

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, July 28, 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 ( <i>by phone</i> )	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
Rick Mansfield	Davey Commercial Grounds
Gerhard van der Snel	Harmony District Staff
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

### Roll Call

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

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

### SECOND ORDER OF BUSINESS

### Audience Comments

There being none, the next order of business followed.

### THIRD ORDER OF BUSINESS

### Approval of Minutes

#### A. June 30, 2016, Workshop

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

Ms. Kassel stated I sent some corrections to Ms. Brenda Burgess and Ms. Janice Swade.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the June 30, 2016, workshop, as amended.
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#### B. June 30, 2016, Regular Meeting

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

Ms. Kassel stated I sent some corrections to Ms. Burgess and Ms. Swade.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the June 30, 2016, regular meeting, as amended.

**FOURTH ORDER OF BUSINESS**

**Public Hearing for the Adoption of the Fiscal Year 2017 Budget**

**A. Fiscal Year 2017 Budget**

Mr. Moyer stated I am going to recommend to the Board that we bifurcate a process that we heretofore always linked together: adoption of the budget and the levy of the non-ad valorem assessments. With parcel F and the changes that were made, Mr. Qualls and I have been talking. Notice requirements include sending written notice to those property owners who are affected by that change. I forwarded to you a copy of that letter. Most of what has to be contained in that letter is dictated by Florida Statute. The letter advised the recipients that we will have a public hearing for the assessments on August 25, 2016. At that time, anyone can come forward and we can discuss the methodology and how their assessments were adjusted that resulted in what we sent them in the notice. We are not going to do that tonight, but I think we are in a position, since we had a good workshop on the budget, for the Board to entertain public comment, open the public hearing for the budget, and adopt the budget tonight. Then you can consider the assessments next month.

Ms. Kassel asked we do not need a notice regarding the budget hearing?

Mr. Moyer stated we advertised the notices of public hearing for the budget in the newspaper. Florida Law does not require that we send out individual letters for the budget public hearing. Only if we are increasing someone's assessment do we have to send a letter.

Ms. Kassel stated so the advertisement was in the newspaper notifying the public that we are holding a public hearing for the budget at tonight's meeting.

Mr. Moyer stated yes, that is correct.

Mr. Berube opened the public hearing and requested public comments on the budget for fiscal year 2017.

Mr. Steve Hornak stated I am contracted to purchase 3318 Pond Pine in parcel F and will be closing in about three or four weeks if the house is complete. Do I understand that parcel F is going to be merged with the other sections to blend those assessments, as we discussed as a prior meeting?

Mr. Berube stated yes, the developer and the majority of landowners, which are the two builders, offered additional lands – parcels A-2, M, F, and H-2 – to provide a more amenable budget adjustment and a more equitable assessment for 50- and 52-foot lots across the entire area of Harmony.

Mr. Hornak stated it is equitable for everyone except for parcel F that has already been contracted for purchase of homes.

Mr. Berube stated as Mr. Moyer indicated, we will have a separate public hearing next month for people who will receive the letter detailing the assessments. Those letters have already been mailed, and the affected home owners will receive that letter. We will have a separate public hearing for the assessments next month.

Mr. Moyer stated I was under the impression that Mr. Hornak had already closed on his house.

Mr. Hornak stated I have not. It is currently delayed.

Mr. Moyer stated the person who will get the letter will be the builder because the list of people we mailed the letter to came from the property appraiser. I was under the impression that you had closed on your home, so you will not get a letter about the hearing. You probably need to talk to your builder and have him give you that letter.

Mr. Hornak stated I will have hopefully closed before that assessment hearing. This is a non-ad valorem assessment. My understanding is the reason it is non-ad valorem is because everyone is supposed to pay into the facilities equally.

Mr. Berube stated I understand your concern that you think your assessment is rising based on what is going on. The fact is, for the assessment established for neighborhood F that has been adopted and available on the website since last year, that is what you will pay when you close on your lot, and it is exactly what this CDD provided and put up front. That has not changed.

Mr. Hornak stated it is changing for next year.

Mr. Berube stated yes.

Mr. Hornak stated my objection is that it is changing unfairly.

Mr. Walls stated I think we need to have this conversation next month.

Mr. Berube stated I agree.

Mr. Hornak stated I am willing to do that.

**B. Resolution 2016-04 Adopting the Budget for Fiscal Year 2017**

Mr. Moyer read Resolution 2016-04 into the record by title.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to Resolution 2016-04 adopting the budget for fiscal year 2017.

Mr. Berube stated hearing no further comments, I will close the public hearing.

**C. Resolution 2016-05 Levying the Assessments for Fiscal Year 2017**

Mr. Moyer read Resolution 2016-05 into the record by title.

Mr. Moyer stated I will ask the Board to open this public hearing and continue it until August 25, 2016, at 6:00 p.m.

Mr. Berube stated I will open the public hearing for consideration of the levy of assessments for fiscal year 2017.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to continue the public hearing for the levy of assessments for fiscal year 2017 to August 25, 2016, at 6:00 p.m.

Mr. Berube stated hearing no further comments, I will close the public hearing.

**FIFTH 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 or on the website.

Mr. Mansfield stated over the past month, we have been transitioning with the new manager that we met last week. Things have not gone as well as we anticipated. We had a few maintenance issues with lawn care and weeding. We decided to address that by putting a lot of extra labor here last week. This week, I authorized any overtime or help they need to get everything done. Regarding the lawn care issues, we have an outside service coming here Monday. I will be meeting them here Monday morning to do a treatment for all the lawns to treat insects and things of that nature and also to do a fertilization to try to address those items. Whatever condition the sod is, we will address after that point.

Mr. Berube stated we have had a certain number of issues in recent months that have been increasing in intensity and in scope. They came to a head, so Mr. van der Snel, Mr. Mansfield, Mr. John Rukkila, and I had a meeting last Friday to address them. The end

result of that was, Mr. Rukkila was here with about 12 crew members from other Davey properties to do a lot of catch-up. I think you still have some additional labor around. I think a number of issues got out of hand with the heat and the rain, along with the management change at Davey.

Mr. Mansfield stated that is correct.

Mr. Berube stated I was reasonably happy in estimating that things will get under control. There has been a change. The crews have been here weeding many of the beds and are pulling out bags and bags of weeds as well as various other things. I am cautiously optimistic that it will get caught up, and the management change will take effect. What I heard was, if it does not, then they will make more personnel changes to keep things moving forward.

Mr. Walls stated that is good because I have heard several complaints from residents about the weeds and the timeliness in trimming and that kind of thing, which was surprising to me around the contract renewal time. Hopefully with that meeting, we will be good to go. I have noticed in the past several days that it is looking better. Some of the beds that I have gone by are cleared out. Hopefully you will keep up with that.

Mr. Mansfield stated yes, absolutely.

Ms. Kassel asked what is happening with the trees?

Mr. Mansfield stated it is my understanding from Mr. Rukkila that the test was inconclusive, so we did another test and sent it back. They asked us to take samples from additional places. We should have those results by the middle of next week. I will ask Mr. Rukkila send an email to all of you as soon as we receive it.

## **ii. Contract Renewal**

Mr. Berube stated we received a copy of a tentative agreement dated July 7, which looks like a copy of the contract that we are choosing to piggyback. A number of details need to be cleaned up, such as punctuation and spelling errors. Because of the fact that we are piggybacking and that contract breaks out mulching, irrigation, annuals, terms, and other details, the number in this contract is significantly less than what we are currently paying. I understand we are going to continue at the current rate. In talking with legal counsel before the meeting, we are going to make the mulching and annuals a separate contract because they need to be adjusted.

Mr. Mansfield stated that is correct.

Mr. Walls asked will they be separate contracts altogether?

Mr. Qualls stated yes.

Ms. Kassel stated before we go further with that, one of the things that Mr. Berube had said in a previous meeting was to make sure we get a warranty on sod. The issue is that Mr. Mansfield said Davey does not want to warranty any kind of plant material if they do not have irrigation as part of the contract. In other words, if we retain irrigation, nothing is warrantied.

Mr. Berube stated to address that, six or eight months ago, we asked Mr. Garth Rinard and Mr. Rukkila if Davey wanted to handle Maxicom to address those issues. They thought about it and ultimately said no. Our agreement rolled forward. I would like an agreement from Davey that they will be responsible for sod life for any reason except for water issues, meaning someone from Davey needs to let Mr. van der Snel know that an area is dry and turning hot, preferably in writing so we do not have any issues with “he said, she said.” That was working fairly well. As this contract rolled through, I requested we add that terminology that Davey will be responsible for sod unless it is a water issue that we are ignoring. I thought that was reasonable, and at the time, Davey personnel agreed. If Davey wants to take over irrigation, we can discuss it. If Davey takes over irrigation, then who will maintain Maxicom when it is broken? I foresee that we are going to get into a finger pointing contest. It is always going to be a battle between the landscaper and the District as to why things are turning brown. I would rather not get into that discussion.

Mr. Mansfield stated another issue is wear and tear, especially the athletic field and things of that nature.

Mr. Berube stated I think we are tolerant of that. We know that we have a soccer field, and we know that we have had some problems in neighborhood G at Blazing Star because it gets heavy use. I do not think anyone looked to Davey when all that sod was damaged or blamed you for not cutting it right or not having enough water. We recognized that it was a high usage problem, and we just replaced it all. Whether it works or not, we will see. The soccer field looks pretty bad lately, not as a result of wear and tear but because of the huge amount of invasive grasses and weeds. We let you know about that, and you said you would apply weed control to take care of it. We do not want to have the situation we did with the previous landscaping company who was under fire every month at our meetings. That was not fun for us or for him. That is not the

relationship we want to have. As you have seen lately, there is any number of reasons why the turf turns brown: fungicide, chinch bugs, too much water, or not enough water. I think the communication is very good between Davey's staff and our staff to keep the water flowing.

Mr. Mansfield stated it is twofold because we are also trying to keep this contract with the same language as with Ave Maria. Does that make any difference if we add those covenants for the replacement?

Mr. Qualls stated my general advice is that any deviation from the Ave Maria contract, on which this Board is piggybacking, could give rise to an argument related to a bid protest.

Mr. Berube asked is this the Ave Maria contract in total?

Mr. Qualls stated yes.

Mr. Berube stated it does not address irrigation.

Mr. Mansfield stated they do not have irrigation in their contract. They have no responsibility other than for pest problems or things of that nature. Then they do have responsibilities.

Mr. Walls asked what if we made that a provision of one of our other contracts that we are going to enter into for mulching, annuals, or whatever it might be?

Mr. Qualls asked am I hearing the Board contemplating warranties on the sod or irrigation?

Mr. Berube stated irrigation management.

Mr. Qualls stated that is not part of the Ave Maria contract.

Ms. Kassel stated it is but it says that Ave Maria includes irrigation at an estimated 10% to 15% of the contract price.

Mr. Qualls stated I thought I heard you say it was not in the Ave Maria contract.

Mr. Mansfield stated the irrigation part is, but not who is responsible for the sod.

Mr. Qualls stated if the Board wanted to deviate on irrigation since you have another provider and there is a correlation in the cost, that makes sense. You can still say you are piggybacking, but you have no need of this service. If Davey is saying they are not going to warranty the sod unless you allow them to do irrigation, then that could be a separate contract for irrigation, which will include what that irrigation will cover and what

warranties will be in place. It would be a totally separate contract. I do not think that the value of the irrigation is something that would have to be competitively bid.

Mr. Mansfield stated 10% to 15% of the contract would be between \$40,000 and \$50,000.

Mr. Qualls stated that is well below the requirements under Florida law for competitive bidding.

Mr. Berube stated let us say we decide to give Davey control of the irrigation, which I do not agree with.

Mr. Walls stated the contract does not say that we do the irrigation, but it gives the stipulations that we are discussing in terms of warranting sod and those kinds of things.

Mr. Berube stated I am hearing pushback on warranting the sod.

Mr. Walls stated I think we need to work through the agreement. If we cannot come to an agreement the way we are doing it now, which I would hope we can reasonably work something out, then we can look at something else.

Mr. Mansfield stated I would think we can still add that warranty language into this contract.

Mr. Qualls stated I am working with one Statute under the law that says a district can piggyback off another government's competitive procurement. As I reported earlier, case law talks about new contracts needing to be substantially equivalent, which makes sense logically. The thing is, that case law came out well before the Statute, based on my research. I am not certain that case law would apply. If we are piggybacking off Ave Maria but this Board wants to make additional provisions for warranting the sod, I think we can get there as long as we show it is substantially equivalent. I think Davey is saying they would need some additional consideration or some additional provisions in order to even be willing to warranty the sod.

Mr. Mansfield stated I am willing to put additional language in the contract because we would be responsible if we were not doing our job.

Mr. Berube stated let us simplify this. Turning over the irrigation to an outside contractor is fraught with difficulties: access to the computers, what happens if we think someone breaks the computer, how we manage the amount of water being applied, and so forth. Landscape companies love water, and I can see our water bill shooting up. We have the Maxicom system, which is designed to limit how much water goes down. The

automatic response to hot weather is going to be turning on the water. How do we manage that?

Mr. Walls stated I do not know that is what we are talking about.

Mr. Berube stated it is because we asked for a warranty on the sod. That is new to this contract, though it is implied that if sod dies, they replace it. We have had certain instances over the last year or so where sod has died, and we ended up paying for the replacement. That is why this terminology came up where I asked specifically for it in writing to have a warranty. This will be for one year presuming we accept it.

Ms. Kassel stated another difference between our contract generally and Ave Maria's contract is that Ave Maria's contract is an automatic renewal, which means it is at the same price unless either party gives sufficient notice, whereas we have optional extensions, in which case Davey can increase the pricing. The number of mows is different. We have discussed irrigation. We know the mulching and annuals can be separate contracts. Then there is the issue of contract price.

Mr. Farnsworth stated compared to what we are doing now on irrigation and sod, I seem to be hearing that we are now asking them for a guarantee or a warranty on the sod, which is different than we are doing now.

Mr. Berube stated yes.

Mr. Farnsworth asked why are we doing that? Why are we changing that aspect of the contract? That is not what Ave Maria has, so why are we trying to go someplace we did not go before? Ave Maria does not do it, so why are we trying to?

Mr. Berube stated when you read the previous contract, it makes Davey responsible for all plant material. It says that when something dies, they have to replace it within two weeks. It does not say who is responsible for it, and it does not give any outs for not enough water or too many bugs or anything like that. I just wanted it reduced to writing. Because the contract is supposed to keep Davey proactive rather than reactive, they are supposed to fertilize before it turns yellow, they are supposed to apply fungicide before we have fungus, and they are supposed to apply pest control before we have pests. Sometimes that happens, and sometimes it does not. But that is the way the contract is written. If the contract is adhered to and everyone is proactive, then technically, we should never have a problem with turf or green material unless it is water related. That has been our responsibility. Most of the time, Davey is proactive, but at times, service has

gotten off kilter and things did not get fertilized or pesticides applied, which shows up in the turf. Apparently, the turf has some fungi right now.

Ms. Kassel stated that is for turf, but we have a lot of shrubs and trees.

Mr. Berube stated it is all the plant material.

Mr. LeMenager stated my main comment is to ask if we are trying to solve a problem that does not exist. We wanted to keep Davey because we have the ability to work with them. They are responsive. When we have a problem, they are always happy to meet with us and solve the problem. I heard what Mr. Farnsworth said, and I am in agreement. I am not sure we need to change things. I do not think the system is broken. We have a good partner in Davey, and I am not sure we need to push to get everything in writing, given the history we have with them of solving problems.

Mr. Berube stated that is where I was going next when I mentioned it was a one-year contract. I am willing to back off on the request for Davey to be responsible for all plant material, knowing they have been responsible in the past and this is for one year. When we come to the end of the one year, if we are not happy with how they address our concerns, we can do something about it then. As you said, our relationship with Davey over the years has been one of trust. We have had our ups and down, but for the most part, we have been able to say something, and then something happens. Prior to this, I thought we were entering into a four-year extended agreement, and I was concerned about going into a four-year fixed contract and being stuck while things go downhill and we have a big problem.

Mr. LeMenager asked how did it become a one-year contract instead of a four-year contract?

Mr. Berube stated because we are piggybacking off an existing contract.

Mr. LeMenager asked that one has an automatic renewal?

Mr. Berube stated yes.

Mr. Qualls stated two renewals.

Mr. LeMenager asked why do we not want an automatic renewal?

Ms. Kassel stated Davey expressed a disinterest in automatic renewal because it did not allow them to adjust their price.

Mr. Berube stated I understand that after the one year, Davey wants a 2% increase for each succeeding year.

Mr. Mansfield stated as we are discussing now, I would forego that.

Mr. Berube asked is Mr. Qualls okay with that?

Mr. Qualls stated yes because the Ave Maria contract provides for one price for one year, and the contract can be extended for up to two additional one-year periods. This is essentially a one-year contract with the option to renew twice.

Mr. Berube stated based on Mr. Mansfield's comment, the price would go up 2% for each of the time periods.

Mr. Qualls stated no, it is flat for three years. That is what the Ave Maria contract is.

Mr. Berube asked our contract would be the same way?

Mr. Qualls stated yes because we are piggybacking.

Mr. Berube asked so we would not have an increase?

Mr. Mansfield stated that is correct.

Mr. LeMenager asked is Davey offering to lock in a 2% increase for the next three years?

Mr. Berube stated no, Davey just offered to give us two one-year renewals for the same price we are at now.

Ms. Kassel stated they are willing to forego the increase.

Mr. LeMenager asked we can have three years at the same price we pay now?

Mr. Mansfield stated basically, that is correct.

Mr. LeMenager asked why would we not want to do that deal? Let us say yes before they change their mind.

Mr. Berube stated I am absolutely comfortable with what we have discussed and in removing the request for a guarantee on the sod and plant material, knowing that we will monitor things carefully and be on top of things.

Mr. Qualls stated I read the Ave Maria contract again, and I do not see any provision that talks about sod replacement. Is that Mr. Mansfield's understanding?

Mr. Mansfield stated yes.

Mr. Qualls stated if sod replacement became necessary, to me, that would be an arm's length negotiation between this Board and the sod provider. Any stipulations you would desire, you can request as far as covering that sod.

Mr. Walls stated that is what I am getting at. When we need to cross that road, we will work out a deal.

Mr. Qualls stated with Davey or another sod provider.

Mr. Walls stated yes.

Mr. Berube stated the reality is that we are always going to have some sod and plant material dying. I was going for all we could get. I think we are fine the way we are going. It will probably balance out any sod that we would otherwise be buying if it comes to that. I think we control the cards at this point. We know the contract price, so we can set that aside for a moment and move to mulching and annuals because I understand we have separate numbers for those.

Mr. Mansfield stated that is correct.

Mr. Qualls stated that would not be part of this contract discussion.

Mr. Berube stated correct, but I want to know what the final number is.

Mr. Qualls stated I understand.

Ms. Kassel stated they were on the page that Mr. Farnsworth just had on the screen. It was \$51,000 for mulch, and \$11,400 for annuals.

Mr. Mansfield stated those are the same amounts that we have had for the last four years.

Mr. Berube stated so you are saying we are getting six truckloads of mulch for \$51,000 now, and you are recommending an increase to seven truckloads of mulch.

Mr. Mansfield stated the caveat is they are down from 42 mows to 40 mows.

Mr. Walls stated so you are saying we will get seven truckloads of mulch for \$51,000 but we would have fewer mow cycles.

Mr. Mansfield stated that is correct.

Mr. Berube stated you are trading off two mow cycles for an extra truckload of mulch at the current \$51,000 price.

Mr. Mansfield stated yes.

Mr. Berube stated the annuals are currently \$11,400, so we would be increasing our current contract price by \$62,400.

Mr. Mansfield stated yes, that should be the \$428,000 that we had previously.

Mr. Walls asked are we talking the same mulch that we have been using?

Mr. Mansfield stated we have an option to do that. I have some of that mulch, though we have had some discussions about going back to the pine bark.

Mr. Walls stated I do not think I like the mulch that we have been using. It does not seem to last very long, and that was the pitch to us when we got it, that it would last a long time so we would not have to do as many. It just seems to be gone after a short period of time. I would like to go back to pine bark mulch.

Mr. Mansfield stated if you are going to use that mulch, I would recommend it being in the high-profile areas, like the front entrance beds, but I would go back to pine bark in the rest of the areas.

Mr. Berube stated that mulch was part of our discussion last week. They had a number of problems with it.

Ms. Kassel asked is there any price differential between the existing mulch that we have used for the past several years and pine bark mulch?

Mr. Mansfield stated no.

Ms. Kassel stated then I do not think we really need to discuss it.

Mr. Berube stated that is fine.

Mr. Walls stated if we are going to draw up a contract, we probably want to specify it.

Mr. Berube stated the mulch price will stay the same regardless of the kind.

Mr. Mansfield stated the only time it would change is if there is so much of that mulch that we have to remove it. The way it looks now, we could go ahead and clean it up a little and put down the pine bark.

Mr. Berube stated if we take the number here and subtract, we are at \$35,812.50 per month times 12 months, which is \$429,750. Our current price is \$428,892, so it is changing by \$759 in total for monthly contract service plus \$51,000 for mulch and \$11,400 for annuals. That covers our entire monthly package other than extras.

Mr. Mansfield stated that is correct.

Mr. Berube stated we would have one contract for the main services. Would we have a codicil contract for mulch and annuals, or would they have to be individual contracts?

Mr. Qualls stated that part does not matter. My only concern legally is that if you take the Ave Maria contract and our final contract, they need to be substantially equivalent. The only change I see is that Ave Maria had a larger scope.

Mr. Mansfield stated that is correct.

Mr. Qualls stated that scope required more man hours. The only change between the Ave Maria contract and the proposal to the Board is that Davey reduced the number of

hours required for Ave Maria in the proposal to Harmony. Fewer hours are required for Harmony.

Mr. Mansfield stated that is correct.

Mr. Qualls stated I will ask Mr. Mansfield to explain that difference.

Mr. Mansfield stated there is really no way to compare properties. The easiest way to do it is, we know what rate per hour that we budget these contracts. On a large property that does up to \$100,000 for enhancements, we do it at \$30 per hour. For a property that does not do enhancements, we do it at \$35. Ave Maria and Harmony are at \$30. That is the most succinct way to prepare them.

Mr. Berube stated I think what we ended up with is substantially the same dollar figure per year, within \$100, of where we are now except we are going to have three individual contracts and billing line items versus one right now.

Mr. Qualls stated I do not want the record to reflect that we are trying to backdoor into the contract. We are not. What we are doing is piggybacking off Ave Maria.

Mr. Berube stated we are looking at the Ave Maria contract that has specific numbers plugged in that fit Harmony. Everything else is exactly the same.

Mr. Walls stated we are just addressing additional services.

Mr. Berube stated yes, we are adding these additional services that we need as separate contracts.

Mr. Qualls stated it is a separate subject. I know it is all related because it is all covered in the current contract. But since it is not included in Ave Maria's contract, which is the one we are piggybacking, then the Board has to make a policy decision to address mulch and annuals to ensure that those services are maintained.

Ms. Kassel stated the only other consideration is probably not of much consequence to the rest of the Board members, but it is to me. Our previous contracts mention Florida-friendly landscaping practices, and the Ave Maria does not.

Mr. Berube stated a presentation was included with this: the Davey colorized brochure. When I read it, I think Davey specified that they try to use Florida-friendly practices whenever possible, or something to that effect.

Ms. Kassel stated yes, but that is not part of the contract.

Mr. Mansfield stated that brochure does have some language in it and is attached as exhibit A to the contract.

Mr. Walls stated from a practical standpoint, we are not changing how we are doing things.

Mr. Mansfield stated this brochure is included as exhibit A in Ave Maria's contract, also. It is still equal to Ave Maria's contract.

Mr. Berube stated we will steadily monitor that with all the enhancements. We do a lot of add-on work throughout the year. We will make sure that the agreements we issue for those all specify Florida friendly. What is planted now is already existing, so we need to replace like for like as time goes along, but with new material, we can make sure they do it Florida friendly. Does that address your concern?

Ms. Kassel stated yes and no. For example, the language in the brochure says that Davey will post a chemically treated areas or chemical treatment signs as required by law or as reasonably requested by the client. I am guessing that is what you are referring to?

Mr. Mansfield stated somewhere else in the brochure, it says we will take reasonable steps. Also the enhancement contract that I sent separately had two pages of details. It was separate from this so that we would know what type of contract we were using for mulch and those types of items. I forwarded a copy of our enhancement contract to the working group for this contract.

Ms. Kassel stated all I wanted to say was that what I saw did not really mention it.

Mr. Berube stated I thought it did, but maybe I was mistaken.

Ms. Kassel stated I want to note that it is not just posting signs that you have treated with harsh chemicals. There is a host of Florida-friendly practices, not just posting signs that you have treated an area with something that is pretty toxic. We have had a lot of changes in terms of personnel. My concern is that we are going back to more traditional landscaping. It is not that we have very Florida-friendly practices, but at least if it is in the contract, we can point to it and say that they need to address it in this way. So now that will not really be part of the contract unless it appears in an addendum. If that is different than Ave Maria, that might constitute some kind of difference that Mr. Qualls would object to.

Mr. Qualls stated that is correct. Neither the Ave Maria contract nor the contract proposed for piggybacking the Ave Maria contract mentioned Florida-friendly landscape practices. That is not a term of the contract you are considering.

Mr. Berube stated I think what we learned is that piggybacking streamlines part of this but adds more complexity and other issues. We had a learning curve. If it comes to next year and we are unhappy with certain things, then we may revisit this again at that point. I think we can certainly monitor this. We work very closely with Davey. Mr. van der Snel works with them every day. I see Mr. Mansfield around, as well as Mr. Rukkila and Mr. Billy Newell. We have many conversations, and we can guide it. We will not have it in writing, and I agree with Ms. Kassel's concern, but I think we have pretty good control over what we want to see done. It will not be in this contract, but I do not think we can put it in this contract. We have two choices: go with this proposed contract because we are running out of time, or say no to it and start over.

Ms. Kassel stated we are pretty locked in at this point because our contract expires soon. We have backed ourselves into a corner.

Mr. Berube stated this is part of the learning curve. We should have had this done earlier, but changes were made.

Mr. LeMenager stated this is a classic case of "if it ain't broke, don't fix it."

Mr. Berube stated yes.

Mr. LeMenager stated yes, I understand concerns, and yes, I think it would be great to have it in writing. The bottom line is, it is hard to imagine a more cooperative partner. Whether or not it says certain words in the contract, at some point, we just have to accept it in good faith and say this is the company we want to maintain our landscaping.

Mr. Qualls stated the next step, if the Board is comfortable with the basic form of the contract, I would like permission to work with the District manager to make sure we notify the public that the District is piggybacking the Ave Maria contract. This version has some scrivener's errors that will need to be corrected. We need to think through the District's rules of procedure and how you go about a procurement. I think we still want to give the public proper notification. It is still possible, as I have always advised, that we might get a bid protest out of this piggyback. I would like to work with the District manager to make sure we do everything we can so that we eliminate that from happening as long as we can.

Mr. Berube stated Mr. Qualls wants to clean up the language in the contract and provide us with one or two additional contracts to handle mulching and annuals as separate from the base contract. Next month, we can probably finalize the piggybacking

agreement with the proper numbers as well as one or two separate contracts for mulching and annuals.

Mr. Qualls stated if the Board desires to go in that direction, that is what we will do.

Mr. Berube stated attachments were included, and maybe we have a separate map. In our meeting last week, Mr. Rukkila mentioned that we have added to and subtracted from various District-maintained areas. Do we have a map that is comprehensive to show what Davey is managing and maintaining?

Mr. Mansfield stated yes.

Mr. Berube stated that should be part of this agreement.

Ms. Kassel stated they did provide us with a map, but I pointed out that it was insufficient to indicate what Davey maintains and what they do not maintain. Mr. Mansfield said he would provide us with a new map.

Mr. Berube stated I think the engineer has a pretty detailed map. He just updated the complete map.

Mr. Boyd stated it should be fairly accurate unless certain areas have some nuances.

Ms. Kassel asked is it posted yet? I did not see it.

Mr. Boyd stated I sent it to Ms. Burgess, but I do not know if it has been posted. I just sent it to her a few days ago.

Mr. Berube stated as part of that update, it should be part of this agreement. It would be nice if you can come up with an acreage that is under maintenance by Davey. Then we can know the cost per acre. We had some questions about Butterfly Park and the gas pipeline area. Davey maintains it on an ad hoc basis, and it generally gets a little thin. I am not sure that is part of the contract. We discussed the school, which is only 0.2 acres, but that had been absorbed. Maybe it is unabsorbed now. We need to know what is maintained and what is not because things have changed since the last time we looked at this. If we need to add things, we can do that through addenda for the new neighborhoods to make sure we are getting it all. Davey needs to be treated fairly, as do we.

Ms. Kassel made a MOTION to direct the District's legal counsel to work with the District manager to clean up the proposed base contract and make sure it meets all the requirements for proper piggybacking and to provide separate contracts for mulching and annuals.

Mr. Walls seconded the motion.

Mr. Qualls stated if Ms. Kassel is amenable, I think it would be best to have one motion to accept the piggyback contract and keep as a separate subject altogether to say that the Board also authorizes us to work on a contract for the mulch and annuals. The Board is not trying to backdoor what you have but is piggybacking off the Ave Maria contract. It is a small difference that might make a difference on the record.

On AMENDED MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to direct the District's legal counsel to work with the District manager to clean up the proposed base contract and make sure it meets all the requirements for proper piggybacking with the Ave Maria Stewardship Community District, as discussed.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to authorize District's legal counsel to work with the District manager to prepare a contract for mulching and annuals, as discussed.

Mr. Berube stated I believe we are now done with the Davey contract.

Mr. LeMenager stated I would like to go out of our way to thank Mr. Qualls for all his efforts on his behalf for this particular project.

Mr. Berube stated yes. It has not been easy.

Mr. Qualls stated I appreciate that. The normal thing we do is look at the Statute and see how a judge has interpreted it through appeals. This issue has nothing like that except for a Statute that authorizes it. The rest is left to the good common sense and judgment of the Board. I commend the Board for thoroughly vetting this and doing something that, at the end of the day, benefits the residents by maximizing their non-ad valorem assessments.

Mr. Berube stated I think the residents just realized that we are operating through this year at one price and the next three years at the same price presuming we move forward with all the renewals. That is basically a four-year flat rate on a contract that was lower than what the previous landscaping company was charging us. All in all, I think it has been a good partnership with Davey. We hope to continue it because changing is too difficult.

**SIXTH ORDER OF BUSINESS**

**Developer's Report**

Mr. Berube stated Ms. Amber Sambuca was feeling ill, so we will not have a developer's report tonight.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Engineer**

**i. Sidewalks**

Mr. Berube stated the sidewalk along Butterfly Drive was involved in the County permitting process. We found a gentleman who said Harmony cannot have four-foot-wide sidewalks and must have five-foot-wide sidewalks. It went back and forth. I called the County manager and also our County Commissioner, Fred Hawkins, Jr. As it turns out, our PD has specific language governing what size sidewalks can go in Harmony. It says we can have four-foot sidewalks. Mr. Boyd has that information and has been part of email exchanges.

Mr. Boyd stated we need to formally submit the plans because we submitted an initial review set, and that was the response we received. Thank you to Mr. Berube for his persistence in this. Now that we have clearance to submit four-foot-wide sidewalks, we will submit the actual construction plans for a permit. A fee will be due, but they will calculate it, and I am not sure what that is. Once we know that, we will figure out how to get it paid. We will submit the plans on Monday or Tuesday next week.

Mr. Berube asked how much might it be?

Mr. Boyd stated it might be about \$750 from what I recall.

Mr. Berube stated if it needs immediate action, Mr. van der Snel has paid permitting fees with his debit card.

Mr. Boyd stated it can be paid online with a credit card.

Mr. Berube stated Mr. van der Snel knows that process because we have done it before. If it needs to happen quickly, we can take care of it. What is the anticipated timeframe to be approved?

Mr. Boyd stated I anticipate they will respond with an approval or comments within three weeks. Hopefully it will only take two weeks, but it could be as many as three weeks.

Mr. Berube stated Mr. Justin Ferrell had asked if he could stake it out roughly so people can get a look at it.

Mr. Boyd stated yes, he can do that.

**ii. Reserve Study Update**

Mr. Boyd stated the Board had asked at the past couple meetings for a reserve study. I was able to complete that and send it out to be included in the agenda package. You might recall that we first did this in 2013 as a broad-brush approach. Consulting firms specialize in doing reserve studies, so this is not a true reserve study but a ballpark way to figure out how much we should be allocating for maintenance and replacement of facilities. The first step was to go through each of the neighborhoods and come up with the primary facilities that would require significant maintenance or replacement over a period of years. That information is in the first two columns. The next thing we did was quantify that information. Then we established what a reasonable timeframe is that we would expect for either replacement or refurbishment, depending on the type of facility. For example, we discussed refurbishing the interactive fountain at Lakeshore Park instead of replacing it. Such work would consist of pulling the pumps out and similar activities. We came up with a frequency and then an estimated value of that work when it comes due. We established when it was put in place, and then we projected what year we believe that maintenance will be necessary. That was the effort. I provided that same worksheet for the agenda package with the following changes. Highlighted in green are the significant facilities that have been added since we prepared this in 2013. Ms. Kassel has some items she believes we may need to add to this, and that could very well be the case. The two major items that I added in green are the park facility in neighborhood H-1 and the alleys in neighborhood H-1. As you know, neighborhoods F and H-2 have no alleys, so no additional alley maintenance component will be in those neighborhoods. The next thing I did was to highlight in yellow work that has been completed since we did this study. It resets when that next maintenance cycle will be due. That includes the alleys in neighborhoods B-1 and D-1 as well as Swim Club equipment that was recently replaced by the developer as a result of what happened. We get the result of new equipment, which is reflected in the updated study. Based on what we predicted in 2013, I looked at what facilities are now due or overdue for maintenance, which are highlighted in orange. That is based on what we thought would be the case. If go out and look at these areas today, they may or may not actually require maintenance at this time. The first one is the fountain at Lakeshore Park. We estimated that was going to be ready for refurbishment in 2014. Other equipment and furnishings at Lakeshore Park were estimated also for 2014.

Neighborhood A-1 pool equipment was estimated for 2016, so based on the schedule, that is something that would be due this year.

Mr. Berube asked by pool equipment, do you mean filters and pumps?

Mr. Boyd stated yes, the pumps.

Mr. Berube stated you did a nice job on this, but the reality is that maybe we need to communicate certain things with you. For instance, for the Lakeshore Park fountain this year alone, we have replaced the pumps and the motors on both sides. It has a circulating pump and a fountain pump, and both were replaced.

Mr. Boyd stated so that work has actually been done.

Mr. Berube stated that is correct. That work resets that clock. In neighborhood A-1, we have replaced the pump and the motor within this fiscal year.

Mr. van der Snel stated the filter pumps run 24/7, so they go bad.

Mr. Berube stated we need to communicate that information to Mr. Boyd so he can more easily keep this study updated, which is fairly easy to do. They are not huge expenditures, but they affect this reserve study. We tend to lose these things.

Mr. Walls stated I do not know that we lose them, but many of these items have been taken care of. I do not know if we need to track these things at such a detailed level for reserve purposes. I agree with keeping a list of our assets and what kind of work they need, but I do not see a lot of value in having the engineer track this stuff constantly and try to figure out when we need to replace a pump and so forth. We set aside money for this anyway. When it needs to happen, then we do it.

Ms. Kassel stated my feedback to Mr. Boyd based on his projections was that certain things may not appear on the list that are assets, some of which are \$10,000 to \$20,000. In Lakeshore Park, the report lists a shade structure, but that is not indicated if it is what is over the playground or if it is the pavilion/gazebo area. Near the bottom is the roundabouts, but only two are shown as traffic circles north and west. We have four traffic circles. We have shade canopies in other places. We have sculptures. Are those something we want to include in our assets? Some play structures may not appear in the list. I will provide a list to Mr. Boyd, but I think probably \$70,000 to \$80,000 in assets are not on the list.

Mr. Walls stated the issue I have is that we are paying him an engineer's rate to go around and make a list of play structures and other assets.

Mr. Berube stated also to monitor relatively small changes.

Mr. Walls stated we can have our staff keep a list and include all the things mentioned. Then we know they are there, which I think we know anyway. I think we are taking care of them anyway. I do not see the need to have Mr. Boyd go around and do that work.

Mr. Berube asked are you requesting this report be revised to add certain things?

Ms. Kassel stated if we are going to use this kind of document to make sure we are setting aside sufficient reserves, which is the purpose of this document, then we should have a fuller idea what our assets are and what we need to be putting away. Right now for reserves for repair and replacement, we have about \$100,000, which is about two years' worth of expenses. We are setting aside two years so far, but is that getting us to where we need to be?

Mr. Walls stated your premise is wrong. We have set aside some money in reserves, but we have been fixing things all along.

Mr. Berube stated those dollars have come out of the operating budget.

Mr. Walls stated what is in reserves right now does not reflect all the money that we have already spent and set aside for the assets that need repairing and replacing. What I am saying is that we are doing this already. We are setting money aside. We are fixing things that are broken. To have the engineer go around and make a list like this at \$175 an hour does not make sense to me. Our staff can keep a list. When we add something, they can put it on the list.

Mr. Berube stated something else we have not thought of is that we now run five vehicles that have a value but are not on the list. They are pretty much maintained in-house, so it does not cost much to maintain them. At some point, we need to think about if we need to replace them. You can go on forever, and I appreciate the fact that Ms. Kassel wants to detail it. I also hear what Mr. Walls is saying that sometimes it costs more to find out where you should be than you gain out of knowing where you should be. An example of that in the past has been sidewalks. It costs a huge amount of money to have a nice presentation provided that say we need to grind sidewalks, which we did. Sometimes it costs more to get an engineering report than it costs to fix it.

Mr. Farnsworth asked at what point in time was this list originated, and how often has it been updated?

Mr. Boyd stated we first provided this in 2013, and this is the first time we have updated it.

Mr. Farnsworth stated it looked like some of the information was dated from 2005, so I thought that was when it started.

Mr. Boyd stated that is in the column showing when the facility was first constructed. We were looking at the age of the facility.

Mr. Berube stated I know Ms. Kassel wants the document to be complete. Maybe there is good reason for that, and maybe not.

Ms. Kassel stated or we just give this report to Mr. van der Snel, and he updates it.

Mr. van der Snel stated I have a pretty good idea of what needs to be repaired in the future or within the fiscal year, such as the splash pad. The manifold needs to be replaced because it has rusted.

Mr. Walls stated that is what I am getting at. Mr. van der Snel is the man on the ground and knows what needs to be fixed. He can keep track of that.

Mr. Farnsworth stated I agree it should probably be in his hands. The question is, how do we convert the spreadsheet that Mr. Boyd has into a form that Mr. van der Snel can keep?

Mr. Berube stated Ms. Kassel has been pushing for this, and perhaps we need the documentation. I suggest Ms. Kassel puts everything on the list, and we let Mr. Boyd enter it onto this form using basically the same formulas. It will probably take him a couple hours.

Mr. Boyd stated yes.

Mr. Berube stated that is a small investment. To Ms. Kassel's point, everything she is concerned about will be on the list.

Ms. Kassel stated the whole point of this is to feel comfortable that we know we are setting aside sufficient reserves to cover the assets that we have. That is the sole purpose of this.

Mr. Berube stated put it all together. The numbers will run down to the bottom, and we will know what the recommended reserves are from the engineer who has known this place from the beginning and knows what is going and how to figure these things out. We have trusted him for years. Now all your suggested items will be on the list, and we will know the bottom line. We can then make a decision of how much we want to put in

reserves in total. We will not necessarily spend it, but we will make the decision how much to put in reserves. Then we give the spreadsheet to Mr. van der Snel, who maintains the assets every day. When something changes, he puts a checkmark showing what we did for which asset. That way, we keep it more up-to-date on a rolling basis without having to pay the engineer's rate, which is Mr. Walls's concern, and I tend to agree a little. It is maintained in-house, and we see how all this works. We will maintain our reserves and see how this changes. It does not cost us any additional money for Mr. van der Snel to update the list. As we add a new asset, we will plug it in.

Ms. Kassel stated that is fine.

Mr. Berube stated Ms. Kassel can meet with Mr. Boyd to readjust the report and make sure you are comfortable with it. We can review it in August or September, when it is available. Mr. van der Snel will maintain it on an ongoing basis and keep it updated.

Mr. van der Snel stated I can also give you a couple items that need to be replaced, such as the steel statue in Town Square. It needs significant work.

Mr. Berube stated once Mr. van der Snel gets the updated list and starts working with it, ongoing updates will be handled between the parties here to keep everything updated. We can decide what we want to do with vehicles. I do not think they are expensive enough to put reserves away. Maintenance is miniscule, and it will stay that way as long as we keep doing it in-house.

Mr. Boyd stated you have your annual budget already. I think the intent of this study is things that you would not normally budget for in the operating budget.

Mr. Walls stated that is what I was referring to. If you take all the repair and replacement items in our budget right now and add them to this \$48,000, the total is well over \$100,000. This report is not a good representation of the dollars we need to set aside in reserves each year because we are already doing it. We are putting the dollars directly into the operating budget and performing repairs and replacements.

Mr. Berube stated it does not hurt to have a complete list of fixed assets.

Mr. Walls stated a list is fine.

Mr. Berube stated our holding assets are a different program, but we are looking at fixed assets. We will get it all together and try to keep it updated. The best way I can see keeping it updated is with Mr. van der Snel because he knows what goes on from day to day. Did we provide this 19-page report for the website?

Mr. Moyer stated on the website is the engineering reports that were used for the various bond issues and refinancings. We did not have this one. Mr. Boyd sent it to Ms. Burgess to put on the website, and she misunderstood that I wanted it sent to the Board members. No action is required. It is a website request.

Mr. Berube stated I thought it was related to the reserve study.

Mr. Farnsworth stated it does not belong on the agenda page but on the separate webpage where these reports are. She misunderstood it, and the email she sent out made the same mistake as to where it should be posted.

Mr. Boyd stated it may have confused her because I sent it to her the same time I sent the report that was to be included in the agenda package.

Mr. Farnsworth stated it is dated 2012.

Mr. Moyer stated that is the one we did not have that we needed to post.

### **iii. Maps**

Mr. Boyd stated following the discussion of last month's meeting, we made some fine-tuning adjustments to those maps. I sent those to Ms. Burgess, but she probably has not had time to post them on the website, but that is the intent. If you have comments about the maps, maybe the best way to do this would be for me to come prepared next month. We can blow it up on the projector and use a light pointer to discuss certain areas.

Mr. Farnsworth stated I have a series of questions and issues.

Mr. Berube stated we have a long agenda tonight, so perhaps we can discuss this next month.

Ms. Kassel stated perhaps Mr. Farnsworth can discuss them with Mr. Boyd after the meeting.

Mr. Berube stated or they can email back and forth, whatever works for them.

Ms. Kassel stated there is a social media website called NextDoor.com, and we are on it. You have to be a resident and verify you are a resident in order to be on it. Certain new neighborhoods, including the Estates, cannot be verified. I do not know how it happens, but someone gets the addresses to verify. Ms. Sambuca has a list of addresses, and now we have a map of street names, but we do not have an assigned street number to a lot. Is something available that I can send to NextDoor so they can add neighborhoods H-1, H-2, F, the Estates, I, and others?

