

# **MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 17, 2009, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Nancy Snyder	Vice Chairman
Steve Berube	Supervisor
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor

Also present were:

Tim Qualls	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Engineer: Woolpert
Brenda Burgess	Moyer Management Group
Thomas Belieff	Dockmaster
Mike Couch	Luke Brothers
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Shad Tome	Harmony Development Company
Jason Shafer	Luke Brothers
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 November 19, 2009, Meeting**

Mr. Evans reviewed the minutes of the November 19, 2009, regular meeting, and asked for any additions, correction, or deletions.

Ms. Kassel stated clarification on page 10, fourth paragraph from the bottom, should add "in the State of New York" to the end of that sentence. On page 11, third paragraph, it says "we wanted a month to think about it" and it is intended to mean the Board.

Ms. Snyder on page 10, Mr. Tome indicated he would address the pressure washing of the drainage structures through an e-blast and the Harmony Notes.

Mr. Tome stated it will be coming in the January issue. Mr. Haskett did a fantastic job with the narrative and the report.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to the minutes of the November 19, 2009, regular meeting, as amended.

**THIRD ORDER OF BUSINESS**

**Administrative Matters – Resignation of James O’Keefe**

Mr. Evans stated at previous meetings, there have been comments and questions about filling a seat on the Board that was held by Mr. O’Keefe. For personal reasons, he has not been able to attend these meetings for some time. He just recently submitted a letter of resignation. Under provisions of Florida law, the Board has the authority to appoint a replacement for the balance of his term. I would like to recommend the Board appoint Steve Berube as the member to fill Mr. O’Keefe’s vacant seat.

Ms. Kassel asked can we take nominations? How does this work?

Mr. Moyer stated you can do this in two steps. The first is to formally accept the resignation which then creates the vacancy.

On MOTION by Ms. Snyder, seconded by Mr. LeMenager, with all in favor, approval was given to accept the resignation from James O’Keefe.

Ms. Kassel stated since Mr. Berube is on the HOA Board and the Companion Animal committee, I would like to nominate Ray Walls. He has a lot of experience and has worked in governments, but not as a publicly elected official.

Mr. Walls stated I have an MBA and I am a budget manager for Orange County government, working with capital projects.

Upon VOICE VOTE, Mr. Berube received 3 votes and Mr. Walls received 1 vote, resulting in the approval of Mr. Berube to fill the unexpired term of office for Mr. O’Keefe.

Mr. Moyer stated for the record, I am a Notary of the State of Florida and I can administer oaths of office.

Mr. Moyer administered the oath of office to Mr. Berube.

Mr. Qualls stated I will send a packet of materials to Mr. Berube, in addition to the materials that Mr. Moyer will provide.

**FOURTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements**

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

Mr. Moyer stated the on roll special assessment collections are 42.12% collected.

Mr. Evans stated there is a year-to-date category in the budget, and for many categories, we used a lump sum for the budget. Yet when we calculate the year-to-date budget figures, many are 1/12<sup>th</sup> when some of those expenditures occur once or twice a year and not on an equal monthly basis. I would like you to keep that in mind when we compare actuals.

Mr. Moyer stated insurance is the best example of that accrual. We annualize the premium because it is paid once a year.

Ms. Kassel stated the trustee fee is another example where it looks like nothing was accrued but yet we paid the trustee. If this is the time of year we pay it, the year-to-date budget should reflect that accrual.

Mr. Moyer stated you are correct; it should have been accrued.

Ms. Kassel stated on the 2001 debt service fund, we have a principal prepayment of \$10,000. Did we retire debt in that amount?

Mr. Moyer stated you can call bonds in increments of \$5,000 so the trustee will leave funds in that account until they can honor that \$5,000 bond call. When they get the money, they make those calls.

Ms. Kassel asked this is a retirement of debt, prior to when we are required to do so?

Mr. Moyer stated yes.

Ms. Kassel stated that answers some residents' comment to retire debt earlier to avoid paying interest for a longer period of time, and we are doing that.

Mr. Evans asked could that also be an individual's prepayment?

Mr. Moyer stated yes.

Mr. Evans stated that would be different, because that would only apply to their lot.

Mr. Moyer stated that is correct, it could have been several property owners but it is in increments of \$5,000

**B. Invoice Approval #115 and Check Run Summary**

Mr. Moyer reviewed the invoices and check summary, which are included in the agenda package and available for public review in the District Office during normal business hours, and requested approval.

Ms. Snyder stated I have a question on the general usage charges for phones and text messages. It is a small amount, but AT&T offers unlimited text messaging for \$5.99 a month. Should we look into getting a general, all-inclusive charge since a lot of people use text messages? What we are approving this month is much higher than \$5.99.

Ms. Kassel stated I think we should consider it. I have a question on the check to Micah Bruckner.

Ms. Snyder stated when he purchased his house, the money did not flow at the right time. The bank paid the assessments and then the assessments were paid on the real estate tax bill, so it was paid twice. The bank reimbursed the CDD and the CDD paid Mr. Bruckner for the year-to-date amount because it was already paid and should not have been collected at closing. They did it this way, rather than the bank refunding him.

Ms. Kassel stated there were incidental expenses for the trustee invoice from US Bank, and I am curious as to the charge of \$380. The volume is \$4,900 and the rate is 0.0775.

Mr. Moyer stated that represents their costs incurred in being the trustee. We pay them a flat fee for trustee services, and then we pay their incidental expenses at a percentage.

Mr. Evans stated it is a percentage of their fee. They apply a percentage of their fee for copying and processing, as opposed to trying to itemize their copies and phone calls.

Mr. LeMenager stated emailed invoices did not include the check run summary. They are extremely helpful. Please include that in our emailed invoices.

On MOTION by Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval was given to the invoices as presented.
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**C. Invoice Approval Suggestions**

Mr. Moyer reviewed the suggestions related to streamlining the agenda materials sent to the Board. One suggestion the accounting staff made was for utility bills, for example, staff can provide a spreadsheet showing the utility bills, and that will save about 50 pages

per package. We do not have a lot of control with utilities, and it is one way to save some copying charges.

Ms. Kassel stated we can still be sent the electronic version if we have a question about something on the spreadsheet.

Mr. Moyer stated that is correct.

Mr. Evans stated I think it is great idea

Mr. Moyer stated we will proceed in that direction.

#### **D. Public Comments/Complaints**

Mr. Moyer reviewed the complaint log as contained in the agenda package and is available for public review in the District Office during normal business hours.

Ms. Kassel stated the complaint page on the website is not working. I could not submit a request today. I could view it but I could not submit it.

Ms. Burgess stated I have difficulties with some browsers in being able to view the website and I have reported it, but the only answer I get is to view it with Internet Explorer.

Mr. Moyer stated we will talk with the Severn Trent IT department to see if they have any suggestions.

Ms. Snyder asked you do not post unapproved minutes on the website?

Ms. Burgess stated no, not on the Minutes page. The first time it is on the website is when the agenda packages are distributed and I post the entire agenda on the website, which is about a week before the meeting.

Ms. Kassel stated for the benefit of the audience, minutes and agenda packages are available on the website at [harmonyccd.org](http://harmonyccd.org).

#### **E. Legislative Concerns**

Mr. Moyer stated since our last meeting, Mr. vanAssenderp emailed me some proposed legislation, Senate Bill 664. Our current law, Chapter 190, Florida Statutes, says the District may purchase tax certificates. That is the process that we follow. We levy assessments on the tax roll and we follow the same rules as ad valorem taxes. If the tax bill is not paid, in June of each year, the tax collector will hold tax certificate sale. People will bid on tax certificates. The reason they do that is the opening interest rate on delinquent taxes is 18%, and investors view that as a very good return, and I agree, depending on the property. If you have improved property, the likelihood of people paying their taxes, even if they are delinquent, is very high. There are investors who have

a business buying tax certificates. The law says we may buy them. The reason the law was written that way, is if there is a piece of property that the District could use for some public purpose that is on the tax certificate, it is a good way to pickup property for public use, but it is seldomly done. A group of these investors who buy these certificates as a business are proposing that “may” be changed to “shall,” that the District shall buy delinquent tax certificates. That begs the point of where the District gets the money to buy delinquent tax certificates. In Harmony, the developer owns many lots and property. If, for some reason, he defaulted or any of your neighbors defaulted and we had to buy them, the only revenues we can raise is by assessing the property owners. That, in effect, means that you would pay for the defaults of neighbors and developers. One, we would not have the money, and two, I am not sure we would have the legal authority because we levy assessments based upon a benefit that you receive from the services of the District. It is a very bad suggestion. I talked with the Chairman and we both agreed that it would be advantageous to ask Mr. vanAssenderp to get involved, to monitor the legislation and to participate, to the degree he can, in changing it or defeating it. I think the only recourse we have is to defeat it since I do not think we have much room to negotiate with the sponsor of the bill. If that is what they are looking for that the District picks up these defaults, I do not think there is a compromise position.

Ms. Kassel asked what is the intent?

Mr. Qualls stated the sponsor is Senator Altman, who is over the Melbourne. Area. the company that is proposing this legislation is Gulf Group Holdings based in South Florida and they have been the preeminent purchaser of tax certificates. Senate Bill 664 has about 20 things they want to change for the tax certificate process, and this is one of them. We have had meetings with their lobbyist. They want to change Chapter 197, Florida Statutes, and this is a change to Chapter 190, Florida Statutes, which does not fit with everything else they are trying to do. They want to save some money. In their portfolio, they likely have certificates from a CDD with a District lien on it. This would ensure that those certificates are purchased by the District and protects them as the investor.

Mr. LeMenager asked even if the District has no money or legal authority to do so?

Mr. Qualls stated it is bad precedent all around. It is a government that is being required to purchase tax certificates. Another portion of the Bill requires the District to

foreclose upon properties when there is a default. We use the Uniform Method of collection for our assessments. If someone is delinquent on their taxes, then tax certificates are sold. Two years have to pass before a tax certificate holder can apply for a tax deed. The tax deed bidding would then take place, in which that tax certificate holder and anyone else can bid on that property. That gives extra time for the landowner to be able to pay back the tax certificate holders. This change would mandate that the District foreclose on that property in Circuit Court. It is bad legislation all around, at least this section.

Ms. Kassel asked what progress have you made?

Mr. Qualls stated Mr. vanAssenderp has had two meetings with the lobbyist, Fred Dudley, and the progress is good. It is educating Mr. Dudley on what a District is, what it is designed to do, and why something in Chapter 190, F.S., does not belong in a Bill dealing with Chapter 197, F.S. It is bad precedent to mandate that a government purchase tax certificates. They have been willing to listen so far, and there is another meeting setup for next week. We will keep you apprised of everything that happens.

Mr. LeMenager asked how many CDDs does your organization represent?

Mr. Moyer stated about 20.

Mr. LeMenager asked of those 20, how many have joined in this effort to lobby against this Bill?

Mr. Moyer stated through their legal counsel, all 20 are involved.

Mr. LeMenager stated so everyone has hired them and we are paying only a small portion of the bill from our attorney.

Mr. Moyer stated no, that is not correct. There are several firms that do CDD work. Hopping Green & Sams is based in Tallahassee and they are actively in this. Nancy Linnan from Carlton Fields does several CDDs, and she is involved on behalf of those CDDs. Mr. vanAssenderp is not representing the whole group.

Mr. LeMenager asked how many CDDs are you acting as a lobbyist for, and is it more than one?

Mr. Qualls stated I do not know.

Mr. LeMenager asked how many forms have you signed saying you are going to be a lobbyist?

Mr. Qualls stated I lobby for various entities but this is the only District that I signed that form to represent.

Mr. LeMenager stated this Bill is ridiculous and it makes no sense. It is illogical and probably will be thrown out, but my concern is we will be faced with a large legal bill when a lot of CDDs should be involved. We should pay a small part of the total bill.

Mr. Qualls stated this is public record so you can get online and see who is involved. I am not lobbying for any other CDDs on this matter, but I simply do not know the answer. I can provide the website where you can search for the lobbyist or the principal.

Mr. LeMenager stated I am in complete agreement that this Bill is nonsense, but given the fact that every CDD would agree, that we not pay a disproportionate share of fighting this.

Mr. Moyer stated I suggest Mr. Qualls ask Mr. vanAssenderp if other Districts would participate in this expense.

Mr. Qualls stated as always, if you have questions on one of our invoices, please let me know and we will be reasonable in working it out.

## **FIFTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Qualls stated we wish you all happy holidays.

#### **B. Engineer**

Mr. Boyd stated the watermain is substantially complete. We are going through the close out process with Toho Water Authority now. It passed the water test and the bacteriological test. There is an easement that needs to be recorded for the wetland crossing that we are working to get completed. I am asking the chairman to sign a release for payment. Out of the total contract of \$97,774, we are holding \$10,992.40 for retainage and for the final valve opening to activate the water line.

Mr. LeMenager asked is that why that fire hydrant no longer discharges?

Mr. Boyd stated that is unrelated. I will have to check on that.

Ms. Kassel stated it is a Toho Water Authority issue about chlorine in the water.

Mr. Boyd stated they may have added a different device so it can flush without running down the street. It still flushes when it needs to but it does not run down the street.

Mr. Berube stated it is coincidental that the hydrants were shut off at the same time the fire department came in and pressure tested all the hydrants. I think they shut them all

off and Toho Water Authority does not know it and did not turn them back on. They come through every three or six months to test the hydrants. The day after they did that, I noticed both hydrants were off.

Mr. Boyd stated I will make a call to check on that.

Mr. Boyd stated the alley repairs have been completed. Mr. Gierok walked it yesterday with Mr. Haskett and Jr. Davis. We are requesting to release payment for the alley work in full. The contract amount is \$26,504.03. We are also proposing to release retainage on that. They looked at an area in Ashley Park where trucks are being very lazy in driving in the alley. There is no problem with the pavement, and Jr. Davis has agreed to put up stanchions to force drivers to stay on the pavement.

Mr. Haskett stated garbage trucks are going the wrong way down the alley that the turning radius will allow, so we will put a few obstacles in the way to hopefully correct it.

Mr. Berube stated Waste Management goes down most of the alleys the wrong way.

Mr. Boyd stated we can talk with Mr. Hawkins about that issue, and I think he can get that fixed. The alleys were designed to be one way for that very purpose because trucks need a larger turning radius, and the turning radius was put on one side only.

Ms. Kassel stated as you talk with them, mention that they drive at speeds significantly greater than the speed limit.

### **C. Dockmaster/Field Manager**

Mr. Belieff 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. LeMenager stated I prepared my own spreadsheet so we can see how often the boats are used. I am not proposing any changes at this time, but after paying \$12,500 to replace new motors, before we make any large capital expenses again, we need to take a close look at usage. There were 95 trips on the large pontoon in the past year, 58 trips on the small pontoon, and 76 trips on the fishing boat. We have a beautiful sailboat that has never been used. It is beautiful, but if you have any proposal for maintenance on the sailboat, my answer would be to sell it because it is not used.

Ms. Snyder stated some boats are six years old. Where maintenance might seem high, I do not think it is for the age of the boats.

Mr. LeMenager stated that is not my point. I am looking at the cost benefit. We have three motorized boats, and maybe we should have only one.

Ms. Snyder stated the two pontoons are used quite often.

Mr. LeMenager stated in the past month, the large pontoon was used once and the 16-foot boat was used 11 times. They are wonderful facilities and I know they are used, but when we add the cost of the dockmaster, this is a \$60,000 annual expense we have.

Ms. Snyder stated we need to invest some money, but I do not think it will be an ongoing cost, especially for these three boats that are used all the time. I think it will last a few years. We should have amortized the costs over several years. I do not remember a lot of maintenance costs before last year.

Mr. Evans stated there was a tremendous amount of discussion about the boats themselves at our last meeting and because they are aging and getting wear, we are constantly patching them. They break down a lot so there is a perception among the residents that they are not reliable, which has reduced the usage and impacts their usability. We have one of the most beautiful lakes in Florida. It is a tremendous facility. Is the lack of utilization not from a lack of desire but from the lack of confidence in boats? We need to understand the cause of lower usage. Mr. Golgowski was going look into that concept to give us some insight.

