

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, April 27, 2017, 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
Bill Bokunic	Assistant Secretary
David Farnsworth ( <i>by phone</i> )	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls ( <i>by phone</i> )	Attorney: Young Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Bob Glantz	Harmony Development Company
Rick Mansfield	Davey Commercial Grounds
Ashley Roberts	Davey Commercial Grounds
Gerhard van der Snel	Harmony District Staff
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

### Roll Call

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

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

### SECOND ORDER OF BUSINESS

### Audience Comments

There being none, the next order of business followed.

### THIRD ORDER OF BUSINESS

### Approval of the Minutes of the March 30, 2017, Meeting

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

Ms. Kassel provided a correction to the minutes that will be incorporated.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the March 30, 2017, meeting, as amended.
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**FOURTH ORDER OF BUSINESS**

**Subcontractor Reports**

**A. Landscaping: Davey Tree**

**i. Monthly Highlight Report**

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

**ii. Warranty Item Replacements**

Ms. Kassel stated Ms. Roberts and I met, and we are working things out. We will have more information in another week or two.

**iii. Sod Testing**

Ms. Roberts stated we did some testing on the sod at the area in front of the dog park and east Five Oaks Drive. I sent off the samples, and I will let you know when I have the results.

Mr. Berube asked how long does that normally take?

Ms. Roberts stated it depends on how backed up they are.

Mr. Mansfield stated we will have the results within a week of them receiving the samples. The results are then emailed.

**iv. Trees**

Mr. Berube stated in rereading the minutes before the meeting, I had asked for more details regarding work on tree maintenance due to the recommendations made in prior months.

Ms. Roberts stated tree root excavation.

Ms. Kassel stated it is in the report this month.

Mr. Berube stated yes. It says you are going to handle root girdling by doing some tree root excavation. I thought there were more details, or is that the major thing you have a concern with?

Ms. Roberts stated the major thing is what I included in the report. The trees total 111 in H-1 and H-2. They have all been planted way too low. We need to excavate the roots to promote more growth and for them to survive.

Mr. Berube stated I took some of the commentary that we have seen in recent months and the landscape design to Mr. Kent Foreman. We are getting some pushback that they are planted too low and are not supported properly. I suspect Mr. Foreman will need to come to the site and meet with Davey. You are saying they are too low, and he is saying that is how they want them planted. The magnolias are very low. I am hearing the intent was to plant them low and let them fill in because it is a buffer tree along U.S. Hwy 192

to cut the noise. That is what I think is coming as far as bringing the developer to the table and handling it. I expect it will happen in the next week or two. I want to be sure we do not wait six or eight months and people say that we waited and did not do anything with the trees. I want to make sure we cover all the bases with trees because we have a lot of trees, and they are expensive to replace when they die. We do not want to replace any more trees.

Mr. Mansfield asked is that a meeting you are setting up?

Mr. Berube stated it has not happened yet. I talked with the developer today, and I thought he would be at tonight's meeting. We had that conversation in general, and I wanted to be prepared as to their side. Emails sometimes lose things in translation. He is saying they are fine, and Davey is saying they are not. We need to come together and decide.

**v. Annuals**

Mr. Berube stated there is some conjecture in the counts of annuals that are being planted. How many were planted this last time?

Ms. Roberts stated we went with one-gallon instead of four-inch annuals. If we go with four-inch annuals, they come in trays, and you get 1,600 of them. It takes about two-and-a-half of the four-inch pots to equal a one-gallon plant, so it cuts the plant count in half. It is the same cost, but it reduces the number of plants. They are bigger plants that fill in the beds.

Mr. Berube stated the contract says 1,600 plants, and there is a specific planting size and grade that is supposed to happen. I am not arguing with what you just said, but we need to be careful when we deviate from the contract. I am not complaining that the beds do not look good. I am not saying we have to stick with the contract all the time, but for the most part, we do. Apparently, there was a conversation about how many plants were installed. How many did you plant this time?

Mr. Roberts stated over 800.

Mr. Mansfield stated last time when we planted four-inch plants, we installed over 2,200, not 1,600. By getting the bigger plants, we have much better coverage than we have had previously. We will do whatever you prefer, but we have had to install up to 2,200 to make it look reasonable the past two plantings.

Ms. Kassel stated it depends on the plant material you get in. If you are getting them in four-inch pots, they can fill out in the tray. If you are getting them in flats, they are

closer together. They have a tendency to be a bit smaller because they do not have the space between pots to get bigger. What is installed looks good. The bigger advantage I can see of using them, although I understand it is not pursuant to the contract which is an issue, is that the larger plants have more developed root systems. Particularly in drought conditions, that is important for the health of the plants and their ability to withstand the weather.

Mr. Berube stated contracts are written for a reason. I think we have demonstrated a certain amount of trust on both sides. If you are going to deviate, we need to know. I am asking the Board to decide if we want it to look good and give them some leeway, or do we want to stick with what the contract says? The contract specifically says 1,600 plants, four-inch Grade A, planted 10 inches on center, and planted 10 inches from the edges. There is no doubt that the plantings look good. The end result is nice.

Mr. Walls stated as Ms. Kassel said, aesthetically, it looks good. If Davey thinks that is the way to go, I am not necessarily opposed to it.

Mr. Mansfield stated the issue with the begonias is the animals, like deer. We want more mature plants that are stronger to deter them.

Mr. Walls stated the point is, if you want to do that, just come and tell us.

Ms. Kassel stated yes.

Mr. Walls stated do it before you install them, and I think we will be fine with it. We just want it on the record so that someone does not come to us in the future and point out what the contract says versus what was planted.

Mr. Berube stated Mr. van der Snel knows what is going on, but he is the enforcement arm. I do not think he wants it on his shoulders to say it is fine to plant 840 plants no matter how good it looks. That is why we have the conversation. The end result looks good, but once you start deviating from a contract, then it becomes normal to move far away from that contract. When something goes wrong, someone will say that you deviated from the contract for a year and no one said anything.

Ms. Roberts stated I understand. If we decide to do this again, I will send an email to Mr. van der Snel and copy the Board so that everyone knows.

Mr. Walls stated as Ms. Kassel mentioned, depending on the plant material, it may not make sense to do that. It might make sense to put in 1,600 plants.

Mr. Farnsworth stated you can simply put in a change notice to the contract so that both parties are covered.

Mr. Berube stated we already modified a couple things in the contract with tree heights and a few other things. We are a work in progress. We are coming up on the contract renewal in a few months, so maybe we will add some language to address that. The bottom line is and I want to commend you that the planter beds looked better the past several months than they ever have. It is working, and I think everyone on the Board will agree with that. The plant choices are nice, and they seem to last, for the most part, until the deer get them.

**vi. Miscellaneous**

Mr. Bokunic stated I see you working hard in the field.

Mr. Berube asked are you getting the missing crew member back?

Ms. Roberts stated we actually lost two, and we are working on hiring for those positions.

Mr. Mansfield stated we have ads out as well as on our website. Four or five people have applied, and we are working through them. Unfortunately, people say they can do the work, but when it is 90 and 97 degrees, all of a sudden, it becomes an issue.

Mr. Berube stated we understand. We go through people, too.

Mr. Mansfield stated Ms. Roberts is not letting them waste our time so she will have to rehire and retrain.

Ms. Roberts stated I would like to go to four 10-hour days. We work five eight-hour days on property. If we go to four 10-hour days, if we get rained out again, we have some extra days to allow us to get the work done, or if we have to do safety training or other training programs such as CPR or first aid, we have that extra day to be out here versus forcing everything to be done on a Saturday.

Ms. Kassel stated we can try it and see how it works.

Mr. Berube asked would that be 7:00 a.m. to 5:00 p.m.?

Ms. Roberts stated yes.

Mr. Mansfield stated that is generally what we have done at Davey throughout the whole country.

Mr. Berube stated I think we have said before that we do not care when you do the work or how many people you use to do it. We are sensitive to some of these factors lately, but I think you have demonstrated over the past few months that things are

improving steadily. I do not see any problem working four 10-hour days a week. We are still getting 40 hours' worth of work. If you can manage the entire property with one person, who are we to say that does not work.

*There was consensus from the Board to allow four 10-hour work days.*

Mr. Mansfield stated I am getting ready to use a product in Celebration called Cutless Granular. It is an edgeless product you can use on your grass, and it inhibits the grass from growing as much. This is a great product that goes on shrubs and other plant material. It does an excellent job of curtailing the growth so there is not as much labor. Because you are not trimming as much, then all the flowering shrubs fill in and get a lot of growth and color. I am going to leave this with Ms. Roberts. I would like her to review this with Mr. van der Snel. She used this in Miami for one of our clients. We are going to use it in Celebration. It just makes the whole thing look better and fuller. Because it has an inhibitor, it helps all the weeds in the beds from growing. So it has multiple uses. I will see how it works in Celebration and let you know.

Mr. Berube stated you are not doing this yet but will see how it fares in Celebration.

Mr. Mansfield stated yes. The first application in Celebration is going down next week.

#### **vii. Damaged Shuffleboard Court**

Mr. van der Snel stated I sent the Board an email with information about the ping pong ball table project. We had a shuffleboard court in Lakeshore Park that was damaged. I discussed it with Mr. Mansfield, and he said he could put \$1,000 into a ping pong ball table, which I think is a great asset to Lakeshore Park. I found one online that is for outdoor use and can be bolted to the concrete. It has an aluminum net which was shown on the picture. The cost of the table is \$1,699. I wanted to get the Board's opinion on it if you will allow me to purchase it.

Ms. Kassel asked of all the things we could install there, why this table?

Mr. van der Snel stated that is what I thought of. We have a lot of teenagers, and the only thing they really have is basketball and volleyball. A ping pong ball table usually draws a lot of teenagers to play. They can bring their own paddles and balls to have access to it.

Mr. Bokunic asked this is to replace the shuffleboard court?

Mr. van der Snel stated yes.

Mr. Bokunic asked the shuffleboard court was damaged by Davey?

Mr. Berube stated yes. For those who may not remember, we had a shuffleboard court installed on that concrete pad by the basketball court. It was used by some of the 55+ residents who used to live in the community. A number of those residents disappeared, and it sat there for a while with occasional use. By a haphazard accident, one of Davey's tractors ran over it and damaged it. Davey was kind enough to provide money toward a replacement of it or something else. We looked at a ping pong ball table, which costs \$1,699, and they said they would pay \$1,000 toward it. This is a discussion for the Board to have. I do not see any reason not to get it because it is durable.

Ms. Kassel stated I am worried about vandalism.

Mr. Walls stated yes. I need more time. It sounds like a cool idea. I do not know how much it will get used, but I do not think it will be used very much. When I was a kid, I did not carry around paddles and ping pong balls. You would need to bring those with you. I want more time to think about something that could go there. I just got this email a couple days ago, and I have been mulling it over.

Mr. Berube stated to that end, we have a gear box that was used for the shuffleboard equipment, and we still have that box. It could go right back on the concrete pad and have the paddles and balls in it.

Ms. Kassel stated they will disappear.

Mr. Berube stated they may. We have to manage everything.

Mr. Bokunic stated it is another level.

Mr. Berube stated we manage boats, basketball nets, soccer nets, and others.

Ms. Kassel stated I like the innovation and the thought behind it. My only concerns are, people will not have paddles and balls, and it will be used for other things and vandalized.

Mr. van der Snel stated it is just a suggestion.

Mr. Berube stated we can table this for a month and discuss it next month.

Mr. Bokunic asked what is the value for the shuffleboard court they damaged?

A Resident stated the shuffleboard court is not on CDD property, as a point of information, just so you understand about a capital expenditure going on property you do not own.

Mr. van der Snel stated I talked with Ms. Amber Sambuca about it, and she had no problem with it.

Mr. Berube stated Mr. van der Snel looked up a shuffleboard court of similar size and quality, and it is about \$3,500 for a brand new one. What we had was not new. We had care and custody of it, and so far, we have not had to pursue people for damages to the court. At some point, that could happen, and that is the reason for getting something to replace it. If a new one is \$3,500, perhaps a used one is half, or \$1,750. That is the best idea of value you can put on it. A ping pong ball table got to that value.

Mr. Bokunic stated I am trying to understand why we should pay any money if we did not damage it.

Mr. Berube stated that is why we brought it to the Board, to get everyone's thoughts.

Mr. Farnsworth stated I am not opposed to either one. A quick comment opposing is you can decide not to go with the table but use the repair costs to put the shuffleboard court back to a usable condition.

Mr. Berube stated it is not practical to do that.

Mr. van der Snel stated it was a big unit that shredded the court.

Mr. Berube stated it is plastic panels that fit together, and three or four of them were run over by a lawn mower.

Mr. Farnsworth asked is it not concrete?

Mr. Berube stated no, it is plastic. We will table this for a month.

Mr. Mansfield stated most of those pieces are available through playground equipment vendors.

## **FIFTH ORDER OF BUSINESS**

### **Developer's Report**

Mr. Glantz stated Ms. Sambuca had another engagement tonight and since I was here today, I wanted to attend your meeting. Ms. Sambuca has been talking about the next new community to start as well as parcel J, which will be known as East Lake with approximately 96 homes. The Lakes of Harmony will be South Lake, East Lake, North Lake, and West Lake. This is parcel M.

Mr. Berube asked will it be Marigold?

Mr. Glantz stated that is a conversation to have with Ms. Sambuca.

Mr. Berube stated you need to keep the letters the same. Rosewood and Cherry Hill do not correspond to the parcel letter, and it is hard to remember which one it is.

Mr. Bokunic asked what is going on in the Estates? Is a new builder coming in?

Mr. Glantz stated not that I am aware of.



Mr. Bokunic asked you are just going to sell lots individually?

Mr. Glantz stated yes, we are selling lots. I believe Richmond American still owns two home sites in the Estates.

Mr. Bokunic stated people talk and rumors get spread.

Ms. Kassel stated I heard some lots were taken away from Richmond American.

Mr. Glantz stated no, that is not the case. We have 32 home sites still remaining in the Estates, and a couple different builders are interested in that section. Richmond American has two more of the original nine they purchased. As an overview, we are currently finishing up in Hawthorne. Lennar has completed all their homes, and Richmond American has a few homes that have been started but have to be completed. Upon completion of their homes, we will assist the builders in tidying up a few things. The builders build to the edge of their property lines, so if they go one foot beyond the property line, it is not their area and they do not touch it. We need to make sure the transition is complete between the edge of the builder's lot and the property beyond, which in most cases is CDD property. I know that is one item on the list we need to deal with, including some areas in Cherry Hill. It is the dry season now, and we will have some areas where the builders have used parks and other grass areas for staging. Hopefully those will all come back. Mr. Foreman was out inspecting some lists that were provided by Mr. van der Snel today, and he will have a written response on those. Lennar continues to build cottage homes in Rosewood. As they complete the homes, all the various park areas and common areas will need to be tidied up and freshened up. As Mr. Boyd can confirm, the County requires certain areas to be landscaped in advance of the homes being built. In many cases, it does not make any sense, but that is what we are required to do. We will landscape them and then re-landscape them or freshen them up once the construction is complete. If we could do it our way, we would build the homes and then put the streets in, but it does not work that way. Work continues in Cherry Hill. Both Lennar and Richmond American have a few home still to complete. Mr. Boyd is completing a couple items that were redesigned in there. We will continue to monitor it through the rainy season and beyond. In South Lake, CalAtlantic is buying lots and building 20 per quarter, or about seven per month. They are building homes at a slower pace than that, so they are quickly becoming the largest lot owner in South Lake, with us being second and home owners collectively being third. That will tip pretty soon with us

going into third place. We are going to start development in all likelihood around July. In East Lake – parcel J – the CalAtlantic contract requires us to have sites ready for them in December. The work there will go a lot faster, since the Lakes have already been excavated, and the earthwork has been completed, including grading and fill. Typically, it is a six-month process with two months of earth work and then we start with roads. The first two months have already been completed, so we can start right away. It should be a four-month cycle with work being completed in November and the County punchlist completed for delivery of home sites in December. Behind that is going to be parcel M. It currently has a large stockpile of dirt that came from parcel O – Waterside. That will start development probably in August, maybe the latter part of August, with completion in January and deliveries in January or February. We have several builders who are interested in purchasing all of them from us once it is complete. They will have similar homes to what you see in Waterside. Parcel M on the CDD assessment sheet for fiscal year 2017 is listed as 7+ acres. We are going to take a portion of the Town Center, about 10 acres of it, and add it to M so the Town Center will become smaller and parcel M will become larger. We will have the acreage match so that we have exactly the same payment within pennies for parcel M before and parcel M after adding the 10 acres.

Mr. Berube stated when you refer to Town Center, you mean the east side of the road that exists there now. We know Town Center as the buildings with restaurants and stores.

Mr. Glantz stated Town Center is the land that surrounds Town Square. The eastern portion of Town Center will be converted from Town Center designation to single-family designation. We completed that when we did the PD rezoning and map last year. The horse barn is included, but not the corral that sits behind it. The eastern portion of Town Center over a year ago had a TC zoning designation. When we amended the PD, we moved the line over to incorporate more non-TC land into our plan. We reduced the amount of TC land. The number of units within the PD rezoning has not changed. The TC zoning designation means any home for sale must be attached.

Mr. Boyd stated that is correct; they must be townhomes or apartments.

Mr. Glantz stated townhomes, duplexes, apartments, or other attached housing. When you look at the chart for the payment per parcel, we did a little combining of several parcels. A-2 has a TC designation for attached housing, and A-2 and M are joined together to show 58 units with 28 in A-2 and 30 in M. Parcel M is being expanded by 10

acres, and it will ultimately be 65 units. I will be working with Ms. Elizabeth Langston, whom I have already contacted as well as with Mr. Boyd to make sure the acreage we are adding to parcel M and taking away from Town Center result in the same per-unit assessment for operation and maintenance (O&M) and for debt.

Ms. Kassel asked are these all front-load homes?

Mr. Glantz stated yes.

Ms. Kassel asked what happened to traditional neighborhood design?

Mr. Glantz stated they will all be front-load homes.

Ms. Kassel stated meaning traditional neighborhood design is no longer in terms of development.

Mr. Glantz stated the definition of traditional neighborhood design means more than just an alley-loaded home. It includes walkability, pocket parks, and quite a few other things.

Ms. Kassel stated porches within eight feet of the sidewalk.

Mr. Glantz stated the homes we are putting in that area will be similar to the homes in Waterside.

Mr. Berube stated when you say the same assessment, you mean these units will not have the same existing CDD assessments as some existing land but the net revenue to the CDD will be the same as it would have been whether you had 58 lots or now you have 65. Our net revenue on that total area will be the same.

Mr. Glantz stated perhaps we should table this conversation so Ms. Langston can confirm it and it can come from Severn Trent.

Mr. Berube stated but that is your aim.

Mr. Glantz stated that is what will happen. We have the ability to manipulate the amount of acreage in new parcel M because it is per acre, not per unit. We can put the correct amount of acreage into the revised parcel M that results in the same per-unit assessment. We carefully did that.

Mr. Berube stated when you said "same," I did not know if you were trying to match O or I or some other neighborhood. What you are doing is attempting to be sure that whatever M was worth in assessments to the CDD will be the same, regardless of the lot count.

Mr. Glantz stated I will word it differently. The 10 acres, a little more than 10 acres, that are coming out of the Town Center parcel and the 7+ acres coming out of M combined will be the same revenue before and after.

Ms. Kassel asked where will the neighborhood park be?

Mr. Glantz stated a park was already built there. A dog park is adjacent to it. There are also some common areas that we can discuss.

Mr. Bokunic stated so the dog park is staying the same.

Ms. Kassel stated yes, but there will be no additional park area.

Mr. Berube stated shrink the dog park.

Ms. Kassel stated no, it is already small.

Mr. Berube asked how many people use it?

Ms. Kassel stated a lot of people use it.

Mr. Berube stated we will figure it out.

Mr. Glantz stated I will review the plan I distributed. It will include 65 homes sites. It will have access across from a waste bunker on hole #10, so it will be in close proximity to the CDD pool directly across the street. When talking about this particular group of home sites, they will have proximity to the existing dog park and the existing CDD swimming pool facility. This particular piece of land has been paying O&M assessments forever. It adds more people stress, but it is already paying its fair share since assessments have been levied. The first question everyone asks is, what is going to happen to the horse barn. Many years ago, the senior executive of Starwood visited this community, saw the empty fields in front, and made the decision to build two things to enhance the front: this barn and the commercial center. So the commercial center with the market was built in advance of there being demand, as well as the barn. The barn is considered to be temporary but to serve the purpose of creating activity here. Over the years, we have eliminated the temporary commercial uses, such as trailers and construction staging areas. At one time, I understand predating me, there used to be a staging area up front for construction, which I saw on the aerial photographs. The entrance has been cleaned up. The barn will not be removed immediately. This particular community will not interfere with the barn. It goes through the corral between the barn and Central Bark. At some point, that barn will go away. The person who is using the facility now will be leaving at the end of June or the end of July. They do not want to be

using the facility with the land development happening adjacent to it, and they have another location to go to. Heavy landscaping will be installed along the back on a berm from lots 1 through 13 in a tract that will be off parcel M and on the TC parcel.

Ms. Kassel asked will that become CDD land?

Mr. Glantz stated it will be a CDD parcel that segregates the commercial designation TC from the residential designation. It will be a buffer.

Mr. Berube asked the berm will go between lots 1 through 13 and Five Oaks Drive?

Mr. Glantz stated it will start somewhere around the southern lot line of lot 13, maybe a little farther south of there, and it will stretch north to Five Oaks Drive and will have a similar feel running parallel to Five Oaks Drive with a front entry. It has not been fully designed yet.

Mr. Berube stated the berms we already have are proving to be difficult to maintain. I suspect over their life, they will prove to be a maintenance problem. When this berm is designed, I ask that we have less of a slope to make it easier for weekly mowings and to keep the sod from running down the hill.

Mr. Glantz stated your point is well taken. There are similar berms of this nature all over the State of Florida, and there are different ways to treat them. You can have less grass on the slope. The advantage of having the grass is when you mulch under the plants, it has somewhere to stop versus just running down. We can look at some alternative plantings. Notwithstanding, when you look at the site plan, there are a couple small common areas. I want to point out a couple things on this plan that Mr. Boyd can elaborate. There is an existing utility easement that runs behind 14 heading south. It picks up underneath the gray tracts that leads to U.S. Hwy 192. There will be a lift station on the site in tract M300, which will be owned by Toho Water Authority once it is completed. The land around it will be designated and turned over to the CDD. Osceola County has a limitation on lengths of cul-de-sacs. Similar to what we did in Waterside – parcel O – we will have a grassed path for emergency vehicles. If you go to Waterside now, you cannot tell there is an emergency vehicle lane between the two cul-de-sacs, but it is a requirement. We went ahead and designed it with the same type of path that will go on or behind the lake bank.

Mr. Boyd stated it will go between the lake bank and the backs of those lots.

Mr. Glantz stated unlike parcel J where the earthwork has been completed, this has piles of dirt that need to be placed and compacted. I believe we have some excess dirt. After we build our less-sloping or redesigned berm, whatever we have leftover will go on some lower land adjacent to parcel TC in the southern portion.

Mr. Berube asked will there be any new ponds?

Mr. Glantz stated no. This area was designed a while ago, and the ponds were excavated to support all the development in M and TC parcels. In keeping with some of the other communities, our designs try to avoid back-to-back lots. Where we have that condition, we try to have a tract behind it with extra landscaping. Lots 27, 28, and 38 through 40 have tracts behind them to eliminate that condition. We have done that in the recently designed communities.

Ms. Kassel asked does the developer own the area between lot 13 and lots 29 and 30?

Mr. Glantz stated that is a lake, on tract M125.

Mr. Boyd stated there are two existing ponds east of Town Center. They are on both sides of that cul-de-sac.

Ms. Kassel asked what is the size of the CDD parcel next to lot 13?

Mr. Glantz stated it is the length of the lot, about 120 feet, and it looks to be about 15 or 20 feet wide.

Mr. Boyd stated it is a utility tract for a future line. A future gravity stub-out is there for future commercial development. Tract M125 is a utility tract.

Ms. Kassel asked what about M235?

Mr. Boyd stated it is a common area tract to provide access to the common area tract behind the lots and that utility easement.

Ms. Kassel stated I am not seeing where the utility easement is.

Mr. Boyd stated if you look at tract M170, the utility easement is within that tract, behind lot 21, and it continues south. Lots 16 and 17 have the label for the utility easement in faint text.

Ms. Kassel stated I am talking about the other side, south of lot 13, next to the backyards of lots 29 and 30.

Mr. Glantz stated that is a common area parcel to be landscaped.

Ms. Kassel asked is it possible to have a park there?

Mr. Glantz stated it is very small and is in people's backyards.

Mr. Berube stated we have other parks that are very small and are in people's backyards now.

Ms. Kassel stated at least it is accessible via the roadway.

Mr. Berube stated when you talk about a park, we are talking about a small piece of land capable of supporting similar to what you did in Waterside. One has a swing set and one has climbing rings. The third one has another piece of equipment. Even 100 feet by 100 feet is enough, and it gives people a place to call theirs. What happens when a neighborhood goes in and they do not have anything, they will say all the others have something. This is something to think about.

Mr. Glantz stated I will take it under advisement.

Mr. Walls stated I will say what Mr. Mark LeMenager used to always say, that we need parks. People come here and they want playgrounds. It cost us \$20,000 to put in a playground. I understand they paid O&M assessments on this property for a long time, but the developer spent all the capital funds long before we got here. I do not think the CDD should have to put that in for each neighborhood.

Ms. Kassel stated you are saying the developer should put them in.

Mr. Walls stated yes. I view it like a road. The developer spent the money a long time ago, right or wrong, and we have no more capital funds.

Mr. Glantz stated fortunately, the way a CDD works is that you cannot blow your money. It has to be a qualified expense, and your comments are going down the wrong path.

Mr. Walls stated I am telling you that the capital funds are gone; they do not exist anymore.

Mr. Glantz stated the District engineer is here, and he is not allowed to blow money.

Mr. Walls stated I am not saying that.

Mr. Glantz stated it has to be bid out with three bids, it has to be a qualified expense for infrastructure, and certain things are not allowed by a District when doing improvements. You have to be careful in your spending.

Mr. Boyd stated the recreation areas are front loaded in Lakeshore Park, so there was a large investment in recreation areas.

Ms. Kassel stated but every neighborhood was built with some kind of park.

Mr. Walls stated there is nothing on this side of the neighborhood.

Mr. Berube stated what we are trying to say is, we are learning from experience. For a number of years, we sat here and nothing happened. Mr. Glantz's predecessors faced a dead real estate market. What happened then is not what we are dealing with. We are dealing with what has happened since you have arrived. We know from going full throttle in setting up new neighborhoods that we have to react fairly quickly. Residents look around and will note that one neighborhood has a playground. That is where we got caught up on this. It is like we learned with the berm, which has turned out to be a problem. I would like to solve the maintenance issue with the berm early on. We know people like parks, and they like some equipment in them. We asked for one in Waterside, and you responded with some nice play areas. If you can do that here, we will be happy.

Mr. Glantz stated Cherry Hill is built adjacent to the lakefront park. That was not isolated; it is right next to a park. This particular parcel is directly across the street from the swim park and has a dog park adjacent to it. I will take under advisement that you would like to see an additional park. We cannot remove any lots because that will throw our CDD costs out of balance. Then you will run into the other situation where a home owner here will be paying more O&M than another home owner with the same sized lot, which is what we are trying to avoid.

Mr. Berube stated we tend to agree with you. What we hear from the residents in Cherry Hill is, they have a fancy neighborhood and are paying more in CDD assessments than they should because of blending. That bad vibe never disappears. Then they say they are paying \$300 extra every year than what they should, and they do not even have a park. We hear these discussions, and they spread. We understand. If you can find a little space and put in a little park area, then this neighborhood will have a small park with a playset on it or something. That would be great, and it will solve our need. The bigger and more expensive it is, the happier we and the residents will be.

Mr. Walls stated I personally believe if someone buys a lot with no playground, that is on them. You saw it when you moved here and bought the house. In reality though, they come here, and we have to deal with it, which ends up costing us money. We do not have any capital dollars left to meet those demands.

Mr. Berube stated it would be nice to tell them to talk with the developer, but that is not the professional thing to do. Will we see you at the HROA meeting next week?

Mr. Glantz stated no, Mr. Bill Kouwenhoven will be attending.



## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Engineer**

#### **i. Sidewalk for the Park on Butterfly Drive**

Mr. Berube stated last month, we finally got all our permitting done at the County and were ready to go. We contacted Mr. Justin Ferrell, who is our contractor for this project. He and his father have gone out of the construction business and have gone to work for a private contractor somewhere else. That happened a week ago. So we lost our contractor to do the sidewalk. We scrambled and Mr. Boyd provided a recommendation. Mr. Ferrell also provided a recommendation, who is the subcontractor he was going to use for most of the work. Mr. van der Snel talked with Mr. Randy Palmer from Florida Site & Seed, Mr. Boyd's recommendation. He has the paperwork and will provide us with a price. The subcontractor recommended by Mr. Ferrell did not show up to the meeting. We have prices for trees and the permits, but we do not have a contractor. I hope by the next meeting, we will have a new presentation to provide before our building permit expires.

Mr. Walls stated I imagine his prices will be pretty serious. I go back to what I have said at the past several meetings in terms of total cost. Is it worth that total cost? I tend to believe it is not, especially not if it is going to be \$60,000 to \$80,000 for a sidewalk that goes nowhere.

Mr. Berube stated we do not know what we are going to get for a price. It is conceivable they will come in less than what we were going to pay, which takes some of the sting out of the tree cost. I agree the trees are too expensive. We are not there yet. The step is to find a contractor and determine the price. Hopefully we will know that next week.

Mr. Boyd stated he told me he thought he could get it priced Monday or Tuesday.

Mr. Berube stated once we know that, we can decide at next month's meeting. Maybe we will get another price from someone. For this amount of money, we do not need to advertise.

Mr. Moyer stated no.

Mr. Berube stated we have a budgeted amount and an approved amount we have to stay under. We amended the approved amount to include the additional trees. We need to stay within the original and the amended amounts.

#### **ii. Neighborhood F Swale**

Mr. Boyd stated Jr. Davis has been here for a little over a week to work on the neighborhood F – Cherry Hill – swale that need some reworking to improve the drainage.

I looked at them prior to the meeting tonight. They need a little more work done in those areas, but it has progressed substantially.

**iii. Dock**

Mr. Boyd stated I reached out to Bio-Tech Environmental again. Unfortunately, it is their opinion that we still need to hold off on any repairs at the moment because of the position the Army Corps of Engineers (ACOE) has taken on issues they are reviewing. Everything has been provided to them, and we are waiting for a response. One of the things that has come out of that is all the signs on the conservation areas. We have done everything they asked. We are just waiting for them to respond that we can proceed. At that point, we can repair the dock. When the neighborhood was originally planned and permitted in 2000, the ACOE as well as the South Florida Water Management District (SFWMD) review wetland impacts. The map put in the ACOE permit was very conceptual, a very early map of Harmony. In a couple places, the lines were slightly different on that map than the final line that was approved by SFWMD. That is the map construction was based on. Recently, they did an aerial overlay and determined that what they thought they approved was slightly different. We worked through updating that permit so we can say what has been built is now in accordance with the permit modification. We are waiting for them to issue the permit modification. They wanted to roll the dock into it, too. They really never looked at the dock, although according to Bio-Tech, they really did not need to. The ACOE made the determination that they wanted to look at it.

Mr. Walls asked what is Bio-Tech's role?

Mr. Boyd stated they are the environmental consultant.

Mr. Berube stated they were here last week. Were they spraying the blue matter on the lake?

Mr. Boyd stated I am not certain what they were doing.

Mr. Berube asked has the lake improved? Has anything been sprayed?

Mr. van der Snel stated it is a little better. Ms. Sambuca indicated they worked on it.

Ms. Kassel stated a lot of what we were seeing is seasonal. In the springtime, everything comes up and it takes a month or two to dissipate.

Mr. Berube stated we never had it before.

Ms. Kassel stated because we also had a drought and nothing has been treated.

**iv. Pond Outfalls**

Mr. Berube stated they were going to drill some holes in the outfalls. Is that still scheduled?

Mr. Boyd stated yes, they still have to come back and finish on Long Pond at Lakeshore Park.

**B. Attorney**

**i. OUC Buyout**

Mr. Qualls stated the Board asked me to investigate more on the buyout. It appears we were dealing with some incomplete information. I had a good discussion today with Mr. Dan Seabrook at OUC. For D-2 and E, the lease mentions an amount of \$3,264 that you will pay per month. That full amount is broken into three separate components. The largest is the asset component, which is essentially the equipment: poles and lights. That amount is \$2,712.80 per month. If you want to buy it out early, they provided it in the spreadsheet. OUC calculates the total remaining payments and multiplies it by \$2,712.80. Then OUC will apply a 7.8% discount, which based on the time value of money, would save the District about \$119,000. The chart prepared by Mr. Farnsworth said the payout amount was \$233,986. The number provided by OUC is \$241,045.75. There is a little discrepancy, but the difference of \$7,000 is not that large. What I believe the Board needs to decide is if this buyout is worth doing to save \$119,000 over the life of the lease. The 7.8% discount for early payment is the same methodology used by OUC among all its CDD and other customers. That will be constant, and you can apply that to the other lease agreements to decide what the prepayment amount will be. You need to remember you do not take the total amount in the lease; you only take the capital component or the investment component, which is for the asset. The other components are the maintenance and electricity. You will still receive bills for that. I hope that makes sense.

Ms. Kassel asked what kind of savings was that?

Mr. Berube stated what happened is, the chart Mr. Farnsworth put together has different numbers on it than what OUC has. We were dealing with what we referred to as loan #9 at \$232,105. For OUC, loan #9 was a different one at \$260,000 to pay it off. When we asked to pay off loan #9, they quoted \$260,466, and we said that is way off. That is where all this stopped. The reality is, we are trying to pay off what OUC knows as contract #10. When we do that, it is \$241,045 against our number of \$232,105. As Mr. Qualls indicated, we have a little bit of a difference.

Ms. Kassel asked what does Mr. Farnsworth's document show as savings versus this \$119,000?

Mr. Berube stated his chart shows \$123,272, and they say \$119,756. It is very close. It is hard to figure all this math.

Mr. Qualls stated if you are looking at Mr. Farnsworth's chart, loan #9 is D-2. He says the realized savings will be \$126,816. OUC says the real savings will be \$119,756. You are about \$7,000 off.

Mr. Berube stated it depends on the payoff date because it changes.

Mr. Qualls stated yes.

Mr. Walls asked where did they come up with the 7.8% discount rate?

Mr. Qualls stated that is not in the lease. They said this number is in all the new contracts and is the methodology that is consistent among all their other customers that have been approved by the Public Service Commission. That number was not in the lease and there was no way we would have known it, but you can use it going forward to calculate future savings.

Mr. Farnsworth asked if it was not in our original contract, do they have the authority to change a contract on us?

Mr. Qualls stated they did not change anything. This has always been the constant. You could argue that it is not in the lease, nor is it included in the lease to potentially make a prepayment. You have to give and take, but the point is you will save 7.8% and I do not think you will have to pay the 10.5% interest. It is 10.5% interest, not 10%, for the chart.

Mr. Farnsworth stated I realized I did that. It rounded off at 10%.

Mr. Berube stated all we need to do is amend our previous agreement to buyout loan #9 for D-2 and E from our previously approved maximum of \$232,105 to some number not to exceed \$241,045.75. That number will drop as the months go along.

<p>On MOTION by Ms. Kassel, seconded by Mr. Bokunic, with all in favor, unanimous approval was given to the OUC street light buyout of loan #9 for D-2 and E, in an amount not to exceed \$241,045.75.</p>
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Mr. Berube stated this started because the numbers got off somehow, and that is what raised the red flag when it increased \$30,000.

Mr. Farnsworth stated I would like a written copy of what they provided to you.

Mr. Berube stated yes, I will ask Mr. Qualls to forward it to everyone.

Mr. Qualls stated this is the same thing we sent last month. When this is finalized, you will sign a contract. That contract will come before you. If you told me to get it signed tomorrow, it will take 30 extra days. That is how OUC works.

**ii. Employee Policy**

Mr. Qualls stated a lot was said last month about an employee policy. After some further reflection and thought, I wanted to lay the framework for the issue as I see it, for your consideration. As no surprise, when you are dealing with labor laws and have employees, you have to follow Florida and Federal laws. Florida law says in Section 190.007(1), Florida Statutes, “The board shall employ, and fix the compensation of, a district manager. The district manager shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district, and for performing such other duties as may be prescribed by the board...The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be as provided by the board.” I went back through my emails and read everything I could find. Whatever was circulated last month in writing was never adopted by the Board. It was never presented to the Board before last month. That is not saying you do not have a policy, but whatever your policy is, was not reflected in what was distributed last month. You must have a policy. I have never been involved in a Board meeting at any level – County, legislature, CDD – where the Board took it upon itself to iron out all the nitty-gritty details of Florida or Federal labor laws. My suggestion is to have your professional, the District manager as charged by the legislature, look at this and bring back some recommendations. I would urge you not to decide to hash it out at your public meetings. We say this all the time, but you have only one duty and one responsibility under the law: to manage and maintain the infrastructure within your District. I hope that helps provide a framework from which you can view the way you go about developing these things. I wanted to make it very clear in the record those things I just stated.

Mr. Berube stated I suggest we have Mr. Moyer take all the information that was made part of the record last month, which is effectively the policy we have, and clean it up so it makes sense. I heard two concerns last month. One was from Ms. Kassel.

Ms. Kassel stated it was an inquiry.

Mr. Berube stated it was the opportunity to have an exit interview. You cannot force an employee to speak if he does not want to, but we can include some language to be sure an employee can have an exit interview if he quits or is terminated or otherwise leaves, such interview to be with the District manager. The second concern was from Mr. Walls about requiring employees to be here five minutes early. I discussed this with Mr. Qualls, and that could be something that stands out. Instead of a five-minute requirement, perhaps we make a recommendation that employees arrive in adequate time so they will be ready to start work at their appointed start time.

Ms. Kassel stated Mr. Qualls was just pointing out that we should leave this to our District manager to compose and work out with Mr. van der Snel, then present it to us.

Mr. Berube stated we will let Mr. Moyer take care of it, but we are going to get a policy that we will review and need to approve. We will cover Ms. Kassel's request for an exit interview. We will address Mr. Walls's concern about requiring employees to arrive five minutes early. We will also incorporate whatever else the manager decides should be in our policy.

Mr. Walls stated Severn Trent has a policy they use.

Mr. Moyer stated yes, and I emailed that to everyone.

Mr. Walls stated yes. We also have what Mr. van der Snel prepared. I think the task is making sure that the things we are doing comply with the law, which should be fairly simple. The sheet I distributed last month had things that the Severn Trent policy probably covers. I am not saying we have to use the Severn Trent policy, but it probably includes most of the things we need. I agree with Mr. Qualls. We have had discussions on rules in the past that lasted a year, and I do not think we should hash that out here. It would be much faster if we take something that is existing, modify it to include what Mr. van der Snel needs, and then we can review it and make any minor tweaks needed.

Mr. Qualls stated what your Board has a right to demand is that your professionals put together a policy for employees that meet the muster of State and Federal laws. That is the key from the Board's perspective. That is the extent to which the Board should be

involved. The Board can discuss whatever it wants, and I serve at the pleasure of the Board. Remember, your main job is to manage the works of the District. This Board can simply say you want a policy that meets the requirements of Florida and Federal laws.

Mr. Moyer stated then you will get 45 pages. It will not be streamlined.

Mr. Berube stated we already have 25.

Mr. Qualls stated the District cannot have a policy that does not comply with Florida and Federal laws.

Mr. Moyer stated that is fine.

Mr. Walls stated it needs to meet our needs. When I say the Board can make tweaks to the policy, we set the budget, and part of that is how much we pay our contracted staff. Policies include payroll. The Board needs to approve certain things that fit with what we are doing here. I do not think we can take the exact document that exists from Severn Trent. Certain things need to match what we are doing here.

Mr. Moyer stated I hear you, but I am not going to come to this Board and say that I prepared a document that meets Federal employment laws.

Mr. Walls stated Mr. Qualls needs to have a part in this, as well.

Mr. Farnsworth asked are we the first Board that has ever run into this? What about Celebration or any other Board that you work with?

Mr. Moyer stated yes. Most of the time, the people who service the District are employees of Severn Trent. In this case, our staff members are employees of an employment company, and we are the ones who come up with policies on how we treat those employees.

Mr. Farnsworth stated this is different from anything else you have run into.

Mr. Moyer stated that is correct.

Mr. Berube stated Mr. Moyer has heard the direction of the Board, and you have heard the two additions from two members of the Board. I tend to agree with them.

### **iii. Neighborhood O-1**

Mr. Qualls stated I received an email from Mr. David Evans who represents the developer. Neighborhood O-1 was platted at the end of last year, so they have a copy of the plat dedication. There are some tracts that are being dedicated to the CDD that were not dedicated in the plat. They prepared a deed of dedication. Presuming the dedication meets legal muster, which I believe it does at first glance, I will ask the Board to approve

this dedication. It is normal. These are tracts that are used for District responsibilities, such as stormwater and drainage. I will distribute it to everyone for your information.

Mr. Walls stated I would like to wait and at least see it. I do not like approving things that I have not seen.

Mr. Qualls stated it is very short and I can read it to you.

Mr. Walls stated tell them that you need to provide it to us in advance of the next meeting.

Mr. Qualls stated I just received it yesterday. It is a standard document you have approved previously, and it can be subject to final review by legal counsel. I will add this to the agenda for next month.

Ms. Kassel stated tell them if they want something approved, they need to give us enough time.

Mr. Qualls stated I understand and I am not defending them. This is just when it came up. I think he figured the Board would consider it tonight. I think they understand the realities that this Board is very thorough. That is not a problem at all.

### **C. Field Manager**

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

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

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

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

#### **iii. Facebook Report**

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

#### **iv. Pond Report**

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

Ms. Kassel stated several ponds were marked level 3 and have not been treated. I wondered why they were level 3 but had not received treatment.

Mr. van der Snel stated we just received chemicals today for it.



**v. Quotes for Replacement of Rescue Boat Motor**

Mr. van der Snel stated I provided three quotes for a rescue boat motor. It is quite old, about 10 years old. It is an Evinrude. I brought it to Advanced Marine. They provided a quote for the repair in the amount of \$1,200. This has been the second repair within two years. The other repair was also for service in the amount of \$800. The motor is 55 hp, which is pretty heavy for a boat like the rescue boat. That brought me to the conclusion to get quotes for a new outboard motor.

Mr. Berube stated anyone who has been around boats, motors, and lakes knows that water gets in it, and it corrodes. Motors are expensive to repair. If we fix this motor, we will have spent \$2,000 over the past two years. We can replace the motor for \$2,600. The repairs will continue to be an issue, not to mention that the motor is so heavy and powerful for that little boat that he has bags of sand in the front to keep the front down.

Ms. Kassel asked why is Yamaha Central Florida's bid so much lower than everyone else's?

Mr. van der Snel stated it is government pricing. Advanced Marine does not carry Yamaha. They have Mercury, Suzuki, and Evinrude. The other quote is for a Yamaha.

Mr. Berube stated Central Florida Marine is where we bought the red Suntracker boat. We got a pretty good deal from them. We have purchased parts from them on occasion. They are offering governmental pricing. When we bought the small 9.9 hp Yamaha motor from Marina Mike's on the State contract, they were really low. But now the State contract has disappeared, so Marina Mike's has jumped up in price. Central Florida Marine is still honoring the governmental contract price.

<p>Ms. Kassel made a MOTION to approve the proposal from Central Florida Marina to purchase a motor for the rescue boat in the amount of \$2,693.32. Mr. Bokunic seconded the motion.</p>
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Mr. Walls asked what is the maintenance schedule? Do the guys crank the motor periodically?

Mr. van der Snel stated we take it out every week.

Mr. Walls stated being a boat owner, I understand it costs a lot of money to maintain the engine. Are they using ethanol-free fuel?

Mr. van der Snel stated we add a stabilizer.

Mr. Walls stated ethanol-free fuel will make a world of difference.

Mr. Boyd stated you can go online to find where it is sold.

Mr. Berube stated we can get it at Wawa. Also remember we are buying a 4-stroke engine instead of 2-stroke this time. That is a different maintenance schedule. We will not have to mix the gasoline and the oil. I have seen a few receipts from Wawa for fuel.

Mr. Walls stated keep some on hand. It will make a huge difference.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the proposal from Central Florida Marina to purchase a motor for the rescue boat in the amount of \$2,693.32.
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**vi. Quotes for Replacement of Pool Lights**

Mr. Berube stated we have two estimates. The first one is for \$1,412 to convert pool lights from incandescent or fluorescent to LED at both pools, for a total of eight lights. The second one is for complete fixture replacement of one fixture. It says incandescent with a 100-foot cord for \$702. The reason for the replacement is, water is entering the light fixtures through the cord connection. That is why it fills up with water and we burn out the bulbs. We need a housing because it leaks. If we agree to the conversion for all eight lights, do we still need to buy one housing to stop the leak?

Mr. van der Snel stated the housing has been repaired. I think they are saying that when you have a complete conversion of one housing, it is \$700 each. Eight lights will be \$5,600. At home, if you use a normal fitting and install an LED bulb, the conversion is in the fitting. Eight bulbs would be \$1,400, which is less than \$200 per bulb.

Mr. Berube stated the leak has been fixed, so we do not need the second quote.

Mr. van der Snel stated it is to give the Board the option to replace all the housings because they are old. We have replaced the rubber at the housings a couple times. You can do the complete housing for eight lights or just convert the light bulbs.

Ms. Kassel stated the LED estimate does not say anything about a 100-foot light cord.

Mr. Berube stated no, because you are not replacing the housing.

Mr. van der Snel stated it is like putting in a new LED light bulb with the conversion already in the fitting. If you transform the housing completely, you need a new cord going to the transformer.

Mr. Berube stated the \$1,412 proposal takes us away from incandescent or whatever is in there now to be LED bulbs, which last much longer. We have replaced them a couple time from recent memory, and it is about \$250 every time they come to replace

one. The LED bulbs should last virtually forever. They have a 30,000-hour life span. We will also save a little in electricity.

Ms. Kassel stated what I understand is, rather than replacing the fixture in the incandescent estimate, we are replacing bulbs and gaskets in the LED estimate.

Mr. van der Snel stated yes.

Ms. Kassel asked why would we not have done that with the one incandescent housing? The housing is not shot but has been repaired at this point.

Mr. van der Snel stated yes, but we have eight lights. With that number of lights, more repairs will be coming. I wanted to give the Board an option to replace them all or just the light bulbs.

Mr. Berube stated if you replace the whole assembly, it is \$700 each, which multiplied by eight is \$5,600. If we just replace the bulbs, it will cost \$1,412.

Ms. Kassel stated it seems to me if there was a leak, it was a gasket issue.

Mr. Farnsworth stated no, the leak is where the wiring comes into the back of the housing rather than the gasket in the front.

Mr. Bokunic asked does the \$5,600 includes the bulbs?

Mr. van der Snel stated yes.

Mr. Berube stated it is the whole thing.

Ms. Kassel asked if we go with the LED estimate, will we still have the same issue with leakage around the back of the housing?

Mr. Farnsworth stated it is entirely possible. If it is still the original installation and all you do is change the type of bulb, then any wear and age that has accrued to the existing housing, the potential is there.

Mr. Moyer stated then we can deal with them one at a time when that happens.

Mr. Farnsworth stated yes, that is what you would do.

Mr. van der Snel stated if you convert the light bulbs in your house to LED, you either do them all at the same time or one at a time.

Mr. Walls stated I think there is probably consensus to go to LED at some point. Maybe the next time one breaks, we make the switch. We do not need to do it now because they are all working. When one breaks, make the switch. If we need to replace the housing, then we replace the housing.

Ms. Kassel asked how did you repair the existing housing without replacing it?

Mr. van der Snel stated we do not perform repairs. Pool Works did.

Ms. Kassel stated so they were able to repair the housing. Essentially, the incandescent proposal is off the table because they repaired it.

Mr. Berube stated yes. I have seen them doing these repairs. They do it in the water. It has screws in the front. They shut off the power, remove the screws, remove the entire housing, and bring it to the deck. Essentially, you are looking at a metal housing with a glass front and a bulb in it, and the wires come in the back. The wire is water proof, and there is a water-proof crimp connector. I am sure they pulled the wire through and got rid of the damaged wire, put a new crimp fitting on it, and put it back in to stop the leak. They put a new gasket on it and a new bulb. All we are going to do now is give Mr. van der Snel the authorization to convert to LED as the bulbs burn out. If we need a housing, he can change the housing or fix the wires. It makes sense to do. The fluorescent ones burn out when water gets on them, but the LED lights will not have that problem.

**vii. Miscellaneous**

Ms. Kassel stated some families came in and I am not sure if they wanted to talk or not. Perhaps if anyone else comes in, we can give them a speaking request form. It is beyond the time for audience comments. To be gracious, we can let them know audience comments is at the beginning of the meeting, but if they have something they really want to discuss, they should complete a speaking form.

Mr. Walls stated I think they needed to leave for coming in and acting like that.

Mr. Berube stated I was getting a little perturbed.

Mr. van der Snel stated I can let the Board know what happened with this family this afternoon.

Mr. Berube stated I saw them in the pool.

Mr. van der Snel stated there was alcohol abuse by all of them. Stella Artois beer bottles were on the table and they were visible. A resident complained about it, so I went over to address it. This is the second time this family had abused alcohol in the pool area. I approached them and identified myself. One had a beer in one hand and a baby in the other. I kindly asked them to remove the beer from the pool area in order to be able to stay. He claimed it was apple juice, and I asked him to remove the apple juice. Since this is his second offense, I said that he will probably have a revocation on all the cards for this. That is all that happened. I did not argue with them. The woman wanted to argue with me, but I did not engage.

Mr. Berube stated I was there about 1:00 when I noticed them, and it was noisy then.

Mr. van der Snel stated I did an access card check for everyone so they could not say that I targeted just them. I stated to the resident that he needs to follow the rules, which are also stated on the sign.

Mr. Berube stated that is exactly right. My guess is, the effects of the alcohol were still showing when they were sitting here tonight.

Mr. van der Snel stated I cannot comment on that, but they had several beers at the pool this afternoon.

Mr. Bokunic stated they are related to me, so I need to stay out of this.

Mr. Walls stated if it happens again, I think we should revoke their cards.

Mr. Berube stated rules are rules.

Mr. van der Snel stated my normal protocol is to send an email to Mr. Moyer with an explanation of what happened. Then it is up to Mr. Moyer to give them another chance or revoke the card. I do keep written records.

Mr. Walls stated they came to our meeting and acted inconsiderately.

Mr. Berube stated I can understand why a resident would have complained. I was there for almost an hour. They were in the far corner, and it was fairly noisy then. I did not notice the alcohol, but it does not surprise me based on what I saw.

Mr. van der Snel stated it was based on a complaint from a resident who texted me. I was there within five minutes. I acted as I should.

Ms. Kassel stated we do not know what they were going to say.

Mr. Bokunic stated he came in and filmed us first. He took a video of all of us and then walked out.

Mr. van der Snel stated it is a public meeting. I will still write down what happened and send it to Mr. Moyer.

Mr. Berube stated policy is policy. Keep doing what you have been doing. No one is treated differently: good, bad, or otherwise. Everyone is treated the same.

## **SEVENTH ORDER OF BUSINESS**

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

#### **A. Financial Statements for March 31, 2017**

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 electricity and water are both over budget. We discussed this in general before, but it is mainly because irrigation is running a lot.

Ms. Kassel stated we are in a drought.

Mr. Berube stated we are getting a pretty fair amount of pushback from Toho Water Authority about water running a lot. If we back off on irrigating, we will have brown sod all over. We have to irrigate because Davey just applied fertilizer. I am letting the Board know we are not on the two-days-per-week plan they keep pushing. Considering how much water we are using to keep the grass green, being \$6,500 over budget so far is not really bad.

Ms. Kassel stated it is about \$1,000 per month.

Mr. van der Snel stated we will catch up when the rainy season starts.

Mr. Berube stated I was in North Carolina this week, and they got seven inches of rain Monday night. The opposite effect is, they are flooded.

Mr. Moyer stated we have collected 76% of our non-ad valorem assessments through the end of March. We expect to receive the balance of our assessments in April. Historically, the developer waits until the last minute to pay their assessments. Even being over budget on the categories Mr. Berube identified, we are still \$111,000 under budget through the first six months of the fiscal year.

**B. Invoice Approval #204, Check Register, and Debit Invoices**

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

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to invoice approval #204, check register, and debit invoices, as presented.
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**C. Discussion of Boat Damage, Request for Reimbursement, and Possible Suspension of Privileges**

Mr. Moyer stated Mr. van der Snel informed me that one of the boat users appears to have damaged an engine. The backup material is included in the agenda package. In the normal course, we would have simply contacted that individual, told him what our determination was, given him the invoices, and requested that he make payment. The reason it is coming before the Board is, we had a similar situation almost two years ago

where there was damage and the Board decided that goes with the territory, and we did not follow that procedure. If they do not pay the invoice, then we terminate their access privileges.

Mr. Berube stated it was less than \$200 and may not be worth the aggravation. The major concern is, this could have been really bad because it was the torqueedo. It is the very motor that we just had fixed. However, they changed the design of the face to prevent fishing line damage from getting through the seal. Apparently, the design change worked because there was a substantial amount of fishing line damage, if you noticed in looking at the pictures. We spent some money and got an update to the motor, which saved us from buying another motor. However, that is not really the bottom line. Do we want to request reimbursement from the owner, or do we just fix it and move on?

Mr. Walls stated I fish all the time and have never done this before. You have to be fairly negligent to get that amount of line into your motor. I think we need to send a message that if you are going to use the boats, then you need to take care of them. They need to watch what they are doing. We will allow people to take out the boats, but they need to take care of them when they do. If we tell them it is okay now, it will continue.

Ms. Kassel stated I did not vote for the sailboat situation. They said it was different and supposedly it was a freak accident. That was a very significant amount of money to lose that boat. This is a little bit of money. I think we should be consistent in the way we treat people who use our assets. If we let him go with not even a slap on the hand, to be rougher on this individual is unfair. We could say the next time this happens or any damage happens to the boats during their reservation, they will be held responsible for the costs.

Mr. Farnsworth stated I agree with you, and I think I voted with you. I was opposed to letting the last accident go. I am opposed to letting this one go, too. Just because we made a mistake before does not mean we should repeat the mistake. There is a penalty involved, and it should be imposed.

Mr. Berube stated this person has a history with the boats.

Mr. Farnsworth stated I do not care if he does or not. The rule is there if they damage the boat.

Ms. Kassel stated the history was that it was alcohol related. That is not about damage to the boats. That was years ago.

Mr. Walls stated if you look at the picture of what was left in the motor, you have to wonder about the mental state of the person at the time they are driving the boat. You know you broke that off in the motor.

Mr. Berube stated he dropped it off at the dock and indicated it was in perfect condition, but no one was at the dock when he returned. He brought it back and left.

Ms. Kassel stated that probably happens a lot.

Mr. Walls stated I think we need to proceed with the billing the resident for the damages.

Mr. Berube asked do we want to have payment due in 30 days or else the cards are revoked?

Mr. Walls stated I do not know if we speak to that in the rules.

Mr. Moyer stated yes, we do.

<p>On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor except Ms. Kassel, approval was given to submit an invoice to Mr. Alan Santacruz for damage to the suntracker boat in the amount of \$149.98, with payment due in 30 days from the date of the invoice, pursuant to the appropriate sections in the rules.</p>
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#### **EIGHTH ORDER OF BUSINESS**

#### **Topical Subject Discussion**

Ms. Kassel stated this appears to now be a standard item, different from Supervisor requests.

Mr. Moyer stated they may seem to be the same thing, but they are different.

Mr. Berube stated it makes the agenda look more professional in case you have any topics to discuss.

#### **NINTH ORDER OF BUSINESS**

#### **Supervisor Requests**

Ms. Kassel asked can we get a doggie pot somewhere in Cherry Hill?

Mr. van der Snel stated yes.

Ms. Kassel stated maybe at the far end of Dark Sky, the west side where the mailboxes are.

Mr. van der Snel stated it was scheduled to be done with the sidewalk, but we can put one in now. I have one we can install.

Mr. Berube stated that is supposed to be done by the developer: benches, trash cans, doggie pots. I will talk with the developer about the new neighborhoods.



Mr. van der Snel stated they put them in South Lake and Waterside.

Mr. Walls stated I apologize for my earlier comments, but my issue tonight was, Mr. Glantz came in here acting as though they are not going to do any of that anymore.

Ms. Kassel stated yes, he did.

Mr. Walls stated to me, that is completely unacceptable.

Ms. Kassel stated I agree.

Mr. Walls stated as I told him, I will not vote to accept this land if that kind of thing is not included.

Ms. Kassel stated I agree.

Mr. Walls stated they should know by now that is part of the deal.

Mr. Bokunic stated I have never had to deal with him before, but he seemed extremely argumentative.

Mr. Walls stated yes.

Mr. Berube stated he gets it. I approached the berm issue and some other things. You make a request, and it settles in. They try to get away with as little as possible. I mentioned the learning curve. We have a lot of neighborhoods, and we got caught on the first couple. We will get the doggie pots, benches, trash cans, parks, equipment, and other items because we will not accept it without them. He will do the right thing.

Mr. Walls stated he did not do the right thing by coming here and acting like they are. I am not as accepting of that. I will be respectful to you if you are respectful to us.

Mr. Berube stated you are right. It should all be a plan.

Mr. Walls stated you are much easier going than I am. If I were dealing with him, he would probably hate us.

Ms. Kassel stated he already hates us.

Mr. Berube stated they hate CDDs and HOAs. That is why I asked if he was going to be at the HROA meeting next week; they do not want to deal with it.

**TENTH ORDER OF BUSINESS**

**Adjournment**

The next meeting is scheduled for Thursday, May 25, 2017, at 6:00 p.m.

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