

**AGENDA**  
**HARMONY**  
**COMMUNITY DEVELOPMENT DISTRICT**

Thursday  
November 20, 2008  
9:00 a.m.

Harmony/Greensides  
7251 Five Oaks Drive  
Harmony, Florida

- 1. Roll Call**
- 2. Organizational Matters**
  - A. Oath of Office for Newly Elected Supervisors**
    - Supervisors Elected by General Election (Kerul Kassel and Mark LeMenager)
    - Supervisor Elected at Landowners Election
  - B. Consideration of Resolution 2009-1 Canvassing and Certifying the Results of the Landowners Election**
  - C. Consideration of Resolution 2009-2, Election of Officers**
- 3. Approval of the of the Minutes of the October 30, 2008 Regular Meeting and Workshop**
- 4. District Manager's Report**
  - A. October 2008 Financial Statements**
  - B. Invoice Approval #103 and Check Run Summary**
- 5. Attorney's Report – Update on Adoption of Proposed Rule Relating to Memorials in Public Places and Establishing Pool Rules**
- 6. Engineer's Report**
- 7. Developer's Report**
- 8. Monthly Boat Report**
- 9. Supervisor Requests**
- 10. Audience Comments**
- 11. Adjournment**

# MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, October 30, 2008, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Greg Gologowski	Vice Chairman
James O'Keefe	Supervisor
Ken Peach	Supervisor
Nancy Snyder	Supervisor

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp
Steve Boyd	Engineer: Miller, Einhouse, Rymer & Boyd
Brenda (Wright) Burgess	Moyer Management Group
Todd Haskett	Harmony Development Company
Shad Tome	Harmony Development Company
Residents and members of the public	

## FIRST ORDER OF BUSINESS

### Roll Call

Mr. Evans called the meeting to order at 9:05 a.m.

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

## SECOND ORDER OF BUSINESS

### Approval of the Minutes of the September 25, 2008, Meeting

Mr. Evans reviewed the minutes of the September 25, 2008, regular meeting and requested for any additions, correction, or deletions.

Ms. Snyder stated on page 6, third paragraph from bottom, "*stated using it*" should be "*started using it.*"

Mr. Qualls stated on page 5, first paragraph, the sentence "*By putting in the agreement that the District is responsible for any requirements of that Act, even though we think there are no such requirements...*" should read "*By adding this language, the School Board potentially creates liability on the part of the District.*" On the bottom of page 5, the second to last sentence should read "*The way I read it is that the onus of the Act is on the School Board.*"

Mr. Evans stated on page 9 second full paragraph, the third sentence should read “*I do not think that is the right location.*” In the fifth sentence, the word “hard” should be “*heard.*” On page 12, the third paragraph from bottom should read “*We can convey to the HOA at a cost.*”

On MOTION by Mr. O’Keefe, seconded by Ms. Snyder, with all in favor, approval was given to the minutes of the September 25, 2008 meeting, as amended

**THIRD ORDER OF BUSINESS**  
**A. Financial Statements**

**District Manager’s Report**

Mr. Moyer reviewed the financial statements, included in the agenda packet and available for public review in the District Office during normal business hours.

Mr. Moyer stated the District’s financial statements for the fiscal year ended September 30, represent the activities of the District for the fiscal year. We budgeted \$1.488 million and collected \$1.5 million in revenues, which is about \$15,000 over what we anticipated. The majority of that was interest earnings on our accounts. Although it was not very significant, it still resulted in collecting more monies than were budgeted. On the administrative side, we budgeted \$211,000 in expenses and spent \$182,000, so we were under budget in this category by \$28,000. On landscaping, we were under budget by \$32,000. Utilities were under budget by \$13,000. For operation and maintenance, we were under budget by \$6,400. All this means is we have excess revenues of \$117,000, which when added to the prior years’ fund balance of \$221,000; we ended the year with a \$338,000 fund balance. When the auditors perform the audit, there will be some adjustments to these for accruals and payables, but this is a good indication of where we are at the end of the fiscal year. As a Board you are to be complimented for running this District and bringing these expenditures in under budget and yet undertaking a few programs during the year that were not budgeted for that we were able to fund.

Mr. Evans stated there may be other invoices outstanding that are anticipated to be received for services performed during September but have not been paid yet. Those invoices will be charged against the fund balance, so it will be another month before we know what that amount really is.

Mr. Moyer stated that is correct, but I do not expect them to be significant.

Mr. Evans stated we do not budget for carry-forward surplus because we do not know. Next month we will know if we have about a cumulative total of \$330,000 that can be applied to operations and maintenance and not debt service.

Mr. Moyer stated that is correct. Debt service has its own budget and I was referring strictly to the general fund for operation and maintenance.

Mr. Evans stated in the past we used these similar funds to establish an operating account that we used for an emergency fund, such as a hurricane or other special needs the District has that were unforeseeable. It was more of a catastrophic type fund.

Mr. Moyer stated we do not encumber as we do not receive tax revenues until December, so about \$175,000 of the fund balance is carried forward from year to year to cover the first-quarter operating expenses. The true excess is the difference between \$330,000 and \$175,000.

Mr. Evans stated as I recall, we established a first-quarter operating account so we had some funds there.

Mr. Moyer stated that is correct.

Mr. Evans stated as our budget grows, to be able to cover the expenses for the first quarter, that amount will also increase in order to pay these bills during those first few months of the fiscal year. For the first quarter operating expenses, we budgeted \$175,000 and the overall budget for the year is \$1.5 million. We will need almost \$400,000 from a timing standpoint. The additional revenue we may have when you add those to the existing fund balance, should be enough to carry forward. It is not disposable income.

Mr. Moyer stated that is correct.

#### **B. Invoice Approval #102 and Check Run Summary**

Mr. Moyer reviewed the invoices and check summary and requested approval.

Mr. Peach stated there is invoice from Waste Management with a past due balance from REW for a dumpster pull. They are indicating in our check run to pay the current amount rather than the past due amount. That does not reflect on us since it is not our invoice, but I want everyone to be aware that for whatever reason, they are not paying the past due amount. It is being billed to REW so it is not our responsibility, but we may want to monitor this.

On MOTION by Mr. Peach, seconded by Mr. O'Keefe, with all in favor, approval was given to the invoices as presented.

**FOURTH ORDER OF BUSINESS**

**Attorney's Report – Update on contract negotiations for school use of the Swim Club facilities**

Mr. Qualls stated pursuant to the Board's direction, I met with Sam Henderson who is the Contract Administrator for the School Board. We had a good discussion, and the District and the School Board came to terms on the liability issue. There was language dealing with the Jessica Lunsford Act, which could have raised some potential liability on the District, however we did not find any such language within the Act, so this language was removed. The School Board approved the contract and it has been executed. This completes the project.

Mr. Qualls stated I was asked by the Board to look into the lighting requirements for the swimming pool. I distributed a memorandum to the Board. Rule 68E-99.008(8) of the Florida Administrative Code says there can be no swimming at night unless there are three foot candles of light, there is no glare, and someone swimming can see all parts of the pool without any glare. If all of those requirements are not met, there can be no swimming at night.

Mr. Qualls stated regarding the draft donation policy, we took Mr. Golgowski's draft and studied other donation policies, such as universities and other entities who have developed policies for this. We will discuss this policy in more detail at the workshop after this meeting.

Mr. Evans asked can the pools be lit appropriately and still satisfy the dark sky compliance requirements?

Mr. Haskett responded I did some research and I do not know what the lumens or wattage would be, but there are dark sky compliant lights that will light the pool area. However, I do not know the number of lights it will take as they have to be four feet from the pool edge. There are some LED options and solar-powered lights.

Mr. Evans stated it says the bottom has to be lighted.

Mr. Haskett stated it is currently lit with in-water lighting.

Mr. Evans stated we understand what the legal requirements are, and we need to see if we can adapt it to the dark sky requirements. I would like for you to evaluate this further. Then we can make a determination on whether or not to move forward.

Mr. Haskett stated we will provide a proposal for the next meeting.

Mr. Peach stated on the last page regarding the required posting of rules and regulations, I imagine most of those are already posted in the signage that is out there.

Mr. Haskett stated yes, it is more in depth than what is required.

#### **FIFTH ORDER OF BUSINESS**

#### **Engineer's Report**

Mr. Boyd stated I will get with Mr. Haskett on the lighting requirements. We will monitor the light levels when the pool light is turned on because this will reduce the need for additional lighting.

Mr. Boyd stated as we are entering the dry season, as part of our ongoing duties, we will look at the control structures of all the ponds as the water levels come down to make sure they are clear and operating properly. If we discover anything, we will report that to you.

#### **SIXTH ORDER OF BUSINESS**

#### **Developer's Report**

Mr. Haskett stated last month I presented a proposal from A Cut Above tree service for tree pruning and I invited Mr. Hank Stansell to speak to the Board and answer any questions you may have.

Mr. Stansell stated I have some materials about my company that I will distribute to you. We had the opportunity to work out here when Harmony was being developed. It is an honor to be associated with this community because it is a beautiful property. We worked on the lake and many of the street trees already. You had a lot of trees installed and many of them still have the bracing on them. What I think you are looking for are some Arborists to come in, look at the problems and address them right away. There are lights being blocked and some sidewalk issues. If you have proper care, you will protect your investment and will see a greater return on your investment. We want to protect these trees. A tree is planted in front of every house and that is not a natural way for trees to grow. We can deal with this, but it will require some extra care. When the sunlight hits these trees from all sides, they tend to get wider than taller. We practice some of the latest technology in trimming these trees. We work very closely with Dr. Ed Gilman from the University of Florida, who he wrote the book on trimming. Much of this is fairly new, which is why continuing education is important. All of my crew members participate in continuing education and I encourage it. I concentrate on property management and deal with HOAs, shopping centers, new construction, and tree protection. We have been in

business for 22 years and think we can help your community. I structure my prices on an hourly rate since most of my clients operate on a budget. We structure our pruning schedules as the budget permits, and then it is up to us to prioritize what needs to be done. The biggest concern in a community like this is liability. We want to keep the community safe and this is always our number-one priority. If there is a stump in a playground, that is a liability issue. If roadway signs are blocked, that is a liability issue. If roadway lighting or parking lot lighting is blocked, that is a liability issue. Maintenance is very important. I recommend you have an Arborist come in once or twice a year, but you want to be consistent in having an Arborist come in with a tree crew to perform some tree work.

Mr. Evans stated I am not enthusiastic about an hourly contract on any scope. We know how many trees we have. This is your field of expertise. You can look at the trees, identify the number of trees, the size of the trees and the scope of work that needs to be done and you can quote a proposal based on this scope. Then we can decide if we want to phase it, when we want to do it, how much time it is going to take, whether it will include disposal of all tree trimmings and what you are recommending as far as type. We originally were looking to maintain the asset in the event of a hurricane. Many of these trees have never been pruned or thinned. We want to look at it from a number of the aspects that you have already mentioned. I think for us to really understand the magnitude and whether we can afford it or we do it in phases, we need to prioritize and look at the time of year this needs to be done; no matter if it is a December element or a May element or a combination.

Mr. Stansell stated cleanup is always included and we are very thorough about that. We keep things cleaned up and do not leave things overnight. In Florida, we can trim anytime but the trees are approaching a dormant stage now, so this is an excellent time to trim them. You will get more for you money by trimming in the winter months because leaves are down and you can see what you are pruning. We want to encourage upward growth and every tree is different. I will spend 10 minutes on one tree whereas another one will take an hour. That is why I try to stay with hourly rates. You do not know me or my company, and you may worry you will not get a full hour's worth of work. This is why I included references, and I have worked with some of my references for 20 years. Sentry Management is one of our biggest accounts and they are the largest property

management company in the southeast area. I do not have customers; I have a clientele base. I work with the same people year after year and I am anxious to work in this community.

Mr. Evans stated this proposal is for 10 days at a flat amount but it does not identify what you are going to accomplish. It does not identify "x" number of trees or what roadways you are going to prune. I want a more detailed scope, with the number of trees you will prune and everything you feel you can accomplish within this timeframe. It needs to be more fully defined.

Mr. Stansell stated in two weeks we can accomplish everything. We will trim every tree in Harmony. We will also take care of the park areas as well as all of the common areas.

Mr. Evans stated I need to have that identified in the proposal.

Mr. Stansell stated I can re-word the proposal to indicate it will include every street tree in Harmony.

Mr. Evans stated we need to tighten up the scope so we understand what we are getting and what the timing is.

Mr. Stansell stated it does not have to be done in the winter but it is the opportune time.

Mr. Evans stated we recognize that we need to take some action to preserve the assets we have. I think you should get with Mr. Tome, Mr. Haskett or Mr. Golgowski to expand the scope, identify the trees, the timing, and detail the scope of what needs to be done. Some trees may need more attention than others. I want to know more than you will be out here trimming trees for ten days. It is a matter of detailing the proposal so we know what we are looking at. Then when we have to do this in a year, we will have a better understanding of what needs to be done.

Mr. Stansell stated we want to make an impression at the entrance and make sure it is looking great as people drive in. If there are any dead trees, they need to be removed.

Mr. Evans stated we also have a Landscape Agreement with REW to perform a certain scope related to the trees and a certain level of trimming, so we need to make sure there is no duplication of service. One can pick up where the other one leaves off.

Mr. Stansell stated we were out here several months ago and we saw uprooted trees and some that need to be replanted. Some trees were purchased that are not the best

specimens. We want to help you with all aspects. We know you are working with a landscaper. I do not know if they have a certified Arborist on their staff, but it is a good idea to get an Arborist involved in what is going on. Some of the investments you have already made have been diminished because of the lack of tree care. We want to alleviate this problem.

Mr. Peach stated we trim the trees once a year in my neighborhood at the request of the School Board because when the school buses come through with low trees, it causes a problem for the buses. In the process we have had better success in terms of storm damage because trimming them has helped. I think we need to do it from that standpoint. I had the same comment as Mr. Evans regarding the relationship with REW, to make sure we do not pay for things twice or do not do something we should not be doing.

Mr. Stansell stated most landscapers trim the tree to a certain height from the ground because they cannot get up on a ladder. That takes care of the lower branches hanging over the sidewalk, but you want to look at the entire tree. Some simple things that can be done to make sure the tree will last its lifespan. Many trees such as Live Oaks, can live 300 years, but when they are planted in areas that do not get the proper care, they live half that time. Other specimens, such as Laurel Oaks, live 35 to 50 years. You are making an investment in a tree that will last only 20 years and we want to keep this from happening. We want them to live a long, full life.

Mr. Evans stated I will ask for you to define your scope a little better.

Mr. Stansell stated I will make arrangements to get with Mr. Haskett and we will get a better definition for you.

Mr. Evans stated we are looking for you to define the scope and match the price in your proposal.

Mr. Stansell stated we will work with you. I would love to work in this community. It is a great community and I encourage you to contact our references.

Mr. Haskett stated at the last meeting, I was asked to get a quote for shade structures for the Swim Club. Shade Systems quoted a price of \$5,487. I indicated at the last meeting there would be a price range of \$4,800 each for two structures. We were able to reduce the cost since this is a 10 x 30 structure, cantilever type that will not disrupt the pavers on the deck but will go along the edge. The color will be hunter green with white supporting posts. It will cost an additional \$1,200 for permitting, inspections, footers and

assembly, based on past products we have used in Harmony. There is a delivery time of four to six weeks. I originally considered two 12-foot or 15-foot structures, which were \$4,800 each, but this is a larger structure at a lower cost. It will be placed on the other side of the fence outside this room, running north and south on the west side of the pool deck. That is where the majority of people try to catch some shade and it is away from the pool edge.

Mr. Peach asked how long is the warranty?

Mr. Haskett responded 10 years on the fabric and 20 years on the framework.

Mr. Golgowski asked are there other white structures? Will this match? I am thinking about cleaning.

Mr. Haskett responded there are other options for colors, but the trellis out there is white and I tried to mimic that color.

Ms. Snyder asked what is the material?

Mr. Haskett responded it is a fabric called Cool Net.

On MOTION by Mr. Peach, seconded by Mr. Golgowski, with all in favor, approval was given to purchase the shade structure in the amount of \$,5487, as described.
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Ms. Snyder stated I noticed the security cameras were up.

Mr. Haskett stated they have been installed and are operating well. There have been no issues so far. There is a broad range of the parking area and the building itself that are covered.

## **SEVENTH ORDER OF BUSINESS**

### **Monthly Boat Report**

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

Mr. Golgowski stated we budgeted this year to have the dockmaster on a full-time basis so we can provide service more regularly in the area. I think it is time to do this. There are various options for doing this.

Mr. Moyer stated there are two viable options. One is if the District hires the employee and then goes through the process of being responsible for this employee. The other option is for Severn Trent to provide for this under their management contract. I spoke with staff at Severn Trent and they are willing to do this. The employee would be subject to all of the ethics requirements Severn Trent has, which we would expect

anyway and we would have similar requirements, such as drug testing and everything they do for new hires. If the Board is comfortable with this, Severn Trent is amenable to bringing him on board. All we require from the Board is authorization to do this and amend the management contract to cover the costs.

Mr. Golgowski asked you would you be able to offer health insurance and other benefits?

Mr. Moyer responded yes, they have very good health insurance.

Mr. Evans asked are all the boats operational?

Mr. Golgowski responded we been having some control problems with the pontoon boats in particular. We have one emergency boat with a green gas-powered engine that has some issues right now and I am not sure if it is still under warranty. Mr. Belieff thinks it is 60 days out of warranty. They attributed the problem to being stored out in the elements which is hard on the components. I do not know if we can modify the canoe racks to get that boat under cover, but it might be something to look into. All the equipment sits out in the weather.

Ms. Snyder stated it seems like there are two to four times the number of people on Friday, Saturday and Sunday. Would the employee be required to work those days and part-time the other days?

Mr. Golgowski responded I would think so. He would be responsive to the demand. I think we want to set a schedule for him that we are comfortable with.

Mr. Evans asked what is our next step?

Mr. Moyer responded the Board would have to authorize me to proceed to have Mr. Belieff hired by Severn Trent and to amend the contract appropriately. We will bring the paperwork to you for ratification. We can start this process right away.

Mr. Evans asked on an annual basis, are our peak periods typically the summer months?

Mr. Golgowski responded yes. However, the cooler months are busy as well. We have more residents in the winter so there can be increased activity then. It seems like we have more fishing at the beginning and the end of the day during the summer months and more general boating activity in the winter months.

Mr. Evans asked will the full-time person be responsible to oversee the maintenance of the boats as well as overseeing the entire boating operation?

Mr. Golgowski responded yes.

Mr. O'Keefe asked since Mr. Belieff is already working, what happens to him? Does he stay part-time?

Mr. Golgowski responded I recommend bringing him on full-time.

Mr. O'Keefe stated instead of having another person come in, we will have two people and will designate Mr. Belieff as the full-time person.

Mr. Golgowski stated the budget allowed for a full-time person and an assistant on call.

Mr. O'Keefe stated if we upgraded Mr. Belieff to full-time, then we will be looking for someone part-time.

Mr. Golgowski stated it would not be even part-time. It is just on an as-needed basis to have someone who is available and trained.

Mr. O'Keefe asked would it be a problem with Severn Trent to add the part-time person?

Mr. Moyer responded no, but you might want to consider putting a notice in the community to see if there is anyone who would volunteer to do this. We can offer to pay them, but I think it makes sense to have someone from the community.

Mr. Peach stated it makes more sense for Severn Trent to employ the dockmaster. I would be very broad in the job description for this position. If we are going to have someone here full-time and he is the first person we will have, I want the maximum flexibility. Rather than defining dockmaster, you might want to make it broad enough so you can use him in other roles, especially in the quieter winter months. We talked before about having someone full-time, but we have never had that capability, so we should maximize the use of this individual.

Mr. Evans stated that is an excellent idea.

<p>On MOTION by Mr. O'Keefe, seconded by Mr. Peach, with all in favor the District Manager was authorized to proceed with Severn Trent hiring Thomas Belieff for the full-time dockmaster position and to amend the management services contract to include this position at cost.</p>
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**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Snyder stated last month I asked about the KUA invoice for \$3.50.

Ms. Burgess stated it is a monthly base fee for irrigation, so it is a fixed fee every month.

Ms. Snyder stated there was no usage. I want to be sure it is connected to something.

Mr. Haskett stated it is for one of the park areas and they may have shut off the irrigation during the heavy rains.

## **NINTH ORDER OF BUSINESS**

### **Audience Comments**

Ms. Kerul Kassel stated at the last meeting we talked about the high school swim team using the pool without an agreement. Do we need an agreement or do we need to pursue that?

Mr. Evans asked has anyone contacted the school regarding their use? The agreement in place is for the School Board for the use of the Swim Club.

Mr. Qualls responded it is with the School Board and the Harmony CDD, and it specifically mentions the two-week period for kindergartners and first graders. There may be a way to add an addendum for the high school.

Mr. Evans stated please check with their legal counsel and let them know the high school is currently utilizing the Swim Club for the swim team and we would like for them to amend the agreement to include this use. You already have liability issues addressed.

Ms. Kassel asked what can we do in terms of reciprocity of facilities? If we are letting them use our pool, we should have an agreement during non-school hours or during non-school activities to use the tennis courts or basketball courts or soccer fields. People have been locked out or told they cannot use the facilities at the school. I feel it is only fair. As residents, we are paying for use of the Harmony facilities as well as for school facilities, so I am wondering how reciprocity can be pursued.

Mr. Tome responded there is no formal agreement for use of the tennis courts, but an understanding.

Mr. Carl Fsadni stated we were told not to use them for insurance purposes. They do not want any liability issues if one of the residents gets hurt.

Mr. Evans asked who made that statement?

Mr. Fsadni responded one of the sheriffs who monitors the grounds.

Mr. Evans stated I will ask about that.

Ms. Kassel asked is the pool shade a permanent structure?

Mr. Haskett responded it is similar to the shade structure over the playground equipment at the new school. You see it at various governmental parks. It is fabric pulled over a skeleton system of metal.

Ms. Kassel stated I am not seeing a hurricane rating for this structure.

Mr. Haskett stated it exceeds all hurricane ratings. This system is easy to disassemble and take off the fabric within a matter of minutes. We have a policy in the community to take off the fabric with an impending hurricane.

Ms. Kassel asked are we required as a governmental entity to get multiple quotes for services?

Mr. Qualls responded if a certain threshold is exceeded, which varies depending on the type of service. For a contract for services such as tree pruning, it is a category four threshold, and the contract would have to exceed that dollar amount. If it does, then we have to go through a public procurement process. We are not close to that threshold.

Mr. Moyer stated we budgeted \$15,000 for tree trimming for this year so it will be well under the bidding threshold.

Ms. Kassel stated this is like putting a cart before the horse where this guy comes in to make a proposal, yet we do not know what we need. If we knew what we needed, then we could state what we need and then ask him for a proposal. It does take an experienced Arborist to know what we need, but would it be financially prudent to find out the scope of work that we need and then go out for quotes to get a comparative analysis? My request as a resident is to determine the scope and to get a number of other quotes so that we can feel we are hiring the best company. This guy may be the best, but without having some comparison, we do not know that.

Mr. Evans responded we asked him to expand and define his scope of services so we can evaluate it. I want to point out this section of the agenda is for audience comments and is not a bilateral debate. We appreciate your comments, but this is not a joint meeting. I will ask you to make your comments and we will operate within the framework we established, just like the City Council and the County Commission does. When we have audience comments, the purpose is for you to make comments, not to have a joint meeting. If you have comments, you may make your comments and we will take them under advisement. This is not for questions; it is for comments. We have taken the position to open the meeting for comments to have more dialogue, but it is not going

to be a 30-minute discussion. It is for audience comments. We will take your comments in three minutes. It is the Board's responsibility to address these issues. The purpose for having public meetings is for the public to see these meetings in the Sunshine, but it is not for group dialogue. It is not a bilateral meeting.

Ms. Kassel stated I did not hear anything regarding something in the minutes about a contact being given to the Sheriff's Office as to who will be notified if something goes wrong on CDD property. There will soon be residents on the CDD Board and it will be helpful for the residents to have some guidance in terms of the Sunshine law and what is and not allowed.

Mr. Evans stated there will be a full indoctrination for those who are elected once they are sworn in, and they will be provided a substantial amount of information regarding the Sunshine law and proper procedures for the Board and the District.

Mr. Fsadni asked was there any further mention about the deposit and how it was going to be handled for the boats? One method had a setup fee of \$4,000 and I mentioned PayPal was substantially less. I wondered if there was any follow up.

Ms. Burgess responded we did get the information for PayPal, but we have not had the opportunity to research everything and look at other companies to compare.

Mr. Fsadni asked is there any difference between having a full-time versus a part-time person working for the development? For part-time employees, do they get health care benefits?

Mr. Moyer responded part-time employees are not generally eligible for health benefits. Full-time people are entitled to benefits.

Mr. Fsadni stated we just heard the discussion on the boats and having more people using the boats on the weekend. If you have two or three part-time people working, you would have the coverage, but not the added expense of having benefits.

Mr. Moyer stated one thing lacking with part-time people is someone taking ownership of the program. I like the idea of having a full-time person who is responsible for the program. If you have three or four part-time people, someone needs to supervise them. We have wrestled with this for some time in this District with no on-site field management personnel for the District. I think Mr. Peach's comment is appropriate. We do not want to define the scope so narrowly it makes him merely the dockmaster. In my way of thinking, he will be the on-site field manager for the CDD and part of his

responsibilities is to be dockmaster. The scope will be broader than just boats. Regarding the contact person for the Sheriff's Department, we do not have anyone now but if we hire a full-time person, that would be part of his scope as well.

Mr. Evans stated that is a good point.

Ms. Snyder asked is the part-time person responsible for other things, too or would he work ten hours this week and three hours next week or have a defined schedule?

Mr. Moyer responded it depends on the person. If we can get a resident who wants to participate, we will define the scope to accomplish that purpose. It has worked very effectively in some of our other Districts where we pay a minimal amount of money to a resident who is engaged in the community and we get much more service for a small amount of money. We pay one gentleman in one of our communities only \$200 a month, and he is out there four to five hours a day. You want that type of ownership where people are engaged in the community. It is not about money but about their community. I think having a paid full-time person makes sense, too, because you can reasonably expect a certain level of service.

Mr. Fsadni asked who can I ask to get in contact with someone from Starwood to do a town hall? The Sunday newspaper slammed Harmony on the front page, and we got no retraction but merely a response from the editor somewhere on the back page of that section yesterday. There was a town meeting in Kissimmee with the development of Intercession and Desiree Branch. They mentioned that they do not want to make the same mistakes in terms of town development that Harmony made and this comment was made in the public forum. It would be nice to hear from them, and I want to know who can talk to the community since we have not seen them since they were introduced to us.

Ms. Kassel stated the community garden was discussed in the last meeting and it was to be followed up on. The CDD was to do some sort of follow up.

Mr. Evans stated we will review those.

#### **TENTH ORDER OF BUSINESS**

#### **Adjournment**

The meeting adjourned at 10:10 a.m.

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Gary L. Moyer, Secretary

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Robert D. Evans, Chairman