

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 29, 2012, 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.
Jon Avance	Bio-Tech Consulting
Robert D. Evans	Harmony Development Company Consultant and Former Chairman
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Brock Nicholas	Harmony Development Company
Garth Rinard	Davey Commercial Grounds Management
John Rukkila	Davey Commercial Grounds Management
Residents and members of the public	

### FIRST ORDER OF BUSINESS

### Roll Call

Mr. Evans called the meeting to order at 9:00 a.m.

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

### SECOND ORDER OF BUSINESS

### Approval of the Minutes of the October 25, 2012, Regular Meeting

Mr. Evans reviewed the minutes of the October 25, 2012, regular meeting and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 23, second paragraph should read "Mr. Moyer stated this would be trespassing." Page 24, sixth paragraph should read "Ms. Kassel stated I think it is the machinery or bureaucracy of Severn Trent."

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to accept the minutes of the October 25, 2012, regular meeting, as amended.
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**THIRD ORDER OF BUSINESS**

**Administrative Matters**

**A. Oath of Office for Newly Elected Supervisors**

Mr. Moyer stated for the record, I am a Notary of the State of Florida and as such can administer oaths of office.

Mr. Moyer administered the oath of office to Mr. Farnsworth, Ms. Kassel and Mr. LeMenager.

**B. Introduction to CDDs**

Mr. Moyer stated I distributed a packet of information to each of you, which includes a Form 1 Financial Disclosure Form. You may have filled one of these out when you qualified with the Supervisor of Elections. If you did, then you do not need to fill this out again, but if you did not, then you need to fill it out and send it to the Supervisor of Elections within 30 days of this meeting.

Mr. LeMenager stated I suggest you drive to their office and then they will stamp it as being received.

Mr. Moyer stated a Community Development District is a unit of special-purpose, local government. There are two parts to that statement. One is special purpose. The District is not a general-purpose government. It is not like a City or a County that can do almost anything they want that is not prohibited by the Constitution or State Law. A CDD, on the other hand, is limited in its scope and can only do what is provided for within the enabling legislation, which is Chapter 190, Florida Statutes. Within that legislation is a list of powers that we have. The singular purpose of the District is to construct, operate and maintain infrastructure for a new community, in this case, for Harmony. That is our core purpose. Sometimes what is difficult as a Supervisor is when you have residents coming to you and saying that you need to take care of such and such. Many times, that would fall outside of what you are empowered to do. In any of those cases, when you bring something to the Board, we will discuss it and tell you whether we are allowed to do it or not. Mr. Qualls is the District's legal counsel, and he keeps us going in the right direction. The second part of that definition is local government. Some people talk about CDDs as being quasi-government. There is no such thing as a quasi-government. You either are a government or you are not, and we clearly are a government in the State of Florida, a unit of local government. With that comes some restrictions and responsibilities. The two that I want to highlight are the Sunshine Law and the Public Records Law. Simply stated, the Sunshine Law means that no two elected

official serving on the same Board can meet outside of a meeting like what we are having this morning that has been advertised and to which the public and press are invited to attend to discuss District business. You can only do that at one of these meetings. That even includes if you reasonably expect something to come before the Board that may not have come up previously or may not be on the agenda but you think it will come up in the future. You are prohibited from talking to your other Supervisors that are serving with you about District business. It does not mean you cannot go to dinner or play golf together or do any socializing together. You can do that, but you cannot talk about what this District will do in the future.

Mr. Farnsworth stated that does not prohibit us from talking with residents.

Mr. Moyer stated no, but you cannot use a resident as a conduit. They are your constituents and you can certainly talk to residents. Sometimes as it relates to our technology, you will receive a lot of emails. Be careful not to push the “reply to all” button because then that will go to any Supervisors who may have been sent the email. Technically, that can be considered a violation of the Sunshine Law. The emails that we send out from our office will include language for you to not reply to all, just as a reminder. The Public Records Law means that anything in your possession related to this District, such as these agenda packages, is available for public inspection upon request. You cannot even ask the person making that request why they want to see the public records. They just have an absolute right to come to you and say they want to see the public records related to the District. In the normal course of the way this usually works, public records requests usually come to either my office as the manager or through Mr. Qualls’s office as the attorney, but there have been occasions in Harmony where we have received public records requests of each of the Supervisors. In that case, if you keep the information, then you need to make that available. Having said that, there is nothing that says you need to keep this material after the end of the meeting. If you want to throw it in the garbage or return it to me, you can do that.

Mr. Farnsworth asked is this identical to what is posted on the website?

Mr. Moyer stated yes.

Mr. Farnsworth asked so we can keep it in electronic form?

Mr. Moyer stated yes.

Mr. Qualls stated you are considered a public official, just like a Mayor or a County Commissioner. Keep in mind that Florida has the broadest Sunshine Law requirements, public meeting requirements, and public records requirements. We always advise what I learned from my grandfather: if you have to ask, it is probably wrong. That is the best advice we can provide so that there will not be any issues. The Attorney General has opined that a meeting can be a series of emails going back and forth, and it can also be a discussion on a blog post. You just need to avoid any discussions like that. There is no problem to send an email to the District Manager or to send an email to staff. We advise you to send emails to Mr. Moyer or to me, but avoid communicating with your fellow Supervisors about District business. As far as the Public Records Law, it is very simple in Florida. The Constitution says that everything is a public record unless it is exempt, and very few things are exempt. Social security numbers and names and addresses of police officers and judges are exempt, but very few other things are exempt. Florida has a very broad public records law. From a practical perspective, we advise you to set up a new email address for CDD business to communicate with your constituents. Do not commingle that with your personal email address. It just makes it more complicated. Keep everything you have in a file, but also remember that it is the custodian of the public records that has the duty to provide the public records. Chapter 190, Florida Statutes, provides that the District Manager is the custodian of CDD public records.

Mr. Farnsworth asked any requests that I receive should be forwarded to Mr. Moyer?

Mr. Qualls stated yes, but also keep things separate. Keep your personal and business records separate from CDD business. That is just good practical advice. I distributed some material that we provide for all new Supervisors. It discusses what a District is and what it is not. Mr. Moyer introduced that very well. The material discusses special assessments. There is a law review article that my partner wrote and some other interesting things. Please do not hesitate to call if you have any questions. We are here to help answer any questions that you have. Welcome to all of you and we are excited to have the opportunity to work with you.

### **C. Consideration of Resolution 2013-02, Election of Officers**

Mr. Moyer stated you are required to have a Chairman, a Secretary and a Treasurer. You are permitted to have a Vice Chairman, Assistant Secretaries and Assistant Treasurers.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to appoint Mr. Berube as Chairman.

Mr. Berube stated thank you. The next position to consider is Vice Chairman.

On MOTION by Mr. Berube, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to appoint Mr. Walls as Vice Chairman.

Mr. Moyer stated I have taken the liberty of filling in my name for Secretary, Mr. Bob Koncar for Treasurer and Mr. Stephen Bloom for Assistant Treasurer in the Resolution you will consider, because those duties fall under our management contract and it expedites the processing of paperwork. Traditionally, we have had the rest of the Board members not otherwise an officer to be Assistant Secretaries.

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, unanimous approval was given to appoint Mr. Farnsworth, Ms. Kassel and Mr. LeMenager as Assistant Secretaries.

**D. Resolution of Appreciation, Resolution 2013-03 Recognizing the Contributions of Robert D. Evans**

Mr. Moyer read Resolution 2013-03 into the record.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to Resolution 2013-03 in appreciation for Mr. Robert Evans and his service to the Board and the community.

Mr. Berube asked will you be providing a frame for this Resolution?

Mr. Moyer stated I can take care of that if the Board directs me. I am sure Mr. Evans will be attending our meetings in the future, and we can present it to him at our next meeting.

**FOURTH ORDER OF BUSINESS**

**Audience Comments**

There being none, the next order of business followed.

**FIFTH 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 Mr. Larry Medlin is transitioning to our other office, so I will begin attending your meetings. I have been spraying in Harmony for about eight months and he has not been out here in a little while, so it is easier for me to explain to you what is going on than it is for him. I will spray today, just the golf course ponds, for any invasive plants in the planting areas and the outfall structures. They are mowing the buffers and getting a fresh start on the golf course, and when springtime comes, everything should transition quite nicely.

Mr. Berube stated everything is looking good. You have been here for about eight months, so you have seen change as we have gone from high pond levels to low pond levels, as well as plantings and edgings. Is there anything that we need to be concerned about now? Looking forward, do we need to make any long-term changes?

Mr. Avance stated no, I do not think so. We put grass carp in the ponds three or four months ago. We probably will not be able to tell how much they have actually done until springtime when everything starts growing back and when the weather changes. When it is cold, we do not know exactly what they are doing. In the spring, we will be able to tell more. The only thing for the long term is having the grass carp, which will help keep the amount of chemicals reduced and not having to use quite as much to keep the weeds down.

Mr. Berube stated on some of the ponds beginning in October, we started maintenance on a quarterly basis for treatments. Obviously, we would like you to keep an eye on those ponds since this is an experimental period.

Mr. Avance stated when I am here on my visits, I check pretty much all of the ponds. We are spraying only the golf course ponds monthly, but I do go around and check them all to make sure everything is still looking good.

Mr. Farnsworth asked is there some meaning to the scatter plot nature of the activities, as to the relative importance?

Mr. Avance asked do you mean which pond is more important?

Ms. Kassel stated on the diagram that we are provided as a report.

Mr. Berube stated I think what it means is all of our ponds are numbered. On the top line for Pond Site Inspected, it lists 21, 3 and 4 where they sprayed for emerging vegetation. That is what the X means. If you continue to the right, it says the chemicals used on that were Aquastar and Weedar.

Ms. Kassel stated I think he means the pond numbers and X notations are not all in a line.

Mr. Farnsworth stated that is correct. Is there any relevance to how these are listed?

Mr. Avance stated no, that is the way my computer at work has them aligned. I listed the plants that I am targeting. Anything big like primrose or cattails, I just chop it down instead of spraying it. Otherwise, it will look like a big dead tree. I try to keep the chemical rates down. For the most part, everything is looking really good, and it should look nice when springtime comes.

## **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 I am sure everyone has noticed the landscape work is not complete yet at the west entrance. The tree work is complete and the palmettos have been removed. The median and the bed space behind the monument are empty right now, and that is primarily because of the butterfly bush we have specified for that work. The materials that we received from our suppliers were not acceptable to me. I did not like them, so I refused them and sent them back for better material. We have gone to secondary and tertiary suppliers to try to fill in the numbers for that work. Because of that scenario, that project plays into the Lakeshore Park work, as well. Because we are having a difficult time finding good quality plants, primarily from one single supplier, we are pulling in small numbers from other suppliers. We have experienced these delays and we hope to have it resolved within the next week to 10 days. In the meantime, one of the things we are doing is behind the monument side. In that open bed space, we are going to put some red fountain grass in place as a temporary measure. The remaining open bed area, depending on the timelines and when we can get the new material, we will be mulching that so that it has a nice, decent look to that area. The palms that were transplanted as part

of the OUC work, eight palms came off the overpasses and were placed at the west entrance. We have two palms that are showing signs of a little bit of browning. This morning, I looked at them and I do not have major concerns right now. I think it is more due to shock and maybe some air pockets underneath. Mr. Rukkila and his crews will be looking at that and monitoring them to see how they do. Sabal palms are pretty hardy and they transplant quite well. I think the prognosis is still on the positive side for those trees, so I think they will be fine. We moved back the Lakeshore Park turnabout work a little bit, in light of the butterfly bush issue. When we discussed mulch and the Board decided to go with the sustainable mulch, our first delivery is due next Friday. It has also been delayed from the manufacturer due to their schedules and their ability to get the material out. Because of the delays, we discussed whether or not the existing mulch should be removed. When we discussed this originally, we thought that some thin areas could just have the new mulch applied on top and it would be fine. We knew there were thick and thin areas throughout the property. Looking at it closer and in locations where the mulch is placed within the bedding areas and around the plants, there is a fair amount of buildup at the base of the plant material throughout the property. Because of the delays we are experiencing from the supplier and from the manufacturer, we decided that our detail crews will go in and clear out the beds, get rid of the pine bark, get a couple weeks of work done in advance of the mulching. Then when the mulch is delivered, we will be dealing with clean beds, fresh mulch, proper layers and levels.

Ms. Kassel asked where is the mulch going that you will be removing?

Mr. Girard stated right now, it is being stockpiled back in the yard area. It is available for reuse somewhere.

Ms. Kassel stated perhaps we should announce the availability of mulch to any interested residents.

Mr. Haskett stated we thought about utilizing it at the community school since they need it.

Mr. Rinard stated there are a couple options we discussed relative to the community school. We provided a proposal that was discussed with Mr. Haskett. I understand the Board had some interest in seeing what could be done as far as a basic maintenance program for the school to make it look more consistent with the rest of the community than it has in the past. In our conversation and with some of the other work going on with



the tree work that we will be doing on the street trees, the clippings from that work will also generate a fair amount of debris. Our plan for that is to bring in our chipper and set it on property. Once we remove the debris from the street, it will go back into the yard area where we will chip it up and create another pile. We discussed the options about the mulch coming out of the bed areas, the pine bark, or tree chippings. There are a couple options that the school could make use of.

Mr. LeMenager asked is it legal for the District to spend money to maintain non-District property?

Mr. Qualls stated yes, but we would need to have an agreement with the school in this case. You can maintain things that are not within the jurisdiction of the District. There is a provision for doing so in Chapter 190, Florida Statutes.

Mr. Rinard stated we are working the tree trimming in conjunction with the golf course, which has hired us to do some trimming and elevation throughout the course. We started on the golf course by bringing in the lift to take care of all the work that requires the lift. That should be wrapping up tomorrow. Then the lift will move off the golf course into the community. Mr. Haskett and I discussed earlier today just taking that lift and getting the palms done on the overpass and then start on the street trees. Mr. Rukkila and his crews have started to create a buffer for the tree work that will start and have started taking care of some of the elevation and canopy work in advance. Then the tree trimmers will come in on the backside of that. We expect that to start on Monday.

Mr. LeMenager asked is there a specific setback for how far you trim them away from houses?

Mr. Rinard stated not that I am aware of. It is very open and subjective. It is up to the judgment of the trimmer. Part of that is trying to keep it in line with the overall shape of the tree. They will take into consideration the proximity and grow-out period and that sort of thing. It is selective pruning so that we are not just flat siding that side of the tree to keep it looking aesthetically pleasing. You could probably consult a lot of trimmers and arborists and get different answers from each one. It is very subjective. It depends on the proximity of the trees, but a general rule of thumb is a six-foot to eight-foot buffer. I do not know the exact distance of some of the trees that are next to the houses, but I would estimate 15 to 20 feet.

Mr. LeMenager stated it is much shorter than that. Some of them are zero feet.

Mr. Rinard stated I understand that as far as the limbs touching the house, but it is farther as far as the tree setback between the tree and the front of the house and the canopy we are dealing with.

Mr. LeMenager stated the setback for a house is eight feet. Then there is a sidewalk, which is three feet, and then there is another three feet to the tree, which is 14 feet from the front of the porch.

Mr. Rinard stated depending on the age of the tree, the size of the tree, and what street it is will dictate how far back they trim.

Mr. Berube stated Mr. LeMenager's concern is to keep the trees off of the houses.

Mr. LeMenager stated that is correct.

Mr. Berube stated I think we are on an alternating two-year plan for tree trimming.

Mr. LeMenager stated that was included in the agreement. I just wanted to make sure we had a plan.

Mr. Berube stated they are always going to grow back. As long as we stick with the alternating two-year plan, we should be able to keep houses relative free from tree branches.

#### **ii. Proposal for Maintenance at the Community School**

Mr. Berube stated I know what the proposal says. What is the practical end result of this?

Mr. Nicholas stated Mr. Haskett has worked with the Davey staff to put this proposal together. As Mr. Qualls mentioned, there are a couple things we need in place logistically to work with the school and agree to access and times and various other approvals. This is not a swift process. What we are looking for with this proposal is a conceptual approval. This area is in front of the school and is part of the community. Currently, their in-house standards do not line up with our standards everywhere else in the community. We want to come up with a conceptual plan that we agree there has to be better care taken of their landscaping. I want to take some time to review the map with them and with Mr. Haskett. This is the first time I am seeing this particular proposal. I also want to have some preliminary discussions with the principal to talk about access and times and the feasibility of the whole idea, as well as address the mulch. I think we agree that this is part of the whole community and is in the middle of our development in a very visible location on a major roadway. The District has made the choice to go to an alternative mulch. I think if we adopt something like this, then the landscape standards should be

consistent with what happens everywhere else, not just grinding up some landscape waste and put it at the school. That is what is happening now. Perhaps you can have a discussion and conceptually come to some consensus that this is a good idea and give them a reasonable threshold of the costs. Then we can work on the scope and make sure we have the parts of the property identified that are of highest impact. Then we can apply the same scope as we have for the rest of the property, including mulch. It is more than just the care of the plants. Part of the reason why the material is not mature there is because they control their own irrigation. There are a lot of issues involved. I think this is a good start and gives us a sense of what the overall cost might be annually. I think we need to work through a few more details together and include the school in that discussion so that we do not just show up with a finished idea that we prepared in a vacuum without their input.

Mr. Qualls stated Section 190.012(1), Florida Statutes, says the District has the power to finance or fund systems, facilities and basic infrastructure for any other project within or without the boundary of the District when the project is the subject of an agreement between the District and the governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located. In other words, two governments can get together and have an interlocal agreement. If both governments have the power to do something but it makes sense for those governments to work together to achieve economies of scale and it will not result in any sort of decrease in service provision, then there is a mechanism for allowing this type of activity to take place.

Mr. LeMenager stated we all received our newspapers this morning and saw that we had a new School Board, which will hopefully be a little more open than the previous School Board. In addition to the principal, I suggest you make contact with the new School Board and see where they are at, as well. We are basically saying the School Board does not have any money, and that shows in terms of landscaping in front of the school, so how can we help them do that. Now that we have a brand new School Board, it might be a good idea to see how we can cooperate with them on a larger basis.

Mr. Nicholas stated we can do that. We can look at the school and say that it does not line up with our standards. As it relates to Osceola County School District, they probably do not see any defect with it. That is a bigger discussion to ask them to pull one school

out of 40+ schools and say they are going to maintain it at a higher standard. There are other communities who feel the same way, and they have engaged and contributed, just as the development company did. They had an architectural standard when the school was built, and we stepped in and enhanced the exterior elevation of the buildings so that it lined up with our architecture standards. We could have discussed that all we wanted with the School Board, but that \$250,000 was not going to be contributed by the District.

Mr. Walls stated we have a landscape standard up until the school, then you have the school, and then it gets past the school. I think it needs to be all inclusive to get it to where the CDD is and keep it there. It may be worthwhile to talk with the school. I know they make budgeting decisions at the school level for these types of things. Perhaps they have a landscaping budget, albeit small, that we can ask them to contribute to this overall effort if we were to take over maintain the whole school grounds.

Mr. LeMenager stated I was not suggesting that we get them to contribute.

Mr. Walls stated I was saying that if we are doing some work but it is also on their behalf, perhaps they have a budget for this. It is just something to discuss with them and see what we can come up with. My vision is if there is a certain type of grass along the roadways, that is what the school should have. If we keep ours to a certain level, that is how the school should look, just to keep some continuity as far as the aesthetics.

Mr. Farnsworth asked are you proposing anything beyond the front area?

Mr. Walls stated I think it depends.

Mr. Nicholas stated that is something we can discuss with them and look at the site plan and make sure we are looking at the high-impact areas. I would not propose we go into their side and start maintaining the back of the building. I think there is a limit to this exercise. Certainly from what the public and the residents can see in walking along the streets, I think we can address that.

Mr. Berube stated I am in agreement that it needs to be spruced up. I have a hard time with just going in there and more or less taking over. There will be some further discussions, but there is a precedent that we may be setting here. Effectively, it will be an interlocal agreement with another government, but this community will have other buildings owned privately, not by a government. If their landscape standards do not meet our level, will we take care of them, too?

Mr. Qualls stated no, that would be unlawful.

Mr. Berube stated there is a fine line.

Mr. Qualls stated the school is public, governmental property. No District funds can go for a private purpose. That is Federal bonding law.

Mr. LeMenager stated they obviously have a budget set aside for whatever they do now, even though they are not doing it. Perhaps what we should be talking about is having them subcontract all of that work. They should have money available for what they are supposed to do.

Mr. Evans stated they have a facility management division that maintains all of the schools. They do not allocate an amount to each individual school. I worked on the design team for the community school. The way it was set up is they have a certain budget, but it is not an allocation. They just do the absolute basic maintenance for the grounds. For them to be able to carve out an allocation for a specific school, I do not know if they have the ability to do that.

Mr. Qualls stated something like that is what it would take. It would be economies of scale because Davey is already here, so there would be a reduction in cost to the school because of that economy of scale. For what the school is paying now, they could receive a much larger benefit by working with the District. That way you see how that is favorable to both parties and not solely favorable to the School District.

Mr. Walls stated I think they have on-staff people to perform this work, which is why they are not contracting it out.

Mr. Berube stated they have a rudimentary landscaping crew. In summary, the development company is going to have some conversations with the principal.

Mr. Nicholas stated we already set that meeting for next Thursday, and we are going to spend the day with them. This is one of the items we are going to discuss. I do not think it is a stretch to say that the property looking better enhances education and kids' attitudes. There are a lot of qualitative benefits by doing this. In terms of the economics on the quantitative side, you can be assured that if we get them engaged and to some understanding conceptually, it will be the best deal that can be achieved. Whatever it is, it will be, and then we will bring it to you to discuss further.

Ms. Kassel stated my concerns with this are (1) setting a precedent that we are going to support the school with landscaping indefinitely, (2) whatever funds they have put toward it in the past will not be used to compensate us at all for any of the work, which is

\$1,000 and not insubstantial, and (3) at what point do they go back to maintaining it themselves. Will this be a permanent upgrade to the contract and benefit to the school? The District is not really receiving that much of a benefit since it is really the school receiving most of it. The District is receiving the benefit in that the school will look nicer than it does now. It is not as if it is our responsibility to maintain their property. It is a responsibility that we can take on, but I think we need to be circumspect about what responsibilities we are willing to take on. I am certainly willing to hear more about this as it develops.

Mr. Nicholas stated the property was donated by the development company, and it could have been donated a number of different ways with regard to the site plan. It could very well have been donated with CDD buffers and easement intact, as is done on residential property, which would be in perpetuity anyway. The structure had something to do with this from the beginning.

Mr. LeMenager asked is the area between the roadway and the sidewalk our property or theirs?

Mr. Nicholas stated it belongs to the School District.

Mr. LeMenager stated that was done differently than anything else.

Mr. Nicholas stated that is correct.

Mr. Berube asked including along Schoolhouse Road?

Mr. Nicholas stated I believe so.

Ms. Kassel stated hinging on what Mr. Nicholas said, the material they have there now is not mature because they have not controlled the watering. They will still control the irrigation, so there are things we will not have control over. If we spend this money for this maintenance, it may be constrained because of the actions of the School District.

Mr. Nicholas stated there are ways around that. We have the same challenges with the ball field that we donated and built. We were able to get into the irrigation controllers to educate their staff and get the settings at the right frequency and run rates. It is not completely helpless in that regard. There is a teamwork effort to make sure that works better.

Mr. Walls stated I would hope that the agreement would contemplate things like that, where they will let us have access to the irrigation, and capture all those points. Then if we do perform the maintenance, it will be maintained well.

Ms. Kassel stated that is an additional expense for the School District that they have to contemplate for extra water that they are not spending now.

Mr. Berube stated we will have a better idea on this issue after the meeting Mr. Nicholas has with the school.

Ms. Kassel stated if we are not going to utilize the mulch that Davey is removing for the school, if it turns out that we will actually be using the same alternative material that we are using elsewhere, then it may still be available for Harmony residents.

Mr. Haskett stated I will make sure we notify the community if it is available. I would like to officially recognize Davey and Mr. Rinard. I reached out to them last month about a Christmas tree for Town Square that we were struggling with. Davey has donated a 15-foot Frasier fir that is now at Town Square. I want to thank them for their donation.

A Resident stated along U.S. 192, they cut all of the limbs, which needed to be done. However, the noise is unbearable from 1:00 a.m. on. I wonder what they are going to do with all the bare land that is there now, since there is only dirt there. They just recently pulled out all the trees. It is a CDD area at the overpass. You may have already addressed this.

Mr. Haskett stated she is talking about the palm trees.

The Resident stated all of the residents who live along Clay Brick Road are hearing this noise since their master bedroom is right in front.

Mr. Berube stated this is the result of the OUC tree work.

Mr. Rinard stated the U.S. 192 embankment is where the trees were pulled from. Part of the work that we started doing since we commenced in August was cleaning up along those embankments and bedding areas. A lot of that area is basically bare as part of the cleanup work. In reference to trimming and limb removal, is that in reference to the work that was about a week or 10 days ago in front of each unit?

The Resident stated no, across the street on the embankment is where they trimmed all the trees. They cut down several of them.

Mr. Rukkila stated only the sabal palms were removed. The oaks that line those homes directly in front were trimmed by another contractor and were elevated considerably.

The Resident stated that is not what I am talking about.

Mr. Rukkila stated that could be affecting the penetration of noise.

The Resident stated I do not know; that could be.

Mr. Rinard stated there has also been some work done along U.S. 192 in the OUC right-of-way easement area where they were clearing out the backside of the fences. That is not the stretch of roadway that you are talking about. I do not know of any trimming that has been done recently by Davey.

The Resident stated someone is back there working.

Mr. Berube stated it is A Cut Above; I noticed them. They trimmed all the street trees at the townhomes.

The Resident asked what about all the black dirt that is there?

Mr. Rinard stated that is being worked on, and I do not have a timeline when that work will be done.

Mr. Berube stated part of the problem along U.S. 192 is the fact that there are power lines up above, and OUC did a good amount of trimming and cutting. They forced some tree removal along there, but it was not like there was a forest. I would not have expected that the noise level would have risen a lot as a result of that work. I noticed A Cut Above was here in the past few weeks and trimmed a lot of street trees. I will bet that has let a lot of reflective noise come in.

Ms. Kassel stated it is also a safety issue why OUC trimmed those trees, so they do not fall and hit people or vehicles.

The Resident stated it is wonderful they did that, but that is not my complaint.

Ms. Kassel stated that work has unintended consequences.

Mr. Berube stated we have no plans for the noise at this point.

The Resident asked do you have any plans for plantings so that the embankment looks better?

Mr. Rinard stated we have ideas that we will be generating and discussing.

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

#### **i. Maintenance and Field Activities Report**

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

Mr. Haskett stated Mr. Rick Druckenmiller has been keeping up with the irrigation system and other maintenance items. There are no major issues with the irrigation besides an occasional clog here and there. The more we run irrigation, the more the shell builds



up in the lines and clogs the screens on the heads. That keeps him busy. He will be on Schoolhouse Road this week.

Mr. Farnsworth stated in the Cat Brier dog park area, there is a closed area and up front is an open walk-around area. Toward the back right-hand corner of that front walk-around area is a trash can that does not have any liner in it. There has been a pink ribbon around it for two or three months. What is that about?

Mr. Haskett stated I apologize; I do not know the answer to that. I will get it corrected.

Ms. Kassel stated it is near the chess tables.

Mr. Haskett stated we will get that corrected. I am not sure what happened.

Ms. Kassel stated it is the outer part for the trash can, but there is no trash can and it has a pink ribbon around the entry points.

Mr. Berube stated there is also a missing trash can in the Estates. I think the plastic can is being used for something else and it was never returned.

#### **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 the dock operations seem to be going fine and the boats are doing well. The reservation process is also working well and residents are being accommodated. On the boat report, the highlighted lines show the residents who did not have a prior reservation. We are doing our best to accommodate people who want to use the boats on the weekends. We had a Saturday fishing event instead of the first Friday, which did not work out very well. I think because it is wintertime, it was too late in the evening. Saturday's event had about eight people with a lot of younger kids. Mr. Paul Calabro is very good with the public.

#### **iii. Security Cameras**

Mr. Haskett stated we discussed last month getting some trail cameras, which we purchased. It took a little time since there was an issue with the CDD credit card that was resolved. I went to Bass Pro Shops to purchase a couple cameras. The authorized amount was \$500, and we spent about \$323 for two of them. We have them in a couple trees. We occasionally check the SD cards. There is one at Lakeshore Park and one on Cat Brier. Since we put them up, there has been no damage. We check the areas daily. We will move them around property in case people see them in the trees. Prior to getting them

installed, there were more doggie pots damaged. We filed incident reports and the sheriff came out. No results yet on finding anyone responsible for it. Hopefully they will either stop or we will catch them. The damage was minimal. The doggie pot company we use was gracious enough to provide us with new lids for the trash bins free of charge.

Mr. LeMenager asked how are we going to publicize that we have cameras? They are designed to be a deterrent. How do we let the teenagers know they will have their pictures taken?

Mr. Haskett stated right now, we do not want it publicly known that we have cameras out there because we are trying to catch the person who is doing the damage. All we would be doing is pushing them off to another area.

Mr. Farnsworth stated just having them serves as a deterrent.

Mr. LeMenager stated they are mobile cameras.

Mr. Haskett stated that is correct.

Mr. LeMenager stated they will not have any idea where the cameras will be.

Mr. Haskett stated that is true. I would rather they not even know they are out for now. It has already been posted on Facebook and other locations, so residents know.

Mr. Berube stated there was a pretty good exchange on Facebook after the two incidents and some names were mentioned. Shortly thereafter, everything got quiet.

Mr. Haskett stated it did when it became known that people on Cat Brier are watching. A few days later, they went to another area. That is why I do not want to push them around. People know there are cameras.

#### **iv. Solar Boat**

Mr. Haskett stated the advertisement for the sale of the solar boat has been in the newspaper already. The deadline is 1:30 p.m. on Friday, December 14, 2012, to receive bids. Mr. Moyer will receive them and open them. There are a few people who will most likely submit a bid.

### **SIXTH ORDER OF BUSINESS**

#### **Developer's Report**

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

Mr. Nicholas stated we will verify the plat boundaries to confirm what part, if any, that Davey is currently maintaining. There might be a small section that they are already maintaining, but because there is so much that is visible behind the sidewalk, including hedgerows, landscaping and trees, that is the part we all focus on. We will provide an update at the meeting next month.

### **B. Lakeshore Park Improvements**

Mr. Nicholas stated we were all very excited when this program was initiated, but we are more excited now since we are seeing progress and construction has started. The contractors that were selected are doing a fine job. Most of the concrete has been poured around the pond itself. We had to make some field adjustments. We looked at elevations to make sure the transitions are appropriate from high spots to low spots. The team has done a good job just making sure that we are going to have a really good finished product for the community. It is moving right along. The concrete is about 85% complete, and the tie-ins are left to complete. The bridges across the small pond are done, and the boardwalk to the west is under construction now.

Mr. Berube stated it is surprising how many people are already using the facilities even though they are not complete. I was there last Saturday, and I could see that clearly. People are walking across the bridge and walking on the concrete. Obviously, they have taken notice and are liking it. I also want to compliment whoever thought of the missing piece of sidewalk over by the swings. Someone thought to cut that in and pour some sidewalk in that area.

Mr. Nicholas stated it has become part of this project, and the contractor picked that out and were able to fit it into the scope of the rest of their work. One thing the Board will need to discuss over time is the no fishing provision on Long Pond. You will have an attraction for kids and adults who are carrying fishing rods and tackle. I think the natural impulse will be to throw a line in the water.

Mr. LeMenager stated with all due respect, it is an HOA issue, do keep that in mind. The HOA rules prohibit residents from fishing in ponds. That was the conundrum we had before, which was that outsiders were allowed to fish in our ponds, but residents are not.

Ms. Kassel stated the CDD Board created a policy for no fishing in CDD-owned ponds.

Mr. LeMenager stated I am not disagreeing with you in the slightest, but I am saying the whole thing comes down to the HOA. If you want to allow fishing off the bridges, which I think we should, then the HOA needs to change its rules.

Ms. Kassel stated I do not think we are looking to allow fishing on the bridges.

Mr. LeMenager stated that is what Mr. Nicholas is suggesting.

Mr. Nicholas stated no, I am not suggesting you do or do not permit fishing. I think the Board has taken the position that there is no fishing in the retention ponds, and this

happens to be one of them. We are intentionally drawing more traffic into those areas. There are fishing piers extending out under the boardwalks into Buck Lake, which is ultimately where we want people to fish. It is an unintended consequence of this very nice, new amenity.

Mr. LeMenager stated I have already seen kids fishing off the bridge.

Mr. Nicholas stated I am not raising this point for you to take any action, but I am saying you should look at that and continue to monitor it. The Board has a policy on fishing in the ponds, and you should take a holistic look at it over time and as these improvements get used more often.

Mr. Berube stated I think our bottom line with fishing in the ponds was the safety aspect of people falling into the ponds. Our bridges have been fairly well designed. They look pretty stout and pretty safe to me. I think the safety issues disappears when fishing off the bridges.

Ms. Kassel stated I disagree. If they can fish off the bridge, then why can they not fish at the edge of the pond?

Mr. Berube stated we will see what happens as these improvements are completed and as there is more traffic. We will see what the demand is.

Mr. Walls stated I want to compliment Mr. Nicholas and his team on the design and execution of the construction. It looks really nice out there. As Mr. Berube said, it has already started to attract people. Even as they were preparing the area to get ready to pour the sidewalk, I saw a lot of people out walking around and checking it out. As everything gets constructed, there will be a lot of people walking dogs or walking with their kids. I think it will be a great addition to the community. I think you are right that fishing is something to look at in the future. We are building that one dock or boardwalk specifically for people to really be able to fish. We will have to look at that and see what happens. We have kids who are going around and vandalizing things. If they had a fishing pole in their hands and were fishing somewhere, they probably would not be destroying property. We can discuss that in the future.

## **SIXTH 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 our fiscal year started on October 1 and concludes on September 30, so the financial statements show one month's activity for this fiscal year. There have not been any special assessments collected by the tax collector, which is to be expected. That is the normal routine. We will start receiving money from the tax collector in early to mid-December. Generally we receive a significant part of our assessment levy in December and early January, so our revenues include what the CDD collects in special assessments, which is on budget. On the expenditure side, we are \$1,600 under budget for administrative expenses, \$2,944 under budget for field management, \$4,500 under budget for landscaping, \$4,500 under budget for utilities, and \$485 under budget for operation and maintenance. As it relates to our proration of the budget, we are under budget by \$14,197 through October.

**B. Invoice Approval #151 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.

Ms. Kassel stated on the invoice approval for Severn Trent, there is a credit for \$2,571.86, but in the supporting paperwork, there was a much bigger credit for September and October for Mr. Thomas Belieff that is not reflected in this other number.

Mr. Moyer stated September was the end of the last fiscal year, so that would not have appeared in this fiscal year's cycle.

Ms. Kassel stated but we did not receive a credit for it then.

Mr. Moyer stated I think we are squared away with the credits for Mr. Belieff. I think the notes to the financial statements address that.

Mr. Berube stated this has become a real problem. Mr. Moyer and I have had a number of exchanges over the last several weeks regarding how they carry this forward. Our employee human resources package has now become a fixed-rate contract with Severn Trent, and I do not think we ever anticipated that, but that is the way it is being handled. We are simply being billed a fixed monthly figure every single month. It has been \$9,397.16 every month. On October 1, that figure was adjusted upward by 3.5% to \$9,726.06. We are paying this fee to Severn Trent every month, and obviously one office of Severn Trent does not know what the other is doing because Mr. Belieff was no longer our employee on September 2, but yet our \$9,397.16 was billed for September and October. Mr. Belieff was not even here, but yet they expected us to pay what they billed.

Also on October 1, they will raise their fees 3.5% and the anticipation of the 3.5% was to provide raises to the employees. My understanding on how they receive their raises is it will not happen until they meet their anniversary date. So Severn Trent will be collecting an extra 3.5% every month. If an employee's anniversary date is not until 11 months from now, that 3.5% increase that they were supposed to have received is kept by Severn Trent and not paid to the staff. I have been asking for documentation of how they get to this number of \$9,397.16 every month. We carry out our budget down to a line-item detail of \$175, but yet we are giving Severn Trent \$100,000 annually with virtually no documentation. When you ask the questions, which I have by email exchanges, every time I ask how they got to this situation, the numbers change. Now, they said the latest is they think they owe us another \$200 and they will apply it in November. I do not know how we got into a fixed-rate contract with Severn Trent. The problem with this is, if a staff member takes a day off, we are paying for it. Severn Trent just keeps the money. I am sure our employees have taken days off, but over the last ten months, we have paid \$9,397.16 each month for days on and days off. Overtime is a separate line item. It is very, very difficult to receive documentation. I have some concerns with this. The bigger concern is that I thought Severn Trent was doing this as a pass-through. Apparently, they are not.

Mr. Moyer stated I think they add an overhead component, so I do not think it is a dollar-for-dollar pass-through. I have no argument with Mr. Berube whatsoever. I think we need to clarify what we want from Severn Trent. This is their standard protocol. When you hire a contractor, such as Davey Tree, you do not go in and say that this particular employee earns \$12 per hour and we are going to pay Davey Tree \$12 per hour. I am not saying they are looking at this correctly. I am saying that you are looking at it that it was supposed to be a pass-through, and they are looking at it that they are bringing employees into Severn Trent as part of a master contract and they are doing it on a fixed fee. I need to get them to understand what the Board wants, and they are certainly entitled to receive some sort of overhead. It will not be dollar-for-dollar. There is just too much liability for employees to have a dollar-for-dollar fee.

Mr. Berube stated I am not arguing that point, but I do not think we knew that. I agree with you that they should receive something for overhead, and if it is 3%, that is fine. They need to tell us. We have three employees. One makes \$15 per hour, one makes \$12

per hour, and one makes \$10 per hour. They work 40 hours per week. Their benefits cost, whatever that is, will be a multiplier on top of their salary.

Mr. Moyer stated that is correct.

Mr. Berube stated now the cost per hour is about \$17, \$14 and \$12, and they work 40 hours per week. This month's bill is x, times our multiplier, and that is what we are supposed to pay. That is not where we are at right now.

Mr. Moyer stated I will try to get that clarified for you. I think the formula is pretty simple: direct hourly rates times 1.28. The 28% covers FICA, health insurance, and those kinds of costs, which are a direct pass-through. Then on top of that, they are adding some percent.

Mr. Berube stated that is fine.

Mr. Farnsworth stated not all companies will give you access to individual pay scales of employees that they have assigned to your tasks. They will not give you that kind of information.

Mr. Berube stated I understand, but the difference here is, these employees are approved by this Board, and we set how much they are going to be paid.

Mr. Farnsworth asked the individual employees?

Mr. Berube stated yes, our field employees. We set the pay scales, and we tell that to Severn Trent. We tell them when one is hired, what he is to be paid and when he gets a raise. It is a little different. Severn Trent is the legal employer and they handle the human resources, but the employees work at this Board's behest.

Mr. Moyer stated even that is a problem.

Mr. LeMenager stated I am not in agreement with what Mr. Berube just said.

Mr. Berube stated if we did not pay Severn Trent the money, then these employees would not have a job.

Mr. LeMenager stated I appreciate that, but the employees do not work at our behest. They can only work legally for Mr. Moyer. This Board is a policy-making body. We are not a management body, so keep that in mind. I will ask Mr. Qualls to confirm if that is correct.

Mr. Qualls stated the Statute says that the District shall have a District Manager who shall manage the works of the District. We have advised consistently that it is the District Manager who should be handling this particular function. What I hear the District

Manager saying as far as Severn Trent's role is correct, but there needs to be an understanding that since you pay the District Manager, what that encompasses and how that works and what it costs.

Mr. LeMenager stated where I am in agreement with Mr. Berube is that it is a bit of a surprise to me, as well. I never thought of it that way, either. I thought that we had employees and Severn Trent is running it through payroll and then billing us each month.

Mr. Moyer stated I probably am the most guilty in this. Back when I had my company, that is exactly what we would do. It is not that big of a deal, frankly, to hire someone, agree on the wage, I paid them through my company, and I was reimbursed from the District. With a bigger company, that is not exactly an easy thing to do. They have categories of employees, and they employ 3,000 or 4,000 people. They have certain categories, and they have rates within those categories. Everyone we want to hire for this District has to be forced into one of those categories. Sometimes that does not align with what we want to do. Mr. Haskett and I have both had trouble with that. But that is a big company system. Sometimes we have difficulty getting the type of raises that this Board wants, because that is not their company policy. Sometimes the company does not give 3.5% raises. Sometimes the company does not give their employees anything. Yet they have to view those employees as company employees and not as District employees. It is very awkward. It is really the worst of all situations. In its simplest form, it works wonderfully. If it were my company, Mr. Haskett would provide some direction in the field but it would still be my employee. I would pay him what you tell me to pay him, and you pay me back. That just does not fit with a big company. Can I get them there? I do not know if I can. Mr. Farnsworth brings up a good point, and I am not even sure they are going to give you the information you want because they are Severn Trent's employees and they may have restrictions on that. I think the best I am going to be able to do for you is at least on an annual basis to audit what you are looking for is for them to show the hourly rate paid to the employees, how much was for benefits, how much was spent as Severn Trent on these employees—maybe not on a per-employee basis but on a per-category basis—and then look at what the District was actually billed by Severn Trent. If there is a discrepancy, then we can go back to them and say they need to explain the discrepancy. I would be surprised if they provide that information on a monthly basis.



Mr. Walls stated personally, I would be fine if you just had the hourly rate for the employees including benefits that we pay to Severn Trent for everything for this employee. I do not care what you pay or what Severn Trent pays them or what benefits they get. I just want to know the hourly rate that we pay to Severn Trent for this employee. If they can show something like that, I am fine with it. I do not think anyone wants to get into the details of how much we are paying the staff hourly and those kinds of details.

Mr. Moyer stated it is different, and I agree with you. I will do my best to provide something that makes sense in the final analysis. I know for a fact that Mr. Berube, Mr. Haskett, Mr. Golgowski and all of us look at these as Harmony employees. We want to treat them well, which is why we have a 3.5% increase. If we were budgeting for a Severn Trent employee, maybe we would not give them a 3.5% raise, but we want that 3.5% to go to these employees that are Harmony employees.

Mr. Walls stated I agree, but they can come to us and show the hourly rate for this year, which includes the raise, showing the total of benefits and overhead, how much we pay for that employee. Who is approving the amounts that we pay now? Initially, who approved what we are paying for Mr. Druckenmiller?

Mr. Berube stated we do.

Mr. Walls asked but for Severn Trent and their total amount? I never saw an agreement that said how much we are going to pay Severn Trent for Mr. Druckenmiller's services. I see the total on the invoice, though.

Mr. Berube stated the way we did it was we decided on an hourly rate, and it changed because he took on the irrigation monitoring and repairs. There was always a multiplier when it was calculated in the budget, and I recall 23% or 33% to cover the miscellaneous benefits and other things.

Mr. Walls stated if they showed that to us on an annual basis or whenever changes are made to that agreement with that employee that changes the total cost for that employee, I would be fine with it, as long as we are in the loop and know what is going on in terms of how they are paying the employees and how much the cost actually is to us. I want to make sure we are getting what we are paying for.

Mr. Berube stated that is the bottom line. This is the public's money. We have been paying this \$9,397.16 each month for the past ten months. Prior to then, it was a different

amount. Now effective October 1, the contract increases. We put in a 3.5% boost in there, and Severn Trent will clip that right away. We need to remember the reason this all started is because Mr. Belieff was no longer an employee and Severn Trent did not remove him from this monthly fee. The question becomes, if no one had said anything and we did not hire someone for six months, would we have paid Mr. Belieff's salary for another six months? I think the bottom line answer is that we probably would have. Granted, Severn Trent would probably have credited it back, as they are doing now. What concerns me is everything we have gone back to them in this email exchange, the numbers keep changing. They do not even figure out that there are 52 weeks in a year. When they make their calculation, they are using 12 months times four weeks, which is why the numbers are always off because there are 52 weeks in a year and they are working on a 48-week basis. I have a real concern with their ability to document things. Every time we have asked, the documentation gets blown up. Last month Mr. Walls asked about the resident who was quoted two different numbers for his assessment payoff, and we do not know who is right and who is wrong.

Mr. Farnsworth stated using 48 weeks is fairly standard and allows for the holidays and so forth.

Mr. Berube stated to figure out these credits, when I challenged them a little bit, they took a fixed yearly rate, divided by 12 months and worked it out by the week, which does not necessarily add up.

Mr. Moyer stated you are absolutely right. It is an accounting 1 type of a person who is doing this analysis, not recognizing that there are 26 pay periods and doing it on a 48-week basis instead of 52-week basis. Those numbers will not add up.

Mr. Berube stated it does not add up, as you have seen. The email exchange is stunning every time you ask how they arrived at a number. There is a picture of an email with an adding machine tape photocopied onto it saying this is how they got to the number. I think it might be time to look at a separate payroll service. There are some available.

Mr. Moyer stated I am with you 100%, and this is something we discussed even having Severn Trent act like a payroll service. Frankly, I prefer using a separate payroll service if we go in that direction. The problem is where you are going to get benefits for the employees.

Mr. Berube stated I researched payroll companies this morning, and several companies came up as providing payroll services, benefits, workman's compensation, and so forth. One was Southeastern Personnel Services, and they had a nice website and indicated they could handle all these issues. It comes down to cost. We do not even know what we are paying Severn Trent at this point for handling this for us. Before we even investigate using another company and figuring out how much that might cost, we need to know from Severn Trent how much they are charging us.

Mr. Moyer stated I can get that information. it was all done by formula, and I provided what I thought the formula was. Let me get that confirmed and we can discuss this further next month. The nice thing about Severn Trent is, they may have difficulties in doing some things, but once they get through the process and if they need to true it up and make adjustments, they will do that.

Mr. Berube stated I understand that, but we should not have to be analyzing everything. There is a whole package of numbers that they provide every month that we put a lot of faith in. We have our financial statements audited every year, and those auditors just audit the numbers that Severn Trent provides. That is what the audit says.

Mr. Moyer stated that is correct.

Mr. Berube asked if a real forensic audit was performed, what might that turn up? I do not know.

Mr. Moyer stated keep in mind that part of the audit process is to look at whether or not the system has sufficient checks and balances. I am not concerned on a forensic audit because all the invoices are coded and approved by field people who have direct knowledge of the service. I approve the engineering and legal invoices because I have direct knowledge of those services. I know we are struggling with the personnel issue, but I do not have any real concerns about a significant amount of our budget being misallocated. It cannot happen.

Mr. Berube stated it all seems to work quite well, but when we pick on these issues that come up, there never is a really clear answer.

Mr. Moyer stated we are trying to custom make a car in a Ford manufacturing process line, and it is going to be a struggle. We just have to keep working through it. I appreciate you digging through all of this. I have absolutely no problem with this. I think Severn

Trent wants to do the right thing, but this does not fit in with their big business model on the way they run things.

Mr. Berube asked can someone in Mr. Moyer's office, not Severn Trent, see about finding a comparison of an outside human resource services company. Ms. Brenda Burgess does a good job with these kinds of things.

Mr. Moyer stated yes, she does. We will look into it.

Mr. Berube asked along those same lines, has Mr. Haskett received any approvals from Severn Trent about a third employee? Has that moved anywhere?

Mr. Haskett stated no.

Mr. Berube stated this is the next thing. We are burying Mr. Haskett with boat reservations and everything else, and we need to get approval from Severn Trent to transfer the hiring of another employee to be done locally, as we have done before. Can you speed that up? We are going into the third month.

Mr. Moyer stated yes, I think we are fine to proceed in that manner. There is a long story on that, which is interesting.

Mr. LeMenager stated we hear that it is an ongoing issue and it is a revolving record. There is a skip there, and we keep skipping to the same point. I quite like Mr. Berube's idea of going to a specialist firm that just hires and manages employees. Clearly, Severn Trent is not in that business. They are in the business of doing all the right things to keep CDDs legal, which is fine, as well as HOAs and all the other things they manage, but clearly they are incompetent at actually putting things together and getting employees hired at this level. If it takes three months to provide a piece of paper to Coral Springs to fill a job here in Harmony, I am guessing we can find a company right here in Orlando that would respond to us very well.

Mr. Moyer stated it is not a criticism of Severn Trent, other than the fact that what we want them to do, does not fit with their basic business model.

Mr. LeMenager stated that is fine, then we will find someone who can do what we want them to do.

Mr. Moyer stated Severn Trent's core business is running utility plants. It is just like Davey Tree. They come in and are responsible for the operation of a system. Their number of employees is based on the bottom line, compliance, and their expertise. Utility plants need five employees and if one of them leaves and they are left with four, they

send someone in on a part-time basis to make that all work. The client never gets to that level of saying that they are not going to pay because one of the employees left. That is why these are viewed as fixed-fee contracts. They get paid one-twelfth of their contract each month. That is Severn Trent's model, and frankly they are struggling trying to figure out how to make this thing work. The better fit is what you are suggesting, and that will be a better fit than what we currently have.

Ms. Kassel stated I think this issue has been thoroughly discussed and we should move on.

Mr. Berube stated the OUC deposits have disappeared from the OUC bills. The last I read, they were going to be credited in fiscal year 2013. I do not think we have seen the credit yet. The deposit line has disappeared from the bill, so where did it go?

Mr. Moyer stated I will confirm if we received that credit.

Mr. Berube stated it does not appear to be credited yet in the financials.

Mr. LeMenager stated there is an invoice from David Dalton dba Damaged Tree Replacement. Is that the insurance claim we are trying to get back from the vehicle owner's insurance company?

Ms. Kassel stated no, that is something they were going to pay us directly. I was going to ask under Supervisor Requests if we have received payment.

Mr. Berube stated David Dalton is Triple Palm Landscape.

Mr. Haskett stated David Dalton replaced the street tree on Five Oaks Drive, which is what the invoice represents. We did receive payment from the vehicle owner for that damage.

Ms. Kassel asked was that for both the work by David Dalton and by Davey Tree?

Mr. Haskett stated yes.

Mr. LeMenager asked where is that reflected? That was my understanding of what we were going to do.

Mr. Haskett stated it may not be reflected in these financial statements since they paid just recently.

Mr. LeMenager asked but we are being reimbursed?

Mr. Haskett stated yes.

Mr. Walls asked is staff still looking into the discrepancy between the two paydown amounts?

Mr. Moyer stated I will provide a report on that.

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

**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.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Qualls stated as was already mentioned for the tree trimming, that was completed about 24 hours after the last meeting. The other item was to look into whether or not the District could give a reward for someone who reported a person who vandalized or did graffiti on District property that leads to an arrest and prosecution. I researched that, mostly through Google since there is not a lot in Florida law regarding this issue. Interestingly enough, I have not seen where other governments have done something like this; it is not common in the State of Florida. I did see in San Francisco that there was a combined effort among law enforcement, the State Attorney, and local government to grant a reward and there was an application made out. There is precedent, and that is the basis of my answer. If you want to move in this direction, pursuant to Chapter 190, Florida Statutes, there is a catch-all provision for your powers, which is anything that is proper or necessary and so forth. I hesitate to use that provision to say you have the authority, but what you are doing makes sense. Practically speaking, the only way it will ultimately work is if you have some participation from law enforcement and from the State Attorney's office so that everyone is on the same page and the sheriff will come out and investigate and so the State Attorney is comfortable with prosecution. If you want to move forward, I think we can get it done, and I think you will want to work with the other entities that will play a role in the process, just to get their participation up front, which I think will make everything easier later.

Mr. Walls stated most of the time there is a conviction stipulation on the reward notice.

Mr. Qualls stated that is correct, it has to lead to arrest and conviction or else the award will not be paid.

Mr. Berube stated in reality, the timeframe from the report to the time of paying out could easily be a year.

Mr. Qualls stated that is correct. It is not uncommon for the legal process to last that long.

Ms. Kassel stated we have somewhat sidestepped the immediate need to do that by purchasing and installing these cameras.

Mr. Berube stated the cameras will support the prosecution. The obvious next step is, if it is prosecutable, then the reward will be paid after that.

Mr. Walls stated you will only issue a reward if something is substantial or something that is ongoing. Perhaps we see how these cameras are working to see if the activity stops or to see if we catch people. Then obviously there is no need for a reward. It is used on an as-needed basis if something really bad happens or if something continual happens, to help put a stop to it. It is good to know offering a reward is a possibility.

Mr. Qualls stated I noticed in reviewing the minutes that I had committed to the Board to send the information relating to Ms. Kassel's question about attending meetings by telephone, which is fine as long as three members are in the room. I provided Ms. Kassel with five Attorney General opinions. I will email them to the Board.

Mr. Berube stated I thought I read something from you on that. Are you sure you did not send it to us?

Mr. Qualls stated I might have, but I do not remember. I thought I sent it only to Ms. Kassel, and I noticed that the email was sitting at the bottom of my computer yesterday, so I hit "send." I apologize for that, and I will email that to the Board. The bottom line is that you can attend meetings remotely as long as there are three people present in the room. The key is that you have to be able to actively participate in those meetings, which means we will need to take some extra time to make sure Skype is set up so everyone can hear each other. I have participated by telephone in the past, and it is tough to hear. That is just the state of technology, which I think is rapidly improving. Under extraordinary circumstances when people cannot attend, we need to take extra steps to make sure they can actively participate.

Mr. Berube stated I have participated by telephone before, and I agree it is very irritating to follow along.

**B. Engineer**

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

**NINTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Kassel stated I have two follow-up questions about insurance. One was for the fountain motor that we were going to see if that would be reimbursed through insurance.

Mr. Moyer stated I know we are working on that, and I followed up on it. I will provide a report on that.

Mr. Berube asked is that your office or Severn Trent?

Mr. Moyer stated Severn Trent.

Mr. Berube stated we may not see that very quickly. How much did we spend on that motor? I recall \$14,000.

Mr. Haskett stated it was just over \$6,000. Severn Trent has been communicating with me on the documentation to provide to the insurance company, so I know it is in that process.

Mr. Berube asked do we have a deductible on that policy?

Mr. Moyer stated yes.

Mr. Berube asked are we meeting the deductible?

Mr. Moyer stated I believe it is \$5,000.

Mr. Berube asked so if we recover monies from insurance, we might recover \$1,000 by filing this claim?

Mr. Moyer stated I think it is already in process and Mr. Haskett has provided the information. We should just let it run its course and see what happens.

Ms. Kassel asked was the fountain repair more expensive than that?

Mr. Haskett stated no, it was just over \$6,000.

Ms. Kassel stated it is probably not worth it, but the doggie pots would not be covered by insurance.

Mr. Moyer stated that would not come close to the deductible.



**TENTH ORDER OF BUSINESS**

**Adjournment**

The next meeting will be Thursday, December 20, 2012, at 6:00 p.m.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, the meeting adjourned at 10:40 a.m.

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Gary L. Moyer, Secretary

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Steve Berube, Chairman