

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 19, 2013, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Brock Nicholas	Harmony Development Company
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

Approval of the Minutes of the November 21, 2013, Regular Meeting

Mr. Berube reviewed the minutes of the November 21, 2013, regular meeting, and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 15 should read, "Ms. Snyder stated it is ~~not~~ just as unsafe on a pond that does not have a house on it as it is on a pond that does have a house." Page 16 fourth line from the bottom should read, "I have not expressed any particular opinions about this particular ~~role~~ rule." Page 17 should read, "My concern is that the Sunshine Law is very specific but has a couple ~~perquisites~~ prerequisites." Page 20 fifth line from the bottom should read, "Mr. Berube stated I think you can continue with this new product, and we will look at it again in six months." Page 52, I am not sure what this sentence means, and Harmony should be capitalized. "We are supposed to be living here in harmony, and we are trying to build this community up the proper way."

Mr. Moyer stated I think the idea is living in Harmony, we are supposed to be building up the community. It is a fragment in the middle of a sentence.

Mr. Berube stated there was a double entendre. It could be harmony or Harmony, depending on how you want to take it.

Mr. Farnsworth stated page 44, line 15 should read, "It might as well ~~muffle~~ muzzle us completely."

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of the November 21, 2013, regular meeting, as amended.

THIRD ORDER OF BUSINESS

Audience Comments

Mr. Anthony Presley stated related to the discussion of rules on fishing, I was asked by a few of my neighbors to provide some letters to the Board that they had written. Some have been sent to the email address, and some have not. I do not want to read all of them, but they all oppose fishing on any ponds. I would like to provide the package to the Board so you can review it before or during your discussion and before your vote. I am in agreement with them. There are a total of 18 letters.

Mr. Moyer stated one of questions we received on the telephone today was whether we are going to vote on fishing tonight.

Mr. Berube stated there will be no vote on fishing tonight.

Mr. Presley stated there is a discussion, though.

Mr. Berube stated yes.

Mr. Presley stated this is to be provided prior to discussion and prior to the vote. These are residents' comments. I included names and addresses when provided.

Mr. Berube stated you should provide those to Mr. Moyer.

Ms. Kassel stated so you do not have a letter included, and you would be 19.

Mr. Presley stated that is correct.

A Resident asked when is the vote going to take place?

Mr. Berube stated it depends on the discussion tonight. A lot of rules were revised, and we need to review them page by page. Everyone will have input as to what is going to happen. Mr. Qualls will revise the rules again based on tonight's commentary, which will be circulated back to us before the next meeting. We will review them again, and then we will advertise a public hearing for a date in the future. Realistically, it is probably two months away for final adoption.

Mr. LeMenager stated it will probably be longer than that.

Mr. Berube stated that is correct because we have to advertise it. The vote is at least 60 days away from today for final adoption.

Ms. Kassel stated I printed a set of the rules we are talking about changing. We will not be discussing them until the end of the meeting. If someone wants to take these and pass them around to see what is proposed, you are welcome to review them, and provide them to me when you are done.

Mr. Joe Balash stated the two new boardwalks at Lakeshore Park are open at the ends. A seven-foot alligator lives in there. Alligators are not very bright. If the alligator decides to go down to the dock and walk down to the end and a small kid goes running down to the end and confronts the alligator because it is too big to get off, we will have a problem. Could we put gates at the end? They do not have to be lockable but spring loaded that close so something like that cannot happen.

Mr. Berube stated they are closed at the end of the lake.

Ms. Kassel stated he is talking about the entry.

Mr. Nicholas stated the concrete tie-in at the front.

Mr. LeMenager stated so if an alligator walks down there, you could find yourself suddenly coming face-to-face with an alligator that is out for a walk.

Mr. Balash stated I am not saying it will happen, but it could.

Mr. Berube stated that is good consideration. I have been down there a number a times and have not found any alligators yet.

Mr. Jim Franson stated I would like to add my name to the list of those who oppose fishing in the ponds.

Ms. Kassel asked do you live on a pond?

Mr. Franson stated yes, there is one directly behind my house.

Mr. Berube asked the one that ends at Five Oaks Drive at the corner?

Mr. Franson stated yes.

A Resident stated it is on the corner of Five Oaks Drive and Goldflower near all the new houses going up in the Green neighborhood.

Mr. Berube stated I went by those today. There is a buffer zone between those lots and the pond, per se. It is about 20 feet wide with trees along that whole strip.

The Resident stated it is about 10 to 15 feet. A six-foot alligator lives in that pond.

Mr. Berube stated I understand. I just want to be sure that I am thinking of the right houses with the buffer behind it.

The Resident stated yes.

Ms. Linda Balash stated I came into this discussion about fishing rather late. I am wondering what is the driving force to change the rules.

Mr. Berube stated the driving force is we have a rule that is unenforceable. There are many reasons. We got into this a number of times. The reality is, the District's mission is to build and manage and maintain infrastructure, not to be setting policies on no fishing or no trespassing. We did it in the past, and we probably ought not have done it. That is up for discussion. But we have a rule that says no trespassing, and we were trying to determine a way of keeping people out of the ponds. We went around the "no fishing" discussion by putting up a No Trespassing sign. The problem is, that becomes unenforceable. The deputies will not enforce it. I met with a deputy sheriff, and he talked to his legal counsel. The average deputy when called out here will make a very slow response and will probably ask someone to remove themselves in response to the call. Anyone who knows the law can stand up to the deputy and say they will not leave. The deputy will not force them to leave. The only way a trespass can be enforced is if a member of the CDD arrives there with the deputy and is willing to sign a trespass ticket. I do not know that anyone will want to do that. They will not enforce it against residents, but they will against non-residents. The only way they will enforce the signs is if there is a fence all the way around the pond and they found someone inside the fence. Right now, the sign says no fishing, no swimming, and no trespassing. Most of the signs are in the water, largely to keep them from being stolen. When a deputy sees someone there, he sees the sign in the water and he has a hard enforcement problem. I realize there is a room full of people here who are against fishing, but there are a number of residents who want fishing. That is evident because they go to the ponds and they fish, sometimes right in front of the No Trespassing sign. I appreciate that people have their opinions and it becomes very emotional. I will offer a compromise later in the meeting that I hope will make everyone happy.

Mr. LeMenager stated it is not possible to make everyone happy.

Mr. Berube stated we will try to make everyone as happy as we possibly can, in light of the situation. The reality is that this Board represents everyone who lives in this

community. Though you are the loud voices that show up and make comments, there are 1,200 or 1,300 people who live here. I understand you are here saying no, but there are others who either do not care or they want to allow it. We are trying to eliminate rules that cannot be enforced. There has been a lot of modification and it is difficult to enforce. Those are my thoughts.

Ms. Kassel stated my thought is very different. I think the rule is enforceable. First, the rule is no fishing. The way we are able to enforce the rule or the way you put into practice the enforcement of the rule is by putting up a No Trespassing sign: no swimming, no fishing, no trespassing. We also cite the Florida Statute on the sign. That has kept a lot of people from fishing. There are plenty of times when the sheriff has come and asked someone to leave. It is entirely enforceable, in my opinion, and it has been enforced by the sheriff many times. I do not think that the purpose of fixing the rules is to remove anything that is unenforceable. You could question enforcement of any of these rules as to how enforceable it actually is. The people who have shown up being opposed to fishing in the ponds a couple meetings in a row and who have sent letters is a considerable show of residents and something we should take into strong consideration.

Mr. Berube stated there is no doubt we have differing opinions.

A Resident asked how many of you live on a pond? Mr. Nicholas does.

Ms. Kassel stated he is not a Board member. I live near a pond but not in front of a pond.

Mr. Walls stated I have lived on a pond in the past.

Mr. Berube stated when we talk about the ponds, for our discussion, we are talking about seven District-owned ponds. All the other ponds are owned by someone else. Three of those seven are contiguous to homes: #24 on Brackenfern, #26 on Dog Trot and #33 at the Estates entrance. On those three ponds, there are 40 lots.

A Resident stated you forgot our pond on Goldflower.

Mr. Berube stated no, I did not. I listed lots that are contiguous. Your lots are not contiguous to the pond because there is a buffer zone in between. You have to draw the line somewhere as to what is a water front or a lake front or a pond front house. Houses all along Schoolhouse Road are across the street from a pond. How far is too far? I understand being close to the water.

Mr. LeMenager asked are we supposed to be discussing rules much later in the meeting?

Mr. Berube stated yes.

Mr. Dave Leeman stated I would like to point out again that I am against fishing. Mr. Berube has said there are some who are and some who are not, while others do not care. The ones who do are the minority, and the ones who do not are a majority compared to the ones who do not. The biggest majority is probably the ones who do not care because you do not hear from them. However, that is not my main point. If it is unenforceable, why do you need to change it? Just leave it the way it is. No one can enforce it, and anyone can fish when they want. What is the difference? Why go through the process? Just leave it. That is not my main point. My main point is you should not be changing rules willy nilly. It sets a very bad precedent. The idea that you find something you do not like and decide to change it invites single-issue politics. During the next election, we might get someone who runs on the issue of no fishing and gets elected, even though they might not be the best CDD Supervisor. Then the next person who comes up might have their own issue with it because of their personal ideas or because they think the rule is no good or whatever. Then we get single-issue politics on that one. It is really a bad precedent. All rules should be changed only when really driven by a huge majority of the residents who ask for that. Just because someone might want it does not mean anything. You say that the vocal ones are the ones who come to the meeting, but you are not listening to the vocal ones. Why are you listening to the silent ones? The loudest ones are who you should be listening to. Even if they are loud, if there are only 16 of us and we are the only ones, then you are not listening to us, either. There are not even 16. There has been only one person at the last two meetings who has been in favor of fishing. Why are you listening to them? There should be hundreds of people before you even consider changing any rule, ever.

Mr. Berube stated we are not just addressing fishing. We are revising all of the recreational facility rules. Fishing just happens to be included.

Ms. Jill Tenney stated I am in favor of fishing. I do see the concern that others have expressed in other ponds. I do not live directly on a pond, but there are ponds in front of my home in the field. I see people fishing there a lot, which I thoroughly enjoy. It looks very much like something out of Norman Rockwell, and I enjoy seeing that. I have also

consulted with and am connected to the sheriff's office about enforcement. Addressing the alligator issues, that may be a concern. I walk a lot of the trails. I have been around every pond. I have been throughout this neighborhood and have fished in the lakes. I thoroughly enjoy everything that is outdoors. I actually had an aggressive alligator come out toward me from the pond behind the school. I immediately contacted the sheriff's office who immediately came out. If you ever have that problem, they do have someone who will relocate any problem alligators. Usually that is usually due to someone feeding them, which is against the law. As far as enforcing the rules, if you go to the St. Cloud lake front or to the park off Hwy 15 and fish, it is paid for by taxpayers and it is public property. If this area is gated, then you are absolutely right. They would not go back to those ponds and would not be allowed to fish in them. But we pay assessments to the CDD, and this is publicly owned. You cannot enforce any more than I can go down to the St. Cloud park and someone tell me to leave and not fish. This is public property. If we do not want fishing on ponds, then they must be gated and locked. I am very sympathetic to peoples' concerns about having people behind their home, but it cannot be enforced unless the CDD invests in gating and locking as they do at the pool and the boat docks and then enforce those. As far as I am concerned, if you want to spend those thousands of dollars to do that, you can, but usually these rules are broken. If you have a challenge, as with kids, you will have those things happen. That is a character issue. It is not a CDD issue. It is not a parent issue. I am guilty myself of fishing in a pond and someone pointed out to me that fishing was not allowed. I was completely caught red-handed with fish in hand, fishing in that pond. The sheriff's deputy told me that he sees these issues and they are very busy. They have a lot going on and they are serious things. For a father and son to be out fishing and them to come out in response to a call, they may have a slow response time. They appreciate this community and they will continue to come out here and ask people to leave because this resident is not happy to see someone standing out here fishing. Most everyone will walk away or leave, just as I did when it was pointed out to me. I may have been breaking a rule, but I was not breaking any law or anything that the sheriff said I would be arrested for doing. As Mr. Berube said, it is not enforceable. I am very sympathetic to others who live on ponds. I think we should educate people about this and let them know and show them how to fish as well as showing them safety and awareness. I see a resident walking around the school picking up trash and stuff around

the pond. That is not from fishermen; that is from kids and people walking out there. At my house, I can see the school directly, and I see the kids leaving and dropping trash. I see parents leaving and tossing their trash. I have gone out there and picked it up myself.

A Resident stated I disagree with part of that statement. I have picked up trash by both: residents and fishermen.

Ms. Tenney stated the point being that is again a character issue, whether it is a fisherman or whether it is a teacher or a student or a parent or anyone else. That is not something that the CDD is in the business of.

Ms. Jeanine Corcoran stated I have been a resident since 2005. I am a real estate broker. I personally do not live on a pond, but I am against fishing on the ponds. We have designated areas for that. I think personally that people who purchased a property on the pond paid extra money for that. If I lived on a pond, I would not be happy. I think that is a real issue. Because of this issue, the builder will now have to disclose to new buyers that there is this wonderful piece of property on a pond but anyone can fish here. That is a big issue, and they have to disclose that if the rules are changing and if that is what you are enforcing.

Mr. Walls stated just so you are aware, right now, anyone can walk around the pond or jog around the pond. They can sit at the pond. The only thing they cannot do is hold a fishing pole at the pond according to this rule.

Mr. Berube stated the disclosure is that there is a 20-foot buffer around the ponds which is public property, as is the pond.

Ms. Tenney stated if I did not want to hear loud noises, then I would not purchase property near the school. If you read the information, it says the ponds are for walking, hiking, walking your dogs, and so forth, which means people will constantly be on the ponds. If you are not comfortable having people behind your home, then I would suggest you not buy property on a pond because you should not purchase a place where people walk, ride bicycles and are on those trails. The contractor does a wonderful job of mowing and maintaining around the pond just so people can enjoy them when they walk around it. There is no way you can prevent people from being behind the house.

Ms. Corcoran stated I agree with her except that builders charge extra money for this lovely pond. I am sure these people paid a premium price when they purchased their homes. It is an issue.

Mr. Randy Odden stated I submitted a memo to the Board members a month or so ago. I would like to say that I have fishing poles in my garage. I have fished from the time I was a young child, hiking through mountains and lakes, and fishing. I am not anti-fishing, per se. However, this scenario described of a father and son going out and bonding by fishing on a lake is not the reality that we have experienced since we have lived on the Bracken Fern pond prior the signs going up. There were some physical and very ugly altercations that I personally had, along with my neighbor, with five non-residents who set up camp on our pond. They stayed there all day. They had picnic baskets and threw garbage all over. One urinated in the pond in view of all of us. This is the reality of what we faced prior to the Board agreeing to install No Trespassing signs. It was not a pleasant time. I think I can speak for all the neighbors on that pond that I have spoken with that we do not want to see a return to that type of atmosphere around our property. That is an element that we do not want to have in our backyards. It is our backyards that we are talking about.

Ms. Rachel Garwood stated the thing no one brings up is the safety factor for small children. They are out on their own all the time, and they have no concept of what a retention pond is or how deep it is. If a child is killed in one of those ponds, we will have some really bad publicity.

Mr. Justin Kramer stated I do not see the relevance of this concept of fishing in the lakes. We have accessibility to fish in other places. Fishing in these ponds has problems. I emailed some research to the Board. I do not have any knee-jerk reactions to it, but I do not see why people cannot just fish in the bigger lake. It is clean, and it is already set up for fishing. I have been to that place several times, and it is not especially popular. I do not see the point of opening this up when it is a non-issue. Why open it up when we do not need to deal with it?

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

i. Monthly Highlight Report

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

B. Landscaping – Davey Commercial Grounds Management

i. Monthly Highlight Report

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

Mr. Haskett stated Mr. Garth Rinard is not at tonight's meeting, but he sent me an email.

Mr. LeMenager stated with all due respect, we are now paying the price for having meetings in the evening. That means residents will come, but it also means our subcontractors do not want to come.

Mr. Walls stated with all due respect, we are paying their bills.

Mr. LeMenager stated it is not part of their contract.

Mr. Berube stated I saw Mr. Jon Rukkila today, and Mr. Rinard is on vacation.

Mr. Haskett stated Mr. Rinard updated a few things that he wanted me to mention. They are in the mulching process, and they have completed from the east entrance through Town Square and down Five Oaks Drive to the west entrance. They have another semi load of mulch that was supposed to arrive on the 20th but was pushed back to the 26th from the manufacturer. After the 26th, they will continue with the mulching. They will have days off for Christmas as well as New Year's Day.

ii. Landscaping Projects

Mr. Haskett stated Mr. Rinard had a conversation with Ms. Kassel about the Beargrass alley park.

Ms. Kassel stated I think there was some confusion with the original proposal. There is a Beardgrass proposal that I think was intended to be Beargrass, and a proposal for Beargrass alley. We had approved one and not the other. I think the post soil sample testing proposal that we received was for both of them. I suggest that we simply approve the second one for \$1,351 and leave it at that.

Mr. Berube asked so we are going to combine the two proposals that say Beardgrass and Beargrass alley? The total of that becomes \$2,073.

Mr. Farnsworth asked is it two different areas?

Ms. Kassel stated no, it is one park but two areas of the park. There is a western side of the park and an eastern side of the park.

Mr. Berube stated all that is Beargrass alley. The proposal says to replace west and north end bedding with minimal groundcover, east end bedding sample soil for pH

imbalance, review and recommend on soil testing results, and irrigation review in the amount of \$722. That is the small area roughly behind Ms. Kassel's house.

Ms. Kassel stated that is correct.

Mr. Berube stated the other proposal is to replace wall azalea with flax, add minimal or perennial peanut groundcover at intersecting sidewalks north and south sides.

Ms. Kassel stated I think that is the pocket park.

Mr. Berube asked is that the area next to my house?

Mr. Haskett stated I do not believe it is. I think they are talking about the east end of the alley park.

Ms. Kassel stated where it meets Cat Brier.

Mr. Walls asked are there sidewalks running through there?

Ms. Kassel stated yes.

Mr. Haskett stated there is a tree in the center and it circles around.

Mr. LeMenager asked is that the one behind my house?

Mr. Haskett stated yes.

Mr. Berube stated the Beargrass alley proposal is the one behind your house. The one for Beardgrass is the park at the end of Beargrass, half a block in from Cat Brier.

Ms. Kassel stated it is where those columns are.

Mr. Haskett stated no, that would be Primrose Willow park.

Mr. Berube asked what is Beardgrass? The only other park on Beargrass is the one next to my house.

Ms. Kassel asked do you think he is talking about the east end and the west end of the same teardrop park?

Mr. Haskett stated yes.

Mr. LeMenager stated it is the one behind my house.

Ms. Kassel stated yes.

Mr. Berube stated that does not make sense. The second proposal says at intersecting sidewalks north and south side. That triangle park does not have any sidewalks.

Mr. LeMenager stated yes, it has sidewalks.

Mr. Leeman stated there is no intersecting sidewalks, just one that goes that way.

Mr. LeMenager stated that is correct, there is just one that goes basically north and south.

Mr. Berube asked so Mr. Haskett's interpretation is this is all for one park?

Mr. Haskett stated yes, I believe so.

Mr. LeMenager stated the west end is a tiny triangle.

Mr. Berube stated yes, with the big tree.

Mr. LeMenager stated along with dead bushes.

Ms. Kassel stated that is what the \$722 is for.

Mr. LeMenager asked do those neighbors care what is in that little triangle?

Mr. Berube stated it needs to be spruced up. The whole thing needs to be spruced up pretty badly.

Mr. LeMenager stated I would just put grass there.

Mr. Berube stated we already approved a proposal, but it has not been complete yet because of confusion. Ms. Kassel is suggesting that we combine our prior approval of \$722 with a new approval for \$1,351 to total \$2,073 to upgrade that entire Beargrass alley triangular park.

Mr. Farnsworth asked is it clear on exactly what area you are talking about?

Mr. Berube stated yes. Mr. Haskett agrees, and he is the one managing it. All of this is for that triangular park.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to the two proposals for enhancing the park at Beargrass alley, in the total amount of \$2,073.

Mr. Berube stated there are some other things on this sheet covering a lot of areas that need upgrading. Do we want to discuss adding some of those to this project?

Ms. Kassel stated let us decide on a budget. I will look at the list again and confirm with Mr. Rinard whether or not this proposal still stands and what we can do.

Mr. LeMenager stated we already have a budget.

Mr. Berube stated we are in a new fiscal year budget, so we are fine with that. We will hold any more additional until next month?

Ms. Kassel stated yes. I would like to know if we want to do some now and some later. Do we want to do the whole thing now?

Mr. Berube stated there is a disclaimer on here that the more we do at one time, the lower the price. I would be inclined to support Ms. Kassel if you review the list and

suggest we do everything at next month's meeting. If everyone agrees, I am fine with it. Based on past experience and as Mr. Rukkila mentioned to me today, they are in a slow period right now. We should include a timeframe to complete this new proposal of 30 days.

Mr. Haskett stated yes.

Mr. Berube stated it should be complete by January 30.

Mr. Haskett stated I will make sure it is done.

Mr. Berube stated he said last month that they will include end dates. Last month, we discussed Davey's bills where they overcharged us by a couple hundred dollars. We agreed to pay the bills and get a credit. I did not see any credits.

Mr. Nicholas asked can we make sure the manager is formally communicating this back to the vendor rather than relying on Mr. Haskett to do it? Is it possible to send Davey a message that way?

Mr. Moyer stated Mr. Rinard was at the meeting last month.

Ms. Kassel stated the bill we received after that meeting did not reflect the credit.

Mr. Berube stated we have not seen a credit. We received this month's bill, and there was no credit, which was his agreement. I do not know who wants to follow up on that.

Mr. Moyer stated the accounting staff will follow up on it.

Mr. Berube stated it is only a couple hundred dollars, but the point is that he said he would take care of it.

iii. Proposal for Tree Trimming on Interior Streets

Mr. Haskett stated Mr. Rinard wanted to get started by the 6th. They can do it sooner if we desire. I distributed a map to each of you since it was not included in the proposal that outlines the areas. The price did increase, which was expected since we made the scope of work a little harder than what he originally proposed.

Mr. Berube stated my concern is that I think we budgeted \$15,000.

Ms. Kassel stated \$15,000 or \$18,000.

Mr. Walls and Mr. Haskett stated \$30,000.

Ms. Kassel stated that is because we have last year and this year.

Mr. Berube stated \$30,000 is for both the outer trees and interior trees, which is \$15,000 each.

Ms. Kassel stated this proposal is \$19,000.

Mr. Walls stated the budget is \$30,000.

Mr. Berube stated I understand, but just because it is there does not mean we should spend it or have to spend it.

Mr. Walls stated that is correct.

Mr. Berube stated I was going to ask them to go halfway between their proposal amount and our budgeted number and start this work right away. Is Mr. Haskett fine with this proposal?

Mr. Haskett stated yes, I am.

Ms. Kassel stated remember that when we create that budget number, we are thinking about the streets that have been done historically.

Mr. Walls stated now we have more streets.

Mr. LeMenager stated last time we did this, that line did not exist, so we have more trees than before.

Ms. Kassel stated exactly.

Mr. Berube stated my point is that it never hurts to ask for a discount.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the proposal from Davey Tree for tree trimming on the interior streets in the amount of \$19,639, as discussed.
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Mr. Berube asked did Mr. Rinard provide a deadline for completion of this project? I think last month he mentioned 60 days.

Mr. Haskett stated he told me originally three to four weeks to get it done since he is having a different crew come in from Maitland.

Mr. Berube stated then let us set a deadline of February 15. If he said three or four weeks, that would give him eight weeks to allow for holidays.

Mr. LeMenager stated they did a nice job last time, but it just took a long time.

C. Field Manager

i. Dock and Maintenance Activities Report

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

Mr. Haskett stated we are 99% complete with the renovations at Ashley Park. Winds and cool temperatures have kept us from finishing the spray painting of the pergola. A lot of work went into that to help it last a few more years. I think you will all be happy with it when you see it. We expect by Monday or Tuesday to be complete and back open.

Mr. Berube stated there is a dramatic change in the look of that facility. The pool looks clean and shiny. The building is clean and multi-colored. It looks nearly brand new. A lot of little details had fallen down. It is a radical update to that facility, which really needed it. I think we did all the work in-house.

Mr. Haskett stated yes, it was all done in-house. The guys paid attention to particular details.

Mr. Walls stated send my thanks to them.

Mr. Haskett stated I certainly will.

ii. Buck Lake Boat Use Report

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

Mr. Haskett stated this report has changed a little. It will change again. This is the result of the new system and me not being familiar with it. Mr. Mark Catanese has been awesome, and kudos to him again for this reservation system. I have seen a big increase in users compared to what we had. The system seems to work very smoothly. We have received very few complaints, and the ones we have received were corrected. There were a few user errors that we are trying to help work out. I am very happy with the system. I think the residents so far are very happy with it, as well.

Mr. Walls stated I used it the other night. It works great and is very user friendly.

Mr. Haskett stated you will still see Ms. Rosemary Tschinkel's name. It is hard to break old habits, and people still call her for assistance so she will make the reservation for them. It still comes back to me for confirmation and approval. I would like to see if we can add on some other items, such as reservations for the pools and pavilions and things like that. I think that would really help streamline the process, as well. I will talk with Mr. Catanese and see what it will take to get that accomplished.

iii. Consideration of Bids for Floating Dock Proposal

Mr. Nicholas stated we are having some delay with the permitting authority. We are increasing the number of slips on the dock with the new design, so that brought in a list of new circumstances that we are talking and working through, including some administrative issues from the Water Management District. We are balancing two things: sorting out the long-term issues as well as getting the renovation done that was approved. The Water Management District is fine with replacing whatever was there since it was under a previous permit. The new stuff is adding additional slips and the count of the

vessels. That is the part where we have some delay. We have asked the vendor to break it up into two parts and provide us a quote to come out and do the work he was going to do to replace the existing pieces now, including I believe the mooring for the additional size up. They just cannot put the fingers in.

Mr. Haskett stated they told me today they cannot do the mooring.

Mr. Nicholas stated they cannot do the extra posts just yet, but he can replace all components of the dock that are there.

Mr. Berube asked he cannot do the posts because of the permit?

Mr. Nicholas stated that is correct. We cannot add the extra boat slip sections until we have this issue worked out. The vendor has a premium that he wants to charge to make an additional trip later to do the extra work. Mr. Haskett has some details on the economics of that. The decision is to not do anything until we have the long-term issue worked, which could be 30 days or a few months, or proceed with partially renovating exactly what is there and wait on the expansion of the dock until we get this worked out.

Ms. Kassel asked how urgent is the replacement? Can we afford to wait a couple months? Is there a downside in doing that, especially since we are in the winter months?

Mr. Haskett stated The Dock-Ters personnel are of the opinion that it needs to be done sooner rather than later, which was the purpose of having it replaced and getting proposals approved. The dock is in bad shape. I am not the expert on it, but we do get a lot of northerly winds coming off the lake which rock the dock.

Mr. Nicholas stated it is hard to say. The vendor will always encourage you to do work.

Mr. LeMenager asked how much extra are we talking about?

Mr. Berube stated \$4,300.

Mr. Nicholas stated I thought it was \$3,800.

Mr. Haskett stated that is correct, and that is because he has to bring his equipment out here twice.

Mr. Nicholas asked the original approval was for what amount?

Mr. Berube stated it was about \$42,000 and we are going to \$46,000.

Mr. Nicholas stated that would be the total work, including the fingers being added. The additional capital outlay that would happen right away would be how much?

Mr. Haskett stated \$22,260.

Mr. Nicholas stated so you would spend about half of what you approved to get everything replaced that is already there. That is the effect. The fingers can be added when we get the permitting issues worked out.

Mr. LeMenager asked do we still have some money left in the capital projects fund?

Ms. Kassel stated about \$3,300.

Mr. LeMenager asked will this project be paid out of that fund?

Mr. Moyer stated \$3,395. The dock will come from renewal and replacement.

Mr. LeMenager asked can we not do the first replacement and finally use up that \$3,395 on the other part, which is clearly not replacement since it is new infrastructure? Then we can use up that last amount in that fund.

Mr. Berube stated Mr. Walls mentioned using that money toward this project.

Mr. Nicholas stated I think that will happen regardless. The decision for the Board is if you need to see something happen now, and if so, we can get you a very nice dock replacement for the size, width and dimension that is already there in the new material and the new design, with the understanding that we will need to go back a second time to add the additional parts, with the understanding that there will be a premium in the overall price. Or would you rather wait? The vendor will always encourage us to move. It just depends. If we get bad weather, it might not be good. If it is calm, then the dock may last a little longer.

Mr. Walls asked is it SFWMD?

Mr. Nicholas stated yes, and DEP.

Mr. Walls asked is it mostly SFWMD?

Mr. Nicholas stated it is a complicated hold up.

Mr. Walls stated I know some people there who might be able to help.

Mr. Nicholas stated we are dealing at the State level.

Ms. Kassel stated if it is 30 days to several months, we have been waiting this long. My feeling is if it is not an urgent situation based on your knowledge and what you see, then we should wait. But if you feel and recommend that it is a safer thing to do and that there are really good reasons for spending a premium, then we should proceed.

Mr. Berube stated I agree that the dock that is there is in pretty bad shape. I get upset that we have already gone down this road, and for unanticipated reasons, we are looking to spend more money than we planned.

Mr. Nicholas stated you may decide you love what is there and will not want to add the expansion. Then you would save \$20,000 after seeing what is there. It could be a positive outcome. It is not all negative.

Mr. Farnsworth asked did you indicate that if they replace just what is there, that they will only billing about half of the total?

Mr. Nicholas stated yes, it is only \$22,000 to replace the structure that is currently there. The additional work to add the expansion later and having them come back out on a separate date, whether it is a few weeks from now or the end of the year, the delta between the original bid and that price is \$3,800.

Mr. Berube stated we would be spending \$22,260 and \$24,078, for a total of \$46,338.

Mr. Farnsworth stated it sounds reasonable to me to allow them to do the replacement of what they can. Then schedule the expansion at an appropriate time. Yes, we will pay a premium, but I do not see a problem with that.

Mr. Walls stated I am inclined to wait. The reason we went with the larger dock was because the way the boats are configured around the current dock. There is not a lot of space. We do not know how long this will take. Obviously I want our staff out there checking the dock to make sure it looks good when they are there so that we can allow people on it. I have been on docks that are a lot worse. I am inclined to wait just because we do not know what the timeframe is.

Mr. Nicholas stated from a purely economic sense, if you wait and a big piece of the dock falls off and the vendor says it will cost more than \$3,800 to fix that piece, then you go ahead and replace what is there. If you can get through that time without doing it while we resolve the permitting issues, then you get the big dock all at once. That is what the economics look like, unless you really want to see the dock go in right away.

Mr. Berube stated if the vendor really wants the work, then let him do it in two parts at the agreed-upon price. We will find out whether or not he really wants this job.

Mr. Walls stated I am fine having him do the replacement now and paying him now, not knowing how long it will be until the next phase and then telling him that we want him to do it for the same price. If they will not agree to that, then we will wait however long it takes.

Mr. Nicholas stated let us say this takes six months to work out. It is a permitting authority with the State of Florida, which is slow moving and complicated. He provided a bid that is probably only good for so long.

Mr. Haskett stated it was good for 60 days.

Mr. Nicholas stated if we call him back in six months and his work is slow, I am sure he will negotiate the price and do it at a cheap price. But if he is busy and he does not need the work then, he can pretty much tell us the price he will charge.

Ms. Kassel stated we can revisit this next month, and we will know how close we are to permitting, whether it looks like it will happen soon or not. If it does not look like it will happen soon, then we can decide to move ahead with the first phase because we do not want to wait, or we can decide that we are willing to wait. We do not need to make that decision now if we are willing to wait a month.

Mr. Berube stated we do not need to make a decision now. The vendor already knows what is going on.

Mr. Nicholas stated yes, he is on the permit, so he was noticed on the hold up.

Mr. Berube stated we are not going to make a decision tonight because I think that is the will of this Board. That is what I am hearing.

Mr. LeMenager asked is the proposal only good for 60 days?

Mr. Moyer stated we have already accepted the proposal and spent the \$21,000 deposit.

Mr. Berube stated we already have money into it, which is no big deal.

Mr. LeMenager stated but now we are talking about splitting the proposal into two pieces. How long is that good for?

Mr. Berube stated it is not indicated.

Mr. Walls stated it does not matter. We already accepted their original proposal.

Ms. Kassel stated we have already paid the deposit on the original proposal. That is good, so we should be good on that because we made the deposit.

Mr. Nicholas stated you have paid for the renovation, is what I am hearing.

Mr. Moyer stated that is correct.

Mr. Berube stated the first one is already paid for, essentially.

Mr. Nicholas stated I think that is a fair request, and I believe we have already advocated that we understand the vendor will make another trip. It is worth a try.

Mr. Berube stated the Board's request is they can start right now with step one, and they will have step two if we can get both done for our original bid price. And make it the same dock as much as possible. We are not looking for anything for free, but I am sure he wants to work. We want to save as much money as possible.

Mr. Nicholas stated I think that is fair.

Mr. Haskett stated we will have that discussion with him.

Mr. Berube stated he can start tomorrow if it works out.

Mr. Nicholas asked so are we saying the Board is moving forward with two phases as long as he will stay with the original bid? What if he gives us some sort of timeframe on the second phase?

Mr. LeMenager asked do we need a different proposal?

Mr. Nicholas stated you can build the first part and tell him you are done.

Mr. LeMenager stated under the current proposal, he can only do the work that is permitted.

Mr. Nicholas stated that is correct.

Mr. LeMenager stated what is permitted is the replacement, so he can actually do that under our current contract. We do not need a new contract for that.

Mr. Nicholas stated whether or not he agrees to do the whole thing inside the number is the issue.

Mr. Farnsworth stated therein lies the problem.

Mr. Berube stated I do not want to start anything until we have a definitive agreement. He will want an end date, which he will need to provide. What is your best guess?

Mr. Nicholas stated I have had situations like this with agencies that go very quickly and they are very friendly, and we have had situations where they dug their heels in.

Mr. Berube stated if he wants to do the whole job, he can start right now with phase one, if he agrees to do both phases, when available, at the original contract price of \$42,000. He also needs to agree that we will have permitting in place within six months.

Mr. Farnsworth asked what if the only thing he will agree to do is one phase and he has to wait to do it all at one time? Are we willing to accept that delay?

Mr. Berube stated I do not want to start anything until we are in agreement.

Mr. Walls stated we have our money on deposit under the original contract. These permit issues happen all the time. This is not something new. He has to build the dock.

Mr. Nicholas stated I would imagine it is force majeure on the deposit.

Mr. Walls stated we need to get something going. If he has our money, I think it is a liability to us to have him on hold for months having our money. We need to operate under our current agreement.

Mr. Berube stated we need an end date to lock him in.

Mr. Nicholas stated I think what Mr. LeMenager is saying makes sense, that it does not matter at this point. You have an agreement and he can only fulfill the first half of it, anyway. So let him do the first half since you already paid him the money. To Mr. Walls's point, he is holding the material.

Mr. LeMenager stated unless the original agreement has some permitting contingency in it, he has made a commitment to come out here and do the work. Half the job is permitted, so he can do half the job.

Mr. Berube stated he already has the money, but we are losing sight of reality. If the permitting issues are resolved, the original dock gets built and there are no two pieces.

Mr. Nicholas stated that is correct.

Mr. Berube stated we are only going with the two pieces because we want to maybe start with a two-piece dock to get around the permitting issue. If that is solved tomorrow, all of this discussion is gone and we are back at our original contract.

Mr. Nicholas stated it will not be solved tomorrow. I think it is safe to say he will need to come to the site prepared to do only the piece that is ready and permitted. Without it in hand, he is only going to start with that piece.

Mr. Berube stated if he is willing to do the entire two-piece proposal at the original contract price, then we need to determine a time definite before we renegotiate. I do not know what is reasonable: three months, six months, or something else.

Mr. Walls stated I do not understand why we renegotiate.

Mr. LeMenager stated I have been in business for more than a few years. These are nice proposals, but they are not itemized. To me, the bottom line is they need to justify the \$3,800 expense. What are they spending extra?

Mr. Berube stated he will be making two trips.

Mr. LeMenager stated I do not care. It is not documented. It is one number on a piece of paper. There is no itemization of what the costs are. So what costs \$3,800 more? Two trips is not a big deal. You get in your vehicle and drive.

Mr. Berube stated 30 days from now, this may look a lot different, which will be 38 days because of the holidays and our meeting schedule. See if he is willing to do all the pieces for the same price. We will not make any decision on this tonight, I do not think. If he wants to do both, we will make a final decision on that at our next meeting.

Mr. LeMenager stated I have no problem paying a little extra if he can document what his extra cost is. If he itemizes what he has to do with the accompanying dollars, then I am in favor of it. But if he throws a dart against the wall and asks for \$3,800 more, that is a nice try.

Mr. Berube stated I do not want to pay anymore. I will bet there is a lot of profit in this job, and that is what he is after.

Ms. Kassel stated I understand that the permitting is causing a delay, but we have already given him a deposit on his proposal. Since we already accepted his proposal and paid the deposit, why should we have to pay him anything more?

Mr. Berube stated we are forcing a change.

Mr. LeMenager stated his proposal is to do the whole thing at one time.

Mr. Berube stated the lack of permit forces him to break the new dock into two pieces. One replicates what is there now since no permit is required for that. Then when the permit is issued for the rest of the new construction, he comes back and adds on the piece to what he has already added.

Mr. LeMenager asked was this your idea or his idea?

Mr. Haskett stated it was a combination.

Mr. Nicholas stated it was our idea to ask him the question, knowing this would come up rather than holding up the whole project. We had a choice to present to you. It was either that we could not get any of the dock work done, or have the vendor tell us what it would look like to do it in two parts.

Mr. LeMenager stated if he can justify the \$3,800, I am in favor of it.

Ms. Kassel stated I think it is safe to move on.

Mr. Berube stated this is basically tabled.

iv. Safety Items

Mr. Berube stated a couple years ago, went sent the staff to CPR training. I think that was good, and we have some new staff members. If the Board agrees, I think we should renew their CPR training.

Mr. Nicholas stated they will be included on anything our company does on an annual basis. We have 30 people in our classes, so they will roll right into those.

Mr. Berube stated as an extension of that, everywhere you go in public places, you see automatic electric defibrillators (AED) on the walls. It struck me that we do not have these. We have a couple swimming pools and a boat dock that might be likely places where someone might need an AED at some point. I looked into it. Do we want to consider potentially putting an AED in the two gated facilities that we have, which are the pools, which are the most likely places for someone who may need resuscitation? I thought also at the boat dock. If someone is out on a boat and has a heart attack or stops breathing, it is a long trip in from the boat. By the time they get to the dock, it may be another long time before the rescue squad gets here. The answer always comes down to money. I looked into them, and they are between \$1,200 and \$1,500 each for a reasonably reliable one with a case.

Mr. Nicholas asked is that on Amazon or was that a commercial grade unit?

Mr. Berube stated that was Amazon and other places. That seems to be the price. You can buy them on eBay for \$400, but their brand name is no good. Do we want to do this? I do not know.

Mr. Farnsworth asked is the case they come in weather tight?

Mr. Berube stated yes, the majority of them are designed for mounting on a wall. You would not hang it on a pole at the dock. You would put it under some cover under the shielding of the buildings. They come in a metal case that is quick to open and easily accessed.

Mr. Farnsworth asked so it is nominally airtight?

Mr. Berube stated yes.

Mr. Walls stated we have some at work, and I think the only reason we have them is because someone received a grant to pay for them. From what I understand, they are difficult because you have to maintain them and check them periodically. No one ever uses them. I supposed it could happen, but ours have never been used.

Mr. Berube stated I would love to have them on the wall and never need them.

Mr. Walls stated it is a process since they have to be maintained and checks.

Mr. Nicholas stated it is a process and there are firms that do nothing but exclusively remind you of battery maintenance and things. It is not just the asset purchase. You would have to sign up for some program where they would come out from time to time and keep them maintained.

Mr. Berube stated I am just pointing it out. We are a government agency and a public facility. I wanted to know the thought process of the Board. I am not saying we should or we should not.

Ms. Kassel asked does Mr. Moyer know of any other CDD that has such things in their facilities?

Mr. Moyer stated The Villages has that equipment, but their demographic is substantially different. It is a very aging community where it makes a lot of sense, and they are used in that situation.

Ms. Kassel asked what about other CDDs with a regular mix of people?

Mr. Moyer stated none that immediately come to mind.

Mr. Haskett stated my concern would be for the pools and how you would secure it.

Ms. Kassel stated against vandalism.

Mr. Berube stated in theory, everyone in there is a resident. I am fine either way. I see them all over. I realize there is a cost to it, and there are some background issues that have to be worked out. If the decision is no, I am fine with that, too.

Mr. LeMenager stated perhaps I am oblivious, but I cannot tell you where I have seen them.

Mr. Nicholas stated they are at Disney and airports. They are all over.

Mr. Berube stated there is usually a red and white sign on the wall that says AED with an arrow pointing down, and it is in a box right there.

Mr. LeMenager stated I will look for them.

Mr. Farnsworth asked do you have any idea what the maintenance is?

Mr. Nicholas stated we own a couple. There is one in this clubhouse and one in our office. I think it is a couple hundred dollars each quarter, and they send you emails. You have to sign off that something has happened. They send you the supplies, which are in addition to the reminder. It is another medical industry all in itself for supplying it.

Mr. LeMenager stated perhaps someone can give us a presentation on it. At this point, I am clueless what they are all about.

Ms. Kassel stated we will save this item for further exploration.

Mr. Berube stated that is fine.

v. Miscellaneous

Mr. Berube stated I have been in and out of the area by the compound several times. Every time I look at that dumpster, it is full and there is stuff all over the ground. It suggests to me that a lot of excess stuff is going in there or we are collecting a lot of trash. Whatever the case, people around there do not seem to think there is any outside trash coming but it just seems to gather. Am I seeing what is normal and should we get a bigger dumpster?

Mr. Haskett stated this time of year, it would be nice to have a larger dumpster. Davey generates a lot of trash that goes in there, such as their mulching bags and things like that. We had an issue this past week with the waste service not emptying it in a timely manner, and that has been addressed. That may be why you see it overflowing again. We will keep an eye on it. If we need a larger container, I will come back to you. I do not want to ruin the budget this early.

Mr. Berube stated we are already over budget on waste disposal anyway. It happens. In talking with our staff, when the container is full and they come by with a load of trash, they have to climb up on it and jam it all in. How much space is Davey taking up?

Mr. Haskett stated not a huge amount.

Mr. Berube asked enough to make a little bit of a problem?

Mr. Haskett stated yes, on occasion.

Mr. Berube stated keep an eye on it and if we need to get a bigger one, we will discuss it further. It is out of public sight, but there is debris all over the ground and we do not need our staff getting up on there and cramming it all in.

Mr. Berube stated my last item is the tree that was removed in Lakeshore Park along the tree line in the back. A tree disappeared a month or so ago. Was that scheduled for replacement?

Mr. Haskett stated I think that was a sycamore tree that Davey pulled out that was struggling. We are not going to suggest anymore sycamores along there because it is a wet area. I will talk with them and see what they have planned for it.

Mr. Farnsworth asked what is the status of the handicapped pool lift?

Ms. Kassel asked has it been installed?

Mr. Haskett stated no, it has not. We are planning to install it in the next couple weeks.

Mr. Berube asked is that the digging that was happening?

Mr. Haskett stated yes, that is in preparation for it. I assigned that task to occur over the holidays, so hopefully it will be accomplished before the next Board meeting. The equipment has arrived, and it is time to get it installed.

FIFTH ORDER OF BUSINESS

Developer's Report

i. Youth Soccer League

Mr. Nicholas stated I would like to thank Ms. Brenda Burgess. I have been out of town and she takes copious notes, so I was able to follow along in the minutes. I want to discuss soccer use at the field at Lakeshore Park. For some time, Mr. Bill Fife, our lifestyle activities director, has been trying to get soccer programming for small children in Harmony. He is connected with Mr. Kamal DeGregory from the soccer club from St. Cloud who is open to starting a Harmony soccer league as an extension of the soccer club in St. Cloud. It would be approximately 50 kids, ages 5 to 12. They would be looking for use of the field from February through May, two evenings a week and Saturday mornings for a three vs. three soccer tournament league whose participants would mainly be kids in the Harmony school and who live in Harmony. Mr. DeGregory has completed a use application for the facilities and provided it to Mr. Fife. I have it with me today. They generally collect \$5 additional per child, which is the fee that they pay as they start up these leagues and go to other municipalities. He is requesting that since the first year is touch-and-go, for the Board to waive the rental fee for field use for this particular Harmony league for year one while he builds it up and gets it off the ground. As long as it is successful, he will go into year two and pay the CDD the normal fee that he pays everyone else, which is \$5 per child as a use fee to have practices and games there two days a week and on weekends.

Mr. Berube asked is it \$5 per child per event?

Mr. Nicholas stated it is a one-time payment. It is not every week.

Mr. LeMenager stated per season.

Mr. Nicholas stated that is correct.

Mr. Berube asked what is the anticipated number of kids?

Mr. Nicholas stated 50.

Mr. LeMenager stated it sounds like a marvelous idea. My wife and I thoroughly enjoy watching all the little kids out there playing soccer.

Mr. Walls stated I understand startup fees, but my concern is the parking over there. A lot of times when they have flag football, people park on both sides of the road. We need to make them aware of that or do something so that it is safe. I have driven through there when they have had events, and kids dart into the road because they are going to the fields or back to their cars. You cannot see them.

Mr. LeMenager stated drive slowly.

Mr. Walls stated we need to work on that if we are going to put a lot of people there at one time.

Mr. LeMenager stated we already put a lot of people there at one time very frequently because I live across the street. The bottom line is that Schoolhouse Road was designed the way it was. Unless you want to spend hundreds of thousands of dollars to redo the road, we need to play the hand we are dealt. The only thing I might suggest is to encourage them to use the parking lot more.

Mr. Walls stated that is what I am saying. They are parking illegally on one side of the road.

Ms. Kassel stated yes, it is illegal to park on that side of the road.

Mr. LeMenager stated it is not illegal to park on either side of Schoolhouse Road.

Mr. Berube stated you cannot cover up the bicycle lane.

Mr. Walls stated they are parking in a lane of traffic.

Mr. Berube stated it is a fine line, and most deputies will not do anything about it.

Mr. LeMenager stated no one will ever enforce it.

Mr. Berube stated we do not own the streets. I like seeing the facilities being used.

Mr. Nicholas stated I do not think you need to vote on that. We will submit the application on Mr. DeGregory's behalf, and Mr. Fife will interface with him. I will update Ms. Tschinkel on the calendar.

Mr. Berube asked is he listing this as a non-profit organization?

Mr. Nicholas stated he is a non-profit organization.

Mr. Berube asked do we have an insurance requirement?

Mr. Moyer stated yes.

Mr. LeMenager stated that is not waived.

Mr. Haskett stated they did state in their notes that they will provide their insurance certificate. They have their own carrier.

Mr. LeMenager stated that sounds great.

Mr. Berube stated there seems to be a lot of usage with organized events. Mr. LeMenager lives across from there. Do we know who is authorized and who is not? Who keeps track of that?

Mr. Walls stated they should be filling out the use application.

Mr. Nicholas stated anything that is requested through our office, we have them complete the use application and we assist them through the process. The process, frankly, is not awesome. There is still some paperwork that goes back and forth with Ms. Tschinkel. If it is coming through us, we generally follow this process.

Mr. Berube stated but no one really watches it. For instance, before daylight savings time changed, several groups of kids were playing flag football. I have no idea if they asked or not.

Mr. Nicholas stated we love it.

Mr. Berube stated I like seeing the activity. Are people just coming in and taking over the field?

Mr. Nicholas stated it is possible.

Mr. Farnsworth asked if the field has not been scheduled but is open, then what is the problem?

Mr. Walls stated insurance for one.

Mr. Berube stated that is correct. That is why we have a rule, and it comes back to the enforcement of the rule. Who in the office maintains what is going on at that field?

Mr. Nicholas stated Mr. Fife communicates with Ms. Tschinkel for anything that we are looking to reserve on the calendar. The calendar is centrally kept at the Celebration office. If anyone else calls in, they will know what is previously booked by anyone since she keeps that calendar.

Mr. LeMenager stated it has to be fairly well organized because one group is there one day and another group will be there another day every week. There has to be some organization. I never actually thought about it.

Mr. Berube stated it just dawned on me that this person is applying and is doing it the right way.

Mr. Nicholas stated he came through Mr. Fife, and I encouraged him to send Mr. DeGregory through this process. I do not know about flag football. I see them out there, and I figured it was a dad getting extra kids together.

Mr. LeMenager stated it is extremely well organized.

Mr. Berube stated it is positive, but we have rules set for this. Is Ms. Tschinkel the timekeeper of the calendar for all this?

Mr. Moyer stated she is the time keeper. I review every one of these permits, and I sign off on each of them. I frankly do not remember signing a permit for flag football. Everyone who uses the pavilions and our facilities for birthday parties and other events submits a use application.

Mr. Nicholas stated the Pop Warner people come through us. They want to do their first kick-off day where they have physicals and issue equipment. That is a regularly schedule one-time event. Having kids out there having fun is part of the deal of why we built the field.

Mr. Berube stated it is a good civic activity, but we set parameters for a reason. If people are outside those, we need to know.

Mr. Nicholas stated these people had it reserved and if someone else was there when they arrived, I think they would just ask them to step aside. These guys chalk their field and bring in their own goals, and it is very organized.

Mr. Berube stated I have no issues with that.

Mr. LeMenager asked what is the work they are doing on the goalposts?

Mr. Berube stated painting.

Mr. LeMenager stated no, it is much more than that.

Mr. Haskett stated they were scraping the rust off, renovating them, and straightening them back out.

Mr. LeMenager stated it looked like they were digging.

Mr. Haskett stated they were putting in concrete around the posts to keep them straight.

Mr. Berube stated kids sometimes climb the nets, and that pulls the posts over.

Mr. Haskett stated while we were keeping kids off the turf for it to grow in, we took advantage of that and redid the goalposts and repainted them.

Mr. Berube stated it all looks pretty good.

Mr. LeMenager stated one idea always strikes me. I live by the soccer fields, so I see how much usage it has. I must admit that every time I walk by the baseball field, I never see anyone on it. Does it get used at all?

Mr. Walls stated yes, I had a T-ball team that used it. But you go through the school to get there.

Mr. LeMenager stated it is at the community school and has dugouts and everything.

Mr. Berube stated the big field behind the school has a fence all the way around it. In the back is a nice baseball field with dugouts and backstops and everything. It is beautiful.

Mr. Farnsworth asked is it behind the school?

Mr. Berube stated yes.

Mr. LeMenager stated it is accessible to anyone and totally open.

Mr. Berube stated yes.

Mr. LeMenager stated I see kids practicing baseball on the soccer field all the time, and I wonder why since the baseball diamond is only three blocks away.

Mr. Farnsworth stated that cost a lot of money to build. Why are there not more organized activities there?

Mr. Berube stated I am sure they would love to have more people use the baseball field. It cost a lot of money to build it and maintain it.

Mr. Nicholas stated Harmony is growing, and it is hard to get people out here to start the club. I think soccer is a good start. Football has been going for a couple years. T-ball will be next. We have been working with the T-ball groups, but they do not have enough kids to make the league go.

Mr. Farnsworth asked is the field big enough to handle kids older than T-ball?

Mr. Nicholas stated I do not remember the dimensions.

Mr. LeMenager stated yes, you can get a little league in there.

Mr. Farnsworth asked up to 12 years old?

Mr. LeMenager stated yes.

Mr. Berube stated the leagues will figure it out, but you need to get someone with some interest.

ii. Off-Duty Patrols

Mr. Nicholas stated Mr. Haskett and I were driving around last Monday, and he was informing me of a couple more nuisance, borderline vandalism things that came up after that weekend. We elected to call and organize off-duty patrols starting when school is out of session on December 20 from 8:00 p.m. to 2:00 a.m. They will run in six-hour shifts and will go all the way through Saturday night when the kids are back in school. We exempted Christmas Eve night from that list. The bill was about \$3,200 or \$3,300, and I sent an email to Mr. Moyer to that effect. We have not done any of our random patrols, but I reminded him that we talked about splitting up that sort of thing. You will see that on a future invoice approval, and we had to pay for it already. So beginning tomorrow night from 8:00 p.m. through 2:00 p.m. except for Christmas Eve, they will be checking facilities, pool areas, all the dead end streets, and that sort of thing.

Ms. Kassel asked we do not need any sort of motion to approve that?

Mr. Moyer stated this is a follow up to what the Board has already approved.

Mr. Berube stated that is within his scope of direction. Is our portion about \$3,000?

Mr. Nicholas stated no. I did not bring the invoice, but your share is about \$1,600.

iii. Street Lighting Plan

Mr. Nicholas stated we are close to having the photometrics done with Orlando Utilities Commission (OUC) on the new neighborhood street lighting plan. It will require between 35 and 37 fixtures. It is a pretty simple document. They have not given us the alternative option of LED lighting, which is quite white as opposed to the amber street lights that you are accustomed to.

Mr. Farnsworth stated sometimes it is rather harsh lighting.

Mr. Nicholas stated LED is a different light altogether. It is something to consider as we move forward. I know OUC owns these fixtures, and perhaps at some point we can ask them when they will do any retrofitting, if ever, to LED. I think the community school was originally installed as metal halide. They were not LED but they were a white light. There was some community feedback that all the other lights are amber and why are these white. So OUC changed them back to amber. I wanted to tell you that one option OUC is proposing is to do LED white light, but it is different from the traditional fixture. It is something we can talk about moving forward if you are interested. The

neighborhood is H-1, out near U.S. Hwy 192. Perhaps we can get them to come out and change one fixture to an LED and we can see what the cast and color look like. This is a service agreement with OUC, so it will need to be signed by us as well as the CDD. We are paying for all the infrastructure to put it in, but the CDD would ultimately take over the agreement in terms of the fixtures.

Mr. Berube stated it will be similar to the other 11 agreements we already have.

Mr. LeMenager asked how are we doing on consolidating the other 11 agreements that we already have into one?

Mr. Nicholas stated we can do that, which is an option. We have several options on the table with OUC. The immediate point is that we have at least negotiated enough of a monthly maintenance discount that will almost nearly offset all the new contract value in H-1. So if you did exactly what has been done in the past for Neighborhood H-1, it is an addition of about \$1,500 to \$1,600 monthly for those 35 to 37 fixtures. We negotiated a reduction of about \$1,200 in the old contract monthly maintenance amount. He had been waiting to do that reduction until we decided to do a consolidation or some other debt buy-down on that. I sent him an email just this week asking that in lieu of the fact that I will be asking the CDD to add these fixtures, I would like them to proceed with the maintenance reduction in advance of what we ultimately decide on the consolidation effort. I want to remind you again that OUC owns these as part of their distribution network. As a public utility, they have certain rules on the costs of capital and margin on top of what they install. They cannot waive it, and they will not waive it for us. When we talk about consolidation, there is a premium, in effect, to buy these contracts out. They are collecting their premium through these series of payments. If you decide to avoid the payments, they still want the premium. I have run a number of different scenarios, and the direction from the Board that would be helpful is how much, if any, of your \$550,000 in uncommitted cash would you like to allow me to financially model to help consolidate these agreements and reduce the monthly cost? There is an infinite number of scenarios of what is available to you. We could take out contracts that are more recent for the 2007-2008 phasing infrastructure and roads that have more payments still remaining on them and have not fully amortized. Or you can go back to the beginning in 2002 for the original phasing on the main spine roads and try to take those out, which have fewer payments remaining. In either case, they are not going to waive this premium that comes

along with their work to come out and actually connect to the distribution network that we installed.

Mr. Berube stated let us go back to the first contracts, the biggest ones. Our discussion included buying them out now because they were available to buy out now.

Mr. Nicholas stated they are all available for buy out.

Mr. Berube stated the first two contracts are older than ten years.

Mr. Nicholas stated that is correct.

Mr. Berube stated we know what that buy-out is. For \$500,000 up front, we would buy that out, which will save \$10,000 per month for ten years. So we would spend \$500,000 now for a net gain of just over \$1 million at the end of the ten years. That was the original math.

Mr. Nicholas stated it is slightly under \$10,000 per month, but you are right. The biggest monthly reduction in cash would come as a result of taking out the very first contract. There is an infinite number of ways to look at this. The reason I discussed the first contract is because you have been paying interest for ten years on that.

Mr. Berube stated we have another ten years to go.

Mr. Nicholas stated I went to OUC and asked them to waive the prepayment margin. The CDD has good credit and has been paying the bills at 10% on that money for over ten years. We have 9.75 years left on that contract, so it is half amortized. I asked them to waive the 10% prepayment. We went back and forth and negotiated with the CFO of the company. There are certain regulatory rules as to why they could not set a precedent and do that for us. When they were not able to remove the premium, it put all the other contracts in place. So you can take out any one you want. The premium was no longer part of my negotiating strategy. They will charge a premium on anything we take out, so now you have your choice.

Mr. LeMenager stated effectively, we have mortgage on all the equipment. Those are at 10%?

Mr. Berube stated 10.25%.

Mr. Nicholas stated they set the rate based on a State-wide understanding with the Power Commission. They do not have any contracts that deviate from that, so they negotiate once with the Power Commission. Then for all the subdivisions they

subcontract with, they have two rates: one for good credit and one for bad credit. The bad credit rate is about 14.8%, and the good credit rate is about 10.5%.

Ms. Kassel asked if we bought out this contract, would we be responsible for maintaining these fixtures?

Mr. Nicholas stated they will never relinquish the maintenance obligation because you will never own those fixtures. They will always be part of the OUC distribution network. Unless we change our thought process and the CDD would like to start purchasing these lights instead of having them be part of the distribution network, that will always be the case. We tried the model scenarios about hiring staff to do that ourselves, but they will not allow us. That would be like allowing someone else to maintain their transformers. They just will not do it.

Mr. Berube stated right now, they say for contracts one and two, they have \$500,000 in their capital investment in all those light poles and everything that goes with them. They are charging us 10.25% interest that we are paying every month. If we bought them out at about \$500,000, we would save about \$10,000 per month.

Mr. LeMenager stated that would be a savings in interest.

Mr. Berube stated no, for the total payment.

Mr. Nicholas stated it is a combination of the reduction in maintenance fees that we negotiated by going to them and saying we want to work with them to reduce the monthly expense for the CDD.

Mr. Berube stated nothing would change except we would have bought out their capital investment. We would spend \$500,000 now to recoup about \$10,000 per month for the next 120 months. We would get \$1.2 million in the bank because we are not spending \$10,000 per month in exchange for that \$500,000 layout. They will still own the poles and they will still provide the maintenance. It is still theirs and not ours. All we did was paid them back what they laid out.

Mr. Nicholas stated that is correct. I want to be clear since Ms. Burgess is very detailed about including this in the public record. I do not have all the spreads and scenarios in front of me. I do not know that it is exactly \$10,000 per month, but the point is if you put \$500,000 of the CDD's cash to work today, it will save you about \$1 million in obligations. That \$500,000 would be paid back in whole dollars without considering the costs of money or anything in less than five years. That is the simple punch line on

the raw economics. I also took the more recent schedules and ran those, as well. The math was not quite as good because their market pricing when they installed them before must have been worse. They flow with the market, as well, so the results are slightly worse than what we just described. If we spent \$500,000 of uncommitted fund balance to take out the most recent contracts, you would not get the same return as you would by taking out the older ones, just based on the pricing.

Mr. Berube stated those contracts are bewildering. There is no standardization. It all has to do with the market at the time, as Mr. Nicholas just mentioned. It is a mess.

Mr. Nicholas stated we could take all those contracts and roll them into one master agreement and re-amortize again, which would reduce the payments even further than what we are talking about. We have that, but the problem is that you are still paying over 10% interest on it. That is a little hard to understand refinancing it at 10% interest. In the world of interest rates, that might be viewed as a bad whole-dollar decision. But we do not have a choice on the 10.5%. It is not like you can go to a private lender and get that done. This is a self-financed OUC deal.

Mr. Berube asked have they given you the approval to do these buy-outs if we pursue that option?

Mr. Nicholas stated we do not have to ask for any permission. We can choose which contract and mail the money.

Mr. Berube asked we can just do it?

Mr. Nicholas stated yes. I am struggling with this. It is a bit like the School Board. I was not going to do all the work with the School Board until the CDD said you definitely want to do it and accept the land and maintain it. I am in the middle. I want to negotiate the best deal with OUC that I can feel good about pitching, because it is our money, too. We are spending the bulk of these funds in operation and maintenance payments. We can take some cash that the CDD has that is currently earning less than 0.25%. This cash is not working for our citizens or for me. We can put that cash to work by paying down an obligation with a greater reward.

Mr. Berube stated it is a 10% gain.

Mr. Nicholas stated these funds are uncommitted, and you would not touch the insurance fund or the renewal and replacement fund. You would still have a month or two of operation and maintenance reserve on top of this.

Mr. Berube stated we would be laying out \$10,000 per month less if we did this.

Mr. Nicholas stated at the end of a year, you would have it built back up.

Mr. Berube stated we would have \$120,000 in additional money in the checking account that we did not write checks for.

Mr. Nicholas stated if it starts January 1, it would not be \$120,000 because your fiscal year started in October. Presumably, in September you would reset the assessments to the lower number for the following fiscal year.

Mr. LeMenager asked where does the \$500,000 come from? Is that for one contract?

Mr. Nicholas stated the original phase of infrastructure is for Five Oaks Drive primarily, the whole stretch from Town Center all the way back. The amortized principal balance of that is about \$500,000.

Ms. Kassel stated that would take pretty much all of our operating reserves and all of our unassigned fund balance.

Mr. Nicholas stated that is correct. It would take all your unassigned fund balance, and the Board would have to change its policy instead of having a three-month operating reserve to a one-month operating reserve.

Mr. Farnsworth stated it is only for a short time.

Mr. Nicholas stated you are collecting assessments at the higher rate. Even if we negotiate this great deal, you are still going to be collecting at the higher rate. You are effectively refilling that unfunded balance immediately every month. You are just now paying yourself and not the 10.5% note.

Mr. Walls stated right now we have a three-month operating reserve, but the developer pays about \$70,000 per month.

Mr. Nicholas stated and you understand the dynamics of that.

Mr. Walls stated yes. That three-month reserve amount is for when we have most of the money coming from residential assessments. The developer is paying every month for a majority of the budget now.

Mr. Nicholas stated that is correct. Your monthly operation and maintenance is between \$100,000 and \$115,000 per month. We are writing a check for \$78,000 of that amount.

Mr. Berube stated \$10,000 would automatically come off the top of the current monthly spending, so effectively, we would be putting \$88,000 a month back into the operating account.

Mr. Nicholas stated I know we discussed it but I want to make it clear in case it is \$9,200 or something other than \$10,000.

Mr. LeMenager stated my concern would be that temptation to spend the \$9,000 per month. We worked pretty diligently to create some serious rainy day reserves. We have not had a hurricane in a long time, certainly not since I have lived here. Tropical Storm Fay was mostly a rain event, but we will have a hurricane and it will knock down a lot of trees. We will need to spend a lot of money to replace them and fix things up. What you are talking about is leaving us pretty naked. What if a hurricane comes next year?

Mr. Nicholas stated there is \$185,000 in reserves for replacements, which is not leaving you naked. There is \$50,000 cash set aside for the first \$50,000 of self-insurance. There is also a policy that this Board has to carry three months of operating reserves. On top of the \$185,000, the \$50,000 and the three months of reserves, there is this additional \$500,000 of uncommitted cash just sitting doing nothing.

Ms. Kassel stated the balance is \$136,000.

Mr. Nicholas stated the balance of \$136,000 comes from changing the policy on three months of operating reserves. You would have to pull the three-month operating reserve down to about one month in order to have that fund balance be uncommitted. I want to be clear for the record this is not naked; it is quite clothed, actually. I also want to remind the Board that you have citizens, including a major landowner in the CDD, paying you money every month and every year, with you managing that money. Currently, that \$500,000 is not earning any interest, and it is out of the pocket of the landowner.

Mr. LeMenager stated it is that major landowner who cut this deal originally. Let us be honest.

Ms. Kassel stated this came up because you were telling us about the Neighborhood H street lights. I feel like we can table this until next month when we have some hard figures.

Mr. LeMenager stated I like the idea, but send us some information during the month so we can review it. We have five weeks until the next meeting. I am sort of amenable. I want to feel more comfortable about the reserve position we are going to put ourselves in.

I would like to see where this puts us for the next hurricane season. Let us hope we have another incredibly quiet one, but this is Florida. We know we will have one someday.

Ms. Kassel asked was the presentation of the Neighborhood H-1 lights simply about that? Or was it to bring up this discussion?

Mr. Nicholas stated it was not to bring up this discussion. I am glad you did because a lot has happened, and there is still more discussion. If it was final, then I would be presenting something. You can choose any contract in the set.

Mr. Berube stated take Neighborhood H-1.

Mr. Nicholas stated let us say it is \$150,000. You do not have to spend \$500,000, but there is a financial analysis involved. If you pick the right contract, then you stand to make back the most money. I am not advocating that you do it just because you have extra money and choose the right amount that you feel good about spending. I am suggesting you do it from a purely financial standpoint so that you have some leverage on your cash and that you use it in the best, optimal way. If you take the other approach that you want a large rainy-day fund and nothing is enough and you want to keep building it up, then take maybe half of that and see what contract you could pay off for \$250,000. I could pick one that is from six or eight years ago. I am suggesting with the analysis, the one that gives you the most bang for the buck is one that has a little more than \$500,000 in principal.

Mr. LeMenager stated I understand. I am always driven by what our attorney tells us is our *raison d'être*, which is the maintenance of infrastructure.

Mr. Berube stated it is also managing money.

Mr. Nicholas stated what is nice is if the power poles go down, it is OUC's problem and not yours. That is one luxury of this for hurricane season.

Mr. Berube stated we spend a lot of time managing money.

Ms. Kassel stated I think next month we will perhaps have some figures in front of us in the agenda or at the meeting. Then we can decide.

Mr. LeMenager stated I want to be comfortable about our rainy-day money we have managed to save.

Mr. Nicholas stated it is not a small decision. It would be changing the capital structure of the CDD's balance sheet. I think you should take it seriously. The question I have is, would you like me to present what I think is the smartest economical and

financial move, or do you want me to pick a number in that uncommitted fund balance and try to fit it so that you still feel comfortable with the amount being spent?

Mr. Walls stated I would be comfortable with about \$400,000. I would suggest you look for something to plug that into.

Mr. Berube stated consider that we are under \$500,000 now. With each month that goes by, it drops by \$10,000. That is the way it is working.

Mr. Walls stated I am looking at what the reserves are today.

Mr. Berube stated by the time all this is settled, contracts one and two would probably be pretty close to \$400,000 because it goes down \$10,000 per month.

Mr. Nicholas stated the principal does not drop by the amount you pay for the payment.

Mr. LeMenager stated our mortgages do not work that way.

Mr. Nicholas stated you are only at the halfway point, so we are still paying quite a bit of interest.

Ms. Kassel stated if we pay \$500,000, that would be pretty much all of our reserve and all of our unassigned fund balance.

Mr. Berube stated he had a pretty good spreadsheet for contracts one and two.

Mr. LeMenager stated I am happy to look at it.

Mr. Nicholas stated I have to simplify it because it is all about choosing the one you want and showing you the return.

Ms. Kassel asked would you do two for us?

Mr. Nicholas stated yes. I also have a question about process. For the Neighborhood H-1 project in particular, we are going to be presenting a very simple one-page arrangement from OUC. I wanted to ask how you felt about LED, even if LED meant a different hue on the light itself. Remember you are not saving the money on electricity; they are because the energy is included in what we are talking about. Not that you do not still want to be good stewards and save electricity, but that does not have any impact on you. The other question is, we will need to execute this agreement together. I need some direction on how you feel about LEDs and if I can proceed with the lighting design. At some point at the next meeting or the meeting after, we will need to get that going because they have a lead time on delivering the lights.

Ms. Kassel stated you suggested that we have an LED light so we can see what the cast is and what the hue is. It is hard to make a decision on something you have not seen.

Mr. Walls asked is the capital more for LED?

Mr. Nicholas stated it is maybe \$100 a month, so the upfront cost must have been negligible. I was shocked, actually, because everything you hear about fixtures like that is a major cost. But it is not a major cost.

Ms. Kassel stated personally, I am fine with LEDs. I think it is more responsible of us, especially the type of community we are. But I do not want not see something that is really anomalous or upsetting to people.

Mr. Nicholas stated part of Neighborhood H-1 will be some major roads. When the phasing was installed, not all these fixtures are going into the new neighborhood. They are also going into an existing roadway that never got lights installed, which is on Dark Sky on the south side about halfway up.

Ms. Kassel stated it is pretty dark there at 5:30 a.m.

Mr. Nicholas stated for whatever reason, they were not installed initially, so we have to add those.

Mr. Berube asked they want to charge a \$100 premium for LED lights and it will save them money on electricity?

Mr. Nicholas stated yes.

Mr. Berube asked and on maintenance? But they want us to pay a \$100 premium?

Mr. Nicholas stated they are just installing what we choose. They will go to the vendor, buy the product, bring it here and bolt it to the underground that we installed.

Mr. Berube stated we are talking about buying them out and absorbing another contract for 20 years at 10.25%. What is the upfront cost?

Mr. Nicholas stated I think it is about \$150,000 for this next set of lights to just pay them to install the infrastructure. You are just paying them back for what they paid the vendor.

Ms. Kassel stated it is paying them upfront versus taking out a loan.

Mr. Nicholas stated that is correct.

Mr. LeMenager stated I must admit that I like that better than the refinancing idea.

Ms. Kassel stated let us see what the financials are.

Mr. LeMenager stated we have more neighborhoods that are still coming online.

Mr. Berube asked why continue to do what we have already done and are trying to fix, when we have an opportunity?

Mr. LeMenager stated I say many times that we play the hand we were dealt. Here we have an example of something that was done in the past, for whatever reason, good or bad. We know there is probably a better way to do it. We are much more financially stable now. I like the idea of taking care of some of that cost on the front end.

Mr. Walls stated as Mr. Nicholas said, you need to look at your return because \$150,000 amortized over 20 years may only save \$1,000 or \$2,000 per month or whatever the number is. But if you invest the money in the older contract, you may save \$10,000 a month.

Mr. LeMenager stated I appreciate that, but we are not an investment body. We are a maintenance entity.

Ms. Kassel stated we are going around and around. Let us see the figures and then decide.

Mr. Nicholas stated I will send you the letter quote on the two ways to do it, either the payment way or the upfront cost. I will send you the photometrics, the design, and where the actual lights are so you can see some of them are outside the neighborhood. I also want to mention something if you are open to it. For future subdivision planning, we can design it ourselves, and instead of having it be part of the distribution network, we can meter these devices, purchase them ourselves, and then you can choose whether or not you want to hire OUC to perform the maintenance. The difference is there are no meters between the transformers and these lights. It is part of the network. If we told OUC that we are going to do this ourselves, we could go to Holbrook or whatever fixture manufacturer and negotiate with them directly to buy the lights.

Mr. LeMenager asked who would buy them?

Mr. Nicholas stated the CDD would.

Mr. LeMenager stated no. This conversation is going to get me on my conversation about why CDDs are such an evil invention of the Florida Legislature. We have spent all our capital. Any capital expenditures that are left are on the developer, not the CDD.

Mr. Berube stated I would not want to own the light fixtures and take the electric bill every month. I would be fine with buying out the maintenance portion of what we are doing in Neighborhood H-1. When I look at that, I see effectively that we are buying

some light poles for 20 years. I would never finance that at 10.25%, and that is what OUC is asking us to do.

Mr. LeMenager stated the bottom line is, we have spent all the money there is to be able to put in any new infrastructure, end of story.

Mr. Berube stated I think we want to see the \$500,000 analysis, something in between, and what it will take for us to not get involved in financing Neighborhood H-1.

Mr. Nicholas stated under that direction, then taking out the recent contracts would be the preference. You want to leave the ones that have the fewest number of payments left so that they are done. If that is the philosophy, that is the way you would go. You would leave the oldest contracts alone under Mr. Berube's philosophy.

Ms. Kassel stated I am asking for your suggestion of paying \$500,000 and for \$400,000.

Mr. LeMenager stated I am happy to look at the numbers. I am concerned that this is yet another thing where we are on the hook for brand new infrastructure that has never been paid for and all the funds have long been spent.

Ms. Kassel stated this is the hand we are dealt.

Mr. Berube stated we can argue about it all day, but it is what it is, and we are going to take it.

Mr. LeMenager stated regarding LED lights, I hate the white light. I think we should keep all the neighborhoods the same.

Mr. Berube stated it would look different. We have gone to great lengths to keep everything blended.

Mr. LeMenager stated I think we should keep one color.

Mr. Berube stated I agree. I am fully in agreement with LEDs for durability and being green.

Mr. Nicholas stated at some point, they may make an LED that comes in amber, and I think that exists. I just do not think OUC is there yet. You only meet once a month, but we are on timelines to do certain things. In the event that OUC's lead time for delivering these fixtures exceeds the length of time between next month's meeting and the end of the project, what I may do is proceed with ordering the fixtures, but I need to have some communication back and forth. If your choice is to purchase them, what I need is some

direction if that occurs. Which way do I go? With whom do I speak? How do we get back together?

Mr. Walls stated this is a large expenditure.

Mr. Berube stated this is about ordering fixtures.

Mr. Nicholas stated that is correct, for the new neighborhood and bringing it online.

Ms. Kassel stated I thought we made our feelings clear just now by saying we want to try to keep things looking fairly uniform.

Mr. Walls stated he is talking about buying out the contract.

Mr. Nicholas stated if it is going to be 15 weeks for a lead time on these fixtures, and the next meeting is in January but the end of the project life is sooner than 15 weeks from the next meeting date, then we need to do this sooner. I am hoping to get some direction on H-1 in terms of your preference. Frankly, we would go into the agreement telling you that you would not be able to pocket anymore because I am negotiating this maintenance reduction that was already in the budget. But if you want to pay for those things in advance, that changes the dynamics a little. We may need to meet with the District Manager or a Board member and provide you with the agreement. I can send it out between the meetings or make some inference as to your preference if that occurs. Maybe it does not matter. Maybe they have an eight-week lead time or a six-week lead time and we are in good shape.

Mr. Berube stated that is just the lead time. That does not have anything to do with the finances.

Mr. Nicholas stated I do not believe they will order the fixtures until we agree to the service contract. I believe step one is to decide what we are doing for the 35 fixtures. Then they go to procurement and order it. I could be wrong, but I do not think OUC will order a specialty fixture that is only used in this neighborhood without some sort of service agreement.

Mr. LeMenager stated that seems reasonable.

Mr. Walls stated I am not trying to hold anyone up, but we are talking about a pretty good sum of money. I would like for this whole body to meet when we make that decision, whether it is a regular meeting or a special meeting. I think it needs to be decided at a meeting.

Mr. LeMenager asked how quickly can we meet? We still need to advertise it to the public to have a meeting.

Mr. Moyer stated I need 10 days' lead time.

Mr. Nicholas stated I just need to redo the quote to have them include the upfront costs as a possibility. He has already sourced the fixtures, so that is already in place. We already have a financed estimate, so that can happen fairly quickly. The lead time might not be an issue, but sometimes with this big equipment, it is.

Mr. Berube stated do your best and we will deal with it when we get there. That is a constraint of governmental bodies.

Mr. Nicholas stated a special meeting is always an option if we need one.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

The financial statements are included in the agenda package and are available for public review in the District Office during normal business hours.

Mr. Moyer stated we collected a minor amount of assessments, which was not anticipated, of \$42,000. We will receive most of the assessment levy from the residential houses that are occupied either this month or in early January. That is just how this works out. The assessment on the developer depends on the timing of his payment, which is historically in March. That gives you a heads up on our cash flow position. As we discussed, the developer is also directly assessed and pays on a monthly basis. They are right where they need to be. Other than capital outlay for the dock, we are a little under budget but pretty much right where we need to be.

Mr. Berube stated Ms. Kassel had a question last month in how that worked.

Mr. Moyer stated the issue was what did we decide to do in the budget and why did we not budget it. The reason it was not budgeted is there was discussion and understanding that it was going to come out of the reserves. The way we are booking this is now under capital, but it will be transferred to renewal and replacement. When we get to the end of the fiscal year, if we are under our overall budget, even though one line item is over budget, that is fine and we will leave it. If we exceed the budget, then we will come back and do a budget amendment to increase the renewal and replacement fund to equal the expenditure and decrease fund balance.

Mr. Walls asked do you generally spend out of reserves?

Mr. Moyer stated not usually.

Mr. Walls stated that is what I thought. What we do is move money out of reserves into capital outlay or wherever we are spending it.

Ms. Kassel stated the mistake is that it is under capital outlay and it should not be.

Mr. Moyer stated we will move that to reserves.

Mr. Berube stated I want to be sure Ms. Kassel's question was satisfied. I thought it was, but I wanted to be sure.

Ms. Kassel stated I thought we had budgeted it for \$40,000 under some line item in the budget, but it went under capital outlay, which is incorrect.

Mr. Moyer stated you are correct and we will move it.

B. Invoice Approval #164 and Check Run Summary

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

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the invoices, as discussed.

C. Public Comments/Communication Log

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

D. Website Statistics

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

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney – Discussion of Rules

Mr. Qualls stated I took my best shot at capturing the great discussion at the workshop and turning that into a redlined version of something that would be useful to you. I am sure there are a lot of things you have recommendations to change, which is why this is an ongoing process. Any comments you give me today, I will make today. The other option is to send me your comments. I can set up a document where I can show what Supervisor made a particular comment, so you can see it in front of you. Give me your comments today and I will provide you with another draft. This is a process, and it is important that you get the rules the way you want them.

i. Chapter 1, Administrative Rules of Procedure

Mr. Berube stated there has been no change until 1.4(5) related to public comments at meetings. I agree with everything. There is a typographical error under c on the third line where “is” should be “his.”

ii. Chapter 4, Parks and Recreation Facility Rules

Mr. Berube stated I have no comments on page 1, but at the bottom is a comment that these rules were adopted April 28, 2011. I presume that will change to reflect a new date.

Mr. Qualls stated yes, that will be a future date whenever you set the public hearing to adopt the rules.

Mr. Berube stated the rest of the nomenclature will be changed to reflect the other changes.

Mr. Qualls stated yes, the footnote will be updated at the point you adopt a final set of rules.

Mr. Berube stated rule 1.8 references two District-owned pool areas. I think our water feature qualifies as a pool.

Mr. Haskett stated it is licensed as a pool through the Department of Health.

Mr. Walls stated these rules mostly apply to access-restricted pools.

Mr. Berube stated the reality is the water feature is a pool. We pay for a pool license.

Mr. Walls stated you are talking about the definition.

Mr. Qualls stated I would just point out that the general use is the District-owned recreation facility. I think a pool falls into that category where a pond would not.

Mr. Berube stated I am talking about the splash pad, not a pond.

Mr. Qualls stated I can change that.

Mr. LeMenager stated I do not know that you need to change it.

Mr. Berube asked are we fine with just the two pools that are enclosed?

Mr. LeMenager stated I think that is pretty clear in the context.

Mr. Haskett asked does it list two pools?

Ms. Kassel stated yes.

Mr. Haskett stated so as to not have to change the rule again for pools added in the future, perhaps we can remove the word “two.”

Mr. LeMenager stated then all we have to do is update the attachment.

Mr. Qualls stated I will change it to “District-maintained pool areas shown on the attached map.”

Mr. Berube stated rule 1.11 defines a District resident. Rule 1.11.2 refers to a property owner who has elected to declare residency outside the boundaries of the District but also owns a home within the boundaries. Then 1.11.3 refers to a property owner who has not elected to occupy his or her home within the boundaries of the District, but rents his or her home out. How can people who do not live here be called residents? They are owners, not residents.

Mr. Qualls stated you have defined the term “District resident” and you want it to be broad enough to include people who own homes but are renting them out. So the owners can use the facilities and also the renters.

Mr. Berube stated no, this defeats that purpose.

Mr. Qualls stated we can change it.

Mr. LeMenager stated I would argue against that. If you bought something purely as an investment and you are renting it out, then you have given up your right to use the facilities.

Mr. Berube stated that is exactly right.

Ms. Kassel stated that is an excellent point. I think we need an “or” after these, so you will not have 1.11.2 and 1.11.3.

Mr. LeMenager stated I think 1.11.2 is for snow birds, who are people who have their legal residence somewhere else but come down here for three to five months a year.

Mr. Farnsworth stated in that case, they have not given up their right to use the facilities.

Mr. LeMenager stated that is correct; they have not given up anything. But if you are renting out your home, that is different.

Mr. Walls stated we deal with that later on in the rules that pertain to access cards.

Mr. Farnsworth stated I thought it was addressed somewhere.

Mr. Qualls stated what I am hearing you suggest is to strike 1.11.3.

Mr. LeMenager stated yes.

Mr. Nicholas stated that does not make them a non-resident. You are saying for purposes of use it does, which you address later in the document. He is just defining the word resident.

Mr. LeMenager stated that is not a resident. I do not think they should get an access card.

Mr. Walls stated it has to be defined so that you can use the term later, which it is in the access card section.

Mr. Qualls stated that is correct.

Mr. Walls stated whether or not you call them a resident.

Mr. Berube stated 1.11.2 is fine but 1.11.3 has to go. Then move up 1.11.4 and 1.11.5 to reflect the change in numbering.

Mr. Walls asked should we call 1.11.3 something else? Should we give it a different name so it has a definition?

Mr. Qualls stated that is a good idea.

Mr. LeMenager asked what would the purpose be?

Mr. Walls stated later in the document, there is language that says if you fall into this category, you do not get an access card.

Mr. Berube stated I did not find any conflicts with 1.11.2 or 1.11.3.

Ms. Kassel stated as we go through, we can make that notation.

Mr. LeMenager stated we should strike 1.11.3 for now.

Mr. Qualls stated Mr. Walls is talking about proof of home ownership on page 4, which is provided to get an access card. The policy decision was made that if you own a home and you do not live here, we are still going to consider you a resident. Now I am hearing you suggest you want to change that policy to say if you own a home here but do not reside in it, you will not be considered a District resident.

Ms. Kassel stated no. If you own a home here and rent it out, then you are not considered a District resident.

Mr. Qualls asked so you are only a resident if you own a home and do not rent it out?

Mr. Berube stated that is correct.

Mr. Walls stated we were trying to prevent double dipping with owners and their tenants using the facilities.

Ms. Kassel stated a resident can also rent a home.

Mr. Walls stated whatever you want to call that person who owns a home but rents it out should be defined somewhere.

Mr. Qualls stated they would be a non-resident owner.

Mr. Walls stated something like that.

Mr. Qualls stated so a non-resident owner who owns a home here and wants to access the facilities, in addition to assessments, will now have to pay the \$1,000 to access the facilities.

Mr. Nicholas stated no, a non-resident owner is fine. They do not have to be here all the time. They just cannot have a lease on their home.

Mr. Qualls stated if I am a home owner in the District and I lease that home out, I am paying the assessments and taxes. The policy is that I am not a resident. If I want to use the facilities, then I need to pay the extra \$1,000.

Mr. Berube stated yes, or if your renter does not use the facilities, then you can.

Mr. LeMenager stated I do not know if you can work out the wording, but basically if you rent out your home, then you have given your access rights to your tenants.

Mr. Berube stated that is exactly right. That was included in the documents from Fishhawk where they specifically said there was no double dipping. I read a lot of CDD material over the past month, and there are a number of them who do that, no double dipping for the facilities.

Mr. Qualls stated I appreciate that, but just because other people do it does not make it right. I am not suggesting that what anyone else is doing is wrong. You set the policy. I just want to understand it, and now I do.

Mr. LeMenager stated my wife had a different suggestion for 1.13 for guests that I had not thought of but apparently they do in Celebration. Right now, we are defining a guest as someone you physically accompany to one of our facilities. What if Grandma and Grandpa are coming for the winter or something of that nature? They may want to take the kids to the pool while the parents are gone. My wife wondered if it might be a good idea to have a policy similar to what you can do in Celebration, where if you have a guest, you can physically get them a guest card. You pay a deposit for that card, which is registered to that guest. When their time is up, then turn the card back in or you lose the deposit. Or there can just be a charge for it. We have a slightly different definition of guest.

Mr. Berube stated if we had an office onsite that could produce cards right there, that would be a wonderful idea. The process now is you have to provide the paperwork to Ms. Tschinkel who makes sure it is complete and sends it to Mr. Haskett who reviews it and

then gets them printed. That might take two weeks. I hope it is not, but occasionally if he is on vacation, you will not get the card done.

Mr. LeMenager stated I am talking about a card that does not have a picture on it but is simply a guest card. It is not a new and unique card. It is from a supply of Guest cards that someone can pay to get.

Mr. Berube stated you still have to do the paperwork to verify who is who.

Mr. Qualls stated you are suggesting to strike “and accompanied for the day” so it reads “a guest is someone who is invited by a Resident to participate in the use of the Amenity Facilities.”

Ms. Kassel stated that will open a can of worms.

Mr. Qualls stated I am just trying to capture the suggestion, not weigh in on the policy.

Mr. LeMenager stated yes, that is the essence of the suggestion.

Mr. Berube stated if Grandma and Grandpa are here for six months, then they are a resident. They are part of the family and get a regular family card.

Mr. Nicholas stated maybe at the time of original card acquisition, they get assigned a guest card, if that is a likely scenario, and it is attached to their address. It will never get used unless Grandma is in town, and they pay for that extra card that is connected to their use. I am trying to work out the operations.

Mr. LeMenager stated I am just raising the idea.

Mr. Nicholas stated that is a good thought.

Mr. LeMenager stated I thought of the same thing about getting the cards made, but I said I would raise the idea. I had not thought of it.

Mr. Nicholas stated if you look at it like an HOA or a membership scenario, there are plenty of unaccompanied guest situations, and they are perfectly fine.

Mr. LeMenager stated my wife’s comment was what if parents are both working, and Grandma and Grandpa want to take the kids to the pool.

Mr. Nicholas stated or the parents might be out of town and the grandparents are staying with the kids.

Mr. LeMenager stated yes, something like that.

Ms. Kassel stated I like the guest card idea where families can get an additional card for an additional fee that is a guest card.

Mr. Haskett stated some families do that already. They will list grandparents on their original paperwork.

Mr. Qualls stated we need to add a rule to provide for a guest card, whenever we get to that section.

Mr. LeMenager stated the fee is whatever the cards cost.

Mr. Walls asked what kind of fee are we talking about and what is going to stop me from going down the road and giving it to my dad and telling him to come here and use the facilities whenever he wants?

Mr. Berube stated pretty soon, there will be tighter controls with a set of eyes in the pool enclosures who will match cards to faces.

Ms. Kassel stated if his guest card is for his dad, then his dad can come at any time.

Mr. Berube stated I understand, but not if his dad is inside the pool enclosure and has his card and the face does not match.

Ms. Kassel stated a guest card does not have a picture on it.

Mr. Berube stated I thought you meant he would use your card.

Mr. Walls asked if we do that, then what is the point of an access card?

Mr. LeMenager stated so many people are going to cheat. I can think of people whose parents come to take care of the grandkids pretty frequently.

Mr. Berube stated they should get them a regular card. Call them a resident, but just do it the right way if they are here that often.

Mr. LeMenager stated they do not fit under family, and we would break 1.12 because they do not live there. They are coming to visit. I think we are all saying grandparents ought to be able to take kids to the pool in a supervised manner, but they do not actually fall under any of these definitions. I think I hear that it sounds like a good idea to allow them to do that, but then we need a different category.

Mr. Qualls stated the simple thing is to change the definition of family and strike the last sentence.

Ms. Kassel stated no.

Mr. Berube stated we can make family to include caregivers for minor children. That is really what we are talking about. If Grandma is here, she is a caregiver for the kids.

Ms. Kassel asked what if we allow them to have a card that does not have a picture on it but we only allow two per family? Then after that, they do not get anymore. They cannot just keep getting guest cards and giving them out.

Mr. Haskett stated keep in mind that the system is limited to a certain number of cards the way it is programmed, which is 3,000 user databases. You can have up to 8,000 total users. At some point in the future, you will run out of space.

Mr. Berube asked what do we have now?

Mr. Haskett stated about 1,300 users.

Mr. Berube stated so we are not close to that yet.

Mr. Haskett stated no.

Mr. Nicholas stated that is pretty good, actually. I did not realize that many people had cards.

Mr. LeMenager stated we do not have to resolve this now. It is a category of people that we would all think is fine to be using the facilities.

Mr. Walls stated yes, and it is a matter of making sure we keep control. That is the reason why we bought the access card system.

Mr. LeMenager stated that is why they should have an expiration date on it.

Mr. Berube asked how much of this has Mr. Haskett run into?

Mr. Haskett stated I do not think I have, the reason being we do not go out and match cards with peoples' faces.

Mr. Berube stated that may change when we do that.

Mr. Haskett stated yes. If you know the grandparents are going to be here for three weeks, we can issue them a three-week card. The system is designed so that once the card expires, you can take it out of the system, which opens up that slot.

Mr. LeMenager stated I am saying it does not have to be a picture card. It can just be a set of cards that you have in your possession if someone says their parents are in town for three weeks and will be taking care of the kids and would like them to be able to take the kids to the pool or on a boat. They would have to go through the training in that case.

Mr. Berube asked if we instituted that policy and issued those cards, Mr. Haskett could deactivate them on definite day?

Mr. Haskett stated yes.

Mr. Farnsworth stated if that type of guest card just had a number on it, then it would not need to be reprinted. It would just be reissued to someone.

Mr. LeMenager stated yes, we are not talking about a card that is thrown away after it is deactivated.

Mr. Haskett stated if the card gets back to my office, we could certainly do that.

Mr. LeMenager stated they should pay an appropriate deposit to encourage them to return the card; otherwise, they will lose their deposit.

Ms. Kassel asked how would we amend the definition of guest?

Mr. LeMenager asked would we need another category?

Mr. Qualls stated I think we would provide a provision for allowing a guest or a relative to obtain a card.

Mr. Berube stated we can just add a line that says guest cards may be issued for temporary purposes for visiting extended family members.

Mr. Farnsworth stated that means you basically move the last sentence of 1.12 down to 1.13.

Mr. LeMenager stated no, we are saying those people do not count as family, but we do want to count them as guests. What we are really saying is that we want grandparents to have the ability to take their grandkids to the pool without the parents being there.

Mr. Farnsworth stated I understand. I am trying to also understand how to get that provision into the wording.

Mr. LeMenager stated we need to amend the definition of guest to accommodate two kinds of guests: accompanied and unaccompanied.

Ms. Kassel stated just put a comma at the end of that sentence and say except for temporary cards issued for visiting family members at the end of 1.13.

Mr. Qualls stated we are defining guest as anyone except visiting family members.

Ms. Kassel stated 1.13 stays the way it is, except at the end.

Mr. LeMenager stated then they are not family. Then they are no one. You can only be family or guest.

Mr. Qualls stated you are now going to exclude someone from being a guest.

Ms. Kassel stated at the end of 1.13, insert a comma and “with the provision of temporary unaccompanied guest cards for visiting family.” We need to deal with the unaccompanied guest users. The rest of the sentence says accompanied.

Mr. LeMenager stated I agree.

Mr. Qualls stated so it will read “Guests shall mean any person or persons who are invited and accompanied for the day to participate in the use of the Amenity Facilities, with the provision of a temporary guest card.”

Mr. LeMenager stated I think it needs to be a new sentence.

Mr. Berube stated I agree. Leave the period and add a sentence that includes the ability to receive temporary access cards for visiting family.

Mr. Golgowski stated if you are a caregiver accompanying the child, you are a guest of the child. A child is a resident as already defined.

Mr. Nicholas stated a child is defined under family.

Mr. Berube stated a child does not have an access card.

Mr. Golgowski stated he can still be inviting the guest.

Mr. Berube stated but he does not have a card to get in the gate.

Mr. LeMenager stated we want the grandparents to have a card so they can take the kids to the pool.

Mr. Berube stated we do not have a family card; they are all individual cards. You are right that he is a guest of the child. Mr. Qualls gets the idea, so we will let him come up with the wording.

Mr. Qualls stated I hear you trying to create a mechanism whereby visiting relatives or extended family can be issued a guest card so they can take the kids to the pool without the parents.

Mr. Berube stated that is correct.

Mr. Qualls stated I do not think you change the definitions. I think you add a provision to access cards.

Mr. LeMenager stated that is fine.

Mr. Qualls stated we can say that guest access cards can be issued on a temporary basis to visiting relatives.

Ms. Kassel stated except that we have defined a District resident, so we do not need to have it here.

Mr. Berube stated no, we can have it further in the rules.

Mr. Farnsworth stated when you get to rule 2.3, it starts with “Patron,” which is not defined anywhere.

Mr. Qualls stated we need to define it. Remember, you said to take the Fishhawk rules and insert them in this section, but you are right that it needs to be changed to “District Resident.”

Mr. Farnsworth stated if you are going to use Patron, then we have to define it.

Mr. Qualls stated I think the easiest thing to do is strike the concept of Patron and say Resident.

Ms. Kassel stated except that this section is under discussion. Mr. Berube has proposed these changes, but we have had a lot of feedback that says not to change it.

Mr. LeMenager stated I think the wording needs to be changed; however, I would like to announce that I am joining Ms. Kassel on the side of no fishing in any ponds. I listened to all the comments. I have heard a lot of impassioned pleas on the side of no fishing. Frankly, I have heard very few impassioned pleas from the other side. That side is more like “it would be nice.” I am moving totally to Ms. Kassel’s side, which is no fishing in the ponds. It is not worth the hassle.

Mr. Qualls stated I think a lot of these Fishhawk rules are difficult to enforce.

Mr. Walls stated my position is to remain silent and get rid of 2.3 altogether and not say anything.

Mr. Qualls asked are you suggesting no fishing at all, not even at Buck Lake?

Ms. Kassel stated no, I am not suggesting that at all.

Mr. Qualls stated so there are places where people can fish.

Ms. Kassel stated absolutely.

Mr. Qualls stated this rule does not ban fishing.

Ms. Kassel stated no, this rule says fishing is prohibited in District-owned ponds.

Mr. Qualls stated I was going to suggest saying that fishing is prohibited except in designated areas.

Mr. Nicholas stated the District does not own the lakes. That is not even a part of this.

Mr. Qualls asked but is it a designated place to fish?

Mr. Berube stated we are getting way off track. To be clear, we are dealing with seven ponds when we talk about fishing, trespassing, swimming, or anything else. It is seven ponds: 25, 26, 27, 30, 31, 32, and 33. The ponds that have houses contiguous to them are 24, which is Bracken Fern, 26, which is Dog Trot, and 33, which is the Estates

entrance. Some may say that the pond at Dark Sky and Goldflower is contiguous, but there is a CDD buffer zone behind those houses between the pond and the homes.

Mr. LeMenager stated that is also true at Bracken Fern where there is a CDD buffer zone of about 20 feet. Their property line does not end at the pond.

Mr. Berube stated I am referring to homes where the grass goes right up to the buffer zone.

Mr. LeMenager asked what is the difference between grass and scrub? Land is land.

Mr. Berube stated we have four possible ponds that have houses contiguous to them. At this point, I have listened to all the people who have come. What I hear from everyone who came here was when the signs went up, the problem went away. We heard that again tonight. I do not have a dog in this fight, but I try to do the right thing. For the people who live on those ponds, I still want to open up all the ponds and take away the rule about regulating fishing. But I am absolutely in favor of leaving the signs in place that are there with the exception of Long Pond. For the people who live on a pond, the signs should stay, and that should resolve the problem.

Mr. Qualls asked are you suggesting what Mr. Walls did, just striking section 2.3 altogether?

Mr. Berube stated I am not proposing anything yet. I am saying as a compromise for the people who like the signs in their ponds to leave them.

Mr. LeMenager stated the signs actually have wording and the rules do not mean anything.

Mr. Berube stated they do not mean anything anyway.

Ms. Kassel stated that is not true.

Mr. LeMenager stated I am with Ms. Kassel on this one. I have definitely heard from people here who said they called the sheriff, the sheriff has come out and asked them to leave, and they left.

Mr. Berube stated that is exactly right, but that is not because the sign is enforceable. It is because the sheriff drove over here.

Mr. LeMenager stated a No Trespassing sign is absolutely enforceable.

Mr. Berube stated no, it is not.

Ms. Kassel stated yes, it is. Whether they choose to enforce it or not is a different matter.

Mr. Berube stated the sheriff's legal counsel has said it is not enforceable.

Mr. Qualls stated I have not talked with the sheriff's legal counsel, but we were talking about this in 2011. I found a memorandum that I had written to Mr. Golgowski with my research. There is a distinction between adopting a rule and enforcing the rule. The trespassing signs that you installed were done pursuant to Chapter 810, Florida Statutes. You have the legal parameters to make the policy decision to allow fishing or not to allow fishing. I do not see it as the law precluding you from doing one or the other. I do think an important thing to consider when any policy-making entity is making policies is, are you going to spend more time, effort, money and energy on a rule that you cannot enforce. If so, then it probably is not a good rule. There are a lot of examples of that on the tax side where I spend a lot of time providing counsel. For instance, tangible personal property has a tax in this State, which includes all property that you possess, but the Legislature has decided to exempt furnishings that are owned by people in their homes. The reason is that it will be impossible to enforce that and collect it. My point is, it is not a legal decision; it is a policy decision. Are you going to adopt a rule that will actually result in someone enforcing the rule? What we are hearing from the sheriff is most likely it is not something that is going to be enforced. That is not to say that we cannot work with them to get additional enforcement measures, but right now, it seems that there is a disconnect since not all law enforcement officers are going to treat it the same way. I want you to focus the discussion on fishing as it pertains to the preservation and maintenance of District facilities. That is why you adopt rules, to preserve and maintain District facilities. I do not know the answer, but to me, that is the basis by which the District has to make its decision. That is where you have the authority to make rules such as this. The District shall preserve and maintain District facilities. The Board in the past had the legal right to pass a rule to not allow fishing and to put up the No Trespassing signs. This Board has the legal right to change that. What is interesting to me is, we never hear the debate about if we can really stop people from going in the pool after hours and vandalizing things and tearing it up. Everyone accepts that. I was out for a jog in a public park, and the public park had the gall to tell me I could not trespass on a public park because they were doing construction. Governments can make rules to regulate access as long as you are treating everyone the same. You cannot restrict it, but you can regulate it. I may not be helping, but I am trying to get you to frame the decision

on what is in the best interest of the District in preserving and maintaining District infrastructure. It is unclear to me how fishing relates to that.

Mr. Walls stated three years ago when we did this, my opinion was the same as it is today. I do not understand why we are talking about it. Just be silent on it and forget about it. I do not think I brought it up last time or this time. Ironically, Mr. LeMenager brought up changing the rule this time. I do not know why we are discussing it. I was talking with my wife about this today. We assess \$4 million to District property owners every year when you include debt service, and we never hear anything about that. One or two people come here and talk about the \$4 million we collect to run the District, and the big issue is whether or not someone can fish in a pond. That blows my mind. Let us just get out of it. It is a legally permissible activity.

Mr. Berube stated Mr. Odden said that the signs fixed the problem.

Mr. Odden stated so far, they have.

Mr. Berube asked if the signs stayed, would that be acceptable?

Mr. Odden stated when someone shows up and starts fishing in a pond and having a party out there, I can call the sheriff.

Mr. Berube stated whatever is written in our rules, the sheriff does not care about. The only reason the sheriff throws someone out is because a resident calls them, they show up, and they want to make you happy because you are the resident. They will not enforce trespassing against residents. The deputy told me that if he is called out for someone fishing in a pond and you are standing there, he will ask them to leave to keep the peace. But if that person fishing knows the law and says they are not going to leave, he will not make them if there is any resistance. The only way that is enforced is if a CDD member is there with the sheriff and signs a trespass ticket. I have heard what everyone has said, and I agree with you. My initial opinion was to erase the rule and be done with it and take all the signs out. I am trying to strike a reasonable compromise between the two parties. There are some people on this Board who want to eliminate the fishing ban and the trespassing ban and everything else. To your credit, residents have come here and said you do not like that. What I heard is that the most effective thing we did that stopped the problem behind your houses was to put up the signs. We will keep those signs there. Very little will change from your perspective.

Ms. Kassel stated I disagree. As Mr. Qualls said, we did everything we needed to do. It sounds like you are talking about leaving the signs up in that one pond.

Mr. Berube stated at two ponds.

Ms. Kassel stated you are also ignoring the people who live on Lakeshore Pond who have said they do not want fishing in any of the ponds.

Mr. Berube stated none of those residents showed up.

Ms. Kassel stated yes they did: Ms. Balash, and I believe Mr. Sonny Templeton is on the list from Mr. Presley.

Mr. Walls stated at least two people want to keep the rule as it is. I would prefer to get rid of it altogether. I am not encouraging or discouraging fishing. I am just saying to get out of the business of regulating it.

Mr. Nicholas stated Mr. Qualls framed it the right way. Rule 2.4 refers to swimming and watercrafts, and there is a lot of new language in here that is harder to try to deal with than what you had before. Right now it says that fishing is prohibited in District-owned ponds. If you are going to do any change, as the developer, I would recommend that it simply says recreation of any kind, including fishing, water craft, or swimming, is prohibited in District-owned stormwater retention facilities.

Mr. LeMenager stated that is what I was going to get at.

Mr. Nicholas stated it covers everything. Whether you can enforce it or not may not be the issue, but you are protecting the District's infrastructure. You have made the attempt with this policy to protect it against recreation of any type in those retention facilities.

Mr. Walls stated that means no walking and no jogging, nothing.

Ms. Kassel stated in the ponds.

Mr. LeMenager stated what I like about the wording here is what the ponds are. Rule 2.3 should be more about what the ponds are, what they are for, and what prohibited uses are in the ponds. You define it and say the ponds are for stormwater management. They are there for the next hurricane or the next tropical storm, like Fay, where it rained solid for 72 hours. They are not really here for anything else. They are not for any use other than stormwater management, including but not limited to, fishing, swimming, water craft, and so on.

Ms. Kassel stated rule 2.3 will be struck. Rule 2.4b will say all ponds on District property are retention ponds, no water craft, swimming, fishing or recreational activities of any kind are allowed in any of the ponds on District property.

Mr. Nicholas asked why would you strike 2.3? That seems like it would be the place to keep it. Do you mean 2.3a and 2.3b would be struck?

Ms. Kassel stated rule 2.3 was fishing is prohibited in District-owned ponds. There was nothing else. Rule 2.4 is new.

Mr. Qualls stated yes, I pulled 2.3 and 2.4 straight from the Fishhawk rules. They actually seem to contradict other rules you have. For instance, 2.4f says that home owners whose lot abuts the ponds are responsible for mowing. That one should be stricken. The idea was great to include them so now they are in front of everyone, but clearly this will have to change. What I hear Mr. LeMenager saying is that rule 2.3 would say something to the effect that the District-maintained ponds are part of a stormwater maintenance system that the District is charged to maintain. These ponds were not designed for any recreational use, including swimming and so forth. I am trying to capture your suggestion.

Mr. LeMenager stated that captures it.

Mr. Berube stated that is all fine and good, but at the time this was written, four people were moving toward adopting this policy. We spent hours talking about it.

Mr. LeMenager stated I do not think we have four people doing that. I disagree with you completely. What we had was a group of people who thought we should draft some wording. From my perspective, I want to provide some draft wording, something we can discuss because I figured we are going to discuss this two or three times. I actually thought when you said we could decide on this in 60 days at the beginning of the meeting that you were being unrealistically optimistic. I would be shocked if we get this done in four months. We will go back and forth more than a few times. That was also before we got all the public feedback, as well. We have received public feedback, which has been pretty clear and pretty one sided.

Mr. Farnsworth stated I would dismiss that one sidedness. We need to decide independent of that.

Mr. Berube stated before we rewrite this, we need some guidance. I still believe there are three people on this Board who want to rescind the fishing ban.

Mr. Farnsworth stated what I suggested tries to address the despoilment concerns of the residents whose properties back up to the ponds, and it tries to list all of the things that are prohibited in the pond.

Mr. Berube stated what I read that you are suggesting is that while fishing is not encouraged, it will, as required by law, be tolerated.

Mr. Farnsworth stated that is correct. Everything else here will be called out as suggested, that all these other things, like swimming or water sports or boating of any kind or anything like that is out of bounds, including boisterous activity or anything that disturbs the peace. Fishing is about the blandest thing a normal person could possibly do, standing or sitting on a bank with a line in the water. To me that is the most boring thing anyone ever came up with doing.

Mr. Berube stated before we redo all these words to say no fishing, we need to remember that when that comes to a vote, it will lose.

Mr. Farnsworth stated my understanding is that the only way you were getting no fishing in there was not that we really had the authority to say no fishing but we had the authority to say no trespassing. That is how you were getting to no fishing.

Mr. Qualls stated the authority of the District is that the District shall preserve and maintain District infrastructure, as long as the best information available to the Board means you are carrying out that duty that the Legislature has given to this Board, to preserve and maintain District infrastructure.

Mr. Farnsworth stated I do not want to say no fishing. What does that have to do with maintaining?

Mr. Qualls stated that is a fair question.

Mr. Farnsworth stated that is irrelevant.

Mr. Moyer stated that is the point. It does not have anything to do with maintaining, and therefore, why should it be permitted.

Ms. Kassel stated exactly.

Mr. Farnsworth asked why should it be denied?

Mr. Moyer stated because it does not have anything to do with the core objective of the District to own, maintain and operate. That is the point I made a month or two ago. If you are not on that property maintaining the water management system, then no one has the right to be on that property.

Mr. Farnsworth stated now you have complete no trespassing for anyone.

Mr. Moyer stated that is correct.

Mr. Farnsworth stated the only way to enforce that is back to the fence arrangement.

Ms. Kassel stated no, we are enforcing it now with the signs.

Mr. Farnsworth asked does no trespassing apply to anyone?

Mr. Qualls stated yes.

Mr. Farnsworth stated that means you cannot go down to the pond.

Ms. Kassel stated yes, I can go down to the pond but I cannot go into the pond and I cannot put something in the pond.

Mr. LeMenager stated that is the key. I like what you have written here, but the key is that pond is not a defined term. What you have written is not about the pond. It is about the pond and the 20 or 30 feet behind it. I think what we are talking about is the pond itself, the water, period. That is the stormwater management system. The banks of the pond are not the stormwater management system.

Mr. Farnsworth stated this is getting to the pond. This is everything that surrounds the pond, which is public property.

Mr. LeMenager stated that is correct and people can walk on it.

Mr. Walls asked why is it acceptable for people to walk around the pond or sit on the pond bank? We are not going to call that trespassing, but if you do those things with a fishing pole, then you are trespassing.

Mr. LeMenager stated because you have gone into the water.

Mr. Berube stated certain people have created a problem on certain ponds over time because they were rude.

Mr. Walls asked if they were causing a problem, why was the sheriff not called to resolve the problem?

Mr. Farnsworth stated exactly.

Mr. Berube stated probably because it was easier to take this approach.

Mr. LeMenager stated the sheriff was called, and I am not disagreeing with you.

Mr. Walls stated I just do not get it.

Ms. Kassel stated we were having a problem, and the sheriff was called. People came to us and said they want signs, because to people who want to come fish, not having signs means they are welcome to fish there.

Mr. Berube stated that is exactly right.

Ms. Kassel stated I did not think of it until tonight, but I seem to remember from the minutes when we were last discussing this that Mr. Qualls or someone brought up that if you invite fishing, then you are creating an attractive nuisance. If you are creating an attractive nuisance, that could muddy your indemnification against getting sued.

Mr. Walls stated I do not think anyone is inviting anything.

Mr. Farnsworth stated we are not inviting anything.

Mr. Berube stated I have read dozens and dozens—as many as I could find—of rules for other Florida CDDs. They all address their ponds, and they all address fishing. Some exclude a couple ponds, probably for good reasons, and I do not know why they exclude them. All of them allow fishing in the vast majority of their ponds, and they address it. They cite most of these rules. I could not find a single one that did not. I searched “pond,” “trespassing,” and “fishing.” I read a lot of rules. Our rules are soft compared to what a lot of CDDs have. We are not talking about others for rules. I am talking about what others are doing for fishing. You can tell they have revised their rules many times because there are things that do not exactly fit. Other people have struggled with this issue. We will discuss this meeting after meeting after meeting. I am trying to bring it to a head and do a compromise. I still think there are three people on this Board who want to remove the ban, whatever that ban happens to be. Everyone has said over and over again that until we installed the signs, there was a problem. Once the signs went up, the problem stopped. So leave the signs.

Mr. Farnsworth stated I would like to address the problems raised by people whose property abuts the ponds about what goes on in those ponds. Just fishing alone is not the right way to do it. This is the reason I suggested revised language. The way I chose to word it to address it was to say no loitering or congregating directly behind homes that back up to ponds. If you stop and think about loitering or congregating, then you have eliminated fishing behind your house. I cannot fish without loitering behind your house. If I go around to the other side of the pond, then I could potentially fish, but I would not be causing problems right behind your house or staring into your house.

Ms. Kassel stated I understand, but these people are saying that they do not want fishing in any ponds, whether it is at their house or someone else’s house or across from

someone's house. They do not want someone fishing, not just behind their house but across the pond from their house.

Mr. Berube stated not all those people.

Ms. Kassel stated except for one person.

Mr. Berube stated the problem with what Mr. Farnsworth suggested gets back to the same thing Mr. Qualls said, which is the enforcement of rules. If we adopt all of this language about people behind their houses and what not to do, how do you enforce it? Do we adopt another rule we cannot enforce?

Mr. Farnsworth stated no. Let us consider obnoxious, boisterous activities. That is disturbing the peace and it does not require us to actually sign anything. If someone is out there making a nuisance of themselves, you can call the sheriff. It does not require a rule.

Ms. Kassel stated so then it does not need to be in the rules.

Mr. Berube stated it is already in 2.3i, which says the use of profanity or disruptive behavior will not be tolerated. Mr. Farnsworth expanded on that, which is fine, but it is already there.

Mr. Walls stated what you are talking about with people causing problems, you can already call the sheriff.

Mr. Berube stated I understand.

Mr. Walls stated we do not need to get into it here.

Mr. Farnsworth stated I was trying to eliminate that even if you allow fishing not to allow it in an area or in such a way that it despoils the view or access or anything else for people who bought properties that back up to that pond.

Mr. Berube stated we have discussed this many times. The compromise that I offered from your perspective is to leave the signs where they currently are, not in Long Pond but the two ponds that have signs where residents showed up, but remove the rule. Is that acceptable?

Mr. Farnsworth asked remove it without having anything?

Mr. Berube stated no, we would have some nomenclature that we will lift the ban on fishing but leave the signs as a compromise to those residents. I am not asking for a vote, just your opinion.

Mr. Farnsworth stated in general, yes.

Mr. Walls stated my opinion is to delete the rule. The signs do not matter if the sheriff is not going to enforce them. Maybe we can investigate that further.

Mr. Berube asked is it acceptable to remove the rule but leave the signs alone?

Mr. Walls stated I think leaving the signs is stupid if they cannot or will not enforce the rule.

Mr. Berube stated I do not disagree with you, but people like the signs and they solved the problem. I am fine with leaving the signs.

Mr. Farnsworth stated I think some other sign could address the problem even better. Before we totally leave this section, the title needs to not say “unauthorized use” but just “use of District facilities.” Strike the word “unauthorized.”

Mr. Berube stated it is getting late and we are all tired. We continue to beat this issue, so I suggest we table it for now. We will skip this section for now and continue to discuss the rest of the rules.

Mr. Walls stated there is a consensus of the majority for the way Mr. Qualls should write this.

Mr. Berube stated yes.

Mr. Qualls stated because all these ideas are vital and important, I will try to create a document that has everyone’s suggestions as best as I can. Then you will discuss this again next month.

Mr. Berube stated this is what public meetings are all about.

Mr. Qualls stated yes, and this is good. While you are reviewing the rules, it is good to take a hard look at them.

Mr. Berube stated rule 2.4c says that it is recommended for residents wishing to fish in the ponds to walk or ride bicycles. I suggest we change “residents” to “anyone.”

Ms. Kassel stated I thought we were skipping this entire section and going to access cards.

Mr. Berube stated that is fine. Rule 3.1.3 “reneal” should be “renewal.” The number for rule 3.1.3.1 should be 3.1.6.1.

Mr. Qualls stated any formatting issues will be fixed. If you will focus on the substance, I will clean up the formatting.

Ms. Kassel stated before we leave this section, in 3.1.1 or 3.1.3, we need to address the issue of the temporary guest cards.

Mr. Qualls stated we can say that guest cards may be issued on a temporary basis to visiting relatives.

Ms. Kassel stated they will also cost \$10, so that should probably be included in 3.1.3.

Mr. Berube stated the \$10 is refundable in that circumstance. The other \$10 charges are not.

Mr. Qualls stated it is refundable when the card is returned.

Mr. Berube stated yes, just for the guest card only. Make that clear.

Mr. Walls stated I think there should be a maximum length of time on that for \$10.

Mr. Berube asked how about 90 days?

Mr. LeMenager stated yes, for three months.

Ms. Kassel stated yes.

Mr. Qualls stated it will say on a temporary basis not to exceed 90 days.

Mr. LeMenager stated I do not think too many grandparents are here longer than that.

Mr. Berube stated some do.

Mr. LeMenager stated I am sure Mr. Haskett can make an exception in that case.

Mr. Berube stated my suggestion for rule 4.6 for access privileges is to add "at a minimum" after "90 days." That way if there are serious infractions, then Mr. Moyer can decide if someone's card needs to be deactivated for six months or something. If it is only 90 days, that is rather limited.

Mr. Nicholas stated you can eliminate the length of time altogether and say as determined by the Board or Manager.

Mr. Qualls stated I would say at the discretion of the District Manager.

Mr. Berube stated that is fine.

Ms. Kassel stated it could read "180 days or at the discretion of the District Manager." That way people reading the rules know that it will not be for 30 days.

Mr. Qualls stated so I will revise the last sentence to read "90 days, at the discretion of the District Manager." We want to have a minimum time period, but we want the District Manager to have discretion.

Ms. Kassel stated yes, but it is 180 days for the offending party and 90 days for the other family members.

Mr. Berube stated that is why I suggested adding “at a minimum” because it covered both numbers in that sentence.

Mr. Qualls stated we want to include a little language to give the Manager some discretion.

Mr. Berube stated that is correct.

Mr. LeMenager asked in rule 4.5, are we comfortable with the number of four guests? Are we comfortable that a 16-year-old can bring four guests?

Ms. Kassel stated I am not. I was not last time, either.

Mr. Qualls asked what is your suggestion?

Ms. Kassel stated two guests for a 16-year-old.

Mr. LeMenager stated rule 4.5 says that a family can bring up to four guests.

Mr. Farnsworth stated it does not distinguish ages.

Mr. LeMenager stated no, and a 16-year-old can go to the pool by themselves. The combination of 4.4 and 4.5 give a 16-year-old the ability to bring four guests. I am more comfortable keeping that at two guests. I do not know if that exception goes under rule 4.5 or somewhere else.

Mr. Walls stated we discussed this last month. Who is going to card a 16-year-old? How do you tell the difference between someone who is 16 or 17? And why?

Mr. Berube stated it gets tough.

Mr. Walls stated if they are causing a problem, kick them out.

Mr. Berube stated I do not see the limits on kids as a big deal. We are going to have people in and out of those pools all the time. That is the whole point.

Mr. Qualls stated you just do the best you can.

Ms. Kassel stated we have had a lot of problems at the pools, and the problems are generally caused by kids who are ages 15, 16 and 17. If we limit them to two guests or if we have that policy, then we can enforce it. We will have people to enforce that policy, and we had people this past summer to enforce that policy. It helped. Then we are minimizing the likelihood of problems for residents who will have to deal with them.

Mr. Berube asked you do not think two guests with a 16-year-old can create nearly as much of a problem as four guests with a 16-year-old?

Ms. Kassel stated I think that two guests will create less of a problem than four guests.

Mr. Qualls asked should rule 4.4 be ages 16 and under? Will that solve the problem you are trying to address?

Mr. LeMenager stated I do not have a problem with a 16-year-old going swimming by himself.

Ms. Kassel stated no.

Mr. Qualls stated you just have a problem with them bringing guests.

Mr. LeMenager stated no.

Ms. Kassel stated I do not have a problem, but the people who are swimming at the pool or are at the pool have a problem when a bunch of kids come together and cause problems.

Mr. Walls asked what if they all live here and they all have cards?

Mr. LeMenager stated then they can all come. I do not have a problem with the rule the way it is written. I just wanted to bring it up to make sure it was fine.

Mr. Farnsworth stated I thought most of the problem was outsiders coming in and climbing fences and things like that, not a resident bringing guests.

Mr. Berube stated I firmly believe that with the presence of employees in that pool area, most of these troubles will go away. If they do not, then we are doing something wrong.

Mr. Qualls stated so there will be no change to 4.4 or 4.5.

Mr. LeMenager stated I am fine the way they are.

Mr. Berube stated rule 4.7 says any person swimming or utilizing the pool facilities. Those are kind of the same thing.

Mr. Qualls stated actually, this was the recommendation from the District Manager's office. There is an issue with people who are not swimming but use the patio area after hours.

Mr. Walls stated you can just say utilizing the pool facilities.

Mr. LeMenager stated yes, just delete "swimming."

Mr. Berube stated 5.1 "Facilitates" should be "Facilities." Rule 5.6.2 references all parties who do not provide credit card information. This is a problem to me because, how do we process credit cards? We are asking people for their credit card information. Who gets the information? Where does it stay? How do we process that information? Does the

Manager's office have the ability to process credit cards if we were to bill someone for something? I do not think so.

Mr. Moyer stated I will check. Obviously we are doing utility billing, and I think we have implemented a policy where we will take credit cards. That may very well mean that we can process credit cards.

Mr. Berube stated if we are going to ask for credit cards, we need to provide security. Target appeared in the news again today where 40 million peoples' cards were compromised by Target. If we are going to get credit card information from people, we need to have a way of keeping that locked up. If we are going to ask people to provide their credit card information, we need to have a way of using those credit cards.

Mr. Walls stated I thought we were going to discuss doing away with deposits altogether. We discussed that last month.

Mr. Berube stated we did discuss it, but this language is still in the rules.

Mr. Walls stated he only implemented changes we discussed. We did not make any changes to this section.

Mr. Berube stated this has to do with the online reservation system, which has no credit card processing ability in it yet.

Mr. Qualls stated I am hearing the issue is processing the credit cards. Do we want to strike the ability to use credit cards and make people pay the deposit by cash or check?

Mr. Walls stated my preference is to strike the deposit altogether.

Mr. LeMenager stated I think that would be a serious mistake. We discussed that at the workshop itself. A number of people who use the boats a lot attended the workshop. The \$250 deposit has probably never been used, but it has probably discouraged some people from using the facilities who basically would not care if they were to damage the boat. There is some serious investment on our part in facilities.

Mr. Berube stated there may also be some resistance from some people who do not use the boats because they do not have a credit card or they do not want to pay a deposit or they think they should not have to.

Mr. LeMenager stated then they should not use them.

Mr. Nicholas stated you could have an operation where you want to charge a per-use fee. If all the assessment payers are paying for these facilities but only 13 people are

using the boats, at some point, as the population grows, you may want to have a use fee and be able to process a credit card for them to take a boat out for an hour.

Mr. Berube stated the people who live here and pay assessments already own all those boats. They paid for them, and they paid for the docks. The people wrecking the boats own the boats.

Mr. Qualls asked is the problem we are trying to address that we do not have a way to process credit cards?

Mr. Berube stated that is the first thing.

Mr. Qualls stated so let us answer that.

Mr. Berube stated we also need to decide if we want to keep the deposit in place.

Ms. Kassel stated Mr. Moyer said that they will have that ability. I do not think we need to change it.

Mr. Berube stated the next time we discuss this, we need to know if Mr. Moyer can process credit cards.

Mr. Moyer stated I have a note to check.

Mr. Farnsworth stated rule 5.7 where you changed “the” to “a.” I disagree with that. It is inconsistent with the wording elsewhere in this document.

Mr. Berube stated we changed that, too.

Mr. Qualls stated I can change it back to “the.”

Mr. Farnsworth stated it is referred to “the” Dockmaster in other places.

Mr. Berube stated I think we should change them all.

Mr. Qualls stated I think it is fine because Dockmaster is defined as an individual(s) responsible to the District. So “the” Dockmaster is fine.

Mr. Farnsworth stated it does not matter which one of them. I did not like the use of “a” Dockmaster.

Ms. Kassel stated we changed it to “a” here but it is “the” elsewhere.

Mr. Farnsworth stated yes, in several places.

Mr. Walls stated it should be “a” Dockmaster.

Mr. Berube stated that is correct, so any of our CDD staff will be the Dockmaster when he is dealing with the boats.

Mr. Qualls stated I will make a global change to “a” Dockmaster.

Mr. Berube stated rule 7.4a says all fees must be paid to the District Manager no later than 30 days after the invoice date. In other places, we say 15 days.

Mr. Qualls asked do you want 15 days globally or 30 days?

Mr. Berube stated 15 days. If you ask for it in 15 days, we might get it in 30. If we ask for it in 30 days, we might get it in 60 days.

Mr. LeMenager stated that is not a bad idea.

Mr. Berube stated rule 7.4b for the fee schedule says further discussion is needed.

Mr. Walls stated I do not necessarily think it needs to be in the rules. A fee schedule should be able to be updated whenever it needs to be updated. We can reference the fee schedule.

Mr. Farnsworth asked can we just say the attached fee schedule?

Mr. Walls stated no, we can just reference the fee schedule.

Mr. Qualls stated we need something to incorporate, so we could just say incorporated as referenced, which may be updated from time to time by the Board.

Mr. Berube stated that works.

Mr. LeMenager asked is it not included already?

Mr. Farnsworth stated no.

Mr. Berube stated we did not have any fees before, but it has been brought up a few times so it was incorporated.

Mr. LeMenager stated the District may collect special event fees.

Mr. Berube stated yes, but we do not have a schedule.

Ms. Kassel stated we had that but we never discussed it.

Mr. LeMenager asked it does not have to be included here, does it?

Mr. Qualls stated no, but we can attach it. At some point, we need to have something to attach.

Mr. Berube stated I just want to have some language that references what we are going to do with the fee schedule, which Mr. Qualls just did.

Mr. Qualls asked will it be based on the number in the party or the size of the party?

Mr. Berube stated that needs further discussion.

Mr. Walls stated it is as further determined.

Ms. Kassel stated we need to table that discussion. We can reference the fee schedule, and then we can develop it later since we are not approving it yet.

Mr. Qualls stated I will reference a fee schedule that may be adopted by the Board.

Mr. Berube stated that works. Rule 7.4c says the District requires any tents that are used must meet County code. That is fine, but in 7.4g we say that all tents larger than 10 feet by 10 feet must have a permit. Section c says any tent must meet County code and be evidenced by a permit, and section g says any tent larger than 10 feet by 10 feet. Both places need to match since both deal with permits for tents. In section g, delete “larger than 10 feet by 10 feet” so that all tents must have a permit.

Mr. Qualls stated we are saying that all tents have to meet County code.

Mr. Nicholas stated you can do a 10 foot-by-10 foot popup tent.

Mr. Berube stated section c goes on to say the organizer must present evidence of a County permit. Section g says all tents larger than 10 feet by 10 feet must have a permit.

Mr. Qualls stated strike “larger than 10 feet by 10 feet.”

Mr. LeMenager stated no, strike the last sentence in section c. You are saying the same thing twice.

Mr. Berube stated I just wanted it to be the same wherever it was.

Mr. LeMenager stated it should not be the same; it should only be mentioned once.

Mr. Berube stated rule 8.7, the last sentence for damage deposits refers to 30 days and it should be 15 days.

B. Engineer

There being nothing to report, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

There being nothing to report, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

The next regular meeting is scheduled for Thursday, January 30, 2014, at 6:00 p.m.

The meeting adjourned at 9:10 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman