

**MINUTES OF MEETING  
HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, January 31, 2008 at 9:00 a.m. at the Harmony/Greensides; 7251 Five Oaks Drive; Harmony, Florida.

Present and constituting a quorum were:

Greg Golgowski  
James O'Keefe  
Kenneth Peach  
Nancy M. Snyder

Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Gary Moyer  
Tim Qualls  
Steve Boyd  
Vence Smith, Jr.  
Todd Haskett  
Kerul Kassel  
Richard Martz  
Numerous Residents

Severn Trent Services Consultant  
District Attorney  
District Engineer  
Harmony Development Co.  
Harmony Welcome Center  
Resident  
Resident

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Golgowski called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the November 29, 2007 Meeting**

Mr. Golgowski stated each Board member received a copy of the minutes of the November 29, 2007 meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. O'Keefe seconded by Mr. Peach with all in favor, the minutes of the November 29, 2007 meeting were approved.
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**THIRD ORDER OF BUSINESS**

**District Manager's Report – Update on the Website Transition**

Mr. Moyer stated we have been discussing our desire to transfer responsibility for the District website to Ms. Brenda Wright of my office due to concerns with regards to material such as the minutes, not appearing on the website in a timely manner. We have had difficulty contacting the current individual who is handling it since he has had some medical problems with his family. This is understandable and we are not being critical. The good news is we set up a meeting with him for next Monday, at which time transfer of this responsibility will take place. It appears we are nearing completion of this issue.

**FOURTH ORDER OF BUSINESS**

**Attorney's Report**

Mr. Qualls stated Mr. Kimmel inquired about the application of pesticides at the last meeting. I researched this issue and gave him the necessary statute information which requires signage in the person's yard. However, adjoining property owners do not have to be noticed unless they are on a special list. I believe he is more concerned as to whether or not they are treating for cinch bugs. Therefore, this should be brought up with whomever is applying the insecticides.

Mr. Gologowski stated I spoke to staff from REW, who maintain and apply the pesticides. Although they try not to use pesticides at all, they use a product called *Talstar* mixed with a fertilizer in order to treat cinch bugs, fire ants and a few other common pests. This is an over-the-counter product which does not require special licensing to apply, as they try to use the most effective but innocuous material on an infrequent basis. This information is available on the Material Safety Data Sheet (MSDS) and is available here if anyone is interested.

**FIFTH ORDER OF BUSINESS**

**Engineer's Report**

Mr. Boyd stated I wanted to follow up on a request the Board made during the November meeting for us to perform an inspection of all sidewalks and prepare some recommendations. Ms. Kassel reported at the last Board meeting an accident on one of the sidewalks. Mr. Smith, Ms. Kassel and I went to the site of the accident. We walked this area extensively, but we were unable to locate any cracks or problems with the sidewalk. As a result, the Board requested we perform an evaluation of all District sidewalks and prepare some recommendations for ongoing inspections and maintenance programs. I distributed the results of our inspection to the Board members prior to the meeting along with a draft Maintenance and Inspection Policy. In

summary, upon inspection of all District sidewalks, we noted any irregularities. The goal of the policy is to determine a uniform standard which can be applied to ongoing sidewalk maintenance. We categorized the different types of situations into Level 4, which is good; Level 3 which is fair; Level 2 which is poor; and Level 1 which is very poor. Level 1 involves problems with vertical or horizontal separation of three-fourths of an inch or more. Level 2 involves anything which has a horizontal or vertical separation of a half-inch to three-quarters of an inch. Levels 3 and 4 will be substantially less than the other two. Anything which is categorized as Level 1 should be initiated as soon as possible; and those locations should be flagged with colored paint in order for them to be visible to residents prior to the repairs. Anything categorized at Level 2 must be balanced with the District's budget, but we are suggesting those items be incorporated in the next year's operating and maintenance budget and repaired as soon as the budget is adopted. These areas should also be flagged with paint. Anything categorized at Level 3 or 4 are areas which we indicated not to be considered safety hazards in the Inspection Report and require no action. However, when the next inspection occurs, worsening of the situation will be noted; those areas will move to Level 1 or 2; and action will be taken. The standard we are proposing is consistent with those adopted by other cities around the country. It appears three-quarters of an inch is a normal level requiring maintenance. I will be glad to answer any questions and incorporate any comments the Board may have before the final policy is adopted.

Mr. Moyer stated we went through the same process in Celebration and in some cases, they need to be totally replaced, but in most cases we simply grinded down the variation. Is this an acceptable solution?

Mr. Boyd responded the last two pages of our policy provides for six different methods of repair. The first one involves filling the crack with grout; the second one is ramping which consists of grinding or installing a supplemental pavement in order to provide a slight lengthening effect; concrete planning as you just referenced; an overlay of asphalt which provides an attractive and functional solution; and lastly, the actual replacement of the sidewalk in those locations.

Mr. Peach asked has your firm done entire inspections of the sidewalks at this point?

Mr. Boyd responded that is correct.

Mr. Peach asked have you found areas with separations of three-quarter of an inch or more?

Mr. Boyd responded there is a table in the inspection report for the District which prioritizes what we found and there are some which are at Level 1. However, we have not quantified those or prepared a process as yet.

Mr. Smith stated the Board members received a copy of Mr. Boyd's report. I believe he should ensure Mr. Qualls also receives a copy.

Mr. Qualls stated I was given a copy. Since the Board was notified of those existing areas, I recommend taking immediate action to ensure those troubled areas are addressed from a legal perspective.

Mr. Moyer asked are you referring to the Level 1 areas?

Mr. Qualls responded that is correct.

Mr. Golgowski stated I noticed some of these are indicated as marked. Have they been inspected?

Mr. Boyd responded we have inspected those.

Mr. Golgowski asked are those areas all considered to be Priority 1?

Mr. Boyd responded they are all Priority 1 and possibly Priority 2. However, the areas labeled as Priority 1 are the only ones recommended for immediate action.

Mr. O'Keefe stated as a precaution, I believe the areas under Priority 1 be taken care of immediately. However, we also have areas under Priority 2 which are close to becoming Priority 1. Is Level 2 close to Level 1?

Mr. Boyd responded Level 2 consists of areas less than three-quarters of an inch which we believe requires some action, but we are proposing these areas be delayed until the funds are placed for availability in next year's budget.

Mr. O'Keefe stated perhaps we should take care of Priorities 1 and 2 at this particular time in order to avoid coming back again in two or three months when the Level 2 areas may be considered Level 1 and Levels 3 and 4 advance. In this way, we are doing preventive maintenance. Perhaps we can handle the areas at Levels 3 and 4 for next year's budget.

Mr. Smith stated I believe we should commission the District Engineer since his initial task was to identify these cracks. Perhaps he should come back at the next meeting and give you an idea as to how much money is going to be spent to take care of the areas within Levels 1 and

2 in order to determine whether or not it may necessitate waiting for budget time to do something. Although we do not want to overlook anything, I believe Mr. Boyd needs to get some definitive prices and allow you to look at those areas prior to repairing them.

Mr. O’Keefe stated this is true.

Mr. Qualls stated since the measures you have taken to designate and flag these areas will still be visible, I believe you should be on notice until the next meeting.

Mr. Peach asked from a legal standpoint, have we marked these areas sufficiently for us to explore the cost?

Mr. Qualls responded although I do not create policies, I believe this is a wise decision, and by marking it I assume it was noticeable and you certainly authorized the correct measures to be taken in order to prevent further problems. Although you can never be certain, I believe this is a good precaution.

Mr. Moyer stated you may want to contact Mr. Brian Smith in my office since he may be a good resource to obtain some of this pricing. He knows of firms which do this and his staff may also be a good resource.

Mr. Golgowski asked do you believe we should address the Level 1 areas immediately or is the marking adequate until we can investigate this further and determine the budget for it?

Mr. Qualls responded my advice is always to take immediate action. I believe you have taken immediate action by marking these and telling people not to walk on the sidewalks. Although the areas have not been repaired, this is a good first step.

Mr. Golgowski I would like input from the remaining Board members.

Mr. O’Keefe stated I believe Mr. Smith brought up a good point. We do not know what we are facing with regards to the budget we passed; and I believe we should hold off on the repairs for Levels 1 and 2 until we get a definitive price since this work may or may not be expensive.

<p>Mr. O’Keefe moved to postpone repair or replacement of District sidewalks which are categorized at Level 1 and Level 2 pending Mr. Boyd’s determination of pricing for each repair to be presented at the next meeting; and Ms. Snyder seconded the motion.</p>
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Mr. Peach asked are there more effective ways to mark these areas such as with safety tape?

Mr. Boyd responded they are currently marked with sidewalk paint, but there are no flags above ground.

Ms. Snyder asked are the areas marked with fluorescent paint in order for the areas to be visible at night?

Mr. Boyd responded they are marked with yellow paint, which is visible.

*A Resident stated I do not believe most residents know the purpose of the markings.*

*A Resident stated perhaps a notice should be mailed to all residents in order to protect everyone.*

Mr. Moyer stated we will add this information to the website once it is up and running.

*The Resident stated including this information on the website will cover the legal ramifications.*

Mr. Golgowski stated I understand Mr. O'Keefe's motion is to defer action to next month in order for us to assess this policy and costs involved. Is it also to notify the community through Harmony Notes, e-mails and other appropriate means to advise people of the sidewalk markings and what they mean?

Mr. O'Keefe responded that is correct.

Mr. Golgowski asked are you in concurrence?

Ms. Snyder responded I agree.

Mr. Qualls stated perhaps the motion should state the Board is taking immediate action to deduce the costs involved in repairing these sidewalks by directing the engineer to come back with price proposals and also taking immediate action by further notifying the public. You are taking direct action and you are not deferring anything.

There being no further discussion,

<p>On VOICE vote with all in favor, the prior motion was amended to authorize Mr. Boyd to determine the costs involved with repair or replacement of District sidewalks categorized at Level 1 and Level 2 and present them for approval at the next meeting; and the Board was authorized to inform all community members through appropriate means of communication of the sidewalk repairs and an explanation of the pavement markings.</p>
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Mr. Boyd stated I will coordinate this with Mr. Qualls and we will incorporate any comments you may have over the next 30 days in order for the Board to be in a position to adopt a formal policy.

Mr. Moyer stated we will include this item on the agenda next month for discussion, and you may adopt the policy if you are comfortable or you can delay adoption to the following meeting.

**SIXTH ORDER OF BUSINESS**

**Developer's Report – Consideration of Amendment to the Agreement with Aquatic Systems, Inc. for Stormwater Pond Treatment**

Mr. Smith stated we have a couple of items which need to be addressed today, both of which have to do with services rendered by CDD vendors. The first one is with Aquatic Systems, Inc. which relates to the ongoing spraying of our stormwater ponds throughout the District. There are new stormwater ponds which are to be included within this contract. The ponds which are referenced in this document were considered during the 2007/2008 budget process. The ponds have now been completed and are reaching the point at which we will have to maintain the pond banks, the grass cutting as well as the stormwater within the pond itself. This proposal adds those ponds at \$228 per month as considered during the budget process.

Mr. Gologowski asked are you referring to today's handout in which the dollar amount was modified from the original package?

Mr. Smith responded that is correct. We will address this as an individual item; after which I will address the second item as an *off the agenda item*.

Mr. Gologowski asked is the one which was distributed today considered to be the corrected agreement?

Mr. Smith responded that is correct.

Ms. Snyder stated the amount of \$228 appears to cost less than the previous agreement.

Mr. Smith stated that is correct.

There being no further discussion,

<p>On MOTION by Ms. Snyder seconded by Mr. Peach with all in favor, the amendment to the Aquatic Services Agreement with Aquatic Systems, Inc. in the amount of \$228 per month was approved.</p>
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Mr. Smith stated the second item relates to the handout which was distributed to you this morning by Mr. Haskett. The pet waste stations have become a critical item with the degree of animals in the parks throughout the District. There are some which need to be replaced and the lead time required to order them is lengthy. We try not to bring you many *off the agenda items*, but Mr. Haskett believes we need to order these items in order to be able to make the appropriate replacements as soon as possible. Replacement of these items were addressed in your budgeting process approximately six months ago, and we determined approximately 4½ to five years ago these would need to be changed out. This will be an ongoing process as long as we have parks and animals for which we must pick up waste for. We are asking you for approval today to place the order; after which we will bring the invoice for processing.

Mr. Golgowski asked is a motion required?

Mr. Smith responded that is correct.

Mr. Peach asked is there a way to extend the life of the stations which are rusting out?

Mr. Haskett responded we recognized the original manufacturer was not performing well approximately two years ago. The metal bins and lids were rusting through even though they were powder-coated. JJB Solutions provide aluminum lids, components and hinges. We switched to them as a standard throughout the community.

Mr. Peach asked is this ongoing change going to involve upgrading of all stations?

Mr. Smith responded all stations will be made of aluminum sooner rather than later.

On MOTION by Mr. Peach seconded by Mr. O’Keefe with all in favor, the proposal from JJB Solutions Inc. in the amount of \$2,094 for replacement of the rusted pet waste stations throughout the District parks was approved.

**SEVENTH ORDER OF BUSINESS      Discussion of the Monthly Boat Report**

Mr. Golgowski stated the report indicates the boats and passengers which we experienced during the last three to four weeks leading up to this meeting. Two boats are presently out of service. The 20’ Pontoon and the 16’ Pontoon Boats were damaged during operation by operators not using the boats consistent with the instructions they were given when they were taken out, as reported by the Dock Master. There is damage to the control panels as well as the wiring system on both boats. One was piloted by children without an adult on board, although the adult was in the vicinity operating another boat. The wiring was pulled out and one battery

case was cracked as a result of the children standing on the stern of the boat on top of the case. As I understand, the second one was taken out from the dock when it was not seaworthy. The Dock Master was not able to be present at the launching, but instructed the operator not to take the boat out if the panel's operating screen was blank, which indicates insufficient battery service. Nonetheless, the operator took it out on the lake; at which time the boat stopped. As they tried to troubleshoot it over the telephone by checking the wiring, the operator pulled the wiring out and damaged the control panels. Both vessels are currently in the shop being repaired and we do not have an invoice as a result of either of these yet. The Dock Master is asking for guidance from the Board as to whether or not the operators should pay for the damage.

Ms. Snyder stated I believe they should pay. I understand Mr. Belieff cannot be there on a daily basis, but perhaps someone can substitute in order to ensure these boats are being run by adults only. This situation is affecting all of the other residents who are not able to take the boats out, as well as the budget.

*Mr. Martz stated I have rented plenty of cars and I have never turned over any type of machinery with substantial power value to anyone without some kind of a walk-around or someone present. Mr. Belieff is only one person and I am certain he had some responsibility with regards to the second pontoon. I am certain he had to unlock it and he could have looked at the screen to know whether or not it was functioning properly. However, the person who had their children operating it or anyone running these boats aground over one of these areas should assume they are paying for the damage.*

Mr. Peach stated I see two different issues. We need to determine whether or not we have a policy pertaining to children operating a boat, which I believe we had at some point in time. This situation opens us up to liability issues, and there appears to be a breach of the law or protocol. With regards to the second situation, we need to determine the overall regulations for use of the boat.

*Mr. Martz stated residents operating a boat must sign an agreement which states they agree to the policies and procedures designated by the community of Harmony for use of the boat. Therefore, I am certain this is covered and no children are allowed to operate them; and you must take a safety course in the State of Florida over a certain age. I rent both cars and boats; in which case, you must sign a waiver and you are liable for any damage.*

Mr. Peach stated I wanted to clarify there was something in place for us to refer to and act accordingly in this particular case. If they signed off and indicated there will be no children, I believe they are fully responsible. We must ensure we do not come across these situations again. If the policies are complete and available, it is a matter of ensuring the users are cooperating with those regulations.

Mr. Golgowski stated there is an agreement which is signed by each individual who becomes entitled to take a boat out upon following one-on-one or group instruction by the Dock Master. According to the rules of the lake for operation of the boat as well as the overall activity, the two individuals who took those boats out went through this orientation and signed the agreement prior to taking the boats out, and I believe this is the reason Mr. Belieff was comfortable with allowing them to take the boats without him seeing them off. However, the agreement indicates as follows: *I will not allow operation of the boat by any other person other than myself. If the boat exhibits any signs of malfunction, I will agree to return it to the dock immediately to be repaired or replaced. I further agree to pay for any damages that are sustained by the boat and any equipment losses while they are in my possession and I understand my Lake Use Privileges, including, without limitation, the use of the boat and equipment can be suspended or terminated upon breach of any term or condition of this agreement.* I will give a copy to Mr. Qualls for his information.

Mr. Smith stated I want to remind the Board Mr. Belieff is the only employee and is working on a part-time basis. I believe the Board has never seen fit to go beyond a part-time status and there are only certain hours for which he is able to accommodate. We had a back-up person. Does the gentleman still work here?

Mr. Golgowski responded he does work here, but he has had health issues which have taken him out of service.

Mr. Smith stated I believe the Dock Master position will have to be looked at differently as more people move in and recreational activities increase. I believe Mr. Belieff does a good job under these circumstances. I suggest any correspondence coming from the Board should be on the District Attorney's letterhead. Since the inception of the boats, no one has requested anyone to pay for damages. Do you know what the cost is going to be?

Mr. Golgowski responded I am not certain.

Mr. O'Keefe asked how can we enforce this?

Mr. Qualls responded you need a full-time Dock Master.

*Mr. Martz stated perhaps you can prohibit them from using the boats until they pay it back and if they are a homeowner, put a lien against their home for the value of the boat.*

Mr. O'Keefe stated we do not have a policy to enforce this.

Mr. Golgowski stated the agreement clearly speaks to the laws of boating privileges.

Mr. Peach stated since we have not been billed at this time, we may want to wait before taking further action. However, under the agreement they signed, there is a clear indication they are responsible for repairs. Therefore, once the charges are here, we can send a letter indicating what was agreed upon along with the charges. If there is a delay or refusal to pay, we can deal with it.

Mr. Smith asked are you certain there is a document from both parties?

Mr. Golgowski responded I have not seen it, but I was told it exists.

Ms. Snyder stated I also believe the rules are lax. One of the first times I took a boat out, we cleaned everything; we organized the lines to be in circles; we folded everything; and they were astounded by this.

*Mr. Martz stated the situation with regards to those children on the boat clearly could have been a disaster.*

Mr. O'Keefe moved to authorize the District Attorney to send a letter to the operators of the 20' Pontoon Boat and the 16' Pontoon Boat indicating they violated the rules of their agreements; include the cost of the damages; demand payment.

Ms. Snyder stated I believe the entire community should be alerted the rules are going be stricter; make them aware of what has happened; and the fact that people will be responsible for damage.

Mr. Peach seconded the prior motion.

There being no further discussion,

On VOICE vote with all in favor, the District Attorney was authorized to send a letter to the operator of the 20' Pontoon Boat and the operator of the 16' Pontoon Boat indicating they violated the rules of their agreements; include the total cost for damages; and demand payment.

**EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests – Consideration of Authorization to Plant Seedlings in Selected Stormwater Pond Banks in Support of a Wild Turkey Habitat**

Mr. Gologowski stated this is a proposal in cooperation with the National Wild Turkey Federation, in which they are willing to provide us with 200 Oak and Persimmon Trees in the interest of encouraging the wild turkey habitat by using the back areas of the two stormwater ponds which are under the District's control. There is also a colored photograph of the planting locations which were circulated today. The desire is to simply recognize we have turkeys wandering around Harmony; we desire to allow this to continue; and provide support with habitat improvements through this program by accepting these trees and plant them in the ground.

Mr. Peach asked will this cause any interference with access and maintenance of the ponds since there was an issue with a tree which was planted in the wrong place?

Mr. Smith responded I believe the Conservation Department through Mr. Gologowski has done a good job of putting those in areas which have not been an obstacle to future maintenance over the last several years with other plantings.

Mr. Peach stated there have been issues with unwanted birds in other communities. I want to ensure residents are comfortable with encouraging this.

Mr. Gologowski stated a poll was not conducted, but there are disadvantages with turkeys. They can drop things behind them; scratch in the grass and tear up the grass. Since the location is adjacent to the golf course, we hope it will be more of a golf course issue as opposed to a residential issue. However, if this is perceived as being part of Harmony's philosophy to encourage wildlife within the developed areas, the turkey may become somewhat of a signature bird for the community by their presence. Therefore, I believe they will be received positively by everyone.

Mr. Peach asked who will plant the trees?

Mr. Golgowski responded this will be done by a volunteer group who has done other plantings in the community supported by conservation staff. There will be no costs incurred by the District.

On MOTION by Mr. O’Keefe seconded by Ms. Snyder with all in favor, the request from the National Wild Turkey Federation to plant 200 Oak and Persimmon Trees in selected District Stormwater Pond Banks in support of encouraging a Wild Turkey habitat within the District was approved.

**NINTH ORDER OF BUSINESS**

**Audience Comments**

*Mr. Martz stated we walk around the neighborhood frequently and on occasion, we notice broken sprinkler heads and I am wondering if this has anything to do with the sidewalk issue.*

Mr. Boyd stated the problem with the broken irrigation head is part of an ongoing program to catch those and is part of the irrigation infrastructure. This problem can absolutely contribute to the sidewalk issue and may in fact, exacerbate the problem.

*Mr. Martz asked is there a way to make someone aware of this irrigation issue?*

Mr. O’Keefe responded I am looking at one of the invoices in which REW Landscape is stating they inspected the area and this serves as their invoice for irrigation repairs.

*Mr. Martz stated I am not referring to Harmony’s landscape representative, but a homeowner who does not attend to their property on a frequent basis. Is there a way to alert someone who can alert the owner to correct a problem?*

Mr. Smith responded with regards to anything relating to the CDD, REW Landscaping has a full-time irrigation person on site on a daily basis. As you read through the invoices over the last couple of months, we have gotten miles of irrigation already in place. Therefore, breaks are a possibility on a daily basis and they are in the process of repairing them. The District has nothing to do with absentee homeowners.

Mr. Qualls stated this is the incorrect venue for such a discussion.

Mr. Smith stated we try to help whenever we can, whether it be the development company or the CDD. However, we have no control over the individual lots once the owner has taken title to the property. There are many instances in which it is internal to the neighborhoods as opposed to the District property itself. Therefore, we have two separate issues here. The

Board needs to be made aware when REW's technical staff was not here on a daily basis, we had to call them every time a head was broken and the travel time back and forth was costing a great deal of money. You can see from the numerous bills, there are many sprinkler heads out here with regards to the landscape and irrigation which has been installed over the last five years.

*Mr. Martz stated the problem may have originated from a private landowner's property. If the problem is resulting in damage to District facilities, is there a provision for someone to take corrective action on an emergency basis?*

Mr. Smith responded I believe we receive calls into the Welcome Center and Mr. Haskett receives them in the Welcome Office, and we try to address them as to whether it is an individual or District problem, but the calls are fielded through the development office or the Welcome Center itself. I do not believe the District receives calls regarding broken irrigation heads, but I may be wrong.

Ms. Kassel asked should individuals call the Welcome Center?

Mr. Smith responded we do not want to get involved with individual problems. We want to try to solve these problems, but there are no full-time District employees. Since it is not standard procedure to ask a District employee to handle those issues, we intervene as the developer to get the word to the appropriate party, which entails one more issue in which the developer has interceded in an area which is really not his business. Again, we are going to continue doing this. However, as the District continues to grow, these are the kinds of issues which you are going to have to think about at budget time. Do you really need someone to look after issues of this nature? Do you really need a full-time person to perform Dock Master duties? We have been trying to maintain a reasonable budget between the number of people here with the amount of money coming in.

Mr. Peach stated as I walk at 6:00 a.m. in my neighborhood I alert people when I see their system on and it is shooting up in the air. Most individuals are aware of who is living next door to them, even if it is an absentee owner; and this information will be available through your HOA. I believe residents should make a point of letting their neighbors know they have a problem.

Mr. Martz stated this does appear to be an HOA issue. This should also be brought to the attention of the CDD and certainly the developer because I am certain they want to continue to sell homes. Along the same line and at the danger of perhaps crossing into the HOA area, I have

noticed the curbs take a lot of beating from people parking on the streets especially around storm drains with no breakage. Perhaps the engineer can back me up on this, but there are a couple of cracks where the curb overhangs the drain because we get a lot of folks who choose to park their cars on the street. Not only does this create a hazard for children, which is an HOA issue, but I think this might eventually work its way into a problem with the actual infrastructure in the neighborhood because if you put a 2,500 lb. or 3,200 lb. truck up on 5" of cement overhang I imagine it is enough strain to break that and cause damage. I know they are county streets and we are not suppose to have much overview of them as a District but what can we do if anything to discourage folks from unwittingly, of course, breaking down that infrastructure by having cars parked there?

Mr. Smith responded the area was designed for street parking and the curbs should not be affected. I think these are normal wear and tear type items. As far as every day parking of resident's cars, this should not be causing these types of problems. We can take a look at these particular areas.

A resident stated I recently read in the newspaper Osceola County is now going out and checking on people who have sprinklers on in violation of the law. I am assuming responsibility would go to Osceola County because of the fact we have a water shortage and are restricted to so many days of watering. If something like this is occurring it would be under their review rather than ours. We can suggest the residents call Osceola County if they see a violation.

Mr. Golgowski stated that is a good observation. We are heading more and more to two days of water restrictions and both the county and the Tahoe Water Authority are giving a critical eye to wasting water.

A resident asked is there going to be a hotel in the neighborhood?

Mr. Golgowski responded I do not think the District is building a hotel.

The resident asked are any other commercial areas going to be developed soon?

Mr. Smith responded you can stop by the development office when you get a minute. We will try to bring you up to date on what is going on within the development itself, but again I do not think the District is engaged in a lot of development right now.

The resident stated I understand.

Mr. Golgowski asked is there anything else? There being none I will move on to item ten.

**TENTH ORDER OF BUSINESS**

**Approval of the December 2007 Financial Statements, Requisitions, Invoice Approval #92 and #93, Invoices and Check Run Summary**

Mr. Moyer stated as a brief summary of those financial statements, we have received on the operating account about half of our special assessments which were on the tax roll. We received what we anticipated to date from the special assessments that are billed directly by the District, of about \$514,000 which the District has accumulated since our fiscal year began on October 1. Our expenses are near budget at this point such that we have a positive variance of \$23,487 and a fund balance of \$424,000 so we are in pretty good shape.

Mr. Golgowski stated very good, thank you.

Mr. Moyer stated all of the processed invoices are in your agenda package.

Mr. Golgowski asked including the December invoices when we did not meet?

Mr. Moyer responded yes sir.

Mr. Peach stated regarding the invoices from December, all the invoices got paid and they are simply for ratification this month due to the cancellation of the December meeting. Then you have the January invoices, some have been paid and need ratification.

On MOTION by Mr. O’Keefe seconded by Mr. Peach with all in favor, the Financial Statements; Requisitions; Invoice Approval #92; Invoices; and Check Run Summary were ratified.

On MOTION by Mr. Peach seconded by Ms. Snyder with all in favor, Approval #93; Invoices; were ratified.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. O’Keefe seconded by Mr. Peach with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Gary Moyer  
Secretary

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Greg Golgowski  
Vice Chairman