

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, August 28, 2008, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Greg Golgowski	Vice Chairman
Ken Peach	Supervisor
Nancy Snyder (by phone)	Supervisor

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp
Steve Boyd	Engineer: Miller, Einhouse, Rymer & Boyd
Todd Haskett	Harmony Development Corporation
Brock Nicholas	Harmony Development Corporation
John McKay	Osceola County School Board
Susan McKay	Osceola County School District
Shad Tome	Harmony Development Corporation
Brenda Wright	Moyer Management Group
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 6:00 p.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 July 31, 2008, Regular Meeting

Mr. Evans reviewed the minutes of the July 31, 2008, regular meeting and asked for any additions, correction, or deletions.

On MOTION by Mr. Golgowski, seconded by Mr. Peach, with all in favor, approval was given to the minutes of the July 31, 2008 regular meeting.

THIRD ORDER OF BUSINESS

Public Hearing for the Adoption of the Fiscal Year 2009 Budget

A. Fiscal Year 2009 Budget

Mr. Moyer stated District management authored a budget in May. Pursuant to Chapter 190, Florida Statutes, we are required to provide that budget to the County for

their review and input, and we complied with that requirement, which is 60 days before the Board formally adopts the budget. In the intervening period at the June and July meetings, we discussed the budget. It is comprised of two separate funds, one being the general fund which covers the operation and maintenance costs of the District, and there is also a debt service fund that pays the principal and interest on the outstanding bonds that were issued to construct the infrastructure that the operations and maintenance expenses maintain. The bottom line is that we held non-ad valorem assessments level and decreased it just under 1% from what we levied last year. There will be no increase in the District's assessment for this coming fiscal year that starts October 1, 2008, and will end September 30, 2009.

Mr. Evans stated we have been increasing certain line items and we are including narratives of those line items. There were some landscaping items that were consolidated, such as D2 and E ponds, and all that was incorporated into the landscape pond areas for maintenance of those pond banks. We have had at least two meetings and one workshop to discuss this budget. Some items increased, some we were able to maintain a level of consistency, and some we were able to decrease. At the end of the day, the assessments dropped by .84%. I will now open the public hearing.

Ms. Kerul Kassel stated help me understand on the 2001 debt service fund; there is an unfavorable variance in special assessments off roll.

Mr. Moyer stated the off-roll amount is direct billed by the District to the developer for unplatted properties. The negative variance is a timing issue. We do not ask for that funding until a period of time before we need to make the principal and interest payments, so it is driven by May 1 and November 1 payment dates. We send a bill 45 days prior to the payment date. The developer will be receiving that bill shortly, we will receive that funding, and that will be a zero variance at the end of the fiscal year.

Ms. Kassel stated there is also an on-roll deficit.

Mr. Moyer stated those represent certificates that are still outstanding that have not been paid by the owners of the lots and have gone through tax certificate process. The County went through the tax certificate sales twice. Because they did not have all the certificates sold in May, they did that again in early August. We should receive whatever remittance we will get from the tax collector this month or early next month.

Ms. Kassel asked the off roll is divided into two amounts?

Mr. Moyer responded no, it is not divided in two. May 1 is when we pay principal and interest and November 1 we only pay interest.

Mr. Mark LeMenager stated I have reviewed the operating budget in great detail and I am convinced we can easily take out \$200,000. Every time we had a revision, it is an extra \$5,000 or \$10,000. I think there is a lot of extra in this budget. However, at this time, the developer is still paying 70% of this budget. The builders fund another 5% so the residents are paying perhaps 25%. That means we could on average save maybe \$200, but then the developer would save \$150,000. If the developer wishes to continue to contribute at that level, I think it makes sense and we should say thank you to the developer for continuing to build our reserves. I will still point out that I disagree with your accounting of the first quarter reserves. I am interested to know what GAAP principle you used to justify the fact that you finished the year with \$381,000, you have a budget that breaks even, but you say the ending fund balance will be \$163,000. Reserves are not expenses unless you plan on putting them in another account. I am not sure that would hold up to a rigorous GAAP audit.

Mr. Moyer stated we have very rigorous GAAP audits by an independent auditing firm. There are several ways to show reserves for operating purposes, and I agree with you. We will raise that issue with the auditor and if there is a better way to show it, we will do something different next year. We have traditionally used this approach. Fund balance is a balance sheet item and not an income statement item. But by the same token, at the end of the year, if there are surpluses or deficits, that funding comes from the balance sheet called fund balance. We are crossing balance sheet items with income statement items in the budget. The budget is a management tool for the Board. It is not an accounting tool. It is important for the Board to understand how much money they have available and where we are going to use those monies. To the degree they are not needed for first quarter operating costs or for the self insurance fund, those monies are available. It is about \$160,000 that is truly fund balance that is not committed to anything. The Board can use some of that to credit against assessments. They can use it for future reserves. Your point about the developer funding a major portion of the budget and building up the reserves over a period of time, generally that happens in a lot of CDDs. For a District of this size, we need to build up some of those reserves. Thank you for your comments.

Mr. George Schiro stated I noticed the largest item is for landscape pond areas. What exactly does that mean and how are those monies expended?

Mr. Evans responded that is for cutting the grass along the lake banks on the CDD ponds.

Mr. Schiro asked does that include ponds on the golf course?

Mr. Evans responded no. That is private property.

Mr. Schiro asked what about water maintenance?

Mr. Evans responded they spray those lakes periodically for weed control.

Mr. Schiro asked does the golf course spray all the golf course ponds?

Mr. Evans responded the golf course is private property and has nothing to do with the District. Whatever level of maintenance the golf course does around the ponds is done by the golf course.

Mr. Schiro asked 100% of the ponds on the golf course are maintained by the golf course?

Mr. Evans responded yes as far as cutting the grass, but not for spraying. Those ponds drain into the District ponds and we have easements associated with those ponds. All the maintenance around the ponds, including mowing the grass, is done by the golf course.

Mr. Schiro asked how many ponds are there within the CDD?

Mr. Golgowski responded there are 33 in the CDD.

Mr. Schiro asked is there a map of these ponds?

Mr. Golgowski responded yes, there is, but I do not have it with me.

Mr. Boyd stated I have a map of the District that shows all the ponds except the ones on the golf course. Mr. Boyd indicated a number of ponds on the CDD map provided on an easel at the meeting. The ponds drain into the District's infrastructure. The golf course ponds also receive run off. This map shows 12 ponds, not including the golf course ponds.

Mr. Schiro stated we were just told there are 33 ponds. Where are the others?

Mr. Golgowski responded that is all together within the District. The District sprays 33 ponds but we do not do lake bank maintenance for all the ponds. The golf course does their own.

Mr. Schiro asked who sprays the golf course ponds?

Mr. Golgowski responded the CDD.

Mr. Evans stated the District drains into those ponds and has easements to utilize that stormwater drainage system.

Mr. Schiro stated that is bogus since I live on a pond that is not being maintained. It is not being sprayed properly. It is totally full of algae. The largest item on this budget is for pond maintenance and the pond where I live appears not to be maintained. Yet you are saying the CDD maintains all the golf course ponds as far as spraying is concerned?

Mr. Evans responded yes, as far as spraying is concerned. The CDD receives benefit from those ponds that are owned by the golf course by allowing the District's property to drain into those.

Mr. Schiro stated everyone knows the purpose for those ponds is to beautify the golf course.

Mr. Boyd stated no, those ponds are there for stormwater management. The reason your property did not flood during this last storm event was because of this golf course pond. They are there to handle water. They are not there for aesthetics.

Mr. Schiro asked you are saying that because of these golf course ponds, Tropical Storm Fay did not flood us?

Mr. Boyd responded that is absolutely correct.

Mr. Schiro stated I do not believe it.

Mr. Evans stated you are also not a civil engineer.

Mr. Schiro stated you are correct; I am not, but I still do not believe it. You are saying that the spraying for all the ponds in Harmony, the vast majority of which are on the golf course, are being paid for by my CDD assessments?

Mr. Evans responded that is correct.

Mr. Schiro asked in other words, I am paying to beautify the golf course ponds?

Mr. Moyer responded no, that is not correct.

Mr. Schiro asked why is spraying necessary on the golf course ponds for water retention purposes?

Mr. Moyer responded it is not always water retention. Water flows between those ponds and you cannot let them get inundated with aquatics because that will slow down the flow of water in and out of those ponds, and that adversely affects the way the system works.

Mr. Schiro stated the pond in Birchwood is covered with algae. It has more algae than any other pond that I have seen in Harmony. Why is that pond not being maintained at the same level as the golf course ponds?

Mr. Golgowski responded your pond probably gets more attention than any pond in town. It is not algae; it is a submerged plant that is very hard to remove.

Mr. Schiro stated it might be hard to remove, but we have \$100,000. That is not enough to remove that plant from the Birchwood pond.

Mr. Golgowski stated they continue to try. It takes expensive chemicals to get to those submerged plants. It is never going to be 100% effective.

Mr. Schiro asked what is the status of the fish that were put into the pond? Are they still alive?

Mr. Golgowski responded I cannot tell you for sure. I presume they are still out there.

Mr. Rich Marks stated I share that same pond and there are many fish.

Mr. Schiro stated fish were put in that pond specifically to clean it up.

Mr. Mark stated I know who does clean that pond, and that is me. I also know who does not clean that pond, and that is you.

Mr. Schiro stated I have cleaned up that pond plenty of times. It is nice to see this meeting is at 6:00 p.m. for the first time ever. Is this the beginning of a trend or a one-time thing?

Mr. Evans stated it is once a year for the budget. We have a lot of staff and professionals who have to attend these meetings. Everyone, including you, has been going over this budget, line item by line item, critiquing it. If we want all these professionals to attend our meeting, we need to pay their overtime to be here.

Mr. Schiro asked what do these other CDDs do that meet after 6:00 p.m.? Do they all pay overtime?

Mr. Evans stated I do not know; ask them. This is the decision we made on when to meet.

Mr. Schiro asked even though plenty of other CDDs hold their meetings after 6:00 p.m., is it too much to ask for the Harmony CDD?

Mr. Evans responded this is not going to be a debate tonight. This CDD is so well structured, it is almost on auto pilot for a lot of the issues. The vast majority of the improvements are already done. This budget is based on a line-item-by-line-item basis. It

is second to none for any CDD in the State. Even the utilities are counted on a meter-by-meter basis. The vast majority of items in these budgets are predicated on the accounts that have occurred over the previous year. Many of these accounts are locked in contracts. All the street lights are locked-in amortization contracts. To make statements like that, I do not see the basis for it. Most of these meetings during the day last less than 30 minutes. That is how much business that is conducted during the day during CDD meetings. It is about 15 to 20 minutes. We post all the minutes online and we have gone to great lengths to provide this information.

Mr. Schiro asked Mr. Evans, do you not personally collect \$200 per CDD meeting for 15 minutes of business?

Mr. LeMenager responded this is a budget discussion. Wait until audience comments and you can talk all you want.

Mr. Evans stated this is a budget hearing. Every Supervisor, whether it is this District or most other Districts that I have chaired, receives \$200 per meeting that they attend. For that 15 minutes, I spend at least eight to ten hours a week of my own personal time, reviewing these documents, interfacing with the engineer, interfacing with the manager and interfacing with counsel, which you never see. You could not afford to pay me for the amount of time I spend on this Board. Hearing no further comments, I will close the public hearing.

B. Consideration of Resolution 2008-5 Adopting the Budget

Mr. Moyer read Resolution 2008-5 into the record by title.

Mr. Moyer stated we will fill in the blanks with the numbers that are in the adopted budget.

On MOTION by Mr. Peach, seconded by Mr. Gologowski, with all in favor, approval was given to Resolution 2008-5 adopting the budget for fiscal year 2009.
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C. Consideration of Resolution 2008-6 Levying the Assessments

Mr. Moyer read Resolution 2008-6 into the record by title.

Mr. Moyer stated this document will accompany the non-ad valorem assessment roll that we will transmit to the Osceola County Tax Collector.

On MOTION by Mr. Golgowski, seconded by Ms. Snyder, with all in favor, approval was given to Resolution 2008-6 levying the assessments.

FOURTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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 I want to point out for Ms. Kassel that for operation and maintenance, the uncollected special assessment is now \$12,557 as of July.

Mr. Evans stated the comments and notes that are included on the budgeted line items are very helpful.

Mr. Moyer stated I agree.

B. Invoice Approval #100 and Check Run Summary

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

Mr. Evans stated I was asked to include an invoice that was submitted late from Walker Technical Services for \$150 to add to the invoice summary.

On MOTION by Mr. Peach, seconded by Ms. Snyder, with all in favor, approval was given to the invoices as presented, amended to include the additional invoice.

C. Meeting Schedule for Fiscal Year 2009

Mr. Moyer stated pursuant to Chapter 189, Florida Statutes, special Districts are required to annually publish their meeting schedule. What was included in the agenda package is our proposed meeting schedule. I suggest that for the August 27, 2009, meeting that we continue what we started this year and have the budget hearing at 6:00 p.m.

On MOTION by Mr. Golgowski, seconded by Ms. Snyder, with all in favor, approval was given to the meeting schedule for fiscal year 2009 as amended.

FIFTH ORDER OF BUSINESS

Attorney's Report

A. Consideration of a Partnership Agreement with the Osceola County School District and the Harmony Community School for Swimming Lessons

Mr. Qualls stated I received a proposal from the School District to allow kindergarten and first grade students to utilize the District's recreational and educational facilities, i.e., the swimming pool, to provide swimming lessons. They will take place two weeks out of

the year for kindergarten and two weeks out of the year for first grade for a couple hours each morning during that time period. I drafted an Interlocal Agreement between the Osceola County School District and the Harmony CDD because I think this is a great example of two governments to work together to carry out powers that they both have but to join together to do these things, to save money and related things through economies of scale. I drafted an agreement that I will review. The School Board will be allowed to use the facilities. The School Board will need to indemnify and hold harmless the District, which in no way impairs the sovereign immunity that the District also has. I added an insurance requirement, that the School Board has to provide insurance. The District's duties are to keep facilities available, to keep the pool up to the standards that Florida law requires, which the District is already doing. The School Board duties are to make sure that the lifeguards and other staff that they provide also meet the standards of Florida law for lifeguards and other swimming personnel. There is adequate consideration. The District would be induced to enter into this agreement because of the intrinsic value. Allowing these children to come here and learn how to swim enhances the intrinsic value of the District's facilities. I think that is adequate and sufficient consideration for the District to enter into this agreement. I included a provision that the School Board will provide their pro rata share of the fees for maintenance but after having considered that, I do not think that is necessary legally or from a practical basis. Allowing them to swim in these facilities enhances the intrinsic value of the District's facilities and falls directly inline with the District's single purpose, which is to maintain District infrastructure. If the Board is willing to enter into this agreement, there will need to be some final steps taken. I will need to send the agreement to the legal staff at the School Board who will finalize it. If you are comfortable with the basic tenets, then you can enter into the agreement subject to finalization by your counsel and their counsel.

Mr. Evans stated I think we are very fortunate to have Ms. McKay here tonight.

Ms. Susan McKay stated the School District of Osceola County has an elementary swim program that mandates all kindergarten and first grade students in our schools have swim lessons. These lessons are Red Cross certified swim lessons taught by a water safety instructor that each school has. Harmony has kindergarten and first grade students who have in the past had these lessons at another school. It only seems right that we continue on with this in your community without having to bus them into St. Cloud to

have lessons. Each student has the opportunity to take these lessons for 10 days. Kindergarten goes in the Spring for 10 days and the first graders will start shortly. Those first graders had lessons as kindergarten students somewhere else and we are very fortunate that our School Board made this a mandate so every student at every school, kindergarten and first grade, can have these lessons free. As long as the program has been in existence as an optional program, there has never been an incident at any community pool or public/County pool. We are very well staffed at the schools with volunteers in the way of parents and other support staff are certified as WSI aides, who help with the instruction. Many of the first grade teachers get in the water with the children as aides to support the WSI instructor. It is a very good program.

Ms. Snyder asked will the CDD be responsible at all? I assume the School Board would be responsible if anything ever happened and not the CDD.

Ms. McKay responded that is correct. We partner with several different communities: Lakeside at Celebration, Alhambra at Poinciana and Doral Woods in Poinciana, using their community pools. We offer a Certificate of Liability for that agreement where we assume the liability. As Mr. Qualls said, your responsibility is to maintain the pool according to the regulations. Because of the Jessica Lunsford Act, our students cannot mingle with community people during the times that they are swimming. We ask that the community be informed when the lessons are so there is no incident.

Mr. Peach stated we are looking at the hours from 9:00 a.m. to 12:30 p.m. for 10 days. We have a good representation of residents here. I assume you will need the entire pool and there is a second pool available to the residents for that time period. I want to be sure everyone is fine with that.

Ms. McKay stated it is for the safety of the students.

Ms. Kassel asked does that mean the pool closed to residents during that time?

Mr. Evans responded yes. The children of this community are using it.

Ms. McKay stated that is the neat thing about it. The children will be inspired from the lessons they get to continue to use the pool and after that to practice and become interested in swimming as a lifelong skill.

Mr. Evans stated we, as a Board, tried to bring swimming lessons here before and ran into numerous complications because of insurance issues. I think this is a wonderful

alliance to make available and to interface with other local governments to provide these lessons. I think there can be no better utilization of a partnership such as this.

Mr. Schiro asked will it only be for two weeks?

Ms. McKay responded yes, in the Fall and in the Spring. The Harmony school staff have proposed the dates of September 22 through October 3. The agreement said 9:00 a.m. to 12:30 p.m. and they will probably be gone before then. In the Spring, there will be 10 days for the kindergarten students.

Ms. Snyder asked why is it only kindergarten and first grade? I think it sounds like a wonderful program. Maybe it should be all the other grades, too.

Ms. McKay responded I am in total agreement. We have made a start. For 20 years, up until the last two years, it was an optional program. The principal had the discretion whether or not to send their children and it was funded totally by the school. The wellness policy gave us the opportunity to propose it as a mandate for kindergarten and first grade with it being funded by the School Board. We are pushing toward more involvement but at this point in time, we are elated to have kindergarten and first grade totally mandated.

Mr. Evans asked are you open to expanding the program?

Ms. McKay responded yes. It is not to say that perhaps the physical education curriculum at the Harmony Community School, with the support of the community could expand it on their own as an optional part of their physical education curriculum for all students. Just because it is mandated and funded by the School Board for kindergarten and first grade, that just means the principals have no choice and it must be in the curriculum. It does not mean it cannot be expanded school by school depending on what the community and the school want.

A resident asked are both pools going to be out of service?

Ms. McKay responded we want to use the main pool at the Swim Club.

The resident asked do you have three classes of kindergarten children of 30 each and each one goes for an hour?

Ms. McKay responded each school does it differently because they do their own scheduling, but the lessons are in 45-minute segments. One class comes over shuttled by the bus. Those students have their lessons. The bus goes back and picks up another class and brings them off and takes the class that just finished back to the school. There are six

first grades at Harmony Community School, so the 45-minute time limit indicates those lessons are over by 11:45 a.m. The WSI instructor can only instruct so many kids at a time.

A resident asked does the community pool have adequate facilities for that many students to use, such as changing rooms and places to store their clothes during the lessons?

Ms. McKay responded generally how it works in other communities that have similar facilities is the students wear their swimsuits to school under their clothes and they either change here if they want to or most of them go back to the school and change there after the lessons. They have a bag for their clothes around the pool area during lessons, and I see that working the same way here.

Mr. Marks asked in the spirit of no contact with the outside community, who will let them in the pool?

Ms. McKay responded the contact that will be named by the CDD and the water safety instructor will work that out. A person who is not a School District employee who has not been screened cannot interact with the students and come into the pool area.

A Resident stated Ms. Mack is one of the teachers and she lives here.

Mr. Evans asked what about Paragraph 1.6, the last portion.

Mr. Qualls responded that is out.

Mr. Evans asked what about Section 2.3.1?

Mr. Qualls responded that is out.

Mr. Evans stated Section 4.2, full force and effect until June 30, 2008. I would redraft it so that the date is the effective date. It will run on an annual term to give them that one-year cycle.

Mr. Quall stated there is something in the School District language that there is a requirement for this specific date.

Mr. John McKay stated it is based on the fiscal year.

Mr. Qualls stated we will make it through June 30, 2009, once it is effective.

Mr. McKay stated include a clause that it is renewable automatically on a yearly basis.

Mr. Qualls stated that is the clause. It is renewable and either party can cancel with 90 days' notice. It renews automatically.

Mr. McKay stated it is on the fiscal year for funding the swim program.

Mr. Evans stated I want to address a waiver of policy, Section 7.3, for the damage deposit. I would like to waive that deposit for other governmental bodies for organized public activities.

Mr. Qualls stated there is a rule in place on how to reserve the facility if the School District follows that. I will put some language to that effect in the contract. That will help the community be aware of when the pool is being used and to plan accordingly, and it falls inline with the District's policy.

Ms. McKay asked will you have a contact person that our physical education person can contact?

Mr. Qualls responded yes, we will put that in the contract.

Mr. Evans stated once you know the dates, we will publicize it and there will be restricted access during that time for the mutual safety and welfare of the participants. I would request approval of this agreement subject to revisions by counsel, authorizing the Chairman to execute upon acceptance by the School Board.

<p>On MOTION by Ms. Snyder, seconded by Mr. Peach, with all in favor the Interlocal Agreement with the Osceola County School Board regarding swimming lessons at the Swim Club was approved, subject to final revisions and review by District Counsel, and the Chairman was authorized to execute upon acceptance by the Osceola County School Board.</p>
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Ms. McKay stated you can communicate to me through Ms. Wright since she has my email and contact information. That agreement can be forwarded to me and I will forward it to the School Board.

Mr. Qualls stated yes, we will get this to you very shortly.

B. Discussion of Final Harmony Community Development District Parks and Recreation Facilities Policy

Mr. Qualls stated the time limitations have been complied with relative to the rulemaking procedures. The Statutory rulemaking requirements have been met. The rules were adopted at last month's meeting. I included the adopted version of the new rules related to the recreational and park facilities within the District. The next step is to sign and certify and promulgate the final adopted version. There is no requirement that these

be forwarded to any State agencies. They can be posted on the website for the community's use. There is no action that needs to be taken at this time.

Mr. Evans asked do we need to add a provision to Section 7.3 that the District can waive damage deposits for other governmental agencies for organized public activities? Or is that a given?

Mr. Qualls responded it is not a given, but it is a policy that makes sense. In order to amend the rules, you have to go through the process we just concluded. We do not need it. I suggest we wait for a year and see how these work before we go through the rulemaking process again.

SIXTH ORDER OF BUSINESS

Engineer's Report

Mr. Boyd stated at the next meeting, I will be able to make an extended presentation on the function of the drainage system if the Board is interested.

SEVENTH ORDER OF BUSINESS

Developer's Report

Mr. Haskett stated I distributed a proposal from Wired for Tomorrow for security cameras at the Swim Club. It is the same cameras and system that was installed at Ashley Park, which are functioning quite well. The proposal is for \$4,505, which is a savings of a little over \$300 for the cameras at Ashley Park.

Mr. Peach asked did we include that in the budget?

Mr. Evans responded it will be a capital improvement.

Ms. Snyder asked can we use the same computer system as Ashley Park?

Mr. Haskett responded it is a DVR that has its own internal hard drive, and it is a stand-alone unit. It is the same for high resolution, color cameras that have night vision. They work quite well and come in handy with aiding the sheriff's department with some incidents we had recently.

<p>On MOTION by Mr. Gologowski, seconded by Mr. Peach, with all in favor, approval was given to Wired for tomorrow proposal for security cameras for the Swim Club in the amount of \$4,505 paid for from the capital improvement budget.</p>

EIGHTH ORDER OF BUSINESS

Monthly Boat Report

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

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Snyder stated I have a question on something that was brought up last month regarding the pool: the umbrellas, the tile grout and the vacuuming. Did someone check to see if that was completed or if they were doing what they were supposed to be doing?

Mr. Haskett responded many of the problems are because it is an outdoor pool. Maintenance has been up to standards. The pool company does a good job, but they do face the outdoor elements. To help them out, the two planters with the bird of paradise next to the pool edge, we put in a large stone in the planters to keep sand and dirt from blowing out of the planter and into the pool. That will hopefully resolve some of that. The tile maintenance and other maintenance items will be done in the next few weeks. It is the busy season and the rains from the recent tropical storm slowed them down some, but the work will be done and I think everyone will be pleased with the maintained standards we have at the pools.

Mr. Evans stated regarding the umbrellas, I asked Mr. Haskett to look into some permanent shade structures at the pool because I think it will be a tremendous benefit to everyone and it will be lower maintenance than trying to keep up with the umbrellas that get torn and damaged. Hopefully at the next meeting he will have some ideas and costs of what will be involved in putting up permanent shade structures.

Ms. Snyder stated that is wonderful.

Mr. Golgowski stated an item was raised at the last meeting regarding a proposal to place memorials in some of the District parks. There were some concerns about standardization of the memorials and the way it would be handled. The developer was directed to come up with something to address that. We prepared a draft policy for your consideration that is included in the agenda. It includes two options for those who want to provide a memorial. One is to use a centralized location for a cash donation and a plaque inscribed as approved by the District at the request of the donor with the wording provided by the donor. That will be a standard area everyone can contribute to. A second option is to purchase a park "accessory" and have that serve as the memorial. As proposed, they will be standard park accessories, such as benches, trees, trail markers, picnic tables, recycling containers, a trail map kiosk or a trail bench. There is a list in the proposal. These are all standard item purchases that are now in the parks or will be in the parks. Once purchased, they will become District property, owned and maintained by the District. If the plaque is lost or damaged, it will be replaced at the donor's cost. We

anticipate that they will be bronze or something durable for outdoor use, not plastic. That is the proposed policy in summary.

Mr. Peach stated at the last meeting, the discussion came down to the contribution to the CDD and allowing the CDD to make the selection in terms of what it is and where it is in regard to the central location for the plaques. The concern I have is having multiple choices on being able to select what it is may mean that we end up with extra picnic tables that we cannot find a place for, rather than making the decision as the money comes in. I think the concern that was expressed at the last meeting is that we will end up with items all over the community and we will lose control. At one time, the CDD had an art budget that appropriately could receive these kinds of contributions and then the CDD can make the decision on what is necessary.

Mr. Evans stated it appears that there are several options. You can make a cash donation to go into a fund to do things, such as artwork elements. That is the central plaque acknowledgment. The others are specific items. In the event that there is not a need for an additional picnic table because there is no need for it, it is still at the discretion of the District. I am sure the donor would be amenable to choose another item, but this affords them an opportunity. It is still under the total control of the District but it affords that vehicle of an expression of a memorial in various sizes, types, costs and formations. Based on what is proposed and that the District will be receiving funds in this manner, do we need to draft a policy?

Mr. Qualls responded not necessarily. You can have written policies. I think it is desirable to do that so that everyone knows what the policy is. The District has the express authority to receive gifts and to do with those gifts whatever the donor wants done with them in accordance with the policy. I recommend using what Mr. Golgowski has done and turning that into a policy and bringing it back to the Board for consideration.

Ms. Snyder stated I personally think it would be nice to allow the donor to choose. I have seen it in other places where it does not get out of hand. I like the fact that the CDD can approve or disapprove of what it is; for example, if we have too many picnic tables, they can choose a tree or a bench. I like the idea. I do not think it has to get out of hand like was described last month.

Mr. Evans asked is it the Board's opinion to continue to move forward with this type of policy?

The Board replied in the affirmative.

Mr. Evans stated with that, I will direct Mr. Qualls to draft this and put it in the form of a policy so that we can administer the policy but later adopt it so that it is part of the official record in our policy manual.

Mr. Golgowski stated these policies are very common and this one was lifted from another public source. This policy to memorial placement seems to be a tested approach around the county and it has worked.

TENTH ORDER OF BUSINESS

Audience Comments

Ms. Kassel asked in terms of the District parks and recreational policy, how will that be publicized to residents so they know there is a new set of policies? I know it is on the website but how will they even know it is on the website and that it is new?

Mr. Evans responded we are trying to reduce the number of mailings while still keeping everyone informed.

Ms. Gina McGinnis stated put it in the Harmony Notes and direct them to the website.

Mr. Evans stated that will work, especially with the news about the memorial opportunity and the swim classes. We can have an article in the Harmony Notes.

Mr. Haskett stated we can also send an e-blast. Each park has a community bulletin and we will place the information on those, also.

Ms. Kassel stated once they are on the website, for a week or two, you could place a sign at the traffic circles to direct people to the website. Not everyone gets the paper or reads the newspaper so they are not aware of these rules that they need to abide by. Please explain the process that we are now following for deposits for boat use or what it is going to be.

Mr. Qualls stated for boat use, users will have the option to give a check to the District office for \$250, which will be returned if there is no damage, or it will be utilized to cover any damage. You also have the option of giving the District office a valid credit card and a copy of your identification. In the case of any damage, you will be giving permission to the District to use that credit card to reimburse whoever fixes the boat.

Mr. Evans asked can you do this as a one-time event? For someone who uses the boat on a regular basis, can you keep the credit card on file?

Mr. Moyer responded yes.

Ms. Kassel asked is that administered solely through Thomas Belieff?

Mr. Evans responded the District Manager needs to receive credit card information.

Mr. Qualls stated the rules are clear that the District office receives the security deposit or the credit card information.

Ms. Kassel asked how does that work if I want to go out on Sunday and use the boat for an hour or two? Do we call Mr. Belieff? We need to know the process.

Mr. Qualls responded yes, Section 2.3 outlines the process.

Mr. Schiro asked where do you go to give that information, the welcome center or some other location?

Mr. Qualls responded you have to send it and make sure it is received by the District office, address and phone number of which are contained in the rules.

Mr. Schiro asked is that in Celebration?

Mr. Moyer responded yes.

Mr. Schiro asked do I have to drive to Celebration?

Mr. Qualls responded there is a phone number and I am sure there are other means of getting information to places other than where you live.

Mr. Schiro asked can we provide a credit card number over the phone?

Mr. Qualls responded no, we need a copy of the credit card and a copy of the identification. You can mail it or scan and email it.

Mr. LeMenager asked all this is to use the boats? You have to send something by wire or fax to Celebration? That does not sound like a practical solution.

Mr. Evans responded what prompted this is we incurred some damage to the boats and there was an outcry for how do we collect for damages. After a lot of discussion we implemented a damage deposit. If a resident uses the boat frequently, you just make a security deposit one time and leave it on file. It is not collected for each time you use the boat.

Mr. Schiro asked how do you prove who did what damage?

Mr. Evans stated the problem we had before was we incurred damages that were hard to prove who did them. We are looking at implementing a stricter review policy prior and after use of the boats.

Mr. Qualls stated the idea is the same as when you rent a car. You inspect it prior to use and it gets inspected when you turn it back in.

A resident stated that means you need someone to check it when they leave and when they bring it back.

Mr. Qualls stated that is correct.

Mr. Evans stated you cannot charge someone for something you cannot prove.

The resident asked how will you manage that? Someone checks out the boat and does he wait until they bring the boat back, which could be one to three hours?

Mr. Evans responded if you know they did the damage, we have some recourse. We would like to have someone here to inspect the boats when they leave and when they return. It is what we can do for the moment. There may be some damage that you cannot find who did it.

Mr. Schiro stated say the boat is scheduled to come back at 2:00 p.m.. You return the boat and walk off, and Mr. Belieff is not there. Does that mean you are no longer responsible?

Mr. Evans responded that is not what I said. We are trying to implement a policy that gives us the ability to recover damages if we know who did the damages.

The resident stated the policy cannot be enforced if someone is not there to inspect the boat.

Mr. Evans stated that is correct, unless you have actual knowledge of when the damage occurred. There may be some gaps and we will have that risk. We are trying to enhance the process.

The Resident asked what happens if someone took the boat and crashed it before I come and take it out?

Mr. Quall responded before the boat is taken out, users are to inspect the boat and outline any existing damage. It is the same as you do with a rental car. You walk around the car and point out existing damage.

Ms. Kassel stated I think that is something we have to think more about and figure out how we are going to deal with it. Is it possible to have only adults over 21 pool hours

in the evening? The pool is lit inside the pool and many people cannot use the pool during the day but might like to until 10:00 p.m. There are no residents near the swim club so there is no one to disturb. Can we have evening pool hours for adults over 21?

Mr. Evans responded that gets back to an enforcement issue.

Mr. Haskett stated the pool is not lit for nighttime swimming pursuant to the Health Department standards. It was never intended to be a nighttime pool. The lights that you see in the water are for safety purposes, not swimming purposes.

Mr. Schiro stated I think it is a good idea and you should not just dismiss it out of hand. Can you add a light?

Mr. Moyer responded we have looked at this for another community and it is pretty intensive the amount of light you need to have in a pool at night.

Mr. LeMenager stated we came here from Artisan Park in Celebration and that was a problem. To meet Florida regulations, you effectively need stadium lights to have it open in the evening. It is hard to maintain the dark sky policy with stadium lights.

A Resident stated they are also quite tall and very expensive.

Ms. Kassel stated I want to make a couple comments on the memorial proposal. The whole genesis was because we wanted to have something to remind us of a member of our community, Judy, who passed away a little over a month ago. She spent a lot of time at the dog park sitting on the benches, especially at the last part of her life. We thought that the dog park can use more benches and people are often standing around because there is not much space to sit, especially seating that is in the shade. We thought this was good idea. It would remind us of her and it would be an added facility to the community. A bench is \$1,200 and it will not be very common because it is not cheap. The impetus for doing something like a picnic table or a bench will come from a personal relationship that the residents had with that person, who see the need for an amenity somewhere. To address Mr. Peach's concern, I do not think there will be too many of one type of thing in places where they are not necessary because it will be motivated by the thought that we can use something in this area, in addition to it being a memorial. The idea behind the plaque was, like you see in many public parks and other public places, it will be a small plaque on the back of the bench that will simply say "in memory of," their name, "dear friend and neighbor" with the date and the year. No one could take offense to that. When people come to use the park, they will not forget that it was that person that they will

remember through that bench. It will be affixed to the benches or riveted on so that it will not go anywhere and it will not need any maintenance. If you can clarify in the policy, are you saying this plaque will be separate in a central location? Or can it be affixed to a bench or other item?

Mr. Golgowski responded it can be affixed.

Mr. Evans stated if it is an item, there will be a plaque affixed to the item. If it is a cash donation, it will be in a central location. Those cash donations will be used for artwork or other things on the list.

Ms. Kassel asked is there not just one place where people's names are listed? Will it be some thing in a central location that also has a plaque affixed?

Mr. Evans responded yes, we are still working on that but we want to move forward on it and have the parameters to do it.

Mr. Peach stated the issue arose because there was concern that someone might decide they wanted a particular item placed on CDD property. That is why it is necessary to run it through the CDD.

Ms. Kassel stated I have no problem with that but it was something that seemed very simple and we are proposing to have something that was already here and that was clearly going to be an added asset to the community.

Ms. Pam LeMenager stated regarding the lights in Section E, the Estates, I understand they were provided by the electric company.

Mr. Evans stated they are leased. The District leases street lights from the utility company.

Ms. LeMenager asked is the District aware that those lights are damaged and not installed correctly? Bolts are missing at the bars to the stem for the overhang, some are missing.

Mr. Evans responded yes, and we noticed that on some of the other roadways. We notified them. They are waiting to receive the bracket.

Mr. Marks stated where Holly Way tees into Cat Brier, there is pergola there at the sun shaded spot and some of the soffits are missing underneath.

Mr. Schiro asked regarding nighttime swimming, since we have documents and liability releases for horseback riding and using the boats, is there any reason why adults

in this community cannot sign a liability release to allow them to swim in the pool at night?

Mr. Evans responded I do not think you can waive your rights to the Florida Statutes.

Mr. Schiro asked are you sure?

Mr. Qualls responded I do not know that you can say you are going to break the law. I will look into it. It does not seem practical to me.

Mr. Schiro asked can I get a copy of all the invoices and checks paid to maintain the ponds for the past few years?

Mr. Evans responded you can view any records at the District office provided you call ahead to let them know you are coming.

Mr. Schiro asked are those records available?

Mr. Qualls responded yes, they are public records.

Mr. Schiro stated it would be a hardship for me to go to Celebration. Is it possible to have them copied and mailed to me?

Mr. Moyer stated yes, for a fee.

Mr. Schiro asked how much is that?

Mr. Qualls responded it is pursuant to Florida's public records law. I believe it is \$.25 per page plus reasonable expenses for someone to compile the information and submit it to you.

Ms. Wright stated the District's Rules of Procedure will indicate the fees to charge for photocopying.

Mr. Schiro stated it is my understanding that Mr. Moyer was involved in the original development of legislation for CDDs.

Mr. Moyer stated yes, I was.

Mr. Schiro asked so you must have a lot of exposure to many CDDs?

Mr. Moyer responded I do.

Mr. Schiro asked what percentage of CDDs in Florida have their meetings held prior to 6:00 p.m.?

Mr. Moyer stated I personally manage 22 of them currently and there are only three that meet after 5:00 p.m. Some do but most do not.

Mr. Schiro asked how do they handle the professionals?

Mr. Moyer stated for the ones who have general counsel that is not local, and many of them use Tallahassee counsel, the CDD pays for the overnight accommodations for the attorney.

Mr. Schiro asked is Mr. Qualls a local attorney?

Mr. Qualls responded no, I am based in Tallahassee.

Mr. Schiro asked is the CDD paying the expense of you coming to this meeting?

Mr. Qualls responded yes, but we do not charge for the full travel time and we typically do not need to stay overnight.

Mr. Schiro asked if we meet at 6:00 p.m. versus 9:00 a.m., would that have an impact on your fees?

Mr. Qualls responded yes, I have a hotel booked for this evening.

Mr. Schiro asked is the CDD paying that cost?

Mr. Qualls responded yes.

A resident asked considering the increase in pests, what is the CDD doing for mosquito control?

Mr. Golgowski responded Osceola County sprays periodically.

The resident asked does the CDD have to request them to spray?

Mr. Golgowski responded no.

The resident asked is that something our maintenance people can do?

Mr. Evans responded we do not have the equipment.

Mr. Golgowski stated we can ask them to put us on their schedule. There are a number of citizens in Harmony who are interested in a community garden. This is somewhat of a developer item as well because we are committed to helping get this started so the garden can be used and the group can take on this project. Several sites have been researched to find some land that is suitable. One site being looked at is CDD property, located at the site of the portable school that is about to be removed, immediately east of there and west of the adjacent pond. This group is in the process of organizing themselves to come up with bylaws and operating policies. They wanted the Board's approval on pursuing this location. It will be a garden with plots lined out. The detailed level of how it will be laid out has not been established yet, but there could be a limited number of individual plots. Some sort of rotation will need to be established so all members of the community would be eligible to have a space. It will be operated as any

other park, with the possible exception that the users will be paying more for the upkeep and/or maintaining it themselves. I wanted to present that to the Board on behalf of the residents.

Mr. Evans stated having been involved in one of these before, managing and monitoring a community garden is very difficult. What happens is some people do the work and others only take the benefit. It is a really nice thing to do and brings the community together. It is a great concept but the concern I have from a District perspective is we have to put up a fence to keep out deer and rabbits and other animals. At the same time, you exclude that piece of property for a select number of residents to be able to use it only during that growing season. It is exclusivity for an extended period of time, unlike reserving the Swim Club for swimming lesson for a couple hours, which is for the overall community benefit. I think we run into problems with exclusivity. I think it is an excellent idea but we probably should consider having the developer put it on developer-owned property and then they can implement a utilization policy.

Mr. Peach stated I took pictures of the community garden in Boulder, Colorado. This had a central water theme that was a water area that drained down. Each plot had a hose outlet. There had to have been some sort of selection process. I thought of the community developing a garden club to take responsibility for the whole garden as opposed to separate segments. The garden in Boulder was very attractively done. The fence had plaques and names on it and pictures of corn and other items. There was a fence all the way around. I brought pictures back with the intent of thinking that it would be a nice addition to Harmony.

Mr. Evans stated I like the idea but we need to work on execution and putting it in the proper location. It will be in a place that will require a lot of ground work. There will be a cost involved with putting an adequate fence around it. I think it is a very admirable cause but I think we can find a better location for it. I am concerned about the exclusivity issue with public property. When the school removes the trailers, that may be a location to slide into because it has water access and positive drainage.

Mr. LeMenager stated my wife and I lived in New York for 18 years and England, Holland, and Poland, and community gardens are part of the landscape. If you are looking for guidelines, there is a lot of information available. They do end up looking like a hodge podge with everyone doing their own thing. That is my concern putting it along

Schoolhouse Road. We would need to be sure we are very careful with whatever look we come up with.

Mr. Evans stated I agree. I think it is a great idea but we need to work out the mechanics and the details of the proper location.

Ms. Kassel stated when we discussed the site that Mr. Golgowski brought up, we looked at it and looked at the number of people who have expressed interest. There is no where near the interest as there is the space. For a long time, a space like that will not have a problem with exclusivity. Sunnyvale has extensive rules about what happens if you do not maintain your plot. They charge an annual fee and there could be ways of camouflaging the exterior of the garden far enough from the fence so that from Schoolhouse Road, if it was a hodgepodge, it would be hidden.

A resident asked is that area commercially zoned?

A resident responded I would request that we keep it organic.

Mr. Golgowski stated this is resident-driven so I am sure that will be discussed.

Mr. Evans stated it is an excellent idea and a great educational tool for the kids. We just need to find a location.

ELEVENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 7:33 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman