

**MINUTES OF MEETING  
HERITAGE PINES  
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the Heritage Pines Community Development District's Board of Supervisors was held on **Tuesday, December 9, 2014 at 2:00 p.m.**, in the **Heritage Pines Country Club Meeting Room, 11524 Scenic Hills Boulevard, Hudson, Florida 34667.**

**Present at the meeting were:**

Gilbert Herr	Chair
Raymond Russell	Vice Chair
Herbert Elliott	Assistant Secretary
Robert Zimmerman	Assistant Secretary
Jack Nelson	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Kurt Heath	District Engineer
John Burns	Golf Course Superintendent
Chuck Eade	Golf Course General Manager
Russ Bloom	Resident
Sarah Brundage	Resident
Mark Cutshore	Resident
Roy Dulski	Resident
Gene Estensin	Resident
Glen Folsom	Resident
Floyd Gidner	Resident
Bill Rumble	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 2:00 p.m., and noted, for the record, that all Supervisors were present, in person.

**SECOND ORDER OF BUSINESS**

**Public Comments [3 minutes per person]**

Mr. Floyd Gidner, a resident, indicated that the county agreed to cap the wells in Waterfall Village, direct the water to one meter and charge the bulk rate for all 26 homes; however, there is a rumor that the county now wants to install a shut-off valve and charge each

home \$7. Mr. Gidner voiced his understanding that the county would not cap the wells, so the village can tap into the wells, in case the county does not have enough water but according to the Southwest Florida Water Management District (SWFWMD), the wells in Waterfall Village must be destroyed.

Mr. Gidner reported that the Army Corps of Engineers cancelled a Pasco County Commissioner’s private “pet” project and, under the original decree, his area would be first to receive reclaimed water. He expressed concern about installation of a line to the Cutler golf course, during the delay, and the golf course receiving reclaimed water first. Mr. Gidner wanted to ensure that his area is the first to receive reclaimed water because the agreement was “first in, first out”.

Mr. Russell pointed out that he is currently working with the District Engineer to get reclaimed water in Waterfall Village. He asked Mr. Gidner to wait until Mr. Heath arrived to address his concerns.

Mr. Bill Rumble and Mr. Russ Bloom, residents of Country Green Village, advised that they had the same issues.

Mr. Roy Dulski, a resident of Hill Top Village, had the same questions and clarified that Mr. Gidner was referring to a backflow valve. Mr. Adams concurred and voiced his understanding that the cost would be less than \$5 per home.

Mr. Russell reported that the Board is planning to hold a meeting with Pasco County representatives on the second Tuesday of next month, from 10:00 a.m., to 12:00 p.m., to answer these questions.

Mr. Gidner voiced frustration that SWFWMD says one thing and Pasco County says something else. Mr. Adams agreed that rumors can cause agitation.

**\*\*\*Mr. Heath arrived at the meeting, in person, at approximately 2:07 p.m.\*\*\***

Mr. Adams requested that all residents hold their questions until the Sixth Order of Business, which is an update on reclaimed water transition activities.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly Elected Supervisors, Raymond Russell [Seat 4] and Jack Nelson [Seat 5] (the following to be provided in a separate package**

Mr. Adams indicated that Mr. Russell and Mr. Nelson were incumbents and ran unopposed. He reported that both Supervisors previously completed an Oath of Office, provided by the state, and returned them.

Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Russell and Mr. Nelson.

Mr. Adams indicated that, since Mr. Russell and Mr. Nelson were incumbents, he would forego an explanation of the following documents:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Financial Disclosure Forms**
  - **Form 1: Statement of Financial Interests**
  - **Form 1X: Amendment to Form 1, Statement of Financial Interests**
  - **Form 1F: Final Statement of Financial Interests**
- D. Form 8B, Memorandum of Voting Conflict**

Mr. Adams reminded Mr. Russell and Mr. Nelson that they are subject to the Sunshine Law.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-1,  
Electing the Officers of the District**

Mr. Adams advised that, statutorily, following an appointment or election, the Board is required to consider its slate of officers. He indicated that, currently, Mr. Herr serves as Chair, Mr. Russell serves as Vice Chair and the remainder of the Board Members serve as Assistant Secretaries; he serves as Secretary and Mr. Wrathell serves as Treasurer and Assistant Secretary.

