

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

A regular meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, October 28, 2021 at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, St. Cloud Florida 34773

Present and constituting a quorum were:

Teresa Kramer	Chairperson
Daniel Leet	Vice Chairperson
Steve Berube	Assistant Secretary
Kerul Kassel	Assistant Secretary
Mike Scarborough	Assistant Secretary

Also present were:

Angel Montagna	District Manager
Gerhard van der Snel	Field Supervisor
Tim Qualls	District Counsel
David Hamstra	District Engineer
Scottie Feliciano	Servello
Pete Betancourt	Servello
Brett Perez	Field Director
Julie Yevich	Assistant District Manager

CHAIRWOMAN OPENING REMARKS

Supv Kramer: Good evening, everyone. Welcome to the October meeting of the Harmony CDD. Welcome. A few housekeeping items really quickly. First, this is our first time in this meeting location. If you do need to use the facilities, the one up front is set up for you. The one back here, you'll be disappointed. So please use the one up front.

Supv Berube: We'll be what? Disappointed?

Supv Kramer: Yes.

Supv Berube: Okay.

Supv Kramer: I want to welcome you all. I do ask that everybody be respectful. We've had some trouble talking over each other. We want to be sure to be able to get everybody's information on the record. It's hard for our transcribers to get the accurate information if we're talking over each other. If you all will help me with that, I would appreciate it.

FIRST ORDER OF BUSINESS

CALL TO ORDER/ROLL CALL

Supv Kramer: *Called the meeting to order and called the roll.
The record will reflect a full Board.*

SECOND ORDER OF BUSINESS

AUDIENCE COMMENTS

Supv Kramer: Second order of business is our audience comments. Audience comments are limited to three minutes per speaker. If there is a large group that wants to speak on one single issue, we ask that you nominate someone. Then everybody else can stand up to show that they're in agreement with that individual. That way it expedites the meeting. We do have one written request. Kim Tobey, if you'll step forward. Do we have a microphone?

Kimberly Tobey: Microphone?

Supv Kassel: For her. To record what you're saying for the minutes.

Supv Kramer: We need to record. If not, you need to come up here closer to the recorder. I'll need your name and address for the record.

Kimberly Tobey: Sure. It's Kimberly Tobey for the record. 3166 Dark Sky Drive in Harmony.

All right. First of all, good evening, everyone. Thank you so much for coming. My husband is Christopher, back there. You're all aware of why we're here. I sent in a letter explaining what happened to our dog in one of our dog parks on October 4. You have pictures to go along with that. I have enlarged photos with me should anybody else here need to see them, to show the severity of his injury. We have gone to the Harmony Dog Park five to six months or so from getting our puppy. Never had any issues until that evening. Unfortunately, that incident opened our eyes to the fact that rules may need to be amended and if nothing else enforced. My question would certainly be how are rules enforced? I say that because we're there often and see young children with their dogs. They're supposed to be 16 unless they're with an adult. In fact, it says kids under nine can't even enter the dog park, which happens all the time. If I had a six-year-old and a puppy I would hope I would be able to go in. That's not one that I have a huge issue with, aside from the fact that, based on what happened to us, my fear is this could happen to a child. I did notice the dog park rules are posted in the small park, but not the large.

Supv Kassel: They used to be.

Kimberly Tobey: Okay. If we could please get those there. To me that's a pretty big thing. You don't know what the rules are if you can't read them upon entering. My main goal is enforcement. And to see if there's anything that the Board would be willing to put into place to either restrict dogs who are aggressive, and by aggressive, I mean biting another dog or child in the dog park. Animal services doesn't deem this dog who attacked mine aggressive right now. If a dog is in there and bites an animal or another dog or a child or an adult, do we allow them to keep going? Because right now they can. It was suggested that they have a color-coded system alerting people. My dog is totally playful, green. Warning if yellow. Red, they're aggressive. Unfortunately, I found with this particular owner, he wasn't honest at all to me. We can't rely on the honesty of the dog owners because they aren't always. I don't know what the answer is. You have my suggestions to work with. We just hope that we will see enforcement. Rules posted in the large park. And somehow eliminating or at least for a certain period of time aggressive dogs.

Supv Kassel: We have an item on the agenda for later in the meeting.

Kimberly Tobey: Okay. I think that's it. Thank you so much.

Supv Kramer: Thank you so much. All right. That's Ms. Tobey. I do not have any other written requests for speaking. Is there anyone else that would like to speak at the meeting?

Reinaldo Milliam: I would like to say something about what she just said.

Supv Kramer: If you'll stand up? I need your name and address for the record.

Reinaldo Milliam: Yes. I am Reinaldo Milliam. I live in 7177 Oak Glen Trail in the Estates. My dog and my daughter suffer the same thing with the same dog. I was one in the Facebook that approached you and said, "Hey, the same thing happens to me." I talked to the neighbors. He's actually my neighbor. I told him, "Hey, you cannot." He's got a big yard and he'll let his dog roam around his backyard. I don't mind that. He allows his dog to cross around and go around. My daughter was walking my dog in front of his house on the leash when his two big dogs went and attacked my dog and my daughter. There's something wrong with him. I spoke to him. I gave him the bill. "Here. You're going to pay for this." After going a couple times to his house and making pay for the bill. He doesn't care. He's my neighbor as well. He's having the same issue. It's just that he doesn't care. She said it correctly. It needs to be enforced. It needs to be... All the neighbors need to know, "Hey, walk them on the leash." Not just having a notice. If they see it, they go around it. If they see it, they enforce it. That's just not happening.

Supv Kramer: Okay.

Supv Berube: To be clear. This happened in front of your house, not in the dog park. Is that correct?

Reinaldo Milliam: That happened in front of his house, but not in his yard.

Supv Berube: I understand.

Reinaldo Milliam: I was on the street on the other side, when his dog was on the outside running around and went chasing my dog and attacked my dog and my daughter.

Supv Kramer: It's happening outside of the dog park.

Supv Berube: It's a people problem, not a dog problem.

Reinaldo Milliam: I have video showing his dog going around on street and he doesn't care.

Supv Kramer: All right.

Reinaldo Milliam: The matter is enforcing this thing.

Supv Kassel: Thank you so much.

Tom Varacky: I just have a couple. One is an easy one. Is there going to be a sale of any kind?

Supv Kramer: If you'll step forward here and give me your name and address for the record.

Tom Varacky: I'm sorry. Tom Varacky. 3470 Sagebrush. The first question. Is there going to be a sale the first Saturday in November? Porch sale, yard sale?

Supv Kassel: That's the HOA, not the CDD.

Supv Kramer: We're not involved with that.

Tom Varacky: Okay. How about the issue with contractors being here at 4:30 in the morning?

Supv Kramer: Again, we don't regulate contractors.

Supv Kassel: That would probably be the Sheriff's Office.

Supv Berube: Code enforcement.

Supv Kramer: Okay.

Tom Varacky: Well, what they told me. I did talk to the sheriff. He said that my strongest link is the community organizations here. To file a complaint with code enforcement rather than just me calling as an individual. You calling as an individual. His recommendation is that the leader of every group needs to contact code enforcement. I don't know if anybody knows the code, but they're not allowed to start work before seven o'clock in the morning.

Supv Kramer: We have no control of your gate codes. That's all your Homeowner's Association.

Supv Kassel: Where do you live?

Tom Varacky: On Sagebrush.

Supv Kramer: Here in the Lakes.

Supv Kassel: Oh, here in the Lakes. Yeah. That's your Homeowner's Association.

Supv Berube: That's the code for time. Not a gate code. Seven o'clock is the county code.

Supv Kassel: The county code.

Supv Scarborough: Yeah.

Supv Kramer: The county code. We can't get into a lot of back and forth. The more residents call, you get a better bang for your buck.

Tom Varacky: I talked to you last night, I think. We've been here two and a half months and we still don't understand the organization. What goes on here?

Supv Kramer: It gets very confusing.

Tom Varacky: All we do is....

Supv Kassel: If you contact me. If you get my number from this lady, my email address from this lady, I'll be happy to explain our different bodies to you and what they do.

Unidentified Resident: Just for that the gentleman's information. Our Homeowner's Association. I believe that is meeting on the first of November at six o'clock.

Supv Kramer: I appreciate that. We can't do a lot of this because we have an absolutely huge agenda. If you need to share something personal, if you'll step outside and do that, I'd appreciate it. Any other comments for the CDD? Okay. Hearing none we'll close the audience comments section.

THIRD ORDER OF BUSINESS

SUBCONTRACTOR REPORTS

A. SERVELLO LANDSCAPE SOLUTIONS

Supv Kramer: We're now going on to our business. In our business agenda, if you reviewed it on the posted website, you'll see that some of the issues discussed in the comments will be addressed later on in the meeting itself. The next item on our agenda is our subcontractor report. Servello?

Mr. Betancourt: We're into our fall-winter schedule. Bi-weekly service mowing the lawn. On top of that, the gentleman that was here last month about the weeds. Tall weeds-

Supv Kramer: In the ponds.

Mr. Betancourt: In the ponds. We have started that. Those have been done. November 1 I'm sending the guys out to do the ones in Lakes of Harmony, then we'll continue throughout the property. The mainline breaks have been fixed. Grasses will be done throughout the winter. As we work a section and detail it, we'll do all the grasses.

Supv Kramer: Wonderful.

Mr. Betancourt: Okay.

Supv Berube: You say the mainline break. Do you mean the one on Cat Brier?

Mr. Betancourt: Cat Brier and Town Square. But the one on Cat Brier, the one I sent out the proposal on has been fixed. When I turned on the water, there's another break further down the line. So the water's still off on Cat Briar.

Supv Kramer: Luckily, we're getting rain, so that's good. That will be addressed next.

Mr. Betancourt: Yes.

Supv Kramer: Okay.

Supv Kassel: I do have a question. You said we're into the every-other-week mowing season?

Mr. Betancourt: Bi-weekly, yes.

Supv Kassel: I thought that was November.

Mr. Betancourt: It starts October 15.

Supv Kassel: Oh, okay. Just as an FYI for the next scope of services for landscaping. When we go for RFP, I'm going to request that we do dog park mowing weekly because we get some seeds. I just took a picture and I don't know if you saw it, Angel and Gerhard. There's certain weeds: Elliot's Milkpea and Tropical Milkweed. The dogs get covered with these weeds. One trip through the park and you're spending an hour getting these seeds out every day.

Mr. Feliciano: Okay. Both dog parks? Okay. At the dog parks, just mow weekly.

Mr. Betancourt: Okay.

Supv Kassel: Thank you.

Mr. Betancourt: If you see the dog park hasn't been mowed, either one. When we went to mow them, there were people with the dogs there. So we tend to let it go. Then we'll come back the following day. I know the big dog park wasn't mowed, so I'll take the mower tomorrow and mow it out. We had people there by the time we got there.

Supv Kramer: Great.

Supv Kassel: Thanks.

Supv Kramer: Okay. Thank you. Anything else?

Mr. Feliciano: Anything from me? I'm normally the guy you all beat up. I bring up the electrical line On Cat Brier. Huge mistake on our part. We should have called in Locates. Don't know why we didn't call in Locates for that. Huge mistake on my part. I'm paying close to \$7,000 for that mistake on our behalf. The reason why. The area where we lifted the electrical line. The electric company said that he can do that area right around \$3,000. But when he was tracking the line all the way down to the gazebo, apparently, they are shorting all the way down. The line is short all the way going down. They've either been nipped, or something's being corroded in those lines. So, I said, "*Go ahead and do an entire job.*" We're going to yank out the line for the gazebo, even though we had nothing to do with that section. We're going to pull all the electrical lines out. We're going to have them do everything, all the way back to the junction box.

Supv Kassel: I have a question. Might it not be less expensive than repairing all these main line breaks over and over, to just put a new irrigation line between the trees and the sidewalk?

Mr. Feliciano: It's going to probably cost even more, to be honest with you. Where the lines are located, where you've got to pull the main lines out. You don't know what else is running. What other lines are there? There are other lines that we found out that are running in these locations. You're talking about removing lines, not just electrical lines. Probably optic fiber, communication lines, all that stuff. It's in there. You're talking revamping everything. You're just going to have to repair them. The one thing we will not do with a mainline break, we will not put it above ground. That's something we don't do. We'll bring it out. That's what happened with this part. We brought it out and that's where we hit the electrical on that. We will bring it out and try to go around the root system of the trees. We don't put it on top because is a huge liability for you guys.

Supv Berube: That's been SOP with all of these is go around. The well round irrigation and such has been an open hole. I guess it was dug by you on Indian Grass or near the entrance to the Estates, in front of the big open field.

Mr. Feliciano: Did we do something like that?

Mr. van der Snel: Maybe I can intervene. That is a TOHO.

Mr. Betancourt: I understood it as a mainline break. I shut off the meter. I had the irrigation tech dig it up. When he dug it up, water was still coming out. And that's when I called Gerhard and it's Toho.

Mr. van der Snel: I reported it to TOHO.

Mr. Feliciano: Is it at least cordoned off?

Mr. Betancourt: It's marked off with caution tape.

Supv Scarborough: Are those electrical lines just not deep? There should be 36 inches, right? Or is the irrigation too deep?

Supv Berube: Not even close.

Supv Scarborough: For what?

Supv Berube: The electric line is no more than 15 inches below the surface.

Supv Scarborough: Interesting.

Supv Kramer: We have interesting construction. Any other questions of Servello at this time?

Supv Kassel: Just that we have, I think a proposal in the agenda, don't we?

Supv Kramer: Yes. At the end. I'm not sure why it ended up back in a field services report. There was a proposal to add a ground cover-

Supv Kassel: Liriope.

Supv Kramer: Liriope? On Cat Brier. There were two proposals. One to do half the street of Cat Brier and the other to do the whole street. I've been going back and forth on Cat Brier. Really the only place where the St. Augustine's looking really poorly is about the 3330 Cat Brier. There are about three houses where it's pretty bare in there, but the rest of it's not looking horrible.

Mr. Feliciano: It's a very shaded area that you're talking about.

Supv Kramer: It's very shaded right there, but the St. Augustine seems to be thriving.

Mr. Feliciano: Well, what I did. When I walk Cat Brier, when I'm looking at those areas. Some of it that looks like turf, that's around the entire tree. It's not. It's all weeds. You're not going to get turf to grow in those areas. We went before and we actually put down turf for free and it all died out. It's too shady over there. And root composition.

Supv Kramer: Unfortunately, the leaves are sitting on it and blocking it out.

Mr. Feliciano: It's mostly root competition where they put oak tree.

Supv Kassel: Yeah.

Supv Berube: Yeah, the roots are a problem.

Supv Kassel: I had a question about that quote. It's Option One or Option Two. They were added together instead of....

Mr. Feliciano: Yeah, I don't know what she did in the system. One option was to do all the trees along Cat Brier. The second option was in trees in need of Liriope grass now. So those were deemed the trees where you didn't have St. Augustine around them. They were either weeds or no sod whatsoever.

Supv Kramer: Okay. So are you talking about just around the trees or along the entire Right-of-Way?

Mr. Feliciano: Around the trees. Now you do have some areas of sod in that one area. We can propose Seville in those areas, but you only going to get so much life out of Seville in those areas. We could measure out that whole strip, that one strip you're talking about, and we can do probably Asiatic Jasmine or something to go in there. Just to have a ground cover.

Supv Kramer: Yeah. It seems to me the homeowner had done that on the front yard side, put in the Asiatic Jasmine.

Supv Kassel: Are we talking about the east side or the west side of the Cat Brier? The park side, the golf course side, or the residences?

Mr. Feliciano: The home side. Mostly there. You're going into the winter season. As soon as these oak trees start dropping leaves. The first thing the residents do is blow everything right from sidewalk to curb. We have to pick that up, typically. That's a few months, because you're not just going to get one flushing out of leaves. You're getting probably three flushings.

Supv Kramer: My concern is that if we put the liriopae in and the leaves aren't being removed, will the liriopae actually survive.

Mr. Feliciano: Well, they're going to sit less on the liriopae, anywhere we pull them out around the trees, than they would in the jasmine. If we do jasmine around these trees, it's going to take a lot longer to get established unless you compact the jasmine down in there. They're the same price. Plus, with the sod area, if we do jasmine on the sod areas, we're going to give you a hefty number in Asiatic Jasmine, because we want that stuff to take off. Brett can elaborate. He knows what I'm talking about in that area.

Supv Kassel: I'd like to...

Supv Berube: The jasmine looks wonderful when you put it in. But once it starts to decline, it's a maintenance nightmare. It's all intertwined and dies off. When it's fresh - Beautiful, like a carpet. A year later, might as well put the sod.

Mr. Feliciano: It depends on how you take care of it. We have multiple properties where we use jasmine as ground covers, all throughout Vista Lakes, along the medians and stuff. We have jasmine ground covers and they're sitting up that high.

Supv Kramer: It depends on how you care for it.

Supv Kassel: Right. I have plenty of it by me and they're doing great.

Mr. Feliciano: What happens is that people do not put enough. So then now it's entangled with weeds and everything else and it looks horrible.

Supv Kassel: I'm sorry. I'd like to, if we do this here--

Supv Kramer: Hold on a minute. Will everybody take out your cell phones and turn them off?

Supv Kassel: Or at least silence them.

Supv Kramer: Otherwise, we can't have conversations and things going on. I appreciate your cooperation in being able to conduct the meeting. I'm sorry. Supervisor Kassel.

Supv Kassel: Thanks. If we do this here... On Cat Brier are some of the oldest trees in Harmony. The other trees are going to age. If we do this here, we're going to have to do something elsewhere. I'd like us to have a more comprehensive idea of how we're going to deal with this moving forward, rather than patchwork, not just "*We'll put this there and deal with what comes next.*"

Supv Kramer: Okay. Maybe as we go forward in doing a larger plan for our older trees then we put a full plan together. So table this proposal?

Supv Kassel: Yes, sorry to say.

Mr. Feliciano: No, that's fine!

Supv Kassel: I want something that's a little longer term in thought than just plopping whatever we're going to put there in this one spot. We're going to have this problem all over the place.

Mr. Feliciano: You're exactly right. You're going to have this issue throughout Harmony. Brett and I talk pretty often. We can get together and we can come up with a plan.

Supv Kassel: Yeah. I'm happy to go on site with you, as long as I'm available. We'll make a date and a time. I'll meet you there. We'll take a look. I'll be happy to.

Mr. Feliciano: Absolutely.

Supv Kramer: Wonderful. All right. We'll put you on it. Thank you. Any other questions for Servello at this point?

Supv Berube: Where are we with the tree trimming?

Supv Kramer: Tree trimming. Do you want to address?

Mr. Feliciano: Yeah, they halted the tree trimming. They gave me an option of the percentage that they want to pay and percentage discounted for some of the trees. I agreed to everything. We're going to invoice it per the email I got from Brett.

Supv Berube: We're not going back to tree trimming.

Supv Kramer: No, not right now. We're going to move forward with our arborist. The resolution that you'd authorized Brett and I to work out with Servello. The tree trimming has stopped. It was approximately 85% complete, which dropped it to \$19,040. We took a further 25% discount off that for improper techniques & some damages. So, we will pay Servello a total of \$14,280 instead of original \$22,400.

Mr. Feliciano: The remaining trees are all small. They don't really need it right now.

Supv Kramer: At this time, we've resolved that concern and we're moving on.

Mr. Feliciano: Is that it?

Supv Kramer: Anything further? Okay. Thank you so much.

Supv Kassel: Just a question about that. For all intents & purposes, tree trimming is done for now?

Supv Kramer: The arborist is looking into it and working with Brett, who is our Area Field Services Supervisor. They are putting together an overall tree trimming plan or tree maintenance plan for the entire neighborhood. Instead of handling one side of the tree, the street side of the tree, they're putting a plan together where we will take care of the entire tree. They are seeing the trees. We need to make sure that they are not causing our residents problems with maintaining their residences or getting their insurance policies.

Supv Leet: Real quick. Madame Chair, we have a Zoom issue.

Marylin Ash-Mower: We have 12 people who can't hear a thing or see a thing. That was my phone call, sorry for the interruption.

Supv Leet: Okay. Jones Homes is putting in actual Wi-Fi for future meetings. It was not in place in time. We're doing the best we can off a phone hotspot right now. The other thing is we really need to have another audience mic for speakers up here. We have the lapel mics that are picking us up.

Supv Kramer: But they're not hearing the audience?

Supv Leet: Right.

Marylin Ash-Mower: They're not hearing anything.

Supv Leet: We tested. We appear to be online and Zoom video and everything. We can see it up here. I think the issues that we have. One it's on a hotspot, so it's limited in how smooth everything looks. Also not having an audience mic that might not be picking up.

Unidentified Resident: Okay. So can they listen in?

Supv Leet: They should be able to. They'll be hard to hear unless someone has a lapel mic. If you're hearing it on that speaker, then you're hearing it on computer too.

Marylin Ash-Mower: Okay.

Supv Leet: It will be improved for our next meeting.

Marylin Ash-Mower: All right. So, tell them there's no....

Supv Leet: We're doing best we can do right now. It's all being recorded. So, transcript, and everything can be provided after the fact. We're doing the best we can.

Marylin Ash-Mower: Okay. Thank you.

Ms. Montagna: The minutes came out. The first set of minutes. Our computers crashed, technological stuff. It duplicated 51 pages. Dan removed that. It's not in the format that you're used to seeing them in. That will all go back to normal next month. I just wanted to get that out of the way before we go down that rabbit hole.

Supv Kramer: Yes. I must admit. Angel and I were scurrying at the last minute. We were both listening to recordings and finishing up the minutes. I think starting on page 56 or something of the previous is better. It's the near verbatim, instead of verbatim. Nobody wants to hear or see themselves verbatim.

Ms. Montagna: That's right.

Supv Kassel: That's right. It's in the verbatim minutes.

Supv Kramer: It gets really difficult to read past the uhm's and the ah's and the repetitions. But I think we've all experienced that. So thank you for that.

FOURTH ORDER OF BUSINESS

CONSENT AGENDA

- A. APPROVAL OF SEPTEMBER 30, 2021 – REGULAR MEETING MINUTES**
- B. APPROVAL OF SEPTEMBER 22, 2021 – WORKSHOP MINUTES**
- C. FINANCIAL STATEMENTS FOR SEPTEMBER 30, 2021**
- D. APPROVAL OF #258 INVOICES AND CHECK REGISTER**
- E. MOTION TO ASSIGN FUND BALANCE**

Supv Kramer: Okay. All right. We'll move on to the fourth item on our agenda. The consent agenda. So the consent agenda includes the approval of our regular September 30th monthly minutes, approval of our September workshop minutes, our financial statements for September 30th, and approval for our number 257 invoices check registry. 258, my apologies. 258 invoices and check registries. And we also have assigning the fund balances. So, if there are no comments concerning those, I would... Yes?

Supv Kassel: I had reached out to Gerhard to ask about some Toho bills, which are four or five times what they were last month than the previous months. And I was referred to Servello who left. So, I should have asked when they were here.

Supv Kramer: Okay. I can talk about that briefly only because I keep watching them so closely and I do have my little spreadsheet here too. But I've got to get a better way to do it. But what we've got is last year at this time, it was wetter than this year. Again, we have the wet, dry cycles. The bill that we're looking at here, which is \$15,813 which is down from some of the \$19 and \$20,000 bills we've had, but it's still higher than the about \$4,000 we had last month, is because the month that it was for was extremely dry. So, we had a very, very dry month. We also had some mainline breaks that caused some loss of water. This time last year, our bill was \$9,821. So that's comparison. But last year the same month, and again, we have rainfall data for a couple years back, it was a lot wetter than that month this year. Our cycles that are wet came a little earlier this year and we got a little dryer earlier. So, luckily, we're back in a short, wet period --

Supv Berube: Yeah, two or three in a row that were really down low because Maxicom essentially was off because of all the rain. Now, Maxicom came back on because the rain... And you're back to the normal cycling.

Supv Kramer: And again, Maxicom is always on. It's just that Servello had placed the rain sensors in, they went through the neighborhood. Our bills were running in the tens of thousands for month after month after month, rain or shine, or regardless of what it was. So, they were really high. Servello came in, they replaced all those rain sensors so that we would be in compliance with county code as well as good water management practices and good fiscal practices. We want to save that money. So, for the last two bills, our bills were under \$4,000 a month. We've gotten a really dry period and you can go back and look at your own Toho bills and see the same thing that if your rain sensor is working, your irrigation didn't run for two months, your bills are way down. Now it's back up. It'll be back up again the next month and because we have entered the dry season. I wish they would all stay down. So, that's where we are with that. Any other questions about the consent agenda? Hearing none....

On MOTION by **Supv Kassel**, SECOND by **Supv Scarborough**, the Consent Agenda was unanimously APPROVED

FIFTH ORDER OF BUSINESS

OLD BUSINESS

Supv Kramer: The next order of business, old business.

A. HARMONY POOL RENOVATIONS PROPOSALS

Supv Kramer: We've been discussing our Harmony pool renovations and we have several proposals. We have three main proposals: SPIES Pool Company, Pool Specialists, and Blue Scape Pools. I'll open the floor to any motions or discussions concerning the pool renovations.

Supv Berube: Considering the extent of that and how important it is, it almost begs for a workshop because this discussion can get complicated. There's a lot of differences. You're talking about doing two

pools. We've got a big agenda, we're already half an hour in. I'd prefer to workshop the pool renovation and maybe some of the other stuff that's coming up, but that's just my opinion.

Supv Kassel: Would that be a workshop? Wouldn't that be a regular meeting because it requires Board approval? We don't....

Supv Berube: Well, it's just to discuss all the various options that are included here and not take any action obviously. But I suspect you're going to spend a significant amount of time once you dig into these proposals but....

Supv Kramer: I'll leave it up to the rest of the Board. It seemed fairly straightforward to me. My only concern is that I would like to see more of their, either qualifications or experience, what pools they've done. I checked one of their references. I tried to check several references, but didn't get anything back except for the one, and that was for SPIES. And they gave an excellent reference and that individual's a property manager for a number of organizations. And they had had excellent work with SPIES. I'll leave it up to the Board. Do you want.... Is anybody ready to make a decision tonight; or do you want to spend more time studying it?

Ms. Montagna: And Julie can answer anything. She talked to all of them so if you have questions or need anything.

Supv Kassel: So, we have a spreadsheet and Julie, if you did that, thank you very much.

Ms. Yevich: You're welcome. I like colors.

Supv Kassel: How urgent is this work to be done?

Ms. Yevich: So, I did have a conversation with the gentleman from SPIES today and he said that you need to make a decision because the time to do it is in the wintertime when it's not being used a lot and to get on their schedule, you need to make a decision soon. They've already got a couple lined up and they said, SPIES specifically said, if you give them a direction that you're going in, they can pencil you in. But I understand how long it takes to do a pool. It takes at least two to three months because you have cure times and the code to meet and inspections and stuff. So, you want to decide when you want this to be completed by and then make your decision.

Ms. Montagna: And to my knowledge, there is visibly stuff going on.... bad on those pools and it is leaking.

Supv Berube: This is not an emergency, but it should be a pretty close in priorities.

Supv Kramer: I'm comfortable today in looking at what we have in front of us. I know there are a lot of different options, but SPIES has been working on our pool for quite a while. Gerhard, unless I hear differently from you, I understand they've been doing a good job.

Mr. van der Snel: Yes. SPIES is very... They're in business for 32 years and they've been doing very, very great. They're highly recommended and they really know what they're doing. So --

Supv Kramer: And there are different options, but for Ashley Park it looks like everybody's right around \$23,000. SPIES does have an add on for LED lights, which would bump it up another couple of thousand. But for the Ashley Park pool, everybody is basically right in the same ballpark. The Swim Club, SPIES is a little bit higher, but very little bit. And again, they offer an option to adding the LED lights,

which I think it's important to have our lights changed out to LEDs. Theirs's \$62,992. The Blue Scape is \$62,580 without coping. And Pool Specialists is \$59,871. They have coping, but the next one did not have coping. My other concern is the amount down. SPIES was very specific. They wanted the 50% down and then 50% at the end when it's totally completed and accepted. Pool Specialist want 50% down then they want another 40% when they finish the prep work. And that's just totally unacceptable in my book. I don't want to put 90% up front before they start putting on the finished coat. So as far as I'm concerned, and since they were the low bid, to me that would be out. And I couldn't give anybody at all to speak about or give references for Blue Scape. So, at this point, I'm comfortable going with SPIES.

Supv Berube: Based on past experience, I agree with you. But the scope of work is a little bit... See, the last time around we got a lousy prep job on the old surface, they didn't prime it. They didn't put the bonding in. And what we know is in the areas where the stuff is coming up, we know there's no bonding agent because you can see the difference in color when it comes up, right? The bigger question is how much of the remaining surface didn't get bonded and hasn't lifted yet?

Supv Kramer: Well, that's not a problem. In SPIES quote, they are going to take the entire surface down, remove it and redone. The only thing I want us to be sure, and I did see it, it did indicate it --

Supv Berube: Chip off and removed existing pool finish... Yeah, all right. I read that wrong the first time.

Mr. van der Snel: Except with Ashley Park. They only chip off.

Supv Berube: They take off a little bit. Yeah.

Supv Kramer: Right, they're going to take off the --

Supv Berube: I misread their scope of work on the big one to, they were only going to take off the failed areas, but that is not what it says. Isn't going to take the whole thing off. So --

Supv Kramer: Exactly. I think the scope of work is pretty good. I think Julie worked with them very well and then if there are any minor things as we get the contract in place, then we will address those at that time and make sure we have a good scope of work laid out for them. So at this time I'd entertain a motion if...

Supv Berube: The one thing I'd like to add is of course we're going to have a contract for this, I imagine.

Supv Kramer: Oh definitely. Yes.

Supv Berube: I think we ought to ask, based on prior experience, are all your employees going to be working on this? And if not, how many subcontractors, who's doing what and who are they?

Supv Kramer: Yes. And that was my concern in the 50:40:10. It sounded like they needed that 40%- to pay a sub up front. I'm not willing to do that.

Supv Berube: The other thing was you mentioned LED lights and I see it here, but I thought we had LED lights now.

Mr. van der Snel: We have LED light bulbs in there. So what they're going to put in --

Supv Berube: Oh, they're going to put the new sealed unit with the glow colors.

Mr. van der Snel: Complete unit so that you don't have any maintenance on it.

Supv Berube: Okay, let's back up to Ashley Park, is the repair of the supposed leak that we have, is that included in what SPIES has put here? Or are we going to get hit with a change order for fixing the leak?

Mr. van der Snel: Well, that will automatically be repaired when they put the new --

Supv Kramer: I will make sure it's in the contract. I will just tell them that it's got to be. That's that leak in the gutter, right?

Supv Berube: Well, yeah. There's an area there over on the... I guess it would be the --

Supv Kramer: And they're familiar with it because they've been --

Supv Berube: The west side I think, there's something going on because the ground keeps collapsing and we've had some problems in that.

Supv Kramer: That's the west side?

Supv Berube: I think. Is that right? It's on the west side.

Supv Kassel: Did you make a motion already?

Supv Berube: I don't think so.

Supv Kramer: Okay. I'll make the motion.

Supv Berube: Wait a minute. We talked about coping. There's coping here. I thought that was some of the other ones. What's going on with SPIES with coping?

Supv Kramer: I do not have that noted, unfortunately.

Supv Berube: Because that's a big deal and the coping that's there in some areas is --

Supv Kramer: And that's on the Swim Club? I know on Ashley Park we had a problem with some of it coming out.

Supv Berube: Yes. And the Swim Club has some minor issues with coping and some old stains from the prior project and all that. But the coping, if it doesn't look good, really detracts from your newly finished pool.

Supv Kramer: All right. So, we will sit down and finalize all these final details and a package price. So, I would move that we enter into negotiations with SPIES for a final contract and start date. Not to exceed, with the lights and everything --

Supv Kassel: Well maybe more because of the coping. Because then you don't mention the --

Supv Kramer: Well, let's put \$70,000 including... We need a total redo of our pool, a total redo. So, if we'll do not... Not to exceed for them, but then not to exceed for negotiating the contract for \$70,000, would the board be okay with that? And for --

Supv Berube: \$62,000, \$65,000. So, you got \$5,000 in it for coping, yeah. What did the other guys want for coping? Did they call it out?

Supv Kramer: They did not call it out one. One had it, one did not. But they didn't specify separately.

Supv Scarborough: Maybe they just left it off their specification.

Supv Kramer: Yeah, it may be. We may be able to talk to them and --

Supv Berube: They're pretty thorough with what they've got here and that's why I asked the question.

Ms. Montagna: We can follow up.

Supv Kramer: We can follow up. And then for Ashley Park, it would be not to exceed at \$26,000 with the LED's and tile.

Supv Kassel: And what about coping there?

Supv Scarborough: Just do an overall approval with a not to exceed for both.

Supv Kramer: Do an overall for both pools?

Supv Scarborough: If we are having the same contractor, do both pools --

Supv Berube: Yeah. We got to have two separate contracts.

Supv Kramer: We will do separate contracts and we're not going to close down, at least I don't plan on closing down both pools at the same time. But in our approval, we can approve anything we like now and -- So, I would ask the Board's approval to go with SPIES Pools for a not to exceed for both pools of a hundred thousand dollars and we'll negotiate that contract out for the work to be done this winter.

<p>On MOTION by Supv Kassel and Second by Supv Leet, with all in favor, Counsel and Chairwoman to negotiate a contract with SPIES for renovation of the Ashley Park Pool and the Swim Club Pool with a not to exceed of \$100,000.00 was Approved unanimously.</p>
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B. DEMAND LETTER TO RESIDENT

Supv Kramer: Okay. Next item on the agenda for old business is the demand letter. We have an attorney in the background and Mr. Perez.

Ms. Montagna: The demand letter for tree that was intentionally damaged by the resident that --

Supv Scarborough: Again?

Mr. Qualls: We're just looking for guidance, what the Board wants us to do, or at least from my standpoint.

Supv Kramer: We had the tree evaluated, since nobody else is speaking up here.

Supv Kassel: This is a tree that's on the corner of Button Bush loop. And it's on the south corner of Button Bush loop and Cat Brier.

Supv Kramer: Correct.

Mr. Perez: I can speak on that. We had a certified arborist that specializes in Risk Assessments visit this address and put a certified assessment on it. And there is in the agenda, on page 209, there's a very thorough detailed report for what he found with the tree. And he gave some options. The first is to remove the main branch over the road to balance the canopy, but this would've reduced a need for healing the wound. Second option is to stake or guy the tree but that would require the use of private property not owned by the CDD, and the third option is basically to remove and replace the tree with a different species to promote diversity. So, the biggest issue with this tree in his assessment is not so much the amount of limbs and canopy removed. It's more, there's one cut that was made in the picture that you all see, that did damage. It's going to impact the long-term health of that tree and the instability of that tree in a severe storm, which could increase the liability of that tree falling or failing in the future. Unfortunately, this arborist or whatever arborist comes out, there's no guarantee.

Supv Kramer: There is no crystal ball.

Mr. Perez: There's no timetable to say how soon the tree will go. And I think that's stated in his report as well. So basically, we need the Board to discuss what option they want to move forward with. The reason that he's recommending a different species of tree is to promote diversity because if you look down Cat Brier, there's a lot of live oak trees that are already there. And over time when these trees are first planted, their roots have not fused together or made contact with each other. But now that they're at this point of maturity, the roots have now intertwined and can fuse together or graft together. And if there is a disease like sudden oak death that does impact one tree, well it's impacting all of them down the street. So, he's trying to recommend a different species to eliminate and alleviate that potential for something like that, eliminating a lot of trees down the road on Cat Brier if that makes sense.

Supv Scarborough: Overall it does make sense, but what does these options have to do with the demand for to the homeowner? The demand letter, I mean.

Supv Kramer: One, we have to make a decision on..., on what option. If we're going to leave it there, then the cost to the homeowner will be different. What we have for everyone out there. I don't know if you can put the picture of the tree up or not, Dan. But basically, our attorney..., which is very accurate, these trees are owned by the Community Development District. All of you all own all of these trees. And one of the things that makes Harmony so special is all of our trees. The tree itself was cut. It was singed slightly in a furniture trailer fire. It was determined that there was no injury to the tree, the tree would fully recover but the homeowner took it upon himself to cut off approximately a third of the canopy of the tree. And this is what the tree looks like now. If you go by that location, they cut off major limbs on it, which destabilizes it. They cut a cut that goes parallel to the ground, which seriously damages the tree. And there's concern that it can be a liability and can come down. And if it does come down, it won't go towards the homes it will go down across the street and it would be a major problem for the CDD if it went down and someone's car or truck was there and someone got severely injured. So, the question is, the homeowner that had this work done is liable just as if they've gone into one of our bath houses and knocked down a bathroom stall or something. By going out and damaging part of the CDD ownership. So that's where we are now is trying to decide what action we need to do and the action we choose then affects the amount of payment we're looking to the homeowner for to make that right. There's no reason that every resident in Harmony should bear the burden of making this repair since it was done by one homeowner. So that is where we are right now.

Supv Kassel: None of the options are fabulous.

Supv Berube: I think that the fact of the matter is we know what happened, it's documented, we have all of the information. When you look at the tree, except for the missing limbs, it fits in with the rest of the trees on the street. It's thriving, it's....

Supv Kramer: It's ugly.

Supv Berube: Well, I agree with you.

Supv Kramer: It's not going to spring back.

Supv Scarborough: Well, I would say I agree. Aesthetically, that's a shame to do that to that tree, for sure. But trees are pretty resilient. I've seen them completely fall over flat and still grow. So, I don't know that this is... Everything long term is just pure speculation at this point. So, I don't know that it's fair to try to go after a homeowner for... How do we assess this amount of damage to a homeowner? I don't think it would be fair to charge him, to take out an entire live oak tree and replace it with something comparable. The tree's not dead.

Supv Berube: And you're not going to replace it with something comparable, you're going to put it in something smaller.

Supv Scarborough: Yeah. A four or six inch caliper.

Supv Kramer: Excuse me, unfortunately, this is all at the Board. I appreciate that you all want to interject but we'll never get through this agenda if we go down that road. The cost, that would be... would not be for replacing a like-kind tree. We've already said that; one, we can't do that, it's not feasible. And the second, we're not charging him for the whole value of the tree. So, the final charge when added up with the cost from the certified arborist and all the cost for the tree removal and everything, which is what he wanted to do, his whole point was to remove that tree. He was stopped halfway through what he intended to do. So, I'm at a quandary because I'd rather not give him what he wanted, which was removing the tree. But I think it's the only, unfortunately, responsible way to go. We can't leave that tree there to end up being a liability for our community because that liability could be huge. And I don't know that anybody wants to take a chance on that.

Supv Berube: Several thousand other trees that are all a liability. Hurricane comes through, you can't tell what's going down. Maybe that one goes over, maybe it doesn't. It may stand up and all the others get down.

Supv Leet: Well, if the other trees fall down, we don't have documentation of, hey we knew something happened to this tree and we chose to take no action.

Supv Kassel: My quandary is that there are other trees in the community that have been butchered a bit by other homeowners that weren't caught in the middle of doing that work to the tree. They brought in some tree trimming organization and a number... There were a couple of places in the community, two, three houses in a row, where they went in together to have their trees trimmed and so the whole house side of the tree is missing. On the one hand I don't want to let this go, but on the other hand we need to be consistent in our treatment. We caught this guy in the midst of it, but we didn't catch these other people, and those trees may not be as much of a liability, but we need to have kind of an even-handed approach.

Supv Kramer: Yeah, the only difference with those trees is that those limbs were growing toward their house. This, they took down the limbs, not just growing towards his house, but the ones that are growing... So, they basically sheared off all of the limbs that they had no legal right. The other homeowners had at least the legal right to cut up to their property line. Some came further than their property line and I agree with that. But I think this is a different situation.

Supv Berube: He only took off one limb that was growing parallel to the road. Everything else was facing that side.

Supv Kramer: No. The one where the vertical cut is.

Supv Berube: That's 45 degrees off the angle, but whatever. That doesn't matter.

Supv Kramer: That one is actually growing, the bottom one was growing actually over the street itself. So, I don't know. If you want to give him a pass, the Board can give him a pass. I think it's pretty egregious when he was specifically told not to cut on the tree.

Supv Scarborough: Well, he's already into it for the arborist at minimum, right?

Supv Kramer: What do you mean?

Supv Scarborough: So, I mean, we had an Arborist come out so he should pay for that.

Ms. Montagna: We should bill him for the arborist.

Supv Scarborough: I agree.

Supv Kramer: I think we should bill him.

Supv Scarborough: I don't know that you're further ahead by taking this out and replacing it with something different as opposed to just letting this thing attempt to come back on its own. I don't know that you replace it with a six inch caliper. It's going to be way out of place to take years to catch up.

Supv Kramer: It will.

Supv Kassel: We have lots of those --

Supv Scarborough: We do, we do - I have just seen trees come back.

Supv Kramer: So, what is the will of the Board? Do I hear a motion as to whether to leave it and bill him for the arborist work or for whatever work we need to do? I want to hear from the Board.

Supv Berube: Two pieces. I move that we send him a letter requesting payment of our cost up to date for the inspections. I think there were two, maybe one or two that we paid for. And also putting him on notice that we're going to monitor this into the reasonable future for the tree's decline and if it goes over, something breaks, and we're going to hold them responsible at that point. But I think that's what the letter should say we're going request that he pays our costs so far for the inspection.

Ms. Montagna: Just to clarify, the motion is, send a letter requesting payment for arborist bill and place him on notice for future issues with the tree?

Supv Berube: Yes.

Supv Kassel: So, I'd like to ask our attorney whether that will fly. In other words, is there some kind of statute of limitations?

Supv Kramer: Let me do one thing very quickly. I need a second before we go in further discussion. I have a motion to second.

Supv Scarborough: Second.

Mr. Qualls: There is a statute of limitations, but I would think five years is what it is. I'll double check to confirm that.

Supv Kassel: And how long do we want to give it? 24 months?

Supv Scarborough: That seems reasonable.

Supv Kramer: Then he will be legally responsible so if --

Supv Kassel: To replace at these costs that we have in the agenda, which is \$9,760, it's on agenda page 211. By the way, folks, this agenda was 617 pages long.

Supv Kramer: \$9,760.00.

Ms. Montagna: So, to add to your motion, it was for future issues with trees for two years at the cost listed below, which is \$9760.00.

Supv Kassel: Two years from now.

Mr. Qualls: I'll get right on it. I got it, I'll get with DM.

Supv Kramer: If it comes down, he'll be liable for any damages that it may cause.

Supv Berube: Yeah. He's on notice.

On MOTION by **Supv Berube**, Seconded by **Supv Scarborough**, with all in favor, Counsel will draft and send a demand letter to the resident that cut the CDD tree. The letter will state the damages, demand payment for the Arborist bill for \$200 and place him on notice that he will be responsible for two years regarding the health of the tree. If something happens within those two years, the resident will incur the costs for any damages and be responsible for the cost of \$9,760.00 for the District to remove and replace the tree.

C. BUCK LAKE COMMITTEE

Supv Kramer: The next item on our agenda is Buck Lake, the Buck Lake committee. We just had a meeting, I'll go very, very quickly for you, if we can all stay on this agenda item. One thing we need to do is, because Harmony West CDD owns the lake, I think it would behoove us and our relationship with them to add them to our liability waiver for people who are going out on the lake and using the lake. So, if I hear no objections to that, we can go ahead and add that. Biotech came up with a lake management plan, it's in your package. I would ask that the board would approve that tonight, it's very scant. I did try and get them to beef it up and they did beef it up a bit by including torpedo grass in the plants to be controlled. We were going to put water quality monitoring in, but the Harmony West board shot that down. So, I reached out to Lake Watch and we are under their water quality monitoring so we will have that separate from this particular plan, but we will have water quality monitoring, which has been ongoing for about a year now.

And I'll bring those results to the board at a later date. So, I would ask the board to approve the Buck Lake Joint Management Plan between Harmony CDD and Harmony West CDD. I'll make that a motion.

Supv Kassel: I just want some clarity because it wasn't exactly clear to me what was being requested of this CDD and this was back from July and it sounded like they were requesting our approval of the minutes rather than requesting our approval of having Biotech perform the lake management.

Supv Kramer: They were, in July, but we had a more recent meeting in October and out of that meeting, we don't have the minutes for you yet, but out of that meeting, what I'm bringing forward to us is they would like our approval of the Lake Management Plan. If you want to wait for next meeting, we can do that but that's what they're asking for now. Also, we dealt with the policies, they have adopted, or are planning on adopting all the policies that were approved, which basically mimic all of our policies. And also, the annual maintenance contract and I have good news on that front to if you want me to go ahead with that. Would you like to do this all as one package?

Supv Kassel: Well, I'm just trying to understand what's being requested of as a Board.

Supv Kramer: I'll go over it carefully. They're asking for us to approve the Buck Lake Management Plan as presented in your Board package.

Supv Kassel: Which is to have Biotech?

Supv Kramer: No, the Lake Management Plan just shows what Biotech drafted up, talking about the different invasive species, the water hyacinth, the....

Supv Kassel: Torpedo grass.

Supv Kramer: Torpedo grass. And in this package, they also call out the Old World Climbing Fern that is right there on the lakeshore, so they call all that out and that is-, and they don't specify who will manage that, but --

Supv Kassel: Is that all that they are asking of us?

Supv Kramer: Well, no. The second thing they're asking of us is to adopt the policies that the committee came up with. And again, we pretty much have those policies in place. The big onus is who's going to be on them to adopt the policies, but all of the policies that were in your Board packet is what we as a committee jointly agreed to take back to our Boards and say, please approve these policies. We had a head start because we drafted them first, they took ours and pretty much ran with it, we just adjusted. There was a boat length of 18 feet, which we bump up to 20 since we already had 20 foot boats on water, but no gasoline powered engines, no high powered engines. Everything that Harmony already has. Tuesday is the day of rest for the lake and all that's in those policies. They're also asking that we approve entering into a contract with Biotech and again, we don't, the Harmony CDD does not enter into that contract, Harmony West does. And Harmony West, the board is already approved, we have for the past year been paying for the maintenance for the lake. So, I negotiated with them and we were able to come to agreement that they would forgo the initial treatment, which our share would be 50% of \$3,500 and the full year of treatment for FY 2022. So basically, they will foot the entire bill for the initial treatment and a full year's worth of treatment in recognition of our past year of treatment of Buck Lake.

Supv Kassel: But, with biotech?

Supv Kramer: Yes, Biotech. To them that was not negotiable.

Supv Berube: So, in effect, they're calling the shots?

Supv Kramer: Yeah, that's what we did when we lost the lake.

Supv Berube: And we're paying half?

Supv Kramer: No, we're not paying half this year. I negotiated where we --

Supv Berube: Well yeah, we had a trade off because we did lake maintenance for a while.

Supv Kramer: Yeah, but it didn't cost nearly as much.

Supv Berube: Yeah, I understand.

Supv Kramer: I had them reword the management and monthly maintenance to include that it would be Buck Lake, they're treating all of Buck Lake and the associated areas on the lake shore that can be reached from a boat including our side of the lake shore. And they will also be treating that for old world climbing fern. So that really is quite a deal for us because trying to get down to that old world climbing fern that is on the marsh side shoreline of the lake is very, very difficult for our crew, so they will be doing it from a boat for the next year at no cost us.

Supv Kassel: So just to be succinct, you're asking us to approve the Lake Management Plan, the Policies that they're proposing that are essentially the same policies we have and the contract, the agreement that we have that they contract with Biotech and we don't pay for the initial contract or the first annual?

Supv Kramer: That's correct.

Supv Kassel: So moved.

Ms. Montagna: Are you doing all three of those in one motion?

Supv Kramer: All of them in one motion. All three, correct. Management Plan, Policies, Annual maintenance contract with them paying a hundred percent for initial and first year.

On MOTION by **Supv Kassel**, Seconded by **Supv Leet**, with all in favor, the Buck Lake Management Plan, Buck Lake Policies, and the initial FY 2022 treatment by Bio-Tech with Harmony West paying 100% of cost were approved and adopted by the Board.

D. REPAIR OF GARDEN ROAD

Supv Kramer: The next item on the agenda is a repair of the Garden Road. It is also under the Engineer's Report but was put here since it may take action.

Mr. Hamstra: Last meeting, we talked about doing some improvements to Garden Road to make it more structurally stable, not have the continued potholes and when I threw out the cost estimate of \$335,000, I think the Board thought it was nuts. So, we went back to the drawing board to look at replacing the existing road with what they call recycled concrete aggregate. Basically, it looks like small gravel, 15 inches thick. Osceola County has accepted that as a replacement for the road, Florida gas transmission has accepted that as a replacement for the road and it looks like we're going to get a no permit required from South Florida for that. The only caveat is it's the same alignments and same width, but it's a \$100,000

versus \$335,000 and it's got the same structural strength as your typical subdivision paved road, so I think it'll serve your purpose.

Supv Berube: This would be similar to the stuff that went in under the bridges, but smaller grain?

Mr. Hamstra: 15 inches thick.

Supv Berube: I mean the size of each piece.

Mr. Hamstra: The three agencies have all basically blessed it, with that said as soon as I get the official word from South Florida tomorrow, I need to give Amy Powell of Florida Gas Transmission final plans so she can do the agreement between the CDD and Florida Gas Transmission. With all that said, since everybody was cooperating so much, I would recommend that we don't do the short term fix and we just wait a little bit longer to do the ultimate fix because I hate to have Gerhard put gravel down and regraded only to rip it all up and remove it. So, if the Board is okay with holding off just a little bit longer, we'll solicit bids for the 15 inches, the thick of the rock. And then all agencies are good to go moving forward.

Supv Kassel: So, in the agenda, you had not heard back from the county, but the county has since given you approval?

Mr. Hamstra: Yes. They came full circle and said, *"It's replacing the same alignment and width, and the structural number we gave them, they were okay to treat that as a maintenance issue."*

Supv Kassel: Okay. Thank you.

Mr. Hamstra: They didn't require a full-fledged plan review again.

Supv Kramer: Will we also have to put, for FGT, that small low profile fence and the pull off areas?

Mr. Hamstra: Yes, we have to add it to the plans.

Supv Kassel: So moved.

Supv Kramer: We have it fully planned out. I have a motion. Do I hear a second? Let's get a second. And then we'll go through discussion, any second.

Supv Scarborough: I second.

Supv Kramer: We have a motion and a second.

Supv Berube: Is this just the straight Garden Road or is this turning over to --?

Mr. Hamstra: It's all the way from Five Oaks Drive to the entrance of the RV parking lot, the entire length.

Supv Berube: So, it's the whole distance?

Mr. Hamstra: Yes. With three pull-over areas, if some people are conflicting on coming in and out of there.

Supv Kramer: All the drawings and everything were in the packet.

Supv Kassel: So, when they develop neighborhood M, they're just going to be responsible for repairing whatever they may damage as they develop that neighborhood, right?

Mr. Hamstra: I guess if you let them use that road to access the site, then yes.

Supv Kassel: They are probably not going to be able to avoid it.

Supv Kramer: I'm sorry, I'm missing something. Where's neighborhood M?

Supv Kassel: To the right of Garden Road, on the road to the garden.

Supv Kramer: Oh, okay. I presume they would come up off of Harmony Square Drive for entry road.

Supv Berube: Yeah, but there was another entrance into that area. We could prohibit them from using the brand new road, whatever the equipment.

Supv Scarborough: Absolutely.

Supv Berube: Once that road is down, you can say, you got to repair it all you want.

Supv Kassel: Yeah, but is it our road? It's not our property.

Supv Kramer: It is our property.

Supv Leet: FGT has an easement.

Supv Kassel: They have the easement. Okay.

Supv Kramer: We own, they have an easement.

Supv Berube: Did the square footage include the area around the office trailer and whatnot?

Mr. Hamstra: Yes, one of the pull-offs is in front of Gerhard's trailer and along the side.

Supv Kramer: Along that whole side. David put it all together and got it approved. The speed of this approval is great.

Mr. Hamstra: The County was very cooperative.

Supv Kramer: Never seen anything like it before.

<p>On MOTION by Supv Kassel, Seconded by Supv Scarborough, with all in favor, the Engineer is approved to proceed in getting bids for the repair of the Garden Road using concrete fines per the provided drawings.</p>

E. STEVE BERUBE COMMENTS

Supv Kramer: All right. The next item on the old business is Steve Berube. I have no idea what this is, I saw no backup --

Supv Berube: I asked the District Manager to table this until next month.

Supv Kramer: Okay. This item has been tabled until next month.

SIXTH ORDER OF BUSINESS

NEW BUSINESS

Supv Kramer: So, our next item we are moving into New Business.

A. HARMONY COVE

Supv Kramer: First up is Harmony Cove. I understand that we have a 10th Amendment of our drainage easement. We have a blanket drainage easement that originally was over all Harmony. As neighborhoods come on and development takes place, that blanket drainage easement piece for that development is taken out and replaced by a more custom form of drainage easement. That's where we are today. We are removing, through this Tenth Amendment, a portion of property adjacent to the town home/condominiums and also asking to approve a new drainage easement that goes over a large pipe that connects the main front storm water pond through to where the Brownies repair was and then to the golf course pond. Interconnects those. It's currently in place, it's a concrete pipe as was indicated by the developer's assessments. And if it's not, they're going to put a concrete pipe in, right? Okay. Do you have anything to say, Mr. Boyd?

Mr. Boyd: I'm just here just as a representative of the developer to answer any questions you might have about it.

Supv Kramer: So that's what's before us, all the information was in the packet. There have been some minor legal changes, a change, the original one talked about an appurtenant easement, it needs to be a gross easement. Basically, what that is, is the gross easement rides with the entity, like a utility or in our case, the CDD. So, no matter what lands the CDD owns or doesn't own, this easement will still remain in place with the CDD instead of the other way around. It's been legally reviewed, any questions about these two?

Supv Berube: My question is for Mr. Boyd, you've been around here for a long time and from what I understand, this is a minor and routine restatement of the easement in question. For my edification, what's the minor and routine restatement of the easement? What are we gaining or losing here in the specificity of it?

Mr. Boyd: Certainly. So, there's two easement documents in the agenda that-- come up front, okay. There are two documents, one is the 10th amendment, which is releasing what's in the blanket easement today, which is the yellow portion of property, you see, there... It's about four and a half acres immediately east of Ashley Park. That's what's left in the blanket easement of that Town Center area.

Supv Berube: To that point, is that what we know as A2?

Mr. Boyd: Yes. That is A2, correct.

Supv Kassel: But it's part of A2, it's not all of A2. Or is it all of A2?

Mr. Boyd: It's really what used to be called A2? Yes. The rest is called TC and, I don't remember the numbers there are, the rest of its TC. So that's the first part, is releasing that area from the blanket drain easement, the same way you've done nine times before with plats that come in. This time it's being done outside of an actual plat. The other thing that you're getting here, which typically nothing's being given to the CDD at these times, but prior to the developer, there were some questions about when that was released, but the area that's being granted an easement to the CDD is an area that the CDD needs an easement over. And so, we were basically asking for a release of the area there, which is just a remnant of the old blanket easement that's serving their purpose. But, at the same time, to grant the CDD an easement over infrastructure that's already existing, gives you the right to maintain it, not the obligation to maintain it.

Supv Kassel: So, I'm still confused, was this part of the old — You are too?

Supv Berube: Well, I understand what's being done and it's been done before, and I guess there's really no change other than we're lifting it out of a big package and making a specific easement for this piece of property.

Supv Kassel: But I don't understand why. Why would we go through that?

Mr. Boyd: There's two parts, the release is something that happens routinely so that you can develop. You can't put a home or any building on top of these easements. So the blanket easement was created in the beginning because the CDD, to go in and build upon and build the roads and build the underground pipes, they needed to access the entire private property. So the original developer granted the CDD a blanket easement that covered everything. And every time a development comes in, the easement is modified so that buildings can go on certain pieces of land. That's the release. What had happened is, and I apologize for any confusion I created earlier about this issue when I was still district engineer. The existing pond, I had always understood you still had an easement over it, but it turns out that it was released in the very first amendment that was filed because the land just immediately west of the Town Center was platted, even though it was never developed, it was included in a plat, it's called Tract X. And when that happened, it was automatically released from the easement. So that pond needs an easement over it for the CDD. So that's what we're attempting to do today is to release the easement that is of no consequence and grant you an easement over what is of consequence.

Supv Kramer: Also, across a long pipe that is underground that runs from that front pond all the way across to the diverter box. My understanding, we don't have an easement over that right now, either.

Mr. Boyd: That's correct. This was discovered when the title work was done for the new developer.

Supv Kramer: So we would have the difficulties maintaining our permit status if we don't have these easements.

Supv Berube: All right. So that answers that question, now let me look at our current Engineer, we'll go from our former engineer to the current engineer. I'm sure you've looked at all this and you're okay with everything? There's no detriment to the community here by doing this?

Mr. Hamstra: I won't speak legally, but from a maintenance point of view, it's what is needed to properly maintain your pond, pipes, and everything that's within that utility corridor.

Supv Berube: Good answer. Thank you. Counsel, you agree?

Mr. Qualls: I have reviewed the documents from the legal point of view and my concern had to do with the classification of the easement running with the land. It was initially treated as a, what I would call a more typical easement, where you have two adjacent properties and this property owner needs to gain access to this other property. What happens there though is, those easements run with the land and they're designed for adjacent properties. The District does not own any property around this area, so this is more akin to an easement a utility company would have to maintain power lines and it inures to the benefit of the holder, that's the CDD, not the benefit of the land so to speak since the CDD doesn't own that land. So, from that standpoint, it was good to address that and get that taken care of.

Supv Berube: In effect, it makes us a utility company, so we can access our utilities, which is that drainage system under the land storm.

Mr. Qualls: Yeah, I would say that it allows the District to properly maintain District storm water infrastructure.

Supv Berube: Okay. Sidenote for the District manager, legal counsel, and the engineer, when Sunterra bought from Starwood, there was a true-up agreement done in 2017, two pieces of that and it includes A2. There's a \$220,000 debt due when A2 gets platted as a result of that true-up agreement. I don't know who owns it, but when that A2, and that's why I asked is that A2, when either M or A2 gets platted, somebody owes \$220,000 in debt payment money. And if you go back to 2017, you'll find the documents for that.

Ms. Montagna: We are looking into it; I think we've been on email chain about that.

On MOTION by **Supv Kramer**, seconded by **Supv Leet**, with all in favor, the Drainage Easement and 10th Amendment are approved regarding Harmony Cove.

B. CONSIDERATION OF 2021 AUDIT ENGAGEMENT LETTER

Supv Kramer: Okay the next item under new business is the audit engagement letter, Burger, Tombs, Elams, Gaines, and Frank for a Not To Exceed at \$4,400.

Supv Berube: Move to approve.

Supv Kassel: Second.

On MOTION by **Supv Berube**, seconded by **Supv Kassel**, with all in favor, the audit engagement letter with Booger Tombs is approved.

C. SECURITY OF RV VEHICLE STORAGE FACILITY

Supv Kramer: Move on to the next, security of RV storage lot. I had no backup, and nobody identified on this one.

Supv Kassel: Recently we had somebody tell us about a security issue with the RV parking and so I just didn't want it to go unaddressed. I just wanted to know if there's any plan.

Supv Berube: As you probably remember from the last meeting, I was appointed to liaison to determine what we're going to do about that fence. Myself, District Engineer, and District Counsel have been going back and forth on the most expeditious way of either recovering our money or getting that fence put up. As it turns out, our engineer still has to go back to the county, but we feel that the best thing to do is put up that fence as contracted, which should be okay as it was originally designed. So, as I understand it, Mr. Engineer is going to go to the county, make sure we're good to go with that, get it permitted and then we will bring that contract forward and have Straight Line Fence put up that fence, which will secure that facility 90%. Now as the, the road gets improved and the site plan gets further refined by the county, we're going to have to move some existing fence, which won't affect what we're doing right now. Some existing fence will have to come closer to the field services area, the trailer, and enclose those Conex boxes that are

there, but that'll be a separate piece and we'll decide what we do for further security at that time, maybe a key card system or whatever. But right now, as soon as Mr. Hamstra can get this permitted, we anticipate asking Straight Line to come in and put up the fence per the contract. And that should clear up that mess.

Supv Kramer: Right. And they're holding firm on the contract?

Supv Berube: We think so, at the moment. What are we going to do? But we needed a plan before we go back to the contractor and say, "*Hey, we want our money back.*" Right?

Supv Kramer: Right.

Supv Kassel: It doesn't address the concerns of the resident who brought this to our attention. So, the concerns were that people open that gate and leave it open. So, they come, they leave, they open the gate, they leave the gate open. There's no camera or anything, as we may have in other areas of the community. There's no security for the vehicles that are inside. There may be a gate, but that doesn't mean it's going to be closed.

Supv Berube: Well, for most of each day, we have Field Services personnel within a hundred feet of that gate and they can look at it. And if that gate is open, it's pretty easy for a Field Services guy to go over there, close the gate, put a lock on.

Supv Kassel: If there's going to be vandalism you think it's going to happen during the day when there are cars right there?

Supv Berube: Well, I understand that, but how far do you go? Even if you had a camera, you can't see it at night.

Supv Kramer: There is a Camera out there and this goes back to our security cameras, is that... it used to be on the light pole there, right at the gate.

Mr. van der Snel: That's a deer camera and motion activated right? Yeah motion. I tried that and it only works for a day because there's so much motion there that it fills up very quickly. And then you would have to change it out every day. You'd have to format the card every day.

Supv Kramer: Is that the one that the Sheriff's office reviewed?

Mr. van der Snel: No, that was the one that was actually in my trailer. So around... around CDD trailer there's cameras. However, it only shows how far a vehicle goes in, but it doesn't show what the vehicle does inside the RV lot, I mean, once they're in, who knows what they do. If you want to have a tight security with cameras, you have to first of all, get power there and have... You could try with solar power, and then you have to have night vision cameras with motion. And that even if, then you still don't really know who does it. You have a person on camera --

Supv Berube: Here's suggestion, short term we're going to ask Field Services to keep that gate closed and locked routinely, because they're there all day, right? Doesn't fix the nighttime problem. The slightly longer term is, once we get the site plan approved by the county, we're going to have to redo the gates in there anyway. And it's probably going to be a 10 or 12 foot wide gate, probably going to need a roller and probably be electrically activated. So, we can put in a gate, an automatic gate, we're going to put one in anyway, right? Probably key code activated, open the gate, 30 seconds, the gate closes behind. When whoever went in, wants to come out, slide a key card again, to get out. Now you're going to know who is coming in and who is going out.

Supv Kassel: That's what I'm asking for.

Supv Berube: I mean, we're going to put on a gate anyway. It's just a matter of a slightly fancier gate that closes. And that does it.

Supv Leet: And if there's power for that, then camera could also have power.

Supv Berube: And if I remember right where that gate's going to go, there is power pretty close.

Mr. van der Snel: There is power. That's no problem.

Supv Berube: So we don't have to run a power wire to run the gate and a camera.

Supv Kramer: This will be included in the site planning and the future fence install?

Mr. Hamstra: There's two parts of this, we're going to do the Straight Line fence as quickly as possible to secure the site. We're doing a long term site planning improvements that I work with Gerhard and Brett on, vehicle parking, vehicle movements, whether we put some minimal electricity out there and we'll get with a fancy gate so it closes within 30 seconds and --

Supv Berube: The site plan that Mr. Boyd did initially should show the new line of where that gate's intended to go and the county wanted a 10 foot landscape area in front of it. We hadn't planned on what kind of gate we were going to put in at that time. We're thinking swinging gates, but those were impractical for this reason. So, I'm going to put a gate therein, put it on a roller.

Supv Kassel: Will a rolling gate work consistently well overtime on top of concrete fines?

Mr. Hamstra: We may have to put a concrete strip where the wheels are, so it doesn't get rotted out, and you may still have somebody who's impatient, they hit or bump it because they want to get out sooner than, but we'll do the best we can with something that's more robust and safer.

D. DISCUSSION OF SIDEWALK PRESSURE WASHING

Supv Kramer: Item D, discussion of sidewalk pressure washing.

Supv Kassel: These are all from resident requests. That's why I brought them forward. So, we used to be doing regular sidewalk washing and I don't know if we still are. There are areas that apparently are quite black and slippery when wet. Are we still doing sidewalk pressure washing?

Mr. van der Snel: Yes, we did last week and we're actually doing it this week. The pressure washer was broke, so we have to put a new start motor on it, but they're working on it now. The Lakes, the East Five Oaks where the most black spots were, are actually finalized today on this side because they were black spots and we've been working on it today and this week, but we are doing the Boulevards, the boardwalks. So, the press washing, it's going to be in the schedule every week from now on.

Supv Kassel: The pressure washing of all the CDD sidewalks.

Mr. van der Snel: Also in front of the residence homes.

Supv Kassel: Yes. That's what I mean, all CDD sidewalks.

Supv Kramer: Right. That's underway.

E. DISCUSSION OF SECURITY/RULES/ENFORCEMENT FOR THE DOG PARK

Supv Kramer: We're moving on. Discussion of security rules and enforcement for the dog park.

Supv Kassel: Building on what Ms. Tobey presented earlier, we have boats and we have pools and we have some kind of enforcement. We have enforced our rules in those locations in the past, whether it's, if somebody brings alcohol in a boat, they may get their privileges revoked for a period of time. And if they're repeat offenders, they could permanently have their privileges revoked. Same with the pools. If there are repeated violations, they can have their privileges revoked. Why shouldn't we do that with the dog parks?

Supv Scarborough: Well, the delineated difference is because we have key card access to those locations. We have that enforcement option. The parks are public. I mean, anybody can use them. They do have a fence, but they're not access controlled.

Supv Kassel: We can regulate, not restrict.

Supv Kramer: We can go ahead and add the key card access?

Supv Kassel: I inquired with Gerhard about that. That's a very expensive a proposition.

Mr. van der Snel: I had TEM visit the site and a rough estimate will be \$30,000 because there has to be trenching done from all the way from the back also to the pavilion. So, the pavilion's going to be the central point. All the gates will have the 600-pound magnets and they all need power. So, we are dealing with Wi-Fi for the card recognition for the readers. However, the magnets need power. And then comes the trenching in and then comes to the electrician in.

Supv Kassel: And that's \$30,000 for all the dog parks, or just one?

Supv Kramer: Just that one. Let me ask you. We've got two entry boxes for each of the parks there.

Supv Kassel: We have a total of six.

Supv Kramer: We've already secured the maintenance gates. That's not costing us anything. Do we have to keep both boxes on both sections of that dog park open? Can we chain off and lock one of them and only put the key car to access at the ones closest to the pavilion. And would that significantly drop that cost?

Mr. van der Snel: Definitely.

Supv Kramer: Because we don't have that extensive of trenching.

Mr. van der Snel: Definitely.

Supv Kassel: I don't know that people are going to be happy coming in all the way from Schoolhouse Road to the entry. I mean, it's a good 600 feet at least maybe 800 feet.

Supv Kramer: I do it all the time. I never use the back entry box.

Supv Berube: There's X amount of people who drive their car over.

Supv Kassel: All right. We have a lot of people here. What do you think?

Kim Tobey: Can I address something that I heard mentioned? I thought someone stated that this is a public park.

Supv Kassel: Well, all CDD property is public, but we can regulate access, but we can't restrict access.

Kim Tobey: So, it says access to the dog park is limited to Harmony residents and annual pass holders.

Supv Kassel: It is, but there's no enforcement.

Supv Kramer: There's no enforcement without the gate key card.

Kim Tobey: That's not true. The sign is wrong because that's posted there.

Supv Scarborough: It's true, but like you said, there's no enforcement.

Supv Kramer: We just need the key card access.

Supv Kassel: If we had the key card access, then we could do that. A question for me is essentially, all of this has come up because of one particular owner.

Supv Scarborough: That was my point.

Supv Kassel: To spend even \$15,000 to protect the dog parks because of one particular owner seems excessive. But then we're also thinking longer-term about, I mean, there are times where people from here, there, and everywhere, especially during the holiday.

Supv Scarborough: But then, again, even all the stuff that we're discussing, even if that were in place that wouldn't necessarily have prevented that incident.

Supv Kassel: No, it wouldn't have prevented the incident, but we could revoke his privileges.

Supv Scarborough: Yeah. But after the fact... It's a tough spot to be in.

Supv Kramer: I hate to draw this out more, but the \$30,000 is a huge hit, but if you would consider closing off two of the entry boxes, consolidating those two, putting key cards on those, we could have Gerhard go back and get a revised estimate and deal with this in the next meeting.

Supv Kassel: Let's find out what it costs, and then we can table the ongoing discussion.

Mr. Perez: Can I ask the question to the Board for consideration too? I have seen dog parks that are also divided in half, whereas small dogs on one side and large dogs on the other. You have that capability, even with the new dog parks, that you have two boxes to enter to where potentially we could do a change order to add a fence dividing it right down the middle.

Supv Kassel: But we would still pay more because there are two access points.

Supv Kramer: We still couldn't enforce against a dangerous dog.

Mr. Perez: I understand. I'm just making a point where it may be separates smaller dogs stay in one side of it, and larger dogs, the other.

Supv Berube: To your point, you already have two parks. One's a small dog park. One's a large dog park.

Supv Kassel: That's more been about the size of the park than the dog.

Supv Berube: I understand.

Supv Kramer: We could do that without adding another fence. If we wanted to designate the smaller one for small dogs. But I don't know that that would resolve the issue.

Supv Kassel: That's not practical. It's not practical anyway. If you go to the small dog park with a small dog, and there's another small dog in there, you don't know, and you're not feel you comes barking at your dog at the gate. You're going to want to go to the big dog park. If nobody's in there and vice versa. That's the reason the big dog park with the big dog... You have a big dog, but you don't like what that dog looks like, you want to go in the small park. It's impractical.

Supv Scarborough: I've been here for 11 years now. And I have heard of a few minor incidences, but they're not reoccurring. They're one-offs, but this one seems to be reoccurring.

Supv Kassel: He has not been coming to the dog park with his dogs.

Supv Kramer: He specifically stated that he did not want his access to the dog park and that was a priority because he wants to continue coming to the dog park.

Supv Kassel: Well, that brings me to my second point about the dog park and access, which is, I guess, we can go over this now, David. I had requested, and this is what Kim was talking about with the green, yellow, red that I had talked about this many years ago. You'll remember, Steve, I talked about this sort of a flag system where people, when they bring their dog in, they could indicate whether the dog is friendly with all dogs or friendly with some dogs, but not all dogs or enter at your own risk because this is not a dog that gets along with other dogs. And I asked David to see what he could come up with regarding such a system.

Mr. Hamstra: So, I'll be honest. I asked some of my coworkers who are huge dog lovers and it all boils down to human behavior. I have a dog, German shepherd and my coworkers all have dogs, and the people who seem to have an aggressive dog don't think their dog is aggressive. They don't take ownership of it. And so to ask them to be honest and flip the tab or do something, I think it's going to break down. I'm just being honest. I like the card better if there's a cheaper way to get it because then you could restrict it if there's another event. But I think the other thing just falls back and just lousy human behavior about how they view themselves, their dogs.

Supv Berube: This is an ongoing problem. This is a people problem. One person in particular.

Supv Kassel: I think we're good for now. We're going to have Gerhard get an estimate for three gates instead of six gates.

Kim Tobey: Can I ask one question? You mentioned about restriction with this card. I think I heard you saying we can't tell that he can't enter, but he may be restricted. When will he be restricted? Will he ever be? Will the dog have to be deemed aggressive by adding services?

Supv Kramer: No, we have our rules and the rules will be enforced and the enforcement will be cutting off the privileges for that particular pass holder whose animal violates them.

Supv Kassel: So, we haven't done anything about this. So, we could vote --

Supv Kramer: Do we have a motion?

Supv Kassel: Let me just say, we could say that we want to revoke that person's privileges for a period of time or permanently because of the past behavior of the dogs and the owner. And even though we don't have the enforcement of the key cards, we still have that revocation in place. We can't enforce it, but we have the revocation in place.

Supv Leet: We need to address that sometime in the future even when we get the key cards in place.

Supv Kassel: We could, tonight, decide that we want to revoke this person's privileges for a period of time. You want me to make a motion? Is that what you're asking for?

Supv Kramer: If you would like to. That would be great.

Supv Kassel: Before I do that, I'd like to hear from other Board members about the period of time of revocation, do we make it six months, do we make it permanent? All dog parks?

Supv Berube: How do you revoke his privileges.

Supv Kassel: You don't have enforcement yet with the key card system.

Ms. Montagna: You can send him a letter and say, "*You have broken these particular rules of our dog park. And we are putting you on a X amount suspension*", or however it needs to be worded.

Supv Kramer: I spoke to him today and he said that he had mentioned that both of his dogs... Neither dog, he states, has attacked twice, which is required by statute to be declared a dangerous dog. But he did state that each of his two dogs have attacked. He has two dogs that have violated our code. I have a motion on the table.

Supv Kassel: The motion isn't clear yet because I would like some feedback from the Board members about the length of time of this revocation.

Supv Berube: Permanent.

Supv Kramer: I would say permanent with these particular dogs.

Supv Kassel: So moved.

Ms. Montagna: I don't think you can do permanent.

Mr. Qualls: I'll try to explain this. So, what the CD does is maintains the infrastructure, the fences, the facilities, okay. The CDD falls under the jurisdiction of the county when it comes to regulating the behavior. So, if you make your motion to revoke subject to conferring with the county jurisdiction and animal control and legal review, then we can figure out the best way to do it. But we will want to coordinate with the county because the county has the jurisdiction.

Supv Kassel: So moved, but for the period of time, are we still saying permanent? Can we do permanent or can we not?

Mr. Qualls: Subject to review.

Supv Kassel: Permanent, subject to review. So, moved. Thank you.

Supv Kramer: Do I hear a second? I have a motion on the floor.

Supv Scarborough: I'll second right now for discussion.

Supv Kassel: To revoke the privileges permanently subject to the county and legal review.

Supv Scarborough: My concern is then what does he do, and I don't care what he does. That's not my concern. My concern is whatever he does. Does that cause even more problems?

Supv Berube: We are putting in a rule that we have no enforcement on. Then what do we do?

Supv Scarborough: My concern is not with him or his dogs. My concern is what problem does that create for other residents and their animals if he's not able to have his dog. If he's in the dog park and his dogs are the only ones there, they can't possibly harm anybody else's dogs. It's only if there's another dog there. If he's walking his dogs and comes in contact with another dog, that's still on a leash, what happens?

Supv Kassel: Well, it's his responsibility.

Supv Scarborough: I get that. That's okay.

Unidentified Resident: People with dogs like that, don't take responsibility.

Supv Scarborough: I know that.

Supv Berube: How many times are you going to do this with this guy?

Supv Scarborough: But we're not law enforcement. We're not civil authorities.

Supv Kramer: I need to call the meeting to order. We can't control what happens when somebody's walking down the street with their dog on a leash, we can control our property. We can control access to our property. And that's what we've got before us at this time.

Supv Kassel: Mr. Attorney, there are signs posted at the dog parks. If there's a disturbance, please call the Sheriff's office. If we send him a letter saying that his privileges are revoked with these dogs at the dog parks and that if he enters the dog parks, he will be trespassing, then we can ask the sheriff to enforce.

Mr. Qualls: Let me just read what the statute says, and we're all playing by the same rules. So, you guys have the ability to operate your facilities for parks and recreation and to adopt and enforce appropriate rules in connection with doing so. But then it goes on to expressly state, you do not have police power. So, this is a question of what kind of rules can you have to regulate your infrastructure, that doesn't get over into the police power. And when you're taking somebody's liberties away, that tends to get closer to that. So, your motion to address this subject to the controlling authorities, I think is the best way to go. Then you'll get some guidance. But see, the rules for the pools are then you can access it, how you behave there. If there's a violation there, you need to enforce that, and you need to enforce it consistently. And I don't know that your rules now address what the penalties are. I would be really hesitant to just revoke it forever. And then you certainly want to give the gentleman ability to come to a meeting and address the subject as well because he has that right under the rules.

Ms. Montagna: And that's pretty typical. If your rights get revoked, then you have to come to a Board meeting and approach the Board to get them back.

Supv Kassel: So where does that leave us?

Supv Berube: Your motion was okay because counsel says subject to further review with the appropriate authorities, which means Sheriff's office and probably going to be animal control.

Supv Kassel: And how does he get to address that with us?

Supv Kramer: He requests the hearings before the Board.

Mr. Qualls: In our letter to him, we would remind him of your existing rule, that a decision is made affecting his substantial interests, and he has the right to request a hearing within X number of days.

On MOTION by **Supv Kassel**, seconded by **Supv Kramer**, with all in favor, the Board revokes Mr. Braverman's privilege to use Harmony's dog parks subject to review by Counsel with Osceola County Sheriff and Animal Control, by which Counsel will draft a letter advising him of same and of his right to request Board review.

Supv Kramer: Oh, and on that last item, can we get the estimates for our next meeting?

Supv Leet: Okay. Do we think solar is an option for the power requirements for that lock? Is that something that could solar and battery versus trenching?

Mr. van der Snel: Yes, but it's probably more costly than trenching. So now the distance is shorter, you don't need to do that much trenching.

Mr. Perez: For clarification, there's only two boxes that you'll need power too.

Mr. van der Snel: Right. For the existing dog park and for the new dog park. Would you like to implement that too because then you have to close out another box for the new dog part too?

Supv Kramer: Yes, and it's a brand-new box.

Mr. van der Snel: There's no power to it.

Supv Kramer: We'll look at a variety.

F. REVIEW OF FLAT FEE FOR LEGAL SERVICES

Supv Kramer: Next item on the agenda. Review of flat fee for legal services. Again, we had instituted a flat fee for legal services in the past. We can take this up now but we have got a lot of reports. We can table this till the next meeting and go over it then.

Supv Berube: Well, to review, it saves money, without a doubt.

Supv Kramer: We will go further over it in the next meeting.

Ms. Montagna: Table it.

SEVENTH ORDER OF BUSINESS

STAFF REPORTS

A. DISTRICT ENGINEER

- ESTATES DRAINAGE

Mr. Hamstra: For those in the audience that don't want to hear about all the engineering, you're welcome to leave. But I'll go through it quickly. The Estates. Some of those inlets were under, actually,

literally two feet or 18 inches up below the dirt. So, within the Estates, there are 12 inlets outside the right-of-way in people's rear yards. When they developed the Estates, they allowed the lots to be filled and then the open space behind the lots remain wooded, but unfortunately, some of these inlets that we have gotten clean measured the water levels. When the ponds fill up to their normal water level, will literally back up and flood some of these lower areas. And I will tell you, I've never in my life seen mosquitoes so aggressive and nasty back there. So we have to figure out a way to drain those lower areas. And I don't want to put pumps everywhere, it's not practical, but it's a bad situation. As we keep pushing more and more houses being built, we're going to lose more storage and maybe have the water stage higher. And so at a minimum, I'm going to write a letter to the county on, there's three pipes identified that I think are full of dirt. When Gerhard's staff unearthed the 12 inlets, three of them are packed solid with dirt and there's no way they're going to work. I'm sure whatever dirt is in there is in the 12-inch pipes. We need to get blown out. So I'll do a memo to your guys and a separate one to the county because the county will do the right-of-way. They're not going to go beyond the right-of-way for maintenance. We may have to get a vac truck or something to clean those pipes. So we know the cause, the culprit. I'm not quite sure how we can practically fix it yet. I know Mr. and Mrs. Gable have been very patient and they've allowed me back there several times to look at what's going on. I appreciate Gerhard phoned the home builder right away when they put the silt fences up to protect what we've already exposed, but it's a slight design issue. We just got to figure out a practical way to fix those problems, so those homeowners don't have to deal with water backing up for prolonged periods of time, and a very aggressive mosquito environment.

Supv Kramer: We did get mosquito control out there. They understand, they've done a larva count and hopefully, they're treating.

Mr. Hamstra: It's bad.

Supv Kramer: We'll keep on top of them.

Mr. Hamstra: I will keep you posted.

Supv Berube: I was out there with the county today, with the sewer truck and they were sucking up some of the storm drains and the street drains and heavy accumulation of pine needles. That's what's clogging because when you use a sewer truck, you can see what goes into the truck, but a greater concern, they found some of the storm drains with concrete debris down them. Chunks.

Supv Kramer: Somebody's washing out in our storm drains.

Supv Berube: Yes, and throwing junk concrete down there. And they had to work to get those out because the job ended today because it started to rain, but the county is diligently working and they're finding stuff in the storm drains, concrete, that shouldn't be there. So, people are dumping stuff now. But the pine needles are a real problem.

- **CHERRY HILL SWALE**

Supv Kramer: What about Cherry Hill?

Mr. Hamstra: In Cherry Hill we've got a survey proposal to survey 3170, who's the culprit and his two neighbors on either side. I will tell you when I look at the Steve Boyd construction plans, swales were not intended back there in the first place. They were supposed to build a house and then slope the rear yard to match the top of the bank at the pond. But for some reason, the house, the yards went down and there's a

swale in-between, that wasn't by design. That's what exists today. So I got a surveyor, Johnston Surveying, sorry, Teresa. I can't get a second proposal in time, but it's \$1,200, which I think is very practical. They survey three lots to do a drawing that I can use. I need to give to Angel, Gerhard, and Brett to solicit a contractor to do the grading, the sodding, and fix it. So with your permission, if the Board would consider a \$1,200 authorization to get Johnson Engineering to survey those three rare lots so we can properly grade them, locate the property corner. So, whoever does do the work is not encroaching on private property. And the work has actually done in the CDD open space.

Supv Berube: Is this to eliminate the swale and just let it all be sloping?

Mr. Hamstra: No, it's the fix. The gentleman at 3170, that built his pool really close to the swale and the one to the east or north or south, where the water keeps ponding when it rains. I don't want to fill every lot; it'd be too expensive.

Supv Kramer: Any objection to the Johnston Surveying getting started?

Supv Kassel: Do we need to do a Board approval?

Supv Kramer: Yea.

Supv Kassel: So, I move to approve the \$1,200 survey by Johnson.

Supv Berube: Second.

On MOTION by Supv Kassel , seconded by Supv Leet , with all in favor, the Board approved Johnston Surveying for \$1,200.00, which will be charged back to the resident.

Supv Berube: This is all on the homeowner's account, right?

Mr. Hamstra: Yes. He's going to get billed for all of these things.

- **HOUSE BILL NO. 53**

Mr. Hamstra: House Bill 53. I think I'm going to ignore for now because we've really got a lot on the agenda, but it basically says by June of next year, we have to inventory and tell the government, how we're going to take care of our infrastructure, the condition of it and anything that's going to be done. The memo that I gave you that's in there was well written by a firm that brought this up to another CDD, and I'm just informing all the CDDs and every city and county's going through this with the inventory of their storm water, their sewer and their water and reports to the government about what they're going to do to keep it up.

Supv Kramer: Are we going to have to scope our system and do all the evaluation?

Mr. Hamstra: I don't think we're there yet. I think they want the inventory at this point.

Supv Kramer: They just want the inventory, right now.

Mr. Hamstra: We have a pretty good one with Steve's prior work. Okay, great.

- **FOOTBRIDGE REPAIRS**

Mr. Hamstra: Footbridges, I'll leave to Gerhard. I think we're done. You may be going back and forth on some punch list items, but I think the footbridge is done as far as I know.

Mr. van der Snel: I think it's just the holes that need to be filled up.

Supv Berube: To that point, when we did the change order, there was some commentary about sealant and I presume that meant sealing?

Supv Kramer: It is in there if you touch it, you feel it's not concrete that they put that. It's almost like caulking and you touch it and it's soft.

Supv Berube: The surface or the concrete?

Supv Kramer: Between the joints.

Mr. Hamstra: Underneath of it, we had them pump grout, which we had to do it twice because the first time it wasn't done properly, he took ownership of it, broke it all out. Did it again. And I got some probes and they actually did fill the voids that went quite a bit back underneath the concrete slabs.

Supv Berube: What I'm talking about is where the approach pad comes in and it's on an angle and it kind of meets the structure of the bridge. So that they're both on a V, but I didn't see any seal in that joint.

Supv Kramer: No, these are the joints between two concrete panels. There's a panel that the garbage can sits on a and then there's the panel to the approach for the footbridge. That sealant went between those two concrete panels.

Mr. Hamstra: Between the trashcan and when you approach the bridge, it was about a half to three-quarters of an inch. And that's what got filled in with a sealant.

Supv Kramer: Pliable seal.

Supv Berube: I will look a little more carefully at that.

- **DOG PARK**
- **CROSSWALK**
- **BILLY'S TRAIL**
- **SIDEWALK MAINT**

Mr. Hamstra: The dog park we talked about. Five Oaks Drive crosswalk is done. The county put in the proper signage, so that's in good shape. Billy's Trail, Dan, I will give you what I have and we can get together. The sidewalk maintenance, I have your final sidewalk exhibit. I got a digital file to give you as well. We have a CDD wide overall map, and then we got it in the four quads or sectors.

Ms. Montagna: I need those.

Mr. Hamstra: Okay. I'll give you the digital, then I'll give Gerhard the paper copy. And we also have a spreadsheet. For every sector, it's got the width, the length. So now you can start doing quantity takeoffs and things like that. It includes the ramps. Thanks for everybody's input about what is CDD, what's not CDD. It's all color-coded now based on width. So hopefully it'll be very helpful for Gerhard's sidewalk maintenance program moving forward.

- **FIVE OAKS SIDEWALK**

Mr. Hamstra: We're almost done. Five Oaks Drive sidewalk repair. You probably saw my email to Arrow Pavement, basically saying you didn't ask for permission. You took it upon yourself to go thicker than you should have. He responded by saying, "*Can you at least meet me halfway? Because my proposal says four inches, and allows me some adjustments for a thicker product,*" then he went from four to seven or eight. I didn't respond to him, because I'm still stating, that we don't owe him the change order. But do you guys have any desire to give him something?

Supv Kramer: No. I checked with our legal counsel. I reviewed the contract, basically when he accepted that final payment check. That completed it.

- **RV PARKING LOT**

Mr. Hamstra: We talked about RV parking lot already. And then Steve Boyd gave me the easement documents to be signed before you guys leave. Thank you very much.

Ms. Montagna: Perfect. Thank you.

- **RESERVE STUDY**

Supv Kassel: When can we expect the reserve study?

Mr. Hamstra: The reserve study should be coming out.

Ms. Montagna: In about a month or two.

Supv Kassel: Thank you.

Supv Kramer: Christmas present.

Ms. Montagna: Yes.

B. DISTRICT COUNSEL

II. IRRIGATION CONTRACT

III. STRAIGHT-LINE FENCING

V. CHANGE ORDER POLICY

Mr. Qualls: Good evening. I think if you have any questions on items one, two, three, and four, those don't require any action by the Board. I'll start with the items may require action. One is the change order policy. We updated your procurement policy.

Supv Kramer: He just added a line at the bottom for the change order policy. It can't go there.

Mr. Qualls: You guys can adopt subject to putting it wherever you want or you don't have to adopt it.

Supv Kramer: We just need to make sure we know it does not just apply to contracts over \$5,000. It applies to all, any contract, so we need to just move it up to the requirements for all procurement section.

Mr. Qualls: Okay. So, we'll move that, then if you want to adopt that subject to that change, I think you'd want to make a motion just to make it clear on the record.

Supv Kramer: Do I hear a motion?

Supv Kassel: Do we have the motion? Can you state the motion for us?

Mr. Qualls: The motion would be, to approve the change to your procurement policy in order to allow for some instances of approval of a change order without it having to come before the Board, either \$5,000 or 10%, whichever is less. It's a limited approval, but it avoids having to come back to the entire Board for minor change orders.

Supv Scarborough: So moved.

Supv Kassel: Seconded.

Supv Kramer: And that language would go up to the Requirements for All Contracts section.

On MOTION by **Supv Scarborough**, seconded by **Supv Kassel**, with all in favor, to approve the change to Harmony's procurement policy in order to allow approval of a change order without it having to come before the Board, either \$5,000 or 10%, whichever is less.

VII. IMPROPERLY PARKED CARS

Mr. Qualls: Item seven also would require action. If the board is still inclined, which is you have in your agenda packet a resolution. That resolution states that the District has the ability to contract with the tow company, under Florida law, to tow improperly parked vehicles. Those are vehicles that are parked at a facility where the owner of the vehicle is not actively utilizing the facility. The facility is broadly defined, but it's your parks and recreation, but it's much broader than that actually.

Supv Kassel: Somebody leaves a vehicle there for long periods of time. We can have it removed.

Supv Kramer: It's written in a way such that we can use it in the future if we designate specific parking if we say staff parking only at the staff trailer, we can do that. So it's not just recreational facilities. And then we'll be able to, with the new development that's proposed, we're going to have some serious parking problems and better to get ahead of it.

Mr. Qualls: Yes.

Supv Kramer: I have a motion. Do I hear a second?

Ms. Montagna: No motion was made; we need a motion.

Supv Kassel: No, we needed a resolution number to do that.

Ms. Montagna: It'll be numbered in after approval prior to being finalized.

Supv Kramer: It'll be numbered after it's approved.

Supv Kassel: So Moved.

Supv Kramer: This is the towing policy.

Supv Scarborough: Seconded.

On MOTION by **Supv Kassel**, seconded by **Supv Scarborough**, with all in favor, the Towing Resolution was approved.

Supv Kramer: Which we have really had all this time because our sign said so, but we just didn't do it legally, now we'll be able to enforce it.

Mr. Qualls: Unless there are any other questions, but it's a detailed report there in front of you. And so those are the items I see that would require action. On the towing, we do have a little bit we have to work on. There is some language in this statute that says "*you don't have to do public bidding for the tow company. As long as they're on a list approved by Osceola County.*" The county ordinance does reference a rotational towing list. We're just confirming with the one company that responded to make sure they're on that rotational list.

Supv Kramer: We expect to be implementing it right away?

Mr. Qualls: Assuming the law is complied with, yes.

I. ACCESS AGREEMENT

Supv Kramer: Are we also implementing the temporary access easement agreement? It was approved. I'm just asking if it's being implemented.

IV. TREE TRIMMING POLICY

Supv Kassel: But we do have the tree policy?

Supv Kramer: The tree trimming policy. The policy that was proposed and is in the agenda package, I think goes way beyond what we are looking for.

Supv Kassel: 12 pages? Whew!

Mr. Qualls: Sorry, I like less is more. I'd rather you tell me to cut stuff out, then re-add stuff.

Supv Kassel: It is so legalese, this is the policy that our residents are going to have to follow and they're going to have to understand, it's got to be in lay language.

Supv Kramer: We're not doing it; we are throwing it out. We're going to contract to take care of our trees and that'll be done. Does that make sense?

Supv Kassel: The policy is a message to the homeowners to say, "*you can't trim your trees. We're going to trim your trees. And if you trim your trees, you're going to be in violation of CDD policy.*"

Supv Kramer: We will make a quick policy that says just that.

Mr. Qualls: We are working with Brett and the Arborist to get us the specifics of the Harmony tree maintenance program. I asked all of the local government attorneys for an example of a policy. That's the one that we tracked down from Sanford.

Supv Kramer: That they never adopted because it was too long.

Mr. Qualls: You don't know why they didn't adopt it. I know what you want me to do, put the policy you tell me to put.

Supv Kramer: We will be working on this in the future.

Supv Berube: If you ask a lawyer to write a policy's going to be done in Legalese.

VIII. INSURANCE INFORMATION

Supv Kramer: Filing the claim for Harmony Retail versus Steve Berube, that's been filed. You've provided the information?

Ms. Montagna: Yeah, right after the last meeting.

Supv Kramer: Our District Manager filed a claim with our insurance company. They are reviewing it. Because it's fairly far into it, they have a lot to review and they will be getting back with us hopefully before the next meeting.

VI. BOARD MEETING SPACE

Mr. Qualls: The only other thing just to be thinking about is on the extremely generous offer of First Nature Ranch, the Ethics Commission rendered an informal opinion. So, you may want to plan for space that's not there for your short-term planning. And I am working with Supervisor Kassel to get some further clarification.

Supv Kassel: We got an informal opinion that says that even though I don't accept any money from the Foundation and I don't accept any money from the CDD Board that... and I have a stated policy of how much I charge, and I'm giving the use for less... that I still have a conflict of interest because I'm a Board member of both organizations.

Supv Kramer: But you're making a decision of how to spend the Board's money and that money goes for something you're attached to.

Supv Kassel: I don't want to take that chance. And so we're requesting a formal opinion.

Supv Berube: If there were no money being exchanged, would it then be an issue?

Mr. Qualls: Just on this particular statute? Yes. It just simply says you may not do business with your own agency.

Supv Berube: No, if there is no money changing hands. Would it still be a conflict?

Mr. Qualls: I still think they would flag that particular section, but here's the way this works. I'll sit down. I know those attorneys over there. I know the executive director; we'll talk it through. What they have to do is, they have to tell you if, on its face, it would be violative of that one statute. And the answer to that is yes, but there's a litany of statutes that play here. And remember the staff attorneys don't make the decision at the end of the day of whether there's an ethics violation. It's the members of the commission, and so what they're trying to do is, is make sure that all these things are considered.

Supv Kramer: Now, I have a question here, Supv Kassel very generously foregoes her monthly payment for serving on the CDD and she has for her 4 terms so far, but if at any time she should chose to accept that money and then she can chose, totally separate from anything else to donate it to Nature First.

Supv Kassel: But it is still an ethical violation because we will still have a contract and obligations.

Mr. Qualls: I want to be kind here and I know you all are experts on a wide variety of subjects and for somebody to say with this set of facts, will you be able to go in front of those seven, do-gooders and escape unscathed, you got to flag this issue and you got to address it. Does that mean that it's a flat out a problem? No, I've dealt with this with other clients where they say, look check your first amendment rights at the door. You just got to, there's a totality of circumstances that has to be considered.

Supv Kramer: We will leave this for now.

Supv Scarborough: Get the totality considered and let us know what happens.

Mr. Qualls: Yes, that's what we're doing. Thank you.

Supv Berube: So what I expect we are doing, Supv Kassel cannot be nice and tell us, just come on over, because that isn't going to work either. District Counsel, Tim Qualls: that would be a different set of facts, because in our set of facts we said it would be at just a reduced rate and that could be very valid, but here's the thing, we want to get the Commission to opine in advance and that way, if we get the right answer and somebody would file a complaint — it is just better to get these answers up front.

C. FIELD MANAGER

Mr. van der Snel: You get my weekly reports. Are there any concerns or questions about that?

- SUPPLEMENTAL TOPIC

Mr. van der Snel: Then I have one request. The HROA events, are not going as well as that I anticipated at the end of the event, no cleanup is arranged by the organizer. And I would really like to have that arranged by the organizer now CDD, or InfraMark is picking it up and it's creating quite a mess. So my question is can we implement that.

Supv Kramer: I would think because we don't have any exclusion in our rules that they should put down a deposit like anybody else. And if they don't clean up, then we should...

Supv Kassel: Well, we have not required that in the past.

Supv Berube: The president of the HROA is here, you know the lady who's putting on the events, it's a simple question of making sure that she knows she got to clean up. And I guarantee that she will.

Supv Kramer: Yeah, if she has a deposit down, there will be... definitely be no issues.

Supv Kassel: Well, that will have to be a decision on the part of the Board as to whether, this Board, will require a deposit on HROA events. That's not up to the HROA, that's up to this Board.

Supv Kramer: That's correct. If this Board chooses, well, right now, it's in our rules & requirements that we do charge a deposit.

Supv Kassel: But we have not done so for the HROA board.

Supv Kramer: I'm not sure why that is.

Supv Kassel: Because it's for residents.

Supv Kramer: I understand. But it's just a deposit. It's not a charge, we will be providing that back to them upon clean up.

Supv Leet: Going forward, based on what we're hearing, maybe there is cause for doing that.

Supv Berube: I'm going to tell you if you just ask Jen to make sure she hires cleanup people after the event to clean it up, otherwise she going to get charged for it. She'll do it. She got the budget to do it. It's that simple.

Mr. van der Snel: It's been an ongoing problem that has been discussed with her numerous times.

Supv Kramer: I'll move that we charge the HROA a deposit. They can put a deposit for all the ongoing events. It just sits there. Then that will just ensure that there's incentive to get it cleaned.

Ms. Montagna: What's the deposit amount? \$250.00?

Supv Kassel: We have a motion. We would need a second in order to have a discussion.

Supv Kramer: I've made a motion. Is there a second for them to provide us with a check for \$250, won't be cashed, but will be held in case there is an issue.

Ms. Montagna: If it's not cleaned up, then Gerhard verifies that, our policy would be to notify them to say it wasn't cleaned up. So, your deposit is going to be used to do the cleanup, unless they get out there and clean it up.

Supv Leet: I'll second it.

Supv Scarborough: It doesn't incentivize. I love Jennifer. It doesn't incentivize her to do anything.

Supv Berube: It's going to come out of her budget.

Supv Scarborough: 250 bucks.

Supv Kassel: So here's my suggestion, I'm texting her as we speak to say, I need to talk to you. I'm the new president, I need to talk to you. What's say we tell her that she needs to clean up. I'll tell her she needs to clean up after her events. And if she doesn't, in a month or two, if we have the same issue, then we institute a \$250 deposit on the HROA.

Ms. Montagna: Her next event is on November 13th.

Mr. van der Snel: It's the Fall Festival.

Supv Berube: Tell her to take money from her budget and hire some people to clean up. This is a new budget. She's got plenty of money.

On MOTION by **Supv Kramer**, seconded by **Supv Leet**, with three in favor, and two opposed, **Supv Berube** and **Supv Kassel**, the motion to charge the HROA a \$250.00 deposit for events passes.

Supv Kassel: The motion was to charge them \$250 every time they want to have an event.

Ms. Montagna: No, no.

Supv Berube: They put a deposit to ensure clean-up.

Supv Kassel: So it sits there so that when they have an event, there is a deposit on hand to pay for clean-up if required?

Supv Berube: Do we have additional trash containers that can be put at these events? Because that's a problem.

Ms. Montagna: Why wouldn't the event organizer provide everything that they need to run this event that is the way events are run.

Supv Scarborough: I don't object to the \$250. I'm just saying, I don't know that it incentivizes anybody to... if the events over and the trash is left, does the CDD come in and say, "*Oh look, there's trash. Let's go hire somebody to*"... that's not how that's going to work... how does that work?

Supv Leet: And in any Facilities Use, if that happens, then we would not return the deposit if they trash --

Ms. Montagna: What's been happening is that if they leave it trashed, then we go out and clean it up.

Supv Kramer: That's not it. It is a deposit of \$250 that would be used to towards the cleanup.

Supv Kassel: When they have an event, there's a deposit on hand to pay for a cleanup. If required.

Supv Berube: Right. Then we would pay. That's our other option. If she leaves it messy, we'll just keep the \$250 deposit. If you don't want to hire cleaning crew, we will charge her \$250 to clean up and keep it.

Supv Kassel: I wanted to give her the option to do it herself before we do it.

- **MAINTENANCE PROPOSALS**

Supv Kramer: We've got the replacement of the pool furniture. It's holding together right now with the repairs you've made but we need to consider replacing it. That's on your agenda item. Very expensive. I looked through several of the sites that the proposals came from and they have a wide variety. Is there a way to actually look at the furniture or maybe get samples?

Mr. van der Snel: This is actually the exact same furniture that we have. It's evolved into a better-quality material over 16 years when we got it. These were made out of old milk jugs and deteriorates in the UV.

Supv Kramer: I'm just amazed. Except for those cracks where they drill the whole is too close. That stuff is held up amazingly well and it looks like it's brand new.

Mr. van der Snel: The problem with it is, it always fails at the joint.

Supv Kassel: That's right.

Supv Kramer: We'll table that. And we also need fence proposals.

EIGHTH ORDER OF BUSINESS

DISTRICT MANAGER

A. HARMONY INVOICES

Ms. Montagna: The Harmony invoices, I'm going to table that.

B. DISCUSSION OF DISTRICT WEBSITE

Ms. Montagna: The website. I know we talked about it last time. I'm getting a lot of calls regarding ADA compliance and can't find stuff on the website, updates, the generality of things. My biggest thing is the ADA. You have to watch out for that. There's a lot of that going on right now and it's going to trickle down.

Supv Kramer: Now there's a group and I keep hearing about them and I know you discussed them like before I came on the Board, the Lighthouse. I know they're staffed with folks that will actually review our website and advise us of what is and isn't compliant and how to correct it. Is it possible we might want to contract with them?

Ms. Montagna: I can get you proposals. There's a number of companies out there for ADA compliance, things that will do your whole website, so I can get them for the next meeting.

Mr. Qualls: I think Supv Farnsworth did that already. You've already gotten the report from them.

Supv Berube: We've been down the road with many of those compliance companies and they all have an angle and an objective, and the objective gets really expensive really quickly and Supv Farnsworth did an admirable job, dragging up the pertinent stuff, and did it for nothing, and got that compliant. The key to this is, and Supv Leet understands, you have got to be careful what you post, it's got to be convertible. And one is convertible for readability. You're safe. And I know where you understand that. So I don't think we have a huge problem with the website, and there's probably a lot of stuff on there that should get jettison.

Supv Kassel: How many years did we decide to keep?

Supv Kramer: We were required to keep seven. My personal thought is if it's up there, it's already ADA compliant. Why jettison it unless it's costing us.

Supv Leet: The point is making sure that, and this goes with the review and everything, I mean the package for it was just the files were, bigger than they've ever been. And the important part is that they're just as long text searchable, then we can say that we're, making the effort we're not trying to keep anything hidden. We're providing all that information publicly and that it's accessible. It's then up to the user to --

Supv Kassel: But we got some complaints about stuff, that some of it wasn't?

Ms. Montagna: It's very hard to navigate through. You can't find anything. Not user friendly.

Supv Leet: Specifically, about the agenda?

Ms. Montagna: No, ADA I'm talking about because there are pieces coming up again about, they're hitting websites again.

Supv Kassel: But have you got complaints about our website?

Ms. Montagna: Yes. User friendliness. Nothing to do with ADA. It's about user friendliness, two separate issues.

Supv Berube: Here's the deal on that. People using their phone, it doesn't work well on mobile phones. This is not a mobile type website.

Supv Kramer: It is hard to find things.

Supv Leet: I can click this, or I can scroll down, click this other thing and they take it. I agree. They can be streamlined.

Supv Scarborough: Yes.

Supv Kramer: There is another individual in the neighborhood that's volunteered to help with the website.

Supv Leet: Okay.

Supv Kramer: So afterwards I'll give you his contact information.

Supv Leet: Great.

Supv Kramer: Check him out and let us know.

Supv Leet: I will.

Supv Kramer: You have to make sure that somebody knows what they're doing.

Supv Leet: Absolutely. I mean, taking nothing away from what Supv Farnsworth has done in the past, but I mean, the website has looked similar to this going back years and years.

Supv Scarborough: That's just like a WordPress template. That's been converted.

Supv Leet: So if you look at it and, you know, more modern websites that are designed around one of those, it's going to be a lot more streamlined and easier to get to things.

NINTH ORDER OF BUSINESS

SUPERVISOR REQUESTS

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

ADJOURNMENT

There being no further business,

On MOTION by **Supv Kassel** seconded by **Supv Berube**, with all in favor, the meeting was adjourned.

Angel Montagna
District Manager

Teresa Kramer
Chairwoman