

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 19, 2015, at 6:00 p.m. at Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

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| Gary Moyer | Manager: Moyer Management Group |
| Tim Qualls | Attorney: Young, van Assenderp & Qualls, P.A. |
| Steve Boyd | Engineer: Boyd Civil Engineering |
| John Rukkila | Davey Tree |
| Gerhard van der Snel | District Staff |
| Residents and Members of the Public | |

FIRST ORDER OF BUSINESS

Roll Call

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

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

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 29, 2015, Workshop and October 29, 2015, Regular Meeting

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

Ms. Kassel stated I have a correction to the workshop minutes that I will send to Ms. Brenda Burgess.

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| On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the October 29, 2015, workshop, as amended. |
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Ms. Kassel stated I have a correction to the regular meeting minutes that I will send to Ms. Burgess.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the October 29, 2015, regular meeting, as amended.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Weed Control

i. Bio-Tech Consulting Monthly Highlight Report

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

Ms. Kassel stated my copy was blank.

Mr. Berube stated it was fine when I looked at it on my laptop.

Mr. LeMenager stated maybe the page takes time to populate.

ii. Consideration of Termination of Bio-Tech Consulting Contract

Mr. Berube stated I think this came from the manager after some discussion with me.

Mr. Moyer stated that is correct. If we are going to terminate the contract and bring that work in-house, we need to notify them. I prepared a letter for the Board to consider and enter a formal motion to terminate the contract.

Ms. Kassel stated I do not think we are ready to do that yet for December 15.

Mr. Berube stated it would be effective January 1, 2016. We have a 30-day termination provision in the contract. If we wait until next month, we will have to wait until February. We will be ready to go December 15.

Mr. LeMenager asked will staff be ready January 1, 2016?

Mr. van der Snel stated yes.

Mr. Farnsworth asked what is the cost difference for bringing it in-house versus what we are paying them?

Mr. Berube stated \$1,308 per month.

Mr. Farnsworth asked we are saving that amount each month?

Mr. Berube stated we are eliminating a monthly cost of \$1,308.

Ms. Kassel stated we are eliminating a contract on which we pay \$1,308 each month; however, our field personnel will be applying what we are already paying them toward this work, plus we will have expenses in terms of equipment, chemicals, and other costs.

Mr. Farnsworth stated that is what I am getting around to.

Mr. Berube stated the labor cost is already built in. The manpower is fine because we have the manpower to do it. The boat we already have will cost \$3,000 to equip. We will have some chemical usage, but we are going to stray far away from any chemical usage as much as possible.

Mr. Farnsworth asked what else is there besides the boat and chemicals?

Mr. Berube stated we already decided on getting a truck. It was already purchased and was figured in as a capital expense.

Mr. Farnsworth stated the truck has a lot of other uses besides aquatic maintenance.

Mr. Berube stated that is exactly right. You cannot devote the truck to that.

Ms. Kassel stated there are classes and certification costs.

Mr. Berube stated that is \$500 in total for two people.

Mr. Farnsworth asked what about the things I have heard people talking about for the water?

Mr. Berube stated the primary work effort will be to get rid of all the floating algae in Long Pond. We will buy a cutter and get rid of that floating algae. Then we will start looking at invasive weed control, possibly hand pulling. We are going by what Ms. Jen Dwyer put in her long list of activities. As time goes along, if we decide that the floating islands are going to be nice in certain ponds, those are relatively cheap to put up. They cost virtually nothing.

Mr. LeMenager stated that would be a decision of this Board.

Mr. Berube stated yes. On a routine, ongoing basis, we can put in some islands at \$500 per island.

Ms. Kassel stated we can put in fountains or whatever.

Mr. LeMenager stated we are not going to do any of that unless this Board votes on it.

Mr. Berube stated that is correct.

Ms. Kassel stated the idea is, that was not service we were getting from Bio-Tech. It will create a better situation in the ponds.

Mr. Farnsworth stated I am trying to get the cost of what we are proposing to do versus the cost we are paying.

Mr. Berube stated my estimate of first year real costs is \$6,000, or \$500 per month.

Ms. Kassel stated I think it will be double that.

Mr. Berube stated it might be, but even if it is, that is still less than we are paying Bio-Tech, and we should have better service. We will have direct control over the field activities, and the ponds should look better all the way around. It is not an adder to any costs. It should be a subtraction.

Mr. Farnsworth stated I would hate to see us make a mistake.

Mr. Berube stated I understand. Everything we have done for bringing it in-house has cost less money.

Mr. Farnsworth stated eventually we are going to get to a point where we are overloading the staff.

Mr. Berube stated yes, we have already discussed that. In the next budget year, we will probably add a fifth staff member.

Mr. van der Snel stated everything is still under control. We can still deliver the quality with the hours that we have.

Mr. Farnsworth stated I start worrying when we load more and more on the staff.

Mr. Berube stated certain things will pop up, like now we have all the irrigation at the front caused by OUC along U.S. Hwy 192. It was not just a one-time thing but over and over again. Certain damage was caused by the construction in neighborhoods F, H-1, and H-2 with the irrigation. That buries Mr. Jeff Borieo for quite a while, but he eventually gets all caught up. He handles the gushers first, then mainline breaks, and then all the routine stuff after that. We are not in a crisis of manpower, but I think the next person we hire will be an additional irrigation person. We are fine with our current manpower at this point.

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| <p>On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to terminate the aquatic weed control services contract with Bio-Tech Consulting and to authorize the manager to send a termination letter for services to cease on January 1, 2016.</p> |
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B. Landscaping

i. Davey Tree Monthly Highlight Report

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

Mr. Rukkila stated there was a little lag with availability for the fall rotation but they have since taken and come into full color. In my opinion, they look really nice. We put in

sunpatiens that are in full color, and those will take us through the holidays. Sometime in January is when the next rotation will be due. I do not know if it is because of the abnormal warm weather we have been experiencing, but if you have not noticed, the muhly plumes have faded and are going away. We are actively cutting those native grasses back. On the back side of that, after the Thanksgiving holiday, the loads of mulch will start rolling in, and we will hit that hard and heavy and cut our time significantly this year in putting it down. The next major project that is slated is the trimming of the trees in the interior neighborhoods, which will start after the holiday on November 30.

Mr. Berube stated to clarify, that will be a significant trimming of the trees and moving them back from houses where they are touching. We have a lot of intrusion onto houses, so we will cut the canopy back somewhat smaller in diameter.

Mr. Rukkila stated when I used the word “significant,” I was referring to the mulch. Regarding the interior tree trimming, they will have a nice lift, just like we did elsewhere. I am pretty confident that we will be able to push that a little like we did with the last pruning.

Mr. Farnsworth stated it is more than just lifting them; it is getting them away from the houses.

Mr. Berube stated they will do this with a lift, so they will be able to get up there.

Mr. Rukkila stated yes, all of that will be addressed.

Mr. Berube stated I was looking around, and the trees are getting really big and are touching many houses.

Mr. Rukkila stated I agree. Regarding the proposals that were approved at the last meeting, the missing link was the mimosa that we opted for changing out for the garlic, and we are going to put that in tomorrow. That will bring the approved proposals for both the east and the west entrances to a close.

Ms. Kassel stated the mulch that we went with, one of the reasons we went with the mulch was because it was supposed to last several years. We were not supposed to have to replace the mulch every year. I am wondering if there is any consideration about the mulch that we got.

Mr. Rukkila stated I have seen it myself on the property. It all depends on where it is. If there is heavy traffic, then obviously the mulch does wear out a little faster. There are other beds that do not experience such traffic, and they still look good. Those can actually

be turned to eliminate the use of product in those areas. At some point in the stream of time, that changed. The original product we went with – the organic mulch that stank – it actually held up a little better. The last two rotations were with the same product that we are bringing in this time. I can look into that.

Ms. Kassel stated I was wondering because we discussed a while back about using this mulch that was more expensive, organic, and supposed to last longer. But we are still mulching every year. We seem to be mulching everything every year.

Mr. Berube stated if I remember the discussion, there was more expense so it, but they did not raise our contracted price because they were going to absorb the additional cost with the hope that they could skip a year. That has not come about, but the good news is that we did not absorb any extra cost for the experiment. If they need to do it every year, then it will be on them and we will see how it goes. I do not think much of anything is going to stand up in the rain, sun, and irrigation that will look reasonably good after a year.

Mr. Walls stated rain is the biggest thing. We had a huge amount of rain this year.

Mr. Berube stated it is tough to expect anything to look pretty after a year.

