

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 28, 2013, at 9:00 a.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
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Boyd Civil Engineering
Jon Avance	Bio-Tech Consulting
Greg Gologowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Brock Nicholas	Harmony Development Company
Residents and members of the public	

### FIRST ORDER OF BUSINESS

#### Roll Call

Mr. Berube called the meeting to order at 9:00 a.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 February 28, 2013, Regular Meeting

Mr. Berube reviewed the minutes of the February 28, 2013, regular meeting and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 13, third paragraph from the bottom should read, "It has the pergola [*singular*] that makes it hard to cast a line."

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the minutes of the February 28, 2013, regular meeting, as amended.
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### THIRD ORDER OF BUSINESS

#### Audience Comments

There being none, the next order of business followed.

**FOURTH ORDER OF BUSINESS**

**Subcontractor Reports**

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

**i. Monthly Highlight Report**

Mr. Avance 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. Avance stated this month, we provided quarterly maintenance and sprayed the ponds for algae. We also sprayed some of the golf course ponds. As the Board discussed at last month's meeting, as long as spikerush was not taking over a pond, that was acceptable instead of using excessive chemicals.

Mr. Berube asked if we decide to remove the spikerush, will that be manual labor to rake it out?

Mr. Avance stated yes, either raking it or using chemicals will get rid of it. If you choose not to use chemicals, then you would need manual labor.

Mr. Berube stated I have only noticed it in a couple locations, namely Long Pond and another pond. Is that your observation of where the spikerush is?

Mr. Avance stated yes. Pond 5 is shaped like a W with the bridges over it. I noticed it in that pond and a few others here and there, but pond 5 is the only place where it is a little topped out in places.

Mr. Berube asked is it anything to be concerned about at this moment?

Mr. Avance stated no, as long as the Board is fine with the looks. I do not think it is anything blocking the water column or doing anything causing any harm to the system that I see.

Mr. Berube asked does Mr. Golgowski agree with Mr. Avance's statements?

Mr. Golgowski stated yes.

**B. Landscaping – Davey Commercial Grounds Management**

**i. Monthly Highlight Report**

Mr. Rinard 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. Rinard stated we are on the verge of finalizing things with the mulch. The last load is being delivered today, and that should finish out U.S. 192, the bedding behind the fence line on U.S. 192, and two or three areas to touch up within the community. We are following up just to make sure all of the areas are covered. From that, we will move into

the playground mulch and get them refreshed where they need it. There are several areas that are thin and compacted. There is new playground equipment coming in, so we will get that mulched like it should be.

Mr. Berube stated we will probably discuss a new playground later on the agenda. Would it be feasible to consolidate all of the playground safety mulch into one project for delivery purposes and so forth? Does that make sense?

Mr. Rinard stated it does not really affect us because we are bringing in bagged material. We can hold it if you want to wait until the new playground equipment is in place. I do not know what the timing will be. Even with new playground equipment being installed, without knowing the particulars of the project, if it does not disturb things a lot, then maybe we go forward now and do some touch up after it is installed. Regarding the west entry, we have been holding off on the replacement because of the quality of the plant material that was originally received. The winter pushed things back, and we are in a December pattern. We are ready to go and I think next week, we can get that area finalized and planted out. Six weeks ago, it felt like spring and we applied fertilizer. Between then and now, we have seen some improvement with this week's mowing. I think we are seeing a shift in a very positive and more consistent color. I think we will need a little more time until the temperatures get back to their seasonal pattern, and it looks like they will next week. We do not know if that will remain the pattern, but I would think by this time of year, that would be the case. Things are moving in the right direction as far as the overall color is concerned. I think this week's mowing removed some of the brown tips that we have seen from the recent dip in temperatures, and the color is improving. My biggest point of frustration right now is with our tree trimming and the progress we have made on that. I will not offer any excuses. I think I have that problem resolved starting Monday. We will make a concerted effort moving that forward on a much more consistent basis. For various reasons, we have not been able to achieve that. I have been working to resolve it, and I think I am there. We discussed previously a proposal for fill-in material. We put our data together, and I wanted to make sure Ms. Kassel is still willing to meet with me and look at some areas.

Ms. Kassel stated yes.

Mr. Rinard stated I will schedule a time with Ms. Kassel for perhaps next week so that we can finalize that plan and provide it to the Board.

Mr. Berube stated the only things I wanted to mention were the mulch and tree trimming, and you addressed both of them.

**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 we provided some dock repairs in response to the boat dock taking a beating this winter. We had some very high winds across the lake. If you have ever been out there when the wind is coming out of the north or northwest, because the dock is three pieces, it just undulates back and forth, which has wreaked havoc on it. That dock was installed in 2003 and again in 2004 after the hurricanes moved it to the shoreline. Over the years, it has slowly sunk into the water. It used to sit about eight inches over the water level more than it is now. That is the result of the floatation devices that are there, which are big pieces of Styrofoam and is typical for docks that were built 10 years ago. Over the years, the Styrofoam holds water. When it was repaired, we removed one of the floatation devices and it was replaced with the new version, which is plastic and is sealed that also has Styrofoam inside in case the plastic gets a hole in it. When we pulled the old Styrofoam out, what used to weigh 15 pounds when initially installed ended up weighing about 200 pounds and it was very difficult for two people to lift it. With the weight of those devices, that is where we are getting some damage on the dock. I asked The Dock-Ters to come out and evaluate the dock. It is a two-layer dock system with the lower portion that holds the Styrofoam floatation devices, and then there is the second layer, which is the deck area. They are separating from each other. We have been patching it together over the years to get some longevity out of it, but The Dock-Ters and staff feel it is not going to last much longer. I have an estimate that I would like to include in the next fiscal year budget. If we do not have any serious storms this summer, we should get another year out of it by babying it along. But The Dock-Ters has come up with an aluminum pier or dock area that would have the fingers on it where the boats can pull in and be docked instead of on the side. That will help the boats so they are facing into the north wind, which is the most serious and damages boats over time. The estimate he provided me with was \$46,000. He also provided a plan that includes a boat lift for \$42,000, which would be stationary, the boats would drive up onto it, and all the boats

would be lifted out of the water. That is a starting point for the Board to begin to consider. Something within the next year will need to be done.

Mr. Farnsworth asked these are the CDD's boats?

Mr. Haskett stated that is correct.

Mr. Farnsworth asked where will the boats be kept after they are lifted out of the water?

Mr. Haskett stated they will stay on the lift. It is designed for all the boats to be on it at one time. It is a nice system he showed me that is being used in Sebastian and is less expensive than the deck because it does not have as much aluminum in it. He definitely suggested not going with a wooden structure again. We just do not get the years out of it that we should. It is needed. The ridership of the boats has increased a lot, which we are happy to see. This is something to think about and plan for the near future.

Mr. Berube stated for clarity, this involves replacing all of the piers into the soil and everything.

Mr. Haskett stated that is correct.

Mr. Berube stated the piers are all falling over.

Mr. Haskett stated some of the piers were replaced, and we had an inset inside the deck area on the north side so when the boats came in, they would not run into it which has happened in the past. That will help with the separation of the two units. They can only go so far before they get to the pier. That solved one of the problems. What you see there that is floating would need to be replaced.

Mr. Berube stated it sounds like we need a line item for \$50,000 for the budget.

Mr. Haskett stated either that or I do not know if we have reserves available that we can use since it is a long-term facility.

Mr. Moyer stated there are reserves available for that purpose.

Mr. Walls asked the first option, that is a slip system, will the dock come out and slips will go in?

Mr. Haskett stated I will distribute pictures to everyone that I have. It was pretty intriguing. The lift option has a two-cable system with one on each end so you can lower one corner if you are taking only one boat out. Guests would get on the boat, then you lower it into the water and go into the lake. When they return, they drive up on the lift

and it lifts the boat out of the water. There would not be any floating dock anymore with this option. The dock would be stationary.

Mr. Berube stated that would be a gain on motor maintenance perhaps.

Mr. Haskett stated absolutely. If you are out on the dock during heavy winds, you will see the boats flopping all over, especially the pontoons. It wears on the maintenance of them. A lift would help with that.

Mr. Walls stated it sounds like it has some sort of electronic winch.

Mr. Haskett stated yes, they are electric winches.

Mr. Walls stated that would be a maintenance cost to consider.

Mr. Haskett stated one way or another, we will have maintenance for the dock. We planned for 40 different circuits out to the dock, and only four are being used right now. The electricity is there to be able to accommodate something like that.

#### **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 ridership has increased a lot recently.

Mr. Berube stated I understand we have slacked off a little on the rigid rules and are letting people take boats almost on demand. That is not a negative thing; it is a positive thing.

Ms. Kassel stated we discussed that at the last meeting.

Mr. Berube asked can we attribute some of these trips because people can now use boats when they want?

Mr. Haskett stated yes, on the weekends since that is definitely a factor. During the week, we still require reservations so the staff can keep up with their maintenance duties. On the weekends, we are very accommodating. If a boat is available, residents can contact staff and get on a boat. We talked about boat reservations and how that works in the future. I have someone working on a program to see whether or not it will work. There are a couple different reservation programs online. One is called You-Reserve-It.com which is very accommodating. It is set up for yachts and aircraft that are shared through communities. I did a trial on it, and it worked out quite well. This might be something we can consider for the future where residents can go online, see if a boat is available, and reserve it if available. If a boat is already reserved, they can go on a reserve

list so if the reservation is canceled, they will receive an email. It might help out with the consistency of having boats available on weekends and downtime.

Mr. Berube stated it appears that some boats have a huge demand, specifically the two pontoons. I know we just contemplated spending money to repair the dock. Is there enough demand for boats to add another one?

Mr. Haskett stated if we stay at the current pace, yes there is. The main reason I say that is, with electric boats, you have to charge them between uses. If you cannot get a full charge between uses, then you are limiting the life of the batteries according to the manufacturer. If someone uses 50% of the boat's power, it will take three or four hours to get a full charge back on it. What has been happening is staff will say they can take out the boat but should run it at half power. Most people are accommodating to that because they do not want to get stranded. There are select few who do not listen and have to be rescued. Having an extra boat would be nice if the ridership continues. I think the residents would really enjoy that.

Mr. Berube stated since we are approaching the budget season, you should add that to your list. Pontoons are popular.

Mr. LeMenager stated we had 44 trips in 30 days. That is 1.5 trips per day. I cannot see that there is that much demand.

Mr. Berube stated it is all concentrated on Saturdays and Sundays.

Ms. Kassel stated the use is primarily on the weekends.

Mr. Berube stated for the most part, no one wants them during the week.

Ms. Kassel stated most people are working.

Mr. LeMenager stated I am not disagreeing with you. I do not see there is a great line of people.

Mr. Farnsworth asked how are the batteries mounted? Are they easily switchable? If you have a spare pack, could you switch out the current one for a charged one?

Mr. Haskett stated no, they are not easily switchable. For the large pontoon boat, we looked to have a battery switch and two sets of batteries, but then you are adding another 300 pounds to the boat.

Mr. Farnsworth stated I did not mean for the spare battery to be on the boat. It would be switched when the boat comes in and swapped out.

Mr. Berube stated essentially there are four car batteries in plastic boxes that are secured to the frame of the boat with nylon straps. Everyone has terminals. It would take at least an hour to handle the batteries to switch them out. Handling batteries over the water may or may not be the most practical thing to do.

Mr. Farnsworth stated with the lifts we are considering, then you would have mechanisms to do that.

Mr. Berube stated you would also need an on-board charger, so we would have to purchase four additional batteries at \$200 each. The charger is about \$500, which is an investment of \$1,300. It is cheaper than a boat, and I understand that. I would like to see a proposal for a new boat, and we will see what the demand is. People like the boats, there is no doubt about that.

Mr. Walls stated I am intrigued by the online reservation system. I have always thought that would be a good idea. If we have something like that, the numbers will increase. It will be convenient for people to do on the phone or online, if it is a relatively inexpensive system that will email the staff and the people making the reservations.

Mr. Haskett stated this system had a per-unit cost, so I factored in 10 units, which would also include the swimming pools and the pavilion. It came to \$167 per month to be able to do that, and the system is available 24/7. You can also keep the deposit system in place and it will ask you to update your information. There are all kinds of safety nets. What it really does is track the boats. If someone asked for a boat that was not available, it will provide a printout showing how many times a certain boat was requested and how many times it was available. That will help with future demand questions.

Mr. Berube stated that makes a lot of sense for what we are contemplating. We do not have to purchase a boat. We do not have to repair the dock. We do not have to do anything, but I think we need to plan ahead. More and more people move here every day. It is astounding how many houses are being built, which is good for all of us.

Mr. Haskett stated with boat orientation, people are immediately out on the lake after that orientation. We have several new residents every month who take orientation.

### **iii. Consideration of Proposal for Swing Set at the Dog Park**

Mr. Haskett stated I received proposals for a swing set at the dog park. A single bay has two seats, and a two-bay set has four seats. I provided proposals for both. I included site preparation, concrete, safety mulch, four large shade trees similar to what is at the

Lakeshore Park playground, and some miscellaneous items. A single-bay set is \$4,561 and a two-bay set is \$6,233.

Mr. Berube stated if we go by our experience the first time with swings, we started with two and figured there was a lot of demand for the additional two seats. We spent a lot of money putting on an addition, and we ended up with a two-toned swing set. I think the swings get a lot of use, and for a small additional cost of adding the two seats, I think it is worthwhile to go with the four seats. Every time you look at those swing sets, there are kids playing on them. They get a lot of use.

Mr. LeMenager stated they are very popular. How does this impact our budget?

Mr. Moyer stated let me look that up for you.

Mr. LeMenager stated there is a lot of ongoing maintenance, and we dodged a big storm this week. I work in Lake Nona, and there are so many trees down, it is unreal. In Laureate Park where they spent a small fortune installing mature trees, every single one of them was knocked down. You do not have to go very far north of here to see how lucky we are. When we discuss using up reserve money, keep in mind that but for a few miles, we would have had some huge cleanup costs now. Remember that reserves are for genuine emergencies.

Mr. Berube stated I do not think we need to use reserves for this item.

Mr. LeMenager stated I agree. I was not suggesting that but I wanted to address it.

Mr. Berube stated I think if we do some careful budgeting, I think in a few months, we can figure in the dock into the budget.

Mr. Moyer stated there is \$8,500 budgeted under a category called R&M Parks and Facilities, of which we have spent \$160. So essentially, there is almost \$8,500 in that line item.

Ms. Kassel asked for what else might we spend in that category?

Mr. Moyer stated the description in the budget indicates maintenance and repairs to the basketball courts, athletic fields including sod replacement, cleaning basketball courts and dog parks, and all miscellaneous park areas.

Mr. Berube stated this item fits into that category.

Mr. Moyer stated this falls in the normal maintenance type of expense.

Ms. Kassel stated if we spend money for the two-bay swing set, we will have a limited amount of money left in this line item.

Mr. LeMenager stated we will have about \$2,000 left.

Mr. Berube stated there are more and more people moving here every day. You can see houses being built. The demand for swings has been pretty high. I think we hit our targets pretty well for facilities, considering Lakeshore Park. It is not like what we have been doing that is going unused.

Mr. Moyer stated the money could also come from capital outlay, which is a pretty broad category in the budget that is not specific.

Ms. Kassel asked what is the budget for capital outlay?

Mr. Moyer stated \$12,000.

Ms. Kassel asked how much have we spent?

Mr. Moyer stated so far we have spent \$1,070.

Ms. Kassel asked where would the dock refurbishment be funded? What line item would we use for that item?

Mr. Moyer stated that would probably be from renewal and replacement. That would truly qualify for that purpose.

Mr. LeMenager stated we are talking about that for next fiscal year, not this fiscal year.

Ms. Kassel stated even so, it is a lot of money.

Mr. LeMenager stated I agree.

Mr. Berube stated we will need to figure out where to fund the dock improvement.

Mr. Farnsworth stated I need to address a reservation about the particular design of the swing set that is presented. A single-post design worries me.

Ms. Kassel asked is that what we have at Lakeshore Park?

Mr. Farnsworth stated it is not a very sturdy structure.

Mr. Haskett stated the design is similar to the the swing set in the Green neighborhood that we recently installed, and it has a more modern look to it. We have done double posts and horseshoe-shaped posts like at Lakeshore Park. I have not noticed any difference in stability with the single posts thus far.

Mr. Berube stated I have watched kids swing on both. When I went into the Green neighborhood, at first I thought it looked kind of flimsy. If you watch some of the kids on it, some of them stand on the seats and swing back and forth. The set does not flex at all.

Mr. Haskett stated they definitely would not manufacture an inappropriate design. There are all kinds of regulations related to the design for equipment like this, so they would not put out a product that could cause problems.

Mr. Berube stated that is why we are paying good money for it.

Mr. Haskett stated that is where a lot of the cost comes in. There is not \$1,000 of materials, but it is all the testing and ratings they have to go through.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to accept the proposal for a two-bay swing set, in the amount of \$6,233, as discussed.
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Mr. Berube stated this started as doing some landscape renovations around that playground area. Is that forthcoming?

Mr. Haskett stated there will be a number of large shade trees. There are timbers around the existing play structure, and we want to get rid of those. They are a hazard. Maybe when Davey is going around with their plant enhancements, we can make some improvements in that area.

Mr. Berube asked will that be included in one of Ms. Kassel's areas to review with Mr. Rinard?

Ms. Kassel stated yes. Is the layout for a one-bay or two-bay swing set?

Mr. Haskett stated I sized it big enough for the two-bay swing set.

Ms. Kassel stated I see the playground is square, but most of the other landscaped areas are rounded.

Mr. Haskett stated we will most likely curb the edges of the new playground area, just for ease of maintenance for mowers and so forth.

Mr. LeMenager stated when I went over to check out the area, I noted the picnic tables are gone. What happened to those?

Mr. Haskett stated they were damaged. We have the part. We took it into AmeriTrail to get an estimate on replacing the leg itself. They estimated \$104.

Mr. LeMenager stated the benches were gone, too.

Mr. Haskett stated the picnic tables are gone, but the benches are still there.

Mr. LeMenager stated of the two sets, there is one bench. Three benches are missing as well as two tables.

Mr. Haskett stated the employees most likely took them to repaint and do renovations on them. The picnic tables themselves had the legs on them, and we think over time, they have just rusted.

Mr. LeMenager asked does anyone ever use them?

Ms. Kassel stated yes.

Mr. Haskett stated they were being used, and with the addition of the swing set, they will be used a lot more. There is also a pipe there for a barbecue grill.

Mr. LeMenager stated there is another set farther down.

Mr. Haskett stated that is correct.

Mr. Berube asked do people use the barbecue grill?

Mr. Haskett stated yes.

Ms. Kassel stated I have seen people using it.

Mr. Haskett stated because it was not used as much, that one was taken to Lakeshore Park, but it disappeared.

Mr. LeMenager stated when everything is ready, have one of the monthly neighborhood events in that park.

#### **iv. Proposal for Lakeshore Park Irrigation Extension**

Mr. Haskett stated the Board requested an estimate to extend the irrigation at Lakeshore Park to encompass the trees and landscaping that is going to be installed there. I provided a simple one-page description. We can do a bubble area of the zones to accommodate the irrigation. To the right of the point is a connection, where clock 11 that runs Lakeshore Park was terminated. There are extra wires and a three-inch mainline where we can connect and extend that system. Part of the cost includes having Insight Irrigation provide a simple design for us so we make sure we get the hydraulics correct when we extend the irrigation line. It is just under 1,000 feet to get to the first bridge. Going that distance, you have to be careful with the pipe size and how you reduce it. The rest of the work will be done in-house with staff for the irrigation installation and includes renting trenchers and installing the parts.

Ms. Kassel stated this depicts about one-quarter of the circumference of our loop, so it leaves three-quarters essentially empty. Depending on what kinds of trees are installed, it would be nice to have trees shading the walk. One-quarter of the way around seems almost fruitless if three-quarters of the way around you have nothing. Second, on the street side of the park, there are trees that impede the view of the rest of the park, whether

it is from the houses or whether it is from the sidewalk on the south side of Schoolhouse Road. Part of the attraction there is to draw people by seeing it, and if we are only going to cover one-quarter of the area and it obscures some of the views of the pond and the facility, it seems fruitless.

Mr. Haskett stated the majority of the trees are going to be placed around the benches that were installed since it is nice to have shade around them. The reason for only one-quarter of it is because we are making use of the facilities that are there now. We can always do a wet tap on the reclaimed water from Toho Water Authority and irrigate the whole area, but that would be a very large expense to do that. When future areas, such as neighborhood F, are developed, the utilities will be on that side of the road, and it will be much easier to tap from there with an existing controller or a future controller. This will irrigate one-quarter of the way at a minimal cost with resources that we have now.

Ms. Kassel stated the original proposal showed certain trees that were going to be watered. There was an estimate for hand watering. I wonder if it is still a possibility to hand water trees for a period of time, trees that are drought tolerant and likely to grow regardless of being irrigated or not unless we have a severe drought for a long time and that can handle some hand watering for the first month or so. Then beyond that, maybe we do not need irrigation there if we plant drought-tolerant landscaping.

Mr. Berube asked is it your contemplation to tree the entire walkway? I am not against that.

Ms. Kassel stated no, only areas where there are benches and other areas periodically.

Mr. Walls asked what kind of trees are we contemplating for these two zones?

Mr. Gologowski stated predominantly oak trees. We put in a cluster of three cypress trees right after the bridge that is shown in the drawing. By the benches will be oaks that have been relocated from U.S. 192 as well as using some from the nursery area.

Mr. Berube stated our prime limitation to doing the entire length of Schoolhouse Road is availability of water at this point.

Mr. Haskett stated yes.

Mr. Berube stated there is water running along there. If we like the way this turns out, we have an alternative of tying into reclaimed water that is probably running by there.

Mr. Haskett stated there would be, but you would need to add another controller and have power to that controller. Right now, we have three extra control wires that are

coming from the Lakeshore Park clock. We might be able to get a little farther toward Cup Seed from Buck Lane. That will all work out when Mr. Aaron Smith from Insight Irrigation provides his simple plan for us. We have two zones right now, and it may be that he can run both zones off one valve, which would free up a couple more. I do not know the answer to all the possibilities we might have.

Mr. Berube stated this is a relatively small investment for keeping this project moving forward and accomplishing our goals. I am of the opinion to approve this and get it going. Then when Mr. Smith comes in, we can have him take a closer look at what it would take to continue to the west.

Mr. Nicholas stated I think what Mr. Haskett is suggesting is probably the smartest, most cost effective way to get irrigation out there. It looks incomplete if you just look at this in isolation, but as Mr. Haskett said, neighborhood F is probably not the next immediately developed parcel, but it is second to next. That will give you some economies of scale to come around the other way and meet up with this side. In the big picture, you will want landscaping in there. The question is if you want to take the risk of putting trees in there and not having irrigation in there now. You could do that but the plant material choices would be limited. These oaks and especially the transplanted oaks, in our experience, will need a certain amount of watering the first 30 days, a certain amount for 60 days and 90 days. It is very intense to perform hand watering to ensure they get the right amount and volume of water. We can provide another proposal if you want to install irrigation all the way around, do a wet tap here and go farther west. It will make a lot more sense coming from the other direction.

Mr. Farnsworth asked what is happening with the trees shown on the other side? Are they not being installed right now?

Mr. Golgowski stated no. They are getting irrigation back there, which is a really big step. We are seeing pines coming in on their own, so we can select some of those and foster those along and maintain the area between the sidewalk and the tree line as more of a meadow, which I think will be important for wildlife in keeping our turkeys and cranes around long term. That is the general approach to the back side of the pond, keeping it in a rougher situation.

Mr. Berube stated no matter what we approve, there is no detriment to what we do in the future. Whatever we do in the future is a separate add-on to this, no matter what we do. This is a good start to get an idea where we are going.

Mr. LeMenager stated this is what can be done easily with the infrastructure that is currently there.

Mr. Berube stated that is exactly right.

On MOTION by Mr. LeMenager, seconded by Mr. Farnsworth, with all in favor except Ms. Kassel, approval was given to the proposal for the expansion of irrigation at Lakeshore Park, as discussed.
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Mr. Golgowski stated we are planning to cluster them so we can maintain the views of the lake from the street and the houses across from it.

Mr. Berube stated every other street in this area that we maintain has trees along the street. This area remained untreed. I understand we do not want to obscure the view of the park, but we still have this area without any trees. Should there be trees or not? I am asking people to think about that, if Schoolhouse Road should have trees like all the other streets.

Mr. LeMenager stated you should ask the people who live across the street.

Ms. Kassel asked what was the developer's idea behind not having trees?

Mr. Nicholas stated that is a good question. I was not here for the planning for that area, but I suspect it had something to do with ultimately doing something different on the other side of the sidewalk. If you have a development program with a street tree minimum, and if the County said that area is green space but understand that we will later upgrade what is there, they would probably accept some stretch of street trees from when that was platted.

Mr. Haskett stated we are doing essentially what the second and third phase of Lakeshore Park was designed for in 2003. It is just a slower pace and a little smaller scale at this point. It did have the winding sidewalk, which is there now. It branched off from where the trees end to the curvature but not quite as dense.

Mr. Golgowski stated a big purpose for the trees is to provide shade for people walking down by the pond, which is where we want trees.

Mr. Walls stated I think having this park across the street is fine without trees. It is something nice to look at. It is not like you are looking at a row of houses across the street.

Mr. Berube stated I was just mentioning it for continuity since every other street has trees but that area does not. There is a feature behind it, so I guess it makes sense to leave it open.

Mr. LeMenager stated I am fine not having trees. It is a very popular facility.

## **FIFTH ORDER OF BUSINESS**

### **Developer's Report**

#### **A. Harmony Community School Landscaping**

Mr. Nicholas stated you have probably noticed work has begun at the front of the school. We had to take advantage of spring break when the students were out so we could work through the week during daytime hours. We will have to stop everything because we cannot be making noise after April 15. We tried to get some native plantings on that front street to upgrade the look and to re-energize some of the existing material. That work is in progress. We appreciate working with Davey on this project, and we are still working through the process with the School District on a longer term plan.

#### **B. Downtown Market Place**

Mr. Nicholas stated we have new tenants moving into our downtown market place. A couple of them are due to open next week and the week after. Promotion is important for them, controlled promotion, something that we can make some attempt to drag a little traffic off the main road for passersby who come in so we can support those businesses. We put a couple balloons up, which signifies the grand opening and also temporary signage. In our PD, we have approval for temporary signage like that. Our relationship with the County is such that we are allowed to do it. However, at the west entrance, the way the plat was done, we do not own all that land around the entry. The CDD owns that land. Even though it is allowed to do something like a balloon for people driving east to see that there is a grand opening and come into the community, we did not feel comfortable putting it up because the CDD owns the land. When we started putting it on our land farther back, it gets concealed by trees and there are other issues. When something like that happens, we would like to place a Grand Opening sign out there for a couple weeks to let those tenants know that we are making an effort to try to bring in some outside traffic. How should I handle that? Should I wait until a Board meeting to ask the question? Should I email the Chairman or talk to the District Manager? I would

like to get the Board's thoughts before we place the sign. It is not an approval issue but more of a courtesy to ask if it is acceptable.

Mr. Berube stated it does not bother me. It is not a permanent structure. I think you are right. We have new businesses coming in, and it is all for the gain of the community. If it takes a couple weeks or a month, I have no issue with that.

Mr. Walls stated I agree. When you moved the balloon back, I was disappointed because it is hard to see. I think it is fine.

Mr. Nicholas stated the balloon company put it in the front but I told them that was not our land. I did not want to put it there without asking. Where we moved it to now, it is concealed for drivers heading east.

Mr. Walls stated I have no problem with it being on CDD property.

Mr. LeMenager stated I think that is fine.

## **SIXTH ORDER OF BUSINESS**

### **Audit Committee Selection Process**

#### **A. Appointment of Committee Members**

Mr. Moyer stated the Board expressed a desire to go through the auditor selection process. State law identifies the procedure for doing that. The first step is to appoint committee members to the audit committee. On small governments, generally the governing body appoints itself as the audit committee rather than individuals within the community who might have that experience. If it is your desire for the Board to serve as the audit committee, I would need a motion to that effect.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to appoint the Board as the audit committee.

#### **B. Establishment of Evaluation Criteria**

Mr. Moyer stated the next step as part of the selection process is to tell those firms that might be submitting their qualification what the evaluation criteria will be. We provided that to you in the agenda package. Option B does not have a criterion for price. Unlike selecting an architect or an engineer where you are not permitted to ask for price, when you select an auditor, you are permitted to ask for price. I think that is a critical part of that process, in that, you will receive maybe four or five responses. With the other criteria elements identified, you will have a very difficult time distinguishing between the firms that are responding. You will receive responses where they all do 50 audits for

CDDs, they all have good personnel, they all have good staffing, and they all perform according to a timeline. The bottom line is, there may be small differences in the other areas of the criteria, but price will play an important part in your selection.

Mr. Berube stated Option A allows us to ask for price, and Mr. Moyer is recommending Option A.

Mr. LeMenager stated I am in favor of Option A. It sounds like the lowest price is going to win.

Mr. Moyer stated maybe.

Mr. Berube stated we need to be careful with that sometimes.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to use Option A for evaluation criteria.

### **C. Authorization to Proceed with RFP**

Mr. Moyer stated now that you have completed all the prerequisites, I will ask for a motion authorizing that we proceed to solicit RFPs.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to authorize staff to proceed with the auditing RFP.

Mr. Berube stated the notice is dated 2011. That needs to be changed.

Mr. Walls asked are we not making the RFP specific of the services we are looking for?

Mr. LeMenager stated this is all there is, one page.

Mr. Walls stated there is no specificity in this notice. This is like a sample.

Mr. Moyer stated you are not engaging them at this point. All you are doing is going through the process of selecting the most-qualified auditor based on the responses to the RFP. When that is done, then we will come forward with an audit engagement letter, which is when you want to identify with specificity the scope of the audit. In general terms, that is standard except if you are concerned, as we discussed previously, looking more closely at the special assessment process, then you would add that to the engagement letter.

Ms. Kassel asked you do not add that to the RFP?

Mr. Moyer stated no.

Ms. Kassel asked why is that? If you want a proposal, the proposal includes the price. Do they not need to know exactly what they are doing in order to offer that price?

Mr. Moyer stated yes. I think what is in the notice identifies the magnitude of the audit that we are requesting.

Mr. Walls stated that is what I am saying. I do not see anything that says what services we are looking for them to provide.

Mr. Berube stated any of these firms are likely going to know that we are looking for an audit of our financial statements for the year for a CDD of this size.

Mr. Moyer stated if you go to the request for auditing services, it says the District is 995 acres and has an operating budget of \$x million inclusive of debt service. That basically gives them a pretty good idea about the scope of the audit. If you want to add that the District collects non-ad valorem assessments and levies assessments and things of that nature, we can certainly add that.

Mr. Berube stated it sounds like Mr. Moyer is saying the people in this business understand what the scope should be based on the information we provide to them.

Mr. Walls stated I am fine with that. I am used to doing a more robust type of requests. Do you think we will get a number of proposals?

Mr. Moyer stated I think you will receive four or five.

Ms. Kassel asked it is not necessary to state up front that we may want them to attend more to our assessment process?

Mr. Moyer stated I am happy to add that to the notice. It certainly would not hurt to include that there will be a concentration, at least in the first year's audit, on the special assessment process.

## **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 57% of our non-ad valorem assessments through February 28, 2013, which compares to 52% a year ago.

Mr. Nicholas stated the developer will be paying their assessments tomorrow, so that figure will increase.

Mr. Moyer stated the collection percentage is 5% higher than last year, which is because more residents are paying early, not the developer, as just indicated. Those are other residents, so we are a little ahead of where we were last year. On the expenses, we are within budget. Some of the reasons for that is (1) the arrangement with Severn Trent on reimbursing the District and (2) savings in field employees. Other general items were \$9,000 under budget and we are under budget by \$9,600 on utilities. Generally we are in good shape.

Mr. Berube stated my recollection of the assessment issue is that they were going to issue a check in April for half and another check in September for the other half.

Mr. Moyer stated that is correct; they want to resolve that before the end of the fiscal year so we can add that to the debt service account.

Mr. Berube stated it is noted in the financial statements but it is not noted how they will be sending it to us.

**B. Invoice Approval #155 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. Walls stated there is a utility invoice for water from KUA that was \$900. That is the first time that one showed up.

Mr. Berube stated usage on that meter for previous months was zero, and that month, it increased.

Mr. Walls stated that is correct.

Mr. Berube stated that suggests there was a big leak. There were two invoices like that. Did something happen at the west entrance that would account for a lot of water usage, or might there be an issue?

Mr. Nicholas stated we are watering in new plant material that was installed, but that sounds like a big number.

Mr. Haskett stated I am not aware of any leaks or problems. The palm trees were being watered more frequently, but that should have shown a spike.

Mr. Walls stated this looked like a meter that had not been used. The usage was basically zero.

Mr. Haskett stated it is most likely the one for Harmony Square Drive entrance west at \$970. It is for the center median and might be the result of Toho Water Authority fixing the water meter.

Mr. Berube stated there were some meters that classically showed zero. I noticed that, too.

Mr. LeMenager stated it sounds like we have been getting by for some time with non-working meters.

Mr. Haskett stated I will definitely check into that to make sure.

Mr. LeMenager stated that is \$12,000 annually and is a rather significant part of our water bill.

Mr. Haskett stated it should not be that high because that is more drought-resistant material in that area. I will inspect that and adjust it accordingly.

Ms. Kassel stated the invoices for service address 0 Schoolhouse Road Park had a big jump, higher than the previous year. It is page 73 of the invoice document.

Mr. Nicholas stated that sounds like it might be the bathrooms.

Mr. Haskett stated that is at Schoolhouse and Cup Seed, which is the Buck Lane irrigation controller. Overall, irrigation has increased a little with everything being so dry.

Ms. Kassel stated it has increased by 100% on many of the previous months for many of the invoices.

Mr. Haskett stated we will keep an eye on it and make sure they are watering correctly. It also has to do with the fertilizer schedule. When you fertilize, you have to water it in.

On MOTION by Ms. Kassel, 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.

Mr. Berube stated it is pretty limited this month.

Mr. LeMenager stated it used to be much longer, so people are not complaining as much.

Ms. Kassel stated I seem to remember calling recently and they are not on this list, but that could be the timing of the agenda package.

**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. Organizational Structure**

Mr. Moyer stated you read the chart straight up and down and this is an informational item.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. Legislative Update**

Mr. Qualls stated I am not registered to lobby on the Board's behalf, but I do want to report there is a bill that Senator Jeremy Ring is carrying. The bill would mandate that all CDDs go to the County and present their budget and have the budget reviewed with a look toward consolidating if it makes sense to do that. This bill is not moving. There are four or five committee stops, and it was stalled in the second committee stop. It is something to be aware of.

Mr. Walls stated I can tell you Orange County's position on it, and that is against it.

Mr. Qualls stated I would imagine this District would like to see some clarification with a good sponsor and know what is going on, but it is no longer on the agenda. I wanted to mention it because it is something we are monitoring.

Mr. Moyer stated I thought the bill exempted CDDs.

Mr. Qualls stated no, it expressly mentioned CDDs.

Mr. Moyer stated there must be another bill out there similar to this one.

Mr. Qualls stated there are several out there, and this one surprised me since it will be quite a change. We will continue to monitor it.

**ii. Consideration of an Employee Leasing Agreement with the Harmony Development Company**

Mr. Qualls stated I continue to work on this agreement for the provision of field services work. We are in good shape. I put together a draft of the contract. The developer has been responsive and good about sharing concerns. I just emailed that agreement to you all so you should have them on your tablets.

Mr. LeMenager stated I saw it in my email.

Mr. Qualls stated I sent a draft previously to the Chairman and staff and just now to the Board. I also have hard copies for anyone who would like one. It is an agreement that is very similar to many agreements you have. It is an independent contractual relationship. We included the scope of services for ease of being able to look through it. That is what you are going to want to focus on. The big picture is just as you discussed as I reviewed in the minutes. The Board's direction was to provide a contract between the CDD and the developer. It is an independent contractual relationship. We make very clear, pursuant to general counsel's strong advice, that it is clear to the independent contractor that the buck stops with the District Manager. The scope of services is thorough, but that can always be reviewed and made more robust. It can also evolve over time. One of the things that Mr. Kenza vanAssenderp wanted to make sure we had, which I will work on with the District Manager, is an exhibit that shows how this scope of services is specifically implemented. That will help with future transitions so everyone knows how this arrangement works. The last piece that we need is pricing information from the developer since they are not willing to provide this service completely free of charge. They will provide some pricing information. My understanding is you first take the data of what the benefits and wages are, and then you have a dollar amount for the supervisor. The contract contemplates one supervisor with employees underneath. This is all managed by the independent contractor. Once we have those numbers, we will plug them into the contract. I think this contract is in good shape. It does capture the discussion that the Board had and the direction you provided. I reviewed it with Mr. vanAssenderp. The two main things he wanted to have were (1) the bullet points for fleshing out the works of the District and how the scope of services will be implemented, and (2) to be very clear that the independent contractor goes through your District Manager. There is a specific item within the scope of services that says there will be reports provided to this Board so that you are updated. The idea is essentially that you will look to the District Manager to manage the independent contractor who is providing these field services. I believe the agreement captures everything you requested.

Mr. Berube stated page 3 under Personnel says the supervisor will provide 18 hours per week towards management and supervision of District field operations. I presume that supervisor is Mr. Haskett?

Mr. Qualls stated the beauty of this is you do not specify who that person is, but in reality, I think it contemplates it is Mr. Haskett. From the Board's standpoint, you look to your District Manager who tells the supervisor in the contract what is needed in the field. That is the flowchart of how that works. This contemplates 18 hours for someone just supervising the three onsite field services employees.

Mr. LeMenager stated so we are finally going to pay for some of Mr. Haskett's time, which is fair enough.

Mr. Nicholas stated I think if we are ultimately responsible for field management, you want to have access to all our expertise. It is not just one person. There is a lot of communication back and forth, which is why we did not name just one person or position. You have access to all of us.

Mr. Berube stated I am not arguing. I just wanted to know the meaning of who that is. Under B, it says the project manager shall provide one part-time personnel who will assist the full-time personnel during increased seasonal activity. You are considering adding a part-time person some time during the spring/summer hours, in addition to the three employees?

Mr. Nicholas stated yes. The way the pricing will work is a bill-back with a small margin in it. If the Board wants to accept a part-time person, that will roll right into the program.

Mr. Qualls stated the way I see the price is like any other contract you have with an independent contractor. There is a monthly amount that will be paid. The independent contractor needs to know its responsibilities and scope and how it is divvied up. Because of the discussion and because of the attempt to make sure everyone is in agreement, that is why this information is included. In most independent contractor relationships, it is about whether or not the job is getting done. It is the independent contractor that makes sure it has the resources it needs to get the job done. This includes some additional specificity so that the Board is comfortable that there will be enough boots on the ground to get the work done.

Mr. Berube stated the missing link right now is the pricing.

Mr. Nicholas stated the idea is just to do a straight offset of the wages and benefits, including taxes, health care, and so forth. There will be a small carve out for some supervisory time, and a 10% addition to those hard costs. From what we understand, that

is more than competitive than what you have been quoted and what you have been paying all along.

Mr. Berube stated in the past, we paid Severn Trent 30% on a per-person basis. There is the hourly wage plus 30% for benefits and taxes. Once they arrived at that number, then they added another 10% as their overhead/profit. So it is about 43% over the hourly wage that we are paying. Is that where Mr. Nicholas contemplates being?

Mr. Nicholas stated yes, but it will look a little different because I think Severn Trent is a big company so they probably assume 30% will more than cover the benefit load, so they just locked it in at 30% and then added the margin. We will pass that along, so it will be wages and benefits as a hard number. We will include some supervisory time under the same calculation, and then add 10% on top of that. The answer is yes, but we get there a little differently.

Mr. Berube asked what is supervisory time valued at?

Mr. Nicholas stated that is what we have not determined. A lot of this has unfolded in the last couple days, and I have not had a chance to review the contract. We wanted to have this substantially agreed to as far as the language before we spent too much time in pricing it. It will be as reasonable as you could hire a supervisor for those hours, and you will not have to commit to full time but a portion of it.

Mr. Berube stated I am looking for an estimate. Is it \$20, \$30, \$50 per hour?

Mr. Nicholas stated I think it will be about \$20 per hour.

Mr. Berube stated when you look at the bigger picture, I think Mr. Nicholas's method of calculating the benefits package is probably cheaper than Severn Trent's method.

Mr. Nicholas stated you get more of the fee that is transparent, which has been a concern. We will have that number audited periodically to make sure you agree with it. Instead of having 40% of your expenses being a mystery, now only 10% is. There is a benefit to using us. We are not looking to make money. We just want to make sure we cover the insurance liability and any extra effort in that extra 10%.

Mr. Berube stated I think it is reasonable to ask for some compensation for Mr. Haskett's time. He devotes a lot of time to the CDD, and it is not only him but a lot of others in the background.

Mr. Nicholas stated while Mr. Haskett has been your point of contact, assuming contractual responsibility for something like this, you basically get the full benefit of our team's expertise as we employ your staff.

Mr. Berube stated I think we have a pretty solid idea of the numbers. There are a few more details to work out for the contract language to finalize the agreement.

Mr. Qualls stated the arrangement that you contemplated has already been opined that it is legal. What is left is for the Board to make some policy determinations that I simply plug into the contract to capture the requirements of having the contract, including the offer and acceptance and monetary consideration. All those things are present, but now the Board needs to make a policy decision, and I implement what you direct me to do in that regard.

Mr. Berube stated a couple months ago, we were considering Staffing Now, and the increase was significantly more than Severn Trent was charging, even contemplating the additional supervisory compensation. I still think we are well within what we contemplated with Staffing Now, and I think we have a better package this way.

Mr. Nicholas stated everything we discussed is quantitative, which you should certainly evaluate. The fact is, these people are human beings, and up to this point, they have not really been part of a team. Along with folding them into our crew, they will be invited to all of our holiday parties and eligible for the rewards and recognition events that we do for our staff, general private company efforts to build morale and those types of things. I would not see a down side on their productivity.

Mr. Berube stated in general, we need to agree to the concept we just discussed, and then direct the attorney to move forward and bring us a final contract for next month.

Mr. Qualls stated that is correct. I will provide it to you well in advance. It is just a matter of fine tuning some language. We need to include the exhibit Mr. vanAssenderp referenced and the pricing information for everyone's review. I think we are very close. A lot of the challenges with a public body is coordinating everything. Now that it is in front of you, all the factors you required are included. If this is the direction in which you still want to proceed and everyone is comfortable with it, give me the direction to finalize the agreement, subject to the Board's ratification at the next meeting.

Mr. Farnsworth asked will someone be providing the policy statement?

Mr. Berube stated it is already done and I read it. It is largely a recital of what has been going on here for the last four or five years between Mr. Haskett and the employees. It has been reduced to writing and is being put in very specific terms, and it all looks good. The only piece that was missing was the pricing, and we just heard the methodology. I do not think it will cause any overages on our budget for the year. We will have a few months experience to see where the final numbers are so we can plan for next year's budget more accurately. None of this will negatively impact our budget. It is largely a continuation of what we have been doing except there is a different employer. It will be the Harmony Development Company instead of Severn Trent.

Mr. Farnsworth stated I have no problem with that.

Mr. Berube stated it will be good for the employees. We have good employees. We managed to hire good people, and I think they will be happy with the arrangement. I think their benefits will be an improvement making this change. There is consensus of the Board to proceed with this agreement.

Mr. Haskett stated in reference to Mr. Rick Druckenmiller and Mr. Paul Calabro, they are Severn Trent employees. Their policy manual states that they have to provide a certain time period of notice to collect their benefits and vacation. At what point do we need to trigger that? Is that something Mr. Moyer can address with Severn Trent? Or do they need to initiate that themselves?

Mr. Moyer stated they have to initiate that themselves. Severn Trent will not take my word that they have two employees who are resigning. They will need to make that notice through their reporting hierarchy to Mr. Brian Smith who will pass that on. It is just a matter of timing, that they do that so it is effective on the day that your contract becomes effective with the Board.

Mr. Nicholas asked is there a minimum notice requirement for them to keep their benefits?

Mr. Haskett stated I believe it is a two-week notice.

Mr. Nicholas stated I think we can accomplish that, and it is good to recognize that. They will get paid all their overtime before they start with us, so that is a good thought. I will keep that two-week timeframe in mind and once I feel we are two weeks away, then I will let Mr. Qualls know.

Mr. Berube stated it would be nice if you could put in a nice word to Severn Trent so these employees do not get any negative pushback. I think Severn Trent knows what is going on with the staff, but they have a funny way of doing things.

Mr. Moyer stated there would certainly not be any retaliation type of thing. They will handle these employees according to their personnel manual.

Mr. Berube stated we will all work together to make sure this is a smooth transition from Severn Trent's payroll to Harmony Development Company's payroll.

Mr. Moyer stated Mr. Bob Koncar will support all we are doing, so there should not be any problem.

### **iii. Lakeshore Park Acquisition**

Mr. Qualls stated the project improvement acquisition agreement was approved September 2012 for the Lakeshore Park boardwalk and facilities. It is my understanding that this project is complete.

Mr. Boyd stated that is correct.

Mr. Qualls stated the engineer has been a part of the process. The contract required the engineer to make sure the products used were up to your standards and that the final product was up to your standard. Now it is a question of when the closing can take place. There will need to be some signatures and some witnesses, but all the forms are in the contract. This is not a new item but an update on an old item that you already approved to let you know we are ready for closing.

## **B. Engineer**

### **i. Lakeshore Park Acquisition**

Mr. Boyd stated there are two certifications required for the closing for the Lakeshore Park improvements. One is the developer's engineer stating that the materials and methods used were acceptable and standard. The second is a certification from the District's engineer stating that what you are receiving is what the agreement states, which it is. I have those documents to be executed today.

Mr. Nicholas stated we will tie up the loose ends. There are some credits back to the CDD. We anticipated not doing the irrigation, which the Board approved outside of this project, so that has been pulled off. Some of the items that were reused, like doggie pots and benches that did not need to be purchased, were also pulled off. Instead of whatever the amount that was noted in the original agreement, the final cost is a couple thousand less than that number and will be noted on the actual bill of sale.

Ms. Kassel asked what about the extra costs involved with the concrete?

Mr. Nicholas stated it reflects the net of the credit. The final bill of sale will be less than the original stated number on the contract by a few thousand dollars. It is hard to look at it and give you a quick answer on the individual pluses and minuses, but there are more credits than additions.

Mr. Berube asked does this need to be handled today? Or is there more work to be done on it and we can conclude it next month?

Mr. Nicholas stated I do not know that the Board needs to act at all at this point.

Mr. Moyer stated it would be appropriate to have a motion to accept the engineer's certification, which puts into motion the standard requisition process. Actually once you are comfortable with this, it will not come back to the Board at all. There is a requisition form that we use to take money out of the construction trust fund. Mr. Boyd has to sign that requisition as well as an authorized officer of the District, which is usually me who signs that. It will go to the trustee and they will transfer the money so the developer can be paid.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to accept the engineer's certification of the completion of the Lakeshore Park improvements, as discussed.
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## **ii. Reserve Study**

Mr. Boyd stated at the last meeting, the Board raised the issue of District facilities and a reserve study. We are moving forward with that. I would like to bring that to the Board in May unless you have a need for it sooner than that. I performed some very quick research into the rubberized sidewalks, and I made some quick observations from my online research that I will distribute to everyone. We can make some statements about that when we discuss reserves for future replacements. I did not really want to report on this today other than to note this information is for your review. I have reservations, primarily because I have not seen it used personally before. I am sure there are issues and concerns with it that may come into play. I want to be aware that it might not be the best alternative from an appearance standpoint. You are used to walking on concrete sidewalks, and this would have a very different feel. It might tend to grip the sole of your shoe, depending on what you are wearing, differently than concrete. Those are some observations and we can discuss it further at a future meeting.

Mr. Berube stated the first question I had was already addressed regarding tree root management. We are replacing sidewalks because the roots are coming up. There is nothing with these sidewalks that will stop the roots from pushing up the rubber. They indicate that you lift up the rubber, cut the roots and then put the rubber back down. I guess that is better than trying to lift up concrete and put it back down, but I do not know that we have gained much.

Mr. Boyd stated you would be able to re-use the material. I do not have any cost information.

Mr. Moyer stated on the renewal and replacement report, we will probably provide a budget to the Board in May, so you will need to provide that information to us as part of the budget process.

Mr. Boyd stated I will provide that in advance so you can include it in the budget.

## **NINTH ORDER OF BUSINESS**

### **Supervisor Requests**

Ms. Kassel stated I wanted to note that we had that alligator presentation a couple weeks ago. I specifically asked him the question of what kind of impact are we having by fishing in the ponds or fishing off the dock in terms of alligators that are in those bodies of water. He said was essentially we are creating a hazard, both for the alligators and for the people fishing. You are essentially making alligators unafraid of people and attracted to people. It is not good for people, nor is it good for the alligator because once he is attracted to people, it is removed and killed. I just wanted to bring that information to you from that presentation from people who work with alligators all the time.

Ms. Carol DeMaria stated about a year ago on one of the ponds on Clay Brick, one of my neighbors was walking her dog by the pond, and she saw a little boy about 8 or 9 years old run up the embankment. He looked petrified, and she asked if he was all right. I guess he was fishing there, and an alligator took his fishing pole. He was really upset. This was a child who had no parent around or a friend but was fishing there alone. What if he panicked and held onto that fishing pole and was dragged into the water? Who would have found him or known what had happened to him if he was all alone at that pond? That is something of concern.

Mr. Berube stated we have discussed this over and over, and there is an official policy of no fishing in the ponds. Some of them are signed for no fishing. The hubbub over that issue has died down. Certain ponds are signed for no fishing. I hear what you are saying,

and it is stunning when you see it. Our policy is established that there is no fishing in CDD-owned ponds. I do not know what to do about it. We cannot police everyone.

Ms. DeMaria stated it was one of the golf course ponds right off the golf course.

Mr. Berube stated we gave the manager authorization to change the phones if the pricing came back advantageous. It looks like Ms. Brenda Burgess did a good job of getting information from AT&T based on the information she sent. AT&T has undercut Sprint on most of the items. There are a few things where they did not. I think we should stay with AT&T based on this comparison. If we provide Mr. Druckenmiller with a phone that has a personal hotspot on it as well as a tablet, then he can use the data from the hotspot on his phone to run the tablet and we will not need a plan for the tablet. By staying with AT&T, it should be simpler. Ms. Burgess has already done the groundwork on that. Whether we go with Sprint or stay with AT&T, we will save a couple thousand dollars every year.

Mr. Haskett asked did that include an upgrade to iPhone 4?

Mr. Berube stated yes.

Mr. Haskett asked is that something you are authorizing us to do, go to 4G since all they have is 3G now?

Mr. Berube stated yes. The buyback program is one of the downsides with AT&T. If they will buy ours back through one of their partners, we can do that. If not, I looked today and depending on the condition, these phones are worth \$50 to \$75 on ebay. Go with the iPhone 4 since they have the personal hotspot available. You only need one hotspot for Mr. Druckenmiller since he is the only one with a tablet. Then you can proceed to get a tablet for him similar to what we have. That will settle the phone issue.

Mr. Farnsworth stated I want to compliment Mr. Haskett on getting that puddle fixed.

Mr. Haskett stated we reviewed the alleys and found a few more that we have addressed. That work was all done in-house.

#### **TENTH ORDER OF BUSINESS**

#### **Adjournment**

The next regular meeting is scheduled for Thursday, April 25, 2013, at 6:00 p.m.

On MOTION to Mr. Berube, seconded by Mr. LeMenager, with all in favor, the meeting adjourned at 10:30 a.m.
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