Mr. Golgowski stated I prepared a graph that shows two years of data. We examined the two pontoon boats and the 18-foot fishing boat, which is primarily for fishing. It is not considered to be a backup for the pontoons. The usage appears to be dropping, and there are a number of months when we had zero usage or less than 5 trips. We did not correlate that to the timing of repairs, but the boats were in the shop three times.

Ms. Kassel stated weather was a significant factor for the lower usage months.

Mr. Golgowski stated temperature also is a factor. Summer months get higher usage than in winter months. One boat gets used more when the other is in the shop. I think part of the reluctance is, even on a well-operating boat, you are very alone out there, and some people are not confident enough to be in that situation. One program we will be starting in January is a fishing contest to try to record the biggest fish to get people more involved with the lake. There may be other programs like sailing classes for the sailboat, which was purchased at the insistence of residents at that time. There may be other ideas you may have for activities at the docks to better utilize that resource. It is a tremendous resource for the community to have access to Buck Lake.

Ms. Kassel stated I mentioned previously that these are not commercial boats, so they are not quite as durable and they are older. I wondered if we could get into a lease

arrangement where maintenance is included and if that would be less expensive. One reason we spend money now is the boats are aging. Over the last year, they have needed a lot of refurbishment. I do not know the price differential would be with commercial boats or leasing versus maintaining them ourselves.

Mr. Golgowski stated these boats were purchased off the lot and we added pontoon guards to make them a bit more commercial and protect them. We have not looked into leasing boats yet.

Ms. Kassel stated Mr. LeMenager brought up the dockmaster and how much we are spending, but he spends a lot of time doing other things as well as working on the dock and checking boats in and out.

Mr. LeMenager stated I agree completely. We had discussions about swing sets or a skate park and what we want to spend our money on going forward. It seems at times that the boats are taken for granted. When we heard a proposal for another band-aid job on the boats, I started thinking about what we are actually spending out money on. As wonderful as the facility is, we had one month this year when the two pontoons were used a total of 20 times and the other months it is used less.

Ms. Snyder stated residents said they did not use them because of the condition of the boats.

Ms. Kassel stated they were previously regular users of the boats.

Mr. LeMenager stated this goes back a ways.

Ms. Snyder stated I do not think we can look at just the numbers.

Mr. Evans stated I think everyone brought up very good and valid points about trying to be financially responsible for the expenditure, and also analyze if we are utilizing this asset to the greatest level that we can. I do not think there is a quick, easy answer. This graph brings to light the impact to usage when it is in the shop, as well as weather. There are many variables, and we are looking for a recommendation when you look at all these issues. We have a huge investment in the boats and we have access to a great lake facility. I want to see how we can better utilize the facilities from a programming aspect with the boats that we have to get people to use them. Mr. Golgowski mentioned some options to get people more involved. I think sailing classes is a great idea or an early morning canoe trip.

Ms. Kassel stated we could implement conservation activities with the kayaks during the day or supervised ones in the evening.

Mr. Evans stated I think we can look at other programming opportunities to elevate utilization. Regarding commercial use, when you own your boat, you become more familiar with it, like you do with your car. As you drive it, you become a better boater. When we have people who are not familiar of do not use them often, things will break because of improper use of throttle and things of that nature. You have to accept that because you are not going to change it. You will have a higher level of maintenance that is directly related to infrequent operator use.

Ms. Snyder stated a couple years ago, we sold the wooden boat for about \$5,000. The solar boat is not used much. Has that been out of commission?

Mr. Golgowski stated it is available.

Ms. Snyder stated we also have sailboat and small fishing boat that are not used.

Mr. Belieff stated the small fishing boat is a good backup.

Ms. Snyder stated if we sold the unused boats, we could get maybe \$2,000 or \$3,000 toward the \$12,500 proposal. It is not good for a boat to just sit in the water.

Mr. Golgowski stated you are correct. I would like to try to keep building the program.

Ms. Snyder stated you do not get the value out of them by selling them, but it would be something to apply toward a large expense. If they will be used, I do not recommend selling them because we will not get full value from them.

Mr. Tome stated we are trying to get more activities on the dock and the boats. Fishing is something that came up in our discussions, to be able to have something at the dock that is recognizable and that will create some competition and recognition.

Ms. Snyder stated there are a lot of kids who love to go fishing.

Mr. LeMenager stated we received a proposal for the gate at the dock. One morning, my wife and I discussed the vandalism of the boats. We looked at this proposal and wondered why we dock the boats at the dock. Could we dock them 20 feet away and anchor them and Mr. Belieff takes a boat back to the dock? Would that help the issue of people walking down the dock and jumping onto the boat? Could we not moor them instead of opening money on a big gate?

Mr. Evans stated I do not know if we have authority to have mooring buoys in the lake. You also do not just drop an anchor and leave it there for days at a time, because the wind blows and the anchor will pull and you do not know where it will end up. What they use in mooring basins is a mooring buoy, which is a permanent anchor on a base. I do not know if we can do that. We have approval for a certain number of docks on the lake in the DRI.

Mr. Golgowski stated I do not recall if there is a restriction on that. The lake bottom is privately owned; it is not sovereign. We still may need a permit.

Mr. Boyd stated my bigger concern is the safety aspect of people transferring in and out of boats.

Mr. LeMenager stated we have a dockmaster who can do that. The thought was last thing at night he can moor them out and then bring them back in the morning to the docks, so they are moored only overnight. Now we will not have the problem of teenage boys lighting fires on the carpet.

Mr. Berube stated it is a great idea, but the batteries will always be dead.

Mr. Haskett stated it also does not prevent damage during the day if no one is at the dock.

Ms. Kassel asked when does damage occur? Does it occur during the daytime? I thought it occurred just at night.

Mr. Belieff stated damage occurs at all hours.

Mr. Golgowski stated that is a good point of figuring out how we will keep them charged if they are away from the dock.

Mr. LeMenager stated I was not aware we kept them plugged in overnight. It was just a thought.

Mr. Evans stated we need to address the gate, which we have been discussing for at least six months to help curb vandalism and other activities on the dock at night. We looked one time at putting several hundred feet of fencing to block off the entrance to the dock area, but they would go right around it or over it. then we looked at putting a gate on the dock that marinas have so they will have to wade in the water to get around the gate.

Ms. Kassel asked where would this be on the dock?

Mr. Haskett stated the red line on the diagram.

Mr. LeMenager stated I also thought about the gangway. Can that be raised or moved like a draw bridge?

Mr. Haskett stated yes, but it is not cost effective due to the weight of the gangway. The cost would be considerably more than repairs.

Mr. LeMenager stated I am trying to think about how it will look. You can stand at the round-about and look at the lake, and it looks very nice. My only concern in putting a gate there is that it will detract from the view.

Ms. Snyder asked will the proposed location block them going to the canoes and kayaks?

Mr. Haskett stated no.

Mr. Berube stated it will basically block off the floating dock and that boats attached to it.

Ms. Kassel stated they have not damaged the canoes and the kayaks. Option A is with mini mesh and Option B is ornamental steel and it is less expensive than Option A. There is no indication of the height. It looks to be about 8 feet plus the angle.

Mr. Haskett stated it is a little over 8 feet including the angle.

Ms. Kassel stated I wonder if there is something that is less forbidding looking that will still be effective and will still have a view through it.

Mr. Haskett stated the design is what I submitted to Chapco and they came up with the pictures. They use this at the airport to control people from accessing their property, and it will do the job.

Ms. Kassel stated it is not that dissimilar from what we have in the front, but the reason it will look forbidding is because it is higher.

Mr. Berube stated if it is not tall enough, they will go over the fence.

Ms. Kassel stated I am looking for something a little more attractive and less forbidding.

Mr. Haskett stated Option A is mesh, shown in the black and white picture. Option B is chain link, which people can climb over, even with the angle on it.

Ms. Snyder stated I have seen these at boat yards and people still get in the yards. How will we keep kids out if they live here and know the combination?

Mr. Haskett stated they will not have the combination; only the dockmaster will have the combination. It will always be limited access.

Ms. Snyder stated I think that is good.

Mr. Belieff stated having a gate on the dock will solve a lot of problems.

Ms. Kassel asked are there other options for the design?

Mr. Haskett stated there might be, but this was the only thing I was able to find in my research.

Ms. Snyder asked people can still fish without having the dockmaster?

Mr. Haskett stated that is correct; it is an 8-foot section right before the ramp to the dock.

Mr. Evans stated I think it looks pretty nice. The ones I have seen at other marinas are chain link, and this is a much better look.

Mr. Berube asked do you have a sense of how much we have spent to repair vandalism? We are looking at a \$3,000 cost to prevent vandalism. Have we had \$3,000 of vandalism in the past year or two?

Mr. Golgowski stated yes, those control panels are \$800 to \$1,000 that have been replaced. We have had wiring replaced from the controls back to the motor, and a fire was started on the new carpeting.

Mr. Evans stated we also have to factor in from a safety standpoint that it is an attractive nuisance.

Ms. Snyder stated I think we should do it.

Mr. Berube stated I like the mesh because it looks softer.

Ms. Snyder stated I propose that we do Option B.

Ms. Snyder moved to proceed with Option B for a mesh gate at the floating dock, in the amount of \$2,950, as discussed.

Mr. Evans seconded the motion.

Mr. Evans stated we have talked about this for months. Staff has provided any number of proposals in discussing this with contractors to limit damages to the boats.

Ms. Snyder stated we have to do something.

Mr. LeMenager asked if it is ugly, can we take it down?

Mr. Evans stated yes.

Upon VOICE VOTE, with all in favor, approval was given to the above motion.

**D. Landscaping – Luke Brothers**

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

Mr. Shafer stated I will be the new account manager for Harmony. We completed installing the sod, and we are beginning to mulch and do detail work and pruning shrubs. We have a full-time pest control applicator on staff, as well as an irrigation technician on staff. We have hired four additional members to help with mulch.

Mr. Couch stated I am taking over as branch manager. Mr. Nicholson has moved to a sales role within the company.

Ms. Snyder asked how often are you testing the sprinklers? I may have seen you testing them the other day around the circle at Five Oaks going to Cat Brier. There were quite a few that were broken.

Mr. Shafer stated we are to do that monthly, and we just completed this month's inspections. We have a list of repairs that we are going through with Mr. Haskett.

Ms. Kassel stated what I tried to report this morning was a gushing of water in the dog park. Was that dealt with today?

Mr. Shafer stated yes, a main line broke overnight.

Ms. Kassel stated in case anyone wants to send their regards, I spoke with Mr. Nicholson regarding this landscaping proposal, and he had a heart attack. We know him and we like him so we want to wish him well. He just got out of the hospital on Saturday, and he is relieved of duty for now.

Mr. Couch stated I will be here permanently and Mr. Shafer will be onsite on a daily basis.

**E. Aquatic Plant Maintenance – Bio-Tech Consulting**

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

**F. Developer**

Mr. Haskett stated I distributed a proposal from A Cut Above, who is our arborist that we used last year. I met with Hank last week and he suggested items 1 through 5. I highlighted items 1, 2 and 4 and I recommend we utilize his services for those three items, which we can schedule for January. The budget for this R&M-Tree Trimming

Services is \$15,000, and these total \$7,800. Item 3 has been address by Luke Brothers and item 5 is included in the Luke Brothers' contract and will be addressed throughout the year.

Ms. Kassel asked do we expect there will be any additional cost for this?

Mr. Haskett stated there is nothing he has proposed to do after we perform these services, but we will not know if we need his services in the future, if a hurricane comes up, for example.

Mr. LeMenager stated item 1 addresses removing sucker growth, and I thought it was Luke Brothers' job up to 10 feet.

Mr. Haskett stated that is included in the contract with Luke Brothers but it is not quite the right wording that Hank used. Item 1 is trimming trees as stop signs at intersections. He specifically mentions sycamore trees on Blue Stem and Brackenfern, because they grow more rapidly than the rest and we wanted to trim them again, even though they were trimmed last year.

Ms. Kassel stated the first sentence for item one is trimming on common area trees to remove sucker growth, clear roadway signs and roadway lighting. Does that mean all common area street trees? It is not indicated in the first sentence. The next sentence mentions Blue Stem and Brackenfern.

Mr. Haskett stated I can get clarification.

Mr. LeMenager stated that is my only concern because Luke Brothers is responsible for up to 10 feet, and this firm is about trimming the canopy.

Mr. Berube stated all of our roadways signs are under 10 feet tall.

Mr. Boyd stated that is correct.

Mr. Berube stated clearing the roadway signs should be handled by Luke Brothers since the signs are under 10 feet.

Mr. Boyd stated my guess is they are 8 feet tall. I would be surprised if they are taller than that.

Ms. Kassel stated the lamps on the street lights are taller than that, and this proposal also addresses street lights.

Mr. Haskett stated similar to last year, this is for tree trimming service. Because we have so many trees, he charges by the day for a certain number of arborists. I am confident we will get our money's worth, but I will get some clarification from him so

they do not duplicate work efforts with Luke. I am sure he knows his scope, but it is just the wording he provided. I would like to get this work scheduled for January.

Mr. LeMenager stated I am happy to give the authority as long as our concerns are addressed and now is the time to do that work.

Ms. Kassel stated I am concerned that the Board does not know what this includes. I do not want to give approval until we know what it includes. Item 1 is not clear to me. For item 2, I would like to know what boundary of property means.

Mr. Haskett stated that is the perimeter of the U.S. 192 fence area.

Ms. Kassel stated I would like that spelled out in the proposal. The perimeter of property could be the whole boundary or it could just be the U.S. 192 area. The same thing for item 4.

Mr. Haskett stated I can get it corrected and provide it at the January meeting.

Mr. Tome asked would it be possible to approve this item and give the Chairman authorization to sign off on the proposal, subject to these comments being clarified and that language being added? As long as it is and if it meets the price, that the work can be done before next meeting so that we can get them scheduled?

Mr. LeMenager stated I am amenable to that.

Ms. Kassel stated I am not sure how that works.

Mr. Moyer stated the Board can authorize Mr. Haskett to proceed, subject to him sending a clarifying email to you. If any of you has a concern, you will notify me of your concern, and I will instruct Mr. Haskett not to go forward and we will discuss it in January. If you do not have a concern within a few days of the email, then Mr. Haskett would be authorized to proceed.

<p>On MOTION by Mr. LeMenager, seconded by Ms. Snyder, with all in favor, except Ms. Kassel, approval was given to the proposal from A Cut Above for items 1, 2, and 4, subject to clarification of the scope provided to the Board and without further concerns or questions.</p>
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Ms. Kassel stated I understand your desire to get this work done in January but I do not feel the proposal that was presented is specific enough.

Mr. Haskett stated if we have them out here that many days, we will get our money's worth. It may not be a specific tree that we are confirmed on, but they are out here trimming trees.

Mr. Berube stated we will have an email clarification and you should ask him what you want clarified.

Ms. Kassel stated I would like 9 days to review the email. I would like clarification for item 1 on common area trees. Is that all the common area trees throughout the community? Item 2, I would like to have him specify the boundary and the extent of the boundary. Item 4 talks about roots but it does not tell us where they propose to do the work.

Mr. Qualls stated you had a motion and that motion passed, subject to Mr. Haskett sending the clarifying email.

Mr. Evans stated I understand everyone's concerns. Mr. Haskett is looking at it from a timing standpoint so he can get it scheduled. Ms. Kassel wants to be sure the scope is well defined so that we get our money's worth. Mr. Haskett has already said that they will be paid for a certain number of days on this scope, which is somewhat general in nature but it is within the scope of things that have to be done. I understand that mechanism. In the spirit of moving forward, we have to get on their calendar. We will get specifics and the Board approved by a vote of 4-1 to grant a conditional approval that Mr. Haskett will provide clarification and expand the definition of the scope.

Mr. Haskett stated I can provide a map similar to what we had last year to highlight the areas to be addressed.

Mr. Moyer stated keep in mind that Mr. Haskett is not bound by the Sunshine Law and you can talk to him. When you get the email, if you still have a question, I strongly suggest you meet with him individually to answer your concern.

## **SIXTH ORDER OF BUSINESS**

### **Supervisor Requests**

Ms. Kassel stated I would like to discuss the landscaping proposal that was revised last month. I would like to start with the individually numbered beds and areas, which is the last item, and move backwards on this throughout the year as we feel our budget allows. This first phase would be \$3,726.95 for beds along Cat Brier, which are the oldest and need the most help. Mr. Nicholson suggested we not plant until the second half of February or early March to avoid frost damage. We will reevaluate in May to see if we should continue with some of the other areas and phase it in. Each phase is under \$4,000. The second phase is \$3,700, the third phase is a little more than that, and the fourth phase is just over \$2,000. I would like to move forward simply with phase 1 in February. If

prices still stand, we can review the next phase in May. If we feel it is appropriate, we can approve the next phase.

Mr. Berube stated you are breaking this into quarters.

Ms. Kassel stated that is correct.

Ms. Snyder asked have we designated money for this?

Mr. Evans stated no. As I understand it, you want to approve this with implementation of stages, which is one concept. The other concept is to approve it in phases.

Ms. Kassel stated that is what I mean. If we are stuck financially, we do not want to feel obligated to move ahead with this if it will cause increased assessments for residents. I want to propose that we do phase 1 only at this time and review it again in May to consider the next phase. I do not want to approve all four phases and just start with the first phase now.

Mr. Evans stated this comes back to our earlier conversation. Do we want to spend money now on flower beds? We do not know what the future holds and we have a really tight budget. Do we want to wait until further into the fiscal year and reassess it then or spend money this early in the fiscal year? The same arguments we raised last month still hold true today.

Ms. Kassel stated we have a certain amount of money in unscheduled maintenance under several budget line items. There is also a contingency category.

Mr. LeMenager stated I support doing the first phase. It is not a huge expenditure.

<p>Ms. Kassel moved to approve the first phase of installing flowers as described in the revised landscaping proposal, entitled "individually numbered beds and areas," to be installed the end of February or the beginning of March, in the amount of \$3,726.95.</p>
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Ms. Snyder asked where is that money in the budget?

Mr. Moyer stated for shrub care, we allocated unscheduled maintenance of \$3,000, and there is a similar amount for unscheduled maintenance in ground cover.

Ms. Kassel stated so we have \$6,000 available for this.

Mr. Haskett stated the Board discussed at past meetings replacing street trees, which also needs to be taken into consideration when talking about miscellaneous

contingencies. There are 34 trees to be replaced that the Board has committed to at past meeting, which is in the amount of \$350 to \$400 per tree.

Mr. Moyer stated there is a miscellaneous contingency of \$20,000 for everything.

Mr. LeMenager stated we budgeted \$15,000 for the arborist and he has only proposed \$7,800 this year.

Ms. Snyder asked when will the trees be replaced?

Mr. Haskett stated they can be replaced anytime.

Ms. Kassel stated we can phase them in, too.

Mr. Berube stated at \$500 each, that is \$17,500 for the trees.

Mr. Haskett stated that is why they have not been replaced yet.

Mr. Evans stated we discussed whose responsibility it was for replacing these trees, and the District has the right but not the obligation to replace certain trees in front of certain location. The District determined that, to maintain cohesive and the landscape design, we will take on the responsibility to do that replacement, but at the time, we did not have it in the budget.

Mr. LeMenager asked did we budget for that this year?

Mr. Evans stated we have \$10,000 in miscellaneous services and \$15,000 tree trimming services that we committed to spending half. That is not quite enough to replace the trees.

Ms. Kassel asked how many of the trees are at homes that are not occupied?

Mr. Haskett stated about half.

Ms. Kassel stated we will not replace them until the properties are occupied. Now we are talking less money. We budgeted monies for what I am proposing but not for trees; we want to replace the trees but we can phase that in similarly to what I am proposing for landscaping.

Mr. Berube stated I think we need to be careful what we do with the trees. The idea of replacing the trees is to make the community look good. If we are putting in half and leave half of them out, we are only halfway to our desire to replacing the trees.

Ms. Snyder stated the homes that are not occupied are also not irrigated.

Mr. Berube stated I am more in favor of flowers now than the trees. That is not to disregard the need for the trees, but we need to think about our plan for the trees.

Mr. Haskett stated trees are a County requirement.

Ms. Kassel stated I think we can phase in the trees just like we are proposing to do for the landscaping.

Mr. LeMenager seconded the motion.  
Upon VOICE VOTE, with all in favor, approval was given to the above motion for phase 1 of installing flowers in plant beds, as discussed.

Mr. Evans asked where will it come from, miscellaneous services?

Ms. Kassel stated it will probably come from both shrub care and ground cover.

Mr. Moyer stated yes, from the unscheduled maintenance monies for those line items.

Mr. Berube asked for the interactive fountain at Lakeshore Park, does it have a timer?

Mr. Haskett stated yes.

Mr. Berube stated it is running at night.

Mr. Haskett stated it is scheduled to come on two to three times a night for 15 minutes so the chlorine levels do not build up.

Mr. Berube stated it is running on its normal cycle at 8:00 p.m.

Mr. Haskett stated I can check the timing and adjust it. It should not run through its normal cycles. I will check it and correct it if necessary.

Ms. Kassel stated daylight savings time may have affected the timer. One of the valves on the outside ring was not working properly.

Mr. Haskett stated I noted that and I will get it corrected.

## **SEVENTH ORDER OF BUSINESS**

### **Audience Comments**

Ms. Pam LeMenager stated regarding the boat gate and some of you do not think it is attractive, perhaps if it came in brown or green, that would make it more attractive. I would like to talk to Mr. Moyer on the legislative concerns. Who first noted these changes were being proposed?

Mr. Moyer stated Mr. vanAssenderp sent me an email.

Ms. LeMenager asked he contacted you and you approved him going forward?

Mr. Moyer stated no, I consulted with Mr. Evans.

Mr. Evans stated I approved him moving forward. As the Chairman, I can authorize legal counsel to move forward on issues of concern to this District.

Ms. LeMenager asked even though you may not be aware of how much it might cost?

Mr. Moyer stated you never do know that.

Mr. Evans stated we do know the repercussions. We discussed this issue and I do not think Mr. Qualls has shared the full extent of how damaging this proposal is.

Ms. LeMenager stated I know it is important to address, but I was wondering if something of that cost had to be brought to the entire Board for approval.

Mr. Evans stated I have authority to authorize them jump on it. When we found out about it, there were meetings already in process and there was draft legislation already in process.

Ms. LeMenager stated I just wanted to make sure proper procedure was followed.

Mr. Moyer stated by law, Mr. vanAssenderp cannot participate as a lobbyist unless he has a client, and there was some urgency that we enroll him as our lobbyist.

Ms. LeMenager stated that is fine. I was looking at the procedure, and it was followed.

A Resident stated as far as using the boats, it is my understanding that we are to call the District office to reserve the boats. The main reason I have not reserved one is we live in a digital age, and it is difficult to pick up the phone and call in a reservation. My suggestion is to be able to book it online, like you can do for a hotel. It is a quick way to see if someone has booked it for that timeslot for the boat. My suggestion is to do that to get more people to use the boats. I would love to use the boat with my son, but sometimes it is a last-minute suggestion and I do not want to pick up the phone and call someone.

Mr. LeMenager stated you can simply call Mr. Belieff if you have your deposit already in.

The Resident stated my kids text constantly. When I am at work, my phone rings constantly and it is a pain to have to make a phone call to reserve the boat. It is much easier to do it by computer.

Mr. Ray Walls stated I want to congratulate Mr. Berube; you will be a great representative. I want to thank the Board for holding meetings in the evening to give us those of us who work an opportunity to attend. The boats are my favorite facility. I try to use them as much as possible. One thing you might want to look at in the analysis is when the deposit was implemented, usage was reduced. If usage has gone down and the problems or damage have also decreased, you might want to look at that. It is discouraging to call to reserve the boat and it is damaged. I think the gate is a great idea.

Mr. Golgowski stated I would like to speak on behalf of our staff—dockmaster, Luke Brothers, Bio-Tech—I would like to schedule them earlier on the agenda since they have to be here early in the morning.

Mr. Evans stated yes, we can do that.

Mr. George Schiro stated I would like it to be noted that an audience member spoke up prior to the official Audience Comments section, and those comments were acted upon by the Board. I think that shows flexibility and it is a terrific sign for the future. I also notice that we have a new Board member. Is Mr. O'Keefe no longer a Board member?

Mr. Evans stated that is correct.

Mr. Schiro asked can you describe the process under which the new Board member was selected?

Mr. Evans stated once a vacancy occurs, the remaining Board members appoint someone to fill the balance of that term. Two nominations were made and Mr. Berube won the vote.

Mr. Qualls stated Section 190.006(4), Florida Statutes, states that if during the term of office a vacancy occurs, the remaining members of the Board shall fill for the vacancy by appointment for the remainder of the unexpired term.

Mr. Schiro stated I wanted to make sure it was voted on by the entire Board. It was mentioned that work was being done on the ponds. The pond in Birchwood is still very nasty and filled with algae. It is better than it was a month ago, but it is still nasty. I do not understand how the CDD Board spends over \$100,000 for maintaining the golf course ponds. I know the golf course says these ponds are for the benefit of the residents, but why can the developer not maintain its own ponds? I suspect that if the CDD stopped paying for the maintenance of the golf course ponds, the developer would pick that up and it will save a lot of money for the CDD. We are also talking about maintenance of the trees along the border of the property. These trees are not in residential areas, and if the CDD chose not to spend money maintaining those trees, the developer would pick up that cost because they need to sell houses. They do not want those trees looking bad. I wish the Board would seriously consider letting the developer pick up these costs because it will save residents tons of money if that were to happen. Is it correct that Buck Lake is not on CDD property?

Mr. Evans stated that is correct.

Mr. Schiro asked is the dock on CDD property?

Mr. Evans stated no, the District has a license agreement to utilize those facilities.

Mr. Schiro asked who owns those facilities?

Mr. Evans stated the development company owns the lake.

Mr. Schiro asked is that true of the dock, as well?

Mr. Boyd stated the dock was constructed by the District.

Mr. Schiro asked who owns the land on which the dock resides?

Mr. Evans stated the developer owns the land. The license is like an easement agreement.

Mr. Schiro stated the point is the developer has given residents permission to use Buck Lake and the land where the dock is.

Mr. Evans stated under provisions of the use agreement.

Mr. Schiro asked when will the developer open up the Harmony horse amenity to all residents?

Mr. Evans stated I am not going to address that issue.

Mr. LeMenager stated it is not a CDD issue.

Mr. Schiro stated I am asking the CDD.

Mr. Moyer stated it is not a CDD issue.

Mr. Schiro asked how is it that we can use Buck Lake?

Mr. Moyer stated we have a license agreement.

Mr. Schiro asked how do we get a license agreement to open up the horse amenity?

Mr. Moyer stated it takes two willing parties to enter into an agreement.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

The meeting adjourned at 7:45 p.m.

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Gary L. Moyer, Secretary

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Robert D. Evans, Chairman