

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, October 28, 2010, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Nancy Snyder	Vice Chairman
Steve Berube	Supervisor
Kerul Kassel	Supervisor

Also present were:

Brenda Burgess	Assistant Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Steve Boyd	Engineer: Woolpert
Thomas Belieff	Dockmaster
Greg Gologowski	Harmony Development Company
Jason Shafer	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 6:05 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 September 30, 2010, Regular Meeting

Mr. Evans reviewed the minutes of the September 30, 2010, regular meeting, and asked for any additions, correction, or deletions.

Ms. Kassel stated page 6 in the middle of the page where Mr. Berube is speaking, the second sentence should read, "There is still a component." The next paragraph where Mr. Berube is speaking, the first sentence should read, "gaining the full savings that was anticipated." Page 8 at the end of the first paragraph, the sentence should read "sycamores and elms do not need as much pruning." Page 9 in the fourth paragraph where I am speaking, the second sentence is correct, but for readability, it should read "umbrella-like." Page 10 where Mr. Lucadano is speaking, the second sentence should read, "the elevations will not be at the level they have been in the past."

Mr. Qualls stated page 19 in the last paragraph, the second sentence is incorrect. What I was explaining at the meeting is that there is precedent for charging for legal counsel to review documents. There are only two cases dealing with this subject. In one of them, an agency was reviewing documents to make sure that none of them were exempt, and that agency attorney rate was \$35 to \$40. There is another case from Leon County that says charging for an appropriate cost for legal review, when there is an expansive public records request like we have, is a reasonable thing to do. However, my rate will not be \$35 to \$40. It will be reasonable, but it will be at the contracted rate that is pursuant to our contract. I just want to make that clear.

Ms. Burgess stated the minutes that were included in your agenda package are not the minutes that I submitted to be included. I did include the correct language but for some reason, someone changed and edited the minutes that I had submitted. I do not know what other changes were made but in my brief look at these, I am seeing other changes that they included that I did not put in there. They are minor and non-substantive, but perhaps you want to table approval of these minutes until your next meeting.

Mr. Qualls stated I recommend that you table the approval of these minutes until you have the latest version.

Ms. Burgess stated I transcribe the meeting minutes, Mr. Moyer reviews them, and those were the minutes I thought were going to be included in this agenda package, but these minutes are not what I submitted.

Mr. Qualls stated I have one other change on page 20 in the paragraph where I am speaking, the second sentence should read, "We discussed the fact that the District had no privity of contract." When two parties have a contract, that is privity between those two parties.

Ms. Burgess stated I also had that correct in my version of the minutes. We will table this item until your next meeting. My apologies to the Board for the mix up.

Ms. Snyder stated I have an informational comment regarding page 3 where we were talking about the water issue with Toho Water Authority. What Mr. Berube said is true that our water is never turned off. However, when I said that I could not get the sprinklers to come for two or three days was also true. I called a few people at Toho Water Authority, and they said they found a major problem with our water system, and since no

one was receiving water, they repaired it. That is just a comment but nothing to change in the minutes.

Ms. Burgess stated your comments will be made part of today's minutes and will be part of the record.

Mr. Berube stated there was a timing issue between what you said and what I said. It looked like I was contradicting you.

Ms. Snyder stated I called them after our meeting, on Friday or Saturday. They had fixed the problem. There was a problem and we did not receive water at that time. The important thing is they will not turn the water off from this point forward.

### **THIRD ORDER OF BUSINESS**

### **Subcontractor Reports**

#### **A. Landscaping – Luke Brothers**

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

Mr. Shafer 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. Shafer stated this month was difficult. There was no rainfall the entire month, which forced us to focus on watering and keeping it flowing, repairing leaks, and adjusting the heads to keep plant material alive. We were in survival mode to keep turf and plant material alive during this dry period and with the heat. I think we made good decisions on what and when to water.

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

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

Mr. Berube asked is there any significance to the map that was attached?

Mr. Golgowski stated it is for your reference to identify the ponds and their locations.

Ms. Burgess asked would the Board mind if I put this on the website?

Mr. Evans stated no.

Ms. Kassel stated I think it would be good information to have.

Mr. Golgowski stated I will provide a cleaner copy for that purpose.

Ms. Kassel asked with all this dry weather, how are the plants doing that were recently planted?

Mr. Gologowski stated they are doing great. They have spread and filled in very well on all the ponds. We have not lost any that I can tell, and we could very well use more.

Mr. Berube stated when we talked about 3,000 plants at the beginning of this process, we thought that was a lot of plants. As it turns out, we can use a lot more of them.

Ms. Kassel stated at least it was a start and it was only for certain ponds.

**C. Dockmaster/Field Manager – Buck Lake Boat Use Report**

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

Mr. Belieff stated I had a problem a couple weeks ago and had to call a sheriff to the property. I was wondering what the outcome of that was as far as being able to trespass someone. The sheriff told me that a resident cannot be removed from the property if there are problems.

Mr. Berube stated Mr. Belieff called me at the time this happened. The gentleman who was involved in the situation is also listed on the complaint log in an earlier altercation. This is his second situation regarding the boats, trying to bring alcohol to the boats and being turned away for that reason the first time. On this second time, Mr. Belieff instructed him that he cannot bring the alcohol they were carrying. Mr. Belieff found alcohol in their tackle box and a shouting match ensued. Mr. Belieff felt threatened and ended up calling the sheriff. The problem with this is that when Mr. Belieff calls the sheriff, they will not help him.

Mr. Evans stated I think we need to put it into context as to what Mr. Belieff, as an employee of the District, can and cannot do. He represents the District and the District's best interests. I think there is a dividing line for what Mr. Belieff can and cannot do. From my understanding of that issue, if there is any kind of a confrontation, Mr. Belieff did the right thing by calling the sheriff and let the sheriff address the confrontation, regardless of the reason for it, whether someone showed up with alcohol that is not allowed or whatever the case may be. It is not for Mr. Belieff to put himself in danger in any situation or with anyone. Once the sheriff arrives, whether or not he can act upon it at that time, it sends a clear signal that anytime there is a problem or a dispute, that will be our first recourse to pursue at that moment to help with the intervention.

Mr. Berube stated it appears that the sheriff's office wants a Resolution or something from the Board.

Ms. Burgess stated what we have done in a couple other Districts in Osceola County is to send them a letter authorizing them to trespass people on our property if it is after hours. We include a list of authorized personnel, which would be Mr. Moyer as the manager, the Board members, Mr. Belieff and any other District staff. You might want to consider some of the Harmony Development Company staff to that list. In that letter, we give the sheriff authorization to trespass people on CDD property if it is after hours or if there is a confrontation and whatever other parameters you want to include.

Ms. Kassel stated the problem is that where the trespass occurred was on the developer's private property in the area in front of the lake, which is not CDD property.

Mr. Evans stated there is a licensing agreement that was granted to the District for use of that property. What we are really trying to deal with is that we can set the policies but what to do when someone wants to ignore them and it turns into a shouting match. My advice is to call the sheriff and let them sort it out. That is to avoid a confrontation. I think we should send a letter and move forward with that authorization.

Ms. Burgess asked do you want us to provide it to the Board to review, or can we have Mr. Moyer, Mr. Evans and Mr. Qualls review the letter and send it out? The sooner we send it, the better.

Mr. Evans stated it sounds like it is pretty much a form letter.

Mr. Qualls stated we have also done agreements between a District and the sheriff's department for security and patrols and related services. I am not saying that is necessary, but in general, it is to foster communication between this Board and the sheriff about an issue where we need their help. I think you start the conversation with a letter and if that does not work, you pursue other options. I think it is a straightforward letter.

Mr. Evans stated it will include contact information for them if they have an issue or a concern.

Ms. Kassel stated regarding the lake in particular and any other developer-owned property that residents are allowed to access, I wonder if the developer might also want to send a letter including Mr. Belieff as an authorized person and the developer's representative to enforce a trespass. That way, he can be the representative who says it is private property and for the sheriff to be able to remove that person.

Ms. Burgess stated I will send them a copy of our letter for them to use as a format for theirs if they want to send one.

Mr. Berube stated Mr. Belieff is the person on the front lines all the time, and he is here largely by himself. This was the first time he ran into a safety situation where he needed police backup, and they came to talk to everyone but they did not do anything. We understand the reasons why, but I think it is important to resolve. We do not know when the next situation will be and I think sending the letter is going in the right direction.

Ms. Burgess stated I think Mr. Qualls is correct that we start by opening up the lines of communication and take it from there.

Mr. Belieff stated calling the sheriff is not always meant to charge someone with trespassing as much as it is to diffuse the situation and get that person to leave.

Mr. Berube stated he will get a trespass warning from the sheriff's department. If he comes back and you have to deal with him again, you call the sheriff back out and the second time he is subject to arrest because he already has the written warning. It may not be trespassing, *per se*, but that is the grounds they will use to give you some backup.

Mr. Belieff stated that situation has been resolved.

Mr. Berube stated we want to address if it is happens again to make sure you are covered.

Ms. Kassel asked is there an update for the assistant dockmaster?

Ms. Burgess stated I emailed the job description to Severn Trent. I need to have authorization to provide that to the interested applicants, and I am not sure where they are in the steps as far as posting the position. They are a large company, there are steps they need to go through, and I am not sure where that process is. I do have the job description ready, and I will contact Mr. Bob Koncar, the regional manager, to find out if I am authorized to post that on the website or simply email it to several people who have expressed interest. Once I provide that job description to the applicants, we will ask them to read it and let us know if they are still interested in the position. Then we can start the interview process. I am hoping Severn Trent will tell me that I can start sharing that information and get the interview process started. The good news is that we have had a number of residents who have expressed some interest.

Mr. Berube stated I reviewed the job description and it is very thorough. It should provide us with a good fit of what is needed in that position.

## **FOURTH ORDER OF BUSINESS**

## **District Manager's Report**

### **A. Financial Statements**

Ms. Burgess reviewed the financial statements, included in the agenda package and available for public review in the District Office during normal business hours.

Ms. Burgess stated the financials show we had positive variances in all of the revenue and expense categories for the end of the fiscal year. I am not sure if all of the bills have been received for this time period. Sometimes it takes until November to receive all of the bills. It looks like there will be \$200,000 that will be added to fund balance pending the receipt of any other lingering bills.

Ms. Kassel stated on the 2001 debt service funds, it shows the special assessments collected by the tax collector are under collected by \$31,459 compared to the projected budget.

Ms. Burgess stated I will ask the accountant to research that. It could just be timing, but I am not sure. I will email that answer to the Board once I receive it.

Mr. Berube asked why are there no tax collector assessments for the 2004 debt service fund?

Ms. Burgess stated the assessments are all direct collected for that bond series because the developer is billed for the full amount. It is all undeveloped property and there are no residents who live there, so there are no assessments collected by the tax collector. We bill the developer directly.

Mr. Berube stated for 2001, with the shortage in assessments and interest on investments, it left that fund a little short.

Ms. Burgess stated there could be some tax bills that went to tax certificate sales or some other reason. I will ask the accountant to look into that. We are 99.8% collected on the assessments, but we are still short on this item, and the accountant will research that.

### **B. Invoice Approval #126 and Check Run Summary**

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

Ms. Kassel stated there is an invoice for \$450 from Chapco for adjustments to the gate and fence at the dog park. The interior gate of the large dog park is still not reversed and taken from the side of the chain link where it gets caught. That was something I reported to Mr. Haskett at the last meeting and if that was something Chapco was

supposed to do, they have not done it. I have a contractor we have used who is very reasonably priced and very prompt, and I will forward that information to Mr. Tome if you are interested. I am not sure about this invoice and I would like more information before approving it.

Ms. Kassel stated Severn Trent had a charge of \$127.13 for an AT&T conference call.

Ms. Burgess stated we had a conference call about the very large records request last month and we also had one recently related to the issue with the docks. It might have been one of those two.

Ms. Kassel stated I can give you my conference information and go to FreeConference.com for everyone to dial. They will pay a long distance charge because it is not an 800 number; however, the call is free.

Ms. Burgess stated I thought they found a service that provided a really good rate. I use Ready Conference and it is 1¢ or 2¢ per minute. I am not sure what provider they use. If it is AT&T, then it is outrageously priced. I will find out more information on that.

Ms. Kassel asked what do we do about the invoice? Subtract that amount for the time being?

Mr. Berube stated the conference call has already taken place.

Ms. Burgess stated going forward we can ask them to make sure to use a reasonably priced conference service.

Ms. Snyder stated if it is not a correct charge, they can issue us a credit.

Ms. Kassel stated in terms of legal bills for the public records inquiry that was made by a resident a couple months ago, I want to make note that the legal charges for this request was \$2,173.50.

Mr. Berube stated there were charges that we approved last month also, bringing the total to about \$5,300.

Ms. Snyder asked does the requestor get billed for that?

Ms. Kassel stated no. If the resident wants the records, there is another fee that he has to pay, about \$2,200.

Mr. Evans stated that amount is not all inclusive, either.

Ms. Burgess stated that is correct; that is just for Severn Trent's billable time, as the management company, to prepare and provide the records.

Mr. Berube stated the actual costs will be much higher than that. As Mr. Qualls stated last month, this is all part of being a local government. I do not think it is right, but we do need to pay the legal fees to make sure we are doing the right thing.

Ms. Kassel stated I agree; I just wanted the residents to be informed.

Mr. Berube stated it is necessary so that we are not sued for doing the wrong thing, so we spent \$5,000 of the residents' money trying to fulfill an extremely large public records request.

Ms. Snyder stated there could be billing time for the emails that I sent to Mr. Moyer to find out what to do for the request.

Ms. Burgess stated none of Mr. Moyer's time has been included in the estimate that was provided to the requestor.

On MOTION by Ms. Kassel, seconded by Ms. Snyder, with all in favor, approval was given to the invoices as presented, except for the Chapco invoice in the amount of \$450.
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Ms. Burgess stated the Board has had some conversations about invoices that the District has received from Osceola County. The attorney has been working on that issue to refine that process and make sure that we are paying the rights bills for which we have agreements. I provided the Board with a copy of the letter from the property appraiser that simply says, "For the time being and until further notice, when you receive a statement for assessment services from the assessment division of Osceola County, it is on my behalf, and you are authorized to pay the County for the work that I have delegated to the County." We do have an agreement with the property appraiser for their services. We will keep this letter in the record.

**C. Consideration of Engagement Letter from Grau & Associates to Perform Arbitrage Rebate Services for the Series 2001 and 2004 Bonds**

Ms. Burgess reviewed the engagement letter from Grau & Associates to perform arbitrage rebate services for the Series 2001 and 2004 bonds in the amount of \$600 per bond series.

Ms. Burgess stated we budgeted \$1,200 for fiscal year 2011 for this service. For members of the public, we are required to have this calculation performed every year just to make sure we are not earning more on our investments than we are paying on the bonds. At one time you could do that and there were governments who did that and made

a lot of money until the Tax Reform Act of 1986. Now, we need to have this calculation performed every year. At the end of five years, if you have earned more money than you paid, you remit that to the Federal Treasury. We all understand that in today's market, we are paying a lot more than we are earning, but we are still required to do this as part of our bond documents.

Mr. Qualls stated this engagement letters talks about bond issues, the IRS and tax law, and the CDD has bond counsel who deals with those things. Questions on those subjects should be forwarded to the manager's office so they can be forwarded to bond counsel.

On MOTION by Mr. Berube, seconded by Ms. Kassel, with all in favor, approval was given to the engagement letter with Grau & Associates to perform arbitrage rebate services for the Series 2001 and 2004 bonds, in the amount of \$600 per bond series.
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Ms. Burgess stated last year's budget include \$3,000 for this work. These firms used to charge \$1,500 per bond series. That is now competitive and the price is down to \$600, which is why we budgeted \$1,200 for this current fiscal year.

**D. Public Comments/Complaints**

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

Ms. Kassel stated one thing I reported in September was a phone call I made to the District office regarding the memorial sign in the small dog park. It was mounted on a very thin, light aluminum frame that was not properly mounted in the ground. The marble sign fell out of the sign and it is slightly broken. One of our residents can repair the marble but it needs to be installed in a manner that is more durable and safe. That was not logged on this form.

Ms. Burgess stated occasionally things get missed. I will date your request as of September 30, 2010, and we will include it on the log for the next meeting.

Mr. Berube stated the column under work status indicates that it is complete. Does that mean it is marked complete when someone is told about it? Is there a follow up to make sure the request is truly complete? What is the process for marking it complete?

Ms. Burgess stated when it is confirmed to be complete, the item is marked complete. Previously, when these items were forwarded to Mr. Haskett and he responded that he

would complete them on a certain date, we would mark it complete. Sometimes, it does not happen on that date. At Ms. Kassel's recommendation last month, now they are marked complete when they are physically completed. If you see "TH" in the complete column, that means Ms. Rosemary Tschinkel has contacted Mr. Haskett and he confirmed it is complete. That is now our procedure. She will check with him on a weekly basis to make sure he has completed everything she forwarded to him.

Mr. Berube stated some of these items will never be completed but they will just be reported.

Ms. Burgess stated issues like kids jumping over the fence and vandalizing the pool may always be ongoing issues. Things that can be physically repaired will have a completion date.

**E. Consideration of Resolution 2011-01 in Recognizing the Contributions of Nancy Snyder**

Ms. Burgess read Resolution 2011-01 into the record, as follows. "Whereas, the Harmony Community Development District ("District") is a special-purpose District created by law and established by Osceola County, pursuant to Chapter 190, Florida Statutes; and Whereas, the District is a special-purpose local government, charged with the sole duty and responsibility of managing the works of the District, including designing, financing, constructing, and operating capital infrastructure to support Harmony, a planned community in Osceola County, Florida; and Whereas, the major function of the District was and is the pin-pointed, focused management of the works of the District, including recreational facilities, alleyways, parks, sidewalks and landscaping; and Whereas, Nancy Snyder demonstrated a dedication and devotion to preserving and protecting the interests of the District, and assuring the aforesaid infrastructure systems be managed to the highest standards in a timely and economical way; and Whereas, Ms. Snyder's energy, leadership, creativity, guidance, counsel, and efforts constitute a substantial contribution to the continued outstanding success of the Harmony community; and Whereas, Ms. Snyder further provided leadership, wisdom, and direction in serving on the Board of Supervisors since November 2006, being the first resident elected to the Board, and also serving as Vice Chairman since 2008; and Whereas, the Board finds it fitting and proper that official recognition be given to Ms. Snyder for her many achievements and her dedication to the Harmony community; now, therefore, be it resolved, that the members of the Board of Supervisors of the Harmony

Community Development District, for and on behalf of themselves and on behalf of the District, express their appreciation and gratitude to Ms. Snyder for her efforts and contributions to the ongoing success of the Harmony community.”

Ms. Snyder stated I feel that I have been very privileged to be one of the first residents on this Board. The first year, I learned so much, especially from Mr. Evans, explaining the budget process and how each meter is identified and read. With our legal counsel and our management firm, I think we live in probably the best CDD in Florida and I think we should all be proud of that.

On MOTION by Ms. Kassel, seconded by Mr. Berube, with all in favor, approval was given to Resolution 2011-01 recognizing the contributions of Ms. Nancy Snyder.
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Mr. Evans stated I think it would be appropriate to post this Resolution on the website, once we obtain all the signatures.

Ms. Burgess stated Resolutions are currently posted to the website and I will post this one with all the signatures.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Qualls stated as authorized by the Board, we negotiated the renewal of the landscape maintenance services contract, with the key changes being the reduction in cost for the removal of the trash removal services from the scope of services. There is no 3% increase for the next two years, and there is now a 60-day termination notice requirement. That is complete. We also negotiated the agreement for certified arborist services, as authorized by the Board, in the amount of \$15,000, which includes maintenance of all the street trees along the main boulevards within the District. We included a map with the main boulevards shown in green, so Luke Brothers will have the responsibility of maintaining those trees on those roadways between the street edge and the lot boundary. Those two agreements have been executed.

Mr. Qualls stated I, too, want to thank Ms. Snyder for her service. Harmony CDD is a well-run District that constantly focuses on the District’s single purpose, which is the maintenance of infrastructure. Ms. Snyder has been a huge part of that effort.

Mr. Qualls stated regarding the invoice for legal fees associated with the public records request, that is really preventive maintenance. I have been involved in

representing officials in lawsuits regarding public records. Florida's Sunshine Law is so broad, and there is such pride in this State from a legal perspective of public disclosure. It is important when you receive a request for everything the District has ever done, from a public perspective, that it is treated properly from a legal perspective to prevent any sort of litigation in the future, as Mr. Berube mentioned. I am not saying it will prevent you from being sued, but it will prevent a successful lawsuit on behalf of the plaintiff who would be suing the District.

**B. Engineer**

Mr. Boyd stated we received acknowledgement from Toho Water Authority that they did receive the inspection fee for the water line. Their file is now closed on that issue.

**C. Developer**

Mr. Tome stated I would ask the manager to have Ms. Tschinkel send the communication log to us on Fridays so that it is a recap of what happened during the week and we can follow up.

Ms. Burgess stated I think she was going to do that or she might just be sending the outstanding items in an email on a weekly basis. There is no problem with her sending the log at the end of each week.

Mr. Tome stated we distributed to the Board a proposal we received from Stone Age Pavers including a drawing indicating the areas where the pavers have settled from the pool edge. There are four squares on the drawing that represent planter beds with stones that have been an issue with kids throwing them and cracking or breaking tiles. The proposal includes two line items. One is to pick up 107 linear feet of pavers that are already in place (depicted by the straight lines in the drawing) and the second is to replace 120 square feet of the planter beds, for a total cost of \$1,389.

Ms. Kassel stated it appears that they are going to remove the plants and pave over the bed.

Mr. Berube stated that is correct.

Ms. Kassel stated that is disappointing. It appears that not all the pavers along the edge need to be removed, only a few.

Mr. Tome stated it is only in the areas where there is a depression. They will lift up the pavers, put sand underneath, compact it and put the paver back in place.

Ms. Kassel asked these are not to replace the ones that are broken?

Mr. Tome stated no, this is not to replace the tiles in the pool but the pavers around the pool deck. We need to repair the pavers before we replace the tiles. Otherwise, we will end up cracking the tiles when we repair the pavers. This work has to be done before we replace the tiles.

Ms. Kassel asked why are we removing the plants?

Mr. Berube stated right now, the stones at the base have become an attractive nuisance. The planter box with the plantains attracts bees in the dirt. It can be problematic if you are hanging around the edge of the pool. This is to make it a clean deck area. We will keep all the palms but we will remove these two plantains along the edge of the pool and the two smaller openings for plants that are filled with green groundcover. The idea is to have an area of pavers to achieve lower maintenance costs and it will eliminate the need for mulching in the beds. I hate to see the plants go, but having plants at the edge of the pool is not the best location.

Mr. Tome stated it is a matter of selecting the lesser of two evils. Stones get thrown and mulch gets into the pool. If damage is done to the pool grates, the cost for those repairs will be three or four times the cost to remove the planter beds.

Mr. Berube stated this will likely simplify the maintenance in the pool area, as well. The plants that are there do not provide any shade, and the little bit of groundcover does not really add anything. I do not think we are losing anything except for a little bit of green. The alternative is having the plant material there, which seems to be problematic.

Mr. Boyd stated this is a common solution to those problems.

Ms. Snyder asked have we used this company previously?

Mr. Tome stated yes, they have done much of the paver work in the community.

On MOTION by Ms. Snyder, seconded by Mr. Berube, with all in favor, approval was given to the proposal from Stone Age Pavers in the amount of \$1,389, as discussed.
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Mr. Berube stated for several months, we have been discussing lock changes to the pool gates. I have some information for you to consider for the next meeting. Mr. Haskett received a proposal from Chapco for changing the gate on the main Swim Club gate as well as for the entrance gate at the Ashley Park pool. The proposal includes two gates, swipe cards, and various installation costs. It does not include the electrical work that will be required, which should be less than \$500. The proposal from Chapco is \$8,280, and it

will do exactly what we need it to do at a minimal cost. Stanley provided a proposal in the amount of \$19,980, and the scope of services is different. The Stanley proposal will give us swipe cards that we can print with the person's name and address information plus a photograph, as well as a printer. The cost for the cards and the printer is \$7,700, which includes 500 cards. The printer is good for several thousand cards. Taking out those amounts, their proposal is still about \$12,000. It is a fancier system, but Chapco will replace both gates that are here now, which do need to be replaced. The one at the Swim Club has had some damage to it. The Chapco proposal will replace those gates with new, heavy-duty gates. The Stanley proposal does not include gates. We need to decide what kind of card system we want to have, knowing that just the printer for the cards is \$4,000. The cards will be more expensive with Stanley and there will be more involved with the setup. We need to decide on what kind of card we want to pay for.

Ms. Kassel stated the cards we were discussing previously were programmable so that you can revoke someone's privileges. Can we do that with these cards, too?

Mr. Berube stated yes.

Ms. Kassel asked will these cards have an expiration date?

Mr. Berube stated there is a separate control box that will go in the unit, and we can control that. With both of these systems, we can put live internet access to view the cameras and see what is happening now. The ones we have now are limited and we have to search the DVR after the fact. If someone goes in there and we see him doing something he should not be doing, you can see it and call the sheriff from a remote location. It also registers his card, so we can deactivate it for the next time he tries to come through the gate. That is not the point, but it is also provided. I want the rest of the Board to consider if we want fancy cards with everyone's name, address and picture on it. There is a cost of doing that. I think the two new gates are a good investment. The new gates will have a crash bar for exiting. The current gate needs a key to get in and a key to get out. That may or may not meet certain Codes. We also need to consider what to do with the gate at the marina area. The Chapco proposal includes 500 cards, and we have about 520 addresses right now. We do not know what the response will be, but the printable cards are about \$7 each and the non-printable cards are about \$4. Both have bar codes to identify a card number to a certain resident. The difference with the printable cards is that we will print them onsite. Right now people might have a card but you do

not necessarily know if they are a resident or if the card is active. Every card will be registered to someone.

Ms. Kassel stated people can give their cards to other, just like they do with their keys, and you will never know the difference.

Mr. Berube stated they cannot duplicate the swipe card like you can with the keys. We did not think they could be duplicated, but they are and Mr. Belieff has confiscated a number of them. The cards will be exclusive to our system. The way you get around people giving out their cards is to give it a value. If you want access to the pool, then you pay \$25.

Mr. Evans stated I think it would be helpful to have a comparison chart showing the details of the two systems, the common elements and the differences.

Ms. Snyder stated I am afraid that our main problem is people distributing keys. Without a picture and other information, we will have the same problem that we have now.

Ms. Kassel asked do we have to scan the card to remove someone's access?

Mr. Berube stated we can deactivate their card at the control box as long as we know what number it is. We can also do that if someone reports a lost card. We just deactivate it and reissue them a new one. That is another reason why this industry recommends that you charge for every card you issue. We provide two keys to everyone right now. With the swipe cards, most companies recommend charging \$25 for the swipe card. If you do not charge for it, it does not have a value and it gets lost or given out. Charge a \$25 deposit for each one.

Ms. Kassel asked what about the situation where someone's card has been deactivated but they try to use it to get in and ask someone to let them in because their card is not working?

Mr. Berube stated that happens with the keys. There is nothing we can do about that. Most of our residents recognize each other and will not let unknown people in the gate, or at least they should not. We cannot legislate common sense. Chapco is significantly cheaper for what we initially wanted to do. We can spend a lot of money with printable cards, which I originally thought was a good idea until I realized the cost associated with them.

Mr. Evans stated once we have a comparison, then we can truly comprehend what is involved in order to make the decision as to whether or not the additional dollars are worth the long-term security and activity of the asset.

Mr. Berube stated I will forward that to Mr. Moyer's office to include in the agenda.

Ms. Snyder stated it concerns me a little that this is the same company who is doing the dog park repairs and billed us for \$450 for work that was not done.

Ms. Kassel stated we are not sure about that.

Mr. Berube stated I asked Mr. Haskett about that invoice, and he said it was more work than just at the dog park.

Ms. Snyder asked is there a third company you can look at?

Ms. Kassel stated he has tried.

Mr. Berube stated there are probably an endless number of companies that do this kind of work, but we are down to these two because they are the only ones that have been responsive. Regarding Chapco, they are not cheap but they do a lot of work in the community. They have a good relationship with Mr. Haskett and when they say something is going to be done, they get it done. The scope of work looked good, and I will prepare the comparison sheet.

Ms. Burgess stated something else for the Board to consider as you are thinking about these proposals, one of the things that Ms. Tschinkel does is facilitate everything related to access cards for two other communities who have similar facilities. We have a computer that is designed for that purpose. Processing the cards is an administrative function, and I do not know if you anticipate Mr. Belieff doing that work or someone at the development company office or the District office in Celebration. What we have done in other communities issuing all new cards is to set aside a couple Saturdays where Ms. Tschinkel can come out here and sign everyone up. She will take care of entering everything in the computer in the office. After that initial sign up, if anyone loses a card or a new resident comes in, they will need to come to the Celebration office. The other communities are also not very close to Celebration, but they understand that is where the District office is and that is where the administrative functions are handled. From staff's perspective, I would prefer that we use the administrative staff for this function rather than trying to find a place for Mr. Belieff to do that and otherwise taking him away from his field duties.

Mr. Berube stated I have thought about that, and I am concerned about inundating Mr. Belieff with this all at once. We will have an assistant field manager coming on board, so that will give us two people. I think it is better to provide this service on site so as not to inconvenience the residents. We do have an alternative with your offer, which is great.

## **SIXTH ORDER OF BUSINESS**

### **Supervisor Requests**

Ms. Snyder stated several people have asked me about mailboxes that seem to be falling off the wood support and need to be replaced. Is the CDD responsible for that?

Mr. Evans stated no.

Ms. Kassel stated I heard a question about that earlier about when replacing them, if we need to go through a certain company and other details the residents need to know.

Mr. Tome stated there are two companies who have the mailbox specifications, and it depends on what the problem is. The box itself is a standard black box. If it is the pole, there is more involved since it is a certain style.

Ms. Snyder stated a lot of it is the wood that it sits on that has rotted and needs to be replaced.

Mr. Tome stated it depends on the component involved. If it is a non-decorative component, that can be done by anyone. If it is the architectural pole that has a design element, we have two companies we can recommend. It is not the responsibility of the CDD or the HOA but of the home owner.

Mr. Berube stated most of the posts have two mailboxes and some have up to six or eight. Who owns it? All eight home owners?

Mr. Tome stated the Postmaster is the one who laid out the design for the mailboxes and they tell you how many will be on a pole and where it will be placed. Unfortunately, the Postmaster does not take ownership into consideration when they plan the placement of the mailboxes. It will be up to the neighbors to work those things out.

Mr. Berube asked who supplies the original post?

Mr. Tome stated it is up to the builder at the time he builds the home and he pays the mailbox company directly to have it installed.

Mr. Berube asked who installs the mailbox once the lot is sold?

Mr. Tome stated the builder.

Mr. Berube stated effectively, then, that transfers from the builder to the owner. If you have a post with eight mailboxes, everyone owns one-eighth.

Ms. Kassel stated it would be a good idea to have a small article in the next Harmony Notes.

Mr. Berube stated that would be something good to include in the information boxes that you include every so often.

Ms. Kassel stated there are a bunch of holes or depressions in the dog park where someone can twist an ankle and some other issues. I can call the District office but I cannot tell you exactly the locations of them. It would be better for me to go with someone and show them what I am talking about. Should that be Mr. Haskett or Mr. Belieff?

Ms. Burgess stated you should call our office so that Ms. Tschinkel can log that in. Her protocol is to email it to Mr. Haskett and she also has an email address for Mr. Belieff. If you want to call her or send an email, you can make a note for her to send it to Mr. Haskett and ask him to meet with you.

Mr. Evans stated I want to express my deep and sincere appreciation for all the hard work that Ms. Snyder has done. She was the first home owner on the Board and she hung in there. It is very complicated being on a CDD Board. It is not like an HOA. We have very strict guidelines, rules and Statutes that we have to adhere to. One thing that happens when you become a CDD Supervisor is that you take on an enormous amount of personal and financial risk. Many people do not realize that. You put up with a lot of abuse and very few pats on the back. Ms. Snyder has worked very diligently and very hard to learn and understand. She has been a tremendous contributor to all the good things that have happened at Harmony and within the District. It has been a true pleasure working with you.

## **SEVENTH ORDER OF BUSINESS**

### **Audience Comments**

A Resident stated I would like to know why we have three days of garbage collection.

Mr. Berube stated we do not. On Monday, you have regular trash collection. On Wednesday, they pickup plant material and yard waste. They end up going through quickly because no one knows about yard waste pickup. On Thursday is another trash collection which is also for tires, refrigerators and large items.

Mr. David Leeman stated it was my understanding that when you gave permission to install the trail and put the fence beside the dog park to separate that trail from the dog park, there was going to be no cost to the CDD. I watched them install the fence. The day after they completed the fence, the gate latches did not fit, so they hacksawed the end off the gate latches to make them fit. It seems to me whoever hacksawed the ends of the gate latches should replace the gate latches and there should not be any cost to the CDD.

Ms. Kassel stated as well as any adjustments created by that.

Mr. Leeman stated all of the adjustments needed for the gates happened after the new fence installed. The gates were working just fine before the fence was installed. Once the fence was put in, the gates did not fit. Instead of reversing the gates and doing it correctly, they hacked off the ends of the latches. I called that into the management company. Instead of replacing it or fixing it, they smoothed off the ends of the latches and sprayed it so that there are no hard edges. Those gate adjustments should be at no cost to the CDD.

Mr. Evans stated that is a very good observation.

**EIGHTH ORDER OF BUSINESS      Adjournment**

The meeting adjourned at 7:05 p.m.
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Gary L. Moyer, Secretary

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Robert D. Evans, Chairman