

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, February 25, 2016, at 6:00 p.m. at Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, vanAssenderp & Qualls, P.A.
Frank Butcofski	St. Cloud Soccer Club
Justin Farrell	Farrell Construction Services
Amber Sambuca	Harmony Development Company
Gerhard van der Snel	District Staff
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

### Roll Call

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

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

### SECOND ORDER OF BUSINESS

### Audience Comments

There being none, the next order of business followed.

### THIRD ORDER OF BUSINESS

### Approval of the Minutes of the January 28, 2016, Meeting

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

Mr. Berube stated minor corrections were distributed to the Board to be included in the approval of the minutes.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the January 28, 2016, meeting, as amended.
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### FOURTH ORDER OF BUSINESS

### Subcontractor Reports

**A. Landscaping**

**i. Davey Tree Monthly Highlight Report**

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

Mr. LeMenager stated that was a nice comment that somebody made on Facebook on how much they appreciated the way that the place looks.

Mr. Berube stated the place looks good, considering it is the middle of winter.

**FIFTH ORDER OF BUSINESS**

**Developer's Report**

Ms. Sambuca stated for those of you who do not know me, I work for the developer and I am here to provide a brief recap on behalf of them. I wanted to talk about sales going on in the neighborhood right now. You will see Hawthorne and Rosewood. There are about 40 sales in Rosewood. We have about 35 families that live there. In Hawthorne, there have been about nine sales. You will see the construction ongoing by Lennar. A few families are scheduled to close. You will notice annuals along Five Oaks. They have been replaced. We have been upgrading landscaping, as well. In Cherry Hill, there were 15 sales. Nine homes are under construction. The first home owner moved into that neighborhood in the past week or two. There have been a few sales in the Estates and some construction. Regarding the club, memberships are being offered. You can contact them. They offer a fitness and golf membership. The gym has opened within the past month. They also have pickelball and bocce ball. Regarding South Lake, the adult community to the east, development has been complete. Model home construction has begun. There are six model lots when you come in the entrance. The permit boards are up and they are starting the pads for the homes. They will take 30 to 45 days to complete. The recreation center across the street has a five-month build time. They will be starting construction in a week or two. We will be graveling the road to Cat Lake. We regrassed the area and put up a fence. The cattle was put back in there. We are going to be making some improvements within the next month or so, I hope.

Ms. Kassel asked will the dog park be on CDD property or HOA property?

Ms. Sambuca responded I do not know. I will check.

Ms. Kassel stated I am just curious.

Mr. Berube stated Mr. Bob Glantz previously said that they were going to build it and deed it to the CDD. We are anticipating that is coming here. That is what he said before.

Ms. Sambuca stated I will check on it. I am not sure at this time.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Engineer**

There being nothing to report, the next item followed.

**B. Attorney**

Mr. Qualls stated I have three items. First, on the contract for consultation on the pond maintenance, the Board directed us to draft up some indemnification language in the contract. We did that and sent it to Ms. Jen Dwyer for her review. It had been a few years since I did some indemnification language, and I wanted to make sure that we were up to date. We made the language very clear. You can see that it is big and bold. The consultant needs to initial it. I just want to remind the Board that indemnification language gets litigated all the time, and it is very difficult to make it bullet proof. In fact, you cannot do that. This meets all of the requirements of Florida law. This is not going to replace insurance, but as the Board directed, this makes very clear that the consultant will indemnify and hold harmless the District for any damage to property, person, and so forth. We will wait to hear back from Ms. Dwyer, and then we will move forward from there. Mr. Dave Evans, the developer's attorney, asked again whether we could move forward formally, if the District was okay with the deeds of dedication on the F, G, H-1, H-2, and I plats. I emailed the Chairman. There were some issues with the drainage. I guess it was leaving puddles and the developer said that those concerns were taken care of. I do not know if that is the case from talking to the Chairman, but at this point, we have been advised, if there are no objections, to formalize those deeds of dedication. There is nothing that we have to do. The developer will just execute the deeds of dedication and record those. The last item that I wanted to report on was that we spent some time looking at other procurements of other situated governments. Your landscape maintenance contract expires on September 30, 2016. Section 190.033, Florida Statutes, requires the CDD to use a competitive procurement process when a contract is valued over \$190,000. Clearly, this fits into that. However, Section 189.053, F.S., allows the CDD to use the competitive procurement of another entity, rather than going through the entire process. We found a contract that is very promising. This is the Ave Maria Stewardship Community Development District. Our firm was part of the creation and establishment of this District. We reviewed their procedures for competitive procurement, and they require the same things that this District does. We advise at this point that the Ave Maria Stewardship CDD follows the competitive procurement process

that meets this District's standards. The total cost value of Ave Maria, which includes mowing, edging, trimming, blowing, bed and weed control, pruning, fertilization, shrub and groundcover, inspection of irrigation heads, litter control, and tree care is \$464,000. The total cost including the recent addendum is \$434,000. We are fairly close as far as dollars. There is some case law that came out before this statute allowing piggybacking was adopted. What the case law says is that the terms need to be substantially equivalent. We think that this meets that definition, even though the statute passed after the case law was decided that would trump that, and there is no language in the statute about substantially equivalent. That being said, it makes sense to find a procurement, which meets the terms that you are looking for. We think that this is very promising. If there are no objections, we would move forward.

Ms. Kassel asked can you explain the meaning of piggybacking and how it influences the procurement process?

Mr. Qualls responded yes. In Florida law, in order for a government to procure certain services, it has to do so competitively to give everyone a chance to put in a bid. Piggybacking is, rather than this District going through the expense of doing that procurement process from scratch, which is putting out the bids, noticing those, receiving all of the bids, evaluating the bids, and so forth, the law says if another similarly situated government has gone through the competitive procurement process, you may piggyback off that procurement process. It is not as if you are going around the competitive process. We just found a government that has undergone the competitive procurement process recently, and you can piggyback off that contract and utilize that contract. I talked to my law partner who represented the engineering society for decades. He was around when the piggybacking law was adopted. He said that he usually advises his clients to go for it. Realize that an entity could still file a bid protest, just as if you did the procurement process from scratch. We feel that it is worth moving forward on this because there would be a substantial savings. Does that explanation make sense?

Mr. Berube responded yes.

Mr. Qualls stated I have a draft memo but I just want to clean it up. I will present that to you in the next couple of weeks. It will show our findings and have the terms of the contract side by side. It will show how Ave Maria followed the same requirements that you are to follow. We will move forward and get into the process of negotiating with the

entity that was selected by Ave Maria. It looks like everything makes sense. If there are no objections, we will proceed. I do not know what the timing is. I worked with the District manager. We want to keep moving forward and get something done within the next couple of months.

Mr. Berube stated I would expect that. You have been involved in this process all the way along. I would do the memos and circulate to us in the next couple of weeks. Then we will finalize it at the next meeting. We can do all of the paperwork between now and September 30, and this should be settled.

Mr. Qualls stated there is a bill that has moved through both the House and the Senate. It is House Bill 479. The Senate laid it on the table. The current law is that the tentative budget has to be posted on the website at least two days before the hearing. They are adding that it has to remain on the website for 45 days afterwards. Then there is a calendar of meeting requirements, which you already meet. The final budget must remain on the website for at least two years. I think you already do that. Any budget amendment must remain on the website for two years. I just wanted to update the Board. Obviously, it has to go to the Governor who can do nothing, in which case it will become law. I do not see him signing this. There is no reason politically for him to have a signing ceremony, so I imagine this will become law, although the Governor can veto it but I do not know why he would.

### **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.

#### **ii. Facebook Report**

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

#### **iii. 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.

Mr. Walls asked what is the estimated date of delivery for the new boat?

Mr. van der Snel responded I called yesterday. Because it is an electric boat, it requires more handling. They are estimating between now and three weeks. We will probably have it by the end of March.

Ms. Kassel stated we approved it at the end of January, and now it is going to be the end of March, which is 60 days.

Mr. van der Snel stated yes.

Mr. Berube stated we knew that it had to be ordered and there was a special setup with that motor.

Mr. van der Snel stated it comes directly from the factory. That was the same with the truck. We had to wait for it. That happens when you try to save money.

Mr. Farnsworth asked what about the pond maintenance?

Mr. van der Snel responded because we do not have Ms. Dwyer on board yet, we are minimizing the pond maintenance. We are ready to go and the boat is ready. We tested everything. We are doing some weed control in the Estate ponds. We took care of some duckweed.

Mr. Farnsworth asked have you done anything else?

Mr. van der Snel responded no.

Mr. Berube stated I will take some of the heat for that because at the end of January, we thought that the contract was going to get settled. I did not think that it was going to take this long so I told them to hold off. Last week when we were talking, it dawned on me that we probably should start doing something with the ponds, so the boat went into the water in a couple of different ponds.

Mr. Farnsworth stated I was not trying to put down anybody. There was no report in the agenda. That is the reason I said something.

Mr. van der Snel stated next month, it will be implemented in the maintenance report.

Mr. Berube stated with or without her contract. Most of the stuff that we were going to do was already put into her proposal. We got a guideline of where this is going.

Mr. Farnsworth stated we are just looking for a report.

#### **iv. Consideration of Proposal for CDD Sidewalk**

Mr. Berube stated Mr. Farrell was kind enough, after we asked him, to revise his figures on doing the sidewalk. He came in slightly under the quotes that we received. We appreciated that. Do you understand that the sidewalk is to meander along and it is not a straight sidewalk?

Mr. Farrell responded yes.

Ms. Kassel stated I explained it to him yesterday.

Mr. Farrell stated we will stake it out and give you a chance to go by and look at it and give your approval.

Mr. Berube stated sure. We want something other than a straight line.

Mr. Farrell stated like the one across the street.

Mr. Berube stated yes. I think that there are going to be three or four curb cuts. They need to be ADA compliant. Is that all taken care of?

Mr. Farrell responded yes.

Mr. Berube stated after months and months of chasing concrete contractors around and getting some high bids and someone who you did not want digging a ditch in your yard providing estimates, I am going to recommend that we go with the estimate from Farrell Construction Services.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the Farrell Construction Services proposal for the CDD sidewalk, as discussed.
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Mr. Berube stated I will get with Mr. Qualls to bring this down to our standard contract and include all of the facts and figures.

## **SEVENTH ORDER OF BUSINESS**

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

#### **A. January 31, 2016, 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 69% of our non-ad valorem assessments through the first four months, which is not dissimilar to where we were at last year. We are within range of what we would anticipate collecting. In terms of the total expenditures for the District, we are about \$30,000 under budget.

Mr. Berube stated on page one of the balance sheet under investments, we have a construction fund. I think that is the money for the parks.

Mr. Moyer stated that is correct.

Mr. Berube stated under fund balance, we have a capital projects fund. Is there some reason why we have two different names? I think the two are the same.

Mr. Walls stated it is. The bottom one has the boat taken out.

Mr. Berube asked is there as reason why it is called a different name?

Mr. LeMenager responded it has been that way for ten years.

Mr. Berube stated we just received this. It reflects the \$100,000 that the developer contributed to parks and recreation.

Mr. Moyer stated one is verbiage that comes from the trust indenture, and one is representative of what this Board is allocating those funds to. I agree with you.

Mr. Berube stated it should be the same name.

Ms. Kassel stated it should be the same amount.

Mr. Berube stated no, because the boat purchase was put into capital projects. Moving further down on page 1, there is a reserve for street lights in the amount of \$105,000. That is the money that we put in to buy down street lights this year.

Mr. Moyer stated that is right.

Mr. Berube stated we have not spent any of it this year.

Mr. LeMenager stated we present it.

Mr. Berube stated that answers those questions. The last one is on page 3 under operation and maintenance. We have contracts for lakes and wetlands. We no longer have a contract for that, but we will be spending money on lakes and wetlands. Can we eliminate the word “contracts?”

Mr. Moyer responded yes.

Ms. Kassel stated on the prior page, I have a question about membership dues and amenities revenue. What do those represent? Did someone from outside actually buy a membership?

Mr. Berube responded yes.

Ms. Kassel stated that is the first time in 12 years.

Mr. van der Snel stated I had a question about it today.

Ms. Kassel stated that means that someone from outside of Harmony spent \$1,000 to be able to come to the pools, use the dog parks, use the boats, and so forth.

Mr. Berube stated that tells you they are attractive.

Ms. Kassel stated that is pretty amazing.

Mr. Berube stated that has been there for six or eight months. You did not notice?

Ms. Kassel responded I did not notice it. What is amenities revenue?

Mr. Moyer responded those are the event fees that we charge.

Ms. Kassel stated okay.

Mr. LeMenager stated I am surprised that our attorney did not say anything because we do not have amenities. We only have facilities.

Mr. Qualls asked why would I need to?

Mr. Berube responded it is amenities when someone pays \$1,000 for them. It is facilities when somebody is paying to use them.

Ms. Kassel stated maybe it should be “Facilities Membership Dues” and “Facilities Revenue.”

Mr. Moyer stated we can do that.

Mr. Berube stated I asked the question about the street light reserve because we have been gung ho on buying down those street lights. As we know, it takes six to nine months to get these street light contracts bought down. The next two that are coming up total about \$75,000. They are able to be bought out now. I am suggesting that we launch either the attorney or the manager to start the conversation with OUC to do the buyout since we have money sitting there.

Mr. Walls stated we have several neighborhoods coming on board, at least three or four parcels, and we would have to add all of those to the rolls in terms of landscaping and maintenance. We just spent a lot of money for a street light buyout a few months ago. It would make me more comfortable through this budget process coming up to see what we are looking at in terms of landscaping. We should see where Davey comes in under contract.

Mr. Berube stated the Davey contract is fixed.

Mr. Walls stated right, but we are going to be adding to it. That would make me more comfortable to see what this budget looks like before we spend down more of the fund balance and reserves.

Ms. Kassel stated I am wondering what our monthly savings is going to be if we buy out one or both of those contracts and where that would stand in relation to something like the landscaping.

Mr. Berube stated the monthly savings is going to be right about \$1,100 a month.

Ms. Kassel stated it is probably going to be less than 25% of what we are going to have to spend in new landscaping.

Mr. Berube stated yes. We can do it if we want. I understand everyone’s concerns. We can revisit it after the budget process, if that is the will of the Board.

Mr. Walls stated to be quite honest, my intent with that money would be to do some type of rate stabilization. We are going to be taking on all of these new expenses for neighborhoods and trying to avoid raising assessments.

Mr. LeMenager stated we have significantly increased the assessments for operations and maintenance, on the basis that it would be earmarked for the street light buydown. We did not significantly increase the operations and maintenance assessment for the purpose of spending it on other things. I did not vote for an increase that is going to last forever.

Mr. Berube stated I brought it up because I am in agreement with you. I want to get rid of them as soon as we can, but this is a five-person Board.

Mr. LeMenager stated I appreciate that.

Mr. Berube stated everyone has their opinions.

Mr. Farnsworth stated I am with Mr. LeMenager.

Ms. Kassel stated I would like to look into it further. I would like to understand what our cost increases are going to be. On the one hand, I feel like I want to get rid of this debt. It will save us money every month but we are going to have to be spending. I would also like to know what our anticipated fund balance is going to be over the next several months. Do we have anything big coming up that is going to significantly decrease our fund balance over the next three or six months? Do we anticipate any big bump?

Mr. Moyer responded keep in mind, when you look at where we are through the first four months of our fiscal year, we are under budget. It is fairly healthy. It is \$31,000 under budget but depending on what contingencies come up, that is good news but we have a pretty tight budget.

Mr. Berube stated yes, we do because when you figure out the budget and then put some extra in there, this is what you get.

Mr. Moyer stated that is correct.

Mr. Berube stated however, our reserves are healthy. We have three versus two on buying out street lights. Keep in mind, this is going to probably take six months, which brings us close to the end of this fiscal year before this is probably ready to launch.

Mr. LeMenager stated the other thing that I would point out is our total budget is almost \$1.9 million, and of that, \$330,000 is earmarked for the buydown of these leases,

which are effectively off balance sheet mortgages. We have not spent any of that for this year.

Mr. LeMenager made a MOTION to buy down street lights in the amount of \$70,000.

Mr. Berube stated plus 10%.

Mr. LeMenager stated we have \$330,000 earmarked that is sitting there.

Ms. Kassel stated I request that, in the future, you do not bring this up at a meeting. This is part of the agenda and we should have time to think about it. Do not just throw it at us and then expect us to make a decision.

Mr. Walls stated that is my issue. I think it is a good idea.

Mr. LeMenager stated we can wait a month.

Mr. Walls stated I would like to look into it.

Mr. LeMenager stated I have no problem waiting a month.

Mr. Berube stated we will table this until next month.

Ms. Kassel stated thank you.

Mr. LeMenager stated that is what we earmarked the money for. That is effectively the entire increase in the O&M assessment. It is sitting there.

Ms. Kassel stated yes, however, when we created the budget, we did not anticipate our increased expense line items for landscaping in these new neighborhoods. I did not anticipate when that was going to come into play and how soon.

Mr. LeMenager stated I appreciate that, but we have \$330,000 there, and Mr. Berube is talking about the next two neighborhoods, which would be about \$70,000. That still leaves \$209,000.

Mr. Walls stated I have been doing budgets for a long time and much larger budgets. Cash is king because you do not know what is going to come up. You do not know what expense you are going to have to cover.

Mr. Berube stated not a problem. I sprang this on the Board at the last minute because I did not think that it would generate any controversy. We will table it and put it on next month's agenda so everyone has time to think about it.

Mr. LeMenager withdrew the motion.

Ms. Kassel stated thank you.

**B. Invoice Approval #190, Check Register, and Debit Invoices**

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

Ms. Kassel stated I have a number of requests regarding the invoices. Every month on the invoice approval report, we have Aquasol Commercial; however, when you look at the invoice, it is from Poolsure. Even the check is to Poolsure. I request that the invoice approval report be under Poolsure because I find it to be confusing every month, and it should be clear. It is a minor thing but I would appreciate it because that is who the invoice is issued by.

Mr. Moyer stated okay.

Ms. Kassel stated on page 13 of the invoice approval, there is an email thread that is a “please approve” thread. It is unclear from that email to what invoice this is for.

Mr. Berube stated it is for Digital Assurance Corporation.

Ms. Kassel stated I request that the name or vendor appear in the email thread so it is clear what is being approved.

Mr. Berube stated it is on there.

Ms. Kassel stated if you are approving a document, you need to say what you are approving.

Mr. Walls stated it is on the bottom.

Mr. Berube stated it says DAC Bond Billing to Stephen Bloom.

Ms. Kassel stated okay. Thank you. The next one is the \$300,000 and the \$350,000 invoice. I assume that those are transfers to a money market.

Mr. Berube stated it is for a certificate of deposit.

Ms. Kassel stated I would appreciate it if it was clear as to what that was on the check request form.

Mr. LeMenager stated that certainly got my attention, too. I saw that we were spending \$1 million this month and wondered what was going on.

Ms. Kassel stated it would be useful and less confusing if there were just a few words on the check request form indicating what that was for.

Mr. LeMenager asked have we done that in the past? I cannot remember investments showing up on the check register.

Mr. Berube stated it tells you that it was deposited into Bank United in a money market account. The other one says Deposit into Stonegate Bank.

Mr. LeMenager stated I saw that.

Mr. Berube stated if you look at the balance sheet, you can see where the money moved from one account to another. You are right. It does require detail and a little more documentation.

Mr. LeMenager stated I cannot remember ever seeing this before that it ended up in the check register. Investing is something that we normally do in the ordinary course of business.

Mr. Moyer stated it probably came about in discussion with the auditors that we need a paper trail of where we write checks. That would be my suspicion.

Mr. LeMenager stated I am right.

Mr. Berube stated this is relatively new.

Mr. LeMenager stated it is something different.

Mr. Moyer stated I think that is true.

Mr. LeMenager stated I always look at the bottom line. It says \$900,000, and I am wondering what is going on here.

Mr. Berube stated the same thing happened when \$100,000 showed up from the developer, and you and I both had to sign to move the money from one account to another.

Mr. LeMenager stated I understand that.

Ms. Kassel stated on page 30, there is a receipt from Home Depot marked "boats," but a couple of pages later, there is an email from Mr. van der Snel saying, "Please put Home Depot under parks." Maybe it was referring to these receipts. It just confused me. That one said "boats" and now you are saying that it goes under parks.

Mr. van der Snel stated usually, I put it on the receipt but I forgot to put it on this one.

Ms. Kassel stated okay.

Mr. Berube stated that would be the second receipt from Home Depot that does not have any note on it.

Ms. Kassel stated similarly with Kincaid, Inc. on page 36, there is no indication what Kincaid is for.

Mr. van der Snel stated Kincaid is taking care of the septic tank behind our office.

Ms. Kassel stated okay. All I am asking is for some kind of notation on the invoices as to what line item it applies to.

Mr. van der Snel stated okay. Do we have a line item for that?

Mr. Berube responded it has to be showing up somewhere. We have been paying this since that trailer has been there. It is not new.

Mr. Farnsworth stated I think I asked about that several months ago, the first time that I saw it. I never looked at it again.

Ms. Kassel stated on page 88, the invoice for Toho Water Authority for the pool cabana was double this month. Did we have a leak?

Mr. van der Snel responded yes. The report says that the housing in the Ashley Park pool broke, and we lost 30,000 gallons on that night.

Ms. Kassel asked it just went down the drain?

Mr. van der Snel responded no, it actually went over the sidewalk and over the sod. I am hoping that the sod comes back.

Ms. Kassel stated I remember hearing about that.

Mr. van der Snel stated it happened on Saturday night.

Mr. Berube stated chlorinated water and sod do not get along very well.

Ms. Kassel stated so that was to refill the pool.

Mr. van der Snel stated yes.

Ms. Kassel stated okay. This is a question for Mr. Qualls. I noticed that there were a number of hours totaling \$800 spent on Davey contracts.

Mr. Qualls stated it was part of the addendum that we drafted.

Ms. Kassel stated the first one was dated 12/1/15 shown on page 117.

Mr. Qualls asked are you talking about the draft contract with Davey for the landscaping and design of Blazing Star Park?

Ms. Kassel responded yes. That was a proposal. We had lots of proposals before, and it did not take four and a half hours to prepare.

Mr. Qualls stated that was my associate. There were two contracts to draft: the addendum and the design for the dog park.

Ms. Kassel stated we have these proposals all the time, and I thought this would be boilerplate and would not take that much time to prepare.

Mr. Qualls stated if you would like me to, I can talk to my associate. He puts his time in and I trust his integrity.

Ms. Kassel stated I did not know how any other Board members felt about that and if you saw that or noticed it.

Mr. Berube stated it was a little bit strong, but then I also considered that maybe there were other things that happened that show up on the line. Sometimes these lines are short on detail.

Mr. Qualls stated also keep in mind that it takes him a little longer than it would me. He is a second-year associate. He charges less than half of what I charge. I serve at your pleasure. If this causes any heartburn, I am more than happy to take the whole thing off. It is not worth it to me for any heartburn to be caused over something little like that. Direct me on what you want me to do.

Ms. Kassel stated if you can just come back to us next time or in between and let us know why it took so long. We have had these types of contracts for stuff all the time. Do we not?

Mr. Qualls responded I think with Blazing Star, there was so much back and forth in the minutes and we had to go back and forth with Davey. The gentleman there was not Mr. Garth Rinard.

Mr. Berube stated it was the other gentleman, Mr. John Rukkila.

Mr. Qualls stated it took a long time because that was discussed for months and months.

Ms. Kassel stated I did not think that it went to you until we had actually approved it.

Mr. Qualls stated you had, but even so, you had the proposal from Davey but that proposal was basically a picture. Then we had to go to the minutes to get the term. The fact that you raised it, I am just going to take off half. Is that good?

Ms. Kassel responded I am not looking for a refund. I am just looking for an explanation of why it took so long.

Mr. Qualls stated I will get an explanation.

Ms. Kassel stated I understand what you are saying. If there is any other detail, I would be happy to hear about it.

Mr. Qualls stated okay.

Ms. Kassel stated thank you.

Mr. Qualls stated I want you to understand that we appreciate questions like that. At the end of our invoices, it says, “The highest compliment that our clients can give us is the sharing in information.” There is also a disclaimer about referrals. Thank you for asking. It is simple. I would be happy to take care of that.

Ms. Kassel stated thank you. That is all I have.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #190, check register, and debit invoices, as presented.

**C. Approval of Requisition 002**

Mr. Moyer stated that was in your agenda package for the purchase of the boat that we were discussing. We proposed to take those funds from bond proceeds. That is what this requisition will do. It will send monies to our general account so that we can pay that invoice.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to Requisition 002, as presented.

**D. Consideration of Facility Usage Application for the Harmony Community Church**

Mr. Moyer stated that was in your agenda package for a movie night in April.

Mr. Berube stated I believe that is sponsored by the HROA Committee.

Ms. Kassel stated there are two in the agenda package.

Mr. Qualls stated it is in the supplement.

Mr. Berube asked what have we been doing with the fees associated with these movie nights?

Mr. Walls stated if it is the HROA, we waive it.

Mr. Berube stated I do not see an inclusion here that this is HROA sponsored.

Ms. Kassel stated the first movie night is Harmony Community Church, not the HROA. If it is Harmony Community Church, we charge them.

Mr. Berube stated I know.

Mr. Walls asked have they been partnering with the HROA?

Ms. Kassel responded no. The HROA does their own thing.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the use application from Harmony Community Church for movie night, with a fee of \$250.

**E. Consideration of Facility Usage Application for the St. Cloud Soccer Club**

Mr. Berube stated the St. Cloud Soccer Club wants the soccer fields on Monday and Wednesday from 5:00 p.m. to 7:30 p.m. and Saturday from 9:00 a.m. to 12:00 noon. We have had this discussion before with fees. The last time, we retained your deposit from last season, from what I remember. I think last season we charged \$250 for use of the field. I do not recall that we had any interference or anything else with any other people. Did everything seem to go okay last year, from your perspective?

Mr. Butcofski responded yes.

Mr. Berube stated I am okay with approving this, subject to the payment of the \$250 fee.

Mr. LeMenager made a MOTION to approve the use application from St. Cloud Soccer Club, with a fee of \$250.

Ms. Kassel stated this came in late enough and I did not have time to go back to our rules. I thought we had discussed doing something different if there was large use over a long period of time. This is eight hours a week for three months for use of the soccer field.

Mr. Berube stated we debated this a lot, and I do not think we settled it.

Mr. Walls stated we put a fee schedule for the fields in our rules.

Mr. Farnsworth stated I believe it was 50%.

Ms. Kassel stated he wants to begin on March 1, which is next week. We need to go back and look at that schedule.

Mr. Moyer stated you could approve it, subject to the written policy in the schedule, and then we will advise him what that amount is and that is what he would be required to pay.

Mr. Berube stated that leaves a lot of room.

Mr. Farnsworth stated I do not think it had any restrictions with the monetary amounts. I think it was with the percent of use. Was that the wording in our rules?

Mr. Walls responded I do not know.

Mr. Farnsworth stated I do not recall the exact terms.

Mr. Berube asked Mr. Moyer, what is your recollection?

Mr. Moyer asked Mr. Qualls, do you have a copy of the rules with you?

Mr. Qualls responded I can pull them up.

Mr. Berube stated everyone has a copy. Under rates and policies, there is a schedule of fees. It says that soccer, volleyball, basketball, fields, and courts are \$5 per hour.

Ms. Kassel stated that is 40 hours per week.

Mr. Berube stated there are 12 weeks.

Mr. LeMenager asked does \$40 per week work for you?

Mr. Butcofski responded probably not. We are doing a good thing for Harmony. The community school is going to have a fourth and fifth grade soccer team. That is the community school. We are trying to help them as much as possible. I did not realize about the addendum. I was going to try to ask for some funding for their uniforms so that they can have a club. The county said that they can have soccer at the community school but they are not providing any resources. If I were a betting man, I would bet that it is going to fail miserably. I am saying this because of the uniforms and equipment. It is a shame that the community school would fail the soccer team. We can only do so much.

Ms. Kassel stated maybe you can get sponsors.

Mr. Butcofski stated we tried. That is the community school. Now we are talking about the Harmony Soccer Club where we have our in-house program. Kids are having a great time. You are talking about four year olds playing soccer. They are doing a nice thing. The four- ear olds and eight year olds are not tearing those fields up. There is minimal traffic from them. We have to curtail our hours based on daylight savings time. Last year we factored in a half hour rate and we only had an hour of sun.

Mr. Farnsworth asked did we have a discussion similar to this last time? The usage that they are asking for now is not much different.

Mr. Qualls responded that is true. My firm will gladly donate the \$480. I love soccer, and we will do that.

Mr. Butcofski responded thank you. We appreciate that.

Mr. Berube made a MOTION to approve the use application from St. Cloud Soccer Club, as written, subject
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to the donation from Young vanAssenderp & Qualls for the \$480 usage fee.  
Mr. LeMenager seconded the motion.

Mr. Qualls asked may I just do a credit or should it be separate?

Mr. Farnsworth responded it probably should be separate.

Mr. Berube stated write a check.

Ms. Kassel stated maybe the developer will sponsor your uniforms.

Mr. Butcofski responded he gave us some money for paint last year.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the use application from St. Cloud Soccer Club, as written, subject to the donation from Young vanAssenderp & Qualls for the \$480 usage fee.

#### **EIGHTH ORDER OF BUSINESS**

#### **Supervisor Requests**

Ms. Kassel stated please do not make light of my questions. You said we were going off on a tangent. I thought that my questions on the invoices were very reasonable.

Mr. Berube stated it is highly unusual that we have that much discussion on invoices.

Mr. LeMenager stated I thought that was fine.

Ms. Kassel stated thank you, Mr. LeMenager. I am paying attention, and I do not want to feel like that was being dismissed as being way off track.

Mr. Berube stated no.

Ms. Kassel stated you did.

Mr. LeMenager stated it did kind of sound like that.

Ms. Kassel stated thank you, Mr. LeMenager.

Mr. Berube stated it was not intended.

Mr. Farnsworth stated there has been progress made with the trail map and site plan map. There have been updates in the rules and on the website. Unfortunately, I am looking to talk to the engineer. I want a quote from him. I know what some have claimed: it costs too much and is not worth it. I want to hear that.

Ms. Kassel stated me, too.

Mr. Farnsworth stated I do not think it should be that much.

Mr. LeMenager asked for what?

Mr. Farnsworth responded just to update the street names map. You have all of the information with the other maps. It is just a matter of putting it on there. I like that map.

Maybe others do not use it, but I do. As soon as the engineer shows up at one of these meetings, I want a quick quote from him.

Ms. Kassel stated you can contact him via email and ask.

Mr. LeMenager stated ask him.

Mr. Farnsworth stated okay. Up until now, I have held off trying to do anything on the side.

Mr. LeMenager stated we send him emails regularly.

Ms. Kassel stated I have contacted Mr. Boyd and Mr. Qualls about things on a number of occasions.

Mr. Farnsworth stated I will contact him.

Ms. Kassel stated as long as you are not including us in the email.

Mr. LeMenager stated I always try not to spend too much money when I write.

Mr. Farnsworth stated I will take care of getting a quote from him. There has been some progress in my request on the website. Ms. Brenda Burgess did make a correction to one of the links that was on our website. It was claimed to be the HROA, but it was actually the developer. I am asking her to add the link for the HROA.

Ms. Kassel stated you can contact Ms. Burgess via email directly to request these things.

Mr. Farnsworth stated I have tried not to step around anybody.

Mr. Berube stated there is no Harmony Residential Owners website right now. There is an FSR website.

Mr. Farnsworth stated that is the one that I am actually talking about. On their website, that is the link that I am asking for because they have all of the HROA documents that are available. They have them on that website. You have to know that they exist, which our link would tell you if you come to our website and we point you right to it. What you do have to do is sign up with Ms. Rose Meister in order to get access to their website. The trick is getting access to the website. You just have to go through the process. That is why I am asking for that link to be put on our website and then for their website to reflect a link to us. It is very simple. In other words, I am trying to get some cooperation between the two. On their website, right now, it says "CDD this" and "CDD that" but there is no link. They provide one phone number, and I do not know where it goes.

Mr. Berube stated so you want the FSR site to reflect back to HarmonyCDD.org.

Mr. Farnsworth stated yes, at least one link because there is no link to us.

Mr. Berube stated okay and you want HarmonyCDD.org to have a link to go to FSR directly.

Mr. Farnsworth stated yes.

Mr. Moyer stated Ms. Burgess can do that.

Mr. Berube stated getting FSR to provide a link from their website back to the CDD may happen or maybe not. You can ask Mr. Burgess to cross from ours to their website. I will ask Ms. Meister because FSR is not an easy one to do business with.

Ms. Kassel stated Ms. Meister is not in charge of those web pages.

Mr. Berube stated no, she is not.

Mr. LeMenager stated the last time I tried to use it, I ended up in Windsor Hills, which they also manage.

Mr. Berube stated FSR is a national management company. There is a branch and division for everything. The division for that website is likely with the playground somewhere. I will give it a try. I know a lady who can probably get it done.

Mr. Farnsworth stated my problem at the moment is that somebody went in and took down all reference from the website of the wording that had to do with the irrigation system.

Mr. Berube stated yes.

Mr. Farnsworth asked why?

Mr. Berube responded because no one ever used it.

Mr. Farnsworth stated well nobody ever could was the problem.

Mr. Berube stated exactly, because it was set up by a prior developer's representative. When you finally got there, you found all of that prior person's Google+ information, and you could not get to our stuff. Basically, Mr. Todd Haskett had control over that and it was password protected. If you could figure out a way in, you were in luck. There is a second piece.

Mr. Farnsworth stated I thought it was used.

Mr. Berube stated Mr. Haskett had control. When he left, that was one of the things that got left behind. Mr. van der Snel had a backdoor to get in as an admin, and the only

way that you could put this up there would be to go in as admin and open up the entire system and let anyone play with it.

Mr. Farnsworth asked as an admin, can you change what Mr. Haskett had set up?

Mr. van der Snel responded no.

Mr. Berube stated I tried it and could not figure it out, either. This is going to get updated. We need to add neighborhoods F, H-2, H-1, and the oncoming I, J, K, and L as they come on board to the Google Maps irrigation map. Either Mr. Aaron Smith is going to do it, or he is going to find out how he can do it. Once that is all updated, then we will figure out a way to put it on there and have it not be able to be modified by anybody.

Mr. Farnsworth stated that is the intent. I would find it very helpful when you are talking about where you have problems or had problems where repairs have been. It would easily show where the repairs were made. That is one problem. The other is when you talk about the areas for the different Toho Water Authority water bills, sometimes I have trouble separating out which one is which. I like to see a visual map of what is going on. If you can post it without giving us access, that is fine. Just give us something to show what is going on.

Mr. Berube stated it is a work in progress.

Mr. Farnsworth stated that I like. There were two picnic tables in the dog park. Do they plan to replace them?

Mr. Berube responded that is the idea.

Mr. van der Snel stated we removed them because they were a safety hazard. The legs were rusted through.

Ms. Kassel stated that was in your report.

Mr. van der Snel stated it was. They are in the back of my trailer now. I ordered legs for them. It turned out to be \$880 for one table, so I purchased one set.

Mr. Farnsworth asked were the tops okay?

Mr. van der Snel responded the tops were okay. The problem was with the legs. Because it is a recycled design, it is expensive. We ordered one set, and I am going to have a duplicate made locally so it is not as expensive.

Ms. Kassel stated before we adjourn the meeting, I just want to mention that a number of residents came late to the meeting. They were not able to respond to the

request for attendee comments. I wanted to see if it was alright to offer them the opportunity in case anyone wants to speak.

Ms. Amanda Owens stated yes. I live at 6835 Habitat in the new section. I was just wondering if there are any plans to make a bigger and better park for our kids. There are about 20 kids on our street, and we have four swings, a bench, and a trash can. The Green section has a nice park. The older section has a nice park. With all of the new construction going on, I feel like our kids are getting slighted.

Mr. LeMenager stated I think you need to talk to Mr. Glantz who stood in this room and said that all of the parks were done. I think you will find that the developer pulled a fast one. We will see what we can do.

Ms. Kassel stated the problem is that there is very little CDD property in that neighborhood. That is why you have four swings.

Ms. Owens stated two swings are broken. The whole piece shifts that the kids are swinging on. There are two swings for 20 kids.

Ms. Kassel stated any time that there is an issue on any CDD property, you can Facebook Mr. van der Snel and let him know what the problem is.

Ms. Owens stated I just found out about it today.

Mr. Berube stated we would be happy to take care of that. As Ms. Kassel alluded to, there is very little area that we own for expansion of that park.

Ms. Owens asked do you own the property between Little Blue and Habitat?

Mr. Berube responded no.

Mr. van der Snel asked is that the little park in front of those new homes?

Ms. Owens responded it is in front of Habitat. There is a section next to it and then Little Blue.

Mr. Berube stated we are not maintaining it.

Ms. Owens stated no one maintains it. There is cement, bricks, barbed wire, and so forth.

Ms. Kassel asked is that developer property?

Ms. Owens responded that portion is developer property. Can we get that cleaned up? The kids have nowhere to play. I would hate for someone to get hurt.

Ms. Sambuca stated recently, we instructed the builder, Lennar, to remove the debris.

Ms. Owens stated Lennar likes to point fingers.

Ms. Sambuca stated we will assist in cleaning that up.

Ms. Owens asked are you the developer?

Ms. Sambuca responded yes. We put some rye grass down to brighten it up. I will make sure that it is cleaned up for the kids, not that I recommend playing in that section with the traffic.

Ms. Owens stated there is no other place for them to play.

Ms. Kassel stated there is Blazing Star Park. It is not right there, but it is a couple of blocks away. There will be a linear park along the gas pipeline on Butterfly. Unfortunately, because there is so little CDD property in the new neighborhoods, we did not have the opportunity to do any kind of amenities or facilities there. There is no room for anything but the swings in that playground.

Mr. Walls stated it is not a big area.

Ms. Owens stated it is not. You have the whole side in front of Lennar, which is on Grand Heron. I do not know who owns that.

Ms. Kassel stated Ms. Sambuca would know better, but I think the only property that the CDD has in that area, aside from easements between the curb and the sidewalk, is that little piece. There is not much we can do.

Ms. Owens stated that is a shame.

Mr. Walls stated we talked about that when they first built it.

Ms. Kassel stated there is nothing that we can do about it.

Ms. Owens stated I am going to have to go back to my neighbors and say I am sorry their four and five year olds cannot do anything for the next three years until they can ride their bicycle down to Blazing Star.

Ms. Kassel stated their parents can take them or the babysitter can take them.

Ms. Owens stated you are absolutely right, but when there are 20 kids playing outside, they need something more to do. I just feel like they are getting slighted.

Mr. LeMenager asked what about the corner right at Five Oaks and U.S. Hwy 192?

Ms. Sambuca responded right at the front entrance.

Ms. Owens stated where the dog park is.

Ms. Sambuca stated the sidewalk dead ends. There is a grassy area. It is a huge area.

Mr. Berube stated where all the trees are.

Ms. Sambuca stated right behind the Harmony sign.

Mr. LeMenager stated there is a chunk of land there.

Mr. Berube asked do you want to put a swing set there?

Mr. LeMenager responded that is exactly what I am talking about.

Ms. Sambuca asked what about in the Green section?

Mr. Berube responded we can put a playground set in there. We just discussed the budget.

Ms. Owens stated our concern is that Lennar is building those cottages.

Ms. Kassel stated we need to see what we have left in our construction budget. That is where it would belong.

Mr. LeMenager stated we have \$85,000 left.

Ms. Kassel stated no, we do not because we spent money on Blazing Star, and now we are spending money on Butterfly.

Mr. Berube stated we are going to be within \$10,000 of exhausting the money.

Mr. Walls stated I do not like that we talked about this and now we are going to have to spend cash because the developer did not want to put something nice there.

Mr. Berube stated it did not matter when no houses were there.

Mr. Walls stated not for them but we talked about this. We had the same conversation.

Mr. LeMenager stated I am not surprised that we are having this conversation.

Ms. Kassel stated unfortunately, it was not under our control and it will never be under our control. I am just glad that we are having retirement communities on the other end.

Mr. LeMenager stated it is under our control because at the end of the day, we have to sign off on the plats. Clearly, we are all learning how to do this. In the future, if we get a plat that does not have a park in it, I am guessing that the vote is going to be five to zero against it.

Mr. Berube stated the bottom line to the request behind the sign is, if we put in a piece of playground equipment, we have two choices we can make there. If we buy the commercial equipment like we had in Blazing Star, it is \$10,000 for a basic piece of equipment.

Mr. Walls stated it is a lot more than that.

Mr. Berube stated for a basic one because it is commercially rated. The other choice is you have seen some of the equipment you can buy in the market, specifically from our vendors like Costco, for less than half of the money. It is not commercially rated, but they are rated for the kids to play on all day and to be outside, but the money is significantly less and you get a whole lot more. It does not last forever. If you buy one for half of the money, in the last five or six years or however long it lasts and you throw it away and replace it, so what?

Mr. LeMenager stated we are going to have the same problem across the street in neighborhood H-2.

Ms. Kassel stated kids in neighborhood H-2 can go across the street to neighborhood H-1.

Mr. Berube stated they are going to complain about the same thing that this resident is complaining about.

Mr. LeMenager stated they are building these gigantic single-family houses that are going to be full of kids. It is supposed to be a traditional neighborhood development, which means that you have shared common space. They have not bothered to stick in the shared common space. It is not rocket science but it is make-a-buck science.

Mr. Berube stated think about the discussion we had in neighborhood G with Blazing Star Park and then the linear park. Our initial intent was to eliminate most of the play area at Blazing Star Park and move the kids two blocks to the linear park. All of the residents jumped up and said they do not want their children to have to walk two blocks to a different park. They want them in front of their house.

Ms. Kassel stated nobody said that we were trying to move the kids.

Mr. Berube stated that was my intent, which was to move them to a bigger park.

Mr. LeMenager stated you lost.

Mr. Berube stated everybody said not to do that.

Mr. Farnsworth stated that was not the reason that we objected.

Mr. Berube stated now we are saying with neighborhoods H-2 and H-1 to just let them go right across the street. If they did not want to move two blocks from there, they are not going to want to cross the street.

Ms. Kassel asked for the time being, can we have Mr. van der Snel scope out that parcel and come back to us with a proposal for a small playground on that parcel and also

to tell us what would be required, if anything, in terms of protecting the kids from the roadways?

Mr. Walls responded that is a bad spot.

Ms. Owens stated Five Oaks is horrible. That was another one of my issues.

Mr. Walls stated that is a bad spot for a playground.

Ms. Owens stated maybe the fence could be set higher.

Ms. Kassel stated that is a big expense and that is the developer's fence.

Ms. Owens stated maybe it does not have to be so close to U.S. Hwy 192.

Mr. LeMenager asked where are you going to put it?

Mr. Berube responded you run out of space.

Ms. Sambuca stated I do not know. I am just trying to make everybody happy.

Mr. Berube stated there is no making everybody happy, trust me.

Ms. Kassel stated we can have Mr. van der Snel take a look and see if it is feasible or not, and bring it back to us next month.

Ms. Sambuca stated okay. We will be out there with you.

Mr. van der Snel stated that is okay.

Ms. Lori Wienbarg stated I just want to say what a great job our landscaping team does of maintaining the beauty of our community. I want to thank all of you for that. There are reeds on the pond in our section. Will the reeds in the front pond in Rosewood be cut back because they have really grown? We moved into the community in August. They are cumbersome and trying to take over the pond. I am sure that it has already been discussed. The pond in front of me is fabulous. I love how you cut that down.

Mr. Berube stated we have changed the way that the CDD maintains the ponds. In fact, you might have heard some of the conversation earlier. Our guys are just starting to take it over. We have gone down the road of, if it grows, we are going to let it grow. There are two schools of thought to that. Those reeds are thick and they are growing. They are not ugly but they are heavy duty. There is value to that, in that, all of that stuff filters other things that may get into the water. At this time, there are no plans to cut them back.

Ms. Wienbarg stated okay.

Mr. Berube stated if it becomes a problem or invasive, we will consider doing something, but that provides a natural habitat.

Ms. Kassel stated that helps the wildlife.

Mr. Berube stated that is just nature. Those ponds have never been maintained since it was built. They were all built at the same time and are in the same neighborhood. One is bare all the way around, and the other one got completely grown in. Nobody did that.

Ms. Wienbarg stated they do a great job of maintaining everything around it.

Mr. Berube stated if you can post that on Facebook, we would appreciate it.

Ms. Wienbarg stated I did post it on Facebook.

Mr. Farnsworth asked what is the schedule of cutting back the five or six inches?

Ms. Kassel responded it is twice a year, four times a year if it really seems like it needs it.

Mr. Farnsworth stated it might be appropriate to do something.

Ms. Kassel asked is it in the pond or at the edge of the pond?

Mr. Berube responded it is in the pond.

Ms. Wienbarg stated in the pond.

Ms. Kassel stated our philosophy is we want to create ponds that are as healthy as possible. Things that are at the edge of the pond and in the pond take up nutrients from fertilizer that people use on their lawns that their landscaper uses. Any pollutants and any trash end up getting caught around the edges of the ponds, which is why we do not cut them way down to the edge, so the stuff does not get all the way into the pond. It pollutes inside of the pond. That way it can be caught before it goes in the pond and creates a better wildlife habitat, since we are where nature calls you home.

#### **NINTH ORDER OF BUSINESS**

#### **Adjournment**

The next meeting is scheduled for Thursday, March 31, 2016, at 6:00 p.m.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, the meeting was adjourned at 7:15 p.m.
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Gary L. Moyer, Secretary

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Steve Berube, Chairman