

# **MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, June 25, 2015, at 6:00 p.m. at Harmony Community School, 3365 Schoolhouse Road, St. Cloud, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Danny Gough	Bio-Tech Consulting
Larry Medlin	Bio-Tech Consulting
Gerhard van der Snel	District Staff
Residents and Members of the Public	

## **FIRST ORDER OF BUSINESS**

### **Roll Call**

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

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

## **SECOND ORDER OF BUSINESS**

### **Audience Comments**

There being none, the next item followed.

## **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes of the May 28, 2015 Meeting**

Mr. Berube reviewed the minutes of the May 28, 2015, meeting and requested any additions, corrections, notations, or deletions.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the May 28, 2015, meeting.
---

## **FOURTH ORDER OF BUSINESS**

### **Subcontractor Reports**

#### **A. Aquatic Weed Control - Bio-Tech Consulting Monthly Highlight Report**

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

Mr. Berube addressed concerns with the algae.

Mr. Berube stated you hear the word “invasive” and it seems like a disaster story, but in this limited ecosystem, tell me why we need to get rid of invasives.

Mr. Gough stated because they are going to take over your ponds. Hydrilla and torpedograss are going to choke out your good vegetation. When you start filling up these ponds with hydrilla, it will choke out the outfall structures and the flow of the ponds. It can change a lot of things. As far as the grass on the perimeters, you have all of these beautiful, natural plants that grow around it. If we do not do anything about the torpedograss or cogongrass, there is not a selective way to get rid of that. We spray it and it dies. We cannot try to handpick all of the grass throughout to try to keep all of the good plants on top of all of the bad plants; the bad plants will take over. There is no selective way to spray grass out of grass. You either keep it, you kill it, or you maintain it monthly, like we have been doing. You will not see as much impact if you were to move treatments to quarterly. If you had a quarterly stretch over June, July, and August, and we did not treat at all over those three months, the ponds are going to look bad in September. You will see a lot more of us. We will come out with a bigger crew. You will see more death, which is not ultimately what you are looking for. It sounds like we use a lot of chemical, but we really do not. If we use a lot more chemical, there will be a lot more impact quarterly than there would be monthly. We had this conversation before about changing everything from monthly, and I do not think that it will work. You keep your ponds natural, but there are also a lot of invasives including torpedograss and cogongrass, which grow like wildfire. They grow faster than your native plants and the ones that you want that keep your golf course and your neighborhood looking beautiful. Moving to quarterly treatments, you will see more impact because your ponds will outgrow. The torpedograss will eventually cover them. They can possibly fill up with hydrilla. You mentioned just letting them fill with algae. The ponds will not look great aesthetically, and when we have to treat it, we have to use a lot more chemical to treat an entire pond that is completely covered with algae, whereas I can probably go with maybe 10 gallons and spray a small ring around it.

Mr. Berube stated the major control would have been to control algae.

Mr. Gough stated we rarely spray for algae here.

Mr. Medlin stated it also keeps the fish alive. More than aesthetics, letting torpedograss grow will actually affect the function of the stormwater ponds by clogging

them. The engineer would agree with me. Clogging structures could possibly cause flooding. That is the most important aspect of this.

Mr. Berube stated the last concern that we have is, some ponds are clear cut and some let a buffer grow. From your perspective, should we have a buffer that grows a foot or two before it gets cut, or is it better to clear cut all the way to the water's edge?

Mr. Gough stated I like the fact that you clear cut once a year; however, you do it because it opens it up slightly so I can get to some of the material that is in the water. Broomsedge is the number one thing that you have growing around your ponds, and at a certain time of year, it blooms and looks pretty. Then you mow it in the fall. It gives us more access to spray out into the water so I am not traversing through this buffer zone to get some torpedograss that otherwise I would not be able to see by driving or walking by.

Mr. Berube stated so overall the buffer zone is a moot point for the aesthetics of the pond.

Mr. Gough stated yes, you can take it or leave it. It is either way.

Mr. Medlin stated you have some vegetation that is going to take up the nutrients in that pond quicker. You will have more algae blooms if you do not have that vegetation ring in that pond. Those nutrients will be taken up at some point by something, whether it is algae or the native plants.

### **B. Landscaping - 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. Berube stated no one is representing Davey Tree. They had something else come up tonight.

Mr. LeMenager asked why is there no invoice for Davey Tree?

Mr. Berube responded it is probably a timing issue. Their invoice is \$32,000 per month.

Mr. LeMenager stated I noticed that our invoices are only \$62,000 this month, which is low.

Mr. Berube stated accounts payable is a bigger number, and now we know why. We need to decide whether or not to go out for an RFP.

Mr. LeMenager asked is the threshold \$140,000?

Mr. Moyer responded \$195,000.

Mr. Berube stated we will probably go out for an RFP unless we can find a way to continue with them.

**FIFTH ORDER OF BUSINESS**

**Developer's Report**

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Engineer**

There being nothing to report, the next item followed.

**B. Attorney**

Mr. Berube asked did anyone hear from Mr. Qualls?

Mr. Moyer responded no, but the weather going through Orlando was terrible.

Mr. Berube stated usually he is here hours early.

**C. Field Manager**

**i. Dock and Maintenance Activities Report**

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

Mr. LeMenager stated you are doing a fine job.

Mr. van der Snel stated thank you.

Mr. Berube stated everyone is happy.

Mr. van der Snel stated yes.

Mr. Walls asked how is the staffing?

Mr. van der Snel responded good. I hired a new guy, and he started last Tuesday.

Mr. Berube asked how many new employees did you hire?

Mr. van der Snel responded one guy I hired decided not to show up because his phone was stolen, and he could not get to work. I hired the second runner-up. He is doing great and will take over for Mr. Sean Keating as the dockmaster. He is local from St. Cloud.

**ii. Buck Lake Boat Use Report**

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

**SEVENTH ORDER OF BUSINESS**

**Discussion Items**

Mr. LeMenager asked do we have to take a four-hour ethics course each year?

Mr. Moyer responded no. I will send to all of you a ruling by the Commission on Ethics saying that you are not a municipal official. You do not need to attend this course.

Mr. Farnsworth asked does the District manager or the District have available a projector that ties into a small PC? Sometimes when we are talking back and forth and looking at documents and people have different input, it would be so much easier to have something that everybody can see at the same time rather than looking back and forth and trying to figure out where everybody is.

Mr. Berube stated I think that we are going to have some discussion about potentially moving back to the Champions Grill room. When they set up that room, they typically put a screen and projector on a table, which you can connect to your laptop. They also have a sound system they have made available to us.

Mr. Farnsworth asked do they have a projector that we can use?

Mr. Berube responded yes. They are there for every single event. If we go back to that room, that will solve that request.

Mr. Farnsworth stated for the time that I have been here, I do not ever remember using it. It is great that it is there.

Mr. Berube stated it is part of the room setup.

Mr. Walls stated I noticed that there were a couple of vandalism issues, mostly at Lakeshore Park with the message board. Can we install cameras?

Mr. van der Snel responded we can install cameras but we do not have internet. I investigated using an air card, but Sprint told me that an air card is for light office use. Currently, we are having problems with the camera feed going into my office. I have an air card, but it is not made for all of those images. The air card is for emails and light internet use. If we want to have an air card over there, that probably will not work.

Mr. Walls stated I was thinking about a deer camera like we had before.

Mr. van der Snel stated there are wireless cameras that will record two or three days. Then you can review the footage. Those are available. Vandalism is there.

Mr. Walls stated it looks like it happened more than once.

Mr. van der Snel stated we just put up a new message board and three days later, someone threw a rock at it. Those cost \$40. It happens. We also had vandalism in the restrooms. We can try putting a camera there.

Mr. Berube stated like the pool cameras, you can catch something going on. When you look at these images, you can see the people, but if you do not know who they are, it does not do you much good. It is the cost of catching people on cameras versus the ability

to do something with them. What do you do with the images once you have them? We got lucky with someone who caught the kids trying to steal the boats, and we were able to get the sheriff involved.

Mr. Farnsworth asked what is the resolution limit on the cameras? In other words, if you have a higher resolution but it takes fewer pictures, like one every couple of seconds so you do not go over the maximum storage capacity, is there any option in increasing the quality of the pictures but taking fewer of them?

Mr. Berube responded he has good quality pictures now where you can see people.

Mr. Farnsworth asked can you see their faces enough to identify them?

Mr. Berube responded yes.

Mr. van der Snel stated we are currently installing two cameras at the Swim Club. One is directed to the kiddie pool, and one is directed to the exit button.

Mr. Berube stated the real deal is if you get a video that is nice and clear. We had this discussion with the attorney. It is a public video. We can post the video online and ask if anyone can identify these people. Though it may be legal, I am not sure what kind of uproar that would cause.

Mr. Farnsworth stated the reason I asked the question regarding the quality of the video is because I have seen some videos like the security videos in 7-11 when someone robs the place. I looked at those pictures, and there is no way to possibly identify somebody from that video. I was wondering if our cameras were better.

Mr. van der Snel stated it depends if you have an HD quality security system that you pay \$1,200 for or you go on Amazon and get the \$300 one.

Mr. Berube stated here is a real time live shot of the Swim Club parking lot.

Mr. Farnsworth stated it looks good.

Mr. Berube stated that is on a small screen and it is the quality you are working with.

Mr. Farnsworth stated that is a lot sharper picture than most surveillance pictures I have seen.

Mr. Berube stated he upgraded the video. The old video was fuzzy. The problem is that you can discuss it all day long and we can put cameras everywhere. There is a cost to maintain them. Once you catch someone on video doing something, what do you do with it? If you do not know the people, it is worthless.

Mr. van der Snel stated it helps you to determine the timeframe. Like with the Swim Club, I can look at the camera and tell when something occurred, like a fence jumper. I can see the time on the camera and go through the log.

Mr. Berube stated people take their expired cards and try to get in. It logs all that. Then they go over the fence or call someone else to let them in. When you have a timeline, you can look at who swiped what card. He can look at who swiped what card and see that it is expired and see who walked over and let the person in.

Mr. van der Snel stated we had that situation two weeks ago. At 8:45 p.m., somebody jumped the fence. They tried their access card first, which was not smart because now I can go into the log and see who it was and deactivate their card. That is what happens. They will not call me because they know that something happened. For now, we are doing well on incidents. It is only Lakeshore Park that sometimes has problems.

Mr. Berube stated it is a big gathering place that attracts people late at night.

Mr. van der Snel stated it is fairly dark there.

Mr. Berube stated lighting may improve it.

Mr. Walls stated we will think about that. The other item I have is the proposal that you sent to me from Davey Tree for upgrading a park.

Mr. Berube stated I spoke to Davey Tree about that today.

Mr. LeMenager asked where the houses are?

Mr. Berube responded yes.

Mr. Walls stated I am okay with something like that, but it is a drastic change from where that park is right now.

Mr. LeMenager stated my concern is that we spend a lot of money and kids ruin it anyway. We have pretty trees in that little triangular park behind where I live. It always has two or three kids in it. I do not know if we should spend money on small magnolias. We will have kids climbing all over them.

Mr. Berube stated what I was going to bring up as part of the budget discussion is, we had some prior discussions about what to do with that park. I posted four or five months ago about revising that park and turning the gas pipeline easement across the street into the new park area. We would turn this into an urban forest. The entire grassed area of neighborhood G would be made to look like the pine tree oases along Cat Brier.

Mr. LeMenager asked what about the corner? Do we own that or does the developer?

Mr. Berube responded the developer.

Mr. LeMenager asked is that what we were talking about trading near the lake?

Mr. Berube responded it was some piece of land. I do not think that we want this.

Mr. LeMenager stated I think that it would be a great place to put two soccer fields.

Mr. Berube stated that has not escaped attention. I was considering turning the neighborhood G park into an urban forest with all pine trees and pine needles on the bottom, which eliminates the grass. If kids want to run among the pine trees and needles, so be it. We can then convert this area along the gas pipeline, which we own, right across the street. Keep in mind, you are going to have houses here and you are going to bring in 100 more new kids who are going to overwhelm that park, but if we use this gas pipeline, we have 880 linear feet, 75 feet wide. All we have to do is dress it up a little. If we enclose it with shrubbery, we have a park. It is already grassed.

Mr. Farnsworth asked is it wide enough?

Mr. Berube responded it is 75 feet.

Mr. Farnsworth asked is it wide enough for a soccer field?

Mr. Berube responded absolutely. It is the length of Blazing Star all the way down. It is 880 feet.

Mr. LeMenager asked are there any limitations as to what we can do on top of the gas pipeline easement?

Mr. Berube responded we cannot put in anything permanent.

Mr. LeMenager stated we need to see what the easement says before we start putting anything on top.

Mr. Berube stated remember, we already have a dog park and a golf course on top of it. There are trees to the side of the school on top of it. You have a school parking lot on top of it. The developer cut across that easement with two roads across the street. You do not have to tell anybody anything. The only restrictions are when you build something permanent, like a road or a pavilion that has a concrete base. For recreational use, it is wide open. You are going to have a neighborhood row of houses with a 40-foot landscape buffer behind it between the houses and the gas pipeline easement. That is where the landscaping is going. From the edge of that landscaping to Butterfly Drive, you have 75 feet of grass. We can put three-foot or four-foot high podocarpus bushes to enclose it and keep down the noise. There is your instant park. We can put pine trees in that other one.

If kids want to run around between the pine trees and the pine needles, let it go. It is not going to hurt anything. We maintain the drainage in that park. The moms are going to be unhappy because their kids cannot play in their line of sight, but everybody is complaining that the grass is wrecked all the time. We have to do something.

Mr. LeMenager asked are we going to move the swings?

Mr. Berube responded no. The swings will stay where they are.

Mr. Walls stated they are high and dry.

Mr. Berube stated wherever we have sod that is constantly wrecked, I want to remove all of that sod and make it a pine needle base with pine trees. It will be an urban forest. It will very much look like all of those little pine tree beds along Cat Brier. I think that they look pretty and it is simple. The maintenance is putting pine needles in there when needed. It is simple and we save the drainage.

Mr. van der Snel stated the drawing was created by Mr. Jon Rukkila from Davey Tree and Ms. Kassel brainstorming what we could do there. This is not a settled thing, just a setup of how it could be.

Mr. Walls stated I think it is nice but my concern is the same as Mr. LeMenager's, more of kids trampling it a week later.

Mr. Berube stated that used to be a good-looking park. Everything except for the mulch is destroyed.

Mr. van der Snel stated we are afraid of planting anything there.

Mr. Berube stated it is not because the kids are malicious. The kids are just being kids. They are playing with balls and running around. They do not care. Whatever we do there has to be kid proof. There is a whole new set of houses coming over here that is going to add kids. You have neighborhoods H-1 and H-2 coming online that are going to add kids to that park. The people do not want to send their kids over here to play, and they do not want to send them to Lakeshore Park. If that is not close enough for them, I do not know what else we can do.

Mr. LeMenager stated I have little sympathy for that. We have a gigantic park right over here. I appreciate that it is 2015, and I grew up in the 1950s, but if we had to walk six blocks to get to a park, we walked six blocks. What is the big deal?

Mr. Berube responded I agree. The key to this is, people pay good money to live here, and they have certain expectations. We kept it nice. Keep in mind, we have \$100,000 that

came from the bond refinancing that is officially designated for parks and recreation. We have three years to spend it. We can do other things with it and move it around, but I am not advocating spending \$100,000 on this park. I think that the end result is that we have to do something with neighborhood G. We have an opportunity. It is already planted and everything. If we add some irrigation and bushes, you have a park.

Mr. LeMenager stated yes, especially since the developer put those other plants out there that we are responsible for.

Mr. Berube stated you are right. It is finished. The bigger expense will be planting the pine trees into neighborhood G simply because you have to cut out the sod and buy some pine trees.

Mr. LeMenager stated I do think that we need to think about what to do with that corner.

Mr. Berube stated I agree. There may be some horse trading going on with Lakeshore Park, but the developer is going to have to come up with that. Mr. Bob Glantz mentioned one time that he just might deed it to us without a horse trade because he does not want it either.

Mr. LeMenager stated he does not want to build another pool.

Mr. Berube stated exactly right and that is the problem. If we take it over, people are going to look to us to build a pool on our newly acquired land.

Mr. LeMenager stated it is not going to happen.

Mr. Berube stated it has to be filled before he can do anything with it. That is why the developer does not want it.

Mr. LeMenager stated it is like some of the arguments where a vocal minority wants it but the vast majority of folks do not.

Mr. Berube stated when you present it to the people that if they want a \$500,000 pool, then everyone is going to have to pay \$700 or \$800 in a special assessment, the demands for an additional pool will go away fairly quickly.

Mr. van der Snel stated the existing pools are not maximized.

Mr. Berube stated no, only on the weekends. We will discuss the park further as we get into the budget discussion. I think that we can budget it. We just need to decide which way we want to go. I will bring pictures next month. There was a post on Facebook the other day. I do not know if it caught anyone's attention. Champions Grill wants to deliver

food into the Swim Club. At first glance, that seems like a good idea, but there are three other food suppliers here that may also want to deliver food. I think if we are going to allow that, because we have to avoid setting a dangerous precedent, I think that there needs to be an agreement between the CDD and anybody that wants to do business within our pool confines because it is private property, although it is public. What I presented to Champions Grill that they agreed to in principle was that we would give them an exclusive food delivery license for the three months that they want to deliver food to the pool in exchange for us being able to have our meetings in their meeting room at no cost. I received an answer from Mr. Scott Riley late this afternoon saying that in principle, he agreed. You can probably tell that I am in favor of going back to the ballroom for our meetings. This room is okay, but it is not a dignified setting for a meeting. This is made for kids. It was a good idea at first. I think we were all shocked by how much money they wanted to charge us, but I think that we can spare \$125 per month for a meeting room and avoid the problems of having to wait outside for the guy who usually shows up to let us in. During the school year, we have to wait for the kids to clear out, and there are rules and regulations and someone watching the clock to get us out of here. I do not know what the Board thinks, but I am in favor of going back to the ballroom. We should be able to get the first three months for free in our next budget year based on that food delivery tradeoff.

Mr. Walls asked the meeting room aside, from a logistics standpoint, how does the food delivery work? They do not have direct access to the pool enclosure.

Mr. Berube responded my guess is that somebody is going to call Champions Grill to place their order, and someone from Champions Grill will walk over and have to get access in, probably by the people waiting for the food to do the money exchange. I presume that is how that is going to work.

Mr. Walls asked are we talking about bringing alcohol in?

Mr. Berube responded no, food only.

Mr. Walls asked will their also be glass and silverware? I think all of those things need to be worked out in a written agreement.

Mr. Berube responded they know no alcohol is permitted because they asked that question. There will be no alcohol and no glass. I cannot imagine that they are going to want their china plates and silverware going around the pool because collecting them will

be hard. It will probably be takeout boxes. They are already doing that for the golf course.

Mr. Walls asked do we run any issues with an exclusive agreement where they are the only ones that can bring food to the pool?

Mr. Berube responded none of the others have said anything.

Mr. Walls stated it is logistically more difficult, but if they ever wanted to and they had deliveries, they may want to.

Mr. Farnsworth asked would it have to be opened up for a bid?

Mr. Berube stated Mr. Riley said they only wanted July, August, and September, which are the busiest months.

Mr. LeMenager stated it does not prohibit anyone else from doing it. All we saying is that we are giving their employees permission to go inside the Swim Club. Anyone can call Pizza Hut and order a pizza.

Mr. Berube stated they are doing it now.

Mr. LeMenager stated the guy is waiting outside, they go outside the gate, they pay, and they take their pizza.

Mr. Berube stated I really do not care if Champions Grill delivers food there. I just saw an opportunity to use their meeting room and reestablish the rapport with that group. If we can get three free months out of them, that is a good deal. Then we can see what else we can get. That is just my thought. They may figure out fairly quickly that there is not enough business here to make it worthwhile. I do not know.

Mr. Farnsworth asked do we need to make a motion?

Mr. Walls responded we advertised these meetings through September for the school.

Mr. Berube stated that is why we are talking about this now. We are getting ready to advertise for next year.

Mr. LeMenager stated we should just meet here until September.

Mr. Berube stated I do not want to change the existing schedule. If we said yes, the October, November, and December meetings will be free, and if we decide to move all of our meetings over there, which I am advocating, then Mr. Moyer can advertise next year's meeting schedule to be in the ballroom. Whether or not this turns out to be free for the first three meetings of the next fiscal year does not matter. The first step is deciding if

we are going to change our meeting place from here to there, and I am advocating that we do that.

Mr. van der Snel stated one concern I have is with the access card. Someone is going to have an access card that will be in their possession, like with Heavenly Hooves.

Mr. Berube stated no. If people are going to call for food, they will have to meet the people at the gate. We are not going to issue any more access cards. Heavenly Hooves will have their cards deactivated.

Mr. LeMenager stated I am in favor of moving back to the ballroom.

Mr. Walls stated I hate to pay when we already have a free place, and we can always work out something later. My biggest issue with this place is the room is hot. If we can work something out, I would like to move.

Mr. Berube stated we will do the best we can. We are down to \$125 per meeting. It is a lot better than the \$250 we started off with. Mr. Farnsworth, are you okay moving back?

Mr. Farnsworth responded yes.

Mr. LeMenager stated I do not have a problem paying them, as long as it is a reasonable, fair amount.

Mr. Berube stated I think \$125 is reasonable; \$250 was extreme. They have someone there and they set up the room.

Mr. LeMenager stated not only that, but we want to encourage the golf course to stay in business. If the golf course goes under, that is seriously bad news for this community.

Mr. Walls stated there is a benefit from a logistical perspective in terms of having a phone and projector.

Mr. Berube stated as well as a sound system, along with it being professional. The meeting advertisement for next fiscal year will be at the ballroom. Last month, we had a discussion about having a consent agenda, which we eliminated because it was overly complicated. I think that our original intent was missed. I think we wanted to simplify and speed through the agenda. To that point, some of us spend a lot of time on minutes and clarifications to the minutes. Sometimes we get bogged down on invoices and sorting through them. My suggestion would be that we have a deadline. We always receive our agenda packages a week early. A day or two before the meeting, we should provide our comments about the minutes and any changes to Ms. Brenda Burgess so on the day of the

meeting, she can send us an email and post the changes. That way, we do not have to flip through all of the pages.

Mr. Moyer stated that would be great.

Mr. Berube stated by Tuesday, we should have our changes into Ms. Burgess.

Mr. LeMenager stated in all candor, the brief discussions that we have on minutes and the occasional discussions that we have on invoices are a really, really trivial part of what makes these meetings long.

Mr. Berube stated if you do not want to change the agenda, we do not have to change it. We will send our changes and comments to Ms. Burgess, and she will provide the revised minutes a day or two before the meeting so you can see them and have them for your meeting package. The minutes will be approved based on the changes, and the invoices will be approved based on the changes.

Mr. Walls stated for our benefit to understand what is in the agenda package, it is good to work those things out early. If we have any questions on the minutes or invoices, we can provide them by email. I always try to provide my comments by email. Then we can roll through these items.

Mr. Berube stated it is a suggestion that we change to a consent agenda to save five or ten minutes.

## **EIGHTH ORDER OF BUSINESS**

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

#### **A. May 31, 2015, 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 noteworthy is that we have collected 96% of our non-ad valorem assessments as compared to 97% last year at this time, meaning that we are right on target for where we expect to be for this time of year. The direct collections that the District does by billing the developer, we are at 100% of where we need to be on a prorated basis through the year. Revenue wise, we are doing fine. On the expense side, we are \$39,000 over budget, but keep in mind, that also includes the \$161,000 that we paid in this fiscal year for the street light buy down. Overall, we are doing pretty well.

Mr. LeMenager stated so we are \$120,000 under budget.

Mr. Moyer stated yes.

Mr. Walls stated we should be able to catch up.

Mr. LeMenager stated let us pay down more street lights.

Mr. Berube stated the one area that we have a problem with and where we will have to make some adjustments later in the year is the overall landscaping package. Mr. van der Snel, Mr. Rukkila, and Ms. Kassel have been spending money around town making many landscape upgrades and replacing a lot of trees in this neighborhood that have died. You probably noticed a number of changes at the dog park. There has been a nice enhancement around the playground equipment at the dog park. I have been aware of all of this, and we have been making the place look nicer.

Mr. LeMenager stated we are \$120,000 under budget.

Mr. Berube stated it is just going to require some changing in the landscaping. We have not spent all of the landscaping money because we did not do any tree trimming for \$13,000.

Mr. LeMenager asked are we going to do the tree trimming?

Mr. Berube responded no.

Mr. LeMenager asked why?

Mr. Berube responded because it is not the right time of year to do tree trimming. When we do it, we will do it next year, and it will be in next year's budget.

Mr. LeMenager stated we are getting a fair number of trees that are growing into houses.

Mr. Berube stated I know.

Mr. van der Snel stated we are tree trimming as necessary. Cat Brier, Five Oaks, and East Five Oaks were done.

Mr. Berube stated we have Davey Tree doing it as part of their routine maintenance rather than charging us \$15,000 or \$20,000 in one shot. They have been blending it in because they have additional people here, which is nice. I just wanted to make you aware that is what is going on with the landscaping. We have not overspent the entire landscape budget but we are going to have to move money around inside of it. All of the current projects that are open will be paid for within the current budget number. Then we will stop until next fiscal year, except for emergencies.

Mr. Walls stated it is fine to go over budget in one area as long as we are under budget in other areas.

Mr. Berube stated I agree. We are not going to go over budget.

**B. Invoice Approval #182, 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 a couple of months ago, we had a FedEx bill, an OUC bill, and an engineering bill that were incorrect. I know that they were all supposed to be fixed, but I could not see how they were fixed.

Mr. Moyer stated the engineer's invoice was fixed. It was a bond-related expense that came out of the cost of issuance. Mr. Steve Boyd cancelled the check from the District and sent it back to us. I was assured that the other two were taken care of, but I can have the accountant tell you how they did that so you can see it in the financials.

Mr. Berube stated what happened was the FedEx bill was paid, and the accountants were trying to recover the money. The developer was supposed to write us a check for what we paid to OUC, but I do not see it. It may be there, but I could not find it. The FedEx bill was only \$62, but the water bill from OUC was \$1,102.

Mr. LeMenager asked why would OUC send a water bill?

Mr. Berube responded the developer added a water meter for neighborhood H-1, and from some confusion, it was charged to our account rather than the developer's account. All of a sudden, we had a new water meter running for \$1,102 and we wondered where it came from. We traced it back and found out it was supposed to be charged to the developer.

Mr. Walls stated it was about two months ago.

Mr. Berube asked could you check on that?

Mr. Moyer responded yes.

Mr. Walls stated last month, we talked about receiving a refund from Severn Trent for the special assessment.

Mr. Moyer stated I raised that issue with Severn Trent, and they are researching to see if they can find any correspondence from the District that would indicate that they were instructed to do it that way. I said that we would give them the opportunity to do their homework, but if they do not find it, then we will expect that they pay us back the \$11,800.

Mr. Walls stated fair enough.

Mr. Berube stated it should not take much more than the time between now and the next meeting.

Mr. Moyer stated keep in mind, they have to go through hundreds of pages of minutes.

Mr. Berube stated I understand.

Mr. Moyer stated I volunteered to do that for them, but they wanted to handle it themselves.

Mr. Berube stated they can spend all of their time researching that or they can write a check.

Mr. Walls stated I am fine taking it out of next year's budget or however we want to do it.

Mr. Berube stated they can do next year's assessments for free, if that is the agreement, presuming they last that long.

Mr. Moyer stated they know that. The problem with Severn Trent is, it is very difficult to get money out of them. That is why when they made mistakes in the past, they reimbursed on a credit basis so that they do not have to write checks. They may think that your idea of not including that as a line item next year is the way to go, if that is okay with the Board. Then they will know what the income from this District will be, and they can adjust and cover it. That is not a bad idea, Mr. Berube.

Mr. Berube stated it is all the same to us. I know how they do not like to write a check. We have been down this road so many times of recollecting money.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to invoice approval #182, check register, and debit invoices, as presented.
--

### **C. Website Statistics**

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

### **D. Consideration of Arbitrage Engagement Letter**

Mr. Moyer reviewed the arbitrage engagement letter from LLS Tax Solutions to provide arbitrage services.

Mr. Berube stated it seems longer and more involved than the normal one we receive.

Mr. Moyer stated no. Actually, \$600 per year is exactly what we paid last year.

Mr. Berube stated it seems like there is a lot more boilerplate language. Normally it says we are not responsible for anything.

Mr. LeMenager stated it is only three pages long.

Mr. Berube asked is it the same company?

Mr. Moyer responded yes.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the arbitration engagement letter from LLS Tax Solutions to provide arbitration services in the amount of \$600 per year, as presented.

**E. Questions and Comments on the Proposed Fiscal Year 2016 Budget**

Mr. Berube asked do we have a budget workshop tomorrow night?

Mr. LeMenager responded yes.

Mr. Moyer stated I put it on the agenda. I did not expect any discussion tonight.

Mr. LeMenager stated the workshop is not here.

Mr. Moyer stated correct.

Mr. Berube stated it is in the ballroom.

**NINTH ORDER OF BUSINESS**

**Discussion of the Rules of Procedure**

Mr. Berube stated I presume that this is about the package that we received that looks very nice. Ms. Burgess did a great job. Please send condolences from the District to Ms. Burgess on the death of her husband this week. It was unexpected.

Mr. Moyer stated Mr. Farnsworth did a great job of providing input into the structuring of the numbers. Ms. Burgess did a lot of work.

Mr. Berube stated I read through this. The format, notes, appendices, and maps were so far ahead of anything we ever had in the past. Kudos to Ms. Burgess.

Mr. Moyer stated we did not have time to do the required notices to have the public hearing at this meeting, so these rules will be adopted at the July 30 meeting. The first required notice has already run, which is the notice of intent of the District to have a rulemaking hearing. The notice of the public hearing runs the first part of next week. Mr. Qualls has been directing our staff about what notices have to run and provided the form of the notice. We are good to go.

Mr. Berube asked did everyone read through it? Does anyone have any questions, comments, or concerns?

Mr. Farnsworth responded in Section 3.4, something got missed for that paragraph since it just shows (5). It should say Section 3.5.

Mr. Berube asked is that what was sent in this package?

Mr. Farnsworth responded yes. It was in Amendment 1, Part 1, Section 3.4. It was using the old nomenclature that used to be in that section.

Mr. LeMenager stated it is on agenda page 187.

Mr. Walls stated I do not know if we need a rule, but a couple of times in the last couple of weeks, my neighbors and I have been blocked by moving and delivery trucks. What do other Districts do that have alleys? Do they have towing policies? I had to get out and tell these people to move, and they at first, they just looked at me.

Mr. Moyer responded I do not recall a rule in Celebration or Baldwin Park, which is similar to Harmony in having alleys. We rely on the sheriff to enforce that you cannot block the alleys.

Mr. Berube stated the sheriff will not enforce the alleys. We could have CDD field services purchase devices to place on illegally parked cars. They will learn their lesson and will not be back.

Mr. Walls stated I am wondering if we can have some type of towing arrangement. These guys block the alley for hours.

Mr. LeMenager asked what type of trucks are we talking about?

Mr. Walls responded U-Hauls and work trucks.

Mr. Berube stated it happens more frequently than you realize.

Mr. LeMenager stated so someone is moving themselves.

Mr. Walls stated these are professional movers. They were parked right in the middle of the alley. One side has the mailbox and the other side has an electrical box. You cannot go around them. At first I asked them to move.

Mr. LeMenager stated you can always go the wrong way down the alley.

Mr. Berube stated not when they are blocking your driveway.

Mr. LeMenager stated if someone is blocking your driveway, then they are just an idiot.

Mr. Farnsworth asked was it all day?

Mr. Walls responded they moved after I made them move, and then they came back and stayed there for hours. What if I had to leave again?

Mr. Berube stated it is not fair to inconvenience people who live there.

Mr. LeMenager stated you can rant on the open forum on Facebook about the lousy service of this company. We live in a social world, and people do not like negative reviews online. If a moving company is acting like jerks, make sure that everyone on the internet knows it.

Mr. Walls stated I took care of it myself, but some people may not be comfortable doing that.

Mr. van der Snel stated give us a call and we will take care of it.

Mr. Berube stated that is a good point.

Mr. Walls stated perhaps we can have an arrangement with a towing company.

Mr. LeMenager stated I do not know if we want to go that far.

Mr. Moyer stated if you want to do that, then you have to notice it and cite the Florida Statute and the towing company's name and phone number, and then install the signs.

Mr. LeMenager stated I thought some of the posts that you were making on Facebook after the last meeting were slightly uncalled for. Why do I want to have a general statement in there? You start out by saying that you are a layman, and yet we have this nice proposal about what we should do with the ponds from a layman, a very well intentioned layman. At the end of the day, how many times in the past were we talking about environmental issues? Basically, one member of the Board might have had one idea, and the rest of us looked at Mr. Greg Golgowski. We do not have Mr. Golgowski anymore or anyone with the educational background. I think the concern in terms of the rules is what we want to have as a policy or a rule of how we are going to treat environmental issues, not on an ad hoc basis but more planned out. There is also a mistake here. They do not pay CDD fees.

Mr. Berube asked who?

Mr. LeMenager responded the golf course. They pay the bond, but they do not pay any maintenance fees.

Mr. Berube stated that is true. That is the point with the pond treatment. We are paying a lot. The biggest percentage of our pond treatment dollars is going to maintain their ponds.

Mr. LeMenager stated I am not disagreeing that maybe that is something that we should be addressing.

Mr. Berube stated the reason why those guys from Bio-Tech were here is because Starwood called them because Starwood is sensing that the pond treatments are going to change and Starwood wants their free pond treatments. They came here tonight because Starwood told them to come.

Mr. Walls stated I am not opposed to asking the golf course to treat their own ponds. I have said that from the beginning.

Mr. Berube stated that is why we are discussing the pond treatment.

Mr. LeMenager stated I still make the point, in terms of the long-term financial viability of this place, that we do not want to be adversarial with the developer and for sure, we do not want to be in an adversarial relationship with the golf course. If the golf course does not make it, that is really negative for the town and our property values.

Mr. Walls stated they have no interest these days in paying anything for us. It needs to work both ways.

Mr. LeMenager stated that is a good point. There is your horse to trade.

Mr. Berube asked how do you think that \$200,000 got added to the bond refinancing? It was horse trading.

Mr. LeMenager responded I understand. I encouraged you to do it.

Mr. Walls stated they had no say in that. I agree that we do not need to have an adversarial relationship. Do not give them more credit than they are due.

Mr. Berube stated you have to remember that our mandate on those ponds is to inspect them and make sure that they can gather and controllably discharge stormwater.

Mr. LeMenager stated that is their job.

Mr. Berube stated that is all we have to do. We do not need to keep them pretty. It is going to be hard to change what we have done for a dozen years, but that is why I wrote that.

Mr. Walls stated all 12 months of meetings should be free.

Mr. Berube stated Starwood does not control them.

Mr. LeMenager asked who writes the check for the golf course's bond payments?

Mr. Berube responded probably the developer out of the lease fee that Integrity pays them.

Mr. LeMenager stated that is the question to ask them.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

The next meeting is scheduled for Thursday, July 30, 2015, at 6:00 p.m.

On MOTION by Mr. Walls, seconded by Mr. Farnsworth, with all in favor, the meeting was adjourned at 7:00 p.m.
--

---

Gary L. Moyer, Secretary

---

Steve Berube, Chairman