Mr. Rukkila stated I remember Mr. Garth Rinard commenting that he wanted to play into the theme of Harmony being green. It was kind of a test.

Ms. Kassel stated I am not complaining, just asking. Within the last 12 to 18 months or so, we did some replacements. For example, I think we added a bunch of society garlic by the little plaza on Cat Brier where we just took out the annuals and put in the tabebuia, much of which is dead. Much has died in the roundabout at Five Oaks and Schoolhouse that we had just put in. A number of the ferns that we put in by the pine trees on Cat Brier are gone. I am wondering what is happening with that. You do not have to answer now, but I keep forgetting to mention it. I want to bring it to your attention.

Mr. Rukkila stated we just did a drive-through, and I wrote it out so that you can keep me accountable for different things that I have to warranty, one being the fringe trees that petered out with the help of our furry friends. I have noticed some overspray on the garlic, which is sensitive. I put that in type today, and other things that you just mentioned. There is a plan in place to address those.

Ms. Kassel stated at the last meeting, we discussed with Mr. Rinard the MSDS sheets and something to go out to the residents or be available for the residents to look at for the methodology. I wanted to ask what is happening with that.

Mr. Rukkila stated I owe you an apology; I dropped the ball on that. I went back to the office, and we have hard copies in the office. I have them on the desk. They are big, and I started doing some research, wondering if I could find these in a digital format. I started to think about that process in how I would disperse it. I will get those to you in short order. If they are in a pdf, shall I forward them to Mr. van der Snel, and he can provide them?

Ms. Kassel stated that is fine.

Mr. LeMenager stated I would think that could be on our website with some links. I would think the manufacturers have websites. It is just a matter of going to their website.

Ms. Kassel stated yes, we just need some links.

Mr. LeMenager stated anyone who is concerned can see exactly what we are using and where they can go to read about it.

Mr. Berube asked if you had to guess, how many different chemicals do you think we are using?

Mr. Rukkila stated we use three on a regular basis. One controls the ants, and the other two are herbicides.

Mr. Berube stated that is pretty easy. We can put the links for our grounds maintenance MSDS sheets. Anyone who wants that information can read it.

Ms. Kassel stated if you have an electronic document, you can say that we start with the least toxic products, and if they are not effective, then you gradually use something else, whatever your methodology is.

Mr. Rukkila stated I will make that happen in short order.

ii. Proposals from Davey Tree for Blazing Star Playground Improvements

Mr. Berube stated everyone should have received a revised pdf of the new improvements, as well as a revised pricing proposal. After last month's meeting, we had much discussion over this. We listened to input from the residents and ourselves and recommendations from Davey, and we cut back on a lot of plantings that will go in here. The thought process was that we may be overdoing it, and maybe we were. Many of the quantities of plants dropped. There was concern with some residents about the cut-through paths along the swale area in front of people's houses. You will notice the

planting in the swale has now become continuous. The idea of planting trees up the middle and getting pine needles on the ground for groundcover has disappeared. We agreed last month that the Bermuda or sport turf would be a better alternative. There were also a couple revisions to the tree movement. We eliminated the ground landscape timbers going between the mulch and the Bermuda, and we will see what happens with that. I think we can get a clean cut line between the mulch and the Bermuda grass. All in all, this is a downscaling of the proposal. We also left out the little composite posts and chain or rope that were proposed initially. If we decide to do those, I think our staff can do those for less money than what Davey had proposed. Nothing against Davey, but we can save some money and have our staff do it. What you see is the revised proposal. It has been scaled back. I think, as much as possible, we have included everyone's ideas in this. There were multiple ideas and multiple discussions. As you can see, the new proposal is \$23,000 versus the proposal last month for \$32,983. It came down about \$12,000 for all those reasons. Mr. Rukkila designed the plan and knows what the discussions were. He understands the revisions and why we did things the way we did.

Mr. LeMenager stated part of the thought for the Bermuda was to make it a bit like the sports field.

Mr. Berube stated yes.

Mr. LeMenager stated the ground underneath the sports field was obviously prepared to support a sports facility, then the grass put on top. Does the proposal anticipate that being done here, or are we just removing what is there and installing Bermuda?

Mr. Rukkila stated there would be some leveling.

Mr. LeMenager stated we put in the soccer fields in 2008. I do not know exactly what they did.

Mr. Farnsworth asked what kind of preparation did they do?

Mr. Rukkila stated it is going to require some soil to get it somewhat level. It will not have a true soccer field feel to it.

Mr. LeMenager stated no, I did not mean that. Is what is underneath going to be designed for the kind of heavy usage we know it is going to get?

Mr. Rukkila stated yes, with the exception of the edges and the natural tapering that occurs. That will just flow, but for the most part, the center part will have preparation involved.

Mr. Berube stated where it says 12,000 square feet of Bermuda sod, preparation and grading are also included. We are planning some irrigation revisions to support the different turf.

Ms. Kassel stated I took some photographs and sent them to Mr. Farnsworth to be included in the presentation, but they did not get through to him. They were photographs of the upper left side about how kids had created pass-throughs by destroying path material. I believe it is foolhardy to try to fill in those spaces because they will only be destroyed again. Kids know these are pass-throughs, and they will just make a pass-through again. My feeling is that we should leave the paths that are there and create paths in a different location. Otherwise, the kids will just make a pass-through unless we put up some kind of chain, which is no longer in the proposal.

Mr. Berube stated we took it out of the proposal purposely because our staff can do it for less money and use either chains or rope. We can do that cheaper than Davey can.

Ms. Kassel stated even so, I think the kids are going to go through there because they are not going to want to go around an 80-foot length.

Mr. Berube stated last month, we had the pass-throughs in the design, and the overwhelming feeling was not to have them.

Ms. Kassel stated that was one person.

Mr. Walls stated I talked with three people today who live there, and they like this version because I specifically asked about that.

Mr. Berube stated solid, with chains or ropes.

Mr. Walls stated yes. I would say to wait and see. If they create a pass-through, then we just have to replace a couple plants. If it becomes an issue, then put up the chains. How tall are we talking about cutting these firecrackers in the swale? They can grow tall.

Mr. Rukkila stated that is the beauty of using them in that area because you can let them grow, and you will have color longer. An example is at the corner of the Estates. It is not the greatest area because they want to fall over, and they force you to cut them back. I think a realistic height would be three to three-and-a-half feet maintained. You can let them go bigger than that and have color all the time.

Mr. Walls stated I am thinking of the people who live there to still view the park. I think the higher and bigger you let them get, the harder they are to maintain.

Mr. Rukkila stated that would be offset by the ground that is concave.

Mr. Walls stated they could grow to five feet, and residents could still see over them from their house.

Mr. LeMenager stated they could not sit on their front porch and look at the view.

Mr. Berube stated the porches are raised up anyway. They are not at ground level. I do not think any of these plants are going to grow to obstruct the view.

Mr. LeMenager stated we are a long ways away from them being three feet or five feet.

Mr. Berube stated I like your idea of not putting up the barriers and seeing what happens. If the plants get trampled, then you replace some of the plants and potentially save the money for the barriers.

Mr. Farnsworth stated I would like to point out some things. I have an issue with a couple things. First, I do not believe these bigger trees belong in this area.

Mr. LeMenager asked you mean the sycamores?

Mr. Farnsworth stated yes.

Mr. LeMenager stated they are for shade.

Mr. Farnsworth asked in the middle of the open area?

Ms. Kassel stated they are for shade at the playground.

Mr. LeMenager stated yes, so that we do not have to buy canopies. They are to make it safer in the summertime for kids to play.

Mr. Rukkila stated we had conversations that I think Mr. Farnsworth was not aware of, that they are actually existing. They were planted two years ago, and they are still small to medium in size. The original plan, with the expansion of the playground, labeled them as transplants. I was going to pull them back, and they will adorn the boundary. They are existing trees.

Mr. Farnsworth stated take a look at the last satellite view that I have. When you compare that to where you have claimed the boundary of it, you have chewed up a lot of that open area. I am saying that is not where the boundary of the playground is.

Mr. Berube stated this is not to scale.

Mr. Rukkila stated it may be off. One aspect is, if you look at the proposal, I want to clean up the edges. The end toes in, and if you look at the existing condition of that area, it is beat up. We have mulch coming in December. There is no mulch proposed or a line item for playground mulch. We were going to absorb that and clean it up.

Mr. Berube stated mulch is part of the regular contract anyway. You are not going to expand the square footage of mulch that is there now other than minor cleanup of the edges.

Mr. Rukkila stated that is correct.

Mr. Berube stated the trees are going to stay in the same location they are now.

Mr. Rukkila stated yes, the trees do not need to be moved now.

Ms. Kassel stated we are proposing to add more plants in that crescent to fill in the paths that the kids have already created. I do not think we need that. It has a bunch of liriopie there that will get trampled because it is right next to the playground. I do not know if we need that.

Mr. Walls stated I do not necessarily disagree with you. I think right around the playground might get some trampling.

Mr. Rukkila stated it was tough in designing it, trying to think of something that is kid proof, but there is no such thing. That bed is six feet deep.

Mr. LeMenager stated Ms. Kassel makes a really good point. When they design a quad for a university campus, they put sidewalks where students have trampled down the path. There is some logic and science behind what she says. I believe Mr. David Leeman mentioned this last month, and that was his point that kids have discovered this and made it what it is. If they have worn down paths, then that is how it developed.

Mr. Berube asked how many paths do you see?

Ms. Kassel stated I would have to count them. There are at least four or five in that crescent.

Mr. Berube stated to Mr. LeMenager's point, we can just not plant those paths.

Ms. Kassel stated that is what I am saying; we remove the plantings from this plan and remove the liriopie.

Mr. Rukkila stated if you look at its current condition, that area is beat up. Ms. Kassel and I discussed this before, and the numbers are there. We could go either way. We can remove the liriopie and leave it bare but mulched and observe how it works.

Ms. Kassel stated we can always add something later.

Mr. Rukkila stated that is correct.

Mr. Berube stated remove the liriopie. Is that the only change requested?

Mr. Rukkila stated it is one line item, so it is easy to remove.

Ms. Kassel stated it is two changes. We are removing the extra podocarpus around the tall bush.

Mr. Rukkila stated no, I do not think I proposed removing the tall filler podocarpus.

Ms. Kassel stated the proposal has 15 podocarpus, 15 gallon.

Mr. Rukkila stated you are correct. If we proceed with transplanting the magnolias, that was to fill and create a wall. You are saying to leave those out and leave it open.

Ms. Kassel stated yes. That is in the crescent.

Mr. Berube asked are the magnolias in the crescent?

Mr. Rukkila stated yes.

Mr. LeMenager asked they are all being moved?

Ms. Kassel stated yes.

Mr. Rukkila stated they will be moved to a tentative spot on Lakeshore Drive.

Ms. Kassel stated we are not going to fill those areas because they are paths.

Mr. LeMenager stated trees are there now. What are you going to replace the trees with? The trees are, by definition, not in the path.

Mr. Rukkila stated I think the plan calls for the removal of five magnolias, and we are putting back three sycamores. That is where the podocarpus came in to fix the design because it would have gaping holes there.

Mr. Farnsworth asked where are you saying the magnolias are right now?

Ms. Kassel stated you can see some areas where kids have made paths.

Mr. Rukkila stated there are a total of five.

Mr. Berube stated the paths go by the magnolias because the kids like to play on the magnolias and hang from the branches and climb up.

Ms. Kassel stated I do not know that we really need anything there.

Mr. Berube stated if that is what we want to do, we can take out the podocarpus and the lirioppe, and we can adjust the proposal for that.

Ms. Kassel stated we can always put them in later.

Mr. Rukkila stated those are easy changes.

Mr. Farnsworth stated on the drawing, the position of the bench is wrong. If that tree is meant to shade that bench, then the tree has to be moved.

Mr. Berube stated the trees are for the playground equipment, not necessarily for the bench.

Mr. Farnsworth stated explain to me where the request came from to shade the climbing playground equipment.

Mr. LeMenager stated it came from me.

Mr. Farnsworth asked why?

Mr. Berube stated people want them shaded.

Mr. Farnsworth asked who?

Mr. LeMenager stated this goes back three or even four years. The point was made by parents that they wanted to make sure that we had shading in place for the playground equipment. I brought up a very nice park in Tarpon Springs where my nephew lives and the fact that they had wonderful playgrounds. What they were protected from the sun by was huge trees, and huge trees are a lot more natural than a gigantic yellow tarp that you have to replace every couple years.

Ms. Kassel stated parents were complaining that the equipment gets too hot in the sun.

Mr. Berube stated you cannot touch it. The plastic or the metal gets hot enough that it will burn you.

Mr. LeMenager stated that is the point of the sycamores.

Mr. Farnsworth asked in how many years? If that is the purpose, then the positioning of the trees seems to be strange.

Mr. Berube stated the positioning on the map is wrong. The positioning in real life is more correct.

Ms. Kassel stated those trees will not be farther from the boundary of the mulched playground area, but they are going to be right on the edge.

Mr. Rukkila stated yes, they are existing trees on the edge.

Ms. Kassel stated they are not proposed to be added.

Mr. Berube stated they are just shown on the drawing.

Mr. LeMenager stated if you want to see what the sycamores are going to look like, drive down Beargrass. They are big.

Mr. Rukkila stated the perimeter of the park is lined with sycamores.

Mr. Farnsworth stated the diagram refers to some kind of turf.

Mr. Berube stated that is the existing turf.

Mr. Farnsworth stated there is a strange triangle going through here. It is rather obvious that the line is wrong. What is that boundary? It makes no sense.

Mr. Berube stated a sidewalk is there.

Mr. Farnsworth stated the sidewalk is farther over.

Ms. Kassel stated no, a sidewalk is there.

Mr. Farnsworth stated the boundary in the drawing is wrong.

Mr. Berube stated no, St. Augustine is back there now between that swale and the tree line.

Ms. Kassel stated I see what he is saying, and he is right.

Mr. Rukkila stated I understand what he is saying, and we will eliminate that line and pick up at the point of the teardrop.

Mr. Farnsworth stated the original proposal showed a boundary for the pine needles. When the new diagram was made, that boundary line did not get properly corrected.

Mr. Rukkila stated I follow what you are saying.

Mr. Berube stated the area under the trees will get the Bermuda.

Mr. Rukkila stated no, we are going to stay with the current groundcover.

Mr. Berube stated you will have a boundary line out there somewhere.

Mr. Rukkila stated at some point where the two turfs meet, similar to what takes place on Lakeshore Drive where we maintain the soccer field and the surrounding area, the two will blend at some point. It is part of the maintenance.

Mr. Berube stated where it says "Bermuda" will have Bermuda. Where it says "turf" from the lower crescent line to the edge of the line at the swale plantings will remain St. Augustine, and it will blend. The drawing needs another crescent at the top to make it blend.

Mr. Farnsworth stated it is my contention that in the way I am looking at it, too much of this area was taken out and the boundary goes too far out. That was my objection to this boundary line, to be more realistic to where it really is.

Mr. Rukkila stated I understand.

Mr. Berube stated the boundary as it exists will be largely what we end up with, except he will clean up some edges.

Mr. Farnsworth stated I agree with that, but I wanted to point out that the boundary as drawn is way off.

Mr. Berube stated that is correct; it is not to scale.

Mr. Walls stated the proposal includes three sycamore tree for \$1,275. Where are we talking about putting those?

Mr. Farnsworth stated unfortunately, I object to at least one of them.

Mr. Walls asked you are talking about putting them on the east side?

Mr. Farnsworth stated yes.

Mr. Rukkila stated there are five magnolias, and the idea was to use the sycamores and space them out with two on the ends and one in the center. I think Mr. Farnsworth's contention is the one on the end would be too close to the existing one.

Ms. Kassel stated my concern with those sycamores is that they are going to shade the plantings that need more sun and may negatively affect them.

Mr. Rukkila stated it is an established juniper that is there. In the future, it will probably propose a problem, but not in the short term.

Mr. Berube stated one of the sycamores that is being added is near that bench to shade the bench.

Mr. Rukkila stated yes. We did try to space them out evenly, but unfortunately, there is some crowding in one area.

Mr. Berube stated it can move. Remember that we are a community of trees.

Mr. Walls stated just remove the last one.

Mr. LeMenager stated the other two are fine, but we do not need that last one.

Ms. Kassel stated I would eliminate all except the top one.

Mr. Farnsworth stated I agree.

Mr. Walls stated the sun comes from the east, so if you do not have a tree on that side, you are not getting shade.

Mr. LeMenager stated there is a sycamore on that side.

Mr. Berube stated we are going to remove two sycamores and leave one.

Mr. Walls stated position it so that it gives the most shade for the playground.

Mr. Berube stated we have eliminated all the lirioppe and the podocarpus.

Mr. LeMenager stated the thought is that they can be added later.

Ms. Kassel stated yes.

Mr. Farnsworth asked is it necessary for that teardrop to come as far as is drawn?

Ms. Kassel stated yes, I think so.

