

# **MINUTES OF MEETING**

## **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 31, 2016, at 6:00 p.m. at Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp & Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Amber Sambuca	Harmony Development Company
Bob Glantz	Harmony Development Company
Garth Rinard	Davey Commercial Grounds
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**

Mr. Dan Leith stated I am a new resident in Cherry Hill. My first job and house were in Orlando, but once I started working in Melbourne, my wife and I quickly decided on Harmony. It has taken a long time to build our house, but we are thrilled to finally be here. One of the most immediate benefits of living here has been able to walk our daughter to pre-kindergarten at Harmony Community School. This could be a bit of an ordeal with all of the construction crews at work, and I can see this being an issue for several months, as Richmond and Lennar build out the neighborhood. It was good to see that the CDD sidewalk was finally settled last month. My issue is about the other preexisting trails. If you look at any developer map of Harmony, you can see the Lakeshore Trail running completely along the north side of Cherry Hill, along the end of the wetland, until it meets with Pine Needle Path and Butterfly Trail near Dark Sky

Drive. What you may notice is that it is a concrete sidewalk for most of its length, from Buck Lake along Schoolhouse, until it loops around the pond in the northeast corner of Cherry Hill. I am sure that the last thing that this Board wants to hear about is more sidewalks. I am curious if paving the remainder of Lakeshore Trail, which I believe runs entirely on CDD lands, is something that might be considered in the future. My next question is more for the developer but relates closely to completing Lakeshore Trail. On the trails of Harmony map, there is something called Tangerine Trail running out to Buck Lake from the pond in the northwest corner of Cherry Hill. We moved here in early February, and I have been out on foot looking for this trail on numerous occasions. I even looked for the other end of this trail from one of the pontoon boats. I am not an outdoorsman, but I cannot find this trail. The other trails on the map are all wonderful boardwalks through the wetlands, ending with docks with trails and benches overlooking Buck Lake, probably Harmony's single greatest asset and the number-one reason that my family moved to where we did. I understand that the wetland and the lake belong to the developer, and it is up to them to ever build such a facility. I do not know if the developer representative is even going to be here tonight, but I think that this, along with completing Lakeshore Trail, would greatly benefit the future residents of Cherry Hill, as well as those in the Green neighborhood. My request is that the Board consider taking up the issue of making Buck Lake accessible to Harmony's new residents, both internally and in whatever capacity to make themselves available to the developer.

Mr. Farnsworth asked what is the exact issue?

Mr. Berube responded there are two issues. He would like to see Lakeshore Trail concreted. The second one is that he cannot find Tangerine Trail. Ms. Kassel will speak to Tangerine Trail.

Ms. Kassel stated Tangerine Trail is accessible off Butterfly Trail. You walk to Butterfly Trail, and shortly thereafter, you make a right and go over a bridge onto Tangerine Trail.

Mr. Leith stated if you look at a map, there is a trail on both sides of the canal. I have been on the one on the other side. It takes about a half hour or so to go all the way around.

Ms. Kassel stated there is a trail around a pond on the left side of Butterfly Trail. That is not it. There is a trail on the right side of Butterfly Trail, which I believe is Tangerine Trail that goes out to the canal.

Mr. Leith stated I think Pine Needle Path goes across the canal and to the right. Tangerine Trail is the other trail that comes off from the lake behind the neighborhood and goes out.

Ms. Kassel stated I am not sure. It is misleading the way it shows it because there Cherry Hill goes right up to the woods line. Maybe Ms. Sambuca can speak to that now, or do you want to wait until your developer's report?

Ms. Sambuca responded I will look at the trail map. Tangerine Trail may be overgrown. I will have to take a look because I have not been back there in awhile.

Mr. Walls stated it used to wind through the wooded area. It has been several years since I have been back there.

Ms. Kassel asked inside the entrance to Butterfly Trail or are you talking about Cherry Hill?

Mr. Walls responded it used to wind down into the woods, and there were markers, but it has probably been five or six years since I have been back there.

Ms. Leith stated it is a nice place to walk. The other one is coming out from that trail going out to the lake, but that is overgrown.

Mr. Walls stated it is probably overgrown.

Ms. Sambuca stated I can take a look at it and have maintenance go back there. It is possible that it is overgrown. It is probably not used as much as some of the other trails.

Ms. Kassel asked in terms of the backside of Cherry Hill, the margin between that and the lake, is there room for anything? Does the CDD own property there?

Ms. Sambuca responded it is all CDD property back there.

Ms. Kassel stated thank you.

Mr. Berube stated the answer to your first question is that we will investigate the covering over of Tangerine Trail. To tell you the truth, this is the first time that we have had a request for concreting the backside of Cherry Hill to encompass the existing trail. In proximity to that lake, I am sure that there is probably going to be a water use permit. The best that I can tell you right now is that we will look into it. As that area populates, there may be more demand for that. Fair enough?

Mr. Leith responded yes.

Mr. Steven Harnack stated I am here to discuss a decision that the CDD made on January 28, 2016. The motion that was passed was, Mr. Berube made the motion to approve the assessment methodology, as presented by Harmony Development Company for fiscal year 2017 for parcels H-2, F, A-2, and M, as amended. Mr. LeMenager seconded the motion, and the motion carried all in favor. We decided to move to the central Florida area in December 2014. In our search, we looked in all four corners of the Orlando area and finally settled on Harmony and a couple of other communities in the area. When we started to look at Harmony, we discovered the existence of a CDD. We never heard of it before. I was very familiar with HOAs, having served on the Board of two separate HOAs in the past. In my research of the CDD, I contacted Mr. Berube, and he was very gracious enough to help me understand what the CDD is, the fees associated with it, and the responsibilities. We had conversations about the debt that was maintained, the street lights, and several things that were going on. As I was making our decision to move here, based on our conversations, I came here in August in a rental, as I intended to enter into a contract to build a home here, most likely in Cherry Hill or in the section that is now known as H-2 or H-1. I was waiting for when I could align my build with the end of my lease that I had to sign. In November of this year, I received information that a request was made to blend the H-2 and F sections, which is Cherry Hill and the neighborhood up front where Lennar is building feverishly at the western entrance. Section H-2 was originally slated to be 300 townhomes. The plans changed from the original concept to 200 homes. In November, this discussion came before the CDD and was discussed at the meeting. It was the sixth order of business, assessments for sections F and H-2. There was a long conversation about this. There were probably 12 to 15 pages of minutes, some of which were noteworthy that I would like to point out. Mr. Qualls, who is legal counsel said *“The Florida Supreme Court has said there are two requirements to have a valid assessment: the property must receive a special and peculiar benefit from the services provided, and the assessment must be fairly and reasonably apportioned...In order for the District to assess those properties differently for 2016, you will have to go through the process in a publicly noticed meeting to change your assessment methodology. It is very important to establish on the record that this two-pronged test is met: the property must receive a special and peculiar benefit from the*

*service provided, and the assessment must be fairly and reasonably apportioned.”* Mr. LeMenager later said, “... *to add neighborhoods F and H-2 together and make the residents in neighborhood F subsidize the residents in neighborhood H-2, to which I rather vociferously objected. What is being proposed is that we will have a bunch of 50-foot lots that all have CDD assessments around \$3,500. I believe Mr. Qualls used the words ‘fair’ and ‘reasonable’ in his description. There is no way that is fair and reasonable.”* Mr. Farnsworth later stated, “*I am trying to figure out how neighborhoods H-2 and F ever got lumped together since they are so far apart.”* Mr. LeMenager responded, “*For expediency. They are the last two.”* I assume he meant the last two neighborhoods. Mr. Walls later stated, “*People have not bought those homes yet. The people who do will know what those fees are, and they will agree to them when they buy the house.”* Mr. Berube later stated, “*We need to make a decision”* and discussion ensued further. There was no motion made, but there was a roll call opinion. Mr. LeMenager said no, Ms. Kassel stated no, Mr. Farnsworth stated no and Mr. Walls said no but it did not impact him either way. Ms. Kassel stated, “*The reason I am saying no is because it does not sound like there is a reasonable way, with integrity, that we can do this in a way that is fair and equitable. It sounds like we are just jimmying the system to try to appease the builders so that they can try to sell homes that have more reasonable CDD assessments. It does not sound like something, as a CDD Board, that we should be doing.”* Following that meeting, I spoke on the phone with my mother, who is also intending to build a home. We were debating between the different sections: H-2, which had the very high CDD assessment, and section F, which had very high lot premiums. Because of this discussion, we chose section F and entered into a contract in December. We entered into a contract with Richmond on a lot. My mother is building a lot directly next to me on my advice. At the January 28, 2016, meeting, the topic was again presented by the developer in section five, the developer’s report. In this report, they requested that parcels H-2, F, A-2, and M be blended together to equalize the assessments. This would effectively redistribute the high CDD assessment from parcel H-2 onto these other three parcels. Note that while A-2 and M are not in development – they are still dirt – parcel F is developed. Most of those lots are sold to the builders, and a number of home owners have purchased lots and, following this meeting by a couple of weeks, were closing on them. In the presentation from the developer, they also made note that the landowners

were all spoken for. While I agree that is technically true, I think in the spirit this was out of order, since a lot of those lots were under contract to be purchased by unit owners and those contracts were going to come due when homes were built just a few weeks later. This was also presented in a developer's report, which should not have been a report. This should have been an agenda item so that home owners who want to comment on the discussion that was going to ensue would have that opportunity and then after a motion was made and a second was followed. Robert's Rules of Order should have taken place where the conversation was opened up to anybody who wanted to speak. There were a couple of quotes in it. One called it, "Kicking the can down the road" or "Does not meet the fair and reasonableness test." There were also discussions about people agreeing when they purchased, but this again does not meet the fair and reasonableness test. Just because a resident is informed of the assessment does not make it fair and does not make it reasonable. I have since entered into a contract for section F, based on the discussions that happened in November. My mother also entered into a contract for section F, based on discussions that happened in December. We think that this decision that the Board has made is unfair. It takes the calculations for the CDD, which were already in place, and basically reshuffles them to a section where lots were already sold to owners pending closing. Adjusting this methodology to benefit one section over another by reappropriation of the cost from one parcel to another is a reassessment that is not fair and not just. I do not think that this meets the Florida Supreme Court statement when they said that the assessment needs to be fairly and reasonably apportioned. With this vote in the books, I began to understand and to look more into to how the CDD apportions its assessments to various sections. I understand that it takes into account two factors, the first being lot size. That lot size is defined as the frontage of sidewalks, such as 40-foot lots, 50-foot lots, 52-foot lots, and so forth. The second is amenities within the parcel. I started to look into that, and I am going to present you with that.

Mr. LeMenager stated you do understand that audience comments are actually limited to three minutes. We are giving you some nice leeway.

Mr. Harnack stated I do appreciate the leeway. I think this is important. You will find that other home owners are not taking this well. I took the plat and the width. The third column, column C, has the total assessment for the 2016 year. I started to notice as I was going through these that the assessments varied based on the section and the lot

size, so I asked what is the average that a home will pay per foot. If you only look at the function of the home based on its size and forget all of the other things that are calculated in, you will come to an average frontage per frontage of \$49.78 per foot of home frontage. If I normalize those costs over all of the homes, you will see that the delta, the change in the last column, actually changes the number quite a bit. Some of the earlier sections would increase insignificantly, and H-2, of course, would be almost cut in half. Looking at that, I took into account that there are amenities that have to be factored in, so I started to look at the amenities. I am going as quickly as I can. Thank you, Mr. Berube, for your patience. I went through section by section and asked what these amenities come to. Section A-1 is townhomes. Section B has two community parks and also views of the ponds and golf course. Section C has two community parks, along with a green space in one section. Section D has a community park. The Estates has beautiful vistas everywhere. Section G has the large community park, the pond, and possibly a future amenity, which has been discussed as a pool. Section H-1 has a small park and a pond. Section H-2 has a pond, and section F has nothing. If you look at the parcel for section F, you are going to see two ponds, but if I have done my research accurately, those two ponds are platted in with the school. Section F has really nothing to speak of.

Mr. LeMenager asked do you mean aside from the marvelous lake views and the nice easement behind the houses that do not have a lake view and the pretty little park that is going down the middle?

Mr. Harnack responded the gas pipeline is not platted as part of section F. I do not think that the lake is, either, and yes, there are views, but go back to my chart. I knew that you would ask that question, so I went through and said if we are looking at views, almost every section, with the exception of the townhomes, has beautiful vistas and beautiful views, whether they be out the front or out the back.

Mr. Moyer stated just one clarification. What you are missing is that the assessment is not based on amenities. It is a proration of benefit for roads, alleys, and water management ponds.

Mr. Berube stated total space, unusable space.

Mr. LeMenager stated your methodology is actually an interesting study, but my understanding of the methodology is first the parcel and then the parcel is divided down.

Mr. Moyer stated right. Everything is allocated equally on acreage based upon the overall infrastructure.

Mr. LeMenager stated correct.

Mr. Harnack asked are you the manager for the District?

Mr. Moyer responded yes.

Mr. Harnack asked am I to understand that the sections that have alleys that are owned by the CDD and have parks inside would be assessed at a higher rate than those sections that do not have alleys?

Mr. Berube responded perhaps.

Mr. LeMenager stated it depends upon the acreage in each parcel.

Mr. Harnack stated so the formula is based on acreage in the parcel.

Mr. LeMenager stated yes. Keep in mind, we did not dream this up.

Mr. Harnack stated I understand that this was not a creation of this current Board.

Mr. Berube stated this can go on all night, and we have discussed this *ad infinitum* previously. The problem is that we already made the decision in January, and that decision you can read is 15 pages of discussion. There were multiple revisions to the motion, based on the professionals who handle this. The decision that we made in January is going to stand, but that does not mean that we are not listening to you. Do not misunderstand me. Tell us what it is that you want directly.

Mr. Harnack stated I would ask you to reverse this decision, based on the fact of what Mr. Moyer had said about how you apportion the assessments because what you have basically done is you have taken the standard that you used for many years and you have redistributed those assessments. You basically reassessed. If you are going to reassess certain sections, I think that you should reassess the entire community and not just penalize some sections for the benefit of others.

Mr. Berube stated I think we are not reassessing some sections. We are and we are not because we do not know where this is all going to end up until we get to what we do in June, July, and August during budget negotiations and how all of that plays in. I get that, from your viewpoint, you are in F and you are anticipating that your fees are likely to rise as a result of this decision that was made. Is that a pretty fair assumption?

Mr. Harnack responded that is the assumption I got from the minutes, that the fees would rise \$400 or \$500 a year.

Mr. LeMenager stated it was more like \$300.

Mr. Berube stated we do not know because we have not reached finality with that yet. As I told you in my conversation earlier today, we would give you some time to speak tonight. Residents are always welcome to come out and speak and tell us what they think, but we are unprepared at this point. It is fairly short notice to do anything about this; however, I can tell you that we will take it under advisement. We have heard what you said. We appreciate the details. Perhaps it gets put on next month's agenda. I do not know.

Mr. LeMenager stated I like the \$49.78 per foot.

Mr. Berube stated we need further advice. As you can tell from the discussion in January, we take the advice of professionals. We have to analyze this. Mr. Moyer, do you have copies?

Ms. Kassel responded that is why we have a CDD manager who has extensive experience with CDDs and an attorney who advises us.

Mr. Berube stated what we are going to do at this point is to give copies to the manager and attorney and probably the engineer, too, because he is involved in the basic square footage calculations. We will look at the whole thing again and see where it goes from here.

Mr. Harnack stated thank you very much. I hope so, because as he said, it was established as to how you were going to assess. I do not think that reassessing this way would be fair.

Mr. Walls stated let me just say what I think what happened in January. We went back and looked and saw that 11 or 12 years ago, they made this methodology, and they based it on what the plans were to develop at that time. Since then, developer plans have changed, and the number of lots in each of these sections has changed. What we did was reapportioned things based on that change in terms of the methodology of what costs go where. That does not have anything to do with the assessment amount because we already set this year's assessment amount and that is what got charged. Next year, this Board will figure out what the assessment will be for next year. It is going to be allocated based on that new assessment. The methodology has not changed, but the new proportion of lots to those sections has changed, and that is what we were looking at. Correct me if I am wrong.

Mr. Berube stated to say that F is automatically going to rise and H-2 is automatically going to drop maybe premature at this point.

Mr. LeMenager stated no, it is true, but all assessments are likely to rise based on the needs of O&M assessments and where we are going to end up. I am sorry, Mr. Berube, but every time you bring that up, I want to make it clear that there is a party here who wants to raise your taxes and other parties here who do not want to raise your taxes.

Mr. Berube stated nobody said anything about raising taxes.

Mr. LeMenager stated I cannot possibly let that go without a comment, and you know that.

Mr. Harnack stated forgive me, but we are not talking about the increase of the costs of running the CDD. We are talking about taking parcels and reapportioning them where people are already under contract and have an understanding of what that assessment would be and passing the assessment from one section to three others.

Mr. LeMenager stated we understand.

Mr. Berube stated if you want to look at it that way, that is fine. Everyone has their own opinion. We are not here to argue with you.

Mr. LeMenager stated the time for you to come back is June and July.

Mr. Berube stated we are passing this along to the professionals. We will get another observation based on what has happened in the past and your presentation tonight. We will see where it goes from here.

Mr. Harnack stated thank you so much for the time.

Mr. Berube stated thank you.

### **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes of the February 25, 2016, Meeting**

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

Mr. Farnsworth submitted corrections and changes to the minutes by email, which were distributed to the Board for inclusion.

<p>On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of February 25, 2016, meeting, as amended.</p>
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#### **FOURTH ORDER OF BUSINESS**

#### **Subcontractor Reports**

##### **A. Landscaping**

##### **i. Davey Tree Monthly Highlight Report**

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

Mr. Rinard stated spring is here. It seems like it has been here for awhile. Things are flushing, and on a whole, we are in a good spot. Our turf color is good in a majority of places. We do have some spots that I think we need to look at that are lingering from brown patches that we need to address. I do see some lingering dollarweed and some re-application that we need to hit. We had some struggling in H-2 at the beginning of the turnover. It is showing signs of life, but it has not quite popped out yet. I think we probably need to do some supplemental applications. Outside of that, this time of year, the normal struggles that we normally see are typically with weeds in general. Our guys are addressing that, and on a whole, I think that is pretty good. Recent weather has pushed some stuff out, so they are a little bit behind but not to a point of where it is out of control. They will be able to address those things in a timely manner. Tress are flushing out on Schoolhouse Road and Cat Brier. It is quite heavy right now. Some elevations are needed. We have a lift onsite. It should be here this afternoon. If it is not, it is here in the morning, and we will be jumping on those two areas, in particular, working the elevations. In doing so, we will also do a street light assessment on any clearances that might be needed.

Mr. LeMenager asked does that mean that you are going to trim them away from houses because that was the comment?

Mr. Rinard responded yes. That is the reason for the lift.

Mr. LeMenager stated great.

Mr. Rinard stated outside of that, in Blazing Star, the firecracker along the embankments along the drainage swale are struggling. The decision was made to transplant them. That has been completed, and the embankment has been sodded over. That work was completed this afternoon.

Ms. Kassel asked who approved this change?

Mr. Berube responded I did.

Ms. Kassel asked is that okay with everybody?

Mr. LeMenager asked what change are we talking about?

Mr. Berube responded the drainage swale in Blazing Star Park was getting trampled over, largely because when you observe kids playing over there, when their balls went in there, they would get trapped in the firecracker. The kids would chase the balls in and trample all of the firecracker. It was getting wasted pretty quickly. We had originally thought about putting posts and chains up to keep the kids out but the reality is, when a ball goes into there, the kids are going to chase it in and get the ball, no matter what happens, so the post and chains are going to be ignored. Some of the firecracker died and it was looking wilted. Based on a recommendation from Davey, they pulled it out and replaced it somewhere on Schoolhouse Road because it was part of the parks requisition. A vendor decision was what we should do with the swale. To prevent all the dirt from washing down into the drain, we put mulch in there. That did not work very well because on the first rain, some of the mulch floated down onto the drain and clogged it up and created a flood there. Something had to be done, so the much likely scenario was either to leave bare dirt and get rid of all the mulch. The guys were there every day after the rain, shoveling the drain so it did not flood. They will either leave bare dirt and let it all wash down the drain, or do something with it. I decided, along with input from Mr. van der Snel and Mr. John Rukkila, to continue the celebration sod into the ditch. Now when kids chase their ball, the ball will go into the ditch and roll down to the drain or it will roll right through and back up to the other side. I would not call it an emergency situation, but it was something that needed to be done to alleviate problems. That is where we are at.

Mr. Farnsworth stated the decision has already been made. Was there any consideration of using something like mimosa in that swale area? It would hold the sod and soak in without getting into turf. I know it is done but I am just asking.

Mr. Rinard responded not with the activity in that park area that we saw historically that led to the reservations to begin with and the fact that we see that trampling and activity going the grass.

Mr. Farnsworth stated I realize that but mimosa is fairly hardy and recovers quickly. It does not take the care that the turf does. That was the reason I brought it up.

Mr. Rinard stated at least from our recommendation standpoint, the turf is going to be more durable than mimosa will be and hold up to that kind of traffic better than the mimosa. You will not have periods or cycles of up and down aesthetics as a function of the activity that is there.

Mr. Farnsworth stated before all the changes were made, there was a lot of objection to that swale area turning brown during the winter when it had grass on it. That was the reason I was suggesting mimosa.

Mr. Rinard stated I understand but the option to that, just like the soccer field in the wintertime, is to put down rye seed. That will help.

Mr. Berube stated the end result, Mr. Farnsworth, is that we have the same turf now from one side of that place all the way across.

Mr. Farnsworth stated I am not objecting, but it is probably a better look than mimosa. I was just saying that in the swale area, you could have used something like that just to hold the dirt.

Mr. Berube stated the other thing that happened with the re-do is, I think the swale became less prominent than it was before. It is not terribly deep now. It probably is 18 inches at most from grade where the drain is. It is not like it is going to fill up with water all the time. It is going to kill the sod from being too wet. Here we have this problem. We had to do something. We put our heads together and that is what we did. It is all going to look the same in the winter. As he said, with the soccer field, we overseeded with rye in the winter so it will be greener. That is where it ended up. It is either that or leave it open until we made a decision here tonight.

Mr. Farnsworth stated something needed to be done. It was just a matter of what.

Mr. Berube stated the cost was relatively minor. I believe it was \$600. Was that the amount?

Mr. Rinard responded Mr. Rukkila handled that.

Mr. Berube stated it was a small amount of money and we made it happen.

Mr. Rinard stated outside of that, I have some invoicing that we have not cleared up. The mistake is on our end as far as misdirection, but we should have those corrected next week. In January, we talked about some transplanting on some plant material from Ms. Kassel's house over to east Five Oaks. We deferred that to spring. Spring is here. Do we want to entertain that?

Ms. Kassel responded I would think so. I still have those plants.

Mr. LeMenager stated I thought the plants were removed.

Ms. Kassel stated no. I had offered those ferns to the CDD to put them into the trees along Cat Brier Trail, but those ferns turned out to be a tuberous sword fern, which is

considered to be invasive. Even though it would have been put in areas that would have been mowed around, it would not have spread that way. It was bad policy to plant an invasive plant on CDD property, so we are not doing that. There are dozens of plants that can be taken.

Mr. Rinard stated I will have Mr. Rukkila contact Ms. Kassel.

Mr. Berube asked were those salvia?

Ms. Kassel responded there are red salvia and purple salvia, but the red salvia was the one we were talking about. I have a number of plants that are probably 12 to 18 inches. They just need to be dug out, repotted and replanted.

Mr. Berube asked do we have a desired spot where we are going to plant these? I think we discussed this.

Ms. Kassel responded that was around the base of the magnolias. Mr. van der Snel felt that they were unattractive.

Mr. Berube stated on east Five Oaks.

Ms. Kassel stated yes.

Mr. Rinard stated I have nothing further.

Ms. Kassel stated there are a number of areas that were refurbished by Davey, based on discussions you and I and Mr. Rukkila had. There are all over the community. Some of them are at the Schoolhouse/Five Oaks circle, and some of them are along Cat Brier. A lot of places where things that had been planted there have been lost. I want to know what we are going to do about that.

Mr. Rinard stated Mr. Rukkila and I had discussions already on that, and we identified some of those areas. They are warranty replacements, and we will move those forward.

Ms. Kassel stated okay.

Mr. Berube stated I realize that not every single specimen is likely to live, but let us say that you planted 40 plants of any given variety, such as mimosa. How many would you expect to die in six months? Is there a percentage?

Mr. Rinard responded there is usually a percentage applied from the installation side. From six months out, you expect things to be pretty well established.

Mr. Berube asked what about in two months?

Mr. Rinard responded basically a 90-day period out, maybe 5%.

Ms. Kassel stated I would agree with that number. You are the professional but based on my experience, I would agree with that because you do not accept plant material that is iffy. If it is iffy, you give it back.

Mr. Berube stated on 50 plants, you would see two or three at night that die. That is fine. You look around and some things are dying. I was just wondering what an acceptable number is.

Mr. LeMenager stated I just want to say that I do not think that the community has ever looked this good at the end of March.

Mr. Rinard stated that is nice to hear. I will pass it along. Thank you.

Mr. Berube stated overall it does look great.

#### **FIFTH ORDER OF BUSINESS**

#### **Developer's Report**

Ms. Sambuca stated I would like to share a few community updates on behalf of the developer. Nature's Table is no longer in the Town Square. They decided not to renew their license. Their last week is this week. We are working on getting a new tenant in there. We will update everybody when possible. Additionally, I would like to give an update on parcel O, which is Waterside. This is the neighborhood past the Swim Club on the right. You will see large equipment coming in. They are moving dirt right now. That will be going on for a few months. We are trying to keep the construction minimal for visitors parking down there and walking. We will keep it all cleaned up for everybody. That will take a couple of months. That is right as you go into the Lakes.

Mr. LeMenager asked is there any kind of neighborhood park planned for that neighborhood or a children's play area?

Mr. Glantz responded no.

Mr. LeMenager stated let me make it clear that I am voting no on accepting that plat.

Ms. Sambuca stated okay.

Mr. Berube stated there is a reason for it, so you do not think that it comes out of nowhere. We heard from several home owners in H-1 so far who are complaining about a high number of kids with limited areas to play within their community, specifically one set of swings that consist of four swings and not a lot of places for kids to play.

Ms. Sambuca stated it was discussed at the last CDD meeting. A resident brought it up, and Mr. van der Snel and I decided to look at the area and assess what room there could be. Those areas are CDD tracts, so if there was an improvement to be had, then

that would be the decision of the Board at that time. We did assess the area up front, and it was noted that it was a little too close to the road for comfort for children, but we have discussed that. It is noted. Additionally, I would like to let everybody know about the golf course renovation that has taken place this summer. The golf course will be closed May 9 until October 1. We are renovating the greens and bunkers, reshaping, and improving them. It is a major overhaul for the golf course. It will be down a couple of months. Restaurant hours will still be the same. It will continue to open but it may shift slightly to accommodate the community, and they will post those hours at that time. In addition to the golf course renovations, the developer is redoing the parking lot. It has been greatly damaged over the years. While the golf course is closed and there is not a lot of traffic, we are going to improve that area as well. Again, the facilities will be open. The activity director is still in the facility, and the restaurant will continue to be open. That will be taking place on May 1.

Mr. Glantz stated Ms. Sambuca did not cover parcel I. The landscaping is going in. We are working very closely with Mr. van der Snel on the clocks and the pipes and the wiring, so all of that will go in smoothly. Has that been working out okay?

Mr. van der Snel responded I have been in contact with REW. We need an irrigation map. It has not been provided to me yet.

Mr. Glantz stated we have one. Ms. Sambuca will get you an irrigation plan. That is not a problem. The only other comment that I have today is that we have made a decision to discontinue the camping site that is at the end of the path going to Cat Lake, for a number of reasons. First of all, over the past year, we have had a total of 12 reservations. We had a lot of vandalism down there. It is inconsistent with having housing down at that area. That is going to be stopped. Over the next several months, we are going to be removing all of the derelict buildings and facilities that are in there. We talked about at past meetings that there would be a dog park installed. In all likelihood, the dog park would be constructed with parcel J, which is going to be known as East Lake. We would be turning that over to the CDD. What you see on this plan as well, and we can put one up for the audience to look at afterward, is we are relocating the parking lot from where it has historically been in the grass. It was historically in the wetland area, as well. It was moved outside of that area. We temporarily put some shell down.

Ms. Sambuca stated yes, the shell base is down.

Mr. Glantz stated this parking lot is milled. We will take the millings and place it on for a more permanent look. Then of course when we get to develop the next section of the Lakes, we will have utilities up there and we will go ahead and put in the dog park.

Ms. Kassel asked what is the size of the dog park?

Mr. Glantz responded I do not know. Mr. Kent Foreman designed it.

Ms. Kassel stated it is a little less than 150 feet by 150 feet. That is small.

Mr. Berube stated 150 feet by 150 feet is 22,500 square feet.

Mr. LeMenager stated it is half an acre.

Mr. Glantz stated it is a quarter of an acre, which is 43,560 square feet. Ms. Sambuca and I are available for any questions from the Board on this matter or the meeting from the other night.

Mr. LeMenager stated I would like to say that given the feedback we received from residents, I do not see how we can possibly agree to any future neighborhoods not having facilities for child recreation. That is the concept of a traditional neighborhood development. You trade your yard space for common space that people can use in order to meet and congregate. We already have a problem in H-1. It is probably going to be even worse in H-2. We keep building these gigantic houses that are going to hold four or five kids. There are always going to be more gigantic houses to hold four or five kids. The western side of the community is always going to be this island by itself. Where are these kids going to play? We absolutely, positively need a solution to that before we can agree to move forward on this plat.

Mr. Berube stated I disagree with Mr. LeMenager that there is not enough play space over there, but I do agree with him that there will not be enough in the future. The reason is that there are a lot of parks. Not every neighborhood has a park, but if a kid wants to go a ways, he can find a park to play in. The semantics are that the earlier neighborhoods had much more green open space that kids could play in, but as it develops, it has shrunk to the point where now we are considering a neighborhood over here that is detached from everything and will have no play space for kids. Parcels I, J, K, and L are ages 55 and over, and I do not think that they want to go on swings, slides, and monkey bars.

Ms. Kassel stated they are going to have their own recreation center.

Mr. Berube stated they are covered but this small piece over here known as parcel O is detached from everything, and I think an area of 150 feet by 150 feet, which is a small square box with maybe a swing set over to the side, would be a basic amenity that would satisfy the demand for the people who are likely to live over there. I do not know the number of lots.

Mr. Glantz stated 67.

Mr. Berube stated you see where we are at. If they cannot go to the east to find any play space, they have to go to the west. The closest park for any kid living there is a long hike. If you can find some space there, it would be a nice addition.

Ms. Kassel stated what happens is that the developer creates these neighborhoods and the CDD takes flak for there being no parks. Then the onus is put on the CDD to try to do something about it. We have not been provided with the funding. We do not have the CDD space, for example, in H-1.

Mr. Berube stated the big deal is the space. If people want to spend money on parks, we are agreeable to that, but we do not own any land to do this on, and that is the big problem with H-1. We can certainly put up play equipment, but we do not have any safe space. The only place we have is behind the big sign. You do not want a play area there, and I am going to presume that the average home owner does not want it, either. The CDD owns the green area by the entrance sign. You are not going to want a swing set there. Give us a little spot and put something in it. At least get it started so we do not have to tell people to see the developer because they built it and it is not our problem.

Mr. Glantz stated I am prepared to have a philosophical conversation about the yard sizes and whether there is play space or not. We can certainly do that, but I do not think it is appropriate to discuss at this meeting. The lots in parcel O, known as Waterside, are going to be averaging about 140 feet, plus there will be large rear yards. They will be much larger. There will not be alleys. It is not like some of the homes in the other parcels where there is no front yard and no backyard. These will have large backyards. We can have the discussion if there is going to be a play space for kids. I think it is folly to say that there is no space. If you look at the homes that have been built in Cherry Hill, they have very large backyards. There will be play space. To the extent that we have a small play yard or pocket park, that is something that we can certainly look at. There are some small areas for pocket parks that would be conducive. The definition of a pocket

park is open for discussion. As it relates to park space throughout Harmony, all of the parks are not unique to any one neighborhood. We have a huge linear park on the opposite side. As it relates to this particular community, there are fewer homes and the lots are quite a bit deeper.

Mr. Berube stated we understand that and appreciate the fact that you have a design standard. We go by the complaints that we receive, and we are learning as we go with these new neighborhoods. That one hit us pretty hard. I do not believe that there is any park space in H-2, so the suggestion is going to be to go across the street to that small swing set in H-1. The philosophical argument is that they are going to have big yards and to let the kids play in the backyard. For whatever reason, parents do not want their kids to do that. They want to let their kids get together with their friends and go to the corner and play in the park. We made the request. If you can find a small spot, give us some space and put something in there. We will be happy because when people show up here, we can say that we fought for them.

Mr. Walls stated the sides next to the dog parks are not huge, but it would be something that kids can play in. From here, you are talking about three-quarters of a mile to a mile to the closest playground. That is what we are going to hear because we already heard it last month.

Mr. Berube stated it does not have to be fancy; it can be one small play set with a four-way swing set with a couple of baby sings. Everyone will be happy and it looks like we did something. I know that you can handle it.

Ms. Kassel stated I do not know if you are aware, Mr. Glantz, but Ms. Sambuca participated in the conversations last week on Facebook about the new lights going into parcel F and the standard that is different from the lights elsewhere in the community. A lot of anger was expressed. It was pointed out to Ms. Sambuca that it is not just about the street lights; it is about the changes that happened since Starwood Land Development came into management. I just want to let you know that there is going to be a lot more anger. The town meeting was great the other night, but people have a lot of anger by taking away the only campsite available. I understand that it is not far from housing, but it is still hundreds of yards away from houses. I do not know about the vandalism, but people are going to be very angry that here is yet another thing that has been taken away. I see residents' heads nodding. They are upset and were already upset about certain

changes that happened. A number of changes occurred, and now here is another one where something had been advertised and utilized. Even though you only had 12 reservations does not mean that other people go down there without a reservation to utilize the space. For the past 12 to 13 years, it was advertised as a camping area and people knew that. Even though it may not appear to you that it has been utilized much as a camping area does not mean that it has not been more utilized than you realized. It is another nail in the coffin in this array of amenities that has been gradually removed as a benefit and amenity for the people who bought in here, anywhere from five to 12 years ago.

Mr. Glantz stated this is a housing community, not a camping community. We have no means to operate a campground because there is no insurance to cover it. It makes zero sense. If the CDD is interested, they can buy the property and operate a campground, but we, as developers, are developing a housing community. There is an area that the developer was able to provide people to access. Unfortunately, the area has been abused. To your point, people may have been using it without authorization. It was crystal clear what the rules were, and obviously people have not been doing so if it has been used for what you are stating. We are not in a position to police an area. We do not have any insurance if someone gets hurt. It is not an appropriate use. We are going to have housing there, and no one on our team believes that it is an appropriate use to have open camping directly behind people's homes. That is just our opinion and that is how we are moving forward. As it relates to other things that have been removed, we are not aware of other amenities that have been removed. The developer has built quite a few amenities, and they are all on CDD property so there is nothing for us to remove that has been put on CDD property. We have transitioned some of the developer-funded activities by shifting those to the HOA. That is really not a purview of this particular Board, so I am not going to discuss that today. I am not aware of anything else that the developer has taken away from this community. We only added value. We added landscaping at the front entrance and enhanced the front entry. We are enhancing the club and the golf course. We are adding more landscaping along U.S. Hwy 192. I reject those claims what has happened since Starwood has come on. We sat here with the Board and gave reasons. This is the first I have heard that we have been taking away things. I think we have been adding value. We continue to put a lot of money into this community and

continue to do a nice job. If there is anything specific that you would like the developer to spend money on, on behalf of 12 residents who use the camping, then I would like to know what they are. But right now, we just cannot be in a position to cater to 12 people a year and have the liability. It just does not make any business sense. I am sorry, but it does not make any sense. We are not being mean or cruel. This is not being used, and we do not have the insurance to cover it. It is a bad decision to keep the campsite open.

Mr. Farnsworth asked what is going to be done with that general area?

Mr. Glantz responded we are going to be building this parking lot, which leads down to the lake. We discussed it at length in this forum and other forums that at some point in time, we need to come up with a solution on where this area will land. The club is going to have the land somewhere because the developer is not going to own this in perpetuity. We had a meeting last Thursday, a week ago today in this very room, where we discussed the concept of a conservation area in the form of a service area for long term. This discussion was relative to certain areas outside of Harmony, which this CDD covers. There is no reason why we could not look at the areas within the CDD's name to be added to that, but the conversation last week was relative to areas outside. There are some potential solutions. We can only come in and deal with Starwood Land Venture, who entered the picture in the last 24 months. We can only deal with what was presented to us, and right now, we have an area that is in between. It is not a CDD area or an HOA area. It is not a developable parcel and needs to end up somewhere. It is used by the club for weddings. We have not come up with solutions. For the short term, we are going to continue to own it and maintain it. It is going to be like any wooded undeveloped parcels that are owned by the developer, but at some point, it will need to land somewhere. That is a very good question.

Ms. Kassel stated not that the CDD minds that there are not going to be alleys that it will be obligated to maintain in these new neighborhoods, particularly F and H-2 and the Lakes and probably O, but that is one of the significant changes for residents who have been here. In all of the neighborhoods that have the traditional neighborhood design, that is a change that has been made that has people upset. Letting go of the community's conservation director was someone who was the glue in this community. It meant a lot to the people to have that kind of attention to the values and those kinds of activities that he monitored and involved residents in. Those are just two examples. You said that you

add value. You add value in terms of landscaping, but the value that has been taken away may not be particularly able to be calculated in monetary terms, but it means a lot to the people that live here.

Mr. Glantz stated I understand. We get a \$120,000- to \$150,000-per-year invoice for O&M in this community, and that is going down pretty quickly as we sell homes. Hopefully, our land planning with front-loaded homes is going to increase the velocity of sales and reduce some of that burden. This is a business. We are building what we believe are nice homes. The people who are buying them are nice people. They are adding value. Yes, there is always going to be, in any community that has been around for a long, long time, a change in attitude between people who have been in the community from inception to people who just recently moved in. You are going to see that in just about every community. Hopefully, we are attracting nice families. As everyone knows, we are adding the 55+ community. Those residents are not going to be accessing and using the pools and other facilities that may have been burdened by adding more families. They will certainly have the right to. They are going to be paying CDD O&M assessments for that, just like everyone else. We feel that this is going to be a nice addition to the community. One of the things that we hear in communities all over the place is that people want to see their community built out and not see it under construction forever. Hopefully the moves that we are making are moving along in this direction.

Mr. LeMenager stated you have certainly done a good job of that.

Mr. Berube stated I was an early resident, and I have been cognizant of the changes. Ms. Kassel has, too. At first, I really did not like them. I just sat back and watched, but the reality is, which I think people forget, this is a business, and you develop the land in response to what the builder wants to see from you so they can build houses that sell. It is hard to argue the fact that you apparently have been developing land in a configuration that the builders cannot sell because there are little cities growing all around here. I think you take a lot of heat making these communities look the way that they do, but I have to think that, in the background, the builders are telling you what they want from you that they can sell. I agree in some respects with the loss of alleys and front loaders, but the flip side is that things are going to change. The rural community that you presented the other night will change as time goes along. People are still buying here. That is not up to us to

make the decision on. People are apparently happy with what is available now, and I do not see a lot of people moving out and selling their houses. I see both sides of the coin. I agree with everybody.

Mr. LeMenager stated as we said when we started this conversation, it is really about you setting certain expectations for people who are moving here. We do not want those people coming to these meetings and saying somebody did not meet their expectations and where can their kids play. That is really what it comes down to.

Ms. Kassel stated please understand, I am not trying to take you to task. I want residents to know that we are attentive to the issues that concern them, and as CDD Board members, we can have some kind of influence. We are going to try to do so. That is the reason I am asking these questions and making these observations.

Mr. Glantz stated anything that happens within the lines of this CDD, we bring up at this meeting. Things are not necessarily in the purview of this Board but are the purview of residents, so we try to share everything. We have town hall meetings twice a year. I believe that we do a nice job of sharing information. The last town hall meeting that we had was probably December. Expect to have another one in June. I think they are very well attended. You did a nice job. We filled every single chair today.

Mr. Berube stated some people are not very happy, but that is going to happen once in awhile. Thank you for your insight. You heard our request. Hopefully, we can all get together and get to some middle-of-the-road agreement that we can all be happy with.

## **SIXTH ORDER OF BUSINESS**

### **Authorization for the Chairman to Execute Documents for Neighborhood O Street Lighting Agreement and Plat**

Mr. Berube stated I think we just said that the plat is going to be difficult in its current form, but I presume that someone has a street lighting agreement.

Mr. Moyer stated it is a standard street lighting agreement that we used before, which basically authorizes the developer to make payment for the street lights.

Mr. Berube stated we are buying the street lights, they are paying us back, and we are going to put it on the standard maintenance contract.

Mr. Moyer stated yes.

Mr. Berube stated I do not think we have any problem with that one; however, I think we just said that the plat needs to encompass some park area.

Mr. LeMenager stated yes.

Mr. Walls stated I would think that it should have playground equipment like near the Cat Brier dog park.

Mr. Berube stated I think I said 150 feet by 150 feet, which is 22,500 square feet, or half an acre.

Mr. LeMenager stated you just need to have something set aside. Show us the plat and what the plan is. It is not unusual to go to the county and other planning commissions and tell them what you want to do and for those bodies to say they want you to change some things. We are not doing anything different than any other governmental body is doing.

Mr. Berube stated I am not arguing the point. Are you in charge of that plat or is somebody else?

Mr. Boyd responded I will get with the developer and see what land is available that can be turned into a park. I obviously cannot promise what facilities will be on it, but I can try to find a piece of land.

Mr. Berube stated I think we are on the mindset of about a half an acre. I think Mr. Glantz got the point. We want a little play set and a swing set.

Mr. Boyd stated I have that on a to-do List. I will get with Mr. Glantz and go over it.

Mr. Berube stated we do not have the agreement ready tonight. Is that correct?

Mr. Boyd responded correct.

Mr. Berube stated what we are looking for is authorization from the Board for me to sign the street lighting agreement when it becomes available.

Mr. Moyer stated right.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to authorize the Chairman to execute documents for Neighborhood O street lighting agreement and plat, when they become available.
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Mr. Farnsworth asked does this just apply to the street lights?

Mr. LeMenager responded correct.

Mr. Berube stated right. The plat will be considered after we see the plat layout and it is agreeable to the Board.

**SEVENTH ORDER OF BUSINESS**

**Discussion of Street Lights Buy-Down**

Mr. Berube stated we had this discussion last month. I produced the chart and sent it to Mr. Moyer after the meeting, which is part of the agenda package. Our discussion last month was centered around the first two contracts that are on top of the buy-down list. The reason why we are choosing those two is because they are beyond the 10-year buy-out timeframe. The next two are significantly more money. It is my suggestion that we buy these out in the order that they are listed, for timing and efficiency purposes. If we agreed to buy out the next two, it is \$63,000 upfront, plus the 10% premium, which brings it to \$70,000.

Ms. Kassel asked why would we not pay off phase 1A, when the savings is half instead of a quarter? For town center, we are saving a quarter rather than 50% of the estimated payoff.

Mr. Walls asked how is that calculated?

Mr. Berube responded I understand that it looks out of sync, and when you look at the original contracts, they do not follow any pattern. You would think that as time went along, they would get more expensive but they do not necessarily. They do rise and then some are cheaper. Then there are different total values based on how many lights are involved in that particular contract. It is all over the place. That is why it looks weird on this chart, but it is the way that contracts work.

Mr. Farnsworth stated I removed the numbers from that chart and basically used the reference number that you have, with a 20-year term at 10.25% and put it into a spreadsheet. I summed them up and these are the numbers that fall out of that. To pay it off as of April would be close to \$20,000.

Mr. Berube stated you are talking about phase 1A.

Mr. Farnsworth stated right.

Mr. Berube stated I had \$21,431, but that is 16 months old, and we already paid it down.

Mr. Farnsworth stated that is what I am saying. These numbers are as of April.

Ms. Kassel stated that means that it costs us more to pay it off than we owe.

Mr. Farnsworth stated no.

Mr. Berube stated the estimated payoff that I had was \$21,431 from January 14. Mr. Farnsworth calculated it down to \$19,960. It decreased a couple of thousand, simply because we have been paying every single month.

Mr. Farnsworth stated right.

Mr. Berube stated the second one I suggest is town center. It had an estimated payoff of \$42,196. Mr. Farnsworth calculated \$30,398, which is close. Then you take those two numbers and will be at \$59,000 and add the 10% premium, so it will be a \$64,000 payoff.

Ms. Kassel asked why are we not paying the ones off that are giving us a better return?

Mr. Berube responded I just suggested getting rid of the oldest ones first.

Mr. LeMenager asked was there a time limitation on the ones that they would allow us to buy down and was the basis upon which we bought down the first one due to the fact that they would change the interest rate from 10.5% to the 7.5% that they are charging now? I do not know if there is a 10% prepayment penalty. That was the discussion when we did the first one. It was a change in the interest rate from 10.5% to 7.5%. Was that what OUC agreed to?

Mr. Berube responded no.

Mr. Moyer stated we attempted to negotiate that, and they stood firm that they were not budging. There is a schedule that shows the payments on a monthly basis through the maturity of 20 years present value back at the 10.25%. That is how they come up with the buy-out number.

Mr. Berube stated it is not an amortization chart like your mortgage is. It works differently. Then they add a 10% premium because you are coming in and buying it out.

Mr. LeMenager stated the problem is that it is an esoteric rip-off of the population.

Mr. Berube stated but it is all allowed by the Public Utilities Commission.

Mr. LeMenager stated I disagree that it was allowed.

Mr. Berube stated the problem is that no CDD goes to them and tries to buy out these contracts.

Mr. LeMenager stated because no one realizes how much they have in liabilities.

Ms. Kassel stated apparently no one has the fiscal responsibility to be able to build up reserves to be able to pay it.

Mr. Berube stated we need to save enough money to pay off this debt.

Mr. LeMenager stated which ones do you think we should do?

Ms. Kassel responded the ones that will give us the biggest return on our investment that we can afford to do.

Mr. Farnsworth stated I am suggesting that you take all four of those, not just two, because all four require a payment of \$260,000, and you save \$95,000 and that is within the \$330,000 that was set aside for this fiscal year. Do them all. Why are you just taking the first two?

Ms. Kassel responded I do not understand why we should not focus on the ones that get returns.

Mr. Farnsworth stated those first four are the only ones that are eligible to be paid off. Numbers five and six do not become available until July and August of this year.

Ms. Kassel stated we are not going to be ready to do this until July and August of this year.

Mr. Berube stated no, but we have to plan it.

Mr. Farnsworth stated you are going to be farther down the road. That was my thought, too, at first. Do you want to pay the first four off or do you want to save your nickels and dimes and try to get those two when they first become available? From what I heard, it takes six months or more to get OUC to react. In the meantime, we are still paying interest on the others.

Mr. Walls stated we can start the negotiation on those now.

Mr. Farnsworth stated if we do that, we will be in the next fiscal year, so take care of what you can now.

Mr. Berube asked what do you not understand?

Ms. Kassel responded it is going to take months until we are actually able to pay this off. I do not know why we would not want to get an almost 20% return on our investment.

Mr. Berube asked what is next?

Mr. Farnsworth responded numbers five and six, which is phase 2 I-R.

Mr. Berube stated those are not eligible yet.

Mr. Farnsworth stated they will be in August.

Mr. LeMenager stated the problem is that OUC will not start talking about them until they are eligible. We blindsided OUC with our request the first time. They could not understand that somebody finally figured out the game and actually wanted to get out. We will not be blindsiding them this time. Hopefully, someone at OUC will have learned a little something and we can get the process done a lot more quickly.

Mr. Berube stated no matter what, the apparent return on investment according to the chart, even the ones with the smallest apparent return on investment, is still a great return because we are not paying the 10.25% that we were paying. The bottom line is, the 10.25% is the crucifying piece of this. It is a huge amount of interest to pay no matter what the end result is.

Ms. Kassel stated but they are all the same. Why would we not want to save the most money? I do not get it.

Mr. Farnsworth stated you do. If you try to delay and delay and delay, you are costing yourself every day that you delay.

Ms. Kassel stated but you are costing yourself on the ones that you are delaying on.

Mr. Farnsworth stated you cannot do anything about them, so you are not really delaying them. You are not delaying numbers five and six because you cannot do anything with them yet.

Mr. Walls stated we have a finite amount of cash to spend on these.

Mr. Berube stated right.

Mr. Walls stated if you were going to personally make this decision, you would pick the one with the biggest savings. If that means waiting three or four months, that is what I would do. I would not blow my rationale on a smaller return.

Mr. Farnsworth stated if I was going to look at it that way, I would wait on Drake.

Mr. Walls stated that may be the best decision.

Mr. Farnsworth stated it does not come up until 2018.

Mr. Walls stated you have x amount of cash to spend on this, which is what we have to make a determination on. If you just leave it on the list, we can pay \$100,000 and save \$20,000, but we could use \$100,000 on some of these other ones and save \$60,000. It does not make a lot of sense.

Mr. Farnsworth stated we have so much in the piggy bank. How much interest are you earning on that money that you have in the piggy bank? You are better off to invest it when you get some return on it, versus leaving it there.

Mr. Berube stated we are going to go back and forth on this forever. My reading of the budget is that we have \$330,000 sitting there and available for street lights, regardless of the other \$105,000 that is sitting in a line item below that. We have \$330,000 available, designated for this.

Mr. LeMenager stated right.

Mr. Berube stated we can do this two ways. The heaviest return, which is Ms. Kassel's request, is phase 2 I-R and Ashley, which are not available until July and August of this year.

Ms. Kassel stated not available to actually do the transaction but we can ask them to start preparing that.

Mr. Berube stated that uses up your entire allocation and moves us into the next fiscal year. We do not know what the timing is. It could be quick.

Mr. LeMenager stated we have assessed these fine people in order to do this.

Mr. Berube stated then we have to spend the money. We should spend the money, based on what we did.

Mr. LeMenager stated if we are not going to spend it, then we need to give it back to them.

Mr. Berube stated if we go in order and take the top four, we are going to spend \$260,000, plus the premium, for a total of \$286,000.

Mr. Walls stated you get double the return if you wait.

Mr. LeMenager stated but we will get double the return next year. What percentage of 25% of the O&M assessment is for this? It is just for this.

Ms. Kassel responded I understand. We are going to be using this.

Mr. LeMenager stated yes.

Ms. Kassel stated it is just delayed a few months so we can save that much more money.

Mr. LeMenager stated no. We do not save any more money. What about our lost opportunity costs for the three months right now?

Ms. Kassel responded it is not worth that small an opportunity cost to have a much better investment opportunity.

Mr. Berube stated if we do all four right now, we will save \$4,000 per month.

Mr. LeMenager stated that is the wonderful thing about this. The more we do it, the more money we free up to get out of this mess.

Mr. Berube stated we are going to do this the democratic way. I authorize District counsel and the District manager to negotiate with OUC to buy down the first four contracts as listed on the street light buy-down list, totaling \$276,000.

Ms. Kassel asked what are the first four contracts?

Mr. Berube responded phase 1A, Town Center, Cypress 2, and Drake 1. What did you have for Cypress 2, Mr. Farnsworth? I had \$148,900.

Mr. Farnsworth stated \$148,900.

Mr. Berube asked what about Drake 1? I have \$48,900. The total is \$270,000.

Mr. Berube made a MOTION to authorize District counsel and the District manager to negotiate with OUC to buy down the first four contracts, as listed on the street light buy-down list, totaling \$276,000.  
Mr. LeMenager seconded the motion.

Mr. Walls asked can I get the financial components of each of these contracts? Parts of them say what we owe and what the interest rate is going to be.

Ms. Kassel asked the amortization schedule?

Mr. Walls responded they said that an amortization schedule does not exist, but the terms are in place.

Mr. Berube stated I have the amortization schedule.

Mr. Moyer stated Mr. Farnsworth has the amortization schedule.

Ms. Kassel stated he wants the terms, not just the amortization schedule.

Mr. Farnsworth asked do you want to see my spreadsheet?

Mr. Walls responded yes, if you can send it to me later on. This is going to take several months. I would like to have the opportunity to go back and run these figures again. It is not that I do not have confidence in what is presented here, but I would like to see how everything looks.

Mr. Berube stated I agree. Here is the background. Mr. Brock Nicholas did it once. I did it the second time. Mr. Farnsworth did it third, and we are pretty close.

Mr. Walls stated I do not question what you are showing here, but I would like to do my own analysis to show you what it would be if we waited, as opposed to just paying these four. I want to see how much more we can save. You are going to be able to save a lot more.

Mr. Walls stated hopefully when I bring that back next month, you will change your vote.

Upon VOICE VOTE with all in favor except Mr. Walls and Ms. Kassel, approval was given to authorize District counsel and the District manager to negotiate with OUC to buy down the first four contracts, as listed on the street light buy-down list, totaling \$276,000.

Mr. LeMenager stated depending on how your negotiations go, you should still do your numbers because it would not surprise me if we could still change this.

Mr. Berube stated if something here is in serious error, we can revisit that, but I think it is going to be fairly close.

Mr. Walls stated I am just asking if these numbers are right and I am sure they are.

Mr. Berube stated these are not right, based on the disclaimer.

Mr. Walls stated there are some timing issues. I am just saying if they are substantially correct, you could save double by knocking out those other two contracts, as opposed to these, in a few months.

Mr. Berube stated we increased O&M last year to accomplish this, and I want to do it this fiscal year because we put the money aside this fiscal year. I do not want to carry it forward.

Mr. Walls stated we can carry it forward.

Mr. Berube stated I understand.

Ms. Kassel stated I would just like to see a show of hands of how many people prefer to pay if off soon because the money is there versus paying it off later to save twice as much. A large number of people want to pay it off.

Mr. LeMenager stated I think the show of hands should be based upon how many people out there actually understand what we are talking about.

A resident stated I would pay it off later. Even if you take 5% off that, doubling your savings as you are paying interest for the next four or five months, you are still saving 45%.

Ms. Kassel stated we are saving 47% versus 21%.

Mr. Farnsworth stated you have an amount coming in for next fiscal year, which I believe will cover those other two.

Mr. Berube stated that is exactly right.

Mr. Walls stated that makes sense at that time. We are making the assumption that it is going to make sense, and we may decide that it makes more sense to pave an alley.

Ms. Kassel stated we do not have any other expense that is more urgent.

Mr. LeMenager stated that money is there for one purpose and one purpose only. I did not vote to increase residents' assessments so that we can run out and spend it on other items. I voted to increase residents' assessments to get us out this financial mess.

Mr. Walls stated but things change, Mr. LeMenager. If a sinkhole opens up behind a house in an alley, we have to repair it.

Mr. LeMenager stated we are not disagreeing with that.

Ms. Kassel stated we can have a hurricane or tornado.

Mr. LeMenager stated I am not disagreeing. That is a different discussion.

Mr. Berube stated we had to vote and it is done. Mr. Moyer and Mr. Qualls know the procedure. I anticipate that it is going to take several months.

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

#### **Discussion of Access Card Process**

Mr. Berube stated currently, the process for access cards forces people to do some paperwork each year, email it to Ms. Rosemary Tschinkel, she collects the money, looks at all the paperwork, sends it to Mr. van der Snel, he reviews the paperwork and if they are in agreement, he prints the cards and makes them available for distribution. Some people complained, maybe rightly so, maybe not, that the hard part of that process is payment. We have no way of taking credit cards or debit cards. We had this discussion in the past. I have discussed this with Mr. van der Snel. He can do most of the paperwork because the forms are simple. The only problem is the handling of the payments. There are a couple of methods that we could handle, subject to the accountants at Severn Trent. We could either figure out some way of accepting credit cards and debit cards and that would primarily be through a Square reader, which would be tied to our bank account, or we have a PayPal account, which is also tied into a bank account that we currently use for primarily eBay and other places where you can use a debit card. Are those the essentials?

Mr. van der Snel responded yes, primarily for eBay or other purchases that go with PayPal.

Mr. Berube asked if all the needed paperwork and everything came to you and we authorized some method of payment, does this unnecessarily burden you? Does it make things simpler? I am just looking at the customer service aspect from people who have to go through this process.

Mr. van der Snel responded to credit Ms. Tschinkel, she does a great job dealing with the paperwork. It is not the process that is a problem. I am sorry to say it is the people who process the paperwork. We need a HUD statement and pictures. Sometimes pictures are smaller than my pinky and I cannot even put it on a card. The process works. It is the people who process the paperwork that is delaying the whole process.

Mr. LeMenager asked do they supply their own pictures?

Mr. van der Snel responded yes.

Mr. LeMenager asked do we have a camera?

Mr. van der Snel responded they send a selfie.

Mr. Berube stated now it is all selfies. It gets emailed to Ms. Tschinkel. The fly in the ointment is the payment. That creates some sort of a delay. What I hear from folks is the common concern seems to be getting a check there or having to drive there to deliver it and that they cannot pay with a credit card or some other method that should be acceptance in the year 2016, which may be a valid concern. The question becomes whether we want to change it or let it go.

Mr. Farnsworth stated small businesses have these card readers. What does something like that cost on a yearly basis to have that capability?

Mr. Berube responded the card reader is free and you pay a percentage of 2.75%.

A resident stated it is 2.9% and \$.64 per transaction.

Mr. Berube stated a \$10 transaction would cost us \$1.

Mr. Farnsworth stated we may have to increase the price of the card. I heard that \$10 just barely covers the cost.

Mr. Berube stated it is not that big of a deal. We get these complaints. People may be right. If we had the ability to process credit cards, there are applications for that. We charge user fees. I do not know. This is just the start of moving into the current century and having some way of processing cards.

Mr. Qualls stated there are regulations and statutory requirements. For example, I represent tax collectors. They tried for years to allow people to pay their taxes with credit cards. The problem is that there is a convenience fee tacked on, so you say this is the charge for getting this government service.

Mr. Berube stated plus the fee.

Mr. Qualls stated that is the problem. You do not say that in your rules or your fee schedule right now. If you go to Walmart, the convenience fee is added into the amount you pay at the counter. I do not think that there is a statute that authorizes charging people. I am not saying that it cannot happen. It would take us 20 minutes to research that for you.

Mr. Berube stated if we were not going to charge the fee and were just going to absorb it, is it a non-issue?

Mr. Qualls responded no, because how are you going to absorb it? Where is that budgeted? It is crazy but you have to think about it. It is probably different for property taxes but your property tax is  $x$ . It is not  $x$  plus 2.9%, and you cannot absorb that 2.9% because then you are leading into the property tax.

Mr. Farnsworth stated it would probably be much cleaner if you disclosed it right up front.

Ms. Kassel stated then you have to change the rules and go through the entire rulemaking process to do that.

Mr. Farnsworth stated I am not debating that.

Mr. Walls stated you can figure out the payment. It takes some work but we can do it. We would need a fee schedule. My concern would be the administrative burden placed on these guys because right now the office gets the paperwork, and they review it to ensure it looks good and meets all of the rules.

Mr. Farnsworth asked where would these records be retained? Here or with the District manager?

Mr. Qualls responded the District manager is the custodian of the records.

Mr. Walls stated you still have that link.

Mr. van der Snel stated the payment is the last part of the process. I do not make cards until I have clearance of payments. I used to do that in good faith and that did not work because people try to pick up their cards while they have not paid yet. Now I have a lot of temporary cards. My suggestion would be if I get an app on my phone of the bank account that we use, I can take a picture of the check that people provide me, deposit it, and then we are done. It does not cost anything.

Mr. Walls stated you are saying that the documents would still go to the bank.

Mr. van der Snel stated yes, because it is very sensitive information. Sometimes I get social security cards or copies of credit cards. Honestly, I do not want them on my computer.

Mr. Walls asked how do you typically receive those documents?

Mr. van der Snel responded email. It does not matter where the documents go. If somebody sends a check through regular mail to Ms. Tschinkel and she receives it, it can take five or six days to get there. I do not make the cards unless they are paid.

Mr. Walls stated the central office can still review and approve, and we can explore ways to get the payment from here to there without people having to go there, whether that be through an app or just mailing it. If you do not want to drive there, we will put a batch together and mail them. Is that a problem?

Mr. van der Snel responded we had a couple of times that the check did not clear.

Mr. Walls stated we would still have to wait for everything to go through and they can give you a confirmation that the payment went through.

Mr. Berube stated we discussed this before and I thought a year or two later, as we go along that this would have become simpler.

Mr. LeMenager stated it does not sound like it.

Mr. Berube stated I am hearing that it is still too complicated of a process for us to handle.

Ms. Kassel asked what if we started a small account at a local bank that somebody from Severn Trent and Mr. van der Snel had access to? Mr. van der Snel makes the deposit, and then Severn Trent takes that money and transfers it to the general fund?

Mr. Berube responded probably because Severn Trent would make a mistake.

Ms. Kassel stated it may be more trouble for Severn Trent to handle.

Mr. Moyer stated there would be monies in the checking account, and they would clear the account every six months. It is still the same amount of money. You are not going to make any money on that. It is not a matter of making interest earnings.

Ms. Kassel stated no, but from what I heard, there were complaints about not only the burden of proof but in terms of people having a tendency to wait until it is pool season to present their application. That means Mr. van der Snel is collecting the checks or sending them to Ms. Tschinkel, which creates another four, five, or six days' delay; whereas, it is easier for Mr. van der Snel to just take a picture with his phone of the back

of the check and make a deposit into an account. As long as that check clears, in two days, he can issue the card.

Mr. Berube stated our District manager is the one who has to deal with all of this and make it conform to money-handling rules, and get it into Severn Trent's system to conform it to the bank account we use. I suspect that Square and PayPal are two areas that we want to focus on. We already have the existing PayPal account.

Mr. van der Snel stated yes.

Mr. Walls stated Ms. Kassel is talking about a check that could be deposited electronically.

Mr. Berube stated we will do that as well. PayPal is one option. Square is the second option. Having an app for a bank account with the mobile deposit of checks is the third option because his office has to authorize all of this. Mr. Moyer knows where we are going with this.

Mr. Moyer stated yes. You would need to have a rule adjustment for the rate if we use Square or PayPal.

Mr. LeMenager stated we cannot be the first CDD to have this issue. Do any of your other clients have this issue and what has their solution been?

Mr. Moyer responded pretty much the solution that most of these other Districts are doing.

Mr. LeMenager stated so basically, no one else has not come up with anything.

Mr. Moyer stated not under the Districts that I am familiar with under Severn Trent's contract.

Mr. LeMenager stated I think that perhaps the answer is, this is a very, very small local government.

Ms. Kassel stated a lot of banks will allow you to make a subaccount.

Mr. Berube stated I understand that but Severn Trent manages our accounts.

Ms. Kassel stated that may be an option.

Mr. Moyer stated we will look at it.

Mr. Walls stated I think that is your best bet to avoid a lot of public hearings.

## **NINTH ORDER OF BUSINESS**

### **Consideration of Street Names Map Update by District Engineer**

Mr. Berube stated I presume this is a request from Mr. Farnsworth.

Mr. Farnsworth stated yes. What I have been pushing for is an update of the street names map. It is our only chart/map that has not been updated in a long time regarding what is available on our website and in our rules package. I asked the District engineer to make an estimate. When I asked him, I thought that he already had the original street name map, and all he had to do was update it. It is a little bit more complicated because he did not generate the original map that everyone throws around. Even starting from scratch, he committed to doing it for \$400. You cannot get this price from an engineer, so this is a good price.

Mr. LeMenager stated that was my thinking, too, when I read it.

Ms. Sambuca stated that the original street names map was prepared by the developer, probably seven years ago. Months ago, when this issue was first discussed, we told you that there was no update because it is not useful for us. I am just curious about why you are asking. Is it just for your preference, or is it actually used? That is a good price for a designer fee. I am just curious if people are asking for it.

Ms. Kassel stated there is a Nextdoor.com social media site. The people who live on all the new streets cannot register because they cannot verify their address. Their streets are not on the map.

Ms. Sambuca stated it can be found on Google.

Mr. Farnsworth stated you cannot find it on Google. Google is a year behind.

Ms. Sambuca stated it does take time even for a GPS to recognize it.

Mr. Berube stated to answer your question, Ms. Sambuca, this is his preference.

Mr. Farnsworth stated it is not just my preference. There is so much information. This is now on the HROA website. They have taken the map and added some information to it.

Mr. Berube stated we got it. It is preferential by Mr. Farnsworth. Here is my question. It is a \$400 investment to have a map. It is going to be current as of today and will include I, J, K, and L.

Mr. Boyd stated it would not include I, J, K, and L because they do not have street names yet, but those plans may change because they are not finalized. I do not think we would include I, J, K, and L.

Ms. Sambuca stated if you choose to do that, I would be happy to provide you with the street names that have been chosen.

Mr. Berube stated here is another question for you. It says that it will be easy and inexpensive. Who is going to do the easy, inexpensive update? You?

Mr. Farnsworth responded no.

Mr. Berube asked Mr. Boyd?

Mr. Farnsworth responded certainly.

Mr. Berube stated there is an ongoing cost to keep it up.

Mr. Boyd stated this is going to be done with O. There are a few streets that may come into the town center in the future. You are not looking at a long-term update.

Mr. Farnsworth stated this update is going to cure you for at least a couple of years before O comes online.

Mr. LeMenager stated I am reminded of the young lady on Facebook recently who asked where the dock was. It is probably not a bad idea for us to have some decent maps on the website so you can say where everything is in Harmony. Let us face it. They are all going to Google it and see that it is blank.

On MOTION by Ms. Kassel, seconded by Mr. Farnsworth, with all in favor and Mr. Walls against, approval was given to authorize the District engineer to update the street names map, in the amount of \$400.
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**TENTH ORDER OF BUSINESS**

**Consideration of District Webpage Enhancements and Options**

Mr. Berube stated this was also suggested by Mr. Farnsworth.

Mr. LeMenager asked is there any cost associated with all of this, or are you just going to update the website?

Mr. Farnsworth responded the purpose for this website enhancement is to make it current, complete, polished, professional, and inviting. The reason for making this offering is to show you what the website could be and to determine if there is any interest from this Board to actually do it. The cost is hopefully going to be no more than an hour. The other burden of time is going to be on me. At some point, you have to include me in what you have. It is a matter of whether you are interested in doing it or not. That is the first question.

Ms. Kassel asked is there any rule or law or anything that would prevent or should prevent Mr. Farnsworth from having access to the CDD's website by Severn Trent, or

would Severn Trent have a problem with that? It sounds like Mr. Farnsworth has to get up to speed on what the system is and he makes the changes.

Mr. LeMenager stated I was actually under the impression that the onus was on Mr. Farnsworth and not Severn Trent.

Mr. Moyer stated it is my company.

Mr. LeMenager stated let me see if I understand. What Mr. Farnsworth is offering is to give his time freely to come on over and spend a little time with Ms. Brenda Burgess to make the website more up to date.

Mr. Moyer stated Ms. Burgess and Mr. Farnsworth have been working for a few months on this.

Mr. Berube stated the ground work is largely done.

Mr. Farnsworth stated I want to be in your office where somebody actually has the admin password. I do not want them remotely.

Mr. LeMenager stated I think it is wonderful.

Mr. Berube stated I think it all looks pretty. My only concern is within there, I noticed some errors. The Board occasionally schedules workshops and there is verbiage in there that says no workshops are currently scheduled at this point. I think anything that requires vast updates, like if we schedule a workshop, should be right on the splash page and not be within because those updates can all be made on the splash page.

Ms. Kassel stated he is referring to the Home page.

Mr. Berube stated when you go to HarmonyCDD.org, it should have anything that is current, like the pools are closed for swim lessons and when the next Board meeting is. If we are going to do a workshop, the workshop is here. You can explain workshops.

Mr. Farnsworth stated that has never been done in the past. There has never been an announcement of workshops on the Home page.

Mr. Berube stated it goes under meeting schedules. When a meeting is scheduled, they post the workshop. My concern is that inside of the website, you have a page that says no workshops are currently scheduled. If we forget about that and somebody goes to that page, they will be confused.

Mr. Farnsworth stated if you really want that, this thing is set up with a bulletin board page. What used to be called Success Stories, which was a useless page, is where all of your transitory things would be placed.

Mr. Berube stated I am not arguing that but things that change rapidly, like meeting schedules. The schedule for a workshop, I think, should be on the splash page, not deep within. Let us say that next month, you are not here to do that workshop.

Ms. Kassel stated all we need is a link on that page.

Mr. Farnsworth stated that is exactly what I am calling for.

Mr. Walls stated you hit the nail right on the head. The more you make this robust and include a ton of information, somebody is going to have to update all of that information all of the time.

Mr. Berube stated I am fine with the page, except for the language about there not being any workshops scheduled. That should be removed. I do not think that anything that is time sensitive should be buried within. The page is seven months old, and it has not been updated.

Ms. Kassel asked why would we not post any upcoming workshops or meetings? On the Home page, it shows the fiscal year 2016 meeting schedule on the right side of the page. The meetings are there.

Mr. Berube stated I do not care if there is a workshop page within. I just do not want it to be time specific, especially when it says that there are currently no workshops scheduled. That is my point.

Mr. Farnsworth stated as soon as one is scheduled, it would be added to that page.

Mr. Berube asked who adds it?

Mr. Farnsworth responded Ms. Burgess. She only has to modify it. It is no different than what she is already doing. This requires no more maintenance than what has already been done.

Mr. Berube asked how many CDDs does Ms. Burgess help you manage?

Mr. Moyer responded 20 or 21.

Mr. Farnsworth stated if you want to upload it up to me, I will do it, but I am not going to be around forever.

Mr. Berube stated Mr. Farnsworth, all I am trying to do is simplify this. I like the whole thing. That just stood out to me that time-sensitive things should be on the splash page.

Mr. Walls stated if you want to be real about this, Mr. Farnsworth, the number of people going to this website is miniscule.

Mr. Farnsworth stated that is the alternative.

Mr. Walls stated most of what people are looking for is the date of the next meeting, minutes from the last meeting, fees, and so forth. If you have something on the front page that shows when the meetings are, what the CDD is, links to meeting minutes, and those kinds of things, that is all you really need.

Mr. Farnsworth stated you have the opposite view of the Home page as what I do.

Mr. Walls stated what I am saying is, if you create this big page that you have to take care of, somebody has to update it and make sure that they are on top of it. When you are gone, that will stop being updated. It is just the way that it is going to happen. I do not see putting all of this work into something that is going to have such a small return. Not that many people are going to the website.

Mr. LeMenager stated Mr. Farnsworth is volunteering to do all of the work.

Mr. Walls stated it is going to be left to be taken care of later on.

Ms. Kassel stated the updates that are going to be required are not significantly different than posting the agenda and the invoices, as they are now.

Mr. Farnsworth stated that is right.

Mr. Berube stated Ms. Burgess handles the website all on her own. She does a lot of other CDD work for Mr. Moyer, and she has exclusive access to this website. That workshop page is very deep within the website and it shows the workshop as scheduled for seven months ago. Ms. Burgess has not fixed that yet. I am not picking on Ms. Burgess, but I do not want to have another page that looks pretty but has the same problem. Somebody forgets to update it.

Ms. Kassel stated so we are in a situation where Mr. Farnsworth is offering to keep an eye on the website and communicate any changes to Ms. Burgess so that they can be made. That is better than what we have now.

Mr. LeMenager stated on your drop-down menu, I suggest that you eliminate workshops. Just have meetings. A workshop is a meeting.

Mr. Farnsworth stated there was originally a distinction made among regular meetings, hearings, and workshops.

Ms. Kassel stated have a menu saying Meetings and Workshops.

Mr. Farnsworth stated then you must include hearings, too.

Mr. LeMenager stated that is okay. A meeting is a meeting.

Mr. Farnsworth stated it would have to be any meeting.

Mr. Berube stated a hearing is separate. It is done within a workshop.

Ms. Kassel stated we are not losing anything.

On MOTION by Mr. Berube, seconded by Ms. Kassel, with all in favor and Mr. Walls against, approval was given for Mr. Farnsworth to work with the District office to enhance the website.

## **ELEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Engineer**

Mr. Berube stated I asked Mr. Boyd to attend tonight's meeting. Staff has recently picked up pond maintenance. A couple of things have come to light. There are discrepancies between the names of the ponds on an official basis and the names of the ponds that we have all come to know as the numbers of the ponds. It turns out that the pond numbering system was created by Bio-Tech, and they do not match the official record of ponds. Every pond has a number. I think an update to the pond map should be made shortly. It will get cleaned up with a new digital file as new ponds come online. We will probably revert back to the pond numbering convention, which is the correct one. Secondly, the reason for the map is, we have had discussions in recent years about the interconnect activity of the ponds. There is some thought that all of the ponds are connected, but the map indicates that is not true. Many ponds are connected with other ponds, but they are not all interconnected into one thing. The ponds generally that do not have a drain interconnect with another pond or perhaps a third to find a drain. All ponds have the ability to drain generally into wetlands or another lake. Is that accurate?

Mr. Boyd responded yes.

Mr. Berube stated I wanted to clarify that. All of the incoming and outflow pipes are about 10 feet down from the mean high water level. There have been some concerns in the past about weed control. Most of those pipes are down that low to keep them out of sight, even if the water goes down very low. Secondly, because of the action of the sun, it only reaches about four or five feet down. Those pipes would be almost impossible to get clogged by weed growth, simply by virtue of the fact that they are down in the black water, so weeds will never get into the pipes. We have had this discussion before and discussed weed treatment and everything else. We are on this path now of growing and letting it grow and staying away from chemicals. I want everybody to be fairly

confident that our natural growth patterns should never interfere with the flow into and out of the ponds. Is that an accurate presentation?

Mr. Boyd responded yes.

Mr. Berube stated if you want to look at the map, it is there and we are going to enter it into the record. Mr. van der Snel needed a copy of a large size of the map to monitor the ponds. Probably in the next couple of months, you will get us a new, enhanced version and will put all of the new numbers on it. When you start to manage ponds, there are other things that you do not think about that need to be handled. Also, we are coming fairly close to the contract finalization with our concrete sidewalk contractor.

Mr. Qualls stated yes, we are close.

Mr. Berube stated there were some redlined items in there. One of them comes down to the engineer. Mr. Justin Farrell is going to need a signed and sealed set of plans for a permit. Do you know what he is after and will you be able to handle that for him?

Mr. Boyd responded yes. We gave him a proposal.

Mr. Berube stated the second piece of that is in the original proposal that says one shot at permit acceptance at the county. If it is rejected, there will be one more time included in his contract. How many times should it take to get a permit through the county if they are your signed and sealed plans?

Mr. Boyd responded on a sidewalk like this, you are dealing with reviewers. Even if you followed the code 100%, you might get a comment. The chance of getting a comment that we have to respond to one time is fairly high. The chances that we would have to go through more than one round of comments on the sidewalk is low. I do not think that is a concern.

Mr. Berube stated okay. I am just trying to protect our financial interests because he is willing to do one round for an extra \$250.

Mr. Boyd stated I think that is safe.

Mr. Berube stated so that is normal and you do not see any problems.

Mr. Boyd stated that is correct.

Mr. Berube stated good. That is all I have for you, at this point.

Mr. LeMenager stated I have something. We had a failure of one of our drainage systems after the last rain. Some nice photos were posted on Clay Brick where the drains failed.

Mr. Boyd asked where is that location?

Mr. LeMenager responded immediately next to U.. Hwy192.

Mr. Boyd stated I heard about that today for the first time. I had not seen any pictures. Mr. Foreman told me. I will have to check into that and figure out what happened.

Ms. Kassel stated there could be a blockage.

Mr. Boyd stated right.

Mr. LeMenager stated that reminds me. I cannot remember if it was Mr. Nicholas who discussed the cleaning of the storm drains.

Ms. Kassel stated it was Mr. Nicholas.

Mr. LeMenager stated he was basically saying that was something that they were doing for free for us. Mr. Nicholas made the comment at one of these meetings when we were talking about them using our staff, he was talking about things that they did for us that they did not charge us for. Cleaning out storm drains was one of the things that they did for free. Is that regular maintenance that we need to be doing?

Ms. Kassel asked does the county do that?

Mr. Berube responded the county will do it.

Mr. Boyd stated some of both. In that case, it is probably county right-of-way, so it is probably a county system. The way that works is, the county and the CDD both have the right to maintain. It is a county facility, so it would normally be county maintenance. The CDD has the right to maintain if it needs to, but it would normally be a county responsibility.

Mr. Berube stated I had them come to my house twice with a back truck because where I live on the corner, leaves blow across and clog that drain. They have done it twice and based on the Facebook post, I put MyOsceola.org. If you notice, Mr. Bill Evans, who lives in Harmony, provided a direct contact phone number for people to call.

Mr. Boyd stated okay.

Mr. Berube stated they will handle it but they need to be called. They do not do it on a rotating basis. They wait until it is clogged. I suspect that the problem should have gone away if someone who lives over there called the county.

Mr. Boyd stated I will check into it. I will find out if there is any record of the county doing any work.

Ms. Kassel stated every time it rains, the swings over by the two dog parks and the playground off Primrose Willow and Cat Brier have a pool of water. Is a drain supposed to be there? If there is a drain, obviously, mulch may be covering it and something needs to be done to prevent that from happening. If there is no drain, there needs to be one.

Mr. Boyd stated I will look into it. When the park facilities were done, a lot of attention was given to how it was graded and drained.

Ms. Kassel stated the swing set is relatively new, and it was installed into a place that was low.

Mr. Berube stated if you recall, there was sod and that sod was cut out. No drain was there.

Ms. Kassel stated maybe there needs to be.

Mr. Farnsworth stated once you have a depression in there, you have a lake.

Mr. Berube stated I understand.

Mr. Boyd stated it sounds like you need a drain. That would be the only solution.

Mr. LeMenager stated it might be cheaper to move the swing.

Mr. Berube stated or raise the mulch. The last time I looked at it, the mulch was down below the sidewalk. I think Davey is on their timeframe for doing playground mulch.

Ms. Kassel stated they need to build it up with dirt.

Mr. LeMenager stated maybe the solution is to build it up. I would think that installing a drain is expensive.

Mr. Boyd stated if it is a depression around level land, it needs to be filled in and sodded. I have a couple of items to bring to your attention. This is not anything that you need to take action on, but Toho Water Authority has a new reclaimed water line that is going to go in across the golf course. It is going to connect the existing line on Five Oaks with the irrigation storage tank facility. An existing line is there now. There were stubouts for a future line. That is where they want to come back in now and install the connection. There should have been a connection between two stubouts when the community was first built. It is going to cross the first fairway and go down Five Oaks in a westerly direction from where we are now into that first sculpture along the sidewalk before you get to the circle. It is at the bear sculpture. That vicinity is where they connect. It is not near the bear sculpture but in the CDD tract. They are responsible for completely restoring the ground and the sod when they are done. I just wanted to let you

know. They have an easement over it, so they have a right to be in there and do the work. We talked with them and have been out there. We looked at it. That would happen when the golf course goes down because they will tear the fairway up. The other item is that I have a form that I request the Chairman to sign. It is the South Florida Water Management District official document that transfers the ponds in F and H-2 to the District.

Mr. Farnsworth asked are there still issues with those ponds?

Mr. Berube responded I do not know. The ponds were not an issue. The drainage ditch was. Despite the heavy rain of late, it is working. It floods but it goes down. We will see. We received some rain. I have been watching it every day. The only problem is that the developer decided to put a lot of mulch along there. What happens is, the water comes up high enough and grabs the mulch. Then when it drains, it goes into the drains, despite the fabric bridges that they have around there. It goes right over those and clogs the drains, so our guys have to go over and clean it up. I think we are going to have to rethink the mulch there because when the drains clog, it is problematic. The ditch is working so far.

Mr. Boyd stated those were the two items that I wanted to bring to your attention.

Mr. Farnsworth asked do we need a motion?

Mr. Boyd responded I think the Board already approved taking them.

<p>On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the Chairman signing the South Florida Water Management District official document transferring the ponds in F and H-2 to the District.</p>
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Mr. Boyd stated just for the record, these ponds are part of the District maintaining the stormwater system.

**B. Attorney**

Mr. Qualls stated Farrell Construction Services requested that there be a payment schedule to be made in three draws. Is there any problem with that?

Mr. Berube responded there was retainage as part of the contract. I am talking about the 10% retainage at the end.

Mr. Qualls stated correct. Before final payment is made, the project must be completed on time and meet your standards and the engineer's standards. If it takes too long, the contract will authorize a portion of that final payment to be withheld by the District.

Mr. Berube stated the contractor estimated 60 days plus weather- and owner-related delays. We changed that to 75 days to be complete, and we added a 10% liquidated damages clause to ensure that he gets it done within the 75 days. We have not done this with the past two contractors, and it has gotten us into trouble. You do not have any leverage if you do not have any muscle in the contract. That is why we built it in. He did not argue with it and that is okay.

Mr. Qualls stated as you know your standard contract requires insurance, and we have received the certificate of liability insurance. They have \$1 million, which is your requirement for each occurrence. They have a general aggregate of \$2 million, which I believe is more than you require. They do not carry worker's compensation insurance. I guess they have an exception for that. They do not carry independent contractor's coverage for bodily injury and property damage in connection with the subcontractors operation. They do not carry employer's liability coverage. They do not carry professional liability insurance. He also crossed out the automotive liability insurance for bodily injuries of less than \$1 million. I need your approval if you are still comfortable moving forward, although they do not have those items.

Ms. Kassel stated Farrell Construction Services has done plenty of other projects for us without that insurance, apparently.

Mr. Berube stated for whatever reason, he apparently just told us on prior contracts that he had coverage because the contract is standard. This time, for whatever reason, we must have asked for certificate of liability coverage, and maybe we did not ask for that in the past.

Mr. Qualls stated we asked for that. We did not change that. Maybe they did not have it this time and last time he did.

Mr. Berube stated let us go over the coverage that he does have. He has commercial general liability of \$1 million for each occurrence, \$100,000 damage to premises, \$5,000 for medical, \$1 million personal and injury, \$2 million general aggregate, \$2 million products, comprehensive. I do not know. You are the lawyer.

Mr. Qualls stated if you ask a lawyer about liability, the lawyer is probably going to say to cover it to the max, but I think it is a policy decision.

Mr. Moyer asked does our contract have indemnification?

Mr. Qualls responded yes. It says the contractor agrees to indemnify and hold harmless the District and its manager, officers, agents, and employees from all liability, claims, and actions.

Mr. Berube stated this says \$1 million in commercial and general liability. That seems pretty encompassing to me.

Mr. Qualls stated yes. That is part B. You have five insurance requirements, and they do fulfill part B.

Mr. Berube stated I am going to look at the District manager, and he is nodding his head that he is comfortable with this.

Mr. Moyer stated I can tell you that worker's compensation, if it is a small enough firm, there are exemptions that are permitted, but he is still liable for any injuries to his people if he waives the worker's compensation. That is why I asked about the indemnification. I do not want the employee coming back to sue.

Mr. Farnsworth stated if he comes back, it is not on us.

Mr. Moyer stated that is right.

Mr. Walls asked does that indemnification extend to his subcontractors?

Mr. Qualls responded we really researched the pond consulting since Ms. Jen Dwyer did not have any insurance. We can just add that language to the contract and send it back to Mr. Farrell. I think you understand my direction there. I have a quick update on the pond consultation services contract. We sent everything to Ms. Dwyer. She did get back to us several days ago. She said that she was comfortable with the contract. We asked her to sign it and scan it. She took pictures with her iPhone. That is cool and all, but we like to have the original for the records. We are waiting on that and will give a report at the next meeting. Right now, there is no binding contract as far as we are concerned.

Mr. Farnsworth asked has she agreed?

Mr. Berube responded yes.

Mr. Qualls stated there is indemnification language. She verbally agreed with my paralegal. I have not seen it in writing. The last item is the piggybacking. We sent a

memo out on March 11. I hope everyone had time to digest it. I tried to make it fairly simple so we can go straight to the conclusion. I laid out what I think the Board's action would be at this meeting, if you all agree. We attached the competitive procurement documents. This is the one that Ave Maria used, and we had to make sure of the determination if the procurement utilized by Ave Maria matches the procurement that you use. We advised that we think that it does, but I think there should be an official finding of that on the record by the Board.

Ms. Kassel stated my only question is, most of the scoring that they use to evaluate the bidders is the same. We have traditionally in the last number of years had an additional criterion, which is Florida Friendly landscaping. I do not know if that is minor enough that it does not matter.

Mr. Qualls asked since it happened that Davey was awarded this contract, does Davey use Florida Friendly landscaping?

Ms. Kassel responded we selected them, so obviously that weighed into the criteria.

Mr. Berube stated to be clear, we effectively are modifying the existing contract with Davey, so the terms of the existing contract are going to remain in effect, except for the final price. Is that correct?

Mr. Qualls responded yes. I think the last thing is to negotiate that.

Mr. Berube stated my point is that if we are Florida Friendly now and this contract is going to move ahead, it is going to cover the Florida Friendly aspect that he is concerned about.

Mr. Qualls stated right. When you compare the contracts that you have now with the one that was competitively awarded to Davey by Ave Maria, they are substantially equivalent. There has to be room there to negotiate. Otherwise, it does not make sense. I think the more appropriate starting point for negotiation is to look at the contracts that you currently utilize and make sure that all those boxes are checked. If there is an exception like you pointed out that Ave Maria does not have, I think the Board needs to consider if you are still comfortable moving forward. What your procurement talks about is how you go about noticing it, evaluating it, and so forth. There is wiggle room in your procurement process for the parameters you use for the evaluation.

Ms. Kassel stated my only concern in bringing it up is that I do not want that to be unexamined, if you will, so someone can come back and it bites us because we have

traditionally done that or we have done that the last several times. If we are not attending to it in the piggybacking process, in some way, I want to make sure that we address it.

Mr. Walls stated the scoring matrix is just a review of the proposal.

Mr. Qualls stated you said it much better than I did. Just because Ave Maria did not score that does not mean you cannot negotiate for that in the contract.

Mr. Moyer stated right, or you just award the contract based on Ave Maria and do a no dollar change order under the contract.

Mr. Walls stated we amended the contract many times.

Mr. Berube stated we are just going to bring it all together into a new four-year contract at that rate. My personal opinion is that I agree with you that the two are substantially equal in all manners. I did not catch Florida Friendly, but I do not think that is substantial or that we have to worry about it. Is everybody comfortable with the piggyback proposal that they provided us?

Mr. LeMenager responded sure.

Mr. Qualls stated for the record, what I said here is important. There could still be a bid protest, but what I would ask is a motion that the Board finds that Ave Maria utilized a competitive procurement process that meets the requirement of the CDD, as provided by Section 189.053, Florida Statutes.

Mr. LeMenager made a MOTION to approve the competitive procurement process utilized by Ave Maria CDD as meeting the requirements of the Harmony CDD procurement process specifications, as provided by Section 189.053, Florida Statutes.

Mr. Walls seconded the motion.

Mr. Farnsworth asked are we merely acknowledging that they did things right?

Mr. Qualls responded no, you are acknowledging that Ave Maria CDD's procurement process meets this District's procurement process specifications. It is very important because you are piggybacking on their procurement. It is crucial that they follow the procurement process that meets this District's standards, or I would not advise you to do it.

On VOICE VOTE with all in favor, approval was given to the competitive procurement process utilized by Ave Maria CDD as meeting the requirements of the Harmony CDD procurement process specifications, as provided by Section 189.053, Florida Statutes.

Mr. Qualls stated the second request is for the Board to make a motion that the scope of services in the recent contract, competitively procured by Ave Maria, is substantially similar to the CDD's scope of services.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the scope of services in the recent contract competitively procured by Ave Maria CDD, being substantially similar to the Harmony CDD's scope of services.

Mr. Qualls stated the last step is, if the Board determines this, I would ask for a motion that one Board member, because of Sunshine Law requirements, and professional staff undertake the negotiation process with Davey to procure the landscape and maintenance services when the current contract ends, which I believe is September.

Mr. LeMenager asked do we need to decide on the Board member?

Ms. Kassel responded one Board member and staff.

Mr. Qualls stated I do not know that you need to do it tonight. Do you want us to move forward and negotiate having made those two determinations?

Mr. Farnsworth asked why would you not?

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to authorize one Board member and professional staff to undertake the negotiation process with Davey to procure the landscape and maintenance services when the current contract ends.

Mr. LeMenager stated I nominate Ms. Kassel.

Mr. Qualls stated this is just a point person for me to bounce items off.

Mr. Walls stated so we will not be able to talk about the finer point of things, and it is probably going to largely mirror what we have now.

Mr. LeMenager stated no disrespect to Mr. Berube, but Ms. Kassel is a good negotiator.

Ms. Kassel stated okay.

*There was consensus from the Board for Ms. Kassel and District counsel to negotiate with Davey.*

**C. Field Manager**

**i. Dock and Maintenance Activities Report**

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

**ii. Facebook Report**

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

Mr. van der Snel stated the Facebook report should be for February and March.

**iii. Buck Lake Boat Use Report**

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

Mr. Berube stated everything is looking lovely. We appreciate all your hard work.

Mr. Walls asked what about the new boat?

Mr. van der Snel responded I called them three times and even the guy that I call constantly is getting tired of it. We will not receive it until April 12 because it is a custom boat.

Mr. Berube stated we bought a special boat at a special price.

**TWELFTH ORDER OF BUSINESS**

**District Manager's Report**

**A. February 29, 2016, Financial Statements**

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

Mr. Moyer stated we collected 78% of our non-ad valorem assessments and are \$37,136 under our expense budget. When you look at the financial statements, you will see that we are slightly over budget on administrative, but if you go back to the top, it says that there is miscellaneous income of \$7,200. That is the offset to the amount that we are over budget at the bottom, and that is because of the developer's reimbursement to the District. It is shown as revenue, not as an offset.

Mr. Berube asked was that the legal reimbursement?

Mr. Moyer responded yes.

Mr. Berube stated I noticed that, too, but I thought that it was \$5,000.

Ms. Kassel stated no. There was a recap in this month's agenda package.

Mr. Berube stated I saw the recap but I thought that we sent them a bill for \$5,000. Something is off.

Mr. Moyer stated I will look into it. We are under budget and pretty much right where we were last year with the collections and assessments.

Mr. Qualls stated tomorrow is the final day of the tax payoff, so that amount will increase substantially.

Mr. Farnsworth asked what is this unassigned number?

Mr. Moyer responded it is called fund balance, which in a business sense would be like retained earnings. It is monies that are available to the District that have not been otherwise allocated to a reserve account. If you look at the balance sheet, you have reserves that have been identified. Most of that fund balance is monies that we are collecting in this fiscal year that we will use from April 1 through the end of October, when we will not receive much assessment money.

Mr. Walls stated we will draw it down.

Mr. Farnsworth stated I did not understand what that number was.

Mr. LeMenager stated we just moved forward to spend \$290,000 on street lights. That is half of that number.

Mr. Farnsworth stated this is a balance side to some of the line items where the \$330,000 was committed.

Mr. Moyer stated that is correct. Some of that \$330,000 will come from that unassigned fund balance.

Ms. Kassel stated that is because that is the balance sheet and the other one is the income statement.

**B. Invoice Approval #191, Check Register, and Debit Invoices**

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

Mr. Berube stated I just want to point out that our \$600 contract for pond maintenance has generated \$1,065 in legal fees so far.

Mr. Qualls asked really?

Ms. Kassel responded yes and the piggybacking has cost us \$2,700.

Mr. Berube stated I am just saying that we need to be mindful of these things when we discuss these small contracts because it very quickly becomes more expensive than you anticipate. We are not done with that contract yet. There could be additional bills because that is only through the end of February.

Mr. Qualls stated there is nothing else that we have to do on the pond maintenance contract. I am now pushing things to my paralegal.

Mr. Berube stated I am just making an observation that this small legal contract with legal fees in the background gets surprisingly expensive. You are here for a reason and we appreciate that. I am pretty confident that we billed the developer \$5,000 and received \$5,000. I know that the spreadsheet said \$7,000. We are not done with the rearrangement proposal yet.

Ms. Kassel stated they sent a check.

Mr. Berube stated I understand. I would like to know the final numbers on that next month because if we are behind the curve with billing them, I think that we need to bill them for the additional cost.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #191, check register, and debit invoices, as presented.
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### **C. Discussion of General Election**

#### **i. Qualifying Information**

Mr. Moyer stated there are materials in your agenda package that are part of this meeting file that is on the website. As all of you are aware, we have an election coming up on November 8. Anyone who is interested in running for the position of Supervisor needs to follow certain requirements of general election law in order to appear on the ballot in November. There are two ways to qualify. One is by petition and you can obtain the form from the Supervisor of Elections, who is Ms. Mary Jane Arrington. If you desire to file by petition, you need to get signatures from 25 residents: registered voters and residents of Harmony. You need to submit those petitions to Ms. Arrington on or before noon on May 23, 2016. If you miss this deadline, you can qualify by going down to the Supervisor of Elections office between noon on June 20, 2016, and noon on June 24, 2016, and pay a \$25 qualifying fee, and then you will subscribe to the candidates oath of office. Then you will be qualified and appear on the November ballot if others

are running for your seat. The seats that are up for election in this cycle are Seat 1, which is held by Mr. Farnsworth, Seat 3, which is held by Ms. Kassel, and Seat 5, which is held by Mr. LeMenager. That is what you need to do if you are going to run for election.

**ii. Consideration of Resolution 2016-02 Confirming the District's Use of the Osceola County Supervisor of Elections to Continue Conducting the District's Election of Supervisors in Conjunction with the General Election**  
Mr. Moyer read Resolution 2016-02 into the record by title.

Mr. Moyer stated this resolution puts Ms. Arrington on notice that we are going to utilize her services to conduct this election.

On MOTION by Mr. Berube, seconded by Mr. Walls, with all in favor, unanimous approval was given to Resolution 2016-02 confirming the District's use of the Osceola County Supervisor of Elections to continue conducting the District's election of Supervisors in conjunction with the general election.

**D. Consideration of Facility Usage Application for the Harmony Pool Club**

Mr. Moyer stated this is a permit request from Harmony Community School's learn to swim program for the Swim Club from May 9 until May 13 and May 16 until May 20 from 9:30 a.m. to 12:15 p.m.

Mr. Berube stated that has been routinely approved in past years.

Mr. Moyer stated correct.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the use application from Harmony Community School for the learn to swim program, as described.

**THIRTEENTH ORDER OF BUSINESS                      Supervisor Requests**

Ms. Kassel stated I would like to have a concrete pad put in the corner of the big dog park. It has gotten very muddy there. That is where the faucet is, and sometimes it is left open. It is a concrete pad with a drain.

Mr. LeMenager asked does that require a permit?

Ms. Kassel responded I do not know.

Mr. Berube asked would this be right behind the shed?

Ms. Kassel responded yes, between the shed and the fence.

Mr. Berube asked does the shed still get used?

Ms. Kassel responded we have people who expressed an interest in reviving the agility class, and that is where the agility equipment is. We are waiting on hearing from certain people if they are actually going to partake in the agility classes.

Mr. Berube asked is the shed on a concrete path?

Ms. Kassel responded yes, it is. There is an extension of the existing concrete path.

Mr. Berube stated I understand that. Do you have a timeframe of when you will have a determination on usage of that shed?

Ms. Kassel responded there is agility equipment in the shed. Even if it is not this month or next month, that shed and that equipment is there for the purpose of providing agility equipment for the residents to use. It is under supervision because you cannot just leave it unlocked. It will disappear.

Mr. Berube asked who owns the agility equipment?

Ms. Kassel responded I do. We never made a determination. I raised the money for the shed and collected the agility equipment.

Mr. Berube asked do you want to duplicate the pad?

Ms. Kassel responded I want to extend the pad and put a drain in.

Mr. Berube asked as the same size of the shed?

Ms. Kassel responded probably less.

Mr. Berube asked is the shed four feet by four feet?

Ms. Kassel responded no. It is six feet by eight feet.

Mr. Berube asked Mr. Boyd, would that require permitting?

Mr. Boyd responded with something like that, it is so small, as long as we are not changing drainage patterns, which we would not be, I do not think we would need a permit.

Ms. Kassel stated the spigot needs to be replaced. It is broken and leaking out the top.

Mr. van der Snel asked is it the existing drain?

Ms. Kassel responded I do not know. If you slope the pad to the drain, it is near the back. You only have a couple of feet of drain out into the wetland area behind it.

Mr. Berube stated the logistics of it is, if the pad is six feet by six feet, that is 36 square feet and four inches deep. You are talking about two yards of concrete.

Mr. van der Snel stated maybe we can combine it with Mr. Farrell's sidewalk work.

Mr. Berube stated that is not a bad idea. The problem is getting a concrete truck in there to pour the concrete.

Mr. Walls stated that is going to be tough.

Mr. Boyd stated it sounds like a guy with a bag of concrete and hand mixing it onsite.

Mr. Berube stated if we are going to do that, we have staff, and we can rent a mixer. You cannot roll a concrete truck onto sidewalks.

Mr. van der Snel stated we would need a pallet of concrete. Does it have to be six feet by six feet?

Mr. Berube responded I do not know. How big do you want it?

Ms. Kassel responded I have not measured the area. I mentioned it to Mr. van der Snel, and he said that we need to discuss it at the CDD meeting. I am guessing that it is probably about six feet by six feet.

Mr. Walls stated we can just explore it and come up with a design.

Mr. Berube stated measure what we have so it will fit.

Mr. LeMenager stated we are all open to doing something. Just give us your proposal.

Mr. Berube stated figure out how much concrete you are going to need. Our staff can form it.

Mr. Boyd stated another option would be, which may not be the solution you are seeking, patio blocks and some gravel.

Mr. Berube stated that is what I was thinking.

Ms. Kassel stated it would still need to be done so that it drained outside of the fence. It would need to be sloped.

Mr. Berube stated Mr. Walls has done work with concrete fines at his house and can offer some advice as needed on getting a nice slope. Is a pad acceptable to you?

Ms. Kassel responded yes.

Mr. Berube stated we have access to concrete fines.

Mr. van der Snel stated we have used them.

Mr. Berube stated we can get more. If you are happy with a pad, our guys can do it.

Ms. Kassel stated as long as it is sloped and is done so that dogs will stay away from it. Dogs will dig in wetness. Outside of the pad, there is a hole that is already four inches deep. Because it is wet there, the mud builds up and the dogs dig.

Mr. Berube asked how about if the pads go in at grade level or slightly above and we surround all of that? We have tried rock before.

Ms. Kassel responded paving stones is a good idea, as long as they are set up high enough that the surrounding area does not drain onto them like the entrance to the big dog park from the Primrose Willow side. That entrance is constantly being inundated with shell path material, and when it rains, it all covers all of those paving stones.

Mr. Berube stated it needs to be fairly dog proof and maybe sod right up to it. We will give it some thought and get it done.

Mr. Farnsworth stated I wanted to compliment Mr. van der Snel on the dog park picnic tables.

Mr. van der Snel stated thank you.

Mr. Farnsworth stated I was hoping to get an update on any reaction from First Service Residential or the HROA.

Mr. Berube stated the HROA is out for proposals right now on revising their website and having a Harmony-specific First Service Residential website. It will be the HROA's website here and controlled here. Ms. Rose Meister decided that she needs three quotes. I do not know where that came from. They already have one or two. Sometime in the next quarter or so, we should a proposal for having a new HROA website to be direct and locally controlled. There are two people in this room who sit on that Board who will be able to get that done. We are in good shape.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

The next meeting is scheduled for Thursday, April 28, 2016, at 6:00 p.m.

On MOTION by Mr. Berube, seconded by Ms. Kassel, with all in favor, the meeting was adjourned at 8:40 p.m.
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Gary L. Moyer, Secretary

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Steve Berube, Chairman