

# 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 28, 2013, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Supervisor
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Kenza vanAssenderp	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Boyd Civil Engineering
Greg Gologowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Residents and members of the public	

### FIRST ORDER OF BUSINESS

#### Roll Call

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

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

### SECOND ORDER OF BUSINESS

#### Approval of the Minutes of the January 31, 2013, Regular Meeting

Mr. Berube reviewed the minutes of the January 31, 2013, regular meeting and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 36, tenth line from the bottom should be iPad, not iPhone.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the January 31, 2013, regular meeting, as amended.
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### THIRD ORDER OF BUSINESS

#### Audience Comments

Mr. Dave Leeman stated I came to speak on the idea of maintaining some of the school property and maintaining it in somewhat better shape than it is currently. My personal opinion is that I am vehemently against that for several reasons. First, it sets a dangerous precedent that whenever the Board does not like something, they can just put

that upon the taxpayers of Harmony. There may be Board members in the future who are less fiscally conservative than this current Board and may not be as good stewards of our money as you are. Keep in mind the precedent that you would be setting with this action, and that is a bad one, in my opinion. Second, it rankles me that the property taxes that the school receives from us are not sufficient to maintain their own property. That is bogus. We should not take that responsibility off their hands without receiving a reduction in property taxes in any way. The only way I could possibly support it is if the cost of our maintaining it was taken off the property taxes for the town, but that will never happen. Third, as you may have noticed in the posts by various online groups, the residents are about 10-1 against doing this, so I am not the only one. Last, people are not buying houses according to the shrubbery at the school. The education at the school is very important to them, but unless the grounds are a complete dump, they are not even considering that as part of their decision to move here or not move here.

Mr. Berube stated I agree with most of Mr. Leeman's points. We had a lot of discussion on this issue back and forth on both sides. I am cognizant of what the chat rooms have been saying, and I agree with the numbers. One of the biggest positives is, by raising the standards of landscaping at the school, we may be protecting our property values indirectly. I do not know exactly how that plays out, but there is no doubt that a good-looking community throughout is a general positive. Is there a gain versus how much we pay for that? Is it a wash? I do not know. We have not made any final decisions regarding that, and I do not think we really need to address this again until the development company's gracious absorption of that maintenance ends with our fiscal year. There were some detailed discussions, and Mr. Leeman's points are well taken.

Mr. Leeman stated I think you would be much better served spending that money on the irrigation system for the shrubs and trees that are being installed around Long Pond. I am not against the CDD spending money. That was a really good project and is wildly popular. Everyone likes it, and it is being used as much or more than anything else in town right now. If we put all those plants in there without an irrigation system, it will be much more difficult for the standards to be maintained as well as the rest of the town. That is a much better way to spend the \$7,500 annual cost, than putting it into the school grounds.

Mr. Berube stated I have no argument with that.

Ms. Kassel stated we discussed irrigation last month, which is reflected in the minutes.

Mr. Berube stated it is my belief that we should have fairly complete irrigation at least on the street side of Long Pond as part of that project. We already have a general idea that water and electricity are there. It is a matter of working irrigation into the project. It will be separate from that project because irrigation was not contemplated, but it is well taken to irrigate the whole area.

A Resident stated I thought Davey was going to roll the cost of that maintenance into their existing contract and not charge us anything extra.

Mr. Berube stated there will be an increase to the contract if we do that additional work at the school. There will be an addendum to the existing contract to take advantage of economies of scale. Right now, nothing is happening between the CDD and the school. The development company has graciously taken the initial step for the time being.

Ms. Kassel stated I do not know that is the case. First, at the last Board meeting, they indicated before they took the step of refurbishing that area and having Davey maintain it at their own cost through the end of our fiscal year, they wanted an understanding that the CDD would then take over that maintenance. If the CDD is not going to maintain it after that point, then the refurbishment may not happen. Second, the current state of the school grounds that I saw about a month ago was really no different than other areas in the District. I do not see that the quality and condition of the landscaping at the school is really much different than elsewhere. Why should we have to pay more to maintain it to a better standard than we are already getting?

Mr. Berube stated clearly, we need further discussion on all aspects of this. No decisions have been made.

Mr. Leeman stated I thought the Board approved taking on that maintenance.

Mr. Berube stated no, we have not approved anything. We will need Davey and Mr. Nicholas to provide further answers. Right now, since neither party is here, we are in a holding pattern. We have noted Mr. Leeman's concerns. The Board also has some concerns, and we have not progressed with this issue.

## **FOURTH ORDER OF BUSINESS**

## **Old Business**

### **A. Google Tablets**

Mr. Berube stated we all have our new tablets, and for anyone who would like me to order a cover like the one I have, I can order it for you from Amazon.

### **B. Cell Phone Providers**

Mr. Berube stated last month, I mentioned the possibility of switching cell phone providers. At Ms. Kassel's request, Ms. Brenda Burgess did a comparison with AT&T to see how their prices compared to the proposal from Sprint. I brought the email from Ms. Burgess regarding her comparison for anyone who would like to read it. After several paragraphs about complaining being on the phone multiple days with AT&T, the bottom line is "the pricing she gave me was no better than what we are currently paying. She pretty much quoted me what we are already paying as I was looking at our recent bill. I asked about port-in credits and buy-backs, but she would not offer anything. She said the prices she gave me were the best they could offer. All in all my experience taught me that they are not interested in retaining our business." We discussed changing potentially from AT&T to Sprint. Last month, I shared that the savings were \$1,800 the first year and \$2,200 the second year.

Mr. LeMenager asked is the signal quality as good?

Mr. Farnsworth asked whose phones will this affect?

Mr. Berube stated the three phones that are in the hands of our field technicians. There are several other things to consider. We have also briefly discussed providing Mr. Rick Druckenmiller with a tablet, similar or identical to what we have, because he works with the irrigation system. We paid for the mapping study that has all the maps in Google Cloud. Currently, Mr. Druckenmiller has to use his iPhone's little screen to see the map of Harmony to determine where he is working. As we all know, working on a phone screen versus working on a tablet screen, it is a lot more convenient to work on a tablet than a phone screen. Plus, we have also eliminated the monthly expense of having Walker Technical Services perform the irrigation monitoring. Our thought in terminating that portion of the irrigation program was to slowly ease Mr. Druckenmiller into managing the Maxicom system. For those two reasons, we should provide him with the proper equipment to manage Maxicom, as well as manage the mapping system when he needs it, which is part of his job. I think we should provide him with a tablet. The tablet will need internet access. If we change phone providers or even if we keep the current

provider, we can provide a hot spot on the phone, which would effectively tether the tablet to his phone so we do not have any additional internet costs. And when he is in the field, he will have internet access. The first question to answer is if we want to change cell phone providers. Second, do we want to provide a tablet for Mr. Druckenmiller? We discussed it briefly in the past, and I see heads shaking in the affirmative on that question.

Mr. Farnsworth stated I am in favor of providing a tablet for Mr. Druckenmiller. As far as the cell phones, it really does not matter to me if we switch or not.

Ms. Kassel stated I think that is up to the management company as to whether or not it is a good idea.

Mr. LeMenager stated I would like to know if the service is going to be as good.

Mr. Berube stated I would tend to think so. My experience is, first, my wife has a Sprint phone and she has no problems anywhere in the community with it. Second, my son was an impartial third party in this discussion, and he looked at coverage maps for Harmony. There do not appear to be any coverage issues. As a matter of fact, they turned on 4G LTE coverage out here two weeks ago, so there is very good coverage on 4G LTE, and the 3G does not appear to be problematic. The other thing to consider with Sprint is that we would not be on contract by virtue of joining onto a government contract. If it does not work and we do not like it, we do not have to worry about a contract agreement.

Mr. Farnsworth stated Mr. Walls made a comment about having Sprint. Did you have any problems with it here in the community?

Mr. Walls stated my wife had Sprint a few years ago for her cell phone service, and she had to get rid of it because the coverage was horrible.

Mr. Farnsworth stated it might have been better somewhere else, but I presume the primary place the field personnel will be using the phones will be out here, so the coverage concern is for here.

Mr. Walls stated I live here and what I know is that I currently get full coverage with AT&T, which is who I have for my provider. Several years ago, we had to get rid of Sprint because the coverage was bad.

Mr. Farnsworth asked is there any way of checking the coverage for Sprint now?

Mr. Berube stated my wife uses it for her personal cell phone. My cell phone is a corporate phone, but if I had a personal cell phone, I would have Sprint. My wife is picky about her phone, and it works fine for her, as it does for my son and daughter when they

are here. Again for the record, my son works for Sprint, but this arrangement was handled by someone else at Sprint. I used my son and his contacts to get us to the government person to deal with Sprint.

Mr. Walls stated I agree with Mr. Farnsworth; it really does not matter to me as long as it works. I mentioned that AT&T has a government contract, and I do not know if Ms. Burgess talked with them about that.

Mr. Berube stated Ms. Burgess tried to talk to someone but could never get anyone to provide information about government contracts.

Mr. Walls stated you go through AT&T Premier. It is one of their side deals.

Mr. Moyer stated she sure was not given that information.

Mr. LeMenager stated it might be due to us having only three phones. It might be different for larger companies.

Mr. Walls stated you piggyback onto a State contract.

Mr. Berube stated Sprint is off the State contract, but we would bring it under local control. Normally when you are part of a State contract, you have to deal with Tallahassee with WSCA, Western States Contracting Alliance, which allows the local people to handle Sprint matters. What are we suggesting? If we want to look into this further, remember we do not have paid staff. We direct our requests onto people that sometimes becomes excess to their day.

Mr. LeMenager stated I would suggest Ms. Burgess is paid staff. She is part of the company that works for us and gets paid for it. When Mr. Haskett does something for us, I would agree with you, but when Ms. Burgess does something for us, I would not agree at all.

Mr. Moyer stated let me suggest two things to do over the next 30 days, if you are willing to entertain the delay. Ms. Burgess can try to contact AT&T Premier as Mr. Walls suggested. To the degree that at least one of the Board members can access the community internet, you can ask the question if people have Sprint and what type of service they are getting. We can find out if there is a problem.

Mr. Berube stated that sounds fair.

Mr. LeMenager stated I have no problem authorizing the manager to change cell phone providers if he sees fit.

Ms. Kassel stated I agree. I feel the same way about getting Mr. Druckenmiller a tablet versus a cell phone. If that is called for and the person who is essentially supervising them feels it is the appropriate thing to do, then they should do it.

Mr. Berube stated Mr. Moyer will handle contacting AT&T Premier, and one of the Board members will ask the community about their cell phone service with Sprint. I think we just got clarity that if AT&T can save us money, that is good, and if they cannot, then we will go with Sprint. We will authorize the purchase of a tablet for Mr. Druckenmiller if so needed. We will provide the results of the community survey on cell phone service.

## **FIFTH ORDER OF BUSINESS**

### **Subcontractor Reports**

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

##### **i. Monthly Highlight Report**

Mr. Golgowski 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.

Mr. Golgowski stated Bio-Tech was here today monitoring and treating the ponds. I do not know of anything unusual. It has been a warm winter, so there is more growth than usual. It perhaps was not the best year to start our quarterly treatment test.

Mr. Berube stated with the exception of the mat on Long Pond, I have not really noticed a significant change in the look of most of the ponds. Is the mat comprised of spikerush?

Mr. Golgowski stated yes, it is largely slender spikerush.

Mr. Berube stated I understand it is very difficult to treat.

Mr. Golgowski stated that is correct.

Ms. Kassel stated Bio-Tech mentioned last month about being able to rake that up to the side.

Mr. Golgowski stated yes, you can rake it out, but it is labor intensive to do that.

Ms. Kassel stated I thought Mr. Jon Avance said it was essentially a mat that settled on top of the water that you could pull to the edge. I also recall Mr. Berube mentioning that there are a lot of fish that are darting among the roots.

Mr. Golgowski stated it is aesthetics. It is not a bad thing for habitat.

Mr. Berube stated perhaps we should just leave it alone.

Mr. Golgowski stated it provides a benefit, if you can live with the look of it.

Mr. Berube stated if you stand on the bridges and look down into the water when it is smooth, you can see dozens of baby fish in there, and they are under that mat. They dart out and see light, and they go back under the mat. It may be a negative in some aspects, but I think it is a positive for the fish. If Mr. Golgowski recommends that we leave it alone, I am fine with that.

Mr. Golgowski stated I do not know if we backed off 100% if it will become uncontrollable.

Mr. Berube stated I think the current treatment program is working fine. It is there but it does not seem to be growing.

Mr. Walls stated I would leave that decision to Bio-Tech and make sure they are fine with that prescription. Fish like to live in hydrilla, too. If you go to Kissimmee or Lake Toho nowadays, you cannot even drive a boat on the lake. You need to be careful with that kind of thing.

Ms. Kassel stated Mr. Golgowski is saying this is just cosmetic.

Mr. Walls stated I understand, but let us make sure Bio-Tech agrees.

Mr. Berube stated it should not be an issue since it does not cover the whole pond.

Mr. Golgowski stated we put some pressure on it, and it stays at this level. If we ease up, then I do not know what will happen.

Mr. Berube asked does everything else look good with the ponds?

Mr. Golgowski stated yes.

**B. Landscaping – Davey Commercial Grounds Management**  
**i. Monthly Highlight Report**

Mr. Haskett 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. Haskett stated Mr. Garth Rinard apologizes for not being able to attend the meeting, but he had a scheduling conflict. I did ask for an update in addition to his regular report. In the next couple weeks, they will be finished with mulching. The biggest activity was the fertilizer they applied over the past week and a half. It has really made a nice impact. The turf has greened up. There are a few areas that still have not greened, but that is due to some of the irrigation that had run during the freeze or heavy frost we had, so it burned a little. But it is slowly recovering.

Mr. Berube asked is Mr. Haskett happy with Davey?

Mr. Haskett stated yes, absolutely.

Mr. Berube stated I would say there are a few areas that are not quite up to standard, but they are not wild and I realize the crews are pretty busy. Are they using the same personnel—the normal crew—to put down the mulch and trim the trees? Or are they bringing in extra personnel?

Mr. Haskett stated they brought in extra people.

Ms. Kassel stated on page 5 of their report, there are a number of references to dates that are in the past. It seems they are adding on rather than amending the report.

Mr. Berube stated yes, their report needs to be cleaned up.

Ms. Kassel stated I just wanted to bring this to Mr. Rinard's attention so he can address it in the future because it is confusing. There is a reference for work that is scheduled for the week of October 29, 2012. The next one is scheduled for December 12, 2012, and for December 26, 2012. I understand there are notes from the January meeting. Rather than us having to read through all of that and then get to the note, I would ask him to adjust it. In some sense, it is good to have these previous dates when work was originally scheduled to compare to the current situation.

Mr. Berube stated there was always a problem with the butterfly bush, and we are scheduled to use that in two places as I recall, on the circle and at the west entrance. The west entrance is still not complete.

Ms. Kassel stated Mr. Rinard listed that in his report when they expect butterfly bush to be available.

Mr. Berube stated thank you; I missed that in my initial review.

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

#### **i. Dock and Maintenance 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.

Mr. Haskett stated the facilities are all doing well. The pool temperatures are 86°. Mr. Druckenmiller is maintaining the irrigation quite well. Maxicom seems to be doing fine.

Mr. Berube stated Mr. Haskett heard my commentary earlier. Does it make sense to get Mr. Druckenmiller a tablet and access to the Maxicom system to let him work with it at his leisure?

Mr. Haskett stated yes. Right now, I meet him in the field when he cannot find a valve, and we use my iPad, so it would be nice if he can handle that on his own.

Mr. Berube asked will we need Mr. Aaron Smith to come in and figure out what we have along the new addition to Lakeshore Park as far as electricity, water and valves? Will we need to irrigate that area?

Mr. Haskett stated it has already been located and we know right where it is. I can measure it out and provide it in the agenda package for the next meeting. There are some mainlines in that area.

**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.

Mr. Haskett stated both Mr. Druckenmiller and Mr. Paul Calabro have been busy. Boat activity has dramatically increased, which is great. I am happy to report that the sailboat has sailed on a regular basis. Normally it always comes back, but we had to rescue someone today. It has been getting a lot of activity during the week as well as on the weekends. The pontoons and fishing boats are also doing well.

Mr. LeMenager stated boat usage is up quite dramatically. This is the longest report we have ever seen. I am in shock that those two extra kayaks we purchased have seen zero use.

Mr. Haskett stated they are scheduled for tomorrow, all four of them.

Mr. Berube stated one thing that occurred to me is there is a rather complex situation surrounding usage of a boat. I have heard from a number of people, including Mr. Nicholas who cornered me after a meeting in your office. He raised the boat reservation situation, and it made me think that he is right. I would like to consider some simplification of the ability to reserve a boat. Right now, we have two members on staff. Certainly we will have a third employee, hopefully soon. All of them are equipped with cell phones. We have a website that has our names and CDD email addresses. My thought is, under boat reservations, change it to "I need a boat now" or some simple email program where a person fills in their name and address. They have to already be pre-registered and have gone through orientation. They can then just send an email that they want a boat in two hours. Whoever is on duty will receive it right to their phone and can respond if they are available to meet them at the dock at that time. People who live here spend a decent amount of money on those boats every year. Ultimately, they pay the

salaries of the employees who work here. If people want to use the boats, I think it ought to be simple. Several times, I have had guests over and have wanted to use the boats but because it is Sunday and knowing the program, I cannot get it done. I probably could use my position to go around the procedures, but I try not to do that. I think it would be nice to make it more available. If people come to visit, you should be able to take them for a ride around the lake. If the boat is available and you can be accommodated, we should think about amending the process. We will discuss this further at next month's meeting. We already have a system with credit card reservations and checks to hold a deposit. All that does is create a lot of work for Ms. Rosemary Tschinkel. I would be willing to bet that is all out of date. I do not think we have ever billed anyone for damage anyway. We could probably revise the boat usage agreement to have a line stating they will agree to pay for any damage to the boats. We can make it simple and easy. Mr. Haskett has picked this up over the last few months, and it adds to his level of intensity. How does the rest of the Board feel about a simplification for use of the boats?

Mr. LeMenager stated I do not know that providing a credit card number is that big of a deal.

Mr. Berube stated maybe it is and maybe it is not. Maybe that is all part of the initial sign-up process along with the boat use agreement. The current situation of wanting to use a boat on a Sunday, you need to be sure you call Ms. Tschinkel by Friday afternoon. If the boats are sitting here anyway, we need some mechanism for the residents to be able to use them. We have staff here seven days a week, and the lake is closed one day a week. I see some Board members shaking their heads, so I would like us all to continue to think about it. Ms. Burgess can probably set up some sort of email on the website that will go to the phones because they are smart phones.

Mr. Moyer stated it will be directed to one of the employees and if they are not on duty, they will have to transfer it to someone who is on duty.

Mr. Haskett stated Mr. Druckenmiller and Mr. Calabro have been accommodating people on the weekends when there is a vacancy. Sometimes the spreadsheet is updated and sometimes it is not. I asked Ms. Tschinkel to color code it, but that sometimes gets forgotten.

Mr. Berube stated I would like to simplify it further for our staff. I would also like to be able to put something in the newspaper to let residents know we have eased up on the boat reservation process, and we can direct them to the website to make a reservation.

Mr. Haskett stated in regard to boat usage, when Mr. Calabro and I are doing the boat orientation, a question came up. On the boat user agreement, it says anyone under 21 must have a parent or guardian's signature. First, if you are 18, I am not sure why you need your parent to sign for that. Second, what is the age for people who can use the boats? It is not defined in any of our documents.

Mr. Berube stated to be legal on a boat on public waters, there is an age requirement, which I think is 16, just like for a car. I am not sure that we want to allow a 16-year-old on the boat. They cannot have a credit card and they cannot make a binding agreement related to damage to the boat, but an 18-year-old person can.

Mr. Haskett stated our answer was they have to be 18 until we find out otherwise.

Mr. Berube stated we will probably need to revise the boat usage agreement so we can address it then. Did that question come up for someone who was under 21 and wanted to use the boat?

Mr. Haskett stated I think they were 17, just turning 18.

Mr. Berube stated I think we use 18 as the age of majority. Once we have a plan in place, we will probably reprint the boat use agreement, so we will make a note to encompass that. It looks like we have not been spending a lot of money on the boats, so I imagine they are fairly reliable.

Mr. Haskett stated yes, they have been, and the staff has done a great job in monitoring the fishing line. We did have some green braided fishing line that the boats are picking up somewhere on the lake, so staff has been checking for that more frequently than once a week, doing it a couple times a week. Each time, they have found big wads of fishing line.

Mr. Berube stated our former dockmaster used to attribute that to going into the canal. He also had a lot of attributions that proved not to be accurate at times. Do people still go in that canal?

Mr. Haskett stated the majority of people do, yes.

Mr. Berube stated that is where the fish are, and there is a lot of stuff on the bottom of the lake that breaks fishing line so that is probably where we are picking it up.

Mr. Walls stated braided fishing line is only going to get in the water if someone throws it in the water.

Mr. Haskett stated there was a lot of it and it looked like it had fallen off the reel.

Mr. Berube asked if we restricted use in the canal, would that aggravate people?

Mr. Haskett stated yes.

Mr. Berube asked how often are the fishing line incidents: once a month, once a week, once a day?

Mr. Haskett stated a couple times a week.

Mr. Berube asked are we catching it and removing the fishing line before any damage is done?

Mr. Haskett stated that is correct; there has been no damage.

Mr. Berube stated that has been a big issue in the past where the fishing line got wound up in there and burned out the seal, which wipes out the motor.

Mr. Haskett stated that is correct.

Ms. Kassel stated it appears we have a problem with fishing line at the reflection dock. You do not want to put in a filament repository, because that encourages people to fish there. Then again, you do not want the fishing line going into the lake. Perhaps we can install a trash can there. That way, people can put it in the trash can but we are not necessarily encouraging fishing.

Mr. Haskett stated two trash cans were put out this morning and two more are going in. These are at the Schoolhouse side of the pond by the bridges. The other two trash cans are planned for at the ends of the boardwalk.

Mr. Berube stated to Ms. Kassel's comment that we do not want to encourage fishing, we do not have anything to discourage it, either. I have been on those docks a couple times and people have been fishing. I have not seen anyone at the reflection dock, but people were fishing at the other dock, and I do not think it is intrusive. We could install a plastic tube at the reflection dock, and if they fish there, so be it.

Mr. Walls stated I do not even know how you can fish off that dock.

Ms. Kassel stated it has the pergola that makes it hard to cast a line.

Mr. Berube stated I have not seen anyone fishing there. Is there some reason we cannot put a plastic tube there? It is unobtrusive.

Ms. Kassel stated I would prefer to have a trash can there.

### **iii. Consideration of Proposals for Swim Club Furniture and Shade Structure**

Mr. Berube stated for each of these projects, there is only one proposal so there is nothing to compare, and they are in the amounts \$29,500 and \$6,300 with only one proposal per project. The price for the shade structure is pretty close to what we anticipated. We have no comparison for the plastic furniture. I understand Mr. Haskett is busy and we are asking him to spend a lot more time on things like this. I think our current furniture and some of our trash cans came from a recycled place in Palm Bay.

Mr. Haskett stated that is correct, American Recycled Plastic. The proposal is from Friendsville, TN, but they still have their distribution plant in Palm Bay. I provided this proposal for the Board to discuss. The furniture we have currently is going on 10 years old. To get that much use out of pool furniture is quite good.

Mr. Berube stated I am not arguing that. It sits out in the Florida sun and has lasted 10 years. It is high quality.

Mr. Haskett stated this is the same manufacturer and the same type of chairs, so everything is the same. The quantity shown was based on the original invoices that I had on file, to bring us back to the same quantity of chairs. The prices have increased a little, maybe 20% over the past 10 years, per unit. I did not find other manufacturers with the same material as a comparison. The only other comparison we could do would be with a beach or resort-type chair.

Mr. Berube stated let me revise my concern. I did not realize this was the same company and the same material. Now I have less of a concern. Based on (1) past experience, which has been relatively good, (2) the fact that pricing has not increased dramatically, and (3) there are not a lot of choices for this type of furniture, this is probably the best deal we can find.

Mr. Haskett stated if we go with a less expensive product, we might get three years out of it. Plus these are really heavy and they do not disappear as quickly.

Mr. Berube stated I was aiming to go back to the company from Palm Bay, and as it turns out, it is the same company.

Mr. Haskett stated that is correct.

Ms. Kassel asked what did we budget for this? I seem to recall \$20,000.

Mr. Berube stated I agree, \$20,000.

Ms. Kassel stated I wonder if we should go with 20 captains chairs and 30 chaise lounges.

Mr. LeMenager stated we can also cut \$10,000 from another line item in the budget.

Mr. Berube stated whenever we get into discussions like this, sometimes we chince out. I think we have an obligation to the taxpayers in the District. It is part of our routine here to maintain what we have. I do not want to spend an additional \$10,000 if we do not have to, but I do not know that we are spending more than we need. I think we need to put this back to the condition it was. I am not sure the budget is really \$20,000 since we guessed that the furniture would probably cost \$20,000.

Mr. LeMenager stated that is what is included in the budget and it included zero extra for any increase in reserves this year. Let us understand where the money is and where is not. If we need \$10,000 over our budget amount, that means another line item will have \$10,000 less.

Mr. Berube stated \$3,000 has already been realized because we eliminated Walker Technical Services. We are currently saving just under \$3,000 each month with the loss of the third employee. So far, we are \$18,000 ahead for that position.

Mr. LeMenager asked what do the financials say in terms of where we are this month?

Ms. Kassel stated we are under budget.

Mr. Berube stated the reality is, for field services, we are \$13,000 under budget because we have been paying overtime for the two employees. All of these savings have not yet been realized, but if you are wondering where to find the \$10,000, it is in that line item. We are \$13,000 under budget by virtue of not having a third employee, plus \$3,000 for Walker Technical Services.

Mr. LeMenager stated that is good news, so let us not spend that savings twice.

Mr. Walls stated the variance to the budget right now is \$113,000 under budget through January.

Ms. Kassel stated that may reflect only certain things.

Mr. Moyer stated that is revenues minus expenditures.

Mr. LeMenager stated I am only interested in expenditures.

Mr. Walls stated expenditures are under budget by \$81,000.

Mr. Berube stated we are doing remarkably well.

Mr. Moyer stated expenditures are under budget by \$81,258.

Mr. LeMenager stated then I am in favor of this proposal.

Mr. Berube stated just because we are under budget by \$81,000, we need to remember there are other things going on. There will not be another line for Walker Technical Services. There will not be any need for the third employee's salary for now. Part of that \$81,000, we may have designated for landscaping projects or something else, so we need to be careful with it.

Ms. Kassel stated I want to point out there is an error in this estimate. It is not much. Under freight delivery to Harmony, it shows a quantity of 70 and should be 80.

Mr. LeMenager stated I want to point out that this furniture is only for the Swim Club.

Mr. Haskett stated that is correct.

Mr. Farnsworth asked what is done with the old furniture?

Mr. Haskett stated we reuse the parts to make repairs as we are able.

Mr. Farnsworth asked so you do keep the old furniture instead of recycling it?

Mr. Haskett stated yes. When we get to the point of recycling, then it will be recycled.

Mr. Berube stated there is a bone yard in the back that they use. Remember we have secondary furniture at the other pool that is the same furniture. So the usable pieces will be used to maintain that furniture.

Mr. LeMenager stated a couple days ago, I looked at every piece of furniture at the Swim Club, and it is in pretty awful shape. The furniture at Ashley Park is fine, and we do not need to replace anything at Ashley Park. I think we can safely say that every single piece of furniture at the Swim Club is broken. I did not see one piece that does not have a problem. Given it is the same company and the same material, are they going to recycle it to make more of the same stuff, and do we receive a credit for the furniture that we give them for recycling?

Mr. Haskett stated I will ask them.

Mr. LeMenager stated we are basically going to give it all back to them unless there are some salvageable parts, and I am not sure there are. Find out if we receive a credit for giving them furniture. I think they are just going to melt it and make new furniture.

Mr. Berube stated if you look on their website, they tell you they get their material out of milk bottles. They are not going to want to truck our furniture back to Tennessee, but you can ask the question.

On MOTION by Mr. Berube, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the proposal from American Recycled Plastic for pool furniture in the amount of \$29,573.45.

Mr. Berube stated the second proposal is for a shade system. I think the proposal is in line with what we paid for the last structure.

Mr. Haskett stated I was very surprised that it was the exact same number. It is the same color and the same system, so it will be a duplicate of the existing structure.

Mr. Berube stated this will go in line with the other structure so the whole northwest corner will be shaded. Or will this go somewhere else?

Mr. Haskett stated my thought was to put it parallel with the parking lot.

Ms. Kassel stated the delivery charges seem outrageous for \$500 from Ocala to Harmony.

Mr. Berube stated I have noticed that shipping and handling on most things are extravagant.

Mr. Farnsworth asked what is the weight?

Mr. Berube stated I think many of these recreational suppliers have a little bit of a profit center on shipping and handling. My only concern with this company is, we have done business with them in the past and they want a 50% deposit. Can we get around paying a deposit? That just rankles me.

Ms. Kassel asked do we really need to?

Mr. Haskett stated I will inquire about it. In the past, we have used a purchase order system.

Mr. Berube stated every time I see a deposit required, it irks me since we are a government agency.

Mr. Haskett stated I can tell them to accept the purchase order instead of requiring a deposit.

On MOTION by Mr. Berube, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the proposal from Shade Systems for a shade structure in the amount of \$6,393.

**iv. Miscellaneous**

Mr. Berube asked are things going well with the employees?

Mr. Haskett stated yes, excellent.

Mr. Berube stated they are still happy. I know there has been some upheaval lately. In talking with them today, they want some settlement, and so do I.

Mr. Farnsworth stated there is a pothole in an alley that is getting pretty beaten up. When is the appropriate time to mention that?

Ms. Kassel stated Supervisor Requests.

Mr. LeMenager stated you can also email or call the District office and let them know.

Ms. Kassel stated if you call the office and tell them about it, then staff can address it and it will show up in the communication log.

Mr. Haskett stated we can address it much faster that way. You can go on the website and send an email.

Mr. LeMenager stated the website is absolutely the best option. The issue gets formally logged and recorded. It works great.

Ms. Kassel stated if you are out and about, you can call the office on your cell phone.

**SIXTH ORDER OF BUSINESS**

**Developer's Report**

There being nothing to report, the next order of business followed.

**SEVENTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements**

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

Mr. Moyer stated we have collected \$332,000 against our levy of \$602,000 in non-ad valorem assessments, which is about 55%. Last year at this time, we had collected 52%, so we are tracking exactly where we were last year. We discussed the budget briefly in terms of being under budget by \$81,258. From that perspective, we are in good shape.

Mr. Berube stated the only invoices that have not been booked yet are the Davey proposals for about \$8,000.

Ms. Kassel stated the proposal for the roundabout has been canceled.

Mr. Berube stated we gave Davey direction to provide a new proposal.

Ms. Kassel stated yes, and at the bottom in the notes, it says something about that proposal.

Mr. Berube stated I am trying to think of things that are still pending. We will probably spend \$8,000 or \$10,000 on the roundabout, so we are still looking pretty good in our budget process for unanticipated expenditures. I just do not want us to forget about anything.

Mr. Moyer stated page 15 shows a reconciliation of the Severn Trent invoices for those of you who are tracking that information.

**B. Invoice Approval #154 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.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, 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.

**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. Update on Employee Leasing Company**

Mr. Moyer stated I will take a moment to try to put this into perspective. I know it has been very frustrating for all of us. Back when we took management classes in school, we learned there are direct lines of control and indirect lines of control, both of which are important in an organization. One has a formal status, and the other has little or no status but is very effective in the way a business is managed. Most every District that I have been associated with during the active development phase of the project, developer personnel are the indirect managers of District employees and District contractors. My role in terms of the pure management is to do the reporting, the accounting, and the clerking. I have never indicated to anyone that I work for that I am going to be on a

project for eight hours a day, five days a week, supervising employees. I have never done that, and that is not my role. As a matter of fact, in the early 1970s when I started my business, I started it to take the paperwork part away from a good field manager. Good field managers need to be field managers. They need to be out working with valves, fishing things out of ponds, and other field activities. A good field manager is usually a terrible paper pusher. I started a business to be a good paper pusher, and I have done that for 40 years. That is my job. When we get clean audits and things of that nature, generally I feel pretty good about that because that means we are pushing paper fairly effectively and we are keeping the District out of trouble and doing all the compliance and reporting things that are required. But the real value to a CDD is on the field management side. At some point, you have employees like we currently have now, but the management comes from the developer. The reason for that is pretty simple. We literally save probably \$100,000 annually by not having an on-site manager because you need to pay him \$60,000 and the secretary \$22,000. You need to rent an office to have a presence. As a District, we saved a lot of money under this system where informally, the developer is the project manager. It is the Board's decision how long we keep that system. I can tell you generally that works very well for a long period of time in most cases. The unfortunate part of what we did here—not being critical because that is not my intent—we have a very sophisticated company that is a very large company with 2,500 employees. You have heard me say this before, and Mr. Bob Koncar reads these minutes and he knows my feeling on it, but they cannot violate their internal operating policies to satisfy our desires to act like we, the District, are the employer, even though they are the employer. When we hire people, the fit has to be right. Who determines whether or not the person we hire fits with the overall chemistry of the group? Mr. Haskett does that. He interviews them. Severn Trent has a manager who also interviews them to have Severn Trent personnel participate in the process. Let us make no mistake. The bottom line is that we hire people that Mr. Haskett sends to us. Mr. Berube and I have been communicating back and forth with Mr. Koncar, who I really think is trying to do the best he can for us. But the bottom line is, I think their approach is that Mr. Haskett cannot be hiring Severn Trent employees because they are Severn Trent employees. They have to work according to Severn Trent policies. They have to report to Severn Trent's person, Mr. Brian Smith, who works out of Celebration. Frankly, with this group, that is not

going to work. If employees report to Mr. Smith in Celebration and he actually has management authority, then he needs to be out here from time to time. He is willing to do that, but that has a cost associated for him to be out here. It will not be five days a week for eight hours a day. He will come in periodically and check what is going on, probably talk with Mr. Haskett and get direction from him. That is a cost that I like to try to avoid. We are in a situation that does not fit nicely into the textbook. Mr. vanAssenderp has some concerns about this informal relationship. As long as it is working, then it is a wonderful thing. If we get the wrong players and the wrong pieces in the wrong places, which is where we are currently now, then we need to address that. Mr. Brock Nicholas had some conversations during the past month, and they know Severn Trent is struggling with this. He wanted to know if there was any problem if the development company hired the employees. Obviously, they would want a contract so they would understand what their role is. I certainly do not have a problem with that, and we have done that in the past with other Districts where we actually have a formal employee leasing agreement with the developer. That gets you down the road a little until we get to the point where it becomes obvious that either Mr. Haskett is too busy or the District is big enough where the residents can pay for having a more formal system. To the degree that the development company is still willing to do that, I think that may be your best interim solution to the problem.

Ms. Kassel asked when you say “we,” you mean the management company has an agreement with the developer, not the CDD?

Mr. Moyer stated in the past, it was the CDD.

Mr. Berube stated we will have an agreement just like we have with Severn Trent. To make all this work, the employer of record is some other entity, in this case, Severn Trent. It will work just the way it does now, where Mr. Moyer provides direction to Severn Trent. In this case, Mr. Haskett becomes the onsite manager because that is the way these things work at this stage of development, as Mr. Moyer mentioned. In twenty years, the picture will look different. Effectively, it would be a transfer of the employee ownership responsibility from Severn Trent to Harmony Development Company.

Ms. Kassel stated the CDD has a manager, and the manager hires whatever field managers that the CDD needs. They are not CDD employees; they are the manager’s

employees. Would Mr. Moyer be contracting with the developer to lease these employees?

Mr. Moyer stated I discussed this with Mr. vanAssenderp this afternoon, and he would be comfortable if the contract was with Severn Trent. He is a little concerned if the contract is with the District. I think it will work. If that is the decision of the Board, I can go back to Severn Trent and pitch to them that the development company would be a subcontractor to Severn Trent, and they have subcontractors. My concern is that the contract will probably end up being more complex than it probably should be, but we can approach and negotiate that with the development company. The other alternative is that I go to Severn Trent and say that my company, Moyer Management Group, will hire the development company because I have an agency relationship with Severn Trent. I am the entity that they hired to manage these Districts. My contract would be a lot simpler. If you are comfortable pursuing that, then I think that opens the door for further discussion. I discussed this with Mr. Nicholas, but I do not know if he discussed it with others in the development company and if this is acceptable to them or not. That is certainly another solution.

Mr. Walls stated I like the idea. I chuckle when I think about this. We are a government, but we are having a corporation throwing roadblocks at us in this situation, when most of the time it is the other way around.

Mr. Berube stated Severn Trent acts like a government, a big, bloated government with a bureaucracy and no one knows what is going on.

Mr. Walls stated whatever way we go, I think there needs to be a reset here. This is like building a rocket, but it is not.

Mr. Moyer stated that is correct, it is not.

Mr. Walls stated we want to hire three people. We want to determine how much to pay those people. You tell us how much you need to add for overhead, and we will pay that by the hour, and that is it. That is really what it comes down to. If we can achieve that through the development company, I am in favor of it. I would prefer that the CDD contract directly with the development company if we go that way. If we go back to Severn Trent, they have all these policies and hoops to jump through, and it will be a mess.

Ms. Kassel stated I do not think that as a CDD, the Florida Statutes will allow us to do that.

Mr. Moyer stated let me address that. The CDD hired Davey Tree. It was not my contract but the District's contract. Davey Tree is performing operations and maintenance services for this District. We do not even think twice about hiring those types of contractors. We have an aquatics contractor. So now the District has a field management contract. That does not mean by Statute, that I do not still have the overview authority of those vendors because I clearly do have.

Mr. Walls stated we sort of have an implicit agreement with Harmony Development Company right now because Mr. Haskett does a lot of work for us. I do not see it being any different from that. If this is the route we go, they will be providing a service to us, and that service happens to be hiring personnel to pick up trash or repair things, much like the landscaping company does mowing the grass and trimming the trees.

Ms. Kassel stated it is similar in that sense but not if we are talking about setting the hourly wages and benefits and overtime.

Mr. Berube stated we would not be doing that.

Ms. Kassel stated I know, but they will be accounting to us for that, so it is a different situation.

Mr. Berube stated we have already done this with Severn Trent. The only thing that will really change is there will be an agreement, and the Severn Trent name will be whited out and the Harmony Development Company name will be pasted in, if we choose this option. The rest of what is going on under that heading is virtually identical to what we have had. Let us review how we got here. Six months ago, there was a request to terminate the dockmaster. That request came from local management, and Severn Trent was quite content to accept Mr. Haskett as the local manager to interview people, decide who to hire, manage them every day, process their payroll, and so forth. Then this disciplinary action blows up. Mr. Haskett had very specific reasons for it, which we will not go into. In my opinion, Severn Trent decided to take the easy road and tell a former employee that their position has been eliminated. That backed them into a corner. By doing that, then they would not hire another employee, as Mr. Moyer described three months ago, because they were scared. That is how we got to this impasse. I have had multiple conversations with Mr. Koncar over the past week that I printed for anyone

interested. Mr. vanAssenderp has been involved, as has Mr. Tim Qualls and Mr. Moyer. It really blew up a couple weeks ago because once Severn Trent found out, with full knowledge from Mr. Moyer, that we were thinking about going with an employee leasing company, suddenly Severn Trent is interested in their employees and they came out here to talk to the two employees. All that did was create turmoil. The employees came unglued because neither Mr. Koncar nor Mr. Smith made a very good presentation. You might call what they did frustrating to the employees. I heard about it because I am in touch with the employees and I see them all the time. I do not mind that and I have been on the leading edge with the employees. I went back to Mr. Koncar and pointed out that his visit was nice, but he did not do himself very much good. The employees really want their raises that they were due in December and January, and Severn Trent turned them down bluntly, even though Severn Trent has been taking the money that we budgeted for their raises since October 1, 2012. Severn Trent admits that, but they refuse to give raises to the employees until July 1, maybe.

Mr. Moyer stated it does not fit their program, and that is part of the problem. This Board views those employees as Harmony employees, and they are not. The issue on Severn Trent taking the money or being paid for something that we did not understand they were not going to use to pay salaries, that is a legitimate issue that can be negotiated with Severn Trent. If we amend the contract and expressly specify that the District Board will tell Severn Trent when to give the employees raises, then they will abide by the contract.

Mr. Berube stated that is the problem because we do not have a contract.

Mr. Moyer stated then that is my fault.

Mr. LeMenager stated I think we have gone past that. I think we are at the point where we are saying enough with Severn Trent and we need a different solution. Severn Trent is not the solution.

Mr. Berube stated Mr. vanAssenderp mentioned a conflict to me several times, and that is my question. Where is the conflict? I see one from a perception standpoint, being from the people who live here might think we are engaging with the development company. What other conflict is there?

Mr. vanAssenderp stated the only perception of a conflict is if the relationship of using the Harmony Development Company as an overseer related to development

business rather than infrastructure management business, which is the business of this Board. From my experience around the State, I do not see that here. I also spoke with Mr. Koncar and Mr. Moyer, and the possibility of that perception is a real possibility in some Districts around the State, but it does not exist here.

Mr. Berube stated Mr. vanAssenderp means the developer using people on the CDD's payroll, either directly or indirectly, to do development company business.

Mr. vanAssenderp stated that is correct, and also the other way around. But that is not a problem here.

Mr. Berube stated there is a trust aspect.

Mr. vanAssenderp stated that is correct, and there is also an appearance aspect. That does not appear to be even remotely the case here. From a legal viewpoint, I have enjoyed this discussion today. Mr. Moyer's summary going back to high school management classes and history is very helpful. If the Board does any of the options that Mr. Moyer outlined, I think those are fine. Some are more direct, and some are more indirect. I have two points to make. The legal points are, you have two fundamental legal options. You do not have any choice about the fact that your charter, which is State Law, says that you make policy decisions. You hire the manager to manage the works of the District. You heard Mr. Moyer say a moment ago he recognizes that policy in the District hiring Davey Tree. There are some other Districts that hire development companies, who hire other development companies and instead of the District Board, they may hire a home owner's association (HOA). I am not recommending this option at all but just reporting to you what is done for Districts that do not use the development company. HOAs manage commonly owned property, and they are private entities. The District's job is to manage the provision of infrastructure to the property. It is in the interest of the development company to make sure the quality, sustained maintenance is there for the infrastructure, because then everyone is better off. That is why there is an identity of interest, not a conflict of interest. Whether you write it into a contract, which I always recommend you do, or whether it is the recommendation of the manager, who is ultimately responsible for all these contracts even if it is with the District as provided in State Law, then it is good you understand that. I always recommend you include a phrase in the contract that says the development company will be the on-the-ground supervisor of the work that is being done to manage the works of the District, who will coordinate

with and answer to Mr. Moyer because Mr. Moyer has to answer to this Board, even if the District has the contract with the development company. Mr. Moyer is correct that I prefer it all be done under the manager and that the manager hire the development company. Mr. Moyer is your manager as an agent of Severn Trent. Those are my recommended legal options. The second point I want to make goes along with comments already made. You are in a position of transition, and it is good position of transition. There are homes here now. I remember when nothing was here. It was beautiful then, but now it is beautiful in another way. There will come a time when your manager will need to have complete charge of everything, and you budget and pay the management company to provide all of it. That management company hires the employees and pays the payroll taxes and so forth. During this transition period of change, what is working really well on the ground is Harmony Development Company and Mr. Moyer. They can work out the situation with the two employees and the third one you want to hire without reopening the whole issue with Severn Trent because you are bypassing them now. You just worked that out. They can work for Mr. Moyer or they can work for the development company. Then the Board monitors that arrangement. In time, that will have to stop, but that will be good news because it means you continue to grow to be what is contemplated by the dreams of everyone here and also what is contemplated by the law. You can go either way. You are in transition. If the development company hires the employees instead of Mr. Moyer hiring them, I would at least want to have a sentence in the contract that says the employees answer to Mr. Moyer as it relates to the infrastructure. The Board should be looking only to Mr. Moyer under any of these scenarios.

Mr. Berube stated the contract with Severn Trent that apparently expired with the loss of the dockmaster was the only contract we had with Severn Trent for the employees. The contract included a sentence that said essentially the dockmaster is not employed by the District and this employee reports to the manager. I have had some conversations with Mr. Nicholas regarding this issue, and I do not want to speak out of turn, but his commentary and thought process was largely aligned with Mr. Moyer's where we have a common interest and a common identity in what we are trying to accomplish. It has been working well so far with Severn Trent in the background. All we are going to do is bring that common interest closer to the forefront.

Mr. Moyer stated that is correct.

Mr. Berube stated my big concern was the conflict, which Mr. vanAssenderp eliminated. The next step is to make sure all of this is acceptable to Mr. Nicholas. I think he had already thought it through. Sadly, he had a family emergency and could not attend the meeting tonight.

Mr. vanAssenderp stated I like the way Mr. Berube summarized this, which is good because you are looking to the future. Mr. Moyer is correct that I prefer you go through his company, but either option is legal with that sentence I mentioned. At some point when this is formalized, you may want to have Mr. Moyer and the development company come back to you at a meeting or a workshop and tell you what managing the works of the District means for Harmony, as included in the Charter. The duty of the manager, who is hired by the Board, is to manage the works of the District. Mr. Moyer and Mr. Haskett will explain what that involves, everything from administrative functions to supervisory work of the employees who work in the field every day. I am referring to a bullet-point list on one page that explains what we mean by managing the works of the District. Then each year, that can be reviewed as you prepare your budget. Perhaps one bullet point will be removed and another one or two added. In time, you will get a clear understanding of what you are looking to the manager to do with this indirect but acknowledged relationship. Then the Board will know when it is time to take the next step for the good of this community.

Mr. Berube stated it should be easy to prepare the bullet-point list since we have four years of experience.

Mr. vanAssenderp stated I think you have great experience, and I think it can be very innovative and will set a precedent.

Mr. Moyer stated the administrative component is already bullet pointed in the contract. My job on that portion is pretty easy since I just copy that part of the contract.

Mr. vanAssenderp stated Mr. Moyer and Mr. Haskett will come up with other items. If someone is here five days a week and weekends, Mr. Haskett will know the issues that come up with these four years of experience. He will know the problems and things the employees can do so that we begin to institutionalize it from a budgetary viewpoint.

Mr. Berube stated thank you for clearing the conflict. Mr. vanAssenderp removed the one roadblock that I had.

Mr. Walls stated my preference is to extricate Severn Trent from this process altogether.

Mr. Berube stated I agree.

Mr. Walls stated my suggestion is that we tell Mr. Moyer to talk with the development company about this arrangement. If it ends up being the development company or some other entity, I want us to be able to do what we are trying to accomplish, which is make the process simple where we can hire the people we want to hire and get them to do the things we want them to do at the price that we want to pay. We will need a contract with them. I would rather the contract be between the District and the development company because I do not want to put Mr. Moyer in any difficult position since he has a contractual relationship with Severn Trent.

Mr. Moyer stated I think it gives the Board more flexibility going with the development company.

Mr. Walls stated I agree. It gives us the option to put whatever we want into that agreement, whatever works best for this District and makes it the most efficient and effective. I suggest the Board direct Mr. Moyer to meet with the development company to see what they can come up with and let us know. It makes the most sense. If Mr. Haskett is telling the employees what to do every day, then he should be the one who has some authority over them and can direct them.

Ms. Kassel stated I do not think anyone is arguing that they should not be the people who are employing and supervising the employees. I think it is really a question of who has the contract with them, whether it is the development company or whether it is direct or indirect.

Mr. Berube stated we can sort through that.

Mr. Farnsworth stated at our last meeting, we discussed benefits for the employees. If we go through the development company, how will the benefits to the employees compare to what they have now or what they would have had with the leasing company? Do you know what reaction you may get from the employees?

Mr. Berube stated it will be a positive reaction.

Mr. Farnsworth stated if it is positive, that is great.

Mr. Haskett stated if they receive the same benefits that I receive, they are better than what Severn Trent offers.

Mr. Farnsworth stated that will be a concern for the employees.

Mr. Haskett stated I agree; it is a concern.

Mr. Berube stated it is a huge concern, but they are fairly frustrated with Severn Trent right now, and we do not need to go into that. I think at this point in my conversations with Mr. Nicholas, this is probably farther along in his mindset than we might realize. I agree with Mr. Walls's suggestion of Mr. Moyer meeting with the development company to work out these details. If we can have this concluded by the next meeting, that is fine. If we need a workshop in between, we can schedule it. I think Mr. Moyer knows where we want to go.

Mr. Moyer stated yes.

Mr. Berube stated Mr. Haskett and Mr. vanAssenderp have been listening to the discussions and the process. Mr. vanAssenderp has indicated there are no conflicts. To Ms. Kassel's concern about who is who, we need to work that in. I see this as being largely a white-out of Severn Trent and a paste of Harmony Development Company.

Mr. Moyer stated to reassure the Board, Mr. Haskett and I have been working this way for a long time. To Mr. Haskett's credit, he does understand that he has to go through me on certain things. He is very good about that. He emails me at 8:00 a.m. and tells me what he needs me to approve to keep something going, and I provide those approvals. It does work, even though it is a very informal type of arrangement.

Mr. vanAssenderp stated it has worked for a long time.

Mr. Moyer stated that is correct.

Mr. vanAssenderp stated if this is the direction that the Board is heading, I want to opine for the record that it is legal. I still recommend the other option, which is also legal, but if you proceed with the development company, I request two things. One is the idea of fleshing out the bullet points of the works of the District, which you can do right now and present that as part of the contract. The second item is that the contract includes the sentence indicating that Mr. Haskett answers to Mr. Moyer.

Mr. LeMenager stated I think the second item is an obvious point because Mr. vanAssenderp will probably be the one to draft the contract.

Mr. Berube stated that is where we are heading with the employee situation. It was a lot easier having Mr. Moyer raise the issue instead of me.

Mr. LeMenager stated I am creating organizational charts in my head, and it would be helpful to see an organizational chart because we have contracts with three or four entities. We have a contract with Bio-Tech. We have a contract with Davey. We have a contract with Mr. Boyd. Do we have a contract with Mr. Moyer?

Mr. Moyer stated yes.

Mr. LeMenager asked is that contract with Mr. Moyer or with Severn Trent?

Mr. Moyer stated you have a contract with Severn Trent, and I have a contract with Severn Trent to represent them on their central Florida Districts. You do not have a direct contract with me. As I sit here, I am a division of Severn Trent.

Mr. LeMenager stated we also have a contract with Mr. vanAssenderp. It would be nice to have an organizational chart showing all these relationships.

Ms. Kassel stated we have other contracts, as well. We have a contract with OUC for the street lights.

Mr. Moyer stated you have a contract with the auditing firm.

Mr. LeMenager stated I would like to see all that on a chart.

Mr. Moyer stated the Board has three direct reports to it, only three: the manager, the engineer and the attorney. All three of us report directly to the Board. Everyone else that has been mentioned reports primarily through me as the manager.

Mr. LeMenager stated that is where an organizational chart would be useful.

Mr. Moyer stated I can put one together.

Mr. Farnsworth asked is there any problem terminating the contract with Severn Trent for these employees?

Mr. Berube stated we do not have an agreement with them now.

Mr. Farnsworth stated that is what it sounded like.

Mr. LeMenager stated we are not terminating it; we are removing part of it.

Mr. Moyer stated Severn Trent is frustrated, too.

Mr. Berube stated after dealing with me all week, I think Mr. Koncar has about had enough. I have had enough of him, too. He had his points and I had mine, and we were not moving anywhere near the middle.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being nothing to report, the next order of business followed.

**B. Engineer**

Mr. Boyd stated I have been working with Mr. Golgowski on the improvements to Lakeshore Park. It is a fantastic park that I have been reviewing and am in the process of preparing the final approval on it so that the developer can make the last payment. Thereafter, I will bring it to the Board for the CDD to acquire those improvements.

Mr. Berube asked does Mr. Boyd receive our agenda packages electronically?

Mr. Boyd stated no, I still receive a hard copy. I did not bring it with me today.

Mr. Berube stated we have moved to electronic agendas, so you need to be added to that distribution list.

Mr. LeMenager stated it is also on the website for access.

Mr. Berube stated you can see the Board members all have tablets. We eliminated the printing costs of hard copy agenda packages. You can retrieve them on the website every month to see what is going on.

Mr. Boyd stated that is fine. I will do that.

Ms. Kassel stated last month, I mentioned having an update of our reserves and our assets. I am not sure if Mr. Moyer mentioned that to you yet or not.

Mr. Boyd stated I did receive that communication. I started the process of going back and updating the assets that the District owns and assigning ages to them. I do not have a timeframe that I can give you tonight as to when that report will be ready. Part of that is research on what the life expectancy on some of these facilities is expected to be. I am working on it.

Mr. Berube stated one thing that is related to that is the sidewalks, which I alluded to prior to the meeting. In many areas, they are a mess, and they are going to require some significant work, maybe even some replacements in a number of areas. There are 200 panels that are raised, maybe more. I do not know if this falls into hardscape or a reserve study, but as you think about the reserve study, perhaps you can provide a better option than grinding sidewalks and include how we capitalize for this situation and what we should do. It is not getting better.

Mr. Boyd stated it will continue to get worse as the trees mature. This is not my area of expertise, but perhaps we need to look into some root pruning in certain cases.

Mr. LeMenager stated for the Supervisors who have not been on the Board as long as I have, this came up quite some time ago. The fundamental problem we have is in the design of traditional neighborhood developments. The fundamental problem we have is

that someone had a great idea 20 years ago that does not work because of the way they installed the trees. Communities like Harmony, Celebration and Baldwin Park have this problem, which is not having enough room for the trees we put in along the streets. Communities like ours will have a continual problem throughout our history with the trees destroying the sidewalks. Mr. Moyer mentioned that Celebration has two full-time employees who do nothing but sidewalks.

Mr. Moyer stated that is correct, and we probably replace more than 200 panels a year.

Mr. LeMenager stated just to give this issue some historical background, this is something we had addressed years ago but it is an ongoing problem. It is the kind of thing that needs to get built into the work schedule of our employees.

Mr. Berube stated as I have alluded to previously, once we hire our third employee, maybe we need to expand, and I would like to make that budget neutral. If we consider what we are likely to spend on sidewalk repairs, maybe this figures into how we budget for an additional employee.

Ms. Kassel stated I think it is premature to consider an additional employee at this point. It is not premature to think about it, but I think it is premature to do anything.

Mr. Berube stated we need to think ahead a little bit, and the sidewalks are a problem. I can see that grinding them is not going to always work. I watched Mr. Calabro with the grinder, and it leaves significantly sloped sidewalk. Some of these are raised high enough that we need to cut out panels.

Ms. Kassel stated maybe the answer is not to continually replace these concrete panel sidewalks. When I was in Washington, D.C. recently, I noticed that in front of certain homes where there were trees, they had some kind of rubberized panels that they could adjust.

Mr. Boyd asked was it like the playground material?

Ms. Kassel stated yes. They had that in place of the sidewalk in locations where the trees were lifting the sidewalks.

Mr. Boyd stated I have not seen that but I can look into it.

Ms. Kassel stated I wonder if there may be alternatives to concrete panels in places where we have issues that would be presentable and viable.

Mr. Boyd stated the sidewalks are owned by the CDD, and in some cases, you have the County dictating what you need to do. The other thing we have to be mindful of is ADA requirements. I think there might be some flexibility as to what solutions might be available.

Mr. Berube stated Mr. Boyd will be attending a future meeting related to the turnover of the Lakeshore Park improvements. He can explore the possibility of sidewalk alternatives and disregard what I suggested about trying to fit it into reserves. Perhaps you can provide some options at that same meeting on viable alternatives to concrete sidewalk panels.

Mr. Boyd stated I will do some research on that and discuss it with Mr. Haskett. If we feel there is an appropriate alternative, then perhaps we do a test in one location and see how it holds up.

Mr. Haskett stated Mr. Boyd was instrumental in preparing the sidewalk study in 2008, and it might be time to revise that, as well. That study included every street in Harmony and included the length of time we should get out of the sidewalk, the size of the cracks, and other items.

Ms. Kassel stated regardless of what we do, if we continue with concrete panels or go with something else, we still need to know where the areas are that need attention. I would agree with Mr. Haskett that we need an updated sidewalk study.

Mr. Walls stated as we look to the coming budget process, whatever we do, this is the time to budget for it because the sidewalks are getting really bad.

Mr. Berube stated I agree.

Mr. LeMenager stated we budgeted \$4,000 this year, which is not enough for our sidewalks.

Mr. Berube stated it does not make sense to do something right now because we would hardly get started and spend \$4,000 without making a dent. There are a lot of areas that need attention.

Mr. Moyer stated as a quick aside for Mr. LeMenager and Ms. Kassel who will remember this, they are absolutely right that we started grinding sidewalks about that time. The young man who did that work originally will be graduating from FSU this year, so that is how long it has been.

Mr. Berube stated I remember he did a lot of work for a very cheap price, and he did a nice job. We have not been able to match that deal since then.

## **NINTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Farnsworth asked does the website provide the means of sending a picture?

Mr. LeMenager stated no, but you can provide the picture to Mr. Haskett right now.

Mr. Haskett stated I was just saying that you do not have to wait for a meeting to raise issues like this.

Ms. Kassel stated you can also email the CDD to Mr. Moyer or Ms. Burgess and simply attaching the photograph.

Mr. Farnsworth stated I will hand it to Mr. Haskett.

Mr. LeMenager stated clearly, this was an interesting experiment this month with the agendas. This is nothing other than the paper version that has been uploaded with pdfs. That is not really making maximum use of digital resources. I would suggest two things immediately. First, the previous minutes and the invoices become separate attachments as addendums. I think all of us are paging through the minutes to get to the next item. We want to get to the important items, and the current method is not effective with tablets. That is what I had done, but I could not figure out how to save a file on the tablet. I reorganized them for my use.

Mr. Berube asked where do you want to attach them as addendums? I am not clear on that.

Mr. LeMenager stated we received three files. One should be the agenda itself without the minutes and invoices. The next file can be the previous minutes. The last file can be invoices. Then it is simple and easier to use. When we are at a meeting like this, we have only about 20 pages of items we really want to look at during the meeting.

Mr. Walls stated I was going to suggest making it one whole file. It would take a couple seconds to add some links to the page that you are looking at. So when you are looking at the front agenda page, you just click the part you want to look at.

Mr. Farnsworth stated since we are using electronic formats, having links would be extremely helpful.

Ms. Kassel stated I agree they would be very helpful.

Mr. Berube stated this is our first month, and we did pretty well. I would suggest making it easier to navigate.

Mr. LeMenager stated I am not sure if Severn Trent can do this. We have been mean enough to them today, but I do not know if they can do this.

Mr. Berube stated Ms. Burgess will make this happen, I am pretty confident.

Mr. Moyer stated we do this for another District, and it is not the same secretary who prepares Harmony's agenda. Urban Orlando CDD is the Baldwin Park community, and we tab their electronic agenda.

Mr. Berube stated that would be good because navigating it can be cumbersome.

Ms. Kassel stated although with the application that I downloaded that Mr. Walls suggested, it made it much easier.

Ms. Kassel stated I have three items, and the first one does not really belong at this meeting but I keep thinking about it. There is an irrigation hole across from the dog park that has been there for months, and I am wondering why.

Mr. Haskett stated I believe they filled that and fixed it.

Ms. Kassel stated they would have had to have done this today because it was still there this morning.

Mr. Haskett stated they did it yesterday, but they have not filled it all the way.

Mr. Berube asked are you talking about the one on Cat Brier on the golf course side that has been corded off?

Ms. Kassel stated yes, but there is no cord. There are just three stakes with no tape around it and a pink flag. I just wanted to get that addressed. The second item is, we received an update that because of the cost overruns at the Lakeshore Park area, there is less landscaping that will be proposed than had been anticipated. There are bump outs on the boardwalks for benches that will not be there because of cost overruns. I was thinking we put this out to the community for residents who might want to contribute a certain amount that would take care of things like trees, shrubs and benches. We can do it the same way we did a number of years ago with the dog park bench that was donated in memory of a resident who passed away. That way, we can get things in the community. I discussed this with Mr. Haskett yesterday and he can provide a list of those kinds of things that we would like but we would not necessarily have to spend CDD money on. Some residents may want to make a contribution and have it in memory or in honor of someone and a plaque associated with that contribution. If everything went through Mr. Haskett, then we would have a list of things. It would not be just someone saying what

they want to do. There would be a list for them to choose from and some opportunities to contribute to the community.

Mr. Berube stated if I recall correctly about the bench and the plaque, there was a lot of legal concerns regarding donations to the CDD and how that would work. We cannot discriminate against one person or another. Perhaps someone can refresh my memory, but there was a concern of accepting a donation from a person for a nice park bench, so what happens if someone wants to donate an upside-down bathtub with a statue of the Virgin Mary on it and have it placed in a park as a memorial? There was a lot of discussion about that.

Ms. Kassel stated we have a policy now on contributions.

Mr. Moyer stated that is correct.

Mr. Berube stated I appreciate the thought, but you are asking the residents to spend their money willingly rather than involuntarily if we spend it from the District's funds for these improvements.

Ms. Kassel stated we are offering an opportunity for residents to contribute to the community in this way. It would be some facility to what we have that the CDD would not have to fund. We can have a list of things for residents to choose. At some point if the CDD decided to spend the money if we have the extra funds, we could do that. This way, we could accomplish things in the community through the benevolence of the residents providing the funding.

Mr. LeMenager stated it would be like a wedding registry.

Mr. Berube asked what mechanism should we use to announce this?

Ms. Kassel stated I am raising the idea for discussion. We could send an email blast or put it in the Harmony Notes. It could be announced at one of our festivals or events. There are a lot of ways to announce it.

Mr. Berube stated I am seeing affirmative nods. If we are going to tell people they can do this, then residents are going to think about what they can donate or purchase. We need a list of projects that residents could contribute to.

Ms. Kassel stated Mr. Haskett is already working on it.

Mr. vanAssenderp stated we have a policy and it may need to be expanded.

Ms. Kassel stated my last item is minor. I noticed the tablets get all greasy using your fingers. A stylus is about \$10 and allows you to navigate everywhere and keep the surface clean.

A Resident stated the engineer indicated that the sidewalks belong to the CDD. Does that also include Ashley Park?

Mr. Boyd stated I believe so but I am not sure.

Mr. Berube stated no, the maintenance of the sidewalks for Ashley Park is your responsibility.

Mr. Haskett stated just the alleys in Ashley Park belong to the CDD according to the plat.

Mr. Boyd stated the way you can find out is to go to the property appraiser's website and click on it. That will tell you if the CDD owns it or not.

The Resident asked do the alleys between the units belong to the CDD?

Mr. Haskett stated yes.

Ms. Kassel asked what about the sidewalk on Five Oaks?

Mr. Haskett stated that belongs to the CDD.

Ms. Kassel stated all the other sidewalks at Ashley Park do not belong to the CDD.

Mr. Haskett stated except for the perimeter horseshoe of Clay Brick and Sebastian Bridge, the outer perimeter of Ashley Park.

Mr. Leeman stated if you come up with a list of things that Ms. Kassel mentioned for people to consider making donations, then that is what will be done as opposed to someone suggesting something that they want, like the bathtub idea. The list includes the only items we can choose from.

Mr. Berube stated that is correct.

Mr. Leeman stated if you are going to have employees of the CDD working for the developer, there should be a way to do that.

Ms. Kassel stated we are going to have employees of the developer who are doing CDD work.

Mr. Leeman stated but they are not supposed to do developer work.

Mr. Berube stated that is correct.

Mr. Leeman stated there needs to be a safety valve in some way so they can come to the Board members personally or to Mr. Moyer and report that they have been asked or pressured to do something they are not supposed to do.

Mr. Berube stated I do not see any problem with that. For the four years that the employees have been under the current arrangement, they have been doing the identical work as they are right now, but it has been managed by Severn Trent where it will now be managed by the development company. The same person who has been directing them for four years will still be directing them.

Mr. Leeman stated you are talking about precedent again, and it will not always be Mr. Haskett and that person may not be as trustworthy. You always need to think about to whom you are giving power. This person can be trusted but the next one might not be.

Mr. Berube stated I understand; good point.

A Resident stated I would like to comment on the recent survey about RVs and trailers.

Mr. Berube stated that was not sent by the CDD; it was sent by the development company.

Mr. Farnsworth stated it was sent by Mr. Nicholas, and I would like to hear your input.

The Resident stated when we moved here, we thought we would be able to bring our motorhome. Now we cannot, so we would like to be able to.

Mr. Farnsworth asked do you still own it?

The Resident stated yes.

Mr. Farnsworth stated unfortunately, I was not very happy with the way the survey was set up. In the way it was set up, if you answered “no” up front, you were kicked out of the survey immediately and had no way of expressing any kind of an opinion about anything. You had to answer “yes” to get past the first question.

Mr. Berube stated suffice it to say that this body cannot do anything with motorhomes or trailers. There is more going on in the background through the HOA regarding possibly changing the rules for certain commercial vehicles. That has nothing to do with the CDD, but I am involved with the HOA, and there is a lot more discussion going into that. I suspected that survey was a lead in to finding out what people think.

Mr. Farnsworth stated I believe in the email, they allowed you five or seven days to respond. Do not delay if you want to respond.

**TENTH ORDER OF BUSINESS**

**Adjournment**

The next regular meeting is scheduled for Thursday, March 28, 2013, at 9:00 a.m.

The meeting adjourned at 7:50 p.m.

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Gary L. Moyer, Secretary

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Steve Berube, Chairman