Mr. Rukkila stated yes.

Mr. Berube stated we have to cover the whole thing.

Ms. Kassel stated it will turn into a muddy mess unless you cover it.

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| <p>On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the Davey Tree proposal for the Blazing Star playground, as adjusted to remove the liriopse, the podocarpus, and two sycamore trees.</p> |
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iii. Discussion of Neighborhood H-2 Maintenance

iv. Discussion of Neighborhood F Maintenance

Mr. Berube stated we have had several meetings with the engineer and the developer, and we have discussed the potential for flooding in neighborhood F. I have been assured by the engineer that work has been done in there. I noticed Jr. Davis has been in the ditch cleaning it out and changing some annuals. It is dry now. Neighborhood H-2 had a flooding problem and had some really wet areas but was not flooded like neighborhood F was. We have an agreement with Mr. Robert Glantz from Harmony Development Company that if flooding should prove to be a problem next year during the wet season, they will come back and take care of it. The process is, they are replacing all the dead pine trees and the stressed pine trees, and they are going to replace the ditch in neighborhood F. Neighborhood H-2 is largely done, and they have asked us to assume the maintenance for that as of December 1. I told them that will not work. January 1, 2016, is a better choice after everything gets done. If it is not complete, then we will not be maintaining it as of January 1. I also went back to Mr. Rinard, and he revised his previous proposal. The latest one ends up pretty much where it was before with some changes. These neighborhoods are fairly expensive to maintain on a per-acre basis because of the design of the landscaping. The ditches are more labor intensive for Davey to maintain. We have Florida friendly landscaping, which is fine and not very expensive to maintain, but as it turns out, it is simply because of the way it is done. Davey revised their proposals and came down about \$500 a year less than the previous proposal. It is still less than what we are paying for neighborhood H-1 on an overall basis. We have also added the grass cutting along the entire pipeline. That is on an as-needed basis, but I do not believe we set a timeframe for that.

Mr. Rukkila stated it was not specified.

Mr. Berube stated it will be cut as needed. They will have more to do since we will have a park there. The final number for annual maintenance for neighborhood H-2 is \$11,424 and for neighborhood F is \$12,912. I am recommending that we accept these for assumption of maintenance of these two areas beginning January 1, 2016.

Ms. Kassel asked does this include tree maintenance?

Mr. Berube stated it is everything that is in those neighborhoods. The scope is just like our current contract with all the line items that we pay for every month.

Ms. Kassel stated I just wanted to make sure.

Mr. Farnsworth asked is that what is referenced as exhibit B, section 4?

Mr. Berube stated yes, it is referencing the Davey contract. It is virtually identical to what we have in neighborhood H-1, which is about \$19,000. This has lesser acreage.

Mr. Qualls stated I want to double check the cross references to the contract.

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| <p>On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the Davey Tree proposal for maintenance of neighborhood H-2 in the annual amount of \$11,424 and neighborhood F in the annual amount of \$12,912, subject to final review by legal counsel.</p> |
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v. Miscellaneous

Mr. Berube stated on an ongoing basis, I think we are pretty happy with the work Mr. Rukkila is doing here. Keep up the good work.

Mr. Rukkila stated thank you; we appreciate it.

FIFTH ORDER OF BUSINESS

Developer's Report

Mr. Berube stated there have been several meetings with the developer this month, some being longer than others. Last month, Ms. Kassel brought up the situation with the water bills for excessive water usage. I told Mr. Glantz that I was not sure how much that was worth, but we thought it was somewhere between \$2,000 and \$3,000. We sent him an invoice last week for \$2,500, which he agreed to pay.

Ms. Kassel stated that is excellent.

Mr. Berube stated there was also a significant flood to our pool and pool equipment last month or the month before. It ended up being about \$5,000 in damage when the water main broke. Harmony Development Company sent us a check for that, as well.

Mr. LeMenager stated where it came over the pickleball courts?

Mr. Berube stated yes. They squirmed on that a little because they thought they were having to buy all new equipment, but I pointed out that it was working fine before they flooded it. We have a good ongoing relationship with the developer for things like that.

Mr. LeMenager stated we need to discuss the assessment for neighborhood F and neighborhood H-2.

Ms. Kassel stated that will be under the manager's report.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Berube stated Mr. LeMenager alluded to the blending of assessments for neighborhoods F and H-2. Has Mr. Boyd had any input into that or asked to do anything?

Mr. Boyd stated I received the email from Mr. LeMenager, but I have not been asked to do anything specifically.

Mr. Berube stated my point is, if you do get involved in it, we would like you to segregate any of those costs.

Mr. Boyd stated absolutely. I am not working on behalf of the developer on that issue at all.

Mr. Berube stated that is fine.

Mr. Boyd stated I want to provide an update on the sidewalk along the gas easement. I gave that information to Jr. Davis and asked them to price it. I informed them that they need to be aware that the schedule for installation is flexible and can be done when they are out here doing other work and to price it accordingly. I think they took that to heart, and I will forward it to you as soon as I receive it. Hopefully it will be available for next month's agenda package.

Mr. Berube stated my guess is that the developer is keeping them pretty busy with what is going on down the street.

Mr. Boyd stated they are busy all around Harmony.

B. Attorney

i. Competitive Procurement for Landscaping

Mr. Qualls stated Mr. LeMenager asked us to look into this. There is a provision of Statute that authorizes what is commonly referred to as piggybacking, Section 189.053, Florida Statutes, that says special districts may purchase commodities and contractual services from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, or

requests for qualifications, and so forth. The idea is that you have to competitively procure contracts over a certain amount, which the landscape maintenance contract falls under. When another government has done that, you can go to that government instead of having to reprocure it competitively, and you can piggyback off that other procurement. That is good news. We still need to look at other community development districts, municipalities, or counties, but I have recently done this. We need to see if it is an apples-to-apples comparison and see if the numbers make sense. I called a friend at Ave Maria special district that recently did a competitive procurement and hired Davey. I received all the competitive procurement documents from them. It is my understanding that there is another CDD – Westchase – that has done a procurement. We will continue to compile that information and see how that works. There is certainly some potential, which is good news.

Mr. LeMenager stated for the benefit of the audience, this Board would like to renew the contract with Davey. We are quite happy with their work, and they made us a very attractive offer. Unfortunately, our legal opinion was that we had to go out for a request for proposals again. I simply asked Mr. Qualls to figure out a way not to, and this was his response. Thank you.

Mr. Qualls stated everything Mr. LeMenager said is exactly right. The only thing I would change is, the District is still going to competitively procure the services. It is just going to use the recent procurement that has already been done, which should result in a significant savings potential.

ii. Assessments for Neighborhoods F and H-2

Mr. Berube stated I will make the same request to Mr. Qualls, since I know he has been doing some work on the blending of assessments for neighborhoods F and H-2. We need to segregate all that time because it will be at the developer's cost at some point.

Mr. Qualls stated people have been discussing blending the assessments for neighborhoods F and H-2. There is no such legal concept as blending assessments. The Florida Supreme Court has said there are two requirements to have a valid assessment: the property must receive a special and peculiar benefit from the services provided, and the assessment must be fairly and reasonably apportioned. Those are the two requirements that have to be met. If you think about the fact that on the last tax roll, the assessments for neighborhoods F and H-2 were different, if the current methodology was applied properly and they were paying different amounts, that would lead one to conclude

that according to your current methodology, the properties in neighborhoods F and H-2 did not benefit equally because they are paying different amounts. Therefore, the properties and parcels in neighborhoods F and H-2 were assessed at a higher rate. The question is if the CDD may legally change those assessments to equal those out. The answer is yes, provided that it aligns with the assessment methodology, which I do not think it would at this point unless the current assessment methodology was improperly applied. I do not believe that is the case. In order for the District to assess those properties differently for 2016, you will have to go through the process in a publicly noticed meeting to change your assessment methodology. It is very important to establish on the record that this two-pronged test is met: the property must receive a special and peculiar benefit from the service provided, and the assessment must be fairly and reasonably apportioned. You can get to where the developer is asking you to get, but you need to show that the two-pronged test has been met. The reason why is because if someone challenges the assessment in the future, which is why you pay me to survive such challenges, and if one of these requirements is not met, then the assessment may be deemed invalid. That would be a result that you do not want.

Mr. Berube stated to be clear, we are talking only about revising the assessment methodology for those two parcels.

Mr. LeMenager stated they cannot be done differently than everything else.

Mr. Qualls stated I do not think we can do it in a vacuum.

Mr. Berube stated we do not have to revise it for all the neighborhoods, just those two affected pieces.

Mr. LeMenager stated I have written to Mr. Moyer, Mr. Qualls, and Mr. Boyd on Friday on our behalf to take a look at, and I will read a couple things into the record as to why we have this problem. For the benefit of the audience, the problem is, as it stands now, the 50-foot lots in neighborhood H-2 will have an assessment of \$4,500 per year.

Ms. Kassel stated neighborhood H-2 is on the right as you come in the west entrance.

Mr. LeMenager stated it will be higher than anything except the Estates. Assessments for neighborhood F are \$2,500 per year, which are quite reasonable.

Mr. Berube stated that is the neighborhood directly across from the school, which could be arguably said to be a nicer neighborhood, considering it has two ponds, the green space between that area and the lake, and the view of Buck Lake. The

neighborhood along U.S. Hwy 192 is being assessed a huge amount of money, and the desirable neighborhood in the back is lower.

Mr. Moyer stated keep in mind that the aesthetics part that you are commenting on really does not factor into the assessment. It is how you pay for the infrastructure, which is equal no matter where you are in the community.

Mr. Berube stated but for the people who buy there, it is real dollars.

Mr. Moyer stated that is right.

Mr. LeMenager stated the proposal that was a surprise to us last month from the developer was to add neighborhoods F and H-2 together and make the residents in neighborhood F subsidize the residents in neighborhood H-2, to which I rather vociferously objected. What is being proposed is that we will have a bunch of 50-foot lots that all have CDD assessments around \$3,500. I believe Mr. Qualls used the words “fair” and “reasonable” in his description. There is no way that is fair and reasonable. I own a 65-foot lot on Schoolhouse Road, arguably one of the nicest locations in town. I paid off my debt assessment, but if I had not paid it off, I would be paying about \$2,700 annually. Where is fair and equitable when a 65-foot lot with a great location pays \$2,700 and a 50-foot lot where the houses are close together and the setbacks are less pays \$3,500. That cannot possibly pass the fair and reasonableness test.

Ms. Kassel stated I would like Mr. Moyer to explain why there is such a disparity in the assessments.

Mr. Moyer stated under the methodology, when nothing is platted, the assessment is based on acreage. As the property is platted and we know with certainty how many lots are within a given geographical area, that acreage assessment is then allocated to the number of units within the platted area. The more you build, the cheaper it is.

Mr. LeMenager stated the real problem is that the developer has significantly changed the plans of the community. Where in neighborhoods F, H-1, and H-2 the original plans called for 342 units, they built 218. If you divide by 218, you get a much bigger number than if you divide by 342. Clearly, the developer was not thinking very well when they decided to scrap the original plans and build fewer units because they thought they could sell houses faster than they could sell townhouses. That is the real heart of the matter.

Mr. Berube stated to be clear, for existing home owners, whatever ends up happening, the end result of income to the CDD will be the same. We are not contemplating losing

any income. Your assessments will not increase because of whatever happens here tonight. The CDD will end up neutral, no matter where neighborhoods F, H-1, or H-2 end up. We are not having existing lots subsidize these numbers. That is not going to happen. That methodology is staying in place.

Mr. Farnsworth stated unless there is a challenge.

Mr. Berube stated the legal challenge would only apply to these three neighborhoods. What we have already established is not subject to a challenge, which is why I asked if we are changing the entire methodology or just for these three neighborhoods.

Mr. LeMenager stated I did see on Facebook the one person who is buying in neighborhood F and was originally told her assessment was going to be \$2,400 was quite aghast when Richmond American sent her lender a number that was significantly higher than that.

Mr. Berube stated they are presuming this is going to happen.

Mr. LeMenager stated they can presume all they want. That was the point I was making last month. This is not about making the 66 owners who buy in neighborhood F pay 50% more than they would otherwise.

Mr. Berube stated we have a very easy option. If this Board does not want to go down this road of allowing this change, we can just say “no” at this point, and I am all for doing that. I can see thousands of dollars in legal fees being expended and having many people getting mad and yelling. You can tell it is brewing. What it all comes down to is, we will still end up with a lot of houses that are narrow lots that are more expensive than any others here.

Mr. LeMenager stated that is correct.

Mr. Berube stated we are going to make 100 people fairly happy and 100 people somewhat less than happy.

Mr. LeMenager stated I asked the engineer to give us detailed maps of these subdivision neighborhoods so that we can see exactly how this happened. What I had written was basically that it seems to me that the current methodology is whatever the current accountant comes up with. Oddly enough, the current accountant’s response says whatever the developer comes up with. Of course, the developer no longer controls this body. My point is, if I think back to my corporate days, when my staff brought me a problem, my first reaction was to ask what the contract says. Now my first reaction to a

problem like this is to ask what the documents say. That has to be the basis. We have the accountants admitting that they changed things in the past because the developer asked them to.

Mr. Berube stated not anymore.

Mr. LeMenager stated that cannot possibly be acceptable. We have a set of documents and rules, and they need to follow those rules. The way these neighborhoods work is, the developer set all this up. They put it all in place, and then they hand it over when residents control the Board. That did not happen here. There has to be more accountability.

Mr. Farnsworth asked how did the assessment for neighborhood H-2 get to be that number?

Ms. Kassel stated they contemplated more lots.

Mr. Farnsworth stated there was a certain assessment for this block of land, which was subdivided into x number of lots.

Mr. LeMenager stated actually, no. I reprinted all the non-ad valorem assessment summaries since they went to the current format. Neighborhoods H-1 and H-2 were lumped together since the beginning. For some reason, they have been split as of last year when neighborhood H-1 was developed before neighborhood H-2. If you were talking about neighborhood H-1 being with neighborhood H-2, I do not think we would have as much of a problem because there are so many units in neighborhood H-1, and you will be dividing by a much bigger number, so everyone's assessment will be smaller. One of the thoughts I had was to go back to what was historical.

Mr. Farnsworth stated I am not disagreeing with you. I do not understand why it was split off.

Mr. Berube stated they are only developing one.

Mr. LeMenager stated they did neighborhood H-1 first and let neighborhood H-2 hang there. My point is that the original intent was clear: neighborhoods H-1 and H-2 were supposed to be the same. I think if you go back to the original, they were both supposed to have townhouses facing each other on both sides of the street.

Mr. Berube stated that plan disappeared.

Mr. LeMenager stated the developer has been having trouble selling the townhouse lots, so he is going to sell single-family house lots because they are a lot easier to sell. You are not going to sell anything at \$4,500 assessments.

Mr. Berube stated the other thing that happened was, there is a big pond behind neighborhood H-2 that has a lot of open space around it, which adds to acreage with no additional lots to be sold because you cannot put anything around the pond. Whereas in neighborhood F, the ponds had already been segregated away from that, so neighborhood F does not have to swallow up the square footage of those ponds.

Mr. Farnsworth stated I am trying to figure out how neighborhoods H-2 and F ever got lumped together since they are so far apart.

Mr. LeMenager stated for expediency. They are the last two.

Ms. Kassel stated the developer is trying to lump them together to even out the assessment.

Mr. Farnsworth asked was it the developer or the builders?

Mr. Berube stated there are two builders in neighborhood H-2: Richmond American and Lennar. They bought up all the lots. They got their CDD assessments, and they noted that neighborhood F is only paying \$2,500, but neighborhood H-2 is paying \$4,500. They asked what was wrong since they are the ones paying the assessments. Then reality hits, and the builder says they do not want to pay these assessments since it is unfair.

Mr. LeMenager stated they are right. I am not disagreeing.

Mr. Farnsworth stated the way the neighborhood H-2 land was originally divided up, it had 300 lots instead of 200 lots, or something like that.

Mr. Berube stated yes, it was 300 housing units because of townhomes, which all disappeared and thereby reduced those numbers.

Mr. Farnsworth asked what if the design had never had the townhomes in it?

Mr. Berube stated then the number may be similar to what it is.

Mr. Farnsworth asked would it have been, or would it have been assessed differently?

Mr. Berube stated yes, they would have had different assessments.

Ms. Kassel asked are the lots in neighborhood H-2 bigger than they would have been had the original design been built?

Mr. LeMenager stated yes.

Mr. Walls stated they can build as many as they want or can.

Mr. Berube stated they tried to fit in as many as they can.

Mr. LeMenager stated a townhouse lot is 20 feet maybe.

Mr. Walls stated that is comparing apples to oranges.

Mr. Berube stated do not forget that when you look at neighborhood H-2, there is a lot of burnt space. It has a landscape ditch that is a smaller ditch with trees along the fence. They burnt a lot of green space in there to make it look pretty, plus the land around the pond in the back. All that land goes against these assessments in neighborhood H-2.

Mr. LeMenager stated that is why I wanted to see the map.

Mr. Boyd stated that pond probably should be pulled out.

Mr. LeMenager stated I think there are other solutions. It might be that a lot of neighborhood H-2 should not be considered H-2 but common areas. We even agreed to expand that pond so that they could have some fill for dirt.

Mr. Walls stated then you are talking about adjustments to the entire methodology.

Mr. Moyer stated that is correct.

Mr. LeMenager stated that is right; I am absolutely talking about adjustments to everyone.

Mr. Walls stated I am not in favor of that.

Mr. Berube stated legal counsel is looking for guidance from this body if we want to let him continue to spend more hours to come up with some guidance toward maybe a reasonable blending, or do we just want to stop this process now, seeing the hurdles we are facing when all we are going to end up with is one group of home owners that is a little happier and another group of home owners that is somewhat less happy.

Ms. Kassel stated we are still going to have unhappy home owners.

Mr. Walls stated people have not bought those homes yet. The people who do will know what those fees are, and they will agree to them when they buy the house.

Ms. Kassel stated that is correct.

Mr. Walls stated you can look at this one of two ways. You can leave them as they are, people will know what the assessments are, and hopefully people will buy those houses and be happy with it. They cannot complain after they have been told what the assessments are.

Mr. Farnsworth stated yes, they can complain.

Mr. Walls stated yes, they can, but we have a leg to stand on because it is the number they were told that they agreed to pay. The other issue is if they have a tough time selling those houses because the assessments are so high. Are we spiting ourselves by not making any changes and end up with an issue up front?

Mr. Berube stated we are already there with the Estates at \$6,000.

Mr. Walls stated I am open to a reasonable compromise that the developer pays for. So any work our staff does, if the developer wants this done, then they pay for it. The second part of that is as long as it does not touch any other assessments. We have to find a workable way to change the assessment methodology that does not impact any of the existing residents in Harmony.

Mr. LeMenager stated what I suggested last month quickly when we were blindsided by this was for the developer and/or the builder to paydown half the bonds and thereby reduce the assessments in half. The problem with that is, it still leaves neighborhood H-2 with an annual operations and maintenance (O&M) assessment of \$2,000 because O&M and debt have gotten a lot closer than they used to be. At least that would somewhat alleviate the problem. It is not our mistake. We did not change the design. The developer did. I tend to agree with Mr. Berube. It is what it is, and if they want to come to a meeting to discuss it, great. Come to the meeting and talk about it. But if we are talking to four empty chairs, it is what it is. Sell some houses with \$4,500 CDD assessments.

Mr. Qualls stated I have given the legal analysis. It is up to the other professionals with a lot more knowledge than I have to sort out the assessment methodology.

Mr. Berube asked who would a challenge come from?

Mr. Qualls stated the three requirements for a lawsuit a pen, a piece of paper, and a person.

Mr. Berube stated we have two different builders that are aggrieved by this process. They are the landowners: Lennar and Richmond American.

Mr. Qualls stated I am not ready to say anyone has been aggrieved. If the District has applied the assessment methodology correctly and they are on the assessment roll, that means the special, peculiar benefit has been flowing reasonably and has been fairly apportioned.

Mr. Berube stated they are the ones who are complaining. The complaint is coming from the current landowners.

Mr. Qualls stated yes. Everyone talks about the purchaser, but remember that this is about the land. The special and peculiar benefit flows to the land. This is not on a landowner basis; it is on the land. The bigger point I want to make is, timing wise, you have adopted the assessments for fiscal year 2016. Are you looking to change that?

Mr. LeMenager stated no.

Mr. Qualls stated if you wanted to go this route, you would be changing this for fiscal year 2016.

Mr. Walls stated it will be for fiscal year 2017.

Mr. LeMenager stated we are not talking about changing anything for this year.

Mr. Moyer stated I think the basis of the request from the two builders in question is because of the pond, that the assessment, in fact, is not fair and equitable. They are asking us to address that. The effect would be the same as if we deleted the pond and reassessed those two parcels, keeping the amount of assessment but reallocating it, which basically gets you to the same place. They would not be paying for the pond.

Mr. Berube asked if the pond gets deleted, where does it go?

Mr. Farnsworth stated it goes to everyone.

Mr. Moyer stated no. The cost of the pond still stays with those two parcels but is allocated over all the lots within those two parcels.

Mr. LeMenager stated that means the 66 homes in neighborhood F have a 50% increase in their CDD assessments.

Mr. Walls stated those people have not bought those homes yet.

Mr. LeMenager stated they have sold a lot of houses in neighborhood F. That was the point from the woman who was complaining on Facebook. She already bought her lot from Richmond American.

Mr. Moyer stated they are going to have to eat that.

Mr. LeMenager stated suddenly they gave her different information about the CDD, and it is not \$2,400 but \$3,500.

Mr. Berube asked who is going to have to eat that?

Mr. Moyer stated the developer or the builder. They sold it and if we are increasing the assessments, then they are going to have to eat that.

Mr. LeMenager stated they came to us with a solution, and we said no, we are not interested. I think the ball is back in their court. It is not up to us to keep spending our

money on this. The reason is clear: they changed the plan. We did not tell them to change the plan.

Mr. Berube stated we have a request from counsel to move forward with this and figure out if and how we should blend this per the developer's request.

Mr. Qualls stated for the record, I am not requesting any of this.

Mr. Berube stated you gave us the legal opinion.

Mr. Qualls stated that is all I do. I give you what the Supreme Court said, that it has to meet a two-pronged test.

Mr. Berube stated we need to make a decision to allow counsel to explore the developer's request and figure out how we can do this legally to blend the assessments in neighborhoods F and H-2. We will either tell him to go do that, or we will tell the developer that at this point, we are not going to change anything.

Mr. LeMenager stated I say no.

Ms. Kassel stated no.

Mr. Farnsworth stated no.

Mr. Walls stated no. It really does not impact me either way.

Mr. Berube stated I do not know who is going to inform the developer. I can tell him if you want me to.

Mr. Moyer stated it does not matter. I can send him an email.

Ms. Kassel stated the reason I am saying no is because it does not sound like there is a reasonable way, with integrity, that we can do this in a way that is fair and equitable. It sounds like we are just jimmying the system to try to appease the builders so that they can try to sell homes that have more reasonable CDD assessments. It does not sound like something, as a CDD Board, that we should be doing.

Mr. Berube stated yes, they did it, so let them fix it. The only logical way they can fix it is to do as Mr. LeMenager suggested, which is to buy down the cost in neighborhood H-2. That might be cheaper for them than what it is going to cost to do this with a legal opinion.

Mr. LeMenager stated I do not know what the balances are, but they look pretty hefty. Paying mine off was \$17,000. You are talking about 40 lots, so they may be higher. Say it is \$20,000 per lot. They have to pay down half of that, or \$10,000, across 40 lots, which is \$400,000.

Ms. Kassel stated by doing this, it may decrease the likelihood of those builders funding a community pool and a community room in the Green neighborhood.

Mr. LeMenager stated we cannot be held hostage to that.

Mr. Berube stated we are going to do what is right based on what is presented to us.

Ms. Kassel stated I agree. It is not as though we do not want to work with them because we do. But we have not legally heard of a way to do it that would make it fair and equitable and reasonable.

Mr. LeMenager stated the numbers are published. If I were to buy something in neighborhood F and I see these published numbers but for convenience sake, my assessments were increased 50%, I do not know what kind of action I would take.

Mr. Walls stated I agree with you. I did not realize people have actually started buying lots there.

Mr. LeMenager stated yes.

Mr. Walls stated if people bought there, that goes back to my point that people were told what the assessments are, and we cannot go changing them.

Mr. LeMenager stated that is correct. That was the whole point of that lady's comment: what is going on and how did her assessment go up this much.

Mr. Berube stated Mr. Qualls is done with this issue at this point.

Mr. Qualls stated all I wanted to do was provide a clear analysis of what the two requirements are for a valid assessment. I believe the District manager said it is possible that the builders there now feel that the assessment methodology is not fairly and reasonably apportioned. You need to have in your minds that there are ways to challenge that. Anything you can do to deal with that, if you think it is coming, short of leaving it in someone else's hands, e.g., litigation, that is the route I would go. I really think there needs to be some additional dialogue between the people who think it is not fair and this Board. The people who do not think it is fair are not here.

Mr. LeMenager stated they had their opportunity. They have made it clear that they are not interested in these meetings.

Mr. Qualls stated the only thing I will do is send a draft memorandum to everyone that I provided to Mr. Moyer and Mr. Berube for review.

Mr. LeMenager stated I still want to see the map.

C. Field Manager

i. Dock and Maintenance Activities Report

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

Mr. van der Snel stated the report indicates that refurbishments will start in Town Square, but that work is complete. We painted all the pillars and refurbished all the broken styrofoam molding.

Mr. LeMenager asked we still have styrofoam molding?

Mr. van der Snel stated yes. Just a note on the concrete sidewalk units. It says they were replaced, but they still need to be replaced. I am working with contractors for bids. I had one meeting set up but he did not show and has not responded to my emails or phone calls. Those are the only changes to the report.

Ms. Kassel stated we talked about the dog park and getting estimates for rubber around the benches.

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

Ms. Kassel stated it is getting worse. Those are getting deeper, and there are more of them.

Mr. van der Snel stated I think I am just going to order a pallet of concrete fines and put that in.

Ms. Kassel asked not rubber mulch?

Mr. van der Snel stated rubber mulch will be about \$2,000, which is my rough estimate, and you have to go around the roots of the tree. The roots are really there and you cannot really go around them, so I think the concrete fines will be a better solution.

Ms. Kassel stated we can try it.

Mr. van der Snel stated it is not the cost. I think it is \$80 or \$90.

Ms. Kassel stated I just do not know how easy it is for dogs to dig up concrete fines.

Mr. Berube stated once it gets wet, it will be pretty firm. It turns almost into concrete when it is wet. We have some around one of the bridges.

Ms. Kassel stated yes, but it is hard to tell.

Mr. Berube stated I know. It tends to wash away, but it is pretty firm when it is wet.

Ms. Kassel stated that is in an area that does not get much traffic.

Mr. van der Snel stated the issue on U.S. Hwy 192 is essentially complete. They put in new seed; however, they seeded really poor soil. That is still pending. I asked them to put enriched soil over it so that it will actually sprout. They dropped the ball on that, so it is still pending. Farther down, they put St. Augustine grass on each side at the east and west entrances. They rolled it down, and the irrigation is good. Everything is pretty much the way it was.

ii. Buck Lake Boat Use Report

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

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. October 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. Berube stated something I noticed in this year's budget is a \$60,000 reserve fund for sidewalks. As you know, we have been handling sidewalks internally, which gets buried in the normal cost of operations. The biggest thing we may have to do is the minor panel replacements, and it is generally cheaper to get a subcontractor for that. It is about \$12,000 at a time, so it is not a huge impact. We are handling sidewalks internally with no big bumps. The question becomes if we want to leave the \$60,000 sidewalk reserve in place or do we want to set up a new one for alley refurbishments, which is has been a thorn in our sides. We are going to have to start addressing that pretty soon. We have a lot of alleys that need attention.

Ms. Kassel stated I am guessing that as time goes on and as Celebration has experienced, we will have more and more sidewalk panel replacement. I am not against taking \$20,000 or \$30,000 out of sidewalks, but I am not in favor of eliminating it and putting it entirely into alleys.

Mr. LeMenager stated longer term, I think we keep it in sidewalks. We have discussed this before that it is a flaw in the design of traditional neighborhood developments in putting trees this close to sidewalks. It does not work, and we are going to have to pay for it.

Mr. Farnsworth stated it is not just trees close to the sidewalks, but it is also the wrong kind of trees.

Mr. Walls stated I see road repaving as a more pressing and costly issue than sidewalks.

Mr. Berube stated that is something we cannot do ourselves.

Mr. Walls stated that is correct. We are about 12 years old, and the cost is pretty low right now. I do not know that the root system will get a lot worse than it is now.

Mr. Farnsworth stated a suggestion would be to transfer \$10,000 or \$20,000.

Mr. LeMenager stated we can just move the reserves around.

Mr. Berube stated we have a \$60,000 reserve dedicated for sidewalks, which means we cannot use it for anything but sidewalks.

Mr. LeMenager stated we can.

Mr. Berube stated yes, but we would have to move it around. Do we want to leave that \$60,000 reserve dedicated to sidewalks?

Mr. LeMenager stated I have a suggestion. Let us call it the reserve for sidewalks and alleys.

Ms. Kassel stated that is fine with me.

Mr. Walls stated I agree.

By consensus of the Board, the reserve for sidewalks will be changed to reserve for alleys and sidewalks.

Mr. Moyer stated we do not start receiving our non-ad valorem assessments until the end of November and into December. The expenditures in all of our categories with the exception of operations and maintenance is pretty close. Operations and maintenance is well under budget on a prorated basis, which is probably a timing issue on the receipt of invoices that Mr. van der Snel is responsible for.

B. Invoice Approval #187, Check Register, and Debit Invoices

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

Mr. LeMenager stated there was no invoice from Davey this month. This approval was really small.

Mr. Berube stated that is because our meeting is one week early this month. January's approval will be bigger since it is seven weeks after the December meeting.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #187, 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.

Mr. Farnsworth asked under Top Pages, what is robots.txt? Is that a webpage?

Mr. Walls stated it is a server file.

Mr. Farnsworth asked how can it be one of the top pages when no one can see it or get to it? What is it?

Mr. Walls stated what they are pulling is the actual file that gets pulled up. That one gets pulled up every time someone goes to the website.

Ms. Kassel stated I was curious about what was happening in October, but I see that the counter was reset October 1, 2015. It only looks high because it was reset at the beginning of the month. In previous months on the agenda, it was from a couple years ago.

Mr. Berube stated it is probably some sort of search function they use on that server.

Mr. Farnsworth stated it cannot be every time a webpage comes up. It should be 1,697.

Mr. Walls stated it is only once.

Mr. Moyer stated unless it is a link.

Mr. Berube stated we are on a combined server. We are not on a server that is unique to us.

Mr. Moyer stated that is correct.

Mr. Berube stated that is something that is searching for us. It is one of those IT things that no one understands.

Mr. Walls stated it is something that comes around and searches the website.

Mr. Berube stated it is a robot, which is why we get spam emails.

Mr. Farnsworth asked is it a web crawler?

Mr. Berube stated yes.

Mr. Farnsworth stated that should not even be counted in our pages, even if that is what it is.

Mr. Berube stated it is done electronically. Ms. Burgess just puts it in this format. The server counts all that.

Ms. Kassel stated it is a stat counter.

Mr. Farnsworth stated we have 24 pages, and that is not one of our webpages.

Mr. Berube stated it is not. It is a spider looking around at us.

D. Consideration of Second Amendment to the Management Advisory Services Agreement with Severn Trent Environmental Services, Inc.

Mr. Moyer stated Severn Trent is requesting that the Board permit them to charge \$75 to requesters of estoppel letters. There is a very short amendment to do that. I think you are all aware that home owners associations actually charge quite a bit more than \$75.

Ms. Kassel stated we just had to pay \$275 for that in California.

Mr. Berube stated it is \$185 here.

Mr. Moyer stated this would solely be Severn Trent's obligation to collect from the title company. The District would not be involved in this in any way. It is just requesting your permission to change the contract to allow them to do that.

Mr. LeMenager stated I must admit that I have never seen an estoppel from a CDD.

Mr. Moyer stated every time a property changes hands, the title company will contact us for an estoppel letter.

Mr. LeMenager asked what does it say?

Mr. Moyer stated what the balance of the assessment is, whether it is paid or not, and what the annual non-ad valorem assessment is.

Mr. Berube stated it probably includes if there are any special assessments pending against the property, as well.

Mr. Moyer stated yes.

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| On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the second amendment to the management advisory services agreement with Severn Trent Environmental Services, Inc. |
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EIGHTH ORDER OF BUSINESS

Supervisor Requests

Ms. Kassel stated one thing we tabled last month that we have not gotten back to this month is the proposal from Ms. Dwyer. It was not in the package this month, and I am not sure why. We tabled it until this month to discuss. Our field staff is going to be ready

to maintain the ponds by December 15, so I wanted to bring it back up. Did Mr. Moyer receive a copy of her résumé? Was that sent out?

Mr. Moyer stated I received it this morning, and it was not sent out.

Ms. Kassel stated Mr. Walls requested to see her résumé, and she submitted one but apparently it came in too late.

Mr. Berube stated she has put 99% of her thoughts into those proposals. They were very specific guidelines for plantings, invasive weeds, premium plants for the littoral edges, and so forth. I think her plan is already laid out in the proposal. It is pretty in depth when you read it. Largely, our thought was that when we were thinking about hiring her, my thought was for her to manage Bio-Tech or some other contractor, as well as to manage an RFP to ensure we were including all of what is needed. Then she was going to manage the contractor. Things have evolved. We are not going to have a contractor anymore; our field services staff will be doing the work. We are entrusting the staff to maintain pools, bathrooms, and everything else they do around here. I am not sure we need to hire another person.

Mr. LeMenager asked does Mr. van der Snel feel he needs a consultant on this type of work?

Mr. van der Snel stated at this point, I really do not know because it is new for us, too. I think it would be good to have a consultant available if needed. I think we have to see what is going to happen in three or four months, and then see how we do. We are evolving, and if we have problems that we cannot solve, then we can contact a consultant.

Mr. Walls stated that was my thought, which is why I asked for a résumé. I do not know what expertise she has, and I do not know if she has ever done that before. In reading the proposal from a consultant's standpoint, they would be someone we could call in if we need help or something along those lines if we had an agreement with her to do that, assuming that is something she is willing to do.

Mr. Farnsworth stated in order to enter into that kind of agreement, you would need to have some kind of a retainer fee.

Mr. Walls stated not necessarily. It depends on how you write the agreement.

Mr. Farnsworth stated we will need something like that to keep them.

Mr. Walls stated that is the road I was going down. I do not know that we necessarily want to hire someone to have around just in case.

Ms. Kassel stated the proposal last month was specifically to work with the field staff to get them ready. They are learning about pesticides. They are not really learning about pond management. They are not really learning to identify all the different plants.

Mr. van der Snel stated that information is in the learning material.

Ms. Kassel stated I can tell you Bio-Tech made plenty of mistakes, and they are supposedly the professionals. I am not saying this because I am friends with Ms. Dwyer, but I feel like this is an area that is completely new to everyone. I think it would behoove the CDD to have someone monitoring what is happening and showing the field staff about our specific ponds because they are all different.

Mr. LeMenager stated it is not that much money. Let us not be penny wise and pound foolish. The staff is brand new to this. They have never done this before. They will learn it and will do a fine job. I do not think it is a terrible idea to have an expert for \$500 per month.

Ms. Kassel stated I do not think it was that much. I think there was some initial outlay for some classes or training, and then I think it was less.

Mr. Walls stated I want to make sure we are getting the right person for that job. We have only looked at one person. I would be more comfortable if we looked at several people.

Ms. Kassel stated staff is starting to maintain the ponds January 1, 2016.

Mr. Walls stated I do not think it is critical to do this now.

Mr. Berube stated the ponds are not going to degrade that quickly. We are maintaining most of them now only once a quarter. They are living organisms. I like what I see from her, but I do not know that her scope of services is really going to be required in the way she wrote it. As Mr. van der Snel alluded to, let us get rolling and see what happens. There is a lot to absorb here. The ponds will not deteriorate overnight. We have time to consider this and see what happens. I really do not think we need someone micromanaging the people we trust at this point unless we see things going bad.

Mr. Farnsworth stated that is the key question, if we are hiring her as a manager or as an advisor. There is a big difference.

Ms. Kassel stated the latter.

Mr. Berube stated her proposal was to manage the contract. We no longer have a contract.

Ms. Kassel stated her first proposal was for that. We should ask her to amend her proposal or submit a new proposal, but it should be in the next agenda so we can all review it and have it fresh in our minds for the next meeting. I believe someone in an advisory capacity who is knowledgeable would behoove us. As Mr. LeMenager said, let us not be penny wise and pound foolish.

Mr. Berube stated you have heard the discussion. You know where we are going with the staff. You have heard Mr. van der Snel's request. You can contact her for a new proposal. It can just be a short one with her concept of what she wants to do based on this discussion.

Mr. LeMenager stated Ms. Kassel should meet with Ms. Dwyer and Mr. van der Snel and talk through what she thinks she can provide you. Then the three of you come to an agreement of what will work well this way.

Mr. van der Snel stated the main thing is that we get it started so that we get the knowledge on the plants we want to keep and the plants we want to get rid of. We can make a strategy in the beginning, which was my initial plan, to see what we want in the pond and what we want on the sides of the ponds, and then go from there. At a certain point, we will know the plan, the strategy, and what we are going to maintain.

Mr. Walls stated the staff just needs a playbook they can follow.

Mr. van der Snel stated yes.

Mr. Walls stated I do not think we necessarily need someone here all the time.

Mr. Farnsworth asked where will that playbook come from?

Mr. Walls stated that is what I am saying; we need to figure that out.

Mr. Farnsworth stated it will come from her or someone like her.

Mr. Moyer stated the playbook was the proposal. She wants to do floating mats and hand removal of aquatics. I think that was the playbook.

Mr. Walls stated it was going to be ongoing.

Mr. Berube stated she was going to manage the contract.

Ms. Kassel stated no, she was going to oversee how the progress of the ponds was going with them.

Mr. LeMenager stated the three of you should meet and put something together. I think you will get the votes.

Mr. van der Snel stated the proposal was to oversee 25 hours per month.

Mr. Berube stated that would be a little extreme, I would think. This has changed since last month and the month before. Now we know where we are going. Put it together, and let us discuss it again next month.

Mr. Farnsworth stated I am looking for irrigation maps.

Mr. van der Snel stated I talked with Insight Irrigation. He is a very busy man. He is doing neighborhood H-2 now, so I am in close contact with him. It took me about two-and-a-half months to get him to do that. I did not want anything in his way to get that finished, which is almost done. Then I will put the fire under his feet for those maps.

Mr. Farnsworth stated the availability of those maps would help me as to where all the sections are that are identified. The rest of you probably have it memorized, but I need to look at a map to see where they are.

Mr. Berube stated Google maps is available.

Mr. van der Snel stated right now, I can only go in as an admin. I do not want anyone to go in the admin account. It used to be accessible to the public, but it is not anymore. I think someone changed the password or something.

Mr. Berube stated we do not want public access to that anyway.

Mr. Farnsworth stated there is nothing wrong with it being open as long as they cannot modify it.

Mr. Berube stated that is the problem. The way it is set up, you can.

Mr. Farnsworth stated it was available before, but the instructions to view those maps do not work. The only way you can do it is if he gave me an admin password, which I do not want that kind of access. I want normal, public access. I do not want to be able to make changes. Did we have any problem with the Life Church of Central Florida regarding their trunk or treat event?

Mr. van der Snel stated it went fabulously. There was a little communication hiccup the Friday before. They were already setting up with lights.

Ms. Kassel stated they had no parking around the whole square.

Mr. van der Snel stated that would be an issue if no other parking spaces were available. They offered to take it away. Because trunk or treat was around that spot, they really needed to have that access.

Ms. Kassel asked at 8:00 a.m. on Saturday when they are not going to be there until 6:00 p.m.?

Mr. van der Snel stated that changed. He offered to take it away, but I told him to leave it since it was already there. However, the next time it needs to change and we will have a different form of reservation for that spot. Usually around that area, hardly anyone parks except for visitors to Champions Grill, but they have other parking areas. The main issue was the preparation they did Friday night. I still had the irrigation on Friday night, so I am glad I saw it so I could turn it off. Otherwise, all their equipment would have gotten wet. That was tackled. The Saturday itself went really well. I did not hear of any issues. It was visited very well. Cleanup was very good. The trash cans were still very full, and they could not do a good cleanup because it was dark, but the next morning at 7:30, people from the church came in pickups who were ready to clean the square. We had already done it because I did not want to wait with those trash cans.

Mr. Farnsworth stated that is my whole point. We had no issue with this organization.

Mr. van der Snel stated no.

Mr. Farnsworth stated I am, therefore, proposing that we waive their fee for the Christmas Eve service.

Mr. Walls stated having no issue is different from taking up space from all the residents and other groups. That is the whole point. Our staff had to spend a lot of time preparing and other activities related to the event. All the residents paid for that.

Mr. Farnsworth stated if that is your rationale, that is fine. That is not my rationale, so I would still propose we waive their fees.

Mr. Walls stated I am just talking about financial fairness. I think it is great that it went well.

Mr. Farnsworth stated there are many other organizations for which we have waived fees.

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| <p>On MOTION by Mr. Farnsworth, seconded by Mr. LeMenager, with Mr. Farnsworth and Mr. LeMenager in favor and Ms. Kassel, Mr. Berube, and Mr. Walls against, motion was denied to waive fees for the Christmas Eve event from Life Church of Central Florida.</p> |
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NINTH ORDER OF BUSINESS

Adjournment

The Board would like to wish everyone a happy Thanksgiving.

The next meeting is scheduled for Thursday, December 17, 2015, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, the meeting was adjourned at 7:50 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman