

# MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, January 27, 2011, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Engineer: Woolpert
Thomas Belieff	Dockmaster/Field Manager
Richard Druckenmiller	Assistant Field Manager
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Larry Medlin	Bio-Tech Consulting
Jason Schafer	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 9:00 a.m.

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

## **SECOND ORDER OF BUSINESS**

### **Approval of the Minutes of the December 16, 2010, Meeting**

Mr. Evans reviewed the minutes of the December 16, 2010, meeting, and requested any additions, correction, or deletions.

Ms. Kassel stated page 25, it should be Central Bark.

Mr. Evans stated page 8, the first sentence under item C, "whish" should be "which."

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, approval was given to minutes of the December 16, 2010, meeting, as amended.
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**THIRD ORDER OF BUSINESS**

**Subcontractor Reports**

**A. Landscaping – Luke Brothers**

Mr. Schafer 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. Schafer stated this month we are cutting the annual grasses and remulching all flower beds as well as spot treating shrubs and turf. We treated the flowers with a fungicide liquid fertilizer. The tree trimming is completed except for the palms along U.S. 192 and the large dog park; they will be coming out Tuesday to finish that work.

Ms. Kassel stated although the crown thinning was done well, the elevation trimming seems to be excessive. For the next time on the side streets, we do not need to trim so excessively for elevation.

Mr. Schafer stated that will be a softer trim. This one time, they needed to be pruned this hard. They removed the branches that were not growing. The next pruning will be a light pruning.

Mr. Walls stated I received a question from a resident last night, and this was discussed prior to me becoming a Supervisor. There was some discussion about Luke Brothers spraying residents' yards for chinch bugs for a fee. Was that something that was finalized or was it just a discussion?

Mr. Schafer stated it was a discussion that also occurred before my arrival on this project. That is something we would like to provide if there is enough interest.

Mr. Walls stated several residents showed interest.

Mr. Schafer stated I think it is a great idea and I think we should proceed to attack the chinch bugs.

Ms. Kassel stated at the time this was proposed, Luke Brothers was a bit overwhelmed and needed to get current before they could consider anything like that. Now that they are caught up, perhaps it is something they can consider.

Mr. Berube stated I think we also decided that it was not going to be a CDD project and it was referred to the ROA because of access onto people's yards.

Mr. Evans stated my recollection was that these are existing residents who are looking for a vendor to coordinate when that vendor is spraying for chinch bugs, they can also spray residents' yards at the same time to maintain continuity in the application.

Ms. Kassel stated it was not going to be through the ROA or the CDD. We were not going to administer any collection of fees or anything like that.

Mr. Walls stated they were supposed to just contract through our vendor.

Mr. Berube stated if we were going to do a community-wide spraying, it would have to be administered through the ROA because of it being private property. I do not see any reason why individuals cannot just contact them directly.

Mr. Evans stated I think that was the case. Mr. Schafer has indicated that Luke Brothers is amenable to performing this work for residents, and they should just contact you directly.

Mr. Schafer stated I can post some contact information in the club area.

Ms. Kassel stated you can also put it in the Harmony Notes and send an e-blast.

### **B. Aquatic Plant Maintenance – Bio-Tech Consulting**

Mr. Medlin 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. Medlin stated we will perform two treatments this month; the first was on the 7<sup>th</sup> and the second will be today. The littoral areas are pretty much dormant, but we are finding algae scattered around several ponds, and we still have a few weeds that we will be addressing.

Mr. Evans stated Mr. Golgowski was going to follow up on the proposal that we discussed last month for 2,100 plants.

Mr. Golgowski stated we added Pond 1 to the list that the Board approved. This pond is at the intersection of Five Oaks and Cat Brier. We increased the number of plants to 2,100 to take advantage of the price discount. Once winter releases its grip, we will schedule the additional plantings. We have a revised contract for them to perform that work based on the proposals.

Mr. Evans stated we approved this work at our last meeting. Do we need to take another vote to approve the actual contract or can we execute it today?

Mr. Moyer stated you can execute it today.

### **C. Dockmaster/Field Manager – 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 a month ago we replaced the motor in the small pontoon boat, and I was trying to get a little more life out of the batteries, but I will need to replace them in February. We have had requests for a fish cleaning area and I thought a good location would be to put a table behind the bathrooms.

Mr. LeMenager stated the problem with that location is that it is a marsh. The way it has been graded behind all of Lakeshore Park it is a marsh.

Mr. Evans stated the challenge is, when they are finished cleaning their fish, where are they going to dispose of the balance of the carcass. Typically people will throw it in the lake or they will leave it laying there. Throwing it in the lake will attract alligators to feed off it. If it is upland, the alligators will still go up there since they are not totally water bound. That is my concern that it will become an attractive nuisance to the alligators.

Mr. Berube stated I agree about it being an attractive nuisance. No matter where it is, it will attract things that we do not want to attract. I can see that as a problem.

Mr. Belieff stated some areas, like National parks, have a screened in area with a covered trash area. Raccoons will also be attracted to it. That is why I was thinking behind the bathrooms up from the lake.

Mr. Berube asked how many people take fish on a daily basis?

Mr. Belieff stated on a monthly basis, there might be 12 residents who keep fish.

Ms. Kassel asked when did we go away from a catch-and-release program?

Mr. Belieff stated it is catch-and-release for large-mouth bass, not catfish, or crappie.

Mr. LeMenager asked is this a bad time of year for kayaks?

Mr. Belieff stated yes.

Mr. LeMenager stated I cannot help but note that our usage is zero, right after we purchased two new kayaks.

Ms. Kassel stated usage was very high for a period during the fall. When you are kayaking, the water gets on you and it is very cold.

Mr. Berube stated there is an item on your highlight report that says you are maintaining and cleaning the jets and filter on the Lakeshore Park water feature. Is that accurate or something that just shows up on this report? Is that not already a part of another vendor's contract or are they just not doing it?

Mr. Haskett stated it was not part of their contract.

Mr. Belieff introduced Mr. Druckenmiller, the new assistant field manager who will be focusing on maintenance items and trash removal within the District.

**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 through December 31, 2010, we have received just under 50% of our non-ad valorem assessments, which is not of particular concern since we will collect the balance between now and the end of March when the payment of assessments becomes delinquent.

Mr. Evans stated on page 12 for the debt service and capital projects fund, there is a subtotal of \$861,350. I am not sure what that subtotal represents. Is it just for the 2004 bonds?

Mr. Berube stated if you add everything in that column, the subtotal is wrong. If you look at just the five entries for the 2004 bonds, it does add to that number. It is just printed strange.

Mr. Evans stated the grand total at the bottom is correct.

Mr. LeMenager stated the subtotal is the total of the five 2004 reserve funds, looking at the names of the accounts. You are correct that it is not very clear.

Ms. Kassel stated that column should be moved over to indicate that the subtotal is only for those five amounts.

Mr. Berube stated when we added the assistant field manager, I think we need to change certain budget line items.

Mr. Moyer stated you are correct, and we will do that with a formal budget amendment. We usually do not do those more than twice a year.

Ms. Kassel stated we are over budget on irrigation by \$6,200 year to date.

Mr. Evans stated there was an issue with Toho Water Authority that we discussed at a meeting when you were absent.

Ms. Kassel stated I did read in the minutes about the pressure issue and we were doing something to adjust until they turned the water back on.

Mr. Haskett stated the budget is over based on those variances, and that is a result of all the irrigation breaks taking place. We thought the problem had been resolved over the

past month since there were not any noticeable issues or mainline breaks, but there was another mainline break. We will be checking with Toho Water Authority since the problem has not been resolved. We believe that this latest issue had to do with excessive pressure in the lines. There was a repair that was done last month and the whole sidewall was completely broken apart, which does not happen from regular daily use on a repair that is a month old. Hopefully Mr. Boyd can get to the bottom of the issue.

Ms. Kassel stated we toyed jokingly with the idea of sending a bill to Toho Water Authority our irrigation repair bills. What about the idea of actually going forward with that?

Mr. Evans stated last month we discussed installing a monitoring system.

Mr. Haskett stated it is still being monitored. Mr. Bill Tullos with John Deere Landscapes is out of town this week but he will gather the data and provide his report. The computer is gathering online data on pressure spikes and other items.

Mr. Evans stated when we receive his report, then we will have data that we can provide to Toho Water Authority. The issue before turned into a finger-pointing contest, with them telling us that our system was nine years old.

Mr. Boyd stated in my initial conversations with Toho Water Authority when these problems first began, they were aware that they had an issue at their pump station. They performed a sequence of repairs to correct those issues and they asked us to monitor it following their repairs. They were hopeful it would take care of our issues, and it seemed to improve for a while, but the recent mainline break is an indication that they still have a problem. We will receive the data test results that we will provide to Toho Water Authority. It will be good documentation that if they were able to repair the problem, the problem has either come back or they never repaired it at all.

Ms. Kassel stated this brings our total to \$14,000. We are over budget on irrigation water by \$7,700. In the accounting notes, they said that it is seasonal water usage, but we had plenty of rain so I wonder if the major leaks are a source of the extra water usage.

Mr. Haskett stated I do not have a way of calculating how many gallons those leaks equate to, but that does make up a lot of the usage. Those leaks can go undetected for a day or two before they are caught. I happened to notice one on Friday when it had rained two or three hours that day and there was a break on the mainline, which can be several million gallons.

Ms. Kassel stated when you present this information to Toho Water Authority, perhaps we can include that information as well to try to get a credit for that usage.

Mr. Berube stated that would seem reasonable because we have years of history on what has been a relatively stable system. I think we can make a good case for that.

Mr. Berube asked have we insured the mule that Mr. Druckenmiller uses in his duties?

Mr. Moyer stated we routinely get additions, and Ms. Paula Davis in Coral Springs typically adds those items to our insurance. I will confirm that with her.

Mr. Berube stated as long as we know that it has been added, that is fine. This is a new piece of equipment and it is all over the community, so it needs some sort of all-risk coverage.

Ms. Kassel stated under discounts, it appears people have taken extra discounts in the amount of \$5,600 over what we budgeted for. Do you believe that will even out over the course of the year?

Mr. Moyer stated the accountant annualizes that figure over 12 months, but we receive all of our assessments in six months, and that figure will even out.

**B. Invoice Approval #129 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.

Mr. LeMenager stated I noted that we are making a reimbursement to Harmony Development Company for a recycled fence replacement from an automobile accident.

Mr. Berube stated I had that same question.

Mr. LeMenager asked is this something that we should be talking to someone's insurance company about?

Mr. Haskett stated yes. We have an accident report and a case number, which we forwarded to Severn Trent and requested they follow up on this.

Mr. Moyer stated we do have a pretty good record of being reimbursed from insurance companies, and we do file those claims. It is not a big issue here in Harmony, but Celebration CDD has numerous claims, and insurance companies are pretty good about paying those.

Mr. Walls stated the Development Company has already paid for it and it has been fixed. From whom should we be seeking reimbursement?

Mr. Haskett stated the fence was repaired by taking some fencing from another area since it was less expensive as it relates to shipping charges, and it already matched the aging of the existing fence.

Mr. Berube stated this month's invoices did not appear to have the Luke Brothers primary monthly invoice. Was it a timing issue?

Mr. Haskett stated it was an email issue. It was sent through but there are several other items that are also not included on this month's list.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, approval was given to the invoices as presented.
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**C. 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 one of the bottom items mentions the metal cover is missing from the doggie pot receptacle, and I think there might be a few of those.

Mr. Haskett stated we have counted five so far.

Ms. Kassel asked are they on order?

Mr. Haskett stated we are looking into alternatives into the lids we currently use. The hinges are steel and are failing on the aluminum lids.

Mr. Berube stated so it is a case of rust and corrosion losing the lids, not people tearing them off.

Mr. Haskett stated that is correct.

Ms. Kassel stated it is a doggie pot design flaw.

Mr. LeMenager stated driving over today, I did notice that a car ran into a tree on Primrose Willow. Now that we are on record for being responsible for the trees, is that something we are looking into? Is there an accident report?

Mr. Haskett stated we are waiting for that report.

Ms. Kassel asked when did that accident happen?

Mr. Haskett stated Thursday or Friday of last week.

**D. Reconsideration of Meeting Schedule**

Mr. Moyer stated when we advertised your meeting schedule originally, it was for the fourth Thursday of each month instead of the last Thursday. There are two months during the year when we have five Thursdays, so the question for the Board is, do you want to

readvertise the meeting schedule for the last Thursday or simply stay with the fourth Thursday.

Mr. LeMenager asked do we need to spend money to advertise this change?

Mr. Moyer stated yes.

Mr. LeMenager stated then I think we should stick with the schedule that was advertised.

Ms. Kassel asked what dates are affected?

Mr. Evans stated March, June and September.

Ms. Kassel stated I will be gone on March 24.

Mr. LeMenager stated in order to advertise the correct dates, we need to spend \$50 to \$70. Why should we spend that amount?

Ms. Kassel stated I think it might be warranted because the residents are accustomed to having the meetings occur on the last Thursday of each month. I think there is an argument for scheduling all our meetings since that is what the schedule has been for the last number of years.

Mr. Berube asked do people rely on the signs posted or by the calendar?

Most residents replied they saw the posted signs.

Mr. LeMenager stated thank you all for coming to our meeting. Last month there was only one resident in the audience.

A Resident stated you could also send everyone an email as well as post the signs.

Mr. Berube stated we already spent the money, so I think we should leave the schedule as it was advertised.

Mr. Walls stated I agree; let us save the money.

## **FIFTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. vanAssenderp stated the State Legislature is considering some changes to the law, some dealing with Districts but we will keep you apprised as to the effect they will have for Harmony.

Mr. Moyer stated I heard through a different source that in one bill dealing with all governments, they are again looking to permit our meeting schedule notification to be by website. I do not know whether we need to actively be involved in that process, but if it casually comes up, I think this District would support that.

Mr. vanAssenderp stated I am monitoring that bill, and I am not registered to lobby for you on this subject this year. I will probably have the opportunity to convey your support and if it comes up, I would be happy to do so.

**B. Engineer**

Mr. Boyd stated I will be contacting Toho Water Authority to let them know we are having irrigation breaks again, and I will setup that meeting. If needed, I will include the District Manager and District Counsel as well.

Mr. LeMenager stated some of the fire hydrants and relief valves also need to be discussed. They have installed them on the corner of Schoolhouse and Cat Brier, but they have not installed the pipe to take it directly out to the road. We now have thousands of gallons of water pouring right onto our CDD easement, including the landscaping. I do not know what the long-term impact is, but I cannot imagine it would be good.

Mr. Boyd stated I was not aware of that. I will make a note to discuss that with them.

Mr. Berube stated they do not always put on the extension pipe. I think the anticipation when they do that is they are going to run the water for a day or two but not for weeks.

Mr. Boyd stated I will check on that.

Mr. Berube stated their operations manager was at a meeting here last month and he seems like a straight-up guy. Perhaps getting him involved might help.

**C. Developer**

**i. Proposal for Playground Equipment**

Mr. Haskett reviewed a proposal for playground equipment to add a two-swing bay onto the existing swing set at Lakeshore Park specifically for toddlers. We previously discussed making one of the existing adult seats a toddler seat, but according to the Standards for Safety of Large Equipment, you cannot mix the swings in one bay.

Mr. Berube stated when we originally discussed this, we wanted one regular seat and one toddler seat but that is not permitted due to the length of the chain and various other things. Our original approval could not happen, so we are requesting this new bay. Those swings get a lot of use.

Ms. Kassel asked you cannot remove one seat and replace it with a toddler seat?

Mr. Berube stated no, not if it is in the same bay, which is between the upright poles. They all have to be the same type of seat.

Mr. LeMenager stated that makes sense.

Mr. Berube stated we are going to add another top post with an arm at the top with the two toddler seats, making a total of four seats all on one swing set. This is a little cheaper than getting a whole new swing set since this is just an add-on piece.

Ms. Kassel stated I want to remind members of the audience to fill out the forms in the back of the room if you want to voice your concerns or opinions about things we are going to vote on, such as this item. Give them to Mr. Moyer and he will read them to us on matters before we take a vote.

Mr. Berube made a MOTION to approve the playground equipment proposal for the addition of one bay with two toddler seats in the amount of \$1,744.69.  
Mr. Walls seconded the motion.

Ms. Kassel asked can this come from the capital budget? It is a capital item. Why should it come from the operations budget?

Mr. LeMenager stated I agree.

Mr. Evans stated the only problem is that the monies in the capital budget came from the 2004 bond improvement fund, which is designated primarily for the west side.

Mr. LeMenager stated that makes sense.

Mr. Berube stated we paid for the last one out of the Equipment budget line item, the same as we use for boats.

Ms. Kassel asked what is our remaining budget?

Mr. Berube stated we are well under, and it should remain that way.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the proposal for playground equipment.

**ii. Request for CDD Contribution to the CDD Storage Area Path**

Mr. Haskett stated we are looking to locate the storage unit along the gas pipeline before you get to the golf maintenance facility along Five Oaks Drive. There is an existing pathway that is about 700 feet long and seven feet wide that we have used over the years. To get where the CDD's storage portable is located, that area has really degraded over the past few years and we want to improve that path.

Mr. Berube asked is this CDD-owned land?

Mr. Haskett stated no.

Mr. Walls stated to that end, I asked Mr. Haskett to provide a use agreement for the CDD so that we have something that allows us to use that area.

Mr. Tome stated we sent a copy of that agreement to legal counsel for review. It is essentially the same agreement that we have in place with Luke Brothers for their use of that space. It was an oversight on our part in not having this use agreement finalized for the CDD's compound.

Mr. vanAssenderp stated I reviewed the draft that was received this morning and I have a couple technical comments that I will return to Mr. Tome by email. One of them is substantive. I think we ought to refer not just to the employees of the District but any agents of the District. The liability insurance is a requirement of this agreement, also to indemnify and hold harmless the property owner. I want to know if there are any other funds for such an indemnification clause.

Mr. Moyer stated we do have an insurance policy with the Florida Municipal Insurance Trust in the amounts that are provided for in the agreement.

Mr. vanAssenderp stated wherever the agreement references the tenant and its employees, we should add "and its agents." The liability is joint and severable for any employee and any agent of the employee the way it is drafted.

Mr. Berube stated the primary purpose of improving this path is for Mr. Druckenmiller to be able to access our storage facility, as well as Luke Brothers, who is a CDD contractor, to access their compound area.

Mr. Tome stated that is correct. Mr. Haskett and I were just talking this morning about the original land use agreement that is between Luke Brothers and Birchwood Acres. It probably makes more sense to have a tri-party agreement or just between the CDD and Birchwood Acres. It is property owned by the Harmony Development Company, but we provided that area to Luke Brothers. It may be better to look at access to both areas and encompass them in one tri-party agreement. We are amenable to whatever you choose, but it did not sound like anything the attorney mentioned would be something we would oppose.

Mr. vanAssenderp stated that is the reason I suggest adding the District's agents or independent contractors to the two-party agreement.

Mr. Berube stated I do not see any issues in us getting involved in this, as long as legal counsel is fine with it. Our insurance coverage includes liability insurance. I do not

have any problem with this path. I understand the need for it because I have been back there, and it is tough.

Ms. Kassel stated it has only gotten tough recently and only because of Luke Brothers's vehicles going through there. The CDD is paying for Luke Brothers's access. REW was back there for years, and they did not degrade the path. We need Mr. Druckenmiller to be able to have access, which I think is reasonable. I am not very supportive for the CDD to make it possible for Luke Brothers.

Mr. Tome stated we all travel the same roads and where a pothole was one inch deep, it is now 10 inches deep, it just happens. That is the same thing that happened to this path, and it happens over time. There has been an issue in this area. When REW was there, we had potholes and other issues with the degradation of the area. It has now reached a point where it needs to be improved. We can simply put dirt and sand on the path, which will be a continuation of what is there, or improve it to the point where you are going to put down a more substantive base that will allow for vehicles moving back and forth. It was always there but it has taken time to get to the point where it is impassable and not safe.

Mr. Berube stated that area is effectively a sand pit, and the longer that goes on, the more it will turn into flour rather than sand. I do not like spending \$3,900 of the people's money on something that is useless, but I think this is reasonable considering the access we need to that area for our purposes.

Mr. Evans stated basically the CDD does not have any land to put this facility on, and the developer is allowing us to use that property at no additional cost. The responsibility falls on the District to maintain and pay for the access to reach that property. I think it is a fair tradeoff.

Mr. Berube stated it comes down to what we have been discussing for months, as the District expands its ability to do certain things and add employees, we shifted it all to the Development Company in the beginning and we need to start taking it back. We need to start taking responsibility for our actions.

Mr. LeMenager stated I am thinking of anywhere the District has property that we could use for such a facility. Is there an appropriate location where we can put in something like this? I try to look at where this is going in five or ten years. Clearly the

District needs a location for storage sheds and we want to do more of this. I wonder if this is something temporary.

Mr. vanAssenderp stated the contract as it is currently drafted can be renewed under the terms of the agreement.

Mr. LeMenager stated I noted that. My question is, why would we spend \$3,900 for just one year, although we expect it will be for longer than a year. Are we better off doing some research to find another location for our storage shed? I do not know the answer to that question.

Mr. Berube stated it is a box that is 40 feet long, so it is more than just a shed. We have several thousand square feet tied up with our tree nursery in that same area.

Mr. Tome stated you need to also look at Luke Brothers and their trailers, and where they will put their waste and where they will stage their equipment and personnel. It is a sizable area that you need. It is not something you want to put just anywhere from an unsightly standpoint. It will require significant fencing and wind screening. It is probably in the right location today, but where the perfect location is 20 years from now, I do not know.

Ms. Kassel stated if we consider that this improvement will last at least two years, you can annualize the total to come up with just under \$2,000 each year. It is costing us much less than it would be to attempt to create a facility of our own and maintain it. That is something we might do in the future, but for the next two years, this is an inexpensive alternative with the developer to spend some money on the road out there and to allow us to use the area rent free and to keep it out of the public eye.

Mr. LeMenager asked is it within the CDD's right-of-way?

Mr. Tome stated yes.

Mr. LeMenager stated but it is property that Birchwood owns, not property the CDD owns.

Mr. Berube stated even if we attributed this to our need for a storage box for Mr. Druckenmiller, our savings in the second year will more than cover the cost of this road improvement. The second year, our anticipated savings is \$10,000. If we attribute it to the need and say it is strictly for the storage box and our related effects, the second year covers the cost.

Mr. Walls stated I am fine with doing this improvement as long as we have a finalized agreement. I agree with Mr. Evans that this is a good tradeoff. The only concern is there is a 60-day notice to terminate. I know that is not the intent, but theoretically we could spend \$3,900 and 60 days later have to find a different site. I would like to find some type of mitigation for the money we will have spent. This is a capital improvement on the west side, so I think we should use capital improvement funds to pay for this.

Ms. Kassel asked is this considered a capital improvement?

Mr. Evans stated yes, I think we could do that.

Mr. Berube asked should a capital expense be permanent? This is more of a temporary solution.

Mr. Walls stated this road will last a long time.

Mr. Evans stated as far as an infrastructure improvement, it is a roadway.

Mr. Boyd stated it is not an asphalt roadway, but it is a roadway.

Mr. Evans stated I think that is a good point; I think it can come from the capital fund.

Mr. LeMenager asked rather than doing a lease, can we instead ask the developer to give us this little piece of property? We just said that it is sand, that it is not a very useful piece of property and that it is hidden away. Why not just let it be District-owned property?

Ms. Kassel stated because then we are responsible for the costs of maintaining it, and the developer is shouldering those costs right now.

Mr. Berube stated they cannot do that. There is a law that says we cannot have any land-locked property.

Mr. Evans stated we are considering the proposal for the stabilization and enhancement of the road, subject to a revised Storage Compound Permission Use Agreement with the comments made by Mr. vanAssenderp, in addition to the reimbursement for those costs on a prorated basis in the event of an early termination.

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, approval was given to enhance the storage path area in the amount of \$3,900, subject to a revised Storage Compound Permission Use Agreement as modified by legal counsel, subject to the reimbursement of costs on a prorated basis in the event of an early termination, to be funded from the 2004 capital projects fund, as discussed above.

Mr. Boyd stated since this will be a capital project, the invoice should come to my office so that we can generate a capital requisition.

Mr. Evans asked the developer is having work performed in addition to this request?

Mr. Haskett stated yes.

Mr. Evans stated so we are receiving the benefit of economies of scale. Is it appropriate for them to provide you with the total invoice with the District's proportionate share to reimburse back to them?

Mr. Boyd stated yes, we can make that calculation on the invoice.

Mr. Evans stated they are doing quite a bit more work, but there will be economies of scale. I do not know if they want to break it out in a separate invoice for the District's share?

Mr. Haskett stated we can do it either way.

Mr. Evans stated the Development Company will pay for their share directly, and the District will issue a requisition to pay the vendor directly for the District's portion.

Mr. Berube asked do we need to discuss a credit card for Mr. Druckenmiller? He has a lot of handyman tasks on his work list. Should we have a Harmony CDD credit card to make it easier to purchase things?

Mr. Haskett stated we discussed having a plan for doing renovations at the Lakeshore Park bathrooms and other various things. The logistics of trying to get a check for materials is sometimes difficult. A credit card will make the process a lot easier.

Mr. Berube asked will you be willing to facilitate getting one?

Mr. Haskett stated yes.

Mr. Berube stated we will also need a credit card use agreement that identifies a number of things, such as the employee is responsible for this card, there must be an accompanying invoice, and so forth.

Mr. Moyer stated I would like to put a limit on that credit card. How much do you think he might need to spend each month?

Mr. Berube stated maybe \$2,500.

Mr. Haskett stated I would suggest \$1,000 or \$1,500.

Mr. LeMenager stated if you have a larger expenditure, then you can go through the check request process. I agree with a lower limit.

Mr. Walls stated there should be a per-purchase dollar limit so that anything over a certain dollar amount has to come to the Board for approval.

Mr. Berube stated Mr. Haskett has purchasing authority, and he will know what is going on. With rare exception, I do not think we have ever had any issue with Mr. Haskett's purchasing authority. I presume this falls in the same limits of control.

Mr. Evans stated his purchases do not require Board approval because the management company has the authority to make the necessary approvals and purchases that are already outlined and approved in the budget. It is not necessary for the Board to micromanage their purchases.

Mr. Walls stated I agree, as long as the purchases are within something we have already granted to them or approved.

Mr. Moyer stated Mr. Haskett is very good about that. The Board saw some correspondence on the storage path roadway. Mr. Haskett was uncomfortable moving forward with that without the Board's approval.

Mr. Berube stated Mr. Druckenmiller has a lot of upcoming projects to undertake. We have an account setup at Northern Tool that we needed to purchase the trailer and the toolbox, which is sometimes a hassle. Credit cards are accepted everywhere.

Mr. Evans asked have we determined what the limit will be?

Mr. Haskett stated I recommend \$1,000.

Mr. Berube stated I know we probably have not yet started with the changes in pool security. We discussed this at our last meeting about pulling together some information about how other places have started getting cards to the residents and what the procedure will be. I want to move ahead of putting new locks on the gates. If we are going to put something in the Harmony Notes about how this is going to work, we have a two-month lead time.

Mr. Haskett stated the equipment for the card readers has been ordered. Chapco is working on manufacturing the gates. In looking ahead at the rules for use and access, our rules will accommodate a change in the gates and what we can or cannot do. Things we need to work through include how to implement the new system and transition from the keys to the cards. It cannot all happen in one day. We designed a gate that will have a key latch on it. Once we know everyone has their cards, probably a two-week or three-week period, then the new system will be up and running and the key system will be taken

away. I need to meet with Ms. Burgess to discuss how to get all the information downloaded into the card system and get everyone setup. Once we have the cards, each one will have an individual number on it, that we will assign to a specific individual. We are still researching pricing for the printer for the cards. We are within budget on everything so far, but we have not yet found a manufacturer that we are comfortable with that will stand up over time.

Mr. vanAssenderp asked how does a non-resident who wants access to the facilities obtain a key? How would a non-resident get the card with the new system?

Mr. Moyer stated they would have to pay the fee, and then we will provide them with a card.

Mr. vanAssenderp asked where do residents currently pick up the keys?

Mr. Berube stated I think he is asking where the card would be issued.

Mr. vanAssenderp asked where does a member of the public pay the fee? How is that facilitated? How different is that going to be with what happens currently with the key?

Mr. Haskett stated it will be slightly different. Right now, residents receive keys from the Sales Gallery. It has not happened yet where a non-resident has requested a key. Because the non-resident has to pay the \$1,000 fee, we would send them to the Celebration office to handle that. As far as transitioning to the cards, initially we will have a weekend event where people can register and receive their cards. After that, however, everyone will need to go to the Celebration office to receive cards.

Mr. vanAssenderp asked so they will need to go off the premises to receive their card?

Ms. Kassel stated that is correct.

Mr. Berube stated this relates to part of my question about the mechanics of how we are going to issue the cards and the rules and regulations for the cards, including if we are going to charge for them. I think we need to work that out and inform our residents well in advance.

Mr. Haskett stated if you do not go through the process of amending the rules that are in place now, the current rules indicate that a resident may have two per household and it is an additional \$25 for each one after the initial two. I would think that rule would still apply.

Mr. Tome stated we have owners and renters. The home owner probably still wants to have some kind of access and will keep their cards. Under that scenario, if the home owner lives in Michigan, he will probably want a card, as will his renter. How many cards will you issue in that situation, who receives one, who does not receive one, and who has to pay?

Mr. Berube stated effectively, each household receives two cards, regardless of who lives there. We cannot discriminate between an owner and a renter. Once the house has its two cards issued, that is between the owner and the renter to work out. Right now, we distribute keys and we gain nothing if we just start distributing plastic cards.

Mr. Tome asked will the card have a picture on it?

Mr. Haskett stated yes.

Mr. Tome asked if I am a home owner in Michigan and do not live here but I own the house and I have renters who are leaving in a month but they want to continue to use the facilities during the month they are still here, whose face gets on the cards and who pays for what? I know that question will be raised at some point.

Mr. Haskett stated there are several policies that I have seen that we can discuss next month. In some CDDs, if you have renters who want access, they have to have a copy of the lease so that when the lease expires, the cards also expire. It is automatic so you do not have to remember. They also need a letter of permission from the home owner. That way there are not a lot of extra cards out, which will help with the paperwork. It will eliminate someone claiming that they own the house but not having any evidence of it.

Ms. Kassel asked what about a utility bill?

Mr. Haskett stated there are various documents that could be used.

Mr. Walls stated we definitely want proof of residency. I think we need to stay with two cards per household. If the owners get the first two cards and they have renters in the house who want access, the renters need to pay \$50 to get two more cards.

Ms. Kassel asked can we limit the total number of cards per household? If they keep losing cards and paying \$25 for new cards, they can give them out to their friends.

Mr. Walls stated but their picture is on the card.

Mr. Berube stated if they lose their card and get a replacement, we deactivate the previous card.

Ms. Kassel asked what if they do not claim it is lost and they just want another one?

Mr. Haskett stated that is one reason for their picture on the card.

Ms. Kassel asked who is really going to check the pictures unless they create a problem?

Mr. Berube stated we have two staff people, both uniformed, who can walk through those pools at any given time. The rules allow them to ask to see their access card. Mr. Belieff has been doing that with keys in the past when he has suspected someone, and he has confiscated keys. That is the reason we are going with this new system. Someone can do a walk through and it does not have to be confrontational. If the rule is that you must display your card, it should be there. If you do not have a card that has your picture on it, then they have to leave.

Ms. Kassel asked what about people who have kids who are 15 but it is their parent's picture on the card? Maybe we need to limit each household to four cards. If they request more, then we deactivate one of their cards.

Mr. Berube stated kids who are 15 are not supposed to be at the pools without their parents.

Mr. LeMenager asked what if you have four kids? That is not unreasonable.

Mr. Berube stated we have rules on who is allowed in the pool enclosures.

Ms. Kassel stated I am not saying every single family member needs a card. What if two 15-year-olds come, who are residents, and bring three of their friends?

Mr. LeMenager stated that is true; you are allowed to bring guests.

Mr. Berube stated we still have an age requirement to be inside the pool enclosure.

Mr. Haskett stated I believe those were revised when you last adopted rules, and I recall the rules stating that children must have adult supervision.

Mr. Berube stated we may need to assign an age. I do not know that we want kids who are 12 or 14 inside the pool enclosure without adult supervision. In that case, the adult brings the kids with them and needs to stay with their card so that we know who is allowed to be there.

Mr. LeMenager stated I think the definition of children only applied to the docks, not to the pools. I do not think we changed that for the pools.

Mr. Berube stated that is one more thing that needs to be added to the things that have to be clarified, which is the age of kids who may be unaccompanied by an adult in the pool.

Mr. Haskett stated the guidelines could indicate that children aged 16 and older can be issued cards upon request.

Mr. Berube stated I think 16 or 17 is adequate. If a kid lives in St. Cloud, he is probably not going to walk here to use the pool. If they can drive, they may drive here from other places and attempt to use the facilities.

Mr. Haskett stated they would still need to go to Celebration to get their card after they prove that they live here.

Ms. Kassel stated someone who supervises the kids has the card. Does the person who is 16 years or older who is supervising younger kids need to have a card if the kid has the card?

Mr. Berube stated it sounds like Mr. Haskett has most of this worked out.

Mr. Tome stated we are handling the change out for the locks and gates. As far as the rules and regulations, it sounds like we can use the existing rules from other Districts as a model for Harmony.

Mr. Berube stated perhaps next month you can provide a summary in our agenda package of where we are.

Mr. Haskett asked does Mr. Moyer have any documents that we can reference? So far, your staff has directed me to Artisan Park documents.

Mr. Moyer stated Brighton Lakes is probably the closest example, so we will forward that to you.

Mr. vanAssenderp stated you should distribute that before the next meeting because we will want to compare them to your existing rules and see if anything else needs to be changed.

Mr. LeMenager stated I find myself not in complete agreement. Households in this community pay about \$1,000 per year to use these facilities; that is essentially your operations and maintenance portion of the CDD assessments. Talking about restrictions for access and limiting cards or charging for a third card, I find myself concerned about that, given the amount of money that people spend. If you add the HOA fees and the CDD assessments, it is about \$100 per month. I am not sure we are sending the right message by saying we want them to pay something extra. This is a relatively expensive community already, and I am not sure we want to add more charges and fees. I do think at the last meeting Ms. Kassel suggested this might be a good topic for a separate

workshop, and I tend to agree with that. This is something we really want to discuss in detail because it will impact everyone in town.

Mr. Berube stated I am not sure we are adding fees or costs to anyone as long as they only need two cards.

Mr. LeMenager stated cards are different from keys. Family members can easily pass keys around among themselves. With respect to cards, I like the idea of every family member having a card.

Mr. Berube asked if those family members are ages 9 through 12 and they have access to the pools and can get in, do you mind that?

Mr. LeMenager stated that is a matter of looking at the existing rules that other CDDs and communities have in place to see how you word that. If a family has four kids and everyone is old enough to get a card, why would you want to charge \$100?

Mr. Walls stated we are discussing facilities that should have some adult supervision. This is not like getting into the playground or some of the other kid-friendly facilities. This is for the lake and the pools.

Mr. LeMenager stated we had a lengthy discussion about fishing in ponds and trying to make it easier for kids to go down to the lake and fish instead of doing it in the ponds. Now we are getting back to being 16 years old to be unsupervised. Can we have different access at the three different locks? Can we allow one to be younger than the other two facilities? That was the feeling of this Board with respect to encouraging kids to fish at the lake rather than the ponds. We could designate the minimum age for the pools to be 16 and the lake to be 12.

Ms. Kassel stated think about summertime. Parents work and the kids want to do something, like go to the pool. They cannot go to the pool all day if their parents are working. There needs to be some kind of adult supervision, or at least an age that is old enough to have some responsibility. There are some kids who are 12 or 13 and babysit other kids.

Mr. LeMenager stated that is why we designated the definition as “children” instead of assigning a specific age and let the parent make the decision of what constitutes a child and what constitutes someone who can be unsupervised. Before we rush forward, there are other issues we need to think through.

Mr. Haskett stated I think a workshop is a great idea. Does that need to be advertised?

Mr. LeMenager stated yes.

Ms. Kassel asked how long will it take to schedule a meeting and run the advertisement?

Mr. Moyer stated about 10 or 11 days. The notice has to be one week prior to the meeting and it takes the newspaper about three days to schedule the notice.

Ms. Kassel stated we could have a workshop following the next Board meeting.

Mr. LeMenager stated or we could hold it before the next meeting.

Ms. Kassel asked will we have things in place by the next meeting to be able to start rolling things out?

Mr. Haskett stated probably two meetings from now would be better.

Mr. Tome stated if we are going to use the Harmony Notes as a vehicle to inform the residents, our deadlines are very early.

Mr. LeMenager stated I think that is key. We are discussing something that is going to impact everyone in town, and we really want to get the message out to them what is coming and to encourage them to attend the workshop.

Mr. Berube stated we could include something in the next Harmony Notes, nothing fancy or specific, but something like the pool access rules are changing and further information is forthcoming.

Ms. Kassel stated perhaps word it for pool access policies. If we are changing rules, that requires a hearing.

Mr. LeMenager stated just tell them we are going to switch from keys to access cards.

## **SIXTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Walls stated I had the opportunity to meet Dick and Marilyn Mower last night, and they are the people who provided the shuffleboard in our community.

Ms. Kassel stated thank you for that.

Mr. Walls stated they had some small improvements that they would like to make around the shuffleboard area to accommodate a score board. I would like to meet with them in the next couple weeks to see what they are looking for. The other issue is equipment. Right now in order to play, you need to bring your own shuffleboard equipment, and they were asking about the opportunity to have some community equipment available that people can use. I know we have other facilities like a basketball

court and a volleyball court. It would be nice to have equipment for people to use those facilities. It is something to think about between now and the next meeting.

Mr. Berube stated I think that is a great idea. How do we keep it from disappearing?

Mr. Walls stated it would need to be checked out.

Mr. Berube stated at one time, we had brooms and squeegees for the basketball court that disappeared. Short of having a box somewhere that is locked, they would need a key.

Ms. Kassel stated even if you have card access, we would not know from those who accessed it either left the equipment out or took it.

Mr. LeMenager stated our new card system will give us the perfect solution because we will know exactly who opened it up.

Ms. Kassel stated there may be a number of people who accessed it, but we will not know specifically who took the equipment or left it out.

Mr. Berube stated the soccer nets are routinely damaged, as is the volleyball court net. We have ongoing maintenance to replace items anyway.

Ms. Marilyn Mower stated one of the suggestions we had was perhaps the Pro Shop could keep the equipment. It is four cues and eight discs. That is all the equipment that is required to use the shuffleboard court. The Pro Shop is open most of the day, and we could put up a sign-up sheet so that no one takes it without signing it out and noting the date and time. They are responsible for returning the equipment and then you would know who has it or where it is.

Ms. Kassel stated perhaps that can be part of the dockmaster's duties since he is much closer than having to come all the way up here, go back down to use it and then bring it all the way back up here. If the dockmaster and his assistant are willing to do that, they could have the equipment checked out there since their location is much closer to the actual facility.

Mr. Walls stated we probably have room for that small amount of equipment in the locker down by the lake.

Mr. Berube asked is that something Mr. Belieff can coordinate?

Mr. Belieff stated yes.

Mr. Berube stated that would be better than burdening the staff at the Pro Shop and forcing people to come all the way up here. With our two staff people, we now have coverage seven days a week. Between Mr. Belieff and Mr. Druckenmiller, we will have

control as to who is taking things out of the locker. We will put a plan together by next month to have some rules and regulations for that, as well.

Mr. LeMenager stated I have some concerns about that, and the question is, where do we draw the line. If you want to use the basketball court, you bring your own ball. If you want to use the volleyball court, you bring your own volleyball. If you want to play football or soccer, you have to bring your own equipment. The extent we start funding equipment, then it will be reasonable for people to want to check out a basketball or a soccer ball.

Mr. Berube asked are we providing this equipment or are the Mowers providing the equipment?

Ms. Mower stated we have the equipment. What we have discovered is that kids like to take the cues and use them as dueling swords. The equipment that we have will not stand up to that kind of use.

Mr. Evans asked where are you going to build this court?

Mr. Walls stated they built it already. It is installed.

Ms. Kassel stated it is in the old basketball court.

Mr. Evans stated that is not CDD property.

Mr. LeMenager asked where is the boundary?

Mr. Berube asked Lakeshore Park is not CDD property?

Mr. Evans stated not the area where the old basketball court is.

Mr. Tome stated the old basketball court is on developer-owned property. It is a five-acre tract that runs through the center of that. With that said, it has been used for other activities. It was placed in an area where it will be used, and the Development Company does not object to where it was placed. It can eventually be moved, too, but there is no reason to do that today.

Mr. Evans stated Mr. LeMenager raises a good point. If we are going to build a new facility that requires equipment in order to play, first it needs to be on District property, where is it going to be located, what will it cost to build this facility, and how are we going to manage it.

Mr. Walls stated I was under the impression that it was District property.

Mr. Berube stated the facility exists. I presume the Mowers donated the shuffleboard court. Do we want to invest in shuffleboard equipment that may be needed?

Mr. Evans stated we need to answer the first principal question. Does the District want to create another amenity?

Mr. Berube stated I think so.

Mr. Evans stated it is quasi-utilizing private property for this court.

Mr. LeMenager stated right now it is on developer property and he does not mind if it is used, which is great. To the extent we want to add any facilities, we should do that via some sort of community-wide opinion poll as to what people would like to have, which is based upon demand. In the current economy, I am not in favor of adding another facility in a golf course community out in the middle of nowhere.

Ms. Kassel stated we just added two swings.

Mr. Berube stated there was a request for kayaks, and we purchased two additional kayaks, which get some use. The kayaks are not stored on our property, either. We added the sports field over a period of time and it gets used. We added the swing set and we continue to add facilities. I do not hear any negative feedback from anyone.

Mr. Evans stated I am just raising the question of whether or not we want to add another facility. If the answer is yes, then the next question to be answered is, where will it go on District property, what do we need, what are the dimensions, and what will it cost. The next follow-up question is, does the District want to purchase and maintain the necessary equipment as well as house that equipment. There is a series of questions to be answered, and as soon as you get a "no," then you do not have to answer the rest of the questions.

Ms. Kassel stated I think Mr. LeMenager raises a good point that before we do anything, we should gauge the interest of the residents. Essentially, they are the ones who are paying for it.

Mr. LeMenager stated that is what we did for the swing set. There was clearly a demand and people were quite interested in it.

Mr. Evans stated I do not think anyone is opposed to a shuffleboard court. It is just the procedure we need to address. First, it needs to be on District property. We do not want to impose on private property. Then we need to address the cost. It could be a great asset, or it could be something that at first sounds like a great asset. I just do not know the answers.

Mr. Berube asked at this point, are you bringing your own equipment and people to play shuffleboard?

Ms. Mower stated we loan it to anyone who requests to use it.

Mr. Berube asked how great is the demand for this? Obviously there has been no publicity. How many people have played shuffleboard?

Mr. Dick Mower stated about 6 to 8 people, no more than 12.

Mr. Berube asked is it a burden to you to bring and remove your own equipment?

Ms. Mower stated no. It would just give more people the opportunity to use it. Right now, some of them play their own games with rocks.

Mr. Moyer stated perhaps we just monitor it for a while and see if the interest grows.

Mr. Berube stated I do not think any of us are opposed to making changes and making things better. I think we should think about this for a while before we start making any policies and revisit it again in the future if the demand increases. It might be a little more complex than finding a place to keep the equipment.

Ms. Mower stated because the court is too short, we still have a few pieces in our garage that will make it a full-length court. That is another issue.

Mr. Evans stated in other words, the old basketball court is a make-shift facility since it is not the proper length to facilitate its use.

Ms. Mower stated we could have put it diagonally on the pad, but then you would not be able to use the pad for anything else. We just truncated it and put it across one end.

Mr. Berube asked is it easily removed?

Ms. Mower stated yes, it snaps together so you can just pull it out.

Mr. Berube stated you could put it diagonally for its full length since we usually know in advance if the pad is to be used for something else. Does Mr. Tome have any objection to using the whole pad and putting it diagonally?

Mr. Tome stated no, not at all.

Ms. Kassel asked is it a project to move it or can you move it in 5 or 10 minutes?

Ms. Mower stated it is not difficult, but it will take probably 30 minutes since you have to take it apart and put it back together.

Mr. LeMenager stated keep in mind it is private property, so further questions can be directed to Mr. Tome.

Mr. Berube stated last month, Mr. Walls raised an issue about our operation and maintenance contracts and various suppliers, and he made some good points. I reviewed about 18 months of invoices from some of our suppliers, and I think engineering, legal and District management services are so tightly integrated that if we went out and looked for alternate proposals, it might save us a few dollars but will end up costing a fortune to bring in new people in a learning curve. I will not advocate changing any of those positions. I did look at the pools and put together what we have spent on pools and provided that proposal to the development staff. They said that we should not change from the current suppliers, which I support, but I want everyone to understand that we pay \$15,000 annually to Robert's Pool Services and we spent \$14,000 in pool supplies from Spies. That is almost \$30,000 annually to those two suppliers to maintain and supply the pools. The good news is, I prepared a spreadsheet of what we spent over 18 months with Spies. There are a few irregularities but I could not identify that they are more than 5% higher on anything. Even if we did change vendors, we might save \$500 or \$600 on a total of \$14,000. There is probably no reason to change those two suppliers. If we brought it in house and had our staff perform that work, we might save more money, but the development staff argued against that, with very good reasons.

Mr. Walls stated my comment was not necessarily to change any vendors but just to review.

Mr. Berube stated the only other one was aquatic maintenance, and I think we need to consider that. We are spending \$18,000 annually and we are largely looking at them spraying chemicals in the ponds. The ponds look as they do at any given month. There is algae growing in them and I do not know that there is a net gain by spraying all these chemicals in these ponds. Their contract ends at the end of September this year and we might want to consider not doing that work anymore.

Mr. Evans asked Mr. Boyd, what is the requirement for the District as to the maintenance of the ponds?

Mr. Boyd stated I do not know the specific requirements without reading the permit, but the District is required to maintain the ponds pursuant to the Water Management District's permit. There is not a fixed schedule but I can review the permit and provide a better description of the specifics that are required. The description is more general in nature.

Mr. Evans stated we cannot just abandon our maintenance.

Mr. Berube stated I am not saying to abandon it, but perhaps an as-needed basis might be as efficient or more efficient than what we are doing now. Right now, we are spraying chemicals and I am not sure that is a good thing.

Mr. Evans stated it may be the only option we have, but it is something we can explore.

Mr. Boyd stated I will review the permits for specifics, but I believe they address invasive species and mowing. I do not know that it will be very specific about the aquatic plants, but I will find out.

Mr. Walls stated I would be in favor of, not eliminating service altogether, but perhaps limiting service to invasive species rather than spraying for algae that seem to appear every month.

Mr. Berube stated if you read their report month after month, it is the same thing they sprayed.

Mr. Evans stated perhaps it is that spraying that does not cause an overrun every month.

Mr. LeMenager stated the important thing about the ponds is when we have a hurricane or a serious rain event. That is why they are there. When Hurricane Fay came through, we were all thrilled at how well our system worked.

Mr. Berube stated I agree. I am just suggesting this and I do not know if there is a better answer than what we are doing now. We are a green community and environmentally friendly, but we are just spraying chemicals all the time. Aesthetically, the ponds look as they do. Who knows what they would look like without any service? We have seven months to think about this before the contract expires and we can revisit this issue.

Ms. Kassel stated perhaps there are alternative means for pond treatment that have some kind of integrated pest or horticultural control that do not require chemicals that might be harmful to other species, invertebrates, and so forth. Perhaps that is something to research. I know Mr. Golgowski is the conservation director for the developer and not the CDD, but maybe that is something you have knowledge about or could look into and let us know what kinds of other treatment is available.

Mr. Golgowski stated the Bio-Tech treatment program is a step in that direction from what we were doing before.

Ms. Kassel stated it is also a lot less expensive than what we were doing before.

Mr. Walls asked what were we doing before?

Mr. Golgowski stated we were using chemicals that were much harsher.

Mr. LeMenager stated we realized a significant savings by choosing Bio-Tech, about \$18,000 from what we were spending a few years ago.

Ms. Kassel stated it is also less invasive.

Mr. Berube stated this may be the best alternative, but the report looks the same month after month and all they are doing is spraying every month. The ponds look as they do, and I do not know if that is acceptable to everyone or not.

Mr. Golgowski stated some of the ponds away from the neighborhoods do not have the stresses that the ones in town do, which is due to the fact that people are using fertilizer on their lawns and other things that end up in the ponds, so we end up treating the ponds. Algae and some of the simpler plants are the immediate response to those nutrients.

Mr. Moyer stated you also need to consider that you are using reuse water that is pretty high in nitrogen and phosphorus, as well.

Mr. Golgowski stated we are not using reuse yet, just untreated well water for the most part, but they are getting driveway and street runoff.

Mr. Boyd stated that is one of the main functions of the ponds is to collect that runoff and keep it in the ponds to prevent it from getting into the wetlands and Buck Lake. They are doing their job. To the extent that you want to control the algae blooms is more of an aesthetic issue than it is a permit issue.

Mr. Berube stated the immediate question that comes to my mind related to algae blooms and runoff is that we are installing small plants in these ponds. Would it be more logical to install larger plants? Can we purchase bigger plants?

Mr. Golgowski stated yes, you can purchase any size plant, but you will receive fewer plants for the same price.

Mr. Berube stated I understand that. Would it be more efficient with what we are trying to do if we installed bigger, more established plants in the ponds?

Mr. Golgowski stated the plants in this last plant authorization will grow bigger since they are a bigger type and they will grow five feet tall. They are suited for this location. It is time versus money and we will spend it however you direct.

Mr. Berube stated if our main attempt in installing the plants is to limit algae blooms from fertilizer, then maybe it is more effective to use larger plants immediately. Perhaps we can then trade off some of the monthly maintenance costs of treating algae with plants that also look better. We will look to Mr. Golgowski for guidance.

Ms. Kassel asked how long does it take the plants to mature or at least be effective to where there is a point of diminishing returns for getting a larger plant? Perhaps within one season, the plants are mature enough that they are taking in an amount of those nutrients that would otherwise go into the ponds, whereas if we invest in a bigger plant, what it will do in one season really will not pay us back.

Mr. Golgowski stated one of the plants on this list is bulrushes, a new plant, that has a high-nutrient intake, so it is a more efficient plant. That is a step in the right direction.

#### **SEVENTH ORDER OF BUSINESS**

#### **Audience Comments**

Mr. David Leeman stated if you are spending \$18,000 annually and if within the permit requirements you can do less, you should test it for six months or a year. If you are overrun with algae, then you can hire the vendor back. You are not saying you will never work with them again. Do a test to see how the plants perform. Regarding the credit card, it seems that the bill date should be arranged so that the invoice can be received in time to include it in the agenda packages for each meeting just so you know what is being purchased. Regarding the road to the storage facility, that whole area is temporary. I agree with Mr. LeMenager that while doing this now is a positive thing, that road will last longer than two years if they do a good job. You ought to start looking for a permanent place because that area will eventually be developed. It may not be for two or five years, but eventually you will need to find a permanent place. As to the keys for the pool, we are not being charged \$25 for the keys. It is a security deposit that we pay and do not get refunded if we lose the key. It is not a charge. With the access cards, residents will need to pay \$25 for additional cards. With the keys, if you do not lose it and return it when you move out, you receive your \$25 deposit. I agree that there should be a card for every family member with everyone's picture on their own card.

Mr. Berube stated related to the credit card, I have not seen any invoices for fuel for the mule. How is that being handled?

Mr. Haskett stated there will be an invoice forthcoming.

A Resident stated children may be coming to the pool with their grandparents or a babysitter. If the child has a card, perhaps there should be an attending adult on it so that if the child comes with a grandparent or babysitter, they will be allowed to be at the pool.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

The meeting adjourned at 10:45 a.m.

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Gary L. Moyer, Secretary

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Robert D. Evans, Chairman