

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, December 20, 2018, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Bill Bokunic	Vice Chairman (via phone)
Kerul Kassel	Assistant Secretary
David Farnsworth	Assistant Secretary
Mike Scarborough	Assistant Secretary

Also present were:

Kristen Suit	District Manager: InfraMark
Timothy Qualls	District Counsel: Young-Qualls, P.A.
Gerhard van der Snel	District Staff: Field Manager
Scott Feliciano	Servello
Jason Miguez	Servello
James Whitaker	Servello
Residents and Members of the Public	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

*Supv Berube* called the roll and stated the record will reflect we have a full Board.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

{There being none, the next item followed.}

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes**

**A. NOVEMBER 29, 2018 - Regular Monthly Meeting Minutes**

*Supv Kassel*: I found a lot of small typographical errors.

On MOTION by <i>Supv Kassel</i> seconded by <i>Supv Farnsworth</i> , with all in favor, the November 29, 2018 regular meeting minutes were approved, as amended.
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**FOURTH ORDER OF BUSINESS**

**Subcontractors Reports**

**A. Servello**

*Supv Berube*: As you know, since Servello has been here, and probably a little before that, we have taken the approach of, if it is growing in or around the pond, we are letting it grow, except for the invasives. The buffer zones in some ponds - Long Pond and a few of the others - have grown pretty tall in some respects and probably need to be cut.

*Supv Kassel*: The policy was actually to mow down to the edge twice a year.

*Supv Berube:* We have not done that; we have been letting it grow.

*Supv Kassel:* You said we have had the policy; no, the policy was to mow twice a year.

*Supv Berube:* What is in the pond; the buffer zone was different, I understand that and we have never mowed it. Servello has never mowed it since they have been onboard, so it has been a year and half, give or take. Mr. Capuletti, who owns the golf course, and Mr. Fusilier asked for a meeting a couple of weeks ago and wanted to know what the program was with the ponds and I explained to them that on non-CDD owned ponds we are required by deed to maintain water flow in and out of the ponds. This is exactly what we have been doing. The look of the ponds, the mowing and the aesthetics has been up to them. Their question is for the amount of CDD fees they pay every year they would at least like to have the buffers cut when the buffers are cut on CDD owned ponds. It seems like a reasonable request. We are not trimming any of the other and not every pond is going to need it. I spoke with Mr. Feliciano before the meeting and they have the equipment and the ability to trim these. The question to the Board is are we okay with trimming the buffer zones on the golf course and the developer owned ponds of which there are three along 192.

*Supv Farnsworth:* When you say the buffer zones, are they CDD owned or merely have an access to?

*Supv Berube:* The buffer zone is the growth area

*Supv Farnsworth:* I know what it is. Who owns it?

*Supv Berube:* When you look at the deed/map for all the ponds, there is a blue zone around all of them that designates a CDD maintenance area.

*Supv Farnsworth:* That is what I was asking.

*Supv Kassel:* It is not owned by; it is an easement.

*Supv Berube:* It is an easement to get to the pond to maintain the pond. The question is, do we want to cut it? It is a no cost deal.

*Supv Farnsworth:* Why has it been so long since we have cut any of them?

*Supv Berube:* Largely because we just have not gotten to it.

*Supv Kassel:* It has not been on our radar apparently.

*Supv Berube:* A lot of it has been getting sprayed at times.

*Supv Farnsworth:* Even the buffer zones?

*Supv Berube:* Yes. Not widespread, but if you look along Long Pond you will see some brown stalks. The problem with the herbicide treatment is when you back it off it leaves the brown mess and again, you are adding chemicals to it. The right way to do it is to cut it. I want the Board to say yes, it is okay to cut all the ponds that need cutting back, despite the fact that they are not ours.

*Supv Farnsworth:* From what you are remembering, it was a policy to do it anyhow; once or twice a year?

*Supv Kassel:* That was until Greg Golgowski left, which is three years ago.

*Supv Berube:* We are not really changing anything, but it is a change from what we have been doing for 18 -to- 24 months. I just want the Board to understand what we are talking about here is engaging Servello to cut in our maintenance area.

*Supv Kassel:* They are not charging us.

*Supv Berube:* No.

*Supv Kassel:* Thank you.

*Supv Berube:* I guess the Board, by everybody saying yes, this is okay to do, go trim them back?

*Supv Bokunic:* I am not for it, I vote no.

*Supv Berube* MOVED to engage Servello to cut back all of the CDD maintenance buffer zones on all ponds throughout the community, and *Supv Farnsworth* seconded the motion.

*Supv Kassel:* May I hear why Supervisor Bokunic is objecting?

*Supv Bokunic:* I think we are setting a precedent. Now everyone who pays CDD fees cut my grass.

*Supv Farnsworth:* It would be a precedent if we did not do it. The precedent was that we always did it in the past.

*Supv Berube:* We always did it in the past; it is just that in the last two years we have not so now we are just backing up to something that was always routine maintenance until about two years ago when the developer changed.

On VOICE vote, with *Supv Berube*, *Supv Farnsworth*, *Supv Scarborough*, and *Supv Kassel* voting aye and *Supv Bokunic* voting nay, the motion passed.

*Supv Berube:* Mr. Feliciano, you know where we are going. Clearly, it is not every pond. Supervisor Kassel, in your recollection, what did we cut it back: 8 -to- 10 inches?

*Supv Kassel:* Yes.

*Mr. Feliciano:* I think the concern he has is, most people scalp it down to the water. We are not talking about that; we going to cut it back 8- to 10-inches.

*Supv Berube:* We want to leave the filtering ability of the vegetation.

*An unidentified speaker:* Who owns the pond next to the tee box on 18?

*Supv Berube:* If it is attached to the golf course, it would be the golf course.

*The unidentified speaker:* You mentioned you own all the ponds.

*Supv Berube:* Any pond attached to golf course property is owned by the golf course. The three ponds that front 192, two of which had fountains in them, are the developer's, Mr. Fusilier's, ponds. Every other pond throughout the community is CDD owned. The distinction that is important is that the CDD is charged with maintaining water flow in and out of those ponds, by deed.

*The unidentified speaker:* Even on the golf course.

*Supv Berube:* Even on the golf course. The pond setup here is designed to keep the golf course dry and feed the water to the outlying areas. We are charged with the maintenance of it and you get into the fine lines of what is maintenance and what is excessive. Some years back we treated the ponds extensively for algae and all that kind of stuff and basically you are dumping chemical after chemical in the pond. It is a living organism and you probably dumping in more chemical than you are killing algae so we stepped back from that and basically

go after invasives and when the pond gets a cover of heavy algae growth we will beat it back. A couple of years ago we had a Duckweed infestation and we got rid of that as well.

*The unidentified speaker:* The pond on Hole 18 is all green. Does the CDD maintain that or is it the golf course?

*Supv Berube:* That is going to be the golf course.

*The unidentified speaker:* There is green scum on the whole pond now.

*Supv Scarborough:* That is the small one that I constantly complained about. It is the one we drug with the floating net.

*Supv Berube:* Is it the Duckweed pond?

*Supv Scarborough:* Yes.

*Mr. van der Snel:* It is a very challenging pond.

*Supv Berube:* Duckweed is ferocious when it spreads. I will ask Mr. van der Snel to take a look at it. If it is Duckweed, we will get on it.

*Supv Scarborough:* It is Pond 28.

*Supv Kassel:* To reiterate, it is mowing all buffers on CDD maintained ponds.

*Supv Berube:* Yes.

*Supv Kassel:* It is twice per year.

*Supv Berube:* Yes.

*Mr. Feliciano:* Or as needed.

*Supv Kassel:* We should be specific because who determines as needed. If it is Mr. Fusilier and the owner of the golf course or CDD residents, we may need to be more specific.

*Mr. Feliciano:* We can do it twice per year; but when I say, as needed, it is because some may need it more. We do not have an issue with going in a third or fourth time to make sure we keep them mowed.

*Ms. Suit:* You are say it is Servello mowing all buffers on CDD ponds twice per year.

*Supv Kassel:* A minimum of twice per year.

*Supv Berube:* I do not know if that made it into your contract or not.

*Mr. Feliciano:* I recall it as mowing down to the buffer areas, but I will look at the contract and either way we will take care of it.

*Supv Berube:* You understand what we need.

#### **i. Grounds Maintenance Status (*Work Chart*)**

*Supv Berube:* What is our mulch start date this year?

*Mr. Feliciano:* I will look at it. I know last year we pushed it back because of the tree trimming. It should go pretty fast this year.

*Supv Berube:* I think it started in March last year, which was a little late.

*Mr. Migues:* We covered November previously. The extras, so far this month, consist of applying the fungicides on the new turf areas on West Five Oaks, Cat Brier dog park, and East Five Oaks. On Tuesday we applied granular ant bait to Town Square.

*Supv Berube:* Last month we had a conversation about the spreadsheet and how we are going to handle it. Did any of that get put in place for tracking of service requests and such?

*Ms. Suit:* I sent it to Mr. van der Snel.

*Mr. Feliciano:* I have no issues with what Mr. van der Snel sent over. With the start of the new year, we will start implementing the new sheet; it will be something between Mr. Migues and Mr. van der Snel. It is a pretty simple spreadsheet.

*Mr. van der Snel:* It is something I can definitely work with.

## **ii. Ashley Park Pool Proposal**

*Supv Berube:* We had a proposal last month that we tabled. I am suggesting we table it again, for a couple of reasons. We have to remember that this year's budget has already been hit by \$53,000 that we decided to spend to cover the debt payment and we added an un-budgeted increase, which will increase the budget this year by \$7,500 for InfraMark's management services. We have plugged in \$16,700 for the road repair, which we may not be able to take out of reserves, depending on how this budget year goes. So far this year we have hit the budget.

*Supv Kassel:* What is the \$16,000 for the road repair?

*Supv Berube:* The shellrock.

*Supv Kassel:* Okay, the one to the community garden.

*Supv Berube:* We are into this year's budget so far for about \$77,000 in un-budgeted expenses. There is always a bit of fluff in the budget, but we have to be careful here; we are only a couple of months in and we have to find \$77,000 to cover it. I will remind you that we had to transfer \$100,000 last year from fund balance to cover last year's budget.

*Supv Kassel:* Plus, we may have more expenditure in terms of covering what is not covered from VC-1.

*Supv Berube:* We have a lot of unanticipated things, and while I appreciate the fact that we probably would like to have Ashley Park spruced up a bit, I think we are in a budget situation where this time saying yes to another \$13,000 is not a good idea.

*Supv Farnsworth:* Is there a problem with doing it if it was delayed three months? Would it still be a useful thing to do? It is not getting drastically worse?

*Supv Berube:* No, this is really just that the whole area looks a bit tired, but it is not terrible; everything is not dead. It came up because someone looked at it and said we could spruce this up. Nobody is complaining about it.

*Mr. Feliciano:* One of the things not showing here is that I approved a 10% customer loyalty discount on the proposal and I can go as high as 12%. You can table it for now, but when you do approve it know that you will have between a 10% to 12% discount.

*Supv Berube:* My concern is we are only a couple of months into this budget year and we have already taken three big hits. I do not want to get into a situation where we have to rob the bank to make the budget balance. I am suggesting we table this to March or April.

*Supv Kassel:* We have to be cognizant of when the weather turns inhospitable for new plantings. What is our budget line item for landscape improvements?

*Mr. van der Snel:* \$25,000.

*Supv Kassel:* How much have we spent?

*Mr. van der Snel:* That I do not know.

*Supv Berube:* A good chunk. I looked at it before the meeting and there is not \$13,000 sitting there that I could see in this month's budget.

*Ms. Suit:* You have spent \$4,166 of the \$25,000.

*Supv Kassel:* We still have over \$20,000 left.

*Supv Berube:* For ten operating months.

*Supv Kassel:* We are not going to pay this out for another two months probably. Are there other areas that definitely need attention more than this area?

*Supv Berube:* Mr. van der Snel is shaking his head yes. He and I had this discussion earlier today. He thinks there are other areas coming up that are in dire need.

*Mr. van der Snel:* Especially with turf, we are not there yet.

*Supv Farnsworth:* When you start getting into that I will add one. The little triangle area across from the dog park there used to be a bush or something there and now there is nothing. In the other area with the mimosa it is in lousy condition.

*Supv Kassel:* The mimosa does bad during the winter; it will flourish come spring.

*Supv Farnsworth:* The triangle section begs for something.

*Supv Berube:* Let us table this to March or April. The Field Manager will take into account Supervisor Farnsworth's request in that area and some other small updates in and around town.

*Supv Kassel:* February or March, please. If we wait until April, it is not going to go in until May.

*Supv Berube:* March is fine. We will have a better idea of where we stand with the budget at that point.

*Mr. Feliciano:* Typical mowing services are still every other week.

*Supv Berube:* The pastries you see on the table were provided by Servello in anticipation of having a much larger crowd here tonight. Please step up and eat some of it so the rest of us do not have to do something about it later. Thank you for bringing it in.

*Mr. Feliciano:* Just to let you know, Mr. Miguez and myself are both on vacation next week. The crew will be here and Mr. Whitaker will be checking on them. Mr. Miguez' email will auto-reply where to call if an emergency should arise.

*Supv Berube:* We need a comprehensive tree management program; a guide. There are 4,000 or 5,000 trees throughout this property that are touchable by you in some manner; meaning inside the neighborhoods, the side streets, the outer streets, in the parks, the neighborhood parks, the areas surrounding the green spaces, all of that. We have done a hit or miss with trees for a decade or so and the result is the trees look like they have been treated on a hit or miss basis. We need a comprehensive tree management plan – lifting the pines, magnolias get special treatments, fertilizers, raising them – it needs to be comprehensive.

*Mr. Feliciano:* I will put something together for the next meeting.

*Supv Berube:* Maybe we separate the tree maintenance from the main contract. I do not know. The trees get out of control, one year we do the inner streets, the next year we do the outer streets, sometimes we do them all and we catch this one and that one. With the amount of trees, we maintain and the age we are getting here we need to know what is going on; we need a different approach than what we are using now. When you trim trees you shred most of that material, effectively turning it into mulch. Is it usable instead of the mulch we buy? What is the ecological impact of using that instead of regular mulch?

*Mr. Feliciano:* The pine bark mulch you purchase is more cosmetic. The mulch we chip is thicker and sharper, and is mulch that has not been treated; so you typically do not want to use it in common areas or focal point areas. When people want that type of mulch, it is for areas you are not going to see. I prefer the pine bark that you use; it is thicker and is good for the flat areas. I would like, when we mulch again, to go in with a smaller mulch; maybe pine bark nuggets.

*Supv Kassel:* How can we use the mulch produced from the trees? Where can we use it?

*Mr. Feliciano:* You may use in areas like on the road going to the shed; you can use it around the garden area; and maybe in the area by lakeshore where the open area is.

*Supv Farnsworth:* It does not work as fertilizer?

*Supv Kassel:* It does as it decomposes. It is not much different than pine bark; it is bigger and more jagged pieces. It is not as aesthetically appealing.

*Supv Farnsworth:* For the garden area could be put on and plowed under?

*Supv Berube:* It would take too long to decompose.

*Mr. Feliciano:* The other thing is it is not even sized chunks like regular mulch.

*Supv Farnsworth:* Did you say you take it to a mulch farm to get rid of it?

*Mr. Feliciano:* We usually take it to the dump because you cannot take it to a mulch company. You can use it for trails and in areas like that.

*Supv Berube:* Once you shred it and it goes into the back of a truck, do you dump it in a pile; and get rid of it when you have enough volume?

*Mr. Feliciano:* Rain or Shine, they come with their dump truck, put it in the back of the truck, and take it away.

*Supv Kassel:* We have a tractor with a front loader now.

*Supv Berube:* If we wanted to use it on the trails we could probably make that happen.

*Ms. Suit:* When you get ready to do the tree trimming again - I know you had problems with parked cars and such - I can work with you and Mr. van der Snel on color-coded maps so the residents and Board know when you are going to be in a section. If the schedule has to be changed, it can be revised and posted on both websites.

*Supv Berube:* When we get into tree trimming again, we will handle it a bit differently than last time. The first step is the plan; let us get a plan and move that forward.

## **FIFTH ORDER OF BUSINESS**

## **Developer's Report**

*Supv Berube:* There is no formal presentation.

*Supv Kassel:* Mr. Leets wanted me to bring some of these maps.

*Mr. Leets:* With the discussion of the lands surrounding the lakes, and where those boundaries would lie; I wanted to make sure we are considering some of the historic trails that were marked as part of the community, but over time had been abandoned by the previous developers. Most of those are in the lands and have legal descriptions. They are basically surrounding the lake and I am not sure if the plan with the developer is to take those legally described parcels and turn them over as they are now or create new boundaries within those and further subdivide their land that surrounds those lakes.

*Supv Berube:* I do not know where that is going either, but it is part of the discussion coming up.

*Mr. Leets:* I just wanted to make sure it was being considered.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Engineer**

{There being no report, the next item followed.}

### **B. Attorney**

#### **i. Acceptance of VC-1 Buck Lake Parcel**

*Supv Berube:* When we get the proposal from the developer we need to be sure of how much buffer area around the lake they are including.

*Supv Kassel:* The question is - are we getting all the buffer area between the CDD property and the water's edge.

*Ms. Suit:* I reached out to the developer and asked him if he could clarify for us exactly what parcel(s) he is referring to because I think VL-1 is very general.

*Supv Berube:* The District Manager and myself had conversations about this. The developer is including everything inside the red line. [Referencing a map] This is VC-10; it includes the land swap area that we initially talked about, the area including the parking lot here, approaching where the basketball court is, and all of the access down to Buck Lake. This is VC-10, which is what the developer said he would deed to us.

*Supv Kassel:* He wants access to the lake.

*Supv Berube:* That is a separate issue; the lake does not have debt on it. This is the piece he is going to transfer to us in exchange for us absorbing the debt. The lake and surrounding areas is a separate topic of this discussion. The question from the District Manager was we are showing 5.14 acres as what he is intending to deed to us and what does that include. That is the piece. There are two years of taxes and CDD debt that have not been paid. It is 5.14 acres, plus the lake, and however much land is going to surround the lake; which is the subject we are kind of touching on now. The developer had said 'mean high water mark' of Buck Lake. I am not sure what 'mean high water mark' means and I am not sure we want to take this with a vague description like that. I think we want to include land surrounding that lake to the extent possible.

*Supv Kassel:* Why would it not be everything within our CDD?

*Ms. Suit:* I think the best way is to get him to come back with the parcel IDs and then you can determine if he has included what you thought.

*Supv Farnsworth:* You need a complete map that shows all the buffer area that exists, and then who supposedly owns it. If they own it, then it should go with the donation.

*Supv Berube:* The only specificity in his letter was VC-10 and Buck Lake and surrounding lands probably up to the 'mean high water mark' is what he said.

*Ms. Suit:* What started this is he referenced it as BL-1, so I thought the first step is to identify exactly what parcel or parcel numbers he is referring. It will answer a lot of the questions and then if there are additional questions or if there are things missing we assumed would be included we can go back to him and it might just be a matter of him not realizing he did not include them.

*Supv Berube:* That is what we need to know. We know what VC-10 is, and it 5.14 acres. That is where we are at and the question becomes, Mr. Leets and Supervisor Kassel, as you suggesting the developer deed enough land surround the lake to include these trails? Do we want the trails to come under the CDD purview?

*Supv Kassel:* For Butterfly Trail they are probably not intending to deed us all the land you see there. [Referring to a map]

*Mr. Leets:* Most of it is now under the Harmony West CDD.

*Supv Kassel:* At least the land within our CDD, the dark shaded green area.

*Supv Berube:* The dark shaded green out to Billy's Trail and beyond.

*Supv Kassel:* The land between the CDD owned and the lake. [Pointed out areas on a map]

*Mr. Leets:* The question is are they going to further subdivide those lots which already have legal descriptions to make a new boundary where they have a sliver and we own on the other side of it. Or in those cases where we already own the land behind it can we get the entire parcel.

*Supv Berube:* We can speculate forever and until the developer tells us what his desire is we do not know. We need the next map from the developer and once we get that we will know with specificity what we have to ask for.

*Mr. Qualls:* I have a meeting set up with Mr. Jerman on January 15<sup>th</sup>. I would appreciate it if the Board would consider sending a liaison to that meeting. As much as I would like to understand the discussion that just took place you are more intimately familiar with the dark green area. Here is what I know: we did some research and – briefly for the record, because the motion was that this was accepted, but wanted the District Manager and District Counsel to look at it – we have had several good discussions about it over the last few weeks. The first simple question is; “*Does the District have the legal authority in Florida to accept the conveyance.*” Yes. It is expressed in Florida Statute 190.012(H)(2)(a). The District has the power to acquire property. The big picture question we asked is; “*Does acquiring this property help the District fulfill the District's single purpose, which is the management of infrastructure.*” I think an argument can be made that it does. You have the special power of parks and recreation, and this ensures access to Buck Lake for residents in perpetuity. It is one of your recreation facilities, so I think you are on solid ground to say that acquiring that property fits within the purpose of the District to maintain parks and recreation facilities. The second thing we wanted to look at was whether any of the bond documents would preclude this type of transaction. We reached out to Mr. Mike Williams at Ackerman, Senterfitt, who is Bond Counsel. He agrees that this is legal in Florida and he agreed to take a look at it. There is nothing in the Limited Offering Memorandum that would preclude this or in the Master Trust Indenture. There is nothing that addressed this situation; but there is some interesting language in Series 2004 Limited Offering Memorandum that says, “*when assessments on a piece of property are vacated or set aside by the judgment of the court or if the assessments are irregular or defective*”, that is not what is going on here, in that case, “*the District is required to reassess the property or in its sole discretion make up the amount of such assessment from legally available monies.*” Same thing as if this were to go to tax deed sale due to non-payment of special assessments. There is a duty for the District to pay the bondholders in the bond documents out of legally available funds. Our conclusion there is that the District is authorized, and nothing in the bond documents precludes this arrangement; and the District is entitled, in its discretion, to pay the bond debt on VC-1 from legally available monies. Having determined that, we then looked to the experts at InfraMark who did a draft that was sent to everybody so we could review and make a policy decision on what

bond obligations exist against this particular 5.14 acres, and whether the District has legally available funds to cover those. That is a policy decision; you have to, either on your O&M - those would be spread to other parcels unless you can fund the difference by adjusting your budget - or if there is other legally available funds. Then, if you can find the Debt Service dollars, we would advise, and Mr. Williams agreed with this, that we would draft a contract that we would record, and it would essentially be between you and the bondholders, that would let the bondholders know the District is going to continue to pay these obligations for the remaining term of the bond. That would hopefully give the bondholders assurances, albeit contractual, versus these are liens against real property, but it would give the bondholders assurances they would be in good standing in holding these bonds because the outstanding debt would be paid.

*Supv Berube:* In effect, we have already done that once.

*Mr. Qualls:* By covering the default, yes. In that case you were required to.

*Supv Berube:* We are probably going to do it again because the second year of deficiency is going to come up shortly and it is going to roll again. There is a bit of urgency to get all of this done because as these continue to multiple, it is always going to tax certificate and they continue to mount; which brings me to the next point. This land is already subject to a tax certificate sale and nobody bought it. To get clear title to this becomes complicated, and how do we handle that. The tax certificate it is sitting at the County; we have already covered the debt, and we cannot access ourselves.

*Supv Kassel:* We can take it off the roll.

*Supv Berube:* Is that how we get rid of the tax certificate?

*Mr. Qualls:* F.S. 197.122: and this is the beauty of the uniform method you use for collecting your assessments. What F.S. 197.122 says is, those are a first lien, superior to any other liens, and they run with the property; so no, transferring this over to the government does not get rid of past liens against the property; those would need to be satisfied. What it does, though, is make the property un-assessable in the future because the government is not going to tax itself. The lien is not going to go away.

*Supv Berube:* Who holds the lien?

*Mr. Qualls:* The government.

*Supv Kassel:* We do, or Osceola County?

*Mr. Qualls:* Both. You have the County, the School Board, and the cities that hold the lien on the ad valorem property taxes, but Mr. Jerman has apparently agreed to pay those.

*Supv Berube:* The property taxes are two cents. That is why he agreed to pay it.

*Supv Farnsworth:* What about the back taxes.

*Supv Berube:* The tax bills outstanding are CDD; it is \$50,000 or \$51,000; plus, what you see are the interests that are mounting. The tax bill on the property is two cents.

*Supv Farnsworth:* What about clearing that?

*Ms. Suit:* That has to be paid.

*Mr. Qualls:* That is not because there is a tax lien against the property through the tax notice process; that is because of the obligation to the bondholders.

*Supv Kassel:* We have already paid that obligation to the bondholders.

*Mr. Qualls:* Not for the future years.

*Supv Kassel:* We are not talking about the future years; we are talking about what is owed to the County now.

*Ms. Suit:* You paid the Debt Service. What you're confusing is because the \$51,000 almost looks like the total Debt and O&M due on that parcel every year, but what you paid for the shortfall was just the Debt Service of \$28,000. If the tax certificate were bought, the money would come back.

*Supv Berube:* The difference is, when the developer gets a bill from the county, it has Debt Service and O&M in it. When we are looking at this, we are just concerned with the Debt Service; because that is our requirement to pay.

*Supv Kassel:* We have to pay the whole thing to the County; then we can put it back in our funds; that is what Ms. Suit just said.

*Ms. Suit:* That is not what I said. When you are saying "*we already paid that \$28,000*", I guess it goes back to the question of, if someone purchased that certificate, the money would go back into your funds.

*Supv Berube:* When we do this, we are basically paying ourselves back; that is what it comes down to. The numbers will all jive when you get through. The bottom line is this; you have about \$28,297.75 per year on VC-10 due through 2036. \$28,000 times 18 years is almost \$500,000. The other piece is, you have the O&M which is about \$23,000 per year, but that goes on forever. That is different because we are not required to pay O&M. We must pay the bondholders; that is our obligation. The O&M just gets blended into the overall; we do not have to write a check for \$23,000 to anybody for the O&M. We are just not going to get any income from that on land that we now own. Do we have to maintain it; yea, I guess. Is there a \$23,000 cost there; probably not, but that is what a landowner would pay if he did. Our real fixed obligation, to absorb this, is the Debt Service requirement for the next 18 years.

*Mr. Qualls:* Yes, that is your duty to the bondholders.

*Supv Berube:* That is our number; and it is whatever it is.

*Supv Kassel:* My original question was, "*how do we clear the lien*", and it has not been exactly answered. How much has to be paid; and what of that do we get back?

*Mr. Qualls:* It is a great question, and here is what I think is the answer. We did a memo on this, so I will review it. What I would think you would have to pay is your obligation to the bondholders; otherwise you are just paying yourself.

*Supv Berube:* In effect we set the tax roll and send it to the Tax Collector to say this is what we want you to collect for us and we pay you 4% to do that. As you collect it, you give it to us and we put it in the bank. We gave them a bill to collect and they are not collecting it. When we take it over, in effect, the bill becomes null and void; because it is now our bill.

*Mr. Qualls:* I do not think that is the way it would work. Your theory is correct, but I am not sure I agree with every single word in that statement.

*Supv Berube:* In simple terms [what is the correct wording]?

*Mr. Qualls:* What I believe is, the money for the interest and the non-ad valorem assessments is coming to you anyhow; it is your money. Out of that money, the only requirement of the District is to satisfy what would go to the bondholders. If you paid the Tax Collector the difference between what you paid the bondholders and the remaining penalties and interest due, you are essentially paying the Tax Collector for the Tax Collector to pay you back; and that does not make sense.

*Supv Scarborough:* It is 4%.

*Mr. Qualls:* Mr. Vickers may still want his 4%, but I would say, “*Why? There was nothing collected, so you do not get 4% on what you did not collect.*”

*Supv Berube:* I think, to Supervisor Kassel’s question, we are not going to write a check for \$50,000 or \$60,000 to clear those bills. That is not what we are going to do.

*Supv Kassel:* I do not think we actually have an answer to how we clear those liens.

*Mr. Qualls:* By paying the bondholders, you have satisfied your obligation.

*Supv Kassel:* We have satisfied our obligation to the bondholders, but what about to the County.

*Mr. Qualls:* The liens on the non-ad valorem assessments are your liens.

*Supv Kassel:* What about the School Board, Library?

*Mr. Qualls:* That is the property tax piece that the developer has agreed to satisfy.

*Supv Berube:* It is two cents; and why he has agreed to pay it.

*Mr. Qualls:* Maybe there is a way to meet in the middle on this somehow on the non-ad valorem piece.

*Supv Berube:* We have to wait for the developer for next month to come up with the map of what he is going to give us. How about you investigate and tell us in non-legalese what is going to happen to the two outstanding bills. How do we get rid of that and what is the impact to us on it? It is still going to come down to the same thing, our requirement for doing this is 18 years of payments at \$28,000 per year; that is going to be our fixed cost for getting this done. To District Counsel’s point that you have to pay it from legally available funds, it is already sitting there in the budget because we have budgeted \$330,000 a year for streetlight buyouts, which we have already done. \$28,000 comes out and there is still money left over, even if you add all of the O&M in if you wanted to do that.

*Mr. Qualls:* Will you send me those tax notices?

*Supv Scarborough:* How many have we paid so far?

*Supv Berube:* We have not paid any of them. We paid the shortfall in the Debt Service. Mr. Qualls, if you want to look, the parcel is 30-26-32-2614. We are basically at an impasse until we get further information from the developer and from District Counsel as to what happens with these funds. I think we are on the same page we were last month, but now we are getting into the specifics of moving forward.

*Supv Farnsworth:* The last portion of what the District Manager put together was not specifically addressed. That is, once you accept this donation, it is going to cost everyone additional assessments.

*Supv Berube:* It does not mean the budget is going to go up. It just changes the way the budget gets allocated within itself.

*Supv Farnsworth:* To keep the budget the same everybody is going to pay more.

*Ms. Suit:* You will either have to reduce your budget by \$23,000 or you increase your assessments.

*Supv Farnsworth:* If you keep the budget the same, everybody is going to pay slightly less than 3% more.

*Mr. Qualls:* 3%?

*Supv Farnsworth:* 2.76%.

*Supv Berube:* You are forgetting the money to cover it is already there in the streetlights. That is why this works, we do not have to do a budget increase to make this happen; the funding is already there. We have been using \$300,000 to \$400,000 every year.

*Supv Kassel:* Then why did we table the landscaping proposal?

*Supv Berube:* Because we have eaten into this year's \$330,000. How much did we spend? Considering the leftover from the \$330,000 this year and the \$53,000 we spent, we are still over the \$330,000 for this year.

*Supv Kassel:* What do you mean we are still over?

*Supv Berube:* We spent \$287,000 for the buyout.

*Supv Kassel:* Was that this fiscal year or last?

*Supv Berube:* That was this fiscal year. It left us \$43,000.

*Supv Kassel:* We have spent it already?

*Supv Berube:* We are up to about \$77,000 that we have spent already. We have moved forward just a little bit and we are waiting on the District Manager to use her persuasive ways to get us some solid information from the developer.

*Ms. Suit:* I am also going to attend the meeting on the 15<sup>th</sup>.

*Supv Berube:* Do you need another liaison for the meeting?

*Mr. Qualls:* I need one liaison for the meeting.

*Supv Kassel:* Where and when is it?

*Mr. Qualls:* It is the 15<sup>th</sup> and the location is wherever will work. I happen to be teaching a class the next day, but I can come here or we can meet anywhere.

*Supv Kassel:* I am available between 1:00 p.m. and 3:00 p.m.

*Mr. Qualls:* It is at 1:00 p.m.

*Supv Bokunic:* I can probably make it.

*Supv Berube:* I can probably make it.

*Mr. Qualls:* Unless we are going to notice a Board meeting, I only want one liaison.

*Supv Berube:* Are you volunteering, Supervisor Kassel?

*Supv Kassel:* I did.

*Supv Berube:* Your liaison is designated.

*Mr. Qualls:* Where would you like to meet?

*Supv Kassel:* Here.

**C. Field Manager**

- i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)**
- ii. Facility Use Records (Inclusive – Boats & Other)**
- iii. Resident Submittals (Facebook & Direct)**
- iv. Pond Maintenance (Chart & Map)**

*Mr. van der Snel:* You have read my reports, I hope. Do you have any concerns or questions?  
{There being none, the next item followed.}

**v. Field Staff Christmas Merit**

*Supv Berube:* Last month we had a request from the Field Manager to award a performance award to Field Services staff. District Counsel has given his blessing, is that correct?

*Mr. Qualls:* Yes, my advice was as long as this is not just a spur of the moment bonus. This is a performance based one-time payment and it can be a policy decision of the Board to do that.

*Supv Berube:* I think the decided on number last month was ½ of 1% of yearly salary.

*Supv Farnsworth:* With the total being less than \$1,000.

On MOTION by *Supv Berube*, seconded by *Supv Scarborough*, with all in favor, Field Services performance based award of 0.05% of annual gross annual salary, with a not-to-exceed combined total of \$1,000, was approved.

*Supv Berube:* What is the payroll period?

*Mr. van der Snel:* January 3<sup>rd</sup>.

**SEVENTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements for November 30, 2018**

*Ms. Suit:* Next are the financial statements for November 30, 2018.

*Supv Berube:* Are there any questions or concerns?

**B. Approval of: #224 Invoices, Check Register and Debit Purchases**

[It was noted that the agenda states #223, but it should be #224]

On MOTION by *Supv Berube*, seconded by *Supv Kassel*, with all in favor, the Financial Statements for November 30, 2018, Invoice Approval #224, Check Register, and Debit Purchases, were approved.

**C. Discussion of District Manager Special Topics**

**i. Meeting Summary & Action Items Status**

*Supv Farnsworth:* The only thing here was to confirm all the action items have been addressed in this

meeting. What about the sailboat?

*Mr. van der Snel:* It is pending. I made copies of the title and all the other materials the owner provided and sent them to InfraMark. We have come to the conclusion the value is around \$1,500 so it does not have to be insured under our package because our deductible is \$5,000. As far as I am concerned it is done and we are good to go.

*Supv Farnsworth:* Do you have it floated?

*Mr. van der Snel:* No, it will be stored behind the boathouse. We had to relocate the new 20-foot boat to the other side and it will make it a little harder for us to put the sailboat there.

*Supv Berube:* A month or two ago we got a list of property that was part of our property insurance coverage. It was evident to me that there were many things that were not listed. The District Manager and myself had that conversation and she went back to the carrier and found we had certain minimal limits and anything worth less than \$5,000 is considered non-reportable and goes into a separate fund. I think we have it at \$80,000 in combined value. Everything over \$5,000 in value seems to be on the property list. Our general liability policy covers everything that does not have to be scheduled. We just have a general liability like the sailboat. The District Manager did a fine job going back and forth with the various carriers trying to get all the questions answered. I am pretty confident our insurance is where it needs to be.

*Ms. Suit:* They said \$1,500 does not meet the deductible and I posed the question of is there any reason why we would need to insure this and she came back with if it were to hit another boat or something, but with our total limit, we are fine, we are covered.

*Mr. Qualls:* We did draft an affidavit that we will get the sailboat owner to sign saying that he has donated it to the District. We will go ahead and get it signed. To your point, I do not think we need to add the language that the District is free to do what it wishes because once it is the District's property to dispose of it we would follow the surplus property guidelines.

*Supv Berube:* You mentioned the new 20-foot boat. Did the old one come out of the water yet?

*Mr. van der Snel:* Yes. The old 20-foot boat is now dry-docked and is behind the CDD office. I would like to ask the Board if I could put it up for sale. It will take a lot of time to strip the boat and put it back to where it was; time that we do not have.

*Supv Berube:* You realize you are going to get \$50 for it?

*Ms. Suit:* Was it insured? Do we need to take it off the coverage?

*Supv Berube:* We still own it, so do not take it off yet.

*Mr. van der Snel:* It will be sold without the trailer; we still need the trailer. We will take the motor off and the batteries out, so it is pretty much a boat with worn down seats. The aluminum value will be about \$200, but that is about it.

*Supv Scarborough:* Is it worth it to take the motor off?

*Mr. van der Snel:* The motor is fairly new. It is the same motor we use for the others, so we can use it as a spare.

*Supv Farnsworth:* Are the seats the only things that have to be replaced to put it back into service?

*Supv Berube:* The deck needs replaced.

*Supv Farnsworth:* What is the deck made out of?

*Mr. van der Snel:* Wood.

*Supv Scarborough:* It is rotted.

*Mr. van der Snel:* It is in horrible shape, and you have to strip the complete boat.

*Supv Berube:* What you have is two pontoons with welded in cross-braces with trusses set across the top of it raising the deck off the top of the pontoons, then there is aluminum framework that surrounds the marine plywood.

*Supv Scarborough:* From what I remember, it is long past its life. You can probably scrap the aluminum for more than you can sell it.

*Supv Berube:* If we decide to sale it the procedure is the District Manager has to place an ad in the newspaper advertising the District has surplus property to get rid of and then we have to take sealed bids to see what happens.

*Ms. Suit:* How much are we talking about here?

*Mr. van der Snel:* It goes by bids.

*Ms. Suit:* I know, but by the time you advertise and everything, if it is worth that little money?

*Supv Berube:* Can we just dispose of property any other way beside bidding?

*Mr. Qualls:* There is a surplus guideline I will have to look at. We have done it before.

*Mr. van der Snel:* If we scrap it.

*Supv Scarborough:* You can scrap the aluminum.

*Mr. Qualls:* You can scrap it as long as Florida law allows it, which I do not know off the top of my head.

*Supv Berube:* District Counsel will give us a memo on the disposal of District property.

*Mr. Qualls:* I think we have done this before so we will find the old one we have done.

*Supv Berube:* We have always bid it.

*Supv Farnsworth:* From everything I am hearing, it sounds like you are going to get more scraping it than trying to go through the sales process.

*Mr. van der Snel:* If you scrap it you still have to strip it.

*Supv Scarborough:* No, they just give you less.

#### **D. Facilities Usage Applications**

##### **i. Soccer Shots (Revised) – 40 Saturdays, 3 to 5 pm**

*Ms. Suit:* You ask me to come back with a specified time. They said 40 Saturdays from 3 to 5:00 p.m.

*Mr. van der Snel:* That is a lot of Saturdays.

*Supv Scarborough:* They want the whole field?

*Supv Farnsworth:* No, they are wanting a fairly small area.

*Supv Berube:* They want about 600 square feet.

*Supv Kassel:* They can be next to the soccer field, but the area to the west of the soccer field gets mushy when there is a lot of rain.

*Ms. Suit:* It is 30 to 40 children plus parents.

*Supv Berube:* The fact of the matter is what are we using it for; there are no leagues there; it is an open field, they are not going to tie up the soccer field and the rest of it is grassy area.

*Supv Kassel:* It means that residents cannot use the field at that time for 40 weeks of the year.

*Supv Berube:* It is a couple of hours on a Saturday.

*Supv Kassel:* Weekends are particularly important.

*Supv Berube:* If you read the application, it said this came about because they are typically doing it in St. Cloud now and they have a number of Harmony residents that are going to St. Cloud who asked Soccer Shots if they could bring it to Harmony. It emanated from Harmony residents wanting to play here.

*Supv Farnsworth:* I do not think anybody has an objection to them using the other area, but would it still be the \$5?

*Supv Berube:* Yes.

*Supv Farnsworth:* This amount of time totals out to about \$400; as long as that is clear.

*Supv Berube:* The fee, payable in advance and non-refundable, is \$400. Is everybody okay with that?

*Supv Kassel:* I am divided about it, considering the state of our soccer field, what the state is going to be, and how much money we are spending on it. I am concerned about the additional intensive usage for 40 Saturdays. Other people are going to be using it too, but they may be demanding of a higher quality.

*Supv Berube:* For this request, he said a grassy area and it does not have to be the soccer field.

*Mr. Leets:* Can we stipulate that over the 40 weeks they are not using the same patch every time.

*Mr. van der Snel:* That is a good idea.

*Supv Kassel:* They could possibly use the area to the east of the dog parks or on the east side of the Buck Lake Park.

*Supv Berube:* They specifically requested restrooms because they have little kids.

*Supv Scarborough:* I assume they want to practice soccer.

*Supv Farnsworth:* It is 2 to 8 year olds.

*Supv Berube:* They specifically said they do not need the soccer field; they just need a patch of grass.

<p>On MOTION by <i>Supv Berube</i>, seconded by <i>Supv Scarborough</i>, with all in favor, the Soccer Shots usage application for 40 Saturdays from 3 to 5:00 p.m., with a \$400 non-refundable fee to be paid in advance, was approved.</p>
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**ii. Town Square – HHS Athletic Booster Club – February 23, 2019**

*Ms. Suit:* The second application is for the Harmony High School (HHS) Booster Club.

<p>On MOTION by <i>Supv Kassel</i>, seconded by <i>Supv Berube</i>, with all in favor, the HHS Athletic Booster Club usage application was approved.</p>
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## **EIGHTH ORDER OF BUSINESS**

## **Topical Subject Discussions**

{There being none, the next item followed.}

## **NINTH ORDER OF BUSINESS**

## **Supervisors' Requests**

[First Special Topic]

*Supv Kassel:* What is happening with the paving?

*Mr. van der Snel:* The paving was postponed because the paving company wanted to do it during the school vacation at the pool areas and I asked them to postpone it.

*Supv Berube:* The paving or the pavers?

*Supv Kassel:* The paving stones.

*Mr. van der Snel:* I asked them to look at the two areas of the benches to see if we can pave that also.

*Supv Kassel:* Where the kiddie-pool is in the big dog park there is a raised area with railroad ties, but around that is a muddy patch. There are pavers in the dog park in front of the shed. They have been there since the paving job.

*Mr. van der Snel:* I thought you meant the pavers at the shop that we have.

*Supv Kassel:* There are probably 150 pavers at the dog park.

*Mr. van der Snel:* We can do that.

*Supv Kassel:* That is what I asked you for.

*Mr. van der Snel:* I thought you meant the pavers at the shop.

*Supv Kassel:* If we could take those pavers and put them around that area. I will make another request – small rubber mulch at the entrance to the big dog park to replace the cement fines that were a mess at the entrance. It is a gritty muddy mess when it is damp.

*Mr. van der Snel:* Maybe we can put the mulch from the tree trimming.

*Supv Kassel:* Maybe that will probably be a mess, too.

*Supv Scarborough:* Any mulch is going to be a mess.

*Supv Kassel:* Not rubber mulch.

*Mr. van der Snel:* For rubber mulch I will have to bid on that because he will have to do that.

*Supv Scarborough:* You can do the loose rubber mulch.

*Supv Kassel:* Loose, not the formed rubber mulch.

*Mr. van der Snel:* Are you afraid the dogs will choke on it?

*Supv Kassel:* They will probably chew on it. I do not know what the toxicity is.

[Second Special Topic]

*Ms. Evelyn Franco-Alvarez:* Sorry I was late. I wanted to know about extending the pool hours. I understand that from what people have been writing on Facebook that it was approved by the Board.

*Supv Kassel:* I do not think so.

*Supv Berube:* We discussed it last month and the general concept was not denied; meaning, by my interruption, if there is enough emphasis from residents meaning if people would show up to say they want longer hours at the pool then the Board would further research it and deciding what we need to do to make that happen. I do not know how many people are here tonight that want to have the pool hours extended.

*Ms. Franco-Alvarez:* My understanding was also that the Board all supported the idea.

*Supv Berube:* I know what it says there; but believe me, I was at the meeting and I know what we did.

*Supv Farnsworth:* Who wrote that?

*Ms. Franco-Alvarez:* I do not know who these people are, except for Mark LeMenager.

*Supv Farnsworth:* That was his opinion.

*Ms. Franco-Alvarez:* Is it or is it not supported? What do we have to do? Should there be a petition? I am here to find out what we need to do? I did a poll on Facebook and over 200 people said they wanted it. Now, obviously there are not 200 people here, but that is what I am here to find out. What do we have to do? Can we do a petition? Do people have to physically be here or what?

*Supv Kassel:* Here are some of the issues the Board has to negotiate in regard to keeping the pool open later – one is lighting. There are certain statutes or ordinances.

*Mr. Qualls read:* “Night Swimming - the pool shall not be open for swimming at night unless lighting is provided as approved by the jurisdictional building department.” It will be getting an operating permit and getting it approved. There are some legal requirements.

*Supv Kassel:* There are legal requirements, expenses involved for installing lights, and even bigger than that is, how are we going to make sure the pools are kept safe. There is a supervisory capacity that currently our field staff ends their shift at 4:00 p.m.

*Supv Berube:* Even if you brought 50 people to a meeting and they all said “*we want it*”; once the word gets out that the Board is going to move down this road and approve longer pool hours, from past experience of things, the next month there will be 50 people in the audience saying “*no, we do not want that to happen*”, and this is the way it is going to go, back and forth. Let us presume the Board agrees and says they want to extend the pool hours; what time do you want the pool to close?

*Ms. Franco-Alvarez:* 9:00 p.m.

*Supv Berube:* Ma’am what time would you want the pool to be open until?

*An unidentified speaker:* 9:00 or 10:00 p.m.

*Supv Berube:* Sir?

*An unidentified speaker:* I will take 9:00 p.m.

{Other voices concurred with 9:00 p.m.}

*Supv Berube:* We have five people all in agreement that 9:00 p.m. is going to be the closing time. You have to remember, there are 1,000 [residents].

*Ms. Franco-Alvarez:* So the suggestion you made, about finding out if there is 800 people, because that is how it all started. You said there are 800 people and if 10%, or 80 people, wanted it we would consider it. I do not remember the exact verbiage, so that is when I did the poll. There was a significant amount of people who said yes.

*Supv Berube:* How many people said no – 90?

*Ms. Franco-Alvarez:* I did not see 90 on the poll.

*Supv Berube:* Go back and look at it.

*Ms. Franco-Alvarez:* In any event, you said if we had at least 10%; and we had more than 10% that said yes. We are going by what you are stating that if we did this and this, so I did that and we got the results. Now, you are saying that the staff ends at 4:00 p.m., but the pool technically closes at 7:45 p.m.

*Mr. van der Snel:* In the summer, 7:45 p.m.

*Ms. Franco-Alvarez:* Does your staff stay until 7:45 p.m., or do they stay until 4:00 p.m.?

*Mr. van der Snel:* They come back [if needed].

*Ms. Franco-Alvarez:* If they can come back at that time, I do not understand. There are other places that do it. I understand financially you need stuff, but when you talk about there being \$300,000 available, and I know that people want a community center, these are just ideas. There are people who want pool hours extended, and we want it to be heard that we want it to happen.

*Supv Berube:* You have been heard. The money is not the problem. When we look at this, we have to consider all the people who live here that are affected by this.

*Ms. Franco-Alvarez:* You said that, and a lot of people want it.

*Supv Berube:* There are a lot of people who will punch buttons on a keyboard all the time. I am not trying to turn you down.

*Ms. Franco-Alvarez:* It seems like you already have a plan as to what you want and are voting on what you want.

*Supv Kassel:* I want to say that whatever Supervisor Berube posts on Facebook does not represent the Board. It represents only Supervisor Berube's opinion.

*Ms. Franco-Alvarez:* That is fine, but it was under his suggestion that I did the poll to even begin with. Now, we did the poll and got results and it seems like it is not feasible to happen, but yet everything you are presenting, and I have been listening to what you are presenting, and it is yes. To me it does not seem fair.

*Supv Farnsworth:* Nobody has said no at this point. We are basically pointing out what else we have to do.

*Supv Kassel:* What we have to consider before we can say yes. We cannot say yes before we figure out the logistics.

*Supv Berube:* If you read all of my words I have also said you need to bring you and your friends to a CDD meeting.

*Ms. Franco-Alvarez:* They are not my friends; I have said I do not know these people. These are just people who live here and they said yes. Just like I did not know you; other than by name.

*An unidentified speaker:* What can we do next to help encourage it to move forward? Maybe that is the better question.

*Mr. Leets:* In the days leading up to the next meeting make posts drumming up support for it.

*Ms. Franco-Alvarez:* I did that earlier this week because on a previous post you had told me it was the 19<sup>th</sup>.

*Supv Kassel:* I think the CDD needs to do some research on what the costs would be to install lights and have staffing just to discover what logistically would be required.

*Supv Scarborough:* Hypothetically, assuming you get this number of people in here, at some point we will have to move forward with trying to investigate and determine what is needed to make it happen or we have to say no to it. This is the second meeting we have talked about it so what should we do right now?

*Supv Kassel:* That is what I am saying; we should find out what the costs are to install the lights that would be needed.

*Supv Scarborough:* We covered that, \$10,000.

*Supv Kassel:* We do not have bids.

*Supv Berube:* That is the cost we had four or five years ago.

*Supv Farnsworth:* That number came off the top of somebody's head.

*Supv Kassel:* It was not an actual bid.

*Supv Berube:* We had a number because we looked into this previously, and it was at least five years ago, which is probably not a good number, if you are moving.

*Supv Kassel:* I am not moving; I am simply suggesting that we, at this point, look into what the costs would be to light the pool so it can be used in the evening, and what the costs would be in terms of field staff.

*Supv Scarborough:* Does it need to be staffed?

*An unidentified speaker:* It can be set on a lock to come in or out, and you can add a camera to monitor it.

*Supv Kassel:* We already have all of that, and we still have problems; that is the point.

*An unidentified speaker:* You would have to figure out your problem to handle both ends of it.

*Supv Kassel:* We have field staff during the day to handle it; we do not have field staff at night.

*Supv Berube:* Leaving field staff out of it; the first step is how much will it cost to light it adequately. Can you figure that out for us?

*Mr. van der Snel:* It will be about \$20,000 to install.

*Supv Kassel:* Do we have a bid?

*Mr. van der Snel:* No, but I did some research on it. According to the Florida Health Department, the process needs to be completed by a certified lighting installer, engineered, with design submitted to the Florida Department of Health. *"Pool lights shall be of such number and designed to illuminate all parts of the pool including the water, depth markers, signs, entrances and restrooms, safety equipment, deck areas and walkways according to the Florida Board of Health Association."* There is putting the lights up, but also the permitting, engineering, and everything that comes with it.

*Supv Kassel:* Why are we not discussing field staff?

*Supv Berube:* I wanted to know the number for the lights, and now we know the number.

*Supv Kassel:* We do not know the number because that is an estimate; we do not have any actual bids.

*Supv Berube:* To get a bid you have to spend money for engineering.

*Supv Kassel:* We spend money on engineering for other things. We can ask our engineer to give us a guesstimate of what he believes it would cost to light the pool in the evening. I do not see that as an issue and I do not think it is going to cost more than a couple hundred dollars for him to give us an idea. I do not think it is fair to tell a resident you get a certain proportion of people to be on the side of extending the pool hours and

then knocked it down without actually looking into it. If you encouraged her to do that we should at least have integrity about looking into what the costs are going to be and what the feasibility of it is without just turning it down.

*Supv Berube:* I did not turn it down.

*Supv Kassel:* You were effectively putting the kibosh on it.

*Supv Berube:* No, I said what I have learned over years of having these questions come up is not to react to a couple of people, or five, that insist on having something done. You react, and then you get the equal and worse opposite reaction; because that is what is going to happen.

*Supv Kassel:* There has not been an equal and worse reaction on Facebook since the various polls were put out. That is not to say there are not, but when you tell a resident if you get a certain percentage of people and they do, that we would consider it; and then you are really saying we are not considering it. Let us see what it takes. I do not think it is that big a deal.

*Supv Berube:* I am fine; I did not say no. I just wanted more people to show up to tell me what they wanted. We got five, so we are going.

*Supv Kassel:* Ms. Suit, can you request the engineer look into this possibility, and what the costs would be?

*Ms. Suit:* We can ask him to look into it. It is going to be permitting, lights, and things like that.

*Supv Kassel:* The engineer can give us an idea of the costs.

*Supv Farnsworth:* There is going to be a design engineer involved someplace; a lighting specialist.

*Supv Berube:* The Department of Health has very specific requirements.

*Supv Scarborough:* The easy part is figuring out how much the lights would cost to install.

*Ms. Suit:* I can tell you, it is very costly to do this. It is not just a matter of high voltage lights.

*Supv Farnsworth:* It is a one-time cost.

*Ms. Suit:* It is an upfront cost.

*Ms. Franco-Alvarez:* When you say a lot of communities, how many communities have them, as opposed to how many do not?

*Ms. Suit:* I am not going to put a number on the record; I am just saying most communities prefer not to do it because it is costly to the District and costly to the staff. There are security measures.

*Ms. Franco-Alvarez:* It is costly for us to live here.

*Ms. Suit:* I am not getting involved in that; I do not make these decisions.

*Ms. Franco-Alvarez:* Things cost money.

*Supv Berube:* It is a major change from what has gone on for a long time and it is not an easy change to make. As this proceeds on, you will see some opposition come up, but that is okay. That is what discussion is for and we will figure it out. We are taking the next step to find out what the lighting costs and we can make that decision from there. We will then figure out the staffing costs of having people come by, and then the next thing will be setting an hour of when the pool will close. It seems from the group tonight, 9:00 p.m. seems to be the number. We will move forward and see where this ends up. The next meeting is January 31, 2019.

*Ms. Franco-Alvarez:* I know you are looking into it, but would a petition work or no?

*Supv Berube:* We have heard you.

*Supv Farnsworth:* You have already done that.

*Supv Berube:* Thank you for coming out and voicing your opinion.

*Ms. Franco-Alvarez:* Thank you for listening.

**TENTH ORDER OF BUSINESS**

**Adjournment**

{There being no further business,}

*Supv Berube* MOVED to adjourn and *Supv Scarborough* seconded the motion.  
On VOICE vote, with all in favor, the meeting was adjourned.

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Kristen Suit  
Secretary

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Steven Berube  
Chairman