

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 17, 2015, at 6:00 p.m. at Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
JD Holt ( <i>via telephone</i> )	Attorney: Young, vanAssenderp & Qualls, P.A.
Gerhard van der Snel	District Staff
Brock Nicholas	Lennar
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 November 19, 2015, Meeting

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

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the November 19, 2015, meeting.
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### FOURTH ORDER OF BUSINESS

### Discussion of Prepaid CDD Assessments

Mr. Nicholas stated I was asked to make a formal request to say hello and present what we think is a simple idea that I have distributed to everyone.

Mr. Berube stated I see what it says. What is the point?

Mr. LeMenager responded I never heard of a builder wanting to prepay.

Mr. Nicholas stated we had some unsold homes here. In a number of our communities, if I have a targeted unsold home, as an added incentive, we might prepay a couple of years of HOA fees onto an account. Before our buyers even selected that home or that lot, it is highlighted amid the other lots that they have to choose from. We made that decision here on a couple of homes, and our year end just finished in November. We valued the annual assessments and mailed checks to Severn Trent Services, and they were sent back. They were sent back with a reasoning that they do not do that and they do not know what to do with those. So I spoke with the manager and told him my request. I think this is very straightforward in communities where the HOA captures all of the assessments for home owners, but because your accounting group takes all of those assessments and packages them up and sends them to the tax collector, maybe they are not used to an added step of identifying which lots may have a prepaid balance or a couple of years of loaded money on the account. We talked about it and it seemed straightforward. Mr. Moyer recommended that I come here with a request to get in front of the Board and ask your approval for you to give direction to the manager that if one of your residents partially prepays on their lot, they would hold that account ledger and either not send that particular lot balance to the tax collector or let that bleed out over how much is on it in a prepaid sense. If you change the budget next year, if it went up or went down, it would not matter. It is just dollars sitting in an account assigned to that particular lot. That would bleed off as the monies were then levied each year, and then they would go back to being assessed either some portion or when that balance was depleted.

Mr. Farnsworth asked is this another line item that would show up in your financials?

Mr. Moyer responded it would. It is a prepaid.

Mr. Berube asked how many lots are we talking about?

Mr. Nicholas responded in this case, it was only a handful, but I do not have any long term goal here.

Mr. Berube stated I understand. How many do we need to keep track of?

Mr. Nicholas responded I think there were two in Harmony. I may have taken a couple in every community we have.

Mr. Berube asked how many years are you prepaying?

Mr. Nicholas responded this particular request was for two years. In fact, in this particular instance, we had buyers get excited about the idea. They selected those homes over the others because of that disclosure that we made to them, and we have every intention of fulfilling our promise, not knowing that the CDD would kick it back. I actually have two happy residents I need to satisfy about this. I thought it was not a bad policy to have people wanting to pay in advance. It is just a little staff management to keep track of the dollars.

Mr. Berube asked is there a reason we cannot do this?

Mr. Moyer responded no. I think we can do it. I might have been sensitive for the last year or so about this Board having knowledge of not having Severn Trent making side deals. That generally gets us in trouble. I think the only concern that I would have is if Mr. Nicholas makes the prepayments for two or three years, during that three-year period of time, if somebody else moves into the house, then at the end of three years, that assessment will increase, and you are going to have an angry resident because his assessments are going up. It would have to be disclosed.

Mr. Berube stated someone could get mad because the budget is likely to rise every year, so his payment may be a little short for each of those years.

Mr. Moyer stated yes.

Mr. Nicholas stated we do this for the HOA in the same way. We disclose an amount of money at a certain point in time, so if that happens to be the equivalent of two years, that unfolds however it unfolds. If the budget goes up by \$15, then \$15 is short and that is what ends up on the bill.

Mr. Berube stated as long as your buyers know that, I do not see a problem.

Mr. Nicholas stated that is quite difficult.

Mr. Walls asked if someone were to buy the house right now, would they get a disclosure that there is a CDD and the CDD would send them something saying that they are paid up for that particular year?

Mr. Moyer responded they do get a disclosure similar to that.

Mr. Walls stated I am assuming if we did this, we would set up escrow accounts for those particular properties and not utilize that money until we actually assess it. Let us say that a new buyer comes in, and the first year they are paid up. The second year that

money is depleted and they have to pay. Is there some way to notify them that they have a positive balance right now but it may be depleted next year? Can we add to that letter?

Mr. Moyer responded the best way to do that, I think, would be to record something in the public record against the lot that says you have a prepayment against this lot of x amount of dollars, which we anticipate will be good for 24 months, and in fiscal year 2018, your assessment is expected to be an amount approximately y dollars. We can put language in there so they at least know that it is going to go up at the end of the two-year period.

Mr. LeMenager stated the difficulty is, if it is two years from any point in time, then you are really talking about, at the end of the period, having to somehow prorate one single account or two single accounts.

Mr. Nicholas stated that is correct.

Mr. LeMenager stated I do not favor that. I am sorry. Why should we take on that accounting expense?

Mr. Walls responded you kind of do that already for the people who prepaid their debt.

Mr. Moyer stated that is correct.

Mr. Walls stated you have to know which properties have done that, and you have to adjust the billing accordingly.

Mr. Berube asked are you doing the entire CDD fee and not just the debt or the O&M?

Mr. Nicholas responded the annual total assessment.

Mr. Berube stated it is a little bit more of a step on two homes that would go into the same group from those that had prepaid. It seems like a minimal amount of record keeping.

Mr. Farnsworth asked does Mr. Moyer concur with that?

Mr. Moyer responded I think we can do it, but I am concerned that there has to be something that a future purchaser can pick up in the public record that will let him know.

Mr. Farnsworth asked do they come to you for a disclosure?

Mr. Berube responded yes. They get an estoppel letter.

Mr. Farnsworth asked would that be in the public record?

Mr. Berube responded yes.

Mr. Moyer stated we can probably do it in the estoppel letter.

Mr. Berube stated that is the easiest way to get a public disclosure. We are talking about two lots. The odds of both of those lots changing or even one of them changing in two years is probably miniscule.

Mr. Moyer stated true, but again, my concern is with the two lots.

Mr. Farnsworth stated my problem is with the existing houses that are already built somewhere else.

Mr. Nicholas stated I thought through the various traps, and I have not found a reason why it would be bad for the company and for the CDD. I have not come up with any. It is a little bit more. You did have this exercise already. You submitted a partial assessment if they paid the bond. That bond would not be picked up so any home owner would still be disclosed the full value of the assessment in full value of the CDD. They would just get a bonus in the event that they flipped it earlier than that right now. I will tell you that as a builder, there is a very large business here having a transaction from the CDD. Sometimes these are viewed as prohibitive costs to home owners compared to other communities.

Mr. Berube stated I just thought of something that may be major. These houses are already on the tax roll.

Mr. Nicholas stated yes. We already paid the first year by virtue of the transaction.

Mr. Berube stated I understand that, but next year when we do the tax rolls, we will have to manually separate them off to prevent somebody from getting a bill.

Mr. LeMenager stated that is exactly what he is saying.

Mr. Moyer stated it is a little different. The way that the prepayment of the debt portion of the assessment should be handled, pursuant to the trust indenture, is that amount would be immediately applied against that property to reduce the principal balance of the assessment for every debt on that lot. That would be reamortized over the maturity period. The assessment will go down but it would not disappear. That is the way that you should be handling it on the prepayment of an assessment. I think what Mr. Nicholas wants to do is for us to take the money, put it in an account, leave the assessment exactly where it is, but use that money to pay the debt part of the assessment, as well as the O&M part of the assessment. It is a little different.

Mr. Farnsworth asked how is that different than if it was in an escrow account? These bills were submitted normally, and they in turn, are essentially asking you to take so much out of the escrow and pay it.

Mr. LeMenager stated it is paid by the mortgage company and not the home owner. It is in your mortgage escrow account.

Mr. Farnsworth stated okay, so you are essentially lowering the mortgage payment for this period of time rather than the tax bill that comes separately.

Mr. Berube stated yes.

Mr. LeMenager stated you are going to be lowering the mortgage payment.

Mr. Berube stated if somebody has a mortgage, that is a little bit of a problem.

Mr. LeMenager stated in year three, they are going to have a heart attack.

Mr. Nicholas stated the full amount will be disclosed.

Mr. Farnsworth asked what about if they bought the house outright?

Mr. Berube responded I do not pay mine in my mortgage. I can tell you how that works. I just write a check. You already thought this through. Can the county handle this with the houses being on the tax bill?

Mr. Moyer responded I am concerned about how many of these we have to handle. Yes, the county can handle a couple. I am not trying to give you a tough time, Mr. Nicholas, because we will do whatever we need to do to help you.

Mr. Berube stated why not just give him the money.

Mr. Nicholas stated there are certain real estate rules. We did not do it for that reason. If I wanted to give them a better discount on the home, I would just give them cash back when they bought it. We are providing value that comes with the specific lot that they purchased for that specific home for that specific moment in time. I have to be sensitive if there are lenders on these homes and they finance something that I am cashing them back for. That is not a great way to do business. If we prepay the HOA, we prepay the HOA in advance. There is no buyer on it yet. If the buyer comes in and sees that there are two years of HOA fees paid while the house next to it does not, it looks like the home to buy. Then they select that home, and the county is done. The mechanism for assessments here in this community is not the HOA. We did this with the HOA and, of course, they accepted our check and there was no problem.

Mr. Berube stated I do not have any problem with it, taking Mr. Moyer's assessment that Severn Trent can handle the accounting for two lots times two years without creating some sort of an uproar.

Mr. Farnsworth asked what is the likelihood of additional ones coming into this category and how many?

Mr. Nicholas responded I am earnings driven. If there is a chance that at the end of a fiscal quarter, I have a home that is left and I need to move it, that would be a situation where we are out in front of dozens and dozens of homes. This is a small likelihood. It could happen again. Now that we know that it takes an evening and an hour to do it, it is not likely to occur a whole lot in this community. This is something that we do elsewhere.

Mr. Farnsworth asked do other CDDs handle this?

Mr. Nicholas responded yes. The trick for us is that we do not do it after an incentive, once we know the buyer's name and they selected the home. It is done as an added incentive and added value.

Ms. Kassel asked Mr. Moyer, as a manager, do you do this for other CDDs?

Mr. Moyer responded no, Severn Trent has various departments. The assessment department is not a part of the accounting department. They are totally separate operations. The accounting department receives the money and would account for it, as we discussed here, as a prepayment, as a prepaid liability. Then the assessment department has to be brought into that. The assessments become due after the taxes and assessments are levied by the property appraiser. Then the accounting department needs to make that transfer out of the prepaid into the revenue account. It can all be done, but somebody has to watch that.

Mr. Berube stated because of the size of Severn Trent, it becomes a complicated matter. We have been here enough times with Severn Trent. We get it.

Mr. LeMenager stated it is amazing. We have before us a request from the developer to make up new rules in terms of assessment methodologies, and we are told that this is par for the course and it has worked in the past. Here we have a person who acts as a developer who basically says when we are in control, we just tell them what to do. My concern is still the memorandum that we received from our lawyer that said if you are going to change the methodology, you need to make sure that there is a basis on which

you do it. He did send us an 11-page memo that included spelling out the collection process. I do not know if this fits within the collection process. For two of them, my attitude is to go ahead and do it. It is not that big of a deal, but it is not hard to imagine this coming back in a couple of years when someone receives a bill and says that Lennar said that they prepaid this. Given our history with Severn Trent, that is pretty easy to imagine, actually.

Mr. Berube stated we can debate it all night. I think we all have slight reservations for it. The issue is on the table before us. Our manager is saying that they can manage it. Mr. Farnsworth, yea or nay?

Mr. Farnsworth responded yea.

Mr. Walls stated I sense some hesitation. To me, it is a straightforward proposal. I get it and understand why you want to do it. In my line of work, I understand how difficult it can be to track something that is \$2,000 when you are talking about a several million dollar budget. It is just not on your radar. I understand where you are going, but because of the hesitation I am sensing over here, I am not comfortable. My concern is not a person that comes back later and says they did not have a bill for two years and now they are getting billed because the assessment ran out. My concern is that we forget to apply the balance that is there or we do not apply it when we should. Just because of that, I do not think that I am going to change how we are doing things now.

Mr. Berube stated Mr. LeMenager, I sense you are saying no.

Mr. LeMenager stated pragmatically for two of them, I am in favor. I am sure that our accountants can figure it out.

Mr. Moyer stated for two of them, Mr. LeMenager, I will personally mark that and note it. When all of this happens, I will make sure that whatever needs to be done, gets done, but I cannot do it for hundreds, obviously.

Mr. LeMenager stated I do not have a problem doing it for these two, but we really need to think through if we want to do this as a general rule.

Mr. Berube asked Ms. Kassel?

Ms. Kassel responded I have the same concerns as Mr. Walls, Mr. Moyer, and Mr. LeMenager. For two, it is not an issue, but if this is something that is going to be a regular thing where you come to us every few months and ask for two more and two more, if that is a possibility, then I am leaning towards no. If it is just going to be these



two, I really do not have a problem with it. Mr. Moyer does not have a problem with it. The blowback will be on Severn Trent. It will not really be so much on the CDD.

Mr. Nicholas stated I think the first call likely comes to me, not you, and then our group would engage and figure out how to track it down.

Mr. Berube stated we figured out that when it comes to finances, people hammer on the CDD very rigorously and quickly, and we are going through that with this balancing proposal that is out there. That is why we are all hesitant on this.

On MOTION by Mr. Berube, seconded by Ms. Kassel, with all in favor, unanimous approval was given to approve the request of Lennar Homes to prepay two years of CDD fees for two lots.
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Mr. Berube stated send us your check.

Mr. Nicholas stated thank you very much.

Mr. Berube stated good luck, Mr. Moyer because I know where this is going to end up. We are going to have some conversations in 23 months, and we are going to ask what we discussed that night.

## **FIFTH ORDER OF BUSINESS**

### **Subcontractor Reports**

#### **A. Aquatic Weed Control**

Mr. Berube stated I do not remember seeing a Bio-Tech report this month.

Mr. Farnsworth stated there is a proposal.

Ms. Kassel stated we are paying them. Where is the report?

Mr. Farnsworth responded I am not disagreeing with you.

Mr. LeMenager stated they may not realize that the meeting is a week early.

#### **i. Consideration of Proposal to Maintain Healthy Ponds**

Ms. Kassel stated I move to approve the proposal from Ms. Jennifer Dwyer to maintain healthy ponds in the CDD in an amount not to exceed \$100 per month.

Mr. Berube stated we should explain this.

Ms. Kassel stated we have the proposal, but we can talk about it.

Mr. Berube stated Mr. van der Snel had a meeting with Ms. Dwyer and Ms. Kassel a couple of weeks ago to discuss the proposal. I kind of like it. I think you settled on maybe potentially using her for a maximum of four hours per month consultation as needed.

Mr. van der Snel stated for a duration of six months. That equates to \$100 per month.

Mr. Farnsworth asked why not a year?

Ms. Kassel responded we can extend it if we want to.

Mr. Farnsworth stated I would anticipate a year and then review it after a year and decide to extend it.

Ms. Kassel stated I am good with that.

Mr. Walls asked is the idea for six months for her to get her feet wet and see where you are at then?

Mr. van der Snel responded the goal is to get the team self supportive so they can manage the ponds themselves. This is new for us. Let us contract with them for six months and see how it goes. Pretty much everyone knows which route we are going to go. I do not see the need for a year. I would rather have the leeway to contract for six months now to see how far we are.

Mr. Walls stated I would imagine once you figure out what you are looking for and what you are going to do out there, then it is just repetitive after that.

Ms. Kassel stated it may be. We are talking about a natural environment.

Mr. Berube stated our fixed exposure is \$600, which is fairly inexpensive, but it may go over that if they need more. I did not like the initial proposal, but I like a lot of Ms. Dwyer's ideas. I think it got revised to meet the needs of what we have going on here for at least the next six months. I kind of like it.

Mr. van der Snel stated agreed.

Mr. Farnsworth asked what are we approving? Six months, nine months, or a year?

Mr. Berube responded we are approving up to four hours a month at \$25 per hour for six months maximum.

Mr. Farnsworth stated the contract did not say six months.

Ms. Kassel stated no, we are saying six months.

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

Ms. Kassel stated this is not a contract. We are approving consultation services at a maximum of \$100 per month for six months.

Mr. Walls stated you said it is not a contract. What are the termination provisions?

Mr. Berube responded it is wide open.

Ms. Kassel stated she is not asking for a contract.

Mr. Walls stated I am sure that we will be perfectly happy with Ms. Dwyer.

Mr. Berube stated we will have Mr. Qualls apply our standard CDD language. We will need some information from Ms. Dwyer, such as a W-9 and a certificate of insurance since she is going to be on the property.

Mr. Walls stated I think all of that needs to be worked out in an agreement.

Mr. Berube stated Mr. Qualls will go over that. In theory, we are going to approve six month's worth of work times \$100 per month at the outside.

Mr. Farnsworth stated I have no problem with six months. In fact, I am willing to go nine months or a year.

Mr. Berube stated we will start with six months.

Ms. Kassel stated with the possibility for a six-month extension.

<p>On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the proposal from Ms. Jennifer Dwyer to consult on maintaining healthy ponds in an amount not to exceed \$100 per month.</p>
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Mr. Berube stated Mr. Qualls has his direction. We will reduce it to our standard contract.

Mr. Qualls stated yes. Beginning in February?

Mr. Berube responded no, beginning January 1.

Mr. van der Snel stated it begins in February 1. They will be certified by then.

## **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.

Ms. Kassel stated on Blazing Star, the firecracker plants were being placed at 1:00 p.m. The sport field has been graded and is ready for sod. There is no sunshine mimosa yet. They are really in the middle but not close to being done.

Mr. Walls asked will they seed it on time?

Mr. Berube responded no. They will roll Bermuda. Some plants have not arrived yet. They put about 100 bags of mulch on the playground today. I was over there this afternoon, and Mr. Jeffrey Borieo has been working on the irrigation upgrades and broken pipes. It is coming along pretty well. They are telling me that it is going to be done on the 23<sup>rd</sup>. We will see.

Mr. Farnsworth asked how much time does it take for the grass to actually take?

Mr. Berube responded it is going to be sod.

Mr. Farnsworth stated so it is just a matter of initially watering it.

Mr. van der Snel stated yes.

Mr. Berube stated it will be roped off for a couple of weeks until it takes.

Mr. van der Snel stated that is a good time to put in sod.

Mr. Berube stated overall, that project is going along fairly well, and there is nothing else to report. The rest of Davey's items are routine. There were manpower concerns. You might have seen a note somewhere. Davey uses Scotts for their fertilization and pest control process nationwide. We are going to or will have Scotts here already. I am not sure where we are in that process.

Mr. van der Snel stated it is already done. They were scheduled for the dollarweed and the weed control, but they could not do it because of the pressure that was on the east/west entrance. He has a lot on his plate. He took the initiative to get Scotts in there.

Mr. Berube stated when you are putting these chemicals down, they do not have the local guy so they have to borrow their help from the Celebration office or down in Orlando. Everybody is busy at this time of the year with the year-end items. Mr. van der Snel told me that it was going to happen and they used Scotts. As long as the job gets done, I do not care. That may continue to happen. We will see.

Mr. van der Snel stated they have good results.

Mr. Berube stated we also loaded them up with the mulching, tree cutting, the park, and finishing all of the small projects that are happening. At least they were out here. Instead of eliminating or delaying items, they recognized that there was an issue and moved on it. That is what is going on with Davey.

## **SIXTH ORDER OF BUSINESS**

### **Developer's Report**

Mr. Berube stated the developer has caused our attorney to expend \$4,875.92 in legal fees relating to the blending proposal. I knew it was high, but I did not know it was that much. A quick look showed \$3,500. I asked their office to pull together an abstract, and \$4,875.92 is how much money was expended. Mr. Moyer's office received that abstract the other day. I asked him to convert that to an invoice and deliver it to Harmony Development Company as soon as possible. I fully expect that we are going to recover all of those funds.

Mr. LeMenager stated along that line, I received the following document from Richmond American. This document looks like it comes from the Harmony CDD. It contains erroneous information under the label assessment and fee schedule for fiscal year October 1, 2015, to September 30, 2016. I do not want to use the word “fraud” but this is what they are telling people. I would like to ask our lawyer to send the developer and builders a letter that says they need to stop with this document and stop telling people these are the numbers when they are not. I have supplied this document to Mr. Qualls and Mr. Moyer already.

Mr. Berube stated this is the source of all the heartburn.

Mr. LeMenager stated that is where it all came from.

Mr. Berube stated they are telling people that these are their CDD fees, and they are not.

Mr. LeMenager stated this is not what is on our website.

Mr. Berube stated what happened is, the developer took that blending proposal and blended it all and came up with those numbers.

Mr. Farnsworth stated they assumed that it was going to happen.

Mr. LeMenager stated that is correct.

Mr. Berube stated they still assume that is going to happen. That is why I sent them the bill from the lawyers because they continually engaged our lawyer after we told them last month that we are going to stop. If they want to play this game, they are going to pay.

Mr. Walls stated I guess a more somewhat basic question is why they have that access to go straight to our lawyers and our staff.

Mr. LeMenager stated they did not. In Mr. Moyer’s defense, I had put this question to Mr. Moyer already. He has given me the email listings. The request went to Mr. Moyer and Mr. Qualls, and they forwarded it. They did not have any access to Severn Trent. They followed proper procedure and went to our manager; our manager sent the request to them. Our manager also made it clear to them that this was still a draft, subject to approval by the Board.

Mr. Berube asked why are they able to spend legal money?

Mr. Walls responded that is why I am saying. Before we go down that road, I understand that you need to do some preparation work and research to bring it to the

Board and figure out what we are going to do. Before you go down that road and do a bunch of work looking into the issue, why not just bring it here first and ask the Board if we want them to work on this or not .

Mr. Moyer stated we do not charge for any of that. These are our constituents. We would do this for anybody. That is part of the job we do for the Board. We can go back and look at the minutes to see if the Board did, in fact, ask Mr. Qualls to look at whether or not it was appropriate to blend those assessments.

Mr. Walls stated I remember that. I see on Mr. Qualls's invoice a number of calls and emails with the developer. If I am a citizen with a county or city, I am generally not calling up the city attorney and giving him some billable hours. That is what I am talking about. If we are going to do this kind of work, they should come here and ask us if we want to engage in this.

Mr. Berube stated that is exactly why I decided to send them that invoice. If they are going to call our lawyer, they are going to pay for that lawyer. If Mr. Bob Glantz, Mr. Bill Kouwenhoven, or Mr. David Evans their corporate attorney calls them, Mr. Qualls is a nice guy and is not going to say no, but it ends up on our bill and that is not right. If they want to engage our lawyer, that is fine, but they are going to pay. I suspect that a \$5,000 bill is going to get their attention.

Mr. LeMenager asked was it in this month's invoice approval?

Mr. Berube responded no. We just received it on Monday. I looked at Mr. Qualls's invoices this month and saw that it kept increasing, so I went back four months and it was for the same thing over and over again. It is just going to continue. If they want to have this battle, here we go. It is not a battle. Do not misunderstand.

Mr. Walls stated we did ask Mr. Qualls to look at the assessment and the process, but for the developer to call him and keep on pressing the issue, I would rather to tell them to come here and we will tell them yes or no. We will either tell Mr. Qualls to do the work or not do the work.

Mr. Farnsworth stated that would be the best way to handle it. If a call comes in, he should deliberately defer them to us.

Mr. Walls stated I think last month, we made it clear that we are not moving forward with that particular proposal.

Mr. Berube stated the future billing should end because Mr. Qualls and I had a specific conversation as to what needs to happen before this Board will consider anything. They have to prove to us that there is some legal way of doing what they want to do that meets Mr. Qualls's test. What that resulted in was their lawyer calling Mr. Qualls and their lawyer trying to convince him that what they want to do is legal. Mr. Qualls made that phone call free off the books because we already told him to stop. To the point of where we told him to stop, it has been \$5,000. It is not our fault. They brought it to us. We did not ask for any of this to be satisfied and done. That is where we are at. I think it is going to stop now.

Mr. Moyer stated I think it will be before the Board.

Mr. Berube stated I know.

Mr. Moyer stated it appears that the basis that they will approach the Board on again deals with the fact that our assessment methodology makes it very clear that we are levying assessments on assessable property, which means that the assessable property gets a benefit from what the District is doing. They are saying that a pond is not an assessable property and that the acreage needs to be adjusted to reflect that. There is probably some basis for that approach. It is clearly a methodology. That is what we are supposed to be doing.

Mr. LeMenager stated I would remind you that I have asked for a copy of these maps to detail exactly what we are talking about. I made that request five weeks ago. I am still waiting. I can only say from my perspective that until I see all of these maps, so we can truly understand what the problem is, my vote is no. When I asked our engineer last month, he said it was too short a notice. Sorry, that was five weeks ago.

Mr. Walls stated he is working for the developer, too.

Mr. Berube stated therein lies the problem. Mr. Qualls and I had this discussion. When you look at the assessment methodology, it has to be certified by the engineer. He is working for us and working for the developer. Here is one of those conflicts that we get into with this because when you read how all of that works, it calls out the engineer as verifying the acreage and what goes in to it. There is a big conflict. I do not know how that is going to play out.

Mr. Walls stated that is a major conflict.

Mr. Berube stated the bottom line is that I asked him to shift it all over to them, let them do all of the ground work to prove their case, and do not come back until it meets the criteria in the 11-page memorandum that you received the other day.

Mr. Walls stated this became a legal issue, and we have to rely on our engineer to sign off on those documents. He is also their engineer. How does that work?

Mr. Berube responded there is a conflict.

Mr. Walls stated we are putting ourselves in a difficult situation by having that relationship.

Mr. Berube stated the reality is, to meet the criteria in the memo that Mr. Qualls sent, it is probably going to be a tough mountain to climb to get over these hurdles. The pond is the big thing but we will see. That is where it is at. I just wanted you to know that I do not think that it is right for the residents to pay all of the legal costs that are going on behind the scenes for something that we did not bring up or caused.

Mr. LeMenager stated as I stated last month, this is a problem of the developer's own making. This problem exists because the developer decided to throw away all of the previous plans and do something that they could sell quickly, so they could sell this place and do whatever they are going to do next. We did not make them do this. We did not make them build 150 fewer properties than the original plans called for. It is their problem.

Mr. Berube stated that is correct.

Mr. Walls stated I think we need to discuss the situation with our engineer before looking for a new one.

Mr. Berube stated yes. Mr. Qualls is going to have that conversation with the engineer. I noticed that the other day.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Engineer**

##### **i. Consideration of Estimate for Sidewalk Installation**

Ms. Kassel stated I thought Mr. Steve Boyd was going to be here, and I was going to ask him why the sidewalk cost doubled what he said it was going to be.

Mr. Berube stated I had that conversation with him today. Without coming out and saying it, he thinks that Jr. Davis does not want this job. It is just under \$8.00 per square foot. This sidewalk is 1,605 square feet. If you notice, there is a note at the bottom



where they want to add \$3,000 if the work cannot be perform during the Harmony F import operations. That would take the total to \$35,342, which is nuts. To address that, we have already received one call from M & W Concrete. He was under Mr. Boyd's number. However, M & W Concrete is not the contractor to go through the engineering and permitting process with the county. They are a sidewalk patch-up contractor. In response to this, we asked Juan and Justin, two contractors we have done business with that have gotten us through the permitting process in the past to look at this and quote it. I think Justin came and picked up the plans.

Mr. van der Snel stated he is coming tomorrow.

Mr. Berube stated Juan will be back in town tomorrow to pick up the plans so we can get this done at the budgeted number or hopefully below. The proposal from Jr. Davis is too much. They are so busy that they just do not want this small job. It is fairly clear.

Mr. LeMenager stated find somebody who does want it.

Mr. Berube stated I think our two resident contractors have worked very well with us in the past, and I am sure that either one of those will be more satisfactory.

Mr. LeMenager asked do we need to get a building permit to put in a sidewalk?

Mr. Berube responded yes. We need to have an engineering drawing and a permit and go through the county. It also has to be inspected.

Mr. LeMenager asked to do a sidewalk?

Mr. Berube responded yes. We needed a multi-thousand-dollar permit to put a shade structure up that was donated at the Ashley Park pool. It was a free shade structure, but not by the looks of it.

Mr. LeMenager stated I am floored.

## **B. Attorney**

Mr. Holt stated last month, the Board approved the two contracts from Davey Tree: one for Blazing Star and one for the modification of the landscape maintenance. I have executed copies. With your signature, I will take those and send those parties the final executed copy.

## **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 we had some problems with vandalism. It is turning out to be a normal thing. As you will read in my report, someone moved tables at the pavilion and put it in front of the restroom at Lakeshore Park. Those tables are 800 pounds. You need two people to lift them. We bolted them down into the concrete. It is ridiculous that we have to do that. I looked under the picnic tables. There were burn marks. They were trying to light them on fire. There are knife marks on the Ashley Park furniture. They tried to burn it, too. That is what is trending right now.

Mr. Berube stated there are a small group of kids.

Ms. Kassel asked Mr. Moyer, is this happening in other communities that you manage?

Mr. Moyer responded from time to time, that does happen.

Ms. Kassel stated it seems to be happening consistently.

Mr. Berube stated yes. There is a roaming gang at night.

Mr. Farnsworth asked do we think these are residents or non-residents?

Mr. Berube responded resident kids.

Mr. Walls stated it is a mix of residents and outsiders.

Mr. van der Snel stated we contacted the sheriff.

Ms. Kassel asked how much are we paying on average per month to deal with vandalism? Is it worth it to hire an off-duty cop a few nights a week, particularly Friday and Saturday nights?

Mr. Berube responded no.

Mr. van der Snel stated I heard \$2,000 per month.

Mr. Berube stated it depends on how many police officers.

Mr. van der Snel stated it is not worth it. It is just aggravation of kids destroying stuff.

Mr. Berube stated it is probably not more than \$500 in costs, so far.

Mr. van der Snel stated most of it we fix in-house, but it is annoying. They hit the top of a trash can and put a dent in it.

Mr. Farnsworth asked what happens if they climb on the fence at the dog park?

Mr. van der Snel responded it is six feet high. To have an accident on that is really rare. You really have to smash it in. That is why I posted it on Facebook. It is vandalism.

Mr. Berube stated Mr. Farnsworth, there is a clear plastic globular circle that kids look through and it magnifies things. That is now broken. It could have been accidental, but someone would have had to fall onto it. Someone probably took a board and busted it.

Mr. van der Snel stated it is all play area certified.

Mr. Farnsworth stated it was taped up for awhile. Has it been corrected?

Mr. van der Snel responded I put a wooden board on it. Apart from that, it will cost \$500 to \$600 to replace.

Mr. Berube stated it was a fall hazard with having it there so we removed it.

Mr. van der Snel stated that is why we closed it and I put a board on it so kids cannot fall through.

Mr. Farnsworth asked can kids get in that section?

Mr. Berube stated you can get in.

Ms. Kassel stated it is a frame, and the frame has a plastic globe. The globe got cut so they removed the globe and put a piece of wood in there.

Mr. Berube stated so somebody cannot fall through the opening. It would be a cut hazard because it is shattered Plexiglas so we removed it. If you left the framework open, a kid could fall through it. That is why we put a piece of plywood there.

Ms. Kassel stated on Saturday or Sunday, I happened to be passing by the dog park. Mr. Bill Fife was there with his daughter. His daughter got up on the apparatus and said it is broken, and Mr. Fife said to go tell Ms. Kassel so she can do something about it. I called Mr. van der Snel and he was there within 20 minutes. I want to commend Mr. van der Snel for his quick response.

Mr. Berube stated that is why we have him around here. It is nice having resident guys because you can usually get somebody there for things that go wrong.

Mr. van der Snel stated on the pond maintenance, we put an outboard motor on our boat. We are trying to get it running and are going to do a test run next week. I put lettering on the boats. All of the vehicles have lettering now with vinyl stickers on the front saying Harmony CDD Field Services.

Mr. Berube asked did everyone get a good look at the truck?

Mr. Farnsworth responded yes.

Mr. van der Snel stated it is ready to go.

Mr. Berube stated very good. Not many other CDDs have field services staff like this with boats and trucks. We have to be fairly unique.

Mr. Moyer stated you are. Celebration has its own field management staff, but for the most part, all of that is contracted.

Mr. LeMenager stated we are small compared to Celebration.

**ii. Facebook Report**

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

**iii. 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.

**EIGHTH ORDER OF BUSINESS**

**District Manager's Report**

**A. November 30, 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 you have financial statements through November 30, 2015. There is not much to highlight. We are starting to get some monies from the tax collector, which we expect. We are in exactly the same place we were a year ago, and there is nothing unusual about that. On your fund balance, I noticed that I did not tell staff to make the reserve for sidewalks and alleys, which we discussed last month, but they will pick that up today, and that will be corrected in your next set of financials.

Mr. van der Snel asked will there be a line item for pond maintenance?

Mr. Moyer responded no. That is already in your operating budget.

Mr. van der Snel stated okay.

Mr. Walls asked is that Bio-Tech?

Mr. Moyer responded yes.

Mr. Berube stated Bio-Tech will drop off, and one huge charge for pond maintenance will go in there.

Mr. Moyer stated the letter has been sent to Bio-Tech, and we have terminated their contract.

Mr. Farnsworth stated that may be the reason we did not receive a report this month.

Ms. Kassel stated the letter was sent on December 12.

**B. Invoice Approval #188, Check Register, and Debit Invoices**

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

Mr. Berube stated we had an early meeting, and they are typically right on the deadline anyway. Before we go to the next item, prior to the meeting, I brought up the OUC payment to Mr. Moyer that I just noticed today. I hate to bring up something at the last minute, but we paid OUC our bi-annual money for the street lights. So far they have not reduced our monthly bill by the \$7,000 or so per month. What are we going to do about this?

Mr. Moyer responded we have been assured by the person that Mr. Qualls has been talking to from OUC that they know about it and have to do it. There are no problems. We will go back to OUC for the money and adjust the billing. What is frustrating, as Mr. Berube points out, we have been doing this about three months.

Mr. LeMenager stated but we are not paying the \$7,000.

Mr. Moyer stated no, we are not paying \$7,000.

Mr. Berube stated if we pay that bill, we are paying the \$7,000.

Mr. Moyer stated they pulled that bill. We have not been paying those.

Mr. LeMenager stated so we have not paid the \$30,000 bill at all.

Mr. Moyer stated no.

Mr. LeMenager stated okay.

Mr. Walls stated I know we talked about it a couple of months ago.

Mr. Berube stated yes, but it is in the file to be paid.

Ms. Kassel stated it is in the invoice approval.

Mr. Berube stated it has not been pulled. If you look at last month's check register, it was paid last month, too.

Mr. Moyer stated I will get verification on that, but I do not think that is the case.

Mr. Berube stated it is very frustrating. The only reason I noticed it is because I was looking through the budget. We should have \$7,000 per month piling up somewhere.

Ms. Kassel stated the OUC bill that is in the invoice approval is for \$23,482.71.

Mr. Berube asked for last month?

Ms. Kassel responded it is dated November 8, 2015.

Mr. Berube stated this bill is \$30,651. Are you looking at the check register?

Ms. Kassel responded I am looking at the invoice approval.

Mr. Farnsworth stated under utilities, it says \$23,482.71.

Mr. Berube stated that would be the balance. Maybe they did pull it.

Mr. Walls stated we talked about this a couple of months ago. They said that they were going to hold it.

Mr. Berube stated maybe they did pull it. So the \$23,482.71 is the balance of the OUC, although this bill still made it in.

Mr. Moyer stated for the first month, they did not recognize that. We withheld payment on all of the bills, and then they started sending us penalties on the bills that were not covered by the \$519,000 payment. I told the accountant, if it is not disputed, go ahead and pay those bills because I do not want to end up getting charged penalties.

Mr. Berube stated when you look at the check register, OUC is in red saying investment refund for September in the amount of \$73,074.14. In August, it says OUC refund from August 10 to September 9, 2015, investment in the amount of \$73,070.13.

Mr. Moyer stated maybe they corrected it.

Mr. Berube stated there must be a separate piece of paper. I am sorry that I did not look at this earlier.

Ms. Kassel stated there are two of those: one for September and one for August.

Mr. Berube stated it looks like somebody is catching something somewhere. Maybe it is okay.

Mr. LeMenager stated ask the accountant what that item is for. Should it be in our invoice approval package if it is in the check register?

Mr. Berube responded there it is. It is right there in red.

Mr. LeMenager stated I see it.

Mr. Berube stated there are two of them, but you cannot see it unless you look for it. This begs the question, where is that showing up in our budget because there are no line items in our budget that are \$14,000 ahead? Where are we putting that money?

Mr. Walls responded electrical bills are going to fluctuate.

Mr. Berube stated not that much.

Mr. Walls stated it will fluctuate some.

Mr. LeMenager stated it is in the budget.

Mr. Berube stated it is all fairly standard. Our thought process was that we are going to save \$7,000 a month and we are going to put that in our street lighting buy-down deal. We had two lines in there for street lighting. I could not find where it shows up.

Ms. Kassel stated it should show up on the general ledger account as lease – street light.

Mr. LeMenager stated lease – street light should be \$14,000 ahead.

Mr. Berube stated it is not. Nothing is ahead. It should be \$14,740.27 ahead. I will let Mr. Moyer work it out.

<p>On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #188, check register, and debit invoices, as presented.</p>
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Mr. LeMenager asked did we budget for the buy down?

Mr. Berube responded yes.

Mr. LeMenager stated then that would be right. If we budgeted, it would be \$14,000 lower. I think this is probably correct. We adopted the budget in August.

Mr. Berube stated that could be why it does not show up.

Mr. LeMenager stated we should go back and look at last year.

Mr. Berube stated I was just looking for \$14,000 to show up somewhere. You might be right.

Mr. Farnsworth asked Mr. Moyer, can you check if it is already in there?

Mr. Moyer responded absolutely.

Mr. Berube stated having said that, it took us most of a year on this last buyout to get this accomplished. Do we have the stomach to grab the next contract?

Mr. LeMenager responded I do not think we have the cash yet.

Mr. Berube stated no.

Mr. LeMenager stated it is a year from now.

Mr. Berube stated you have to plan. Do you want Mr. Qualls to start the process now?

Ms. Kassel responded we do not obligate ourselves to start the process. If it gets delayed, we just get a new buyout number. I think we should let Mr. Qualls go ahead and start talking to them.

Mr. Berube stated the next most advantageous contract. We should determine which one is to our best advantage.

Mr. Walls stated we should get this worked out first, and then we will talk about that one down the road.

Mr. LeMenager stated what I talked you guys into is basically prepaying it because we were going to collect all of this money this month. It is only right now that we are actually back in the cash position.

Mr. Berube stated sure. When we have the money, do we want to go for the next one and if so, we will figure out which one is the next best one to go for.

Mr. LeMenager stated my point is that we will not have the money until next fiscal year. We spent the money for this fiscal year on this one.

Mr. Berube stated we will revisit this in six months. Mr. Walls is right. We need to deal with this one before we deal with the next one. Good point.

### **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 stated there is a link at the top of our website. We need to get rid of it.

Mr. Berube stated it says robots.txt.

Mr. Farnsworth stated it actually shows up in two places.

Mr. Berube stated when Ms. Brenda Burgess works on the website, please have her edit that out.

Mr. Walls stated or we can just ignore it.

Mr. Farnsworth stated I am having trouble ignoring it.

Ms. Kassel stated it does not matter to me if it is there.

Mr. LeMenager stated do not bother publishing website statistics. That works just fine. If people want it, they can ask for it.

### **D. Consideration of Use Application for Easter Service**

Mr. Berube stated I think we have been charging this church a fee every time they use it. Is it \$250?

Mr. Moyer responded yes.

Mr. LeMenager stated every time, Mr. Farnsworth suggests we waive the fee, and you three say no. We can go through that again.



Mr. Berube stated you did not support it, Mr. LeMenager.

Mr. LeMenager stated I did.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the use application from Harmony Community Church for the Easter service, charging the fee of \$250.
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Mr. Moyer stated regarding the street lights, in the 2015 budget, the lease for street lights was \$296,000. We budgeted \$208,000 in this fiscal year. The proration that Mr. LeMenager pointed out, against a \$208,000 budget, is \$80,000. I think Mr. LeMenager is absolutely correct.

Mr. Berube stated all we need to do is to get OUC to stop their billing shenanigans and get it straight.

Mr. Walls stated it may already be worked out.

Mr. Berube stated it could be.

Mr. LeMenager stated it could be that we just do not see it.

Mr. Berube stated we do not see all of the paperwork.

Mr. Holt stated Mr. Qualls was told about a Facebook discussion, possibly about action items coming from the Board. If you are talking about the last meeting, it is okay but not if it pertains to an upcoming meeting, as that is a Sunshine Law concern.

Mr. Berube stated we understand. Mr. Qualls and I had that discussion and went over the specifics of public matters. We are careful.

Mr. LeMenager asked so you are saying that we can talk about last month's meeting but we cannot talk about anything that can be discussed in the future? Is that what I am hearing from our lawyer?

Mr. Holt responded you cannot discuss anything that comes before the Board that the Supervisors take action on prior to a meeting.

Mr. Walls stated you can tell people all day long on how you voted last time and what happened at the meeting.

Mr. Berube stated we can discuss anything that has already been publicly discussed. Anything that comes up in the future cannot be discussed.

Mr. Farnsworth stated you cannot even argue about it in public.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Kassel stated I have a couple of items. The first one is for the Board's consideration not necessarily to be voted on at this meeting. One way of increasing our revenue without increasing the burden on existing residents would be to institute a transfer tax on resales. In other words, when people buy a new house, they pay \$750 as a transfer tax. We would add that as a line item that can help fund certain items. Existing residents do not have to pay. It helps to reduce flipping.

Mr. LeMenager asked have you asked our lawyer about this?

Mr. Moyer responded we cannot call it a tax. We can call it a fee.

Mr. Walls stated but the fee has to correspond to a cost. I am sure there is because you have to do estoppel letters.

Mr. Berube stated we already charge for that.

Mr. Moyer stated you charge \$175.

Mr. LeMenager stated I think the issue is that you are thinking of HOAs because HOAs have large fees but those are fees to join the HOA.

Mr. Berube stated right.

Mr. LeMenager stated you join us by buying the property and this is the government.

Mr. Berube stated our HROA charges two fees: a transfer fee and an initiation fee. That is why the HROA is in good financial shape lately. It is because those fees are coming in. I do not know as a CDD that we can charge a fee. It is a nice idea.

Mr. Walls asked for what?

Mr. Berube responded to increase the budget.

Mr. Walls asked what cost are we going to associate with that?

Mr. Farnsworth asked what service are you charging them for?

Mr. Walls responded that is what I am asking.

Mr. Berube stated there is no service. It is just increased income.

Ms. Kassel stated I do not know. Maybe there is some additional cost to the CDD.

Mr. LeMenager stated like for new IDs.

Mr. Walls stated they pay for those.

Mr. Berube stated sometimes.

Mr. Farnsworth asked what is the justification for the charge?

Mr. Berube responded she is trying to lessen the burden on future fee increases on existing owners by charging new owners a transfer fee, simply by buying a house and coming into the CDD.

Mr. Farnsworth asked a transfer of what? Title?

Mr. Berube responded no. When they buy a house.

Mr. Walls stated the other issue is that we assess the property, not the owner. The owner pays but we assess the property.

Mr. Berube stated we do not care who the owner is.

Mr. Walls stated right. If I sell my house and someone new buys it, there is no added cost to the CDD because you continue to provide the same level of service that you provided before.

Mr. LeMenager stated Ms. Kassel is thinking of this as an HOA, and I think that is where it is probably not going to work. HOAs do it all the time. Do they have a new cost? No, of course not. HOAs do it to make money.

Mr. Berube stated because they can.

Mr. LeMenager stated the biggest one that I know of is Highland Reserve townhomes. Their fee for anyone's HOA that lapsed is \$10,000. If you buy a bank-owned property over there, cool. That is a \$10,000 fee to rejoin the HOA. That is how HOAs do it.

Mr. Berube stated because they can.

Mr. LeMenager stated I do not think we can.

Mr. Berube asked Mr. Moyer, does any CDD have a transfer fee?

Mr. Moyer responded no.

Mr. Berube stated because you cannot do that.

Mr. Walls stated I agree. I think the sentiment is on the HOA side.

Mr. Berube stated the HROA is doing it.

Mr. Walls stated I do not know what that fee is.

Mr. Berube stated the estoppel letter is \$175. The new entrance is \$250. The transfer fee is \$185. It generates a lot of money.

Mr. LeMenager stated that is the big way that HOAs make money. That is normal. To be perfectly honest, it is still cheap.

Ms. Kassel stated the next thing is that I had a conversation with Mr. Nicholas if Lennar might be interested in helping with the cost to put in a pool and a community room across from the school. At this point, because they are already so far built out in this community, it is not looking like it is a possibility. He suggested a few things, none of which looked like it was going to mean that someone else would be paying for the cost of putting in a facility. That is where things stand.

Mr. Walls stated I really do not see the need for another pool. When I go to the pool, they are not crowded.

Mr. Berube stated for nine months out of the year, that pool is a private pool. I have been going there nearly every day. I walk in and walk out and nobody shows up. Three months out of the year it is busy. I understand. Weekends are busy and crowded. I fully get it. The sad reality is, when that is going on over here, that pool over there is generally empty as well. For whatever reason, people like the big pool. If you need someone else to pay for it, great, but is the actual need there? I do not know. Is the demand there from people wanting another pool? Sure. There is no doubt about it. When this new one gets put in down the road and it is exclusive to that community, there is going to be more screaming from the folks on this side. I can see it coming. We are going to have a good idea what that pool is going to cost after they build it and we will know then. I am going to bet it is going to cost \$350,000 to \$500,000. Is that possible for this CDD? I am sure that we can do it, but do you want to give up on the street lights and get a pool or do you want to buy these street lights down and not have a pool?

Ms. Kassel responded there may be other alternatives.

Mr. Berube stated there very well may be. The time to get it done is like they did with Ashley Park. If DR Horton wanted it exclusive over there, they had to build the pool and then turn it over, and that is how it gets done.

Mr. Walls stated I agree. No one is going to give you a dime for that pool.

Mr. Berube stated because no one thought to go to the builders in advance and make it happen.

Mr. Farnsworth stated I have a couple of items. The first one is that I would like the presentation that the developer made to be available to the public so they can get to it. I thought of a few possible ways of doing that.

Mr. Berube asked what presentation are we talking about?

Mr. Farnsworth responded the one the developer made two months ago.

Mr. Berube stated they have it on their website.

Mr. Farnsworth stated I am saying that we should have it on our website. It should be part of our documentation. The presentation was made to us. Ms. Kassel attempted to do that by posting it. I am saying that it should be done more formally by this body and that is to make it available on our website. That is what I am trying to say. That presentation is supposed to belong to this body now. If it is something that belongs to us, the public should be able to get to it.

Ms. Kassel stated maybe we should have Ms. Burgess contact me for the link that I put on the Facebook page, and she can add it to the month that it was presented to the Board. Will that do it?

Mr. Farnsworth responded that is not quite the way to do it. The correct way to do it is for her to upload it the same way that she did the rest of our documents and then put a link, either in the workshop minutes or on the workshop webpage.

Mr. Berube asked has some constituent contacted you and asked for this information?

Mr. Farnsworth responded specifically, no.

Mr. Berube stated so nobody cares.

Mr. Farnsworth stated I care. If I wanted to refer to it in the future, I know that it happened. I may not be able to get my copy. If it was part of the CDD records, I can go to the webpage and pull it up any time I want or point anybody to it.

Ms. Kassel stated if Ms. Burgess contacts me, I will provide her the link to the Facebook page or the document, and then she can upload it.

Mr. Berube stated if she has the electronic version of it, she can just point and click and it is on there. Do you want it in the public records?

Ms. Kassel responded it is under District Board workshops.

Mr. Farnsworth stated I have the document. I thought everybody had it.

Ms. Kassel stated Ms. Burgess can ask Mr. Farnsworth for it.

Mr. Farnsworth stated I do not care where you get it. What I am slightly objecting to is that she should have it in the CDD records, not on Facebook.

Mr. Berube stated the link will come off of Facebook and into the CDD records.

Ms. Kassel stated it is actually a document and she will have to create a place for it.

Mr. Farnsworth stated that is the easiest way. The other way would be to modify it, but that is probably not a good idea. Secondly, a couple of items are outdated. The developer has a new site plan of the community on their website. It also appears in our documentation. All I am pointing out is that we should update our documentation because the old one does not have the details for Cherry Hill and other communities. In other words, our site plan should be updated. That is the first item. That is fairly straightforward. You just pick up their document and put it in ours. We need to engage our District engineer to update the street names map because it does not have any of H-1, H-2, or F communities. It is badly outdated. If someone wants street names, we are missing a lot of them.

Mr. Berube stated we can go to Google maps or Google Earth and put a Harmony map onto our website. All of the street names will be there.

Mr. Walls asked why are we doing this?

Ms. Kassel responded I do not know why we even need that. If people want street names, they can go to Google maps.

Mr. van der Snel stated the information center has a map.

Mr. Berube asked are you saying to take all of streets off of our website?

Ms. Kassel responded I do not see why we need it.

Mr. Berube stated take it down.

Mr. Farnsworth stated it is in our appendices.

Ms. Kassel stated what I like about this map is that it shows the individual lots.

Mr. LeMenager stated I see H-1 on Google maps.

Mr. Farnsworth stated this map was always convenient. If you want to throw it away, that is your choice.

Mr. LeMenager stated we can update it.

Mr. Farnsworth stated it is just a matter of getting the District engineer to do this.

Mr. Berube stated not if it already exists on their website.

Mr. Farnsworth stated I could not find it.

Mr. Berube stated Mr. Moyer, make a note for Ms. Burgess.

Mr. Moyer stated yes.

Mr. Farnsworth asked how many people have taken advantage and signed up with the HROA? I looked at their list of people and not many people are on that list. I am

wondering why more people have not taken advantage of it and signed up so they can get to their documents. In conjunction with that, I was going to suggest that Ms. Rose Meister and Ms. Burgess work together to get cross links because their website keeps citing the CDD but there is no link. If you go through a bunch of the HROA pages, it keeps citing the CDD but there is no link. We need to work with them.

Mr. Walls asked are we asking them to change their website? In my opinion, there could be any number of websites out there that reference the CDD. You cannot ask them to update their website. That is a website that is maintained by a private company that we have no control over.

Mr. Farnsworth responded the reason is that you are serving the District and residents. All I am saying is that there needs to be coordination between our website and theirs.

Mr. Berube stated I sit on that Board. What do you want on that website? Do you want where it references the CDD to have a link?

Mr. Farnsworth responded yes.

Mr. van der Snel stated it says CDD.org as a hyperlink.

Mr. Berube stated I understand.

Mr. Farnsworth stated it is very simple.

**TENTH ORDER OF BUSINESS**

**Adjournment**

The Board would like to wish everyone a Merry Christmas and Happy New Year.

The next meeting is scheduled for Thursday, January 28, 2016, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, the meeting was adjourned at 7:20 p.m.
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Gary L. Moyer, Secretary

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Steve Berube, Chairman