

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 26, 2015, at 6:00 p.m. at the Harmony Community School, 3365 Schoolhouse Road, 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
JD Holt	Attorney: Young, vanAssenderp, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Bob Glantz (<i>by phone</i>)	Starwood Land Ventures
Garth Rinard	Davey Tree
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 item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the January 29, 2015, Meeting

Mr. Berube reviewed the minutes of the January 29, 2015, meeting, and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated there were a few minor typos, which I will provide to Mr. Moyer.

Mr. LeMenager stated I thought something was mistakenly attributed to me, but I do not remember where it is.

Mr. Moyer stated when you find it, let me know.

Mr. LeMenager stated it does not really matter.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the January 29, 2015, meeting, as amended.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Weed Control

i. Bio-Tech Consulting Monthly Highlight Report

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

Mr. Berube stated I have a question for the engineer on the hydrology of the ponds. We had an opportunity lately to see what is in our pond when they emptied the large one. I understand that the ponds are all connected, not necessarily every pond connected to every other one.

Mr. Boyd stated not every pond is connected to every other pond.

Mr. Berube stated ponds need to have an outflow structure and outflow, and we have those.

Mr. Boyd stated right.

Mr. Berube stated I brought some pictures, if anyone is interested. The key is, as the ponds rise and they get too full, the excess water goes out the outfall. There are three different levels on the outfall. There is usually always water draining and there is another outfall. When it is really full, the water goes up the big grates at the top and heads for lower land or Buck Lake, as the case may be. The inflow and outflow structures into the pond are somewhat below the water level, somewhere down the wall of the pond. I have a picture of a large concrete pipe. There is also a vegetation line that is somewhat higher than the inflow and outflow structures.

Mr. Boyd stated correct.

Mr. Berube stated the vegetation growth into those pipes is a non-issue because the sun never gets there and allows it to grow.

Mr. Boyd stated right.

Mr. Berube stated any treatment that we do of vegetation in the ponds has nothing to do with water inflow and outflow into and out of those ponds. Is that a fair statement?

Mr. Boyd responded yes.

Mr. Berube stated the concrete structures are always going to stay open.

Mr. Boyd stated that is correct.

Mr. Berube stated the weed growth, if there is any, that we are trying to control is above where the water is going out.

Mr. Boyd stated I do not see any potential problem with weed growth clogging the pipes in the ponds.

Mr. Berube stated you might be right.

Mr. Moyer stated unless it is something like hydrilla.

Mr. Boyd stated absolutely. If you get hydrilla in your ponds, it will grow pretty quickly. Fortunately, the main way hydrilla spreads is by boats. I do not see it being a concern in your drainage ponds.

Mr. Berube stated when they emptied that pond, they let a lot of things come to light. The outflow structures are mainly concrete grates. They are out in the open. When these ponds get angry and want to exhaust water, I suspect that the flow of water out will blow any weeds or leaves.

Mr. Boyd stated the only maintenance required is on the outside perimeter. Over time, the vegetative growth can build up and the brush can build up to the point where when the water comes out of that structure and is trying to make its way to the adjacent wetland or lake, it has a hard time because the vegetation has built up around the outside. That is the only vegetative maintenance that needs to be looked at.

Mr. Berube stated my point is that we are paying Bio-Tech to maintain the ponds because it is our job to maintain the ponds for flood control. That is the purpose of the ponds. We pay Bio-Tech about \$18,000 per year for aesthetic maintenance to keep the weed growth down.

Mr. Boyd stated they also provide algae control, which is a different issue. Algae will turn your water green and cause a skim. I would not call it weed growth.

Mr. Berube stated fair enough. It is still for aesthetics.

Mr. Boyd stated yes.

Mr. Berube stated we have 34 ponds, 10 of which are in residential areas, and 24 belong to someone else, namely the developer. I am just asking the Board to give some consideration. This contract with Bio-Tech is going to be up for renewal in October. I brought this up before. The purpose of the ponds is to have water in and out. It is not affected by virtually anything that Bio-Tech does.

Mr. LeMenager stated I recall Tropical Storm Fay and constant rain for 72 hours. I like the fact that the pond system worked well. Yes, it does cost some money, but it is not a bad idea to have professionals looking at it and making sure that we are keeping the ponds in good condition because we will have an event like Tropical Storm Fay again.

Mr. Berube stated having said that, the real area where this could potentially be a problem, if nothing was done to the pond, would largely be on those outfalls and making sure that the vegetation around those is kept clear so water can easily flow away.

Mr. Boyd stated yes, from a water flow standpoint. The only thing that I caution you about is, if you do not maintain them and you get algae blooms that explode, it is harder to get them under control and eliminate them after that has happened than it is to keep it from happening. It will turn into a large algae mat, which you will not tolerate and will do something about from an aesthetic standpoint. If a pond goes unmaintained for a long period of time, it is possible to get a thick layer of algae, which is a semi-solid on the surface of the lake. If it ever got that bad, then the potential for that to clog the orifices on the outfall structures is a problem. That is a very severe problem. The problem is, if you are not doing routine maintenance, it is harder to keep algae blooms from happening. That is not to say that you could not address it before it got bad.

Mr. Berube stated what I wanted was your viewpoint. When the pond was drained, you could see what was going on. I was always concerned with how far the vegetation was getting down toward the inflows and outflows. We had a good view. There was not a lot of silt on the bottom. The pond was very clean when they drained it. We will address it at a future meeting after everyone has some time to think about it. We bring this issue up every so often. We are meeting here at the school to save \$125 per month on a meeting room fee, yet we are spending \$18,000 annually for aquatics. I want to be sure that we are spending the \$18,000 where it needs to be spent.

Mr. LeMenager stated keep cause and effect into account. The reason it was so clean was because we had Bio-Tech inspecting and maintaining them carefully for all of these years.

Ms. Kassel asked Mr. Moyer, do you have any CDDs that do not manage their ponds?

Mr. Moyer responded no. Every one of them has a similar contract. Some are more intensive, depending on the type of aquatics. I mentioned hydrilla. That is a very

expensive treatment. You have to get on top of it quickly before it gets very invasive. They all have some level of aquatic maintenance.

Mr. Berube stated it comes down to a matter of making the decision where you spend your money and how you react to any potential issues. We can continue just the way we are. I just want to make sure that we are getting the best value.

Mr. Walls stated from an aesthetic perspective, it is good for us to decide what we want the ponds that we own to look like. We need to evaluate the ponds that we do not own because a lot of the work that is done is aesthetic work. Why are we maintaining the look of the ponds that we do not own? We should have inspections of those ponds on a regular basis since they are part of the entire system, but not necessarily have monthly treatments.

Mr. Berube stated we are doing monthly treatments on the golf course ponds and quarterly treatment on the residential ponds.

Mr. Walls stated I think that we need to evaluate that.

Mr. Moyer stated back to Ms. Kassel's question, in a lot of cases, the Districts maintain these ponds because the residents who overlook these ponds do not want aquatics or algae in these ponds. It is driven in large part by the population that lives within the District. Harmony is different because you are all more environmentally sensitive, and it is not as necessary to have perfectly maintained pond edges.

Mr. Berube stated as we look forward, there are a bunch of new neighborhoods coming on Board, and there is a batch of new ponds, which if we maintain at the current state, is going to expand the contract and end up being something more expensive, which is another thing that we have to deal with. Right now the ratio is 24/10: 24 non-CDD-owned ponds, and 10 CDD-owned ponds. We are going to gain more CDD-maintained ponds. I just wanted to start the discussion as we approach the time to change the contract, which is October. We will have further discussion down the road as we see what is happening.

Mr. LeMenager asked are there four more ponds?

Mr. Berube responded there are at least four. There may be more. Whatever the case, the number of ponds is going to increase.

Mr. LeMenager stated four neighborhoods are coming online, so there will not be too many new ponds.

Mr. Berube stated one will be pretty big in the middle of neighborhood O. We need to give this some thought.

B. 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. Rinard stated you have my summary for the month. I will give you some highlights and bring you up to speed. We mentioned that the mulch will be completed this week, and we are on schedule. We have one remaining park area to do, and that will be taken care of tomorrow. Weekly mowing cycles begin in about two weeks. It is hard to believe that we are approaching spring. With the exception of last week's temperatures, I think we are moving in that direction. As a result of last week's temperatures, we did see some frost out on the property and you will see some effects. We did make note of some discoloration that was a result of some weed control over on Schoolhouse Road. There are signs of recovery. It has slowed because of the weather, but as the temperatures warm and we have turf fertilizations scheduled for March, that will push the recovery along quicker. The annuals are scheduled for rotation in April. Depending on what the weather does, we may want to move this up. We will have to see how the weather does whether or not there is a drastic change. We are showing some 80-degree weather in the forecast next week. It looks like there is a minor front behind it that will cool things off. I think spring for the most part is approaching.

Mr. LeMenager started you mentioned mulch. Have you coordinated with the developer in terms of what they are doing in the new landscaping to make sure that they are using the same mulch we do? Is that happening at all?

Mr. Rinard responded from my understanding of what I saw from the landscape plans and drawings, that mulch was specified. I do not know whether or not that is currently happening. I am not aware of that.

Mr. LeMenager stated they were supposed to use the same stuff that we do.

Mr. Rinard stated yes.

Mr. Berube stated it did not happen. We just received plain, old, red-brown mulch in all the new areas that REW put in.

Mr. LeMenager stated someone needs to inform the developer that they used the wrong mulch.

Mr. Berube stated he is hearing you now. We had a meeting last month when we discussed landscaping and Davey Tree. We had some fairly strong commentary. Almost immediately after that meeting, Mr. Rinard, Mr. van der Snel, Mr. Jon Rukkila, and I got together and had a heart-to-heart talk. At the time, they were down to three or four guys on property plus Mr. Rukkila. We received a commitment the following week to have a minimum of six guys on property. Since then, there has generally been seven or eight guys plus Mr. Rukkila working on the property. The response was quick. There were a number of issues that led to them getting to where they were. There has been no resistance. There have been additional people and trucks. You have probably seen guys all over the place getting caught up. I appreciate the quick response. From looking around, we are back to where we need to be, and Mr. van der Snel has been on top of that as well. We are seeing things happening.

Mr. van der Snel stated definitely.

ii. Contract Renewal and Consideration of Fencing

Mr. Berube stated as an extension of that, Davey Tree had to clean up and move their storage area out near the garden. They were required by the developer to put up a fence, which cost them \$6,500.

Mr. Rinard stated right now it is \$6,500. There are going to be some added costs to prepare the ground and make it 100% usable.

Mr. Berube stated this was not part of their plan, but they had to pay for it. They asked for some temperance from us, not for us to pay for it, but to give them the ability to spread it over several additional years, which our contract does not allow for at this point. I will allow Mr. Rinard state how he would like to recover some of his fence costs over a period of time. It sounds like a reasonably fair deal for us.

Mr. Rinard stated yes, that is the case. We have agreed, with the new footprint of our maintenance yard and staging area, to assume the costs of putting up new fencing, screening it, and paying additional costs for preparing the ground because it is very soft in order to use 100% of that area. Relative to our meeting last month, I want the Board and the community to know that we are very much committed to Harmony. Yes, there are times where we had our ups and downs, but we try as best as possible. We are certainly not sitting on our laurels. Certain things happen and there are certain timelines when sometimes it takes longer to put some things and pieces into place. We are committed to being your landscape contractor not just for two or three years but for a

long time, similar to what we have enjoyed over the years in Celebration for 14+ years. We want to be able to say the same thing here with Harmony. As such, in talking about the costs, since our current contract is up for renewal in October, I am faced with a choice. What I am asking for is consideration of the following. In year four, which is the second year of the one-year renewal, meaning this upcoming October under the current agreement, we have a 2% scheduled increase. We would like for the Board to consider the possibility of approving that now, which would allow us to spread our costs out at least through that year, for the fence costs that we are incurring today. What we are further offering is if the Board would consider going an additional one, two, or even three years out, we will hold the pricing flat for those one, two, or three additional years.

Mr. Berube stated in real numbers, that is \$8,000 to \$9,000 a year. Our risk is virtually none because the contract was written to give us a 30-day out for any reason.

Mr. LeMenager stated he wants 2% now and to hold that price steady for the next three and a half years.

Mr. Berube stated yes.

Mr. LeMenager stated sold.

Mr. Walls stated I am okay with that.

Mr. Farnsworth stated yes.

Ms. Kassel stated I agree.

Mr. LeMenager asked do you need a motion or do we need to provide something in writing?

Mr. Berube responded we have to modify the contract.

<p>On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the Davey Tree contract renewal with a 2% increase effective October 1, 2015, upon renewal of the contract, and zero increase for renewals for up to the next three years, as discussed.</p>

iii. Landscaping Enhancements and Improvements

Mr. Rinard stated I have one other item, which came up this afternoon and is what we are working on with Mr. van der Snel. I do not have anything formal for you. What I am going to ask for is for some improvements in the Town Square. Basically, we are reducing the flag pole annual bed area. The original contract provided for 1,600 units per

rotation. Shortly after starting in 2012, the bedding area around the flag pole as well as the tree rings underneath the crepe myrtles and the walk to the flag pole were added in. The additional annuals, which are roughly 600 to 800 units per rotation, were an additional cost. At this point in time, we decided to eliminate the annuals at the crepe myrtles right now. We are considering some ideas as far as perennials, but we are not ready to move in that direction yet. We want to eliminate the annual bed around the flag pole with the combination of some gold mound, fronted with some dwarf crown of thorns. The dwarf crown of thorns will provide some flowers and color to the area, as well as the coloration coming off the gold mound itself. Originally, as we searched for suppliers, most of them are located in the south and was going to take some time. We wanted to get things in place for the Dark Sky festival this weekend. We tabled it because of logistics; however, we found a local supplier this afternoon and are ready to move on it tomorrow if you want to do it. I just do not have all of the numbers finalized. I estimate that it will not cost more than \$1,500. I am putting this out for your consideration. I will put the numbers together prior to moving forward.

Mr. Berube stated I went over and looked at the area today because I was confused when Mr. van der Snel asked me about it today and told me that they wanted to do it ahead of the Dark Sky festival. My immediate response was that the Dark Sky festival is in the dark.

Mr. LeMenager stated good point.

Mr. Berube stated as much as they are ready to proceed tomorrow, that is nice, but I do not see it as being a deciding factor. However, Town Square has always been a struggle because we put annuals in there and the deer eat them. There are 15 different kinds of flowering plant materials; some work and some do not. The area that is currently under consideration is the arch area right under the three flag poles, which is all brown mulch, the area directly to the left, and the area directly to the right, where there were other things in there that were all removed and are now mulch beds. There will be a stepped effect with the gold mound in back and dwarf crown of thorns in front to give a layered effect to that archway.

Ms. Kassel stated I have a problem having crown of thorns in a public place, as it is a prickly plant with a lot of thorns.

Mr. Berube stated a lot of roses are there already.

Ms. Kassel stated the second problem is that we are paying to have a redo in a place where we already paying to have annuals.

Mr. Rinard stated the annuals are additional items. Those were not the original beds. They were added in. Mr. Todd Haskett added those in afterwards, so you are incurring an additional cost. By doing this, you actually end up saving and recovering that cost. If the cost was \$1,500, which it will be less than that amount, you will recover that in two rotations.

Mr. Berube stated it depends on how many they replace. For the last couple of years, we have been paying twice a year for these added annuals. I believe it is about \$2,400 to \$2,500 per year in total.

Mr. Walls stated I think it makes sense to get rid of them there. I always walk down there when I am there for an event. It is disappointing because people step on them and kids run through there and they get eaten.

Ms. Kassel stated that is some of the reasons why I do not want the crown of thorns.

Mr. Walls stated I am not in any hurry to do anything tonight. I would like to see a proposal, and then we will decide. I agree with getting rid of the annuals. They just do not work.

Mr. Berube stated I understand the problem with the roses, but they are pretty when they are bloomed and trimmed up. The reality is, when you look at the roses throughout Town Square, they are not being maintained at all. There are dead buds; they are scraggly. It is a mess. Apparently the good news about the roses is that the deer do not eat them because they have thorns. The bad news is that they go through their growth cycle and no one is in there clipping them.

Ms. Kassel stated that is not true. The deer eat the leaves off the roses.

Mr. Berube stated that may be. Whatever the case, as we redo Town Square and other areas, seeing we have hungry deer, I think we need to put in things that will not waste our money because the deer will eat them.

Mr. Rinard stated to be honest with you, I have not found anything that is truly deer resistant. When they are hungry, they will eat. The hawthorn on the east entryway is a constant food source. As it starts to re-leaf, the deer are in there stripping it just as soon as it does. Even burford hollies that have prickly leaves, I have seen those stripped down on a recurring basis. I would be more than happy to formalize a proposal, but I wanted to

throw that out in case there was any desire to move on it. Last month, we provided a proposal to the Board for some work on Cat Brier. I think that started the discussions that ensued. In retrospect and looking at the meeting minutes and the comments made, I am thinking that we did not define that scope very well. The purpose was for transplanting needs that we evaluated from our walkthrough with Mr. van der Snel. We have sensed from conversations that we should pull that off the table. As Mr. Berube mentioned, in our meeting, we talked about staffing at six workers plus Mr. Rukkila. We currently have eight employees plus Mr. Rukkila. One guy is out on medical leave, but he is due back soon. The net number is seven right now plus Mr. Rukkila, but we are committed to eight plus Mr. Rukkila. We are going to start the transplant work along Cat Brier next week. As we get close to completing that, then we will come back with some plant material for supplements and fillers as a result of our walkthrough. We will see if we can get this finalized.

Mr. Berube stated from looking around Town Square, I think that there are going to be some other areas where we need to eliminate brown patches of mulch and replace it with sod. There will be a number of other improvements to Town Square, which we will handle one at a time. Take a look at the roses, in particular the way they are being maintained. They look unkempt. I realize that roses require hand pruning, but they are there.

Mr. Rinard stated I will take a look and address it.

Mr. Berube stated the roses would be very nice if they were pruned.

Ms. Kassel asked is anything happening with the Cat Brier refurbishment?

Mr. Rinard responded that is what I was referring to. This next stage would be taking some of those grasses, spreading them out, and doing some fill work. After that, we will go into some of the areas where supplemental plants, fillers, and new plants would occur. We took an afternoon and walked it and discussed ideas for that. The next step is to take what we have, consolidate it, spread it to wherever it makes the best use of what we do have, and then look at the fillers and supplements that are needed on the back side of that.

Ms. Kassel stated there are two new trees by the dog park in beds that use to have perennials. Now that is just dirt. There is not even mulch. What is the plan for this area?

Mr. Rinard responded I will look into it.

Mr. van der Snel stated to keep them watered, Mr. Rukkila made a barrier around it.

Ms. Kassel stated you mean a little berm.

Mr. van der Snel stated yes. Once that is complete, the water will stay in. After that, we will mulch it.

Mr. Rinard stated that is for establishment purposes. I would have to take a look at it. I do not know if there is sufficient room around the root ball area to put in some plantings.

Mr. Berube stated I think the problem is that the berm got trampled by kids. It did not look like a berm anymore. It looks like a sand pit that kids have been playing in. I saw it, too, and then realized that was a new tree where there used to be a berm.

Ms. Kassel stated I understand why the berms are there, but I wanted to know the plans going forward.

Mr. Berube stated all of those transplanted trees have berms around them. They are still being watered manually and will continue to be manually watered for another couple of weeks. Once they are established, the berms will go and they will be mulched like the rest of the trees.

A Resident stated I live on Buttonbush Loop, and they cleaned out the conservation area across the street from me. It looks great. I suggest installing a doggie pot station around the loop.

Ms. Kassel stated there is one in the park.

The Resident responded yes. I live right on the circle. There is a lot of dog activity across the street, and some people do not pick up after their dogs.

Ms. Kassel asked is there also one in Teardrop Park?

The Resident stated yes.

A Resident stated no one knows where it is.

Ms. Kassel stated there is one right behind the loop and one in front of the loop.

A Resident stated I understand that, but I see people not picking up after their dog. I do not know what we can do.

Mr. Berube asked do you want one prominently in front of the conservation area at the loop?

The Resident responded yes. It may encourage people to pick up after their pets.

Mr. Berube stated we can do that, not a problem.

Mr. Walls stated we can relocate one that is not being used a lot.

Mr. Berube stated our guys are out there all the time, and they know what the usage is. We can either pull one and move it if it is not used much, or we can add one.

Mr. van der Snel stated they are all used, but we have one we can put there.

iv. Facility Agreement

Mr. Rinard stated we are prepared to execute the agreement for the facilities.

Mr. Holt stated we spoke to Mr. Rinard, and there is one change regarding the insurance requirement that we will have to discuss this with the developer's attorney. I do not think it will be an issue, but we just want to make sure.

Mr. Berube stated we can do it electronically and swap the signature pages. We will work it out.

Mr. Rinard stated the fence is gone.

Mr. Berube stated we noticed that. I looked at it today and it looks good.

FIFTH ORDER OF BUSINESS

Developer's Report

Mr. Glantz stated we are still tracking to complete the dirt work in parcel F—Cherry Hill—and parcel H-2—Hawthorne—by the end of April with full completion by sometime in May. As far as the timing of the next development, we are going to be commencing construction on parcel O in May. We will be moving the construction work from the two parcels on the west side to parcel O and then to parcel I on the east side. Everything we are reporting now is a repeat of what I reported at the last meeting. We are on schedule for all of these items. I will be taking a vote of my Board members over the next couple of days regarding the storage area, and once it passes, we are going to start that process. We talked about that at the last meeting. We received over 20 inquiries at this point from people who want to lease space, and every day we receive another one or two. We are moving forward in that direction. Construction is ongoing in Rosewood. Construction will start on the model homes any day, if it has not started already, by Richmond American Homes. The next community will have two models going up.

Ms. Kassel asked are the two models going in Hawthorne?

Mr. Glantz responded yes. Lennar is building a model. They started construction this week on the homes on the section of lots that are closest to U.S. Hwy 192. They will be building them fairly quickly. Richmond American Homes will be starting construction on their model home on the pond any day.

Mr. Berube stated you and I had a conversation about signs in CDD easements today. I saw your response, and I appreciated the quick response. This Board has a fairly stringent sign policy of no signs on CDD property. I do not want to run afoul of any developer agreements that you may be making with builders. I think you are clear about our wishes on that. Do you agree or do you think you need an agreement for builders to put up signs in CDD easements? Give us some guidance as to what your thoughts are.

Mr. Glantz responded we have a fairly strict policy with the builders. When I received your text earlier today, I forwarded it to Ms. Amber Sambuca, who went out in the field and asked for your phone number because she noticed no Lennar flags. Once we locate what they are, we will have them removed from CDD property. As you know, Lennar randomly installed a sign on CDD property on Five Oaks, and we promptly asked them to remove the sign, which they did. I think we are in step with what the Board wants. We are trying to get a cohesive set of signs within the community. Obviously inside of the parcels in front of the model homes, it will be a different story. But we want the major roadways in the community to be neat and clean and professional.

Mr. Berube asked did Ms. Sambuca find no flags in the area that I mentioned?

Mr. Glantz responded I forwarded your text message to her, and she will follow up with you tomorrow. If it is something that is inappropriate, we will have the builder remove it.

Mr. Berube stated that is fine. Thank you.

Mr. Glantz stated I believe we are in lock step on the signage program. We do not want to have this community look like a used car lot. We want it to look professional.

Mr. Berube stated those are the right words. I see smiles on faces.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Boyd stated Mr. Berube asked me to update the maintenance map, which I have done and I am distributing to the Board. This reflects the neighborhood that was recently completed, H-1, as well as the two new neighborhoods under construction. It is not ready to be implemented at this point. On the old map, we had areas in orange and yellow. The areas in orange were kept highly maintained versus the areas in yellow were CDD areas that were not mowed as frequently because you did not have a landscape program in place. That is the color differential. That is for the Board's use and review.

Mr. Berube asked is it safe to presume that areas marked as “community parks” and “open spaces” are CDD property?

Mr. Boyd responded those are CDD lands, as well as the areas in yellow.

Mr. Berube asked are undeveloped open spaces also CDD lands?

Mr. Boyd responded the yellow and orange areas are CDD lands.

Ms. Kassel asked Billy’s Trail is CDD property?

Mr. Boyd responded I am not sure if it is platted in the CDD yet. I do not think it was. It was designated as common space. It is not technically owned by the CDD yet. When that area is developed and platted, the exact configuration will be determined. I guess it is in yellow because it is a common space. At the same time, we extended that common space up to Billy’s Trail.

Mr. Berube stated conservation areas are not owned by the CDD.

Mr. Boyd stated correct; they are developer land. A conservation easement has been dedicated over them.

Mr. Berube stated they are permanently like that.

Mr. Boyd stated yes.

Ms. Kassel asked in one of the DRI amendments, did #4 change from the Birchwood DRI to the Harmony DRI?

Mr. Boyd responded yes. It was just a name change.

Ms. Kassel stated there is a habitat management plan for these conservation lands and a conservation trust. What is the conservation trust? Will the CDD have any part of that? Should it or should it not? What is the plan for ownership of that land and those preserved areas? They are currently owned by the developer, but there is an easement. What is the plan?

Mr. Boyd responded I cannot answer that question. I have to go back and reread the DRI because I am not involved in the management aspect. That is something we need to ask the developer.

Mr. Berube stated the developer gives you orders, and you manipulate them so it all works.

Mr. Boyd stated anything that is transitioning to operational, I am not involved in. We were involved in the preparation of that DRI document back in 2001 and 2002, but we have not worked with it since.

Ms. Kassel asked did that call for a conservation trust?

Mr. Boyd responded I do not recall a conservation trust. If there is reference to a conservation trust, I would have to go back and reread the document to see what it was talking about.

Ms. Kassel stated the 2004 amendment does refer to the conservation trust.

Mr. Berube asked can you make one or two larger copies of this map?

Mr. Boyd responded I brought a couple of large copies with me.

Mr. Berube stated the reason I asked for this map is because the plans have changed a lot in the last several months. Secondly, the developer has asked Mr. van der Snel and me to accompany him and some of his folks to a meeting to address edges. There are many places where CDD lands abut developer lands. In the past, developer staff mowed areas that were overgrown, and those folks are gone. Now, the developer does not want to do anything that they do not have to do or encroach onto our property, and we do not want to do anything that we do not have to do or encroach onto their property. We are going to have this meeting soon to settle all of these boundary edge areas. Without having a current map, we have no way of knowing who owns what. I do not remember who owns what under the 998 acres, and I do not think anyone does. That is why I asked Mr. Boyd to put this map together for us. We should have this type of information anyway.

Mr. Boyd stated another thing to consider is, as Lakeshore Park has been extended and is being built out, think about changing the maintenance that you put into it, as opposed to it being mowed like a pasture where people were not going. It is an area that people will start frequenting. You do not have to, but it is something to think about.

Mr. Berube stated it is something for the Board to think about between now and next month. In the last several weeks, Davey Tree had several of the CDD ponds clear cut down to the water's edge because it had been a long time since it was done. That is supposed to be done a couple of times a year. The question becomes if we want to have the clear cutting to the water's edge done a couple of times a year and leaving a rough effect. Davey Tree might be willing to trade off cutting all the way to the water's edge on their weekly rotation when they cut. It is not an add-on for them to keep it clear cut all the way to the water's edge.

Ms. Kassel stated you and I both attended a presentation on this some years ago. The purpose for having growth at the pond edge is to catch pollution, litter, and anything that

might end up in the ponds, to keep the ponds cleaner. There was a reason that we were only cutting twice a year around those ponds, and I feel it is the appropriate thing to do.

Mr. Berube stated I understand and I agree with you. We have always been told that the ecological benefit of having it that way is important. But the reality is, after they cut, the litter is still there. Plastic bottles, paper, and plastic bags are left there and a good mound of weeds. When the rain comes, it washes all of that into the pond anyway. The positive effect is outweighed by the negative effect. I am not sure. If the Board wants to keep it on a twice-a-year clear-cut schedule, that is fine. It is something to think about. I noticed what happened after the clear cutting.

Ms. Kassel stated if it is clear cut all the time, there would be more litter in the ponds.

Mr. Berube stated maybe.

Mr. Walls stated I am okay with the current schedule. I do not think it looks bad. I think it looks nice having a buffer area around the pond. Maybe we should organize some pond-cleaning events from time to time.

Ms. Kassel stated I thought that someone was responsible for keeping the ponds free of debris.

Mr. Berube stated in theory, the District staff does that. The problem is that it got so far out of control last time. There was a lot of litter buried in the weeds that you did not notice. Once they cut it and you took a look, you saw it. It was a mess. If we keep it to twice a year rather than waiting more than a year like we did this last time, it probably will be minimized. The question is how you want it to look and what you want to do about the ecology. Some like it clear cut all the way and some do not. The key is that we have Davey Tree advised that we want to adhere to the contract at least twice a year. That should minimize the trash buildup and should make the pond visible. We can also ask District staff to go around the ponds on the four wheelers and pick up trash. They have done that a couple of times. The last time, it was so tall that you could not see the trash. We will leave the clear cutting as it is.

Mr. LeMenager stated you have Long Pond identified in yellow, which is undeveloped open space. Clearly the part of Long Pond between Schoolhouse and the pond itself has gotten developed. There are a lot of benches, trees, plants, and flowers. I am not sure that I would identify that as undeveloped space.

Mr. Boyd stated it is still a draft, so we will note that.

Ms. Kassel asked when will we see neighborhoods O, I, J, K, and L?

Mr. Boyd responded I do not want to put them on there until the final plans are approved because they will continue to change. For neighborhoods O and I, as we get into April, the plans will probably be firm enough to put on the map.

Mr. Berube asked is the source material for this Google Maps or some other satellite map?

Mr. Boyd responded the source is basically our AutoCAD drawing base of the property. It is the same work as the plans that we prepare. Those are the same edges that you are seeing.

Mr. Berube stated I have seen your work with Google Maps on some of our contracts in the past. Would it be terribly expensive to get a Google Maps overlay?

Mr. Boyd responded no, we can do that. I actually thought about doing one for this exhibit, but it was not working well with the colors.

Mr. Berube stated when the next neighborhood comes online, which would be O, that turnover would have a revised map. If you can do that with Google Maps, give it a shot.

Mr. Boyd stated sure.

Ms. Kassel stated there is strange animal-looking black thing near the end of Five Oaks Circle.

Mr. Boyd stated that is part of the lift station. The source is our CAD information. A layer got turned on that should have been turned off. I have one other item. I have a form that needs the Chairman's signature for the SFWMD. It is the form that officially tells SFWMD that the CDD is the official maintenance entity.

Mr. Berube stated I received a copy of that email.

B. Attorney

Mr. Holt stated last month, the Board approved the contract with Aquasol Controllers, doing business as Poolsure. They came back and had a concern about the professional liability insurance requirement. We researched the industry standard, and it is not normal for this type of contract, so we revised it and sent it to Mr. Berube for signature. At the last meeting, Mr. Tim Qualls talked about sending another letter to Mr. Michael Heaphy for the fence relocation. I believe that the \$700 was paid.

Ms. Kassel stated yes. I have an email exchange with Mr. Heaphy. He was very offended. I told him that the CDD was also offended and I listed the reasons why. I asked him to please pay the bill so we can move on, and he did.

Mr. Holt stated I am glad everything worked out. There was a rule workshop last night. Mr. Qualls called into the meeting, but I have not been able to speak with him yet. If anyone has any questions or anything that I need to look into, please let me know and I will write it down and get back to you as soon as possible.

Ms. Carole Greenwald stated we need to address the three-day right of recession. It is in the documents.

Mr. Berube stated the outcome is that we gave Mr. Qualls marching orders last night to research the legality of where we stand with that. That will be addressed at our next meeting that covers rules, which more than likely will be next month's meeting.

Ms. Greenwald stated as a realtor, I am not concerned because it does not apply to us in selling resales. But from the standpoint of what the documents say, I think it is either something that we have to address or put in a notice to change it. I do not think that we should be cavalier in saying that we do not need to worry about it. I do not think it is a CDD responsibility. I believe that it is Starwood's responsibility.

Mr. Berube stated it is in our rules.

Ms. Greenwald stated my point is that Starwood amended the rules.

Mr. Berube stated I understand. Did you think that we were taking this lightly last night?

Ms. Greenwald responded no, I did not, but when Mr. Holt asked if there was anything else, I want to remind him that yes, there is.

Mr. Berube stated Ms. Greenwald is referring to the three-day right of recession in the rules package. Mr. Qualls expounded on that last night. He was going to do more legal research on the right of recession to see if we *can* do it or if we *must* do it. That is the key. If we can do it, I think we are probably going to let it go away, but if we must do it, then we have to address it.

Mr. LeMenager stated to be honest, I cannot see that there is any conceivable legal basis for this body to have that in its rules because we are a public body and yet we are trying to put in a rule about a contract between private parties on private land. It goes back to the comments that I was making last night. We know that you never tell people what they should do or not to do, but we do imagine that there were times in 2000 when you were falling off of your chair laughing silently.

Mr. Farnsworth stated I do not think there is any federal law that requires that.

Mr. Moyer stated I think what Mr. Qualls will report to you is that it was a commitment that was made to the County Commission as part of the establishment process for the District. I think that is what you will find. I do recall that there was that type of discussion with the County Commission.

Ms. Greenwald stated that is exactly what I was told, too.

Mr. Berube stated along those same lines, there are a bunch of rules about public financing disclosures. I think at least once a year, Mr. Moyer has some sort of resolution or something that addresses our requirements about public financing disclosures.

Mr. Moyer stated what the law provides is that we will prepare a disclosure and make it available to the developer, which was done. The developer's obligation is to continually pass on that disclosure that your property is within a CDD. In the public records, the recorded document is a notice of establishment of the District that goes through the same types of things. On our website, there is a question and answer on the assessments. There is also a disclosure on our website. I think we are covered. It is now more a developer obligation than it is a CDD obligation.

Mr. Berube stated I know that you addressed it, not often, but it is some routine piece of paperwork. I guess you are updating whatever it says on the website, but I know we have addressed it. I just want to make sure that we are complying with all of the rules.

Mr. Moyer stated yes, you are.

Mr. Holt stated the last item is the sublicense agreement. I spoke with Mr. Rinard, and after speaking with Mr. Bob Evans, we will make any appropriate changes and have it executed.

Mr. Berube stated we will have one for you with Aquasol. We have the executed and notarized version. I thought I had to sign it, but Mr. Moyer needs to sign it. I will send it to Mr. Moyer electronically. It is in process. They are doing the work. It is just a matter of getting the agreement signed and a copy back to them.

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 would like to discuss the sailboat incident. On page 2 of my report it says that parts are ordered. Parts are not ordered yet. It is still up for discussion.

We finished the bathroom project today. It is all done. There is going to be an anti-slip seal on the tile so we do not have any slipping accidents. Slip warning stickers were placed on the doors. They were not there before, and we put them on now. All doors are painted. It is looking good.

Mr. Berube stated the restrooms look brand new. I believe there is going to be some touch-up paint.

Mr. van der Snel stated yes. There will be fresh paint on the window frames. It will look a little more diverse.

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.

Mr. Berube stated we commented on the sailboat last month. The question becomes what we do about the sailboat. It sits there and absorbs money every year for minor replacements and refurbishments. The sailboat does not get used much, from looking at the boat activity report. There was an incident about three weeks ago where Mr. Edward Kuykendall had it out, and the wind changed and rolled the sailboat over. Luckily, he was not hurt and amazingly he was able to keep his cell phone out of the water and call for assistance. He made it to the top of the sailboat with his cell phone. The rescue boat came to get him and towed the sailboat back. The problem was with the mast, sail, and various rigging. When a boat goes upside down in the water and you drag it back, it is not good for any of those things, and we have damages to that boat of \$1,650. With the labor, the cost will be about \$2,000. The question becomes if we invest this money in the sailboat and let it sit there and suck up the sun and deteriorate for another five, eight, or ten years and not get used very much, or do we not invest the money and auction it off as disposable property that will probably bring \$400 or \$500. What would it be worth if we purchased a new sail and everything? Maybe \$2,000 or \$3,000; I do not know. There are a couple of questions to be wrestled with. Do we charge Mr. Kuykendall for the damages to the boat?

Mr. LeMenager responded I do not think so. Accidents happen. It was an act of God.

Mr. Berube asked if accidents happen, why do we have a deposit on the boat?

Mr. LeMenager responded for malicious damage.

Ms. Kassel stated I disagree.

Mr. LeMenager stated that is why we are debating.

Mr. Berube asked if we repair the boat and then sell it, can we recover the cost of repairing the boat? I think we can.

Mr. Walls stated I do not think it is worth taking that risk because you have no idea how much money you are going to get.

Mr. Berube stated you are right.

Mr. Walls stated given the small amount of usage on that boat, it does not make sense to me.

Mr. LeMenager stated the money might be better spent on the pontoon boats. We can maybe figure out how to recharge them faster or purchase another pontoon.

Ms. Greenwald stated I agree with Mr. LeMenager. How many times a year does someone take the sailboat out?

Mr. Berube responded no one with the exception of Mr. Kuykendall.

Ms. Greenwald stated that is what I am thinking.

Mr. LeMenager stated he is the first person who liked to sail.

Mr. van der Snel stated he took it out three times.

Ms. Greenwald stated it is not a high-demand item.

Mr. Walls stated it is not a sailboat lake, either.

Ms. Greenwald stated I suggest putting it up for auction.

Mr. Berube stated the problem with the sailboat is you need to have wind. We keep people off the lake when it is windy. I was amazed that he found enough wind to roll the sailboat over. The first decision is that we are not going to repair the sailboat.

Mr. LeMenager stated no, we are not.

Mr. Berube asked do we want to put it up for disposal?

Mr. LeMenager responded yes.

Mr. Walls stated I suggest scrapping it.

Mr. Berube stated scrap it or sell it.

Mr. LeMenager stated someone may want it to fix it up.

Mr. Berube stated we will put the bid out like we did last time, and chances are that guy from Missouri will come out, put up a low amount of money, and take the boat away. The boat will be set up for auction disposal. The next issue is what we want to do as far as charging Mr. Kuykendall for damages.

Mr. Walls stated I am not in favor of going after him. I think he did us a favor by us getting rid of it.

Mr. LeMenager stated it was not malicious damage. He knows how to sail. At the end of the day, it is not a great lake for sailing in. He got caught in some wind that knocked the boat over, and he did his best to try to rectify the situation. It sounds to me like some of the damage came from towing it in.

Mr. Berube stated part of it is when the mast goes into the water, and the rest happens as you tow it in and it scrapes the bottom.

Mr. Farnsworth stated I am neutral. I like the concept of the sailboat being available, but if it is going to become costly, then we need to get rid of it.

Mr. Berube stated the question is if we charge damages to Mr. Kuykendall who rented it.

Mr. Farnsworth stated I am not saying no.

Mr. Moyer asked what about if you give him the option? If he likes to sail, tell him to fix the sailboat; otherwise, we are going to auction it.

Mr. LeMenager stated what a wonderful suggestion.

Ms. Kassel stated other Board members have had a lot of concerns about setting precedence, for example, with Mr. Heaphy and his fence. Here we have a significant amount of damage to the boat as a CDD asset. If we let that go, then anybody else can say that someone ruined a CDD asset and did not have to pay, so why should I have to pay.

Mr. Berube stated here is the problem as I see it. The boat had a sail on it, and we last replaced that sail about five or six ago. There was time on the boat. What we are asking at this point would be for Mr. Kuykendall to restore the components that got damaged to brand-new condition, when they were not new. They had some time on them.

Ms. Kassel stated we could ask him to pay for the value of the boat at the time he took it out.

Mr. Berube stated he put down a \$250 deposit, and he thought that he was limited in damages to \$250. In thinking the entire thing through, I think a decent compromise would be to assess him \$250 and be done with the boat so we have no further problems with this boat.

Mr. Walls stated I am fine with that.

Ms. Greenwald stated Mr. Mike Hubbard seems to be very knowledgeable with regard to sailing. In fact, he taught the course on sailing that particular boat. Would it not be a good idea to ask Mr. Hubbard if the incident was due simply to weather or possibly pilot error?

Mr. Berube stated it is always going to be a little bit of pilot error, but we have an explanation from Mr. Kuykendall. He was in the process of turning around, and the wind had gone dead. Suddenly, a gust came along during the process of turning the boat around. He was on the low side of the boat, and it turned over. That is exactly what happened. Was it weather related? Yes.

Ms. Kassel stated that is his report of what happened. Ms. Greenwald is suggesting that we ask someone else.

Mr. Berube asked how far do we go with this?

Mr. Walls responded I suggest that we go with Mr. Berube's suggestion of assessing him \$250. I think that is fair. Like you said, the boat was not new or close to being new.

Ms. Kassel stated it was worth a lot more than \$250.

Mr. LeMenager stated yes, but we are going to dispose of it.

Ms. Kassel stated I understand, but it was a CDD asset. What if someone does something to another boat or some other asset?

Mr. Walls responded I do not see that happening with another boat because of how they are set up.

Mr. Farnsworth stated there are many different scenarios that you can imagine where something would happen.

Mr. Walls stated we are going on ten years, and this is the first time something like this has happened.

Ms. Kassel stated we are going to double the number of people in this community in the next couple of years.

Mr. Berube stated we had extensive discussion. Does someone want to make a motion to charge Mr. Kuykendall for damages?

<p>Mr. Walls made a MOTION to authorize staff to charge Mr. Kuykendall \$250 and put the remnants of the sailboat for sale. There being no second, the motion died.</p>

Ms. Kassel made a MOTION to obtain an estimate on the value of the sailboat at the time of the incident and request that Mr. Kuykendall reimburse the CDD for that amount, with the proceeds from the sale of the boat to be recompensed to Mr. Kuykendall up to the amount of damages paid.

There being no second, the motion died.

Mr. Farnsworth stated I prefer Ms. Kassel's structure in getting rid of it over Mr. Walls's suggestion.

Mr. Berube stated you are going to spend money to get someone down here to give a value on the boat.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor except Mr. Farnsworth, approval was given to dispose of the sailboat in its current condition.

Mr. LeMenager asked what do we do about Mr. Kuykendall?

Ms. Kassel responded we do a lot of business with Advanced Marine. We could have them take a look at the sailboat and give an opinion of what the value would have been before the accident.

Mr. van der Snel stated the sailboat is disassembled. We removed the mast and all riggings and parts.

Ms. Kassel stated that is fine.

Mr. van der Snel stated the parts are in a pod.

Ms. Kassel stated we do a lot of business with him. Do you think he would be willing to come and take a look and estimate the value?

Mr. van der Snel responded he will come, but he will charge us \$150.

Mr. LeMenager stated in my opinion, it was an act of God.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor except Ms. Kassel and Mr. Farnsworth, approval was given to not seek recompense from Mr. Kuykendall for damages to the sailboat.

Mr. Berube stated the boat will be disposed of, and we will allow Mr. Kuykendall to be off the hook.

Mr. van der Snel stated usually we have a monthly report. At a request from Phil, I included a Facebook report. There are a couple of items that were addressed on Facebook.

Mr. LeMenager stated I thought it was very good.

Mr. van der Snel stated Facebook works for me because I can respond quickly. People message and call me, and we try to solve issues as soon as possible, and we do. The Facebook report says that a resident had a concern about cigarette butts at the dog park. No smoking is allowed in the dog park, and we placed an ash tray outside so people can dispose of their cigarette butts before they come in. That was a good option and resolved that issue.

Mr. LeMenager asked we actually have a power washing schedule? My wife commented that we have a lot of black sidewalks. A lot of sidewalks in the parks are getting nasty looking. Do we have a plan?

Mr. van der Snel responded we do not have a schedule for power washing the sidewalks at this point.

Ms. Kassel stated we used to.

Mr. Berube stated the power washing of sidewalks used to be driven because the manager in charge of field staff worked for the developer. They typically washed the sidewalks that were in prime areas, like the major roadways and Town Square.

Mr. LeMenager stated we have the equipment, and we own it.

Mr. Berube stated yes, we do.

Mr. LeMenager stated maybe it would be a good idea to have a power washing schedule.

Mr. Berube asked once we start that, how do you make a decision about whose sidewalk gets power washed and whose does not?

Mr. Walls stated Mr. LeMenager is talking primarily about the sidewalks in the parks.

Mr. LeMenager stated yes, I am talking about mainly the parks, not the streets. In the small park behind my house, the sidewalk is black.

Mr. Walls stated that needs to happen.

Mr. LeMenager stated the streets are a different issue. We spend a lot of time talking about plants and making things look good, but if you walk into a park and the sidewalk is black or moldy, that is a big negative. Please address that.

Mr. van der Snel stated I will definitely make up a schedule because I agree. We are working on grinding the sidewalks, which is ongoing and going well. Once that is done, we can assign a staff member to do power washing.

Ms. Greenwald stated oftentimes I asked about inside streets. I am not talking about Five Oaks, Cat Brier or Schoolhouse. We already established that the grass area between the sidewalks and the curb is CDD property. Who is responsible for pressure washing those sidewalks?

Mr. Berube responded the home owner is responsible for pressure washing the sidewalk in front of his home. The maintenance for lifted or broken sidewalks is the responsibility of the CDD.

Ms. Greenwald asked what about the cleaning of the sidewalks?

Mr. Berube responded the home owner.

Ms. Kassel asked regarding bullet point four in your Facebook report, why would a staff member clean dog waste from a sidewalk in front of someone's house?

Mr. van der Snel responded that was on his own initiative. He saw it. No one asked him to do it. He was concerned about people walking through it, and he cleaned it up.

Ms. Kassel stated I seem to recall the conversation on Facebook where the residents who had the situation complained on Facebook and requested that someone from the CDD address it.

Mr. van der Snel stated that is incorrect. The staff member saw it, and it was a coincidence. He saw it and took it upon himself to clean it up. If he would have been asked to do it, it would have been at his own discretion. I advised him to make the right choice. If I see a full doggie pot bag on the street, I pick it up. I instruct staff members if they see trash to pick it up. That is pretty much what the golden rule is. However, if there is dog waste on the sidewalk and he decides at his own discretion to clean it up, I encourage that. I think that is a very positive thing so no one else steps in it. However, they are not instructed to look on the sidewalks and clean it up. It is their choice.

Ms. Kassel stated or to have residents request we clean up their sidewalk.

Mr. Berube stated that can get out of control quickly.

Mr. van der Snel stated if it is a demand of a resident, they are instructed to call me.

Mr. LeMenager stated I am not sure if this is a field manager issue or a Supervisor request. We seem to have on our easements on some of the boulevards these five-foot-tall orange-white posts from Century Link. Why are they there?

Mr. Berube responded there are fiber optics under those sidewalks, and those posts are there to remind people to look before digging, such as for irrigation repairs or planting a tree. You are supposed to look 100 feet in either direction before you cut their very expensive fiber optic cable.

Ms. Kassel stated they have an easement.

Mr. LeMenager asked is there anything that we can do about that or ask for smaller posts?

Mr. Holt responded you can ask Century Link to move it.

Mr. LeMenager stated we have had BrightHouse here forever, and they do not have big, ugly posts sticking up. Why does Century Link get a competitive advantage over BrightHouse? They both have lots of expensive wires underground.

Mr. Berube stated I doubt that they are going to make any difference. Are you suggesting that those posts disappear?

Mr. LeMenager responded it is my suggestion that they disappear or we find out what the legal basis is for them putting it there.

Mr. Holt stated it depends on the language in their easement.

Mr. LeMenager asked who would they have gotten the easement from?

Mr. Holt responded I was just informed that they have an easement.

Mr. Moyer stated on those plats, I am sure that they have reserved a utility easement.

Mr. LeMenager stated we spend all of our time making Harmony look nice, and these guys from Century Link think that they can come and put in these posts. We spend all of our time talking about signs and we want the boulevards to look nice, but suddenly we have all of these five-foot poles. Why can it not be a one-foot pole?

Mr. Berube responded if it is your wish that they disappear, we can take that under advisement.

Mr. LeMenager stated it is certainly my wish that they disappear.

Mr. Holt stated you can speak with them and see what they would do. Maybe they can put in two-foot poles.

Mr. Berube stated I have seen those poles around the last subdivision I lived in, and the same thing happened. They were only about 18 inches high. Whether it is 18 inches or four feet, it is still sticking something out of the ground. Surprisingly, one day they were all gone.

Ms. Kassel stated I believe that there are three poles on Cat Brier. I know one disappeared in front of one particular house.

Mr. Berube stated some are getting pulled out of the ground.

Mr. LeMenager stated we would never suggest to anybody that they go out in front of their house and pull out one of these ugly-looking poles.

Mr. Berube stated we get your idea.

Ms. Kassel stated things happen.

Mr. Berube stated since this is Mr. van der Snel's report, we should discuss the subject of our credit card ability and streamlining access card applications. In the last five months, how many access cards have you issued?

Mr. van der Snel responded I was just looking into that. Since I started in September, I believe that there have been 180.

Mr. Berube stated the access card issuance is going up and up. We have this convoluted system now of people having to get their picture taken and send paperwork over to Ms. Rosemary Tschinkel. She does some processing. We talked about this before, and this is a policy decision. Mr. van der Snel gets all of the emails from Ms. Tschinkel, and he looks at the paperwork to make sure that all of it is in compliance. Then he issues the access card. From talking with Mr. van der Snel, he believes that he can do all of this paperwork locally, saving all of the transactions at Celebration, keeping people from having to email back and forth, and making Ms. Tschinkel do the work. The only question comes down to payment, which we discussed before. There is a new program called Square, which is a payment processing system that works over a smart phone. We do not have to make this decision tonight. Are you in agreement, Mr. van der Snel, that you can handle this?

Mr. van der Snel responded yes.

Mr. Berube stated it takes a lot of time with many convoluted steps. If someone gave him the paperwork, he does not have to go back and forth with Ms. Tschinkel. He can do it all here locally and probably get access cards issued instantly in a lot of cases.

Mr. van der Snel stated Ms. Catherine Bordes from the information center has worked with Ms. Tschinkel because people are coming to her and asking questions about the access card.

Mr. LeMenager asked would they have to go over to your office?

Mr. van der Snel responded they could. Ms. Bordes has been working with the CDD and helping us out.

Mr. LeMenager stated I understand, but we also understand how things that the developer gives us for free can disappear at any moment.

Mr. van der Snel stated the office is public.

Mr. LeMenager stated here is a suggestion for you. Why not say you will issue cards every Friday at 3:00 p.m. from your office?

Mr. Berube responded we would need a rule to govern that change

Mr. LeMenager stated you can do something like that and make sure that you are in the office at that time. That would be nice and easy, and then we can finally get away from our dependence on people having to deal with Celebration.

Mr. Berube stated it is a matter of streamlining the process. The problem has gone down a lot lately, largely because he is issuing the cards as soon as the paperwork is done. We can do the payment collection one of two ways. We need access to the CDD checking account through Severn Trent, because with Square, you slide the card, Square takes 2.75% off the top, and then deposits that money into our bank account.

Ms. Kassel asked would we have a separate account for that?

Mr. Moyer responded yes.

Mr. Berube stated we can also offer PayPal payments for people who want to pay by PayPal. We would need a separate account. PayPal can be a direct deposit into the account. Both of them offer the same fees from 2.75% to 4%. We are not talking about a huge amount of money. People have been yelling for a long time. We would like to simplify it. The rate of card issuance is going up. I like the idea of simplification. If the Board is of the mind to do this, we can investigate with Mr. Moyer's office and figure out how to handle the logistics and make it easier.

Mr. LeMenager stated I am in favor of it.

Mr. Farnsworth stated there is some discretionary power that we granted to Mr. Moyer regarding issuance. Does that now transfer to Mr. van der Snel?

Mr. Walls responded Mr. van der Snel is an employee.

Mr. Berube stated Mr. van der Snel works for Mr. Moyer. He does not work for us. Probably 95% of the applications are clean, and there is no question. The other 4% or 5% that would be questioned, Mr. van der Snel would refer back to Mr. Moyer. The discretionary responsibility would still stay with Mr. Moyer. It is just a matter of localizing it and setting up some type of system. The whole field services department is working well and people are not complaining. This is just one more step toward making the process simple for residents.

Mr. Farnsworth stated I just did not want to burden him.

Mr. Berube stated we will look at the entire package and talk to Mr. Moyer and figure out how we can set up this account.

Mr. LeMenager stated that would be a great idea.

Mr. Berube stated we could also do boat deposits the same way locally because people can swipe their Square card for their deposit. When they are done, you can unswipe it and send them a receipt by email.

Mr. Walls stated we are getting rid of boat deposits.

Mr. Berube stated any other access fees can be done locally rather than having to go over to Celebration. That is just an inconvenience to people.

Mr. Moyer stated I agree.

Mr. Berube stated it is 2015 and time to step up. Square is a great deal.

Mr. LeMenager stated it is a great idea.

Mr. Berube stated I would like to discuss the street light payoffs and that entire process. I want to see where this goes because it is going to take months and months to set this in place with OUC. We have to think ahead of this.

Ms. Kassel stated I would rather discuss this under Supervisor requests.

Mr. Walls stated we can also put it on the next agenda.

Mr. LeMenager stated we can discuss it under Supervisor requests.

Mr. Moyer asked did you discuss the boat reservation system last night? There is a little bit conflict, and I do not know if you addressed what happens when you do not have a reservation.

Ms. Kassel stated we discussed it.

Mr. Berube stated the issue was instant availability.

Mr. Moyer asked is everyone on board?

Mr. Berube responded yes.

Mr. LeMenager stated we did not change anything because we could not take any action at the workshop last night.

Mr. Moyer stated I understand.

Mr. Berube stated we addressed it. If a boat is available, someone can take it out.

Mr. LeMenager stated we have not addressed it. We talked about it.

Ms. Kassel stated because we are still going through the rule change process, we have to keep the \$250 deposit and 24-hour advanced reservation until we change the rules.

Mr. LeMenager stated the 24-hour advanced reservation is not in the rules.

Mr. Berube stated it is part of the reservation system.

Mr. Moyer stated that is correct. For a long time, we did do that. If a boat was available, we let people do that, which is why I am bringing this forward and asking how you want to handle it. Obviously, it was an issue recently.

Mr. Walls stated for the online reservation system, we used the 24-hour rule. Anything less than 24 hours, the person can call and request a boat. It is at your discretion if it is available, based on other reservations. We need to have a paper form that they sign when they take the boat out so there is a record, and hopefully we still have some available. The limit for the boat is three hours. It used to be four hours. It is hard to go out and fish, given the transport time, and be back within three hours. I think we need to set that back to four hours. I do not think that would negatively impact how many reservations you can make in a day. You can only get so many with the battery charges anyway. Those two changes would be my recommendation.

Mr. Berube stated we already discussed last night the discretionary power for the boats. We gave him that last night.

Mr. LeMenager stated no, we did not take any action last night.

Ms. Kassel stated that is not exactly true. It is a policy.

Mr. Berube stated the 24-hour reservation is not a rule. It was a policy, and we decided to change it last night.

Mr. LeMenager stated we still cannot change policies at a workshop. We can only do so at this meeting.

Ms. Kassel stated we talked about giving Mr. van der Snel discretion, but maybe there should be some criteria.

Mr. LeMenager asked was this a written policy ?

Mr. Berube responded no, it is only because of the reservation system.

Mr. LeMenager stated the policy is written to the extent that it is some place in the minutes.

Mr. Berube stated no, it became a policy because he did not want to deviate from the reservation system.

Mr. LeMenager stated maybe we should have a written policy.

Mr. Berube stated as a matter of fact, the website says we will try to accommodate you if a boat is available, and that is why this came up. We have no written policy that says you have to stick with the reservation system.

Mr. LeMenager stated no wonder the resident was angry.

Mr. Berube stated he wanted to stay with the policy, which was right. The policy says if you do not make your reservation 24 hours in advance, you are not getting a boat. However, we have conflicting information on the website that says if there is a boat available and we can accommodate you, we will.

Mr. Walls stated I think some of these changes happened, and I do not think any of us talked about it.

Mr. Berube stated of course not.

Mr. Walls stated that is the issue. The three-hour limit was changed, and we never talked about it here. I just want to make sure that when we start messing with these policies, that we have a discussion so everyone is aware.

Mr. Moyer stated I suspect that some of that came about with the reservation system. When we implemented the online reservation system, I think people were making decisions that the Board probably did not even know about.

Mr. Walls stated since the reservation system was implemented, things have changed since then. As far as timing and availability, it evolved on its own.

Mr. LeMenager stated to the residents in the room who are trying to interject, Mr. Berube is not being rude, but the audience actually has no voice in this meeting. He is very polite sometimes, and we try to be very accommodating. The public does not have a

voice at a governmental meeting, other than the comment section at the beginning of the meeting.

Mr. Berube stated the thing that changed with the reservation system is that the field staff manager decided to live with the precedent that the reservation system sets, which is if you do not a reservation made 24 hours in advance, you are not going to get a boat. That was not the policy before under previous management because that was within their discretionary ability. If the lake was safe, if the persons were verified as having the deposit on file and taken boat class, if the boat was available and was not going to cause a conflict, they let boats out. What changed was the person making the decisions. In my opinion, he made the right decision because the way he read it, we gave him the reservation system, and the reservation system locks you out if it is less than 24 hours.

Mr. Moyer stated I am not being critical. I just wanted to have the Board address something that was obviously a contentious issue.

Mr. Berube stated I understand. We used to let boats out routinely without a reservation, if all other conditions were met. He decided to stick with the policy and rightly so.

Mr. Moyer stated right.

Mr. Berube stated all we have to do is recognize it. We told Mr. van der Snel clearly last night that he has discretionary authority to let people have a boat, if all other conditions are met.

Mr. LeMenager stated we are telling him tonight.

Mr. Walls stated so Mr. van der Snel has the discretion to have people sign the form and take out a boat within 24 hours.

Mr. Berube stated yes.

Mr. Walls stated the other thing that we talked about last night was the ability for people to make multiple reservations at one time on the system. I think we need to cut that back to having one active reservation on the system at a time. When that reservation is done with, you can make another one. I just want to avoid people stacking reservations for every Saturday or something like that. I am sure that the system has the ability to do that.

Mr. van der Snel stated it puts them on a waiting list. A resident wanted to rent the bass boat for an entire day, and I told him that he could not do that because the batteries

will not last that long. We purchased four new batteries and are dividing them among the boats. If you have too little time in between someone taking out the boat for four hours or sometimes longer, and if the next reservation is an hour later, the batteries will be drained. They need at least 2.5 hours to recharge. If the first reservation for the 16-foot pontoon starts at 7:30 a.m. until 11:30 a.m., and the next reservation comes in for 12:30 p.m. or 1:00 p.m., the batteries will not have the three- or four-hour power that they need.

Mr. Farnsworth stated almost all electric hand-powered tools are battery operated. You have one of them and you are using it heavily. You have a spare battery pack on a charger. As soon as that one runs out, you swap it and keep on going. Why do we not have a spare battery pack for the boats?

Mr. LeMenager responded because it would be very big and weigh 100 pounds.

Mr. Berube stated each battery is 60 pounds each easily. Each boat has four batteries, two cables, a couple grounds, and some straps that are mounted in a waterproof plastic box. The change of the four batteries would require significant labor, and it would probably take as long as it would take to charge them. Mr. Walls is saying he does not want to let people have this Saturday, next Saturday, and the Saturday after that. He wants them to have one reservation in the system and be blocked. Can we accomplish that?

Mr. van der Snel stated I will ask Mr. Mark Catanese.

Mr. Walls responded right now, you can have four at one time. We should knock that down to one. We are getting more and more people who are using the boats. It does not stop you from using the boat next Saturday.

Mr. LeMenager stated you are a heavy boat user. Has this impacted you?

Mr. Walls responded if you go right now, the weekends are packed and you cannot get in. We went eight or nine years on the four-hour window. Because of the time it takes to traverse the boat across the lake, three hours is pretty short. You have an hour of driving if you go across the lake.

Mr. LeMenager stated I understand. Maybe the four hours should be seasonal when the boats are open until 8:00 p.m. and the sun is out longer, but not in December, when you have a short day.

Mr. Berube stated let us change it to one reservation at a time and see how that works. If we get a lot of reaction or negative reaction, we can change it to two, three, or four reservations.

Ms. Kassel stated I like two reservations.

Mr. LeMenager stated I do, too.

Mr. Walls asked what is the benefit of allowing two reservations per person?

Mr. LeMenager responded it is four reservations now. We do not want to shock everyone.

Ms. Kassel made a MOTION to allow two active reservations per person for the boats.
Mr. LeMenager seconded the motion.

Mr. Walls stated I do not see where the benefit is to the community as a whole. I am still stacking two reservations. If I want this Saturday and next Saturday, that is precluding other people from being able to use the boat next Saturday. I do not understand that.

Mr. Berube stated it is democracy at work.

Upon VOICE VOTE, with all in favor except Mr. Berube and Mr. Walls, approval was given to allow two active reservations per person for the boats.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. January 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 70% of our non-ad valorem assessments through January 31, as compared to 68% last year. The variance does not mean much. On the expenditure side, we are under budget by \$72,370.

Mr. LeMenager stated we have \$2,000,000 worth of street lights to pay for, so always remember that.

B. Invoice Approval #178, 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 these zero-waste dog roll bags are different than the ones Mr. van der Snel and I discussed. We discussed how the newer bags were not as good. You demonstrated that they were not as good. I was wondering if the zero-waste bags are the same or different.

Mr. van der Snel responded I believe that they are different. I tested them again, and out of one roll, ten had no flaws at all. These are \$25 cheaper per box than the other ones and are biodegradable.

Ms. Kassel stated the other ones were biodegradable.

Mr. van der Snel stated I am still ordering them, but I can order the doggie pot ones. Those are \$180 per box, and these are \$153 per box.

Mr. Berube stated to be clear, there was a batch of bags that came with one of the doggie stations. Everyone was in agreement that they were terrible. The seams were broken.

Ms. Kassel stated that was different. These were bags that Mr. van der Snel and I discussed when we did a drive-around and we discussed various things. Frequently, the bags do not rip properly. When you put your hand in them, sometimes there is no seam. There are just problems with them. Some residents have complained. Mr. van der Snel and I talked about these, and I saw these zero-waste bags. I did not know if they were different than the ones that we had discussed or were the same.

Mr. van der Snel stated I think they are the same, but I can purchase the doggie pot ones.

Mr. Berube stated the zero-waste bags are the black ones. The doggie pot ones were dark green. I have a roll of each. I have them in my garage and take them when I take my dog out. I have used half of the roll of the black, zero-waste bags and have not found a problem yet. I agree that there were problems with an earlier batch and some of the ones that came with the new doggie pot stations.

Ms. Kassel stated we have these and will see how they work.

Mr. Farnsworth stated the tear off problem continues. The perforation is lousy. You try to tear them, and sometimes the bag will split down the middle. The problem never existed with the blue ones.

Mr. LeMenager stated it sounds like they are cheaper, and more of them get thrown away and not used.

Mr. van der Snel stated they have been no problem for me.

Mr. Berube stated there is a fairly significant cost savings. I do not know if the waste negates that.

Mr. Farnsworth stated I cannot claim that. I just know that they are annoying.

Ms. Kassel stated we can put it out on Facebook to see if anyone wants to comment on them. The other question I have is about the Home Depot receipt for \$2,959.59, another one for \$2,500, and a MasterCard purchase for \$459.59. What was that for?

Mr. van der Snel responded there is a limit on the credit card of \$2,500. This was for the bathrooms. The total bill was originally \$3,450 and I received a \$450 discount for the tiling. Because I had that limit of \$2,500 on the credit card, I used the debit card to pay the remaining amount, which has a limit of \$500.

Mr. LeMenager stated you were maxed out.

Mr. van der Snel stated yes, I was that day.

Ms. Kassel stated there were two bills for Florida Resource Management for about \$5,000 each minus the health insurance. What confuses me is that we have Mr. van der Snel and three other staff members. Why were there two bills?

Mr. Berube responded because you have two pay periods each month. You pay by pay period. It is a two-week period.

Ms. Kassel stated there is a bill from PCD for a final permitting package of site plans. What is that for?

Mr. Berube responded that is the shade structure at Ashley Park that was donated to us by the developer. We had to have architectural drawings, engineering drawings, permitting at the County, and contractor fees.

Ms. Kassel asked why was that not labeled as to what it was? Usually things are marked as to what line item they fall under. This was not.

Mr. Berube stated it was either parks or pools.

Mr. Walls stated it was under pools according to the email in front of the invoice.

Mr. Berube stated PCD is owned by Mr. Juan Moctezuma, who is a resident. He agreed to help us out getting this done. That donated shade structure ended up being a fairly expensive endeavor because the developer did not keep any of the original drawings or documents.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the invoices and check register, as presented.

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. Consideration of Resolution 2015-03 Designating a Records Management Liaison Officer

Mr. Moyer stated there is a resolution that was included in your agenda package on public records retention. The Division of Archives of the State of Florida has an 88-page Statute that tells governments how long they are required to retain certain documents. Some are as short as three years, and some are forever. The recording secretaries and file clerks at Severn Trent brought this forward and asked if they could put it on the agenda. I said that I would do that. I am not an advocate of destroying public records. What that means to the Board is that you probably pay \$40 or \$50 to have your records stored in a storage facility called Iron Mountain because they are not kept onsite. Even for that, I think that it is worthwhile to keep the documents of the District, because as we are all aware, sometimes we have to go back and look at some of it.

Ms. Kassel asked are we talking per month or per year?

Mr. Moyer responded I think it is per month.

Mr. Farnsworth stated now we are at 10 years or more.

Mr. Berube asked where are our records now?

Mr. Moyer responded we comply.

Mr. Berube asked how are we paying them? We have never seen an invoice for this.

Mr. Moyer responded I think the reason that we brought this forward is you are going to start seeing that.

Mr. Berube stated Severn Trent is going to break it out of the bill and charge us for it.

Mr. Moyer stated that is right.

Mr. LeMenager stated it has been included in the past, and now it will be itemized.

Mr. Moyer stated that is what I suspect.

Mr. Farnsworth asked how much of our records are now being placed into electronic form?

Mr. Moyer responded all of them now.

Mr. Farnsworth stated so we are talking about things that occurred in the past.

Mr. Moyer stated that is right. When this system was built, we had requisitions, which were from the contractor who had a quarter-inch of backup materials. Those are the types of things that are in there. There are bond documents and old resolutions of the Board going back to the year 2000. Anything we are doing now is done electronically.

Mr. Farnsworth stated we are keeping that on a quasi-permanent basis.

Mr. Moyer stated that is right. I think it is a recognition that there are costs that are incurred that need to be properly paid for by the District.

Mr. Farnsworth stated even with the electronic form, there are some costs incurred.

Mr. Moyer stated they have not brought that forward.

Mr. Berube asked where are the electronic records stored?

Mr. Moyer responded in Coral Springs.

Mr. Berube asked on their server?

Mr. Moyer responded yes.

Mr. Berube stated they are asking us to consider this resolution. Mr. Moyer is indicating that at some point, there is going to be a fee for this.

Mr. Moyer stated yes.

Mr. Berube stated at this point, Severn Trent wants us to accept the resolution. By doing that, we agree to a fee that we do not know what it is going to be. It could be \$500.

Mr. Moyer stated no. They provided that to me and the amount is pretty diminimus. I can get that information for you. There is no urgency for the Board to act on this. I would prefer this not even come before the Board.

Mr. Berube stated we agree with the concept. We believe that there is going to be a shifting of costs. I would like to know what they anticipate the cost is going to be.

Mr. Moyer stated I will get that for you.

Mr. Berube stated when they shift the cost to record storage, they need to remove that from our monthly bill.

Mr. Moyer asked what do you mean?

Mr. Berube stated you say that it is included in the \$4,665 that we are paying every month. If they are going to charge us \$50 for records, take \$50 off the management fee.

Mr. Moyer stated that is fair.

Mr. Berube stated we have not given them an increase in many years. I would just like to know what we are agreeing to and what they anticipate the costs being.

Mr. Moyer stated there is no hurry to adopt this. I will find out and bring it back to you.

F. Consideration of Use Application from the Harmony Community School for the Kindergarten Learn-to-Swim Event at the Swim Club

Mr. Moyer reviewed the use application from the Harmony Community School for the kindergarten Learn-to-Swim Event at the Swim Club.

G. Consideration of Use Application from the American Cancer Society for a Relay-for-Life Event

Mr. Moyer reviewed the use application from the American Cancer Society for a relay-for-life event.

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

H. Rules

Mr. LeMenager stated the agenda package from last night's workshop was supposed to include a full set of the rules. There was some question as to some of the amendments to Chapter 1. Almost everything has wording at the bottom saying exactly when the resolution was adopted.

Mr. Berube stated it was a draft.

Mr. LeMenager stated it was amendment 4 about animals. I am sure that Mr. Qualls is going to get back to you on this, but I wanted to highlight it. We were sitting there discussing it, and Mr. Qualls said that he did not see a reference that the Board had ever actually adopted it. There is some question on the agenda package we received last night as to whether or not those sections of Chapter 1 were actually ever approved by a previous Board.

Mr. Berube stated the reality is that every single document that we have out there is not signed or counter signed. This particular one was a draft. There were no signature lines at all, and yet we have them out there as our rules.

Mr. Moyer stated I am assuming Chapter 1 is the rules of procedure.

Mr. LeMenager stated yes, but there are several amendments that have taken place over time. Last year, we focused on Chapter 4, and this year we are taking a closer look at Chapter 1 and seeing that there are a lot of items that were not done and deciding if we should keep them. We got into the discussion if this is actually in the rules of procedure. Where did it come from?

Mr. Moyer responded if it dealt with meetings and ethics and things of that nature, then it would have been done when the District was originally established.

Mr. LeMenager stated it is the amendments that came after the fact. We have Chapter 1, which has boilerplate language. At a meeting of this body in 2000, they started adding amendments, and amendments were added fairly regularly. It is unclear whether amendment 4 was actually ever adopted. It is in the package, but there is no reference on the document. In fact, it says "draft."

Mr. Berube stated if you look at the rules package and all the amendments on the website, none of them are signed and yet we have all of them out there as being the force of law.

Mr. LeMenager stated if it is not signed, they have a note indicating when this Board adopted them.

Ms. Kassel stated it is in regard to the HOA and the CDD meeting once a year in reference to companion animal, habitat, and wildlife policies.

Mr. LeMenager stated the question is if amendment 4 was ever adopted.

Mr. Moyer stated we will take a look at it.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Mr. Berube stated last month, there was discussion about the payoff on the street lights. We have set up a sinking fund, which we have already used in the last year or two to balance our budget. The real theory on the street light payoff is, the best value comes from buying out contracts 1 and 2, which require a sum total of \$500,000. If we put the entire \$180,000 from savings on the bond reissue into that sinking fund, it will take us three years to get there. In the meantime, we will continue to pay these high dollars.

Mr. LeMenager stated we have been very prudent and built up over \$1,000,000 in cash. We specifically earmarked items for certain reserves. We have a situation now where we are spending about \$200,000. We either let it sit there and earn .05%, or we pay down the hidden mortgage at 10.5%. The sooner we do it, the sooner we get our paybacks. Mr. Brock Nicholas did a great job. He got us the refinancing, lowered the rate dramatically on the 2000 bonds, and saved us \$175,000. We said that we are not going to lower everybody's operation and maintenance assessment but we are going to try to keep everything level so we can use that money to start paying things down. To me, at that same time, the discussion was also that we have been very prudent and have saved a lot of money for a rainy day.

Mr. Berube stated the rainy day is here.

Mr. LeMenager stated we discovered this. It came as a surprise to all of us. Let us start paying off one or two of those because as soon as you pay it off, our monthly street light bill goes down dramatically.

Mr. Berube stated exactly right. The reason why I brought it up is because Mr. LeMenager mentioned it. I know we talked about it. Then I thought that we just decided to put the \$180,000 in the budget into the sinking fund and wait until we get the money. I brought it back up again tonight because you mentioned it and also this is going to take awhile because the OUC manager has changed. He is going to get on board and work with his people to redo all of those calculations, which is no big deal because they are on spreadsheets. Having dealt with them already, it is going to take them three or four months to do that.

Mr. LeMenager stated we should actually pick one and pay it off. You are right; it could take two or three months until it is finally done. No matter when we make the decision, it is two or three months, and that is two or three months at 10.5% interest.

Mr. Berube stated once we pay it off, our OUC bill drops dramatically every month. You are starting to pay yourself back.

Mr. LeMenager stated correct.

Mr. Berube stated it is a 10.5% or 10.25% gain. That is what I am looking for. I am looking for direction from the Board on which one you want to pay off first and the best one to pay off, which is the first one or two contracts.

Mr. LeMenager stated that was Mr. Nicholas's conclusion back then.

Mr. Berube stated that is correct. It is a little less now, but let us say it is \$500,000 to do it; we would have to write a check for \$500,000 and get that done. That is the question to the Board tonight. Are we in agreement to pull money from reserves and make this happen? Mr. Moyer has been involved in this for a long time. Are we thinking the right way?

Mr. Moyer responded again, I think we need to look at the reserves. It is a little confusing when you look at the financials now because we have fiscal year revenues coming in and have expenditures. We are \$72,000 under budget. The balance of that is allocated to future expenditures in this fiscal year. The real numbers are in the opening fund balance in the September budget. That is the actual dollars available for you to play with in that regard. We do need to set aside some funds for operating reserves to carry us through October, November, and early December.

Mr. LeMenager stated yes, but that is understated right now.

Mr. Moyer stated then the rest of it is available.

Ms. Kassel stated between the street light number for reserves and the unassigned, that is about \$358,000. We still need \$130,000 or \$140,000.

Mr. Berube stated we do not have that much.

Mr. LeMenager stated you can take that out of first-quarter operating reserves. Remember, the first quarter is something we set aside so there is a bookmark that says when the developer finally quits paying monthly, we have to remember that this body has to operate for three months with no income.

Ms. Kassel asked what is the monthly expense we are going to save by paying this down?

Mr. Walls responded we need a bigger analysis than what we have to make this kind of decision.

Mr. LeMenager stated we are not making the decision.

Mr. Walls stated it is not even worth talking about until we can get the numbers.

Mr. Berube asked what is the investment charge this month under street lighting?

Ms. Kassel responded for leased street lights, the amount is \$296,000.

Mr. Berube stated that first one takes off 10% or a little more, which saves us \$30,000. It is a rough number because the analysis is wrong.

Mr. Walls stated it takes off that much because it is bigger. On a percentage basis, with all things being equal and the financing charges being equal, it does not matter. You pay off what you can and save that amount.

Mr. Berube stated we cannot pay off some of them because you have to wait until you get past 10 years.

Mr. Walls stated on the bigger one, you are going to save more.

Mr. LeMenager stated the oldest ones are where you save the most money.

Mr. Berube stated the biggest one is the oldest one, and they go down from there. Once we make that step of paying off the biggest and oldest one, then it becomes easier after the fact because you are paying yourself back. None of the remaining contracts are that big to pay them off. We need to do an analysis, contemplating that we will spend \$500,000 and see if we can do this comfortably.

Mr. Walls stated I do not know that you need to set a number. We just need to know what the outstanding contracts are.

Mr. LeMenager stated we need an update to Mr. Nicholas's spreadsheet.

Mr. Walls stated we need to go back and look at how much we are comfortable spending. I do not want to set a number right now.

Mr. LeMenager stated my point last month was that we need to start doing this. This is not something that we want to wait three years to start doing. Let us do it now. If we pay off \$30,000, we just saved \$2,500 a month.

Mr. Berube stated it is actually more than \$30,000. I am being conservative.

Mr. LeMenager stated that is \$2,500 per month. We are sitting here throughout the course of the meeting talking about things that cost \$18,000 per year or things like that. We have something right here where we can take this action and save \$30,000.

Mr. Berube stated if we get on with this, we save \$1,000,000.

Mr. LeMenager stated that is the idea. The longer we wait, the less we save.

Mr. Berube stated we talked about this for 15 minutes and we put it off for another month.

Mr. Walls stated we do not have the data.

Mr. Berube stated I understand that. I wanted to get the conversation going again.

Mr. LeMenager stated I guess your question is, if we have the data in front of us and it makes sense, is everyone comfortable with it.

Mr. Berube stated more or less, and can we do it financially

Ms. Kassel stated it depends on how much money we are talking about.

Mr. Berube stated that is why I wanted to know if we could spend \$500,000 if we want to. That is still the target.

Mr. Moyer stated I am not in a position to tell you that. I suspect not. My gut feeling at this point would be to say you cannot do that.

Mr. Berube stated okay. That is why we need the analysis.

Mr. Moyer stated we will take a look at it.

Mr. Berube stated when I last looked at it, which was the third quarter of last year, it was not \$500,000. It was about \$460,000. It goes down every single month. Every month we pay, that number comes down. If you ask for an analysis today and you wait until October to do it, the number is going to be lower. The good news is that it is going down. The bad news is that we are paying 10.5% interest to keep it coming down. By the time we make a decision, we will be at the end of the first four or five contracts and we will have overspent \$500,000 because we could not make a decision.

Mr. LeMenager stated it still comes down to the fact that we made the decision to raise the residents' assessments on operations and maintenance so we could pay the street lights down. We owe them to do the duty of actually doing it.

Mr. Berube stated I agree.

Mr. Farnsworth asked when will we be addressing in more complete form the rules that were discussed last night?

Mr. Berube responded next month.

Mr. Farnsworth asked will there be another workshop or will it be during the meeting?

Mr. Berube responded the last time, we discussed it during regular meetings as we continued to clean them up. We can still do that.

Mr. Moyer stated yes.

Mr. Berube stated it would just be an agenda line item.

Mr. Moyer stated yes.

Mr. Walls stated I know Mr. Moyer was going to bring this up for next month, but they worked with us and said we are all set for the meeting next month.

Mr. Moyer stated great. Thank you.

Mr. Walls stated at first, the school was unsure if we could meet here next month because it is during spring break, but they said that they worked it out for us. I received some feedback from residents about these meetings and how long they are. I tend to agree with them. I am here for the duration because I chose to do this. There is one way that we can speed these meetings up, and I do not know if other CDDs use a consent agenda.

Mr. Moyer stated yes, there is not usually much on the consent agenda. I can put invoices and some of the reports on a consent agenda.

Mr. Walls stated if you are not familiar with a consent agenda, you can combine several things into one item on the agenda.

Mr. Berube stated the routine items.

Mr. Walls stated it would be incumbent upon us to get questions answered before the meeting. If we cannot get an answer before the meeting, you can always pull it out for discussion. That might help speed things along. We talk a lot about operational issues. I think a lot of these issues can be covered outside of the meeting. It is good that we offer our opinions on some of these items. We get into some serious detail, such as picking up dog waste off the sidewalk. Let us handle that outside of the meeting if we can. That would be my preference. That way, residents do not have to sit here for three hours.

Mr. Berube stated we can also be more difficult or more stringent on audience comments during the meeting.

Ms. Kassel stated that is not what takes so much time.

Mr. Walls stated that is just my opinion.

Mr. Berube stated every minute adds up.

Ms. Kassel stated yes, but those are not the majority of the minutes. A comment was made at last night's rules workshop that was offensive to some of the audience members. It was when we were talking about giving Mr. van der Snel discretion with the boats. It was something to the effect of, if Mr. van der Snel did not like the person, he could just tell the person it was too windy to take a boat out. That was offensive to some people who attended the meeting. It was inappropriate. Even though it was said in jest, it was still inappropriate and offensive to some of the people who attended the meeting. We informally gave Mr. van der Snel the discretion to let people take boats out I guess what I am trying to say is that perhaps we need to have some kind of criteria about fairness and consistency. One thing is the professionalism of the Board. Apparently, there was an

altercation. Discord was created with this person who reported to us, and this person looked to the CDD Board. I do not know if anyone else responded. It is this kind of he said/he said situation. We do not really know what happened. It is incumbent upon the CDD to serve the residents. I was not privy to the conversation. I do not know in this particular incident if the resident was irate and not easy to deal with, but it is up to the CDD to be consistent and fair and professional and move beyond what happened. I do not know if you dealt with that.

Mr. Berube stated clearly the concern is targeted at me because I said it, and I will admit to it. No doubt about it. I said it at the time, and it probably was inappropriate. My comment to that is if a resident has a concern with something that I said, then bring it to my attention. I would be more than happy to apologize to them, but to go around in a circle seems equally inappropriate. I receive a lot of emails from people saying they like this or they like that. I respond to every single email. I would be happy to apologize to that person if they come to me directly. I offer my sincere apology. It was intended in jest, but it can be taken the wrong way.

Mr. Farnsworth stated any time you grant someone discretionary authority, there is always the possibility that they are going to abuse it. But if you observe them doing it or if it happens, that is when you address it.

Mr. LeMenager stated I think the thing to remember is, when you are in this meeting, always think to yourself that what you are about to say will be on the permanent public record and should you say it. It does make me stop from time to time.

Mr. Walls stated to Ms. Kassel's point about the boats themselves, I think we need to write down the policies that we said tonight and agreed upon in terms of reservations for the boats. That needs to be out there so everybody is clear on it.

Mr. LeMenager stated yes, so people understand that even though they see a boat, they may not realize that someone has a reservation in three hours and the boat was just brought in, so it is going to take three hours to charge. Otherwise, you are going to get into the situation of a boat being there and the resident wondering why they cannot take it out.

Mr. Walls stated the rules grant the dock master discretion. It is in our rules. He has the final say on whether or not you can take the boat out. We will hear from people if it is being abused. I do not think he would ever do that, but we will hear from people if that

happens. That should probably be in the write-up with all of the other policies on the boats that we talked about. The dock master has the authority or discretion to decide if they can take out the boat or not based on conditions, which is specified in the rules. If we can put something like that together and put it on the website, that would be good.

Mr. LeMenager stated I think we should thank the school for allowing us to meet here and perhaps have better coordination for letting us in.

Ms. Kassel asked how are we going to address the fee schedule? Do you want to do it at the next meeting? That is not part of the rules.

Mr. LeMenager responded someone needs to provide a proposal that we can review. We have seen samples. Let us get a couple of proposals on the table so we have something concrete. When we are sitting here trying to develop something from a blank piece of paper, we do not end up with anything good. You have said that you looked at Orange County and you liked the numbers they had and they have this policy. We copied another CDD when we rewrote Chapter 4. If someone has something out there and it seems like it works well, a little more plagiarism probably would not hurt.

Mr. Berube asked Mr. Moyer, can you put an agenda item for the discussion of fees at next month's meeting?

Mr. Moyer responded certainly.

Mr. Berube stated everyone can bring their thoughts. We looked at Fishhawk Ranch last time.

Mr. LeMenager stated we are not the first people to do this, so we do not need to reinvent the rule.

Mr. Berube stated there are a surprising number of CDD websites out there that have all of their items on there. When you go looking for it, you can find it. Many of them have similar rules, but Fishhawk was the best. I do not remember their policy on fees.

Mr. LeMenager stated if you have something from Orange County, provide us with a proposal.

NINTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, March 26, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager,
with all in favor, the meeting was adjourned at 8:20 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman