

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 24, 2015, at 6:00 p.m. at Harmony Community School, 3365 Schoolhouse Road, St. Cloud, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp & Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Gerhard van der Snel	District Staff
Garth Rinard	Davey Tree
Bob Glantz	Starwood Land Ventures
Bill Kouwenhoven	Starwood Land Ventures
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

### Roll Call

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

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

### SECOND ORDER OF BUSINESS

### Audience Comments

There being none, the next item followed.

### THIRD ORDER OF BUSINESS

### Approval of the Minutes of the August 27, 2015, Meeting

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

<p>On MOTION by Ms. Kassel, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the minutes of the August 27, 2015, regular meeting, as presented.</p>
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**FOURTH ORDER OF BUSINESS**

**Subcontractor Reports**

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

**i. Monthly Highlight Report**

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

**ii. RFP and Scope of Services**

Mr. Berube stated I know that we have discussed this and we have a proposal that was received today. I like all of the proposals that we received from the one that came in today, as well as what we saw from Celebration.

Ms. Kassel stated just to be clear, that proposal was not for the services provided by Bio-Tech. One was for project management, and what was received from Celebration was their scope of services, not a proposal.

Mr. Berube stated I am aware of that. Celebration provides chemical-type management, and Ms. Jennifer Dwyer's proposal is largely for hand removal. That is great, but here is my proposal. We talked about this before. I did the research and recommend that we bring pond management in-house. We would have field services staff do the actual pond management. Mr. van der Snel has already looked into the licensing needs. It is a minimal licensing requirement done by the State. It is not much more complicated than having our guys licensed and certified to do the pools. Mr. Qualls has already looked at our employment agreement with FRM in having our guys be licensed. Doing that type of work is not going to be a conflict. We gain several things by having our guys do it. Number one is direct control. We do not have to deal with a contractor or worry about the contractor doing the work to our standards. They are our people. We know what our standards are, and our people will manage it. At this point, it probably does not require extra hands. The equipment is already here onsite. We are buying a truck next month. We already have a trailer, and we own the boat. The boat will require minimal outfitting. It will require a couple of chemical tanks and some other minor equipment to have access to all the ponds. We have a truck so we can get in and out of the ponds. Our equipment needs are minimal. We save all of the heartburn and heartache of going through an RFP and going with different contractors. As Ms. Dwyer says, you have to monitor your contractors. We do not monitor Bio-Tech very carefully until the ponds look lousy. That is really what goes on. When we receive a complaint, we contact Bio-Tech. We really do not watch exactly what they are doing. That is my proposal to the Board. There is no budget increase because we are under budget on field

services staff, the equipment that it will require is very minimal, and we will have continuous pond management, just like we have bathroom management, boat dock management, pool service management, and so forth. I think everyone will agree that the field services staff does an outstanding job with response to needs. It has been a very good arrangement. I do not see any reason why we should not bring that in-house.

Ms. Kassel stated the question in my mind is that while I can see many benefits to doing it that way, I do not know long-term what kind of time obligation that is for field service personnel. My bigger concern is about knowledge ability. We want someone who is experienced and knowledgeable doing this kind of work, not just someone who has some training. My concern is that we are going to have people who really are not knowledgeable out there doing work. Some chemicals may be necessary. It is more important in the case of where you are using chemicals to have people who are really knowledgeable about the species and the management practices and the environmental impacts.

Mr. Berube stated I do not disagree. I am not saying today that we cancel Bio-Tech. These guys obviously need some training. Our thought process has been that three guys be licensed for pesticides and herbicides. It is going to take them awhile to get up to speed. We already know the species that we are looking for and already have a list of the chemicals. The more important thing is that hand pulling eliminates a lot of the chemicals. There are a lot of good ideas in this proposal. I like it. It is really well done with the floating islands and the various planting of the trees. A lot of it is over the top, moneywise with the fountains and trees every 30 feet, but that is all workable. The reality is, if we are going to hire a contractor to go into those ponds and pull all of those plants by hand, your cost of pond management is going to rise exponentially. The cost of having our guys do it is budgeted. It is a matter of having protective equipment for them, which is boots, waders, gloves, and so forth. There are probably going to be minimal chemicals required. They will already have the license when that is required. We will probably let Bio-Tech go for a little while, and when these guys are confident that they are up to speed, then we will turn it all over to them. We have a 30-day termination with Bio-Tech. We wrestled in the past with bringing things in-house. It started with the bathrooms, and we got rid of the janitorial contractor. There was a lot of heartache over that. We talked about pools and got warnings that the pools were going to be green and

shut down all the time. The pools have never been as clean and well maintained as they are now.

Mr. LeMenager stated you make a really good case.

Mr. Berube stated that is my thought and I am asking for approval.

Mr. LeMenager stated I like it. I think it is a very good idea. It makes good sense to me.

Mr. Walls stated I think my concern is the same as Ms. Kassel's. I think our guys do a great job, and I think that they will probably do a good job of maintaining the ponds. I would like to see some type of assurance that there would be oversight in terms of whether or not they are doing a good job. Bio-Tech specializes in maintaining ponds and wetlands, so they can look at a particular pond and say these species of plants are invasive and to the point of where we can treat them and they need to be treated in a certain way. They have that expertise. I think that we need some type of oversight. Our guys are good at what they do, but they are not experts in maintaining ponds and wetlands and outfall structures. That would be my concern because it is a very important deal. Are they making sure that everything drains properly and that the ponds function properly? Those are my thoughts. I think that we need to figure out how we are going to provide that oversight from an expert.

Ms. Kassel stated I would like to hear from Mr. Farnsworth and Mr. Boyd.

Mr. LeMenager asked do we actually have a solution here? Ms. Dwyer is an expert. She made a proposal on how much she would do it for; \$500 a month would be for an expert overseeing everything.

Ms. Kassel stated she is not directly supervising these guys.

Mr. LeMenager stated we are talking about the ponds. Right now, we have a couple of guys coming out six times a year. How many hours do they spend on the ponds now?

Mr. Berube responded four times a year.

Mr. LeMenager stated I am not sure directly supervising is appropriate.

Ms. Kassel stated it depends on how the ponds look.

Mr. Berube stated it is clear that she looked at some of the ponds. When we look at the ponds, we realize that Bio-Tech is not doing that great of a job. Their personnel change routinely. None of us has the time, nor have we charged Mr. van der Snel to go

around and look at the job that they are doing. Many of the ponds do not look very good. That is where we are at.

Mr. Farnsworth asked to go along with Mr. Walls's slight objections or questions, is that a part of their training?

Mr. Berube stated yes.

Mr. Farnsworth stated they need to be at least quasi-experts, so that addresses your direct concern. Does Mr. van der Snel and your people have any qualms about taking this on? If you do, I would like to know.

Mr. van der Snel responded I am very positive on taking the challenge. We do not have experience; however, I would acquire some on-the-job training from experts that we can call in for a day to walk around the ponds and provide some practical training. That is what I have in mind to do.

Mr. Farnsworth stated maybe you can get some technical or course training.

Mr. van der Snel stated we can have an expert come in for a couple of days to show us the basics. When you come fresh from school, you have new ideas and knowledge. I think a fresh set of eyes is always good.

Mr. Farnsworth asked do we need consultation with one of the universities?

Mr. Berube responded I think that we were covering the expert need with Ms. Dwyer. When you read her list of qualifications and the depth of what she is suggesting, it is very a thorough overhaul of pond management.

Mr. Farnsworth stated I realize that, but I am not sure that I agree with your approach.

Mr. Berube stated we spend money and what we have struggled with is, it comes and it goes, and it is good and it is bad.

Mr. Farnsworth stated substituting hand labor to the extent that she indicated and her statement that it is going to lower costs, no, it will not.

Mr. Berube stated sure it will. We are already paying for our staff.

Mr. Farnsworth stated our staff, yes, but not if you contract that out.

Mr. Berube stated we could not afford to contract it out.

Mr. Farnsworth stated that is what I am getting at.

Mr. Berube stated the big deal is getting rid of the chemicals. We are a green community, and we pay people every single month to go out onto the ponds and spray chemicals. Is that what we really want to do? The results are that they are spraying some

of the good stuff and some of the bad stuff. We have spent money over the years to plant productive plants. When these guys spray, they spray glyphosphate over everything. They kill the good with the bad. That is why Ms. Dwyer is selecting hand pruning.

Mr. Walls stated one thing that I noticed in the Celebration scope of service is that they prohibit blanket spraying. If they kill anything, they have to replace it.

Mr. Berube stated it is impossible for us to enforce that now because we are not there watching. We started taking pictures each month of what the ponds look like so we know what is going on. The reality is that a picture does not tell you what these guys are doing. No one is monitoring them. We do not know what they are spraying.

Mr. LeMenager asked is anyone monitoring the Celebration contractor?

Mr. Berube responded probably not.

Mr. Moyer stated we have a field manager and a couple of assistants who monitor all of that in Celebration.

Ms. Kassel stated I would like to hear from Mr. Boyd.

Mr. Boyd stated as far as the control of plants, noxious weeds, and algae, I am not an expert, and I cannot speak to that. Mr. Moyer probably has more experience in observing different ways of controlling those things through his other Districts. All of the other Districts that I am involved in maintain a consultant, like Bio-Tech, that sprays for control of weeds and algae as needed. I am hesitant to offer too much advice because it is not my area of expertise. However, my impression is it is obviously science, but it is an art, too.

Mr. Berube asked is it fair to say that most Districts do not have a full-time staff available to take on a project like this?

Mr. Boyd responded the other Districts that I am involved in do not.

Mr. Berube stated I think we are unique with CDDs in having a full-time staff that manages our 1,000 acres and does a very good job at it.

Mr. Walls stated when you talk about approach and how you manage this particular program, I think getting rid of chemicals completely is pie-in-the-sky. Just like your front yard, you have to spray chemicals or pull weeds.

Mr. Berube stated I agree, which is why they would be licensed. It will be a balance. Not every pond needs hand pulling. There are a number of ponds that do not need any work at all. They are perfect the way they are. There are five or six different types of

management classes that the ponds will require. That is true. When you look around at them, this pond over here looks different than the one in the corner. Several of the new ponds in Neighborhood H-1 are beautiful and do not require anything. It would be nice to have her on board to assist Mr. van der Snel for a while to make sure that we are going down the right road.

Mr. Walls stated this is the first time that I am hearing this. Even from the aspect of spraying the ponds, there is probably specialized equipment that you need to make sure you hit just the plants that you want to get. There is probably a technique that needs to be learned. I do not know if certification from the State in terms of handling pesticides or herbicides will cover all of that. I am concerned about the expertise. Our guys can go out and spray weeds. We have people coming out once a quarter to spray right now, so it is not a manpower issue. It is making sure that we are doing it the right way and having people that understand how to do that. That is my hang up. Otherwise, it sounds like a good idea.

Ms. Kassel stated we can ask Ms. Dwyer.

Mr. Walls asked does she have the expertise for doing the work? I know that she understands the planning and management.

Ms. Kassel stated I think she might. We should ask her if she has that type of expertise, and if she does, ask if she is available to oversee or train on an initial basis for a couple weeks.

Mr. Walls stated we have had pretty significant turnover of our staff. I am concerned that we certify them for this work, and then the next week, they leave for another job. These are not high-paying jobs, and they could go out and find another one.

Mr. Berube stated I think that we have a stable workforce now. We have cycled through some.

Mr. Walls stated most of these guys are new within the last year. I do not know that we are stable.

Mr. Berube stated do not forget that Bio-Tech staff has changed a lot over time. None of them are licensed holders. They are working under someone else's license.

Mr. Walls stated but hopefully they are learning from experts.

Mr. Berube stated we hope so. The bottom line is that I think that we can discuss this over and over, but what I am looking for is reasonable consensus from the Board to say

we are going to move it forward and start the process of getting these guys licensed. Once they have their licenses and the book knowledge, we can slowly begin the turnover from Bio-Tech and bring it all in-house.

Mr. Walls asked what is the cost of licensing and training?

Mr. van der Snel responded \$250 plus \$150 for the exam.

Mr. Berube stated it is \$400 per guy. To equip the boat, we need two chemical tanks, which are mainly irrigation tanks with a small electric pump and a wand. It is \$250 for each tank. Some of the lesser-used chemicals will use a smaller pump-up sprayer. I cannot imagine that we would use a wide variety of chemicals. We already have the trailer and the boat. We are purchasing the truck next month. Your cost of initial setup is \$3,000 to \$4,000.

Ms. Kassel stated I would like to ask Mr. Rinard if he has any thoughts. I do not know if they provide this service or not.

Mr. Rinard stated I do not have any experience in this area.

Mr. Walls asked Mr. Moyer, do you know anybody who has taken this type of service in-house?

Mr. Moyer responded no. It is usually contracted out. In Celebration, we have a field manager who manages and oversees contractors like Davey Tree in terms of what they do and the herbicides and the pesticides that they use. These guys are really good field guys, but they are not experts in that field, either. They check to make sure that the application rates are in accordance with the label for the particular product. I am not aware of any other CDD that uses in-house personnel for that purpose.

Ms. Kassel stated maybe the thing to do, before we decide definitively to proceed, is to find out from Ms. Dwyer if she has this expertise and is willing to provide training. Or we can just move ahead with it, and I can find out. If it is not her, perhaps she can recommend someone else.

Mr. Berube stated that is fine.

<p>On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor except Mr. Walls, approval was given to have CDD field services staff be licensed and certified and to receive initial training for pesticide/herbicide application for pond maintenance.</p>
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Mr. Berube stated Ms. Kassel, please speak to Ms. Dwyer and tell her where we are at. From reading her proposal, she is saying that she wants to be the project manager and watch whatever contractor that we hire. I am going to bet that she is confident in what we want to do. Should we bring this matter back next month to make a decision as to which way that we want to go as far as hand removal or chemicals, or do we want to make that decision tonight?

Mr. LeMenager responded no. We need to speak to experts to guide us in that.

Ms. Kassel stated that will be tabled for the next meeting.

Mr. LeMenager stated invite Ms. Dwyer to the next meeting.

Mr. Berube stated we have years and years of Bio-Tech reports as to what they are spraying and what kind of weeds that they are using it on. Some of the basics of that is already in our files.

**B. Landscaping - Davey Tree Monthly Highlight Report**

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

Mr. Rinard stated annuals are scheduled for rotation next week or the following week. Mr. van der Snel is going to select the plants with Mr. John Rukkila tomorrow.

Mr. Berube asked are we on a quarterly rotation?

Mr. Rinard responded yes.

Mr. Berube stated so that is four times a year. What months should that be occurring?

Mr. Rinard responded typically, the first of October since that is the beginning of the contract period. If you recall earlier in the year, we moved things based on current conditions. We have completed four rotations.

Mr. Berube stated we did rotations in October, January, April, and July.

Mr. Rinard stated correct.

Mr. Berube asked do you agree that has been happening?

Mr. van der Snel responded yes, I believe so.

Mr. Berube stated I thought it started in September. What you said makes sense because of the contract renewal in October.

Mr. Rinard stated the turf fertilization scheduled for next week is still on track. We are getting to the point of a change in season. Most schedules will start to slow down once we get through October. We are going to be starting on our ornamental grass cutbacks, leading into the mulching, which we will start shortly. Overall, we are in

decent shape; we had some irrigation breaks that are common with construction. Mr. Rukkila has been working on the roadway landscaping and street light clearances. He has done a couple of them, and I think that he needs to improve what he did, but we have good clearances for the street lights. Last year, we overseeded the soccer field, and we are approaching that time again. October is when we complete the overseeding. Do we want to seed the soccer field?

Mr. Berube responded yes.

Mr. Rinard stated we would ask permission to close that area off. Will we have that ability?

Mr. Walls stated the soccer league ends sometime in November.

Mr. Berube stated we will have to wait under soccer ends before we shut it down and may have to move it to mid-November.

Mr. Rinard stated that is fine.

Mr. Berube stated they pay to use the soccer field, and we do not want to displace them. We are going to have to go out for an RFP again because we are in the last year of your contract. You mentioned before that you wanted to make changes to the contract. Think about those revisions and provide them to us. We do not have to do this now, but we do not want to wait until next August. In the next couple of months, we will probably be discussing the acceptance of the new neighborhoods for maintenance once they repair the drainage. That will all be incorporated into the RFP, and we will go from there. I believe that we have to go out for an RFP. Is that correct, Mr. Qualls?

Mr. Qualls responded I want to look at the option of piggybacking. There may be an exemption for that.

Mr. LeMenager stated I specifically asked him to look at that last month, and we all agreed.

Mr. Qualls stated you may be able to piggyback on another contract.

Mr. Berube asked their contract or someone else's?

Mr. Qualls responded another contract that they would have with another government. It is worth looking into.

Mr. Berube stated that is fine. If we can avoid the RFP process, that would be great. If we have to, we will go through that process.

Ms. Kassel stated Mr. Rukkila gave us a proposal for Blazing Star Park. He mentioned that there were going to be some areas where there were weeds, even though it was green. He suggested sod replacement, but we do not have any estimates.

Mr. Rinard stated not for replacement.

Ms. Kassel stated he discussed it with me, but it is not in the proposal.

Mr. Rinard stated I will provide you with a proposal.

## **FIFTH ORDER OF BUSINESS**

### **Developer's Report**

Mr. Glantz stated I have a list of items to review with the Board. I am also going to give an overview where we are in the development. I provided a detailed review last week at the HROA meeting, and I noticed a lot of chatter on Facebook. I am prepared to answer any questions. I come to these meetings, and we are very direct with the Board and residents. Development is proceeding on parcel I. We should be completed with that development, the first phase of the Lakes of Harmony, which is going to be approximately 400 single-family homes. It will be an age-restricted community. The first phase for land development will be completed at the end of the year. Models will start in early December. Across the street will be a recreation center. We will start filling that pad sometime in November and be vertical sometime in December. Over the last couple of months, we completed parcel H-2, which is Hawthorne, and parcel F, which is Cherry Hill. We are working closely with Mr. van der Snel and Mr. Aaron Smith on adjusting the Maxicom system, per Mr. van der Snel's request. We are on standby with landscape and sod replacements, based upon direction from the engineer. When all systems are clear, we will go ahead and make the replacements. We had a blocked drainage outfall structure, which has now been cleared. Unfortunately, we had a lot of rain and it staged up. We had to remove the silt barriers, and all of the silt ended up inside of the upstream drainage structures. We have to wait for everything to stage down, and once that occurs, we will remove the silt screens and replace damaged landscaping and sod. We have a one-year warranty, so you do not need to be concerned. We would like to turn over both neighborhood H-2 and parcel F at the same time, as it seemed reasonable to do so. Neighborhood H-2 is ready at this point, and Triple Palm will continue to maintain it on our behalf and expense until turnover. We will continue to mow the gas pipeline, and once we turn it over, it will be the CDD's responsibility. It is already a CDD parcel. The CDD should now start mowing between the lots on parcel F

and Buck Lake, which is a CDD parcel. If you have any questions, we can discuss that after the meeting. We recently started installing supplemental landscaping along U.S. Hwy 192 in front of Rosewood, which is parcel H-1. We are working closely with Mr. van der Snel on the installation of the plants and subsequent irrigation with his supervision. Regarding parcel I, we are going to ask that a motion be made today to authorize the Chairman to sign the plat. The plat will be ready for this community within the next 30 to 45 days. We would rather do this now than wait until the next meeting. Similarly, we are going to do the same type of lighting arrangement that we did in Hawthorne and Cherry Hill. The developer is purchasing the fixtures, and then the maintenance agreement will be turned over to the CDD. The way that it works is that the CDD is the one who signs the agreement, so we need to get the Chairman to sign it and for the Board to provide authorization at this meeting. I would rather do this now. Do you want to do this now or wait until the end of the meeting?

Mr. Berube asked those the only two items that we need to approve?

Mr. Glantz responded the only other item that I have on my list is that there has been a request by the Chairman if there is meeting space available for this Board to meet on a monthly basis at the club. We are doing renovations at the club. I am going to see if I can make arrangements so that at a minimum, we can provide half the ballroom for your 12 meetings in 2016.

Mr. Berube asked Mr. Moyer, what do we do with this plat request? Does the Board authorize me to execute the plats?

Mr. Moyer responded yes, subject to Mr. Qualls's review.

Mr. Berube stated as well as Mr. Boyd's review. The plats have been reviewed by staff, and they have asked for my signature.

Mr. Walls stated provide us a copy of the plat when you are reviewing them.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to authorize the Chairman to execute the plat for parcel I, subject to review by staff.
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Mr. Berube stated the next motion is for the CDD to write a check to OUC for the lights, which will be reimbursed in full by Harmony Development Company to cover the

capital cost of the lights. Then the CDD picks up the ongoing maintenance agreements and other costs, just like we have now.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given for the CDD to write a check to OUC for the lights, which will be reimbursed in full by Harmony Development Company.

Mr. Glantz stated several months ago, I met with Board members individually to review the plans of parcels H-2 and F, rather than coming to a meeting with a slide show presentation. I am going to offer that again to all Board members. We have plans for parcels I, J, K, and L, as well as the recreation center and how they will affect the CDD strips of land that are currently owned by the CDD and will continue to be maintained by the CDD. There were questions about what plants we were putting in. Many questions came up. I found this to be constructive, and hopefully, all of the Board members found it constructive, as well. I will try to have Mr. Kent Foreman available with me to answer any questions about the landscaping. If that is the will of the Board, I will make individual calls to schedule that. I am typically here on Thursdays. I will stay late, if need be.

Mr. LeMenager asked can we hold a workshop? Then the public can attend.

Mr. Berube responded we can have a workshop if the Board wants to meet at one time.

Mr. LeMenager stated those meetings were very useful and interesting.

Mr. Berube asked what is your timeframe on the availability of those meetings?

Mr. Glantz responded I can make myself available for a workshop.

Mr. Berube asked when are you ready?

Mr. Glantz responded at any time. The plans are submitted. I believe that all of the landscaping plans were submitted and approved by the County, and we are under construction.

Mr. LeMenager stated I like the idea of having a workshop where the public can attend and listen.

Mr. Berube stated that is fine.

Mr. LeMenager stated then Mr. Glantz only needs to explain it once.

Mr. Berube asked what is our notice requirement for workshops?

Mr. Moyer responded it has to be in the newspaper seven days prior to the meeting. I need to know 12 days in advance.

Mr. LeMenager stated just pick a Thursday.

Mr. Glantz stated as an alternative, we have conducted Town Hall meetings. Since I have been here, we have conducted two. We are due to have another one later in the fall. I can schedule one if you want to have that forum available. I already provided information to the residents and stayed late at the HROA meeting last week. It all depends on how everyone wants to do it.

Mr. Berube asked can we advertise it as a workshop to include a Town Hall meeting by the developer?

Mr. LeMenager responded it is just a workshop. We just want to go over the details that are oftentimes boring to folks. Residents are certainly welcome to attend.

Mr. Berube asked what is your timeframe for having the Town Hall meeting?

Mr. Glantz responded I think we should have one in early November.

Mr. Berube stated okay.

Mr. Moyer stated the only comment that I have is, I am not sure what a Town Hall meeting is.

Mr. Berube stated it is like a workshop.

Mr. Moyer stated you probably should try to focus on District responsibilities without crossing over into HROA or other matters.

Mr. LeMenager stated I am just suggesting that we have one meeting instead of five individual meetings, in other words, a workshop, which anyone can attend.

Ms. Kassel stated I suppose that we can do that prior to the next meeting.

Mr. LeMenager stated I was thinking that it would be nice to have one before the plats are signed. I am thinking four weeks from today.

Mr. Berube stated the plat signing and plans are two different things.

Mr. LeMenager stated we discussed a lot of detail about the two neighborhoods.

Mr. Berube asked are you available every Thursday?

Mr. Glantz responded typically.

Mr. Berube stated we will try to come to some consensus on a date and let you know.

Mr. Farnsworth stated regarding the property over here, I was told that originally it was designated as commercial use but it requires too much fill dirt to do that kind of work. Does it require anything to turn it into a baseball diamond?

Mr. Glantz responded I am not sure what the dimensions of a baseball diamond are.

Mr. Farnsworth stated it is big enough for a baseball diamond.

Mr. Boyd stated there is no reason it could not be a baseball or a softball field, other than where the foul balls would go.

Mr. Farnsworth stated it would require fencing. What about as far as the requirements of the land?

Mr. Boyd stated it would need to be graded level. There is no other reason it could not be some sort of sports field.

Mr. Farnsworth asked what about a skate park?

Mr. Boyd responded there is no reason that it could not be a skate park.

Mr. Farnsworth stated good. That is the answer I wanted. If I can get any consensus here, would Mr. Glantz support that use of that property?

Ms. Kassel responded they own it.

Mr. Farnsworth stated I know that they own it. They would have to support what that property is used for.

Mr. LeMenager stated they could give it to us.

Mr. Farnsworth stated I know that they could. I am asking if they would entertain that use. You do not have to answer now. This is just an idea.

Mr. Glantz stated there are several pieces of property in Harmony that are not designated at this point for any particular use, for example, the property at Buck Lake where the trailer used to be, the parcel across the street that is part of the Green neighborhood, and many other small pieces. I had certain conversations with the Chairman and our land planner, and we are open to a variety of ideas. One of the things that we are not challenged with, at the moment, is having enough land. We have quite a bit of land, not only within Harmony main, but outside of Harmony main. We are currently focused on other parcels right now and not focused on this. If there is something that this Board or any other group wants to suggest, we are more than willing to have a discussion on that property. Fill dirt is just a cost of development.

Mr. Farnsworth stated in order to construct a building on that property, I was told it would need fill dirt.

Mr. Glantz stated just about every site out here needs fill dirt.

Mr. Farnsworth stated I was asking about the way the property is right now.

Mr. Glantz stated that is not preventing it from being developed. There is no correlation between immediate fill dirt and filling it in to be developed. The question you are asking is if the developer would be willing to discuss uses for that parcel, and the answer is yes. We have quite a bit of land, and we have undertaken many projects in the past 16 to 17 months since I have been here: redoing the front entry, developing several parcels of land, removing trailers, and relocating the CDD trailer. Right now, we are doing a renovation for the clubhouse. We have graded a parking area for the HROA. We made many changes in the short period of time that we have been here. We are trying to be proactive to continue the development. That has not yet been on our target list. If this is anything that the Board or any group wants to discuss with us, we would be happy to discuss it with you.

Mr. Farnsworth stated I wanted to make sure that everyone was aware of why I am interested. I am a great advocate for kids playing baseball or softball. What I found out is that they have very little opportunity to do it, regardless of what people say about the schools having a baseball diamond. The problem is that most of the time, they are locked out of there. They cannot just go in there any time that they want and have a pick-up ball game.

Mr. Berube stated the ball field and playground behind this school are wide open and rarely get used. They are beautiful.

Ms. Kassel stated I would like to respect the request of the residents who requested that we discuss the parks before 7:00 p.m., and it is 6:50 p.m.

Mr. Farnsworth stated I want to explain why I am interested. I believe that this area would be a great area for a skate park. That would be a great investment for some of the funds that we have available, rather than spending it on other things. The kids need something to occupy their time. I am not a skateboarder. I never was, but kids do it. Therefore, I would advocate seriously considering a skate park.

Mr. Berube stated we have the park discussion coming up shortly.

Mr. Farnsworth stated this is separate from that discussion.

Mr. Berube stated it would fall under recreation and parks, so let us include that. Thank you for coming, Mr. Glantz. We will be in touch.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Engineer**

There being nothing to report, the next item followed.

#### **B. Attorney**

Mr. Qualls stated we are still waiting to receive the counter-signed agreement from OUC.

Mr. Berube asked for the street light payoff?

Mr. Qualls responded yes. I have a new assistant who called them. Mr. Alandus Sims basically said that there is a lot of bureaucracy here. They have what they need, and they know that time is of the essence.

Mr. LeMenager asked did they cash the check?

Mr. Qualls responded I do not know. They kept asking for a legal description. I sent them the overall plan.

Mr. Berube stated the legal description should be part of the original contract.

Mr. Qualls stated I sent them a metes and bounds description. What I am saying is that they have everything they need, and the ball is in their court.

Mr. Berube stated the problem is that until they counter sign it, our bill does not drop.

Mr. Qualls stated that is my understanding.

Mr. LeMenager stated then we do not pay it.

Mr. Berube stated that is another problem because we have them set up on auto pay.

Mr. LeMenager stated then we take that one off auto pay.

Mr. Moyer stated the agreement was that we needed to have a check to them by the end of August, and they received it prior to the end of August. I would argue, whether or not they cashed the check, that we should see a reduction in those fees.

Mr. Qualls stated I would agree with that.

Mr. LeMenager stated if the bill still has not decreased, we just send them the back the bill and say they made a mistake and redo this.

Mr. Qualls stated we did everything OUC asked, and we did it in a timely fashion.

Mr. Berube stated you are going to need to have Severn Trent grab that bill because it is going to go to auto pay. I do not know how we stop that. I do not know how we reached that point with auto pay, but I do not like it for reasons like this.

Mr. LeMenager stated take that one invoice off auto pay until this matter is resolved. The best way to deal with a bureaucrat is to make it affect his pocketbook.

**C. Field Manager**

**i. Dock and Maintenance Activities Report**

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

**ii. Buck Lake Boat Use Report**

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

Ms. Kassel stated I know that it is not a lot of money, but there was about \$4,000 in damage to the pontoon boat and the access system from lightning.

Mr. van der Snel stated we had a lightning strike at Buck Lake. The propellers are halfway in the water. They cannot go higher because of the structure on the back of the boat. As a result, they are halfway in the water. Lightning hit the water, frying two circuit boards. We just repaired the access system today, which cost approximately \$3,000. I am trying to get one circuit board paid under the warranty, but the manufacturer will not believe that two circuit boards were broken from the same issue. That is still pending, but the controllers were also damaged. They are going to be installed this week. This is just an estimate.

Ms. Kassel asked is there a way to prevent this from occurring in the future, or was it a freak accident?

Mr. van der Snel responded I asked. You can place a surge protector on it, but it travels to the circuit board. There is not much that you can do.

Mr. LeMenager stated it is in water. I live there. Trust me that when there is a storm, the amount of lightning hitting that lake is a lot.

Mr. van der Snel stated the same problem occurred this time last year.

Mr. Berube stated the problem is that the boats are sitting in the water, and you have metal-to-metal contact. If there is a surge anywhere, it will hit those circuit boards. For the door, you can put a surge protector on the feed, but it is still going to be grounded. You have to remember it is grounded with a copper rod that goes into the ground. Lightning hits the ground. You can protect the feed side, but the lightning is going to come off the ground side and fry it. You cannot protect that. You are done. Lightning is

bad. Everyone knows what happens when they see a circuit board that is hit by lightning. It is evident.

Mr. van der Snel stated trust me, I was not happy with it either with all of those costs right before the end of the fiscal year.

Mr. Berube stated that is why we budget for contingencies. The good news is that we have enough money to fix it as need be. The bad news is that we have to fix it.

**iii. Miscellaneous**

Mr. van der Snel stated Mr. John McLees on Indiangrass contacted me last week about a tree that he wants in front of his house. When Mr. Todd Haskett was here, he agreed to have one tree replaced in front of his house. He was originally missing one tree in front of his house. When Davey Tree came to plant the tree, Mr. McLees came out of his house and told them not to plant it where the old one was but plant it the left. The Davey Tree representative did plant it on the left. Now he is trying to get another tree on the right side.

Mr. LeMenager stated I say that we authorize him to pay for the tree if he wants another tree. I do not have problem with that.

Mr. van der Snel stated he wants to pay for another tree; however, it is CDD property, and he needs Board approval to put another tree in there.

Mr. LeMenager stated if he is willing to pay for the tree, let us do it.

Mr. Walls stated and installation of the tree.

Mr. LeMenager stated I do not have a problem with that.

Ms. Kassel stated I agree.

Mr. van der Snel stated problem solved.

Mr. Walls stated it needs to be consistent with the other types of trees that we have there.

Mr. Berube stated Mr. Moyer needs to be kept apprised of that because he will have to send an invoice.

Ms. Kassel stated no. Mr. McLees will contact Davey Tree on his own.

Mr. van der Snel stated Mr. McLees will plant the tree himself and hire a contractor to do that. Davey Tree is not involved. We just needed to know if the Board approved it.

Mr. Berube stated I thought that he was talking to Davey Tree about getting this done.

Mr. van der Snel stated he did in the beginning, but it did not work out.

Mr. Walls stated we just need to be clear that the tree needs to be the size and type.

Mr. van der Snel stated I tried to obtain a quote to clean the play area roof fabric at Lakeshore Park. As you may have seen, it is moldy and black. It looks bad. The contractor said that he could not clean it because the fabric is worn out. Do you want to discuss the two fabric roofs in the play area?

Ms. Kassel stated we just installed them four years ago. That is why I suggested that we do a darker color and not a light color.

Mr. Walls stated it was not that long ago.

Mr. Berube stated it was longer than that.

Mr. van der Snel stated I am going to investigate a replacement.

Mr. Walls asked what is the warranty on those roofs?

Mr. Berube responded warranty is one thing; dirt is another. They have not failed.

Mr. van der Snel stated because of the sun, the octangle one has a 10-year warranty on it and is more closed and more dense. When it rains, you can actually stand under it, and you will not get wet. With the play area fabric, when it rains, you still get wet because it is a finer fabric. It is a shade structure. I want to investigate the cost to replace that.

Mr. Walls asked can we paint it? You said that the fabric is okay.

Mr. van der Snel stated the fabric is slightly worn and dried out by the sun.

Ms. Kassel stated there should be a warranty. It was not that long ago when we installed it.

Mr. Walls stated I have been here a little over four years, and we voted on it while I was here.

Mr. van der Snel stated it is not that it is bad, just dirty, and the contractor said that he could not clean it.

Mr. Berube stated the warranty would cover tears or otherwise fail. The warranty is not going to cover dirt.

Mr. van der Snel stated I just wanted to make the Board aware that I will investigate the cost to replace the play area roof at Lakeshore Park.

Mr. Farnsworth asked can we clean it?

Mr. van der Snel responded no.

Mr. Farnsworth stated that does not sound right.

Mr. Walls stated you can paint the fabric.

Mr. Berube stated you can. The problem is the height. We do not want to put people up in bucket trucks or ladders to get up at that height pursuant to our employment agreement.

Mr. Walls stated we spent several thousand dollars on that play roof.

Mr. Berube stated we spent \$20,000.

Ms. Kassel stated it is ridiculous to have to replace it after a couple years.

Mr. Walls stated to have to replace it after two or three years is a waste.

Mr. Berube stated the only problem is that it is dirty. It is not worn out. It still does its job.

Mr. Walls stated we need to be more cognizant with the color we order.

Ms. Kassel stated I agree. That is why I lobbied for a darker color last time.

Mr. LeMenager stated I think we are all surprised when it turned out yellow. We all expected it to be green.

Mr. van der Snel stated I just wanted to make the Board aware of that.

Mr. LeMenager stated I actually like the yellow.

**SEVENTH ORDER OF BUSINESS**                      **Discussion Items**

**A. Proposal for Blazing Star Park Improvements**

Ms. Kassel stated the plan was circulated among residents who were interested in having input. The proposal was included in the agenda package. The only thing it does not include are areas of sod replacements that we do not yet have a proposal for. I do not know why Mr. Rukkila did not include it in the proposal.

Mr. Berube stated let us hold that one until next month because it is incomplete. I like this proposal, but there are some items that we are missing.

Ms. Kassel stated I propose spending an additional \$4,600 to replace sod that is not covered with these plantings, not to exceed \$10,000 for all the improvements in Blazing Star Park.

<p>Ms. Kassel made a MOTION to approve the Davey Tree proposal for the Blazing Star park improvements, at an amount not to exceed \$10,000. Mr. LeMenager seconded the motion.</p>
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Mr. Farnsworth stated before we vote on this, explain to me why we are destroying a play area simply because kids are playing on it. I am having trouble with that concept.

Mr. LeMenager stated because it is not designed to be a play area.

Mr. Farnsworth stated sure it was. The developer even promoted it that way.

Mr. Berube stated the developer does not care what happens there. We got saddled with the maintenance, and the people who live there say that the area looks horrible.

Ms. Kassel stated it is a drainage swale.

Mr. Berube stated right now, it looks pretty because it is all green weeds.

Mr. Farnsworth stated according to my calculations, you can resod that place twice a year for two years for the amount of money that you are spending for all of these trees and landscaping. You are destroying the area. That seems to be penny wise and pound foolish.

Ms. Kassel stated the area was not designed as a play area. It was designed to drain water. At the very end is a drain. It is not designed to be played on. That is the area that got the worst play. The people who live around that park, with whom I have spoken, are not happy that a lot of activity is down there. Part of the idea here is to bring back the beauty of the park and the quietness of the park. A playground is still out there where the kids can still play. It is just not a football field. So the drainage swale is now protected from erosion.

Mr. Walls asked what is the guarantee that these improvements are going to change how it is going to be used?

Mr. Berube responded kids are going to move from the swale to the rest of the Green area and wear that out. We are going to be talking about resodding that over and over again.

Mr. Walls stated that is what I was alluding to last month. You need a landscape architect or someone who is an expert in play areas. We keep coming up with these ideas, but we do not know if they are going to work or how they are going to be implemented. That is my problem. We are trying to do these things, and I applaud everyone for trying and coming up with plans. Like I said last month, none of us is an expert in these areas. We do not know if that is going to work or not, and we are going to end up spending \$10,000.

Ms. Kassel stated we just spent a lot of money on other park areas. There was an area right by the playground by the dog park that was just relandscaped. So far, that is doing well, but there are no guarantees anywhere.

Mr. Walls stated we did that once in many years. My concern is if this area is going to get trampled on in two months.

Upon VOICE VOTE, with Ms. Kassel and Mr. LeMenager in favor, and Mr. Walls, Mr. Berube, and Mr. Farnsworth against, the Davey Tree proposal for the Blazing Star park improvements, at a not-to-exceed amount of \$10,000, was not approved.

Mr. Berube stated that is not to say that this proposal cannot be worked on, but it needs further thought, because if we leave the sod area where it is on the big flat area, kids are going to move to it. Right now, it is weeds.

Ms. Kassel asked what big sod area? There are enough trees to break up the big play area.

Mr. Berube responded five crepe myrtles are not enough.

Mr. Walls stated it may cost us a few dollars, but I think that we should think about bringing in a consultant who understands play areas, can look at the landscaping and the layout, and recommend a plan that will reasonably work.

Mr. Berube stated that is your charge.

### **B. Landscape Improvements Along the Gas Pipeline**

Mr. Berube stated we are contemplating this expansion or new use of this land across the street to the area that we own, but there is more area that we can go to the pipeline company, FGT, and ask them to do another modification along the lines of the modification that was done earlier this year. I know it exists because you provided it at the last meeting, and I signed that agreement.

Mr. Boyd stated that is correct, but it was a modification for a specific purpose.

Mr. Berube stated if we were going to take this proposal that you already drew up and expand it to go more into the grassy area above the pipeline and we wanted to use that area, we would have to go back to FGT and ask them for another modification.

Mr. Boyd stated we would have to obtain an agreement to do that work. They have not been cooperative about anything in their easements except a pure crossing that is necessary for a roadway or utilities. For sidewalks and anything running along their easement, even it has been done in the past with the dog park, they have since changed their policies and are now saying “No.” That is not to say they will always say “No.” We can go back and ask. For example, when neighborhood F was first designed, it was a

different design, and a sidewalk was going to be in the easement. They would not permit that design. It did not look anything like this design. That design had to be revised to keep all of the improvements, with the exception of the road crossings, out of the easement.

Mr. Berube asked what would your guess be for exercise equipment or play equipment that are simply some white poles going into the ground?

Mr. Boyd responded my understanding right now is that they would not allow it. I can certainly ask and pursue it, but my understanding right now is that would not be allowed.

Mr. Berube stated okay.

Ms. Kassel stated I can say that the people who live on Butterfly Drive are strongly against recreational facilities along this park, except for a passive linear walking and sitting park. The plan calls for crepe myrtles along the roadway, oak trees with one along the back between every three crepe myrtles, three or four park benches, several trash cans, a couple of doggie pots, and a sidewalk that has a slight curve in it.

Mr. Berube stated speaking of the sidewalk, it says three feet. Our other sidewalks are four feet.

Ms. Kassel stated we can make it four feet. We just thought about three feet because the issue is that the entire east side is only a ten-foot easement.

A Resident stated it is 12 feet.

Ms. Kassel stated I asked if there was room for a four-foot sidewalk. If there is, it will increase the cost on your spreadsheet for sidewalks by 25%. Instead of \$12,000, it would be \$15,000, which is not terrible. What is not on here is any kind of playground or par course equipment. The people I spoke with, at first, were in favor of the par course, then they were not in favor, and back and forth. It is not on this plan. The par course equipment that several of us looked at and liked it cost about \$7,000, or \$11,000 installed, for five pieces of equipment. We talked about the possibility of being spaced along the west side of the park, but that is not in the plan that we have in front of us. That is not to say that we could not install it later if people wanted it.

Mr. LeMenager asked do you mean that you are going to have a crepe myrtle right next to an oak tree?

Ms. Kassel responded yes, in the 20-foot section. They look fairly big. We can remove the middle crepe myrtle and leave these two. The reason that the crepe myrtles are here is to provide shade on this side of the road, and the oak tree is there to provide shade on that side.

Mr. LeMenager stated my only comment about trees is that we know that they are going to destroy a sidewalk. Let us not put the trees too close to the sidewalk.

Ms. Kassel stated that is why they are at the very back of the easement.

Mr. LeMenager stated I understand, but right next to a sidewalk.

Ms. Kassel stated no. The idea behind the sidewalk is, where the oak trees are, the sidewalk is much closer to the curb instead of the back. The oak trees are in the very back of the CDD property.

Mr. Boyd stated the sidewalk is pushed up against the easement.

Ms. Kassel stated that is not the plan.

Mr. Boyd stated that is as far out as we can push it. It could be closer.

Ms. Kassel stated the idea is to actually have the sidewalk curve somewhat, so it is not just a straight line but more meandering.

A Resident stated you cannot walk down a three-foot sidewalk side by side.

Mr. Berube stated we can make it four-feet wide, which is no big deal.

Ms. Kassel stated the idea was that as the sidewalk curved, it would be farther away from the oak tree and then come back toward the back of the easement. Then it would go out again. Ms. Nettie Bartel was helpful in designing the plan so it is clear how the sidewalk is supposed to go. Mr. Boyd indicated that a curving sidewalk is 10% to 15% higher in cost than a linear sidewalk. That is what we have. We should take comments from residents.

A Resident asked it is going to be lined with crepe myrtles?

Ms. Kassel responded that is what the plan shows and what we original discussed. You are welcome to come up and look at the plan. Plan A has a sidewalk across the easement. The other plan is more extensive.

The plan was discussed in further detail.

Mr. LeMenager stated the land is not wide at all.

Mr. Berube stated no. It is 10 to 20 feet, depending on the curvature.

Mr. LeMenager asked what is the scale?

Mr. Berube responded the scale is as shown, one inch equals 20 feet.

Mr. LeMenager stated with a four-foot sidewalk, you have six feet of grass. It is not a lot.

Mr. Berube stated I know. That is not the way that I wanted to do it.

Mr. LeMenager stated I do not think that we can put anything on it.

Mr. Berube stated you are probably right, but we have not asked.

Ms. Kassel stated Mr. Boyd, where it says “cut existing curb and asphalt,” that was taken out. What does that mean?

Mr. Boyd responded these are driveway cuts that were not used that extend slightly into the easement.

A Resident stated no, that has all been taken out.

Mr. Boyd stated I was working off an aerial. That is my mistake then.

Discussion ensued regarding the plan.

Ms. Kassel stated this plan includes landscaping in terms of oak trees and crepe myrtles. It does not include sod.

Mr. LeMenager stated it does not have to be St. Augustine sod.

A Resident stated four feet is the smallest sidewalk in all of the streets in Harmony. The sidewalk in Cat Brier is eight feet.

Ms. Kassel stated I seem to sense a little hostility. When we started working on this, we were told we had six feet to work with, and that is why we started proposing a three-foot sidewalk. It is only today, for the very first time, that I am hearing some hostile pushback.

A Resident stated at the last meeting, we found out that the sidewalk was going to be three feet. That caused some issues with us compared to how wide other sidewalks are.

A Resident stated there have been emails back and forth regarding the size of the sidewalk. If you are going to do something, do it right.

Mr. Berube stated the standard sidewalk that we have is four feet or wider. I would not advocate for a three-foot-wide sidewalk. The cost difference between a three- and four-foot sidewalk is minimal. I walk this path around the lake all the time, and with two people side by side, you fill it up.

Ms. Kassel stated this afternoon, when I received a text from somebody, was the first time that I heard anything about a problem with a three-foot sidewalk. The reason this

was suggested from the beginning was because of the width of what the CDD owned. If the CDD Board is happy with a four-and-a-half-foot sidewalk and feels that it is affordable, that is fine.

Mr. Berube stated we can discuss this all night. We have a plan on the table. Let us do what we need to do and move forward.

A Resident stated thank you, Ms. Kassel. It was a nice presentation.

Ms. Kassel stated I suggest we move forward with option one, which will be about \$4,000 more because we are going with an undulating sidewalk that is four-and-a-half feet wide.

Mr. Walls stated I think the issue that I have is that we do not know what this neighborhood is going to look like once it is built, the one that is going to be directly behind this park. I think that is probably why you see these varying opinions among people who live over there because they do not know what it is going to look like either. It is hard to design something when you do not know what you are dealing with, when you are looking at it directly in front of you, until it is actually there. I am very hesitant to spend this kind of money putting in something that is going to be minimal. I do not know if a lot of people are going to use it. You already have sidewalks on that side of the road. Are they going to walk across the street just to use the sidewalk on the other side of the road? The original plan and the reason we are even talking about that land was because we were trying to find a place for kids to play over here. Now it has turned into something very different, and I feel like we are trying to do something to do it. I do not know that I am ready to make a call on what we need to put there until I know what this neighborhood is going to look like and the usage that they are going to require there.

Ms. Kassel stated we went over this several times.

Mr. Walls stated we saw one plan that had a three-foot sidewalk around it. I do not even know if a four-foot sidewalk is that adequate if we are looking to make a park that is used by a lot of people. I do not know if we even need a sidewalk at all. My issue is that there are a lot of variables. There are a lot of things that we do not know about how that place is going to look, and we are trying to make decisions on the fly. I am just not ready to make a decision tonight.

Mr. Berube stated it is still a possibility because we are not changing the green area.

Mr. Walls stated if that is the aim, we should just leave it all grass and mow it.

Ms. Kassel asked and not have anything here? That way we can have a path that is essentially a trail that goes all the way around, where people can ride bicycles, walk their dogs, skateboard, run, and so forth and links to Butterfly Trail.

Mr. Walls stated there may be things that people want that may be a viable plan. Is it going to be right in residents' backyards? Can they see through it?

Ms. Kassel responded no.

Mr. Walls stated I can see in the future people coming here complaining about noise and lights.

Ms. Kassel stated we have to be 125 feet from the back of their property.

Mr. Walls stated right, but what I am saying is that I do not know enough tonight about how that is going to look. This is a preliminary plan that has a three-foot sidewalk. We do not know where trees can go. I am just not ready to vote on that.

Ms. Kassel stated I suggest we go with option one, expanding the sidewalk to four-and-a-half feet with an undulating sidewalk, which will cost an additional \$5,000 to \$6,000 over the \$36,855 proposal, which was included in the agenda package.

Mr. Walls stated we are talking about \$40,000 to install a sidewalk and some trees.

Ms. Kassel stated no. We are talking about a sidewalk, trees, benches, trash cans, and so forth.

<p>On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with Ms. Kassel and Mr. LeMenager in favor, and Mr. Walls, Mr. Berube, and Mr. Farnsworth against, the proposal for option one expanding the sidewalk to four-and-a-half feet, at a not-to-exceed amount of \$42,855, was not approved.</p>
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Mr. Berube asked do you want to revise your motion?

Ms. Kassel asked if I change the width of the sidewalk to four feet?

Mr. Farnsworth responded no.

A Resident asked why did you say no?

Mr. Farnsworth responded I am agreeing with Mr. Walls after hearing what he is saying. We need to look at other things.

Mr. Berube stated we have been looking and looking and looking. We need to bring this to a head. People are tired of us looking and looking and looking.

Mr. Walls stated here is the issue.

Mr. Berube stated I want Ms. Kassel to make another motion.

Ms. Kassel asked why do you not make a motion? I do not know what you are asking for.

Mr. Berube stated it is your plan. I want a four-foot sidewalk.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with Ms. Kassel, Mr. Berube, and Mr. LeMenager in favor and Mr. Walls and Mr. Farnsworth against, the proposal for option one, expanding the sidewalk to four feet, at a not-to-exceed amount of \$42,855, was approved.

Mr. Walls stated these plans are based on conjecture.

Mr. Berube stated I know.

Mr. Walls stated we have not had anyone come out and actually say what we can and cannot build on this easement.

Ms. Kassel stated we can ask the engineer to prepare a plan.

Mr. Walls stated no one asked what we can or cannot build on this easement.

A Resident stated whether or not you all agree, at least you voted. Thank you for making a decision.

Mr. Berube stated here is what is going to happen with this plan. We are going to modify it, and these numbers are going to decrease.

The Resident asked what is it eventually going to look like?

Mr. Berube responded it will look like option one with a four-foot sidewalk. Things are going to move as we get into the construction. It is going to look pretty when it is done.

The Resident stated thank you.

Mr. Berube stated we have to move on. I am sorry that some people are against it. I would rather have all votes be five to zero. People have been screaming. My emails have been lighting up for months.

Mr. Boyd stated regarding the pipeline improvements, this will require a permit from the County. There are two ways to do that. We can make that part of the contractor's responsibility. The irrigation will be permitted with the sidewalk and landscaping. Therefore, you will have to present a full set of plans to the County for a permit. If it is expensive, we can always do that separately.

Mr. Berube asked would you be cheaper than having the contractor obtain the permit, because you are familiar with the property?

Mr. Boyd responded not necessarily. The difference is that I do not have a landscape architect or an irrigation designer on staff. If you task me with that, I will have to hire them as a separate service. The simplest route is probably to have the contractor include it.

Mr. Berube asked should we go with a general contractor, or would you act as a general contractor and hire subcontractors?

Mr. Boyd responded you need to hire a general contractor. You need to have one contractor.

Mr. Berube asked would that probably be Jr. Davis?

Mr. Qualls stated we need to be cognizant of the Consultants' Competitive Negotiations Act (CCNA) when we are talking about a landscape architect.

Mr. Boyd stated it depends on the value of the work.

Mr. Qualls stated correct.

Mr. Boyd stated if it is part of the design-build and is something that the CDD is bidding out, and design services are part of the contractor's responsibility, then I think that you are covered because you are already bidding out construction.

Mr. Qualls stated we still want to make sure that we follow the CCNA process if it is necessary.

Mr. Boyd stated if you task me with doing the design and permitting, I can have a subconsultant handle the irrigation and landscaping. I think those values are low enough that it would not have to be bid.

Mr. Moyer stated it used to be \$25,000, and I think it is more liberal now.

Mr. Qualls stated I think it is \$35,000.

Mr. Boyd stated we are way under that.

Mr. Berube stated the next move forward is tasking someone with putting together a proposal so that we can go out to bid on this. Do we have to go out to bid? Can we just select a contractor based on past performance?

Mr. Boyd asked what is the total budget?

Mr. Berube responded \$42,855 for everything.

Mr. Moyer stated you are well under the bid threshold, if Mr. Qualls approves.

Mr. Qualls stated I need to double check. I do not have reason to doubt you, but I do not know the amounts off the top of my head.

Mr. Berube stated I think we had experience with Jr. Davis in the past. He is here all the time, but I do not know if he would be willing to take on a project this small. Mr. Boyd stated he has connections and knows Jr. Davis. They are familiar with the property. Mr. Boyd and Mr. Qualls can get together and figure out how this needs to happen and start that process.

## **EIGHTH ORDER OF BUSINESS**

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

#### **A. August 31, 2015, Financial Statements**

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

Mr. Moyer stated through August 31, 2015, the largest expenditure has been street lights, which we anticipated. Overall, we are within budget, and we collected all our revenues. We are where we expected to be at this time of the year.

Mr. LeMenager stated but for the street lights.

Mr. Moyer stated correct.

Mr. Berube stated it looks good, considering that we spent \$161,000 earlier in the year plus another \$511,000.

#### **B. Invoice Approval #185, Check Register, and Debit Invoices**

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

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #185, check register, and debit invoices, as presented.

#### **C. Website Statistics**

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

#### **D. Clarification of Fees for Use of CDD Facilities**

Mr. Moyer stated the Board spent a lot of time adopting a set of rules, but some of that is subject to interpretation. I just want the Board to say the way that you want to

interpret it. One provision deals with leased properties and what happens at the end of a lease. We identified certain things that must be provided. Part of the question is if they renew a lease, do they have to provide a copy of the renewed lease?

Mr. Berube responded you mean to obtain an access card.

Mr. Moyer stated correct.

Mr. LeMenager stated yes.

Mr. Walls stated I would think so.

Mr. Berube stated the answer is "Yes."

Ms. Kassel stated I thought that is what we agreed on. Otherwise, how do we know that they actually renewed the lease?

Mr. Berube responded the access card runs in date order with the lease.

Mr. LeMenager stated no question.

Mr. Moyer stated there are several other provisions dealing with the rental of facilities. The policy that the Board adopted states that a resident receives two free utilizations of our park facilities. The question is how we treat the HROA.

Mr. Berube stated they are residents.

Mr. Moyer stated so they get two free rentals.

Mr. Berube stated yes.

Ms. Kassel stated I thought that it was two free per facility.

Mr. Berube stated no. The HROA can have as many as they want.

Mr. Walls stated I think that the HROA is not a resident. I think our rules are silent on the HROA.

Ms. Kassel stated I agree.

Mr. Berube stated but the HROA is not a money-making entity. That was our thought process when we set the fees. Any money making entity, including a church, pays usage fees. The HROA is generally having resident activities.

Mr. Walls stated that is what I am saying.

Mr. Berube stated the HROA should not be paying any fees.

Mr. Walls stated it would be like the residents themselves paying.

Mr. Berube stated the HROA can have as many as they want.

Ms. Kassel stated even though they are residents, we still have a limit of how many events they can have at any facility, in a given year.

Mr. Walls stated right, but the HROA events are open to everyone.

Ms. Kassel stated yes, for free.

Mr. Moyer asked can we give organizations like the Cub Scouts two free rentals per facility?

Mr. Berube responded the Cub Scouts are far from any profit-making entity. I would be in favor of allowing Cub Scouts, Boy Scouts, and Girl Scouts slide.

Mr. Walls stated I think that we gave ourselves the discretion to do that, but you want to be careful. I know that we said that the church is not a profit-making entity, but they do make a profit.

Mr. Berube stated the church may be a non-profit, but there is money making in every church.

Mr. Walls stated I am just saying that they are non-profits as treated by the government just like Boy Scouts, so you want to be careful there.

Mr. Berube stated I understand. The church is a business with baskets being passed around for money and the pastor receiving a salary.

Mr. Moyer stated the last question is, if the facility is rented by a group but the person making the request is a resident, do they receive two free uses.

Mr. Walls stated no.

Mr. Berube stated no.

Mr. Walls stated they are doing it on behalf of a group.

Mr. Berube stated I received a request from a woman representing the church who asked if the event could be placed in her name instead of the church. I said no because they are skirting the rules. You would think a church would not want to go around the rules. That is just my opinion.

Ms. Kassel stated when the church reserved for Christmas Eve in August, it seemed to me that maybe we should put a limit on how far in advance someone can reserve a facility. For example, if it is January 1 and you want to reserve for December 31, people then they have a lock on those facilities.

Mr. Walls stated like the boats, I suggest allowing one open reservation at a time.

Ms. Kassel stated there may be some things, particularly around Christmas, where I can see two open reservations at a time.

Mr. Berube asked why is it a problem?

Mr. LeMenager stated I am failing to see where this is a problem.

Mr. Berube asked why is it a problem for someone to reserve six months in advance?

Ms. Kassel responded because if they reserve six months in advance for this, and the next month they reserve for something else, even though they are paying for it, they get a lock on any particular facility, and they are locking out other people.

Mr. Farnsworth stated the Board has the option of recognizing that and shutting it out.

Ms. Kassel stated yes, but you may not realize it.

Mr. Berube stated the only person that we would want to favor in that regard is a resident. A resident is not going to be displaced by a business reserving a facility. We would kick them out. Like any business, if they are smart enough to get a reservation six months early and someone else comes in later, you should have gotten here earlier.

Ms. Kassel stated not just a business but a resident.

Mr. Berube stated that is what I am saying. If a resident wants it on that date, then the business use application gets pulled. Residents always have first choice on everything.

Mr. LeMenager asked what businesses want to use our facilities?

Mr. Berube responded churches usually.

Ms. Kassel stated it was just a suggestion.

Mr. Berube stated the only way around that is to set a time limit on the usage application prohibiting anyone from reserving 60 days out.

Ms. Kassel stated I agree. I was thinking about 60 to 75 days, or maybe 90 days.

Mr. LeMenager stated I think that is a terrible idea. Ms. Kassel and I both are on the social committee. The point is, you like to fill your calendars early. It is all about planning, setting things up, and creating a nice calendar. When we actually had professionals, whom the developer let go, in charge of setting up calendars, things were set up well in advance. Now we do not have that. That does not mean that we should not eliminate that principle of setting up a long-range calendar. That sounds like a great idea.

Mr. Walls stated I think what Ms. Kassel is saying is, you want to be careful about a church coming in and saying that they want the Town Square for Christmas, Easter, and Fourth of July, requesting every single holiday on January 1.

Mr. LeMenager stated we are the ones who are going to be sitting here every meeting reviewing those applications.

Ms. Kassel stated I know. If the social committee wants to have events at Town Square or at Lakeshore Park or somewhere else, they are going to be locked out if other organizations come in and reserve four or five months in advance because the members of the social committee are just volunteers who schedule events a month or two in advance.

Mr. LeMenager stated then they will have to plan better.

Mr. Berube asked have we ever had a conflict? I do not think so. When we get to the conflict, we will deal with it.

Ms. Kassel stated that was just a suggestion. Hopefully, it will not come back to haunt us like our yellow canopies.

## **NINTH ORDER OF BUSINESS**

### **Supervisor Requests**

Ms. Kassel stated regarding making sure that we are getting drainage addressed before taking on new neighborhoods, Mr. Walls brought up the alleys being substandard and recommended bringing in another engineer to take a look at these new neighborhoods to make sure that all of the engineering behind them is up to par. I am just putting this out there for discussion. If we do not want to do that, we will not do it. We talked about it, and since we are on the verge of doing that, I thought we should discuss if this is something that we want to do.

Mr. Walls stated it was not so much the engineering as much as it was more like a home inspection; when you purchase a home, you have someone come out to take a look at it and point out the problems or potential problems before taking ownership. That was the idea. I still think that is a prudent idea.

Mr. LeMenager stated I agree.

Mr. Berube stated I think that the older neighborhoods were fairly complex with a lot of potential downfalls and alleys that were proven to be not so durable. There are no more alleys. The new neighborhoods are simpler. The sidewalks and streets are being dedicated to the County. There are far fewer park lands. We already identified the drainage problem right across the street. In my opinion, it is not fixed, and until we go through another wet season, I am not amenable to taking over that drainage. When that pond rises, those ditches are going to fill up.

Mr. LeMenager stated I appreciate that. Would you feel better if it was the opinion of a consultant engineer?

Mr. Berube responded absolutely. If you want to spend the money on a second engineer, that is fine, but I think that they would identify probably most of the same things that most of us would identify with a careful look. You can tell that those ditches flood. The water backs up, and things are covered up. If you want to bring in a second engineer before we accept these things, that is fine.

Mr. Walls stated I think you are right. We do not have sidewalks or alleys anymore.

Mr. Berube stated the new neighborhoods are simple and cheap.

Mr. Walls stated I do not know what they are planning for future neighborhoods until we see the plats and designs. Here, drainage is your issue. We probably want to look at what they are planning.

Mr. Berube stated we can look at all of the plats and see the complexity. The things that are likely to be a problem, then we can make a decision. I am not against hiring a second engineer.

Mr. LeMenager stated I am not saying that we have to, but I think we are saying if you think it is a good idea. I think we are saying you should feel free to do that.

Mr. Berube stated I appreciate the confidence. I look at all of this carefully, and I am willing to raise the issues.

Mr. Walls stated it is not to disparage Mr. Boyd, but it is having someone at arm's length.

Ms. Kassel stated just so we know ahead of time what we might need to address.

Mr. Berube stated I can guarantee you, if I see an issue, we will discuss it, and if that means bringing in other experts, no problem. If anything is questionable, you will hear about it.

Mr. LeMenager stated I think we are doing some over planning here. Was anyone else surprised that we have four incredibly scrawny new trees at the Five Oaks entrance to replace dead ones? Everything else is much bigger. They look terrible. Why did they not plant trees of similar caliper to what is already on the street?

Mr. Berube responded because the smaller ones are cheaper.

Mr. LeMenager stated I understand that.

Mr. Berube stated I have not noticed them yet, but I will take a look.

Mr. Boyd stated it is not necessarily that they are cheaper, but there is an extreme shortage of oak trees right now of three- or four-inch caliper.

Mr. LeMenager stated fair enough. If there is a legitimate answer, that is fine.

Mr. Farnsworth stated regarding the usage fees, I would personally like to propose waiving the fee for the church renting the Town Square. They would still have to make the \$250 deposit, but I am proposing waiving the fee. Regardless of whether or not I receive support, that is what I am proposing.

Mr. LeMenager asked for their Christmas Eve service?

Mr. Farnsworth responded no. I am referring to their “Trunk or Treat” event.

Mr. LeMenager asked we are charging them \$250 to have the “Trunk or Treat” event?

Mr. Farnsworth stated yes, that is my understanding.

Ms. Kassel stated they have other expenses associated with that event.

Mr. Farnsworth stated it does not make any sense to me since they are contributing to the community.

Mr. Farnsworth made a MOTION to waive the fee for St. Cloud Church’s “Trunk or Treat” event. Mr. LeMenager seconded the motion.
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Mr. Walls stated I think the issue, which Ms. Kassel pointed out, is that we need to have staff prepare an inspection of the site before and after the event for trash collection and so forth. There is a cost to residents to have these events, and not all residents are going to participate in these events. They may philosophically disagree with the church. I have a hard time asking residents to pay for events from outside entities. That is why I would not support this.

Mr. Farnsworth asked even though they are contributing to the community? Your logic escapes me. That is a difference of opinion.

Upon VOICE VOTE, with Mr. Farnsworth and Mr. LeMenager in favor, and Mr. Walls, Mr. Berube, and Ms. Kassel against, waiving the fee for St. Cloud Church’s “Trunk or Treat” event was not approved.
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Mr. Farnsworth stated I am providing a document to take home and review that I discussed with Mr. Glantz, which is making a park out of the CDD strip.

Mr. LeMenager stated I have been stating for quite a while that this should be a park. That is part of the solution to the Blazing Star problem. I am sorry that kids cannot walk

three blocks to use the gigantic park right behind us. I appreciate that I am from a much different era, but if I wanted to play baseball, I had to walk six or seven blocks. What is the big deal?

Ms. Kassel stated I am not against having a skate park, but I could not see a skate park in a residential area. It is very noisy. I know that some people feel that it attracts a certain element from outside that may not be desirable.

Mr. Berube stated too that point, we are wrestling with skateboarders in Town Square damaging things. They are pulling park benches out of Central Bark and putting them in Five Oaks to use as ramps. It is a big problem. If you put a skate park over there, you are going to add to the problem because you are encouraging it. I am sorry, but that is just the way it is.

Mr. Walls stated I am certainly not opposed to having a skate park, but in Orange County, it has to do with placement. We had to shut down skate parks because residents who live not as close as these residents would were complaining about the noise. The sound of wood or fiberglass on concrete is loud.

Mr. LeMenager stated I was thinking someplace where the horses are now, but I am guessing that the 55+ community would be rather aghast at having to drive by a skate park.

Ms. Kassel stated down toward the community garden, there is property on the right side that could be used for a skate park. There are never going to be residents around there.

Mr. van der Snel stated that is the only place I thought of.

Mr. Farnsworth stated by the same token, you can put a ball diamond down there. That area will get noisy.

Mr. Berube stated we have a ball diamond behind us that is unused.

Ms. Kassel stated I suggest that we approach the builders—Richmond American and Lennar—and ask if they want to contribute towards building a small pool here, like the Ashley Park pool. That would fill the desire of many residents to have a pool.

Mr. LeMenager stated we do not own that land.

Ms. Kassel stated no, but I am sure that we can get the developer to give it to us. We could also have a community room there where residents can have meetings.

Mr. Farnsworth stated again, we are getting separated between what the adults want and what I would like to have for the kids. What I am proposing is not for my use. It is for kids to use. Therefore, I am differing with you slightly in where we are going.

Ms. Kassel stated kids can certainly use the pool and the room for organized activities.

Mr. Farnsworth stated yes, but it does not give them a place to run and play and be kids.

Ms. Kassel stated there are many places for them to do that.

Mr. Farnsworth stated I do not see them.

**TENTH ORDER OF BUSINESS**

**Adjournment**

The next meeting is scheduled for Thursday, October 29, 2015, at 6:00 p.m.

On MOTION by Mr. Berube, seconded by Mr. Farnsworth, with all in favor, the meeting was adjourned at 7:50 p.m.
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Gary L. Moyer, Secretary

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Steve Berube, Chairman