Mr. Boyd stated the property appraiser maintains a list.

Ms. Kassel stated the map just has lot numbers, not addresses. You may be able to click on every single lot to get the number.

Mr. Boyd stated the property appraiser provides a service that will give a radius for a certain address or a certain point. They will give you all the addresses within that radius, in the same way you would get a mailing list.

Ms. Kassel asked will it show what lot has which address on the map?

Mr. Berube asked does that happen when the lot is platted?

Mr. Boyd stated the addresses are issued following the approval of the plat.

Ms. Kassel stated I asked Ms. Sambuca for it, and she did not have it.

Mr. Moyer stated I wonder if 9-1-1 would have it.

Mr. Boyd stated yes, 9-1-1 is who keeps the list. They have an office in the County administration building called 9-1-1 Office. They have a non-emergency phone number you can call.

#### **iv. Miscellaneous**

Ms. Kassel asked do you have an update on the clogged drain?

Mr. Boyd stated following the meeting last month, I was able to observe firsthand exactly what was happening, take photographs, and document it. From that, I was able to isolate exactly where the problem is, which is a clogged pipe. I passed that on to the County with very detailed information, but I have not heard back from them yet. I was not able to contact them today to see where they are with it, but I will contact them.

Mr. Berube asked is this the drain that if you are on Clay Brick, it is the drain at the most easterly end on Sebastian Bridge in front of the homes there?

Mr. Boyd stated all four inlets on that street are blocked. The ones closest to us appear to be worse because they are slightly lower than the other two that are closer to the lake. But water sits in all of them. It is the pipe between the two inlets closest to the road where the problem is.

Mr. Berube stated I think I know someone who can fix it. I am not asking Mr. Boyd to stop working on it, but I think you are probably running into a brick wall at the County. I will try another option.

#### **B. Attorney**

##### **i. Davey Contract Renewal**

Mr. Qualls stated I wanted to thank Ms. Kassel for being the liaison and for leading the discussions with Davey. She did an awesome job.

**ii. OUC Street Light Buyout**

Mr. Qualls stated thanks to the Chairman for getting the agreement signed with OUC. I think we are officially complete on this buyout. I have not heard from Mr. Dan Seabrook, but the funds have been sent and the paperwork has been signed. That should all be wrapped up.

Mr. Berube stated not to be crass but we have heard that before from OUC.

Mr. Moyer stated that is why I emailed Mr. Seabrook just to ask if they got the check and what did they do with it if they did get it. I have not received any response yet.

Mr. Berube stated the bureaucracy is unbelievable. The check was about \$367,000, and we need paperwork signed, notarized, and witnessed by three people with three originals of two different contracts to accompany the check. We are saving about \$5,700 each month with this buyout. It should be complete as of July 24.

Mr. Qualls stated from our standpoint, it should have been done as of last Friday.

Mr. Berube stated our OUC bills should be decreasing \$5,700 each month. Come next fiscal year, I am sure we will do this again because we set aside money to do it again.

**C. Field Manager**

**i. Facilities Maintenance** (*Parks, Pools, Boats, etc.*)

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

**ii. Facilities Usage** (*Boats and Others*)

The monthly facilities usage report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

Ms. Kassel stated the report did not have any notations for use of the kayaks and the canoes. About 20 of the trips had no X marked in the boxes. I presume they were for the kayaks and the canoes. Something is not working properly.

Mr. van der Snel stated they were just not used.

Ms. Kassel stated no. If you look at the boat report, the third and fourth entries are blank. They probably took out kayaks or canoes. The same thing happens several lines down and many at the bottom.

Mr. Farnsworth stated I wondered about that since nothing was noted for kayaks or canoes.

Mr. van der Snel stated if a reservation is canceled or people do not show up or if it is canceled by weather, nothing goes out, so the box is not checked.

Ms. Kassel asked so no one took out a canoe or a kayak the entire month?

Mr. van der Snel stated that is correct. They will this month. It is the weather; it is really hot. Without any wind, using the kayak or a canoe is not very attractive. The sun tracker is also not on the report, so it needs to be implemented.

A Resident stated I used the new boat last month, and the report did not have an X next to my name.

Mr. van der Snel stated the sun tracker is being used a lot. It is a very nice boat.

Mr. Farnsworth stated this report is significantly understated, then.

Mr. van der Snel stated yes. The sun tracker probably had 20 trips because it is used most every day except Tuesdays.

Ms. Kassel stated that is about how many entries without an X.

Mr. Berube asked how is the battery life?

Mr. van der Snel stated it is doing very well. It is a little stronger. The motor is a little stronger. It holds better. It is a lithium battery, so it should last a long time.

Mr. Walls stated it is a nice boat.

### **iii. Facebook Activities**

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

### **iv. Pond Report**

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

Mr. van der Snel stated I apologize that I dropped the ball on this report.

Ms. Kassel stated it was not bad.

Mr. van der Snel stated it is pretty detailed what we put on it. Maintenance is going well. We have a troublesome pond, #18 on the golf course that was full of duckweed. We treated it, and the duckweed is gone for now. The pond is completely clear. We treated it with an algaecide.

Ms. Kassel asked it had duckweed, and the duckweed is gone?

Mr. van der Snel stated the problem is, that pond feeds the other pond at the Estates that has trouble, the one on the right side of the Estates. This pond feeds the other pond

with duckweed, so now the duckweed has gone into pond #18. If we purchase the hippo water skimmer, we will treat that pond with the hippo. That was a concerning pond that we took care of.

Ms. Kassel stated you are saying we treated one pond with an algaecide that removed the duckweed, but you are looking to use a hippo for the pond that it feeds into.

Mr. van der Snel stated yes because the size of that pond is three times smaller and is easier to treat. The pond with the most duckweed is very thick and does not have any skim flow. The duckweed cannot go anywhere since the water goes out under the water level. For the one on the left side of the Estates, we cleared the outfall so it skimmed away pretty much all of the duckweed.

#### **v. Purchase of Hippo Water Skimmer**

Ms. Kassel asked in terms of the hippo, what is going to happen with the duckweed that is harvested?

Mr. van der Snel stated I had some email exchanges on that.

Ms. Kassel stated yes, but we are not going to be able to use it. That is going to be a huge amount of duckweed.

Mr. van der Snel stated yes.

Mr. Berube stated it will go in the dumpster unless we can find some other facility that wants it, such as people who grow flowers and vegetables or those who have cattle.

Ms. Kassel stated I forwarded the message to a friend of mine who is associated with the Osceola County Grown organization to see if anyone can use it. Apparently, it is good feed for chickens. I have not heard back about that.

Mr. Berube stated after extensive research regarding duckweed, we can treat it chemically, but we decided that we are trying to keep chemicals out of the ponds. For better or for worse, that is probably a good idea. When you treat duckweed, you have to use diquat or galleon, which is \$600 per quart. Basically, you spray it on. It is expensive because it is sticky and stays with the duckweed through a rainstorm more than anything else. We have already experimented with some of these expensive chemicals a few times, but they require repeated treatment at a fairly high expense. You really never get all the duckweed. The sad reality is that the remaining organic materials of the dead duckweed go to the bottom of the pond and create more silt. The reality might be that if it is not really dead, it might regenerate itself. We do not know. Treating duckweed will be an ongoing problem at fairly expensive rates for chemicals with all the environmental

impacts that go along with that and the labor necessary to address all the duckweed that will probably still come back. The hippo water skimmer is basically a giant pool skimmer. It is called a hippo because some artist in Sarasota made a plastic head to make it look more amenable when it is in the pond. It looks like a hippo, and you can paint it to look like a hippo. It sits on the water and is like a pool skimmer. It has a section of pipe and an electric motor and pump, which suck in water coming in the skimmer along with the duckweed that is on the surface, as well as any other algae or other floating material. It all goes through the pump, and you run it basically into a basin on the hill or at the edge of the pond. You put three to six outlets in the basin, depending on how much you want to catch with filter socks that are tied to the outlet pipes. You turn it on, and it floats on the pond and sucks up all the material on the surface, pumps it up into the basin that looks like a small swimming pool, and it all exits out through the filter socks that catch the plant material. The rest of the water runs back into the pond. As shown on the video, the white things at the bottom are the intakes where the water is funneled into the skimmer.

Ms. Kassel stated for each pond you do, you have to create a reservoir for the material. You have to build it, and it has a lot of pvc piping.

Mr. Berube stated when you look at the video, they give a hint that Home Depot sells bagsters, which are construction debris bags that are about seven feet long, three or four feet wide, and 18 to 20 inches deep. They are made out of nylon, and you can put 3,000 pounds of waste in them. They have two big hooks on the top, and Waste Management comes, picks it up, and throws it in their truck. We have a video to show you, and it shows using one of those as your reservoir on the wall. You put holes in the nylon bag and put the socks on it. That solves that problem, and it becomes portable that way. What you do not see is that under the skimmer is a pipe going to the pump that is on the shore. You can set it up to go as far as you want. The video shows what comes out of the filter socks, which is the actual duckweed.

Mr. LeMenager stated I reviewed this material that we received from Mr. van der Snel, and it makes sense to me. We can buy this hippo or one gallon of that one chemical, of which we will need many gallons. I appreciate the video, but this is something we want to do.

Mr. Berube stated it would seem so, but we need to show people what we are trying to do and let them make a decision.

Mr. Walls asked how are you going to power the hippo?

Mr. Berube stated we have a generator.

Mr. Walls asked will that make people angry by having a generator run all day outside their house?

Mr. van der Snel stated the Maxicom clock has an outlet, and we can get a long extension cord that goes to the outlet for that clock. Every pond has one of those clocks.

Mr. Walls stated this is a process that will take several days.

Mr. Berube stated yes.

Mr. Walls stated if I live near that pond, I am not going to want a generator running outside my house for hours at a time.

Mr. Berube stated our generator is not particularly loud. As a matter of fact, it has been used at some of the events in Town Square.

Mr. Walls stated that is not next to someone's house.

Mr. van der Snel stated all ponds have an irrigation clock nearby, so they all have power.

Mr. Walls stated if it has a solution like that, then it is fine. Some of these areas are remote.

Mr. LeMenager stated I think the problem we really have is, if we had this hippo when the problem started to show up, we could get the problem fixed very quickly rather than have an entire pond turn green, which will take days. We can monitor it. People can respond on Facebook to say the duckweed is starting to show up in their pond. Then we put the hippo out there and let it run for a few hours. What we want to avoid is the situation where entire ponds are covered with it.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to purchase the hippo water skimmer in the amount of \$2,400.
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Mr. Farnsworth asked how many more will you need in the future?

Mr. Berube stated one.

Mr. Farnsworth asked how much extra material, equipment, and supplies will you need? Many issues did not get answered even though it is settled.

Mr. Berube stated the video is nice and it sells the hippo really well. I am sure in the real world, more difficulties will be involved as Mr. Walls brought up about the noise from a generator.

Ms. Kassel stated as well as the expensive bags and disposal.

Mr. Berube stated the bag is \$30. The disposal will involve some handling. Maybe we can find some green source to use it. If people want fertilizer, this is great. I have not really gone down that road yet other than with Marilyn, who said it is too much work. Perhaps some people with the community garden will see the value in the fertilizer.

Mr. Walls stated bottom line, this is a tool in our toolbox. We can still use the chemicals. If a pond is completely covered, you will probably want to spray it first.

Mr. Farnsworth asked what does the other equipment cost?

Mr. Berube stated the manifold is made of pvc that we can buy at Home Depot or North South Supply for about \$50.

Mr. Farnsworth stated my point is that we will have an additional cost. It will take additional manpower. Everything starts to add up.

Mr. Berube stated so far we have found two options: expensive chemicals or the hippo.

Mr. Farnsworth stated I am starting to become uncomfortable with the process of bringing this process internal.

Mr. Berube stated Bio-Tech did not do anything with this.

Mr. Farnsworth stated then find someone who will. It might just be me becoming uncomfortable. I see things happening and not being corrected. Then we start getting more and more proposals that cost more and more. Where is all this going? You may be right and you may be headed in the right direction, but I am not seeing it yet.

Mr. Berube stated as Ms. Kassel noted that when she went around with Ms. Jennifer Dwyer, the pond was covered with duckweed that day. It became evident that Bio-Tech was not doing anything about it. We received frequent concerns from the golf course about Bio-Tech not properly handling their ponds, which is why they decided to take care of their own ponds. We have not spent anywhere near what our contract value was with Bio-Tech yet on pond maintenance, even considering the chemicals and the amount of labor that has been devoted. Most of the ponds look pretty good. This may be a complete

mistake. We do not know. Lots of chemicals at a large expense might yield reasonable success, or we try this.

Mr. Farnsworth stated when you look at their website, they seem to be an outfit that will actually do this kind of maintenance.

Mr. Berube stated no, they will not. It is a one-man operation. It is a nice website.

Ms. Kassel asked did Mr. Farnsworth vote no?

Mr. Farnsworth stated I voted present.

Mr. Berube stated his vote was in favor. Maybe this works, and maybe it does not. I think we will be fine, but we will find out. We have great guys on our staff, and they will make it work.

Mr. Farnsworth stated I was not complaining. I was just concerned.

Mr. Berube stated we get a lot of complaints from the people who live on those ponds right now, and we have to do something. We will find out.

**vi. Optional Game Structures in Neighborhoods H-1 and H-2**

Mr. Berube stated Mr. LeMenager pushed fairly hard to get some play structures in neighborhoods H-1 and H-2 and in upcoming neighborhood L. Mr. van der Snel took a look at Game Time with several options for a few different play structures that can go in those locations. He also measured the areas that we suggested that he measure. We have space for several of the options that are shown in the package this month. They will not be extravagant, but there are two hold backs for making extravagant play areas. One is the price of the equipment, and you can see the price at the bottom which is without installation. We have the space to fit any of them. The bottom line is, we have about \$17,000 left in the recreation fund after the sidewalk goes in. We can purchase two of these, depending on what we want to buy, and we will deplete the \$17,000.

Mr. LeMenager stated only one member of the Board has younger children. I am no expert when it comes to what kids would like. It has been a long time since I would have used it. When I saw it, my first thought was to ask the parents what they think their kids would like. Take a look at what we have in some of the other areas, and make sure this is different so that we have some options for people who might like a particular kind of play structure. Once in a while, they might want to go to a different park and enjoy those facilities.

Mr. Berube stated these were purposely selected to not mirror anything we already have with the exception of the one with the ropes. This has a smaller rope climber, but it

is not as big as this one or as tall. Part of the consideration of these three choices was that nothing like these were already here.

Mr. LeMenager stated the one in the middle is similar to what we have at Lakeshore Park. Granted, it is different, but it is still climbing. That is the one that is most close to something we already have.

Mr. Berube stated they are all made by the same company, so I am sure they will have some carryover. Are we okay with spending the \$17,000? Do we want to let Mr. van der Snel choose one of these three choices as to fit? Or do we want to present it to the people who live here and ask which one they like, which will give us 400 different opinions?

Ms. Kassel stated people will say to try several things and other choices.

Mr. Berube stated yes.

Ms. Kassel stated I would not mind hearing from the people who have devoted the time to show up at the meeting. Personally, I like the middle option because it has more options for different ages of kids.

Mr. Walls stated yes.

Ms. Kassel stated it has more variety of things to do on it than the other two. I am happy to hear opinions of the audience.

Mr. Berube stated it is heavy-duty rope that is guaranteed for 10 years outside. It supports a huge amount of weight. It is intended for ages five to 12 years old, but I was astounded when I read the specifications. That rope will hold 3,000 pounds. It is a good fit. Any of these three are a good fit in any of the spaces that we are contemplating. That one is \$11,644. Another choice is also designed for kids ages five to 12 years old because we think this is the age group. This one is a little larger and is \$11,266. It is basically climbing up and down on little ladders. It is pretty self-explanatory, is colorful, and fits anywhere. The third one is basically a giant jungle gym. I think this is more for direct exercise than for play. It is fairly simple and fairly large. It will fit only in H-2. This is the simplest, cheapest one. It will fit all the age groups, and adults can play on this one. It is significantly less money, but I think it will also be significantly less attractive to many kids. The structures that kids are going to like are the expensive ones.

A Resident asked where it is plotted to go in H-2?

Mr. Berube stated basically behind the mailboxes. If you come in from Cat Brier onto Milkweed, in the area where the mailboxes are in the back is a green area with no houses yet. It is some greenspace with three trees planted randomly. It will be closest to Five Oaks from the rear entrance by the traffic circle. It is the farthest back you can go in H-2.

The Resident asked right where they put the signs that you cannot cut the brush back?

Mr. Berube stated yes, right along the conservation area. If you are standing at the mailboxes in the back, there is a green area with a slight downhill slope. All the trees are behind it. The area is on the Richmond American side. That is the only real place we had there that is feasible to use. If we put this in, we would obviously move the trees and grow trees around it to provide shade. On the H-1 side, it will be farthest west in H-1 where the pink swing set is now. The swing set is mounted parallel to U.S. Hwy 192. We would flip that swing set 90 degrees and expand the mulch area out going toward the house that is there and farther back toward the conservation area. We would move the existing trees to provide shade for the structure. We would still have land leftover and would not be crowding the land space since there is a recommended fly zone around these for kids to jump off. The length varies, but it is six to eight feet. We will have plenty of playground mulch 12 inches deep all the way around them. Those are the two locations and are the only likely spots in those areas. They work well and people can cross back and forth. They are the only areas we have. The good news is that in H-2 for whatever goes in, no houses are there right now. So we will not be surprising any residents with a play structure showing up next door to them. Some people might not be happy about that. If it is already there and they move in next to it, they cannot say they did not know.

A Resident stated the rope structure does not look much like a playground. I like option two since it looks more like a playground than the first and third, but I am not sure that small children will be playing on it since it is really for older children. You have children younger than five years old over there who might want something else.

Mr. Berube stated we have one of those rope structures now at Lakeshore Park. We had to replace it because it got so much use. The rope ladder is similar in concept where it is a climbing ladder probably six feet tall and six feet wide. That is the first thing on that structure that broke besides the fire engine handle. Kids do use it. I do not know if

they will use the new one or not. We are in agreement where we are going to put them. We need to decide which two we are going to buy.

Mr. van der Snel stated we have a lot of possibilities. This is just a couple that I thought would be fitting, but others are available.

Mr. Berube stated we went back and forth on websites. Dozens and dozens of companies sell this kind of equipment. When you look at similar equipment, they all have about the same price, shipping cost, durability, and warranties, as well as very similar designs. If you can find someone who is closing out old equipment, you can find some deals, but that is rare. We have dealt with Game Time for a long time. All of our equipment is from Game Time. The durability has been pretty good. The service is good when you need replacement components, which is important. They do not give it away, but it works.

Ms. Kassel stated the consideration to me is that obviously it has to fit, but also for the widest age range and the most play options. One choice has only one option for play. You climb the rope and that is it. If you do not want to climb the rope, you are not going to play on it, whereas the next one down has other options. You can take little steps or sit on that central ring. It is not that safe for kids ages two to five years old. If we have options that work for a wider age range, I would be happier with that.

Mr. LeMenager stated keep in mind that H-1 will already have a swing set. This will be a second item to go along with the swing set. I like the middle option for H-2. Depending how much money we want to spend, I like the rope option for H-1. If we want to keep the cost to \$17,000, then the other set of bars would be a complement to a swing set.

Mr. Walls stated I think we want to stick to \$17,000 for both.

Mr. Berube stated I agree.

Mr. Walls stated we need to take into account installation and shipping.

Mr. LeMenager stated I think we are looking at the middle one for H-2 and the bottom one for \$6,000 for H-1 since they already have the swing set.

Mr. Walls stated I do not like the bottom one at all. My kids would not play on that for very long.

Mr. van der Snel stated the bottom one is too large for H-1.

Mr. Walls stated it will take up a lot of space, and I do not think it will get much use.

Mr. LeMenager stated then maybe should be asking them to come up with another \$6,000 option.

Mr. Walls stated I think we need more options. I like the second one, but my kids still love slides. If you get a slide, I think that will get the most use out of anything.

Mr. Berube stated slides and swings.

Mr. Walls stated yes, those two. They will play on these other structures, but they will go up and down the slide.

Ms. Kassel stated two year olds will go up and down the slides.

Mr. LeMenager stated we just want to keep in mind that H-1 has swings. Whatever we put in H-1 should be a complement to the swings. That was exactly the kind of feedback I wanted from a parent. If slides and swings are what the kids really like, then maybe we need to figure out something for H-2 with at least a swing and a slide.

Mr. Farnsworth stated as you get older, slides start to get really boring.

Mr. Walls stated I still like them.

Mr. Farnsworth stated on the bottom one that Mr. Walls said he does not like, it accommodates a lot of different age groups.

Mr. Hornak stated you mentioned that it does not include installation. Who will install it, and who will take liability in case it is not installed correctly? Do not forget to factor in the playground surface.

Mr. Berube stated it will have 12 inches of playground mulch. Every single playground has it.

Mr. van der Snel stated the equipment will be installed by a certified company.

Mr. Berube stated it will probably be Game Time. The reason we want to stay close to the budget is because it will be 20% for installation costs. I think we have input from the Board. It is very easy to put a package together for next month's meeting and bring three more options back and discuss it again. We will come back the following month with three more options.

Mr. LeMenager stated no, try to bring more than three options so that we can make a decision. It sounds like where we are going is to spend more money on H-2 because they have nothing, and the less-expensive alternative will go in H-1 because it will complement something that is already there.

Mr. Berube stated a major consideration is that each park has different space available. We will pick choices as to where we can fit them in.

Mr. LeMenager stated yes, of course.

Mr. van der Snel stated the swing is already in H-1, so we need to relocate the swing or we can put an add-on to it.

Mr. Berube stated if we spend \$17,000 on the equipment, by the time we are done with the 20% installation and the playground mulch, we will be at \$22,000 or \$23,000. I am pretty sure we can find some line item in our budget to handle that, such as parks and recreation. We will consider this again next month.

**vii. Quote for Repairs to the Dog Park**

Ms. Kassel stated we received a quote from Hass. He is more expensive, but it also includes a lot more than Chapco's new quote. The one from Hass includes new gates, new concrete, new posts, and other items, whereas the one from Chapco does not include new gates or new concrete for posts.

Mr. Berube stated we have been patching it together for years. Ms. Kassel is a regular user of the dog park. I have no problem spending the money on it. Are you comfortable with what they are proposing?

Ms. Kassel stated yes.

Mr. Walls asked do we want to ask Chapco to provide a proposal with similar items?

Ms. Kassel stated they did and it was included in the package.

Mr. Walls asked to include the things that were not included? Or do they not care?

Ms. Kassel stated I have two concerns about Chapco. One, they took forever to respond. Two, if they thought things should be replaced, it should have been included. Their original proposal was not enough, and the second one was too much.

Mr. Walls stated that sounds fine to me.

Mr. Berube asked do we know the timeframe?

Ms. Kassel stated he can probably do it within the next month.

Mr. Berube asked how are we paying for it?

Mr. LeMenager stated we will be \$100,000 under budget at the end of the year, so we can afford \$4,600 for this proposal.

Mr. Moyer stated we are \$11,000 under budget for R&M parks.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the proposal from Hass Quality Fence for repairs to the dog parks in the amount of \$4,632.87.

**EIGHTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements for June 30, 2016**

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

Mr. Moyer stated we have collected all of our non-ad valorem assessments through June 30, so our revenues are fully funded. As a matter of fact, because of some people not taking the discounts, we are ahead of revenues from what we budgeted. We are doing okay on the expenditure side and are under budget by \$115,000. Together with the additional revenues and the reduction in expenditures, we are ahead of where we need to be by \$165,000. Some of that we will use for the buyout for the street lights.

Mr. Berube stated that is far better than hearing the opposite, that we did not collect all we need and that we overspent by 50%. Things are going well.

**B. Invoice Approval #195, 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 or on the website, and requested approval.

Ms. Kassel stated the first invoice is from Ameritas Life Insurance Corporation, and we have not had that before.

Mr. Berube stated we used to buy that from PCI Grand Island. It is dental and vision insurance for the staff. The first year ran out with them last September, and they simply did not renew. It just went away. Someone found out when they went to the dentist and the card did not work. They were not interested in renewing our coverage, so Mr. van der Snel found a replacement. I believe it is less money.

Mr. van der Snel stated it is pretty much the same. It is more coverage and better response.

Mr. Berube stated the health care marketplace is a disaster. They just drop you if they want.

Ms. Kassel stated I was also in contact with Ms. Burgess about worker's compensation for some of the activities the staff is performing, and we are now covered

for those activities for certain. I am glad to know our employees are fully covered for all the work they are doing.

Mr. Berube stated that resulted in a small increase, 5.66% on the hours that are devoted to that activity. I provided answers to a long questionnaire.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #195, check register, and debit invoices, as presented.

### **C. Meeting Schedule for Fiscal Year 2017**

Mr. Moyer stated this schedule pretty much follows the same schedule we have now.

Mr. Berube stated the December meeting is the 29<sup>th</sup>.

Ms. Kassel stated otherwise, it would have to be the 22<sup>nd</sup>.

Mr. Berube stated we could skip a month.

Ms. Kassel stated I do not know because that means a two-month gap.

Mr. Berube stated November's meeting is early.

Ms. Kassel stated we could make it December 15.

Mr. Berube stated that is almost a month from the November meeting.

Mr. Farnsworth asked what was wrong with December 29?

Ms. Kassel stated a lot of people are on vacation.

Mr. Berube stated historically, we have never had meetings during the holiday week.

Mr. Moyer stated the Board met on December 17 last year.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the meeting schedule, changing the December meeting date to December 15, 2016.

### **D. Discussion of Audit Selection Committee Process**

Mr. Moyer stated I would like the Board to appoint itself as the audit selection committee. This is all prescribed by State law. We will schedule an audit committee meeting to be held at a future date, at which time we will ask you to approve the scoring criteria to rank auditors that respond to the RFP and to authorize me to advertise for the RFP.

On MOTION by Mr. Berube, seconded by Ms. Kassel, with all in favor, unanimous approval was given to appoint the Board to be the audit selection committee.

**NINTH ORDER OF BUSINESS**

**Consideration of Facility Usage Applications**

**A. Use Application from Harmony Community Soccer Club for Soccer Practice**  
*(Mondays, Wednesdays, and Saturdays from September 7, 2016, through November 5, 2016)*

Mr. Berube stated Mr. Frank Butcofski sent me a message yesterday. He has some problems with how we billed him last year, as well as how we anticipate billing him this year.

Mr. Walls stated Mr. Qualls's law firm sponsored it last year.

Ms. Kassel stated yes.

Mr. Berube stated he mentioned that Mr. Qualls did something,. I did not know why he was involved, but now I remember.

Ms. Kassel asked are you sponsoring them again?

Mr. Qualls stated no, not to my knowledge. He is welcome to call me and we can discuss it.

Mr. Berube stated this is the same group as last time. They have two seasons a year. I think his concern was that we were going to bill him on an hourly basis, which was \$425 for the whole season.

Ms. Kassel stated I thought it was \$480.

Mr. Berube stated he said they did not get to use all the dates because of rains and other things. One day, the field was sprayed and Davey left up the fertilization signs, so they did not get to use it that day. He mentioned a lot of things and said they did not get much value out of it, even though Mr. Qualls paid for it. I do not want to get into an hourly rate and have all these problems when we usually charge a flat \$250 to other community groups and have to answer why he should pay \$425 instead of \$250. I told him that he needs to come before the Board if he has a problem with it. I understand what he is writing, but it is a Board decision, not mine. Do we want to charge him the hourly rate as provided in the rules? Or do we want to charge him the \$250 flat fee which is typically what we do?

Mr. Walls stated no, we do not.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor except Mr. LeMenager, approval was given to the facility usage application from Harmony Community Soccer Club for soccer practice on Mondays, Wednesdays, and Saturdays from September 7, 2016, through November 5, 2016, at the hourly rate for the soccer field.

Mr. LeMenager stated I would be in favor of charging them \$250 and consider it all one event.

Mr. Berube stated we do not know how many hours he is looking for because we have not figured it out. He may only be charged \$250 or less. I suspect it will be more since he brought up the subject.

Mr. Walls stated it is three days a week for several months.

Mr. Berube stated maybe he can contact Mr. Qualls and ask for another donation.

Mr. LeMenager stated I am fundamentally in disagreement with the position of other Board members on this.

Mr. Farnsworth asked if our fee is for the extent of maintaining the area, \$250 for them versus \$250 for someone else is totally unfair and inequitable.

Mr. Walls stated even if their fee comes to \$500, to me that is very cheap.

Mr. Farnsworth stated it should be some equality of benefit versus cost. There would not be if you did not stay with the hours.

Mr. Berube stated right.

Ms. Kassel stated you would also be favoring one organization over another.

Mr. Berube stated the problem is, you are dealing with the soccer club with a bunch of little kids. It looks like you are charging them too much. I understand.

Mr. Walls stated if they took this anywhere else, they would pay a lot more money than that.

Mr. Berube stated we put a policy in place. We did this last time. Mr. Qualls was nice enough to pay it for them. We are doing the same thing as last time and going by precedent.

Ms. Kassel stated that is fine.

**B. Consideration of Facility Usage Application from the Harmony Church for Movie Night (August 12, 2016)**

Mr. Berube asked is the HROA sponsoring this? Or is the church doing this on its own?

Mr. Walls stated I am under the impression they have all been done in conjunction with each other.

Ms. Kassel stated I do not know because it is not being sponsored by the social committee. The applicant is not the Harmony Social Committee but the Harmony Community Church.

Mr. Berube stated they have always asked for sponsorship by the HROA, and the social committee typically gets involved in it. If it is the church by itself, we charge them a fee.

Ms. Kassel stated it is 50 individuals.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the facility usage application from Harmony Church for movie night on August 13, 2016, for a usage fee of \$250.

**C. Consideration of Facility Usage Application from the Harmony Community School for Swimming Lessons** (*August 29, 2016, to September 2, 2016; September 12 to 16, 2016*)

Mr. Berube stated the swim classes are always approved for the school.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the facility usage applications from the Harmony Community School for swimming lessons.

**TENTH ORDER OF BUSINESS**

**Topical Subject Discussion**

**A. HomeServe Presentation**

Mr. Jim Golden reviewed the presentation from HomeServe, which is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

Mr. Berube asked is HVAC equipment covered under electric and the drain lines for HVAC equipment? Or if the compressor goes out, are you fixing it? Are you fixing the air conditioner when it does not work, or are you just maintaining the electric and water drains for the air conditioner.

Mr. Golden stated it is both. The home owner can choose a maintenance program or just a repair and replace program.

Ms. Kassel stated this is for home owners. Why is it being presented to the CDD?

Mr. Golden stated in working with Severn Trent, these offerings would come into your community. This is based on your approval. I am here to let you know these are available if home owners are interested in taking advantage of the programs. We do not want to just start mailing them without you knowing about it.

Mr. Moyer stated my concern as the manager of the District is, the District does not want to endorse or recommend a program. We are not going to be liable for this.

Mr. Golden stated right, and you are not in any way.

Ms. Kassel asked the purpose is because HomeServe is somehow affiliated with Severn Trent that you wanted to make a presentation so that we know that mailings are going to be sent to the residents?

Mr. Golden stated yes. It is to give you a heads up in advance that these programs are available for home owners. We are just providing awareness that home owners are responsible for these things, and if they are interested in protecting them, they can do so. The reason Severn Trent has gotten involved since HomeServe is one of three companies in the market that provides this service is because they wanted to do their due diligence of making sure they selected the best product with the best price and coverage.

A Resident asked in terms of the water and sewer lines and things that are external, how does that affect townhome owners who do not necessarily have a stake in that?

Mr. Golden stated the only people who would participate are those who are home owners or renters and putting the policy on that house. The only people who are going to get the service are those within the community.

Mr. Berube stated that does not answer the question.

Ms. Kassel stated if you have any questions about the service, it is not CDD related. Feel free to talk with Mr. Golden, and he has left his business cards.

The Resident stated I do not own a single-family home which entails responsibility for a greater range of services than a townhome owner.

Mr. Golden stated we will cover up to three attached condominiums. Any more than that gets too big. We cannot do apartment buildings.

Mr. Berube stated I gather than Severn Trent is going to do a mailing anyway.

Mr. Moyer stated HomeServe will do the mailing.

Mr. Berube stated yes, and Severn Trent will provide the addresses for a local mailing list.

Mr. Golden stated the CDD is not providing us with any data or any customer information.

Ms. Kassel stated we are not giving you any approval or anything. This was pretty much a sales pitch to the residents.

Mr. Berube stated it is letting us know what is going to happen.

Mr. Golden stated it is informational.

**B. Recycling in Common Areas**

Ms. Kassel stated this is a matter of getting recycling containers. We can probably have a resident take them or have certain people who do not have much recycling collect the recycling from recycling bins around the neighborhoods. We are an environmentally intelligent community, and we should have recycling bins for people to dispose of their water bottles and so forth. The idea is to have them around town.

Mr. Walls stated I get it and would agree, but I am not comfortable having residents do this or having bins scattered around.

Ms. Kassel stated it is messy. It is a question of what we are going to do with that recycled matter and not bring it to a dumpster but take it somewhere, or arrange with Waste Management or the County to pick it up.

Mr. Berube stated I asked this of Commissioner Hawkins who is in the waste business. Recycling is not as green as it seems because far too many tons of recycled material are available and no market for it. As a matter of fact, they are charging \$35 a ton to get rid of recycling materials, versus \$14 or \$15 a ton for trash going to the landfills. Getting rid of recycling is an expense. Also, he felt that Waste Management would not provide us with any containers, nor would the people who are collecting our dumpster now, which is Progressive. They are not interested in the recycling business. They might pick it up and they might not on a separate basis. There would be an expense to the CDD if we pursued this and bought the containers. I can see we have a driven number of people who would probably come around, pick up the containers, bring the containers to their houses, dump the contents into their recycling bins, and return the containers. I suspect that will wear thin pretty quickly, and then we would have recycling bins at several places around the property that are no longer being maintained, and we would have spent money to do it. Ms. Amanda Russo sent the email and is big into recycling. I understand that, but I would like to see a more developed plan from her or some method of doing this. If the implication is to have our staff manage these

containers, they still have to do something with them. The only logical place to put the recycled material would be to put it in residential recycling bins. They would need to put them outside so the staff can use them, or residents would have to pick up these containers, transport them somehow to their house, dump the contents into their bin, and bring the containers back. I do not think the mechanics have been thought out. It is an admirable suggestion to separate out recycling and maybe do something good with it, but everything involved with recycling is not as green as you might think. They can make three new water bottles cheaper than recycling one, as Commissioner Hawkins told me. As each city and town and municipality comes on board with recycling and mandating it, more and more product is hitting the recycling stream with no market for it.

Ms. Kassel stated there may not be a market, but you are removing things that are not biodegradable from entering the landfill.

Mr. Walls stated you are not. I sat in on a presentation the other day, and most of it goes to the landfill because people contaminate the streams anyway. Once it has a certain percentage of contamination, they dump it in the landfill. Most everything is going to the landfill, including what you put in your recycling bin.

Mr. Berube stated that was the implication from Commissioner Hawkins. He said it is more expensive to get rid of the single-stream recycling material, which is where we would be, and it is against the law to dump it. What happens is they say it is contaminated with food or some other contaminate, and then it ends up in the landfill because there is no market for it. I am not necessarily against it, and I still throw my stuff into green and yellow bins, hoping that some percentage of it ends up in a good spot. I see the mechanics of it, but the green aspect behind the scenes makes it not necessarily green. I am open to suggestions if residents want to do this and have a resident-driven program.

Mr. LeMenager stated I do not think we, as a public body, can endorse a program that requires volunteer residents to do something. It is a great idea, but I do not see how we can make the logistics work.

Ms. Kassel stated I do not know. We have volunteer residents placing signs in kiosks.

Mr. Berube stated that is entirely different. They are not carrying stuff around in their vehicles. Talk with Ms. Russo and develop it further. It is not off the table, but it has a certain number of difficulties.

### **C. Sidewalk Tripping Hazards**

Mr. Berube stated Mr. van der Snel and I have looked at this. It is Ms. Sue Murphy's house. The reality is that the sidewalk in front of the house is going to need replacement because the tree roots have pushed them up. It is pretty obvious. The way the panels have risen up will require the removal and replacement and getting rid of roots under probably three panels and a significant portion of the driveway. That will be a fairly big job. Mr. van der Snel has started looking for a contractor. They are hard to find, but he has a handle on one so far. We will contact Mr. Ferrell and ask who he is going to subcontract the other sidewalk to. We determined four spots probably need replacement of sidewalks. We will try to put together a package with a contractor to get all of this replaced. It will not happen next week, but it is on the schedule.

Mr. Walls asked are you saying we are going to spend money to fix a private portion?

Mr. Berube stated no.

Mr. Walls stated you said the roots would need to be removed underneath.

Mr. Berube stated yes.

Ms. Kassel stated her driveway.

Mr. Berube stated the walkway becomes part of her driveway as it curves around. Because the way it has lifted, it is up and down all over. To get this done right, it will be about 16 or 18 feet of concrete in total. We will find a contractor, have him bid on that and the three other areas that need replacement right now, and compare to what we think we can do it for in-house which would require some equipment like a cement mixer. We will probably end up with the contractor for the immediate needs. We will watch what they do and see how this works out. We should have that information by next month. It might just proceed automatically because it has to be done. If it is cheap enough, we will go ahead and get it done. It is a safety hazard.

Mr. LeMenager stated we need to think about what kind of precedent this sets.

Mr. Berube stated it is our sidewalk. We are not doing anything on her property.

Mr. LeMenager stated I will relay the story of my own house. When we moved in, those who are familiar with it know that the sidewalk on Schoolhouse Road actually dips to a low point right in front of our house. The solution our builder came up with was to scrape out some dirt, so we had a slightly lower area between the sidewalk and the curb. The reason they came up with that was because when we went to the CDD in 2008 with

this problem, the CDD said that it was up to us to take care of the problem and that the sidewalk should be repoured.

Mr. Walls stated I have a similar concern as Mr. LeMenager. If you look at the last time we repaired sidewalks, we did the undulating up and down.

Mr. Berube stated we stopped that pretty quickly when we figured out what was going on.

Mr. Walls stated yes, but that exists in some places. Over time, this will happen again in the same place.

Mr. LeMenager stated yes. My concern is that the level of these sidewalks will change over time. We are sorry that the pavers do not match anymore. Perhaps the solution is that they need to raise the pavers.

Mr. Walls stated that is exactly right. To me, the issue is the pavers. If the pavers did not exist, they would not have this gap.

Mr. Berube stated yes, you would. If that was a concrete sidewalk, it would break at the seam.

Mr. Walls stated you would not have this type of gap with a concrete sidewalk. These pavers are sitting low.

Mr. Berube stated I understand that, but if this was concrete rather than a paver driveway, the concrete would be broken along the seam line. The driveway would get poured, the sidewalk would get poured separately, and you would have a seam line where the root would raise the sidewalk and the driveway. I do not want to get into replacing all these sidewalks either, but this is clearly a root problem that has raised several areas of sidewalk above the existing grade and creates a trip hazard.

Mr. Walls stated this has happened all across the neighborhood.

Mr. LeMenager asked could they at some point in the future raise the pavers?

Mr. Berube stated they could, but she would have to do her whole driveway and walkway. The issue as I see it is, we have always had the responsibility to maintain sidewalks. We have ground this area several times to try to address the issue. You can only grind so many times, and there is no grinding left. They presented this as a trip hazard. It is about three inches off, and it will continue to get worse.

Mr. LeMenager stated I am all in favor of replacing a few panels.

Mr. Berube stated the possibility exists that we could cut the seamlines of the panels, lift them out individually, find the roots and cut them out, lower the grade, and put the panels back down. That is a possibility rather than replacing all the concrete. The labor and equipment involved to do that might approach what it costs to replace the concrete. That is why we are having a contractor come in to look at it and give us a proposal so we can discuss this more intelligently. We will not move on this regardless of what the contractor's proposal is until we come back next month or whenever to discuss this further so we can have a more informed discussion.

Mr. LeMenager stated that sounds good.

Mr. Walls stated that is fine. The pavers are individual. If you have a concrete panel with something underneath, that whole panel will move up.

Mr. Berube stated except for the seam.

Mr. Walls stated right, but you will not have this kind of issue.

Mr. Berube stated it might drag the driveway up with it.

Mr. Boyd stated the CDD has a responsibility to maintain the sidewalks. They are CDD facilities, and they can be safety problems. There is no obligation to maintain a driveway or a problem with the driveway, but the sidewalk itself that has a problem is a CDD obligation. Regarding what Mr. LeMenager mentioned earlier, I think the reason the CDD responded the way it did at that time was because it was new construction that a builder had just installed and it was defective.

Mr. LeMenager stated no, the CDD installed that sidewalk.

Mr. Berube stated the builder always installs the sidewalk and turns it over to the CDD. The CDD has never poured sidewalks.

Mr. LeMenager stated no, you are incorrect. I assure you the CDD did the sidewalk on Schoolhouse Road. It was all installed before any houses were built.

Mr. Boyd stated you may be correct, but at this point, ongoing maintenance of sidewalks is a CDD responsibility.

Mr. Berube stated the picture shows it pretty clearly. One seam is broken, the expansion joint is broken from the lift, and the worst one shows the width of the joint because it is raising up and is separating as it goes. We made several attempts at grinding it, but you can only grind so much. They are two or three inches higher than the pavers. The grade is off. One piece is raised. The root is probably growing underneath in a circle.

It continues into the driveway, and another panel is broken away from the driveway. The driveway has a big crack in it. To do this right, we really need to take it out and come to where it is level with the driveway again and pour it all level with the pavers. We will get into this more and more with the tree roots.

Mr. Boyd stated we did a report several years ago regarding procedures for sidewalk maintenance. It talks about the thresholds. If it is a certain gap, then you grind.

Mr. Berube stated we are still using that.

Mr. Boyd stated once it gets to a certain point, you have to replace the panel.

Mr. Berube stated you can see the grind marks. At some point, there is no more grinding. We still use that plan. If it is less than an inch, we mark it and wait until it gets to an inch. Then we grind it and angle it. The sidewalk grinder gets a lot of use and is waiting for a rebuild right now because sidewalk grinding season is coming. We will come back next month with wherever we are with this, and we will see what is going on. Ms. Kassel can let her know that it is not an easy solution, but we are working on it.

#### **D. Solar Sculptures**

Mr. Berube stated Facebook had a lively debate on this, and I am not sure where it ended up.

Ms. Kassel stated I did not hear from anyone who liked it.

Mr. Berube stated I think it was all negative.

Mr. Walls stated I would suggest we decline their offer.

Ms. Kassel stated I agree; let us decline their offer.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor except Mr. LeMenager, approval was given to decline OUC's offer for a solar sculpture in Harmony.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Supervisor Requests**

There being none, the next order of business followed.

#### **TWELFTH ORDER OF BUSINESS**

#### **Adjournment**

The next meeting is scheduled for Thursday, August 25, 2016, at 6:00 p.m.

On MOTION by Mr. Berube, seconded by Ms. Kassel, with all in favor, the meeting was adjourned at 8:35 p.m.