

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

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

Present and constituting a quorum were:

Steve Berube ( <i>by phone</i> )	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary
Mark LeMenager	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp & Qualls, P.A.
Steve Boyd ( <i>by phone</i> )	Engineer: Boyd Civil Engineering
Jeff Borio	Harmony District Staff
Peter Brill	Severn Trent Services
Rick Mansfield	Davey Commercial Grounds
Gerhard van der Snel	Harmony District Staff
Russ Weyer	Real Estate Econometrics
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

### Roll Call

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

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

### SECOND ORDER OF BUSINESS

### Audience Comments

There being none, the next order of business followed.

### THIRD ORDER OF BUSINESS

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

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

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the July 28, 2016, meeting.
---

**FOURTH ORDER OF BUSINESS**

**Public Hearing for the Imposition and Levy of  
Non-Ad Valorem Operation and Maintenance  
Special Assessments**

**A. Consideration of Resolution 2016-05 Imposing and Levying the Assessments**

Mr. Walls opened the public hearing for the imposition and levy of non-ad valorem operation and maintenance special assessments.

Mr. Moyer stated before we entertain public comment, we thought it would be a good idea to review the methodology process dating back to 2001. Mr. Weyer does a lot of special assessment work. He is not associated with Severn Trent. To their credit, Severn Trent asked Mr. Weyer to come in and take a look at all the steps in the methodology process to make sure that over the years, it is consistent with the base methodology. We have had conversations about that in the past. Mr. Weyer put together a presentation on his research on all the assessment methodologies and the documents.

Mr. Weyer stated I was asked by Severn Trent to take a look at the assessment methodologies starting with the master methodology dated April 27, 2000. They asked me to take a look at the proposal presented in January to do a blending of the assessments, and everyone agreed that we should not call it blending. I reviewed that, but I began by looking at the process to make sure it was done properly. The background really is around parcel H-2. The debt was originally apportioned on 17.82 acres. The pond is not developable. The net developable acres is actually 10.13 acres. So that parcel received an inordinate amount of debt on it. As a result, the maximum annual debt service level per unit on parcel H-2 exceeded the level provided in the master assessment methodology on a per-acre basis, which is \$73,600. It also could not exceed \$2,000 per unit on an annual basis, gross for a single-family unit anywhere in the District. Because of the net developable acres being reduced to 10.13 acres, those assessments were about \$2,500, which was not in compliance with the master methodology; hence, the blending to bring them all in line. The January 2016 meeting is when the Board discussed blending and what the builder had proposed. The H-2 non-developable acreage debt apportionment was spread among H-2, F, A-2, and M according to the proposal. Currently, parcel H-2 has 40 home sites and 11 residents. Parcel F has 66 home sites and eight residents. Parcels A-2 and M are not platted to date, so they have no residents or units yet. I was asked to review the validity of the blending and to make recommendations accordingly. We had to go through five tests when looking at all of this. First is a two-prong lienability test for valid assessments: (1) they need to have special and peculiar benefits, and (2) it

has to be a fair and reasonable apportionment. Those are all addressed in the master methodology dating back to April 2000. To understand the special and peculiar benefit, the master methodology from 2000 states that the District's systems, facilities, and services accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefit peculiar to those properties which flows from the logical relationship of the improvements to the properties. That talks about the special and peculiar benefit: do the facilities benefit the units. The answer is yes, they do. The District's methodology uses trip generation measurements and equivalent residential units to determine the special and peculiar benefit to each specific land use. Those are the techniques used to determine what the special and peculiar benefit is. Special and peculiar benefits accrued to each property within the CDD include added use of the property, added enjoyment of the property, and the probability of increased marketability and value of the property. For example, when you look at a piece of raw dirt, you would only be able to develop and use it if you put in the infrastructure. If you have a home site that does not have any infrastructure, the value would be approximately \$10,000. The infrastructure adds another \$20,000, so it is now valued at \$30,000, but the marketability is much higher than that. Consequently, the benefit received is much higher than what the assessment is. That is the test we perform. These special and peculiar benefits still hold true and have not changed for the land uses in parcels H-2, F, A-2, and M. Regarding the fair and reasonable apportionment, the master methodology again states that the duty to pay the non-ad valorem assessment is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the District's improvements, and the concomitant responsibility for the payment of the resultant and allocated debt, have been apportioned to each property according to the reasonable estimates of the special and peculiar benefits provided consistent with each land use category. That is essentially legalese and says that they have determined a special and peculiar benefit and have apportioned the debt accordingly. I looked at all the plats, and that has held true, and it was done according to the master methodology from the beginning. The District methodology uses trip generation measurements and equivalent residential unit measurements to determine the special and peculiar benefit to each specific land use, which is how it was apportioned. These benefits still hold true and have not changed for those parcels. Furthermore, the land uses are the same in these parcels, and the proposed

blending makes the proposed assessments fair and reasonable to all affected land uses, which are all 50-foot lots in those four parcels. There are three additional tests for the valid change in the assessments, which are also laid out in the master methodology: (1) the debt is not to exceed the ceiling debt level per acre, (2) the debt is not to exceed a maximum annual debt service per unit, and (3) the assessment increase has to be properly noticed.

Mr. LeMenager stated so our assessments for the current fiscal year violated point two.

Ms. Kassel stated the assessment for those four neighborhoods do not actually take effect until fiscal year 2017.

Mr. LeMenager asked were there any residents in those parcels?

Mr. Moyer stated no.

Mr. LeMenager stated it still violated point two.

Mr. Weyer asked for parcel H-2 because they were in excess of \$2,000?

Mr. LeMenager stated yes, because we did not go back and change it. That is just a technical point.

Mr. Weyer stated that is why the blending is important. The ceiling debt level per acre for parcels H-2, F, A-2, and M according to the April 27, 2000, master methodology is not to exceed \$73,519 per acre. The current level on all of the parcels is \$57,435.56, but that included the pond. We took the pond out and recalculated it to put it over those net acres, and the new level is \$69,098.60, which passes that test on a per-acre basis. The maximum annual debt service per unit is \$2,000 on the gross number. Parcel F was \$1,385.68, but parcel H-2 was \$2,554.42. To Mr. LeMenager's point, it was in excess of \$2,000. The blended level is \$1,592.89 for parcels H-2 and F, and it will be the same for parcels A-2 and M, as long as they come in with what they proposed. The original allocation was based on x number of units. As long as they come in with x number of units, we should be in good shape. Was the assessment increase properly noticed? The mailed notice is evidenced by the affidavit of mailing, which will be presented tonight. The hearing was advertised in a local newspaper publication. The public hearing is this evening. So the blended assessments passes the five tests: (1) special and peculiar benefit, (2) fair and reasonable apportionment, (3) ceiling debt level per acre, (4) maximum annual debt service per unit, and (5) assessment increase properly noticed. As to our

recommendations, in this case, the assessment blending is valid and passes all five tests. When they did the original assessment and sold units in parcel F, residents had notice of what the assessment was going to be in their contracts at \$1,300, and now it is going up to \$1,500. I suggest that the par debt for parcel F residents and contracted units be paid down to bring those assessments back down to \$1,300.

Ms. Kassel asked what does that mean for residents in the audience who may not be following all of this?

Mr. Weyer stated currently, a certain amount of par debt was put on each lot, which is \$15,000 or \$17,000 or whatever that number was. Now, that par debt number has increased on parcel F but has decreased on parcel H-2 because the proposal was to blend everything. Consequently, the parcel F portion of the par debt that increased should be paid down back to where it was for those people who already own lots. That would bring their assessments back down to the \$1,300 level.

Ms. Kassel asked who would pay it down?

Mr. Weyer stated the builder or the developer should pay it down. It would not be the District.

Ms. Kassel stated that is why I want clarity.

Mr. Weyer stated it is not the CDD at all because you still have a responsibility to pay that debt. The bondholders do not care where the money is coming from; they just need it paid. My recommendation is for the builder or developer to pay that back down to where it should be, which is eight residents and whoever is contracted in that parcel.

Ms. Kassel asked at what point? At this point tonight when we adopt the budget for fiscal year 2017?

Mr. Weyer stated yes, for the upcoming fiscal year. They can pay it down at any point because they are bringing the par debt down to the level where, going forward for the number of years left on the debt, it will be at the originally noticed level.

Mr. Moyer stated what makes the most sense is that they pay it before November 1.

Mr. Farnsworth asked will that be paid as a lump sum to the CDD?

Ms. Kassel stated we do not even know if they are going to pay it.

Mr. Farnsworth asked if they pay it, would that work?

Mr. Moyer stated yes.

Mr. LeMenager asked has this been discussed with the developer or the builders?

Mr. Moyer stated no, because I am taking the position that the District is not a party to those contracts. I think the people who are here tonight need to talk with their builder about what Mr. Weyer has indicated. That is between the purchaser and the builder or the developer in whatever disclosures were made to those people when they purchased the property.

Mr. Weyer stated the next recommendation is to make sure that the new assessment levels for the remaining parcel F home sites are being disclosed at the proper level by the builder. All future plats are subject to a true-up test according to the master methodology by the District manager prior to recording pursuant to the master methodology. Therefore, any future plats, such as parcels A-2 and M, before they are recorded need to come to the District manager, who will have it tested to be sure we do not exceed the \$73,000 debt level. At that point if he says it is fine, then he can pass it on to be recorded. The debt assessment is combined with the operation and maintenance assessment on the tax roll. I had some conversations with Ms. Elizabeth Moore who facilitates that for the District. From what I understand, that has kept your assessments level in terms of the operations and maintenance assessment. Going forward, what I recommend for this coming fiscal year is to do a budget and assessment study on the operations and maintenance assessment. In the future, if you keep the levels all the same, you are doing it on a per-unit basis, and the rest is paid by the developer on the unplatted lands. So you are receiving the full budget revenues now. However, if services need to be increased, then you will need to increase your assessments. I know they move that around, but I do not want to see the services deteriorated. The recommendation you may want to do this upcoming fiscal year is to look at your operation and maintenance assessment and do a study on it.

Ms. Kassel asked what will that study require? Is that something our manager can do?

Mr. LeMenager stated we do that all the time now.

Mr. Moyer stated that is correct. One other thing I think we need to put on the table so that the people who are here and have raised issues in the past can be addressed up front is the idea that your house does not have an alley behind it so why are you being assessed for the alley, or you do not live on a pond so why are you being assessed for a pond. Basically, the original assessment was based on an infrastructure program that permits the development of Harmony as a functional, inter-related community. It was allocated

over the acreage, not on specifics where alleys were allocated just to the houses that abut alleys. They are part of the infrastructure program, and they are available to everyone. That is the basis for the master methodology.

Mr. Berube stated everyone has access to all the facilities: swimming pools, splash pads, boats, and so forth. To say one neighborhood has one or more or fewer facilities than the rest may be physically true, but the fact is that everyone has equal access to everything. When you look at the community, everything blends in, which is what Mr. Moyer said. You have to look at the big picture where everyone can access everything on an equal basis. Neighborhoods are not segregated at all.

Mr. Qualls stated I appreciate Mr. Weyer's presentation and anticipate it will be made part of the minutes. Tell me about your background and experience in this area and also about your company.

Mr. Weyer stated I was in the land development business a long time ago; however, for the past 15 years, I have done assessment methodologies for community development districts, fire districts, and other entities and municipalities. I am also a district manager for a couple districts in southwest Florida, so I am very familiar with the management side of special districts.

Mr. Qualls stated this Board has a special assessment policy and procedure. On page 2 of this procedure, in summarizing what the Board's responsibility is as it relates to levying and imposing non-ad valorem assessments, it says that with the aid of the manager, consultants, and legal counsel, the Board must use the engineer's cost report to allocate costs per acre or parcel, allocate any applicable debt per acre or parcel, compute and allocate the assessment per acre or parcel, determine the special benefits peculiar to the acres or parcels, apportion the special and peculiar benefits in a way that is fair and reasonable, and prepare and adopt the non-ad valorem assessment roll. In your review and preparation for tonight, did you review the engineer's cost report?

Mr. Weyer stated yes.

Mr. Qualls asked did you review the applicable debt per acre or parcel?

Mr. Weyer stated yes.

Mr. Qualls asked did you compute and allocate the assessment per acre or parcel, or review the calculation that has been presented to the Board?

Mr. Weyer stated I reviewed it, and it did follow the master methodology.

Mr. Qualls stated your report included the special and peculiar benefits flowing to the property.

Mr. Weyer stated that is correct.

Mr. Qualls stated to make it clear, those included added use, decreased insurance premiums, and increased marketability.

Mr. Weyer stated yes.

Mr. Qualls stated these are special and peculiar benefits. The Board has also instructed the District manager to allocate these assessments. Have you reviewed the allocation of these assessments?

Mr. Weyer stated yes, I have.

Mr. Qualls asked is it your professional opinion that the allocation of those assessments is fair and reasonable?

Mr. Weyer stated it is fair and reasonable.

Mr. Qualls asked is it your professional opinion that the special and peculiar benefits flowing to the property are higher by orders of magnitude than the assessments that are going to be paid by the property owners?

Mr. Weyer stated yes.

Mr. Qualls stated I appreciate your patience as I asked those questions for the record.

Mr. Walls stated hearing no other comments from staff, we will entertain comments from the audience.

Mr. Mark Garrison stated you mentioned that we need to approach the home builder. The builder is not even doing what they are supposed to be doing with me for maintenance and work around the house they are building. How am I supposed to talk with them and tell them that they need to pay another \$20,000 to bring down the assessment?

Mr. Moyer stated \$1,400.

Mr. Garrison asked is that for just the first year?

Mr. Moyer stated that would reduce the principal amount to a level that would have been equal to what was disclosed to you.

Mr. Garrison asked is that is just for one year, though?

Mr. Moyer stated no.

Mr. LeMenager stated it is forever.

Mr. Garrison stated about 13 or 14 houses have been contracted or have people living in them right now. How do we approach them about this when I cannot even get them to do warranty work on the house? They will not return phone calls. They will not do anything.

Mr. Moyer stated I would look at the disclosures they provided to you unless it was not disclosed to you that the assessment was going to be \$1,589.

Mr. Garrison stated no, it was not disclosed to us. They said that our assessment would be \$2,400 and change for the CDD assessments.

Mr. LeMenager stated that included the operation and maintenance portion.

Mr. Garrison stated yes.

Ms. Kassel stated the unfortunate thing is that hiring an attorney will cost you more in attorney fees than you would net by paying the difference.

Mr. Garrison stated that is probably true. So the CDD is not going to help out in any way?

Mr. Walls stated we are not in a position to give you advice on that particular matter. That is between you and the builder, and we do not want to get involved in that.

Mr. Garrison stated but it is your recommendation that the builder or developer pays it down because it was not disclosed at the time. Also from my understanding, H-2 was changed because it was originally supposed to be townhomes, and a portion was changed to single-family homes because they could not sell the townhomes in an appropriate timeframe. If H-2 was still townhomes, would that fall under the \$2,000 maximum per unit? Each unit would then be paying a portion of that, not just one house. From what I understand, the developer changed from townhomes, which would have four units on a lot versus one single-family home.

Ms. Kassel stated the key word is "developer." As individuals, we all empathize with you. As CDD Board members, it is not our place to intervene. It is not even anything where we would have any influence.

Mr. Garrison stated you are intervening by blending the assessments. Why are you just blending these couple neighborhoods? Should that cost be associated with every neighborhood? Like you said, every neighborhood is benefiting from everything within Harmony. Should the whole community take up these costs?

Mr. Berube stated it is important to remember that the developer was involved with the builders in this. In fact, the developer included more land to make this more amenable. As Ms. Kassel just alluded to, the developer probably has the ability to persuade the builder to do what is proper in this instance based on the presentation that was just given. I understand that dealing with builders is difficult. Dealing with the developer will not be easy, but I think they are the ones to assist you in getting the builder to listen. I am speaking very carefully on purpose because I do not want to put words in anyone's mouth. This is a very touchy subject, and we have to be careful where we interject. I agree that the developer is involved in this, and they may be the ones who have the persuasive power to help the home owners involved with the builder.

Mr. Walls stated as Ms. Kassel said, we empathize with you and we understand your concern. We could go back and forth on questions all night that are theoretical. I just want to hear comments from the audience.

Mr. Garrison stated I ask that the Board help set up a meeting between the home owners and the developer so we can ask them to talk with the builders. Would the CDD Board be willing to set up that meeting? For each of us individually trying to contact the developer would be very difficult.

Mr. LeMenager stated the Board cannot do that.

Mr. Garrison stated the Board would not be responsible for anything.

Mr. LeMenager stated I understand, but we had another example of this earlier in the week. The Board does not get involved in the day-to-day operations. We are actually not allowed to do that; however, I would think a letter from the manager to the builders outlining the situation might help.

Ms. Kassel stated include a copy of the presentation.

Mr. LeMenager stated yes, a copy to the affected parties might be very effective.

Mr. Garrison stated I am sure the home owners would be very appreciative of that instead of us trying to reach out to those individuals.

Mr. Moyer stated we will do whatever is the direction of the Board.

Mr. LeMenager stated I think that would be a very good idea.

Ms. Gail Borysko stated this is the first time as a home owner that I have heard of this. You seem to feel that it was properly noticed. How was that advertisement made? Was it by email or by letter?

Mr. Moyer asked do you live in neighborhood F?

Ms. Borysko stated I do not even know where that is.

Ms. Kassel stated she lives in neighborhood D.

Mr. Moyer stated so this does not apply to you.

Ms. Borysko asked so all the other home owners were notified by mail?

Mr. Moyer stated no, only the affected property owners in neighborhood F because H-2 was not adversely affected.

Mr. Qualls stated we also have to advertise in the newspaper.

Mr. Moyer stated yes, and I have the proof of publication that I will enter as part of the minutes.

Mr. Steve Hornak stated I think it was the manager who stated that the question was whether or not there were alleys or ponds in a neighborhood. I do not really think that was ever the question. The question was the disparaging amount that certain sections are assessed at versus others. What you are basically doing is taking the acreage from H-2 and assigning that debt burden to the owners in F. What should be occurring is that the debt burden from H-2, since it was too excessive and did not comply with the rules, should be positioned and spread over all the homes, not just on three or four other sections. That is unfair. When I start to look at other sections, unfortunately the neighborhood where the Board members live is paying the least of the 50-foot lots. They are paying about \$700 or \$800 less per year than neighborhoods F and H-2. That is a significant difference. I think that would violate your fair and equitable test because it is such a large difference. You are taking the debt from one and assigning it to a couple other neighborhoods. If there was a problem with the calculations because of what the developer had done, that debt should be reapportioned to everyone, not just select people. At a meeting in November, the Chairman said that the assessments were not going to increase. He should have been saying that his assessments were not going to increase and a lot of other residents' assessments were not going to increase, but owners in F and the other two neighborhoods that are still unplatted will increase. They will take a greater debt burden. I will ask the expert how this is fair and equitable when there is such a large difference between a 50-foot lot in one neighborhood and a 50-foot lot in another neighborhood.

Mr. Weyer stated it has been apportioned and allocated according to the master methodology. That was my test. They did it fairly and equitably all the way back to 2000.

Mr. Farnsworth stated first, equitable does not mean identical. Second, the debt that was reapportioned is a debt that was held by the developer and then conveyed to each of the builders. They reapportioned their debt, the debt that they were still holding, not the CDD's or the rest of the community's. They were holding a certain amount of debt for a total land mass, and they reapportioned how they distributed the debt they still held. It was not up to us. The only place we got involved was in agreeing to what they had done with the rest of their debt. The unfortunate part was that they did not get that done before they sold lots. They conveyed the wrong information. As Mr. Weyer pointed out, they really should own up to it, but we cannot force them to own up to it.

Mr. Hornak stated you are saying they changed moving the debt, but that is not the case. It is this Board saying that the debt burden, which is on the record for the CDD, was getting moved from parcel H-2 to parcels F, A-2, and M.

Mr. Walls stated I do not want to get into a back-and-forth debate. Make your statement for the Board's consideration.

Mr. Hornak stated my statement is that this is unfair. It is not equitable. It is not fair according to your own documents. It does not comply with what you are saying. While combining a couple sections in a bubble might comply, it does not comply when you put it to the full litmus test. I think you are opening yourselves to possible litigation on this topic.

Mr. Walls stated duly noted. Hearing no further public comments, the public hearing is closed.

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

Mr. Moyer stated the resolution has several blanks, and I will enter what those numbers are. One deals with the overall assessment for the general fund's operation and maintenance assessment, which is \$1,828,804. Of that, other fees and charges that are not on the tax roll are \$680,147. The top of page 2 deals with the debt service fund and the assessment for Series 2014 and Series 2015 bonds pursuant to the budget, which is \$2,348,636. The documents that established the assessment methodology that is used by the Board is October 24, 2000. The other date is June 10, 2014, which was the date of the refinancing of the Series 2001 bonds.

On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to Resolution 2016-05 imposing and levying the assessments for fiscal year 2017.

**FIFTH ORDER OF BUSINESS**

**Subcontractor Reports**

**A. Landscaping: Davey Tree**

**i. 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 at the last meeting, we discussed improving details on the property and weeding and that we would change the site manager if leadership did not improve. It was absolutely necessary to make a change in the management. During that period of time, it was appropriate for us to bring on more labor force to utilize the dollars that we were paying that person temporarily. Additionally, I brought on three employees to help clean everything up that I felt this person had let go. We have had them in place for approximately six weeks, and I am keeping them in place for another two weeks. Hopefully you are seeing improvements. I have seen a lot of improvement. I still see some other things on my list, but they are working toward getting all those accomplished. I have a new manager, Mr. DaQuan Bennett. He will be available September 1. The reason I chose him is for his leadership abilities with people. I know the Board was happy with Mr. John Rukkila, and Mr. Bennett has the same mentality of taking it personally as if it is his own property to try to help you and to make sure he is communicating. I think that will work well overall. I also feel that he will work well with the team that is in place. That was not happening previously.

**ii. Plant Report**

Mr. Mansfield stated the laurel trees have had a final assessment by the doctors in the lab, and they are saying at this point in time that they have no stromila or bot canker. They are calling it adverse environmental and/or poor site conditions as to the reason. They are basically saying it is current land conditions. Whenever there are any issues such as long-term dryness, extreme heat, or whatever else, that is causing those types of issues in weakening the tree to where it is catching other types of diseases. Yesterday, I brought down another opinion. Dr. Ahmed Ali is an employee of ours and is a doctor of arboriculture. He is the former president and board member of the International Society

of Arboriculture. He has won many awards in this area. He took a look and basically confirmed their assessment. He made recommendations that if you want to still try to maintain the trees, we must take the deep-root fertilization out to one foot past the drip lines. Also at that time, we would do vertical mulching, which is putting in a type of water-soluble soil that has a large amount of nutrition in it, and also replace the remaining dirt around it. The other option would be to replace the trees with 100-gallon trees of a similar type. Within three to five years, they would all be the same height and character of those trees. The price for doing both is almost identical, about \$3,200 per tree. We can continue to do what we are doing, which is to aerate around the tree base and continue to do fertilization. The only other option would be to reinstall the bubblers that were on the trees so that any time we are having any type of adverse conditions, we would be able to add more water, especially when it is as dry as it is this time of year. It is just like a young person who can withstand the extremes, but the older you get, the less you can handle the extremes. That is what they are saying is happening with the trees.

Mr. LeMenager stated I am not an expert, but it strikes me that putting in new trees without actually redoing all of the ground would leave the new trees susceptible to the same thing.

Mr. Farnsworth asked is there a tree of that height that would be acceptable that is more resilient to the type of disease that we are running into?

Mr. Mansfield stated to answer both questions, we would be putting in new soil when we install the trees and approximately eight feet around them, so we would not have that issue.

Mr. LeMenager asked so getting new trees would include getting rid of whatever soil is there?

Mr. Mansfield stated yes. To address Mr. Farnsworth's question, I would go through Dr. Ali to make the final call, but we would try to get something that does not have such an extended root base that would get out past the new soil. You have a lot of opportunities with this type of tree for girdling roots. That is where all the roots start to combine and choke each other out. You do not even know it is there. The only time you know is when it is visible. At the top of the tree, sometimes you see the root growing around the tree, and that suffocates the tree. There is a good chance that if we pull those trees out, we will find some girdling roots around the main roots of the tree that you

cannot see at this point. Dr. Ali is recommending to do a smaller tree root ball. We will not be replacing it with a palm tree, but to use the palm tree as an example, they have a very minimal root system. We would recommend something like that.

Mr. Berube asked what was the cost on the deep-root fertilization and watering?

Mr. Mansfield stated about \$3,200, which is the same cost as replacing the tree. By replacing the tree, you are getting something very young compared to an older tree that is already stressed.

Ms. Kassel asked what would the caliper be?

Mr. Mansfield stated probably at least five to seven inches in a 100-gallon tree.

Mr. LeMenager stated a 100-gallon tree is a pretty big tree.

Ms. Kassel stated yes, but the existing trees are not that size.

Mr. LeMenager stated the existing trees are dying and look terrible.

Ms. Kassel stated yes, and that only happened in the last year.

Mr. LeMenager stated agreed, but they are not getting any better.

Mr. Mansfield stated no. I truly do not know what other experts to bring in. Dr. Ali is probably one of the best that there is.

Mr. Berube asked did you suggest adding the bubblers back right now or only if we replaced the trees?

Mr. Mansfield stated I would do it in both cases. I am not saying the bubblers have to be on at all times. I am only recommending that they are used if we are starting to see the extremes: dryness, extreme heat.

Mr. Walls asked should we try something like that at first, which is relatively inexpensive? It might possibly improve conditions.

Mr. Mansfield stated I think it will improve conditions, and we are getting toward the end of the season where I do not think it will be as dry or extremely hot. We had that just a while back. I can only give you my personal recommendation. The new trees will have a three- to five-year timeframe before they are close to the same height. I would recommend going with new trees and having the younger stock of trees.

Ms. Kassel stated I do not know that we have to make a decision at this meeting. Perhaps we can look at the trees, think about it, and bring it back at the next meeting to decide.

Mr. Berube stated yes.

Mr. Mansfield stated that is fine. I just wanted to share the findings with you.

Mr. Berube stated I am willing to wait for a little while.

Ms. Kassel stated I want to note that Mr. Rukkila is no longer with Davey.

Mr. Mansfield stated that is correct.

Ms. Kassel stated so we no longer have Mr. Garth Rinard, Mr. Rukkila, or Mr. Billie Newell. It is a whole new staff, who do not have the history. Something I raised with Mr. Rinard and Mr. Rukkila was the replacement of materials. I know you have gone through a lot of turmoil, and staff has gone through a lot of turmoil. I do not know if Mr. van der Snel is working on this with Davey or not. I do not expect this to be done next week or next month. Fall is a better planting time. Quite a few areas were refurbished, but the refurbishments did not take. They failed. I want to make sure that is attended to by December.

Mr. Mansfield stated I received that information from Mr. Rukkila, and I will be working with Mr. van der Snel to get it done. As you mentioned, it is not exactly the right time to do it. We need to make sure all the conditions are right.

Mr. Walls asked will Mr. van der Snel stay on top of that for us?

Mr. van der Snel stated yes.

Mr. Garrison stated the area behind my house that the CDD maintains was reviewed by Ms. Kassel. It is so wet that the trees are actually dying. Some trees have been removed, and we have huge holes in the ground that kids can fall in and get hurt. The trees were just pulled out of the ground and the holes left. The groundwater and drainage are bad. My issue is more with the landscaping. The trees, grass, and so forth are dying because the ground is so wet. Will that be addressed, and will the trees be replaced?

Ms. Kassel stated Mr. Garrison told me about this issue, so I went to take a look this past weekend. It is behind neighborhood F, between F and the pipeline. I did not go all the way to the end, but in at least two areas, the drainage is not working properly. We may need to carve out some channels in both the ground and in the cement collars around the grates so as to allow for better drainage. The water is just sitting there. We have been through a relatively dry time, and the water is just sitting. It is a bit of a mosquito issue, as well, which is something we want to make sure gets addressed. Perhaps Mr. Garrison can meet with Mr. van der Snel and take a look at it.

Mr. van der Snel stated I am aware of the situation, as is Mr. Berube. We are dealing with a wet area that is the developer's fault.

Mr. Berube stated we have an agreement with the developer. Mr. Boyd made some changes in that area toward the end of last year when we raised this issue. The developer agreed to monitor it, along with us, to see what happened when it rained and to keep the ditch dry. Some trees have been replaced for various reasons. I also became aware of the water sitting there. I think it is fair to say that we can contact the developer, and I am happy to do that. We are limited in what we can do with modifying the drainage because that is permitted through the South Florida Water Management District (SFWMD).

Mr. Boyd stated yes, there are some limitations.

Mr. Berube stated what is going on is, around the drainage grates to the west end of the ditch, the land is a little low around the drainage grates, and the water sits there and cannot get over the concrete to the metal grate and drop down into the drainage pipe. The ground is saturated, and the water cannot make it over the hump. I think that is what Ms. Kassel is referring to by cutting some grooves in the concrete to let that water drain down over it. The other option is to raise the land around it, but that creates a problem because then you have a mound. I think we will need Mr. Boyd to look at that and give us some recommendations.

Mr. Boyd stated I will. What Ms. Kassel is recommending may, in fact, be a good solution there, especially if we combine that with some backfill and some gravel so that the water is able to make its way to the gravel and easily move to some notches that are cut into the side of the box. I will review that and figure out a way to improve it.

Mr. Berube stated we have the sidewalk grinder, so if we are going to cut a channel, we can do that fairly easily. We can remove the metal grate to do it or just grind a half-round channel if that does not violate the permit. I do not think it would.

Mr. Boyd stated no, that would not. What we are discussing does not need to be permitted, so it will not be a problem.

Mr. Walls stated the engineer will be out to review it, as will Mr. van der Snel, and they will keep us apprised.

Mr. Garrison stated SFWMD knows about it because I called them. They came out and looked at it themselves, and they were going to give their recommendation and also go to the developer about the grate issue.

Ms. Kassel stated I will request that the entire drainage ditch be reviewed. When I went back around the other side, on the south side, I noticed that each side of that drainage ditch had standing water, as well. I did not go all the way to the west, so I will ask Mr. Boyd to review the entire drainage ditch from Schoolhouse Road or Galaxy Drive, wherever it starts, all the way to Dark Sky.

Mr. Berube stated it has four drainage grates in total. I may have stated the wrong direction, but several of them are wet.

Mr. Boyd stated I know where they are, and I will look at all of them.

### **iii. Contract Renewal**

Mr. Qualls stated last month at the direction and leadership of Ms. Kassel and in leading up to this meeting, we had several meetings with Mr. Mansfield. The posture we are in is that we are taking the Ave Maria procurement for landscape services and are piggybacking onto it. We put together a contract and sent it to everyone. I appreciate the feedback we received. It had several scrivener's errors, and we have corrected those. We have made no substantive changes, nor would I recommend that we would because we are piggybacking off an existing contract. What I distributed is a substantially complete version. If the Board has no comments or concerns, I have discussed with Mr. Moyer that we intend to advertise the fact that the District intends to approve this contract and undertake this procurement, and that the final decision will be made at next month's meeting. That will give the public or any prospective bidders the opportunity to review everything and make any comments, and it still gives us time to undertake the new services by October 1, 2016.

Ms. Kassel stated I did not have time to review the maps sufficiently because we have three maps, and I found them a little confusing. I did not look at them in detail. I did not see any definitive indication of what Davey is responsible for.

Mr. Berube stated I had a conversation with Mr. Boyd this afternoon regarding this. Mr. Boyd, Mr. van der Snel, and I are going to meet in the near future probably along with Mr. Mansfield. Mr. Boyd will print four blown-up maps which will provide that level of detail. I had the same concern because we have a contract, and it is hard to tell exactly what Davey is responsible for. With the changes at Davey, they may not know, either. We will come up with a very detailed, full-size map of the entire District and delineate everything that Davey is doing. We will keep that updated as we add new areas and new neighborhoods.

Mr. Walls stated that was my question, as well, so I appreciate that.

Ms. Kassel stated I did not have time to review the contract that came in yesterday. I noticed some scrivener's errors on the 18<sup>th</sup>, and they may have been corrected but I am not sure. Since we are not approving this until next month, I will take the time between now and the next couple weeks to provide Mr. Qualls with what I noticed if they are still in this updated version.

Mr. Qualls stated I appreciate the Board members being very thorough. You caught a lot of the errors. That is great because it shows the public that you are serious about what you do. We appreciate that and look forward to getting this finalized.

Mr. LeMenager stated next month, you need to come prepared to vote yes because the contract expires a couple days later.

Mr. Walls stated it is my understanding that everyone has reviewed the contract and is in agreement with everything. It is just a matter of the Board voting in favor of it next month.

Mr. Qualls stated that is correct. Bottom line, we are taking an existing contract and we are piggybacking off it. So it will not have any substantive changes between now and then; otherwise, we are not piggybacking but doing a separate procurement. The Board has approved this in concept. All we are doing now is taking the time to notice your intent to approve the agreement. If you look at Chapter 120, Florida Statutes, for bid protests, that is an important step to put the public on notice that you are going to undertake this procurement. It is ready to go. I do not anticipate any challenges. I think it is just a matter of taking the extra step to properly notice it.

Mr. LeMenager asked what is the deadline for a notice?

Mr. Qualls stated we will advertise it next week.

Mr. Berube stated Mr. Qualls will prepare separate contracts for mulching and annuals.

Mr. Qualls stated yes, and we have been working on those with Davey. We will have them completed in plenty of time for the Board to review them for next month's meeting, as well. We have the basics already in place and are just going through the details.

Mr. LeMenager stated those fall well below the bidding threshold.

Mr. Qualls stated yes.

**SIXTH ORDER OF BUSINESS**

**Developer's Report**

There being nothing to report, the next order of business followed.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Engineer**

**i. District Maps**

Mr. Boyd stated I sent a letter earlier today with the items I wanted to address tonight since I am not able to be there in person. I sent Mr. Farnsworth some updated maps. As Mr. Berube suggested, we will be getting together to create a new map strictly for purposes of managing the landscape contract. The landscape map that was issued today is a large-picture map that really shows lands owned and what the maintenance obligations are. It was never intended to be the blueprint for our maintenance contract, but we will get that done.

**ii. Request for Transfer of Maintenance of Stormwater Facility to the CDD for Neighborhood H-2**

Mr. Boyd stated I will ask the Board to authorize the Chairman or Vice Chairman to sign the SFWMD operation and maintenance transfer form, which puts the permit in operation of the CDD.

Mr. Walls stated this is something we have already done several times.

Mr. Berube stated yes, we just accept the responsibility for that facility.

Mr. LeMenager stated we have discussed the problems in neighborhood F, so the discussion is timely. Is Mr. Boyd comfortable that H-2 is working properly?

Mr. Boyd stated we held off on H-2 because it still had some areas of concern.

Mr. Berube stated I have not noticed anything in H-2 that is problematic after the rain storms or other rain events. It has ditches, but they are nowhere near the depth of F. The drainage elevation seems to be different for whatever reason. I have not noticed anything of any concern in H-2.

Ms. Kassel stated we may want to wait until the next meeting. It is still hurricane season, and we may have a significant rain event within the next month but certainly within the next week. We may want to wait to give that approval until after we have had such a rain event, or at least give it a little more time to see if that happens to see if the drainage is working properly.

Mr. LeMenager stated that is a good idea.

Mr. Walls stated we will wait until next month and give it a full evaluation anytime we have some rain in the next month.

Mr. Farnsworth asked is there a time limit or time factor in our approval?

Mr. Boyd stated SFWMD likes those to be done within 30 days of construction completion. I am not aware of a penalty to anyone, but if you want to wait until next month, I do not know that it will be a problem. As we have seen, we have had some intense rain activities since H-2 was completed, and I think H-2 is performing well.

Mr. LeMenager stated I have no problem in approving it now.

Ms. Kassel stated I still think we should wait until next month. Better safe than sorry.

Mr. Walls stated I think since we have waited this long, we can consider it next month.

Mr. LeMenager stated that is fine.

Mr. Berube stated we can wait until next month.

### **iii. Status of Butterfly Drive Sidewalk**

Mr. Boyd stated this sidewalk is formally into the County and is being reviewed. I am hopeful that we can get an approval in about two weeks. At that time, we will have a pre-construction meeting with the contractor and the County inspector, and then they can start work.

### **iv. August 9, 2016, Letter from SFWMD**

Mr. Boyd stated I was forwarded a letter that was sent to the District regarding an old permit application for Buck Lake dock, but they had the wrong address. They sent it to the welcome center. It looks like it pertains to an old permit that was filed in 2013 by the Dock-ers when the plan was to expand Buck Lake dock. SFWMD sent him a letter asking for information, but they never received any response. At this point, they are asking for a letter from the CDD withdrawing the application since it is beyond the timeframe. If they do not get that letter, they will issue a denial. My recollection is that some work was being discussed, but the Board decided not to proceed with it.

Mr. Walls stated that is correct.

Mr. Berube stated the dock was going to be renewed, and it was going to be an expansion of the dock. The developer was the owner of the lake, and there was a hassle in getting it permitted as a replacement dock with the expansion. However, they did approve a replacement dock that essentially was the same size as the other one. What you are seeing is the request to put in an extended dock, but we ran into other permitting issues. The dock expansion was just a replacement, not an expansion. The expansion project has been on hold because the current developer, from my understanding, does not really want

to go through the permitting process. Right now, we are okay with the dock size. With the approval of the Board, we can withdraw that expansion request because it is not on our drawing board right now.

On MOTION by Mr. Berube, seconded by Ms. Kassel, with all in favor, unanimous approval was given to withdraw the expansion request to SFWMD for expansion of the boat dock.
---

Mr. Berube asked does this require a letter from the District manager?

Mr. Boyd stated I think the letter can come from me, and I will take care of it.

**v. Reserve Allocation Worksheet Updates**

Mr. Boyd stated Ms. Kassel sent me some items that needed to be added to this. I was hoping to get them added and the worksheet updated, but it requires me to make a visit to the site and do a little more research. I will get that done and issued prior to the next meeting.

**vi. Clay Brick Road Drainage**

Mr. Boyd stated even though I have requested it, I have not heard anything back from the County on whether or not they have been back out to further investigate and take action. Mr. Berube said that they came out and looked at it and basically shrugged their shoulders. We have proved that it has a definite blockage in a pipe. They have told me that they are going to work on it, but I cannot get any follow up from them.

Mr. Berube stated a resident who works at the County went in with a back truck and did some jetting and sucking out. They really did not find anything conclusive, but that does not mean that they did not blow something out the other end. They also agreed that the level of water in the round tubes under the drainage grates – cisterns – was about equal with the level of the pond.

Mr. Boyd stated they are wrong about that. The levels are not equal.

Mr. Berube stated I do not disagree with you. He said that since he lives here, he is waiting for the next big rain event, and he will take a look, which he has done before. If it floods again, they will go back out based on our current open work ticket and do something different. That is where it stands. I do not think we have had a rain event that caused flooding, but he is watching it for us.

**B. Attorney**

There being nothing to report, the next item followed.

*The record will reflect that Mr. Berube left the meeting.*

**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.

Ms. Kassel stated your report indicates that the hippo method is very time consuming because you have to empty the socks several times a day.

Mr. van der Snel stated we have to empty them every hour depending on the wind. It is a very time-consuming method, but it works. Staff works on it six days a week. I work on it three of those six days. Depending on the wind, sometimes the hippo turns and is not doing anything. We are 60% clear on the right side of the pond at the Estates, and the left side is all cleared. The pond still has some algae, but that is going away quickly. I expect that by the end of next week, the right side of the pond at the Estates will be clear. It is time consuming and labor intensive, but the duckweed was very thick. It was at least two inches thick, so we had to break it down manually in order for the hippo to eat it. Otherwise, the pump would get stuck.

Mr. LeMenager stated going forward, we will not let the ponds get in this condition before we use the hippo to clean them off.

Mr. van der Snel stated that is correct. It is all preventive.

Ms. Kassel stated it seems like the hippo is a durable piece of equipment and is workable over an expanded period of time.

Mr. van der Snel stated yes, it is 90% pvc, and the pump is very durable. It works but it is time consuming.

Ms. Kassel stated as Mr. LeMenager said, that is because we let it go.

Mr. Farnsworth asked what kind of repair was done on the sidewalk?

Mr. van der Snel stated the situation on Bluestem was such that the roots underneath the sidewalk were about six inches thick. They had to take the pavers out and cut out the sidewalk panel, cut out the roots, then put the sidewalk panel back in. It was pretty labor intensive for them to do.

Mr. Farnsworth stated they did not lay the slabs back over roots.

Mr. van der Snel stated yes, I prefer that method. It is a little more labor intensive for them, but they said they could do it that way.

Ms. Kassel stated that was done by an outside contractor.

Mr. van der Snel stated yes.

Ms. Kassel asked they shaved the root, or they removed it?

Mr. van der Snel stated they removed it. They had to because it was going into the resident's lawn and garden toward their garage and the house.

Ms. Kassel stated they just removed the section that was under the sidewalk. The root beyond that will just die off.

Mr. van der Snel stated yes. They removed three sections of roots, leveled the ground, and put the sidewalk panels back in. They also put back the pavers to their walkway level with the sidewalk. She was very happy and satisfied. The repair on Cat Brier had an elevation of at least six inches, and the resident had a concern about it. I looked at it, so they fixed that one, too.

**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.

**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.

Ms. Kassel stated many ponds have three or four different kinds of invasives on them. Most of them do not show any treatment indications. I was wondering what the plan is.

Mr. van der Snel stated our main concern is the algae, which we are treating. We are working on the duckweed with the hippo. If you are using the hippo on a pond, you really cannot do anything else because after 20 or 30 minutes, the socks are full, and they have to be emptied. We are working hard to get everything up to snuff so that we can be spraying proactively.

Ms. Kassel stated I see most of the ponds have an algae issue, but as far as I can see, only five have been treated.

Mr. van der Snel stated yes.

Ms. Kassel stated out of all the ponds, only eight have been treated, and most of them have algae.

Mr. van der Snel stated that is correct. It is pretty intensive because the ponds are big. Using the hippo has set us back a little.

Ms. Kassel asked once the hippo is done, then you will start getting caught up with the ponds?

Mr. van der Snel stated yes.

Ms. Kassel stated we do not want the algae to get into the situation that the duckweed did. It will be so overgrown in many of the ponds that it will be an issue to catch up with.

Mr. van der Snel stated we are working hard on it.

**v. Discussion of Playground Proposal for Neighborhoods H-1 and H-2**

Mr. van der Snel stated I listened to your request for the slides. I found two within the \$17,000 range for both parks. They are both on sale.

Mr. Farnsworth stated it looks like he did an excellent job coming up with two pieces and staying within the budget.

Mr. LeMenager stated these are two really nice pieces. One will go in H-1 where you are going to reposition the swing set, and the larger one will go in H-2. Well done.

Mr. van der Snel stated the prices do not include installation. That has to be done by a certified installer, which GameTime is.

Mr. Walls stated to the extent we can, it will be paid from capital.

Ms. Kassel stated any balance will come out of the parks line item.

<p>On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the proposals from GameTime for the two slides, in the amounts of \$10,643 and \$7,833 not including installation, as presented.</p>
--

**vi. Air Conditioner**

Mr. van der Snel stated the air conditioning in the CDD field offices went down. Mr. Eric Farnsworth fixed it a couple times already, and he recommended that it be renewed. He declined on doing the work because it was not his.

Mr. Farnsworth stated it is too high on the wall, and it is too heavy. Basically, you need some sort of lift to get a unit up that high, and he does not have that kind of equipment.

Mr. van der Snel stated he was the first person I thought of. I apologize for the wrong direction I went with emailing the Board; however, I have three quotes now. Fortunately for me, the first one I came up with was the best one, for \$4,700 and includes everything. It is pretty much the same unit as the other quotes that came in. The unit is a three-ton Bard straight cool wall-hung air conditioning unit. All three quotes were for the same unit because that is the only manufacturer that makes them. The rest is labor and other charges. It is the same unit in all three quotes, but the prices are different. I will ask the Board for approval to replace the air conditioning unit.

Mr. Farnsworth stated even though this price seemed high, it is the lowest of the three quotes.

Ms. Kassel stated it seemed quite high to me for a wall unit.

Mr. Farnsworth stated the other two are even higher.

Mr. LeMenager stated I think it has to do with the specialized equipment they need to bring in there.

Mr. Farnsworth stated that is the problem with this unit. It is a big unit, and it is up high. It takes some really big guys or a lift of some kind to get it up there.

On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the proposal from Mercury Mechanical Services to replace the air conditioning unit in the field offices, in the amount of \$4,700, as presented.
---

#### **vii. Miscellaneous**

Mr. van der Snel stated yesterday, I hired a new staff member, Mr. Mike Scarborough. He has been a resident of Harmony for a long time. He is very excited to start. He is very knowledgeable on ponds especially, but he has a lot of knowledge on what we need.

Ms. Kassel stated he is supposed to be working with Mr. Borieo on doing the heavier work of digging for irrigation.

Mr. van der Snel stated yes. Mr. Borieo is a hard worker and never complains about digging. He really does a great job. I think they will work well together, and Mr. Scarborough will be a great addition to our team. He is a very stable person.

Mr. Walls stated we appreciate Mr. Borieo's work.

**EIGHTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements for July 31, 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, so we are in good shape on the revenue side. On the expenditure side, although we are fairly close to our budget, we are \$68,000 under budget through July 31, 2016.

**B. Invoice Approval #196, 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.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to invoice approval #196, check register, and debit invoices, as presented.

**C. Acceptance of the Arbitrage Rebate Report**

Mr. Moyer stated the reports indicate that we do not have any arbitrage rebate liability.

On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to accept the arbitrage rebate report for the Series 2014 bonds.

**D. Assessments for Neighborhoods I, J, K, L, and O**

Mr. Moyer stated I have put into motion a notice to appear and letters to be sent to the property owners of I, J, K, L, and O, which are non-platted properties owned by the developer, in which we did some of these reallocations. My thought in putting this into motion before I brought it to the Board was to get ahead of the curve on this. Since we do the assessment collection, it does not have to be on the tax roll. This can wait until the end of September. I do not want to surprise you next month with another hearing like we just had tonight. I do not anticipate anyone coming forward on that because the developer owns the property, and no one else is affected by it.

Ms. Kassel asked do they have contracts in neighborhood I, South Lake?

Mr. Moyer stated they are disclosing the correct assessment, so that will not be a problem.

Mr. LeMenager stated I am not sure I understand the point.

Mr. Moyer stated we accepted the request of the developer to make that reallocation. In theory, we never went through the formal process.

Mr. LeMenager stated I am not sure I would agree with that. It was just done by Severn Trent, and I do not think any of us were ever asked about it.

Mr. Walls stated we had three or four discussions.

Mr. LeMenager stated no, we never discussed it. I do not have a problem with it. That was done and the developer thought he was still in control of the CDD Board.

Mr. Moyer stated I want to make sure that no one can come back after-the-fact and say that we did not follow the appropriate process for those assessments.

## **NINTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Farnsworth stated I accidentally ran across something that I want to share. I was informed that the Department of Financial Services is now a required entry on a CDD website. I do not know if it is a new requirement or if we just did not know about it and did not have it before. It is on our website on the Related Links page. It was added in the last couple months. I did not know it was there. It is very informative and useful. I am not objecting, but it was not there before and has just been added. I want to make sure the public was aware it is there. It is quite good.

Mr. Moyer stated I will check. The website information was updated in the last session of the legislature, and they have required that it be added. For whatever reason, the legislature has moved aggressively in the last couple years to make District websites more informative.

Mr. Brill stated as of July 1, 2016, Severn Trent tried to get the links up as soon as possible on all our districts. There was some question between an October 1 start date and a July 1 start date. We updated our websites as of July 1 without any additional clarification to get that done. The purpose of the website for the Department of Financial Services is for our audited financial statements. By June 30 of every year, we are required by law to send to the State of Florida and the Auditor General the audited financial statements. We also have to provide an annual financial report (AFR) to the State. This website is where you find the AFR. We also send a copy of the audit to them. Through

that link, you can find the AFR, which is summarizing the multi-page audit down to one page.

Mr. Farnsworth stated I found it very useful.

Mr. Brill stated it is a very short summary of your audits as well as the complete audited financial statements. This was done by the State to be more like municipalities and counties to be more transparent. We were filing the reports anyway, but now everyone knows where it is. You have to post budgets, annual financial statements, and AFRs to the website. This is another link to find those items if they cannot find it on your website. That is a State-run website.

Ms. Kassel stated regarding the posters for the kiosks around town, Mr. Hostetler had the digital files and was on leave until August 8. After he returned, he had to do some catching up. He provided me with a copy of the files. Mr. van der Snel and I have been working with a printer in Gainesville. These are formatted for Adobe Photoshop because they need to be high resolution for a large poster. Unfortunately, Staples and FedEx do not use that particular file.

Mr. LeMenager asked did you try the business on U.S. Hwy 192?

Ms. Kassel stated no, we went with someone they have used in the past and the prices were good. We are getting 12 of them printed. Mr. van der Snel has the correct dimensions, and we gave them a deposit for 50% of the total cost. However, apparently, Mr. Borieo said that some of the kiosks need new Plexiglas and new parts. Because of being out in the elements for 10 or 12 years, they need some refurbishment. I want to be sure it is okay with the Board if we move forward to make sure they are properly refurbished.

Mr. LeMenager stated yes.

Mr. Walls stated I have no problem with that.

*Mr. Farnsworth showed how to use the website for Department of Financial Services.*

## **TENTH ORDER OF BUSINESS**

## **Adjournment**

The next meeting is scheduled for Thursday, September 29, 2016, at 6:00 p.m.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, the meeting was adjourned at 7:35 p.m.
--