

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, February 24, 2011, at 6:00 p.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
Brenda Burgess (<i>by phone</i>)	Moyer Management Group
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Pete Lucadano	Luke Brothers
Jason Schafer	Luke Brothers
Shad Tome	Harmony Development Company
Jose Zapata	Luke Brothers, Orlando Branch
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 January 27, 2011, Meeting

Mr. Evans reviewed the minutes of the January 27, 2011, meeting, and requested any additions, correction, or deletions.

Ms. Kassel stated page 5 under the financial statements, the sentence should read "Mr. Berube stated if you add everything together." Page 27, fifth line from the bottom should read "Ms. Kassel asked is it a project to move it or can you move it in 5 or 10 minutes?"

Mr. Walls stated page 23, Norris should be Mower and that occurs several times in the next few pages.

Mr. Berube stated page 4 first paragraph should read “I was trying to get a little more life out of the batteries.”

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to minutes of the January 27, 2011, meeting, as amended.

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. Evans stated I would like someone to give us some insight on this updated report that we were provided. Is this something we are going to begin seeing on a regular basis?

Mr. Lucadano stated yes, Mr. Haskett was very helpful in working with us to create a tool that has helped him track the daily and weekly functions to keep us accountable. It will also help him communicate with the Board what is happening and when. He has worked with us in doing several edits back and forth, but this is the latest update. We want the best communication that we can possibly have with the District.

Mr. Evans stated I am trying to understand who wrote what, before we discuss what is written. As I look at this, it appears there is a total of eight men assigned through February.

Mr. Berube stated Mr. Haskett completed the sections that are bold and underlined in response.

Mr. Evans stated Luke Brothers provided the first comments, Mr. Haskett responded, and then there is a column out to the right.

Mr. Zapata stated when we received the email from Mr. Haskett, he needed us to provide some answers to questions he had from our report. So we updated our report as shown on the right.

Mr. Evans stated I am trying to understand the timeline. This originated with comments from Luke Brothers for a total of eight men. Mr. Haskett’s response is under that, and then you came back with your response to his indicating there are eight full-time

men. All these exchanges are just for February, and this other one is for March. There are two timeframes and an exchange of comments relative to two different timeframes.

Mr. Zapata stated that is correct.

Mr. Evans stated I understand the flow. I do not really like the format, but I can follow it.

Mr. Zapata stated we can work with you on the format. This is something we addressed right away for Mr. Haskett to understand what direction we are taking.

Ms. Kassel stated I would like to know if Mr. Haskett has reviewed these comments and if he agrees with them.

Mr. Berube stated disregarding the content of the sheet, I would like Mr. Haskett to tell us why we have three people from Luke Brothers here tonight.

Mr. Haskett stated starting January 31, 2011, I noticed there was a lack of staff on site for the duties that needed to be performed during the month of February, and then also for March. All of the elements that had to take place were for preventive maintenance to get us through the summer. If they were not performed in the appropriate manner, then we would end up in the same position we were the past two years. So I initiated contact with all the representatives and we have had conversations back and forth throughout the month. We have had some discussions on the scope and what needed to be performed. We have achieved a lot of results. The answers I received last night which I provided for the Board, some of them are fine but others I do not agree with and are still open issues. I think the scope speaks for itself and it is defined, and it needs to be performed at the prescribed levels, which is what we expect.

Mr. Evans stated in other words, Mr. Haskett was not happy with what he was seeing in the field.

Mr. Haskett stated that is correct.

Mr. Evans stated you are the Board's liaison with Luke Brothers and what is happening in the field. You raised these concerns, and then they responded with what they believe is going on in the field. There is some disagreement in what Mr. Haskett feels are the obligations under the contract. Is it the level of performance or the timing of performance?

Mr. Haskett stated the timing of performance.

Mr. Evans stated it is either the level of performance or the timing, or some combination of the two. Mr. Haskett does not believe they have lived up to that portion to some degree in some areas, and they are here to respond.

Mr. Haskett stated that is correct.

Mr. Evans stated I do not want to get into the minutia of one particular tree. I do not think it is productive to get into nit picking. We are looking at the overall quality of services for which we have already employed Luke Brothers. I want to hear Mr. Haskett's position first since he is our liaison. I am not ready to hang anyone yet, but I want a basic understanding of the areas of timing and the areas of service. They can respond accordingly. I sense there is not much happiness with the services being performed, and I want to understand why staff is not happy with everything that is going on.

Mr. Haskett stated I think it was the slower action than I was expecting. February is a crucial month. I think we saw a decent response the second or third time of asking for responses on all the issues, which was on the 16th or 17th of the month. Having that response in the middle of the month was not acceptable to me. The main reason is that they waited until the last week to respond. As of this week, I do not see all the fertilizing has been done; the Estates has not yet been done. They have rushed through with mulching and trimming the native grasses. We are dealing with the hit-or-miss issue we dealt with last year because they are hurrying since they did not gear up enough. I want to make sure that does not keep occurring as we move forward. Supplementing with people from their other branches is fine in the spring if that is doable, but I am not sure how the regular full-time crew is going to be supplemented during the summer and the season of heavy growth. There needs to be enough people here to maintain the property as the scope sets forth.

Ms. Kassel asked there has not been?

Mr. Haskett stated that is correct; there has not been.

Mr. Evans asked how do you communicate your concerns? Do you have meetings?

Mr. Haskett stated I prefer to meet with Mr. Schafer, and sometimes it seems like we are meeting three times a day. At least on a daily basis, we communicate.

Mr. Evans stated you also provide emails with photographs, maps and locations for areas of our concern.

Mr. Haskett stated that is correct.

Mr. Evans asked how many hours each week do you spend with Luke Brothers?

Mr. Haskett stated this month, I probably spent at least 100 hours, which is way too many hours.

Mr. Evans stated we essentially have another employee who is reviewing the scope and not nagging the contractor but providing very concise, informative feedback. The comments are not “I just do not like it” but they are “I have a problem with these trees that need pruning in this location, I believe this is the application” and so forth. The comments are very specific insight from another set of eyes on the ground, whether you agree with them or not. We are not to that point yet. Mr. Haskett is providing 100 hours or more of his time each month, which is paid by the developer, not this District. Mr. Haskett has a lot of other things he does for the developer that gets pushed off because you have this obligation. Mr. Haskett is taking on an enormous burden into your duties to provide assistance. I want to thank you for your time. I know you spend a lot of hours on your own time doing an enormous amount of work to make this place look as nice as it possibly can. I do not want anyone in this community to take that for granted. We appreciate your efforts. Mr. Haskett is here to help us. A lot of communities do not provide that level of detailed, comprehensive feedback. I live in such a community now where everyone complains but they do not tell you what the problem is, and there is a difference. There is a difference between “I do not like it” versus “there is an irrigation head that has been broken, which is why we are not getting the water to this area.” We believe that we are providing Luke Brothers with an enormous amount of assistance to carry out your duties under the contract that do not seem to be happening. The means of communication seems to be very thorough and comprehensive. There is no shortage of effort in having meetings, and it is not like Luke Brothers is avoiding Mr. Haskett. He is sending all this information out. Where is the breakdown? Why is it not being implemented? I do not want to get into the minutia; I want to understand the bigger picture.

Mr. Lucadano stated from our perspective, everything that Mr. Haskett said tonight are things that he has told us and has been very specific with us. I do think it is important to capture the timeframe, which is the first three weeks of the month. Had we been in that situation tonight, I would agree that there was a lack of response or lack of sufficiency to

Mr. Haskett's concerns according to the scope. But he did state that over the past two weeks, there has been ample manpower and there has been ample equipment. There are very significant and serious contractual efforts that happen one time a year on the property. Those things are happening right now. I think it is important to recognize that there are some serious annual tasks happening at this time that you require. Once those tasks are completed in the month of March, we will resume more of a normal maintenance program. A normal maintenance program on a property of this size with this acreage is very intense, and it has to have the right people. In the beginning of February, Mr. Haskett had a lot of concerns. He did not see a lot of activity. He saw what was our reduced winter staff on property. He did not see a lot of supplementation. He knew what we needed to have done contractually in February and March. He spoke his mind about it. The mistake we made was we did not clearly explain to him what we are going to do. Rather than paying people to stand around until the threat of frosts was over, we kept our maintenance staff on Harmony's property and used a smaller crew during that time. Once the threat of frosts is gone, we will be performing the heavy grass cutbacks and the heavy frost cutbacks, crepe myrtle pruning, and those type of pruning events that need to happen prior to mulching. We did not really do a good enough job in explaining that to Mr. Haskett. We left him guessing. He has prior years of reference for this property and he told us many times that he does not want to have previous experiences happen again. Everything is not perfect. There are a few percentages that we have to clarify. We have had ample manpower on the property over the last several weeks. We have to explain to Mr. Haskett exactly what our vision is for staff on the property, what our vision is for equipment on the property, and things that are very specifically different than what we did last year that will be better and more improved. We will not be pulling staff off this property like we did last year. We brought a lot of technology into the program, and I think the results are very evident. We are not there yet, but we see grasses cut, we see beds mulched, we see plant material fertilized. We see a tremendous amount of effort being spent here. This is not a fire drill; these are actions that needed to happen after the threat of frost, and that is what we are doing. We had a full plan to supplement the Harmony-based team with additional resources within Luke Brothers, which we did. The difference is that communication and that forecast of what is happening and who is being hired and who is being brought on property needs to be done ahead of time. I brought in

Mr. Zapata to give Mr. Schafer more resources, so that Mr. Schafer can have a direct line of communication throughout the day if he needs something or one of his scheduled events is falling behind. That way Mr. Haskett should be seeing better results. It is my job to make sure Mr. Schafer and Mr. Zapata have what they need. I agree that the first two weeks of February was not good timing because we still had a threat of frost and we could not do some of these activities too early. Mr. Haskett was under the impression that they all needed to be done. When we provided this original report, comments came out a week and a half ago, we were still forecasting in the February column and we were speaking of things as being completed. For example, Mr. Haskett raised the issue of irrigation inspections. What we were saying is that the inspections will be complete as they are completed every month. February would be no exception. Mr. Haskett accurately said they are not finished and he mentioned the number of clocks that were complete at that time. It was more of a communication gap that has to be brought under control with this report. At the same time, we are working on the irrigation inspections to make sure they are complete by the end of the month of February.

Mr. Evans stated as a point of clarification, you are indicating that the irrigation inspections are done as of the end of February, but February is not even over.

Mr. Lucadano stated that is correct. We are trying to show him what will be done in February and what will be done in March.

Mr. Evan stated the report should say you intend to do these things, versus you have done these things.

Mr. Lucadano stated that is correct. It is no mystery that we did not get it complete because we provide inspection reports every time we do our inspections. We are not trying to be dishonest, but at the same time, Mr. Haskett has a reporting tool and he has to keep us accountable. We need to shave some of those needless hours for him chasing this information from Mr. Schafer by giving him information up front. That is something we are working on. We do not want the time that he has to put into this intensive program to be working backwards; we want it to be working forwards.

Mr. Evans stated Mr. Haskett wants to be able to rely on the reports that you give him. The nomenclature needs to be correct. It is no different than a subcontractor submitting a draw to date and certifying that this work is done, knowing he will get paid two weeks from now, so he projects what he thinks he will have complete. It is black and

white in the scope; either it is done, or it is not. Either you did it, or you did not. Forecasting is something totally different. If you are going to put in the middle of the February report that everything is complete, and you are not even to the end of the month yet, it needs to be complete as of the date you wrote that report, or it needs to be crystal clear that these are our goals, or we have accomplished a certain percentage of it as of the report date. The rest is projection. It needs to be clear. The other thing is, you meet every day. I would imagine that things of this nature would surface and be addressed quickly. Reports are great, but dueling emails back and forth really does not accomplish anything.

Mr. Berube stated I want to point out that we have had multiple meetings with management and ownership of Luke Brothers several times. It is disconcerting to me that we do that. We should not have to bring in our primary contractor, our most expensive contractor that we administer, and have meetings like this. They are not friendly meetings in most cases. Luke Brothers hosted a barbecue in the fall, and that was great. Mr. Lucadano has been to at least three of our meetings, and all we seem to get is promises, comments about bad mistakes or miscommunication or incorrect reports. The Luke Brothers's history has been up-down-up-down and so forth. I spent a lot of time last year talking about these issues, and I was directed to allow all those communications to go through one liaison. That is exactly what I have been doing. I have not said a word to anyone about the problems I see in their performance. It is very disconcerting what has been going on. Mr. Haskett and I have spent a lot of time in his office discussing what is going on, and I just stepped back because he sees the same things I do, and it is not good. It is going downhill and it continues to go downhill, so much so that it happens right outside my house. About every three or four months, there is a different person doing the mowing and they come on my property and mow my grass. That has happened three times in the last year. I know that upsets you when it happens, and you know when it happens. The reality is that they mow my grass but they do not mow the two little strips that have been replaced that they are supposed to do. There is so much widespread sod damage and death in this community, it is ridiculous. The premier area we have here is the park and is across from where two of our Supervisors live, so I know you have seen all the dead sod. It is absurd how much there is and it has not been replaced. I realize it is winter but the problem is, we keep having these meetings and we keep hearing the promises. Things scale up for a little while and it looks pretty for a couple months, and

then it all goes downhill. The way I quantify all this is, I talk to Mr. Haskett and he tells me that he is spending more and more time with Luke Brothers. He is concerned, as am I. I see six guys on your crew but it says eight. I count them every day and I see six. Our counts have always been off numerous times, and it has been memorialized in the minutes of our meetings that 14 is the assigned number of crew members. No one has ever argued that. We have never had 14. When you bring in people from other facilities to Harmony and when you watch them, they do not care what they are doing and they do a lousy job. They come in and cut all the annuals and ornamental grasses but they do not care. They simply leave at noon and return to their other location. I do not think this relationship can continue at this level of digression between the parties. It is not doing anyone any good. We do not have a nice looking community, it is going downhill, and it is getting worse. I do not like the up and down response, and I do not like having to say all this. Mr. Haskett should not have to hold the hand of professional contractors like little kids. That is not why we are all here, and I know Mr. Haskett does not have the time to do this. I purposely try to stay out of his office but when I do speak with him, not always about landscaping, we both have the same concerns. They are frequent and they are widespread. With regard to mulching, last year we started the discussions on mulching. Now I look around to see what is complete, and it will not be done very quickly.

Mr. Schafer stated I think we are leaps and bounds ahead of where we were last year.

Mr. Berube stated I do not want to get into the contract, as the Chairman said, and get into the minutia of all the little things. Mulching is a very big thing around here. We discussed it at length in these meetings last year. I kept asking if you were going to send in a supplemental crew, and you told us that you had a plan in place where your crews on site will be able to handle the mulching program this year.

Mr. Lucadano stated they worked on the mulching program throughout the beginning of the winter.

Mr. Berube stated I understand that. The contract indicates mulching is done November through March. Why are we waiting until the last minute to get it done?

Mr. Lucadano stated as I explained, we need to prune any frost damage before we can mulch. I do not understand; you are telling me we do not have enough staff here and then you are complaining that we bring people in to do the job.

Mr. Berube stated no, I am complaining about the fact that I asked you specifically about the mulching program because it was such a big deal last year. Your words were that you have made changes to the program so that your staff on site can handle it.

Mr. Lucadano stated we did have our crews onsite doing the program. Because we made a decision going into the beginning of the year to supplement and make sure we stay ahead of schedule, why is that a failure? It is a problem if we have not adequately communicated that to Mr. Haskett ahead of time, but at the same time, I do not think we should apologize for having a lot of dialogue about a landscape maintenance contract of this size. This is your biggest expense. I meet with many clients where we are their biggest expense, and there is a lot of communication and interaction because there needs to be. There are a lot of moving pieces to this agreement. I also do not think it is fair to isolate very specific annual tasks that are volatile, highly visible and that need to happen in a relatively short timeframe, to highlight the action, activity and dialogue around those specific tasks as an area of fault by Luke Brothers. If the work was not being done, then it would be our fault. As far as timing, whether we started two weeks earlier or started now, I think that is certainly worthy of communication and we owe you answers, but I do not think it is fair to chastise us for that either. If we are not doing the work or if we are not doing it right, that would be a problem. For you to sit there and tell me that our people do not care, our people will make mistakes because this is a constant work in progress. We are not going to be perfect, but our people do care. I take that very personally. We have a lot of good people on staff. To bring up things like sod damage as a fault of Luke Brothers when there is absolute documented frost damage on this property, there was turf loss due to irrigation stoppage on the property, we do not mention those things because it is not reasonable to blame all that on us and say it is our fault.

Mr. LeMenager stated I am not a life-long resident of Florida. This is my sixth winter here. There is absolutely no question that this was the hardest winter we have had since I have lived here. Typically we need to cover our plants one or two days, and this year, it was nine or ten. We have had significantly more frost this year than in the six years I have lived in Florida. There is no question that it has been a harder winter. I have to say we have documented extremely well what happened with Toho Water Authority and their water pressure issues that basically destroyed our irrigation system. I understand your comments. I have never been a fan or a detractor of Luke Brothers, but it has been a

seriously hard winter in terms of frost coupled with the outrageous problems we had with water pressure destroying our irrigation system.

Mr. Berube stated I agree with you. Regarding the sod, I am not talking about frost damaged sod. This sod was dead before winter, and that is my problem. We have to listen to our project coordinator. A year ago, we had one of these meetings and at that time, Mr. Haskett said we should give Luke Brothers a chance to invigorate their program and get caught up because of staffing changes and other issues going on. Now our project coordinator is telling us there is a problem. I am not sure we are really hearing what he has to say, and I am not sure we can quantify that with the charts we have. If the Board agrees, perhaps Mr. Haskett can put together a chart for next month's meeting. I am not happy with Luke Brothers.

Ms. Kassel stated I think there is an overriding issue going on, and the minutia adds up to it. For more than one year in a row, there appears to not have been sufficient staff to service this property pursuant to the contract. That seems to be a pattern. In spite of continued attention on our part to let Luke Brothers know that there is not sufficient staff to meet the contract requirements, they add some for a while and then some get taken away. For whatever the contract needs for whichever month it is, the staff is not kept on property to keep up to date with things and to stay current, and even ahead to some extent, to make sure that you are meeting your contract obligations. I think that is the bigger problem here: there is not the staff and there is not the work being done. We have things like the mulch that could have been installed in areas that did not require any pruning but is not done yet, or the weeds that are still in some of the beds and some of the dead matter that has not been removed. All of these things need to be kept current and they are not because consistently there is not the staff here to serve us.

Mr. Lucadano stated in theory, you are correct that there was a fluctuation of staff, and there has to be. Mr. Berube mentioned that we met in the fall, whether it was a barbecue or other meeting. More important to me is the attention to the client. Work was done very well and there was high satisfaction through December. We reduced the staff in January because I need the opportunity to increase staff for the summer, especially when we are hit head on with the spring flush, like we have happening right now. We have certain amounts of mulch that have to be applied post frost threat. We reduced staff in January with no major disagreement at that time. It was the beginning of February that

started these discussions. We made the cognizant decision as a company to hold off because we thought that there may be more frost after the first of February and we were not seeing new growth starting yet. We held back a little, but Mr. Haskett wanted us to proceed because that is his job. It is his job to make sure the community looks good. The staff has been here. The contract requires that the mulch be done in March, and it will be done in March. You are alleging that there might be a problem, but there is no problem. We will complete the mulching in March. We will get the frost cutbacks done in time, but we cannot do that until the frosts are done. It takes time to do that because this is a big property. I understand your perception, but we do not want to give that perception which is why we responded to Mr. Haskett and we have done things a little differently to be sure everyone is comfortable. We are being tried before the jury has had a chance to deliberate, and the reality is we need an opportunity to complete or not complete the scope of the contract on items that are not due yet to be complete.

Ms. Kassel stated it is not about this report. It is that every month Mr. Schafer reports to us as a Board and almost every month they are behind. There are challenges and they are behind on various things. There is a consistent feeling among the Board members, as I see everyone nodding, that Luke Brothers is consistently behind month after month. Mr. Haskett also tells us that you are behind every month, so we have the distinct impression that you are behind every month because we hear it. It is not just about this report; it is about what has been happening over the past 18 months.

Mr. Lucadano stated I think the report is very effective. With respect to verbal comments that we are working on a project that is behind but not yet complete, perhaps the perception of the way we are communicating that is not accurate to the timing of the contract. We need to change that and we need to make sure it is documented, which is what we want to do in this report going forward. If I was in your shoes and I think that the contractor just cannot get it done every month, that would be an issue. In reality, at the beginning of February, we were on time with the delivery of the items that we said we would perform. With respect to ongoing work that is in progress, that is a work in progress. Going forward, we will document whether or not we have completed items, such as fertilization applications, that the contract indicates need to be completed. We should not make Mr. Haskett write it down but we will write it down for him and make sure it is documented on the report. With respect to the irrigation inspections as you

mentioned, we will make sure that it is worded correctly and the information is 100% accurate when we come here to these meetings. If we cannot get the work done by the time the contract says the work needs to be done, unless there are special circumstances that happen beyond our control, then you are right and we are staffing it insufficiently. Right now, I do not think there is any question about the fact that we have accurate and adequate staff on site, that there is major progress happening every day, that we are supplementing the site with new equipment, that we are adding new people to the daily site team, and that we are in excellent shape. We are much further ahead than we were at this time last year. We have a good plan in place so once the special events are completed, we will have a normal maintenance pattern that will be on schedule.

Mr. Walls stated what I keep in the forefront of my mind when I sit on this Board is we are talking about hundreds of thousands of dollars annually for the entire development. What I want residents to be able to say when they drive into the community is that it looks good and they are proud to live here. My own personal opinion when I drive in the neighborhood is that the work by Luke Brothers is not crisp and you are not paying attention to detail. When I am paying someone that kind of money, I expect that kind of attention to detail. I do not expect to have Mr. Haskett communicate that there is a problem every single day. Ms. Kassel is correct. I was elected to this Board in November. Every month that I have been attending these meetings, one of the staff members has been here making excuses about why something has not happened and why they are behind on things.

Ms. Kassel stated it is not just Mr. Schafer saying that. Mr. Haskett confirms that they are behind, so it is not just an impression that we get from Mr. Schafer. It is a fact.

Mr. Walls stated in my personal life, when I am paying someone to perform a service for me, I do not want to have to come behind them and ask why they are not doing certain things. I simply fire them if that is the case. That is the point where I am right now. If I have this Board's support, then I will move to terminate the contract. We have discussed this. I sat in the audience in the past when the Board at that time had these same conversations. There is no reason for it, in my opinion. You should be bending over backwards to make this place look the best that it can be, and I do not think that is happening. I know your opinion will be different from mine, but I just do not see it.

Mr. Lucadano stated I respect everything you have to say, and we are working hard. It is hard to have a crisp looking property when you are dealing with frost cutbacks.

Mr. Walls stated I have lived here for six years, and I know you have been the contractor for the past couple years. The problem has been ongoing. I can drive through here every day and list things that I will not mention at this meeting, but it is more than one problem area. I can come up with a list of 100 or more deficiencies. I have lived in other neighborhoods where that is not the case. They are paying the same amount of money but they are getting better service. I do not know if there is an excuse for that.

Mr. Evans asked where do we go from here? We have talked back and forth and we have acknowledged that there is a problem. We have said that communication needs to be better. We need to get to a result.

Mr. Berube asked is it a fair presumption that your amount of time spent with Luke Brothers on a daily basis is on a steady uphill graph?

Mr. Haskett stated it has been.

Mr. Berube asked is it fair to say that happened well before February?

Mr. Haskett stated yes, it has been ongoing. What I see is enough being accomplished just to get by. There is not a sparkle to the community or the detail that we need that is supposed to be here. Claims are made that they will continue to provide A-1 quality of service, but “continue” does not sit well with me because it has not been continuing. It needs to get to that A-1 quality level of service. I have been warning them that it needs to occur or there will be consequences. I need the support of the Board to notify them to wake up and get the property looking good and get the proper staffing to maintain it.

Ms. Kassel asked do you believe they can get there and maintain that level?

Mr. Berube asked what is your confidence level: 50%, 60%, 20%, -22%?

Mr. Haskett stated I do not know if I could define it that way.

Mr. Berube asked but you are not very confident?

Mr. Haskett stated it depends on the level of staff they bring in. If they bring in a level of staff to simply get by, then no, we will never get that quality. We need to see more staff members who have experience in what they are doing. Otherwise, we will get the same results and mistakes everywhere.

Mr. Berube stated it is safe to say that we should not be sprucing up for the Dark Sky Festival but we should be sprucing up every day for the people who live here.

Mr. Haskett stated yes.

Mr. Berube stated that goes to Mr. Walls's comment about being crisp. I understand that, and what typically happens is we have a big event coming up and there is a lot of people dedicated to sprucing up for it, but this community should be spruced up all the time.

Mr. Walls stated there will always be issues, like frost, that you will have to address. You will have chinch bugs. You will have these issues arise that you will have to fix, and no one can be held responsible for those. What I am seeing is this year-round issue that we are always talking about it, there is always an excuse for it, and I do not really see any progress happening. We will never move past this point of where we are not really happy with your service and you are doing enough to fulfill your contractual obligations that are specifically listed but you are not paying attention to enough detail to make this place look the way residents would be proud of.

Ms. Kassel stated but they are not performing to the scope in the contract.

Mr. Walls stated that is another issue.

Mr. Berube stated there are items in the contract that have never been touched and have not been addressed.

Mr. Evans asked do you feel that you have addressed all the areas in the contract and do you feel like you are in compliance?

Mr. Lucadano stated we do, but we agree that there are some areas that are gray and up for interpretation. As I told Mr. Haskett, we have a disagreement on one of those areas where we are not sure. But we do not want that to get in the way of Mr. Haskett feeling that we are not performing to the contract. So we will adjust to his interpretation, not ours. That is what we are doing right now, addressing a few of those gray areas.

Mr. Evans stated give me an example.

Mr. Lucadano stated the issue of manpower and the number of men assigned to the property. We are looking at the special events that have to happen right now in a short period of time, such as the frost cutbacks, crepe myrtle cutbacks, grass cutbacks, and mulch installation. It is easy to say that there is a rush of people thrown onto the project to spruce up for the Dark Sky Festival, but that is not the case. That might be how it looks, but that is not what we are doing. We are trying to make sure that we are compliant with the windows of time in the contract and at the same time, ramp up the staffing level

on the property before summer not just to be compliant with the contract but stay ahead of the issues on the property. We have been working hard to do that. I do not feel like we are going to have any problem going forward.

Mr. Evans stated the contract addresses the number of staff members who are supposed to be on site, something like 14.

Ms. Kassel stated that is correct.

Mr. Evans asked is that an average or is there a minimum daily staff or a minimum weekly staff that there will be, for example, a minimum of 10 people on site at all times with an average of 14 over the life of the contract? I understand that you have more people everywhere for all your clients over a four-week period. It looks like a fire drill and it is going to be perceived as a fire drill because everyone shows up all of a sudden. There is a rush of people, and I understand that. I also understand that we had a harsh winter and we had a lot of issues. We discussed some of them last month with the irrigation going on and off and blowing out some of the valves, which took time to repair. I understand all of this, but we all want the same thing. Communication is a big part of it. If you know you are going to be late with something, tell us. If you tell us that we are scheduling it because that is when it needs to happen but normally you would have done it the first two weeks of February but you are not because of the potential for frost, which we encountered, we understand that. You are dealing with a living, breathing work product and it changes. It is susceptible to weather, humidity, irrigation, pesticides, herbicides; these things impact it on a daily basis. It is not like you are going to paint a building. The building does not move. It does not get bigger or smaller but it is still the same building. I understand the challenges that you face in dealing with a living, breathing element. It all comes back to what we see. What we see is that we are receiving a lot of complaints that we are not happy with the look. That is what we are looking for. We do not care how you get there. We do not care if you do it the first two weeks of March or the last two weeks of March, or if your schedule slips and jockeys a little bit, but we want you to get there. That is where we do not feel like we have accomplished that goal. I think you have to admit we have been very patient, very understanding, and very cooperative. We have given you as many resources as we can. We extended your contract. We want you to stay, and we want to work through these challenges along the way because it is a working relationship. In any kind of relationship, whether it is

professional or personal, there are challenges along the way. We do not want Mr. Schafer to come to these meetings and continually give us excuses every month. I really feel for him. He is out here all the time. A lot of your crew members are working hard, and some of them might not be, but that is not the issue. The issue is when we drive through here, we want the finished product to be nice. We are relying on you to deliver that finished product. You are professionals and you have to be doing a good job somewhere or else you would not be in business. We want it to be here. We want this to be the showcase where you can go to all your other clients or potential clients and tell them if they want to see the potential of work you can do, drive through Harmony. We want to be your reference, but you have to get there. All we can do is sign checks. We can provide an enormous amount of Mr. Haskett's time to help you, not to hinder you, and to utilize that time. I cannot say enough how much I appreciate the effort that Mr. Haskett has put into this because I do not think a lot of people around here see it. It is an enormous amount of his dedication. Utilize that. We want to get to where everyone who drives through here says that they are so proud. The only thing we can do is sign checks, enter into contracts, and terminate contracts. The rest is up to you.

Mr. LeMenager stated I would say the awarding of this contract is the first big decision that Ms. Kassel and I were part of after our election. I remember sitting up here during those presentations and the discussion. You were probably not Ms. Kassel's or my first choice when we reviewed the proposals, but she is absolutely right. The amount of staffing you promised versus that the other companies were promising was definitely a deciding factor. Having eight or ten men assigned, the one we liked more was going to assign eight. Their price was \$10,000 a month less than your proposal. Now we are back to eight men on site, but we are paying a higher price. I am listening to everything, but to me, it all comes back to the issue that we awarded you the contract based upon your bid that talked about a level of staffing. I do not think we have had that level of staffing over the years.

Ms. Kassel stated certainly not consistently.

Mr. LeMenager stated that is correct, not consistently and not as an average throughout the period.

Mr. Evans asked are they able to achieve our desired result?

Mr. Berube stated this job is labor intensive; it takes people.

Ms. Kassel stated the reason the result is not getting there is because of the staff.

Mr. Evans stated that is our presumption. Our issue is the result. As Mr. Walls alluded to, we do not care if you do it with two people or 20 people. The only thing we have to relate to is that you represented that you would provide a certain level of staffing to accomplish the level of service that we anticipate. The only thing we can look at to address why it is not getting done, because we believe that you want to do it, is to see if you are applying the number of people that you need. That is the only answer that we can come up with. You need to prove to us that you can get the job done. I do not care how many people you put out here. We just want the appearance and the quality that this community deserves.

Ms. Kassel stated consistently.

Mr. Evans stated I do not want Mr. Schafer to have to apologize at another meeting. I want him to come here and give his report grinning from ear to ear. That is what I want, and I think that is what you want, too.

Mr. Berube stated he has never had the opportunity to report that the place looks good and he was responsible for making sure it happened.

Mr. Walls stated I think you can go back several meetings and what was said is in the meeting minutes, word for word. I am in favor of giving second chances, but I think we have already given them second, third and fourth chances. At some point, you have to just say it is not working out. I want to figure out from the manager any scenario where we give notice to terminate the contract. What is the timeframe for bids? What kind of time are we looking at if we go that route?

Mr. Moyer stated based on what we went through with the first iteration of landscape bids, I think it took us about 90 days to go through that process, start to finish. Some of that time was our efforts with Mr. Haskett to put together the RFP, which included the scope of work and specifications. We gave the interested vendors 30 days to prepare and provide a bid and then staff spent a couple weeks reviewing it. Then it came to the Board. Comfortably, if you want to terminate the contract, we would need 90 days, and that puts you in the middle of summer which is a difficult time to start new contracts.

Mr. Berube stated I am not in favor of termination yet. Can we revisit this in 30 days? Is it possible for you to tell us a week before next month's meeting what is going on? Mr.

Haskett provides great charts that are easy to read, and what we received today is too hard to read. I would like a simple chart showing where they should be, where they are, and what has been promised. Luke Brothers can then respond, knowing what the chart says. The reality is, we cannot terminate you that quickly and in reality, it is not the right time to terminate your services even if we wanted to. I understand all the background and I have had this conversation before. We have spent a long time discussing this issue and we still have other items on the agenda. I would like to revisit this next month. Mr. Haskett will prepare his chart and the responses from Luke Brothers. Then we can review it next month and make up our mind and come to a decision then. Does that work for the rest of the Board?

Mr. Walls stated I am fine with that. We can have a bunch of charts and graphs, but the question that you have to ask yourselves is, do you like how it looks out there. If that answer now is “no,” will it still be “no” a month from now?

Mr. Berube stated we can vote to terminate it now. We can vote to terminate it next month or have more discussion. We can table it for another time.

Mr. Evans stated we will look forward to discussing it next month.

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. Evans asked when are they going to start the additional plantings?

Mr. Golgowski stated they should be starting soon. Some of the plant stock had some minor frost damage, so they are waiting for them to come back before they harvest them. It may be another month or so.

Mr. Berube stated I made some comments about this in past months about potentially changing our treatment plan for this. Mr. Golgowski sent me an email regarding a symposium next month for pond maintenance.

Ms. Kassel stated I am attending.

Mr. Berube stated I will hold off in asking for any changes to pond maintenance until I go to that and become more informed.

Mr. LeMenager asked we cannot talk to each other at this symposium, correct?

Mr. Evans stated you cannot discuss any District business.

Mr. LeMenager asked would it be a good idea for us not to be seated next to each other?

Mr. Qualls stated yes.

Mr. Boyd stated as a follow up to the questions from last month, I brought the list of permit conditions for the ponds. They are very basic and say that the ponds shall be maintained by a CDD. This permit was issued by South Florida Water Management District (SFWMD) prior to the establishment of the Harmony CDD. The permit does not get specific on how the ponds are to be maintained or to what level. The intent of SFWMD's maintenance condition really pertains to the fact that the ponds continue to function and that they continue to treat the runoff. As far as the amount of algae in the pond or how the pond looks, the SFWMD permit does not speak to that.

Mr. Berube stated I attended a meeting with SFWMD and Florida Fish and Wildlife Commission (FWC) the other day. They are now treating pickerel weed as an invasive plant.

Mr. Moyer stated that is a change.

Mr. Berube stated they are managing it in several bodies of water in Kissimmee, and we are planting pickerel weed. The reason they are managing it is because it crowds out everything else and sucks up all the nutrients, so that was good to hear because that is exactly what we want.

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. LeMenager stated at a previous meeting we talked about the sale of the solar boat. What is the progress on that?

Mr. Belieff stated I am charging the batteries now to get ready for it.

Mr. LeMenager asked then we are going to put it up for sale in working condition?

Mr. Berube stated that was the intent. The other thing is that we are not going to get much money for it. We had the sailboat that sat for a long time without any usage. We encourage people to use it, so they did. I think the solar boat may be fine when we are finished. The batteries were dead. Mr. Belieff put on some nuclear plastic panels and some other details. We will know shortly if the solar boat is reliable, and maybe we have a program to encourage people to use the solar boat. There is not a market for it.

Mr. LeMenager stated its problem was that it did not have much range. You could only get halfway out.

Ms. Kassel stated I used it, and it was fine.

Mr. Berube stated I have used it several times, also but there is a reliability factor. From what I can tell, it is because the batteries were dead. We made an investment of batteries that are being charged and will be installed shortly. The solar panels have been repaired. This may be an operational boat and maybe we can encourage people to use it. If that does not happen, we can still sell it. We are making it operational in the meantime.

Mr. LeMenager stated I understand all that, but I did not want to spend any additional money on it.

Mr. Berube stated the way it was, it was unusable.

Mr. LeMenager stated I appreciate that, and that is why we agreed to put a little money into it because it was completely worthless.

Mr. Berube stated it is back in the water and being made operational.

Mr. Belieff stated I want to say that our new employee, Mr. Druckenmiller, has been doing an outstanding job on all the bathrooms and doggie pots. We used to have issues with Luke Brothers not ever cleaning the doggie pots, but since we hired Mr. Druckenmiller, I have not seen a problem with any of them. That is really an improvement for the community.

Mr. Berube stated we need to congratulate the developer on choosing the right person in Mr. Druckenmiller. They chose an outstanding person. Several of us notice his work on one of the columns in the Beargrass Road Park. He is really stepping it up, and he is a lot busier than I ever imagined. There is a lot that needs to get done and he seems to be the right person. He is always happy and always smiling. It has been a real positive move having him here.

Mr. Moyer stated I received a resident speaking request from Ms. Rachel Garwood. Since Mr. Belieff now has an assistant, can we use Buck Lake on Wednesdays?

Mr. Evans stated we discussed this previously.

Mr. Walls stated I am in favor of it.

Mr. Berube stated the intent was to make the lake available every possible day, with the exception of the required one-day shutdown, which we designated as Tuesday. As long as the management office is fine with that, I do not see a problem.

Mr. Moyer stated that is fine.

Mr. Belieff stated I do not have a problem with it, either.

Mr. Haskett stated I think right now, it is feasible but at some point, I would like the Board to consider a future part-time assistant dockmaster. Although Mr. Druckenmiller can handle filling in for Mr. Belieff, I do not think that is his forté.

Mr. Evans stated it really is not the reason we hired Mr. Druckenmiller.

Ms. Kassel stated the idea was having an assistant for Mr. Belieff.

Mr. Berube stated I understand that, we took the assistant dockmaster salary and rolled that into this new position.

Mr. Evans stated the intent was not to expand the days the lake would be open.

Mr. Berube stated that is correct; the intent was to cover for Mr. Belieff when he is gone.

Mr. Evans stated the purpose was not to increase his utilization because he already has a lot of other things in his job description.

Ms. Kassel stated we did mention that as one of the things we discussed in bringing on an additional field manager, prior to incorporating all of these other duties.

Mr. Walls stated we are talking about a single day.

Mr. Berube asked is our use agreement for the lake for one day or two days to be closed?

Mr. Evans stated it is for one day.

<p>Mr. Walls made a MOTION to open the Buck Lake facilities on Wednesdays. Mr. LeMenager seconded the motion.</p>

Mr. Evans stated there was a discussion at one of the earlier meetings that Mr. Haskett wanted to get Mr. Druckenmiller acclimated to his duties, how well he did, how much he could get caught up on, and how well he was able to carry out his assigned duties before you looked to increase his duties. From what I am hearing, he is doing a great job and this would not be an impediment to his other duties by opening up the lake for another day. I do not want to sacrifice his time for getting tasks done that have been long coming to open the lake for one more day. It is already available five days and I do not want to compromise that goal for one additional day.

Mr. Haskett stated I think he is able to show up when people want to check out boats and be there when they return. It would not be a good use of his time if he has nothing else to do and is hanging around the boat dock.

Mr. Evans stated I do not want Mr. Haskett to come back and say that he cannot get his job done because we took him away from his regular duties for one day to cover the boat dock.

Mr. Haskett stated I think one extra day will not be an impediment.

Mr. Walls stated I want to clarify that is what I am asking, just to show up when someone has a boat reservation, check them in and out when they return.

Mr. Berube stated I also think it keeps him fresh in those duties where right now, he is not doing it at all. At least he can do it for one day a week and we can see how it goes. That way, when Mr. Belieff does go on vacation for a week or is out sick, Mr. Druckenmiller is more comfortable being at the boat dock. If he does not handle any boat activities except for once every couple months, he will not be up to speed on what needs to happen. I think one day a week will be good.

Ms. Kassel stated we can have orientations and anything that is extra happen on the other five days when Mr. Belieff is at the dock. Or we can designate Fridays and Saturdays as orientation days for people to come if they are interested. If there is anything going on, that needs to happen on a different day when there is more coverage.

Mr. Haskett stated I would still like the Board to consider a part-time position in the future. As Mr. Druckenmiller's duties expand, his maintenance duties could get expanded as well.

Mr. LeMenager stated remind us about that in May as we prepare our budget.

On VOICE VOTE, with all in favor, unanimous approval was given to open Buck Lake facilities on Wednesdays.

Mr. Berube stated Mr. Moyer will need to let Ms. Rosemary Tschinkel know that we will now accept reservations on Wednesdays, and Mr. Druckenmiller will be the contact person. Mr. Belieff will need to let Mr. Druckenmiller know the flow of what he needs to do at the dock.

Mr. Golgowski stated I know Mr. Belieff's schedule often starts first thing in the morning, by 7:00 a.m. because some people like going out early to fish. Other people like

going out later afternoon. On Wednesdays, we may not be able to get 12 hours of service from Mr. Druckenmiller since his hours are 8:00 a.m. to 5:00 p.m.

Mr. LeMenager stated that works to have the dock open at that time.

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.

B. Invoice Approval #130 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. Moyer stated on the non-ad valorem assessments, we are about 50% collected through today. I am not concerned about that figure because it indicates to me that a large landowner probably has not paid those tax bills yet. They are not delinquent until April 1. Our expenses as a whole are about \$50,000 under budget as of January 31, 2011. Last month Mr. Berube asked about a budget amendment for the assistant field manager position, and we will provide that at the March meeting.

Ms. Kassel stated it appears as though we are ahead on landscaping bills by about \$20,000. Is that because we have not paid certain bills or they were held back?

Mr. Haskett stated it is timing of receiving the bills.

Ms. Kassel stated it is not as though we are really ahead of budget by that much.

Mr. LeMenager stated I am sure they follow proper accounting procedure and accrue for those bills. This is not cash.

Mr. Moyer stated on the general fund, it is a modified accrual basis, but it is primarily cash.

Mr. LeMenager stated the largest one is for Luke Brothers and their bills seem to go up and down. I presume the accountant is accruing for an invoice for each month.

Mr. Berube stated we are ahead for Luke Brothers because of delays in their billing. One month was held back and it rolled into the next month. We are one month and a little more behind with their bills. When all those bills catch up at the end of the year, we will be at about zero variance. We are one series of bills behind.

Mr. LeMenager stated we cannot be. We are only positive by \$14,000, and their monthly bills are almost \$40,000. She has to be accruing for it. I would be surprised if she is not. There is not enough difference for her not to be accruing for it.

Mr. Moyer stated I will clarify that with the accountant.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, approval was given to the invoices as presented.

C. Approval of Requisition 254

Mr. Moyer stated there was a time when some of the expenses of the District for permitting and environmental work were advanced by the developer and were paid back through the general fund. Those expenses are rightfully categorized as capital expenses. The auditors picked that up several years ago that those expenses should have been requisitioned from the capital account and not from the general fund. Requisition 254 corrects that so we can reverse that entry on the balance sheet and transfer those funds into the operating fund.

Mr. Walls asked have they been accounted for on the balance sheet for a period of time already?

Mr. Moyer stated yes. This frankly needed to be done years ago.

Mr. Berube asked is there a reason why it was not done?

Mr. Moyer stated I do not think anyone focused on it.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to Requisition 254 to reimbursing the general fund.

D. Public Comments/Complaints

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

Mr. LeMenager stated someone in Ashley Park asked a question about trees that need trimming in Ashley Park. Why is the CDD responsible for trimming the trees in Ashley Park in any case if they are not on the boulevards?

Mr. Haskett stated I clarified that those trees are at the Ashley Park pool facility, so those are CDD trees.

Mr. Berube stated the CDD maintains that entire block.

Ms. Kassel stated there are some recent items on this report, including the death of a dog and the illness of numerous other dogs in Harmony around Blue Stem where it curves around by the school. The dog that died lives in the Green neighborhood but frequently comes across to that area. I do not know if it is now going to be policy that Luke Brothers posts the information sheets or some kind of poster on the dog parks to let people know when they have treated those areas so that people will not bring their dogs there. Perhaps they can put up signs in the areas where we post our CDD meetings to alert residents, although I do not know where people are going to walk their dogs anywhere but on the sidewalks.

Mr. Berube stated Luke Brothers has not applied anything in four months.

Ms. Kassel stated the person whose dog passed away believed it was something in the dog parks, some kind of toxin or poison. The veterinarian told her that the dog's symptoms were consistent with poison. None of the other people who go to that park every day experienced anything with their dogs. We decided it is not anything at the dog park, but in the meantime, it raised the subject of having that information posted on the dog parks whenever any kind of substance is applied that could possibly be toxic to dogs. Then people will be informed and can make their choice before entering the dog park.

Mr. Haskett stated I did ask Luke Brothers to address that immediately and I included it in the scope of services, so when we rebid this contract, that will be a policy going forward. We prepared a sign for them to use that will indicate the date and time it was treated as well as when it is safe to go back into those areas.

Ms. Kassel stated the item on November 1, 2010, for dog park concerns, a number of those concerns are still not addressed four months later. I am wondering when they will be addressed. Some of them are related to Luke Brothers and some are not.

Mr. Haskett stated the ones that are not for Luke Brothers, I addressed those with Mr. Druckenmiller this week and he will also begin performing a monthly inspection of the dog parks and providing a follow-up report so that everyone knows what was addressed.

E. Arbitrage Rebate Reports for Series 2001 and Series 2004 Capital Improvement Revenue Bonds

Mr. Moyer stated the conclusion of the information included in these reports indicates that we have no arbitrage rebate liability, which has to be paid to the trustee and put into an arbitrage rebate account that is remitted to the Federal Treasury every five years. We have not earned any positive arbitrage on our investments.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Qualls stated the letter from Grau & Associates on the rebate calculation says that you have the ultimate responsibility for your compliance with arbitrage rebate laws and therefore you should review the calculations carefully. Who does that? It is not me.

Mr. Moyer stated that is what we pay Grau to perform.

B. Engineer

Mr. Boyd stated we need to meet with Toho Water Authority on the pressure variations that are still happening. We are going to compile a monitoring log to see what is going on with the pressure so that we can show them what is going on. We have not had that meeting yet because we are waiting for a good set of data.

Ms. Kassel asked does the data show that the pressure is still varying?

Mr. Haskett stated I have been working with Mr. Bill Tullos on that issue, and he is monitoring the system at the dog park. We have the results from a week in the middle of December when his computer crashed. He is trying to get that working again and as soon as that system is operational, he will monitor the pipes in several locations and provide more results. He apologized that it is a specialized system that is not available on the shelf.

Mr. Berube asked based on his results in December, is there any cause for thinking that Toho Water Authority has a problem? Or is it relatively flat numbers?

Mr. Haskett stated after talking with him and looking at the chart, there were some large spikes from 120 psi down to 30 psi within a minute and then back up again. The result of 120 psi is not too much for the size of our pipe, but the water pressure created from that difference is causing a problem.

C. Developer

i. Review of Pond Fishing Policy

Mr. Gologowski stated I wanted to report to the Board the effectiveness of the policies that are in place since the beginning of the policy not allowing fishing or other water-contact activity. We have routinely posted No Fishing signs at many of the ponds over the years whenever we received a phone call from a resident about people fishing in the ponds. Often I will go out and speak to the people doing the fishing, which most of the time is younger kids. That is not very effective; I will speak to them one day and they will be back out the next day. There are some kids who keep a bait bucket outside the

pond at Ashley Park. I know other residents approach me to from time to time to enforce this policy. I started to think that perhaps this act of “civil disobedience” stems really from the desire to fish in the ponds. We try to direct people to Buck Lake where we promote and encourage fishing. The responses I receive are that it is fishing off the dock or they do not have access to a boat or the fish are not biting today or they would rather fish in the pond in their backyard. Given Harmony’s attitude toward getting people involved in nature, perhaps fishing is not unreasonable. I wanted to let you know my experience and if we truly have a No Fishing policy, then I would ask that we rigorously enforce this policy.

Mr. LeMenager stated I was not sure why we received this when I first read it, but I think it is a good report. It is extremely well written and shows the arguments on both sides. I am already on record for saying at previous meetings that I am not really opposed to it. With the family nature of the community, I can understand some people not wanting others fishing in their backyard. Some of the ponds are not surrounded by homes and I do not see a problem allowing fishing in those. We have discussed this issue in the past. The problem is our No Fishing signs do not mean anything. They are completely unenforceable. For us to enforce the policy, we need to have specific signs that refer to a Florida Statute and are posted every 500 feet. That was where we left it. The signs we have now are nice but they do not make sense because we cannot enforce them. I am more than pleased to review this and perhaps we want to consider it on a pond-by-pond basis. To the extent we have ponds where we do not want people to fish at all, then we have to follow Florida law and install the right signs every 500 feet. That will have a certain look but it is what we will have to do if that is the policy we want to take.

Mr. Berube stated I think we are heading toward having another rule that will be nearly unenforceable. Even if we do comply and install the signs throughout the neighborhood, someone will still have to make the phone call to the sheriff’s department and ask them to respond to the policy of no fishing in the ponds at Harmony. The response to that will be slow, if anything, at best. What will happen is people will stop calling the sheriff’s department; they will call Mr. Gologowski and tell him to call the sheriff. I just see this as another rule. I understand residents do not want other people in their backyards fishing. Perhaps they do things to run them off like turning on the sprinklers.

Mr. LeMenager stated I think the concern is not that they are fishing on their property because they can still see them fishing across the pond.

Mr. Berube stated I understand the frustration of residents who live along the ponds and having intruders in their yards. The reality is that the ponds were always known to be public, and there is an easement around every single pond. I am leaning with Mr. LeMenager to allow fishing in all ponds.

Mr. Evans stated when the issue of fishing in the ponds was first raised, there was not an adversity toward fishing; it was a safety issue, which should take precedence over everything else.

Ms. Kassel stated it is still a safety issue.

Mr. Evans stated I grew up on a beach and I have fished everywhere as far back as I can remember. I love fishing. The fundamental issue is safety, and we cannot turn a blind eye to safety because it is something that you think would be nice to do. The photograph that Mr. Golgowski provided should remind us about the steepness of the slope of these ponds. These ponds were not created for recreational purposes. They were created for stormwater management. They are designed with a 4:1 slope and then it drops off even steeper to a 2:1 slope once it gets below the water level. They are very steep and they are very deep. The safety issue for me is first and foremost. I would love if these ponds were 6:1 slopes and you could wade out there 10 or 15 feet and we did not have to worry about alligators following fish to the shore. That is a totally different scenario. I do not think that you can turn a blind eye to the safety factor for a recreational use.

Ms. Kassel stated beyond that, it is a liability factor.

Mr. Walls stated I can appreciate safety and that should be our first and foremost concern. But there are trails running along several of these ponds. We are giving people the leeway to walk along the edges of those ponds from the trails, where they trip and fall or even wade into the water if they choose.

Mr. Evans asked are these trails at the top of the bank?

Ms. Kassel stated yes.

Mr. Berube stated the ponds are close by.

Mr. Walls stated there is no marker. There is a post at the beginning of the trail and one at the end of the trail. People are walking these trails every day. I play golf here and I sometimes have to reach into the water to retrieve a ball. People do that every day. I have

seen people standing in the water to retrieve their ball. They are our property. It seems like we are applying a different standard of safety to different issues.

Ms. Kassel stated the golf course is not our property.

Mr. Walls stated but we own the ponds.

Mr. Berube stated I walk my dog along the edge of the ponds, as do other people. Dogs love it.

Mr. Walls stated I propose a compromise where we remove the No Fishing signs from the ponds that do not abut residential properties right now and leave them on the others. We will not be able to enforce it either way. You can install the official No Trespassing signs, but I do not know if that is absolutely legal without a fence.

Mr. Berube asked when you have ponds like this with No Trespassing signs posted, what is the trespassing zone? Where is it?

Mr. Evans stated we are missing the issue. Are we trying to sidestep the safety issue by allowing them to fish in one place but not in another? Make up your mind and that is why we are here, to make a decision. Are you concerned about safety, and is safety an issue? If it is not an issue, let them fish. If it is a safety issue, then they should not. I do not see the middle ground.

Ms. Kassel stated I do not, either.

Mr. Boyd stated regarding the 4:1 slopes, if this was a County facility, they would not require that it be fenced. If the slope is steeper than 4:1, they would require a fence around it to physically keep people away from it. As far as the slope level when the pond drops off into the water, it is difficult to tell what the slope is from this picture. The way the ponds were designed and built is that the 4:1 continues and shallows up slightly until you get two feet of water depth, and then it drops off severely. If someone were to stumble and fall into the edge of the pond, they are not in danger of immediately being trapped and falling down farther. The danger is if someone is wading and they go out past that two-foot depth. Then they will fall.

Mr. Evans stated we also have fluctuating water levels depending on the season.

Mr. Boyd stated that is correct.

Mr. Evans stated if the water level is down and they are walking along the edge and all of a sudden they step down, a 2:1 slope is very steep and your feet are going to go right out from under you. We do not know if these kids can swim or not. If your feet go

out from under you, then you are in the water and panic sets in. I was a lifeguard for three years, and I worked with the sheriff's department for body recovery as a diver. I pulled in too many dead bodies during that period of time. It is not fun. That is why I am so adamant about the safety issue. I do not want to let these kids play near the pond edge and let them slide down that slope when we have a facility and an area where they can fish.

Mr. Walls stated yet we put kids in boats. I think you are blowing this a little out of proportion.

Mr. Evans stated I am very safety conscious. I have been down this road before when I was the one who had to go in after them.

Ms. Kassel stated it is not just the concept of someone falling into the water. It is the concept of people being at the edge of the water, throwing bait fish in, and attracting alligators to the point where they are not afraid of people. People will suffer by the alligators attacking them or their dogs as they pass by. We welcome wildlife in this community, and alligators are part of that. If we make alligators unafraid of people, then that is the end of the alligator. I think it is unfair from that standpoint. There are multiple safety aspects regarding alligators, in addition to the slope issue.

Mr. Walls stated the same thing can happen at Buck Lake.

Mr. Evans stated we have to decide. Either you agree that it is a safety issue, or you do not. Once you make that decision, then everything else falls in place. If you agree it is a safety issue, then we post it. A lot of this is a matter of education. The whole time when I was a lifeguard and we told people not to go swim because of rip currents, I still had to go make a rescue anyway. There are always going to be people who will not obey a sign because they do not care. Then there are the ones who will obey it if they know it is there and understand there is a reason for it.

Mr. Qualls stated if you want to make a rule that there is no fishing, that is difficult to enforce. You can have a rule after a duly-noticed workshop that puts the public on notice that there is no fishing. If you want to make a policy decision to allow fishing, there is a series of things that need to be considered, including a known hazard and a variety of things that I would want to set out for you in order for you to make a decision. If you want to continue the policy and adopt a rule that there is no fishing, then you put the public on notice. There is currently no rule in place to prohibit fishing.

Mr. LeMenager stated now we have signs that are not only unenforceable, they are not according to the rules of the CDD.

Mr. Qualls stated there is no rule related to fishing.

Mr. LeMenager stated I am not in agreement with one of Mr. Berube's comments because I thought the reason the sheriff was not enforcing it was because it is not properly signed. If we want to prohibit fishing, then we need to follow the rules and we need a sign that refers to the appropriate Florida Statute, or else they will not enforce the sign.

Mr. Qualls stated the rule has to cite a Code.

Mr. Berube stated the signs are also specific. To Mr. Evans's point, I am conscious of the safety aspect, too. However, the County has a standard for ponds and fencing around them. Almost by implicit direction, without a fence around a pond, they are assuming this pond slope is safe, more or less.

Mr. Evans asked are most retention ponds fenced?

Mr. Boyd stated yes.

Mr. Berube stated that is probably because they have steep slopes.

Mr. Boyd stated if it is a County or DOT facility, they fence them automatically.

Mr. Evans stated there is a reason for that.

Mr. Berube stated we are trying to legislate common sense, and I do not think we can.

Mr. Evans stated we have all spoken our opinions on this issue. We will need a workshop in order to develop rules for this issue, which we can include in the access card rulemaking workshop. We all have justifiable viewpoints that we have shared, and I would like to hear from the residents who have requested to speak on this issue.

Mr. Dan Miller stated I live on Brackenfern on one of the Birchwood ponds. I object to having fishing in the ponds for the three primary reasons that were already shared: (1) safety, (2) alligators and (3) precedent. To the first reason, I agree with you that the slopes are very steep. To the second reason, we personally experienced what Ms. Kassel described. There were three boys fishing for a few days, and the alligator got more and more aggressive. One of the boys was getting his line in the water, and the alligator was chasing him down the slope and down toward our house. The alligator was literally chasing him down for his bait. We told the kids to stop and the alligator finally swam away, but it is a real problem. They get really comfortable with people very quickly. To

the third reason, there is no need to change. My wife and I bought our home here in 2005 with the understanding that no fishing was allowed in the ponds, and it has never been allowed. There are always a few kids who show up to go fishing, and usually that is not a problem. But if it is opened up to everyone, there will be people fishing in the pond behind my house all the time. The edge of my patio is about 30 feet from the shore. I know some people think it would be great to just walk out their back property and be able to fish. I agree with Mr. Evans that the safety concerns are very real. As soon as you open it up, it will not be just residents; it will be anyone who wants to come in here and wander through people's backyards. I understand the ponds are CDD property, but when we purchased here, it was with the expectation that there was no fishing and we would not have to deal with people regularly in our backyard walking around the ponds. I know neighbors want to walk around their ponds, and I do not object to that. But I do not want non-residents parking in the front and walking to my backyard to go fishing.

Mr. Moyer stated Ms. Kay Quebman submitted a speaking request form, indicating that she has concerns about allowing fishing in all retention ponds, and she is opposed to it.

A Resident stated we live by a retention pond near the golf course. I have a 14 year old who rides his bicycle and could be hit by a car or something else can happen to him. You are talking about safety, but the walking path at Cat Lake is more dangerous. When he wants to fish for a couple hours, he does not want to ride all the way to Buck Lake; he just wants to drop a line in our backyard pond. I do not see anything wrong with that. I enjoy watching him fish from the house, but if he goes to Buck Lake, I cannot watch him. I understand some people do not want other people in their backyard fishing or dealing with alligators. But there are no alligators in retention ponds like that. I called the sheriff's office and I also called FWC because I was told they have jurisdiction over these kinds of water matters. They said there was nothing they would do and it was a waste of their time. My son is 14 and does not need a fishing license. He is not fishing; he is catching and releasing them. I can understand not wanting fishing in ponds that are surrounded by houses, but there are no houses where he is fishing. He is not bothering anyone. When I talked to the sheriff about the signs being every 500 feet, they said there is no Florida Statute for a retention pond. It is a public pond with public access.

Mr. Evans stated it is still owned by the CDD. Mr. Berube has the Statutory reference for the posting.

Mr. LeMenager stated I am in complete agreement with this resident. I understand there is a safety issue, but for me, the issue is more that we should specify ponds for fishing, such as this one where it is not surrounded by homes. At the same time, if there is a pond in someone's backyard, then fishing is absolutely unacceptable. To me it is a matter of defining which ponds where we want to encourage kids to fish and which ponds they cannot.

Mr. Walls stated I would request staff to develop a list of ponds that are not in a residential area and not on the golf course that could be made available for fishing, if we decide to allow fishing.

Mr. Boyd stated ponds where there may be access today may be surrounded by homes when there is future development.

Mr. Evans stated you first have to say that you are going to ignore the safety issue if you want to proceed to allow fishing. You have to say that you do not care about safety. All the ponds are designed the same way.

Ms. Kassel stated it is a safety issue as well as a liability issue.

Mr. Walls stated allowing fishing does not mean that we do not care about safety.

Mr. Evans stated that is the first hurdle in every decision that you make. There is a primary and a secondary reason.

Mr. Walls stated I absolutely care about safety.

Mr. Evans stated but you cannot change the design of the pond.

A Resident stated the people who tell you that fishing is not allowed in the ponds do not give up. They just do not want to see a kid having fun fishing.

Mr. Berube stated I hear you on the concern for safety. Mr. Walls suggested allowing fishing only in certain ponds. Mr. Gologowski came up with a platform that eliminates people from going in the water.

Mr. Evans stated we cannot build a platform within the 25-foot maintenance buffer easement area because it impedes with the maintenance of the lake bank. Are you talking about a dock?

Mr. Gologowski stated yes, basically a place to stand into the pond.

Mr. Evans stated we would need to check the permit from SFWMD.

Mr. Boyd asked are you talking about a wooden boardwalk over the bank of the pond like a dock that juts out into the water?

Mr. Golgowski stated yes.

Mr. Boyd stated I do not think that would be a problem.

Mr. Berube stated I would like Mr. Golgowski to forward that drawing to Mr. Boyd so he can see if that will work. If it does, then maybe we can get past the safety aspect of this.

Mr. Golgowski stated I will do that, and I will also develop a list of ponds that have no homes adjacent to them.

Mr. Evans stated we will further discuss this at the rule development workshop next month, which will immediately follow our regular meeting scheduled for 9:00 a.m.

ii. Handbook of Florida Fence and Property Law

Mr. Golgowski stated we distributed a report primarily for your information. OUC has come into possession of vehicle charging stations for vehicles, such as Nissan Leaf and Chevrolet Volt. They are interested in installing three of them on Five Oaks Drive for public use. It will be on CDD property but they already have an easement over that property for their activities.

Ms. Kassel asked are they paying for that? And who is paying for the electricity?

Mr. Golgowski stated it would be accessible by a card swipe, and there will be no cost to the District.

Mr. Berube asked where is the electricity coming from?

Mr. Golgowski stated OUC.

Mr. Berube asked so they will have a separate line?

Mr. Golgowski stated it will be tapped into their transformer.

Mr. LeMenager stated it is a great idea.

Mr. Evans stated they just want to know what our thoughts are.

Mr. Berube stated I am fine with that.

Mr. Golgowski stated there may be a need for the attorney to review some documents related to this.

Mr. Evans stated that is fine.

SIXTH ORDER OF BUSINESS

**Supervisor Requests – Discussion of
Engineer Meeting Attendance**

Ms. Kassel stated this was a request by Mr. Walls, but I spoke to Mr. Boyd about it after our last meeting. During our February meeting, I realized how he is able to respond on various issues that came up during the meeting. If he is not at a meeting but only comes if he has something to report, then he will not know about some of these other issues. I would like to save the money, but if he is not attending the meeting, then he cannot hear what is going on and he cannot address the issues that we bring up.

Mr. Walls stated I am looking at all areas of the CDD, and my intent is to make things as efficient as possible from my point of view. Mr. Boyd does great work and I have no problem with his work. His firm bills us every month. Two-thirds to three-quarters of that bill is for him to attend our meeting for a couple hours, and they charge us a couple hundred dollars an hour for him to be here. Most meetings that I have attended as a resident or as a Supervisor, Mr. Boyd speaks for maybe two minutes. That is because that is all that is required of him. There have been meetings when he has not spoken at all. To me, it is not an efficient use of our money to pay him to be here when we have various staff at various levels that can coordinate the information exchange between the engineer and the Board. I am not saying that we bar Mr. Boyd from attending all our meetings. The issue is that a lot of the things that he works on for us can be submitted to us through staff. If there is a reason for him to be at a meeting, then we can ask him to be here. If there is an issue on the agenda where he can provide some insight, I am fine with that. I just do not see the need to have him here at every meeting and pay his firm a couple hundred dollars an hour for him to be here. That has been the bulk of our bill for his firm. I would rather him charge us for working on things rather than be here to provide a two-minute comment each month.

Mr. LeMenager stated we never know when we are going to have a question where his input will be useful. As nice as the person is who takes Mr. Boyd's place when he is not able to attend, he really does not add anything to our meetings. When Mr. Boyd is here, he can give authoritative responses. There is really no reason to send your replacement. He is very nice, but all he can really do is take notes and ask questions and we do not need to pay \$100 an hour for that. I do value Mr. Boyd's opinion during these meetings as well as the map he brings.

Mr. Walls stated there is nothing, in my opinion, that we discuss here that needs to be answered at this meeting. We can discuss things and determine what questions to ask Mr. Boyd. Staff can send him that question and then he can attend the next meeting to explain or provide his advice. I do not know that there is anything that is so pressing that we need to have him here at every meeting just in case. If we invite him to meetings only when we know something is on the agenda where we will need his input, that will save us several thousand dollars a year.

Mr. LeMenager stated when I saw this note in the agenda package, I had one thought. There are two people who attend our meetings who bill us at an hourly rate. It depends on how long the meeting is as to how much they get paid. Would they entertain quoting us a fixed price, whether the meeting is 45 minutes or three hours? That is a suggestion for them.

Mr. Berube stated on the surface at first, I agreed with what Mr. Walls said about it not being necessary to have the engineer or the attorney here. Then it dawned on me that if we do bring up an issue that needs attention from either of these professionals, they will have to be brought up to speed from someone else anyway. When that occurs, they will be on the clock. We can pay for their attendance at these meetings and have them be up to speed as much as they possibly can be, or we can pay them to be brought up to speed after the meeting. Without having a year's worth of meeting attendance versus no meeting attendance to see how the billing compares, I cannot quantify it. I am torn on this, but I feel more comfortable having our professionals at our meetings helping us. Clearly we are not professionals, but we are residents trying to do the right thing. I am also conscious of the money.

Mr. Walls stated I also checked with the District Manager, and other CDDs operate in that manner, although those CDDs are more mature than we are and they do not have the recurring needs for an engineer so they invite him when needed. It is not a remote concept.

Ms. Kassel stated in my conversation with Mr. Boyd about this exact issue last month, he seemed to be very amenable either way. My suggestion was that he be in his office working on other things and be available for us to contact him during a meeting but not attend a meeting.

Mr. Berube asked how does Mr. Boyd feel about not attending our meetings?

Mr. Boyd stated I will speak very frankly and honestly. I love coming to these meetings, especially the evening meetings because of the dark sky atmosphere. We do provide engineering services to other Districts that have matured and we do not attend all of their meetings. We attend on an as-needed or as-required basis. If you make that decision, that is something that will work for us. In that case, I would not be available for all your meetings but then you would not need an engineer at all your meetings. To be the most responsive, it is best for me to attend meetings so that I can respond during the meeting. In some cases, that is the most efficient way to respond. However, to be available to attend some of the meetings but not all the meetings is certainly workable. What would be more difficult would not attending the meetings but being expected to reserve that time to be available in my office. I would not be able to reserve that time without attending a meeting.

Mr. Evans stated if he is not scheduled to be at our meeting, then he will block that time for another project.

Mr. Boyd stated that is correct.

Mr. Evans stated if he is attending our meetings, then it is at our cost. There is a lot of value in having him attend these meeting. His knowledge of this project from the very beginning is invaluable. I think he brings a lot of expertise to the table. I enjoy Mr. Boyd being here, but if there is no reason to attend, he does not have to. He will know if there are any permit issues or anything else that might require his attendance. Perhaps he can check a week prior to the meeting with Mr. Moyer to see if his attendance is required.

Mr. LeMenager stated there have been numerous months when he has not had a report, and I supposed that is a good reason not to attend.

Mr. Boyd stated if I have nothing to report and if there are no items on the agenda that would relate to me, then I will confirm with Mr. Moyer that I will not attend a particular meeting. If there is a last-minute need to attend, I can be flexible for that.

Mr. Walls stated that is all I am requesting. It is not like I never want Mr. Boyd to attend any future meetings. If there is a discussion where we need him here, then he should attend.

Mr. Berube stated I agree.

Mr. Moyer stated we can try it.

Ms. Kassel stated I want to mention that I happened to attend a meeting last week when OUC was there. I talked to someone who dealt with street lighting and talked with them about the possibility of getting LED lights so that the bulbs would last longer and the energy use would be lower. He said they are three to five years away from having that technology that is cost effective enough to replace the current fixtures.

Mr. Moyer stated that is the same answer Progress Energy gave us for other communities.

Mr. Evans stated if we are thinking about replacing Luke Brothers—I am not taking a position on this but I wanted to say this after they left the meeting—you need to have someone in mind to replace them. When we did this previously, we had an extensive process getting to the end result. Since that time, a lot of costs have gone up. We have them locked into a price for two years. Do we know that the next contractor is going to be any better? You are basically getting what you paid for. We negotiated this price. In all commodities, every time you negotiate a service over a long period of time, you reach an equilibrium period of getting what you pay for in the marketplace. Either we continue to work with them, or we find someone else. Perhaps someone says they know another company who will do this job for the same price for a lot better service, but understand that fuel prices are going up, fertilizer prices are going up, and a lot of the supplies are increasing in cost. Labor costs will gradually start to rise. Part of our labor force has left Florida so the demand is getting harder to find quality people. This is a tough job. Before you entertain thoughts of terminating a company, you need to think about their replacement and can you get a better product for the same price. If you say that in order to get the higher quality of service that we need, it will cost us an additional \$100,000, what if we give that to our current contractor so they can pay for more people on site. At some point in time, you have to understand you are getting what you pay for. Mr. Haskett spends an enormous amount of time with this project. It does not matter who the contractor is. They can only bring so many people out here before they start losing money or people just do not show up. That is a fact of life, whether it is landscaping or any other subcontractor. Think about that before you consider terminating anyone. They might turn around and leave entirely, so it works both ways.

Mr. Walls stated I do not want to say that I was grandstanding, because I meant what I said. I want them to know that if they do not shape up, I am in favor of terminating them.

Mr. Evans stated I have no problem with that, but before you go that direction, take a good hard look at what you currently have. It is like trading in one spouse for one that is on the cover of a magazine. It is not always what you think it is going to be.

Mr. Berube stated I think they are on a downhill slope and I am not sure that Mr. Haskett can devote any more time to them than what he currently is. Think about the hours that the developer is paying him to keep them in line.

Mr. Evans stated I think about that all the time. I think about all the other things he can be doing, but you bring up a good point. If we bring in a new company, he is going to be spending that amount of time or more bringing them along the learning curve, the same way he did Luke Brothers. I am not swinging for or against. I want you to think about all these issues and let them play a factor into what your suggestions are. Either you want them on your team, or you do not. Think that through and we will address it at the next meeting.

Mr. Berube stated that is the reason I pulled back and said let us get a chart and revisit it next month. They now have another chance. They heard "termination" several times and I think it might have sunk in.

Mr. Evans stated I think it sank in a long time ago. Something else is going on. Mr. Haskett is working very hard to help them, but we are not seeing the community that we really want. Is it the fact that they underbid the work?

Mr. Berube stated they bid it cheap. They are not putting any people out here.

Mr. Evans stated you cannot build a company for free and you cannot have a company that is losing money. You have to ask yourself if they are making any money on this contract. I do not know. They have to be making some money or they would not still be here. Is the next contractor going to do better?

Mr. Walls stated my personal opinion is the quality of the labor force and training them. I see them driving around but they are missing the details. They just are not doing it. Either they do not know how to do it or they are not told to do it or they do not have the equipment to do it.

Mr. Evans asked is that level of labor available at the market price they are paying? These are some things to think about.

Mr. LeMenager stated I lived in Celebration for a while and I still own investment property there. One of the big names around there is Davey Tree. If you want to hear people who hate Davey Tree and think they are the worst landscaping company, talk to anyone who lives in Celebration. But I bet when you drive into Celebration, you will think this place is really spiffy compared to Harmony. It is a mentality of the grass is always greener in someone else's pasture. I agree with Mr. Evans on this issue. We have Luke Brothers locked in for another two years. We tried to take advantage of the market conditions at the time to get a good deal, and Luke Brothers beat REW by \$130,000 annually. Who knows what else we could end up with?

Ms. Kassel stated in spite of the fact that they are still not completely delivering all the terms of the scope of services in the contract, they are much better than they were a year ago.

Mr. LeMenager stated I agree that they are better than a year ago.

Mr. Evans stated it is a learning curve.

SEVENTH ORDER OF BUSINESS

Audience Comments

Mr. William Meissner stated I have a question about the dog parks. Many of my neighbors take their dogs to the large dog park and to the small dog park. To me, that means one is for small dogs and the other is for large dogs. What are the criteria for each park? There are big dogs at both parks. I have two little Schitzus, 12 pounds and 18 pounds. I cannot bring them into the dog park with large dogs. If a 70-pound dog runs into my little one, I am going to have medical bills. Is there a difference between the dog parks?

Ms. Kassel stated my understanding has always been that the size was relative to the size of the dog park rather than the size of the dog. There are people who use the dog parks daily or more than once a day, and there are certain dogs who do not get along with each other. There are plenty of small dogs who come to the small dog park when there are big dogs there, and all the dogs play together, small dogs and large dogs. There have been instances where there have been dog fights and dogs have gotten hurt several times. Essentially if someone gets to the dog park and has their dog in the park, the way it has operated is sort of first-come, first-served. If I am there first and if you come later but you

do not like the size of my dogs because your dogs might not get along with my dogs, then you can go to another park, and there is a third park here. There is a policy that if you have a dog that plays more aggressively, you should go to the large dog park. That has generally been how they have operated in the 6.5 years I have lived here.

Mr. Meissner stated I am not talking about aggressive dogs; I am talking about the size of dogs.

Mr. Evans stated as Ms. Kassel indicated, the size reference is for the relative size of the park.

Mr. Meissner stated the one closer to the street on the east is the small dog park, and the one farther out adjacent to the pond is for large dogs.

Mr. Berube stated no, the size refers to the size of the park, not the size of the dog. There has never been a classification for the size of the dogs. There have been comments similar to yours on this issue previously, and to that end, Mr. Golgowski installed some signs to gently let people know that if your dog is particularly bouncy, please take it to the other dog park. Everyone thinks their own dog is the greatest dog in the world. My two dogs are wonderful, but frequently they do not get along with other dogs, so we avoid those kinds of situations. I do not know how we can set a weight limit.

Mr. Meissner stated I have spoken to a lot of people who do not bring their small dogs to the small dog park because there are large dogs running around with the potential for a 60-pound dog running into a 12-pound dog. It is like a football team where everyone is about the same weight limit. You cannot have those differences in the dog parks. If that is the case, it is just because you have two different-size parks, then I think it is time we designate one for small dogs.

A Resident stated there is a sign at the small dog park that says it is for small dogs.

Mr. LeMenager stated I am not a dog person, so I am neutral in this discussion. It has never occurred to me if this is an issue we should address. If you say we have a lot of people with small dogs not able to use the park because of large dogs, perhaps we should think about posting some sort of weight limit for each park. I think what you will find with this Board is if you have an issue and there is a lot of people who are concerned about it, present us with something. It is nothing I have ever thought about but you make some good points.

Mr. Berube stated the place you should start is the Companion and Wildlife Habitat Committee. That is another group that deals with pets and companion animals. Mr. Golgowski is the Chairman of that committee, and he is taking notes right now. Let us see if they can come up with some policies to bring to the CDD to consider.

Mr. Meissner stated regarding the dogs being sick, I talked to a lot of people around Blue Stem whose dogs were sick. Have you talked to people in the other parts of the community if any other animals got sick? Have we reached out to the other residents to find out if their dogs have similar symptoms? Neighbors on both sides of me had issues like this with their dogs. I wonder if someone put something out or sprayed something.

Ms. Kassel stated the landscaping company has not applied anything.

Mr. Meissner stated every time I am in the community, I ask people if their dog is sick. One gentleman has a sick dog and he lives in this part of the community.

Ms. Kassel asked do you walk your dogs by the elementary school? All of the dogs who have been sick have walked their dogs by the elementary school.

Mr. Berube stated I walk my dogs by the elementary school every day and they eat everything that is on the ground, but they are not sick at all. Where I have not been is the dog park.

Ms. Kassel stated there are at least a dozen families who have come to the dog park every single day and none of those dogs have been sick. My veterinarian has also seen a few of the dogs in Harmony who have been sick, and she said it was bacteria that she saw. It could be from animal feces or urine, or from someone putting something out that the dogs walk through and then lick their paws. It is probably not a CDD issue.

Mr. Berube stated you asked if we have reached out to people. This body does not have the power to do that. The emails that were sent were not from the CDD.

Mr. Meissner stated you briefly discussed the water pressure. Last Thursday morning, my irrigation system came on and it was a fizzle of water coming out, but it was nothing. My grass is burning up. I just had all of it in the front replaced and I have hardly any water coming out. Is that going to be an ongoing issue?

Mr. Berube stated that is also not a CDD issue. However, we are monitoring Toho Water Authority's performance. They had an issue last week with an alarm at the water treatment plant where one side of the pump went down and we were just getting a trickle of water. They repaired it about 36 hours later. When that occurs, you can go to

www.tohewater.com and there is a customer service page with a Harmony Residents note. If you let them know you are in Harmony, they will pay attention.

Mr. LeMenager stated that is absolutely correct. I had some concerns recently so I called them, and someone showed up at my house within 45 minutes.

Ms. Kassel stated Toho Water Authority is a provider of water services. This body does not really have anything to do with Toho Water Authority or the provision of water services. Any problem you have with them has to be addressed to them directly.

Mr. Berube stated I happen to be a liaison with Toho Water Authority and we have managed to get things improved quite a bit. We are not totally there yet, but things are getting better.

Mr. Michael Baer stated we have lived here since last July and we are very pleased to be here. We looked at many communities. One of the strong points of this community is the fact that it is very friendly toward animal lovers. We have two young dogs and we walk them on a regular basis. Our dogs are smaller and they do not stand a chance against bigger dogs. I see young children playing football, but you do not see high school kids playing against 8 year olds. That is what is going on in the dog parks. There are signs that read small dog park and large dog park. We had to leave the small dog park and go to the large dog park because there were two large dogs in the small dog park. I disagree with Ms. Kassel about the sick dogs in the park. One dog got sick while we were there. When you take a 4-pound dog and put him in an area where dogs are sick, all it takes is one little lick and the dog dies. It was not bacteria that caused our dog's death. It was a toxicity issue that the veterinarian said they had never seen a case so severe. We walk by the elementary school on a daily basis and nothing happened to our dogs. The only thing that was different that day was we went to the small dog park. I took the male dog and my wife took the female dog, and two days later the female dog died. That is the only difference. Nothing else changed in the house. The dog's reaction was similar to what would have happened if she had gotten into antifreeze, strychnine, or some other poison. There are a lot of dogs that run around loose in this neighborhood, and that is a problem. Who knows what those dogs have or where they have been? Big dogs are not affected as much because they are bigger and tougher. Their systems are a lot larger than our little dogs. Whenever pesticides are applied to these dog park areas or any common areas, that information has to be relayed to us home owners. I think it needs to be addressed to the

home owners that when someone comes to spray their yards, it needs to be posted. I used to live in another community and whenever insecticides or pesticides were applied to the lawn, they put up signs so that pet owners knew to avoid that area for 72 hours. I ask that you do that so this same thing does not happen to anyone else in the community.

EIGHTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 8:45 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman