

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, June 28, 2012, 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 (<i>by phone</i>)	Supervisor
Kerul Kassel	Supervisor
Ray Walls	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Larry Geckas	Luke Brothers
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Larry Medlin	Bio-Tech Consulting
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 6:00 p.m.

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the May 31, 2012, Meetings

Mr. Evans reviewed the minutes of the May 31, 2012, regular meeting and requested any additions, correction, notations, or deletions.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to minutes of the May 31, 2012, regular meeting.

THIRD ORDER OF BUSINESS

Audience Comments

Mr. Moyer stated Mr. Richard Martz provided me with a speaking request form, listing three items he would like to mention.

Mr. Martz stated the first item is, I am not sure how difficult it would be to put a writable pdf on the website for this form so that no one has to decipher our handwriting. That way, I could type in my comments and print it without handwriting it. The second

item was borne from a meeting on covenants, where the people running that committee started discussing what sort of things they were going to talk about. As it relates to the CDD, invariably, a question is asked and your response is that it does not pertain to the CDD. I wonder if it would help by taking a few minutes at the beginning of the CDD meeting to explain what you do, what you are responsible for, and what the boundary map looks like. I do not think people understand what is HROA and what is CDD. It has caused frustration in these meetings before. I wonder if there is any value in doing that, if you have given that idea any consideration.

Mr. LeMenager stated we have probably done that 15 times. Typically there are only two residents at our meetings.

Mr. Martz asked is the reason you did not mention it tonight because it was missed, or do you mention that later on in the agenda?

Ms. Kassel stated I think Mr. LeMenager's reference to 15 is that has been how many times someone has attended a meeting and raised a question that we have had to describe the boundaries between the CDD and the HROA. Easily stated, the CDD owns property and the HROA does not.

Mr. Martz stated thirdly, I know you will discuss the request for proposals for landscaping, and I wonder if it is possible to use the same standard that the residents are held accountable to, through the HROA, which I understand is a different body, to hold our vendors accountable to that same standard. I looked through the RFP and saw some items related to standards but not really standards around the same types of things that the HROA holds us accountable. For example, if I receive a letter for something related to my yard, I notice the parks do not have the same standard. I wonder if that might not offset some of those kinds of thoughts, having to do with the overall greater Harmony experience. I know that has nothing to do with the CDD, but I think we are all neighbors. In my opinion, in the RFP, I did not see anything about remediation for repeated failure, specific and timely remediation. If you do x, there is not a question of what our next step is; we put in the second-ranked or third-ranked respondent with 30 days' notice. I did not see specific language that identifies the next steps. This is not directed specifically at Luke Brothers, but whoever the vendor is. What are our next steps if we find failure with our next service provider? I wonder why we did not do something sooner to try to take steps to address that. It could be that I have not been at these meetings in some time.

Mr. LeMenager stated we had a two-hour discussion a few meetings ago when we reviewed the RFP, item by item.

Mr. Martz stated I would like you to direct the mowers when they mow around ponds or any CDD property, that they should not blow any clippings into the residents' yards. Perhaps they can bag them or blow them onto CDD property. Everywhere CDD property abuts residential property, the clippings should not be blown onto residential property. I did not see that addressed in the RFP. There were some pretty strict guidelines around clippings otherwise. I know it is too late to include any changes in the RFP, but it seems like a wise thing to include.

FOURTH ORDER OF BUSINESS

Discussion and Ranking of Landscape Maintenance Proposals for RFP 2012-101

Mr. LeMenager stated I went through the ranking exercise.

Mr. Berube stated I also completed the ranking exercise.

Mr. LeMenager asked did Mr. Berube provide a copy of his rankings to Mr. Moyer?

Mr. Berube stated no, I did not know we were supposed to do that.

Mr. Evans stated I did not know we were supposed to do that, either. Before we get into analyzing each of the proposals, I suggest we get each Supervisor's top three. Then we can work from that point on.

Ms. Kassel stated before we start that discussion, Mr. Haskett distributed a memorandum to all of us about each proposal. It appears that a number of them do not comply, but there are some that look like they may still comply even though they did not do one or two things. The instructions to the proposers indicated that these various components had to be included in the proposal, but the instructions did not say they had to be in any particular order or tabbed or bound. I want to differentiate the things that are significant and material to the bids that disqualify them, versus the things that are not material that we should not disqualify them.

Mr. Evans stated I think we have the option to take that into consideration in your individual evaluation. Instead of reviewing each proposal and indicating if you think it should or should not be rejected, or if it was complete or incomplete, that is a component part of each Supervisor's evaluation. That is why I suggest we select our top three and then discuss them from that point.

Mr. Berube stated I agree.

Mr. Evans stated at that point, we can discuss the pros and cons and details. Otherwise, we will be discussing all nine proposals.

Mr. Berube stated I ranked Davey #1, PROscape #2, and Luke Brothers #3. I disqualified the other six based on Mr. Haskett's comments. I feel that if they cannot follow the very specific printed directions to submit a proposal at this point, I have some concerns about their ability to follow the most specific directions related to the scope of services. I narrowed it down to those three pretty quickly.

Mr. Evans stated there are all kinds of reasons and justifications. We are just looking now for the top three proposals.

Ms. Kassel stated I ranked Davey and PROscape tied for #1, and then Austin Outdoors #3.

Mr. LeMenager stated I ranked Davey #1 far ahead of the rest. It depends if we want to follow the total elimination rule. If we do, then much like Mr. Berube, I would rank them Davey #1, Luke Brothers #2, and PROscape #3. If, however, we consider them on the basis of downgrading their scores because they did not have a good submission, I still ranked Davey #1, and Servello & Son and Luke Brothers tied for #2.

Mr. Walls stated I ranked Davey #1, Servello & Son #2, and One Source #3.

Mr. Evans stated I ranked Davey #1, PROscape #2, and Luke Brothers #3.

Mr. Berube stated that is five #1 rankings for Davey. It sounds pretty unanimous.

Mr. LeMenager stated it does, indeed. Interestingly, after I completed my ranking, I got in my car to run on an errand, and driving out of the community, I am immediately looking at two huge Davey Tree trucks performing work for the OUC along U.S. 192.

Mr. Berube stated if you eliminate the six and narrow it down to the three who submitted a proper proposal, out of those three remaining people, Davey was the lowest bid. That did not enter into my choice. Davey also brings a lot of intangibles that are not a part of this proposal. I know we are not scoring them on intangibles, but I think we all realized that when we read their proposal. It does not hurt that they have already worked on Harmony property, including the golf course mulching project.

Mr. Qualls stated because it has been discussed, Mr. Haskett's memorandum listed some things, but it does not seem as if those things alone are the sole justification that led to everyone in their rankings. I know there is justification for that, and I know it is reasonably based. Just so we are clear, there is a distinction between a material

irregularity and an immaterial irregularity. For a material irregularity, there is no choice but for the Board to reject that proposal as non-responsive. An immaterial irregularity can be waived, or it can be rejected. That is the thought process. You considered your consultant's comments, and you are allowed to do that pursuant to Statute and case law. As I reviewed Mr. Haskett's memorandum, for instance, one proposer left out an updated proof of insurance. That is something that, in my opinion, is material. One proposer left out a complete line item for price. That is material. Immaterial things include certain things being left out in one section, but as you review the rest of the proposal, it is included elsewhere. I want to make sure everyone is clear. I would like to spend a little time to build the record for everyone to discuss why you ranked Davey #1 and others #2, unless the District Manager believes that would not be a fruitful exercise. I think it would be good to build a record while you are considering the proposals, to show how you came to your determination according to the criteria.

Mr. Berube stated I understood the difference between the material and immaterial irregularities in the proposal.

Ms. Kassel stated before I reviewed Mr. Haskett's memorandum indicating some irregularities, I had already ranked Davey #1 and PROscape #2.

Mr. LeMenager stated from my perspective, this was very easy. When I reviewed the proposals the first time, I was initially delighted to see that we received a very good offer from Davey. I remember when we did this three years ago, they did not give us a very good offer. If I read between the lines, I am guessing that smart bidders looked at our financials and figured out a way to beat the current price in order to prepare their proposal. In terms of references, I love the fact that one reference was Arlington National Cemetery. For me, it was an easy choice.

Mr. Berube stated it stands out that the references are all positive, and that reflects our current litigious society. No one wants to say anything that will get them in trouble, so we received all good references. That is just the way it is.

Mr. LeMenager stated I scored everyone a 5 on references.

Mr. Walls stated as did Ms. Kassel, I performed my evaluation before I received Mr. Haskett's memorandum or any input from staff, which I did on purpose. When it came down to it, the number-one thing is price, but also the fact that the company that I scored the highest, Davey, has worked in communities that are similar to Harmony. They are

familiar with our needs and with the area. The references were great and they received great reviews from their customers. I measured everyone by the criteria, and Davey came out on top.

Mr. Evans stated it was such a great job done by staff in putting the RFP together. Mr. Haskett did a tremendous job for us. It makes it easier when you are sitting on the other side of the table as a contractor in trying to get a very clear understanding of what is expected and what you are looking for in a contract to be able to put a sharp pencil to your quote. I think that goes a long way to that. We received some very well-prepared proposals, and some were less than very well prepared in format. But you look at the substance, which I did. I looked not just at price, because price is not always a deciding factor. It is a major factor, but it is not the only one. You look at experience and similar projects, so there are many things that you take into consideration in your evaluation. I tried to look at as many of the things that I could, and the strength of the company has a lot to do with it. It was a very thorough evaluation, and I think all the Board members spent a lot of time on this because it has been a major topic of our conversations at virtually every Board meeting that we have. It was not taken lightly. A lot of time and effort went into it by all the Board members, which is a tremendous compliment to the time they spent outside of this Board meeting doing this, for the benefit of the District and the benefit of all the residents and home owners.

Mr. Berube asked are any of the proposers at the meeting?

Mr. Moyer stated quite a few of them are present.

Mr. Berube asked how many people are in the audience?

Mr. Evans stated about 20.

Mr. Moyer stated since this is an RFP, the Board has a lot of flexibility in how you proceed. It would be appropriate if you rank more than one. If, for some reason, we get to contract negotiation with Davey and something happens where we are not able to come to a successful contract, we would like the ability to move to the #2 firm without having to go back through this process.

Mr. Evans stated for the #2 ranking, there were three for PROscape, one for Servello & Son, and one for Luke Brothers.

Mr. Walls stated I will defer to the majority.

Mr. LeMenager stated I agree.

Mr. Moyer stated I want a clarification from each of the Board members, to follow up on a comment Mr. Qualls made. It sounds like, even when you looked at these proposals and had some indication from Mr. Haskett about whether or not the proposal was responsive, if you had scored all of the proposers and did not take Mr. Haskett's recommendation or comments into account at all, would you come up with the same scoring that you have now.

Ms. Kassel stated yes, as I indicated earlier. The rankings I listed were done before I read Mr. Haskett's memorandum.

Mr. Moyer stated that is correct; Ms. Kassel and Mr. Walls scored them before reading the memorandum. The point I am making is that I do not want any of the bidders to walk away and think they were not treated fairly because their bid was disqualified. The reality, the bid would have been scored lower because of whatever was missing from the proposal or confusion within the proposal, and the result would have been the same.

Mr. Evans stated yes, that is correct.

Mr. Berube stated I scored Davey #1 before I saw Mr. Haskett's memorandum. Their proposal was, far and away, my #1 ranking from the moment I reviewed their proposal.

Mr. Evans stated the memorandum from Mr. Haskett did not rank any of the proposals. It just noted certain elements within the proposals, but in no way did he rank them.

Mr. Qualls stated the Board set out to find the most responsive and responsible proposer. A responsible proposer is one who has the ability, in all respects, to fully perform the contract requirements and has the integrity and reliability that will ensure their performance. Everyone found that Davey was a responsible bidder; that is clear. I just want to ask that question for the record: did you all, in fact, find Davey to be a responsible proposer?

Mr. Berube stated yes.

Mr. Walls stated yes.

Mr. Evans stated yes.

Ms. Kassel stated yes, as far as we could tell from the proposal.

Mr. LeMenager stated yes.

Mr. Evans asked to move forward, from a procedural standpoint, do we need a motion that designates Davey as the #1 ranking and PROscape as the #2 ranking?

Mr. Qualls stated yes.

Mr. Evans stated from that point, we would be authorizing the District Manager to move forward, from an RFP, to a contract, for presentation to the Board at a future meeting, with an effective date.

Mr. Qualls stated yes. The form of contract was included in the RFP, and the RFP indicates we have 14 days to negotiate that contract. The negotiation process will begin at the conclusion of this meeting, keeping in mind that the effective date is October 1, 2012.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to rank Davey #1 and PROscape #2 in response to the landscape maintenance RFP 2012-101 and to authorize the District Manager to proceed to negotiate a contract with the #1-ranked firm, moving to the #2 firm if those negotiations are not successful.

Mr. Berube stated that went very quickly. I thought it might take a long time.

Mr. Evans stated there was a tremendous amount of work that went into evaluating, in terms of the RFP.

FIFTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

i. Monthly Highlight Report

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

ii. Proposal to Stock Grass Carp

Mr. Medlin stated I distributed a proposal for stocking ponds with grass carp, about 90 fish, eight to nine inches in length, at \$4.50 per fish. I included a list of the ponds that I recommend stocking, which includes a \$100 delivery fee for the driver to cover his fuel costs. We will meet him on site and will be here to put in the fish. On the map included with the proposal, I indicated which ponds should be stocked and how many fish in each pond.

Mr. Walls asked how do you measure the grass carp population from where it stands now?

Mr. Medlin stated you cannot really do that.

Mr. Golgowski stated we are losing grass carp.

Mr. Walls asked when was the last time we stocked the ponds?

Mr. Medlin stated five years ago.

Mr. Walls asked what is their life span? Are they sterile?

Mr. Medlin stated that is correct; they will not reproduce.

Ms. Kassel asked why would we lose them?

Mr. Medlin stated chlorination, and age. The bigger they get, the less they eat, so they slow down and you get more plant growth as they get older.

Ms. Kassel asked would fishing impact the grass carp?

Mr. Medlin stated you could probably catch them, but you have to throw them back.

Mr. Berube asked is there a downside to using fertile fish rather than sterile fish? We are restocking them because we believe the population is decreasing. What happens if you use fertile fish and let them reproduce? Will they exist forever?

Mr. Medlin stated it is only legal to stock sterile fish.

Ms. Kassel stated we have been doing a lot of pond maintenance and pond plantings, all in an effort to have certain effects. First, we want lower pesticide levels. Second, we want to have healthier ponds. Third, we want to attract more wildlife and have more wildlife in the ponds. The real priority is to make sure the ponds are performing their function. We have done all this, with the intention of having fewer chemicals in the ponds. Now we are taking the step of adding grass carp. I would like to know what we can expect by doing this. The next agenda item is to consider monthly versus quarterly maintenance for certain ponds, which is in line with the thought that we are planting the ponds on the assumption that it would lower our maintenance obligations, as well as our costs. What can we expect from the grass carp?

Mr. Medlin stated they will help with everything you listed, lowering the use of chemicals and less frequent monitoring, so we are heading in that direction. The grass carp is a good tool to help eat the plants below the water surface. Instead of having to apply herbicides, the grass carp will take care of most of it.

Ms. Kassel asked is that for most of the plants, or just some of them?

Mr. Medlin stated grass carp are finicky sometimes, but they do a pretty good job of eating most of them. sometimes you just cannot seem to get results.

Ms. Kassel asked why have we not done more stocking of grass carp in the ponds prior to this?

Mr. Medlin stated most of the ponds look pretty good. The ones that I singled out are the only ones where I am starting to see plant growth again. The other ponds still seem to be in good shape. I recommend only stocking a few ponds and get those ponds that need it now. In a few years, you can consider adding a few more.

Mr. Walls asked was that the rationale for those indicated ponds?

Mr. Medlin stated yes.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the proposal from Bio-Tech Consulting to stock ponds with grass carp, as described, in the amount of \$505.
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iii. Consideration of Quarterly Aquatic Plant Maintenance

Mr. Medlin stated this proposal is an amendment to the treatment plan that we have now, which takes the CDD-owned ponds and puts them on a quarterly schedule. The rest of the ponds not owned by the CDD will continue to be maintained monthly. The new monthly cost will be \$1,197 and every three months, there will be an additional \$333 to cover the cost of the quarterly maintenance.

Mr. Walls asked what is the breakdown of the pond cost?

Mr. Medlin stated we had a per-acre price.

Mr. Walls stated some ponds will be maintained monthly and some quarterly. How did you make the determination?

Mr. Medlin stated I put the CDD-owned ponds on a quarterly cycle.

Mr. Walls stated they maintain all the ponds.

Ms. Kassel stated yes, but not all of them are owned by the CDD. They all serve a common and integrated function, but he put the CDD-owned ponds on a quarterly basis and kept the other ponds on a monthly basis.

Mr. LeMenager asked why?

Mr. Walls stated that is my question, too. We are still paying for all of the ponds.

Mr. Medlin stated it was suggested that we give this a try as we head toward quarterly maintenance. We chose the CDD ponds to start with first.

Mr. Walls stated I would think we would look at the ponds that are having trouble versus the ones that are not, regardless of who owns them, and break it up that way.

Mr. Medlin stated I started looking at these ponds, and the CDD-owned ponds are some of the best ones. I wanted to keep some on a monthly schedule because I feel more

comfortable staying on top of things. When I thought about it, those were the better ponds. Most of the grass carp are going into those ponds, as well, so I think quarterly maintenance will work pretty well for them.

Mr. Berube stated our annual cost currently is about \$18,000, total. What is the new annual cost with the new schedule?

Mr. LeMenager stated it appears to be about \$15,000.

Mr. Berube stated that will be a \$3,000 decrease. Is this a one-year proposal?

Mr. Medlin stated I did not specify the term, but we can include that.

Mr. Qualls stated we can turn this into a contract.

Mr. Walls asked none of the golf course ponds are in as good a shape as any of the CDD ponds?

Mr. Medlin stated some of them are in good shape. We were just going to try quarterly maintenance first. I would like to not do all the ponds at one time. There are still 33 ponds to go through. We discussed trying quarterly maintenance with some of them, and I think these ponds will work pretty well, based upon my experience with them. There are a few golf course ponds that would work, but I did not want to add too many ponds to the quarterly schedule at first.

Mr. Berube stated I reviewed every single pond, and there were some CDD ponds that looked decidedly better than others. There were some golf course ponds that looked decidedly better than others. I agree with Mr. Medlin that it would be very difficult to rate them other than through his objective judgment in dividing them this way and giving it a try. I am in favor of trying this, which I requested we do, in the manner that Mr. Medlin is proposing. I think it is fine.

Mr. Walls stated at the end of the day, it is not that big of a deal for me. I just do not want us to give the perception that we are favoring one landowner over another in terms of aesthetic maintenance. If this works out where quarterly maintenance creates a problem of some sort, then I can understand why some residents might get upset. That is my only concern with this. We split it basically between the golf course and ponds in residential areas.

Mr. Gologowski stated I think that is a coincidence, oddly enough. I have been reviewing the ponds, also, and there are two separations. Those that are listed on the

quarterly schedule really are in better shape or seem to be. They are newer ponds, for one thing, and Lakeshore is a large pond which gives it more balance on Pond 27.

Mr. Walls stated I am fine with it, if that is the case. I just do not want to have a perception that is not true, that we are favoring one over another.

Mr. LeMenager stated I thought we only owned six ponds, and yet there are nine listed on the quarterly schedule. I am confused by that. I do not like the wording where it is split between golf course and CDD-owned. You can leave it with the numbers, but I do not think it is politically correct to write it that way. I would not support it that way.

Ms. Kassel stated I see nine CDD-owned ponds.

Mr. LeMenager stated I always thought it was six.

Mr. Berube stated perhaps we can refer to them as residential and non-residential ponds.

Mr. LeMenager stated we can just refer to the pond numbers.

Mr. Berube stated to the point Mr. Walls raised if something goes wrong with this, Bio-Tech has been very responsive to us and very cooperative. They are a long-term vendor of ours. I have a feeling that if we are making a mistake, we can talk to them. I feel very confident that they can correct it pretty quickly.

Mr. Walls stated no argument on that point.

Mr. Medlin stated if there is a request to treat a pond on the quarterly schedule between scheduled quarterly treatments, we can treat it.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the proposal from Bio-Tech Consulting to modify the treatment schedule, as discussed.

Mr. Qualls stated I will finalize an amended contract and have it ready for execution at the next CDD meeting.

iv. Outfall Structures

Mr. Evans stated Mr. Medlin was going to review the outfall structures. I am guessing with all the rain we have had, they have been flushed out pretty well.

Mr. Medlin stated that is correct. We were on site today, and I mentioned to my crew to go around and check them. They did not report anything unusual, but we were ahead of it before these recent rain events.

Mr. Evans stated Mr. Boyd performed an inspection about a year or so ago.

Mr. Boyd stated that is correct. There were a few that had some shrub-type growth starting to grow up around them. My opinion at that time was there was nothing that was going to inhibit the flow.

Mr. Medlin stated some of them were tough to find. It has been a while, but I think we got around to all of them.

Mr. Golgowski stated further to Mr. Boyd's observation, Bio-Tech has been working with the golf course and landscape crews on these outfall structures. They were all recognizable and they were all flowing very easily as of today. There is some touch-up work to do.

Mr. Boyd stated it would take a lot of growth to keep the water from flowing through those structures. If vegetation is blocking the flow, it would have to be some substantial vegetation.

B. Landscaping – Luke Brothers

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

Mr. Geckas stated we are continuing with the weekly mowing cycle. Turf is growing very well with the fertilization we applied. We will perform a fertilization and pest control treatment at the end of July. We completed about half of it when the rains stopped our progress. Because of the rains and the associated run-off of water, we stopped fertilizing until next week when we will resume those activities on Five Oaks Boulevard from the first roundabout to the east end. The parks are complete. We still need to complete the west entrance. We anticipate about two months of chinch bug control. At this point, we have not had any outbreaks of chinch bugs in the St. Augustine. We are seeing some gray leaf spots in some areas, which is not uncommon when it rains at night and does not dry out well during the day. That is a cosmetic issue more than a health problem, but we are keeping an eye on it. The fertilizer we used is a liquid Agra-Plex, which has no nitrogen in it. Because we had so much top growth from the last fertilization, it will create an unhealthy grass plant to continue to grow the top as fast as it is growing. This formula has iron, sulfur and all the other minor elements in it that will give it some good color but yet not stress the grass to where it will cause damage in the future. We are on our last round of shrub care for the June rotation. We got a little behind on U.S. 192 from the east entrance to the top of the bridge, so we will be going down the

other side tomorrow and possibly Monday. That will complete the June rotation. Then we will start again at the pool area and work toward the end of Five Oaks Drive on the east side. Regarding pesticide on the shrubs, we are looking for areas for an integrated pest management program. We are finding a little light fly and some scale, small amounts, but we have not seen an outbreak of mites or anything on the grass plants yet, so everything seems to be holding pretty well. We are limbing up the trees as we proceed through the community. The rains weighed some branches down, so we are seeing more that we have to tip off. The Queen palm trees at the pool were refertilized since they were a little chlorotic. We also removed the seed heads to keep them from being a problem in that area. We are working with Mr. Haskett to remove the roses at Lakeshore Park and replace them with some red fountain grass, which I think will do a lot better due to the chlorine and water from the fountain that gets splashed there. We did some sod replacement in that area, as well, and at the circle in front of Buck Lake.

Mr. LeMenager stated driving in and out of the community on Schoolhouse Road where I live, it does seem from time to time that mowing gets pretty behind on those roadways. As an example, I have a 14-inch blade of grass from in front of my house taken June 13, well before Tropical Storm Debby. It gets pretty thick, indeed.

Mr. Geckas asked is that a blade of grass or a seed stalk from the Bahia grass?

Mr. LeMenager stated it was much broader and has obviously dried out since that time. I am just pointing out that along the main roadways, the mowing does seem to get behind.

Mr. Geckas stated what happens as far as getting behind, we have a schedule that we try to follow that is systematic throughout the property. When we have delays because of rain or something, everything falls back. Sometimes we will receive calls from residents asking why we are not mowing in a certain area. In order to appease people, we move our system to address that issue for that resident, which pushes the schedule further behind. If you are normally mowed on a Tuesday but we moved our operation to make someone else happy, your day gets moved to Thursday or Friday.

Mr. LeMenager stated the only person you need to make happy is Mr. Haskett. There is no one else in this community who has any right to say anything to you about your service. Mr. Haskett is the only one you should answer to.

Mr. Evans stated at the last meeting, we discussed the planting of perennial peanut in some areas.

Ms. Kassel stated there are some next to my house.

Mr. Evans asked is it a plug or is it seeded? How is it established?

Mr. Geckas stated the perennial peanut that I see looks like it has been plugged. I have never seen seed do very well, and it is not like sod where they will match. These look like they were probably four-inch plugs.

Ms. Kassel stated the ones next to my house were one-gallon containers. There were probably 40 or 50 one-gallon containers.

Mr. Evans asked how fast does it spread?

Mr. Geckas stated it really depends on the weather. Unfortunately, the whole purpose of them is to reduce watering. When we have instances when we are well above our normal rainfall, their growth is slowed down a little because they do not like all that water. They prefer to be dried out a little. Those plugs could fill in over one summer.

Ms. Kassel stated I have perennial peanut, all one-gallon plants in various places in my yard, and it takes about a year for it to fill in.

Mr. Evans asked what kind of separation and density is it?

Ms. Kassel stated mine was about the same. I think the ones next to my house are 15 to 18 inches, on center, and ours were probably about the same.

C. Dockmaster/Field Manager

i. Maintenance and Field Activities Report

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

ii. Buck Lake Boat Use Report

Mr. Haskett 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.

iii. Pool Staff

Mr. Haskett stated school is out for the summer, and kids are being quite active. I want the Board to consider some thoughts as we go through the budget process for some type of pool staff during the summertime next year. I think it would be really helpful to have some pool attendants at each pool. Right now, we have three employees and at least two are on site each day, and they really are not cut out for the duties of policing the pools. They have been, and sometimes there are repercussions with that, as well as

complaints. I am looking for directive on how you want our maintenance staff and the dockmaster to interact with people throughout the day at the pool. Do you want them to patrol and police it, pour beer out of containers and remove people from the pools? Or do you just want them to respond if there is a complaint filed?

Mr. Berube stated we have signs there that say you need to have identification and a Harmony-authorized access card. People who are in there have fair warning that if they do not belong there, they will be asked to leave. I think the sign even says something that they will be ejected immediately. As long as our staff do it with a certain amount of charisma, I think we have already made the decision that if someone does not have a card, then they cannot be in the pool area.

Mr. Haskett stated the issue came up on Monday. Mr. Paul Calabro was at the Swim Club and told some teenagers that they could not come in. They wanted him to allow access. He politely told them no. They went to Ashley Park and jumped the fence to get in, and they broke a few things, which was not discovered until after we ran them off. They were run off with a few choice words from them, which unfortunately staff has to put up with. I do not like that fact, but it is what it is.

Mr. Berube stated that is part of the reality. Mr. Haskett's suggestion is to hire some pool police, and then we will have other people who will have choice words thrown at them as they run people off. What have we gained by trading it off to someone else? How do you hire people for a few months out of the year and explain the duties of their job? There might be some people who want that job, but I do not see it. I think a little guidance to our staff is the right direction. If they have choice words spoken to them, I am sorry. No matter what some of our people do, whether it is in the pool or around the community, some people are not going to like it and our staff is going to receive some flak. I think they just need to "man up" and go on with life.

Mr. Evans stated it does not appear that the scenario that Mr. Haskett described would have been any different, whether it was a summertime pool staff person or the current maintenance staff member who spoke to them. We have already directed staff that if they have any problems with anyone, they need to call for a deputy. It is usually just a handful of people who will be a recurring problem. There is no reason for any of our staff members to put themselves in harm's way to confront someone who just wants to ignore the rules that we put forth that are for the benefit of the residents and their safety. My

suggestion is that if there is someone who is giving staff a hard time, just call a deputy. Do not get in the middle of it. Do not get into a debate. Do not get into an exchange of words. Address it very directly with the sheriff's office.

Mr. Haskett stated I completely understand that, and they do a good job of avoiding conflict. What I am looking for is consideration of that for next year. There are companies that do subcontracting for pool attendants. I think it would reduce damages, and it would make a nicer environment for the other pool users. Our employees cannot be at the pool all the time. They can only go if we see something on the camera and ask them to respond, since they are out checking irrigation or on boats or other places in the community.

Mr. Evans stated it sounds like this firm you are referring to is someone where the District Manager could engage a separate contractor to provide short-term supervision during that time period.

Mr. Haskett stated that is correct.

Mr. Evans asked they would have their own insurance and other things?

Mr. Haskett stated yes.

Mr. Moyer stated there are companies who provide that service.

Mr. Evans stated we would just contract with them to provide someone here during that three-month period of time, or whenever we want them on site. I would like Mr. Haskett to check into what that would cost so that we can address it at our budget workshop.

Ms. Kassel asked when these people are confronted, are their cards removed or deactivated?

Mr. Haskett stated the people we have confronted do not have cards. They do not live here, although they say they do.

Ms. Kassel asked none of the situations you described are with residents who have access cards?

Mr. Haskett stated that is correct.

Mr. Walls asked do we have "no trespassing" language on the pool signs?

Mr. Haskett stated the signs say that if you enter without your access card, that you are trespassing.

Mr. Martz stated the sheriff was pretty clear, too, that they are not interested in enforcing that in our pools without a City Ordinance that specifically details that.

Mr. Berube stated this would be a town ordinance, just like we have on the signs at the ponds.

Ms. Kassel stated that is a State Ordinance that it refers to.

Mr. Berube stated we would have to install “no trespassing” signs similar to the signs at the ponds, and post them at the pools to get the deputies to enforce a call from us. I do not see that as a big deal. We just need to modify the signs a little.

Mr. Martz stated I spoke with Mr. Tome about this. The deputy indicated they are not interested in responding to those signs. He indicated they needed an adopted ordinance, not just us showing them in the law where they are supposed to uphold trespassing by the Statute. They need a specific ordinance or their supervisor advised them to not enforce those signs.

Mr. Evans stated we will take that up with the sheriff’s department.

Ms. Kassel stated we may need signs outside the pools saying that if anyone enters without their access card, it constitutes trespassing, and then we need to cite the appropriate Florida Statute.

Mr. Berube stated we already have those signs.

Ms. Kassel stated no, we have those signs in the ponds. We only have a sign at the pool that says if you do not have an access card, then you are trespassing. The sign does not cite the Florida Statute.

Mr. Berube stated I misunderstood what you said. You are correct; we need signs that reference that Statute, just like the signs at the ponds.

Mr. Golgowski stated I am working on the fishing question in the ponds now, that have the same issues. The sheriff’s department is checking with their attorney to see exactly what they can and cannot enforce, what needs to be posted, and that sort of thing. We confirmed all that on our side, so we are starting those discussions with the sheriff that should also help with this question.

Mr. Evans asked can we accelerate those discussions the next time Mr. Tome is available? Can we take it to the County Commission?

Mr. Tome stated we can, but Sheriff Bob Hansell is the only person who is going to make that happen.

Mr. Golgowski stated we started with the Under Sheriff.

iv. Damage at the Pool

Mr. Haskett stated someone threw a rock through a window at the Swim Club that unfortunately, was not caught on camera. I noticed the budget included several thousand dollars for security enhancements, but it has been moved around. I am not sure where it was moved to, but it is not there anymore. Next month, I want to bring some proposals for some enhanced security cameras. Where this took place, there was no security camera that caught it. I think we need to enhance that. It might reduce kids jumping the fence, as well, because we can identify them instead of just knowing it was a teenager.

SIXTH ORDER OF BUSINESS

Developer's Report

i. Discussion of Staff Functions and Responsibilities at the Pools

This item having been already discussed, the next item followed.

ii. Lakeshore Park Expansion

Mr. Tome stated I have more information as a follow-up from the discussion last month regarding a public/private partnership and a plan for the expansion of Lakeshore Park. The 11"x17" drawing has not changed since the last meeting as far as what is being proposed. The 8½"x11" sheet has more detail and has been broken down individually, showing how we get to the total at the bottom. These numbers are based on bids from contractors, so they are not numbers that we estimated. They are the result of a lot of vetting back and forth. Boardwalks A and B will take you from the top of the bank to the water's edge, and they include the improvement that is at the water's edge. In one case, it is a 10'x20' viewing platform, and the other is a 10'x20' fishing platform. The only difference between the two is that one has pergolas and swings, and the other is designed just for fishing. One is more of a peaceful, sitting environment and the other is for a fishing environment. At the top of the bank will be a 10'x10' gazebo, which straddles the path. It does not necessarily look that way on the plan, but the intent is that it will. There will be an opportunity to have a bench there, as well. If you are making the one-mile trek around the pond, you have a place to stop and get out of the sun and get some shade. They will be at the connection point where the boardwalks intersect with the pathway. Below that are the bridges and the trail, which are broken out separately. Both bridges go over the pond, which is the same as last month. The shell path is about one mile, 5,000 linear feet that goes all the way around. There are also accessories, such as trash cans, doggie pots, and other items. We are proposing to relocate two benches. There are a few

areas throughout the community, such as the sun dial, that has four benches. Since it is a sun dial, there is no shade there, so those benches do not get a lot of use. This is an opportunity to reuse them somewhere else. Also, along Cat Brier and the long walk, there are several benches and existing gazebos. Rather than buying new ones, it makes sense to relocate them so that we can save money and they will be used. Some other accessories include mile markers and interpretive signs. The point is that people will be able to use this trail to run or walk and exercise and be able to challenge themselves in quarter-mile increments. The interpretive signs will be geared toward the nature aspects of the animals and plants. We included a small contingency at 4%, which we hope not to use. These numbers are based on real bids, but in reality, sometimes you come across things that are buried or you did not know about, such as irrigation connections that need to be made. We do anticipate that contingency to be necessary. The grand total is \$119,043. At the last meeting, we discussed that it would be in the range of \$90,000 to \$120,000. As the developer, we were prepared to proceed with the boardwalks on our property, which is the conservation line down to the water's edge. We brought this forth as an overall, full plan from what was designed when the original trail studies were prepared, which had a lot of input from a lot of people from the community.

Mr. Walls asked what kinds of trees are proposed?

Mr. Tome stated primarily sycamores, maybe some oaks, something that is fast-growing and provides a lot of shade in the summertime. Sycamores do that well. A lot of times, people do not like sycamores because they push up the sidewalk in the areas where roots are. In this area, we have plenty of space so that we can keep it away from the pathway so it will not interfere.

Mr. Walls asked have you thought about cypress trees along the shore of the lake?

Mr. Golgowski stated it was not included in this proposal. We were really focused on the pathway and providing shade. Cypress trees are always nice.

Mr. Walls stated they are nice-looking trees, as you are walking around, maybe in one corner of the lake.

Mr. Berube stated I received the proposal earlier by email, and thank you for sending it. My question has to do with the shell path. I anticipated a shell path behind the pond, but I thought the area between the pond and the street was going to be concrete. That area appears to be a shell path, as well.

Mr. Tome stated that is correct. Where that pathway is located is not pulled to the street like the sidewalks are. It is up against the edge of the bank of the pond, so it is quite a distance away. The drawing does not necessarily show that because of the scale size. From an aesthetic perspective, I do not think you will have a sense of weirdness that there is a shell-based path that is where a normal concrete path would be. Second, the cost of doing concrete on that area, which is 1,200 to 1,300 linear feet, would spike the numbers pretty drastically.

Mr. Berube stated I understand that. Mr. Tome commented on the aesthetics, and that was my concern, how it will look now and how it will look in five years. The shell paths have a spread of ten feet and flatten out a little, based on a couple years of experience on Dog Trot Trail. I am not sure of the permanency of it and how it will look. If Mr. Tome is fine with the aesthetics, then I am fine, but that was my concern of how it will look along there. You are correct that it is a ways from the street, so maybe it does fit.

Ms. Kassel stated one of the things I like about it is that it joins nicely with the sidewalks so that people do not have to walk over grass. It seems cohesive. Mr. Berube raised a concern that even though we are using some of our existing capital funds to fund part of it while the developer funds the rest, we will have a maintenance cost going forward. This is a question for Mr. Boyd. What might we expect in terms of how often we will need to renew the shell path and at what cost?

Mr. Boyd stated I have not considered what the annual cost would be for the shell path or the bridges. One thing that is good is that with good materials, the bridges will not require any annual maintenance. It will be very long periods of time between maintenance activities, similar to the dock.

Ms. Kassel asked is that 20 years?

Mr. Boyd stated it is probably closer to 10 years, minor maintenance every 10 years. The shell path itself will require minimal maintenance because it is inherently a low-maintenance surface. It is probably the best material you could use there. The more use it gets, the better it will be.

Ms. Kassel stated it will keep the weeds down.

Mr. Boyd stated that is correct.

Ms. Kassel asked will it need something every two years or every five years?

Mr. Boyd stated I would guess that you could go five years without having to replenish it, and probably longer than that.

Mr. Golgowski stated the experience we have had on existing roads here has been periodically, they need grading, but that is as a result of truck traffic, which we will not have on these pathways. That is done perhaps once a year, and it is a simple job. So the pathways would be done less frequently. The advantage of having shell versus concrete is that you have to edge concrete all the time. With the shell path, you can mow right over the edges.

Ms. Kassel stated it is a permeable surface, also, which is a good thing. It looks as though it is about \$27,000 to install it. I am just thinking ahead, so perhaps it is another \$7,000 or \$8,000 every five years to renew the shell path? I can see elsewhere that the shell path has a tendency to wash away and things start growing through it. Is that a reasonable expectation?

Mr. Boyd stated that is more than reasonable, in my opinion.

Mr. Evans stated we discussed this last month relative to how to proceed in a contractual manner. As I understand it, the CDD is being asked to contribute funds that are available in the 2004 capital improvement fund. As of May 31, 2012, that fund totaled \$62,828.66, which we would contribute toward these improvements. How do we move forward in a contractual way before we consider a motion?

Mr. Berube stated I thought that we were going to aim for a 50/50 split, and the CDD was going to contribute up to that 50% from that particular account. Have we changed from that?

Mr. Evans stated there was discussion along that line, and the discussion included where we could spend these monies, as well. I asked Mr. Boyd and Mr. Moyer to look at this, to determine if we can allocate the funds left in the 2004 capital projects fund to another project outside of the east side. The opinion was that because this is a community-wide facility, those monies would be applicable for this project. Mr. Boyd modified the engineer's report and rendered a letter as such. From a timing standpoint, we need to move those funds from the capital account since we cannot leave them in that fund forever; we need to spend them.

Mr. Berube stated it is a difference of a couple thousand dollars, so I am fine with proceeding in that manner.

Mr. Evans stated that factor played an element into the suggestion.

Mr. Moyer stated procedurally, I would ask the Board to consider the amendment to the engineer's report, which does incorporate this new work in the 2004 project scope. Then it would be appropriate to authorize staff and Mr. Qualls to prepare the contract and proceed.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to accept the amended engineer's report, dated June 26, 2012, reflecting the inclusion of the Lakeshore Park expansion improvements.

Mr. LeMenager stated nice job on the maps. I love the maps.

Mr. Evans stated the next step in this subject matter would be to authorize the District Manager and District Counsel to move forward with an agreement between the District and the developer, whereby the District would contribute the balance of the funds in the 2004 capital improvement fund toward the improvements for the Lakeshore Park expansion, as submitted by the developer today.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to authorize the District Manager and District Counsel to move forward with an agreement between the District and the developer, whereby the District would contribute the balance of the funds in the 2004 capital improvement fund toward the improvements for the Lakeshore Park expansion

Mr. Berube asked will the ownership of the whole project be on the District or will the ownership of the improvement remain with the respective landowner?

Mr. LeMenager stated with the respective landowner.

Mr. Berube asked who will have overall maintenance responsibility for the whole project? Or will that also follow the landownership?

Mr. Evans asked will the developer convey all of the improvements to the District because the District has a use agreement for the boardwalk access?

Mr. Tome stated that is correct.

Mr. Evans asked will the developer be granting a bill of sale for all the improvements to the District?

Mr. Qualls stated the minutes from last month reflect that there will be one contractor to construct the improvements. The developer will construct the improvements, and then the District will acquire them, which the District has the power to do. The District has the power to construct, but since the District would not be constructing everything, it seemed to me that what was contemplated last month was that the developer would construct it and then the District would acquire it. The District Engineer would make sure that the materials and the construction meet District standards, so that you know when you are taking over the maintenance, that it was built to the District's standards. Then you can fulfill your duty to manage that over the long term at high levels.

Mr. Berube stated that was my understanding. We were going to receive it all and have the maintenance responsibility.

Mr. Tome stated currently, for example, at Buck Lake, the dock that is there is currently under the ownership of Birchwood, not under the ownership of the District. But the District has the responsibility to maintain it because of the use agreement to use it. Going into this project, that was the thought process that Mr. Golgowski and I both had, only because of the fact that there is a conservation easement across this land that is owned and in partnership with Birchwood. We do not know legally if we can easily convey an easement across that or conveying that parcel.

Mr. LeMenager stated this is truly a public amenity. This is no longer a Harmony amenity. There is no gate. There is no access card required. Anyone can use the park now, so anyone could go out and take a pretty walk around the lake. I think that is one of the reasons we want to do this, to encourage people to come here.

Mr. Berube stated my concern is if a hurricane or tornado blows through. Who has to rebuild it? That is the clarity that I am looking for. If it is not ours to replace, is it still ours to maintain? I do not want to mess up the motion we just made, but this question could conceivably come up and I think we need to resolve it now.

Ms. Kassel stated I think it is one of those things that is unlikely to happen but if it does, then we will deal with it then.

Mr. Berube stated I do not know if that is wise thinking. We are all friendly here now, and the developer is currently our friend, but the developer might change at some point and we might have an unfriendly developer. If the answer is that they are going to build

this, we are going to split the cost, the CDD has maintenance responsibility, and if it gets blown away then the CDD has to fix it, I am fine with that but we need an answer to that.

Mr. Tome stated under the current agreement that is at Buck Lake, there were minor repairs that were recently done and were paid by the District since the District has the responsibility to maintain and repair the dock, for the purpose of using the dock. This would fall in that same category.

Mr. Berube stated if that is our understanding and we just made it public, I am absolutely fine with it. I just want to be sure we all are in agreement and understand it before we have a yelling contest over what may happen. That is the answer that I thought, but I wanted it on the record.

Ms. Kassel stated to me, this is a facility that we would have paid for out of the capital budget, but essentially we are receiving a gift from the developer because it is costing more to do it than what we are paying. It would be ours whether we built it or they built it, not only to own but also to maintain. If it is blown down, then it is still ours to rebuild.

Mr. Moyer stated it is an insurable risk, and we will add it to our policy.

Mr. Berube stated that is fine. We are a public agency. We do our business in the public. I wanted it on the public record what the expectations are, and I got that answer. It will work the same way that the dock does, and I am fine with that because we all know what to expect.

Mr. Walls asked can we insure things we do not own?

Mr. Moyer stated the assumption is that we would own all of it.

Mr. Qualls stated there are clearly a lot of variables. The motion outlined things that we are not all certain about. I would advise a motion to reconsider and then consider a new motion. I am not sure what the motion said, but I think it has already changed everyone's idea.

Mr. Berube stated I think the last motion was fine, and I am not attempting to change it. I just want to be clear on the motion. I was not clear on the maintenance and potential rebuilding responsibilities. We had the precedent set already, just the same as the dock, and I am fine with that. I just wanted everyone to share their thoughts.

Mr. Walls stated I would like to work on an agreement first and then consider the approval of the improvements.

Mr. Qualls stated that is my suggestion.

Mr. Walls stated I would like to reconsider what we just did and instruct staff to work on an agreement and bring it to us, make sure everyone agrees with it and then consider the expansion improvements.

Mr. Evans asked where is the disconnect?

Mr. Qualls stated what I read in last month's minutes is that these improvements would be constructed and then the District would acquire them. What I thought the motion said was that the District was going to donate or provide a certain amount of funds toward the improvements. Then there was a separate discussion on which part was on whose land. I think what Mr. Walls is saying makes sense. I think I understand what the Board wants to get done. You want to be able to acquire this recreation facility, and the Board is willing to maintain that facility. We understand that and we can put a contract together to accomplish that and bring it to you for approval. Then these things are in black and white and there are no questions.

Mr. Berube stated this will largely mirror our dock use agreement, I expect.

Mr. Tome stated it should. It would be the same practice.

Ms. Kassel stated if it is a question about it being an insurable risk, we should look into that, just so we know.

Mr. Moyer stated if it is in the form of a lease agreement and we have an obligation to insure it, we can get insurance for it.

Mr. Evans stated the motion provided for the District Manager and District Counsel to prepare an agreement to facilitate the intent of the Board. I think the motion is good. Mr. Qualls still needs to bring an agreement for the Board to finalize.

Mr. Berube stated we can include language related to its maintenance and overall responsibility. It should not be a big deal.

Mr. Walls stated we granted them the authority to prepare an agreement, and they will bring it back to the next Board meeting.

Mr. Evans stated that is correct. We tried to give them as much direction as we possibly could without drafting it.

iii. Boy Scout Community Service Project

Mr. Tome stated Harmony has a Boy Scout troop that is completing its first year. It is a very active group for the size of it. The handout I distributed shows their first community service project for Harmony, which consisted of planting pickerel weed in

Pond 31. They spent an afternoon doing that, and they did it before the water level rose so the timing was perfect. All the plants are thriving and it all seems to be good. The list of Scouts is also included on the handout.

Mr. Berube asked do they need more community service projects?

Mr. Golgowski stated yes, they always need more.

Mr. Berube stated I do not know if this applies or not, but currently we are eliminating weeds in ponds by spraying them. What do you think about having a community service project of them pulling out noxious weeds, physically pulling them out? Could that be accomplished?

Mr. Golgowski stated yes it could be accomplished, but that is a lot of work for young boys to perform.

Mr. Berube asked how young are these boys? To me, Boy Scouts are ages 12 through 15. Are they younger than that?

Mr. Golgowski stated no, they are about that age, middle school range. They do like to create more than removing.

Mr. Berube stated that is fine. I did not know how much community service time they needed, but it is something to consider. I think you did well with the planting. Thank you.

Mr. Walls asked is there a way for us to send them a formal thank you letter or something along those lines to them? That is good work.

Mr. Moyer stated yes, we can send a letter.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. Moyer stated I received a call on my way to the meeting, and we have collected 100% of our non-ad valorem assessments, so the \$34,000 that is shown as a receivable under revenues has been collected.

Ms. Kassel stated that is wonderful.

Mr. Moyer stated because we are doing some pretty aggressive things this year, all of the expenses added together were almost \$19,000 under budget through May 31, 2012. On a budget of \$1.5 million, that is not a lot of money. Regarding Mr. Haskett's

statement earlier, I looked at the budget that we adopted for fiscal year 2012, and he is correct that we did have \$5,000 allocated for security enhancements. I will find out where that money went.

Mr. Walls stated it looks like the legal expenditures have gone down. I am trying to figure out why that is. They were about \$20,000 through last month, and now they are \$15,000.

Mr. Moyer stated the fees related to the 2005 assessment issue were about \$9,000, so that works out.

Mr. Walls stated as Mr. Berube commented last month, perhaps we can put all this together on some kind of spreadsheet that shows how these reimbursements are being made and when, just so we have it for the record. It is showing up in the financial statements, but it is not explicit and the numbers just change.

Mr. Evans asked is there room for a footnote?

Mr. Walls stated I would like to see a schedule of how these reimbursements are being applied, showing the amounts for each month.

Mr. Moyer stated on page 8, under the notes to the financial statements, we do address the management fee this year. I do not see the same for the legal bills. We will take care of that.

Mr. Berube asked did I just hear that the legal bills were all paid at one time, which is why legal expenses for this year decreased?

Mr. Moyer stated I do not believe it was paid all in one payment. The idea was that it would be paid monthly and tacked onto the end of the special assessment payout that Severn Trent is making to the District.

Mr. Walls stated I would like to see a schedule showing the monthly amounts reimbursed to the District each month, just for the record.

Mr. Moyer stated I would be happy to provide that.

B. Invoice Approval #146 and Check Run Summary

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

Mr. LeMenager stated for the second month in a row, it appears as though everyone received the invoices in their agenda packages.

Ms. Kassel stated that is correct.

Mr. LeMenager stated I presume we are not going to see a large photocopying charge and that Severn Trent will realize their mistake and not charge us for all this extra photocopying that was not ordered.

Mr. Moyer stated they already emailed me that will be the case.

Ms. Kassel stated I received an email to that effect.

Mr. Berube stated I also received an email about that a long time ago.

Mr. LeMenager stated I did not receive one. I see that we used the Orlando Sentinel for one advertisement. I thought we had agreed to use the Osceola News Gazette?

Mr. Moyer stated we used both newspapers for the landscape RFP to get broader interest.

Mr. LeMenager stated I see we spent \$1,000 on doggie litter bags. How long will those last?

Mr. Haskett stated it is about a six-month supply.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the invoices, as discussed.
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C. Public Comments/Communication Log

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

Mr. Walls stated I noticed a pool complaint. Is that a resident who was unhappy?

Mr. Haskett stated there have been a few residents who have emailed me or the District, which I was advising them to do, who were complaining about some rambunctious kids.

D. Website Statistics

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

E. Comments on the Proposed Budget for Fiscal Year 2013

Mr. Evans stated we were looking to schedule a workshop.

Mr. Moyer stated I think we were suggesting on the same date as the July meeting, immediately following the regular meeting.

Mr. Evans stated we discussed having one but we did not set the time.

Mr. LeMenager asked do we have to publish the final budget or it has to go on the website?

Mr. Moyer stated it has to be posted on the website.

Mr. LeMenager asked how many days before the hearing does the budget need to be posted?

Mr. Moyer stated two days.

Mr. LeMenager stated we have time before the August hearing. There are things we need to work into the budget. One of the attractive things about the landscaping RFP is that we will be saving about \$30,000, which was a nice bonus.

Mr. Moyer stated we will also be saving about \$2,200 on the aquatic weed control contract. I will review the budget a little more. One of the things that you will notice is because of poor interest earnings on our bond fund accounts, we now have to levy what the principal and interest payment is. There is no monies to credit against that levy, which means the assessment on the debt service side will increase somewhat. To the degree that we can save it on the operation and maintenance side so that at the end of the day, the total assessment will basically be the same as it was in total last year. That is really what I would like to come up with.

Mr. Walls stated that would be my request.

Mr. Berube asked how much will the debt service have to increase?

Mr. Moyer stated about \$35,000.

Mr. LeMenager asked do we have to advertise the budget workshop?

Mr. Qualls stated yes.

Mr. LeMenager asked will that advertisement be in the Osceola News Gazette?

Mr. Moyer stated yes.

On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, unanimous approval was given to schedule a budget workshop immediately following the July 26, 2012, regular meeting at 9:00 a.m.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney i OUC

Mr. Qualls stated I sent an email earlier regarding this issue, but OUC has adopted some Federal standards to maintain the easement under the power lines. A representative of Davey Tree had come by to look at cutting down some trees, and Mr. Gologowski talked with him. We setup a meeting with Mr. Wayne Zimmerman at OUC, and all that

field work has been stopped. They are going to do a survey so that everyone can see where the easement is. Then there is going to be one or more meetings to develop a plan of action to make sure that OUC can do what it needs to do and that this District can preserve the trees. There is some wiggle room but not a lot. They have to cut down certain things and they have to maintain other things, but they are very willing to work with us to come up with a plan that everyone is happy with. That will be ongoing. They have not performed the survey yet, and I am not advising that we do anything to rush that process along.

ii Sunshine Law

Mr. Qualls stated someone asked if it was allowed for a District Board member to post on a blog. The answer is that it is allowed. We still advise against that. Remember that the Sunshine Law says that you cannot have a meeting unless it has been advertised and the public and press have been invited to attend. If you simply post something on a blog, you are not violating the Sunshine Law, because by just posting something, you are not having a meeting. The danger comes if another Board member were to respond to that and comment. Then you have a meeting and a possible Sunshine Law violation. To me, when you send an email or other electronic communication or post on a blog, then it is out of your hands as to whether or not a meeting is going to take place. You technically can post to a blog, such as a report or a summary of things or information you would like to give to other Board members. We advise against that because as soon as there is interaction or deliberation about something that should come up at a meeting, then there is the potential for a Sunshine Law violation. What the Attorney General's office has said is they have expressed concern that a process where Board members distribute position papers on the same subject to other members is problematic and should be discouraged. Just keep those things in mind. You can email and do those other things, but the minute you do that and someone responds to the email or posts something on the blog, then someone could argue that a meeting has taken place, and there would be a Sunshine Law violation. Technically, you can do it, but please do not post items on a blog. I think that addresses the substance of this issue. Another question came up where a Supervisor had done a good job in preparing the evaluation and asked if it could be shared with the other Board members. Again, the answer is yes, you can share information, just like anything else that would come in front of the Board. But if another Board member was to receive it and comment on it and share back, then you have had a meeting and a potential Sunshine

Law violation. You can do those types of things, but we strongly advise that you do not. It is in the ethical arena where we are sometimes asked if certain things are ethical. The best answer is, if you have to ask, it is probably wrong. If you have to ask if something is a Sunshine Law violation, we usually assume that it is and you should not do it.

Mr. Berube stated to be clear, two Supervisors can exchange any kind of information in public or private, as long as it does not apply to CDD-related business.

Mr. Qualls stated that is correct. I know of Boards of Commissioners who get together to talk about everything but Board of Commissioner business and it is not in the Sunshine. What they will do in an over abundance of caution is invite the press and the public so that everyone can see that they are not talking about official business. Two Board members can discuss the weather. It is the situation where yes, you can do it, but we want to help you avoid even the appearance of impropriety. So we suggest that you be cautious when you do that. What the Sunshine Law says is that you cannot have a meeting unless that meeting has been publically advertised. Two Board members talking about the weather at a barbecue and other non-CDD topics is not a meeting.

B. Engineer

i Road Dedication of Oak Glen Trail

Mr. Boyd stated this item was distributed to you all with the amended agenda requesting the Board's authorization for the Chairman to sign a plat dedicating a portion of roadway to the County and the right-of-way to the CDD. This was brought to my attention in about April. There is a section of roadway between the Cat Brier traffic circle and the first entrance into neighborhood D-1, Indiagrass Road, which was originally set up as an access and utility easement during the very first days of construction in Harmony. Cat Brier was built and then there was a lift station that is still there to the east. This was an access and utility easement to get to that lift station, which was going to facilitate future phases. When neighborhood D-1 came online, that easement had already been declared, and the roads were built. But when the D-1 roads were dedicated to the County and the rights-of-way were dedicated to the CDD, there was an oversight and the easement that was already there was not included with the plat and dedication. There has always been an easement to the CDD and the County for access and utilities, which is how it is recorded today. What we are trying to do now is actually dedicate the roadway itself to the County and the landscape and utility tract to the CDD, which has always been

the intent. This is really a cleanup item at this point. I would request a motion to allow the CDD to acquire the landscape and utility easements.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to authorize the Chairman to sign a plat dedicating a portion of roadway to the County and the landscape and utility easements to the CDD, as discussed.

ii Use of Capital Funds for Lakeshore Park and Revised Engineer's Report

This item already having been discussed under the sixth order of business, the next order of business followed.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Kassel stated I have three items. The first is, there has been a lot of fishing around Long Pond, a lot of fishing every day. I am making a request that we sign that pond.

Mr. Berube asked do you mean the pond at Lakeshore Park along Schoolhouse Road that we just decided to put the improvements on?

Ms. Kassel stated yes.

Mr. Berube stated I agree there is a heavy amount of fishing there.

Ms. Kassel stated if we are stocking the ponds with grass carp, we do not want to have the grass carp removed. People will be able to fish at the dock.

Mr. Berube stated I was against the prohibition of fishing in the ponds, but in recent months, twice in the last month, I have seen people hook alligators. Both of them did it on purpose and managed to pull alligators onto the shore and then cut them loose. Based on watching people do dumb things like that, I am now in favor of prohibiting fishing in ponds. I did not think people would be that stupid, but I watched it happen twice.

Ms. Kassel stated I would like to sign all the CDD ponds for no fishing.

Mr. Evans stated the Board already voted to prohibit fishing. We ordered the signs and it was just a matter of which ponds were going to be posted. We have the signs, and the motion has already been approved prohibiting fishing.

Ms. Kassel stated that is only for prohibition, not for posting.

Mr. Evans stated that is correct.

Ms. Kassel stated that is why I would like to post all the CDD ponds for no fishing.

Mr. Berube stated I would support a motion for that particular pond because I see it as a problem, but I am opposed to any additional signs going up in this community on a wide-spread basis. There are some areas that look terrible, and I think our signs add to that terrible look. But I will support a motion to sign that particular pond.

Mr. Walls stated I have already expressed my opinions on the government protecting people from themselves.

Mr. Berube stated the alligators do not deserve to be treated that way by people's stupidity of trying to hook them.

Mr. Walls stated the reality is that we are going to spend \$60,000 to make this pond look nice with some improvements, and now we are going to put these ugly signs all around the pond. I do not get it.

Mr. LeMenager stated I am in complete agreement with Mr. Walls on this. My position has always been clear. I am 100% in favor of opposing fishing in ponds that border houses. I am happy to see signs on those ponds. For that particular pond, I think the signs will be an eyesore.

Mr. Evans stated this is parallel to establishing a speed limit but not posting speed limit signs.

Ms. Kassel stated if people are fishing in those ponds, there will be more trash, they will be leaving fish hooks and fishing line and whatever else. That is more of an eyesore than the signs, which are at least relatively neat, tidy and uniform. I do not think they are distracting that much.

Mr. Walls asked what is the interval for spacing the signs?

Ms. Kassel stated 500 feet.

Mr. LeMenager stated and every corner.

Mr. Berube stated it will work out to six or eight signs.

Ms. Kassel stated it will be 10 signs if the pond is 5,000 linear feet.

<p>Ms. Kassel made a MOTION to sign Long Pond for no fishing. Mr. Berube seconded the motion.</p>

Mr. Berube stated I want to be clear that it is only because what I observed people doing with alligators. I understand that alligators can get mean and nasty, but they do not

deserve what people are doing to them, and I think that needs to stop. I will support the motion.

Upon VOICE VOTE, with Ms. Kassel, Mr. Berube, and Mr. Evans in favor, and Mr. LeMenager and Mr. Walls against, by a vote of 3-2, approval was given to sign Long Pond for no fishing.

Ms. Kassel stated my second item is, since it looks like we are moving forward with these improvements to Lakeshore Park, I would like our engineer to add a line item for putting aside reserves for maintaining or refurbishing this facility as necessary to add to the reserve schedule. My third request is that when we review the budget in July, I would like it to not show any increase in assessments in total, between the general fund and the debt service fund.

Mr. Walls asked how is the irrigation program going?

Mr. Haskett stated it is going great except for today because we do not seem to have any reclaimed water. Toho Water Authority believes their system was hit by lightning within the past week, so the reclaimed water is down. They have been replacing parts and they hope to have it up in the next day or so.

Mr. Walls asked is that throughout the community?

Mr. Haskett stated yes. With that said, we have three more control units to go through, so about 90 valves left. Mr. Aaron Smith from Insight Irrigation plans to attend the meeting next month and will provide a Power Point presentation to show the system and what it can do. So far it is a great system, and we have already put it to great use.

Mr. LeMenager asked what is up with the person on Schoolhouse Road who thinks he can put his sidewalk between the curb and our sidewalk over the easement?

Mr. Haskett stated that has already been addressed through Mr. Boyd through a letter to them. They requested a handicapped ramp at that location, and we were able to get them to wait until we received the appropriate answer from Mr. Boyd.

Mr. LeMenager stated I am aware his wife is in a wheelchair.

Mr. Haskett stated that is correct. It was determined that was not the best place to put a handicapped ramp because it is not marked as such, and there is no cross area there.

Mr. LeMenager asked how are we doing with power washing? I know we purchased some power washing equipment. Is there a plan in place for one of our staff to get out there regularly and keep the hardscape clean?

Mr. Haskett stated we do have a plan. We have had some issues with the power washer itself, since it was down for about four days. We did some repairs to it, but it is operational again. The rain also slowed them down. The plan is to finish Five Oaks from the Town Square to Cat Brier and then go north on Cat Brier. They are going from spot to spot as time allows trying to get on a refined schedule.

TENTH ORDER OF BUSINESS

Adjournment

The next meeting will be Thursday, July 26, 2012, at 9:00 a.m.

The next workshop will be Thursday, July 26, 2012, immediately following the regular meeting.

The meeting adjourned at 7:50 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman