

**HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

MARCH 29, 2012

AGENDA PACKAGE

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Harmony Community Development District

Severn Trent Services, Management Services Division
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March 22, 2012

Board of Supervisors
Harmony Community Development District

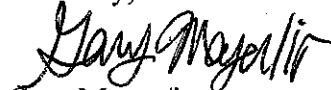
Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held on **Thursday, March 29, 2012 at 9:00 A.M.** at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for this meeting:

1. **Roll Call**
2. **Approval of the Minutes of the January 26 and February 23, 2012 Meetings**
3. **Audience Comments**
4. **Subcontractor Reports**
 - A. Aquatic Plant Maintenance – Bio Tech
 - B. Landscaping – Luke Brothers
 - C. Dockmaster/Field Manager
 - i. Dock and Maintenance Activities Report
 - ii. Buck Lake Boat Use Report
5. **Developer's Report** – Consideration of Harmony Community School Recreation Facility Usage Application
6. **District Manager's Report**
 - A. February 2012 Financial Statements
 - B. Invoice Approval #143 and Check Run Summary
 - C. Public Comments/Communication Log
 - D. Website Statistics
7. **Staff Reports**
 - A. Attorney
 - B. Engineer
8. **Supervisor Requests**
9. **Adjournment**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



Gary Moyer/ir
District Manager

Minutes

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, January 26, 2012, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Mark LeMenager	Vice Chairman
Steve Berube	Supervisor
Kerul Kassel (<i>by phone</i>)	Supervisor
Ray Walls	Supervisor

Also present were:

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

FIRST ORDER OF BUSINESS

Roll Call

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

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the December 22, 2011, Regular Meeting

Mr. Evans reviewed the minutes of the December 22, 2011, regular meeting and requested any additions, correction, or deletions.

Mr. Walls stated page 19, second sentence in the last paragraph should read, "We have not voted on this yet" (remove will). Page 30, second paragraph, second sentence from the end should read, "I would like to see some goodwill from Severn Trent."

On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, unanimous approval was given to minutes of the December 22, 2011, regular meeting, as amended.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

i. Results from Science Project

This item was tabled until the next meeting.

ii. Monthly Highlight Report

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

Mr. Medlin stated I was asked to review the District's nine ponds and consider moving them to a quarterly maintenance schedule. After thinking about this, I put together a flyer to see what kind of treatments I have been doing. My recommendation is to stay with monthly maintenance. The way I treat the ponds, I actually perform four different treatments. Instead of applying all of them at one time, I split them up, lower the chemical amounts and make them very selective so that it kills the noxious plants while not harming the new plantings. Each separate chemical treatment targets different plants in three different areas of the pond. Even a quarterly treatment of a pond could take three, possibly four, treatments just for one complete eradication or control of the exotic plants. From the standpoints of actually reducing the amount of chemicals that are going into the ponds, it probably will end up being more because we will not have reviewed these ponds for a few months, and the plants will have grown in thicker. Then when we come back, there will be more chemical that we need to spray. If the ultimate goal is to reduce the amount of spraying, then I think the monthly treatment schedule is the best option. The other point is, the CDD-owned ponds are where we are installing plants. In the past two years, we have planted perhaps four ponds. Some home owners banded together and put some plants in some other ponds. In order to protect that investment, in order for them to grow in thick and become really established, the best thing is to keep an eye on them every month.

Mr. Berube stated we have been spending some money on plantings for a couple reasons. One is for the aesthetic value, and the second is for the plantings to soak up nutrients that find their way into the water. It is a safe assumption that everything that grows in that pond, including the undesirables, also soak up nutrients, so they do have some value. They may not look pretty, though.

Mr. Medlin stated you are correct; they do soak in nutrients.

Mr. Berube stated when we spray these herbicides on these plants, whether they are invasive or whatever they are, the plant dies above the water line but it dies on the bottom and become silt or some other kind of muck. We really may not be eliminating the undesirables.

Mr. Medlin stated it is only controlled. All we can do is keep these plants back. We planted the ponds, and we need to keep torpedo grass out of the planted areas or else they will not spread and grow in and get thick, like some of the ponds have. It is never a matter of being gone because it has been sprayed; it just seems to come back. There is also a plant called cogongrass that is all over the Harmony property and has taken over. It is just inevitable that it keeps getting in the ponds, and that is something that needs to be watched. It is very difficult to control. You can see it in the golf course ponds where they have tried plantings to shade it out, but you can see it coming back. They mow it, but it is in the natural areas, and it is getting into our buffers, as well. Even though there are perhaps some negatives to feeding the biomass and putting more nutrients back in for dead material, I think you get much more benefit in treating these noxious plants than any kind of negative of them ending up in the pond as dead matter.

Mr. Berube asked knowing that the ponds are primarily for water storage, why do we care if there is something else growing in them?

Mr. Medlin stated one of the things we discussed previously is having a lot of plants submersed in the water. If there is a hurricane event and there is a lot of algae and spikerush in a large area, when water starts rushing out to the wetlands or wherever they need to go in order to maintain that pond level, it might clog up and you can overflow the ponds. The stormwater management system would then not work. As far as any St. Johns River Water Management District stormwater permits that I have read, they say the ponds must be maintained free from vegetation so that they can function properly as the engineers designed them to work.

Mr. Berube stated it sounds like we should stay with where we are at currently.

Mr. Medlin stated yes, what you have planted so far looks good and has value, and we do our best to keep the noxious plants out, and you end up with an aesthetically nice looking pond.

Mr. LeMenager stated Mr. Moyer is involved in managing a number of other Districts. What sort of frequency do you see in terms of pond maintenance?

Mr. Moyer stated most of them have exactly the same type of system that we have here. It is more or less driven by the aquatic that shows up in the pond. When I first got in this business in the early 1970s, you could actually put chemicals in the water that had some residue and some residual effect on future growth. All of those chemicals are no longer available, and they should not be. I am referring to Diuron; 2,4-D; 245-TP; Agent Orange and others. I am not being critical, but now the target plant has to be there before you can treat it, so it is more of a reactive system than a proactive system.

Mr. Berube stated I have been reading about this issue a lot, and there seems to be two schools of thought. One is to leave the pond, let it grow over and it is fine. The other seems to be to eliminate all of the green material growing in the water. There does not seem to be any middle ground, and I want to be sure we are doing the right thing. It is hard to know.

Mr. Moyer stated one of the things you Board members saw when we started this discussion were pictures of Celebration, which has extensive shoreline plantings. That has not eliminated the problem. It has not removed all the nutrients so that there is no other aquatic growth in those canals. We still have to spray those canals.

Mr. Berube asked do you perform that work on a monthly basis?

Mr. Moyer stated yes. Whenever there is a target plant, they will spray it. They are usually out there on a monthly basis. They do not spray every pond on a monthly basis, but they spray as needed.

Mr. Evans stated I understand that the proliferation of planting in Celebration and those canals was to limit the depth of the water in the canals because they are really wide.

Mr. Moyer stated that is correct.

Mr. Evans stated that lends itself toward the regeneration and expansion of the plant, whereas we are looking at some deeper ponds rather than a shallower shoreline.

Mr. LeMenager stated that is a good point. I think the canals in the middle of Celebration are purely decorative, whereas if you look at the true retention ponds, that is a different story.

Mr. Moyer stated that is correct.

Mr. Walls asked what is your assessment of the most recent plantings that were done?

Mr. Medlin stated I think the mild winter helped. The last time I saw them, they are still green and look really good. I think we actually got some growth out of them during

the winter. I guess it turned out to be a good time to plant since there were really no hard freezes.

Mr. Berube stated they are certainly not being flooded.

Mr. Medlin stated that is correct.

B. Landscaping – Luke Brothers

i. Monthly Highlight Report

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

Mr. McMillan stated as of yesterday, we have completed pruning the ornamental grasses, including the sedge grass, fakahatchee grass, and cord grass. We are continuing with the mulch in the tree rings and we are making sure we remove the dirt that is around the concrete. With the mild weather we have been having, there has been some weed activity, so the crews are addressing those, especially in the plant beds. At the last meeting, the Board approved plant installations for three of the parks, and that work will be completed by Monday. At Lakeshore Park, we continue to keep an eye on the roses. Some of them are not looking stellar, so we will replace them and keep an eye on the others. If it looks like they are not rejuvenating and flowering like we want them to, we will replace them as part of our warranty work. There will not be any additional charge to the District for those replacements. We will be changing out the annuals in February, and we will begin the removal of the existing plants next week.

Mr. Berube stated I have been quiet about Luke Brothers for a long time, but I am not happy with their overall performance. Last month, we received a lot of invoices totaling more than \$14,000 spanning back to 10 months from last year. We discussed that at the meeting last month, but the majority of those invoices were seemingly disputing irrigation repairs.

Mr. Haskett stated that is correct.

Mr. Berube stated you can see some of the dollar amounts were reduced 50% by mutual agreement. Then last month I read that we are ready to go with our new employee to take over the irrigation system beginning December 1, 2011, but the system was in such disarray that we decided to hold back until January 1, 2012, also absorbing the irrigation responsibility with our new employee. As we review this month's agenda package, there are still a number of zones that were not ready to go after they were

working feverishly to get it done. I understand we took the irrigation work away from Luke Brothers, probably for that reason, but if you need to argue with them for 10 months over a very prominent aspect of this contract, where do we stand now with the rest of what you administer? We do not hear much from Mr. Haskett, and you were not here last month to explain all the invoices. Are you still spending a lot of time with Luke Brothers?

Mr. Haskett stated as far as the irrigation technician starting December 1, 2011, we did not have the employee hired to be able to that. Therefore, Luke Brothers continued on, which they did not bill us for the maintenance as well as for November. Their last irrigation invoice was for October. They have been helpful during that period when we were in a bind and did not have an employee in time. There are still irrigation issues, which is the reason we pushed to have our own technician to do the irrigation. As issues come up, such as not being able to find some valves that have been mowed over and other technical issues that Mr. Druckenmiller is not yet quite caught up on, Luke Brothers has taken care of it for us. I suspect that it will be another month before we have everything functioning the way it should. There are still several issues out there, but in the long run, it is worth us taking it over. I would not say Luke Brothers is upset by that. We all knew they did not maintain the system the way that we want it to be maintained before issues compounded, and we are working through all of those.

Mr. Berube asked is the way they are performing acceptable in regard to the rest of the maintenance?

Mr. Haskett stated yes. We are coming into the springtime, and I keep after Mr. McMillan about the number of employees. I think they will add one more this month. Weeds are getting a little out of hand, but they are trying to keep up with that as well as mulching. They are bringing in another person so they can stay on schedule. I think they are undertaking a lot more tasks now, such as the ornamental grasses, instead of what they used to do in the past, which was to do the mulch and then go back and cut the grasses. They are a little slower in the process, but they are more thorough.

Mr. Walls stated I pointed this out to Mr. Haskett already, but I was at Lakeshore Park a couple weeks ago at the playground. The landscaping was looking pretty rough. The grass was dead. There were a lot of weeds, even in the flower beds. It looked like the mulch had not been refreshed in a while. This is a high visibility area, and that should be

the first place work is completed. If we see problems in these areas, they need to be taken care of.

Mr. McMillan stated this time of year, we are seeing a lot of what looks like dead grass, when it is really Bermuda and crab grass, things of that nature. We had a very mild winter and one semi-frost where it was about 35 degrees. The cool weather and cold wind made it freeze, so it is turning more yellow. Overall, the turf color throughout the property is looking a lot better. When I arrived here last year in April, there was still yellow and brown grass from the frost from the previous year when the rest of the property was green, except for east Five Oaks Drive. You are correct regarding the weeds, and that is where I showed the crew first. It is a little harder with the juniper there. We can pull the weeds but two days later, the weeds that were previously under the plants have now grown through. That is one of our main focal points. We try to make sure that area is looking fresh. We have a crew attending it on Friday so it looks good for the weekend. I just need to work better as far as the schedule so that it looks good in those primary areas where a lot of residents are going to be. We did apply new mulch within 48 hours of the email from Mr. Haskett. I had a crew go through to address weeds and make sure the areas are looking better.

Mr. LeMenager stated my annual comment is that in the winter, the natural color of Florida is brown. Our continued attempts to defeat Mother Nature to turn Florida green in the middle of winter are costly. My view is, for the middle of winter, as incredibly dry as it has been, the place does not look very bad. I agree about the weeds and those are the kinds of things you want to address, but it is expensive to try to make Florida green in the wintertime. I do a lot of business in Solivita, which is a retirement community about 20 miles south of here. It is amazing how brown that community gets, and it is just as amazing how fast it comes back when things get green. They do not try to artificially make the landscape green in the wintertime. I appreciate the comments about how the community looks, but I would expect a life-long Floridian to agree with me that the natural color of Florida in the winter is brown.

Mr. Walls stated I do not disagree with you. My comments were directed at the weeds where there are patches of dead grass.

Mr. LeMenager stated that is fair, and that is something we do want to address.

ii. Landscape Enhancement Proposal

Mr. LeMenager stated we had a proposal from Luke Brothers to trim the canopies for trees on the interior streets. Last year, we did the main streets. I think this has some time value. If we are going to do it, we need to do it before they really start to grow back.

Mr. McMillan stated you can trim trees anytime of the year. Right now is a great time, especially for the sycamore trees. Branches break and it is easier for us to see what is broken so we can trim them before the canopy fills back up. We thought it would be better to do this work in the winter and early spring.

Mr. LeMenager asked are the sycamore trees causing the most problems?

Mr. McMillan stated they are the trees that are raised most often by the residents.

Mr. Evans stated we originally scheduled having a workshop on trees, but I think we have enough information to move forward in considering this item at this time. We have discussed previously that the District has the right, but not the obligation, to maintain the trees in these areas. However, at the same time, these trees are located on District property. The areas we are discussing are areas that are adjacent to lots. Much of the confusion lies in the fact that if you are a new home owner and not intimately familiar with a lot of the policies, you see some trees being maintained and others not maintained. The other element is that even though the adjacent home owner is responsible for maintaining these trees, the District runs into the issue of enforcement. Sometimes enforcement can override the cost of fixing the problem. We asked Mr. Boyd to put together an exhibit that details where these areas actually are so that we have a better visual understanding of it. Mr. Haskett has done an excellent job of going through and looking at the trees in question, so we can qualify it. It is my understanding that this is the proposal to trim the trees that are on District property but are technically under the maintenance obligation of the adjacent home owner.

Mr. Haskett stated that is correct.

Mr. Evans stated the decision before us is if the District wants to modify its policies. It has the right but not the obligation. The policy does not necessarily have to be modified. It is just a decision by the Board if it wants to exercise that right on all of these trees to maintain uniformity and to accept the cost.

Mr. LeMenager stated I would say yes.

Mr. Evans stated that is the question before us today. Sometimes when policies mature, you have a better understanding of the working dynamics of trying to manage

certain elements, and sometimes you need to adjust and modify how you implement certain procedures for the benefit of the entire community. Having said that, we understand what the cost will be, which is \$13,000. It is my understanding that this work will not need to be done annually, but it will be periodically, every few years.

Mr. McMillan stated this proposal is to trim the elevation. There is more elevation with sycamores, maples and oaks as well as crown thinning. The time frequency on this can be every two to three years. I know in previous years, the CDD maintained these trees one year and the HOA the next year, based on the information I was given. Doing all of them at one time keeps the property looking uniform and aesthetically pleasing, rather than having a few rogue houses with tree limbs all the way down to the street.

Mr. Haskett stated I totally agree with Mr. McMillan. We trimmed these trees a year or 18 months ago in all the neighborhoods. It is good maintenance for the trees themselves. A lot of communities throughout the country have a maintenance program where the home owner is responsible throughout the year to maintain their trees and keep the limbs trimmed up 10 to 12 feet, water and fertilize them. However, the governing municipality or County would also come in every two to three years and do major pruning, especially for younger trees. A lot of home owners taking on this responsibility do not know how to do that maintenance. It is just good for our trees. If the District has the policy of replacing the street trees when one dies, we should maintain them, as well.

Mr. LeMenager stated I think the other thing we discussed was the whole concept of Traditional Neighborhood Developments and how, with all the best of intentions that the planners had, they may have actually gotten it wrong in places like Celebration and Baldwin Park. They all experienced the same problems, namely they installed really big trees next to houses. We are certainly not alone in this. The issue I wanted to discuss is, to what extent do we want to get involved in trimming the trees so that they do not touch houses?

Ms. Kassel stated I want to be clear that we are putting aside the discussion of policies regarding trees and at this point just discussing whether or not we want to do this particular tree trimming project apart from the discussion of the policy of the trees.

Mr. Berube stated that is correct, and I agree with you. We are not discussing the overall policy today, just looking at this proposal. That is fine because the whole tree policy probably does not require a lot more time than we are going to put into this

discussion. To Mr. LeMenager's question, how much of the canopy are you going to shrink? Are you going to just raise the elevation or are you going to crown the whole canopy and everything? What are the limitations on what we are going to do?

Mr. McMillan stated as far as reducing the canopy, I can only think of a couple trees that might be growing toward the house. I do not have any issue going through and cutting those limbs as they grow toward the houses. As they mature and they grow closer to the houses, that will definitely affect the price. But you do not want to cut the outside of the tree. We thin it from the inside and let the tree grow in its natural form but let air and sunlight pass through it. That is the main trimming you want to do on trees. As far as shrinking it, you really want to stay away from that unless it is something growing toward a house.

Ms. Kassel asked does the proposal include trimming trees that might be touching houses or close to it?

Mr. Haskett stated I would not say that this proposal keeps us from doing that. It is similar to a street light. If a tree is growing into a street light or may in the future by looking at the limb structure, it would be pruned back, just like it is around street signs. The assumption would be that if a tree is hitting a house, it should be trimmed back as part of the whole canopy structure.

Ms. Kassel asked is that included in the proposal?

Mr. McMillan stated yes. I apologize that I did not make that clear enough. On this proposal, the trees are not significantly grown to where performing that function will affect any time from the employees doing the work. It is included in this proposal, but in the future as the branches get bigger, it will be an additional cost. I am just informing you of that work later on.

Mr. LeMenager stated that will be years from now.

Mr. Walls stated I am supportive of the District taking on this maintenance for a couple reasons. One, as these trees mature and get bigger, it is harder for the individual property owners to do this job properly. A lot of people, including myself, do not know the correct process to do this. I have seen people mutilate their trees because they trim them up and they look ridiculous when they are done. I think this will help provide a more uniform look and make sure things are done the right way. I think the price is pretty reasonable when you consider all the trees on the interior streets. I am very supportive.

Ms. Kassel asked does this proposal only include the oak trees, not the sycamores?

Mr. Walls stated no, it includes everything.

Mr. Berube stated it includes 238 oak trees, 102 maple trees, 224 sycamore trees, 73 elms, and I believe that will be every tree on the interior streets that is not included in the regular service area for Luke Brothers.

Mr. McMillan stated that is correct.

Mr. Berube stated so it is virtually every tree on the interior streets that they would not otherwise trim.

Ms. Kassel stated when I reviewed the agenda package online, it seemed to indicate only oak trees. Is this included in the budget for tree trimming?

Mr. Berube stated the budget is \$15,000, and this proposal is \$13,000.

Mr. Qualls asked are we talking about trees located between where an owner's property ends and where the sidewalk begins?

Mr. Berube stated yes. The trees are in the grassy area between the sidewalk and the curb.

Mr. Qualls asked is the District taking this on because there is a right-of-way that has been dedicated to the District?

Mr. Evans stated the District owns that property.

Mr. Qualls asked this particular property was granted to the District?

Mr. Evans stated yes, at the time the plat was recorded, the property in question where these trees are located was conveyed to the District. The District has always owned that property and installed the landscaping. The policy was that the adjacent property would mow the grass and maintain uniformity with his lot and those trees. However, because of the constant change of property owners and renters, there has been a deficiency in the maintenance by those individual residents. To maintain consistency throughout the community, the District already has the provision that grants them the right, but not the obligation, to maintain those. What the District is considering today is exercising that right to maintain those trees on its property.

Mr. Qualls asked what is being contemplated is a one-time trimming?

Mr. Evans stated it is a one-time trimming, and we will discuss later overall policies as far as trees going forward. They are two separate issues, but the only thing before the Board right now is the exercising of the District's right to maintain the trees on its

property in these affected areas, as indicated in this proposal, which is included within the budget.

Mr. Qualls asked where is it stated that the District has the right, but not the obligation, to maintain these? If it is part of the infrastructure that the District would maintain, I understand that. Is there a written provision that says that?

Mr. Evans stated I have seen it but it has been a long time ago.

Mr. Berube stated we own the trees, and we have discussed this *ad infinitum*. When the tree dies, we replace it. It is pretty well documented that these are the District's trees.

Mr. Qualls stated the District has a contract with Luke Brothers for some different trees, which explains exactly what work was being done and it had a map attached that highlighted the areas, so everyone was in complete agreement as to what we were talking about. I would ask that your motion to approve this proposal be subject to finalizing the contractual details.

Mr. Evans stated the contract provides for the terms and conditions of the existing agreement. It also provides for change orders or add-ons, that are subject to the same provisions that are set forth in that agreement. This can be viewed as nothing more than a change order.

Mr. Berube stated when we saw this last month, there was a map that detailed the whole property and had dots showing all the locations of these trees.

Mr. Qualls stated I am just thinking ahead to two years from now when the Board is having this same discussion and wanting to know what happened. If you look at this proposal, I do not know that it necessarily makes that clear. Perhaps you could just incorporate that map into this proposal.

Mr. Evans stated we can include the map and the exhibit that shows those areas to make it very clear.

Mr. Qualls stated the contractual language that is referred to in the change order is a matter of taking the contract that has already been done and changing some provisions. I am not talking about a lot of legal fees to complete this.

Mr. Evans stated I think the existing contract we have with Luke Brothers provides for things like this already.

Mr. Berube stated we have done this kind of thing before.

Mr. Evans stated we can add work to their scope of services. It is still subject to the terms and conditions of the provisions that are set forth in the existing agreement that we have. That is different than accepting a proposal from a firm where we did not have a pre-existing contractual agreement.

Mr. Qualls stated I am coming from the standpoint of clarity and having everything set out. I think it makes things easier in the future. I would ask that you approve this proposal subject to review of the existing contract to add some language that this relates back to the existing contract and attach a map so everyone understands and is in agreement. That is my recommendation.

Mr. Berube stated to Ms. Kassel's point on the proposal, if you read #1 and #2, it does say oak trees. I think we need to remove "oak trees" on both those lines to clarify, as Mr. Qualls suggested. On #3, it is a little more detailed but it says "site" lines, and should say "sight" lines.

Ms. Kassel stated thank you, that is exactly what I meant.

Mr. Haskett stated for #1, it says crown cleaning of all street-theme oak trees because you do not want to crown thin sycamores or elms. That is why the wording was specific to oaks.

Ms. Kassel stated the total in the box says it is for the oak tree structural pruning program. It does not really talk about the other trees.

Mr. McMillan stated I can remove "oak" from that box and leave it as the structural pruning program.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the proposal from Luke Brothers for the structural pruning program for the interior street trees, in the amount of \$13,000, subject to the terms and conditions set forth in the existing landscape agreement, with the comments and corrections as noted.

Mr. Evans stated you may now proceed with this work, subject to the above changes that have been noted, so that we do not need to wait another month. We have the map, we have the original agreement, and we have all the other parts in place for this work to begin.

C. Dockmaster/Field Manager

i. 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.

ii. Field Activities

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 I understand from the last meeting in my absence, you had some questions about the shade structures at Lakeshore Park. In my mind, the structure would cover the climbing, jumping and play equipment, which it is. In my mind, you do not normally put shade structures over swing sets. However, knowing that, I am looking at alternatives to shade the swing sets and possibly moving them closer to the shade structures. As we move into spring, I can see where the sun will hit and how much shade we will get out of it. I will do what I can to make alterations to that.

Mr. LeMenager stated please consider planting trees as an alternative.

Mr. Haskett stated trees are a good thought. There is one oak tree there, but it is nowhere near big enough.

Mr. LeMenager stated it strikes me that sycamore trees grow really fast. If you put the right one in the right spot, I think that will provide a lot of shade over the summer. If you have a tree that sheds in the winter, that is fine because the issue of the sun being dangerous is reduced in the winter. You are primarily talking about high summer. To the extent you can plant a sycamore tree or two in there, within a very short period of time, you will have a significant amount of shade.

Mr. Haskett stated I will look into several options to see what we can come up with.

Mr. Walls stated I see the No Fishing signs on this report quite often. What is happening with them?

Mr. Haskett stated they keep disappearing. They are cemented in, and we have gone to using 180 pounds of concrete, but they keep disappearing. It is in one isolated location. We have ordered a steel pipe that will be filled with concrete, which is our last resort. We can mount them in the water to make it more difficult to remove.

Ms. Jeanna McGinnis stated the signs are there in the evening but they are gone in the morning, so it is a nighttime activity.

Mr. Haskett stated we continue to work on renovation of the restrooms at Lakeshore Park. Some accent trim on the gable ends will be replaced with a synthetic material rather than wood so they will not deteriorate. We are ordering new doors since they are rusted. I anticipate all this work will be completed by the next CDD meeting.

Mr. Haskett stated it has been mentioned about the bass boat being slick and dangerous. We do not want people falling overboard or getting injured, so we are looking at applying a non-skid material. I want to see if there are any objections from the Board before we start that work. I would also like to do that to the small pontoon boat, similar to the work we did on the large pontoon boat.

Mr. Berube stated I recall that same material will work on a metal boat.

Mr. Haskett stated it will in portions, but they have a non-skid matting material that we are looking at for the top deck parts. We will experiment with that, and the cost is about \$400 for materials to do that work.

The Board had no objections.

Mr. Berube stated the security cameras have been noted on the activity report. We have an IP address. Can people look at what is going on with the cameras?

Mr. Haskett stated yes, if the Board wants to allow access. There are different security levels that can be set for the cameras.

Mr. Berube stated I am curious as to whether or not we want to allow access to that information.

Mr. LeMenager asked do we have one that looks out over the lake?

Mr. Haskett stated yes.

Mr. LeMenager stated I would think from a marketing perspective, a live shot of Buck Lake would be nice.

Mr. Berube stated the same with the pools.

Mr. Evans stated as soon as you see the view corridors that are covered by the cameras, then you know where else to go.

Mr. Berube stated they do move.

Mr. Evans stated but you know the focus area that is being covered. If someone had ill intentions, then they could just circumvent that area. I am not sure what exactly is covered by the cameras.

Mr. LeMenager stated think about the promotional aspect. I remember when I lived in Europe, I would frequently log into the camera on the Celebration Hotel just to see what the weather was like. You would be surprised how many people will do that.

Mr. Berube stated it is the same thing with the pools. If you are wondering about going to the pool, you can see if it is crowded or if it is empty.

Mr. Haskett stated I will research the alternatives, but I believe there is a way you can isolate certain cameras. If there are four or five cameras in one location, there might be one showing the pool but not showing the other camera locations. I will look into it and report to the Board.

Mr. Evans stated we just need to decide if we want cameras for a security purpose or for a promotional purpose, or if they can be used for both.

Mr. LeMenager stated it is absolutely worthwhile to check. We can see about having a link on the local television station.

FIFTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. Moyer stated related to the Board's discussion last month on whether or not the Luke Brothers irrigation invoices were going to show up in our budget this year versus being accrued against last year's financial statements, our accountant went to the auditors, and they are going to accrue that in the 2011 fiscal year. The vast majority will not be included in this fiscal year's financial statements.

Mr. Walls stated it will affect fund balance, though.

Mr. Moyer stated that is correct.

Mr. Berube stated it will just make this year more accurate.

Mr. Moyer stated that is correct. We are 49% collected on our non-ad valorem assessments that are collected by the tax collector. Last year at this time we were 47% collected, so we are right where we need to be. On the expenditures, for the most part we are doing fine. We do have a couple overages, most notably under operation and maintenance contingencies where we are significantly over budget, but that is accounted for with the shade structure expense.

Mr. Berube stated we discussed how we were going to balance that out when we approved it. We were going to take it out of fund balance from last year but because of delays, it ran into this year.

Mr. Moyer stated we will do a budget amendment when we get further into the year and know with more certainty how we will end up.

B. Invoice Approval #141 and Check Run Summary

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

Mr. Moyer stated I have two additions to the check run summary. One invoice is from Classic Marcite in the amount of \$30,715 in accordance with our contract for remarketing the pools. Mr. Golgowski received one from Insight Irrigation for \$400. With the Board's permission, we would like to add those invoices to this list so we do not have to carry those forward for another 30 days.

Mr. Berube asked is the irrigation invoice for the person who was here yesterday working on Beargrass and Cat Brier?

Mr. Golgowski stated yes.

Mr. LeMenager stated given last month's discussion, I thought it was very timely that we received the Severn Trent invoice for assessment services. I have a question on the Woolpert invoice. We spent a lot of money for Woolpert in November, and I am sure we already discussed what that was about, but can someone remind me? It was for meetings and maps and discussions with various people.

Mr. Evans stated I talked with Mr. Boyd about putting together an exhibit on the tree issue to make it clearer to identify those areas that would be impacted by the contract. This has been going on over the period of a couple months to have it in preparation. Several months ago, perhaps at the October meeting, we considered having a workshop but we needed an exhibit that clearly identified the areas that would be impacted by the contract to do the tree trimming that we discussed, and also to delineate the areas that were covered. We need an exhibit that we can include on our website along with a definition of what is being covered, and this will be the exhibit that will be attached and incorporated into the agreement.

Mr. Berube stated I have a question regarding the payment to Creative Shade. There was an addendum to the package where they added \$208.56 to the invoice for City and

County permitting fees. When I look at the original contract, there was already \$750 included for permitting and permit applications. I think Mr. Moyer said it was fine to pay, which is within his purview, but I wonder why we are paying an additional \$208.56 when there was \$750 already noted for permitting. This goes back to last month when Mr. Moyer requested an additional \$300 for the Bobcat because the auditors like to make sure everything is approved. If we needed approval for the extra \$300 last month, where is the line drawn for when things do not match what is previously approved?

Mr. Moyer stated that is a good point. I probably should have brought that to the Board for approval. We try to pay these vendors timely because there is a State law that says we have to pay them timely.

Mr. Berube stated no disagreement.

Mr. Moyer stated when put in those situations, I think the policy would be that if there is sufficient time to bring it to the Board, we will bring it to the Board. If there is not sufficient time, under the Prompt Payment Act of the State of Florida, we will make those value judgments on a case-by-case basis.

Mr. Berube stated it is \$208 on an overall \$30,000 invoice, which is minimal. Where do we draw the line: \$200, \$400, \$800? When we have a contract and it is clear, when there is an additional fee, perhaps the vendor made a mistake and did not include it in the contract.

Mr. Haskett stated I do not have the contract with me, but I am sure it said there was a cost outlining the \$750 for the process of permitting, and there was an open area that said "to be determined" for the actual cost of the permit. That \$208.56 was the actual cost of the permit. A contract will not typically include the amount a County will charge for a permit. They will only charge what they know their process is going to be.

Mr. Berube stated so their \$750 charge was to fill out the permit application and go through that process, and the \$208 is over and above for the permit.

Mr. Haskett stated that is correct.

Mr. Evans stated they were still the lowest bid.

Mr. Berube stated this is a topic for our budget workshop later in the year, but I think we need to add a line to our balance sheet and budget to break out Maxicom as a separate line item in the budget. This is getting expensive. We have proposals to consider today, and we need to monitor it as to how much it costs.

Mr. Evans asked you are just asking for a separate budget line item where we can track repairs and enhancements?

Mr. Berube stated yes, for everything related to Maxicom. We are still paying phone bills but yet we have the radio communication system. Is this a timing issue? Are the phone bills going away?

Mr. Gologowski stated we had the wireless system installed, and we still expect it will work, but we decided to keep everything the same for a month to make sure everything is operational. That is where we are now.

Mr. Berube stated last month I raised the BrightHouse bills several times. Mr. Tome mentioned that they will be reduced by \$30 each month. That did not happen. Is that also due to timing?

Mr. Haskett stated it did not happen. I received an email from Ms. Wendy Ritter at Severn Trent in the middle of the month that stated it did not go down. I made a phone call to BrightHouse and spent several hours on the phone with them to confirm that it would be reduced.

Mr. Berube stated there is an invoice on the debit cards, \$60.20 for work pants for employees. I agree that we wanted them to have uniform shirts, and I have no problem with that. Why are we buying pants?

Mr. Haskett stated they are destroying their pants by the work they do for us and the activities we have them do, as well as chlorine stains and other daily duties. I figured that was part of a uniform since it is a maintenance activity. If that is not is the way the Board wants to go, I can certainly correct that.

Mr. Berube stated I think we walk a fine line there.

On MOTION by Mr. LeMenager, seconded by Mr. Walls, with all in favor, unanimous approval was given to the invoices, including Insight Irrigation in the amount of \$400 and Classic Marcite in the amount of \$30,715 as presented and discussed.

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. Discussion of November 2005 CDD Assessments

Mr. Moyer stated this work is still ongoing. We are not in a position at this meeting to give the Board any closure or resolution at this time, other than to tell you we are still working on it. It is an interesting process, and the offer that Mr. Koncar provided to the Board was based on his understanding of conversations he had with Ms. Karen Ellis that assured him that Mr. Evans did outline for you properly the procedure for paying debt service. Without having the hard facts, Ms. Ellis was convinced that the debt service portion was paid by the developer. There is a question on the operation and maintenance portion, which is the reason Mr. Koncar wrote his letter stating that if there is a problem, they will certainly take care of it. I am not asking you to approve anything until we can put the material together and bring it back to the Board so that you have a comfort level that the assumptions that have been made are, in fact, supported by the facts. We are still working on that. We lost a little time in December because of the holidays. There is a lot of material to retrieve from storage. We asked Mr. Evans to go back and look at some of his records to see if he can find correspondence that will support one position or another, and he is in the process of doing that for us. We will bring this item to you when it is ready to be discussed.

Mr. Qualls stated as the Board directed, we contacted the tax collector, who worked with the County department that is performing the work that the property appraiser is supposed to be doing. My understanding is that the tax notices have been corrected and those refunds have been processed as far back as two or three weeks ago. From that standpoint, that is good news and it takes care of those people who paid the combined notice. The property appraiser was awesome to work with and really did a timely job in getting those things accomplished.

Mr. Walls asked where are we in the process of notifying the impacted property owners as to what is going on? I spoke to the woman who was in the audience last month, and as of a week ago, she had not received anything.

Mr. Moyer stated that was intentional; it was not an oversight. Until we can actually determine with certainty where we are and whether or not Severn Trent will pay additional fees if there is a problem with the debt service portion, any letter we send

under advice of counsel will say that we might still foreclose on your property, and I did not want to send a letter like that to the residents. I would rather have them be angry at us for not sending the communication but getting the correction and rebate from the tax collector. Until I can actually write a letter and tell them with certainty what the situation is, I do not think that is in our interest to do. I think Mr. Qualls is absolutely correct; if there is a problem and these monies do not get paid, then we probably do need to include the language about enforcing the assessment, but I hope we never have to get to that point.

Mr. Berube stated I am confused as to why there is a question about the debt assessment versus the operation and maintenance. We keep separating this into two things, but the reality is, residents received one bill. Some people paid and some people did not. We are \$49,971 short in fund balance, and this is what it comes down to. We keep breaking debt service from the operations and maintenance.

Ms. Kassel asked are we not obligated to collect both the debt and the operation and maintenance assessments?

Mr. Evans stated let me share some of the information we have uncovered. During that period of time, the only lots that were platted that the County was aware of were in parcels B and C. Even though parcel D had been platted, they missed that. At that time, there was a developer funding agreement that says when the tax collector sends a bill to the home owners to collect those funds and the District sends a bill to the developer for the lands that the developer owns, once all those funds come in, if there is a shortfall, the developer is responsible for paying the difference. We believe that is what took place at that time. All the operation and maintenance bills were paid, and the debt service was paid. We know that so far. There are only two sources of revenue. There was no reserve fund that could have accumulated any interest at that time. We were just implementing the 2004 capital improvements at that time, so there were no reserve funds that could have been used to pay these shortfalls. You cannot use the capital improvement funds for infrastructure to make debt payments. We also know there was a debt service reserve fund that was established with the bonds that was not utilized at the time. All these different things we are looking at. Right now, we believe the debt service and the operation and maintenance assessments were paid by the developer. We are looking to verify that. In the event that those bills were actually paid, the question arises as to

whether or not the District has standing to pursue recovery of a bill that was paid by someone else. Those are the things we are trying to narrow down. The debt service was paid, and all the operation and maintenance bills were paid. There was a developer funding agreement in place so if there was any shortfall, the developer had to pay it. That is where we believe it took place. It was more of an accounting issue than a funding and collection issue. Once the lots were platted is when those bills went out. We are trying to sort that out and review those old documents.

Mr. Qualls stated until there are facts, I cannot apply the facts to a law to render a legal opinion. What I am hearing in legalese is that the assessments were imposed and levied against all the property in the District. Some of that property was owned by the developer, and some was owned by other residents and landowners. What may have happened is that the developer paid all of the assessments against developer-owned property and then the developer came in and paid any shortfall that was remaining, so that there is a possibility that the developer also paid the assessments that were levied against these 19 parcels. If that is the case, we would be remiss in collecting an assessment that has already been paid, and I could not advise to do that. There are a lot of questions that need to be answered. I am not rendering a legal opinion simply because I do not have the facts, and I have not been asked to render that legal opinion. Earlier this week, I sent an email to the Board, and the idea of the email was to summarize special assessments and their collection. One thing I want to point out is on page 2, where there is a typographical error that might cause some confusion. At the bottom in the second bullet point where I am talking about the roll that is sent to the tax collector for collection, we say this process avoids foreclosure, which is correct. It then says that this process is "faster" and it should read "fairer and more efficient" than foreclosure. In any event, that summarizes and educates you on special assessment law. There was a lot of discussion last month about the adoption of a policy. Severn Trent has a policy; it is an excellent policy. For the record, our strong advice is that the District adopts this policy and uses it from this point forward. There are still a lot of facts that have to be gathered before I would feel comfortable rendering an opinion as to whether or not the assessments have been paid.

Mr. Berube stated in my mind, it is very easy to figure out if the developer paid it or not. The developer funding agreement obligates them to pay if there is a shortfall. If we

had an overage in that year, then they did not pay because we had money left over. They only pay if there is a shortfall. I see Mr. Evans shaking his head. Then where did the extra money come from?

Mr. Evans stated the developer paid the same assessments as everyone else. Because it is estimated, in the event there is a shortfall, the developer pays the difference. For the operation and maintenance assessment, we had a budget just like we do now. We estimate going forward what those costs will be. Keep in mind that the CDD was in its infancy, so we made our best guess of what our costs would be. If you underestimate those costs after the tax bills have gone out, we have already collected what we are going to receive from the property owners, so the developer picks up that difference going forward.

Ms. Kassel stated we need to identify what "shortfall" means. Do you mean a shortfall in the collection of assessments or are you referring to a shortfall in funding to pay bills? Those are two very different things.

Mr. Evans stated it covers both. As we estimate the operation and maintenance for the daily bills, the same thing applies. Typically under the debt service, there is a debt service reserve fund that is set up when the bonds are issued, in the event there is a default on paying all or part of the debt. When the proceeds are received from the bond issuance, there is a reserve fund that is set up. There were no claims made against the debt service reserve fund. So that means there were sufficient funds to pay the debt. The only source those funds could have possibly come from was the assessments collected from the property owners through the tax collector, or from the direct bill that went to the developer.

Ms. Kassel stated I am not really following you. You are talking about the bills rather than the shortfall in the assessments that were collected.

Mr. Evans stated I am talking about both. The agreement applies to both. In the event these 19 lots did not get paid by those individuals, if there was a shortfall, it would have been covered by the developer. That means the debt was covered. This is the reason we are trying to dig up old invoices and emails and reports to show the developer was billed for that shortfall from those people not paying for the debt portion. We know they paid the operation and maintenance. Now we are looking at the debt, which I believe was also paid by the developer. We are still doing our research and we are not trying to come to

any conclusions right now. The thing we do know is that all the bills for operation and maintenance were paid during that period, and the debt was paid during that period. There was not a shortfall.

Mr. Berube stated that might have been because of careful management that year. What we are getting down to is a budgeted number, which is a forecast, versus the actual number for the year ended. There is always a spread between those two, and you can go over budget or under budget. Apparently, that year we were under budget.

Mr. Evans stated we do not know that. You are assuming that there was a surplus, and I have not seen anything that suggests there was a surplus.

Mr. Walls stated the collections are assessed in a manner where you assess a property for an amount that is enough to cover the debt service and add to the reserve account and to fund balance.

Mr. Moyer stated no, that is not how it was done in the District's early years.

Mr. Evans stated there was no reserve.

Mr. Walls stated there is if you collect 100% of the amount assessed to every property.

Mr. Moyer stated that is correct for assessments collected on the tax bill because there are discounts and collection fees.

Mr. Walls stated that is what I am saying; you assess more than you actually need.

Mr. Moyer stated that is correct for assessments collected by the tax collector.

Mr. Walls stated you have to factor that in, as well. What is the priority as far as paying debt? Do you use the debt service reserve funds first or do you go to the developer if you did not collect enough money for principal and interest?

Mr. Moyer stated the way this worked in the past—not currently, but back in that timeframe—the trustee would write Severn Trent and say there is a May 1 payment that is coming due. There is x amount of money that they received from the collection of platted residential lots on the tax roll that Severn Trent provided to the trustee. If the principal payment was \$100,000, and we collected \$60,000 from the tax collector process, we would write Birchwood a letter saying we have a May 1 payment in the amount of \$100,000, and we currently have available from tax collections \$60,000, so please send us a check for the balance. And that is what the developer would do.

Mr. Walls asked the bond documents specify that you contact the developer first as opposed to taking money out of reserves?

Mr. Moyer stated yes. Under our documents, it is not a technical default to use the reserve funds. Sometimes you need to use the reserve fund for timing issues. It certainly is not looked upon favorably by the bond community if you use reserve funds.

Mr. Walls stated my first point in looking at these calculations is that you assessed more than you needed so that people can take discounts.

Mr. Moyer stated we also need to pay the tax collector and property appraiser.

Mr. Walls stated those discounts can fluctuate depending on when people pay.

Mr. Moyer stated as it relates to the discussion we are having on the debt service side of the equation, and even the operation and maintenance, the developer owned a substantial portion of the property. If we are billing it all off roll, then there are no discounts or collection fees.

Mr. Walls stated that is true for the developer's property, but we are also talking about a very small piece.

Mr. Moyer stated that is correct, a very small piece with very small dollars.

Mr. LeMenager stated this is a nice discussion, but we seem to be ignoring something. There were 36 bills that were sent out and 17 people paid them, and the others did not. On top of that, there were several other hundred tax documents that were sent out. Residents like me paid our share. If you want my support for whatever the final decision is, I want to see some proof that these 19 were paid specifically and not some general comment that it was covered in something. There were a lot of bills sent and some were paid, and others were not. As I pointed out at the last meeting, it comes down to the majority of those properties being owned by two builders. Builders tend to not pay these bills until the property is sold. I think we discussed last month that there were liens on these properties. If the title company did not catch them, then people have an action against their title insurance. If the seller knew that these letters existed and did not disclose that at the time of the sale, then I believe the current owners have an action against the seller. The bottom line is, 36 bills went out, 17 were paid and 19 did not get paid. It seems pretty straightforward.

Mr. Evans stated I wish it was that straightforward, but we are not sure that those 19 were not paid.

Mr. LeMenager stated I understand that, which is why I want proof that they were or were not.

Mr. Berube stated they were not paid by the person who received the bill.

Mr. Evans stated therein lies the issue. Because everything else was paid, that is why we believe the developer picked it up under the developer funding agreement. We do not want to tell someone they need to pay an assessment that has already been paid, which is why we are approaching this so cautiously with advice of counsel. Before you tell someone that you are going to foreclose on their home, you need to be able to prove there was an outstanding debt that was not paid by anyone. I can pay your property taxes if I want to, and the tax collector will take it. But this is why we are being so cautious. Before you file an action or threaten anyone with foreclosure, you had better be right, especially in today's market. The last thing you want to do is make an accusation. You have to prove it was not paid by anyone. Right now, based on the documents we have reviewed, we cannot prove that this portion of the debt or the operation and maintenance was not paid by the developer or was not paid at all by anyone. In that case, that property owner will still be liable for it. Before we start sending letters to residents saying we are going to foreclose on their home, we are not to the level that we can sit in a courtroom and prove that was not paid by an alternative source, in this case, the developer pursuant to the developer funding agreement. That is the challenge.

Mr. Walls stated I want to be clear that regardless of the outcome of this investigation, I do not want to foreclose on anyone's property. I want to find out what happened. But because we have collected enough money to pay the bills, that does not mean it voids their obligation to pay or that the assessments of the property owners at the time were taken care of.

Mr. Berube stated I agree.

Mr. Walls stated we run surpluses in our general fund every year. Just because we have a surplus does not mean that some people do not have to pay. I do not want us to go down that road.

Mr. Evans stated I support that position, and I agree with Mr. Walls that we do not want to start foreclosure proceedings. However, if we determine and can prove beyond a shadow of a doubt—and the preponderance of the evidence lies with us—that no one else and the developer did not pay for those outstanding lots, then the District has an

obligation to go pursue it, even if it takes the route of foreclosure. If we can document that those individuals did not pay and the developer did not pay that amount, then we have an obligation to pursue it.

Mr. Qualls stated Florida law says that assessments that are lawfully levied and imposed constitute a first lien, equal in dignity to a tax lien, and the result for non-payment is loss of property under the Constitution. For the record, our strong advice is for the Board to adopt this policy that is already been created. It is a good policy and it makes it clear the way the roll is collected by the tax collector and the roll that is collected by the District through its manager on non-platted parcels. Moving forward, I want to make it clear that this is our strong advice.

Mr. Walls stated we are forgetting that Severn Trent has also sent us a letter offering to pay the operation and maintenance fees. I do not see why we would get to the point where if we determine that the debt payments were not paid, that Severn Trent would not also pay those, as well. They sent letters to the property owners, we discussed if estoppel letters were sent, and it is all the same to me. It was one bill.

Mr. Moyer stated if even if it was just one bill, if a portion of it had been paid, then we need to document that it has been paid. Severn Trent is not going to just write a check to make everyone feel good and enrich the District unnecessarily. They will honor their obligation to this District if there was a mistake made, if the estoppel letters were wrong, if the payments were not made. If that is the case, then I am 100% in agreement with you.

Mr. Walls stated if that is what we find, I just want people to understand that. I do not want to pursue foreclosure.

Mr. Evans stated I agree with you wholeheartedly that is not the action that we want. We just want to make sure we document everything that we possibly can. However, we do not have a lot of choice in the matter if we can document that those fees were never paid by anyone. We then have an obligation to pursue collection of those fees, and that course entails possible foreclosure. We need to approach this very cautiously to make sure we have the facts.

Mr. Qualls stated as the memorandum says that I sent to you, the roll that this District provides for non-platted lots is sent to the District manager for collection. Because that is not part of the roll that is sent to the tax collector for collection on the property taxes where the recourse for non-payment is the sale of tax certificates, this particular roll is

collected through the District manager. Foreclosure is the collection option, and then our advice would be to pursue that.

Mr. Evans stated then we would send them a bill and they do not want to pay but they do simply in lieu of foreclosure, in which case, they may have action against a prior owner. That is why we are trying to be so cautious about simply saying these bills were never paid so the only recourse is to send them a letter and if they do not pay this bill now, even though they inherited the problem, we will foreclose on their house. That is why I keep reiterating that we should not proceed in a certain direction until we can actually document it. If that is the case, then we will be sitting in front of a judge trying to prove it, and I do not think there is enough evidence that we have found so far that would support a claim that those fees were not paid by someone.

Mr. Berube stated perhaps I am being simplistic, but it all comes down to the developer either did or did not pay this \$49,000. Before they will write a check for \$49,000 over and above their regular bill as part of the developer funding agreement, we must have provided a bill to the developer saying that these 19 people did not pay and we are looking to you for payment.

Mr. Moyer stated we would not have said 19 people did not pay their assessments; we would have said this is how much we owe for a payment that is due on May 1 or November 1 and you need to provide us with a check so that we have enough money to make that payment. It did not have anything to do with any particular number of people not paying their assessment. If no one had paid their assessments, the bill would still have gone to the developer requesting \$100,000 for the May 1 payment.

Mr. Berube asked did that happen that year? Did we request that money from the developer?

Mr. Moyer stated yes.

Mr. Tome stated that still happens today.

Mr. Walls stated it sounds like it is part of the normal process.

Mr. Tome stated we end up paying \$1.5 million each year for deficiencies.

Mr. Berube stated it all blends into one bucket of money.

Mr. Moyer stated that is what we have to go through and research.

Mr. Berube stated we will not find \$49,000 as an individual line item.

Mr. Moyer stated that is correct.

Mr. Evans stated we know it was received because the bills were paid, but it is not a specific line item that breaks everything down for those specific lots.

Mr. Moyer stated we do not break the lots down. When we send the bill to the developer, it is not x dollars for all the lots that they own. It is one bill that shows one charge. It is not lot specific.

Mr. Berube stated in that case, they would have received a preliminary bill for their amount due that year, and then when they realized there was a shortage, if there was one, then they would have received a separate bill. But that is not the case.

Mr. Moyer stated that is not the way it worked then.

Mr. Evans stated it is at the timing the debt payment has to be made because they had not collected it. The property tax bills are sent in October, but the debt service that is collected from those is not paid until May. When that payment date approaches, they send the developer a bill for the shortfall.

Mr. Walls stated overall, there is an assessment methodology that applies to the developer's payment, just like for our lots. There should have been a set amount based on that assessment methodology that the developer should have paid for the entire year.

Mr. Evans stated those line item amounts were not specified on the invoice. I have not found anything to say that the developer did not pay it. Everything I have seen so far leads me to believe that the total amount was paid. There are two sources of revenue to pay that bill, and it got paid. The lot owners did not receive a special assessment for a shortfall for that. The only other likely source is from the developer pursuant to the developer funding agreement.

Mr. LeMenager stated that is with respect to debt.

Mr. Evans stated it applies to operation and maintenance, as well.

Mr. Moyer stated that is correct.

Mr. LeMenager stated we can probably trace those payments in the accounts.

Mr. Berube stated if 17 people come back and want their money back, they can get it from the developer since the developer paid for the other 19 people.

Mr. Evans stated not if they were obligated to pay it.

Mr. LeMenager stated the other 19 were also obligated, but they just did not pay it. Two of those are builders.

Mr. Evans stated this involves a lot of research, and we believe it is more of a clerical error at this point.

A Resident asked did I hear that you issued a request to the tax collector to rebate people who have paid?

Mr. Moyer stated that is correct.

The Resident asked did they indicate when that might happen?

Mr. Qualls stated the indication I received is that those were being processed shortly after last month's meeting.

The Resident stated I have not received any notification. I was one of the ones who paid on a lot that I just purchased about a month ago. I am looking forward to my refund.

Mr. Qualls stated I have an email from the tax collector that says the refunds were being processed. If you have any issues at all, I am more than happy to help clarify that with the tax collector.

The Resident stated thank you very much.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Qualls stated I mentioned previously the policy from Severn Trent that I advise the Board to consider adopting as a policy.

Mr. Evans stated I remember when we first saw this, about 2007. We have been operating under this policy because we engaged Severn Trent for this work.

Mr. LeMenager asked is this not already our policy?

Mr. Qualls stated you can make it crystal clear that it is your policy.

<p>On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, unanimous approval was given to adopt the policy as provided by Severn Trent related to assessments and collections.</p>
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B. Engineer

There being nothing to report, the next item followed.

C. Developer

i. Consideration of Irrigation Proposals

Mr. Golgowski stated Mr. Berube asked some questions earlier in the meeting related to the irrigation system, and these proposals may speak to that to some degree. Staff asked for some outside help. By way of a brief review, our irrigation system consists of

several components. We have in the field, throughout town and in all the parks, a number of controllers that control the sprays and how they work. Those are the silver boxes that you see, and there are about 26 of them. They turn things on and off. They are controlled centrally by a software program that is called Maxicom. Nonetheless, you need some sort of controllers in the field, whether or not you have a centralized control system to operate those things. We have 352 spray zones attached to those controllers, and we have many irrigation heads beyond that. Separating Maxicom from the irrigation system is sometimes a challenge, but over the years since this was first installed, the whole thing has not necessarily been maintained as it should have been because it was left to others to take care of on our behalf. Now that we are at a point where District staff will assume responsibility for the heads and all the hardware related to this system, it struck us that it might be a good time to do an assessment of what we actually have so that we are not coming to the Board every month with repair bills. I liken this to a car where we have been repairing things as they break but we have not been changing the oil or keeping up with routine maintenance. We have left that to the landscape crews to do. The first proposal is from Insight Irrigation, which is broken into three parts. They will perform an audit of what we have now. Part A will look at the hardware that is in the field and see what is right, what is wrong, what kind of shape it is in, and look at how we have recorded what is going on in the field as to whether or not zones contain shrubbery or turf or trees or annuals, to make sure that when the commands are being sent to them, they are being addressed correctly. Over the years, we have added to the spray zones, and things have gotten a little out of whack as far as record keeping is concerned. They may not be correct, and we have discussed previously that things are not being irrigated properly. Part A is intended to address that. Part B is mapping our zones. When you go out and try to attack a particular location on the ground, you go to the controller. Right now, you have to go through 12, 24 or maybe 48 different zones in order to find the one you want. This effort requires two people: one at the controller turning the switches on and off, and one down the street out of sight saying yes or no. This will provide an actual map of the coverage so that effort can be avoided, and we would also have a better idea what is going on when you flip a switch. Part C addresses the communication among all these things. We have wires running all over town from controllers to weather stations to centralized units. Although we have the plans for those, we are not really sure how they

were actually installed or what kind of shape they are in. Part C will address that so we can get a better handle on the controller system. It will also set the framework for going to flow sensors if that is the Board's desire. There is a cost associated with each of these parts.

Mr. Golgowski stated the second proposal is from Walker Technical Services. Mr. Mike Walker manages the true centralized control of the Maxicom system, and he does that under contract, which he has done for the past four years. He is obligated to check it once a month and perhaps make two or three adjustments to programming per month. He does that for \$250 each month, and that has not changed since the contract started. This proposal anticipates that I will monitor it on a daily basis, and I do what I can, but I find myself calling Mr. Walker most of the time, asking him what is going on since things are not working the way they should be. This proposal would increase Mr. Walker's role to 100% management, where he will be on the job continuously and there would be no break in his coverage. The advantage to this is that you have a professional doing this, someone who makes his living in this and is nationally known for his capabilities in this area. He will be able to have a sterner hand with our landscape crews when water is applied and when repairs are made and that kind of thing. We should see some savings in that regard. He will perform this for an increase of \$500 per month, or \$6,000 per year. It sounds like the system we have is a big part of our budget and a big part of the park operation, as well as a big part of the appearance of Harmony. We think in transitioning into staff control of the system that this is an opportune time to also have professional management of the system itself.

Mr. Berube stated I think it is an admirable proposal. I want to remind everyone that it was Mr. Walker himself who stood before us three or four months ago when I asked him what value does he bring to monitoring the Maxicom system. His response was "not much." That was remarkably honest. What we are going to end up with, if we accept his proposal to increase the monitoring, is a daily dose of "not much." The reason is, that we have discussed previously, when Maxicom was installed, we did not have flow meters. Without flow meters, this is like a Corvette running on two cylinders. We have already looked at the analysis on flow meters and the payback period. A \$60,000 investment in flow meters and trying to recover the money through water savings is not there. The other thing that is coming is, at some point Toho Water Authority (TWA) will not let us run the

water anytime that we want, which we can do now. South Florida Water Management District (SFWMD) will put us on a schedule of watering two days per week. Maxicom will be even more of a fancy thing with timers that will be limited to two days per week. The proposal for mapping is very nice except for the fact that we gave the job to Mr. Druckenmiller. I have a high level of confidence that he will be able to look around and see where water is being applied and where water sprays need to be adjusted. I believe at some point, Mr. Druckenmiller will be able to take over monitoring the Maxicom system in the office that Mr. Golgowski is doing now. If he cannot, then perhaps we made the wrong decision, but I have confidence in him, and I think that is the way we ought to go. This is a lot of money to conserve water that we really do not spend that much money on. I know we think we spend \$100,000 a year on water, and we do, but we are in the midst of reducing the meter sizes to save a significant amount of money. We are really figuring on \$50,000 a year for reclaimed water, and that is what we spend. I gather it is not all about water savings, but we are being asked to spend \$11,000 on a map and to take on another \$6,000 over and above what Mr. Walker is already charging us to try to save some water. I realize it is not all about the water. It is about maintaining the landscape and everything else. With exception of the Maxicom system that I understand Mr. Golgowski wants to get away from and I get that, I really believe that maintenance really ought to be done by our people. Outside contractors are an expensive nicety. We have been slowly bringing things in-house, and I think we ought to continue that direction. When you pay for outsiders, you are paying for their labor. That is all fine and good. What I am saying is I do not see value returned. The value equation to me on this entire proposal just is not there. I do not see where we will recover the money. We might need to make some adjustments to what we do with Maxicom. The mapping will be a nice book, but I think it will sit on a shelf somewhere and virtually be unused.

Mr. Walls stated I largely agree with Mr. Berube. We took Luke Brothers out of the maintenance piece of the irrigation system. They should still be involved in determining schedules and when water gets on our landscaping and those kinds of things.

Mr. Golgowski stated we should be getting feedback when there are issues. I think the District should be at the controls.

Mr. Walls stated I agree that they should not have the oversight. But we hired them to maintain our landscape, and I want to listen to them in that regard. It is like we are trying

to create some kind of rocket science out of irrigation. I understand we will save money and conserve water and those kinds of things. But either we are putting enough water on the plants or we are not. Hopefully with our staff and Luke Brothers, we can make that assessment and fix things without having to constantly spend this additional money that we keep talking about.

Mr. LeMenager stated I find myself wholeheartedly agreeing with Mr. Berube. I think the strongest point he makes is that we just started with Mr. Druckenmiller. We just brought this in-house. We have no idea how that will really work out, but we have really high hopes for it. I have not done any sort of cost-benefit analysis. My feeling is that it probably does not pay for itself. But before we go through that, we should give Mr. Druckenmiller three to six months and see if it actually pans out to be as good as we are hoping. I think the idea of a map is wonderful. It is a great idea.

Ms. Kassel stated the irrigation system needs a lot of attention and needs to be maintained. It might be an issue of needing to utilize Maxicom better, and that may have been the motivation for bringing these proposals. We just brought Mr. Druckenmiller in-house. There are other considerations, including the cost of installing the flow meters, and if TWA is going to limit our water use further, then I also wonder if we should really pursue this.

Mr. Evans stated I would like to hear Mr. Smith respond to the comments that the Board has made.

Mr. Smith stated I appreciate the time to be here. I am not here to sell sprinklers. I am simply here to be a consultant and look out for your best interests. I understand your arguments and where you are coming from. I do not look at this as getting a fancy map and some documentation to try to enhance Maxicom. What I see over and over in my experience doing this my entire life is, Mr. Druckenmiller is a really great guy. I met him yesterday. You have a \$100,000+ irrigation system here and you are putting all your eggs in his basket. Mr. Druckenmiller is playing catch up, so there is going to be a process for him to learn this. In six months from now, if something happens to Mr. Druckenmiller, you do not know what you have. It sounds like historically you have no idea what your irrigation system is right now. I look at this as a system, whether you have Luke Brothers or someone else coming in three months or three years from now, you know what you have and you can instruct them on what they need to manage. Whenever they do billing,

you can tell them to note the zones and spray heads where they worked. Then you have a way to track your invoices and where your money went. If you purchased sprinkler heads two years ago, Rain Bird has a five-year warranty on all parts and equipment, so you can track if you are getting your money back. There are so many things this system does. You talked earlier how to handle payments with mortgages and other things, and it is the same thing with your irrigation system. You need to have a way of knowing what is going on. You could be pumping hundreds of gallons a day into some buffer zone into some wetland area and not even know it. That is highly likely. When I was here yesterday, I saw things that were broken, and you have issues. It will take Mr. Druckenmiller the better part of a year to understand what the issues are. If Luke Brothers had been managing this system for the past several years, this is a great opportunity to get a third-party independent opinion. You may find that you have \$50,000 worth of heads that they said they were billing under contract. I need to put this into that perspective. It is not just a map; it is a system. You should be able to hire anyone at any time. Mr. Druckenmiller will be a great technician. But what we are talking about with the monitoring of the Maxicom system is when Mr. McMillan notes there is a dry area and goes out to a particular zone to fix it, knowing what number zone it is. The map makes it simple. It puts everything in perspective so there is no ambiguity and so you do not just spend money and have no idea where it is going.

Mr. Golgowski stated in a typical week, I will receive at least one or more notes from Mr. Walker asking if I know that zone 3 of controller 17 is not running and looks like it has not run for a while. That is probably leading to some of the turf problems that we have had. I know I am pointing out my own deficiencies in monitoring when I say this, but Mr. Walker knows what he is doing. He can tell me to check the controller that is probably at fault. Mr. Druckenmiller can go out with that information and the zone that has not been running in the Estates for a while can now be fixed. Mr. Walker can hone right in on that.

Ms. Kassel stated there has still been oversight, even if we did not increase Mr. Walker's proposal by 300%.

Mr. Golgowski stated he is doing this now out of his good graces. His contract provides monitoring one time a month for that fee. He has taken pity on me and supports me much more frequently than once a month.

Mr. Berube stated looking at a report on a computer once a month for \$250 is pretty good money. The reality is, to Mr. Smith's point, what happens if Mr. Druckenmiller leaves in six months? What happens if Insight Irrigation goes out of business in six months? What if Walker Technical Services goes out of business in six months? I know we do not anticipate that happening, but it is a reality.

Mr. Smith stated once you have all the documentation, then it is yours.

Mr. Berube stated that is only useful for people who can read it. My other point is, we have had several landscape contractors come in and absorb the system and patch it as they go and manage to keep water spraying. Now we have Mr. Druckenmiller. The point of bringing him in was to have direct oversight. I do not care what anyone says, Luke Brothers has not been out there every month turning on every zone and walking the zones to see what is happening. I anticipate that Mr. Druckenmiller will spend more time on it than Luke Brothers did. He should notice very quickly if there is a zone in the Estates that is not running. I know we keep coming back to Mr. Druckenmiller, but there is a reason we brought it in-house and a reason we spent money to make that investment in him to primarily manage the irrigation. Now we are taking all that away with these proposals. There is nothing wrong with any of these proposals, other than it is going to cost us a lot of money for a benefit that I simply do not see. Spending \$50,000 per year on water is a lot of money, but in the overall scheme of things, we could have a bubbler running for three days or a stream of water running for a week and we really do not notice it. I am more in favor of letting Mr. Druckenmiller work with this for a while to see what is happening and keeping everything, including Mr. Walker, running at its current level of assistance. If this does not work in six months or so, then we can revisit it.

Ms. Kassel stated if that zone is not running and has not been running for some time, I wonder why we did not hear about it earlier if we have a contract with Mr. Walker. I am confused about that.

Mr. Berube stated I think that was a random comment.

Mr. Golgowski stated that is correct; it was a hypothetical comment, but things like that have happened.

Mr. Berube stated that is largely because the irrigation crews were not doing their job. We realized that some time ago and made that change. Now we have people under our direction and if they are not doing their job, we should be able to make pretty quick

assessments and make changes right there in the field. He is our staff member and we will be watching him.

Mr. Tome stated you just recently commissioned the engineer to make a map of the trees in the community and where they are located as an exhibit to the contract to maintain the trees appropriately. I would see that as an easier task because they are above ground and you can see where they are. I would offer to you that it makes sense to have a map of the irrigation system, which is a lot more complex and something that is underground and unseen by the naked eye. We do not fear that Mr. Druckenmiller will ever leave, but there is a chance that something could happen someday, and that learning curve continues to be an issue. While I do not have concrete evidence to prove this, this District has spent tens of thousands of dollars in plant replacements in some areas, and a lot of that has to do with cases where it was not getting adequate water because of zone issues or misreads or whatever it may be. It is one of those things where you either pay now or later. One of the things we have to realize is, now that you have brought irrigation in-house, which I fully support and think is a great idea, at some point when it comes time to replace pallets of sod, there will be moments where there will be some finger pointing between the landscape company and the in-house irrigation technician. Having other documentation could prove valuable, whether it is the map or the zone input from Mr. Smith or the monitoring that is being done by Mr. Walker, outside of the best effort that can be given by someone who has done this for 30 years.

Mr. LeMenager stated I am a little surprised that we do not have a map already. What are we talking about with respect to the map? We have zones; do you know where the zones are? Has anyone actually written all this down?

Mr. Golgowski stated we have a map that shows irrigation lines and it shows the location of the controller. We do not have a map showing what zones are on that controller. They can go for a quarter mile down the street. We do not know where they begin or end.

Mr. LeMenager asked would it be simple enough as Mr. Druckenmiller going around and noting the locations? Am I missing something? He goes around and will check each system, so he will know if the heads are all popping up.

Mr. Tome stated we probably could have had Mr. Druckenmiller also go around the community and note all the trees. There comes a time when there is a skill set for a

certain activity and the ability to put it into a software system that is then able to be done. Otherwise, you are talking about something that is miles long if you are going to create a map, which is most likely what someone in the field would create.

Mr. Haskett stated I asked Mr. Golgowski to work with Insight Irrigation on putting this proposal together. I feel it is very important to have some type of knowledge of where we stand with this irrigation system. I see a lot of problems out there. I wanted an independent person to perform this function. Just like a business has an independent auditor come in to audit the books, you do not look to recoup that money from the auditor; you are looking for information and it is a cost of business. This is a cost of business to know where we stand, to know where all the equipment is, and to know if it is functioning properly the way it should. There was a controller that went out yesterday. Mr. Smith came out and fixed it. He isolated it to two different valves that were causing the problem to make this controller go out. I do not have that knowledge, and Mr. Druckenmiller does not have that knowledge to know that a valve is grounding out. We do not have the equipment to test it, nothing like that. We can simply put water on the plant material, and that is where we are right now. We need an audit of our system to make sure it is running 100% before we enter the summer season.

Mr. Walls stated I understand that point, and I do not necessarily disagree. Even if you have that information, it still does not mean you can fix it because you still need to call someone in to take care of it.

Mr. Haskett stated no, that is not correct. Once this mapping system is done, then we will know exactly where valve 1 is and where valve 2 is. Mr. Walker will call and say we have a fault on valve 1, then we know exactly where it is and can go right to it. We can then isolate the problem from that point. Replacing a valve is very simple once we know where it is.

Mr. LeMenager asked if he calls today and tells you to go check this spot or this piece of equipment, do you know where that piece of equipment is? Or do you have to search around for it?

Mr. Golgowski stated we start at the controller because we know where that is, which is the silver box. When you open those boxes, they are full of electronic panels. It is not a clock timer that you twist on and off. That takes a certain amount of sophistication in your ability to repair it. I do not expect Mr. Druckenmiller will have that ability, ever. If

he does, it will probably cost us more than what we are paying him in order to keep him here. We will probably always need to have someone from the outside who is specialized in this kind of work.

Mr. Evans stated you are really looking for a base map.

Mr. Haskett stated that is correct.

Mr. Evans stated Woolpert has all our infrastructure maps in CAD. At the time this was created, there was a landscape plan with all the infrastructure that was installed, whether it was built on behalf of the developer or on behalf of the District. The base maps exist, and they should have shown all the sleeves that are under the roadway for the purpose of irrigation and the mainlines. Mr. Haskett is saying he has all that, but he needs to take it to the next level of being able to identify the individual zones and which controllers control each zone.

Mr. Haskett stated that is correct.

Mr. Evans stated we have a preliminary base map that needs to be taken to the next level for proper monitoring.

Mr. Golgowski stated that is a fair definition. That base map has been changed a lot over the last 10 years. We have added areas, we have removed areas, and we have changed heads and landscape material.

Mr. Evans asked does this need to be a collaborative effort with Mr. Boyd with all the plans that he already has in CAD? Is it more of an infield observation and notation on the existing plans?

Mr. Golgowski stated yes.

Mr. Evans stated we have the base maps. We know where the roads are. We know where the easements are. We know where the sidewalks, fire hydrants, and other things are. We know where the main irrigation lines are supposed to be. To take it to the next level, we need to take it to the field to determine some things. You can physically locate a valve, but you are not really sure what controller controls that valve. You will need to do some testing in the field to verify that controller 3 runs valve 6. Is that what you are saying, that there are multiple components? One is the update of the product and the other is the infield evaluations and testing.

Mr. Golgowski stated yes.

Mr. Berube stated we are not doing any updates to any products.

Mr. Evans stated the product I am referring to is the map, an inventory map that takes the construction documents that we already have and expands the information on there so we have a faster response time and a better understanding of what we have in the field. If you are having chest pains, you go get an EKG so you have a better idea what you have.

Ms. Kassel asked as we make improvements to the system where we make replacements, who will be responsible at what cost for updating the map and the records?

Mr. Evans stated we are trying to create a base map along with an inventory, like a spreadsheet, that will identify all the zones and the coverage they have. As repairs occur, we can track those repairs. If there is a certain area that is constantly being repaired, we can look at why. We might find that someone is jumping over the curb and driving over it or another issue. It will be easier to isolate that specific location, and that is just one aspect.

Mr. Smith stated the actual procedure is to locate each controller. We will go to each controller, turn on zone 1, trace that wire and find the actual, physical location of that valve in the field and accurately put that on a map. This is not taking a paper map and marking it with pencils. This is an auto CAD-based product. We will locate them via GPS or other measurements so you can accurately years later locate that valve that might be overgrown. Even yesterday, I had to locate some valve boxes that were covered over with grass. It is my opinion that even if you task Mr. Druckenmiller to go out and find all the valves, he could not do it. There is no way he can find the valves that go with your controllers at this time without someone like me or the purchase of additional equipment to actually locate those valves. Once all the information is collected, there is a proposal for the creation of a paper map because some people like a physical map. The greater value is, I know Mr. Golgowski uses ArcView extensively. I can create shape files and within that ArcView product, he will be able to see it is zone 1 and put notes regarding repairs or whatever. It is a living data source. In two years if you want to print a new map, Mr. Golgowski can do that. It will require a commitment on Mr. Druckenmiller giving him accurate data, such as changing certain heads and keeping track of purchases. It will require good record keeping, but it is not something you will have to recreate. You can modify that data in ArcView. This is not a one-time thing. It will come in an Excel spreadsheet that includes all the data, and that information is entered into Maxicom. There is a component that ties into what Walker Technical Services can provide for you.

Regardless if you want him to monitor the system 24/7, he still gets the data. I hope that clarifies it for you.

Mr. Evans stated it does to a degree. We are looking at an end product, which is a tool that will help us better maintain and provide accountability for repairs to the system. We already have an auto CAD file of our infrastructure plans. What I understand now from Mr. Smith is he will take those auto CAD plans and locate the irrigation equipment on those plans because we need physical references to streets, light poles, lot numbers, and other information. Otherwise, we will have a spider web map with identifications that have no relationship when looking at it in the field.

Mr. Smith stated there are several ways where I can see this can be used. There is a component that can be used with the ArcView product. Each of the Board members can have that same format in a Google Earth product. You can look at this entire property at any time and you can request the latest version and zoom in on particular areas. If you see a problem in front of your house, you can click on that area and the map will show you it is controller 10, zone 8.

Mr. Evans stated I understand that. We have a set of construction plans that delineate every lot, every sidewalk, every street light, every fire hydrant, every utility line, all the infrastructure that is out here. All of those elements will be included within the exhibits you just described.

Mr. Smith stated that is correct.

Mr. Evans stated all we need to do is use that as a base map and then you locate all the irrigation equipment. It can be in layers. Once we have all the layers, then we can come back and say here are the controllers, here are the zones, and we can color code every area if we choose. We can break it up into pages or sections. We already have that. All we need to do, if I understand Mr. Smith correctly, is you take what we currently have on file from our civil engineer and put another layer on top of it, which is the irrigation system. That is the first step, identifying the physical location of these existing improvements.

Mr. Smith stated I have seen some of your irrigation designs. I do not know the engineering history, but you created the base maps. You started with a survey and then started doing the roads and other infrastructure, including the lots. Later you probably did the landscape and irrigation phases. You had irrigation companies who created base CAD

files that show where the irrigation is as they designed it. Are those actual as-builts of what was actually put in the ground? In my experience, what is on the irrigation design is not what is in the ground. It shows the intent but not the reality. You probably have some irrigation plans that show what was intended to be here. Maybe they followed it and maybe they did not. I am saying if you have those CAD files, I can create a layer that shows the actual location of the controller, the actual location of the valves, and the actual location of the irrigated area. That would be a layer that you can put on any one of those other products. I still see that as a living document. Whenever you change or add heads, it has to be reflected in some manner.

Mr. LeMenager stated what I think I just heard is Mr. Smith prepared a proposal to create a map but you have not actually seen what we currently have in terms of the original maps.

Mr. Smith stated I have seen your irrigation design files, so I have an idea how it was set up. I have a general idea of the layout and makeup of the property. From my perspective, having the actual irrigation design files is good, but going out into the field is much more valuable to you. You cannot use those plans to find a particular valve.

Mr. Evans stated you are not going to totally recreate our site plans from scratch and tell us where the irrigation is relative to the site. We have an enormous amount of data already available. You are just adding a layer.

Mr. Smith stated I am not creating where the roadways are or sidewalks or anything else. If you had no CAD files, then I would go to the County and get some of their information and use that as a base. Then I would create a site map to give you some accurate maps if you did not have any data. But you have data. I can use that data if you want to share it. If you do not want to share it, my product is not dependent on that information. The information I can create will allow all of you to be able to locate controllers and zones. By this time next year, if you want to know how much you spent on a particular park, you will have that information.

Mr. LeMenager stated what I just heard again is that you can use the information if we share it. You put a proposal together to do something, and it sounds like you have not actually gone through to see what information we have and how you can improve it.

Mr. Walls stated he is talking about doing the irrigation layer, not the roads or sidewalks or anything else. I understand that. What we are looking at is Part B for the

mapping piece for \$2,816 plus equipment. Will this map help staff do their job better of maintaining the irrigation system that we do not have now?

Mr. Haskett stated it will save time and it will make the job easier for Mr. Druckenmiller. I have all the as-builts in my office for all the irrigation heads. I can tell you from yesterday when we sat down and tried to find zone 19 on controller 21, the as-builts show a particular location, but it is not there. That is just how plans are. That is why this is very important to us.

Mr. Evans stated what we currently have needs to be updated, and they need to be able to add more information to go along with that update.

Mr. Berube stated that is all fine and good, but on a practical basis, what will happen in the field is, Mr. Druckenmiller will push the buttons to turn on a zone, the sprinkler heads will pop up, he will look around and see if they all work. If he pushes that button and they do not work, he will go to the valve and find the solenoid and see if it is getting power. If it is not getting power, he will go to the controller. It is nice to have all this information. But the reality is, we will spend a lot of money being proactive rather than reactive. I get it, but in the real world, we will be reactive anyway. This is how it is really going to work. Mr. Druckenmiller is simply going to want to know if everything sprays water. It is just a matter of tracing it back. I have worked on sprinkler systems. It is not rocket science. The electronics are difficult, without a doubt, but we are not asking Mr. Druckenmiller to address the electronics. We understand we will need Insight Irrigation or someone else when the controllers do not work. The things in the ground are not that hard.

Mr. Walls stated theoretically, Mr. Haskett is saying it will save time if we have this map, by being able to know exactly where that valve is or whatever the problem is. You will have the information to go to that piece of equipment and look at it.

Mr. LeMenager stated the other thing I am hearing is that we built an irrigation system worth several hundred thousand dollars. We have the original plans for where the equipment is supposed to be, but we have never actually audited that to find out where it really is. I am hearing that to do this now will cost \$2,816.

Mr. Berube stated the reality is that the time we are talking about saving has a cost to it, but that cost is relatively cheap. It is not like they cost us \$100 an hour to locate valves and boxes. It is our internal staff member who is already on our payroll for a certain

amount of time anyway. His cost is not that expensive. How long will it take to recover the \$2,816? It is a long time. We need to consider the payback, just like the flow meters. It will take 97 years to recover that cost. We have no idea what the payback will be on this minimal investment, but I would say it will be a long time before we break even.

Mr. Tome stated it is like any job, when you go to the manual, it tells you what to do and there are things you end up doing because they are not in the manual. You learn them as you go. I agree that will happen with Mr. Druckenmiller. He is getting to know where things are just because he did them, but if something happens to him, all that knowledge goes away. The new person starts from scratch, and they get to know where everything is, and that will be a continual problem. I believe that is one of the things that Luke Brothers struggled with but they never did anything to change it. They figured out where things were over a period of time.

Mr. Golgowski stated to reinforce that comment, with Luke Brothers and REW before them, every one of them has been so frustrated because they do not know what turns on what. They had several people going out, and after you work with it for a while, you get a feel for how it works.

Mr. LeMenager stated it is amazing that no one ever documented it if REW and then Luke Brothers were that frustrated.

Mr. Tome stated they just did it. The guys in the field did not think about telling someone about it. That was just what they did.

Mr. Walls stated the more we talk about it, the more I see the value of it. For anything, we should know where it is if we have to take care of it. I see the value of accepting Part B and in knowing where our equipment is so we can fix it quickly. It is not just to make faster repairs, but if Mr. Druckenmiller leaves or we hire a new landscaping company or whatever the situation, we can simply give them this map showing them where everything is.

Mr. LeMenager stated that is why I like the idea of this audit. We have a couple hundred thousand dollars in our irrigation system. This has been done forever. To the extent Mr. Druckenmiller sees things, he can work with Mr. Golgowski to map it, but that can be pretty time consuming. This is a one-time activity to try to come up with an accurate map and then have a commitment to keep it accurate. That does not strike me as a bad idea.

Mr. Evans asked is that a reasonable approach to this proposal? There are three parts to the proposal.

Mr. Smith stated Part A and Part B are dependent upon each other. Part C is optional, which I wanted to offer because I know you have discussed flow sensors. If you only want the map, I would have to adjust the price for Part B.

Mr. Evans stated this discussion generated a lot of really good questions in an effort to better understand it. Could Mr. Smith interface with Mr. Haskett and Mr. Golgowski to look at the existing maps and data we have available? You may already have done that, but then revisit this proposal. I think you understand what we are trying to accomplish as far as the end product, and then provide a new proposal to us. I am hearing that Mr. Smith may not be aware of all the information that is available with the CAD and other files. We may end up having 50% of the data that you were thinking you had to collect, so this will save you some time. We are relying on as-builts that might be 80% correct, so we do not necessarily need to correct everything we have. We just need to enhance or enlighten what we currently have.

Mr. Smith stated that is perfectly reasonable.

Mr. Evans stated it will shorten your time and give us a better comfort level that we are getting what we asked for. I think we have a better understanding of what we will be getting now.

Mr. Golgowski stated I am not convinced that I am not presenting this correctly to you. There is some advantage to looking at the Maxicom setup in person and going out in the field with Mr. Druckenmiller to see where these things are.

ii. Neighborhood Enhancements

Mr. Tome stated we are seeing some things happen in the market and we have been waiting for the medical center to come for a long time. It is actually coming upon us. A community in Lake Nona recently opened with three national builders and they have been doing a lot of national marketing and drawing people to the area. We have seen an increase of our traffic coming through, not only in quantity but also in quality. We have recently been able to attract a regional builder who is well known and building very close to here, both in Osceola County and in southeast Orange County. They are seeing momentum coming in this direction. Interest rates are still low and rates will probably be adjusted in 2014. The six-month impact fee moratorium was extended to September 30 for both commercial and residential, which has been helpful since it is a significant

savings for transportation and fire impact fees. We have been looking in the Green neighborhood for a period of time to do some enhancements. A couple parks can use some landscaping enhancement, and you may have seen some bird houses in that neighborhood. We are trying to add more color and elements to that area. That neighborhood does not have a lot of hardscape elements that you might see in Birchwood and Cypress neighborhoods, which is the way it was at the time. Those are some of the things that we are hearing from our builder partner, Weekley Homes, and this new builder. So we are trying to enhance that area for new sales. We did a sidewalk extension at a triangle park that could either have been built now or later with the builders, but it looked incomplete and it needed to be done so that there is circular movement there. The next area is in the D-2 and E neighborhoods, Drake and the Estates. It is a different mix there, and the price points are a lot different than in the Green neighborhood, which is mid \$150,000 to \$250,000. Drake 2 has one home under construction that will be over \$500,000 for the home and lot combined. We are happy we found these owners, and their children live here in the community. People looking to spend that much money are few and far between. These new owners are cash buyers, so we do not have to deal with appraisals and other things. However, we have seen an increased amount of interest in that neighborhood as well as the Estates neighborhood lately. We looked at our pricing and tried to do some adjustments. That being said, the Drake 2 neighborhood actually has about 25% higher debt and operation and maintenance assessments compared to its sister product in the Drake 1 neighborhood. When the assessment methodology was prepared, it was based on acreage and the number of lots within that acreage, and then it is divided among those lots. In the Estates neighborhood, it is about \$6,000 annually for debt and operation and maintenance. That is a lot of money. We were fortunate enough to sell two of the lots in that neighborhood. Lately that has become a little bit of an impediment. We are not suggesting that be changed, but we are trying to look for ways to increase the visibility when you come into that area. When you come off the roundabout at Cat Brier and Schoolhouse, you are in the undeveloped area where the school used to be. Then you get into the developed area with the Zoysia sod and the landscaping. We are working to change that so when you come off the roundabout, you do not go from Bahia to Zoysia. We are changing that and having Luke Brothers cut that sod and we are extending the sidewalk. It was the scenario where there is a sidewalk, then no sidewalk, back to

sidewalk, and then getting into the Estates. It did not make sense, so that is being addressed. I have some drawings showing what we are doing in the D-2 and E neighborhoods. We are looking at doing some small, 36-inch to 40-inch, dry stacked-stone monuments to mimic what is already in the Estates. It gives you a feel for a little different area and it is very attractive. I do not want to imply that this area is better than other areas in Harmony, but we want people to feel better about paying more money for their house than the other areas. The main thing is we added three fountains to the ponds along U.S. 192 last year at the developer's expense. We continue to pay for the power and water. One of the thoughts we had was to actually add fountains to the two ponds at the Estates. The one to the left you would see as you are coming off the roundabout past the Enrichment Center. The other one you will see more the closer you get to the Estates. Interestingly enough, we took a lot reservation on lot 11, so they have 21 days to decide if they want to move forward with one of our builders, and they are looking at a semi-custom home and are interviewing each of our builders. They told us it is not a matter of whether or not they build here; it is a matter of what builder. That is encouraging. The reason we considered the pond on the left is, once homes are built on lot 11 and lot 10, you really will not see it. This fountain will not be like the ones on U.S. 192 that shoot up 25 or 35 feet. It is smaller and has a smaller center spray that goes up 15 feet. I know Board members have asked that we let you know what is going on and not surprise you. The sidewalk was going to be added anyway, as was sod, but a fountain is something that was not planned. I do not want to come to the next meeting and have to answer a lot of question about our intentions.

Mr. Berube asked are those CDD-owned ponds?

Mr. Tome stated yes, that is why I am mentioning it.

Mr. LeMenager stated you mention the assessments are \$6,000 annually. A good portion of that is for operations and maintenance, and the rest is the hidden mortgage on properties, which CDDs are. Everyone should know that I am not a fan of CDDs. I think they are an invention of the State of Florida that is perhaps as least transparent as possible. That said, you play the hand you are dealt, which is one of the reasons I ran for this seat for the Board. One thing you can do is adjust the price of your lots to include the payoff. Right now, one reason is the CDD bills are so high is because you are paying an outrageous interest rate on the hidden mortgage on your house. To the extent you can

mortgage that with the purchase price of your property, you can get it in the upper 3% today, whereas we are paying 7.25% on those bonds. I think that is the thing that people do not realize. The bond portion of the assessment is a hidden mortgage on your property, and it is at 7.25%. If that was something you could finance, it might be something you can implement with your pricing.

Mr. Tome stated that is a good suggestion. One of the challenges we run up against is the appraisal. As a seller and a buyer, you and I may agree and we may both be happy. Unfortunately, we are constantly seeing where the appraisal messes it up because they have their own take on things. To the degree we can do that, we absolutely will.

Mr. Berube asked are you asking for permission to put in the fountains?

Mr. Tome stated yes.

Mr. Berube stated that is nice and I like it. But everything having to do with the fountains needs to be the responsibility of the developer.

Mr. Tome stated that is correct. The company who installs the fountains has a contract that can be done on a quarterly basis or you can do it yourself to clean the weeds and things. Because of the size of the investment, we pay them a quarterly amount to maintain the fountains, which is \$99 or something reasonable. That will be a developer cost. There is power that needs to be obtained to that area, which will be a developer cost. We will not run the fountains all the time. It makes white noise if you are on your back patio, but you do not want to hear them at 2:00 a.m. We control the fountains in the front to come on at 9:00 a.m. and go off at 8:00 p.m. Part of the reason for the limited time is to save money because they are not cheap to run.

Mr. Berube stated I am fine with all that as long as we do not need a large legal bill to document all this.

Mr. LeMenager stated the other issue you run into is, there is no commitment on the part of the CDD to continue these forever. While it is nice to have a pretty pond to sell lots, the reality becomes if we decide to turn the fountain off after all the E lots are sold. Some of the residents might request to turn it back on.

Mr. Berube stated without being overly pessimistic, I would say the fountains will be worn out before the E neighborhood is sold out.

On MOTION by Ms. Kassel, seconded by Mr. Berube, with all in favor, unanimous approval was given to the enhancements for the D-2, E and G neighborhoods, as described.

SEVENTH ORDER OF BUSINESS **Supervisor Requests**

Mr. Berube stated last month we raised the issue of the 5% discount for Luke Brothers. Their contract expires October 1, 2012. I do not think we want to discuss that early in case we want to put this contract out for an RFP or if we want to extend their contract and realize a 5% discount. The time to make that decision is pretty soon because that process takes a long time. I am of the mind that we should go out for an RFP.

Mr. Evans stated we can discuss that at the next meeting.

EIGHTH ORDER OF BUSINESS **Audience Comments**

A Resident stated it is a good thing you trim the trees on Beargrass. But what about cleaning up the sidewalks? Some of the sidewalks are raised due to the trees and people trip on them. To eliminate that, they put a yellow caution marker so you see the sidewalk is raised. When it is raised too high, then they come and grind it.

Mr. LeMenager stated that will happen for the next 40 years. There is nothing you can do about that.

The Resident stated trimming the trees will not eliminate the problem.

Mr. LeMenager stated you are correct. That was my point earlier when I said that the people who originally designed the Traditional Neighborhood Developments 25 years ago got it wrong. They designed communities like Celebration and Baldwin Park and Harmony. They got it wrong when it came to trees. They did not know what they were doing, which is one reason you do not see the developer installing inappropriate trees in the Green neighborhood.

The Resident stated you do not see them on Schoolhouse or Cat Brier, either, only the inner roads.

Mr. LeMenager stated that is correct.

The Resident stated you also talked about the muck in the retention ponds. There are people on the street who shove their leaves down the sewer. There is another person who goes across the street and cleans those leaves out and does not push them down the sewer. Then people bring in pallets of sod to fix their yard, and the person next door to them throws mulch in the pond.

Mr. LeMenager stated I am in complete agreement with you in the HOA allowing this place to become filled with mulch, but that is an issue with the HOA, not the CDD.

Mr. Berube stated going back to the sidewalks, we are keenly aware of the roots and the sidewalk issue. We have discussed that and there are a couple things you can do with roots. You can cut them and put root guards to prevent them from going into the street and breaking the curb and sidewalks. The problem with that is you destroy the ability of the tree to stand when it is windy. That is when you want a tree to stand, when it is windy. We made the decision to cut the roots is not the right thing. For the sidewalks, the yellow you see is not just cautionary but for our maintenance staff to know which ones have to be ground down. At some point, we will have a meeting to discuss tree policies, and the sidewalks will blend into that discussion. We will probably need to do something different besides grinding sidewalks. We will need to start cutting panels and start replacing panels. Celebration has a crew that does that. We will probably end up doing the same thing in order to make the sidewalks palatable. You are correct that people are tripping over them all the time. We noticed these things and we are aware of it. This is a government body and things do not happen quickly but it is on the agenda.

NINTH ORDER OF BUSINESS

Adjournment

The next meeting will be Thursday, February 23, 2012, at 6:00 p.m.

The meeting adjourned at 11:35 a.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, February 23, 2012, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Mark LeMenager	Vice Chairman
Steve Berube <i>(by phone)</i>	Supervisor
Kerul Kassel	Supervisor
Ray Walls	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Mike McMillan	Luke Brothers
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

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

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the January 26, 2012, Regular Meeting

Mr. Moyer stated these were just emailed to the Board. Ms. Burgess was ill for most of the month and we did not have them in time to include in the agenda package. They will be in the March agenda package for the Board to approve.

THIRD ORDER OF BUSINESS

Audience Comments

Ms. Jeanna McGinnis asked do you know where we stand on the No Fishing sign on Bracken Fern?

Mr. Haskett stated no, I do not.

Ms. McGinnis asked is the Board seriously considering taking Luke Brothers and the turf contract out to bid or where do you stand with that? I think their service is deplorable and has been for some time.

Mr. Evans stated that is a topic we will be discussing at tonight's meeting.

Ms. Pam LeMenager asked is it possible for Ms. Burgess to make a notation at the beginning of the minutes to indicate what items were discussed? Then when someone looks back at the agendas, it is easier to get through them. For example the canopies at the playground, that could have been placed at the front of the notes saying the Board discussed canopies on page 7. There is nothing like that in the agenda packages. When you are at home wondering when the canopies were approved, we have to look back through three or four agendas.

Mr. Walls stated I believe the agendas on the website are searchable.

Ms. LeMenager stated that would be great. I usually just look at the hard copies from previous meetings.

Mr. Walls stated that might help in your searching.

Ms. LeMenager stated something else I wanted to bring up, in the last budget meeting, you discussed power washing the sidewalks. You purchased a power washer and then you found out there were not enough water sources in order to do the sidewalks. I do not believe anything has happened on that so that the sidewalks can be done. That will be another expense that the Board will need to consider. With the trees, there will be a lot more sidewalk grinding because of the roots and the placements of the trees. I understand there have been some large expenses that have not really been divided out throughout the year, but it looks like the budget is not looking fantastic at the moment. If you approve anything to beautify, I would ask you to keep in mind that you are going to have some large expenses coming up. If you want to keep the mindset of not increasing our assessments, at the end of the year when you have money left and consider projects to use that money, for possibly you should save that money for the next year for that year's expenses. Harmony will be one year older at that time.

Ms. Kassel stated we do put aside an amount for reserves every year to address that question.

Mr. Walls stated it is hundreds of thousands of dollars.

Ms. LeMenager asked can those reserves be used on general upkeep?

Mr. Moyer stated yes.

Ms. LeMenager stated that is fantastic.

Mr. Alan Santacruz stated I had a situation with Mr. Thomas Belieff. I addressed it with Mr. Haskett that Mr. Belieff has been harassing me and was trying to score some

drugs from a neighbor of mine. I spoke about this with Mr. Moyer. I went to my neighbor's house and spoke to his wife to address the situation because Mr. Belieff called and asked them if he could buy some marijuana. My neighbor said he does not do that, and Mr. Belieff said that he heard from his neighbor [me] that he could get some there. I have never had an agenda for anyone, but I have had a problem with him. I had a problem with him about three weeks ago when I was fishing. I went fishing with another resident who lives on Schoolhouse Road, and we went fishing with our two boys. We wanted to use the fishing poles, and Mr. Belieff gave us one fishing pole. He could have had the courtesy to give us enough fishing poles. We have been having an ongoing situation with him, so much so that my family and I feel uncomfortable with him. I went around to a couple residents to sign a petition to have Mr. Belieff fired. Mr. Moyer was very respectful and came to my house to talk with me about this situation. I feel very negative the way Mr. Belieff is treating me and others. There are some residents at tonight's meeting who signed the petition to have him fired. I think it is time to take some action toward him. One of the residents said Mr. Belieff was trying to buy some marijuana that he heard from me where he could get it, which is not true at all. I feel very bad that Mr. Belieff did that to one of my neighbors. I try to get along with all of my neighbors. It seems the only person I have a problem with as of now is Mr. Belieff. I do not know how to address it anymore. I was out walking a couple days ago and he started calling me names. I just stayed quiet about it. I feel very uncomfortable with him around. I spoke about this issue with Mr. Haskett and I met with Mr. Moyer. We have a problem with stray cats in my neighborhood and no one is owning up to it. They are just all around my house and around the block on Bracken Fern. Those are my two issues.

Mr. Evans stated relative to the stray cats, the HOA made a decision last night to pursue a removal program for the stray cats for the next couple weeks. I am not sure when that will be implemented, but we will attempt to get the stray cats under control. Regarding your first issue, I appreciate that you took the proper channels to address this directly with Mr. Moyer. I would like to hear what Mr. Moyer has to say about the matter.

Mr. Moyer stated what Mr. Santacruz indicated in terms of my meeting with him is correct. The situation that we currently are faced with is he said/he said, which on either side is not corroborated by anyone. I talked with Mr. Belieff, and he indicated he never

did any of the things he is being accused of. I have no reason not to believe what Mr. Santacruz and his neighbor are saying, but in order for me, personally, to discharge Mr. Belieff, I am going to need to have something more than "someone said something about someone else." That is third party information, and none of it can be documented. That decision ultimately, however, does not lie with me. That lies with Severn Trent Human Resources, who has procedures and protocols in place to deal with these types of things. That is their responsibility, not mine. They have been made aware of the situation. As far as the issue of Mr. Belieff having future dealings with Mr. Santacruz, what I told Mr. Belieff today was that when Mr. Santacruz wants to take out a boat, then Mr. Belieff needs to get Mr. Druckenmiller or the new hire to accompany him to do that. I do not want Mr. Belieff to be with Mr. Santacruz alone, at least in the foreseeable future. If Mr. Santacruz does not abide by the rules, then I want it documented by a second person so that we do have some facts. In this particular case that he is referring to, there is a third-party witness that the boat was returned late. It was supposed to be returned at a certain time, and it was not. Mr. Santacruz had the boat reserved, was using it, and came back 22 minutes late. The suggestion was that we suspend his privileges for using the boats for 60 days. I do not believe I am going to do that. Where we are is, I have a letter prepared that I will send to Mr. Santacruz tomorrow that says I have verified that he was, in fact, late in returning the boat and if it happens again, under the rules of the District which are cited in the letter, then we will suspend his privileges. That is where I am in this process. I think it is probably the fairest position to be in at this time.

Mr. Berube stated we need to remember that going back a year or so ago, there was a situation regarding Mr. Santacruz and Mr. Belieff where Mr. Santacruz had some beer in a cooler and was trying to bring it on the boat. Mr. Belieff got involved in that and stopped him from doing that, which created at that time a little bit of "bad blood" between the two. I do not think the situation was ever smoothed over, and I think we need to think back a little ways and look at the bigger picture of the history between the two parties before we take any stern action in any direction.

Mr. Evans stated I appreciate Mr. Santacruz taking the direction that he did by going to the manager and talking with Mr. Moyer about the issue. Mr. Belieff is an employee of the management company, and the District hires the management company, so there is a series of channels. The management company will look into any accusation made against

any of their employees on any basis. They have to make that determination, if it is a he said/she said situation or whether it is a conflict of personalities or something else we just do not know. I do not think anyone likes to rush to judgment on anyone or any side. I was not first-hand privy to any of the conversations, and I do not know if any of the other Board members were either. We are at the point where you brought a situation to our attention, and we are not trying to say he did or he did not, or you did or did not. That is not the position of any of the actions that are taken here. What is clear is at the very least, there is a personality conflict between Mr. Santacruz and Mr. Belieff. That happens; that is just nature. There will be times when you get along great with people and some who just rub you the wrong way. Sometimes you just cannot explain it. I think what we can do in this case is the situation that Mr. Moyer suggested by having Mr. Santacruz interfacing with someone other than Mr. Belieff to address your needs as a resident and for Mr. Belieff's sake, too. I really do not want to get into a he said/she said argument, and I do not think it is productive. I think we follow Mr. Moyer's suggestion by having Mr. Santacruz interface with someone other than Mr. Belieff to move forward with your needs for utilization of the boats.

Mr. Santacruz stated regarding the first incident with Mr. Belieff, I have it documented with the Osceola County sheriff. There was no beer involved. Mr. Belieff first came to me when I moved here two-and-a-half years ago and went fishing with my brother and my father. He proceeded to say he wanted to check my tackle box. I was ready to let him do that, but my brother and my father said he should not because he is not law enforcement. We called the sheriff's department, and I have it documented. I did not make a big deal about it back then and I let it go because I was new to the neighborhood and wanted to give him a chance. It has just been an ongoing situation with Mr. Belieff. We had a problem a couple weeks ago and he called the sheriff on me for no apparent reason for a fishing pole that he lent to me. Instead of him being at the dock to receive me when I returned, he called me and said he was not going to be there and said I should close up, take the fishing pole with me and return it to him the next day. My wife went to West Palm Beach and had the fishing pole in her vehicle, so I told Mr. Belieff that she will be back Sunday night and I will return it then. He was really upset over that. He tried lunging at me, and I was going to defend myself. He called the sheriff, and we both ended up going our own ways. On New Year's, my neighbor came to me and told

me about the situation with drugs, trying to get drugs from my neighbor saying that he heard from me where he could get them. I do not even have a relationship with Mr. Belieff.

Mr. Evans stated we have already heard what you have had to say. From a beneficial standpoint as far as moving forward, we need to put those incidents aside. I am not downplaying anything that you have said, but we want to move forward. There is obviously a conflict. Whatever the basis or foundation there is for that conflict, it simply exists. I do not think anyone has to dispute it. I think the actions that Mr. Moyer is suggesting should be beneficial to both you and those others who may have a personality conflict with Mr. Belieff. We have alternative personnel that you can work with. That is the direction that we would like to go in.

A Resident stated I am new to the community, but my family has been to the dock with Mr. Belieff. He is not a nice person, and I will sign that petition. I think you should send out an email because everyone I have spoken to during the seven months I have lived here does not like him. He is rude to everyone.

Mr. Walls stated I cannot speak to what anyone has said, whether or not it is true. I dislike that these comments are going to be in the minutes unsubstantiated. I have lived here for six years and most of that time I was not a member of this Board. Mr. Belieff has been nothing but a stand-up guy toward me and my family. He has never said a cross word to me. He has accommodated me at all hours whenever I want to take the boat out within the time limits.

Ms. Kassel stated I would agree with that. Before I was a CDD Board member, he was always very pleasant and accommodating. He was always nice to me. It is always curious to me when I hear people say something to the contrary.

Mr. Glen Becker stated I have lived here seven-and-a-half years, and I have the highest possible praise for the way Mr. Belieff has done his job. He has been extremely accommodating.

Mr. Evans stated so you see the dilemma we are in. There are some residents who get along great with Mr. Belieff and some who may not. If you do have an issue, regardless what it is, if you would like to interface with someone else, I am sure that we can accommodate you because we do have other staff who can help utilize the boats.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

i. Results from Science Project

Mr. Golgowski stated a few months ago, the Board authorized a science investigation on our ponds. Miss Megan Bell is a student at the community school and has prepared the results of her study of our ponds. She started with a small group on this study but ended up completing it on her own and did an excellent job. I was privileged to serve as a judge in some of the preliminary reviews of all the science projects. We have some great talent coming from the school, and Miss Bell is one of those people.

Miss Bell stated out of the five ponds we reviewed together, pond 33 had the most amount of biomass growing in it with the average total of the sample being 188.1 grams.

Mr. Evans stated that was the pond that had the most.

Miss Bell stated that is correct.

Mr. Evans asked over what period did you conduct these tests and at what frequency did you take your sampling?

Miss Bell stated we performed them in one day. I did three, and they were performed in the fall. It would be a more accurate sample testing by doing it in the spring or the summer because algae grows faster and is more productive than in the winter and the fall.

Ms. Kassel asked which pond had the least amount of algae?

Miss Bell stated pond 27, which had 7.5 grams of biomass.

Mr. Evans asked did you determine any correlation or similarities among the ponds as to what may be causing the difference?

Miss Bell stated if there is direct sunlight, if they are around houses, if they get pollution or if there are any micro-organisms living in the ponds.

Mr. Evans asked so you are saying the ponds that have more houses draining into the ponds had more algae growth?

Miss Bell stated no, they had less algae growth.

Ms. Kassel asked how is the sun related? Is there more or less algae for ponds getting a lot of sunlight?

Miss Bell stated they had more growth.

Mr. LeMenager stated that makes sense, but it does not make sense that ponds around houses had less algae.

Mr. Walls stated unless the houses are blocking the sunlight.

Mr. Evans asked what was the problem you wanted to identify?

Miss Bell stated to determine if the untreated ponds had more or less biomass than the treated ponds.

Mr. Evans asked what was your hypothesis?

Miss Bell stated treated ponds may contain less biomass than untreated ponds.

Ms. Kassel asked what were your results?

Miss Bell stated my hypothesis was incorrect.

Mr. Evans stated that is exactly how you find out. You start off with an assumption or a belief, you look at the data, and you believe your data. Sometimes your data and findings turn out to be something different than what you originally thought.

Mr. Berube asked what do we mean by "untreated?"

Miss Bell stated untreated ponds do not have chemicals inside them to produce less biomass.

Ms. Kassel stated your hypothesis was that the treated ponds, which are treated to have less biomass, actually have less biomass. But that was proven wrong since the treated ponds have more biomass.

Miss Bell stated that is correct.

Ms. Kassel stated this is where her alternative hypothesis comes in. It may be that these ponds are treated because they have a tendency to have more biomass, and therefore, they need to be treated.

Mr. Berube asked when you are looking for biomass, are you looking for dead plant material?

Miss Bell stated yes.

Mr. Berube stated treating plant materials with chemicals and killing the plants adds biomass to the water. Is that the final conclusion?

Miss Bell stated yes.

Mr. Evans asked did you attempt to identify the types of biomass?

Miss Bell stated we tried but we could not figure it out very well.

Mr. Evans stated this was a valiant effort, very well thought out. You provided good exhibits. They are very well organized so we can follow along with the problem, the hypothesis through to the conclusion, including your graphics, and the degree of your data. I think it was very well done.

Miss Bell stated thank you.

Ms. Kassel asked do you think the community is green? I see the title you have is "How Green is Your Community?"

Miss Bell stated I do not really know.

Mr. LeMenager stated you can be honest; it is called candor, not rudeness.

Mr. Evans stated anytime you prepare a report, you have an analysis. As your career advances in whatever direction you choose, people will be making decisions based on your research. They will look to you to be able to present those findings very factually. It could be a major component part of the decisions that are being made on a larger scale. When you present something to them, they are looking for you to do away with all the sugar coating. Either you like it or you do not, and if you do not like it, here is why. Either you support it or not, and here is why. They will respect you greatly for being very blunt and very straightforward. Never be bashful when you prepare a report that shows your findings. It is up to them to decide from that point going forward what decisions they will make and how they treat that data. Then your presentation is pure, and it simply provides the information. The decision makers will then go forward from that point. Never be shy about telling the truth. What are your overall thoughts and opinions based on the conclusion of your analysis?

Miss Bell stated ponds near houses are not really green because there is so much pollution going into them, probably from the chemicals coming from the houses draining into the ponds. When you look at the ponds that are not near anything, either just by trees or the golf course, they are greener.

Mr. Evans asked in your analysis, did anyone explain to you the function of these ponds and why they are here? Did they get into the purpose of these ponds? When you get into your analysis, sometimes people will ask if you considered a particular aspect. What happens when you have ponds that are close to houses, those ponds are capturing all of the runoff because there are more roads that serve those houses, so there is more surface area of roadways. Oil and rubber and other materials are on the roadways and end up getting washed into the ponds that are closer to the homes. You also get a hodgepodge of fertilizers and treatments from the houses. Some under fertilize and some over fertilize, some have too much pesticide and some have less. There is not a lot of consistency to the level you may have. At the golf course they have a totally different

approach to it. So you will actually get more contaminates. Those ponds are designed to catch all of that and filter it. That supports your finding, that because those ponds collect more rain water from highly impacted areas, they will support exactly what your findings are. So you were correct. It was an excellent report. Thank you for presenting it to us.

ii. Monthly Highlight Report

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

Mr. Golgowski stated with the warm weather, we are getting a little more algae growth because there has been more pollen on the water surface. I have not heard anything happening out of the ordinary.

B. Landscaping – Luke Brothers

i. Monthly Highlight Report

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

Mr. McMillan stated the Board approved the tree trimming proposal last month, and that work has been occurring this week. We are about 50% complete. The residents have been doing a good job as far as following the signs and not parking on streets where work is happening. There have been only three trees that have not been able to be trimmed because of cars being parked underneath, and we are keeping an eye on those. The crews should be working through Saturday. We are going into our final month for mulch, and we will make sure we complete this work on time for the remainder of the property. We are performing the spring trimming of the grasses next month. A lot of the flowering shrubs should be able to grow better with the annual trimming of the azaleas and other plants of that nature. In March, we will be mowing the turf three times pursuant to the contract. We have been dealing with the mild winter and it has been warm this week so everything has been growing.

Mr. Evans asked when your crews are trimming the trees, what are they using for tools?

Mr. McMillan stated power pruners, chain saws, and hand saws.

Mr. Evans asked what kind of oil are you using?

Mr. McMillan stated chain oil for the motorized tools.

Mr. Evans stated when you are using the chain saws and power tools, you can use an olive oil because it is an antiseptic. When you cut the branch, you are putting a chemical on that fresh cut on the trees. If you cut a tree limb and that tree is diseased, you will be transferring that to other trees as you prune them. If you clean out the chain saw or pole saw and use a cheap olive oil, it should not be any more expensive than the oil you are using now.

Mr. McMillan stated it should be less expensive. I will check on that.

Mr. Evans stated it serves as an antiseptic for those trees. My neighbor is an arborist and he just shared that information with me.

Mr. LeMenager stated regarding the mulch, you did a very nice job on the park by my house. I did not check all the other alley parks, however. We have put a lot of mulch immediately next to the roadway. That will all end up in the drains. We have a problem behind our house right now with mulch blocking the drains and the water can get to a foot deep. There needs to be some sort of restraint next to the roadways. Probably the most important infrastructure we maintain here is our water drainage system. It went through Hurricane Faye with flying colors despite the fact we had about 72 hours of constant rain. I must admit with all the mulch we have now, I am concerned what might happen the next time we have a similar rain event. I might suggest putting down more of a barrier to keep mulch from going down the drains.

ii. Contract Renewal

Mr. Berube stated I have said this before but I will say it again. I have heard from at least four residents over the past couple months regarding services from Luke Brothers, and they are not happy with it. I heard Ms. McGinnis comment on her lack of confidence in their ability. When we go over the entire Luke Brothers package, we are getting to three years having them as our landscape contractor. We have had three different onsite managers. We have had plenty of different support staff, and all of their laborers have had a lot of turnover. We have been promised 14 people on their crews, and they do not have 14 people here. In most recent months, they have had eight. In addition to our project, they are doing work for the developer and the townhomes, and they have done some work for builders. In my opinion, the work is sloppy. Even as I read every monthly report, they are always behind. When you read our contract, it is very specifically written where they are supposed to be proactive in applying chemicals for fertilizer, weed control, pest control, fungus and others, they are always behind. In fact, when I read the

February report, some of the things it says is they will be mowing the property the week before they are shut down. That shut down was at the end of December. Another line reads that shrub pruning will be completed throughout January. Another line reads all weeding will be completed by the end of January. This is the report for February, and he is indicating items from one and two months previous. It goes with the sloppy aspect of the landscaping and the lack of detail. Recently there was a green stripe put down in the middle of the road, and it is a half mile due to landscape paint. The list goes on and on. I will reinforce what Ms. McGinnis said tonight and what I said last month that I think we need to go out to bid for this contract and see what happens. I am not happy with it.

Mr. Evans stated I know Mr. Berube has been dissatisfied with the quality of work, and I do not think that is a secret. Do you feel that they need to be replaced and that a new company will be the solution, or just an alternative?

Mr. Berube stated I do not know. Mr. Haskett works closely with this contractor, and it seems Mr. Haskett spends a significant portion of his time keeping Luke Brothers on track. I do not know that replacing them is the right solution. We could conceivably go from bad to worse. We could also go from bad to better. I do not know that. But we have had three onsite managers. The managers are always on a learning curve. The laborer staff turns over frequently, so they are always in a learning curve. Over time, we realized they were not doing a very good job with trash collection and doggie pots, so we removed that from their contract. We also realized over that same period of time that they were not doing a very good job with the irrigation, so we removed that from the contract. I just wonder how much more we can piece out of the contract before there is nothing left. It is coming up for renewal later this year. I do not know what the right move is, and I realize we could go backwards. I do not know that we can continue forward on this path and have it be workable.

Mr. Evans stated that is why I wondered if it was an alternative or a solution. I think you answered this yourself, that the alternative is to put this contract out for bid and hire someone else. But we do not know that we will get anyone who is any better or worse. Maybe we need to look deeper into where the problem lies. I think at any time in any industry, you have a labor force that is hands-on labor and is in the field of this nature, whether it is Luke Brothers or REW or anyone else. There is a common thread of trying to find people to keep on your payroll and maintain that staff and keep them trained at the

price you can afford to pay them to be competitive in the marketplace to do the work. I think we all understand that. Maybe we need to look deeper. Are our expectations unreasonable? That is a good question to ask, but it is a hard one to ask. We want this community to be the best, but are we nitpicking? Maybe not, but maybe a little bit here and there. Are we being reasonable with our expectations? Are we looking more at the number of people that the contract says they should have here or the work product being generated from the people who are here? I am not taking one side or the other. These are some of the things that we need to have a very open and candid conversation about, what are our reasonable expectations, whether it is Luke Brothers or anyone else, regardless of what the contract says. Are our expectations reasonable? I am trying to lay the groundwork for future discussions.

Mr. Berube stated without being argumentative, we have had this discussion with Luke Brothers management before. When we get to the point where we are aggravated, usually Mr. Pete Lucadano comes to a meeting with a nice binder with a remedial plan. We have had five of those remedial plans. Those plans go back 30 or 45 days. Everything gets spruced up and looks nice and pretty, and then we go downhill. That has been the pattern. The last time, we were clearly promised 14 people on site. We had that many for a little while, but not for very long. Then they added the townhome contract that same week. I realize we do not pay them by the hour, but the number of people they have here just does not get it done. I know there is disagreement on the Board as to what looks pretty and what does not, but at some point, when you look around carefully, it does not look good and I am getting resident comments. One resident at the meeting said it clearly; she does not like what they do, and this is not the first time I have heard that. Maybe I am too picky. Mr. Evans made a comment about how many people they have here versus what they can afford. We already know we are paying 5% too much because Mr. Lucadano offered a 5% discount to get a contract extension. We know there is an extra 5% in there already because starting this year, he was willing to reduce it by 5%. Clearly, they can afford to keep us.

Mr. Evans stated that may have been prior to the increase in fuel costs.

Mr. Berube stated that may well be. I am just going with what people are telling me and what I see. I am not happy with the level of service. When you analyze our progression of events here, it has not been pretty.

Mr. Walls stated I have received comments from residents, as well, who are not happy with the way things look. I tend to agree with a lot of what Mr. Berube said. I brought up quality of work issues several times at several meetings. The question I ask myself is, am I happy with the service I am getting. The answer is generally no, for the reasons I have raised in the past. To me, we brought that up with Luke Brothers, and I keep asking myself the same question and giving myself the same answer that I am not happy with the service we are getting. I understand what Mr. Evans is saying about looking deeper, but I think we have done that. Now we have to try something else. Hopefully it works but if not, we will try something else. I would like to see this Board come to a consensus so we can move forward if we are going to bid out this work. We can make that decision tonight or perhaps next month after further discussion.

Mr. LeMenager stated if we do an RFP, we will spend tens of thousands of dollars to switch to another company. You have to do a cost-benefit analysis. We had a nice exchange on the Yahoo users group a couple weeks ago. Someone was talking about the leaves falling or the giant trees. It got to the point where someone suggested replacing them with palm trees. That is great, but who is going to pay for it? If we go down that route, we will spend a lot of money, including legal counsel services. You need to factor that into the cost. It is still a matter of dollars and cents. We are a relatively small community. The budget is pretty high and the amount we pay for assessments is outrageous. The question to the residents is, how much more outrageous do you want to pay to the CDD?

Ms. McGinnis stated there is money in the reserves.

Mr. LeMenager asked what happens when we have a hurricane?

Ms. McGinnis stated as a resident whose tax bill is primarily driven by that hefty CDD assessment, I expect to be able to look around this community and see what I am getting for that money. Right now, as you drive down the main streets, they do a good job because that is what people see immediately. But Cat Brier between the golf course and Cat Brier looks awful. I know what you are saying, that people get off on tangents with leaves and everything else. I am talking about very simple aesthetics of dead grass, trees that are not mulched, and ant mounds up to your calf. It is simple things that are not addressed.

Mr. LeMenager asked what month are you talking about?

Ms. McGinnis stated I am talking about right now.

Mr. LeMenager stated we are in the middle of February. It is winter in Florida, and the natural color of Florida is brown.

Ms. McGinnis stated I do not have fire ant mounds up to my calf in my backyard. It does not matter if it is February or September. There are certain maintenance items that they should be addressing and they are not. As a resident who pays CDD assessments, all I am asking is why. I guess a better question is, how did we get here in the first place? If I recall, we recognized a cost savings when we put this out for bid last time, and the previous landscapers did a nice job. We put it out for bid, we saw a cost savings, and you get what you pay for. This is what we have. You are correct that we might get something worse as we move forward, but if we never try, then we will never know. I wish that I could in my business give sub-par service to my clients and have them continue to pay me.

Ms. Kassel stated I wonder if it is possible to amend the contract in some way, if Mr. Lucadano is amenable, that Luke Brothers incurs a penalty when they are not able to keep up to schedule or if they do not comply with their contractual obligations. I wonder if that might not work.

Mr. Walls stated my only issue with that, is you still have a problem with your landscaping, whether they pay a penalty or not, or they do not get paid as much on their invoice. I would rather just have the job done right. If it costs a little more to do that, it is what it is.

Mr. Evans stated we bid out this work, they have a fixed price, a lot of their internal costs have increased for fertilizer, sod, fuel and other things, and they are impacted just like everyone else, but they are locked in on their price. Either they try to do the best they can with what they have or they go out of business. We can say that we do not care, they have a fixed price and we have established this level of excellence. If they cannot satisfy or accommodate that level that we anticipated economically, the reality is that it will just not happen. I do not know their internal balance sheet when it comes to this project. I do not know if he is making money or losing money.

Mr. Berube stated I am likely to think he is making money because he offered a 5% discount.

Mr. Evans stated sometimes that is just to keep his staff working.

Mr. Berube stated that may well be, but that is not really the point and it does not address the issue we are discussing. We have had repeat complaints about Luke Brothers and their up and down cycle for the entire time they have been here. It always results in a fancy remedial plan with promises to do better and have more people on site and they will be working harder to make it look good. It looks good for a little while and then it goes right back to the situation we have now. That has been our history and I do not expect it to change.

Ms. Kassel stated because they have the capacity to make it better for a period of time, then that gives us the evidence that they can do it.

Mr. Evans stated that is a good point. That is very valid.

Ms. Kassel stated this is why I suggested, since we know they can do that, if we can have some kind of penalty incurred. It is obvious in looking at the report that there are things that are behind. In looking at the contract, there are things that are not complete yet. If we can do something like that, then we might be able to get to a more consistent look.

Mr. Evans stated the ultimate penalty is already in the contract, with the ability to terminate for breach or failure to perform. We can also terminate at will. In summary, a lot of people believe the issues stem from a shortage of manpower. Manpower is an economic derivative of how much time and resources that Luke Brothers wants to commit. Will more manpower solve the problem? What is the issue? The complaints have never changed; they are always the same ones. Sometimes things are good and sometimes there are a lot of unhappy residents.

Mr. LeMenager asked are there a lot of unhappy residents? I appreciate that we hear from a few people, but I do not hear a giant groundswell of the majority of residents who live here saying we need to do a lot more.

Mr. Walls stated I am unhappy, and I was elected by the residents to vote on these issues. That is my opinion. I have heard from several others, including Ms. McGinnis, who have said the same thing. If I look around and I am not happy, then I have to base my vote on that as well as the people who have spoken to me.

Ms. Kassel stated I would like to hear what Mr. McMillan has to say in response.

Mr. McMillan stated I have been working with Mr. Haskett on this throughout the winter season. Things go dormant and do not grow as much, so the labor force goes

down. Before that happens, I work with Mr. Haskett to get approval. As we are getting into spring, we have hired more people. We have 10 right now, and we are interviewing more people. Some look promising and we want to hire them, but they opt to receive an unemployment check, not that you need to necessarily know that information.

Mr. Evans stated we do, because it is that way in a lot of industries.

Mr. McMillan stated fortunately for this year, my core group of people has been here since I started in April 2011. I cannot speak for anything that happened before that time. We are going into the growing season with a good core group of people who can train the new staff the right way. When I came here last year, there were 13 or 14 or 12 people, up to 15 or 16 depending on how it fluctuated, and I was training all of them. The only learning curve I had was what expectations that the CDD wanted, and let me provide that service. We are looking at getting up to 13 right now. Applicants are out and some of them have come in. I know they will be detrimental just in talking with them about their knowledge and past history in talking with previous employers. It is nothing from Luke Brothers. I work with Mr. Haskett on this. It is important to get the right people in place. Things will happen. I look at the property and I see issues, but I am looking two and three months down the road, and I am happy with the direction we are going.

Mr. Evans stated one of your challenges is finding capable, quality people for what you can afford to pay them, when they compare that from what they can make from unemployment.

Mr. McMillan stated there was one specific example on that, but it is mainly looking for people to come in and they do not have landscape experience. They need to be paid to the level of their knowledge when they are looking for work.

Mr. LeMenager stated I think I might comment on the other side of the discussion. Mr. McMillan has indicated with some agreement, the staff is down to eight. I am very sorry that was absolutely not my understanding of the arrangement. You were going to stay staffed over the winter. To a certain extent, we can go back the past couple of years that this is the standard Luke Brothers February discussion.

Mr. Berube stated that is exactly right.

Mr. LeMenager stated if you are saying that you knowingly reduced staff over the winter, to me that is a breach of contract because that was not the deal. I am on the other side of the issue with that because I am sure that is what Mr. Lucadano said and we

certainly made that point. The core of the problem with all landscape companies, not just Luke Brothers, is you cut back a lot of staff in the winter because you do not have as much to do and that is when you get behind.

Mr. Berube stated keep in mind that at this same time, they picked up work for the development company, the townhomes and to a lesser degree, some of the new home builders. Let me remind you that two months ago we received 10 months' worth of invoices, which spans most of Mr. McMillan's timeframe here, that were in dispute for 10 months, \$15,000 worth of invoices. Much of that was irrigation, but if you look at those bills, a lot of it was for other landscape issues. Those invoices were in dispute for 10 months, meaning there was some sort of a battle. To me, that says a lot. Though Mr. Haskett is rather accommodating toward Luke Brothers, he had a big issue with all those bills and they appeared all of a sudden. There is a bigger problem here than just the staffing. It goes on and on. I am afraid if we continue down this road, we will have this discussion over and over again.

Ms. Kassel stated I would like to hear what Mr. Haskett has to say.

Mr. Haskett stated we continue to have this conversation and discussion month after month. Whatever the Board decides to do, I will support that.

Mr. Evans stated we talk about the pains and problems, but we have not discussed the solutions. I have not heard anyone offer a viable solution yet. I have heard suggestions to rebid it and find someone else. Will the next person be in the exact same situation because they are using the same labor pool, if one of the bigger issues is trying to get quality people, some of whom would rather stay at home than go to work? Maybe, I do not know if that is the solution to our problem. If Luke Brothers has taken on more business than they can handle with the current staff they have and they are having a problem raising more staff, that is an issue for Luke Brothers. Mr. LeMenager and Mr. Berube do raise good points. The RFP that was bid and the contract that was entered into was done so with eyes wide open. Everyone read the specifications and the obligations that were discussed at great length. It should not come as a surprise to you. I think the Board has been very lenient and we have tried to look at it from different perspectives. You will hear us debate multiple perspectives. Our only job is to write the check. We have defined what we expect from you, and we fulfill our obligations in making payments. We go over and above our obligations with the development company

providing Mr. Haskett's assistance to oversee the contract in a lot of capacities and provide you with day-to-day responses, where a lot of communities do not provide that. You may be out there on your own and all you get is a complaint section all the time. We have Mr. Haskett, who has intimate knowledge of this community and of your challenges and of our objectives, who interfaces with you on a day-to-day basis. I think the District has gone well overboard in trying to help you do your job. We need to see the effort from Luke Brothers to correspond to that same level of effort.

A Resident asked has Ms. Kassel's suggestion been adequately discussed? It sounded like an intelligent idea.

Mr. Evans stated one of the things you run into with any kind of construction or management contract is the determination of that penalty. A lot of it is subjective. I may say the grass is brown, but they will say it is because of something that happened with the irrigation that they had no control over because someone else turned the switch off. Then you get into a constant finger pointing on micromanaging certain aspects. In the construction industry, it is the same thing. You have to make the determination of choosing the horse, and you ride it. No contractor or subcontractor is ever going to do a job perfectly. It just does not happen. So you select someone you think you can work with, who is responsive and respectful and tries to constantly do a much better job. Therein lies the issue that we have here. Is Luke Brothers going over and above to try to accomplish the scope of what we have asked them to do? There is a lot of dissention here as to whether they have or not. That is what we are trying to determine. We can sit here and complain all night, but it does not provide a solution. That is what we want to get to, what is a viable solution. The Board can only do so much. We can sign checks and draft agreements, and we can hire and fire. That is what we can do. We have gone over and above that with assistance in an effort to provide the best level of care for the infrastructure, including the landscaping. We are really going out here to make sure this is taken care of.

Mr. Berube stated I believe they do not pay enough to attract and maintain quality people, and that is going to be one of their core values. I think they turn a lot of people, and it will continue down that road because that mindset is not likely to change. An example of that is, we hired our third employee away from them which may or may not have contributed to this. We were not paying a huge amount of money, but he jumped at

the chance, so apparently it was more money. That is my thought and we probably should not go down that road, but I think as long as the pay scales are where they are, and I could be wrong, but I do not think they pay enough to attract and maintain people. That is my opinion, having been involved with contractors before. When there is a lot of turnover, it usually comes down to money. Mr. McMillan kind of alluded to that when he mentioned that people can make more money on unemployment, which pays \$295 per week.

Mr. Evans stated it is not just his industry; it is a lot of industries that are out there. Without covering the same ground multiple times, as we have tonight, we are still looking for a solution, which lies in your lap. We have done all that we can do. The other option we have is to find someone else and start over and hope that we do not have the same problem. Luke Brothers is in the driver's seat because you have the ability to make changes on your side to deliver a better product that we believe we should be entitled to. It is now up to you to decide what to do. I have a feeling at the next meeting, hypothetically, there will be a vote to go out for an RFP to be put together. We already have the draft.

Mr. McMillan stated all I can say is that by the next meeting with me looking forward and being optimistic, I know there will be a significant increase in the quality of the landscaping coming out of the winter. It will be cut, clean and dry, not so much with Mr. Lucadano coming in with binders for you but there will be a quality product by the next meeting.

Mr. Evans stated so by the next meeting, there will be more answers and fewer complaints.

Mr. Walls stated I do not know what the will of the Board is, but I would tell them not to waste their time on that. We have been down that road. I have been here just over one year and we have done that several times since I have been here.

Mr. Berube stated I do not want another plan; I want more action.

Mr. Walls stated I would rather they focus on the job we have asked them to do. I do not want them to come up with any plan, just do the job we hired them to do.

Mr. McMillan stated visually, you will see a difference by next month.

Mr. Evans stated I am in full agreement with Mr. Walls; we want to see the efforts for what we pay for.

C. Dockmaster/Field Manager

i. 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.

ii. Field Activities

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

Mr. Haskett stated the Lakeshore Park restrooms are about 90% complete. There are some extra things to be done, such as the doors which we are going to modify instead of replacing them. They are a little rusted, but we think we can work with what is there and recycle them and not spend a lot of money on commercial doors. The floors were redone, so it should be good for another 10 years. We had a budget of \$4,000 and we are at under \$1,000 right now.

Mr. Walls stated they did a great job.

Mr. Haskett stated the staff of three men we have are a good group of guys who work hard and stay on task.

FIFTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. Moyer stated we received 49% of our non-ad valorem assessments, and last year at this time, we collected 47%, so we are pretty much where we expect to be at this time of the year, given the history of the District. Generally on the expense side, even though we have had some major projects and some line items are well over budget, the bottom line is in total we are only \$11,000 over budget at this time. Some of that overage is caused by annualizing the budget and our expenditures are happening earlier in the year than in one-twelfth increments. Given the projects that we have undertaken early in the fiscal year, we are doing fine.

B. Invoice Approval #142 and Check Run Summary

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

Mr. Berube stated for Century Link, there are still two monthly bills, and we used to have three. Sometimes there is a timing issue with those. We installed the wireless communication system for Maxicom. Where do we stand with the Century Link bills? Have the two phone lines that should no longer be needed been disconnected? What is the status?

Mr. Gologowski stated we are going to be dropping the line that connects to the Swim Club; that was picked up by the wireless service. Mr. Mike Walker was having some trouble communicating with that, and we were not sure if it was in the wireless system or something else, or if it was with his system since everyone else seemed able to connect with it. We are proceeding cautiously in disconnecting that line because of that issue, but at this point, it looks like we can disconnect it. I meant to do that today, and I will schedule that for tomorrow.

Mr. Berube stated the invoice from Robert's Pools for the Swim Club indicated a full month of service, but the pool was down for at least two or three weeks. Why would we pay for full service in January when he did not have to do anything to that pool?

Mr. Haskett asked was that a bill for January?

Mr. Berube stated I believe so. We received a bill for full services for January as well as for February, since they bill us ahead of time. Either way, we paid for services we did not receive when we had an empty pool. I think this month's agenda package showed a bill for five weeks in January.

Mr. Haskett stated I will look into it. I have their latest bill in my computer waiting for my approval, and I will get it adjusted if it was not considered.

Mr. LeMenager stated I want to point out on the bill for attorney that we had the situation of the unpaid CDD assessments. We have been convinced that the bond portion is not really missing or that there is no way to account for it. We have an offer from Severn Trent to make up the \$11,000 we missed for operations and maintenance. We have a legal bill for \$6,000, perhaps our highest legal bill in one month ever, and who knows what the bill will be for this month.

Ms. Kassel stated not all of it was due to that issue.

Mr. LeMenager stated a large part of it was.

Mr. Berube stated presumably we will eat up our \$50,000 in what we might collect in assessments and pay it in legal bills.

Mr. LeMenager stated we are at the point where we are going to have a net loss for this. When we ask the attorney questions, we spend a lot of money.

Mr. Berube asked how many questions did we really ask the attorney? Most of it has been looking through old emails and correspondence. To Mr. Qualls's credit, he jumps in and tries to help, but all that assistance has cost us a lot of money and has not gotten us very far.

Mr. LeMenager stated our budget for the year for legal services is \$23,000, and we just spent \$6,000 in one month. If we do an RFP, we will spend \$50,000 for legal services this year. Do keep that in mind.

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

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.

Ms. Kassel stated the fountain was running again this morning at the dog wash.

D. Website Statistics

There being none, the next item followed.

E. Photocopying Analysis

Mr. Moyer stated in response to a question, we provided a breakdown of the copying costs that some of you thought was high. The suggestion from staff deals with a way to disseminate these invoices without putting them in the agenda package if there is a more efficient way to do that.

Ms. Kassel stated some of us get them by email. They are not in our agenda packages. Are we being charged for invoices in our packages that we should not be paying?

Mr. Moyer stated the breakdown is for exactly what is charged.

Mr. Walls stated I asked this question because things are moving toward electronic dissemination. We receive these agendas via pdf files, and that is where I do most of my research, looking at the pdf copy that is available online. We are spending about \$6,200 annually to print these agenda packages. This month's package was worthless for me because of the additional information that was sent out.

Mr. Berube stated I agree; there were no minutes and no invoices.

Mr. Walls stated I am happy to make a small investment in a tablet or a personal computer where we spend \$1,000 or \$2,000 to save \$4,000 or \$5,000 every year in printing these agenda packages.

Mr. Berube stated last year, I was involved with Toho Water Authority (TWA) and checked on how to become one of their Commissioners. They issue each Commissioner an iPad or laptop at their choice for use specifically for that purpose of receiving agendas and invoices. Everything comes electronically and you bring the iPad or laptop to the meeting. There is no more FedExing of paper or copying charges. It all becomes electronic and you read it on a screen. That has its pluses and its minuses. But even if we spend \$1,000 per Supervisor on an electronic medium that becomes part of the job, it would still be less than what it costs to print and copy them. You would not have to spend \$1,000 on either a laptop or an iPad, but probably a total of \$2,500 for everyone.

Mr. Walls asked is this something to consider? I am in favor of doing something like that. I think it would save the District money. I am a technology person and it would be easier for me than having all this paper.

Mr. Evans stated they can break, and I have all my paper copies in boxes that will always be there.

Mr. Walls stated all these packages are also online on our website and we can access them from several places. I do not know if any other District has any type of electronic medium that they use.

Mr. Moyer stated it is certainly going in that direction. Baldwin Park Supervisors do everything online, not that the District bought their laptops because they all had laptops. That was not a big deal; they just show up with their laptops at the meeting.

Mr. Walls stated I am fine with that, also.

Ms. Kassel stated I already have an iPad.

Mr. Walls stated we can purchase one for Supervisors who do not have their own, but it is cheaper.

Mr. Moyer stated I agree.

F. Discussion of November 2005 CDD Assessments

Mr. Moyer stated Mr. LeMenager summed up this item earlier. I think the analysis and the materials that were provided indicate that on the debt service side, the debt service payment was, in fact, made and for operations and maintenance, it was not. The

numbers are a little different after truing all that up. It is now about \$13,000 rather than \$11,000.

Mr. LeMenager asked is the offer still open from Severn Trent to pay that?

Mr. Moyer stated yes.

Mr. LeMenager stated I think we should accept their offer.

Mr. Walls stated I emailed Mr. Moyer earlier this week and said that I did not agree with anything in this memorandum. It boils down very simply for me. The developer paid their assessments based on the methodology that was approved. Other property owners paid their assessments based on the methodology that was approved. Some property owners did not pay their assessments based on the methodology that was approved. Those who paid and did not pay impacted what the developer paid pursuant to the methodology. No matter what the developer paid, they did not cover the bills for those individual properties. That is just not true. What you are saying is that Mr. LeMenager, Ms. Kassel, Mr. Berube and I can say that we are not going to pay since the developer will pay, which is ridiculous. That does not make sense in any logical fashion at all. Mr. LeMenager has already stated that he did pay his assessments in 2005 and 2006. To say that the developer covered some individual bills is just not correct.

Mr. LeMenager stated I do not think that is what they are saying.

Mr. Walls stated that is what they are saying.

Ms. Kassel stated we are making the distinction between the assessments being paid versus the bills being paid. They are two different things. However, at this point, Severn Trent is willing to pay the assessments that were not paid by the people who were supposed to pay them.

Mr. LeMenager stated only the operations and maintenance portion.

Mr. Walls stated it is only a portion. What they are saying is the developer trued up the amount that was owed for the principal and interest piece of the debt payment. In my view, that does not cover the bills for those individual properties. They should have gone out and collected from those individual properties in 2005 and 2006, but they did not.

Mr. Berube stated I agree.

Mr. Walls stated that money should have gone into our funds, had they eventually collected it, and it should have been adjusted from future payments that were made from that fund to cover principal and interest for the debt service. None of that ever happened.

None of this is against Mr. Moyer because I think he does a great job. My problem is with Severn Trent and how they handled this. I am very disappointed from a customer service perspective. A few weeks ago, we received a letter from Mr. Bob Koncar that said he was going to attend our February meeting to discuss this issue. He is not here tonight. I feel like they have spent more time trying to come up with an excuse than to come up with a viable solution.

Mr. Berube stated I agree.

Mr. Walls stated unfortunately, we are six years after the event. We cannot go back to these property owners with a straight face and say they owe us money; we just cannot. Severn Trent needs to step up and pay these bills, not just the operation and maintenance but also the debt service portion.

Mr. Berube stated I agree. Just because the developer stepped in, the bottom line is, we sent out bills totally nearly \$50,000. We collected a small piece of that and the rest did not get paid until the developer paid it. If we are going to do this right, we need to collect it from the right source, whoever that is, and give those excess funds back to the developer. We are talking about doing things right, above board, and clean. We are willing to accept some sort of a settlement, simply because we received our money from the developer and Severn Trent will pay for part of it. I really do not think it is right. I have a hard time accepting it. I agree with Mr. Walls that we have not seen Severn Trent management here. We received a letter from Mr. Koncar, which was condescending, at best. I do not like it. I do not want to accept the fact that we received the balance of the \$50,000 from the developer, so therefore, it is all good. It needs to go back to collecting from the right place and giving it back to the developer. We asked them for payment because we needed money. It all started with Severn Trent six years ago. No matter how you sugar coat this, we are trying to put lipstick on a pig, and you cannot do that. I realize mistakes were made, but you need to own up to them, which they have, but so far they have not been willing to pay for those mistakes.

Mr. Walls stated I want to clarify what I said. The developer paid based on their assessment methodology. The money was not paid by the developer. They paid what they owed based on the methodology. Some other people did not. When the money comes back, if we were to collect that money at a later date, that money would have gone back into the fund. Assessments that would have been determined in the future would have

taken that money into account. It is not that someone is owed money and someone paid money that they should not have; people paid based on the assessment methodology and some people did not. That is my problem.

Mr. LeMenager stated I am in complete agreement with Mr. Walls and Mr. Berube that I think there has been a smoke-and-mirrors job done here. However, if I am listening to Mr. Walls and Mr. Berube, I am hearing we should shoot off our nose to spite our face and spend another \$6,000 for our attorneys to figure out how to resolve this. We have received an opinion from our attorney on this. The whole thing is great, but how would you go back and actually prove that these people did not pay? It sounds as though there is no basis for doing that. I think we have a nice pragmatic solution, so let us draw the line. Is it right? No. I am in complete agreement with Mr. Walls and Mr. Berube that it is not right. But I do not want to use up our entire \$13,000 just to end up paying the attorney to sort it out. We received a solution. Is it a great solution? No. Is it good way to proceed pragmatically? Yes, absolutely. I do not disagree with Mr. Walls and Mr. Berube, but we have to decide how much we are going to fight.

Mr. Walls stated I would like to hear an opinion from Mr. Qualls on the latest memorandum from Severn Trent that says the developer paid the bills for these individual property owners.

Ms. Kassel asked did they pay the assessments or did they pay the debt service? To me, that is two different things. If they paid the debt service but not the assessments, then we would have the money in the CDD funds for those assessments.

Mr. Moyer stated at the end of this discussion, you will end up right where you do not want to be, and that is filing foreclosure against 19 properties.

Mr. Walls stated that is not true.

Mr. Evans stated that is the only recourse we have.

Ms. Kassel stated that is not what Mr. Walls is saying.

Mr. Walls stated I am asking Severn Trent to step up and say they made a mistake and they are going to pay the bill.

Mr. Moyer stated I would be glad to be the conduit to pass that message to Mr. Koncar.

Mr. Walls stated I would appreciate that. I am not sure that I want to do business with people who are making excuses.

Mr. Moyer stated Mr. Koncar is going to say that under the normal course of business back in 2005, what happened is exactly what was anticipated pursuant to the developer funding agreement in 2005. That is the way business was done.

Mr. Walls asked did the developer pay pursuant to the methodology at the time?

Mr. Berube stated no, not if you say that the fact that we sent out 19 bills that did not get paid is the expected course of events. They did not get paid and we never did anything with them after that time, and that is where this problem begins. No matter where the money ultimately came from, the fact is, bills were sent out once, they did not get paid, and there it stopped. That is the mistake, and that is what we are discussing. Yes, we received the money from someone else, but that was the mistake that was made, and that is the bottom line.

Mr. Evans stated here are your options. Your sole source of legal recourse is to try to pursue recovery from those 19 lot owners.

Mr. Berube stated no, we can pursue recovery from Severn Trent.

Mr. Evans stated no, you have not been economically harmed other than the operation and maintenance assessments. Severn Trent is prepared to pay that. You have no standing to go persecute these 19 owners. That is the only legal recourse you have. You can say it is not fair all you want, but you will end up spending a lot more than \$5,000 or \$6,000 in legal fees to start to draft a complaint against whomever you are complaining. The solution is on the table.

Mr. Berube stated my feelings are clear. I think Severn Trent made the mistake.

Mr. Evans stated they admitted that they did. So the issue is, Mr. Moyer has been very straightforward. There has been no smoke and mirrors. There was an accountant who made a mistake, period. If no one in this room has ever made a mistake, then stand up because I want to see you. They made a mistake. When it was discovered, they stepped up to the plate and said they were trying to figure this out as fast as everyone else is.

Mr. Walls stated I have a fiscal year 2005-2006 invoice with a January 17, 2012 date on it.

Mr. Moyer stated that is because her computer will not print anything out that does not have the current date on it. I asked the same question. It does not make any sense to me, either.

Mr. Walls stated I feel like you have come up with a lot of excuses.

Mr. Evans stated no, he has not. That is just when you go back to print it out, it prints out the current date on it.

A Resident stated I think they should at least pay our legal expenses for having to look into this issue.

Mr. Evans stated all we needed to do before everyone went off on a lynch-mob mentality is to ask Mr. Moyer what happened. That is all we had to do.

Mr. Walls stated that is exactly what we did.

Mr. Evans stated and we incurred a lot of legal fees on this mentality of wanting to lynch someone. He is our manager and they are the accountants. All you need to do was go to him and acknowledge his 40 years of experience and the fact that he has more knowledge on this than anyone in the country. We found out we had a problem, and all we had to do was ask Mr. Moyer to look into this for us. Then he gives you the answer but it also cost \$6,000 in legal fees.

Mr. Walls stated I absolutely did that when we started discussing this. The answer is baloney.

Mr. LeMenager stated I would like to put this to a vote.

Mr. Walls stated I would like to hear an opinion from the attorney about the developer's claim that the developer paid the individual assessments for these properties.

Mr. LeMenager stated no one said that.

Mr. Qualls stated I am not going to speak on that.

Mr. Walls stated that is what this memorandum says.

Mr. Qualls stated I understand and I have read the memorandum. We were not consulted when the memorandum was drafted. Our firm has called Mr. Stephen Bloom and we asked some technical and legal questions because there are terms that can be defined either way. I really hesitate to comment until I understand what the intent of the author was in setting forth certain things in this memorandum. That is where we are as a law firm. I am not prepared to opine on this memorandum because I am not exactly clear what some of the statements are supposed to mean.

Mr. Evans stated I come back to Mr. LeMenager's point. We have a solution before us that makes the District whole.

Mr. Walls stated that is absolutely not correct.

Mr. Evans stated then you have to show me the evidence that supports and validates enough that you are willing to take to a courtroom and attach to a complaint that says you want to pursue foreclosure on those 19 owners, that you were damaged and that you have the right to pursue that action.

Mr. Walls stated I am absolutely not going down that road.

Mr. Evans stated that is the only recourse you have.

Mr. Walls stated Severn Trent has already said they made a mistake.

Mr. Evans stated they admitted it.

Mr. Walls stated they said they will pay the operations and maintenance portion, but then they came up with some crazy reason why the debt service has somehow been paid already, and it has not.

Mr. Evans stated if you are sure it has not, then show us the evidence.

Mr. Walls stated if they are willing to pay the operations and maintenance, then they should pay the debt service. If the developer entered into an agreement with these individual property owners to pay their bills, did these people report that as income to the IRS?

Mr. Evans asked if you have not been economically damaged and you are the plaintiff—the District would be the plaintiff—any time you are going to try to take action against anyone, you have to show damages. The burden is upon us. The preponderance of the evidence lies with the plaintiff. When we come forward before the court and we put forth a complaint, we will say that we have been damaged, here is how, and we can prove that we have been damaged.

Mr. Walls stated absolutely, we do not have the \$30,000+ in the account that was never collected.

Mr. Evans stated you do not know that.

Mr. Walls stated I absolutely know that. They have nothing that shows that the individual bills to the individual property owners were paid.

Mr. Moyer stated just the opposite is true.

Mr. Evans stated when you draft a complaint, you have counts, and you start off with the finding of facts. Those facts are undisputed. Then you get into your count. The first count that you are saying is that those funds were never received for the debt. Let us split

the two portions. We acknowledge that Severn Trent will pay the shortage for the operations and maintenance.

Mr. LeMenager stated I think the difference in view is, you are expressing a view that when the bonds are paid, each tiny little piece of it is paid. As a point of fact, that is not how the bond is paid down. It is one gigantic lump sum. Their point is, this one lump sum was paid, *ergo* the accounts are whole.

A Resident stated I have not read that draft, but to Mr. LeMenager's point, I think that draft is a "cover yourself" from them to say they collected the money.

Mr. LeMenager stated I do not disagree, but this is not a public forum.

Mr. Walls stated we are then saying individual assessments do not matter. Is that what you are saying?

Mr. LeMenager stated I am not saying that at all. I am saying to have a pragmatic solution. Did they make a mistake in 2005? Yes. Did we suffer economic loss as a result of that on the bond side? No, I am in agreement with Mr. Evans. There is no way you can prove it. So it comes down to viewing it as, the bonds get paid in 500 little pieces when, in fact, it is not paid in 500 pieces. There is one check that pays for the bond payments.

Ms. Kassel stated the question is not about getting the bonds paid and having enough money; it is about receiving the assessment amounts that were supposed to be received.

Mr. LeMenager stated I agree.

Ms. Kassel stated they are two different things.

Mr. Moyer stated Mr. Qualls is very good about breaking this down into components, where assessments are different than paying principal and interest. But look at the use and the purpose of the assessment. The assessment is levied for the purpose of paying principal and interest on the bonds. There is no argument that those assessments were not paid. No one is saying those assessments were paid. To the contrary, we are agreeing that they were not paid. But there is no economic harm to the District because the use of that money was to pay principal and interest on the bonds, which took place *vis-à-vis* a developer funding agreement.

Mr. Walls stated we are setting a precedent here that it is fine not to pay your debt service assessments.

Mr. Evans stated no.

Mr. Walls stated that is what you are saying.

Mr. Evans stated no, he is not.

Mr. Walls stated I cannot accept this.

Mr. Moyer stated then we go back to having to foreclose on these properties.

Mr. Walls stated we are at this point because Severn Trent did not do their job. That is why we are here.

Mr. Moyer stated there are a lot of people who did not do their job. The property appraiser did not do his job, frankly, which is how we got here originally.

Mr. LeMenager stated the property appraiser is the person who ultimately made the mistake.

Mr. Walls stated we pay Severn Trent to handle our assessments, to do the follow up, to submit the roll to the property appraiser, everything. That did not happen.

Mr. LeMenager stated they made a mistake.

Mr. Walls stated that is why we are here.

Mr. Moyer stated that is an example of no good deed goes unpunished. The reality is, Severn Trent should have never been put in the position of having to collect individual tax bills that should have been on the tax roll pursuant to the platting of that property that took place in March 2005 and never made it on the tax roll.

Mr. Walls stated there is nothing we can do about that.

Mr. Moyer stated your comment the other month was the property appraiser was busy. This was in 2005 and they were not busy in 2005.

Mr. Walls stated that was not a comment that I made.

Mr. Moyer stated unfortunately the person who did this work in 2005 should have said we are not going to do that.

Mr. Walls stated that is not our problem. We pay you to handle these issues.

Mr. Moyer stated you did not pay to handle that issue.

Mr. Walls asked then why did you do it?

Mr. Moyer stated they wanted to provide a customer service. Did they provide it well? It appears they did not.

Mr. Walls stated I have said my piece on this issue. If you want to accept this solution, feel free.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with Mr. LeMenager, Ms. Kassel, and Mr. Evans in favor and Mr. Berube and Mr. Walls against, approval was given to pay the outstanding operation and maintenance assessments from November 2005 as provided by Severn Trent.

Mr. Walls stated I will say again that I am very disappointed in Severn Trent on this. Going forward, I do not want to do business with a company that operates like this.

Mr. Evans stated when you get a lot more years of business experience, you may understand a little bit better.

Mr. Walls stated I do not appreciate that comment.

Mr. Evans stated it was not meant for you to appreciate it. I think you insulted a gentleman who has 40 years of experience. You are a baby in your field against someone who has 40 years of experience in this, and you want to chastise him.

Mr. Walls stated you are out of line.

Mr. Evans stated I am just telling you the way it is. Sometimes you get on a warpath that you want to chastise people instead of working things out.

Mr. Walls stated I will chastise people for not doing their job that we pay them to do.

Mr. Evans stated we did not pay them to do that. They tried to fix a problem that they did not cause.

Mr. Walls stated they let it linger for six years.

Ms. Kassel stated they missed it.

Mr. Evans stated that is correct; they missed it. But do you think they knew they missed it? Are you saying you have never made a mistake in your job?

Mr. Walls stated I am not saying I have never made a mistake. If I make a mistake, then I will stand up and say I made a mistake. That did not happen here.

Ms. Kassel stated yes, it did.

Mr. Evans stated then you should be called out and chastised in front of all your peers at work. Do they ever do that if you make a wrong entry? No, you go back and fix it, you solve the problem, and you move forward. Let us move forward. We had a vote so let us resolve this issue. Let us move forward.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Qualls stated we finalized the agreement for tree trimming in short order with the exhibits. Mr. Haskett helped in getting it signed by Mr. Lucadano, so that is complete. In reference to your comments about our invoice, at the bottom of our bills is a statement that says we view our bills as an extra form of communication. I say this with all sincerity that we appreciate the communication because we feel it helps us do our job better. I do want to say, however, that we received a memorandum with several questions in the memorandum, and we addressed them and answered them thoroughly. I will also say that what we strive to do for our clients is to provide preventive maintenance. If you think \$125 an hour is steep, litigation is a lot steeper. We are trying to prevent that from happening, which is why this recent bill was higher than normal. We do not set the budget but we have a very clear record of working with you to continue to provide outstanding, economical legal services.

Mr. LeMenager asked is anything happening with the Legislature that we should be aware of that might impact CDDs?

Mr. Qualls stated there are some Community Development District Bills that are moving, but I do not think they will impact this District.

Mr. LeMenager asked is there anything of concern?

Mr. Qualls stated not at this point. There are some Bills that may affect mergers and dissolutions and things of that nature. At the end of the Session, I will be happy to provide a record of that legislation to you.

Mr. LeMenager asked how are we impacted by what the Governor wanted to do in terms of reviewing all Districts?

Mr. Qualls stated I think this District is not one of those Districts that the Governor is concerned about. Your budget is in line and things are going well.

Mr. Moyer stated this is a study of 1,600 Districts in the State of Florida, and 585 are CDDs. The other two-thirds are all sorts of Districts—hospital, mosquito control, inlet, soil and water conservation. The Governor's concern is that some of those old Districts—I started with drainage Districts—there really are no specifics in terms of how they are governed, where they meet, how they go through competitive bidding and some of them do not even have competitive bidding requirements. His concern is if they are transparent, so they are studying all 1,600 of those Districts. CDDs will come out very

well in that study because all the things he is concerned about are already addressed in Chapter 190, Florida Statutes. That is a piece of legislation that has evolved over 30 years. The evolution was to address those transparency issues going back to 1980 forward. I have no concern about CDDs.

B. Engineer

Mr. Evans stated we received a letter from Woolpert saying that Mr. Boyd has left Woolpert. Mr. Boyd has been our engineer for many years and has a wealth of knowledge on everything that happens in Harmony. He is setting up his own firm, and he is asking that we accept a transfer from Woolpert to his new entity as far as being the District's engineer of record. Woolpert is acknowledging that transfer of all intellectual properties and the transfer of responsibilities that they have which they have accumulated from us over to his new entity.

Mr. Qualls stated I saw a letter saying that there would be an assignment document sent, but I did not see the assignment document.

Mr. Moyer stated the letter is set up for signature approving the assignment.

Mr. Qualls stated I did not see that letter, so I would ask that you approve it subject to final review by legal counsel.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to assign the engineering contract from Woolpert to Boyd Civil Engineering, subject to final review by legal counsel.

Mr. Evans stated I wish Mr. Boyd the best of luck with his new firm.

C. Developer

i. Consideration of Irrigation Proposals

Mr. Golgowski stated last month we presented a proposal from Insight Irrigation regarding an audit of our irrigation system, which was requested by staff since we are now assuming the maintenance responsibilities for the irrigation and in an effort to get a handle on this system. There were some parts of the proposal that were attractive and some parts that some Board members did not want to move forward with.

Mr. LeMenager stated essentially he proposed \$6,000 to produce the map. What was the price last month?

Mr. Berube stated \$2,810.

Mr. LeMenager stated but last month, he wanted to say that the proposal was not for each item on a stand-alone basis.

Ms. Kassel stated he had parts A, B, and C and if we were not going to go with C, he was going to reprice item B.

Mr. Golgowski stated that is correct.

Mr. LeMenager stated so he wants \$6,000 to produce this map.

Mr. Berube stated it went from a \$2,810 map, which in my opinion is useless. My concern with the proposal is the notes. Basically it says that we have to provide him with all kinds of background information so that he can do this, and it will also be subject to change orders and changes as needed. I can see this being never ending. I do not like the proposal. I did not like it last month. I am still in favor of letting Mr. Druckenmiller work through the irrigation. I have talked with him several times and I think he has a handle on it. We trusted him enough to give him the job. We should trust him enough to let him work through it. I think we are thinking about potentially spending a lot of money that is going to be open-ended and it will be more expensive. We will have a nice book that will sit on the shelf.

Mr. Haskett stated when we bring proposals to the Board, we bring them with knowledge of the systems and everything else. We do not just bring proposals to you to spend the District's money. If we did not feel like they were important, we would not ask the Board to review and consider them. We have gone back to Insight Irrigation and asked them to look at their proposal. We feel it is very important for the District to consider having Insight Irrigation prepare the map and provide the training to Mr. Druckenmiller because it is necessary. If it is not necessary, we would not have brought it to you in the first place.

Mr. Walls asked are you saying we have a person on staff who does not have the training to do the job?

Mr. Haskett stated yes, that is correct. He inspects the system.

Mr. LeMenager stated he is a wonderful worker with his hands, but this is a slightly more complicated project than his pay grade.

Mr. Golgowski stated I thought they gave a very creative approach to the issues that you raised, resulting in training for Mr. Druckenmiller and an audit of the system that we

are trying to get that will provide an interactive map so we will finally know what we have and where it is.

Mr. Walls asked what happens if we spend \$6,000 and the job still cannot be done?

Mr. Golgowski stated it is an ongoing thing. I know you are troubled about the last comment that the proposal requires site-specific information.

Mr. Walls stated I am talking specifically about the training. Right now you are telling me that we have a staff member who does not have the necessary training to do the job he was hired for.

Mr. Haskett stated perhaps I misspoke. He has the knowledge to do the job that he was hired for. This is continual on-the-job training. Mr. Druckenmiller is quite capable of going out and making sure the irrigation heads are spraying water and keeping plant material alive. This is to advance to where we do not need to spend more money for Insight Irrigation to come out and locate valves for us. Mr. Druckenmiller and I spent probably half a day trying to find two valves that were on the plans but they were nowhere to be found. It takes a probe out there in the ground and actually trying to locate them physically. This map, with the help of Insight Irrigation and Mr. Druckenmiller physically in the field with this person, will have that knowledge and will know from this day forward where each valve is, and it will cut down tremendously on a loss of labor for trying to locate them.

Mr. Berube stated we have an upfront investment of \$6,000. If it costs \$300 to have Mr. Aaron Smith come out and locate a valve, he could come out 20 times at \$300 each before we reach \$6,000 investment.

Mr. LeMenager asked how many valves do we have?

Mr. Haskett stated 453.

Mr. LeMenager stated this is to create a map of 453 valves. I agree with you for 20 of them, but I am a little concerned what happens in 10 years. I do not like having to spend this. I find it disappointing that it was not actually done when they built the system. You would have thought that whoever was in charge at the time would have thought it was important to make sure they did it. But we have to play the hand we are dealt. I hate spending the money, but we are at a point where the community is getting older and we will have more and more problems with these things. If there are 453 valves buried in the ground and we do not know where most of them are, I think we should do it.

Mr. Berube stated I would disagree that we do not know where most of them are. I think we do know where most of them are. Some of them, logically, will be buried and we may have to go find some of them. I do not know what the counts are, but I am against spending more money on this system. I am telling you the \$6,000 will be just the beginning of a never-ending requirement to update this. That will be the sale point. When it needs to be updated, we will need to spend more money to update the \$6,000 we have already spent.

Mr. LeMenager stated that is a good question for Mr. Haskett.

Mr. Berube stated we do not spend that much money on the labor to go out and locate valves.

Mr. LeMenager asked then what is the plan to keep this updated as we make adjustments and changes?

Ms. Kassel stated I asked that question last month.

Mr. Golgowski stated what Mr. Smith is suggesting is because we will have a digital map with all of the data in the system being produced, you can easily load this onto a tablet. The technician goes out into the field and starts changing heads or replaces a valve, he can enter that change on the spot so you have an ongoing update of the map. It is not a revisit to redo it every few years. That is my understanding of how it works.

Ms. Kassel asked is Mr. Druckenmiller sufficiently savvy that he can handle that kind of technical update?

Mr. Haskett stated yes.

Mr. Evans stated Mr. Haskett brought up a really good point. They do not just bring proposals just for entertainment. They spend an enormous amount of time going back and bringing proposals. We review them and come back with questions, and they go back and get new proposals and analyze them and provide them with the proper exhibits on the basis that they are on our side. They are trying to provide us with the best information to help us make the best decisions that we possibly can, regardless of how we view it, whether we are in favor of it or against it. I really appreciate the work these men do. I think that we need to rely upon that to a great degree, and we do rely upon it for the quality of work that they provide to us. I do not think Mr. Haskett or Mr. Golgowski would make a recommendation to spend \$6,000 if they did not truly believe that it has a value of \$6,000 or more to this District.

Mr. Berube stated I agree with you about the value that they provide that costs us no money for their time. But the state of the system was well known three months ago when we approved putting Mr. Druckenmiller in charge of this system. Nothing has changed over the past three or six months. Now that we have Mr. Druckenmiller in the field, and all of a sudden, we have a major problem that we cannot find anything. Nothing has really changed but here we are looking to spend a lot of money on the irrigation system. I just do not see the need.

Mr. LeMenager stated I have some difficulty saying that we hired a technician at fairly low wages and put him in charge of a multi-million dollar irrigation system. We hired someone because we thought we needed someone with good hands-on ability that was accountable, and we did not feel we had that accountability with Luke Brothers. To say that we have put a skilled manual worker in charge of a multi-million dollar irrigation system is kind of stretching it.

Mr. Evans stated we need to provide the tools for him to maintain the system that we are giving him the responsibility to maintain.

Ms. Kassel stated I would like to know why the price for the map is much higher now than it was in the previous proposal.

Mr. Berube stated because we eliminated the other pieces of his original proposal and he needed to make some money on it.

Mr. Golgowski stated the map is being produced as the audit occurs. He put two functions under one price with this proposal. As Mr. Smith accompanies Mr. Druckenmiller in the field, they are taking one-tenth of the system on each visit and looking at it to see if the irrigation head has been changed, see if it is a rotor when we thought it was a spray head. They cover different areas, and he will be digitally mapping the area covered by each zone, which we do not have now, as well as including all of the irrigation equipment.

Ms. Kassel asked he will be checking the equipment and mapping it? Previously, there were A, B, and C choices on his proposal. Now there is only part A? What was the total amount for A, B, and C, or just for A and B?

Mr. Berube stated the total was about \$11,000.

Ms. Kassel stated so the new proposal is \$6,000, and we will not be getting option C, which is the Maxicom communication audit.

Mr. Golgowski stated that is correct.

Ms. Kassel stated so we are not paying for that. Both Mr. Golgowski and Mr. Haskett feel that this is something that would benefit Mr. Druckenmiller and the community and the District.

Mr. Golgowski stated that is correct.

Mr. Walls stated as Mr. Berube stated, this is an open-ended \$6,000. There will be an additional \$95 per hour for anything else that is not included specifically in this agreement.

Ms. Kassel stated any contract would be like that.

Mr. LeMenager stated then we just do not authorize anything outside the contract.

Mr. Berube stated then the argument will be that your \$6,000 package is now no good unless you authorize me at \$95 an hour to update it for you. That is what is going to happen here. It is open ended; it is not fixed. It will be a living agreement, just like grass is a living organism. This will live and cost a lot of money. It is dangerous to do this.

Ms. Kassel asked if he does the job and provides the map, how is it ongoing?

Mr. Berube stated because it will need to be updated all the time.

Mr. LeMenager stated but Mr. Smith is not going to do it.

Ms. Kassel stated Mr. Druckenmiller will do it.

Mr. Berube stated yes, Mr. Smith will do it. Mr. Druckenmiller will not.

Mr. LeMenager stated our staff will do it.

Mr. Berube stated Mr. Smith will be involved in this at every step because it is his map and there will be problems, so he will charge for every bit of this. It is a living and moving organism. I am against it. I do not like open-ended deals; it has to be finite, and this is not finite.

Mr. Walls asked do we have the tools to update this electronic map now?

Mr. Golgowski stated if the tool is a tablet, we do not have that.

Mr. Walls stated this will require software, some type of GIS software to update.

Mr. Golgowski stated it is almost freeware that can be used. I believe that is the case.

Mr. Walls stated I would like to know that. Mr. Berube is right that anytime a piece of equipment is moved or changed, the map will need to be updated or it will be worthless.

Mr. Berube stated if we are going to trust Mr. Druckenmiller to update the \$6,000 map, it is also the time to consider giving him the ability to go in there and do the

electronic portion for Maxicom. We received a proposal last month to increase the monitoring of Maxicom. We are still paying \$250 a month for not much service. If we trust Mr. Druckenmiller to update our new \$6,000 map and keep it updated, we ought to be able to trust him to move the timers on Maxicom and run the water.

Ms. Kassel stated those are not the same. It is comparing apples and oranges.

Mr. Berube stated I understand, but if he is smart enough to update this map, I am sure he is smart enough to be trained to run Maxicom. I know this is a different tangent, but I am against these open-ended proposals because we will end up paying more and more.

Ms. Kassel stated like Mr. Walls, I would like to know if we will be able to update this plan without additional costs to us, except perhaps for a tablet to do it on.

Mr. Evans stated Mr. Berube raised the point about updating the map. I have not seen the format or the example of the finished product, so I presume that part of it will be a graphic that will be like an aerial or a construction drawing that will show a physical location for these valves. The other would be more like an Excel spreadsheet that you would update when you replace certain things. There are two components to the data that is part of the finished product.

Mr. Golgowski stated that is correct. There are tables that would stand behind the map that includes the geographic information.

Mr. Evans stated so you would be updating any changes that we make on the data portion.

Mr. Golgowski stated that is correct.

Mr. Evans stated if you had to swap out a head or there are comments about that location, we will be updating that information ourselves.

Mr. Golgowski stated that is correct.

Mr. Evans stated the only time we would have to update the graphic aspect is if we physically move something across the street or some other major move. We could even note that change if we had to move it three feet or five feet in a notation on the narrative where you replaced a valve and due to a conflict or roots or something, you moved it three feet east. We can update this map ourselves to a great degree.

Mr. Walls stated I have some experience with GIS. The fact is, both components—physical and electronic—are map data. You are dealing with map data. It is not as easy as

adding a footnote that says you moved something. You need to have the specific software, and I do not even know what kind of software it requires. You need the right tools to be able to update that electronic map in order to update the physical map that you can print out.

Mr. Evans stated we are not updating the map.

Mr. LeMenager stated we are actually going to make the map.

Mr. Walls stated if we spend the money to make a map, then we will want to be able to update that map.

Mr. LeMenager stated we agree.

Mr. Golgowski stated we have a GIS system in-house that the developer uses, and it can handle any changes to this map that we want to produce. That can be then transferred to the hand-held device.

Mr. Evans stated they are two totally different products from what I understand.

Mr. Walls stated but they are not the same platform.

Mr. Golgowski stated you can take them apart.

Mr. Evans stated one is the map, which is a graphic, visual map. The other is data. It is like a report that you constantly update about any work you did on a particular valve. You can update that anytime you need to. It does not mean the valve moved; it just means that is where it was.

Mr. Golgowski stated that is correct. It has a GIS system, so looking at a map on your tablet, you can see a valve on your map. If you tap the screen, a table pops up that says it was swapped out on a particular date and any other details. All that data is behind the map. You can edit that table and you can edit the map. If you want to move the valve, you can change the map to show where it was moved, and the table goes with it.

Mr. Evans asked realistically, will we be modifying the map unless there are some major changes?

Mr. Golgowski stated we have added onto zones where we have added some new beds or something where we had to extend the lines. There could be an occasional need to do something like that.

Mr. Walls stated I am not sure I support this. If you get a product, you will want to be able to have the ability to update it. That is what I want to know if we are getting. are we getting something that is in a format that is easy where one of our people can do that, or

is this something where we will have to call in Mr. Smith to do at a charge per hour in the future, when he may or may not be around?

Mr. Berube stated I appreciate the offer from the developer that they have the software, but some day, the developer may not be our friend anymore. If we are going to need a software package to do this, then we need to do it ourselves. If that means a tablet and software, then it needs to be ours. I am not sure if it is legal for us to have a tablet and use the developer's software. There still needs to be a separation between the developer and the CDD. We need to stand on our own. We have had this discussion before, and we need to consider that. If we need software, then it needs to be ours. If we need a tablet, then it needs to be ours.

Mr. LeMenager asked you realize what you are saying very clearly to the tax payers of this community is that the operation and maintenance portion of their CDD assessments will be a never-ending spiral upwards? Is that correct?

Mr. Berube stated no, I am not agreeing that we should buy this at all. But if we do, then we need to consider that we need to handle it all in-house. We have expanded our employee base. We have discussed this previously, and I know Mr. LeMenager is a proponent of the CDD being self-sufficient. This is another area where we need to be self-sufficient. We cannot borrow software from other people to support our product.

Mr. LeMenager stated I think we have different time horizons here. We are talking about a community that has a pretty low percentage of development so far. I still want to use their services as much as possible for as long as possible.

Mr. Evans stated Mr. Berube was involved in pursuing the mule.

Mr. Berube stated that is correct.

Mr. Evans asked how is that any different than this? It is a tool to help them do a better job in fulfilling his obligations to us. That is a physical tools, and he carries other tools around. This is a tool that he will use to be far more efficient in maintaining this asset. How is it any different?

Mr. Berube stated it is a matter of opinion. It depends on how you look at it. I am a realist. I deal with reality every day. Some of us do, and some do not. I have spoken to Mr. Druckenmiller and I have been out there. I have worked on irrigation systems myself. I understand this might be a tool that is going to be helpful under certain conditions. I do not see the value equation. We are spending far more money than we really need to. Mr.

Druckenmiller can work a lot of hours for \$6,000. I am concerned that it is open-ended. It is purely a matter of opinion, and it is my opinion that there is no value to this equation to me.

Mr. LeMenager made a MOTION to approve the proposal from Insight Irrigation to produce a map of the irrigation system, as submitted, in the amount of \$6,000.
Ms. Kassel seconded the motion.

Mr. Qualls stated I think it would be helpful to clarify some things in this proposal, if that is not obvious from the discussion the Board has had. I have highlighted a few things. One is, for a total period of ten days, and then each Tuesday. I need to know if that is two Tuesdays or ten Tuesdays. That is minor and I am sure it is ten Tuesdays. The comment about additional site visits at \$95 per hour and staff will prepare a weekly report of findings. What happens to the report? Who receives it?

Mr. LeMenager amended the previous MOTION to approve the proposal from Insight Irrigation to produce a map of the irrigation system, as submitted, in the amount of \$6,000, subject to review by legal counsel.
Ms. Kassel seconded the amendment.

Upon VOICE VOTE, with Mr. LeMenager, Ms. Kassel, and Mr. Evans in favor and Mr. Berube and Mr. Walls against, the above motion passed 3-2.

Mr. Evans stated Mr. Qualls will provide us with any suggestions for any language needed to Mr. Haskett so we can update this and move forward on this work.

ii. Swimming Pool Cleaning

Mr. Haskett stated at a previous meeting, the Board requested proposals for pool cleaning services, which I have provided to you.

Mr. LeMenager made a MOTION to approve the proposal from Roberts Pool for pool cleaning services, as provided.
Ms. Kassel seconded the motion.

Mr. Berube asked why are we looking to accept a bid? We really did not have a deal with them before. It was an open-ended contract with the ability to change. All we did was ask for a quote and the price increased. Why should we accept the price increase

from someone who we asked to potentially be replaced? I do not like that progression of events.

Mr. LeMenager stated that is what happens when you go out to bid things.

Mr. Berube stated it does not mean we have to like it, and it does not mean we have to accept it.

Mr. LeMenager stated keep that in mind when you talk about our contract for \$500,000.

Mr. Berube stated I understand. I am just raising an objection that we looked at four proposals. Two declined to bid for any number of reasons. One provided a bid. We are talking about \$14,000+ annually. We really did not get a very good representation. I realize it is a lot of work for Mr. Haskett, but we did not gain anything except retaining a contractor that we had questions about at an increased price. We just discussed earlier that we were billed for services that we did not receive in January. Now we will accept a price increase and move forward. Something is wrong.

Mr. Walls stated I appreciate Mr. Haskett's work in preparing this, and I am glad someone did it. I am sad to see there are four companies and I find it hard to believe in this economic time we are living in that we have bids from just two companies to do this work. I wonder if Severn Trent has a place to go to, like a repository of companies, that can be asked for bids. I know there are more than four companies in the central Florida area that handle pools.

Mr. Moyer stated we use the Yellow Pages.

Mr. Berube stated we can put an advertisement in the newspaper.

Mr. Walls stated I think we can expand upon this. We have a list of four companies, and we know there have to be dozens of companies that do this work.

Mr. Haskett stated I did not list the ones that were in Orlando and did not want to drive to Harmony to clean the pools. These are the ones that I sent the scope of services to, they came out and looked at it, and Gator Pools declined to bid on it because they felt that it was too restricting for them. The Original Pool Doctor submitted a proposal six or eight months ago for \$14,000 per year, which is about the same figure as Roberts Pools. I asked them to rebid based on this scope of service, and they did not submit a bid.

Mr. Walls stated I am not criticizing your work, but what it shows on here is that there were four companies who were solicited. I do not know how many you contacted because it does not say on here.

Mr. LeMenager stated I am concerned we are getting into micromanaging. We are a policy-making body, and not a day-to-day management body. We have our day-to-day manager who does his best for us. He has done the work and made the phone calls and received the bids. He has made a recommendation.

Upon VOICE VOTE, with Mr. LeMenager, Ms. Kassel, and Mr. Evans in favor and Mr. Berube and Mr. Walls against, the above motion passed 3-2.
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SEVENTH ORDER OF BUSINESS

Audience Comments

Mr. Moyer stated Mr. Glen Becker arrived after our agenda item for audience comments, and he would like to address the Board.

Mr. Glen Becker stated you all remember how many hours the CDD spent about a year ago discussing the issue of fishing in the local retention ponds. I was quite satisfied when the CDD resolved to confirm and promote a rule against such fishing. For anyone who takes the trouble to search the rule books, you can look on the CDD's website and other places. Subsequently, a number of my neighbors have complained to me about the number of boys with their fishing poles on the edges of retention ponds. I am thinking especially of the pond that runs between Harmony Community School, where I work, and the large dog park. The fishers and anglers in question are usually high school boys or younger. I know and like most of these boys, so over time, I have tried to chat with them individually in a good-natured way. My message has been that I do not want to see them get into trouble. If any resident happens to see you out here trying to catch some fish and decides to call the sheriff, you will probably get a citation or a ticket and your parents may be asked to pay a fine. The most dramatic upshot of those conversations came along during the week of Christmas when some teenaged boys flung five dead fish at my front door, knocked over a planter and created a nasty mess. After that happened, I talked with the sheriff's deputy who came to the house. My main interest was to find out if I was correctly interpreting the position of the sheriff's office. He led me to understand that I was. He urged me to call him if I saw anyone fishing in a retention pond, and he said if he saw anyone fishing in a retention pond, he would first give them a warning and then a

citation. Within the past month, one of my neighbors decided to contact people at the sheriff's office. She was determined to find out quite aggressively whether or not that was really the rule. She talked with at least five people there, including the lieutenant, and she heard a very different story. I think I can accurately paraphrase what she heard from the sheriff's office. One, if this is a question of a Harmony resident fishing in a local pond, the sheriff's office does not want to hear about it and will do nothing to enforce our rules. Only an officer of the CDD has the right to go up to an angler and say they should not be fishing there, but even then it is an open question whether or not the CDD officer can do anything to enforce the rule. Three, if anyone wants to be sure of not getting in trouble, all that person has to do is head to Long Pond or another pond that does not have explicit signage posted saying that fishing is prohibited. That seems to be where we stand. I am a little confused and discouraged. I would like to teach young people to respect the rules. Where do we go from here? What is the rule now and into the future? Do we give up on the idea of telling people they should not be fishing in the ponds after all this discussion?

A Resident stated the sheriff's deputy was out here on Saturday because we had an issue on our pond. There were a couple guys who came out and they understand perfectly what the situation is. This sheriff had never dealt with this before, but as soon as he read the Statute on the sign, he reacted accordingly. If you are calling the sheriff's office and talking to someone who does not understand the sign is posted with the Statute, that could be the miscommunication. The deputies who physically come out read the sign and it is very clearly written, end of discussion.

Mr. Becker stated I wonder if the sheriff's office is telling people what they think they want to hear. I would like to see the policy enforced. If someone says they will not enforce that policy, where does that leave us?

Mr. Evans asked do you know what deputy that person spoke with at the sheriff's department? Do you have a name?

Mr. Becker stated I have the name of Lieutenant Parsons, who confirmed what my neighbor had heard from Sergeant Kenneth Tally. These two officers spoke with others in the sheriff's office to make sure they believed they were accurately reflecting the sheriff's office policy.

Mr. Evans stated I will ask Mr. Moyer to call the sheriff's department and express upon them that our position has not changed.

Mr. Moyer stated the part that Mr. Becker said about having an officer of the District be the entity to make the formal complaint, in Orange County, that is what they do. We actually have Supervisors who have volunteered that when a resident calls, they will go down and swear out the complaint for trespassing. I am encouraged to hear that is not the case necessarily with all of the sheriff's deputies in Osceola County. If they want to play it 100% by the book, that may be the situation.

Ms. Kassel stated I am sure there are any number of Supervisors who would be willing to do that if the case arose.

A Resident stated from what I have gathered from talking with our local law enforcement, there are a number of things going on in the community that they are terribly aware of and aggressively interested in chasing down. With kids on the ponds, what I have seen firsthand is they will tell the kids they cannot be there and to pack up their stuff and go, and that is all it takes for most kids. They say "yes sir" and pick up their stuff and leave. I think for the sheriff, if it becomes an issue, then they have a separate issue outside of the trespassing with kids who are being belligerent. That is what I have seen from them. I do not think they are being overly aggressive with it, and I have not seen them write someone a ticket but simply tell them to leave.

Mr. Becker stated I received an email from my neighbor, and she wrote that "my boys have been told by the two persons in authority, one wearing a CDD shirt and driving a Harmony golf cart, that it was fine for them to fish where there were no signs, i.e., in the retention ponds where there are no homes." That was shocking.

Ms. Kassel stated the policy is no fishing in any CDD ponds, but not all ponds are posted and, therefore, cannot be enforced. The policy is no fishing in any pond.

Mr. Evans stated I do not know of anyone who would make that statement, but I am not disputing your email or what was passed along. That would not be our policy. Check with the sheriff's department and speak with that lieutenant to see what you can find out.

Mr. Moyer stated I will call them.

Mr. Evans stated thank you; your presentation was very *en pointe* and precise.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next order of business followed.

Harmony CDD
February 23, 2012

NINTH ORDER OF BUSINESS

Adjournment

The next meeting will be Thursday, February 23, 2012, at 6:00 p.m.

The meeting adjourned at 8:20 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman

Fourth Order of Business

4A

MAINTENANCE REPORT

CUSTOMER Harmony CDD Pond Maintenance DATE 3-13-12

BTC ACCOUNT NO. 582-01

BIOLOGIST / TECHNICIAN Larry, Steven

TREATMENT SERVICES

POND SITE INSPECTED	EMERG. VEG.	SUBMERG. VEG.	FLOATING VEG.	ALGAE	AQUASTAR	AQUATHOL K	COPPER SULFATE	CUTRINE	POND DYE	REWARD	SONAR	WEEDAR	OTHER
10	x				/							/	
11	x				/							/	
13	x				/							/	
32	x				/							/	
33	x				/							/	

TARGETED VEGETATION 10: Treated torpedograss and thinned dense mats of pennywort around plantings. Removed TSA.

11: Treated torpedograss around perimeter of pond. 13: Treated torpedograss around perimeter. 32: Treated torpedograss within planting areas. Spot treated cattails in littoral area. 33: Spot treated cattails in littoral area and removed TSA within buffer.

ADDITIONAL NOTES / CONCERNS _____

4B



HARMONY CDD MONTHLY LANDSCAPE MAINTENANCE REPORT
March 2012

LINE ITEM	#	SUB-SECTION	#	PERFORMANCE NOTES	
				COMPLETED	WILL BE COMPLETED
Turf Care	4.1	Mowing	4.1.1 4.1.2 4.1.3	<ul style="list-style-type: none"> Developed, undeveloped and HWY192 turf has been adjusted to the following heights per turf. 4" for St. Augustine, 2.5" for Bahia, 2" for Zoysia turf. 	<ul style="list-style-type: none"> This month keeping with the contract specifications, we have gone to the schedule of 3 mowings for the St. Augustine and Bahia. Zoysia will be cut once a week.
		Pest Control	4.1.4 4.1.6	<ul style="list-style-type: none"> There has been no insect activity within the turf around the property. 	<ul style="list-style-type: none"> The 26th and 27th we will be applying insecticide to the turf which is in the contract for March.
		Fertilization	4.1.5	<ul style="list-style-type: none"> We have completed 20% of the fertilization this month. 	<ul style="list-style-type: none"> Fertilization will be completed this month per the contract.
		Annuals	4.1.8	<ul style="list-style-type: none"> Flowers have been maintained and looking healthy. 	<ul style="list-style-type: none"> We will continue to maintain the flowers beds with dead heading, fertilization, along with fungicide as per the contract.
Sports Turf	4.2	Mowing	4.2.1	<ul style="list-style-type: none"> Mowing is being completed once a week. 	<ul style="list-style-type: none"> We will continue to mow once a week through the month, which have been above the contract specifications.
		Pest Control	4.2.2 4.2.3	<ul style="list-style-type: none"> IPM has been performed as needed. Herbicide was applied at the end of February as stated in the contract. 	<ul style="list-style-type: none"> IPM will be performed as needed.
		Fertilization	4.2.5	<ul style="list-style-type: none"> The color of the turf on the field is showing great signs from the warmer weather. 	<ul style="list-style-type: none"> We will continue with supplemental fertilizations both liquid and granular due to high activity.
Shrubs / Groundcover Care	4.3	Pruning	4.3.1	<ul style="list-style-type: none"> The shrub pruning rotation is 85% completed on common areas and 90% completed in parks. 	<ul style="list-style-type: none"> Shrub pruning will be completed throughout March for both the main property and the parks.
		Weeding	4.3.2	<ul style="list-style-type: none"> The weeding rotation is 60% completed on common areas and 80% completed in parks. Sureguard has been applied with Round-up which acts as a growth inhibitor for potential weeds. 	<ul style="list-style-type: none"> We are still working with the crews to handle the weeds in their areas of work on a daily basis. All weeding will be completed by the end of the month.
		Fertilization	4.3.3	<ul style="list-style-type: none"> Fertilization was completed by the end of the month of February staying within contract specifications. 	<ul style="list-style-type: none"> We will keep an eye on shrubs throughout the property for needed fertilizations as we have been for the past year.
		Pest Control	4.3.4	<ul style="list-style-type: none"> IPM has been performed as needed. 	<ul style="list-style-type: none"> We will perform IPM as needed throughout the property.
		Mulching	4.3.5	<ul style="list-style-type: none"> Areas are being checked as work is being completed to assure that no areas are missed. 	<ul style="list-style-type: none"> We have been correcting tree rings, trimming ornamental grasses, and completing by the end of March as per the contract.
Tree Care	4.4	Pruning	4.4.1	<ul style="list-style-type: none"> Neighborhood trees were completed at the end of March. 	<ul style="list-style-type: none"> Trees will be elevated as needed during the detail rotations.
		Fertilizer	4.4.3	<ul style="list-style-type: none"> Fertilization is being applied as needed. 	<ul style="list-style-type: none"> We will continue to fertilize the queen palms monthly as we did last summer to promote healthy growth and appearance at the Swim Club.
Unscheduled Maintenance	5	Unscheduled Maintenance	5.4	<ul style="list-style-type: none"> We have been cutting down and removing Red Bay Trees which have been infected by Ambrosia Beetles. This is causing them to be infected with Ambrosial fungus and at the moment has no form of treatment. Crepe Myrtle trimming and Neighborhood trimming of trees were completed at the end of the month of February. 	

4Ci

THE TOWN OF HARMONY

District Dock & Maintenance Activities Report

February 2012 – March 15, 2012

Boat Maintenance

- All boats were cleaned as needed.
- Bass boat renovation of interior complete; however, motor is under repair.

Buck Lake Activities

- First Friday Fishing (March 2nd), 18+ in attendance.
- Boat Orientation Class – Held Saturday 3rd of March, 8 attended.

Facility / Park Maintenance Activities

- Facility maintenance on schedule.
- Water Feature – wye strainers cleaned, diaphragms inspected & clock time reset.
- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Doggie Potty station installed at Triangle Park in Green neighborhood.
- Reported to OUC various streetlight outages.
- Inspected facilities for cleanliness and/or damage after each scheduled event.
- Pressure washed sidewalks and bench pads at Cat Brier dog park area Dahoon Holy Park, and started PW roundabout at Cat Brier & Five Oaks.

Irrigation Maintenance

- Irrigation inspections on schedule. Multiple rotor and spray heads replaced due to leaking gaskets.

4Cii

Fifth Order of Business

HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/ INDIVIDUAL USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

REQUIRED INFORMATION:

Name: Harmony Community School

Address: 3365 Schoolhouse Road

Home Phone: 407-892-1655 Cell Phone: _____

E-mail: _____

EVENT INFORMATION:

Type of event: Swimming lesson for Kindergarten

Requested location: Harmony Pool

Event date(s): May 21-25

Times From: 9:00 (a.m./p.m.) To: 1:00 (a.m./p.m.)

Anticipated # of attendees: 150 What age group? Kindergarten and first graders

DAMAGE DEPOSIT

For each event with 10 or more attendees the District shall collect from the event organizer a **damage deposit** in the amount **\$250** at least **5 calendar days** prior to the event.

At the conclusion of the event and upon inspection, the District shall either 1) return the Damage Deposit to the event organizer if there is no damage to District property or 2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/ MERCHANDISE:

Any vendor who will sell or giveaway merchandise must have a vendor agreement, copy of their business license and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/ type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and type of service of any person(s) that you have an agreement/ contract for any service they will provide for you.

Attached: Yes No

CATERING:

Will your event require catering? Yes No

Name of Company: _____ Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____ Cell/ Pager: _____

CONTACT INFORMATION:

To obtain a county permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy, the contact information is:

Osceola County Zoning & Code Enforcement, 1 Courthouse Square, Suite 1200, Kissimmee, FL 34741. Phone (407) 343-3400.

Osceola County Parks and Recreation Department, 1 Courthouse Square, Suite 1200, Kissimmee, FL 34741. Phone (407) 343-2380.

County Waste Management, (407) 847-7370.

INDEMNIFICATION AND HOLD HARMLESS:

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or

omissions of the organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorneys fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

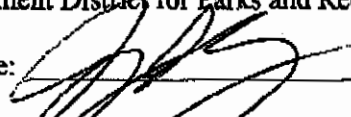
The state, agency or subdivision of the state shall not be subject to this indemnification clause in accordance with s. 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to s. 768.28, Fla. Stat.

SIGNATURE:

I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.

I have read, understand and agree to abide by the policies set forth by Harmony Community Development District for Parks and Recreation.

Signature:  _____ Date: 2/28/12 _____

Signature: _____ Date: _____

Sixth Order of Business

6A

**Harmony
Community Development District**

Financial Report

February 29, 2012

Prepared by



**Harmony
Community Development District**

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**Harmony
Community Development District**

Financial Statements

(Unaudited)

February 29, 2012

Balance Sheet
February 29, 2012

ACCOUNT DESCRIPTION	GENERAL FUND	2001 DEBT SERVICE FUND	2004 DEBT SERVICE FUND	2004 CAPITAL PROJECTS FUND	TOTAL
ASSETS					
Cash - Checking Account	\$ 194,297	\$ -	\$ -	\$ -	\$ 194,297
Cash On Hand/Petty Cash	500	-	-	-	500
Assessments Receivable	13,872	-	-	-	13,872
Interest/Dividend Receivables	932	-	-	-	932
Investments:					
Certificates of Deposit - 36 Months	127,778	-	-	-	127,778
Money Market Account	480,120	-	-	-	480,120
Construction Fund	-	-	-	62,821	62,821
Prepayment Account	-	3,750	3,229	-	6,979
Reserve Fund	-	1,416,606	859,953	-	2,276,559
Revenue Fund	-	599,108	47,456	-	646,564
Prepaid Items	1,031	-	-	-	1,031
TOTAL ASSETS	\$ 818,530	\$ 2,019,464	\$ 910,638	\$ 62,821	\$ 3,811,453
LIABILITIES					
Accounts Payable	\$ 80,721	\$ -	\$ -	\$ -	\$ 80,721
Accrued Expenses	35,133	-	-	-	35,133
Deferred Revenue	13,872	-	-	-	13,872
TOTAL LIABILITIES	129,726	-	-	-	129,726
FUND BALANCES					
<i>Unspendable:</i>					
Prepaid Items	\$ 1,031	\$ -	\$ -	\$ -	\$ 1,031
<i>Restricted For:</i>					
Debt Service	-	2,019,464	910,638	-	2,930,102
Capital Projects	-	-	-	62,821	62,821
<i>Assigned to:</i>					
Operating Reserves	350,000	-	-	-	350,000
Reserves - Renewal & Replacement	135,000	-	-	-	135,000
Reserves - Self Insurance	50,000	-	-	-	50,000
<i>Unassigned:</i>	152,773	-	-	-	152,773
TOTAL FUND BALANCES	\$ 688,804	\$ 2,019,464	\$ 910,638	\$ 62,821	\$ 3,681,727
TOTAL LIABILITIES & FUND BALANCES	\$ 818,530	\$ 2,019,464	\$ 910,638	\$ 62,821	\$ 3,811,453

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2012

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 1,500	\$ 625	\$ 1,495	\$ 870
Interest - Tax Collector	-	-	25	25
Special Assmnts- Tax Collector	622,472	414,980	328,429	(86,551)
Special Assmnts- CDD Collected	913,955	380,815	380,814	(1)
Special Assmnts- Discounts	(24,900)	(16,600)	(12,889)	3,711
Other Miscellaneous Revenues	-	-	1,410	1,410
TOTAL REVENUES	1,513,027	779,820	699,284	(80,536)
EXPENDITURES				
Administrative				
P/R-Board of Supervisors	9,600	4,000	4,000	-
FICA Taxes	734	305	306	(1)
ProfServ-Arbitrage Rebate	1,200	1,200	600	600
ProfServ-Dissemination Agent	500	500	500	-
ProfServ-Engineering	15,000	6,250	3,583	2,667
ProfServ-Legal Services	23,000	9,585	13,811	(4,226)
ProfServ-Mgmt Consulting Serv	55,984	23,325	23,327	(2)
ProfServ-Property Appraiser	779	779	-	779
ProfServ-Special Assessment	11,822	11,822	11,822	-
ProfServ-Trustee	11,000	11,000	9,186	1,814
Auditing Services	8,000	4,000	-	4,000
Communication - Telephone	380	160	6	154
Postage and Freight	1,200	500	436	64
Insurance - General Liability	23,733	23,733	23,262	471
Printing and Binding	5,000	2,085	2,484	(399)
Legal Advertising	1,000	415	158	257
Misc-Assessmnt Collection Cost	12,449	8,300	6,311	1,989
Misc-Contingency	2,800	1,165	48	1,117
Office Supplies	1,500	625	282	343
Annual District Filing Fee	175	175	175	-
Total Administrative	185,856	109,924	100,297	9,627
Field				
ProfServ-Field Management	109,839	40,471	42,682	(2,211)
Total Field	109,839	40,471	42,682	(2,211)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2012

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Landscape				
R&M-Grounds	32,994	13,750	12,498	1,252
R&M-Irrigation	15,767	15,767	21,866	(6,099)
R&M-Tree Trimming Services	15,000	6,250	-	6,250
R&M-Trees and Trimming	21,115	8,798	7,965	833
R&M-Turf Care	283,001	117,920	115,834	2,086
R&M-Shrub Care	110,539	46,060	44,808	1,252
Miscellaneous Services	10,000	4,165	15,326	(11,161)
Total Landscape	488,416	212,710	218,297	(5,587)
Utilities				
Electricity - General	35,000	14,585	10,618	3,967
Electricity - Streetlighting	385,000	160,415	157,734	2,681
Utility - Water & Sewer	105,000	43,750	35,439	8,311
Total Utilities	525,000	218,750	203,791	14,959
Operation & Maintenance				
Contracts-Lake and Wetland	35,000	14,585	15,565	(980)
Communication - Telephone	8,000	3,335	1,753	1,582
R&M-Common Area	18,806	7,835	7,188	647
R&M-Equipment	15,000	6,250	5,229	1,021
R&M-Pools	70,000	29,165	41,168	(12,003)
R&M-Roads & Alleyways	1,000	415	4,041	(3,626)
R&M-Sidewalks	6,000	2,500	-	2,500
R&M-Parks & Amenities	8,500	3,540	-	3,540
R&M-Hardscape Cleaning	6,000	2,500	2,836	(336)
Misc-Contingency	15,610	6,505	26,685	(20,180)
Misc-Security Enhancements	5,000	-	854	(854)
Cap Outlay - Other	15,000	-	-	-
Total Operation & Maintenance	203,916	76,630	105,319	(28,689)
TOTAL EXPENDITURES	1,513,027	658,485	670,386	(11,901)
Excess (deficiency) of revenues Over (under) expenditures	-	121,335	28,898	(92,437)
Net change in fund balance	\$ -	\$ 121,335	\$ 28,898	\$ (92,437)
FUND BALANCE, BEGINNING (OCT 1, 2011)	659,906	659,906	659,906	
FUND BALANCE, ENDING	\$ 659,906	\$ 781,241	\$ 688,804	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2012

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 800	\$ 335	\$ 295	\$ (40)
Special Assmnts- Tax Collector	1,037,460	691,640	550,752	(140,888)
Special Assmnts- CDD Collected	432,195	312,185	312,185	-
Special Assmnts- Discounts	(41,498)	(27,664)	(21,614)	6,050
TOTAL REVENUES	1,428,957	976,496	841,618	(134,878)
EXPENDITURES				
Administrative				
Misc-Assessmnt Collection Cost	20,749	13,832	10,583	3,249
Total Administrative	20,749	13,832	10,583	3,249
Debt Service				
Principal Debt Retirement	325,000	-	-	-
Principal Prepayments	-	-	30,000	(30,000)
Interest Expense	1,098,375	549,187	549,188	(1)
Total Debt Service	1,423,375	549,187	579,188	(30,001)
TOTAL EXPENDITURES	1,444,124	563,019	589,771	(26,752)
Excess (deficiency) of revenues Over (under) expenditures	(15,167)	413,477	251,847	(161,630)
Net change in fund balance	\$ (15,167)	\$ 413,477	\$ 251,847	\$ (161,630)
FUND BALANCE, BEGINNING (OCT 1, 2011)	1,767,617	1,767,617	1,767,617	
FUND BALANCE, ENDING	\$ 1,752,450	\$ 2,181,094	\$ 2,019,464	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2012

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 800	\$ 330	\$ 1,452	\$ 1,122
Special Assmnts- CDD Collected	1,197,400	-	-	-
TOTAL REVENUES	1,198,200	330	1,452	1,122
EXPENDITURES				
Debt Service				
Principal Debt Retirement	245,000	-	-	-
Interest Expense	985,500	492,750	492,750	-
Total Debt Service	1,230,500	492,750	492,750	-
TOTAL EXPENDITURES	1,230,500	492,750	492,750	-
Excess (deficiency) of revenues Over (under) expenditures	(32,300)	(492,420)	(491,298)	1,122
Net change in fund balance	\$ (32,300)	\$ (492,420)	\$ (491,298)	\$ 1,122
FUND BALANCE, BEGINNING (OCT 1, 2011)	1,401,936	1,401,936	1,401,936	
FUND BALANCE, ENDING	\$ 1,369,636	\$ 909,516	\$ 910,638	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending February 29, 2012

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 14	\$ 14
TOTAL REVENUES	-	-	14	14
EXPENDITURES				
TOTAL EXPENDITURES	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	14	14
Net change in fund balance	\$ -	\$ -	\$ 14	\$ 14
FUND BALANCE, BEGINNING (OCT 1, 2011)	-	-	62,807	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 62,821	

**Notes to the Financial Statements
February 29, 2012**

General Fund

▶ **Assets**

- **Cash and Investments** - See Cash and Investment Report on page 12 for further details.
- **Assessments Receivable** - Delinquent assessments from FY2006.
- **Interest Receivable** - Accrued interest earned on CD.

▶ **Liabilities**

- **Accounts Payable** - Expenditures paid in March 2012.
- **Accrued Expenses** -

OUC Electricity - General	\$ 2,000
OUC - Streetlighting	31,603
Bio-Tech Consulting Inc-Lake and Wetland	1,530
Total	\$ 35,133

- **Deferred Revenue** - Delinquent assessments from FY2006.
- **Due to Other Funds** - Assessments received in January and transferred to Debt Service Fund in February.

Debt Service Funds

▶ **Assets**

- **Cash and Investments** - See Cash and Investment Report on page 12 for further details.

Capital Project Funds

▶ **Assets**

- **Cash and Investments** - See Cash and Investment Report on page 12 for further details.

Miscellaneous Notes

- ▶ Principal prepayments were made in November 2011 for Series 2001 in the amount of \$30,000.
- ▶ Per the Board's direction, the Tax Collector has received the appropriate certificate of correction and will be amending the relevant 2011 combined notices and that affected property owners will be receiving a refund for FY2006 delinquent assessments, in January.

The notes are intended to provide additional information helpful when reviewing the financial statements.

Notes to the Financial Statements
February 29, 2012

General Fund

Financial Overview / Highlights

- ▶ FY 2012 Assessments collected by the tax collector are at approximately 56% compared to 57% last year at this time.
- ▶ Total general fund expenditures are at approximately 102% of the YTD (prorated) budget. Significant variances are explained below.

General Fund - Revenues and Expenditures

<u>Account Name</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance (%)</u> <u>Fav (Unfav)</u>	<u>Explanation</u>
Revenues				
Interest - Investments	\$ 500	\$ 1,184	237%	Interest earned on operating and investment accounts
Expenditures				
<u>Administration</u>				
ProfServ - Legal Services	\$9,585	\$13,811	144%	Young van Assenderp, P.A. - Invoices as of January 2012.
Insurance - General Liability	\$23,733	\$23,262	98%	Public Risk Agency - Paid in Full for FY 2012.
Printing and Binding	\$2,085	\$2,484	119%	Over Budget: Copies used in the preparation of agenda packages. Details have been provided by recording department.
Misc-Assessmnt Collection Cost	\$8,300	\$6,311	76%	Over Budget: Administrative and collection costs from Osceola County Tax Collector. Unfavorable variance due to timing of budget allocation.
Misc. - Contingency	\$1,165	\$48	4%	Bank Fee for Debit Card account.
<u>Field</u>				
ProfServ-Field Management	\$40,471	\$42,682	105%	Over Budget: Payroll and overhead costs for full-time field manager/dockmaster and assistant field manager. Unfavorable variance due to approximately 10 hours overtime to both Field Manager and Assistant.

Notes to the Financial Statements
February 29, 2012

General Fund

Expenditures (continued)

Landscape

R&M - Irrigation	\$15,767	\$21,866	139%	Over Budget: Luke Bros Inc. monthly fee for irrigation and maintenance (The contract for this service ended in December 2011). Monthly fees from Maxi-com and Walker Tech. Invoice from Harmony Golf Preserve - reimbursement for 50% of the weather station repair. Unfavorable variance due to expenditure for \$7,323 from Clarke Equipment for utility vehicle.
Miscellaneous Services	\$4,165	\$15,326	368%	Over Budget: Invoices from Luke Brothers Inc. for installation of mulch, Holly, Palmetto, Birch and Bahia within the District. Unfavorable variance due to timing of budget allocation.

Operation & Maintenance

Contracts-Lake and Wetland	\$14,585	\$15,565	107%	Over Budget: Bio-Tech Consulting monthly fees of \$1,530. Unfavorable variance due to additional services in October for aquatic planting.
R&M-Pools	\$29,165	\$41,168	141%	Unfavorable variance due to invoice from Classic Marcite for installation of quartz in pool and due to timing of budget allocation.
R&M-Roads & Alleyways	\$415	\$4,041	974%	Unfavorable variance due to invoice from Florida Site & Seed, Inc. for emergency pipe repair in Cypress Neighborhood.
R&M-Hardscape Cleaning	\$2,500	\$2,836	113%	Invoice from Ledesma Innovations Inc. for pressure washing post and rails within the District. Unfavorable variance due to timing of budget allocation.
Misc-Contingency	\$6,505	\$26,685	410%	Invoices for employee uniforms and gate for storage facility. Unfavorable variance due to invoice from Creative Shade Solutions Inc. for shade structures within the District.
Misc-Security Enhancements	\$0	\$854	113%	Invoice from ID Wholesaler for ID Badge, DVR, wireless router and internet service for security.

Notes to the Financial Statements
February 29, 2012

Debt Service Fund Series 2001

<u>Account Name</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance (%)</u> <u>Fav (Unfav)</u>	<u>Explanation</u>
Revenues				
Interest - Investments	\$ 335	\$ 295	88%	Interest earned on operating and investment accounts
Special Assmnts - Tax Collector	\$ 691,640	\$ 550,752	80%	Non-Ad Valorem assessment collected by the tax collector on all the platted parcel.

Debt Service Fund Series 2004

<u>Account Name</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>Variance (%)</u> <u>Fav (Unfav)</u>	<u>Explanation</u>
Revenues				
Interest - Investments	\$ 330	\$ 1,452	440%	Interest earned on operating and investment accounts

Harmony

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2012**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund Assessments	Series 2001 Debt Service Fund Assessments	
ASSESSMENTS LEVIED FY 2012					\$ 1,703,448	\$ 622,472	\$ 1,031,779
Allocation %					100%	36.54%	60.64%
11/08/11	\$ 2,383	\$ 135	\$ 49	\$ 2,567	\$ 959	\$ 1,608	
11/23/11	40,419	1,718	825	42,963	16,049	26,914	
12/14/11	676,916	28,780	13,815	719,511	268,782	450,729	
12/30/11	70,550	2,929	1,440	74,919	27,987	46,932	
01/09/12	9,691	306	198	10,195	3,808	6,386	
02/16/12	27,824	635	567	29,026	10,843	18,183	
TOTAL	\$ 827,784	\$ 34,504	\$ 16,893	\$ 879,181	\$ 328,429	\$ 550,752	
% COLLECTED					51.61%	51.61%	51.61%
TOTAL OUTSTANDING					\$ 824,268	\$ 294,043	\$ 481,027

Note (1) Difference with Budget is due to prepayments of debt

Harmony

Community Development District

Cash and Investment Report February 29, 2012

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05% / 0.15%	\$193,230
Checking Account	BankUnited	Business Checking Account	n/a	n/a	\$100
Checking Account	CenterState Bank	Business Checking Account	n/a	0.23%	\$968
				Subtotal	\$194,297
Cash On Hand		Petty Cash	n/a	n/a	\$500
Certificate of Deposit	CenterState Bank	36 month CD	7/6/2014	1.25%	\$127,778
Money Market Account	CenterState Bank	Money Market Account	n/a	0.15%	\$277,659
Money Market Account	Florida Shores Bank	Money Market Account	n/a	0.67%	\$101,654
Money Market Account	BankUnited	Money Market Account	n/a	0.70%	\$100,807
				Subtotal	\$480,120

Debt Service and Capital Projects Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2001 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$3,750
Series 2001 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$1,416,606
Series 2001 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$599,108
Series 2004 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$3,229
Series 2004 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$859,953
Series 2004 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$47,456
Series 2004 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.15%	\$62,821
				Subtotal	\$2,992,923
				Total	\$3,795,618

Harmony**Community Development District**

Monthly Debit Card Purchases

February 29, 2012

Date	Vendor	Description	Amount
2/3/2012	Overtons	Boat Supplies	342.37
2/6/2012	Walgreens	Paper goods	30.00
2/6/2012	Wal Mart	Boat Repair	17.22
2/17/2012	Beyers Welding	Boat Repair	192.50
2/21/2012	Sunoco	Equipment Fuel	130.00
2/21/2012	R & B Imports	Golf Cart Tire	65.00
2/23/2012	North South Supply	Boat materials	174.73
2/23/2012	North South Supply	Boat materials	17.86
2/27/2012	North South Supply	Boat materials	21.67
2/29/2012	North South Supply	Boat materials	20.69
		Total	\$ 1,012.04

6B

Community Development District

Invoice Approval Report # 143

March 19, 2012

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>ADVANCED MARINE SERVICES</u>	56896	A	\$ 62.01
		Vendor Total	\$ 62.01
<u>ADVANCED TELECOM SERVICES INC</u>	215	A	\$ 800.00
		Vendor Total	\$ 800.00
<u>BIO-TECH CONSULTING INC</u>	13670	A	\$ 1,530.00
	13870	A	\$ 3,060.00
		Vendor Total	\$ 4,590.00
<u>BRIGHT HOUSE NETWORKS</u>	022012-416401	R	\$ 41.57
	022912-46415	R	\$ 9.90
		Vendor Total	\$ 51.47
<u>BULL BAY NURSERY LLC</u>	664	R	\$ 210.00
		Vendor Total	\$ 210.00
<u>CENTURY LINK</u>	020412-27636	R	\$ 45.88
	020712-83185	R	\$ 50.43
	022512-08324	R	\$ 45.88
	030412-58819	R	\$ 45.88
		Vendor Total	\$ 188.07
<u>CITY OF ST CLOUD</u>	020912	R	\$ 33,346.54
		Vendor Total	\$ 33,346.54
<u>FEDEX</u>	7-812-74715	R	\$ 7.97
	7-805-46929	R	\$ 15.33
		Vendor Total	\$ 23.30
<u>FIS OUTDOOR</u>	2781796-00	R	\$ 425.91
	2778595-00	R	\$ 1,206.83
	CR2782895	R	\$ (183.62)
		Vendor Total	\$ 1,449.12
<u>FOLSOM SERVICES INC</u>	000008860	A	\$ 895.04
		Vendor Total	\$ 895.04
<u>GRAINGER</u>	9738059629	R	\$ 546.75
	9772768496	R	\$ 85.93
		Vendor Total	\$ 632.68

Community Development District

Invoice Approval Report # 143

March 19, 2012

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>GRAU & ASSOCIATES</u>	8723	A	\$ 4,000.00
		Vendor Total	\$ 4,000.00
<u>HOME DEPOT CREDIT SERVICES</u>	1015350	R	\$ 137.51
	6015996	R	\$ 19.82
	3022773	R	\$ 160.33
	5023880	R	\$ 87.50
		Vendor Total	\$ 405.16
<u>KISSIMMEE UTILITY AUTHORITY</u>	022412	R	\$ 7,287.07
		Vendor Total	\$ 7,287.07
<u>LUKE BROTHERS INC.</u>	J015167	A	\$ 3,352.00
	J015262	A	\$ 2,085.64
	J016266	A	\$ 300.00
	J016264	A	\$ 594.50
	J016265	A	\$ 1,014.50
	J016263	A	\$ 555.00
	1202-93245	A	\$ 36,220.75
	J016470	A	\$ 13,000.00
		Vendor Total	\$ 57,122.39
<u>NAPA AUTO PARTS</u>	642147	A	\$ 92.05
	641739	A	\$ 98.31
	643225	A	\$ (514.10)
		Vendor Total	\$ (323.74)
<u>RENTAL WORLD OF ST CLOUD</u>	02-146079-03	A	\$ 97.50
	02-146561-02	A	\$ 112.50
		Vendor Total	\$ 210.00
<u>ROBERTS POOL SERVICE & REPAIR</u>	021512	A	\$ 1,180.00
	020212	A	\$ 125.00
		Vendor Total	\$ 1,305.00
<u>SEVERN TRENT ENVIRONMENTAL SERVICES</u>	2059112	A	\$ 15,172.08
		Vendor Total	\$ 15,172.08
<u>SPIES POOL LLC</u>	234372	A	\$ 303.35
		Vendor Total	\$ 303.35

Community Development District

Invoice Approval Report # 143

March 19, 2012

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<u>THE SHERWIN -WILLIAMS CO</u>	8889-2	R	\$ 217.23
		Vendor Total	<u>\$ 217.23</u>
<u>US BANK</u>	3023380	R	\$ 4,687.13
		Vendor Total	<u>\$ 4,687.13</u>
<u>WALKER TECHNICAL SERVICES</u>	994	A	\$ 250.00
		Vendor Total	<u>\$ 250.00</u>
<u>YOUNG VAN ASSENDERP, P.A.</u>	11673	A	\$ 5,090.14
	11704	A	\$ 3,700.89
		Vendor Total	<u>\$ 8,791.03</u>
		Total	\$ 141,674.93
		Total	\$ 141,674.93

**Harmony
Community Development District**

Check Register

February - February 29, 2012

Harmony CDD
Check Register by Fund
For the Period from 2/1/2012 to 2/29/2012
(Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,665.33
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	ProfServ-Field Management	531016-53901	\$9,157.75
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	ProfServ-Field Management	531016-53901	\$1,027.04
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	Postage and Freight	541006-51301	\$36.70
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	Printing and Binding	547001-51301	\$873.00
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	Office Supplies	551002-51301	\$62.00
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	Communication - Telephone	541003-51301	\$0.16
001	52570	02/24/12	SEVERN TRENT ENVIRONMENTAL SER	2058578	MGT FEES-JAN	Communication - Telephone	541003-51301	\$0.20
001	52558	02/17/12	THE SHERWIN -WILLIAMS CO	8889-2	PAINT SUPPLIES	R&M-Common Area	546016-53910	\$217.23
001	52561	02/22/12	US BANK	3023380	ADMIN FEES:2004 12/1/11-9/30/11, 10/1/12-11/30/12	ProfServ-Trustee	531045-51301	\$3,906.13
001	52561	02/22/12	US BANK	3023380	ADMIN FEES:2004 12/1/11-9/30/11, 10/1/12-11/30/12	Prepaid Items	155000	\$781.00
001	52571	02/24/12	WALKER TECHNICAL SERVICES	984	MAXI-COM MONITORING -FEB	Prepaid Items	155000	\$250.00
001	52572	02/24/12	WOOLPERT INC.	2012000275	ENG FEES-12/1-1/15/12	ProfServ-Engineering	531013-51501	\$1,262.50
001	52573	02/24/12	YOUNG VAN ASSENDERP, P.A.	11662	LEGAL FEES-DEC	ProfServ-Legal Services	531023-51401	\$5,942.39
001	52552	02/13/12	MARK W. LEMENAGER	PAYROLL	February 13, 2012 Payroll Posting			\$188.70
001	52553	02/13/12	STEVEN P. BERUBE	PAYROLL	February 13, 2012 Payroll Posting			\$188.70
001	52554	02/13/12	RAYMOND D. WALLS, III	PAYROLL	February 13, 2012 Payroll Posting			\$188.70
001	52555	02/13/12	ROBERT D. EVANS	PAYROLL	February 13, 2012 Payroll Posting			\$188.70
001	52574	02/28/12	MARK W. LEMENAGER	PAYROLL	February 28, 2012 Payroll Posting			\$188.70
001	52575	02/28/12	STEVEN P. BERUBE	PAYROLL	February 28, 2012 Payroll Posting			\$188.70
001	52576	02/28/12	RAYMOND D. WALLS, III	PAYROLL	February 28, 2012 Payroll Posting			\$188.70
001	52577	02/28/12	ROBERT D. EVANS	PAYROLL	February 28, 2012 Payroll Posting			\$188.70
							Fund Total	\$105,457.02

2001 DEBT SERVICE FUND - 201

201	52559	02/17/12	US BANK NATIONAL ASSOC	021612	TRANSFER OF ASSESSMENTS FY 2012	Due From Other Funds	131000	\$67,695.98
							Fund Total	\$67,695.98

Total Checks Paid	\$173,153.00
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6C

HARMONY CDD LOG

DATE	CONCERN	LOCATION	ACTION TAKEN	STATUS	NAME	PHONE
11/13/2011	2 small sinkholes in large dog park	Primrose Willow	Not sinkholes/ Filled holes from dogs	Complete TH	Kerul Kassel	201-406-0244
11/29/2011	missing "no fishing" sign	Bracken Fern Lake	Replaced	Complete TH	Jeanna McGinness	
12/5/2011	gusher in irrigation	Schoolhouse Rd. & Sun Drop	Corrected by Luke Brothers	Complete TH	Dave Leeman	
12/9/2011	damaged fence around shed	large dog park	Repaired	Complete TH	Jim Warren	
12/14/2011	resident's daughter told she couldn't use playground because the pavilion was reserved	Lakeshore Pavilion	Contacted the reserved party	Complete		
1/5/2012	tree is leaning badly and needs staking	Claybrick road by tunnel	Staked	Complete TH	Nancy Albert	406-781-5059
1/30/2012	holes in large dog park off of Primrose		Holes filled	Complete TH	Kerul Kassel	
1/30/2012	concern over appearance of vacant lots	6827 Sundrop St.	Todd addressed the situation	Complete TH	Donald Robinson	423-658-7486
2/1/2012	graffiti on sidewalk	Brackenfern & Cat Brier	Graffiti Removed	Complete TH	Randy Odden	
2/8/2012	dog watering stations keep running	dog wash	Valves adjusted and lubricated	Complete TH	Kerul Kassel	
2/14/2012	wants to know legal stand on fishing	3320 Catbrier Lane	Owner spoke with Attorney	Complete TH	Rebecca Swafford	407-749-9036
2/20/2012	several fire ant mounds	perimeter of dog parks	Luke Bros to address	Complete TH	Kerul Kassel	
2/20/2012	garbage truck damaging curbs	Cupseed & Primrose Willow	runs over the curbs	Complete TH	Steve Bailey	
2/22/2012	tree trimming stopped before her house	3307 Primrose Willow	will be complete week of 2-24-12	Complete TH	Tricia	321-402-9771
2/27/2012	pool is too cold 72--74 degrees	Swim Club	heater is broken, under inspection	Complete TH	Andre	407-334-5283
2/29/2012	dog watering stations keep running	Dog Park	Fountains need replaced	TH	Kerul Kassel	
3/2/2012	non-resident using amenities, dog parks,	dog parks, etc	Letter sent to owner from G. Moyer	Complete TH	Robert Byars	
3/6/2012	area around pool is unkempt, dirty	Ashley Park Pool	Several issues unfounded, correcting	TH	Linda	407-892-4559
3/12/2012	large hole in Lakeshore Park field		Paul Calabro filling in hole	Complete	Kerul Kassel	407-892-7811
3/15/2012	family fishing in pond	Ashley Park/golf course	Developer to install No Fishing Signs	TH	Renee Mancari	219-229-5501
3/19/2012	exposed hardware cloth under trees	small dog park	needs mulch, will be complete by 3/31	TH	Kerul Kassel	

6D

Harmony CDD
Website Statistics as of March 19, 2012
(counter setup March 25, 2011)

OVERVIEW

• Total Visitors:	2,252	• Visitors, February:	347
• Total Page Views:	14,414	• Page Views, February:	2,111
• Total Spiders:	10,961	• Visitors, March:	278
• Total Feeds:	563	• Page Views, March:	1,105

OPERATING SYSTEMS

• Windows XP:	4,766	• Windows Server 2003:	272
• Windows 7:	2,511	• Windows 2000:	153
• Windows Vista:	957	• iPad:	127
• MAC OS X Snow Leopard:	579	• Android Linux:	108
• iPhone:	345	• Mac OS X Lion:	105

BROWSERS

• Mozilla:	3,196	• Internet Explorer 9:	903
• Internet Explorer 8:	2,221	• Google Chrome:	863
• Internet Explorer 6:	1,856	• Firefox 3:	713
• Internet Explorer 7:	1,630	• Firefox:	691
• Safari:	1,138	• Opera:	174

SEARCH ENGINES

• Google:	608	• Ask:	2
• Yandex:	77	• Incredimail	1
• Yahoo:	56		

TOP PAGES

• Home:	5,359	• /robots.txt	504
• Agendas:	576	• /index.php	418
• About Harmony:	524		

TOP DAYS

• June 30, 2011	232	• March 15, 2012	194
• February 27, 2012	230	• March 10, 2012	186
• February 9, 2012	229		

LAST PAGES

Date	Page	OS	Browser
• March 19, 2012	/robots.txt		Mozilla
• March 19, 2012	/robots.txt		Mozilla
• March 19, 2012	Related Links		Mozilla
• March 19, 2012	/robots.txt		Mozilla
• March 19, 2012	/robots.txt		Mozilla
• March 19, 2012	/wp-trackback.php	Windows 7	Firefox 3
• March 19, 2012	Board Meetings	Windows XP	Internet Explorer 7
• March 19, 2012	/robots.txt		Mozilla
• March 18, 2012	Board Meetings	iPhone	Safari
• March 18, 2012	/robots.txt		Mozilla

LATEST HITS

Date	Page	OS	Browser
• March 19, 2012	/wp-trackback.php	Windows 7	Firefox 3
• March 19, 2012	Board Meetings	Windows XP	Internet Explorer 7
• March 18, 2012	Board Meetings	iPhone	Safari
• March 18, 2012	Ponds	Windows Server 2003	Internet Explorer 7
• March 18, 2012	Recreational Facilities	Windows 7	Internet Explorer 9
• March 18, 2012	District Facilities	Windows 7	Internet Explorer 9
• March 18, 2012	Report Problems	Windows 7	Internet Explorer 9
• March 18, 2012	Home	Windows 7	Internet Explorer 9
• March 18, 2012	Board Members	Windows XP	Internet Explorer 7
• March 18, 2012	/feed	Windows Server 2003	Internet Explorer 7

LATEST SEARCH TERMS *(shown as typed in the search engines)*

- March 18, 2012 harmonycdd
- March 17, 2012 harmony logo
- March 17, 2012 harmony logo
- March 16, 2012 harmonycdd.org
- March 16, 2012 harmonycdd.org
- March 15, 2012 harmony cdd
- March 15, 2012 harmony cdd
- March 12, 2012 "Harmony Community Development District"
- March 11, 2012 harmonycdd.org
- March 11, 2012 harmonycdd.org

TOP SEARCH TERMS (shown as typed in the search engines)

• Harmony CDD	203	• harmony community water problems	5
• harmonycdd.org	106	• cache:6MgNJucPNAoJwww.harmonycdd.org/harmony fl	5
• harmony community development district	55	• cdd stories	5
• www.harmonycdd.org	31	• harmonycdd.com	4
• harmony fl cdd	31	• "HARMONY COMMUNITY DEVELOPMENT DISTRICT"	4
• harmony florida cdd	26	• harmony florida cdd board	4
• harmonycdd	19	• harmony,fl cdd	4
• Harmony logo	9	• harmonycdd or	3
• harmony+cdd.org	7	• county commissioners seal	3
• harmony community school florida	7		
• cdd harmony	6		