

# MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 20, 2012, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

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

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls ( <i>by phone</i> )	Attorney: Young vanAssenderp, P.A.
Greg Golgowski	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 6:00 p.m.

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

## **SECOND ORDER OF BUSINESS**

### **Approval of the Minutes of the November 29, 2012, Regular Meeting**

Mr. Berube reviewed the minutes of the November 29, 2012, regular meeting and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 8, fifth line down, the last word should be “hardy” instead of “hearty.” Page 31, second line down, the first word should be “award” instead of “aware.”

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to accept the minutes of the November 29, 2012, regular meeting, as amended.
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**THIRD ORDER OF BUSINESS**

**Audience Comments**

Mr. Rich Martz stated we did a pond cleanup one time around June or July, and there was a second one scheduled but it did not happen because of Hurricane Sandy hitting our area that week. I purchased a bunch of rakes to remove weeds from the water, but they fell apart because they were cheap. Is it possible for the Board to come up with some rakes to do this cleanup? We have always received the gloves and the can liners from Mr. Bill Fife. We just provide the labor to trudge around and pull weeds out of the ponds. We do not do the golf course ponds; we just do the CDD-owned ponds that are not already professionally cleaned or maintained. It would be wonderful if we had a dozen or even six rakes and some other apparatus we could use to pull the weeds out of the ponds. I noticed as construction has picked up, I see a lot more stuff in the ponds. With the beautiful improvements at Lakeshore Park, it would be nice to get the weeds out of the water.

Mr. Berube asked after their use, would these rakes remain for the use of the community?

Mr. Martz stated yes. The hope is to do this every six months. I think every three months is probably overkill and would get us out of the summer months.

Mr. LeMenager stated we could keep them in the storage locker.

Mr. Berube asked you are essentially asking for a steel lawn rake?

Mr. Martz stated probably not. We used a hedge rake and it was only 4.5 to 5 feet long. We really do not want to encourage people to be trudging out in the water because they might get a hold of something that could be dangerous.

Ms. Jeanna McGinnis stated a lot of stuff is either really big and heavy that you have to drag it in, or it is small enough to rake out.

Mr. Berube stated I am trying to get an idea of what needs to be purchased. You are looking for a narrow steel or plastic rakes, a mini leaf rake like a kid would use.

Mr. Martz stated yes. I purchased them on the Friday night preceding the Saturday cleanup, and I had no idea what I was looking for. Hopefully someone else understands a better tool for this type of thing. I had to wade out pretty far to catch some of the stuff. I was thinking of something with maybe a grappling hook or something that we can use to get the bigger stuff out.

Ms. Kerul stated I am sure Mr. Haskett can find something appropriate.

Mr. LeMenager stated we have 20 ponds in the community and only six are owned by the CDD. Should we ask the golf course what they do? It sounds like a great idea.

Mr. Nicholas stated they create tools every time they clean their ponds. They either wade in the water to remove it, or they will create a tool if there is something big enough they cannot reach that way. They have rakes because the small stuff comes out with a sand rake.

Mr. Martz stated maybe we can start with rakes and decide if we want to put some rope around one for the bigger stuff.

Ms. McGinnis stated I do not think they cost as much.

Mr. Nicholas stated I am sure there are plenty of unusable golf sand rakes laying around, and they need to be light for this type of work. We will drop them off with Mr. Rick Druckenmiller and Mr. Paul Calabro.

Mr. Martz stated something like a gaffe would work. Being light is a big deal.

Ms. Kerul stated thank you for this effort.

Mr. Berube stated if it does not work out properly, let us know.

**FOURTH ORDER OF BUSINESS**                      **Subcontractor Reports**

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

**i. Monthly Highlight Report**

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

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

**i. Monthly Highlight Report**

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

**ii. Meeting Attendance**

Mr. Berube stated I was thinking of telling Davey that while they are certainly welcome to attend every meeting, I was going to relieve them of the perceived responsibility of doing so. If they want to attend the morning meetings and try that for a while, then that would be fine.

Mr. LeMenager stated I think they should attend the morning meetings, which gets to the heart of why I think we should meet in the morning. We have professional staff members who do not necessarily want to attend evening meetings.

Mr. Walls stated there are also residents who are professionals and work during the day.

Mr. LeMenager stated we understand.

Mr. Berube stated if the Board agrees, we will let them know they only need to attend morning meetings.

Mr. LeMenager stated unless they have a proposal or something that needs to be discussed.

Mr. Berube stated the reason Luke Brothers had to attend each month is because they needed to be here every month. I think with Davey, things are going along well, and I do not see a need to have them attend in the evenings.

### **iii. Tree Trimming**

Mr. LeMenager asked has the tree trimming process started?

Mr. Berube stated they are all over the place from what I can see.

Mr. LeMenager stated I am trying to figure out where they have actually been. I was on vacation for a week, but if they have done Schoolhouse Road, then I think we have been ripped off. We have been paying \$13,000 to \$15,000 annually for something. Davey comes in and charges \$18,000. Frankly, I cannot see that they did much of anything on Schoolhouse Road, especially with respect to making sure they are taking them off houses. I do not want to pre-judge, but they did quote us a premium price. From what I have seen so far, we are not receiving a premium product.

Mr. Haskett stated they just started on Cat Brier at Schoolhouse going south on Cat Brier. They were a little delayed since they started on the palm trees at the overpass. I will make your comments known to them, just in case they are overlooking anything.

Mr. LeMenager stated this is our fifth year doing this, so all of us have some idea of what we should be expecting. I certainly do not see any thinning in the middle, which I thought was supposed to be part of the process. If you walk down Schoolhouse Road now, there are places where you will hit branches. That does not strike me as what we are paying \$18,000 to accomplish. I walked that road today and it was unclear what they had done and what they had not done. Clearly, you can see from cut marks that they did have someone go down some part of Schoolhouse Road, but I am not sure how much. The message needs to be sent that \$18,000 is significantly more than we have ever paid for this procedure in the past, and we are expecting to receive a pretty nice result for it.

Mr. Berube stated I saw some cutting happening earlier, and there was a blue lift on Cat Brier today that just arrived. They were using some of their regular crew here, from what I saw, doing a little elevating. They were starting to lift some, not at Mr. LeMenager's end of Schoolhouse Road, but where the school is on Schoolhouse Road. There was not very much done, and now the lift has shown up. It has been on-again, off-again.

Mr. LeMenager stated I guess I am wondering what they are really doing.

Ms. Kassel stated I have seen them trimming in front of my house and elsewhere. I presume that if they have been there, then they are not coming back.

Mr. Haskett stated that is not correct. There was a comment made that as part of their normal monthly maintenance fee, they will be uplifting and elevating the canopy of the trees a certain level from the street. They were doing that prior to the lift coming to do the other tree trimming.

Mr. Berube stated I think there will be a lot more tree trimming going on now that the lift is here.

Mr. Haskett stated that is correct. Mr. Garth Rinard apologized for not being here tonight. He had an event with his child this evening.

Mr. LeMenager stated that is not a problem.

Mr. Berube stated let him know he just needs to attend the morning meetings.

#### **iv. Landscape Changes at the LifeStyle Model Home**

Mr. LeMenager stated I would like to discuss the alteration to the CDD easement at the LifeStyle model home. I do not know if the rest of the Board had an opportunity to drive by and see what has been done. My concern is that I thought this Board has a policy of keeping the boulevards looking consistent. By "boulevards," I mean anything that we are paying to be maintained. I was obviously a bit surprised to see something that is being maintained as a boulevard—and as I understand it, a contract—was completely altered.

Ms. Kassel asked is that the issue, that they put down a type of sod and an incomplete amount of sod in a place where a different kind of landscaping material is required because it is a CDD easement?

Mr. Haskett stated there is some history with that portion of the side of that house. Typically, when we develop areas, there are houses that are adjacent to the CDD landscape utility tract within the neighborhoods. The builder or the home owner is responsible for landscaping that area and irrigating it. This is one little piece along Oak

Glen that never had trees or irrigation and was just Bahia sod. When the builder came along to do the landscaping, they were required to install street trees as well as needle grass, irrigate it, and put down Zoysia. There is about 10 square feet that is not complete, and that is supposed to be finished this week. They ran out of turf.

Mr. LeMenager stated but Davey is going to be responsible for mowing that turf.

Mr. Haskett stated as a continuation to keep a clean look all the way through there, I would say yes, and I will ask them to continue to do that because they were mowing the Bahia that was there before. Then it is consistent all the way down Oak Glen.

Mr. Nicholas asked what is the issue?

Mr. LeMenager stated I am wondering what the definition of "boulevard" is. It really comes down to that. We now have a boulevard into one of the most expensive sections of town, which was frankly going to look patchy. It is going to have different kinds of trees on it. It will have a different kind of grass on it.

Mr. Berube asked do we already have Zoysia all along that strip up to that point?

Mr. Haskett stated yes.

Mr. Berube stated the trees that were installed are live oaks.

Mr. Haskett stated that is correct.

Mr. Berube stated the only difference is the trees are smaller.

Mr. LeMenager stated they do not look like live oaks.

Mr. Walls stated they are very little.

Mr. LeMenager stated but it is not the same grass.

Mr. Berube stated yes, it is Zoysia.

Mr. Walls stated it is just not mature yet.

Mr. Nicholas stated Zoysia goes all the way up to the monument there.

Mr. LeMenager stated Mr. Haskett indicated they took out Bahia and they put in Zoysia.

Mr. Haskett stated that is correct.

Ms. Kassel stated Bahia is pre-construction grass.

Mr. LeMenager asked are you saying there were two kinds of grass along there before?

Mr. Haskett stated yes. When areas are not irrigated, we always install Bahia.

Mr. LeMenager stated I never noticed that.

Mr. Berube stated there is Zoysia there, then the little patch, and as you continue into the Estates, it becomes Bahia again because there is no irrigation. So yes, there will be a patchwork of grass right there, but there is no other choice.

Mr. LeMenager asked so all the grass will all match now?

Mr. Haskett stated yes.

Mr. LeMenager stated that is fine.

Ms. Kassel stated it will all match when the homes are constructed.

Mr. LeMenager asked so if I go look at the other lot on the opposite side of the little park, I will see that it is a different type of grass?

Mr. Haskett stated that is already Zoysia. It was a bit of a mistake.

Mr. Berube stated all the houses that are going to be built on that circle will be Zoysia. They will have to be now.

Mr. Haskett stated no, not in the circle, on Oak Glen.

Mr. LeMenager stated so what you are saying is that up to the little park was all Zoysia, and for some reason way back when, we never put in Bahia for up to the property line of the last house. Then we switched back to Zoysia. Now it will all be good grass.

Mr. Haskett stated that is correct.

Mr. LeMenager stated that is fine. I am happy with that.

Mr. Berube asked have they added irrigation along that sidewalk?

Mr. Haskett stated yes.

#### **v. Landscape Enhancements**

Ms. Kassel stated a month ago, we were told that the material for both the west entrance and the roundabout at Cat Brier and Schoolhouse was difficult to get. It has actually only been three weeks later. I was wondering what the status is of that at this point.

Mr. Haskett stated at the west entrance, they installed red fountain grass behind the monument sign. There is still a delay on the butterfly bush, which is good for us with the temperatures we are supposed to be getting tomorrow. It is better to delay it.

Mr. LeMenager stated if I think of the various flower beds around Lakeshore Park, the one across from my house between the two sets of bleachers, they do seem rather bereft of flowers right now.

Mr. Berube stated for whatever reason, they tore all that out.

Mr. LeMenager stated it has all been removed but nothing has ever been replaced. It does look a little bare.

Mr. Nicholas stated we started this discussion by saying that Davey could come to morning meetings and not evening meetings. I do not want to get into a situation where we are pushing all this messaging through Mr. Haskett and all the accountability is on him to deliver the right message. We can either write this up or help facilitate that communication, but they are not here to help resolve these questions. It is unfair to them.

Mr. Berube stated I understand, but most of the time, Mr. Haskett already has the answer.

Mr. Walls stated perhaps that is why they should attend all our meetings.

Mr. LeMenager stated I tend to agree, given they are our number-one supplier.

Mr. Nicholas stated I do not think they would think it unreasonable to attend meetings once a month. Mr. Rinard would have been here tonight except something came up.

Mr. Walls stated I understand that. Once a month every other month is in the evening. It is a big contract, so I think they can attend.

Mr. Berube stated if everyone wants them to attend all the meetings, we will ask them to attend.

### **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 did have one problem that is not listed in the report regarding the swimming pool light. We had to dig up some of the pavers and track down a jumper box, and that light will be replaced tomorrow. One of the seals was bad on it and got water in it. We had to replace the whole unit.

Mr. Berube stated it seems counterintuitive to have electric lights in a pool of water.

Mr. Haskett stated we need to have lights for safety reasons.

#### **ii. Buck Lake Boat Use Report**

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

#### **iii. Solar Boat**

Mr. Moyer stated we advertised for the sale of the solar boat, and the bid deadline was December 14. We received one bid in the amount of \$577 from D Company.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to accept the bid received for the sale of the solar boat from D Company, in the amount of \$577.

Ms. Kassel stated I hate to see that boat go.

Mr. Berube stated I saw it sitting on the trailer. Just to be clear, the trailer is not part of the sale?

Mr. Haskett stated no.

**iv. Consideration of Proposal for Cabana and Pergola Painting**

Mr. LeMenager asked is this for Ashley Park?

Mr. Haskett stated yes.

Ms. Kassel stated I am wondering something on both proposals we received—in the agenda package and the one tonight. In the AAA All Star Painting estimate, for item A1, the last word is “home” and I do not think anyone’s home is being painted. Perhaps that can be amended.

Mr. Berube stated I appreciate receiving a second proposal at tonight’s meeting. I was a little concerned that there was only one. The second proposal saves us \$1,000.

Mr. LeMenager asked did we budget for this?

Mr. Berube stated yes, \$3,000. The second proposal is \$1,000 less than the first one, but we are still over our anticipated budget. At this time of the year, that probably is not a big deal. My second concern is, I think this was the type of project where we anticipated using our in-house staff to perform. I realize we are short one person. If we had a full staff of three employees, would we handle this in-house?

Mr. Haskett stated we could certainly attempt to, but I do not think there would be a large cost savings by doing it that way since we will need to rent a lift. There are repairs that need to be made that are 2.5 stories up, which will be time consuming with the other tasks that the employees perform.

Mr. Berube stated we are paying the salaries anyway. When you consider the costs, it depends if you want to roll the cost of salaries to perform the work or just presume that the salaries are overhead. I think the buildings are less than 2,000 square feet, and there is a pretty fair amount of money with these proposals for that size of buildings. I realize there are other things to be done with the wood structures and other repairs. it was really

my presumption having three staff members normally that projects of this scope would be handled in-house.

Mr. LeMenager asked is it covered in their job descriptions, painting, for example?

Mr. Haskett stated yes.

Mr. Berube stated the job descriptions are pretty wide ranging.

Mr. LeMenager asked are they competent to do the work?

Mr. Haskett stated yes.

Mr. Berube stated the reason I mention this is they already painted the Lakeshore Park building, and they did a stupendous job. It came out really nice, and it came in under budget if I remember correctly.

Mr. LeMenager asked was that the restrooms?

Mr. Berube stated yes.

Mr. LeMenager stated yes, they did a nice job on that.

Mr. Walls stated that was at a point when we had three employees.

Mr. Berube stated I know.

Mr. LeMenager stated maybe we should put it off until we hire the third person.

Ms. Kassel asked can this work wait until we have a third person?

Mr. Berube stated Mr. Haskett has to handle the labor to perform this work, which is another issue of managing employees and managing field staff. If we are able to accomplish hiring a third employee and he is competent with painting and minor carpentry that is involved, would you feel comfortable having our staff do this work?

Mr. Haskett stated yes, I would. Option B would possibly be the areas that are a ways up for repairs on the pergolas, which will be the most time consuming. Perhaps I could get a proposal for just those areas. Otherwise, I am concerned that the project might drag out for a month, which I think is too long.

Mr. Walls stated I agree. My concern is that it would take a long time to complete. The restrooms look nice, but they took a while. When people are going in and out and you have to cover up around the pool and other places, that could be difficult to manage. That is my only concern. I think we have staff people who can do the work, but it is a matter of completing it in a timely manner. Some of this is specialty-type work.

Mr. Berube stated if we are going to bring the work in-house, it will probably not happen during this wintertime period because we are not anywhere near ready to hire a

third employee. Then we are in the spring and summer season, and we would not want to do this work with people in and around the pool since that is a busy period of time. Then we would effectively be delaying this until next fiscal year. I do not think the building looks terribly bad. Clearly the wood structures need painting. We have two proposals to perform the work. We have history with Ledesma. Who painted the Swim Club building? Was it All Star or Ledesma?

Mr. Haskett stated Ledesma painted the Swim Club. I have a lot of experience with All Star, as well. I was surprised at Ledesma's higher proposal but his prices have been a little higher lately. I was happy to see his proposal since it seems he wants to get our work back. I can always look at it over the next month and talk with the staff and get an estimate on what they think is achievable. I can provide a report next month.

Mr. LeMenager stated that still gives us enough time. How quickly could it be done? We would need to get it done by the end of March.

Mr. Haskett stated yes, it should be completed by March or April.

Ms. Kassel asked when do we expect to have another employee?

Mr. Moyer stated we will discuss later on the agenda whether we continue to hire employees through Severn Trent or whether we go out and get a separate employee leasing company. I received a written report from Severn Trent on what they are charging and one from an employee leasing company. We have identified two companies. It is pretty difficult to find anyone who wants to have one employee. The company Mr. Berube mentioned, Southeastern, had a minimum of four or five employees. We found two companies, and they will charge 150% of the salary. Severn Trent is charging 140%. Of the 1.4 multiplier, 1.3 of it is salary and benefits, so they are charging 10% overhead, and these other companies are charging 20% overhead. That is assuming the benefits are the same. Severn Trent provides really good benefits. We will need to research all that information, but that is a decision for the Board. There are certain things that Severn Trent cannot do because they are not set up as an employee leasing company. One of those things is to give you a monthly report. They will identify by employee, not named but by job description, how much they pay that employee. The proposal is, because of the sensitivity you all have, we need to make sure we are not overpaying or Severn Trent is not taking monies that they are not using on employees. At the end of the year, they will true that up for you. They will perform an audit and send you a report. If there are

amendments that need to be made or if they need to send us money back or we need to send them money, they are happy to do that. They cannot provide that report monthly because they are not set up to do that, but they have no problem going back and auditing it on an annual basis.

Mr. Berube stated it just amazes me. They prepare two paychecks a month for each employee, and they know the content of those paychecks to the penny.

Mr. Moyer stated they will not release that information.

Mr. Berube stated but we tell them what to pay the employees.

Mr. Moyer stated that is correct; you tell them the hourly rate.

Mr. Berube stated they do not seem to understand that this is a public entity, but I guess we can just let it be. We can discuss this further under that agenda item. We are not going to hire an employee this week or this month.

Ms. Kassel stated that was my question, how much closer are we to hiring an employee through Severn Trent at this point.

Mr. Moyer stated I think we are 30 days away.

Ms. Kassel stated that brings us to the end of January, which still gives us February and March to complete the work.

Mr. Berube stated effectively, that is correct. We are not going to shut down the whole pool if we do the work in-house or if we hire a contractor. I am fine waiting for 30 days and seeing what our staff thinks. If it involves a little overtime on their part—not 40 hours—if it is efficient to work another hour at the end of the day to continue painting or clean up, that is fine. We are not paying a third employee right now anyway, and I am sure they both might appreciate a few extra hours from time to time.

Mr. Berube stated we will table consideration of this item until next month.

#### **v. Dog Park Playground**

Mr. Berube stated we discussed the landscaping at the dog park playground, since we removed the fence. We discussed the possibility of putting in another swing set.

Mr. Haskett stated I have not had an opportunity to look into that yet. There were a couple items you suggested we look at, including a swing set. We also budgeted for a shade structure over the Swim Club as well as furniture at the Swim Club. I need to get those moving, so by the next meeting, I doubt it will be in the agenda package, but I should have information by the next meeting.

Mr. Berube stated that is fine. One of the reasons for asking is, as the Board is aware, we removed the fences at the dog park playground. There should be some sort of landscape/cleanup like what we did at Lakeshore Park where we enclosed the play area and made it look finished.

Ms. Kassel stated we have a number of beds that are unfinished.

Mr. Berube stated the whole place needs to be spruced up, and that is where I was aiming. With the fence gone, there is a big grassy area behind it. Our swing sets get a lot of use, and I contemplated putting in another swing set there and shading that swing set and that playground like we did at Lakeshore Park, except this time, shading the swing set. That will do several things. Swings are the most popular playground equipment we have. Quite by accident last time, the swings we have were left out of the shade structure. This time, the shade structure would include them.

Mr. LeMenager stated the swings at Lakeshore Park are to be shaded by trees. The trees that have been planted there will become huge and will provide significant amounts of shade in the summertime. They will of course lose their leaves at this time of year when the sun is at its least ferocious. With respect to putting up more shade structures, I have said before and I will say it again that we need to think in terms of being an environmentally friendly community. If we want to have shade, that is great. We need to design trees into the process, which we have now done at Lakeshore Park. It is a very efficient way to go. Those sycamore trees do grow and provide incredible amounts of shade.

Mr. Berube stated I agree we are environmentally friendly, but we should also be kid and dog friendly. We try to do both. Ultimately the trees will provide shade, but it will be five or 10 years, and we have kids on the playground now, a lot of kids. I am just bringing this to the Board's attention, looking for consensus to give Mr. Haskett guidance. I think a swing set and a shade structure might cost about \$15,000.

Mr. Haskett stated that sounds like a fair estimate.

Ms. Kassel stated I do not know if there is actually room for a swing set there. I am by that park a few times a day. People make the trek from the double gates at the dog park to the small park, back and forth. There is a sidewalk, but there is not a lot of room for a swing set. I also recall after the shade structure was installed at Lakeshore Park, we

realized that trees would have been a smarter move and we could get sizable trees for the amount we were spending on a shade structure.

Mr. LeMenager stated that is true. You can put in an awfully big tree for \$5,000 or \$10,000.

Mr. Haskett stated the only precaution you would need to keep in mind is there are two gas lines that go through that area. If you look at the large dog park, you will see the trees are scattered because you cannot plant them right on top of the gas line. We will need to look into that.

Mr. Berube asked in general, are we fine having another set of swings and we are thinking the shade should be trees?

Mr. LeMenager stated those are my thoughts.

Mr. Walls stated I would like to see the costs. I do not go down that way, so I do not know how often the playground gets used.

Ms. Kassel stated it is used every day.

Mr. Berube stated kids are there all the time, and the swings are popular.

Mr. LeMenager stated I would think it would be used by kids in Birchwood. If you are a little kid, walking all the way to Lakeshore Park is a bit of a hike.

Ms. Kassel stated there is an area with a barbecue pit that is a little closer to the ponds but it is not on the gas line. I do not know if it is possible to have a swing set over there with shade trees, because that is not on the gas line. It would still give room around the playground and not intrude with the gas line, it would be available for shade, and it would be very close to the existing playground. That might be an option.

Mr. LeMenager asked if we are discussing swing sets, what about that nice little park in the Green neighborhood? Swing sets are a huge hit. I have said a few times over the years that at a certain level, we are the department of parks and recreation.

Mr. Berube stated we are.

Mr. LeMenager stated we have installed a lot of facilities over the years, but that is perhaps the most popular.

Mr. Berube stated we already have a swing set in the Green neighborhood. It is a small one, and it is different from what we have at Lakeshore Park, in that, it is a more compact single two-seater. That is why I did not think space would be such an issue.

Mr. Haskett stated I will come back with some ideas for you.

Mr. Berube stated I would like to see ideas for swings, trees, and sprucing up that area to make it look finished. It is a park, and it is what we do. What did the shade structure in the pool area cost?

Mr. Haskett stated the one at the pool was about \$5,600. I was there this evening, and that pool gets a lot of use. The difference between this one and the other one is, the other one has the cabana where people can sit. There is a huge area over there where you might consider doing something more than just a cantilever shade. Doing something a little more substantial would be worth considering.

Mr. Berube stated what I see during the summer when I am there is that everyone gravitates to that single shade structure, or to a lesser degree, they go to the shade area near the restrooms. I see chairs under there all the time. At a minimum, we could consider a proposal for another one of those shade structures and if Mr. Haskett has some other ideas for additional shade, we would like to hear them. I am not saying we will do anything about it right now, but we can look at them.

**vi. Maxicom System**

Mr. Berube asked does Mr. Druckenmiller feel comfortable with Maxicom? What does Mr. Haskett think about a transition?

Mr. Haskett stated I would not feel comfortable moving Mr. Druckenmiller into a situation where he would need to have the computer skills necessary to monitor the system. It takes a lot more than just knowing how to push a few buttons on a computer. You have to know plants and landscaping. There are soil conditions and transpiration and other factors involved. He could probably struggle through it, but I do not think it would be fair to him to make him struggle through it. Mr. Golgowski and I have been discussing this, and we knew that eventually, the Walker contract would be questioned as to whether or not it was worth the money. We talked with Mr. Mike Walker and Mr. Aaron Smith, who did all of our irrigation mapping. Mr. Walker understands that we may not be seeing the money's worth that we would like from the monitoring. He is willing to move away gracefully from that. In return, we would like to consider Mr. Smith as a contact point if Mr. Golgowski or I get stumped on occasion. We need to be able to call someone to solve the problems for us. It can be tricky sometimes.

Mr. Berube stated Mr. Haskett went to the Maxicom training.

Mr. Haskett stated that is correct.

Mr. Berube asked did it cost about \$800?

Mr. Haskett stated the first two days cost \$800, but there is another two days that I should have taken. There are courses for hardware and for software. I took the software course.

Mr. Berube stated that is the tricky part of the system.

Mr. Haskett stated yes.

Mr. Berube asked would Mr. Druckenmiller feel more confident if he received that training?

Mr. Haskett stated I do not think so.

Mr. Berube stated Maxicom is essentially Windows-based and can be used on any computer. Is it free software that is available anywhere?

Mr. Haskett stated no, we have a license agreement and is something that only two or three of us have access to. You can login remotely to it.

Mr. Berube stated the whole point is to get value for our money, and we are spending \$3,000 annually for Mr. Walker's services. He is willing to walk away. Mr. Smith would come in as a backup contact for Mr. Haskett and Mr. Golgowski. I anticipate that we would save some money from that \$3,000 by having limited contact with Mr. Smith. Is that a fair presumption?

Mr. Haskett stated yes.

Ms. Kassel asked is he asking for a retainer or would he just be available as needed?

Mr. Haskett stated he is not asking for a retainer. Mr. Smith has been our technical advisor if we have a controller issue, and he has been very good with us. He does not charge us for certain things. Mr. Smith and Mr. Walker communicate with each other, so Mr. Smith can take it on with no hard feelings.

Mr. LeMenager stated let us take one short step back. We are talking about a lot of technical detail. Let us make it clear, especially for Mr. Farnsworth. What we are really talking about, the only reason we are discussing this, and the only purpose of this is to save money on our water bill. We save tens of thousands of dollars each year because of these systems. That is really the only reason we are discussing this. Any solution that allows us to continue to save the money on our water bill is welcome because that is the sole reason for it.

Mr. Berube stated the bottom line is, as Mr. Walker told us a year or so ago when we asked what we receive for our \$250 per month, he said not much.

Mr. LeMenager stated that is true; I remember that.

Mr. Berube stated that is because our system does not have the flow meters. Basically, all he sees is a screen that shows one zone did not run last night. I am not sure Mr. Walker's services are accomplishing the saving of water dollars. The system itself does, as well as keeping it fine tuned.

Mr. LeMenager stated the first year, the water bills went from \$130,000 to \$90,000 annually. That is a substantial amount of money.

Mr. Berube asked everyone is fine with making the transition away from Mr. Walker and having Mr. Smith come on board? Perhaps as time goes on, we will get Mr. Druckenmiller trained if he feels comfortable transitioning into that role.

Mr. Haskett stated that is my hope, but I do not want to tell him he has to do this in the next three months.

Ms. Kassel stated especially since we have only two employees.

Mr. Nicholas stated that is a smart approach. You have an independent, elected governing body. You have a contract with Davey. You have a computer in the developer's office. I think it is good to have some independent source that is watching things in case someone wants to look at it or do an audit. You will see the hourly savings, and I think this accomplishes your goal.

Mr. Berube stated I think Mr. Smith has been pretty straightforward in his dealings, and I know he gets along well with Mr. Druckenmiller. I am fine making the transition to Mr. Smith.

Ms. Kassel asked do we need a vote to proceed? Is there a contract to dissolve? Is it just on a month-to-month basis?

Mr. Berube stated I am pretty sure we go month-to-month.

Mr. Golgowski stated we had an agreement a number of years ago, but now it is just an ongoing service. Mr. Walker is comfortable stopping his service any time.

## **FIFTH ORDER OF BUSINESS**

### **Developer's Report**

#### **A. Request from Harmony Community School for Approval of a Middle School Project in the Harmony Parks**

Mr. Golgowski stated this is a project between the Harmony Institute and the community school, specifically Mr. Boisseau-Becker's English literature class. They did an exercise of finding excerpts of poetry that dealt with nature. The Institute would like to

recognize those through these signs placed in the parks. There are six signs, total. They are printed on metal sheets, but they need a stand to be displayed properly.

Mr. Farnsworth asked is that the size?

Mr. Golgowski stated this is exactly the size.

Mr. LeMenager asked will that get vandalized?

Mr. Golgowski stated it will be screwed onto a metal plate that will be anchored to a wooden post.

Mr. Farnsworth stated if that is the size, it is something you will need to walk up close to read.

Mr. Golgowski stated that is correct.

Mr. Berube stated there are other signs that are similar to this. There is one on the walkway to Buck Lake, some young kid sitting on the ground.

Ms. Kassel stated I am a little confused because it says the Institute would like the CDD's permission to place them at locations in the community parks. They are not just looking for our permission; they are looking for us to pay for installation.

Mr. Golgowski stated that is correct.

Mr. LeMenager stated basically they are giving us these wonderful plaques and they are asking us to display them.

Mr. Berube stated and pay for the display.

Mr. Golgowski stated to be a partner in this endeavor.

Mr. LeMenager stated we should thank them for the wonderful gift of these plaques and the excellent endeavor on the part of the middle school. This is the kind of thing we want to do.

Mr. Farnsworth asked what is the anticipated lifetime of putting up something like this?

Mr. Golgowski stated five to seven years.

Mr. Farnsworth asked so they will be removed after that time?

Mr. Golgowski stated probably.

Mr. Berube asked have you chosen locations yet?

Mr. Golgowski stated not specifically. There is one dealing with dogs, so the dog park seems a likely location.

Mr. Berube stated I think they need to be prominent but not obtrusive to avoid the obvious need for putting up a trail camera to watch the signs for a period of time.

Mr. Golgowski stated because they will be in parks, we do not want people running over them, either. We want to place them strategically.

Mr. Nicholas stated the Institute came to Mr. Golgowski some time ago and said they had this idea they thought was great. The partnership was that we would pay for the printing of one portion of the sign and they would pay for the mounting of the sign. When it came time to assemble the sign to our standard, the pricing was a little beyond their expectation. So we produced them. We did the printing in-house. We did the metal backing so they are ready. The standard mount does not align well with the Institute's original expectation of their portion of the costs. We still think it is a good idea and we are still willing to participate, but these kinds of things are presented to us often, and this is a community kind of project. We funded the first couple hundred dollars' worth of investment.

Ms. Kassel asked has the Institute actually invested any funds in this?

Mr. Nicholas stated they did the work with the class. It was a participating program for kids, so I think the answer is yes.

Mr. LeMenager stated I think it sends a positive message to the kids in school, that they can see the fruits of their labors.

Mr. Berube asked is the partner the school?

Mr. Golgowski stated the school and the Institute.

Mr. Berube stated I am fine partnering with the school. I am less inclined to partner with the Institute.

Ms. Kassel stated but the Harmony Institute is on every single sign.

Mr. LeMenager stated so is Harmony Community School. It includes both.

<p>On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to authorize the mounting and installation of signs in District parks, locations to be determined, in the amount of \$570, as discussed.</p>
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Mr. Berube asked where will this be funded from, Parks and Recreation?

Mr. Moyer stated we have a capital project line item, so we will include it there since it has a useful life of more than two years.

### **B. Harmony Community School Landscaping**

Mr. Nicholas stated we spent some time with Mr. John Davis. He is very appreciative and open to accepting any help that we can provide. There are two routes we can go. I spoke about this with Mr. Qualls, also because I wanted his perspective on it. The first route is the full-blown interlocal agreement between the CDD and the School District, getting attorneys involved to make sure everything is in order. That is obviously a cumbersome route but one that is available to us. Should we choose to go that route, Mr. Qualls's criteria includes the CDD has a very clear and distinct benefit for whatever we are giving up in return for those services. The second route is, because the principal is cooperative and basically has the authority to do anything on his site, would be for the CDD or the development company or a combination of the parties to not have a structure in place but as long as it does not impede with learning, we could randomly perform the activities that we want to do on his site when we felt like it was time to do that. It would be an agreement between us and Mr. Davis, and it would not be something in perpetuity he would be responsible for. He can choose to do it or not do it on a case-by-case basis. Perhaps there is some mulching or planting that needs to be done a little deeper or at certain times of the year, and the maintenance would be performed on an as-needed basis. There are examples of both those routes in the School District and the County, and both work fine. To the question at the last meeting about what are we responsible for and when does it end, certainly it is easier to explain going the informal route, knowing that you would be appreciated for the help. We can perform it on an as-needed basis and price it for each maintenance event. The Board asked about the budget, and I learned more about it a few Thursdays ago when I met with Mr. Davis. They do not have a facilities department that lends any support to the schools on a day-to-day basis. If a chiller goes down or a big hole opens up in a roof, they have qualified teams that come out to perform the big capital maintenance and renovations. But the school is assigned a budget of about \$10,000 annually to do everything inside and outside the school, which includes mowing, sweeping the floors, trash removal, repainting walls, and so forth. There is essentially no money available. Letting Mr. Davis keep the \$10,000 to keep the inside of the school clean and safe would be a pretty big relief for him and it would be for us to figure out some way to handle some things on the outside of the building on an as-needed basis. Our recommendation would be to provide services as needed and provide a one-time event quote as we need it with Davey. To the degree you want to provide the services,

you can set a timeframe of once a quarter or once every couple months, you can go back in and refresh the work.

Mr. Berube stated some of us had some reservations about this last month. This will set some precedent. There are some good reasons to do it, but there are probably some good reasons not to do it. The thing that struck me is that we might be the wrong body to get this accomplished. I think this would be better accomplished with the Harmony Residential Owners Association (HROA). They already do some of this under their self-help program. It would certainly be less structured done through the HROA the way that body operates.

Mr. LeMenager stated I want to hear from Mr. Qualls on this issue because we are talking about using CDD money for non-CDD property. My understanding is that if we are going to do it between governments, I am not sure how informal we can be.

Mr. Qualls stated I might have misunderstood Mr. Nicholas. I understood him to say that the developer would pay for what was provided on an as-needed basis. An interlocal agreement does not have to be super formal and cumbersome. It can be drafted so that the maintenance would be performed on an as-needed basis. Whether it is a formal written agreement or just an understanding, both of those would constitute an interlocal agreement. In order to accomplish that, you need to show certain things in that agreement pursuant to Chapter 163, Florida Statutes. I mentioned some of those things at the last meeting. I think it is doable. What I have been wrestling with is what specific benefits there are to the District, and I can think of some. I cannot think of any monetary or other benefit, but if this makes sense to everyone, we can make it happen. We just need to do it pursuant to Florida law.

Mr. LeMenager stated that is helpful.

Mr. Nicholas stated one recommendation on the benefit is that we designed the school to be community friendly and interactive. We can hold meetings there. We can tell Mr. Davis that we would like to use their media room to host our meetings. I do not know what the legalities of getting the bodies together, but I know the Boy Scouts meet there and a number of other groups meet there. Perhaps that has some value.

Mr. LeMenager stated I think that is a wonderful idea.

Mr. Walls asked what do we benefit? What do we receive in return for mowing any grass or cutting any shrubs? It is all aesthetics. We want to maintain the area

encompassed in the District to a certain level. I think that is what we would be doing if we were to help out at the school. I do not mind the as-needed approach. My concern is if you go down Cupseed along the school, there is a stretch of grass next to the road and the easement that I believe is maintained by the school. It all needs to be pulled out and replaced. If we do that, will it be maintained to a level that will keep it alive where we do not need to do it again?

Mr. Berube stated some trees are missing there.

Mr. Farnsworth asked do we need to take over the irrigation? If so, what is involved with repiping whatever is necessary to provide water?

Ms. Kassel stated that was the question I asked last month. If we do any work there, how do we ensure that what we do is maintained appropriately?

Mr. Nicholas stated it is interesting that the landscape tracts along the other roads are already maintained by Davey. Once you turn that corner, it must start at the school's property.

Mr. Haskett stated actually, we put it in Davey's scope to maintain Cupseed and down Blue Stem to the houses.

Mr. Walls asked that is maintained by our contractor?

Mr. Haskett stated yes, but when they started, it was rough looking. It is irrigated by the school. The only thing the CDD is irrigating is the tract on Schoolhouse Road.

Mr. Walls stated that is another issue.

Mr. Haskett stated I would think if we start considering turf maintenance and improvements on their tracts that we would have control of the irrigation. It is lacking now, and that is where a lot of their issues come from. We need to find out if it is a budgetary reason they are not running the irrigation or not knowing what to do.

Mr. Berube stated it is probably someone not knowing how to turn it on. Why not let the HROA handle this? I know the CDD has more money.

Mr. Walls asked with what funds would the HROA perform this work?

Mr. Nicholas stated the HROA does not employ any contractor, like Davey. The self-help program was a short-term occurrence over a short period of time, and the environment drove that program.

Mr. Berube stated my concern with the CDD doing it is, we will have legal involvement and it will never be as cut and dried as to what this contract is. Every year

something will come up and this will be an ongoing issue. Perhaps one day, the school will be able to handle it. I am not against sprucing up the school. I am just looking at the bigger picture, knowing how these things evolve and the difficulties in multi-party involvement. Pretty soon, we end up with a stack of legal documents, as well as a big legal bill for trying to help the school keep its grass green.

Mr. Farnsworth asked is there anything wrong with going in with the intention of taking it over long term?

Mr. Berube stated I do not think we are saying we will improve their grass for one year and then walk away, because it will just go downhill again. I think we are probably headed into a perpetual arrangement.

Mr. Walls stated in the instance where the grass along Cupseed is ours, my concern is that we have told people who live across the street that they cannot have grass that looks like that. They look across the street, and that is what they see. I think we need to get to a point where we maintain it full time. If we are going to do that section, we may as well do all the way around the school. I hope we can work that out in a cost-effective manner. I think it can be done. It is not difficult mowing grass and trimming hedges.

Mr. Berube stated Davey's proposal was included in the agenda package last month. It indicates landscape maintenance services on the school grounds providing for general trimming and pruning, general bedding and detail, weed control as per the scheduled frequency noted below. The notes indicate mowing services will be provided by others. Who are the others? The school?

Mr. Haskett stated yes.

Mr. Berube stated so we are asking them to mow the grass so it does not look nasty.

Mr. Nicholas stated I do not think at this point we should focus on the scope that was written originally. We still have not cut the plan up with the map. We are still working on the logistics of how to approach the concept. If you can decide that, then right behind that, very quickly we can discuss the prescribed plan for maintenance activities.

Mr. Berube stated if it looks lousy, we can tell Davey to go spruce it up.

Mr. Nicholas stated we need to do the same thing when we bid out the CDD landscape contract. You prepare a map, look at boundaries, walk the site and discuss material and the frequencies. I think that is the exercise we need to do. We are waiting on

that until we decide how to approach it. Very quickly, we can get that part redone to be precise.

Mr. LeMenager stated let me try to be pragmatic. Mr. Nicholas is new in his position at the development company, and Davey is our new contractor. If Mr. Nicholas feels that he can proceed with an informal solution, from his perspective, he wants it to look good so he can sell more houses. We are all in this together, with the objective to make the school look a little better. If it does not look as good as everything else, let Mr. Nicholas have an opportunity to see what can be done.

Ms. Kassel stated before I agree to any of that, I want to know what it will cost us initially to create a look that is up to our standards and what it will cost on an ongoing basis so we can evaluate what kind of obligation we are getting ourselves into. I do not want to say yes before I know that information.

Mr. Walls stated that is what we are asking Mr. Nicholas to provide.

Mr. LeMenager stated I do not think we are saying the school looks like a sore thumb. It is just a matter that we drive by it at times and we see the grass getting rather tall and weeds starting to grow. That is the sort of ongoing issue. Does it have to look as good as a park? No, absolutely not. But on the other hand, we do not want to see the grass getting outrageous and we do not want to see weeds popping up.

Ms. Kassel asked beyond that, how do we ensure that we do not dig ourselves into a deeper hole by the school not maintaining it or being unwilling to water it? How do we ensure that whatever investment we make is maintained?

Mr. Nicholas stated the field is in pretty good shape, but it all takes work. The person in the field managing the project has to interface with those people and learn their controller. It is about teamwork, and it is not perfect. There are still times where our crews managing the ball field take a little while to get things repaired. It is a government, but that is all workable. Once we agree and dispatch people to finalize the deal, then we will have expectations and can watch that. Right now, it just looks bad and we need to get in there, but we need an approach. To Mr. Qualls's point, it sounds like he wants to do the official route, and I would agree with that. I talked with two School Board members and asked them about these other instances. At least two HOAs—ones that provide amenities and are bigger in size that do some of the things the CDD does for recreational items—are doing this on an as-needed basis with no formal agreement. The school

appreciates it and there is a partnership about it. If they stopped tomorrow, I am sure the school would have to figure it out, but there is nothing in contract language where anyone would be in default for stopping the maintenance.

Mr. Berube stated I think it is a plus for the entire community, more than likely. I am fine doing it on an as-needed basis. I think Mr. Davis is a pretty square guy and Mr. Nicholas has a good relationship with him. I do not think he will roll over us, and I do not think we will roll over him. At this point, I think the next step is to talk with Davey about our thoughts on doing this on an as-needed basis. Would that include Davey mowing the grass?

Mr. Nicholas stated I think we start by drawing the boundary and ask Davey what their price would be if they maintained it to the standard of everything else. I think you start there and go backwards from there. That is the approach I would take.

Mr. Berube stated they could blend it in with their other maintenance activities.

Mr. Nicholas stated I would start the conversation there. We may not end up there, but I think that is the first number we want to see.

Mr. Berube stated I would think it is less expensive to do it as an add-on to what they are already doing for us.

Mr. Nicholas stated I agree.

### **C. Lakeshore Park Improvements**

Mr. Nicholas stated the improvements are moving right along. The second boardwalk, the eastern one, is on its march out into the lake.

Mr. LeMenager stated I do not know what your timing is, but you need to put up the containers for fishing down at the fishing pier. I am already picking up monofilament and throwing it away. I know you have the thing to put it in, and people are already down there fishing. Otherwise, the trash will build up quickly. As soon as you can provide the containers for the fishing location, the better.

Mr. Nicholas stated I will make a note of that.

### **D. Festivals**

Mr. Nicholas stated Chapter 4 of the District's rules allows for certain exemptions to be made for rules at various times. I am not mentioning this for a vote, but I do want to know what you think about it. Our festivals have become pretty renown in Harmony. Now we have some commercial construction and activity that will be happening in Town Center. We will be doing the majority of our festivals in Town Center instead of going to

other parcels. We had a carnival that turned out well. Dark Sky is coming in early February, which will definitely be a big draw. The question to the Board to consider is, the District Manager is allowed to provide for exemptions where we can allow beer and wine consumption on a one-day basis for an event, or twice a year. If we had an event that was created for such a thing, someone could walk through the park and sip a glass of wine listening to music. I offer that for your consideration. I do not know if it offends people. Obviously, there is a No Drinking rule in Town Center. Over time, as the community matures, we will be faced with these things. Communities more mature than Harmony have these things in place. They can be quite fun and also very controlled. For most of our festivals, we employ emergency services personnel and the sheriff, which we pay for so that they are all on site. The safety concerns would be normal. No business would profit from this. What we would typically do when we do an off-premise consumption event is have a non-profit name to be the beneficiary of the sales. If a company comes in with an off-premise license, they make a donation to the Education Foundation or the school or some other non-profit, and they are able to sell their beer. None of our companies benefit from it. It just opens the event to have more of an adult feel.

Mr. LeMenager stated if the beer truck is on the street, that is not our property. They are not going to set up their stall on our property. They are going to set up their stall on the street. I think what Mr. Nicholas is asking is if it is acceptable in those circumstances for people to walk through the park with a beer. I do not know that we have anyone against something like that and we would all be in favor of it.

Mr. Berube stated the only place where I would not want any alcohol is within the pool enclosures and possibly on the dock. I do not see the festivals encompassing those areas. Whether the beer truck is on the street or a stall is set up on our grassy land or wherever, I personally do not have a problem with it.

Mr. Nicholas stated this does not need a vote of the Board. This just needs the District Manager to give us some direction that this is what the Board would allow.

Mr. Moyer stated there would be a use application for the event, and I would simply issue the permit for that event.

Ms. Kassel asked is there any issue with liability?

Mr. Moyer stated within the permit are provisions on indemnification and liability. They will also provide the insurance certificate. I think we are in good shape.

**E. Dog Park**

Ms. Kassel stated at one of the dog park entrances, specifically the large dog park off Primrose Willow, dogs are digging near the entrance. We need some of those round river stones to help prevent that. The kids throw them, so every so often, they need to be replaced. They need to go at that location and under the lawnmower gate.

Mr. Haskett stated we will look into it and come up with a better solution than rocks.

Ms. Kassel stated my dogs met a 4.5-foot alligator in the large dog park the other day, inside the dog park. We may want to check out the fence line. The alligator did leave.

**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 we have not received very much revenue through the end of November, but we did not expect to receive much from the tax collector's office. We will start receiving significant monies this month and next month. On the expense side, all of our major categories are under budget.

Mr. Berube stated I spoke with Ms. Fazeela Khan, the accountant for Harmony. She is very intelligent and has her act together. She explained to me how certain things end up, due to accounting rules, in funny places at times. I explained to her the need to have that mentioned in the footnotes so that when someone is tracing things, like the deposits from OUC, it makes more sense. She got that message.

Ms. Kassel asked what was the answer on that?

Mr. Berube stated initially, I checked the OUC bills, and it looked like we had \$3,950 in deposit money to be returned from OUC. When we brought that to their attention, that amount ended up as an asset and a liability on the financial reports. They checked into it a little and found it was not \$3,950 but actually \$4,900. Once they had confirmation of that, it came off the liability side but was shown as an asset only for \$4,900. Ms. Brenda Burgess checked into it trying to locate the refund, and they ended up refunding \$4,350. There is still \$550 outstanding because they are on a different class of bill. For some reason, OUC has not decided that we are due our deposit back after 10 years.

Ms. Kassel asked where is the \$4,350 reflected?

Mr. Berube stated it went into last year's fund balance, which is where it should have been 10 years ago. Apparently we are still due \$500, and I am not sure who is working on that, if it is Ms. Khan or Ms. Burgess. It was a long, ridiculous process, but that is what happens when you are dealing with OUC.

Mr. Farnsworth stated I would like a little familiarization with the form. What is shown as the annual adopted budget is actually for 12 months. What is shown so far in the year-to-date is actually two months.

Mr. Moyer stated that is correct.

Mr. Farnsworth stated at first, it was not making sense.

Mr. Moyer stated in some cases, to try to make it a little more representative of reality, insurance is a one-time payment. Instead of prorating or annualizing that line item and always showing that we are over budget, it is shown as the total amount for the year and what we paid for the year. Most of it, you are absolutely right, is shown on a prorated basis.

**B. Invoice Approval #152 and Check Run Summary**

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

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

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

**D. Website Statistics**

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

**E. Employee Leasing Company**

Mr. Moyer stated I would like to discuss trying a new system of hiring an employee. If you want my opinion, I would like to try a new system.

Mr. Berube stated I agree.

Ms. Kassel asked even though it will be more expensive for this new company?

Mr. Berube stated it will not be more expensive. I know the numbers Mr. Moyer quoted, but in the end, it will not be more expensive. We are paying Severn Trent a lot of money. In my opinion, the reason they do not want to give us documentation is because we are paying a lot more than 10% overhead. There is only one reason that company will not disclose what the costs are, because they want to hide it. That is my opinion.

Mr. LeMenager stated I think you give them too much credit for a huge organization, over which we have always been frustrated as to how efficient they were.

Mr. Berube stated that may be, but they are very inefficient.

Mr. LeMenager stated I am in agreement with a new system. I liked the idea when Mr. Berube raised it previously. Whether it is 10% or 20% more, I think the whole thing hit home with me when we went from three employees to two employees, and Severn Trent kept charging us the same because they were providing a service and they were not even thinking of it as providing employees. What we are thinking of is that we would like to have staff on an hourly basis here. If they need to work some over-time, then they are paid extra. If someone quits, we save money for a month. That is a whole different concept than what we have now.

Mr. Farnsworth asked if Severn Trent is looking at it as providing a service, when one employee left, why did they not provide another person?

Mr. LeMenager stated it takes them three months to do something.

Mr. Berube stated they have not provided another person yet.

Mr. Farnsworth stated they should have been able to reassign someone.

Mr. Walls stated that is the crux of the issue. If we have to pay 10% more, but we receive flexibility and efficiency and the ability to save money, we can try it. Maybe it works and maybe it does not. But right now, we are not getting what we are looking for. Maybe this will not cost us more money and we end up saving money. If we can, I think we try it.

Ms. Kassel stated Mr. Moyer mentioned one employee, but we are looking at three employees.

Mr. Moyer stated I am in favor of that. Regardless of Mr. Berube's suspicions, I can tell you that Severn Trent is not making enough to put up with what they perceive as a headache. There is no problem with Severn Trent taking these employees. I think the problem you will find, though, is with the current employees and their benefit package. I

will research that information, but I do not think this leasing company will have the same benefit package as Severn Trent has.

Mr. Berube stated it depends on the size and how effective they are. There is another reason why it might not cost an extra 10%. Right now, when our budget changes with Severn Trent and we include a 3.5% increase for the employees, they charge that to us right away at the beginning of the fiscal year.

Mr. Moyer stated that would come back as part of the audit.

Mr. Berube stated I understand. We are not ready to change yet. Mr. Moyer still needs to find out about the benefit package. I mentioned to the employees that there might be a change, and they are frustrated with Severn Trent, too, with all their policies and so forth.

Mr. Farnsworth stated for companies where you cannot see all the way into an individual and you can only see the categories, you can award or set up essentially a separate category. For example, you can set up a security category. Regardless how many total employees they have, only certain employees are within that category. Regardless of what pay scale they are at, if they are in this category, we can award people in that special category. Then you would know that the money you put in went to the people in that special category.

Mr. Berube stated I agree with you, and that is the problem with Severn Trent. Everyone gets stuck in categories, among all the other problems they have.

Mr. Farnsworth stated I work for a big company, and they do not let you see individual pay rates.

Mr. Berube stated in our case, we tell Severn Trent which employee is paid what rate and when they receive an increase and at what percentage. We provide all that information. Mr. Moyer has information on a couple leasing companies. We need to match up the benefits and compare them to Severn Trent. I do not want our employees to be hurt in a transition. If the benefits match up and we have two companies to consider, we probably need to set up a workshop to discuss this and bring in the companies to tell us about their company.

Mr. Moyer stated we met with one group already that is very responsive and would certainly come in. They understand exactly what we want, where we want to select an

employee and send that employee to their office, they will hire them and put them on the payroll and charge us whatever the payroll amount is times their multiplier.

Mr. Walls stated we can even start with just one employee. I think you will find out that when you go from a large company to a smaller company, the benefits might not be as good. We do not want to push something worse on our staff, I do not think.

Mr. Farnsworth stated I know some LLCs that do exactly what we are talking about, but generally, the ones I know of act as consultants but they go through an LLC in order to be hired by a company. They do not receive any benefits, per se.

Mr. Moyer stated the two companies we have been talking to have benefit packages.

Mr. Berube stated we are worried about benefits, but what I hear from the employees is that the Severn Trent benefits are not as great as you might think.

Mr. Walls stated I think we give them a choice. I just do not want to force them into a situation that is not as good as they currently have.

Mr. Berube stated I agree.

Mr. LeMenager stated our District Manager wants to figure out how to make this work, so let him do that and bring us a proposal to consider.

Mr. Qualls asked is what is being contemplated that the District Manager will still be hiring the employees?

Mr. Berube stated I would presume it is the same legal setup as it is now. The employees will be hired by someone else and they will be working at the behest of the District Manager through a local liaison, which is the current setup. I do not think we will change the legal setup at all. That is not what we are contemplating. The District is not going to hire employees directly.

Mr. Qualls stated Section 190.007(1), Florida Statutes, as a reminder, says that the authority of the District is to hire a manager, and the District Manager may hire or otherwise employ and terminate the employment of persons.

Mr. Moyer stated this falls under “or otherwise employ” category.

Mr. Berube stated I anticipate the legal setup being the same as it is now.

Mr. Qualls stated that is wonderful.

Mr. Berube stated Mr. Moyer has some basic information that needs to be developed further.

Mr. Moyer stated you indicated, and I agree with you, that this is a change that I wanted the Board to be aware of before I started getting proposals put together.

Mr. Berube stated we had a comment about one or three employees. I think I missed something.

Mr. Moyer stated some of the companies will not deal with just having one employee. They want a minimum of four or five employees. The two companies I have been talking to do not care about how many employees there are. They will hire one. In my mind, it was going to be one employee, subject to whether or not our current employees want to join. There is no problem with our current employees wanting to join. They would just have to quit Severn Trent and go to the employee leasing company.

Mr. Berube stated the biggest hassle the employees have been telling me is, as long as the benefits are better than or equal to what they have now, I do not see a problem with them moving to the leasing company.

Mr. Moyer stated I do not see a problem, either.

## **SEVENTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Attorney**

#### **i. Alcohol at Events on CDD-Owned Property**

Mr. Qualls stated I was reviewing Chapter 4 of the Harmony rules, and in fact, 8.9.2 does say “Insurance shall be provided at the discretion of the District or the District Manager for the event scheduled to occur on District property. The District’s decision will be reasonable, fair, non-arbitrary, and informed.” I bring this up because there is an alcohol insurance requirement, which is a rather large amount. I wanted to make everyone aware what the rules say and that the rules do, in fact, require both an alcohol permit from the County and also alcohol liability insurance. I recommend an abundance of caution, if the District or the District Manager were to change those requirements in anyway.

Mr. Berube asked to clarify, the permit would have to be issued to the District?

Mr. Qualls stated the way I read it is that if someone wants to come on site and have a special event, they have to show the District proof of both alcohol liability insurance and a County permit authorizing the sale of alcohol. The rules say that the District or the District Manager has the discretion to change those requirements, but it has to be done in a fair, non-arbitrary basis. If you tell an attorney that an event will have alcohol, my head

starts ringing with all the potential liability issues. I recommend an abundance of caution on that.

Ms. Kassel asked would Mr. Moyer require the County permit to the applicant before issuing such a permit?

Mr. Moyer stated that is correct.

Mr. Farnsworth stated I thought there had been such previous events within the community but I am not sure where they were held.

Ms. Kassel stated they were on developer-owned property for that express reason, so that the CDD would not be liable.

Mr. Berube stated Mr. Farnsworth is probably thinking about the luau where the food was on CDD property but the alcohol was across the street on developer property.

Mr. Farnsworth stated I did not attend the luau, but I thought it had happened at some other event.

Mr. Berube stated it has happened previously but it has been on developer property when there is alcohol involved. There was another luau on the golf course a few years before, and everything took place on the golf course, not on CDD property. Mr. Moyer is shaking his head “yes” to requiring the County permit and the alcohol insurance.

Mr. Qualls stated rule 8.9.2 goes on to say, “The District will review the quantity of participants and the nature of the activity and/or product sales to make a final determination.”

**ii. Landscape Maintenance at the Harmony Community School**

Mr. Qualls stated I discussed this issue with Mr. Nicholas and I appreciate the fact that, because the District is responsible for the maintenance of infrastructure and does a lot of landscape work, it makes sense to help the school. I simply tell you what the Statutes say, and Section 190.012, Florida Statutes, says that if you want to do a project outside the boundaries of the District, then you need to have an agreement to do that. I will work with Mr. Nicholas on resolving it but there is no legal distinction as formal or informal agreement. You either have an agreement, or you do not.

Mr. LeMenager stated I think Mr. Berube’s point was correct and Mr. Nicholas mentioned that the places where they do it informally are where they do it with HOAs. Face it, HOAs are not beholden to anyone.

Mr. Qualls stated that is a completely different situation. I want to point out what Chapter 190, Florida Statutes say about that. The criticism would potentially be from

landowners who are paying special assessments wanting to know why they are paying special assessments to maintain something outside the boundary of the District. We can tell them we can do it pursuant to Section 190.012, Florida Statutes, as long as there is an agreement in place. As this gets worked through, please do not ever let the legal fee be the driving factor in your decision. I will always work with you on the bills. I love public schools, too, but do not let legal fees get in the way of doing this in the right way pursuant to Statute. That way, everyone is on the same page.

**B. Engineer**

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

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Kassel stated I have three items. One, at the neighborhood watch meeting last week, it was shown that our security cameras are already working. We had an incident where some kids had done some damage or were doing some damage down by the bathrooms. The camera picked up very good information on those people, and it has gone to the sheriff. So those cameras are already doing their job. I noted that we had allocated \$500 for purchasing such cameras, and we spent about \$300. There is still money available if we want to direct Mr. Haskett to purchase another camera to put up elsewhere for purposes of monitoring things. This is something we can discuss at the next meeting if we feel that getting another camera is something we want to do.

Mr. Berube stated Ms. Kassel mentioned that it went to the sheriff. Did that go through Mr. Moyer?

Mr. Moyer stated it did not go through me. What I received was the photographs, which I thought were very good. They identified, through the developer's office, the names of some of the kids. The damage was the removal of a sign that did not cost much. The issue was what we do. We were just going to contact the parents of the kids and tell them what information we have and show them the pictures. That was about the extent of it. I was not aware that it went to the sheriff.

Mr. Farnsworth stated I was wondering why it went to the sheriff.

Mr. Moyer stated I was not aware that it did.

Ms. Kassel stated I did not go to the sheriff. All I know is that at the neighborhood watch meeting, the sheriff showed us that he had photographs—he did not actually pass

the pictures around—that were obtained through these cameras and that they were somehow involved in looking at how to handle the situation.

Mr. Farnsworth asked do we know who got the sheriff involved?

Mr. Berube stated it was a very limited circle of people.

Ms. Kassel stated I presume it was probably Mr. Haskett, but I really do not know.

Mr. LeMenager stated there are enough deputies who live in town, so it is not hard to find one.

Mr. Farnsworth stated it is not the difficulty or ease of getting the sheriff involved. It is the “why” of getting the sheriff involved. As Mr. Moyer pointed out, the damage was very little. You can scare the kid just as badly by going to the parent, if the parent is any good.

Ms. Kassel stated the reason these kids are out there is because the parents are not very good.

Mr. Walls stated they may have tried to go to the parents. I do not know.

Mr. Farnsworth stated I will argue with you on this issue. My parents were very good. I was very bad at times. Fortunately, the police officer in our town was lenient with the kids. He would scare you without taking you in and booking you.

Ms. Kassel stated I do not think they booked anyone.

Mr. Berube stated I do not think it went that far.

Ms. Kassel stated I do not think they intended to go that far. I think it is just a statement that we want them to know we are watching, and the next time they try anything, it may go further.

Mr. Berube stated Ms. Kassel thinks that because there is still money available in the allocation for cameras, that we ought to purchase another camera. I do not see any reason why we could not do that.

Ms. Kassel stated I think the cameras are apparently doing their job and since we have allocated the money, it would not hurt to get another camera. Two, as Mr. LeMenager pointed out, we have not even opened the pier yet, and we are having problems with fishing line. I think it is time to think about putting signs on the bridges that say No Fishing. They are welcome to fish at the pier but not on the bridges.

Mr. Farnsworth asked did Mr. LeMenager see the line on the bridges?

Mr. LeMenager stated I saw it all the way down at the end where they are supposed to be fishing. To be fair, they had neatly bundled it up and put it on top of one of the posts, but there was no place for them to throw it away. That was my point. Over at the other dock, they have containers to be able to throw it away. I did not see any evidence that they were trying to be malicious. They put it down neatly but did not have any place to throw it away.

Mr. Berube stated so there is no sign that people are fishing on the bridges, and I have been on those bridges a lot. I have not seen anything.

Ms. Kassel stated I see all the time that there are wading birds on that bridge and right below the bridge. Any fishing line is going to destroy those birds. I would prefer not to wait until we had a minor tragedy to address the issue. I would rather address the issue before we have a problem.

Mr. Berube stated we opened that discussion previously about fishing from the bridges. I think there is a certain drive to allow fishing from the bridges.

Mr. LeMenager stated the only person whose position we do not know is Mr. Farnsworth. Perhaps we can recap our positions with respect to fishing, and please correct me if I make a mistake. Mr. Walls is completely in favor of fishing in any pond at any time. I am in favor of fishing in any pond that does not border residential property. Ms. Kassel is opposed to fishing in ponds, period.

Ms. Kassel stated we have a CDD policy related to fishing in ponds.

Mr. LeMenager stated I am not disagreeing with that. Mr. Berube's position is that it is against the rules of the HROA, so therefore, there is no point in having a different set of rules for the CDD.

Mr. Berube stated that sounds correct to me. I will revise my position a little to include that I think fishing off the bridges is acceptable. I went along with the policy for no fishing previously because of the safety aspects of sliding into the water and the possibility of drowning. Fishing on the bridges is fine. I had not thought about the bird issue.

Mr. Farnsworth stated I am a hunter, so I do not have a position on fishing.

Mr. Berube stated give it some thought and we can discuss it again next month. I have seen people there but I have not seen anyone fishing from the bridges.

Mr. LeMenager stated I have seen them.

Mr. Berube stated I have seen the birds. I will take that into consideration. There are a lot of them, which you can tell by droppings on the deck.

Ms. Kassel stated there are a lot of kids and dogs that walk, so hooks and fishing lines present a safety issue.

Mr. Berube stated I am amazed at how many people use that stuff. It is as popular as the swings.

Ms. Kassel stated my last point is, I believe we need to set meeting dates for fiscal year 2013.

Mr. Moyer stated we did that back in August or September.

Mr. Berube stated the dates are on the website, [www.HarmonyCDD.org](http://www.HarmonyCDD.org).

Mr. Walls stated I am interested in an update on the outstanding debt issue I raised a couple months ago.

Mr. Moyer stated that has not been forgotten. I need to reach Ms. Karen Ellis and find out what happened. It does appear there is an issue, but I think it is limited to two or three.

Mr. Walls stated so we just have to work it out.

Mr. Moyer stated that is correct. To their credit, they want to know why that happened. The only one who noticed it is an employee who no longer works for Severn Trent. They need to find her and get the answer. They are aware of the issue, and I had that conversation with Mr. Bob Koncar yesterday. He said they will work it out, like they worked out the other issues if there is a problem.

Mr. Walls stated I raised the idea of paperless agendas initially in about February. This month is my case in point because we received so much extra material. Someone at Severn Trent provided a list to me in February. I sent something to the Board this morning I hope you received. Basically, it shows we are spending \$6,240 annually to produce these agenda packages and send them to everyone.

Mr. Farnsworth asked where did that number come from?

Mr. LeMenager stated it is something Severn Trent provided for us a long time ago.

Mr. Farnsworth stated I looked at the number they showed for printing.

Mr. LeMenager stated there are a lot of things included in that.

Mr. Walls stated there is also postage.

Mr. Farnsworth stated printing was only \$4,000. Where did you get the \$6,240 figure?

Mr. Walls stated I think they did an average over time. They looked through the invoices over time and indicated this was how much we are spending on our agendas. I got that information from Severn Trent.

Ms. Kassel stated it includes postage to mail the agendas.

Mr. Berube stated 10 agendas are prepared every month at \$5.50 each, which is \$660 annually. The cost of copying varies somewhat, but it is about \$4,980 annually. The postage costs to the various points where the agendas are sent are \$600 annually, which totals \$6,240 to produce a pile of paper that effectively is done rather quickly.

Mr. Walls stated I do not know how the rest of the Board members operate, but I did not pull out the hard copy agenda package until today. I go online when I am reviewing the agenda package, and I look at it on my computer.

Mr. LeMenager stated I use the hard copy agenda package.

Ms. Kassel stated I use the agenda package to review the minutes, but I use the website for reviewing the invoices.

Mr. Walls stated if we went to an online agenda, with all of us using a tablet, we could save almost \$5,000 annually.

Ms. Kassel stated we can save more than that because I already have a tablet.

Mr. Walls stated I put tablets in the analysis. I think all of us could purchase our own tablet, but I do not want to make that a requirement of someone to be a member of this Board to spend \$300 for a tablet. We can discuss that. Over a five-year period, it is almost \$30,000, so it adds up over time. I do not go back home and use these agenda packages very often. It is a lot easier for me to go online and pull them up that way.

Mr. LeMenager stated I just tossed three years' worth of agendas in the recycling bin. I decided that I did not need it anymore.

Mr. Walls stated you can save them on your computer or on your tablet. That is where I am headed for a cost-saving measure to pay for some of these things that we are discussing.

Mr. Berube stated even if we purchased a top-of-the-line tablet, it would be \$600.

Mr. LeMenager stated my concern is in being able to view it. However, the one thing I was thinking of as we start off being a totally elector-elected body was to go over the

list of who is receiving these agendas. I think we are still sending one to Mr. Jim Lentz. With all due respect, there is one agenda book that has not been used in the more than four years that I have been on this body.

Mr. Walls stated part of my proposal is that all of those people receive it electronically, as well, and they can provide their own means of viewing the agenda.

Mr. LeMenager stated all these tabs and organization on the agenda packages is wonderful, but at a certain level, you need this piece of paper to keep track.

Mr. Walls stated there is an individual who puts these together by hand.

Ms. Kassel asked what does Mr. Moyer think about this?

Mr. Moyer stated we would still have at least one of those that I will bring to the meeting in case anyone wants to see the agenda package at the meeting. I still work off of paper agendas. But it would certainly cut down on the total cost, no question. I do not think it is a total elimination of these costs, but it is a substantial reduction.

Mr. Walls stated in that scenario, we could still reduce the bill by a few hundred dollars.

Mr. Moyer stated I am still going to receive a FedEx package every month with the meeting file that includes the minutes and documents that need to be signed.

Mr. Berube stated a lot of FedEx costs would disappear, virtually all of it. Mr. Qualls would receive an electronic copy. Mr. Steve Boyd would receive an electronic copy. Everyone would receive an electronic copy. If we are going to get these tablets, presuming that is the way we go, I think it would be a smart idea for public records if we all had a Harmony CDD email address. Is that something Mr. Moyer can arrange?

Mr. Moyer stated yes.

Ms. Kassel stated that is something Mr. Qualls has recommended that we do for quite some time.

Mr. Walls stated I think it is a good idea.

Mr. Berube stated I hear what Ms. Kassel said about having her own tablet, but if we are going to buy tablets, I would rather this Board buy a tablet for everyone. The information that is on that tablet is now public record. If someone wants to see whatever public records you have on the CDD, you can just hand them the tablet.

Mr. LeMenager stated it seems like a good idea. If we go to electronic agendas, what are the legal requirements vis-à-vis what Mr. Berube just suggested?

Mr. Qualls stated I looked into this today. I think it is a great idea. There is a Bill being sponsored in the House that is a Paperless Reduction Act, which is pretty cutting-edge for governments. I have not really thought about the tablet aspect as far as giving someone the tablet to view public records. The custodian of the records has to deal with public records requests, but I think I heard the District Manager say that, as required by Florida law, they would still be held within the County which is where anyone can go to view any agenda packages. The only other thing I am thinking about to make it easy is to make sure, if a member of the general public does not have access to a computer for whatever reason, there is a mechanism where these can be produced. I always review the agenda online, and I think it is a good idea. I do not see any real legal hurdles. My only caveat is that I have not thought through the purchasing of the tablet and what the public record ramifications of that might be.

Mr. Walls stated it is a storage device. So you would just provide records from it, just like you would from your computer. You print out the email and give it to them or forward it.

Mr. Berube stated there will be some rules associated with this. The Board members will have possession of it, but it will belong to the District. You can do anything you want with it that is legal, but it remains District property. Every two or three years, they will become outdated, so replacing them will probably become a routine cycle. The cost will still be a savings.

Mr. LeMenager stated as a school teacher, the school provided a laptop to me and they last a lot longer than three years.

Mr. Berube stated they could, but the way technology changes, in three years, it might look completely different. Does Mr. Walls have any recommendations for the type of tablet?

Mr. Walls stated I would suggest not the top-of-the-line or an Apple. I would suggest something compatible with different types of things, like an Android.

Mr. Berube asked what about a Google Nexus 7 or 10? I like the 10 because it is easy to read.

Mr. LeMenager stated do not make it too small.

Mr. Berube stated that is why I suggested the 10, which is as large as an iPad.

Mr. Walls stated it needs to be able to access email.

Ms. Kassel stated it has to have wifi.

Mr. Walls stated I think all of them do. It has to be able to read pdf files.

Mr. LeMenager asked is there wifi access in this building?

Mr. Berube stated yes.

Mr. Walls stated it does not need to be fancy, and I do not want it to be fancy. It just needs to be something that would get us through the meeting.

Mr. LeMenager asked what happens when 10 people are all accessing the same wifi?

Mr. Walls stated you would download the agenda ahead of time.

Mr. Berube stated when you get it at home, it is already on the tablet, so you really do not need wifi here. You bring it with you to the meeting. You turn on your tablet at home and use your home-based internet access to open the email that will come to your tablet.

Mr. Walls stated staff emails it to me now, and I presume they email it to everyone.

Mr. LeMenager stated it needs to come to my normal email address because I am never going to look at it otherwise.

Mr. Berube stated if you set up the tablet to receive your regular emails, it will be on the tablet. Otherwise, you can download the agenda from the website.

Mr. Walls stated if we had those Harmony email addresses, we can direct staff to email the agenda packages to those email addresses.

Mr. Berube stated there would not need to be wifi in this building at all since we would have it on the tablet already.

Mr. LeMenager stated to a certain extent, we receive an email from Ms. Burgess telling us that the agenda is now online. That is fine and is what we should be sending to everyone. I heard Mr. Qualls say that is what he uses anyway. So she can just send the email saying the agenda is on the website.

Mr. Berube stated we need to discuss the mechanism for purchasing these. Do we use the CDD credit card? Who would do it, Mr. Haskett? Does Mr. Moyer have a CDD credit card?

Mr. Moyer stated no, but I could purchase them.

Mr. Berube asked do we want to go with Google Nexus 10? Mr. Walls mentioned Android. I researched this, also, and I like the Google Nexus 10.

Mr. LeMenager stated before we pick the exact model and serial number, I would like Mr. Moyer to see if we can get any sort of government discount. Does Best Buy have anything that would apply?

Mr. Berube stated the Florida Purchasing Contract.

Mr. LeMenager stated we should not have to pay sales tax.

Mr. Walls stated or retail price.

Mr. LeMenager stated let us investigate how to get a good deal on something.

Mr. Walls stated I am not prepared to choose the item right now.

Mr. Berube stated I just looked at the Google Nexus 10. The nice thing about it is that it has almost a full-size screen.

Mr. LeMenager asked do we need data plans on it?

Mr. Berube stated no.

Ms. Kassel stated just wifi access.

Mr. Berube stated if you want a data plan, then you have to purchase a cellular plan, which will cost \$100 for the tablet and you have to pay a monthly ongoing fee, about \$15. It would be like a laptop that is a flat screen. It works just like a laptop with no top.

Mr. LeMenager stated I have seen them but I have just not used one.

Mr. Berube stated you turn it on, and it picks up the wifi and you are good to go. If you have already downloaded the agenda, you do not even need wifi.

Ms. Kassel stated you need wifi at home to download it.

Mr. Farnsworth asked when you say wifi, are you talking about normal wireless internet access?

Mr. Berube stated yes. If you have wireless access at home, this will work on it.

Mr. Farnsworth stated the unit has to be set up to have the passwords and everything else for your home as well as for here.

Mr. Berube stated that is correct.

Ms. Kassel stated a lot of places do not have a password, like this building. It is just public access. When you look at the connections and select this building, you can probably tap into it without any password. If home wifi is password protected, you will have to enter that password.

Mr. Berube stated I did not suggest Google because I wanted to give an advertisement to Google. I did some research over the past few months, and it is probably at the same

technical level as the iPads. There is a good app store if you want to add anything to it. They should be used essentially for Board use, but there are other things you can use a tablet for.

Mr. Moyer asked do you want me to proceed to get them for you?

Mr. Berube stated yes, I think so.

Mr. Walls stated yes.

Mr. Moyer asked do you want to look at different models or go with Mr. Berube's suggestion?

Mr. Walls stated I would like to see if we can get something off the Florida purchasing contract.

Mr. LeMenager stated let us make sure we get a good deal on them. We should not be paying sales tax.

Mr. Moyer stated we will not pay sales tax.

Mr. Berube stated the reality is, that market is hot, meaning it is hard to get discounts even when you purchase 10. My son is a sales manager for Sprint, and I asked what price we would get buying 10 of them from Sprint. He said we would pay the going price. That is the way it is. The only things they would work with us on are sales tax and governmental fees. It is a tough market.

Ms. Kassel stated I am happy to go online to Consumer Reports to see what they recommend in terms of a larger tablet.

Mr. Berube stated I already did that, and they suggested the Nexus 10. There is nothing wrong with an iPad, either, if we can get one at the right price. You can buy refurbished units from Apple. I think we are looking for a 9.7-inch or 10-inch screen so it is easier to read. We want the best price we can get and it needs to be wifi equipped. It should probably have a minimum 16G hard drive so there is enough room to store these agendas for a period of time. We could probably save money with laptops, but there is not much room at this table for us to have laptops. At a minimum, we should have a stand-up case for the tablet.

Mr. LeMenager stated Mr. Berube raises a good point. Can we get a 14-inch or 15-inch laptop for less money than a 10-inch tablet? I am in favor of a larger screen.

Mr. Berube stated yes, we probably could.

Mr. LeMenager asked how large is the screen for the Google Chrome tablet? It is being advertised for \$250.

Mr. Walls stated Mr. Moyer should see what is available. We can send suggestions for next month. We do not need to buy something right now. Next month, we can look at the suggestions and decide what works best.

Mr. LeMenager stated I am definitely voting for a larger screen.

Mr. Berube stated I understand. There are a couple things that make tablets convenient. The battery life will not be an issue for the length of a meeting. They are instant on so you do not have to wait for them. It is lighter and easier to carry. I realize a laptop is no big deal, but a tablet is small and convenient. We saw Ms. Kassel carry hers in last meeting. There are advantages to both. You spend a little more money for the convenience of the tablet. It is something to consider.

Mr. LeMenager stated I will go to Best Buy and take a look at a few of these, and everyone else should do the same so we can come back and make an informed decision.

Mr. Berube stated Mr. Moyer has our direction. Do not purchase them yet. We will discuss this a little further. Mr. Moyer will have information next month on the employee leasing program.

Mr. Edward DeMarias stated it has been a difficult year for the CDD. There have been a lot of issues that you had to address. I am very proud of our CDD and how you addressed and resolved them. Good job and thank you.

Mr. Berube stated thank you.

Ms. Kassel stated thank you and thank you for attending the meetings and staying to the end and listening. Happy holidays to everyone.

**NINTH ORDER OF BUSINESS**

**Adjournment**

The next meeting will be Thursday, January 31, 2013, at 9:00 a.m.

On MOTION by Mr. Berube, seconded by Mr. Walls, with all in favor, the meeting adjourned at 8:00 p.m.
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Gary L. Moyer, Secretary

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Steve Berube, Chairman