m. on Sundays and 5:00 p.m. to 8:00 p.m. on Mondays and Wednesdays.

Mr. Walls stated Mr. Scarborough contacted me earlier this week about the Pop Warner group utilizing the field, as well. We may run into some conflicts.

Mr. Scarborough stated we should not run into any scheduling conflicts on the weekends. We just need a place to practice during the week.

Ms. Kassel asked are these Harmony residents or is this open to a wide assortment of kids from all over?

Mr. Farnsworth stated that is where the question of fees comes in.

Mr. Berube stated we have discussed this before, and I think we agreed on a general fee for this of \$250.

Mr. LeMenager stated no, we have not settled on any fees yet. That is part of rulemaking.

Mr. Berube stated we had a discussion.

Mr. LeMenager stated that is correct, but we cannot change that until we go through the formal rulemaking process and come out with a full set of rules.

Mr. Berube stated the rules say that we can set a fee.

Mr. Walls stated I went to the minutes for last year because I thought I remembered the details. When the soccer club came to us last year, their pitch to us was to let them use the field for free last year and next year they would pay us a \$5 fee per participant to utilize the field. We are now at the next year. We need to get this into the rules. I do not know if we can enter into an agreement to that effect. In Orange County, we just went through an exhaustive study of sports fields and how much you should charge for them. I can send that to the Board. What they ended on was \$15 per hour for using the fields, which is what they charge Pop Warner, little leagues, and so forth. When we get into that discussion during the rules workshop, that is the direction I would head. Those people know more about it than I do.

Mr. Qualls stated it sounds like they agreed to give a donation this year to use it. They said "fee," but they said they would give \$5 per participant. That sounds like a donation.

Mr. Walls stated that was the discussion in the minutes, and I checked to be sure.

Mr. LeMenager asked what is the registration fee that they have to pay?

Mr. Larisa stated I believe it is \$120.

Mr. Berube stated it is pretty expensive.

Mr. LeMenager stated so \$5 per kid would not be a burden.

Ms. Kassel asked is it \$5 per child for the season?

Mr. Larisa stated it is part of the Harmony initiative to bring people in here. People see the soccer fields, and it is for the greater good for the children and all the home builders. I moved to Harmony for soccer because that is one of the activities where my daughter is very active. They are getting full uniforms and training with their registration fee. We are having league games and league officials to officiate the games. If it is a \$5 donation, then that is what it is. Perhaps the donation could be waived again this year. Whatever the Board agrees to, we will abide by. This is obviously for the youth.

Mr. Berube stated the current rules say in Chapter 4, Rule 6.1.1, *Use of the District Soccer and Volleyball Facilities is subject to Special Event fees and charges as set forth in Rules 8.6 and 8.7 below*. Rule 8.6 is the section on special event fees and charges. Rule 8.6.1 says *Pursuant to the authority in S. 190.011 (10), Florida Statutes, and as may be provided by District resolution, the District may collect Special Event fees or charges necessary to conduct the District activities and services*. We have the ability to charge fees in the current rules.

Mr. LeMenager asked is this a District activity?

Mr. Farnsworth stated that is a slight problem.

Mr. Berube stated we collect the money to offset the cost of running the services. There is no specific number, but the rule is already in place to allow us to charge a fee. It is pretty clear.

Mr. Walls stated I have no problem with something like this. That is what the field should be used for. In my order of priority is the people who pay for it; they get to use it first.

Mr. Berube stated yes.

Mr. Walls stated right now, the individual residents have first priority. Second would be any outside groups that want to come in and pay a reasonable amount to use the field. This particular field—the soccer field—is pretty expensive to maintain with the mowing that has to continually happen, seeding, watering, and so forth. I am fine with that, but I want to be sure we are covered. Once you start putting a lot of people on the field, the price of maintenance goes up, just like what is happening with the Green park area.

Mr. Farnsworth stated what Mr. Berube is ultimately getting around to is what the rules say. If you go through that further, it goes back to Chapter 3 that includes an itemized list of fees for different activities that is supposed to exist.

Mr. Berube stated we do not have that.

Mr. Farnsworth stated there is a Chapter 3, but there is not a list of fees. That is what we have to work out before we can tell them anything.

Mr. LeMenager stated I do not think we should do it off the cuff.

Mr. Farnsworth stated that is the point. I agree with you.

Mr. LeMenager stated we need to set the rules. My position has been that it is still an embryonic community, and we should encourage activities and not charge any fees. I

fully respect Mr. Walls's position that we are a developing community and we really need to start getting this down. I am in favor of that, but let us get it in writing first, not make it up on the fly. My position is to let them use it for free one more year. We will get our act together in the meantime.

Mr. Farnsworth stated I agree; we need to get our act together.

Ms. Kassel stated they want to start on Sunday.

Mr. LeMenager stated that is great; I am all for it. We are the ones talking about fees but have not scheduled the rules workshop to do it.

Mr. Walls stated I did not pull the \$5 out of the air. That is what they offered when they came last year.

Mr. Berube stated we can approve the use application with a \$250 donation.

Mr. Qualls stated a deposit is also contemplated.

Mr. Farnsworth stated that is separate.

Mr. Qualls stated that could be used to reseed the fields or other maintenance.

Mr. Berube stated I recommend having a motion to accept the use application with a \$250 donation.

Mr. Walls asked if the field needs work when they are done, can we agree with them that the deposit is not refundable?

Mr. Larisa stated I am already paying into the CDD, so that is like a double payment.

Mr. Walls stated that is correct, but the league is not paying.

Mr. Larisa stated it is for Harmony children only to play here. I am not bringing people in from Saint Cloud. This is for the Harmony community.

A Resident stated I started this with Mr. Ron Ouellette from Saint Cloud Soccer Club. There will be a handful of kids from outside of Harmony. Last season, I think only three players out of the league did not live in Harmony. Almost all the players were from Harmony.

Mr. LeMenager stated this is for Harmony kids.

Mr. Walls stated but when this group gets on the field, it precludes everyone else from being able to use that field. Anyone else in this community who pays their CDD assessments cannot use it because of a group that is not paying CDD assessments.

Mr. LeMenager stated if you are a Harmony resident, you have the right to make a reservation.

Mr. Walls stated if we grant them the reservation now, all those days are taken up.

Mr. LeMenager stated that is great. I am in favor of it.

Mr. Berube stated the one thing we are forgetting is that there is money exchanging hands. You have to figure the group is not doing this at a loss, and there is potentially a profit to someone, not a Harmony resident. If there is money left over from the registration fees, the league is making a profit at the expense of other Harmony residents who may want to use that field. I agree that we do not have a fee schedule.

Mr. LeMenager stated no one is making money in youth soccer.

Mr. Berube asked then why do they do it?

Mr. LeMenager stated the fun of the game.

A Resident stated maybe that is the problem in the Green neighborhood tearing up that field. They should be in the soccer league.

Mr. Berube stated we can debate this all night.

Mr. LeMenager stated this is for Harmony kids.

Mr. Berube stated that may be what happened last year, but what if this year, 90 kids come from Holopaw? We do not know that.

Mr. Walls stated I will support a motion to approve the application with a \$250 donation from the soccer league. We should make that same condition to Pop Warner. As a condition of approving this, I would like to see some type of agreement about where they park. We might need to address this in the rules workshop, but we have had a lot of complaints in the past of people parking in the street where there are no parking spaces. They need to use the parking lot.

Mr. LeMenager stated they are going to park in front of my house, just like they always do.

Mr. Berube stated we do not have enough parking in that lot for everyone.

Mr. Walls stated I understand, but they need to park where there is a parking space, which is on the other side of the road and in the parking lot. Everyone parks up right next to the field, and those are not parking spaces.

Mr. LeMenager stated I do not think we can get them to abide by that.

Mr. Berube stated probably not.

Mr. Walls stated later, we can enter into agreements with these specific leagues and spell out what we want them to do if they are going to use our fields.

Mr. Qualls stated strictly from a legal standpoint, governments can accept donations. The use application says you shall collect \$250 for a damage deposit. I advise you to follow that requirement. Soccer aside, whatever it is, governments may accept donations. It is no different from going to a State park where you leave a donation.

Mr. Berube stated Pop Warner is a paid league, as well. We do not have an application from them yet.

Ms. Kassel stated for clarification, the application we are talking about will be to receive a \$250 donation, but we are also requiring them to pay the \$250 deposit.

Mr. Berube stated yes.

Ms. Kassel stated I want to make it clear so no one has any misunderstandings later.

Mr. Walls stated the deposit is refundable.

Ms. Kassel stated it is refundable provided there is no damage.

On MOTION by Mr. Walls, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the use application from Saint Cloud Soccer Club for use of the soccer field, upon receipt of a \$250 donation and the \$250 damage deposit.

Mr. LeMenager made a MOTION to waive the \$250 donation from Saint Cloud Soccer Club for use of the soccer field.
There being no second, the motion dies.

Mr. Berube asked is it safe to presume that if Mr. Moyer receives a use application from Pop Warner, subject to the same terms as this one, then he can approve it?

There was consensus from the Board.

H. Discussion of New Meeting Location and Consideration of Facility Use Agreement with Osceola County School Board

This item having been discussed earlier in the meeting, the next item followed.

I. Discussion of Rules Workshop

Mr. Berube stated I suggest we do the rules workshop immediately before the next regular meeting, depending where it is held.

Mr. Walls stated the school is available beginning at 6:00 p.m. Perhaps we should schedule a different night. We want to have the ability for residents to get there.

After a brief discussion, the Board scheduled the rules workshop for Wednesday, February 25, 2015, at 6:00 p.m. at the Harmony Community School.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Mr. Berube stated last month in the agenda package, there was a group of property tax bills, and we agreed to pay them. I do not recall us getting property tax bills before.

Mr. Moyer stated the problem is when we accept property mid-year, we are the ones who get the real estate tax bills. Between January 1 and March, we will petition the property appraiser to exempt us, so we will not get those in the future.

Mr. Berube asked what property did we accept?

Mr. Moyer stated probably the plat dedications.

Mr. LeMenager asked when are we going to start using some of the money we collected this year to pay off some of the former street light leases?

Mr. Berube stated if you remember the discussion, the best value is the first two contracts that are out there. The payoff on the first one is about \$500,000.

Mr. LeMenager asked are we going to do it or not?

Mr. Berube stated yes, but we setup a sinking fund and put that money in two different line items to be tracked in the budget. We were going to put \$180,000 into those funds every year for three years, which brings us to \$540,000. Then we can buyout that \$500,000 contract.

Mr. LeMenager stated I thought we were going to use some of our reserves and start buying contracts to start saving money now.

Ms. Kassel stated we used up our reserves to pay the \$160,000 contract.

Mr. Berube stated if you want to take reserve money to start buying out contracts now, that would make sense, but it is a decision the Board has to make. The sooner we start the buyout, the sooner we save the 10.5% interest by saving money on our monthly bills.

Mr. LeMenager stated I do not want to wait another three years. The sinking fund does not strike me as a good idea.

Ms. Kassel stated it is \$10,000 or \$12,000 per month. I think this is a discussion for May when we start talking about the budget.

Mr. LeMenager stated fair enough. I will defer for four months.

Ms. Kassel stated I have a request from a resident who emailed me today to ask what the legal ramifications are of the CDD taking on and maintaining property in what will be gated communities.

Mr. Moyer stated it depends on the function. If there is a pond within a gated community, the function of the pond is for drainage, and that is something that would be permissible for the Board to take on that responsibility.

Ms. Kassel asked what about landscaping?

Mr. Berube stated keep in mind that the gated neighborhood is paying CDD assessments under the same methodology as what is in use today. As explained last night, the gate will be a night gate, meaning it is open during the day and everyone has access.

Mr. LeMenager stated we should not treat this any differently than we treat Ashley Park. This is going to be a separate home owner's association, just like Ashley Park has. We actually have a pretty clear precedent on how to handle this.

Ms. Kassel asked does Ashley Park have CDD property?

Mr. LeMenager stated yes, the pool.

Mr. Walls stated but the pool is accessible at all times.

Mr. Qualls stated that is the legal analysis. If you use public funds to maintain infrastructure, you cannot restrict access. Just like a city pool shuts down and keeps people out at certain times, you can regulate that access.

Mr. Berube stated there is a big issue over the gates, but keep in mind that the gates may not exist. That is a request from the builder because it is going to be a 55+ community. Most people 55+ want gated communities. As was explained last night, it will be open during the day and closed at night, but you can still walk in.

Mr. Walls asked is there a legal requirement for them to keep that gate open? If they put up the gate and say they want the gates closed all the time, what happens?

Mr. LeMenager stated the gate will be controlled by the home owner's association.

Mr. Walls stated I want to avoid legal issues in the future.

Mr. Moyer stated clearly the road is not going to be maintained by any public entity behind a gate.

Mr. LeMenager stated the roads will belong to their HOA.

Ms. Kassel asked but what about the area between the sidewalk and the curb, or the sidewalks themselves?

Mr. Berube stated they will be deeded to the County.

Mr. Farnsworth stated not if they are behind a gate.

Mr. Berube stated in Osceola County, you can have the roads dedicated to the County.

Ms. Kassel stated that is what Mr. Glantz said last night.

Mr. Berube stated that is why they are having the night gate. It is not sealed off and there is no guard. Anyone can come and go.

Mr. Walls stated I know you cannot do that in Orange County.

Mr. Berube stated right, but you can in Osceola County.

Mr. LeMenager stated my understanding is that we are talking about just ponds.

Mr. Berube stated yes, and a minimal amount of green space, virtually none. There will be no sidewalks and no trees.

Mr. Farnsworth asked what about along the main roads in those communities?

Mr. LeMenager stated we will not have the same maintenance items in those neighborhoods.

Mr. Berube stated our maintenance agreement will remain as it is for existing neighborhoods. I think neighborhood "I" had only one pond. There is not much to absorb either way. It is a good question, but in reality, I think it will be an open community for the most part. I do not think the gate will come to pass.

Ms. Kassel stated I think it is still incumbent on us to make sure that we are not doing anything that is illegal or that is not in the interest of the people who elected us.

Mr. Moyer stated we will not let you do that.

Mr. Walls stated as the days start getting longer, I want to make sure we adjust the boat and dock availability.

Ms. Kassel stated sunset is now at 6:00 p.m., and the gate closes at 5:00 p.m., and it is supposed to be until 30 minutes before sunset. It needs to be adjusted.

Mr. Walls stated I think the earliest boat reservation is 8:00 a.m., and sunrise is around 7:00 a.m.

Ms. Kassel stated both the opening and closing need to be adjusted as the season changes.

Mr. van der Snel stated I will take care of it.

A Resident asked what was the request shown on the agenda for realtor signs?

Mr. LeMenager asked was it a Supervisor request?

Mr. Berube stated that is where it is listed, but I did not hear a Supervisor bring it up.

Mr. LeMenager asked what is the resident's proposal?

The Resident stated I would like to know what it is.

Mr. LeMenager asked none of us knows.

The Resident asked then why was it on the agenda?

Mr. Berube stated we do not know. I questioned it, too.

Mr. Walls stated we did not have any information on this item in the agenda package.

Mr. Moyer stated obviously, the management company received a call where someone wanted that discussed, so that is why it ended up on the agenda.

The Resident asked do you want to discuss it now?

Mr. Moyer stated I do not know what the issue is, either.

A Resident asked so I can call you to add items to the agenda or just show up?

Mr. Berube stated yes.

A Resident stated I would like to have a discussion on this item about signs. I think there is a tremendous amount of confusion. Are we talking about real estate signs or builder signs or people selling their homes themselves?

Mr. Berube stated Mr. Moyer will find out the basis for including it on the agenda because none of us knew.

Mr. LeMenager stated someone has to call a Board member and request an item be added to the agenda. We are happy to do that.

The Resident stated there is nothing in the CDD anywhere that speaks to signs. I have searched everywhere.

Ms. Kassel stated yes, there is.

Mr. LeMenager stated there is a book that was filed with the County that is only about signage on CDD property.

The Resident stated I would love to see it. How do I get a copy?

Ms. Kassel stated in the rules, we talk about signs for special events that can go up on Friday for a weekend event and have to be removed by Sunday, or something like that.

The Resident asked when you mean special event, is that something like Dark Sky?

Ms. Kassel stated yes.

The Resident stated I think that is a stretch.

Ms. Kassel stated depending on how the Board feels, it could be extended to open houses.

The Resident stated I do not think you could state that an open house is a special event when it is a normal event when talking about a builder.

Mr. Berube stated no builder signs are being allowed on CDD property.

The Resident stated I am not talking about CDD property.

Mr. Berube stated that is all we can govern.

Mr. LeMenager stated if it is on private property, there is nothing we can do about it.

Mr. Moyer stated it would be an HOA issue or a County issue.

NINTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, February 26, 2015, at 6:00 p.m. at the Harmony Community School.

The meeting was adjourned at 8:45 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman