

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, April 29, 2010, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls (<i>by phone</i>)	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Engineer: Woolpert
Thomas Belieff	Dockmaster
Mike Couch	Luke Brothers
Greg Gologowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Jason Shafer	Luke Brothers
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 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 March 25, 2010, Meeting

Mr. Evans reviewed the minutes of the March 25, 2010, regular meeting, and asked for any additions, correction, or deletions.

Ms. Kassel stated at the bottom of page 18, Mr. LeMenager commented that he does not think it adds anything aesthetically pleasing to have those columns in that little park and my reply is indicated as "I think so." I think it does add something, and it appears as it is written that I agree with Mr. LeMenager, and I want to clarify that I was not in agreement with Mr. LeMenager's comment.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to the minutes of the March 25, 2010, regular meeting, as amended.

THIRD ORDER OF BUSINESS

Subcontractor Reports

A. 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. Berube stated I would like to distribute some photographs that I took that are numbered. Photographs 1, 3 and 4 denote fertilizer left in the street, shown by all the brown spots. It starts at the Harmony School and goes to the dog park, which is more than a mile of fertilizer spread in the street. I watched it being applied and no one blew it away. These photographs were taken the following day. Photograph 3 is on Schoolhouse Road near Cat Brier, and in the center of the picture, it shows white dust remaining, which is two days after fertilization. These are fertilizer stains in the road. In and of itself, it is not a big deal, except that is two feet from the storm drain that goes into our ponds. I pointed this out to Mr. Shafer a couple weeks ago and he was apologetic, but they are not cleaning up after fertilization.

Mr. Evans asked when you noticed it was being left in the street, did you notify the management company or Mr. Haskett?

Mr. Berube stated no, I did not realize it would be a problem. It happened at 3:30 p.m. and I followed up the next morning. I made no notifications other than to Mr. Shafer several days later. Photograph 2 is weeds growing in the Estates ponds and the Lakeshore Park pond areas on April 7. Those weeds are an average of 12 to 15 inches tall. As far as I can tell, there has been no treatment of the weeds since it has been mowed and they have grown back. Photograph 6 is an entrance to Lakeshore Park. Photograph 5 is on Schoolhouse Road and there are weeds in the CDD right-of-way that is maintained by Luke Brothers. Since then, it has been mowed but there has been no effort to eradicate the weeds. As far as I can tell, there has been no treatment of weeds by chemical means. They are just mowed over and left as they appear today. There are several photographs of Lakeshore Park. There are weeds growing inside tree rings. Weeds have not been moved from between all the bushes, and most of the grass is untouched. Photographs 12 through 15 show widespread areas of dead grass, untouched weeds, and weeds growing through

plant material. There are probably 50 trees that remain unmulched, and at least 15 large planter beds that remain unmulched. The contract calls for mulching between November and March. Photographs 15 through 17 show widespread areas of maintenance problems. Photograph 15 is Five Oaks Drive east of the Swim Club on the north side of the road. It is not a small area; there is probably 5,000 square feet of dead sod. There are more pictures of the same things in various areas. The planter beds are largely untouched. Luke Brothers was here the past two Mondays trimming the faxahatchee grass. They are not trimming muay grass, of which I am aware. Aside from the tree rings that are not mulched, for the last four meetings, Mr. Shafer and I have had personal conversations about three trees that are unmulched across from the sales center. We spent two hours in his truck several weeks ago, and we stopped at those three trees and I pointed them out to him. As of today, those three tree rings are not mulched. It has been five months with specific attention to three specific tree rings that need to be mulched, and they are not done. As you can see in other photographs, weeds continue to grow in planter beds and around tree rings. All of the photographs are dated. Photograph 30 shows an example of trees near the golf course. Going down Five Oaks on the golf course side, the trees along the street are mulched. Everything back between the first row of trees on the street toward the golf course is virtually untouched, and they have not been mulched. This is an example of the sod that is decaying. None of those beds have been mulched at all. Weeds are growing. The photographs of the dog park show the condition a week or so ago. Photograph 37 shows their trimming efforts on faxahatchee grass. Luke Brothers was here Monday and trimmed the faxahatchee grass. Normally when you trim this kind of grass, you pull it in tight and cut off the top, which is called dead heading. I watched their staff trimming this grass, and they trimmed it all wild and did a poor job of trimming this grass. Photograph 39 shows more faxahatchee grass that has been scalped almost to ground level. Over and over it is the same thing. Wherever you look, there are deficiencies in the landscaping. They are to pickup trash in the trash cans three times each week: Monday, Wednesday and Friday. That is 156 times in a year pursuant to the contract. Photograph 40 is related to an attempted arson in the Estates Sunday night. I noticed the trash sitting on the sidewalk just like this picture portrays. That trash was still outside the dog bin Wednesday morning. No one had touched it. By his own admission, Mr. Shafer said he has a trash crew of a couple guys here on Friday picking up trash, and

that is not three times a week. It is not getting done three times a week. People are complaining that the doggie bins stink, and I can understand why. The last picture, photograph 41, was taken yesterday morning in the large dog park. Last month, Ms. Jane Christenson asked Mr. Shafer about the blackberry bushes growing on the left side of that picture. There are hundreds of them, and blackberry bushes have big thorns on them. Mr. Shafer said they will cut back the area by the fence and treat it with Round Up, and it is still untouched. The contract is very specific. There is a level of services that are to be performed. It is clearly defined, and Luke Brothers is deficient in every area of that contract. The biggest one is they are supposed to give the property manager daily or weekly work reports of what they are doing. For things like fertilizer, they are to provide an invoice of what they purchased, how much they purchased, and what areas it was applied to. I do not think any of that is happening. The contract clearly says two weeks after notification by an official of Harmony CDD to fix deficiencies, and we are clearly beyond that. We are in serious trouble with this contractor. Mr. Shafer called me two Mondays ago and said my words were well heeded, and he said there would be 30 crew members. I counted this week and there were 18 people on Monday. The rest of that week, there was never anymore than five people. The following Monday, there were 13 guys here exclusive of Mr. Shafer, and every other day this week, I have not seen more than five. Today I saw three, and they were planting annuals. There may have been more, but I looked three times today and I only saw one truck with three crew members. We cannot maintain this project with three or five people a day. They are so far behind on everything we pay them to do, and we are not getting anywhere. I cannot tell if it is a financial problem but there are not enough people here doing the work most of the time. I have to think they are bringing in staff from other projects on Mondays. Mulching is not anywhere complete and it is to be complete by March. All the faxahatchee is to be done pre-spring and it is not done. We provided them with Ms. Kassel's additional bed upgrades to be completed by March, and that has not been done yet. As far as I can tell, they are deficient in everything.

Mr. LeMenager stated thank you for an incredibly thorough job. Driving down Schoolhouse Road, I was shocked to see there are 10-inch to 12-inch weeds growing up in front of houses. That is a minor point. We have a huge investment in our soccer field and I do not think they have done anything on that field for months. It has gone to seed,

and it is developing weeds. We spent \$80,000 of the public's money to build that field, and we are being charged \$2,916 each month to maintain it. I do not think we have received \$.10 worth of value in the last two or three months.

Mr. Berube stated the contract calls for mowing and maintaining that field 72 times a year.

Mr. LeMenager stated I live across the street and no one has done anything. It is a serious investment.

Ms. Kassel stated Luke Brothers took over in May last year. They had a number of months that it took them to catch up. They caught up by September and were fine over the winter, but things started to go downhill in February. This is the time of year when the volume of work increases because it is the growing season. I understand that they have had some personnel issues and some bad luck in terms of applying fertilizer and having a lot of unexpected rain that resulted in a lot of growth. I agree that there is a fair amount of their scope of work that has not been completed. I agree with Mr. Haskett's recommendations on the invoice. I think what Mr. Berube is implying is that we should fire them.

Mr. Berube stated yes. The contract comes up in September. Mr. Shafer came here in December shortly after Mr. Tim Nicholson left, and the change started at that time. When Mr. Nicholson was here, we saw him in the field with his project manager, Robert, and they had 10 to 12 people here on average at any given time four days a week. I do not know what happened at that time, but I think they are cutting labor costs. The labor went downhill quickly with the change in project managers. I do not know if there is a field supervisor watching what the guys actually do. When I saw how the faxahatchee grass was left, I have to believe no one followed up to see how they trimmed it. When you drive by at 20 mph, it does not look bad. This is a walking and biking community, and at that vantage point, it looks very bad. This has been going on for months. Mr. Haskett has had multiple meetings with Mr. Shafer and Mr. Couch, and the end result of that was nothing. I was not getting any attention either until I threatened that this month's bill was going to come up for non-payment. Now things started to happen the last two Mondays, but all they did was trim some faxahatchee grass but they fell behind the rest of the week. You cannot manage this project with four to five people, four days a week.

Ms. Kassel stated one of the reasons we hired Luke Brothers, when comparing them to the other companies that submitted bids, was their staffing levels were higher than the others. I do not count personnel. I see them around the neighborhood, and it seems like there are a lot to me. I am not in favor of firing them immediately, but I want to let them know what the deficiencies are, and if they are not corrected by next month, then we will take a much harder look.

Mr. Berube stated they have not been performing to contract for months. They accepted that contract. We have to decide if we are going to enforce the contract or not. If we are not going to enforce the contract, then we have a problem because we let it slide, and we are letting it slide now. They are supposed to mow the soccer field 72 times a year, and it is not happening. They are supposed to mow the turf 42 times a year. They started mowing earlier this week and so far, they have not completed the whole property. In addition, they started mowing St. Augustine at 2-inch levels as measured with my tape measure the day after they mow, and it is supposed to be 3 inches by contract. Some areas they cut so short that it is scalping. I checked 10 different locations. I watch them mow and I measure it the next day. I understand the reason why, because if you mow it at two inches, it gives you more time before it looks terrible. It is a game being played here. You have to read the scope to understand how far behind they are. I do not think we should pay them this month. I think there is \$50,000 worth of damage that needs to be replaced, mainly large dead areas of sod.

Ms. Kassel stated when they started, they inherited a problem from REW because REW had not been treating for chinch bugs. Luke Brothers replaced large amounts of sod at their expense. That was not something they were obligated to do.

Mr. Berube stated when they took over, there was a negotiation between the two contractors. REW did some repairs and left the property in a certain condition, but Luke Brothers took it over in what they termed were acceptable conditions. No landscaper would take over a place that is degraded and accept it that way. I agree they replaced a lot of sod, but they did not have a full-time pest control person and they missed the chinch bug problem. They started treating chinch bugs and they agreed to replace the sod at their own expense. That is separate from where we are at today. They are falling behind day after day, and they are not making any progress. They need 15 to 20 crew members here every day, four or five days a week. I am still not sure they will get caught up. We are

well behind. We have been paying them on a contractual basis and we are not getting what we pay for in full every month. I think that needs to stop. If we do not take strong action, we will face the same issue next month.

Mr. LeMenager stated I agree with a number of things you have said. It is not personal at all toward this staff. You are extremely pleasant people with terrific demeanors. I think everyone appreciates the professionalism of yourselves and your staff as you go throughout the community. If we look at the original proposal, there are a lot of people who are supposed to be here who are not. If you look at the itemized way in which the contract was put together, there is a cost associated for each mowing. If you skip mowings, why are you billing us? We have unit pricing so we should be able to appropriately deduct those amounts. If you are only doing two mowings, then you should bill us for two mowings, not four.

Mr. Evans stated you have brought up some good points. They were very specific and very factual, and in great detail about the concerns. There has been communication on our side to relay those to the contractor.

Mr. Berube stated I have a copy of the contract with your firm and the CDD for landscape maintenance. Do you have a copy?

Mr. Shafer stated yes.

Mr. Berube asked you know what it says?

Mr. Shafer stated yes. We had a bad month this month due to a lot factors, including excessive rainfall. We started out with good intentions with fertilizing all plant material in February. Not only did it invigorate the plants for the spring flush, it also had the same effect on weeds and turf. We started fertilizing turf and it started growing too fast with the rains. There are some areas in Harmony that we are mowing twice a week, particularly Cat Brier to the round about. Before the Dark Sky event, we pruned all the plumbago, and today it has 18-inch growth. We also had some employee problems. We had to let some go, some quit, and they were all replaced in a timely manner. Our staff is at 14, four days a week.

Mr. Berube stated I rode around the whole place three times today and did not see 14 people.

Mr. Shafer stated today there were only three.

Mr. Berube asked where are the other 11? This is a huge problem.

Mr. Shafer stated the biggest problem is our pest control operation. We have gone through two of them. I have always said that you do not meet the real individual at the job interview; you meet them a week or two later when he is working, and this individual was an example of that. This person had a great work history and references, but he is the individual responsible for leaving the fertilizer in the street. This is the only instance that has happened because I checked on him every day. That was the one day I did not, and he spilled fertilizer and did not clean it up. That was an isolated incident. Another staff member and I have stayed late twice to blow off the fertilizer from the roadways since this individual did not do it. We talked with him, and he did it again. That individual was terminated rather quickly. I have a new pest control operator and he is out working now. Not only were we under pressure from the weeds and the weather, and he was here only a short time, but in that short time, he set my program back quite a bit, which explains the weed problem. It is being rectified. We have made great strides in the past two weeks on mulch. We have several areas to do, but we will be done next week. Mr. Couch is providing labor from Orlando. He is helping me as much as he can. Getting that far behind, it is hard to dig yourself out of a hole, but we have not stopped trying and we will not stop. I believe our staffing issues have been solved. It is extensive to hire someone at Luke Brothers—we perform a drug test and a criminal background check, and these things take time. It took me most of this month to train new staff. We have people who do not know the property and they missed one trash can.

Mr. Berube stated you told me you collect trash only on Fridays. The contract says three times a week. You told me yourself that you have a skeleton crew here on Friday and they are here to pick up the trash.

Mr. Shafer stated we pick up trash three times a week on Monday, Wednesday and Friday.

Mr. Berube stated that is not what you told me.

Mr. Couch stated I think Mr. Shafer's comment was misinterpreted. We have a skeleton crew doing only trash on Friday, but they are also here Mondays and Wednesdays.

Mr. Shafer stated Mr. Couch and I met with Mr. Haskett and we came up with a plan. I feel we will be close at the end of this month.

Mr. LeMenager asked why did you have only three people today?

Mr. Shafer stated we used to do one other property in this area on Thursdays, and half the crew goes to that other property. That problem has also been solved since it is now being done out of Mr. Couch's office.

Mr. Evans asked does Luke Brothers have the resources to ramp up this project, with everything else you are doing?

Mr. Shafer stated yes.

Mr. Evans stated I have heard a couple things over the past few meetings. One is having new employees, which we all have experienced. Landscaping is not an easy job, and it is not easy to find people willing to work in that industry. It is labor intensive and it is a balance of finding people who can safely operate the machinery. We understand that, but as you said, you have dug yourself a hole and now you have to figure out how to get out. If you commit the same resources that you normally expect to have out here on a daily basis, you will stay at the same level in the hole. Does Luke Brothers have the additional work force to commit to this project for the next two to four weeks to bring the project back up to standards? It seems that manpower is the issue, competent and capable manpower.

Mr. Couch stated the biggest part of the labor situation is getting people here. Because we have such extensive background checks, it is hard to keep people. Some test results can take weeks, and it takes a long time to get someone hired. We are working on getting staff hired. As far as resources above and beyond what is out here, we have already started to do that. We have been communicating with Mr. Haskett. We had an additional 17 or 18 people above the 14 employees that were out here, so I am not sure how Mr. Berube got his numbers.

Mr. Berube stated I go out and drive the whole property, and I count the people. I have been watching what is going on, trying to figure out what the problem is, and your numbers are not correct. Mr. Shafer said there was a staff of 14 and I said there were three, and he just admitted that my count was right today. I am right about the count every day, and the only day you have had extra people here have been the last two Mondays. I am spending \$45,000 of this community's money every month, and there are no reductions in your bills. I am very excited about this. All I hear is that you are working on it, but I do not see it. I see a big crew here on Mondays and not the rest of the week.

You are falling farther and farther beyond. We are not getting what we are paying for, and that is a huge issue.

Mr. Evans stated this really is a manpower issue. Does Luke Brothers as a company, not a project or a division, have the manpower resources to commit to this property? I do not mean for a day or a couple days. It may take a week or two months to get you were you need to be.

Mr. Couch stated yes, we have the resources.

Mr. Evans asked do they have the willingness to commit those resources?

Mr. Couch stated yes.

Mr. Shafer stated the biggest problem was that I was not asking for help soon enough.

Mr. Evans stated I understand the thinking of wanting to resolve it on your own, but this issue has been raised repeatedly. There are a lot of people who are upset throughout the community, and we see it and hear it every day. We want to figure out what we need to do on both sides of the table to accomplish the ultimate goal, which is to bring our landscaping back up to the level of expectations from both sides. I think there are things we can both do to assist in that effort. It really boils down to manpower and supervision. It has to be more than what you have previously been committing to. We feel we are not getting what we are paying for, so we need to figure out how to fix that. If you do not have the resources, then you cannot commit to them. If you do have the additional resources, will you commit to them until this project is back to where it needs to be? It does not matter to me if it takes three months. I am not ready to terminate your contract. We want to work through this. It may be your corporate office telling you to watch your budget. Harmony was one of the best-looking communities in central Florida. Many other communities are going under because they do not have adequate funding, and we have adequate funding. We have committed the resources. We have allocated the resources that you need, and we really want to get back to where we believe we deserve to be. How many people for how long? This will not be a six-month process by adding two people every week because you will never get out of the hole. You may not be able to answer this tonight. If 14 to 15 people is the normal staffing level, will you add another 15 people for a month and then drop it to 10 until it is managed? Just adding personnel does not fix it. You still have to supervise those employees. I am looking for an action plan.

Mr. Berube stated at a minimum, I think they need 15 people here, verified staff members. If that means checking in and out every day, I think we need to do that. We need 15 people here five days a week until they are caught up, and those 15 people cannot be hiding out somewhere in the community and not working. When it is caught up to our satisfaction, then I think they need to commit to 10 people four days a week. In my observations, that is a minimum staffing level. It may not be enough, but it is more than we have now.

Mr. Evans asked once we get to the maintenance level where everyone is happy, do you believe the contractual obligation for the staffing that you have is adequate to maintain the project?

Mr. Shafer stated yes, 14 to 15 people is adequate.

Mr. Couch stated Mr. Berube suggested dropping the staffing level down to 10 once we are caught up, but we are planning to keep 14 to 15 people to make sure this does not happen again.

Mr. Evans stated you got behind but we need to have realistic expectations. Realistically, do you have personnel on the payroll that you can direct to this property to make a major impact? I do not care how many it is, as long as you can manage them and manage this problem, and are you willing to commit those resources?

Mr. Shafer stated yes.

Mr. Evans asked how many people do you think you need that you are in a position to add, over and above the contractual amount, that you believe you can commit to this project until we are where we need to be?

Mr. Couch stated I would like to formulate an action plan so you can see from week to week what we plan to accomplish.

Mr. Evans stated that is a good business approach. We are looking for a range to understand the commitment. Two is not a commitment and 50 is not realistic. You do not want too many people out here, and I appreciate your answer to wait until you know more. This is your profession. What do you believe, as a general magnitude of additional personnel that you need, in whatever capacity they are in, to get this project back to where it should be within 30 days?

Mr. Couch stated I think an additional five employees every day for the rest of the month.

Mr. Berube asked how many does that mean will be on property starting Monday?

Mr. Couch stated 19 people. I think we have made good strides in the past couple weeks.

Mr. Evans stated I know you face challenges and there is a learning curve, especially with a project of this magnitude and this complexity, but we are trying to understand everything. We are trying to figure out a plan because there are a lot of unhappy people here. We cannot continue to hear the response that you are working on it. We need to collectively determine when the end of that evaluation period will be.

Mr. Couch stated I think that by the end of next month we will be where we need to be.

Mr. Evans asked at our meeting next month, will you have a positive report?

Mr. Shafer stated yes.

Mr. Evans stated that is what we are trying to get to. The ultimate goal is to get the landscaping back, not to terminate the contract.

Mr. Couch stated I would also like to clarify that Mr. Shafer communicates with Mr. Haskett frequently as well as others in the community. We want to make sure whatever direction that we take, who it comes from.

Mr. Evans stated that is a fair request. In any contractual obligation, there is a tier of communication. In your contract, it is the same, which is to go through the District manager or their designee. We have a lot of concerned residents and a lot of concerned people who will try to point things out. If you start getting directions from everyone, you do not know how to prioritize or who is legally responsible for that obligation. You should take direction from the management company or their designee, who is Mr. Haskett. If we see something, we can communicate to the management company or to Mr. Haskett, who is the gatekeeper of information and prioritizes things that need to be done. In order for you to reach the goals that you have set forth, you need to be efficient in the implementation of your plan of action. Your communication needs to be directed where everyone understands it. Your contact is the management company or their designee, who is Mr. Haskett. We need to maintain that hierarchy of communication.

Mr. Berube stated I talked with Mr. Shafer and I asked questions about certain things and pointed out what I thought to be deficiencies as we drove around. I do not think I changed any directions that I gave you.

Mr. Couch stated it was not directed at anyone; I just want to make sure we were communicating properly.

Mr. Evans stated it is a very fair question. It is not our intent or our goal to overstep procedural steps for communication. Passion sometimes gets in the way because we have four Board members who are residents and are here every day. When they see the Luke Brothers crew members, they will want to bring things to your attention. It is all in the spirit of trying to help make their community better. If a resident or a Board member sees anything, you need to communicate it to Mr. Haskett unless it is an emergency of some sort. That way we can maintain consistency of that communication. Otherwise it does get very confusing.

Mr. Haskett stated it is a little disappointing that the Board discusses what is on the pictures. I have emailed Mr. Berube and asked him to make sure there are enough copies for staff to see them as well. As you are going through them and berating the landscape company, who is in direct contact with me on a daily basis, it would have been nice to have been involved in those conversations. At the last meeting, there was a discussion of an area of turf that may or may not have been within the jurisdiction of the CDD or Luke Brothers's contract. You simply could have asked me if this area was included. I am here to help the Board.

Mr. Berube stated I ran out of ink in my printer, which is why no one else has copies.

Mr. Evans stated I would like to come up with a procedure internally for when we see something. Pictures are great and I appreciate the dates on them. Email them to Mr. Moyer and Mr. Haskett, so that Mr. Haskett has something to work with. He can make copies and provide a package of information in order to have a cohesive conversation with Luke Brothers. I think that would help us all.

Mr. Berube stated based on what we heard, we should not have to do this anymore after 30 days.

Mr. LeMenager stated I want to make my position clear. Mr. Berube wants to fire you today. I am more open minded, but if we do not see a major improvement in 30 days, then I will be in line with Mr. Berube. The contract expires in September and I think we should already be getting bids to see who can do this work. We just have to determine if we terminate the contract before September. Show us what you can do.

Mr. Berube stated that brings us to the current invoice and all the shortcomings over the past six months.

Mr. Evans stated I understand there was a suggestion about a potential credit against this month's invoice.

Mr. Haskett stated that was emailed to the Board.

Mr. LeMenager stated we have itemized reductions suggested by Mr. Haskett. There are unit prices for all this work. If you are supposed to do it four times but you only do it twice, bill me for only two. I think we should not pay this invoice until they determine how much work they did during the month of April and bill us for what they actually did versus what they are supposed to do.

Mr. Berube stated there is a seasonal flower program on this invoice. That is 1,200 flowers every quarter. You would be hard pressed to show me where 1,200 flowers were planted last quarter, but every month we pay \$800 for that work. They are simply not performing to the itemized scope. There is very specific information they are supposed to provide to the property manager every week and a work report showing what work was done, what kind of fertilizer they used, an invoice for the fertilizer, a copy of the label and how much square footage was covered with that fertilizer. I would venture to say Mr. Haskett has never received that information.

Mr. Haskett stated yes, I have. I meet daily with Mr. Shafer, but it is not a written report. The flowers you mentioned are beautiful as of today. They were delayed because I asked them to wait until after the Dark Sky festival to prevent any new annuals from being trampled, which has occurred in the past. They replaced them twice in the winter months because the begonias that were planted in the fall were frost damaged and they planted a new set of snapdragons. They are up to date on their annual flowers. The deficiencies where I indicated no reduction, they were not deficient in those areas for this month.

Ms. Kassel stated since Mr. Haskett has been supervising them and because he has reviewed the scope of work and lack of follow-through with specificity on the proposed reduction to their invoice, I propose whatever they come back to us with will be fairly similar. I am fine considering this invoice with the reductions suggested by Mr. Haskett.

Mr. Evans stated I understand Mr. LeMenager's frustration, but if that were the case, we should have brought up this issue a couple months ago about a reduction at that time

the burden should have been upon us to document it then. Let us address the problem. They will not be charging us for the additional people they will be bringing in to get the project back to our standards. There will be some give and take. We have a bad situation, we accept the fact that we do, and now we need to work together to get through it. I agree with Ms. Kassel that Mr. Haskett has done a great job looking at all the line items. We can send it back, but I think it will be fairly close to this version. I would rather spend our energy working on solving the problem than constantly beating it up. We have identified the problem, we understand the problem, and they have been well documented. I think these gentlemen really want to do the right thing, and I want to give them the chance.

Mr. LeMenager stated I do not disagree at all, and I think these are two fine gentlemen who really want to do the job. There is no question of that in my mind. The only question is, at the next level up in their organization, if that level of commitment exists. Has Mr. Haskett reviewed these suggested reductions with Luke Brothers?

Mr. Haskett stated yes, I have reviewed them with Mr. Shafer.

Mr. Evans asked are both of you in agreement that this is reasonable and acceptable?

Mr. Shafer stated yes, I think it is fair.

B. 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.

Mr. Golgowski stated at last month's meeting, a request was made for them to provide a proposal for installing additional plantings in the ponds. I distributed a draft proposal in response to that request. It looks at seven ponds and makes suggestions as to additional plantings, not only to help with nutrient control but the plants they selected are also intended to provide some color. A map of the ponds is included in the proposal. I am not asking for any action on this tonight. It is just information for you, and we will add it to the agenda next month if you are interested in doing that. The proposal is rather enticing. It shows just over 3,100 plants being installed at a rate of \$1.05 per plant, which includes the plant material plus installation, totaling \$3,275. I think it is worth discussing.

Mr. Evans asked is there a best time of the year for this work?

Mr. Golgowski stated some of these plants are installed when the water is lower.

Mr. Evans stated I am interested in survivability. As far as the timing of action on behalf of the Board, is it better to discuss it tonight at length in order to move forward, or review it and come back next month?

Mr. Gologowski stated the growing season has started, so getting it now at the beginning of the season would be better.

Mr. Moyer stated in other projects that do these plantings on a fairly regular basis, it is during the spring when they install them.

Mr. Evans stated so it would be to our benefit, as late as it is, if we wait until next month for them to mobilize, we should still be within the preferred timeframe. As I understand it, when we rebid the pond maintenance contract, we incurred a savings over what we budgeted.

Mr. Gologowski stated the adopted budget for this contract is \$32,250, and the year-to-date spent is \$16,625, which is a \$7,400 positive variance.

Ms. Kassel stated the plantings will help reduce the amount of work and amount of pesticides that Bio-Tech will have to apply. Is it possible at some point that they may reduce the cost of their contract for future pond maintenance because we have ponds that maintain themselves to a large extent?

Mr. Gologowski stated that would seem to make sense.

Mr. Evans stated the labor will be the same because they will be circling the ponds. It is a good point to raise, and it depends on how quickly these plants establish themselves. They are planning on anywhere from two to five feet, so it will be sporadic. It will be some time until they really take hold and provide an impact.

Mr. Berube stated I suspect they might say it will be less dealing with the algae and more maintaining the plants and trimming them. It might be a net change of zero.

Mr. LeMenager asked what is the benefit?

Mr. Gologowski stated the nutrients are going into the lakes, and they are being absorbed by algae and noxious plants that we do not want. We can install plants that we do want to start absorbing the nutrients.

Mr. LeMenager stated the nutrients are going there anyway, so we have the choice of growing algae or something pretty.

Ms. Kassel stated it is not just that but also that you are creating an ecosystem that helps maintain itself.

Mr. Golgowski stated that is correct.

Mr. LeMenager stated I am all for it.

Mr. Evans stated when you have excess nutrients, that is when you have a surplus that is not being absorbed by that plant material that will create the algae blooms and the slimy surface.

Mr. Berube the last couple weeks, water has been up because of the heavy rains so it does not look as bad, but as the water level drops, we get the brown mats again.

Mr. LeMenager asked can they do the work this month if we approve their proposal?

Mr. Golgowski stated I can ask them, but they do this frequently.

Mr. LeMenager asked Mr. Moyer said this is the normal time of year to do this work?

Mr. Moyer stated we do it in Celebration this time of year.

Mr. Berube stated the one thing I do not see is a guarantee on this work. What is reasonable to ask for a life expectancy on these plants?

Mr. Golgowski stated I think you should expect them to take root and flourish, and their life expectancy would be indefinite.

Mr. Moyer stated on canna lilies, it is not unusual to cut them back in the spring and they fill in again.

Mr. Berube asked in a year from now, these plantings should be in good shape and there should be no widespread dead areas? Is that a reasonable expectation?

Mr. Golgowski stated yes, based on the experience we have had with the residents installing the plants, it has been very good. If we bring in professionals, it would be at least equally as good.

Mr. Berube asked they should be amenable to a one-year warranty on the plants?

Mr. Golgowski stated I think so.

Mr. Tome stated I am not sure it is a reasonable expectation for 100% survivability for a plant that costs \$1.05 to install.

Mr. Boyd stated the main issue is taking root, and you will know if they take root in a matter of a couple weeks. If they take root, you will be fine. After that, if you have abnormal rainfall for a long period of time and the pond stages higher than it should, that could harm them. They do not like the water level too high or too low. To some extent, it will depend if we get normal rainfall patterns. If we get into a drought over the summer, the water level can get too low where it stresses and kills parts of the littoral zones. If the

plants take root, then the contractor has met their obligation. Beyond that, you are looking at weather patterns.

Mr. Golgowski stated that is a good point. What we have seen at the golf course, the original plantings included some of these, but the mix that was installed is not what is there today. Various water levels and weather conditions will cause one plant to flourish and another to decline. Overall you have coverage of one plant or another.

Mr. Berube stated I am concerned if we see 100 feet of shoreline where everything died, which means something went wrong.

Mr. Golgowski stated the permit with the Water Management District calls for 80% establishment.

Mr. Boyd stated I believe that is correct.

Mr. Berube stated I am in favor of the proposal if we can get some sort of reasonable guarantee.

On MOTION by Ms. Kassel, seconded by Mr. Berube, with all in favor, approval was given to authorize Bio-Tech consulting to proceed with the additional plantings outlined in their proposal at \$1.05 per plant.
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C. Dockmaster/Field Manager

i. Buck Lake Boat Use Report

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. Belieff stated some residents requested more kayaks, if the Board is ever interested in purchasing more. There is a greater demand for single-person kayaks.

Mr. Berube stated the small pontoon boat is down right now. Someone ran over some submerged fishing line, which fried the motor. I have all the parts and it will cost about \$600 to repair. I did some changes at the boat dock. There was a GFI that was burned out because the cover was missing and it was full of water. I tested the others and replaced three out of the four down there. They now have covers on all GFIs, which are working well. We had a couple broken rails on the dock walkways that I replaced. Mr. Belieff is refurbishing the trash cans and work is progressing well. Some of them are in bad shape. We have the new fronts that Mr. Haskett described in a previous meeting. Mr. Belieff had some concerns about fixing the die-cast aluminum that is severely corroded. I looked at it

and tested my method, repainted one of the trash cans, gave Mr. Belieff the tools that he needed, and it is working well.

Mr. Belieff stated they should hold up pretty well.

Mr. Berube stated this is a major cleanup project. All of the black paint that was on those cans was powder coated and it is peeling off. Underneath is about one-quarter inch of corrosion so we have to literally grind it off, buff it clean, prepare it and then repaint it. It is a lot of work and I want to give Mr. Belieff credit for getting this work effort completed, since it will take a while to finish all of them.

ii. Cell Phone Upgrade Proposal

Mr. Golgowski reviewed the cell phone upgrade proposal, which is included in the agenda package and is available for public review at the District Office during normal business hours.

Mr. Golgowski stated the idea behind this proposal is for the dockmaster to have a smart phone which is capable of accessing the internet. He is responsible for the safety of boaters on the lake. Right now, he checks on the weather by going to someone else, either at the Pro Shop or the development offices. Given the length of time that it takes boaters to return to the dock, getting the information as soon as possible is the goal. The advantage to have this kind of phone is it would act as his computer to access weather information. He can also communicate with the Severn Trent office by email with this phone.

Mr. LeMenager stated it does not sound like he has a computer currently.

Mr. Belieff stated there is no office space for me to have one at the boat dock. It seems the wave of the future to have a smart phone to be able to get weather reports on it rather than with a computer.

Mr. Moyer stated I will suggest something you may want to consider. You get very good AT&T coverage in this area, and I wonder if we should consider getting a computer with a 3G link. Computers are relatively inexpensive now.

Mr. Evans stated I am open to suggestions.

Ms. Kassel asked to what end would Mr. Belieff use that?

Mr. Moyer stated with the communications link back to Severn Trent's office, we can communicate better than we are now in terms of boat reservations and any number of things.

Mr. Belieff stated I attend safety meetings with Severn Trent every month, and right now I do that in the golf maintenance area, which is an inconvenience.

Mr. Berube stated perhaps a laptop is the way to go. But the only gain I see of having a computer over the smart phone is the ability to print from it. The smart phone will do the rest.

Mr. Moyer stated you are correct; I agree.

Ms. Kassel stated although it is a much smaller screen.

Mr. Berube stated it is a smaller screen but it is also one less appliance for him to deal with and have to keep plugged in and find power. It is a good idea, but I think the smart phone will do most of the work, especially if he can email.

Ms. Kassel stated adding a computer and the internet service is adding more expense because he will still need a phone.

Mr. Berube stated I will have a presentation for security devices, and part of that system is a notebook. I think the i-phone is a reasonable move if we determine he needs that much safety-related information. I can see pluses and minuses to both. In this technological age, there is probably more positive than negative.

Mr. Moyer stated I do not know what phone you are suggesting, but I have an i-phone and it has some great weather applications. You can pull up radars that are as good as you see on television.

Mr. LeMenager stated the main drive is the safety issue.

Mr. Belieff stated yes.

Mr. LeMenager stated the other uses are nice additions, but it is really all about being able to contact a boater to tell him to get back to the dock immediately.

Mr. Berube asked to that end, are you always in direct communication with the boaters?

Mr. Belieff stated yes.

Mr. Berube asked is that one of the rules?

Mr. Belieff stated yes.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, approval was given to purchase the cell phone as described in the proposal, as discussed.
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Mr. Berube asked what happens with the old phone? This will not be a new phone number; it will transferred to the smart phone.

Mr. Golgowski stated that is correct. The current phone will be handed to the assistant dockmaster.

Mr. LeMenager stated we will see an incremental cost of \$30 for the internet each month.

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 as of today, we are 91% collected on our non-ad valorem assessments. I was a little concerned when I looked at the financials and noted that we were only 46% collected, which means more assessments were paid in late March that we did not receive until the distribution April 12.

Ms. Burgess stated I was looking through the minutes from last year, and this appears to be the pattern in this District. Harmony CDD is less than 50% collected through April and then in May, you are virtually all collected. That has been your collection pattern.

Mr. LeMenager stated that explains why there was no discount taken on that collected amount.

B. Invoice Approval #120 and Check Run Summary

C. Luke Brothers Irrigation Invoices

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.

Mr. Evans asked is the Board in agreement with the suggested reductions on the Luke Brothers invoice?

Ms. Kassel stated yes.

Mr. LeMenager stated to the extent Mr. Haskett has reviewed and Mr. Shafer is comfortable with it, yes.

Mr. Evans stated I will ask that the motion for approval include the revised Luke Brothers monthly invoice dated April 1, 2010.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, approval was given to the invoices as presented, including the revised Luke Brothers monthly invoice as discussed earlier in the meeting.

D. Qualifying Information for the General Election

Mr. Moyer reviewed the qualifying information for the General Election as contained in the agenda package and is available for public review in the District Office during normal business hours.

Mr. Moyer stated one of the items included in this information is an advertisement that will appear in the newspaper. What was in the agenda package indicated Seats 3 and 5 are expiring. What actually will appear in the newspaper will be Seats 2 and 4, which are the correct seat designations for this election. Where this District is in its life cycle, going forward, all Supervisors will be elected by the qualified electors in the District for those two seats. They will qualify to run for election in the same manner as a County Commissioner or a City Councilman. There are two ways to qualify. One is by petition, and there is a form for that. You need 25 signatures of people who support ones candidacy, and you will submit those to the Supervisor of Elections and pay \$0.10 per petition for the Supervisor of Elections to verify that they are valid petitions. If you choose that way, it is \$2.50 and they have to be submitted to the Supervisor of Elections before noon on May 17. If you do not desire to do that, you can still qualify to run by going to the Supervisor of Elections office during the qualification period from noon on June 14 to noon on June 18 and qualify by paying a \$25 qualifying fee. There are some other procedural items you have to do, and I recommend you get those details from the Supervisor of Elections.

Ms. Kassel stated if anyone is qualifying by getting petitions, the petitions need to be signed by people who are registered voters in Harmony. If you are not a registered voter in Harmony, they throw out that petition. Last month we discussed that there would be an e-blast to the Harmony residents to let them know about the upcoming elections, and that did not happen yet.

Mr. Tome stated if you give us the exact information to be sent out, we will be more than happy to be the medium to send it out.

Ms. Burgess stated I have this information in pdf format, so I can email that information to Mr. Tome.

Mr. Berube stated thank you for offering to do that.

Ms. Kassel stated we do appreciate that.

Mr. Tome stated it is our pleasure to do that but we want to be sure we have the correct information to send out.

Mr. Berube stated I want the residents to know that the developer and the CDD Board work hand in hand but yet we are two separate bodies, and the developer is doing something for the CDD.

E. 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.

Mr. Berube stated there do not seem to be very many complaints.

Ms. Kassel stated I do not know if people realize they can log their problems, or perhaps they do not know how to register complaints. If we ever get to a newsletter, I would like to include information.

Mr. Berube stated at one point there was some concern about the website not capturing comments. As far as I can tell, the website is working.

Ms. Kassel stated it does not work with Macintosh, so I was wondering whether that would be a large cost to amend. There are a lot of people who do not have Windows-based computers.

Mr. Moyer stated we will take a look at that.

Mr. Berube asked can you tell if someone cannot get through because they are using a different operating system or a different browser?

Ms. Burgess stated no, I cannot tell if someone is not able to send a complaint. It would be the sender receiving a returned message.

Ms. Kassel stated it is not just that we cannot enter the fields to submit a complaint, you also cannot see the information on the web pages.

Mr. LeMenager asked where are we with respect to the budget? I thought last year we had a budget session in May.

Mr. Moyer stated our schedule is to distribute the budget in May and have a workshop in June with the public hearing in July or August.

F. District Credit Cards

Mr. Moyer stated as the Board is aware, Mr. Berube is doing a lot of work for the District, and he has requested that we provide him with a credit card. Banks are very

difficult to work with given the history on the financial melt down, and they will not issue a credit card, even with a \$1,000 limit, without a personal guarantee for the credit card. They are fine issuing the credit card if the Board takes formal action to request the bank to do that.

Mr. Berube stated we have open accounts at Advanced Marine and NAPA, and a credit card at Home Depot. With the motors on the boats, Advanced Marine is not always the best price for these components. I can do internet shopping if I had a credit card. There are cheaper components available for these boat motors on the internet, and that is the reason for the request, largely for boating supplies and having more flexibility than our three local suppliers. There is nothing wrong with Advanced Marine. One reason for me working on the boats is to save money. We have also received some discounts at NAPA simply by telling them we are going to a competitor for parts. We can do without the credit card, but I think we can save some money with it.

Mr. Evans stated the first thing you have to keep in mind is that we are operating as the Board of Supervisors, versus employees of the management company to do self repairs. I greatly appreciate all the time that you all spend in the community, fixing things and making reports. But being a public official is your primary obligation. I am concerned that we might be stepping over into a broader role in that regard. I think Mr. Berube has been a tremendous asset.

Ms. Kassel stated I wonder if Mr. Qualls has a comment on this issue.

Mr. Qualls stated I do not know of anything in Chapter 190, Florida Statutes, precluding that. I will look into it further because I am not familiar with it happening in the past, but I do not know of any provision precluding it. Even though there is no prohibition in Chapter 190, F.S., we would advise against a Supervisor having a District credit card unless there are clear rules for how that process works.

Mr. LeMenager asked would it be better if the Board takes some action to officially appoint Mr. Berube to have some official supervisory role when it comes to the boats?

Mr. Moyer stated there may not be any provision in Chapter 190, Florida Statutes, but in Chapter 112, Florida Statutes, a Board member cannot be an employee of the District.

Ms. Kassel asked is there a way or would you be willing to spend your own money and submit an invoice to the CDD for reimbursement?

Mr. Berube stated I would be taxed on the purchase except at Home Depot. We can live with what we have with our suppliers because it is working fine now. I was just trying to get the most inexpensive parts that we can. The difference may be \$100 at the end of the year.

Ms. Kassel stated thank you for all your work.

Ms. Burgess stated I discussed this with Mr. Berube a little bit, and I suggested that he not submit invoices to be reimbursed. If he is reimbursed over \$600 per year, that becomes taxable income to him and he will receive a 1099 on those reimbursements.

Mr. Berube stated this was the best way of getting around local suppliers, but on the other hand, perhaps we should utilize our local suppliers. I was not happy with some of the prices I was receiving, but it will work fine the way we have it.

Ms. Kassel stated shipping costs can be significant.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being nothing to report, the next item followed.

B. Engineer

i. Universal Engineering Services Invoice for the Watermain Extension

Mr. Boyd reviewed the invoice from Universal Engineering Services, which is contained in the agenda package and is available for public review at the District Office during normal business hours.

Mr. Boyd stated this invoice is for geotechnical testing services in the amount of \$375, and I am requesting approval for the trustee to pay this from the capital projects fund.

On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, approval was given to the invoice from Universal Engineering Services in the amount of \$375, to be paid by the trustee from the capital project account.
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ii. Approval of Requisition #251

Mr. Boyd stated I am going to request that we pull this for your consideration at this meeting. There is a problem with this requisition that will be in the District's favor when it is corrected. We had an accounting change and they applied the wrong hourly rates, which I missed originally.

iii. Neighborhood A 1 curbing

Mr. Boyd stated last month we discussed the curbing in the alleys, and we received a proposal to install bollards to physically force trucks, whether it is garbage trucks or others, to stay within the paved radius. The direction of the Board at the time was to wait and not spend any money at the time but to see how the trucks were doing after we reiterated to their company that they needed to drive properly. They are driving appropriately in all areas except for this one neighborhood. I would like to bring a couple proposals to the Board next month to put in a concrete curb and put in some large stones behind the curb to physically force people to stay on the pavement and stop clipping the corner.

Mr. Evans asked are you going to try to parallel the existing radius or will you flatten it out? You know there will be some who will still want to jump the curb.

Mr. Boyd stated that is the purpose of the large rocks and bollards.

Mr. LeMenager asked why do we not pave it?

Mr. Boyd stated I will look at it and make sure there is not a reason the trucks cannot physically make this turn. If they cannot, we will widen it enough so they can make the turn.

Mr. Evans stated you can do a raised curb and flatten it out to give them an apron and provide more leeway.

Mr. Berube asked is it intended to have sod all the way to the asphalt?

Mr. Boyd stated yes. There is probably more than one thing happening to cause them not to stay on the asphalt. Because it is the way it is, they have gotten lazy and they are not trying anymore. We want to take some corrective measures to get them to be more careful.

Ms. Kassel stated they need to go slower around the corners.

Mr. Berube stated they have slowed down a little.

Mr. Boyd stated I will provide pricing for some alternative solutions next month. This is the only area that is still a concern.

iv. Sidewalk Review

Mr. Boyd stated it has been over a year since we did a major sidewalk review. Mr. Haskett brought to my attention that there are some other areas that need some repair. We will provide a proposal of what it will take to do a full review of the sidewalks and provide it in the agenda package next month.

Mr. Berube asked is the person who did it last year still available? I know there was some concern that he was going to school.

Mr. Moyer stated he is in school, but Severn Trent has a department that grinds sidewalks. So we will ask them for a proposal from Severn Trent and bring that to you once we know the scope of work from Mr. Boyd's review.

Mr. Boyd stated the update to prepare that report will be much less than the original report.

C. Developer

Mr. Tome stated there was a press release about the School District with regard to ball fields that are being donated and built by the developer. In the release, it stated that the Harmony community would be doing the maintenance. We want to clarify it is not a CDD matter or an HOA matter. The developer will be performing the maintenance, and there will be no expense to the residents. I heard some rumors about who was going to be responsible for that maintenance. The field is being designed to little league standards. I also wanted to comment about Mr. Shafer from our perspective, as far as his management ability and effort and the things he has done. Mr. Nicholson was a nice guy and we liked him, but I do not think he was giving this community and its residents the same effort as Mr. Shafer is. I want to compliment him because I think he is giving 120% every day. We all know the things that happened and we cannot fix the past. I know what they have dealt with this year, which was a bad time to start. We had a bad freeze and now excessive rainfall, along with a turnover in management. We are displeased as well and I support Mr. Haskett's decision with his negotiations. I think Mr. Shafer has done a good job and we are pleased he is here.

Mr. Haskett stated at the last meeting, we discussed a card access system. I did not have time to get anything to include in the agenda package. I am still doing more research on a couple things that will be helpful with the final proposal I put together. The other item was the columns and the condition of them. I recently went out with the painter who did the Swim Club and a contractor he recommended, who is a stone and stucco expert. The synopsis was that the edging needs to come off to eliminate the problem of rusting on the columns. The foam has deteriorated and damaged, and it will not go away unless you make it go away, which is to remove it and find an alternative solution. I have a company looking into a proposal for cast concrete, similar to the columns we have here,

which will be a permanent solution. I do not have a cost for it yet, but I will provide it at a future meeting.

Mr. LeMenager stated I will ask that your alternatives include simply landscaping and not repairing the columns. My position on the two columns in Primrose Park has not changed. I do not think they add anything to the aesthetics of that park.

Mr. Haskett stated it was mentioned about stains at the bottom of the pool at the Swim Club. I spoke with the pool company and they can do an acid treatment, which they recommend we do once a month to keep the stains away. Anytime there is a fluctuation in the amount of water that comes into the pool from refilling it, is when the problem occurs because there is a chemical imbalance. I asked her to keep up that regimen to keep it under control. Next month I will bring a proposal for replacement of the tile. I would like to add it to the budget for next year, possibly to do it in the fall.

Mr. LeMenager stated I was under the impression that the County can close the pool if tiles are missing.

Mr. Haskett stated yes, if tiles are broken and not repaired.

Mr. LeMenager asked if they are completely removed, is that ok? Many of the little ones are missing.

Mr. Haskett stated as long as there are no sharp edges, we are fine. If it got to that point, we would close it ourselves and make the repairs because we do not want anyone to get hurt.

Mr. Berube stated to pickup where Mr. Haskett mentioned the security issue, I followed up on that. There are not many companies who will handle putting locks on a project of this scope. I found two: Stanley and ADT. Stanley provided a proposal to me today and ADT will provide one when I meet with them next month. The estimates are as follows. On all the places where we have a gate or door, which includes the main Swim Club gate, the men's and women's restrooms along the street that are now currently locked all the time, the fence in front of the docks, the men's and women's restrooms at Lakeshore Park, and the two main access gates to the Swim Club—a total of nine openings—the proposal is \$20,000 from Stanley for everything needed for a turnkey system. We will need a computer that programs the network. Each door will have a card reader that is programmed to accept different levels of access. Supervisors will have access to everything, and access can be limited to various other places. The proposal for

all nine openings includes everything: installation, self-locking and self-closing gates, a notebook, and a supply of 1,000 cards. I am not sure that accomplishes what we want to do because it does not include the dog park. The problem with the dog park is the chain link fence and the gates. There are big gaps on either side of the gate with the flip-up latch, which is on a long latch. It would be very hard to have a card reader mounted to the gate. We can modify the gate or they suggested putting up a gate like a miniature version of the one we did on the boat dock. Depending on the extent of the gate and how nice we wanted it to look, those cost \$1,000 to \$2,000 per access. We might want to consider the playgrounds, too. If we do all the fenced areas, there are about 20 or 21 access points, so it could be \$50,000. The ongoing costs are maintenance and administration for issuing the cards. Cards cost about \$5 each. Other communities charge a fee for their cards. We can provide one at no charge, but everyone after that is \$25 or something. They will all have a Julian date on them so they expire at a certain point, at which time, they have no more access and it forces people to come back and reactivate their card.

Mr. Evans stated do you think you can you have another proposal for us to consider at next month's meeting? We will be discussing the budget at next month's meeting.

Mr. Berube stated yes.

Mr. LeMenager stated this would be a capital expense.

Mr. Evans stated I think we can argue that it is a capital expense.

Mr. Berube stated I am meeting with ADT next month, but so far, I like Stanley better. They seemed to listen better.

Mr. LeMenager stated I will try to find the person at Artisan Park in Celebration. I do not like the ones where you swipe the cards. I like the systems where you put the card next to the sensor, which causes the doors to open. There are a lot fewer maintenance issues.

Mr. Berube stated I am not sure whether it is actually swiping the card or not. There are other options besides cards, and one is a smart key similar to the Mobil speed pass. That is significantly more expensive on the initial setup, but it is less down the road because we are programming keys. After seeing both, I like the card access system better.

Ms. Kassel stated when you prepare your proposals, you can include the pros and cons of each.

Mr. Berube stated the keys are \$50 or \$60 each, which I was not in favor of. Do we want to pursue what it will take to secure the chain link fences? I think if we are going to secure these areas, we need to secure the dog park. Then we need to consider if we also want to secure the playgrounds.

Mr. Evans stated I think we need to look at all of them. It has been a big issue since the beginning.

Ms. Kassel stated the fences around the pools are higher but the dog park is a shorter fence that people can climb over.

Mr. Berube stated if we are going to spend the money on security, we need to secure it and I think that includes everything. The idea is to limit access to the residents who pay for these facilities, and it will keep the honest people honest. I hope to have a better proposal by next month. I will email what I have to Mr. Haskett and the management company of what I have.

SIXTH ORDER OF BUSINESS

Supervisor Requests

Mr. LeMenager stated I noticed an infomercial sign went up on CDD property, and I wonder what the approval process is to install commercial signage on CDD property. It is the sign that says Harmony Realty.

Mr. Tome stated we can pull the master signage CDP that was approved by the County six to nine months ago. There are different zones: residential, commercial and highway. Signs will vary by size and location, depending on which zone they are in. This area is the commercial zone, and sign locations are different in this area. It was approved by planning and zoning for Osceola County. I can provide it for your reference and for your use. It is an allowable sign within that commercial zone.

Mr. Berube stated I understand you painted all the concrete structures along U.S. 192.

Mr. Haskett stated yes. When we went through the bid process for the Swim Club, I also received bids for the contractors to have the columns and signs done on U.S. 192. The bid process resulted in a lower price from Ledesma to do the Swim Club, but Curt's Quality Painting had a lower bid for the columns on U.S. 192. The development company paid to have all that work done on U.S. 192.

Mr. Berube stated I did not remember the Board approving that, and I thought they were our structures. I want to say that you did a good job, and thank you for taking care of it. The colors look very nice. Last month I provided two copies of newsletter samples

and we briefly discussed them. I think the CDD or the ROA needs a way of communicating with the residents to let people know what is going on. It maybe outside the purview of the CDD in the legal sense of what we are commissioned to do it. But conversely, we need to listen to what the people want. There is the Harmony Notes, but that is not within our control and we do not have the means of sending email blasts. I think the amount of money is small and it is a good communication vehicle. Do we want the CDD to fund the newsletter? It will cost about \$160 per issue to be delivered and hung on everyone's door in plastic bags.

Ms. Kassel asked is that based on a monthly publication or quarterly?

Mr. Berube stated you can do it as often as you want. He prints it because he gets to put the advertisements in it. He has nothing in this area and he would like to cover this area. He is paid through the advertisements, and the \$160 goes to the delivery subcontractor.

Mr. Evans stated Mr. Tome has spent a lot of time on the newsletter, the pros and cons and the economics of how many ads you have in place to justify it.

Mr. Tome stated I do not know how much space you are looking for each month, but for the Harmony Notes, we struggle to fill it. Sometimes it is eight pages, and sometimes it is four. What drives that is advertising space. The Osceola News Gazette tries to get the advertising space. If they are successful, it ends up being about 40% narrative and 60% advertising space. If it is an eight-page issue, there is no question that we struggle to fill it. I agree that we do not want it to be filled with news from the developer. We welcome input from other people, but the challenge is someone committing every month to provide a half page or a full page. And the deadlines are very early. We were done with the May issue on April 8 and we are already working on the June issue. If the Board can commit to that, we are happy to provide that to the community. We have offered it to the high school and the community school if they want a half page or quarter page area. The golf preserve and the development company sometimes commit to a full page advertisement or two half-page advertisements, simply because the Gazette is sometimes not able to get enough advertisers. We have committed a full page of advertising space. They do not mind who advertises; they just want someone to pay \$800 a month for the advertising space. You would just need to commit to the deadline and to filling the space that you have.

Ms. Kassel stated someone needs to be in charge of that, and it needs to be consistent and managed. We do not want something in there representing the CDD that is not what the CDD wants. We need someone who will do that over time. Who will that be? How will that happen?

Mr. Berube stated Mr. Tome just said the Harmony Notes is paid for already and what you are looking for is editorial content.

Mr. Tome stated that is correct.

Mr. Berube asked if we want to publish something in it, how do we accomplish that?

Mr. Tome stated Amber Sambuca in our office acts as the conduit to get it to the editor, who is a Gazette employee, who puts it all together. We review the layout and make sure it is fine, and then it goes to print.

Ms. Kassel stated last year Mr. Golgowski submitted some information, about four pages. It was my hope that his information would be included quarterly, since it is information on policies that Harmony residents need to follow. Even if we divided that and did one page every month, that would fulfill the obligation and cover everything we wanted to cover.

Mr. LeMenager stated we do not have to reinvent the wheel. Celebration has been doing this for a long time and they have some things that are the same every month, such as what day the garbage truck will come, because people will always have those kinds of questions. There are a lot of things like that we can include in every issue. I think Ms. Kassel is right that we do it every month. The idea is that we want more new people to come into the community, and sales have been picking up. We can include rules and regulations every month, trash pickup, how to get the CDD key for the facilities, hours for the boat dock and things of that nature. If you need filler every month, there should be plenty.

Mr. Tome stated we agree. The key thing is in a four-page newsletter if it is all filler with nothing new. Just tell us what you want, how often you want to rotate it, and we are here to help.

Mr. Berube stated Mr. Golgowski spent a lot of time preparing the animal flier and it deserves to be published. We spent time revising that flier and it is helpful information.

Ms. Kassel stated we can do that quarterly and break up the balance of what we published last year and publish that in the other three months.

Mr. Berube asked are there any other issues that we need to communicate to the residents?

Ms. Kassel stated last month, a resident brought up the idea that the CDD should approach the developer to request some kind of agreement to have an equestrian facility on developer property. After thinking about it, I thought that would be a very expensive proposition to propose that the entire tax base in Harmony fund. I thought I would bring it to the Board for the other Supervisors' opinions.

Mr. Berube stated my first opinion, in the past before I became a Supervisor, there were extensive discussions about equine facilities. The number I recall was a minimum of \$250,000 and perhaps approaching \$1 million for a facility, plus its ongoing maintenance every year. Even at \$250,000 plus maintenance, where does that money come from? For the 500 addresses that are here, that is \$500 per house. Everyone would have to pay that the first year to pay for the facility. I do not know how many horse owners we have here and how many we would attract. That is a huge expense to ask everyone to fund for maybe 10 people to use. I do not own a horse.

Mr. George Schiro asked can we not just use the existing equine facility?

Ms. Kassel stated that is entirely aside from the fact if the developer is a willing partner in that, which I do not think is the case based on my own personal conversations.

Mr. LeMenager stated it does not strike me as an issue for the Harmony CDD because we are not talking about any facility that will be on Harmony CDD land. There are already two other CDDs here and I presume there may be one or two more before the development is complete. That strikes me as an appropriate topic for the other CDDs to discuss but not this CDD. Our borders are pretty limited.

Mr. Berube asked when you say it is on developer property, which developer? Not this one.

Mr. Evans stated I think Mr. LeMenager makes a good point. It is outside the boundaries of the District. This District really does not have anything to do with it.

Mr. Berube stated I agree. If it is outside our CDD boundaries, then it is not our issue.

Ms. Kassel stated I want to ask Mr. Haskett about the blackberries that were mentioned in the dog park. I want to mention that mowing them down does not work because they grow back very quickly above the grass level. Besides, what is left after

they are mowed is still thorny. I think they need to be pulled. Secondly, we discussed the columns in various areas, and I want to make sure the ones in the dog park are included.

Mr. Haskett stated yes, all columns and gazebos throughout the community.

Ms. Kassel stated garbage trucks have been here on Wednesday mornings in April. Does anyone know what that is about?

Mr. Haskett stated no.

Ms. Kassel stated we thought they were here to pickup yard waste, so we left some out but they did not pick it up.

Mr. Evans stated we discussed the issue about the soccer field and the problem maintaining it. I understand a lot of that has to do with the type of equipment used for standard landscaping maintenance and trying to maintain the soccer field, and that you are trying to do the job but you do not have the proper equipment. Mr. Brock Nicholas is offering golf course maintenance assistance because they maintain a lot of turf and because they have the equipment specific to that style of turf maintenance. They are offering, free of charge, to assist us to the extent they can, if the Board accepts their offer to come onto District property. I am raising the issue to see if anyone has any objections to it.

Ms. Kassel stated I think it is very generous.

Mr. LeMenager stated yes, I think it is a wonderful idea.

Mr. Berube stated they are here on property all day anyway, so there is no reason not to accept their offer.

SEVENTH ORDER OF BUSINESS

Audience Comments

Mr. Dave Leeman stated I am wondering if you have been hearing a rash of complaints about unauthorized access to the dog parks and if that is why you are considering them with the card access system. It seems totally unnecessary to me. I understand why you need the security system with card access for the boats and the swimming pools, but the dog parks have not had any issues for as long as I have lived here. I think it would be spending a lot of money unnecessarily.

Mr. Evans stated we are going through an evaluation process. Rather than just addressing a piece of it, we are trying to understand all the component parts. It may be that the dog park may not need it.

Mr. Leeman stated that was just my comment and how I feel about it.

Mr. Ray Walls stated my wife was at the pool a couple weeks ago, and some little kids were throwing rocks and she stepped on one in the pool. I do not know if there is a solution to remove the rocks from the plantings to take away that attractive nuisance.

Mr. Berube stated I have noticed rocks in the pool, too. We had some commentary on that and rocks were the best solution to the ground cover for the two palm trees. In light of the damage that has been occurring, maybe we need to rethink the rocks.

Mr. Evans stated better supervision would help.

Mr. LeMenager stated better access will control who gets to go into the pool area. Maybe the problem will go away then.

Ms. Kassel stated I do not know that it will.

Mr. Walls stated they were residents' kids and were permitted to be there.

Mr. LeMenager stated if we have a card access system, then we can deactivate their card.

Ms. Kassel stated we have cameras in that area.

A Resident stated I live in a Five Oaks townhouse, and in the back on the building over the garage doors, there are four townhouses with lights out that no one takes care of. It is very dark there.

Mr. Evans asked are those lights wired to the individual units?

Mr. Haskett stated yes.

Mr. Tome stated sometimes just changing the bulb does not always work, because it could be the photocells that do not work.

Ms. Kassel stated it is the responsibility of the people who own those units.

The Resident stated I called many times and no one comes to fix them.

Ms. Kassel stated it may be an absentee owner. The CDD cannot do anything about that issue. The CDD is not empowered to require a home owner to change their light bulbs. You need to go directly to the home owner.

A Resident stated we had the same problem in the Ashley Park condominiums. The issue is the timers were not functioning properly. The timers were misreading the daylight and turning the lights on, causing them to burn out. In Ashley Park, it is up to the association to replace the bulb and manage the timers, but there is still an issue to be done. The townhomes have their own association, but no one knows who it is. I think it may be the same problem we had where the timers need to be looked at.

Mr. Berube stated to someone, you pay a home owners association fee, and that sub association is the entity you want to contact. Call that property manager, give him the addresses and tell him the problem. They are the ones who should take action on that for you.

Ms. Kassel stated the phone number will be on the bill you receive from that sub association, not the Harmony Residential Owners Association.

A Resident stated my mother had a question and could not be here about the deposits for the boats and to reserve the pool. Why do home owners have to pay the CDD an additional fee to rent them?

Mr. LeMenager stated it is not rent.

Mr. Evans stated it is a security deposit and you get your money back if you do not break it. You are not being charged for the use of that facility.

The resident stated she feels it does not matter whether or not we get the deposit back. We should not have to pay it in the first place.

Ms. Kassel stated you are not actually paying for it. It is a damage deposit because we have had situations where people take out a boat and return it in and it is damaged. We as residents have to pay for that if no one pays the damage deposit, even though it is their fault that it happened. The point of a damage deposit is, we do not take your money. We take your credit card information so that if something happens, we can charge that \$250 damage deposit.

Mr. George Schiro asked do different rules of order apply to different meetings?

Mr. Evans asked what are your comments? This is where you make your comments.

Ms. Kassel stated obviously you think they do, but my impression is the same rules of order apply at every meeting.

Mr. Schiro asked do different rules apply to different residents who ask questions?

Mr. Evans stated no, I think we are pretty fair and balanced.

Mr. Schiro stated I just wanted to clarify that. Earlier it was discussed that there are problems with website and some people cannot access the website. This problem was brought to the attention of the management company six months to a year ago, but nothing was done about it.

Mr. Berube stated something was done about it. We posted a disclaimer that if you are not using Internet Explorer, you cannot get on the website. Now we recognize there is

a potential problem that might be bigger than we thought. You just heard the Board tell the manger to look into it.

Mr. Schiro stated it should have been done a year ago.

Mr. Moyer stated there used to be a website for the CDD that was not maintained and there were no records. I volunteered to do this website at zero cost to Harmony.

Mr. Schiro asked how much do you make from the CDD every year?

Mr. Moyer stated it is not within the scope of services and it does not matter how much my company makes every year. This is an example of no good deed goes unpunished. We can hire a webmaster and pay good money to do what you are asking us to do.

Mr. Schiro stated my 14 year old can do a better job for free.

Mr. Evans stated this section is for comments. This is not for a debate. If you want to make civil comments, I am more than happy to listen to them. I will not tolerate you trying to repeatedly disrupt this meeting. If you do it one more time, you are out permanently. I want to make sure there is no room for misunderstanding.

Mr. Schiro asked Mr. Evans, may I ask you a personal question?

Mr. Evans stated no, you can make your comments and then you can sit down.

Mr. Schiro stated I think Luke Brothers is doing their best to try to resolve the problem that we have seen. One problem I saw the other day is that it appears Luke Brothers was not informed as to boundaries of CDD property. I talked with Eric, who was going to talk to Mr. Shafer about the grass behind my house.

Mr. Shafer stated everyone's line in their backyard was a straight line but where you were asking him to cut was deeper than that.

Mr. Schiro stated Mr. Golgowski suggested to me that where I asked him to cut, he should be cutting because that is CDD property. The problem is that no one else around the pond has been informed. Their builders planted grass on CDD property and every resident around pond is mowing CDD property. My builder charged me money to put grass on CDD property and I mowed it for years. I have been made aware it is CDD property that I have been mowing. I need the CDD to cut the grass on CDD property behind my house and every other house behind that pond. Can the CDD at least acknowledge that they need to cut the grass that is CDD property?

Mr. Berube stated Mr. Shafer should get with Mr. Haskett and Mr. Golgowski and if it is supposed to be part of the Luke Brothers contract, then we know Mr. Shafer will take care of it.

Mr. Schiro stated this is the direct result of a decision made by Mr. Evans many months ago.

Mr. Berube stated we are going to address your comment.

Mr. Schiro stated the proposal that was just approved by the Board has a defect in it, and I would like you to reconsider it, especially Mr. Berube, because he seems to be more in touch with the residents.

Mr. Berube asked what is the defect?

Mr. Schiro stated you have a list of ponds that will have plant material installed, the vast majority of which are on the golf course, which is owned by the developer. The CDD is going to pay to put plants on the golf course. Ponds 25 and 26 are part of the developed area where people live and see these ponds every day. I suggest that ponds 25 and 26, which are not on the golf course but part of the residential areas, need to be landscaped first and the golf course ponds, which are ponds that are owned by the developer, should be landscaped last.

Mr. Tome stated you need to consider the intent of what the plantings are supposed to do.

Mr. Schiro stated just plant the residential ponds first and golf course ponds last. If the developer wants to put plantings on them, they can do it themselves.

Mr. LeMenager stated there are more than two ponds in residential areas. What about ponds 10 and 20?

Mr. Schiro stated if there are others that I missed some, then do those first.

Mr. Berube stated here is how this came about. The conversation I had with Bio-Tech last month was, we decided to pick the worst ponds first with the algae mats and other problems, and we asked Bio-Tech for a limited proposal to take care of those ponds. It does not mean the other ponds are off the list. I understand your concern. This is a problem with the health of the ponds, not necessarily the aesthetics. The work is not limited to this list. This is where we are starting and we will bring it back if we need more work for the health of the ponds. Is that fair enough?

Mr. Schiro stated yes.

Mr. Berube stated I circled the two ponds you suggested. The next time Bio-Tech is out cleaning the ponds, we will do the two you mentioned first.

Mr. Schiro stated my final comment is about the equestrian facility. There currently is an equestrian facility already on property. It is not costing any money for anyone as far as I know, and that is what I was suggesting that Ms. Kassel should suggest the current facility be opened to everyone, but she did not make that suggestion. That is what should have been suggested. I think Mr. LeMenager is being a little disingenuous when you say this has nothing to do with the CDD.

Mr. LeMenager stated it does not.

Mr. Schiro stated Buck Lake has nothing to do with the CDD, either.

Mr. Tome stated yes, it does. There is a use agreement in place for the CDD's use.

Mr. Schiro stated Ms. Kassel should have suggested the same agreement that currently exists for Buck Lake be done for the equestrian facility, but that is not the suggestion she made. I think that is a perfectly valid request.

EIGHTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 8:35 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman