

**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 21, 2017, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Assistant Secretary
William Bokunic	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Bob Koncar	District Manager: Inframark
Kayla Scarpone	Attorney: Young & Qualls, P.A.
Gerhard van der Snel	District Staff: Field Manager
Mike Scarborough	District Staff: Pond Services
Jason Meese	Servello & Sons Landscaping
James Whitaker	Servello & Sons Landscaping
Scott Feliciano	Servello & Sons Landscaping
Residents and Members of the Public	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

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

Supv. Berube introduced Staff.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Supv. Berube stated: We have one resident question. Mr. Dan Lead asks if video streaming of CDD meetings is allowed. I do not know the answer to that, but we are going to say yes it is.

Mr. James Bell, Primrose Willow Drive stated: I am following up on the developer's comments from Tuesday that the land under consideration could be sold to the community. I request that this Board seriously consider that and at least find out the price at which he is willing to sell. Once the price is obtained, how would you go about meeting that price? I would

remind the Board there has not been an increase in CDD fees because there has not been a need, but it is a possibility for 2019 if the funds need to be raised in that fashion or via special assessment. To see if that is necessary once a price is obtained you may want to poll the owners of the community to see if the money should be spent on the lot. I would also include the property at the corner of Schoolhouse and Butterfly. I appreciate you taking it under advisement.

Ms. Nettie Bartell, Cat Brier Trail stated: I would support the idea that this Board defer any final decisions, on the options discussed Tuesday night, before there is ample opportunity for community input. To that end I would propose the establishment of two task forces; one to do a survey and come up with options for the use of the land near Buck Lake. The assumption is a way would be found to purchase by the CDD. The options might include the third swimming pool the resident's have been advocating for, more recreational space, a community center, and meeting spaces. I am sure all of us have good ideas of what the land could productively be used for. The second task force would look at the financial aspects of it and how do we make this happen first of all, negotiating a price and develop a plan for how it could be purchased and paid for. I think it is a unique opportunity for us to be proactive in developing a plan for Harmony rather than just reactive as we have been too often in the past. Let us view this as an opportunity to develop a plan so that our community is better and the value of our homes is preserved.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes**

**A. November 30, 2017 Workshop**

Supv. Kassel stated: We had a large agenda package to go through and I would like to table the workshop minutes until the next meeting.

On MOTION by Supv. Kassel seconded by Supv. Bokunic, with all in favor, the November 30, 2017 workshop minutes were tabled to the next meeting.

**B. November 30, 2017**

On MOTION by Supv. Kassel seconded by Supv. Walls, with all in favor, approval was given to the minutes of the November 30, 2017 meeting as amended.

## **FOURTH ORDER OF BUSINESS**

## **Developer's Report**

Ms. Scarpone stated: Before you get into the discussion of the land swap; we became aware there may have been some postings and possible discussion about this matter on Facebook; possibly by one or more members of the Board. Because of that I want to make a friendly reminder of the Sunshine Law requirements. Part of the Sunshine Law requires that all meetings of a government Board, such as your CDD, be at a publicly noticed meeting like this one. It prohibits any member of the Board from having discussions about matters which will come before the Board for discussion, unless it is at those publicly noticed meetings. We have advised the Board in the past, with regard to Facebook and social media posts, against Board members doing that. This issue has not been litigated, but there is a Florida Attorney General's opinion that has discussed social media posts by government officials, like the Board members, and has advised against it. We understand that if one Board member wants to make a post about their own opinion there is not anything necessarily wrong with that, but the moment another Board member responds or says something back that is where you possibly have a violation of the Sunshine Law. However, there is a cure if there has possibly been a violation of the Sunshine Law and that cure is that the issue that is to come before the Board needs to have a frank discussion, fully vetted and fully informed decision amongst yourselves at a subsequently publically noticed meeting. I wanted to give a friendly reminder on the law on that, and also because those potential Facebook posts had come to our attention, I wanted to make sure that tonight, if you do make a decision on the proposal for the land swap deal that you do have an open frank discussion about the relative merits of the deal here at the publicly noticed meeting on the record.

Supv. Berube stated: I am pretty sure you can count on a frank and open discussion. I am quite sure that is going to be the way it is. Your advice is well taken and despite the fact that there has been a lot of Facebook discussion, everybody has taken notice of the Sunshine Law requirements and referenced them several times and avoided specific cross terms.

Supv. Kassel asked: Would you agree? Have you seen them?

Ms. Scarpone responded: I have not seen them.

A resident stated: When someone speaks will you give them a microphone? I am having trouble and I am sure others are not hearing.

### **A. Discussion of Potential Property Swap**

Mr. Nick Shoopman provided a PowerPoint presentation.

[Slide 1] This is a picture of Harmony Main, as we call it. We are discussing Parcel BL1. We commissioned a plan to see what we could do with our land without conducting a swap. What we came up with is 15 - 50x130 lots, but the major issue with that is the CDD's access to the lake. It completely blocks it off and we do not want to do that.

[Slide 2] This is an aerial overlaying it so you can see what is currently in the area - parking and the current trail. It would completely impede your access.

[Slide 3] This is the proposed swap of land. The plan will come later but basically what is showing here is we would be dedicating to the CDD approximately 1.7 acres and the CDD would be giving us approximately .72 acres. It is more than a 2-to-1 trade as far as land area.

[Slide 4] This is an aerial overlay of the plan we would like to do. I made a couple of changes since our last CDD meeting. At the last meeting the lots encroached more into this area that I want to give you guys. They were 50 foot wide lots and are now 55 foot wide lots that cause us to lose one lot, so we are down to 12 total lots and pulled the whole community this way a little bit more.

[Slide 5] As you can see this would be the dedicated land here, there would be a wall highly buffered. We do not want you to see any of this right here; it is screened out. We will provide the parking lot. We will do all of this at our expense for you.

Supv. Berube stated: The last time we spoke of this there were a couple of important additions besides the land, having to do with the lake. You were going to do the permitting for us and commit \$5,000 towards the repairs to the front of the boathouse.

Mr. Shoopman stated: That is correct.

Supv. Berube stated: As well as perpetual access to Buck Lake which enables us to avoid recommitting to the year-to-year usage agreement for Buck Lake. That is pretty much the presentation package we got the last time. The one big change is going from 13 lots to 12 bigger lots. You have to think that means bigger houses.

Mr. Shoopman stated: Yes. You could easily put a 4,000 square foot house on the lot.

Supv. Bokunic stated: What was said the other night is you are not going to do anything here immediately. Is there a big need to make a decision especially in light of the fact that we would like to get a proposal on how much the land would cost us? Can we do that?

Mr. Shoopman responded: You could table it for a meeting if you would like to investigate that. We have no immediate plans, but I do not have a price to give you tonight either to say what the said land would cost if you wanted to purchase it. I do not know if it is the will of the Board to even consider a purchase.

Supv. Berube asked: Can we acquire land on a purchase basis?

Ms. Scarpone responded: Yes. *Chapter 190.011(7)(a) states you can hold, control, and acquire by donation, purchase or condemnation, or dispose of any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this and to make use of such easements, dedications, or reservation for any of the purposes authorized by this act.* I believe in there it does state you can acquire by purchase as a dedication to public easement or public use. We were not asked to look into a purchase, so I would like to.

Supv. Berube stated: From your read of the Statute I would tend to think we probably could. That does not mean we should. As we have seen, no matter what we talk about when you get to land use, there are some that are for and some that are against, and some that are more vocal in one direction than the other. No matter what decision we attempt to make in regards to this, there is going to be half a room that says yea and half a room that says no.

Supv. Bokunic stated: Since we do not have a price it is a moot point.

Supv. Kassel stated: I would suggest we table further discussion until we have more facts; both from Mr. Shoopman and if the residents want to try to put something together. I would suggest if you do want to, you have one team instead of having one to create the proposal and one to look at the finances; I would suggest one team to look at both finances and design at the same time. Know that if residents want us to purchase this land they are going to want us to purchase every other parcel, and that is probably going to mean a sizable assessment if we go forward with that. I would also suggest that team have some fair way of taking the temperature of all residents to see how many people are actually in favor of it, and what kind of assessment would be required. Not just say do you want to do this, but say are you willing to pay approximately this much. If we buy this parcel everybody is going to expect us to buy the parcel that was supposed to be a developer created pool and any other parcels that might come up between now and Neighborhood N and Neighborhood A2, anywhere in the lakes. I would suggest it all be done together so that we are getting a full picture and we will not have to table it again, as I think we will run out of patience on the developer's part.

Supv. Berube stated: Keep in mind that yes the CDD has some money, but there is a budget here that we live with. If we buy this land it does not do any good to buy the land and let it sit. If we are buying it to stop a development of some sort, there needs to be a plan to move ahead and justify doing something with the land if we buy it.

Ms. Scarpone stated: You have to use it for public purposes.

Supv. Walls stated: Park land can be a public purpose. I think it is important that we know all of our options. They may not be feasible options, but it is important that we figure out what they are and make a decision knowing all the facts. Obviously at the workshop and the last meeting I was very vocal against this proposal because I think putting homes there does not make Harmony a better place, but I may not have the power to stop that. I would like to see what all the available avenues are before we go down a certain road.

Supv. Kassel stated: The CDD has very limited ability to influence what the developer does or does not do on their own land. For those people who are concerned about having residences developed on the lot, you should go to the County, not us if you want to protest that. We do not have any influence on that; it is the County.

Supv. Berube stated: The way this works is the developer is kind of the umbrella over the whole thing and they own the vast majority of the land. They made the big investment here so they have pretty much the control and they can say what they want to do with the land they own. For the last five to seven years the developers have been nice and came to the CDD with each neighborhood that came onboard and showed us a picture. Over time, we would say you left out benches, trash cans, dogi pots, swing sets and slides for the kids and they have been very accommodating and took care of that stuff, but the fact is it is still their land. These folks did not have to say word one about this and could have built 20 houses, but they took up where the last developer left off and said we are going to come to the CDD to show you this plan. We cannot say no to them as to what they do on their land, but we can twist their arm a little bit and get some accommodation to try to make things better.

A resident stated: As the developer you want to do something with this plot of ground, yet I heard you the other night tell us all that in January you are going to start on your west development which is 1,300 homes. I do not see the urgency to come to a final conclusion on this plot at this point in time, from our perspective. Can you give us the builder's perspective?

Mr. Shoopman responded: We have numerous unresolved issues with the CDD; this is one of them. There are several other dedications of land that I would like to do as well. I am just cleaning up so we can move forward with our plan for the property, which as the master developer, is to sell to end-users, so I am looking to permit every developable piece of land.

The resident stated: I get that. In comparison to what you are developing in the west, these are minor issues. Why is it so crucial that we get this resolved right now? There are a lot of questions and issues that we would all like to know more about. Board members, neighborhood folks, no big deal we are not going to fight you *tooth and tongue*, we just feel like

this has all of a sudden come up and it has to be resolved right now. I do not get the right now part of it.

Supv. Berube stated: Nobody is saying right now and they are not either.

Mr. Shoopman stated: This plan is just a thought at this point. We have to go through the approval process with the County to get a site plan approval. This is not engineered, it is not ready to go in the ground, this is me trying to clean up unresolved issues between us and the CDD that Starwood never addressed. This is one of about 50.

The resident stated: We respect the fact that you obviously have a more professional approach than our previous developer. We are glad for that but what we want is time to think through these processes and come to realistic conclusions. For us to go tell our neighbors we are going to bump your CDD assessments up to pay for some property that may or may not be a good idea does not make sense. If we had time to think about it, adjust and discuss it we might come back and tell you no.

Supv. Berube stated: I think we have the agreement to table it to next month.

The resident stated: That is 30 days.

Supv. Berube stated: 30 days rolls into 30 days into 30 days. If you do not bring it to some conclusion at some point this will roll for a year and we will not have a conclusion. You are not going to make everybody happy no matter what you do.

The resident stated: Compared to what they have in front of them I cannot believe that making a decision on 14 lots is significant.

Supv. Berube stated: It is two separate things - Harmony Main and Harmony West.

The resident stated: There is something going on here that does not meet the eye. It has me shocked and I just do not get it. Why is there a rush to decide on these 14 lots?

A resident asked: How many acres is that? Four acres?

Mr. Shoopman responded: Maybe not even.

Supv. Berube stated: The big trail area is 1.52 acres.

The resident stated: I am trying to figure out the part that would remain after they dedicate the land. I am trying to get in my mind what the pricing may be.

A resident stated: At the meeting the other day people were upset with backyards either facing them or whatever. I see trees along one part, but I do not see trees along the road or the other part where people would be looking from their houses.

Mr. Shoopman stated: I do not think the graphic addressed it all the way; we would continue the buffer around.

Supv. Kassel stated: They are talking about the lots on the right. Did you mean along Oak Glen?

The resident responded: Along the street.

Supv. Kassel stated: They are talking about the area along the one lot.

Mr. Shoopman stated: We can screen that.

Supv. Kassel stated: That is the side of somebody's house.

The resident stated: I think a lot of people who come here and look to buy here are taken aback by not having a clubhouse or a community center. Other communities seem to have them and I would think it would enhance the value of what you build, maybe if not there, on another parcel.

Supv. Kassel stated: That is part of what I was trying to get to when I mentioned you should look at the community as a whole. If we spend money on land we are going to have a lot of people saying why are you spending money on land when you should be spending money on a community center? We do not have a community center, but we have lots of land. I am saying try to address everything because we want to think of this in a broad way community-wide not just as one parcel.

Supv. Berube stated: To expand on that, there is a potential community center sitting across the street. It is going to need some repurposing.

Supv. Kassel stated: It is not realistic.

Supv. Berube stated: Maybe it is, maybe it is not. We do not know what it cost or how it needs to be fixed, but there is already a building there. You run out of money at some point.

The resident stated: If you want to get more value that would be a primary consideration.

A resident stated: As we are talking about this and saying we are going to delay it for 30 days and then talk about buying it or doing this; we also have to consider what else they were throwing into the pie which was perpetual access to the lake. If we decide to buy this land every year we may have to try to negotiate access to the lake; it is very important and crucial to us to have lifetime access to the lake. I heard them talk the other night about you bring us some information on stables and maybe we will talk about that. You want to do this, maybe we will talk about that. They are bending over backwards trying to work with us, but if we keep throwing roadblocks in their way we may lose our access to the lake and then nobody is going to be happy. I think when we talk about buying it, we cannot just look at the houses and this land; we have to look at the perpetual access to the lake. Did I not hear you say that right now we have to negotiate access to the lake on a yearly basis?

Supv. Kassel responded we have been; we were supposed to.

A resident asked: Twelve years, what is the difference?

A resident stated: Exactly, what is the difference? Is the developer going to take control of the lake and leave us out?

Supv. Berube responded: They have control of the lake.

Supv. Kassel stated: They own the lake.

*Numerous speakers made the recording inaudible.*

A resident stated: That was my take on it; it is not just buying the land there are other little things.

A resident stated: If it belongs to these people, I think they have the right to build whatever they want to build. They are giving to us all that stuff for the lake which is good. Another thing is I do not see the point in spending a quantity of money from the CDD to buy that land when we can use that money to maybe build a clubhouse or something for the kids. In the last two years a lot of families have moved into Harmony and they do not have a place to play.

A resident stated: There are plenty of places for kids to play.

Supv. Kassel stated: Lets not get into an argument.

A resident stated: With all due respect ma'am, it brings something good for the community. Let us see this as an opportunity to grow with these people.

Supv. Bokunic stated: As Supv. Berube said we are not all going to agree on this. It is what it is, and we have to make the best decision we can based on the information we have for everybody.

Supv. Kassel stated: For the whole community for the next 40 years. We are not just thinking today. We understand the complaints of the people who have been living near there who have had a nice pretty place to look at for the most part and now they are upset because there are going to be houses there. We understand you are upset, we do, but we have to think big picture, long-term, full community.

Supv. Berube stated: Everyone sitting here tonight was not the first or second person to arrive in Harmony. When I arrived in 2004, Beargrass Road was still dirt. When I looked around there was nothing around me. Neighborhood F, Neighborhood G, there was nothing there; it was cow fields and now there are folks all over the place. You buy into a development and that is exactly what goes on; developers build developments and until they are finished you do not know what is going to be there. It changes. You have to remember there are complaints that the businesses here do not get supported by folks; there are not enough people living in

Harmony to support Champions Grill, Town Square Market, Granddaddy's, whatever. Here comes 12 more families added to the mix and there are 206 additional lots still coming onboard that is going to be a new neighborhood coming right across the street. You are going to have houses springing up on all the lots and land that the developer owns whether we like it or not. Our best method of operation, at this point, is to make the best deals that we can with the developer and get what we can. If we lose control of all of this they are not going to come to us anymore to say this is what we are going to build. Suddenly, Junior Davis will be out there with bulldozers clearing trees and pushing dirt. It is going to go up and you are going to say what happened, nobody told us. They do not have to tell us. I am not trying to preach I am just telling you there is a whole reality here and if you want to table it for a month, which seems to be the will of the Board that is fine. If you want to go into the community to find out what the will of the community is, you are probably going to find 50% wants to go this way and 50% wants to go that way and when you tell them there may be a dues increase to pay for it, I can tell you where that is going to go, but I am willing to listen.

A resident stated: You cannot say that until you ask.

Supv. Berube stated: I understand that.

A resident stated: no, you do not understand that.

Supv. Berube asked: What do I not understand - that people do not want to pay a dues increase?

The resident responded: No, that you do not know until you ask.

Supv. Berube stated: That is why we are giving it 30 days.

Supv. Kassel stated: It is more than 30 days because we are meeting a week early this month.

A resident asked: Can we get a number from the developer in less than 30 days on what he would like for that land if it is not developed? Is that possible?

Mr. Shoopman responded: yes.

The resident asked: How soon can we have that since we only have 30 days to put something together?

Mr. Shoopman responded: I need a week.

Supv. Kassel stated: That is by the 29<sup>th</sup>. The next CDD meeting is January 25<sup>th</sup>. I want to say for those of you who are particularly offended by the idea of something going into a place that was passive - I live on Schoolhouse Road just a block down from there and I was promised when I bought my lot from the developer, at the Welcome Center, that the whole park would

remain passive recreational. I work from my office upstairs and the developer decided to put in soccer fields and basketball courts and people are parking in front of my house all the time, lots of kids screaming, and basketballs bouncing on the courts. You can understand that I was really upset. I understand it but I also understand that having those amenities there is a benefit to the community even though it sucks for me. I invested a lot of money there and was told it was a passive recreational park but it is not. I do understand your concerns and I know where you are coming from.

A resident stated: There are a lot of people who were not here in 2004 and 2005. This land has been plotted and platted since 2003 as mixed use residential. When they put the Charter School there it was temporary knowing there was going to be commercial space there. Mr. Lentz had the idea of a little shopping village, so this is not something this developer came up with and said let us put more houses in; it has been like that from day one.

A resident asked: If you do not go ahead with the land swap what was your intention of being able to use the lake with 15 or 20 houses on it? Without access how would the residents be able to use the lake?

Supv. Berube responded: The lake access would disappear.

Supv. Kassel stated: On the map there appears to be an easement, walkway or something in between the top two.

Mr. Shoopman stated: That is just measuring the depth of the lot.

A resident asked: Does access include use of the lake?

Supv. Berube responded: Yes.

Mr. Shoopman stated: The agreement contemplates both access and use.

A resident stated: Currently we have a huge problem with people parking along Schoolhouse Road in front of Lakeshore Park. It is an accident waiting to happen. With the new proposal will we at least have the same number of parking spaces? If not, what are we going to do to try to alleviate some of the liability out there?

Supv. Kassel responded: Do we know what the total number of parking spaces are in the existing lot? I believe there are 16.

Mr. Shoopman stated: There are 16 legal, full-sized single load spaces here.

Supv. Berube stated: I counted it today and the dirt lot has room for about 10 and you have the former school asphalt lot that can fit six or eight. So you might be losing two; however having said that we could probably expand the parking lot a little.

Mr. Shoopman stated: It could be extended.

Supv. Berube stated: If we wanted to give up some green space. You are never going to get enough parking unless you cover everything with asphalt to take everything off of Schoolhouse Road.

Mr. Shoopman stated: We tried to replace it like-for-like for parking.

Supv. Berube stated: It is a real problem there; we get it. The usage Supv. Kassel mentioned with soccer and everything else creates a short term traffic overload in that area.

Supv. Kassel stated: We have a proposal coming to us tonight for significant usage of that soccer field.

Supv. Berube stated: We are aware of the parking problem, but what do you do? To accommodate all of those cars for that period of time you would need a Wal-Mart parking lot.

A resident stated: We are going to have to get used to houses going up on every little piece of land that is not built on. I hear people say all the time how can we get more businesses in here, how can we get more stores? We do not have anywhere near enough roof tops to bring anybody in because the ones that have been here cannot make it. One of them, I believe, is still subsidized and those who were subsidized before have left because they could not make it without subsidy. I think we should be grateful they want to build more houses, they are coming to us with their plan and maybe when we get enough houses we will start to get some viable businesses here. I do not see the market sustaining for long unless whoever buys the commercial land agrees to subsidize the market. It is probably not going to be able to make it on its own either.

A resident asked: How many homes are you thinking about in Harmony West?

Mr. Shoopman responded: 1,800.

The resident asked: Do you think 1,800 homes will help the commercial? I do.

A resident stated: No.

Supv. Berube stated: No. It is too far away. We know where we are going and we have a business meeting we have to get through with a long agenda. I appreciate you all coming out and giving us your candid and honest views.

Supv. Kassel stated: We invite you to stay for the rest of the meeting.

Supv. Berube stated: For the folks who want to survey the community if you will coordinate with Supv. Kassel.

Supv. Kassel stated: I think I have just been volun-told and I do not think I want to do that again; not after Butterfly Trail Park.

Mr. Shoopman stated: Thank you everybody.

Supv. Kassel stated: Thank you for coming.

Supv. Berube stated: We are going to move it through to next month for further consideration based on whatever we come up with.

## **FIFTH ORDER OF BUSINESS**

## **Subcontractors Reports**

### **A. Servello & Sons**

#### **i. Grounds Maintenance Report**

A Servello Representative stated: We are here to discuss landscaping. I am here to discuss future projects. There is really not too much to update other than this week we carried out the Top Choice prevention. The plan was for a yearly application to all the dog parks, the splash park, Lakeshore Park, and Blazing Star. We put out ant bait at Blazing Star to keep the ants at bay that have been a problem lately. Within the next week we should see that start dying back down. Are there any issues you would like to address?

Supv. Berube stated: You are probably wondering why I am not yelling at you. It is the meeting before Christmas and I am not going to be the bad guy. I have looked around and I have my concerns; we have already said it. I think you are always going to be reactive rather than proactive with only four people on the ground. I think you are going to get further behind with the holiday season.

Supv. Farnsworth stated: Through the winter you might have slower growth and so on, and you might justify less crew. Do you plan on picking the crew back up later?

The Servello Representative responded: Yes, I am going to address that with the tree proposals, but I will let Mr. Meese handle this right now.

The Servello Representative stated: So far it does not look like we are having a cold winter with the hard snaps. I am seeing a lot of the real unsightly stuff that is left - grasses, some of the extremely tall overgrown hedges along the main boulevard. If it is alright with you, I would like to start trimming stuff back early as we are going to have time to start making some of these drastic improvements that you are desperately looking for.

Supv. Berube stated: That would be up to Mr. van der Snel.

The Servello Representative stated: I would like to address the tree proposals now.

Supv. Berube stated: Counsel had some concerns about the lack of final approval last month. I think we did two last month; one was for the tree trimming which was \$17,600. The other was tree replacements, stump grinding and other stuff, which was \$25,900.

Ms. Scarpone stated: In the minutes you approved proposal #620197 which was \$25,830. After that you discussed the tree trimming contract not to exceed \$17,600. There was a proposal, but it was not put on the agenda in time. There was no actual motion to approve.

Supv. Kassel stated: I think we were also looking for the streets the trees were on and the number of trees. Do you recall that from last month?

The Servello Representative responded: I do not. I counted the trees when we were out here, so I can go through the notes and pull those numbers for you.

Supv. Kassel stated: If we are going to do a contract that would be appropriate.

Supv. Berube stated: I spoke with Mr. Qualls about that today. He was going to go by an old contract, but it was six or seven years ago and did not count all of the streets. He is going to put terminology in to have it say every residential street, every street tree in the easement on all the residential streets not otherwise covered by Servello's service area. So every tree on both sides of the street, all the residential streets are going to get trimmed under that contract and concurrently, you are going to do all the trees along the streets that you are contracted to maintain.

The Servello Representative stated: That is correct.

Supv. Berube stated: Mr. Qualls and I talked about it today and rather than having a list of streets and counting trees, he agreed that would be okay for the contract and he was going to draw it up and go with it that way. That is what we had originally talked about; the interior street trees.

Supv. Kassel stated: we now need to approve the proposal or do we wait for the contract?

Ms. Scarpone responded: You need to make a motion to approve the proposal.

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the Servello & Sons proposal for tree trimming in an amount not to exceed \$17,600 was approved.

Supv. Kassel asked: Were the tree and stumps removal and installations part of the same proposal?

Supv. Berube responded: No, we had one separated out, but we threw that away and took the big one which included the smaller piece for the \$25,900.

Supv. Kassel stated: I thought we approved tree stump removal and installations in one package.

Supv. Berube stated: We did for \$25,900. There will be detailed contracts covering both those proposals coming from the lawyer's office.

The Servello Representative stated: There are a couple of things I wanted to bring to your attention with those proposals. With our company policies we would prefer signatures on all agreed upon work. On the proposals we provided there was a 40% on anything over \$10,000.

Supv. Kassel stated: In other words a deposit upon signing the contract.

Supv. Berube asked: Are you insinuating that you do not trust us to pay?

The Servello Representative responded: I am not saying that whatsoever. I am going by company policy.

Supv. Kassel asked: Should that be part of our contract?

Supv. Berube responded: No.

Supv. Walls stated: We have never done this before that I can recall.

Supv. Berube stated: Not with a contracted provider. We have a \$500,000 a year contract with you and you want a 40% draw.

The Servello Representative stated: Again, I am just bringing to your attention our company policies. I am not demanding or twisting ones arms, I just have to bring these policies forth to the Board.

Supv. Bokunic stated: Please express back to ownership that is probably not going to fly.

Supv. Kassel stated: I would not have a problem with something like the tree installation because they have to put the money out for the trees, but if it is labor that is a different story.

The Servello Representative stated: Let me clarify. Anytime we have to make a purchase of large amounts of trees and plants, yes it is policy.

Supv. Kassel stated: We are not talking about the tree trimming we are talking about the tree installations.

The Servello Representative stated: Yes.

Supv. Kassel stated: I do not have a problem with that.

Supv. Berube asked: How much were the trees along Butterfly Drive?

The Servello Representative responded: \$18,900, if I am not mistaken.

Supv. Berube stated: We did not pay 40% upfront on that one.

Supv. Kassel asked: Have they been purchased?

The Servello Representative responded: Not yet.

Supv. Berube stated: Nobody said anything about 40% upfront on that one.

Supv. Farnsworth stated: They may have overlooked it; it does not mean it is not their policy.

Supv. Kassel stated: I do not have an issue with it.

Supv. Farnsworth stated: For materials I understand it. It is not money they are going to earn through labor; it is money they have to lay out.

Mr. van der Snel stated: I would say have them guarantee delivery at a certain date as a counter to that draw.

Supv. Kassel asked: Is that reasonable?

The Servello Representative responded: I am sorry I did not hear it.

Supv. Kassel stated: By a certain date. In other words we agree to the 40% for materials on the tree installation, but you agree they would be installed by a certain date.

The Servello Representative stated: We can do that. The week of the 22<sup>nd</sup> is when we are planning on doing all of the tree installation on Butterfly.

Supv. Berube asked: What is your end date?

The Servello Representative responded: It depends on how many trees you do per day. It is approximately 60 to 70 trees, and I am anticipating it would take a week, maybe a week and a half.

Supv. Berube asked: If we gave you 15 days from start to finish in return for giving you 40% upfront you would be okay with that?

The Servello Representative responded: I am fine with it.

Ms. Scarpone asked: How many days did you say?

Supv. Berube responded: 15 days.

Ms. Scarpone asked: To have it all done?

Supv. Kassel responded: From the 22<sup>nd</sup>.

Supv. Berube asked: Are you starting on January 22<sup>nd</sup> or the week of January 22<sup>nd</sup>?

The Servello Representative responded: On the 22<sup>nd</sup>, which I believe is a Monday.

Ms. Scarpone asked: Would we include a liquidated damages clause? What is the bite if they do not?

Supv. Berube responded: \$250 per day as per a standard contract.

Supv. Kassel stated: That is February 6<sup>th</sup>.

Supv. Berube asked: Have you agreed on the dates to start and finish?

The Servello Representative responded: Yes.

Supv. Farnsworth stated: This is installation you are talking about. Is that exclusive or inclusive of the stumping?

The Servello Representative responded: There are two teams - the installation team will be handling the stump removal and tree installation. There will also be a separate arbor crew doing the tree trimming.

Supv. Farnsworth stated: I was setting the tree trimming aside. The 15 days is including stump removal and new installation.

The Servello Representative stated: It is not including stump removal. The installation starts on the 22<sup>nd</sup>, so it will be 15 days from the 22<sup>nd</sup>.

Supv. Farnsworth stated: All the stumps will be removed before that.

Supv. Kassel stated: It says stump removal will start January 8<sup>th</sup>.

Ms. Scarpone stated: The proposal for \$25,830 is the one you are saying we must do a 40% draw on, but part of that is the stump removal.

The Servello Representative stated: That is correct, but you also have tree installation on that one and tree installation on Butterfly Drive as well.

Supv. Berube stated: The stumps and dead trees will be coming out earlier, and then they will start the installation to replace where the stumps came from and where the dead trees are gone on the 22<sup>nd</sup>.

Ms. Scarpone stated: The point I was asking is the 40% draw is on the \$25,830 which covers stump removal. Are we okay with 40% of this whole contract?

Supv. Berube responded: We are going to pay it anyway.

Mr. Koncar stated: At the bottom of the contract it says there is some guarantee on the plant material you are putting in. It says only when a horticultural program is in place through Servello.

The Servello Representative stated: It is.

Supv. Berube stated: The District Manager will need an invoice referencing that at the same time the contract gets done so he can prepare a check in advance for you. Otherwise, you will have to go through the monthly cycle.

The Servello Representative stated: In closing if the Board does not mind I would like to take a couple of minutes to read a letter. *Servello Landscaping was honored to be chosen as your landscape provider. Not by the dollar amount of the contract, but the chance to build a partnership with your community for years to come. Our goal with all our clients is to provide a service that the customer can truly appreciate the community they live in with good, honest,*

*quality service; a service provider that produces positive results instead of excuses, a provider that has the mentality that they not only work in the community but live there as well; a company that will go above its contract obligations to seek positive results and feedback from its customers. Our first few months at Harmony have been very challenging and hostile at times and that only produced negative results and finger pointing in some cases. We are not a perfect landscape company nor have I met anyone who has worked for one. We understand mistakes will happen and it is from those mistakes that we will improve the quality of service provided. We only fix it and learn from it. With that mentality, we hope that our partner can appreciate our honesty, integrity, and willingness in providing good customer service and feel comfortable knowing that they have chosen the right partner. Here are a few issues we have encountered since we were awarded the contract. Weeds throughout the property, plant beds, shrubs, and turf areas. We have all acknowledged that the turf is in horrible condition due to many incumbents - lack of treatments being fertilizer, weed treatments, insecticides, heavy mower damage, and too little or too much water in many areas. The first couple of weeks we had the contract we were asked not to treat the weeds due to someone else treating the weeds. The weeds in the focal points - plant beds, tree rings, etcetera, will continue to be an ongoing process, but we have made significant improvement throughout the entire community comparing before and after photos. Trimming of the shrubs - the shrubs will continue to be trimmed in a detailed sectional method and when time permits many of the shrubs and grasses will be cut back as they have not been done for sometime. When plants are spotted in a section being detailed it will be pulled unless there are many dead plantings that warrant a proposal. I encourage each of you to look at the before photos. The number one hot topic was reducing our manpower from six with the supervisors to four with the supervisor in the winter. Per our contract agreement listed on page seven, 4.11, services are scheduled for 42 service visits per year and every other week from November through February. If we had followed our signed contract agreement and serviced the property every other week and kept the desired number of six with the supervisor that would be a total of 12 regular employees for the month with the average month being four weeks. We wanted to go above our contract obligations and wanted to service the property weekly so we reduced our manpower to four with a supervisor, but increased our service visits to weekly with a total number of 16 employees for the month with the average month being four weeks. So Harmony is getting an additional two weeks of service along with 40 additional man hours per week or 160 per month. In closing, mistakes are going to happen; it is landscaping. How we move forward from that point will make the difference in a*

*long term partnership or contractor that will be changing every - one to two years costing time and money on everyone's behalf. Our goal is not to seek the extra dollars for additional work, but to shake hands with everyone in the community knowing that this was a team effort and a job well done by everyone involved.*

Supv. Berube asked: Who wrote the letter?

The Servello Representative responded: I did.

Supv. Kassel stated: Thank you.

The Servello Representative stated: Merry Christmas to all.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Engineer**

Supv. Berube stated: The Engineer is not here. I think District Counsel may have had comments from the Engineer regarding the land swap however, that is probably tabled for the moment. Tell us what he had to say anyway.

Ms. Scarpone stated: We talked with the District Engineer, Steve Boyd, today on both the land swap and also the conservation areas that were going to be deeded by dedication, and the one remnant piece the developer also talked about last month. He authorized us to convey what he told us. As to the deeded dedication for the conservation easement and remnant, more specifically the conservation areas, he said he believes that is a good idea because in the future a developer, if you just have an easement, can always come back and change that later. If the CDD has ownership of those conservation areas, you know you can control it and it is always going to be a conservation area. As to the land swap, he says right now that parcel is zoned mixed-use and there are any number of things the developer could do with it. For that reason he also believes that the land swap is a good deal for the District to know you are going to have perpetual lake access. As it is now, and as you all understand, the easement can always be revoked at the whim of the developer with 30 days notice. He wanted to convey that he thinks moving forward on both of those would be a good move for the District.

Supv. Walls asked: If the developer were to remove or rescind the easement what happens to the dock and all the facilities that are at the end of that easement that the CDD has paid for?

Ms. Scarpone responded: Mr. Qualls had told me he thought the CDD owned the dock, but when I read the agreement, in the beginning, it says the developer owns these properties. It

may have been before the dock was built, but it enumerates the lake, any dock that will be built, and a couple of other things. The easement gives use of all of that to the CDD.

Supv. Walls stated: The developer used CDD funds to build the dock and entered into that agreement with themselves essentially as CDD members. They set it up such that if the CDD built and paid for the dock they would get to keep the dock if they ever rescinded that easement is what you are saying.

Ms. Scarpone stated: I will have to look into it more. I did not pour over it in detail.

Supv. Walls stated: It is strange that you would use public dollars to build a public facility that could then be handed over for private use.

Supv. Berube asked: Who controlled the CDD at that time?

Supv. Walls responded: I understand, but I wonder if that is even legal.

Supv. Berube stated: All the early agreements favor them.

Supv. Walls stated: I get it but what if the County came and said we are going to build this park, we are going to put it in a neighborhood behind a gate, use everyone's money, but only a private entity gets to use that park? I do not know if that would fly legally. These are the things we need to look into before we make decisions on this. There are a lot of pieces to this. There is redistribution of CDD assessments because you are then taking land we own and making it private, you are taking land they own and making it public, they are differing sizes, those fees are assessed by acreage so there are all kinds of issues here that have not been addressed. We have looked at the aesthetics, but there are a lot of details that have not been touched. When you get down to buying land, there is a difference between developed land or land that is ready for development, and land that is raw as it sits now and how much costs goes into getting that land ready for development. There are so many pieces here that I think we need to take a step back and it may be more than 30 days to figure all of this out.

Ms. Scarpone stated: It is certainly something we can look into. I know from a general land use / real estate law usually what is stuck to a piece of land, at least with a house, but I do not know if it goes for a dock as well, is owned by the person who owns the land. We can look to that further. It did stick out to me when I read it because I thought the CDD owned the dock.

Supv. Walls stated: We paid for it.

Supv. Berube stated: We did not pay for the whole dock. The owners of the CDD paid for that, the investors did.

Supv. Kassel asked: Are you talking about the platforms or the dock?

Supv. Berube responded: The aluminum dock at the end.

Supv. Walls asked: Who are the investor?

Supv. Berube responded: The original bond people.

Supv. Walls stated: It is the CDD money and public money.

Supv. Berube stated: We paid for the dock and we redid at the end when it got blown away.

Supv. Walls stated: The whole facility was built by the CDD.

Supv. Berube stated: Exactly right.

Supv. Walls stated: That is what I am getting at.

Supv. Berube stated: It is still public money but under control of two different Boards.

Supv. Walls stated: It does not matter who the Board members were at the time; it is CDD.

Supv. Berube stated: The CDD owns it, if you want to call it that.

Ms. Scarpone stated: Your comments and an audience comment earlier brought up something I had been thinking about when this whole deal was conveyed to me. I was not at the meeting last, but especially with a potential purchase because I did not know that was on the table I thought it was just the land swap deal. My concerns would be that the developer was conveying if you do the land swap we will make sure you have perpetual access and use to the lake. I am not sure, as someone from the audience mentioned, and I would have to look into it further, as I was only able to do some preliminary research since we have had such a heavy month into this issue, but the issue is the use of water under Florida law is very wishy washy. Before you move forward with either the land swap or the documents that are going to deed that land or purchase or anything like that, I would want to ensure that whatever we are getting ensures you are getting that access and use whether it is through an easement or whether you get that by having ownership of the land because the developer still owns the rest of the lake land they would also have to give you a perpetual easement. I would like to make sure those legal rights are correctly conveyed.

Supv. Walls stated: To that point, we have had issues with the permitting of the dock in trying to redo it because there has been some question as to who has the rights to go out there and do that. Is it the State, the developer, who owns the rights to that piece of water essentially? It is a very complicated issue.

Ms. Scarpone stated: It is a complicated question and if you do go forward with this swap, I do think the idea is we are preserving that access for our residents to the lake. I would hate to

do it wrong and you just own the piece of land that some developer who might own the lake later says you do not actually get to use the lake or pay us more money.

Supv. Kassel stated: Some people thought the CDD should get the lakes from the developer, but that means they become public access lakes because the CDD property is public access. Anybody may bring anything here, and we would have to police it. Probably a better idea that I would like to look into would be to create a facilities association that owns the lakes. The developer does not want to own the lakes and if we had a facilities association that owns the lakes and ask the CDD to pay into monitoring and maintenance for invasive species and that kind of thing. We would then have an agreement with the facilities association for permanent access.

Supv. Bokunic asked: Why not make it part of the HOA?

Supv. Kassel responded: Because the HOA does not own any land. The HOA is currently not set up and now that it is no longer under developer control supposedly, and I am looking into this, I do not know if they can make such a change without 75% of the residents agreeing.

Supv. Walls stated: There are many facets to this that have to be explored.

## **B. Attorney**

Supv. Kassel stated: There is a true-up.

Supv. Berbue asked: Where did that come from?

Ms. Scarpone responded: Mr. Qualls asked me to draft this. What we had heard from the developer earlier today was they are not at the final stages or anywhere close to getting that through.

Supv. Berube asked: For J?

Ms. Scarpone responded: For J.

Supv. Kassel stated: It is a moot point at the moment.

### **i. Hall Company Ashley Park Resurfacing Contract**

Ms. Scarpone stated: Mr. Qualls was working on that and I think there were still some areas which needed input. We have sent it to them and are waiting to hear back from them.

Supv. Farnsworth stated: He had two comments in there - one in Section 4 and one a little farther down but it is all related to the same thing. Is that going to be modified to be included?

Supv. Berube responded: It must have gotten included. He said he sent them for signature, but she signed in the wrong place.

Ms. Scarpone stated: That is the Poolworks contract. For this one I think it was sent to Hall for their feedback so we can get the items incorporated correctly.

Supv. Farnsworth stated: He is still looking for feedback from them.

Ms. Scarpone stated: The draft has been sent to them and we need their feedback to finalize it. The Poolwork contract was finalized and I had the Chairman sign it before the meeting. They have told me everything is on schedule. I think we had plenty of discussion of the Servello contracts and we will get those out as soon as possible to Servello. Since they were here and gave us feedback there should not be too much back-and-forth on that. We sent a letter to Davey Landscaping in response to the letter they sent us, but I am not sure it made it into the agenda. If not, I will circulate it to the Board. I believe you authorized Chairman Berube to work with and try to negotiate that so we sent a letter back that essentially sticks to the fact we do not owe them any money. The invoices that were supposedly authorized by either the developer or HOA is not binding on us, and we conveyed to them there is plenty of evidence for the set-offs in the form of the pictures which were made public record.

Supv. Berube stated: Basically, the response to their demand for money says no, we are not going to give you any money and we are sticking with our original demand that you owe us some money. This is where that is right now.

Ms. Scarpone stated: We will see where it goes.

## **ii. Consideration of Employee Handbook Draft Updated**

Ms. Scarpone stated: The Employee Handbook is in the agenda. I believe all of the changes from the workshop were incorporated.

Supv. Kassel stated: No. There were a couple of things - one was the whole reason we got into this Employee Handbook issue was because I suggested that we have exit interviews as part of our protocol. Now the exit interviews states has the right to an exit interview. I thought we discussed the last time that it should say something like employees are encouraged to and it is not in there.

Supv. Farnsworth stated: That does not imply required.

Mr. Koncar stated: They are encouraged.

Supv. Kassel stated: Not just the right, but that they are encouraged. Another thing that I caught that was not in there was the length of lunch. We have the length of breaks, but not the length of lunch.

Ms. Scarpone stated: I think I read in the minutes one hour.

Supv. Kassel stated: If breaks are in there lunch should be.

Supv. Walls stated: On the accrued leave, I am not sure it fully addresses where we were going with that.

Supv. Kassel stated: Also it is still October 1<sup>st</sup>, and it should be December 31<sup>st</sup>.

Supv. Walls stated: October coincides with the Fiscal Year but it does not matter when they use it.

Supv. Kassel stated: It does because it resets on October 1<sup>st</sup>. It should be December 31<sup>st</sup>. If they are not taken by October 1<sup>st</sup> but if they want to take it during the fall or holidays.

Supv. Walls stated: To me it does not matter when the reset happens because you get the same amount of leave over the year, whatever that period is. What I think needs to be addressed and what we talked about was you should be able to take that leave immediately instead of waiting until you accrue it otherwise, you will not be able to take a vacation for nine or ten months. You will still accrue it over time, but you will be able use it at any point during the year. The accrual is for the payout piece.

Supv. Kassel stated: You could take time, but only as much as you had accrued to that point.

Supv. Farnsworth stated: I will voice my objection one more time. Not allowing carryover for one year is bad. I do not like it.

Supv. Berube stated: In the corporate world today nobody does it.

Supv. Walls stated: That is what I am fixing here. You get a set amount of leave for the entire year, whatever that number is based on the accruals, for the whole year. You can use that leave immediately if it is approved by the supervisor. That way you do not have to wait until nine months into the year to take your vacation.

Supv. Berube asked: What about verbiage that says subject to supervisor approval your leave can go into an advance bank?

Supv. Walls responded: Two things - you get x amount of leave for the year and you can use it whenever you want as long as it is approved by the supervisor. The accrual piece is just for payout. As you use leave it gets deducted from your accrual and if you leave at the end of the year and you have one day left you get paid for that day. If you leave at any point through

the year and you have accrued one day you get paid for that day minus whatever leave you have taken.

Supv. Berube stated: We talked about that, unless you get terminated. I know we are thinking an advance bank, but how does the lawyer put this into words that are understandable? You want to let people use their accrued leave on day one of the Fiscal Year.

Supv. Walls stated: Maybe accrued is a bad term.

Supv. Berube stated: You want to let people use their leave bank.

Supv. Walls stated: There may be nine possible days throughout the year that they can accrue, and from day one you can start using those nine days.

Ms. Scarpone stated: I think you would take the time periods we have and calculate that for a year.

Supv. Walls stated: You can start using those and what I am saying is the accrual only matters if that employee leaves on their own accord. You take whatever they would have accrued up to that point minus the days they have taken and that is what their payout is.

Ms. Scarpone stated: I think maybe we should add language about a payout if that is what you wanted to do.

Supv. Walls stated: I am trying to give them the flexibility to use leave immediately without having to wait a year.

Supv. Farnsworth stated: Not only that, but if they cannot use it immediately you really have them up against the wall because they are not allowed to carry it over which I still say does not make sense.

Supv. Berube stated: He is loosening the policy to cover exactly what you are saying because they have to be able to use it.

Supv. Farnsworth stated: They have to be able to do that.

Mr. Koncar stated: I would suggest on the last sentence where it says *leave may be subject to advance approval* I would say leave will be subject to advance approval because your Field Operations Manager needs to control the leave for his employees.

Ms. Scarpone stated: I think you may be able to fix it by saying annual leave will be subject. We have defined accruing leave as sick or annual and I think it would maybe address the case of I am sick today and I cannot get advanced approval when I wake up today and I am sick and need to use a sick day. If I know I want to go on vacation in a month for a week, I can obviously get advance approval for that. I think making it annual leave will be subject to advance approval of the Field Operations Manager.

Supv. Walls stated: I agree with what you are saying, but then you have to give some provision for if I wake up with the flu.

Mr. Koncar stated: The idea is on annual leave it can be controlled and Mr. van der Snel should have approval. If somebody is sick there still should be a notification requirement.

Supv. Walls stated: Certainly.

Supv. Berube stated: We can take all the annual leave and sick days out and just call it PTO, paid time off.

Supv. Walls stated: That is essentially what it is.

Supv. Berube stated: You eliminate vacation, sick days, personal days, all of that; it is paid time off. That is what we did here, rather than have all of these hieroglyphics. If you are sick you are still expected to call in, but it is all in PTO; all leave becomes PTO globally. PTO can be banked and used in advance of the accrual subject to the limits of what is on the paper.

Ms. Scarpone stated: Per year. We will calculate it out. Are you okay with it resetting on October 1<sup>st</sup>?

Supv. Walls responded: At that point, I do not think it matters.

Supv. Berube stated: No matter what date you reset, it is still a rolling 12 months. After the first period of hire to October 1<sup>st</sup>, then it becomes October 1<sup>st</sup> to October 1<sup>st</sup>.

Ms. Scarpone stated: I would like to add some language about the payout though because the use it or lose it implies you would not get it.

Supv. Berube stated: You think about it.

Supv. Walls stated: I think that only applies if they separate from employment. It is not paid out if they do not use it and they are still an employee.

Supv. Berube stated: I think most people will take their PTO before the Fiscal Year rolls and they are going to lose it. You have all these rules because there is a lot of abuse in the real world, but we are a small group of people here and I would like to think we are not going to have a lot of abuse.

Supv. Farnsworth stated: I want to compliment you or whoever came up with the innovated wording you used in the smoking policy. It is perfectly fine, very innovative and covers the topic. The only reservation I have is in the specific word vicinity. Vicinity can be interpreted as anything from four to five yards and four or five miles. I would suggest a slight change in that one word.

Supv. Berube stated: "One mile".

Supv. Farnsworth stated: If that is your interpretation then it is not acceptable.

Supv. Berube stated: Half a mile.

Supv. Farnsworth stated: No, four or five yards is acceptable. Close proximity.

Supv. Walls stated: In any policy there is a reasonable interpretation.

Supv. Farnsworth stated: Reasonable is a problem. A mile is not reasonable.

Supv. Walls stated: I think all of us can reasonably assume vicinity means where I could smell your smoke.

Supv. Berube stated: The problem becomes, if you set a number of feet somebody is going to have a tape measure out.

Supv. Farnsworth stated: I did not say a number of feet, I said close proximity, that cannot be interpreted as a mile.

Supv. Berube stated: Vicinity is fine, I think. Its better than it was.

Mr. van der Snel asked: Close proximity?

Supv. Farnsworth responded: Close proximity.

Supv. Walls stated: I do not have a problem with that.

Supv. Berube stated: It is fine, go ahead.

Supv. Kassel asked: Are we tabling approval of this until we have the revisions completed? Are we just asking the revisions be made?

Supv. Berube responded: If we are not changing anything else do you want to approve it subject to these revisions so they can make a final copy?

There being no further discussion,

On MOTION by Supv. Kassel, seconded by Supv. Walls, with all in favor, the Employee Policy was approved subject to the revisions.
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**a. FSLA Executive Exemption**

Ms. Scarpone stated: The only other thing with that is we submitted a memo on the FSLA Exemption. I see you have a discussion of that in the Topical at the end. I can wait to answer any questions.

Supv. Berube stated: Perhaps we should do it now.

Supv. Kassel asked: Is it part of the employee handbook?

Ms. Scarpone responded: Not really. It would be part of the salaried as an appendix.

Supv. Berube stated: For those that do not remember, Mr. van der Snel had requested to be changed to a salaried employee. There was a salary analysis done of his last year. His request was to go salaried.

Supv. Farnsworth stated: You are changing subjects from this memo.

Supv. Berube stated: It deals with his request to be on salary.

Supv. Farnsworth stated: Let us jump to the subject if that is what you are going to discuss.

Supv. Berube stated: There will be some changes in his pay rate to roughly coincide where his week will not be limited to hours anymore and his new pay scale will be roughly what he has been collecting hourly plus his overtime over the last year.

Supv. Kassel stated: \$46,678.

Supv. Berube stated: I tend to think we will come out ahead on this one.

Supv. Walls asked: You realize what you are asking right?

Supv. Kassel asked: Do you know if that number is correct?

Ms. Scarpone asked: Are you asking if that number is sufficient for the FSLA overtime exemption? As it currently stands yes. I think it has to be \$455 per week which comes to about \$27,000.

Supv. Berube asked: Wasn't there a movement in government to move that to \$48,000?

Mr. Koncar responded: It is at \$49,000 plus, but I do think that went away.

Ms. Scarpone stated: It is not enforced right now.

On MOTION by Supv. Bokunic, seconded by Supv. Walls, with all in favor, moving Mr. van der Snel to a salaried position for an annual salary of \$46,678 was approved.

Mr. van der Snel stated: Thank you.

Supv. Berube asked: When does that become effective for him?

Supv. Farnsworth responded: January 1<sup>st</sup>.

Supv. Berube stated: You will have to submit the forms to Mr. Koncar for signature and then on to FRM.

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the prior motion as amended to be effective January 1, 2018 was approved.

## **C. Field Manager**

### **i. Facilities Maintenance**

Mr. van der Snel asked: Do you have any questions or concerns?

Supv. Berube asked: What is going on with the ECOS? I know we had a discussion about it, but bring me up to date.

Mr. van der Snel stated: Mr. Scarborough and I both tried to readjust Mr. Roten's calculation and he would not budge. At this point we have discussed it and agree we need the product because it would be the most effective, as it is a granule. In order to get the program successful we would like to have the option of going from 40 pounds to 80 pounds, implementing the pond in between Feathergrass and Millbrook that has become a Hydrilla concern also.

Supv. Berube stated: To be clear you are suggesting we go from 40 to 80 pounds which doubles the agreed upon dollar amount as well though it was expressed differently to us, but now the gentleman who was here is saying that is not what he said.

Mr. van der Snel stated: His problem was he said 40 pounds but he wants to be sure that it is effective because he is warranting the Hydrilla to be gone.

Supv. Berube stated: So to get the warranty we have to spend twice as much money.

Mr. van der Snel stated: Yes.

Supv. Berube stated: If it does not work he will replace it for us.

Supv. Kassel stated: Is this the case even though he is on record as saying the 40 pounds will do it and not the 80 pounds?

Mr. van der Snel responded: He says he is just an advisor, not the decision maker.

Supv. Berube stated: He backtracked a lot.

Mr. Scarborough stated: SePro is the manufacturer.

Supv. Berube stated: After he left that time, I think you said though he is recommending 80 pounds, we could probably do this with 40. Or did you say though he is recommending 40 pounds, I think we can do it with 20?

Mr. Scarborough responded: I think it was, we can do it in 40. They essentially want maybe one and one-half to two times the product because they are warranting it. If they have to come back it does not cost them anything. We have damaged it to such a degree already I truly feel we can do it on 40 pounds.

Supv. Berube stated: It is \$650 for 20 pounds.

Supv. Kassel stated: It says \$2,600.

Supv. Berube stated: To do Pond #5 with 40 pounds we are going to spend \$1,300 to treat the pond. Your opinion is that takes care of the Hydrilla.

Mr. Scarborough responded: Correct.

Supv. Berube stated: No warranty just gets it done.

Supv. Farnsworth asked: What about the other pond?

Supv. Berube responded: That is where I am going next. How much do we need for Waterside?

Mr. Scarborough responded: 40 pounds.

Supv. Berube stated: We are going to spend \$2,600 and hopefully whack both ponds.

Mr. Scarborough stated: Yes.

Supv. Berube stated: I think you have been using copper sulfate.

Mr. Scarborough stated: Yes. This is a different active ingredient.

Supv. Berube asked: The copper sulfate is how much for each application?

Mr. Scarborough responded: Application wise, I would have to do the calculations but I switched products from SePro because they are more expensive and copper sulfate is copper sulfate. We went from \$175 for 40 pounds to half the cost.

Supv. Berube asked: The effectiveness of copper sulfate in your opinion?

Mr. Scarborough responded: Tremendous, but not on Hydrilla.

Supv. Berube stated: The other concern we have always had is environmentally, copper sulfate is a heavy metal that ends up in the system and you cannot get rid of it.

Mr. Scarborough stated: It does and is why I pay a lot of attention to my application rates.

Supv. Berube asked: Does SePro SonarOne have heavy metals? Environmentally is it okay?

Mr. Scarborough responded: It is all copper sulfate, but just different formulations.

Supv. Berube stated: What you are telling us is to treat both ponds we need 80 pounds of SePro SonarOne at an investment of \$2,600.

Mr. Scarborough stated: Yes.

Supv. Farnsworth stated: That has nothing to do with their guarantee.

Mr. Scarborough stated: It would take us out of the ECOS program.

Supv. Berube stated: We spend twice as much and maybe get a free application if it does not work, or we spend half as much to probably get it done. The worse that happens is we have to spend for another application.

On MOTION by Supv. Berube, seconded by Supv. Walls, with all in favor, authorizing the purchase of 80 pounds of SePro SonarOne at a cost of \$2,600 to treat the Hydrilla in two ponds was approved.

Mr. van der Snel stated: We had some trouble with MaxiCom and with the boards and faceplates of some clocks. The investment is \$5,393.60. The invoice came in this week. I would like to make the Board aware that I would like to approve that invoice.

Supv. Farnsworth asked: It is for what?

Mr. van der Snel responded: Rainbird for the clocks. The clocks are 12 years old now. They deteriorate, the circuit boards rust out and we have a swap program with Rainbird.

Supv. Farnsworth asked: Does this have anything to do with the broken line in the dog park?

Supv. Berube responded: No. What is the labor on the invoice?

Mr. van der Snel responded: It is six hours of service at \$110 per hour.

Supv. Berube asked: Is there a service call fee?

Mr. van der Snel responded: Yes, \$85.

Supv. Berube stated: We have talked about this before. Britten is out here all the time working on all these clocks and towers. You are in the MaxiCom all the time. Have you been able to find a MaxiCom training center?

Mr. van der Snel responded: A MaxiCom training center is available. There are specific levels that you can go to from basic knowledge to MaxiCom technician. It starts with a four day class in North Florida for \$1,400. That is the basic knowledge on MaxiCom.

Supv. Berube stated: I am trying to figure out if it is worth having one or two guys become MaxiCom experts. Here we spent a pretty good chunk of money, and I get that some of it is parts, but if we could save the outside labor is the investment worth it.

Mr. van der Snel stated: This was not MaxiCom related; it was field related but I understand.

Supv. Berube stated: If somebody is trained in this we can do the labor ourselves.

Mr. van der Snel stated: I have the water cannon invoice for the pressure washer. I would like to process it. I think Mr. Koncar has a question of where to put it under.

Mr. Koncar stated: I think the total invoice was a little less than \$9,000 and if you look at the budget you could take it out of your Reserves - Sidewalks or you could take it out of Unassigned Fund Balance but you do not have any other place in the budget that you can cover that amount.

Supv. Berube stated: We have \$165,000 in Reserves - Sidewalks & Alleys. We also have a Reserve called Renewal & Replacement. It has \$99,000 in it. What is that for?

Mr. Koncar responded: I believe it is a general maintenance category.

Supv. Kassel stated: The other one is specifically for sidewalks and alleyways. But this is for docks, boardwalks.

Supv. Farnsworth stated: This is what the Engineer came up with projecting everything you are going to have to repair over a period of time.

Supv. Berube stated: The primary use of this will be for sidewalks; however it will not be exclusively for that. Do you want to take it out of the Unassigned Fund Balance?

Supv. Kassel responded: I think we take it out of Sidewalks and Alleyways.

Mr. Koncar stated: It is an equipment purchase and why I did not recommend taking it out of an R&M category.

The consensus of the Board is Reserves - Sidewalks and Alleyways.

Supv. Berube stated: We have the \$25,000 invoice and we do not have to process it yet; it will be coming from Servello for trees. A good amount of that is hurricane damage. I do not think we want to have that hit the regular budget so do we want to take that out of the unassigned?

Supv. Farnsworth responded: Self insurance.

Supv. Berube stated: There is \$50,000 in Self Insurance but if we take it out of that we have to put it back in anyway. Do we take it out of unassigned reserves?

Supv. Kassel responded: I think we are better taking it out of that and replacing it. I think it is a better paper trail.

Mr. van der Snel stated: Tomorrow the Lakeshore Park canopies will be replaced in forest green. I was in contact with FEMA last week and put in all of the paperwork. I calculated everything we have including the proposal for the replacement of the trees, the damage control they already did for \$6,100 and our work and we will see what happens.

Supv. Kassel stated: The new power washer is here. Has it been started? Has it been used yet?

Mr. van der Snel responded: It arrived Tuesday. I would like to finish the grinding first. The grinder broke down yesterday and we are going to fix it as soon as possible. My estimate is by the end of January, I would like to start it.

Supv. Farnsworth asked: Start?

Mr. van der Snel responded: Yes.

Supv. Berube asked: End of December beginning of January you will start with the pressure washing?

Mr. van der Snel responded: I would like to finish the grinding first.

Supv. Farnsworth stated: I think right at the moment, people are more concerned about falling because of the slippery sidewalks.

Mr. van der Snel stated: It is slippery or a trip hazard.

Supv. Walls stated: You are saying the same guys are doing the grinding that are going to do the pressure washing.

Mr. van der Snel stated: yes. I have 16 hours per week I can spend on either grinding or power washing. I have to implement it in my regular workload.

Supv. Kassel asked: Can we alternate some to get the power washing started on some spots? Eight hours a week on grinding and eight hours a week on power washing?

Mr. van der Snel responded: I prefer to do the grinding with two staff members for safety reasons.

Supv. Kassel stated: It is one eight hour day with two men.

Mr. van der Snel stated: Two days per week. Right now it is Wednesdays and Thursdays, Britten and Michael are doing the grinding.

Supv. Kassel stated: It is only one person for the pressure washing. Could we have them work together for one day and have the power washing done for another day?

Supv. Farnsworth responded: I do not think you want to delay to the end of January to get the power washing started.

Supv. Kassel stated: We approved it last month, it is here this month and we are having to wait until next month. I think residents want to see some action sooner on the worst of the sidewalk, like in The Estates and at the end of Schoolhouse Road where Schoolhouse becomes Oak Glen and meets Cat Briar. It is really bad there. There are some other areas where the sidewalk is almost greasy from mold.

Supv. Berube stated: Luckily it has been dry.

Supv. Kassel stated: Even if they grind a day and half a week and the other half day the guy does some of the pressure washing.

Supv. Berube stated: Get on the pressure washing; that is what you are hearing. Put the grinding aside.

Supv. Kassel stated: He does not have to put it aside entirely; just get some pressure washing done.

Supv. Farnsworth stated: The emphasis has to be on the pressure washing. We are way behind the curve on it.

**ii. Facilities Usage**

**iii. Facebook Report**

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

**iv. Pond Report**

**a. Hydrilla Update**

Previously addressed.

**vi. Vehicle Purchase**

Supv. Berube stated: You probably remember about three years ago we bought a LM-400 Landmaster. It was about \$5,000 against our budget of \$10,000 at the time. It does the job, but is not equipped properly for what it needs to be used for. Mr. Scarborough has been using the Landmaster and he pulls a trailer with it. The brakes in the Landmaster are weak, to say the least. It has two rear drum brakes. They have not been complaining about it, but every time I get to do maintenance on it and take it for a ride I realize the brakes are lousy and I do not want them driving around town with that with a trailer on the back with water or chemicals in it knowing the brakes are bad. I have redone the brakes, they are two wheel brakes that are lousy. So, the new vehicle is what you see in the pictures. It is a Yamaha Viking. It has four wheel hydraulic disc brakes, it also has what Yamaha calls trail braking. It is four wheel drive and the way it is optioned it will have a dual battery package with charging on it because that man needs a lot of electricity to run his sprayer and he is limited on what he can do today by when the batteries run dead. This is equipped for that. It is becoming the vehicle of choice. It is about a little over our budget of \$12,000.

Mr. Koncar stated: It is \$12,281.

Supv. Berube stated: That is the reasons for buying it. It is not the cheapest in the group. We are buying this on the Sheriff's contract. The list price, if you go to the Yamaha dealer, is \$12,000 and on the Sheriff's contract, as you see, you start at \$10,830 and equivalent discounting on all of those options. This is as cheap as you are going to be able to buy this vehicle. I think the man who is going to use this agrees this is equipped the way you want it.

On MOTION by Supv. Walls, seconded by Supv. Kassel, with all in favor, the purchase of the GHC vehicle was approved at a not to exceed \$12,281.
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Supv. Berube stated: Take the quote and put a P.O. on it. You know what to do, right?

Mr. van der Snel responded: Yes.

## **SEVENTH ORDER OF BUSINESS**

## **District Manager's Report**

Mr. Koncar stated: In the last meeting we had a brief discussion about OUC invoices. There was a duplicate from the previous month's meeting in October. That was corrected in this agenda but it was not labeled. If you look at the check register and what was paid - we paid \$18,000 in the last months' payment on the OUC invoices. There is another \$20,000 invoice on the Invoice Approval #212 which is in your package for approval. One of the things we did discuss last time was whether there any late fees on OUC payments. We will pay them.

Supv. Berube stated: I do not think it was OUC, it was something else, maybe Bright House.

Mr. Koncar stated if there is a late fee we will pay it.

Supv. Berube stated: I did not see any late showing up so something must have happened in your accounting department with the processing of invoices.

Mr. Koncar stated: We had a *Dutch uncle meeting*. That is a two-way discussion where one does all the talking and one does all the listening.

Supv. Kassel stated: I had a question about two things in the invoices. One was the TOHO water bills. I noticed that a number of the bills in the invoice package for the Five Oaks Drive area had considerable increases over the previous months. I am thinking about the Servello reports saying there are drought conditions in places and we just increased our irrigation by 50, 100 or 200%, in some instances along Five Oaks Drive. I was wondering if they have a point that we have not been irrigating because all of a sudden we are irrigating a lot.

Mr. van der Snel stated: We are irrigating. Those Five Oaks clocks are big clocks. For instance, Clock 18 behind the swim club goes all the way down past my office towards Feathergrass. Those are 25 zones. In the back of Five Oaks East they are 30 zones. They use a lot of water.

Supv. Berube stated: There is an increase from month-to-month.

Supv. Kassel stated: There has been a big increase recently.

Supv. Berube stated: There were six that roughly doubled and about six went down significantly. All the rest were pretty well balanced. You are not manually running MaxiCom.

Mr. van der Snel stated: MaxiCom is running.

Supv. Kassel stated: It is a Five Oaks Drive reclaimed - last month it was \$100 and it went up to \$276.

Mr. van der Snel stated: I think it has to do with the tier.

Supv. Berube stated: If this was under 75 you move a tier. When you go above 75, it goes to the next tier and you get whacked for the per gallon cost; it goes up.

Supv. Kassel stated: Still the usage is higher.

Supv. Berube asked: What is the usage? Do they give you the gallons?

Mr. van der Snel responded: The usage is 81,000.

Supv. Kassel stated: We do not see what it was from last month.

Supv. Berube stated: When it goes over the 75,000.

Supv. Kassel asked: 270%?

Supv. Berube responded: The tiers are big.

Mr. van der Snel stated: I think if you look at last years TOHO bill it is pretty much the same.

Supv. Kassel stated: I do not remember seeing the credit from Severn Trent on the bill.

Mr. Koncar stated it is on the agenda for discussion, but I will cover it now. It did not get included in your November financials so we will double pay it in December. You will have two months. If you remember the original agreement was nine months and we will make two payments in December and pay out the remaining seven months in equal installments.

Supv. Berube asked: Did everybody see the email on that earlier?

Several Supervisors responded: Yes.

Supv. Kassel responded: No.

Supv. Berube stated: There was an email about it.

Supv. Kassel stated: There have been a couple of CDD emails recently that I have not received.

Supv. Berube asked: Do you have them forwarded to your regular email?

Supv. Kassel responded: No, I do not have them forwarded. They come direct. I did have an email forwarded about Mr. Chuck Walter no longer being with the CDD.

Supv. Bokunic stated: I did not get that one either.

Mr. Koncar stated: I am concerned about using personal email.

Supv. Kassel stated: I am just saying I think there is some kind of issue going on. I did not get that email and I did not get this email you are talking about.

Supv. Berube stated: I have my emails forwarded. It comes to CDD on the tablet, but on my laptop I get a double one because it goes to Earthlink twice. Sometimes there is only one on the Earthlink, but I know it went to the CDD address and it only comes once. There is something going on. I see doubles and singles and it should not be. It should always be a double because of the way it is set up.

Mr. Koncar stated: I will check on it to see what is happening.

Supv. Berube stated: You do not know if you do not get them because there is no master list.

**A. Financial Statements for November 30, 2017**

**B. Invoice Approval #212, Check Register and Debit Invoices**

Mr. Koncar stated: We need to approve the financial statements and invoices.

Supv. Berube stated: I had one concern with the Servello contracted items being over this month. The time in question was August and September.

Mr. Koncar stated: I know exactly what you are talking about because I talked to the Servello folks twice and I just found out that the previous manager decided they did not want to split it up the way the contract required it. He wanted to have two shorter payments in August and September. It did not make any sense to me. Our financial team went back and looked and the current monthly payments are in accordance with the contract, but he under-paid for some unknown reason for the first two months, August and September.

Supv. Berube stated: My concern is on October 1<sup>st</sup> we started a new year so we are now in the hole for this Fiscal Year because of items that happened in last Fiscal Year. We always have these timing issues, but can it be fixed? Have we closed the books on last year?

Mr. Koncar responded: We can correct that because it is a billing error.

Supv. Berube stated: If August and September is what created the shortage I just want the line item to be accurate.

Mr. Koncar stated: I understand.

Supv. Walls stated: Accrue back the payments that relate to August and September.

Supv. Berube stated: Last Fiscal Year, because that is when it happened.

Mr. Koncar stated: I will fix it.

Supv. Berube stated: We do not approve financial statements; we just talk about them.

On MOTION by Supv. Walls, seconded by Supv. Farnsworth, with all in favor, Invoice Approval #212, the check register and debit invoices, as amended to include the submitted invoices for the pressure washer and MaxiCom were approved.

**C. Consideration / Discussion of OUC Invoices**

Previously addressed.

**D. Facility Usage Application**

**i. Soccer Club of St. Cloud for Practice and Scrimmages**

Supv. Kassel stated: This is almost three months, six days a week.

Supv. Berube stated: We go through this every single year - how much are we going to charge them?

Supv. Farnsworth responded: I thought it was an automatic \$250.

Supv. Berube stated: It is for a limited amount of usage. How much did you say?

Supv. Kassel responded: This is three months, six days a week, every afternoon from February to the end of the school year.

Mr. Koncar stated: It says from February 12<sup>th</sup> through May 6<sup>th</sup>.

Supv. Kassel stated: Three and one half hours per day plus three and one half hours on Saturday. That is six days per week.

Mr. van der Snel stated: I think it is Monday, Wednesday and Friday. I do not think they have it every day.

Supv. Kassel stated: If we approve this we are giving them approval for six days per week.

Mr. Koncar stated: That is what it reads.

Mr. van der Snel stated: I do not think they train six days a week.

Supv. Bokunic stated: If we give approval they can if they want.

Supv. Berube stated: Twelve weeks for three and one half hours per day. That is 200 hours of use plus the Saturdays for another three and one half times 12. It is 250 hours give or take that the soccer fields are out of use.

Supv. Walls stated: We have an hourly rate somewhere in our fee schedule.

Supv. Berube stated: \$5 per hour.

Mr. van der Snel stated: My advice would be to ask for clarification on the application.

Supv. Berube stated: Whatever the amount of hours are, subject to verification, times \$5 per hour.

Mr. van der Snel asked: Can I put a clarification in? They refused to clear out their practice goals and I asked them many times. My suggestion would be to approve it under the circumstances that the small practice goals will be removed after every practice.

Supv. Walls stated: When they leave each day it should be returned to the way they found it.

Mr. van der Snel stated: They did not.

Supv. Walls stated: If they do not then we will rescind the usage.

Mr. van der Snel stated: It caused some aggravation because the goals do not need to be there.

Supv. Berube stated: Subject to clarification of hours and days and they bring and remove their equipment everyday.

Supv. Farnsworth asked: Is the rate built into this?

Supv. Berube responded yes. \$5 per hour.

## **EIGHTH ORDER OF BUSINESS**

## **Topical Subject Discussion**

### **A. Consideration of Salaried Position Status for Field Operations Manager**

Previously addressed.

### **B. Consideration of Drafting RFP for District Manager Services**

Supv. Berube stated: Supv. Walls submitted this note' so I will let you roll with it.

Supv. Walls stated: I will say Mr. Koncar and I had a great conversation. My thinking was when I wrote this memo and it goes back to the discussion we had when we had our workshop discussing the policies for the employees. I think the Board generally agreed during that discussion that we have not had a District Manager that oversees the work of the District on a daily basis as I think the statutes call for. My thinking was since we are in this period of transition with Mr. Koncar as an Interim District Manager, we are on our third in the last couple of months, that we would go out and look for a District Manager that is going to be involved on a day-to-day basis in terms of making sure there is oversight of the employees and those kind of things, but also understanding what is in the agenda, making sure the agenda includes all the information needed so we can make an informed decision because there has been, and it seems to be happening more lately, we are getting items on the agenda, but there is no backup.

We have to hash through these things in a meeting and is why we are here for three hours because we are not briefed ahead of time. We need that engagement. I had that conversation with Mr. Koncar and he believes they can provide that kind of service if we give them the opportunity. I believe he asked for four months. I am willing to give them that amount of time to make that happen. Obviously it is going to require operating differently than we have operated for sometime now. But I am willing to go that route to see how it goes. If we are not happy with it at that point we come back to this memo and go forward with what I had proposed if that is the will of this Board.

Supv. Farnsworth asked: Has the Board ever gone through an RFP of this type before?

Supv. Walls responded: No.

Supv. Berube stated: I have had conversations with Mr. Qualls about this and we would probably have the lawyer's office draft it and manage it on a limited fee basis. I tend to agree with giving more time. I have had a number of detailed responses from Mr. Koncar and the Regional Manager, Chris Tarase. Both have said we can do what you want. We have been here before with Severn Trent. Mr. Moyer was always the glue that kept Severn Trent together.

Supv. Walls stated: To be clear on that I do not think we were getting the service we should have with Mr. Moyer. What I am asking for is something different.

Supv. Berube stated: I think several have said and I have always said, when Mr. Moyer goes we are going to go. It is what it is and we have been on three manager's in a few months - Mr. Moyer, Mr. Walter and now Mr. Koncar. It creates a certain amount of turmoil every time you do this.

Supv. Farnsworth asked: Was there ever anything formalized in what you brought up item by item by item of what you are expecting the man to do?

Supv. Walls responded: I think it evolved over time. The District Manager serves at the pleasure of this Board and a lot of what we are requesting, or what I am requesting, has not been asked for before. I think it should have been covered. These guys, Mr. van der Snel specifically, should report to the District Manager; he should not report to any one of us. We are policy makers' period. We have never had that kind of relationship in terms of the District Manager overseeing employees. These are things that should be happening, but have not. Some of the fault is on us because we let the situation exist. I am asking that we move down the road where we fix those types of things. Our conversation specifically was the District Manager provides oversight of our employees, provides them direction in terms of policies we set here, but then also the District Manager should know everything that is in our agenda every

month. They should know what each of those items is and be able to tell us ahead of the meeting here is something you should be aware of.

Supv. Farnsworth stated: Recognize that some of the stuff comes in so late anybody has trouble keeping track of it.

Supv. Walls stated: That is something we need to talk about - we are getting stuff that is coming in like tonight, the developer's proposal. I did not see that before this meeting. We are trying to make decisions on the fly that we should not be. Again, some of that is our fault.

Mr. Koncar stated: Not just because of here but in other cases, I clearly understand the value of not bringing things to the meeting at the last minute; it has to be in your agenda package. We have implemented a new policy where if something is proposed to be on the agenda, if we do not get the backup, and I am not talking about from our company, I am talking about from the developer, the engineer, we will put on the agenda backup not received in time. That way everybody knows we did not get it in time. It is not to cast blame. The problem is you, as the policy makers, get it at the last minute and it is not fair to you. I come from a local government background where you did not do that or you did not stay around if you did.

Supv. Walls stated: As part of my job I go to brief Commissioners very frequently on stuff that is coming up on the agenda. I think part of that is this Board needs to make a policy of if something does not get in on time, we are not going to hear it on the agenda unless it is an emergency.

Supv. Kassel stated: We have an informal policy of that. Do you think we need to formalize it?

Supv. Walls responded: I think we just need to come to an agreement that stuff like this that is very important and is going to make a lot of people upset or not, we cannot be making a decision when we see something three minutes before. It is getting off topic, but that is what I want the District Manager to control based on policy that we set.

Mr. Koncar stated: The other aspect you mention about working with Mr. van der Snel; he and I had a discussion and my goal is to work with him on what he needs to get his job done. I do not need to interfere with what he is doing because he is doing a good job, but I have to be there to support him. That is what my position is, how can I help him get his job done whether it is personnel, invoices or whatever. We have had a good discussion about that and we will be able to work together to accomplish that.

Supv. Walls stated: Ultimately he should view you as his boss and not any one of us. We are policy makers and should not be interfering with the daily works of the District; that is why we have a District Manager.

Mr. Koncar stated: I want to be sure he is getting what he needs from us, in terms of our support, so he can get his job done.

Supv. Walls stated: It has to work both ways, you have to have communication.

Supv. Berube stated: If we were going to do an RFP I had something I wanted to discuss about adding to the RFP. One should be that District Manager needs to be here, onsite, four to eight hours per month on any given month. That is not a whole lot of time. He needs to be here onsite just looking, not necessarily doing much but talking to Mr. van der Snel, talking to the other guys and making sure everything is cool, looking around and understanding the property.

Supv. Farnsworth stated: He can satisfy that with one afternoon and meet the employees.

Supv. Berube stated: It does not have to be four hours, it does not have to be eight hours, but some onsite time. Typically our District Manager has never been onsite. If you ask them where the splash pad is - no clue. He should be onsite dealing with whatever is to be dealt with. Additionally, I think the District Manager, and we have been down this road with Severn Trent, should handle our payroll and workers' comp for the field services group without interfering in the operation of field services. We now have an employee manual that is the guidelines for how the employees work. Severn Trent, when they managed the employees, wanted to handle the raises, vacations, all the Severn Trent rules. The point is potentially our District Manager can handle payroll and workers' comp administration for less money than what we are paying FRM now. I do not know if that is possible or not, but right now FRM handles the payroll and workers' comp without interfering with the employees.

Supv. Walls stated: You are saying have them do that independent of their own policies.

Supv. Berube stated: It is not Severn Trent anymore, it is Inframark, so maybe that employee management piece will not be stuck under Severn Trent policies.

Mr. Koncar stated: We do payroll for other Districts that have onsite District employees.

Supv. Berube asked: Workers' comp?

Mr. Koncar responded: The workers' comp I am not sure about, but I know we do payroll.

Supv. Walls stated: What he is asking is essentially issuing checks based on what they have worked on and doing the deductions. Can we do that without them being an Inframark employee?

Mr. Koncar responded: You are talking about replacing your current provider that is doing that.

Supv. Berube stated: If we are going to do that, can Inframark also manage the benefits package - health, life insurance, dental. Right now FRM handles the workers' comp and the payroll, we have shop services doing the health care.

Supv. Walls stated: You are talking about just have them pay the bills because those are all contracted services.

Supv. Berube stated: Or put them under their own group plans, but not necessarily interfere with how the job gets done.

Supv. Farnsworth stated: These guys are technically employees of FRM, then you would turn them over and they would technically be employees.

Supv. Walls stated: I think what you are saying is they are employees of the District.

Mr. Koncar stated: We do not want them to be employees of Inframark.

Supv. Berube stated: We have already assumed we are going to be the employer.

Supv. Walls stated: these guys would just be cutting checks like they do for us. We are not employees of the management company, but they cut checks and do payroll deductions.

Supv. Berube stated: They could potentially do that at less cost than what FRM is doing it now. I am trying to simplify it all and if we can bring the benefits, the admin, the workers' comp, all under one umbrella without having the administrative nightmare that we used to have. We have already set up all of our goals for how these guys are going to get paid and how they are going to work. We have the manual, we just need somebody to do the admin. If we can simplify it from where we are at; beautiful. If Inframark can handle it; that is great. We will need a presentation and a proposal as to how that would work.

Supv. Farnsworth asked: What if they are not in a position to handle it?

Supv. Walls stated: We keep going the way we are.

Supv. Berube stated: We are not in trouble with this. That is what I would want as part of the RFP when we select another manager. Can you folks do this?

Supv. Farnsworth responded: You might not get that.

Supv. Berube stated: I understand that.

Supv. Walls stated: That is why I put out this memo so we can have ideas like that.

Supv. Farnsworth stated: Not just from them; you might not get it anywhere.

Supv. Berube stated: We may not, but we do not know until we try. We do not know if we are paying them too much right now or not enough compared to the market. You wrote the

memo to say put out an RFP, you have had conversation, I have had conversation with Mr. Koncar and they are telling me they can get this done correctly. There is a new company and I am willing to give them a little time. It will take us four months to run an RFP anyway and at the end of that we will know.

Mr. Koncar stated: I can bring back something on that issue at the next meeting.

Supv. Berube stated: A benefits package - payroll, workers' comp. The workers' comp is a big piece of it.

## **NINTH ORDER OF BUSINESS**

### **Supervisors' Requests**

Supv. Kassel stated: At the dog park remember we talked about the torn up patch outside the pavilion. We cannot stop people from sitting there and we might want to put in some paving stones in a semi-circle in the area with the torn up grass. There is more of a doggy social hour there now in the late afternoons and a lot of people just sit on the bench and hang out in the pavilion and where the people hang out the dogs hang out. The dogs are hanging out in front of the pavilion and tearing up the sod. We could put more sod and cordon it off in hope that it grows back but as soon as we expose it to dogs again and people sitting there it is just going to get torn up again. I am wondering if we can look into getting paving stones in front of the pavilion.

Mr. van der Snel asked: Do you have thoughts about a size?

Supv. Farnsworth responded: You may have to put together an estimate.

Supv. Kassel stated: In a semi-circle probably 10 to 12 feet out.

Mr. van der Snel stated: My only concern is the problem will move.

Supv. Kassel stated: It is possible but the dogs are there because the people are sitting on the benches and under the pavilion there and that is not moving. I have been there for 13 years and it has never been so ripped up as it has in the last month or so. It has only been in the last month to two months that there has been the kind of intensive activity where there are lots of dogs there at once and all playing together.

Supv. Berube asked: How about if we put Astroturf there?

Supv. Kassel responded: We could. It is fairly expensive and I am not sure how durable it is.

Supv. Berube stated: It will be expensive by the time you get done with all the grading sand, paver stones, and all that.

Supv. Walls asked: What if you waited until the spring to see how it looks?

Supv. Kassel responded: There is a dog watering area to the left of the pavilion. The dogs come out of there and are a mess every day.

Supv. Walls stated: A paver surface is not going to be cheap. You are talking thousands of dollars.

Supv. Berube stated: That is why I am saying put AstroTurf down to see if it solves the issue.

Supv. Kassel asked: How expensive is that going to be?

Supv. Berube responded: I am talking about regular cheap AstroTurf that you throw away in six months and it would not hurt you. If you want to buy the stuff like they have out here on the patio that is significant. I think that is way too fancy to let dogs scrap around on. If we are just trying to cover the dirt, buy some of the 12-foot wide AstroTurf, it is cheaper than cheap carpet. I hate to make a huge investment in pavers.

Supv. Kassel stated: It does not have to be pavers.

Mr. van der Snel stated: Concrete filings, we did that under the tree in the big dog park.

Supv. Kassel stated: It is terrible. It does not last very long and it gets caught on your shoes and in the dogs paws.

Supv. Berube stated: As soon as it gets wet it sticks.

Supv. Walls stated: Downtown they put in a new dog park about a year ago and it was the same thing, dogs all over it killed the grass, what they do there is put up barrier to keep the dogs away and let it grow back naturally for awhile. It is making the dogs go in different areas instead of the same area every time.

Supv. Berube asked: How do you keep dogs from jumping over a tape line?

Supv. Walls responded: It is netting. If you pave you will not have a dog park because they are going to go to the grass.

Supv. Kassel stated: My thinking is it has been 13 years and it was not ever like this before. There is maybe six to 10 dogs there on any given afternoon. People want the dogs to play with each other, but when people sit on the benches under the pavilion the dogs are right there.

Supv. Berube asked: Is it Bahia or St. Augustine?

Mr. van der Snel responded: Bahia. St. Augustine will never survive.

Supv. Berube stated: It is not a bad idea. We can get snow fence, put Bahia sod there, fence it off for awhile, and start again. I do not know how you are going to keep the dogs off until it takes.

Supv. Kassel stated: They are just going to rip it up. We have to think more long term.

Supv. Berube stated: The alternative is to throw some Astroturf down to see how that goes and how everybody likes it.

Mr. van der Snel stated: I do not have much experience with Astroturf. How does it stay down?

Supv. Berube responded: It stays down with little tent stakes in the dirt underneath it.

Supv. Kassel stated: I do not think it is going to be very durable the way the dogs run.

Supv. Walls stated: Let us think about it.

Supv. Berube stated: Go have a look at the Astroturf; it is in the carpet section.

Mr. van der Snel asked: Do you want me to fence it off for now to let it rest?

Supv. Kassel responded: It cannot hurt.

Supv. Walls stated: It is not going to grow until springtime.

Mr. van der Snel stated: Bahia grows fast and I can throw some seed on it.

Supv. Berube stated: Fence it off and put some seed in there for now and we will make some decisions.

Supv. Kassel stated: People are going to sit there even if there is snow fencing there. They need to see their dogs. If the fence is to here I am not going to be able to see my dog beyond that.

Supv. Berube stated: The fence is only 18 inches high.

Mr. van der Snel stated: The contractor fence.

Supv. Berube stated: You can see through it. It is the orange fence that has the holes in it. No matter what you do you have to fence it off for a period of time.

Supv. Kassel stated: One of the things I was thinking was putting benches elsewhere. Getting a couple of more benches for the dog park for the other side of the park.

Supv. Berube asked: How about a shade structure or two at the same time/

Supv. Kassel stated: We could, but now we are talking thousands of dollars again.

Supv. Berube stated: People want it and you have more residents using the dog park; it is a nice addition.

Supv. Kassel stated: If we are going to spend that kind of money I am not against it, but we might just want to put in the paving stones and be done with it, then we will not have to think about it anymore and we know the problem is solved.

Supv. Berube stated: The only concern is if the dogs run off the paving stone to go play in the mud as close as they can get to their owners, we failed.

Supv. Kassel stated: There is no perfect solution but 13 years and it is just this one area because people sit there. If we move the benches out I would say yes but because we are not moving the benches and they are staying where they are, the dogs will stay.

Mr. van der Snel asked: Is there a dog friendly spray we can use so the dogs will not go in that area?

Supv. Kassel responded: You would have to spray it every day.

Supv. Berube stated: Let us think outside the box. People congregate in the small dog park because there is generally shade where the people sit. The large dog park gets very little use, but it is beautiful.

Supv. Kassel stated: I would not say it gets very little use; it gets a lot of use.

Supv. Berube asked: Might people transfer over if there was shade over the bench?

Supv. Kassel responded: Yes. But I can tell you under the trees inside the big dog park is all torn up.

Mr. van der Snel stated: It is the root structure of the trees. You cannot put anything there - concrete, concrete filings, there is nothing you can fill it up with because of the roots.

Supv. Walls stated: We need more time to think on this.

Mr. van der Snel stated: We can put the rubber mulch that we have around the Palm trees in the swim club but that is expensive too.

Supv. Berube stated: An immediate fix is to get some snow fence and grass seed down and try to get it set. Supv. Kassel if you would think about it and talk to the people in the dog park to see if they would appreciate a small shade structure and maybe another bench in the larger park.

Supv. Kassel stated: One reason people like the small dog park is because it is a contained area. If you have to pick up after your dog you do not have to go too far and if the dogs are closer together they are more likely to play. You are still going to have a lot of people using the small dog park.

Supv. Berube asked: Do we put a shade structure at the other end somewhere else in the small dog park?

Supv. Kassel responded: Absolutely.

A resident stated: We have a situation in Coral Grass for the last two or three months.

Supv. Berube stated: That is on the builders property.

A resident stated: We never talked about it because we were waiting until they finished all the houses. We are still with this situation and we have pallets for the last two weeks that were never picked up.

Mr. van der Snel stated: It is already pending. I have been harassing the supervisor for that. This will all be fixed with new landscaping. The sidewalk will be fixed and behind the houses will be new Bahia. I will ask them to put the pallets away.

Supv. Berube stated: It is private property and we cannot go on private property; they have to take care of it.

Supv. Kassel stated: Right now it is Supervisors' Requests. This is the kind of thing you bring at the beginning of the meeting using one of those forms, then you will not have to sit here the entire time.

Supv. Bokunic stated: I received this message from Ms. Christina Lead late in the day. *Hello, at last month's CDD meeting I said that the Harmony Girl Scout Troop 1434 might be interested in donating funds for a bench for the library box built by Hornak. I spoke with my co-leader and we will pay for one bench this year once Tyler completes and installs the library box. We also want to pay for a second bench for the library box next year. This means the girls can earn their bronze awards. I need to know what paperwork I need to get from the CDD to sign with my co-leader to confirm our commitment to both benches and the timeframe for both.*

Supv. Kassel stated: They want to donate a bench to us. They just simply provide us with a set of drawings and come to us with their proposal.

Supv. Berube stated: No, we talked about Tyler's Eagle Scout box and we talked about adding benches in that area.

Supv. Kassel stated: She said we have a Girl Scout Troop and we would want to paint something on the bench.

Supv. Berube stated: We gave them the prices on the benches that would match. They do not need a drawing because we agreed if they buy the bench that we will put in the pad and mount it. All they have to do is give us the commitment, which we have verbally, that they are going to pay for the bench.

Supv. Bokunic stated: They do not have to file any forms.

Supv. Berube stated: There are no formal forms; their verbal commitment is good enough.

Supv. Walls stated: It could be a donation.

Supv. Berube stated: They are going to buy one of the recycled benches.

Supv. Walls stated: They want to put a little plaque on it.

Supv. Kassel stated: I seem to remember something about decorating the bench.

Supv. Bokunic stated: There is nothing in here about that.

Supv. Berube stated: It was a Friendship bench.

Supv. Kassel stated: Ask them if there is any modification they plan to do to a bench that would be purchased.

Supv. Berube stated: One of the pictures had a dedicated by plaque on one of the benches and I think that caught their eye.

Supv. Farnsworth asked: When I mentioned the dog park earlier - has the water break you had been taken care of? The reason I ask is someone mentioned the grass seems dry in the dog park.

Mr. van der Snel responded: It was a complicated break and the first fix did not hold and we had to redo it today. As of today the pressure is on and it ran for 20 minutes today on all zones and will run again tonight.

Supv. Farnsworth stated: The crackling grass will go away then.

Mr. van der Snel stated: yes. It was out of commission for four days.

## **TENTH ORDER OF BUSINESS**

## **Adjournment**

There being no further business,

On MOTION by Supv. Berube, seconded by Supv. Bokunic, with all in favor, the meeting was adjourned.
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Bob Koncar  
Secretary

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Steven Berube  
Chairman