Mr. Adams requested nominations.

Mr. Herr nominated Mr. Russell for Chair.

Mr. Zimmerman nominated Mr. Nelson for Chair.

No other nominations were made for Chair.

Mr. Zimmerman nominated Mr. Russell for Vice Chair.

Mr. Herr nominated Mr. Nelson for Vice Chair.

No other nominations were made for Vice Chair.

**On MOTION by Mr. Herr and seconded by Mr. Nelson, with Mr. Russell, Mr. Nelson and Mr. Herr in favor and Mr. Zimmerman and Mr. Elliott dissenting, the appointment of Mr. Russell as Chair, was approved. (Motion passed 3-2)**

**On MOTION by Mr. Herr and seconded by Mr. Elliott, with all in favor, the appointment of Mr. Nelson as Vice Chair, was approved.**

Mr. Adams presented Resolution 2015-1 for the Board’s consideration. He advised that Mr. Russell will serve as Chair, Mr. Nelson as Vice Chair, he will serve as Secretary and Mr. Wrathell will serve as Treasurer and Assistant Secretary and the remainder of the Board Members will serve as Assistant Secretaries.

**On MOTION by Mr. Herr and seconded by Mr. Russell, with all in favor, Resolution 2015-1, Electing the Officers of the District, as nominated, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Continued Discussion: Maintenance of Dry Retention Areas**

Mr. Adams recalled discussion, at the last meeting, regarding the Heritage Pines Community Association’s (HPCA) action to terminate the contract with ValleyCrest Golf Course Maintenance, Inc. (ValleyCrest) and bringing the golf course and common grounds maintenance in-house. He noted that, as a result, it was impossible for the District to continue its contractual relationship with ValleyCrest because the supporting facilities and services being provided to the District, were included in the HPCA agreement. Mr. Adams reported that, at the last meeting, the District placed ValleyCrest on notice, through the 90-day notice provision, to terminate the contract as of December 31, 2014. The Board discussed the potential to enter into an agreement with the HPCA to provide dry retention area maintenance services.

Mr. Adams explained that the District can enter into a maintenance assignment agreement with the HPCA, with or without financial consideration. He believed that the Board desired to enter into an agreement with the HPCA, with financial consideration. Mr. Adams reported that Mr. Herr met with Mr. Chuck Eade, HPCA General Manager, and negotiated a contract.

Mr. Herr indicated it is a simple agreement, and the same people fund both HPCA and the CDD. The agreement commences on January 1, 2015, upon termination of the agreement with ValleyCrest.

Mr. Herr indicated that the District and the HPCA agree that the HPCA will maintain the area defined as the CDD, according to the terms and conditions of the agreement. The General Manager and Maintenance Manager, Mr. Burns, will meet with the CDD during regularly scheduled CDD meetings, to review the condition of the CDD drainage areas and agree that the desired condition is achieved. Mr. Herr stated that the CDD will pay the Association a monthly amount of \$7,250 (this is the exact amount paid this year to ValleyCrest). At the April CDD meeting, the HPCA will justify that the amount is not higher than the amount per acre spent on common areas; if higher, the amount will be adjusted to equal the amount per acre of the common areas. Mr. Herr indicated that annual monthly increases will be negotiated at the time of annual renewal.

Mr. Herr stated that the environmental dry retention areas (EDRAs) will be mowed to a height equal to the rough of the golf course or the height of the common area. The EDRAs will be irrigated to promote grass sufficient to prevent bank erosion. On EDRAs that are not currently irrigated, Mr. Herr advised that new irrigation piping will be installed and paid for by the CDD, in an amount agreed to before the work has started. The Association will use appropriate chemicals to control weed growth at the top of the EDRAs to prevent the growth of objectionable weeds such as dollar weed onto homeowners' property.

Mr. Herr indicated that the plants in the EDRA will be weeded, as necessary. Plants installed after the start of this contract will be weeded at an additional cost agreed to by the parties. Mulching will be done twice per year or not less than planted areas in the common area and any new landscaping will be installed at a price agreed to between the parties. Mr. Herr advised that the association will provide all equipment necessary for the work and provide maintenance and fuel for such equipment. The Association will assume the lease of the two mowers, presently paid for by the CDD, at a monthly rate of \$2,339.

Mr. Herr stated that insurance will be provided with a limit of \$1 million for comprehensive and general liability insurance, including products and complete operations. The owner will be named as an additional insured. Insurance will be provided with a limit of \$300,000 for automobile liability.

Mr. Herr explained that the term of this agreement and the right to terminate is for a period of five years, commencing on January 1, 2015 and will be automatically renewed for additional one-year periods, unless either party provides the other party at least 90 days written notice of its intention not to renew; however, the CDD has the right to terminate the agreement at any time upon providing written 90-days notice to the HPCA. Such termination need not be with cause. Mr. Herr stated that the agreement may only be amended in writing and executed by both parties. The agreement is made and shall be governed and construed by the laws of Florida and any litigation arising out of this agreement, shall be in the court of appropriate jurisdiction in Pasco County, Florida. In the event that any of the parties institute any action or proceeding against any other party relating to this agreement, each party shall be responsible for his or her own costs. This agreement constitutes the entire understanding and agreement of the parties.

Mr. Herr acknowledged that the agreement does not contain specifics; the heart of the agreement is for the General Manager and Maintenance Manager to meet with the CDD, during regularly scheduled meetings of the CDD, to review the maintenance of the property.

Mr. Adams discussed the financial considerations. He indicated that the monthly maintenance fee of \$7,250 is the entire \$87,000 budget, which included the contract maintenance with ValleyCrest and fuel reimbursement. Mr. Adams pointed out that the agreement reflects that the HPCA will provide all equipment and be responsible for fuel and maintenance.

Mr. Adams stressed that an advantage to the agreement is the CDD will receive a lease payment of \$2,339, per month, for the mower. He explained that, since the CDD leases the equipment, the HPCA cannot assume the lease because the CDD is a governmental entity, with tax exempt considerations. Mr. Adams suggested that the HPCA bill the District monthly, for \$7,250 minus a \$2,339 credit for the lease. The net difference of approximately \$5,000 will be paid to the HPCA every month. Mr. Adams indicated that the District will still make its monthly lease payments on the mower but receive consideration on the maintenance side, which is a positive for the District, considering the fuel reimbursements, as the District will be ahead by \$5,000 or \$6,000, on an annual basis, under this agreement. Mr. Adams noted that the District may be ahead by even more, once the Association reconciles the cost per acreage and presents these costs to the Board in March or April.

Mr. Zimmerman asked about the annual renewal cost. Mr. Adams indicated that there is no cost escalator in the agreement but if the HPCA must increase costs, Board approval is required. He noted that the ValleyCrest contract contained an annual consumer price index

(CPI) increase of 1% to 3.25%. Mr. Herr pointed out that there is a provision in the agreement for an annual increase to be negotiated at the time of the annual renewal. Mr. Adams explained that, the way it is currently written, the District would not see an increase in the first five years because this is a five-year contract with one-year automatic renewals.

Mr. Herr recalled discussion, at the last meeting, about raising the mowing height of the EDRAs from the current 4", to retain moisture in the banks.

Mr. Russell pointed out that, if there is irrigation, the current height is sufficient; if not, 5" is adequate. He noted temporary irrigation along #20 where there are new plantings and a proposal is before the Board to install irrigation around the top of the ridge, or 75 yards on a 180 cycle, for less than \$500. Mr. Russell estimated that the maintenance cost of the plantings would exceed the mowing cost because of weeds. He indicated that the District will no longer receive free mulch and the mulch near the maintenance shed, from USA Tree, is not the clean mulch they are accustomed to. Mr. Russell believed that, with twice per week irrigating, the District can maintain the plantings.

Mr. Adams asked Mr. Burns if there is an issue with adjusting mowing heights under best horticulture practices. Mr. Burns replied no and agreed that it is a good idea. Mr. Adams asked if Mr. Burns will make adjustments, as needed. Mr. Burns replied affirmatively.

Mr. Nelson pointed out that many banks do not have irrigation, which caused die out and erosion; there was a misconception about whether SWFWMD or Pasco County would allow irrigation. Mr. Russell received a letter stating that those areas could be irrigated but water is not hitting those areas. Mr. Burns asked if the irrigation system was connected. Mr. Nelson replied affirmatively. Mr. Russell spoke with staff and they definitely did not turn on the water; additionally, other banks with irrigation are not being turned on. Mr. Burns will adjust the watering schedule.

Mr. Nelson recalled that a letter was to be issued to Mr. Tommy Land, of ValleyCrest, regarding #2 and #3. Mr. Adams questioned whether this was about the failed plants. Mr. Nelson replied affirmatively. Mr. Adams suggested that the Board discuss this issue, once the maintenance of the dry retention areas is resolved. Mr. Adams confirmed that payment has been withheld since ValleyCrest was put on notice of termination, in case there were areas that ValleyCrest was responsible for and the District had to utilize a portion of those funds to hire another contractor to perform the work.

Mr. Nelson pointed out that ValleyCrest mulched and installed plantings on EDRA #20; some plants have the root section and will grow but 12 to 15 plants are questionable. Mr. Adams indicated that this area is visible from the main boulevard but there is a better view on the cul-de-sac.

Mr. Adams requested consideration of the Maintenance Assignment Agreement with the Association, in substantial form, and whether to utilize outstanding funds to make repairs or direct Staff to pay ValleyCrest, in full.

Mr. Nelson confirmed that both the HOA and CDD would realize savings by bringing maintenance in-house; the CDD will receive \$2,339 per month from the Association for the lease of the mower. Mr. Adams acknowledged that the \$2,339 would help to offset the lease obligation.

Mr. Nelson asked if the contract is for five years. Mr. Adams replied affirmatively and noted that, after five years, there is an automatic renewal and any increases will be discussed during the renewal period.

Ms. Sarah Brundage, a resident, asked whether the CDD has responsibility for the wet retention areas. Mr. Adams replied affirmatively. Ms. Brundage asked why the wet retention areas were not included in the contract. Mr. Adams replied that the District has a contract with LakeMasters for lake maintenance. Ms. Brundage pointed out that the lake maintenance contract is not for the surrounding areas. Mr. Adams indicated that the District does not have ongoing maintenance responsibilities in the surrounding areas, except for cattail reduction, which took place three years ago. Mr. Adams reported that a treatment for spatterdock reduction was recently completed but not all spatterdock can be removed because this is a natural area; the District Engineer suggested the cattail reduction, after speaking with an environmental group.

Ms. Brundage asked if the maintenance of Paleo Park is included in the contract. Mr. Nelson indicated that park maintenance is the HOA's responsibility; he will obtain proposals to complete a major cleaning, which will be paid from the Concerned Citizens Fund (CCF). Mr. Nelson pointed out that Mr. Gary Wind thought that this was a great idea; however, Mr. Wind has not received a response from the HOA.

Mr. Dulski reported that, prior to the plant installation, the weeds along #2 were sprayed with Round-Up. Mr. Herr believed that the weeds were supposed to be sprayed in advance. Mr. Russell indicated that the weeds were sprayed but not killed. Mr. Nelson pointed out that EDRA



#40 was one of the last areas where plants were installed and staff supervised installation; this was eight months ago and the plants are doing great, which, in large part, was due to irrigation.

Mr. Rumble stated that, for the last ten years, residents of Country Green Village were paying to irrigate the retention areas, on the left side of Breland Drive and the end of Hollander Avenue with their pumps, and requested that the CDD and HOA consider installing their own pipes or a water source to irrigate those areas. Mr. Rumble believed that agreements exist to install plants in retention ponds to improve the appearance. Mr. Adams agreed that this can be considered as part of the effluent project.

Mr. Herr commented that ValleyCrest did not complete EDRA #2 correctly. He discussed this with Mr. Burns and Mr. Eade, who have a long-term project to beautify the area with landscaping and add more color. Mr. Herr suggested allowing ValleyCrest to complete their work and, next year, consider something to beautify that area, the way it was designed, as the plantings are not acceptable. Mr. Nelson confirmed that this area was addressed and the landscaping was replaced. Mr. Herr pointed out that the area is still unsatisfactory and believed that part of the area must be replanted.

Mr. Rumble asked if there are plans to install plants on the left side of Breland Drive and the end of Hollander Avenue, as money was set aside and promises were made. Mr. Herr recalled a motion, at the last meeting, to set aside \$15,000 to mow the steep area; Mr. Burns has some ideas of how to mow that area better, which may eliminate the need for plantings. Mr. Herr believed that this is something the Board should consider; the money is budgeted and it is just a matter of working with the HOA and Mr. Burns and his mowing crew.

Mr. Elliott pointed out that \$20,000 was budgeted for Fiscal Year 2015 for “Dry retention pond refurbishment/planting” but only \$3,000 was spent, leaving \$17,000. Mr. Herr confirmed that the District is receiving \$24,000 for the mowing lease. Mr. Elliott indicated that the District’s responsibility is erosion and maintaining the slopes in EDRA areas; the District is not in the landscaping business. Mr. Herr disagreed, as he believed landscaping is under the Board’s control and it was in the District’s best interest to work with the HOA and develop a program for the community. Mr. Nelson recalled that the Board settled this matter at the last meeting.

Mr. Gene Estensin, a resident of Golf View Estates, serves on the new Common Grounds Advisory Committee (CGAC) and he looks forward to working with the Board. Mr. Estensin pointed out that the CGAC’s goal is the same as the Board’s, which is to beautify the

community. He suggested hiring a design company. Mr. Adams acknowledged that the District's budget is very tight.

**On MOTION by Mr. Nelson and seconded by Mr. Zimmerman, with all in favor, the Maintenance Assignment Agreement with the Heritage Pines Community Association for the maintenance of dry retention areas, in substantial form, was approved.**

Mr. Adams asked whether to continue withholding funds due to ValleyCrest, to pay for remediation of failed plantings, within dry retention areas, or other issues that ValleyCrest may be responsible for.

**On MOTION by Mr. Russell and seconded by Mr. Elliott, with Mr. Herr, Mr. Zimmerman, Mr. Elliott and Mr. Russell in favor and Mr. Nelson dissenting, authorization for Staff to pay all outstanding money owed to ValleyCrest, was approved. (Motion passed 4-1)**

Mr. Russell reported speaking to Mr. Land this morning; ValleyCrest is planning to install mulch but many employees are on vacation. Mr. Herr pointed out that the mulch is from USA Tree and asked Mr. Nelson about his issue with the motion.

Mr. Nelson felt that the area looks terrible. Mr. Herr reported that ValleyCrest is working on improving the area and mulched yesterday. Mr. Nelson pointed out that the area still does not look good and expressed concern that the District is paying \$20,000 for unsightly areas; he is trying to hire someone to make the area look beautiful. Mr. Herr opined that it looks better but not beautiful; many plants are inadequate, as the Board did not have control over what they wanted. Mr. Herr discussed beautification with Mr. Eade, even if it costs money, as they will never be satisfied with ValleyCrest.

Mr. Russell pointed out ValleyCrest's mistakes, such as purchasing one-gallon plants instead of three-gallon plants, working on one project at a time instead of two and lack of supervision.

Mr. Elliott reported that, on EDRA 40, the plants are spread out. Mr. Russell pointed out that there was supervision. Mr. Herr indicated that the plants were fairly mature and questioned

what the HOA is planning. Mr. Nelson reported that the HOA has not had their first meeting but is working with Mr. Burns. Mr. Herr expressed concern about situations that are “overkill”.

Ms. Brundage reported that the General Manager spoke to the long-range planning committee about hiring a landscape architect to review the entire property, including all common areas, and provide ideas. Mr. Adams advised that some engineering firms have landscape architects and Mr. Heath can make recommendations. Mr. Nelson indicated that the golf course has a long-term plan, recognizing that a large percentage of homes back up to CDD property; the goal is to have a long-term plan and fund with reserves.

Mr. Herr reported that he was showing a house at the end of Tiverton Court and the clients recommended placing bushes around the drainage ditch, at the end of Hollander Avenue and Baronwood Court, to make it look aesthetically pleasing. Mr. Elliott agreed but wondered what SWFWMD would say about the plants. Mr. Herr commented that EDRA 40 looks nice. Mr. Russell recommended upgrading the basin. Mr. Elliott agreed that anything on the slopes, washing into the basin from heavy rainfall, should be addressed.

**SIXTH ORDER OF BUSINESS****Update: Reclaimed Water Transition Activities**

Mr. Heath reported that the reclaimed water plans are currently with the Pasco County Purchasing Department, who is preparing to go out for bids; it is unknown how long this process will take.

In response to Mr. Elliott’s inquiry, Mr. Heath reported that the county had the plans for two to three weeks. Mr. Elliott recalled that the county estimated a month-and-one-half to go out for bids.

Mr. Russell asked if the county worked on the pipe under the road; they were supposed to come on December 1. Mr. Heath received an email this morning from the county’s construction crew, who was going to handle the piping work in Whispering Pines. Mr. Heath did not agree with their timeline and sent a response to the county Project Manager with alternative dates and has not received a response; he is concerned about the other villages. Mr. Russell asked about Gentle Breeze, which is slated for December 15. Mr. Heath advised that the timeline is the same as Whispering Pines because there is only one crew.

Mr. Herr reported speaking to a county employee, Mr. Zone, who offered to have his irrigation staff provide assistance. Mr. Russell confirmed that he also spoke to Mr. Zone.

Mr. Heath reported that several villages are currently connected with reclaimed water and, other than Village 13, outside contractors performed the work. The county offered to assist any village with well issues, which is why Village 13 was completed by the county. Mr. Russell reported that Ms. Pamela Wright requested that any villages needing piping work, be brought to her attention and she will handle it. Mr. Heath pointed out that Ms. Wright does not handle construction issues.

Mr. Heath indicated that the county has an “as needed” pipeline contract with a contractor and suggested that the District utilize this contract to complete this project sooner.

Regarding the two reclaimed water wells in Waterfall Village, Mr. Heath has a sketch and the pipe connecting to the two wells will feed four villages and entails a 6” line down the road, which is costly; therefore, it is not feasible for the county to complete the work. He noted that it is possible to connect the piping across the road so one well can serve the entire village. Mr. Russell suspected a leak and that it will cost \$25,000 to repair. Mr. Heath agreed that Whispering Pines is a concern and will take months to complete.

Mr. Gidner believed that a County Commissioner has influence over certain projects and certain builders because, as soon as the commissioner heard that SWFWMD cancelled his project, the District’s project was delayed. Mr. Gidner indicated that he spoke with someone at the county who confirmed that there is going to be a limited amount of water and, if Waterford Village is signed up first, they are supposedly the first to receive water. Mr. Gidner surmised that the project is being delayed so the County Commissioner can ensure that his line will go in across the street, towards the golf course, and those homes will receive water first.

Mr. Gidner reiterated to Mr. Heath that, when he first spoke to the county, he was told that there would be no problem running a line under the road and hooking up one meter to 26 homes; however, he is now hearing that the county wants to charge \$7 per home to install a backflow valve, which was originally supposed to be installed by the pump well cap. Mr. Gidner expressed concern about residents getting the “runaround” because of individuals behind the scenes following their own agenda.

Mr. Adams recalled discussion about the quantity of the county’s effluent water and whether they are connecting the golf course first or the villages. Mr. Heath confirmed that the county had issues, in the past, with their water availability but is currently dumping water on a daily basis because they have more water than they are using. The District has a service agreement with the county to provide water and, at some point, the county will acknowledge that

they do not have the quantity of water available; however, Mr. Heath did not anticipate this happening for a long time.

Mr. Heath reported that the new reservoir is supposed to be operating by April; it will hold 500 million gallons of water and assist with the daily flow variations. He acknowledged that the county made improvements to their system; it should not be an issue. Mr. Heath understood the concerns of residents, due to his interaction with the county, in the past, and receiving negative connotations and agreed to share anything detrimental with the Board.

Regarding the wells, Mr. Heath reported that four villages were connected to reclaimed water; SWFWMD does not require the wells to be plugged. His understanding was that some villages want to keep their wells, in case the county fails to meet their obligations. Mr. Heath did not foresee a reason to plug the wells, unless SWFWMD requires it.

Regarding backflow issues, Mr. Heath clarified that the installation of the backflow valve is not \$7 per house, per month; it is \$4.98. He explained that the state requires a cross connection control program for any water system the county is undertaking and any village having reclaimed water irrigation on their property must have a small check valve, which costs \$7 per month, per house. Mr. Heath pointed out that, according to state regulations, the valve is required even if a village has well water.

Mr. Burns pointed out that state law is very clear; many neighborhoods have two separate systems and no common piping; there is nothing in the Statute requiring backflow valves. Mr. Heath explained that the county created a program in 1990 based on state regulations, which included the following requirement for backflow valves.

*“Backflow prevention assembly will not normally be required on potable single-family residential service connections, unless a hazardous situation exists or reclaimed water irrigation services are provided”.*

Mr. Adams advised that he has worked in Southwest Florida for 25 years and effluent water has been widely available for 15 years. The cross connection control program was enacted immediately upon there being dual distribution of potable and well water/effluent. He indicated that there is a requirement to have the backflow prevention on the potable source, due to the potential of having a cross connection between the potable source and the well/effluent water, which is delivered at a higher pressure through the potable system. With the backflow preventer at the meter point, if there is contamination, it will only be within the District boundaries and not the overall drinking water supply. Mr. Adams pointed out that this is the standard for a

Department of Environmental Protection (DEP) or SWFWMD policy, which relies on the American Water Works Association. He believed that the District must deal with this and the cost is \$60 per year, which covers the initial capital costs and annual testing.

Mr. Burns pointed out that Mr. Eade had an issue in one village, which had a community well; each house had an irrigation well and backflow prevention was required.

Mr. Dulski asked if the agreement with the county was available and what it contains regarding backflow prevention. He read a provision in the Statute, which stated "If you use potable water for irrigation, you must have a backflow valve." Mr. Dulski believed that there is a broad interpretation by the county to charge the District \$80,000 per year and suggested that a representative of the county attend a CDD meeting to explain this provision to the Board and residents. Mr. Adams indicated that a county representative will attend on January 13, 2015.

Mr. Dulski reported that Hill Top Village had reclaimed water ten years ago and now has wells. He asked why the backflow valves were not installed when the meters were initially installed, if it was required for cross connection systems.

Mr. Nelson asked whether there are backflow valves in villages that were transitioned to reclaimed water. Mr. Heath recalled that this issue started when Tall Pines Village went through the permitting process and it was discovered that Tall Pines was already connected but did not have a backflow valve. Mr. Adams pointed out that it was three years ago. Mr. Nelson questioned whether the county installed the backflow valves. Mr. Heath confirmed that the county installed the backflow valves when they started enforcing the statute; the concern was that someone could dig up a yard to connect a pipe. Mr. Adams indicated that effluent piping is bright pink, so that type of mistake does not occur.

Mr. Dulski pointed out that money is still being spent for wells; residents just made a third payment to the CDD, through their tax bills. Mr. Adams explained that the money is placed into the designated fund balance. Mr. Dulski noted that \$330 was spent to replace another motor and Tall Pines recently spent money for its wells. He wants answers from the county. Mr. Adams suggested that Mr. Dulski attend the January 13, 2015 meeting with Pasco County.

Mr. Mark Cutshore, a resident, believed that backflow preventers were installed in case of a cross connection between the wells, the underground sprinkler system and potable water system.

Mr. Russell reported that he and Mr. Eade arranged a meeting on January 13, 2015, from 10:00 a.m. to 12:00 p.m., with Pasco County officials, including a construction foreman. The

purpose of the meeting is to dispel rumors. Mr. Russell acknowledged that he was responsible for making incorrect statements, which started some rumors. Mr. Eade encouraged residents to attend the meeting to ask questions about backflow preventers and anticipated that the county would provide answers. He will give a slide presentation on what is planned for the project.

Mr. Glen Folsom, a resident, asked if the third delay was caused by the county Purchasing Department not submitting the bids. Mr. Heath replied that it takes considerable time to receive comments. Mr. Heath has been working with the county for 15 years, on numerous projects, and there is a noticeable difference between now and ten years ago. He indicated that, several weeks ago, the county mentioned at a meeting that it could take three to six months for the Purchasing Department to go out for bids.

Mr. Heath recalled that the project commenced after the study was completed last year but, because SWFWMD is responsible for half of the money, they refused to provide the agreement and the county was not willing to lose the work without knowing whether or not they would receive half of the money. Mr. Russell pointed out that the project was to commence last June. Mr. Heath indicated that the county decided to proceed with the project, without the SWFWMD agreement, so residents would not have to expend further funds on wells. Two villages are due to be connected as soon as the county coordinates the work with their construction crew.

Mr. Folsom asked if their village will move to the top of the list if there was an emergency. Mr. Heath replied that a couple of villages are waiting and he hoped to receive answers from the county at the January 13 meeting. Mr. Folsom pointed out that residents have been waiting for reclaimed water for two years.

Mr. Russell understood and reported that the county reassured him that resident questions will be answered at the January 13 meeting, no matter how long the meeting must last. Mr. Folsom asked if residents can submit questions prior to the meeting. Mr. Russell confirmed that he already provided resident questions to the county.

Mr. Folsom asked what happens after the January meeting. Mr. Russell indicated that the District Engineer will meet with Pasco County and try to reach a solution. Mr. Russell noted that, until today, there were no issues with any village well going down and he is sharing everything he knows with residents.

Mr. Herr reported that the Purchasing Department is led by Mr. Bruce Kennedy; if no one receives answers from Mr. Kennedy, the job is not getting done. If Mr. Kennedy decides to cancel this project, or delay it, it will be delayed.

Mr. Folsom asked if Mr. Kennedy will attend the January 13, 2015 meeting. Mr. Russell replied no.

Mr. Herr recalled that, in 2007, the villages were connected to reclaimed water but did not have the correct permit. The county forced the golf course to shut down the reclaimed water system, as lines connected to the villages did not have sufficient pressurization. He pointed out that, when the system was shut down for maintenance, residents complained. Mr. Kennedy suggested drilling wells but residents did not want wells because there was an aquifer. Mr. Herr indicated that he was on the Board and recalled that Mr. Kennedy refused to change his mind about the wells and the District spent \$400,000 to drill wells. Mr. Herr suspected that, if the county performed its job properly, the villages would have reclaimed water and the \$400,000 could have been used to install the system but Mr. Kennedy said “no”. He believed that Mr. Kennedy was mad at the contractor for using water from the golf course to irrigate the villages and was going to “teach the contractor a lesson”; this may have contributed to the sinkhole problem.

Mr. Heath requested that questions be submitted to him in writing, for submittal to the county, prior to the January 13, 2015 meeting.

**SEVENTH ORDER OF BUSINESS**

**Approval of October 14, 2014 Regular Meeting Minutes**

Mr. Adams presented the October 14, 2014 Regular Meeting Minutes and asked for any additions, deletions or corrections.

**On MOTION by Mr. Herr and seconded by Mr. Elliott, with all in favor, the October 14, 2014 Regular Meeting Minutes, as presented, were approved.**

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There being no other business, the next item followed.



**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being no report, the next item followed.

**B. Engineer**

There being no report, the next item followed.

**C. Manager**

**i. Approval of Unaudited Financial Statements as of October 31, 2014**

Mr. Adams presented the Unaudited Financial Statements as of October 31, 2014 and indicated that it was the first month of the new fiscal year and there was limited activity; however, there were accruals from the prior fiscal year.

**ii. NEXT MEETING: February 10, 2015 at 2:00 P.M.**

Mr. Adams advised that the next meeting will be held on February 10, 2015 at 2:00 p.m., at this location.

**TENTH ORDER OF BUSINESS**

**Supervisors' Requests**

There being no Supervisors' requests, the next item followed.

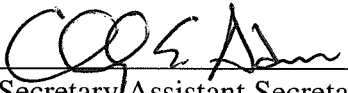
**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Russell and seconded by Mr. Nelson,  
with all in favor, the meeting adjourned at 3:22 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

  
Secretary

Assistant Secretary

  
Chair

Vice Chair