

## MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 25, 2023, at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, Saint Cloud, FL 34773.

Present and constituting a quorum were:

Teresa Kramer	Chair
Daniel Leet	Vice Chair
Kerul Kassel	Assistant Secretary
Joellyn Phillips	Supervisor
Lucas Chokanis	Supervisor

Also present, either in person or via Zoom Video Communications, were:

Angel Montagna	District Manager: Inframark
Michael Eckert	District Attorney: Kutak Rock
Kate John	District Attorney: Kutak Rock
David Hamstra	District Engineer: Pegasus Engineering
Nick Lomasney	Benchmark Landscaping
Brett Perez	Inframark, Area Field Director
Residents and Members of the Public	

*This is not a certified or verbatim transcript but rather represents the summary context of the meeting. The full meeting recording is available in audio format upon request. Contact the District Office for any related costs for an audio copy.*

### FIRST ORDER OF BUSINESS

### Call to Order and Roll Call

Ms. Kramer called the meeting to order at 6:00 p.m.

Ms. Kramer called the roll and indicated a quorum was present for the meeting.

### SECOND ORDER OF BUSINESS

### Audience Comments on Agenda Items

Ms. Kramer stated this is a time in our meeting when anyone from the public can appear before the Board and has three minutes to provide comments and ideas and suggestions to the Board. It is not a time of discussion and back and forth, but if anyone would like to provide comments, please feel free to come forward, and state your name and address for the record.

Hearing no comments, we will close audience comments.

### THIRD ORDER OF BUSINESS

### Contractor Reports

#### A. Benchmark Landscaping (“Benchmark”)

Ms. Kramer asked do you have anything to report, progress through the neighborhood?

Mr. Lomasney stated we are still going ahead with the irrigation. We also have a proposal for Tract K wiring.

i. **Proposal #563 for Tracking and Exploratory Work for Tract K**

ii. **Proposal #564 to Run Wire from Closest Satellite to Tract K**

Ms. Kramer stated the first two proposals are for Tract K for wiring and other things. That is actually a developer expense, so please ignore those two proposals. Those do not have to do with the CDD.

Mr. Lomasney stated right.

Ms. Kramer stated they were sent in error.

**iii. Proposal #754 for Irrigation Repairs**

Ms. Kramer stated there is a third proposal for irrigation.

Mr. Lomasney stated yes, it is for four timers to be installed. One was already replaced due to an emergency situation where sod was being laid. We had installed that and located a valve.

Ms. Kramer asked is this for additional, fairly expensive repairs?

Mr. Lomasney stated it is additional because as we fixed the lines, we move on down, and we are discovering more things. There are four that need to be replaced.

Ms. Kramer asked so the \$20,000 is not just for the four controllers, though?

Mr. Lomasney stated no.

Ms. Kramer asked it is for more than that?

Mr. Lomasney stated yes.

Ms. Kramer stated I presume this proposal is for basically another not-to-exceed \$20,000 for further maintenance to bring the system up to standards.

Mr. Lomasney stated yes. As we go, we are finding more leaks, more discovery, and we are repairing those, the timers and the valves. As we go through, we are discovering more.

Ms. Kassel stated I would like to see the proposal reworded so that we know. It looks like we are just paying for these things that are listed here: replacing bad controllers, locate missing zones, four days to locate missing coverage areas, track areas still down with unknown controllers, and replace heads and lines. It does not say "not to exceed." I am confused, because what Ms. Kramer was saying about four controllers is not even on here. It says replace three bad controllers. I am confused about what this proposal is for. We agreed to \$20,000 to initiate an irrigation exploration.

Mr. Lomasney stated overhaul.

Ms. Kassel stated it was just an exploration, not even an overhaul.

Ms. Montagna stated that was a not to exceed of \$25,000. That has been exhausted.

Ms. Kramer asked and that has been repairs, not just exploration?

Ms. Montagna stated no.

Mr. Perez stated I do not believe Mr. Lomasney was here for that meeting, but when you took over the initial 30 days, I think they asked for a 60-day extension because there was so much they found. They came to us and talked about closing the system.

Ms. Montagna stated looping it.

Mr. Perez stated they sat here and said they are going to make some repairs and ladder line repairs and find valves and fix those, but that will then cause additional stuff that has not been running to be found as broken after that initial \$25,000 that they proposed. That is what this additional \$20,000 as a not to exceed would then move forward to.

Ms. Kassel asked are we going to be asked for another \$20,000 after this?

Mr. Perez stated the problem, Ms. Kassel is, I do not think they know that answer. I do not think we know that answer because there are so many valves. For example, the pocket park where the alleyway was at, there are only two valves that are working when that alleyway was stripped. We were told there were three, and they found

a fourth valve there. So there were two valves there that were not even working prior to these guys taking over and doing their audit. They would not have known that. As they are going to the controller and turning stuff on, if the valve was disconnected or there is a bad solenoid, it would not fire. Now the next step would be for them to track the wire, which luckily they did not have to do at the pocket park because we had working going on there, and that is how they determined there was a fourth valve. There could be more, and I do not want to speak on behalf of Benchmark because I do not know how much more there may be, but these, from what I was explained to by Jacob, these repairs include clocks that were bad that we did not know about, and from closing the main line and the ladder lines and fixing valves that were not working in the initial process, this is now what is coming down the line for additional repairs, from getting stuff that was not working back up and running.

Ms. Kramer stated I think what would help us is if we could get an itemized summary of the work that was done on the first \$25,000, so we can see what all has been going on, and give us an idea of where the next \$20,000 that they are asking for is going to be going. I know you cannot predict everything. This is money they are going to need as things start popping up as they go.

Ms. Montagna asked do we have the binders already that they provided?

Mr. Perez stated we have the binders from their initial inspection, but some of that is going to show the zones not working. Once they kick those on, now you are going to have a zone kicked on and 10 or 15 heads or a ladder line break or whatever it is. We can ask for more description. Again, if the Board wants to move forward with a not to exceed, we will not move forward with approving it until we get a proposal that is presented that is more in depth, if that helps. You are into your rainy season. I just do not want you to forget about this. The way the contract is written, they will become responsible for anything less than two inches, but they have to get the system operational first for them to become responsible. If you sit on it, then theoretically the way the contract is written, they are not responsible for anything less than two inches because they have not accepted the system because there are so many repairs still.

Ms. Kassel stated I understand. What I am trying to get at is, what percentage of system exploration and repair are they at with the \$25,000? Where do they expect to be with the additional \$20,000? Are we going to be 90% or 100% through or 50% through? Where are we?

Mr. Perez stated I believe the \$25,000 initial is done.

Ms. Kramer asked but how far did it get?

Ms. Kassel asked how far in terms of looking at the whole system did they get? Are they 25% done?

Mr. Lomasney stated I will get with Jacob and find out percentage wise where we are at and where the \$25,000 has taken us and where we see the \$20,000 taking us. As Mr. Perez was saying, once we make these corrections, it will take us farther down the line, and we will find more problems, more issues, more timers that are bad, and more bad valves. That is how that was done.

Mr. Perez stated some of the stuff they are talking about—timers and valves—are not meeting the two inches and under.

Ms. Kramer stated that is going to cost us anyway.

Mr. Perez stated we do need better descriptions. Like the last time, you guys gave us head counts, you gave us number of lateral breaks, you gave us estimated number of mainline breaks. That is what we want to see on this proposal to move forward with it.

Ms. Kassel stated also how far this is getting us percentage wise from where we started to the \$25,000 to the \$20,000, and where the \$20,000 will take us approximately, like are we 50% done or 75% done.

Ms. Kramer stated however, my understanding is they are at a standstill, moneywise, and they cannot continue on with repairs at this point. If the Board is willing to provide a not to exceed for further repairs to close the system, so to speak, if it is \$20,000 or something less, I would entertain a motion.

Ms. Kassel stated we have a proposal. I would like to hear from our attorney if that is a wise thing to do. The proposal is not very detailed and does not show a lot of information.

Ms. Kramer stated I would not adopt this proposal. I would not grant this proposal.

Ms. Montagna stated money.

Ms. Kramer stated I would go with another motion that Mr. Eckert could help us with.

Mr. Eckert stated sure, what I would suggest, because I think it is a very valid question the Board members are raising, you could approve a not-to-exceed amount subject to final review and approval by a Board member who wants to dig into this and wants to make sure they get the proposals that have the backup want and not approving it before you understand where the \$25,000 went. Because if they come back and say the \$25,000 got you 3% done, I am pretty sure you are going to come back to the Board and have a different discussion on that item. Now, I am not suggesting that is where it is, but you can approve it and give a Board member the ability to work with District staff to refine it so that you actually know where this money is going after you understand where the last money went.

Ms. Kassel asked what does the motion sound like?

Mr. Eckert stated the motion would be to approve not to exceed \$20,000 in irrigation repairs with Benchmark, subject to District management and a specific Board member approving the work before it gets done.

Ms. Kramer asked who is the Board member? Ms. Kassel?

Ms. Kassel stated that is fine.

Ms. Kassel made a MOTION to approve not to exceed \$20,000 for Benchmark Landscaping to provide irrigation repairs, subject to District management and Ms. Kassel approving the work before it gets done.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given not to exceed \$20,000 for Benchmark Landscaping to provide irrigation repairs, subject to District management and Ms. Kassel approving the work before it gets done.

Ms. Kramer stated you will be working with Ms. Kassel and Inframark to pull all that together, to confirm where we are and where we are going with the additional money. You, along with our District manager, will work to get that.

Mr. Chokanis asked how long does this \$20,000 last for?

Mr. Lomasney stated it just depends per break, per situation. Each thing costs something different. The valve is a lot different than a sprinkler head. Once we put eyes on that, we can give a better answer.

Mr. Chokanis asked how long did the \$25,000 last for, two or three months?

Ms. Montagna stated three.

Ms. Kassel asked is that right, Mr. Perez?

Mr. Perez stated yes, but it is not necessarily allotted a timeframe. It is more allotted to materials and labor to fix what was broken.

Mr. Chokanis stated but if we are exploring around and we are not finding things broken, that is labor and time.

Mr. Lomasney stated no, we are finding them.

Ms. Kramer stated our system is trash.

Mr. Perez stated the initial inspection did come back with, I believe, over 6,500 heads broken, five rotors, 30+ sprays, 15 or 16 mainlines or laterals, so that was identified in their initial 60-day audit. They found clocks that were not working, so those monies when to fix that. The way they explained it is, the system was not closed. With all these breaks, when you turn something on, if you have a mainline break, you are losing pressure down the line. So once you fix that mainline, you re-pressurize farther down the line, and you may find more stuff that was broken that is not really showing yet. That is where we are at with this one.

Ms. Kassel stated but we do not know what percentage of the system has been repaired.

Mr. Chokanis stated it would be nice to see a map, maybe of where they covered and where they are going.

Ms. Kramer stated that would be helpful.

Ms. Kassel stated or at least what percentage.

Mr. Chokanis stated they will know the percentage if you know where the lines and the heads are.

Ms. Kassel stated if we know the percentage, then we do not really need the map.

Ms. Kramer stated it will help. I am a map person, also.

Mr. Eckert stated there should be a work authorization under your existing agreement.

Ms. Kramer stated right.

Mr. Eckert stated it is not just signing this proposal, because it is a not to exceed. We need to make sure unit prices are associated with it. Four days to locate missing coverage areas. What is the cost for that if it is not in our contract already. Those are some of the issues that we will be able to work through.

Ms. Phillips asked does anyone know how many miles of irrigation system we have in Harmony?

Mr. Perez stated if you have 39 miles of sidewalk, you have probably 1,000 miles of irrigation.

Ms. Phillips asked if we do not spend this \$20,000, then what? Do we have an alternative?

Ms. Montagna stated yes, your irrigation does not work.

Ms. Phillips stated right. Then we lose our plants and our trees.

Ms. Kramer stated we are good. I will go forward and ask. I received a phone call on May 22 from Toho Water Authority ("Toho") saying there is a high-water notice, there is a problem. In fact, evidently this high-water notice had been given out previously, and nothing was done about it, and it is extremely high. I do not even know what the amount is for this. It at 0 Harmony Square Drive West. The water bill for the previous month for this meter was \$455. For the month we just paid, it is \$5,589. That is about a twelve-fold increase. And they say the current one looking at us is going to be even higher.

Ms. Montagna asked what address is this?

Ms. Kramer stated 0 Harmony Square Drive West, and we actually have two meters there.

Mr. Perez stated there are three.

Ms. Kramer asked three?

Mr. Perez stated in that general area, yes.

Ms. Kramer stated it is 0 Harmony Square Drive West. The bigger issue I have, I am really concerned about this. The good thing is, Toho usually works with it. If we get right on it, they will actually credit us money back. But it is important that someone is watching these bills like a hawk, and someone is taking their calls and passing them onto Benchmark, if not having them go to Benchmark when they get these high-water bills.

Ms. Montagna stated I do not know who Barbara set that up with.

Ms. Kramer stated they were going to Ms. Sally Chalkley.

Ms. Montagna stated Ms. Chalkley is retired.

Ms. Kramer stated Ms. Chalkley left, and whoever answered the phone at Inframark on May 22 said, “Ms. Chalkley is gone; call Ms. Kramer” and gave them my number. I do not mind taking the call, but I do not think it is the most efficient way to do it.

Ms. Montagna stated probably not.

Ms. Kramer stated it would have been good if Benchmark is getting these bills the moment you get them, and they can take a look and see the irrigation water is going berserk, hopefully Toho is trying to get a real time system to where our vendor can actually look at our service in real time and see what is going on. Until then, we need someone whose designated job is to watch these. Help me with that.

Ms. Montagna stated yes, that is easy. We need to call them and put it in my name. I am not sure why it was ever in Ms. Chalkley’s name, just because she pays the bills. That is probably not the best person to be sending that to. It should have been coming to me all along. I have no problem sending you all those bills.

Mr. Lomasney stated I will look into that meter immediately, priority one, and see if there is something we can do to stop the bleeding and resolve that.

Mr. Perez stated also to that, there was a mainline break that Toho shut down all of Harmony the end of March, the first of April. It was a considerable leak and a valve blowout that was repaired. That is the information I got today from Jacob. That is probably why your invoice for this month shows high.

Ms. Kramer asked is it this one? Are we confirmed that Toho confirmed this one?

Mr. Perez stated yes, that is my communication with Jacob.

Ms. Kassel asked do you have a meter number?

Ms. Kramer stated yes, I have a meter number.

Mr. Perez stated yes, 000784430.

Ms. Kassel stated no.

Ms. Kramer stated no.

Mr. Perez stated that is 0 Harmony Square Drive West.

Ms. Kramer stated I am sorry, that is our account number. I thought you said meter number.

Mr. Perez stated on the meter map, that is what matches that account.

Ms. Kramer stated that is the account number. The meter number is different.

Ms. Kassel stated okay, so you were talking about the account number, not the meter number.

Mr. Perez stated we have a meter map that has all these numbers on there, and they are all different numbers. That number associates with 0 Harmony Square Drive West.

Ms. Kramer stated okay, I am just letting you know that is the account number: 000784430 according to the Toho bill is our account number. You may call them a meter number, but if you speak with Toho, they will know it as an account number. Does that make sense?

Mr. Perez stated no. I will show you the map, and that map associates with what we get from Toho, yes, on their account number. if you look at the account number for that, and I do not know who created that map, we did not, but here is the \$5,500 bill which associates with 784430, which on that map is down at the very bottom.

Ms. Kramer stated this is a meter map, but it has account numbers associated with the meters.

Ms. Montagna stated that is what he is saying.

Mr. Perez stated that is what I am saying, that is the \$5,500 charge you are looking at.

Ms. Kassel stated these numbers are account numbers; they are not meter numbers.

Ms. Montagna stated correct.

Ms. Kramer stated 0 Harmony Square Drive West, the second one, went from \$278 to \$700. Again, we have several, so that is why our bill was \$19,000 that month.

Mr. Perez stated we are also pushing a lot more water as dry as it was.

Ms. Kramer stated yes, but it has been dry for a lot of months. Just be aware. I knew the \$5,500 one must have been some sort of break or problem, and I am sure you will find it.

Mr. Lomasney stated right, if it was already repaired, like what Jacob is saying, then it is resolved, but we will still follow up for the investigation and make sure there is no more leaking at that particular leak.

Ms. Kramer stated yes, and you can call Barbara and he can give you her name and number, and she can even send you down the every-two-hour usage for what is coming out.

Mr. Chokanis asked are you guys running the water more for these leaks and these issues?

Mr. Lomasney stated per zone, but it is no more than a test. So each zone will run for a couple minutes while we are doing that once we discover whatever issue it may be. Then we shut it down, make the repair, and move on. It does not run its whole cycle.

Ms. Kassel stated there were a lot of valves that were turned off. Right? That are not running.

Mr. Lomasney stated yes.

Ms. Kassel stated so we are using more water because we had turned off areas that are now getting water.

Ms. Kramer stated or, I have seen on a couple meters where they may have had two or three zones or valves, and because they found the other ones, they have turned on another one, and then the other one goes down because they do not need to use spray as hard. What I will do is hand this to you. These are the two high meters at 0 Harmony Square Drive West. That way you have all the meter number and account number for that particular meter and all the information.

Mr. Chokanis asked who did that mapping?

Mr. Perez stated I do not know. The dates for that ACH for \$5,500 was from March 21, 2023, to May 17, 2023. So that falls in line with when that first mainline break was taking place.

Ms. Montagna stated yes, we have already established that. There was a leak, and it was repaired.

Ms. Kramer stated since it has been repaired, we need to give evidence of the repair to Toho so they can reimburse us. We need to be able to track the reimbursement. There are also several, over five meters, that, for the last eight months, show no usage whatsoever of reclaimed water. I will give you those, too, and that might give you a hint as to what other meters are shut off and not functioning and need some attention. I thought I would provide you with that. If you get with Mr. Perez, he can give you Barbara's contact information. She is ready to give you any of the data and run those logistics. That will help.

Mr. Lomasney stated we have been doing the maintenance. We installed two oak trees at the school today, 45 gallons. They will be staked Monday. We will be watering them by bucket, so whether that particular zone is running or not, we are still going to make sure they are watered.

Ms. Kramer stated there is no zone there.

Mr. Perez stated our field staff has already been emailed, too, to make sure they are watering daily for the first 60 days.

Ms. Montagna asked these are the replacement for Inframark?

Ms. Kramer stated that is to the school. We have not identified, but let me know if you find irrigation in that. If you find irrigation in that verge area next to the school, let me know. My understanding is, if there is irrigation in there, the school controls the water that goes to that. I will try to work with the principal and Osceola County (“County”) staff. I have some contacts with them.

Ms. Kassel stated last month we approved the Nature and Animal Committee was going to plant some amaryllis and spider lily bulbs, and you were going to tell us where to put them. We have the volunteers ready to put them in. We just need to know where.

Mr. Lomasney stated I am available for whenever you would like to go over there, and I can give my recommendations.

Ms. Kassel stated I will give you a card.

Mr. Lomasney stated that will be perfect.

Ms. Kassel asked leaf pickup, was that done?

Mr. Lomasney stated we are still working on it. With the rain and the fertilizer, we did not want to go crazy with it. We wanted that granular fertilizer to soak in. But there is an area that has not been fertilized. We were doing some removals.

Ms. Kassel asked what about the areas that were fertilized? Will they be picked up later?

Mr. Lomasney stated yes, we are constantly doing it, especially in areas that were neglected over the course of some time. We will be constantly removing those. We have hot spots that are really bad, like we had discussed last week, and I had also discovered a couple other areas. They are on the list, the top of the list when it comes to leaf removal when I come to visit those areas first. We wanted the grass to fill in and look nice.

Ms. Kramer stated wonderful. That has really been needing a lot of that.

Mr. Chokanis asked since we are still fixing the irrigation, is there any spots in the grass that are dying that we need to look at and fix?

Mr. Lomasney stated we have hot spots. That is probably along with the budget. We found some hot spots at the end of the cul-de-sac that were pretty bad by the soccer field with the splash pad, the whole thing went down instead of just the splash pad. So we are rebounding in that area, as well. There are a few spots. The rain is going to help. When the rain stops, it will become an issue again. That is why we want to keep progressing with the irrigation.

Mr. Chokanis asked when you give us the updated quote, can you give us the estimate of when you guys think you can complete this task, like a timeframe?

Mr. Lomasney stated yes, we can. Just be mindful that we can only know what is broken.

Mr. Chokanis stated I understand. Just give us an estimate.

Mr. Lomasney stated I can give you a ballpark estimate.

## **FOURTH ORDER OF BUSINESS**

## **Consent Agenda**

### **A. Minutes for the April 27, 2023, Regular Meeting**

The minutes are included in the agenda package and available for public review on the District’s website or in the District Office during normal business hours.

Ms. Kramer stated the minutes are summary minutes, not the near verbatim. If you do want the near verbatim, we can remove this from the consent agenda and wait and review and pass near verbatim next month. It is the pleasure of the Board. Our policy has been to do the near verbatim minutes.

### **B. Financial Statements (April 2023)**



The financial statements are included in the agenda package and available for public review on the District's website or in the District Office during normal business hours.

**C. #276 Invoices and Check Register** (*April 2023*)

The check register and invoices are included in the agenda package and available for public review on the District's website or in the District Office during normal business hours. I have some comments about the invoice and check register, but I will let anyone else go first on any of those three items.

Ms. Kassel stated maybe we can discuss them, and we can take a motion as to what we want to do. I am happy with tabling the minutes until we have near verbatim. I do not know how the rest of the Board feels. Then we can go over your questions, and then we move to approve the consent agenda with these corrections or amendments or revisions.

Mr. Leet stated sounds good to me.

Ms. Kramer stated as far as the minutes, we will not approve these. We did not get our breakout, and I did not see any money that has come back to us. We had some refunds that we are expecting. I think you were tracking a few of those and where that money went, the \$22,000 refund from Toho.

Ms. Montagna stated yes, that was applied in 2022, but I still have not seen how it is going to be reflected.

Ms. Kassel stated I do not see it from Kutak Rock, either, the \$13,000 refund.

Ms. Montagna asked which one?

Ms. Kramer stated the \$13,000. You sent that over.

Ms. Kassel stated it is not reflected.

Mr. Eckert stated it was overnighted, I know that.

Ms. Kramer stated yes, but we have not seen it hit or show up. In the invoices and check register, there are a couple things I want to go over. The Carr & Collier for the alleyway, I have several concerns with the categories there. Has this been approved yet for payment by our engineer? Or where are we?

Ms. Montagna stated we have not made the final payment, but we made the first one.

Ms. Kramer asked just the first payment that they have applied for?

Ms. Montagna stated yes.

Ms. Kramer stated I was concerned. The management of traffic, the MOT, of \$26,475, it was very poorly done. I know Mr. Hamstra was not here onsite, but they did not put up barricades. They just dropped three cones at the end, and we had traffic rolling over the fresh pavement.

Ms. Kassel stated in many areas.

Ms. Kramer stated that caused some damage. They did not communicate well. I have problems approving that. There was no signage, as should have been out. They had clearing and grubbing for \$7,900, but I did not see any. There was some minor digging for the ribbon curbs, but I saw no clearing or grubbing that went on. Mr. Hamstra, I am confused. It says compacted subgrade 12 inches. Can you explain to me what that was?

Mr. Hamstra stated yes, we could have talked about this on Monday. That has to do with the compaction underneath the extension of the pavement and/or the ribbon curb.

Ms. Kramer stated okay. That is 12 inches? There is another compacted subgrade contingency allowance?

Mr. Hamstra stated it would have been the trenches they put in.

Ms. Kramer stated they had a line item for the trenches. Then they gave an optional base group 04 which is six inches. I am not sure what that is.

Mr. Hamstra stated I will look it up. I wish we had talked about this on Monday. You are hitting me cold turkey with all this stuff. We had this pre-meeting on Monday. I do not know why you are doing this.

Ms. Kramer stated I do not know anything about Monday.

Ms. Montagna stated we had a pre-call.

Mr. Hamstra stated it was a pre-call.

Ms. Montagna stated we went through the agenda.

Mr. Hamstra stated this would have been the perfect time for me to look into this and respond back.

Ms. Kramer stated I am sorry; I just got to this today. I looked at this, and I was really confused. Our concrete ribbon curbs are cracking.

Mr. Hamstra stated we have garbage trucks driving over them.

Ms. Kramer stated this was before the garbage trucks went over them. Mr. Hamstra, I am sorry.

Mr. Hamstra stated I am not going to do this to this contractor, Ms. Kramer. I have had everyone in the world second-guessing. I have known these guys for many, many years. I know the inspector for many years. I am not going to do this to the vendor. I walked it today, every square foot. I found nine problem areas. I think overall it looks great; I really do. We can sit here for hours and talk about how we are going to reduce their fees or take it out of their approved budget.

Ms. Kramer stated I am just really concerned. Mr. Leet, can you put up some pictures for me? Before I even came on this Board, the Board was considering alleyway paving, and I did a lot of investigation and research. Everything they said to look out for and be concerned about is showing up in this paving project. This shows there is an area where they milled right next to an area where they have not milled. And they milled approximately one-half inch down in many areas. However, it was very uneven. The next picture, Mr. Leet. As you can see, some places were totally devoid of any type of asphalt at all. It had totally chipped up. I guess it did not adhere to the subbase well, and it totally came off. Yet when you measure, it was a major step from subbase to half an inch up to that remaining road base that was not milled. Let us see the next one, Mr. Leet. This was all the way around, so some of it was able to accept the one-inch of pavement they put back down, but others of it, if they laid one inch in those voided areas, then they were only getting maybe one-quarter to one-half inch on the rest of the pavement. The next one, Mr. Leet. This goes throughout all the alleyways. The new alleyway, they laid the asphalt down. They did not finish the edges well. The next one. The asphalt has fallen over. We do not have the nice, even edges, and we have a lot of millings and things in the new drains. We have a lot of ponding areas everywhere. They are going back and filling in the ponding areas, but that is just chasing the ponding areas farther down and leaving a big patch-like spot. They did not do any of the pollution control or protection of our stormwater systems. We had an enormous amount of millings and asphalt down in there. Then we also have the cracking that is in the ribbon curbs. And I was concerned about this, they have not done the compaction under many of the ribbon curbs. Some of them are setting halfway on the road base and are halfway on a totally uncompacted area. This is the edge of a driveway, and they did not even come close to getting up to the edge of the driveway with the asphalt. Then we have plants that are not growing in the crevice between the driveway and the asphalt but actually growing out of the asphalt itself. I cannot imagine. And we do not have straight edges along any of the driveways. These are just some of my concerns. I would like them to try and correct a lot of these. I did not see the job that I thought two-thirds of a million dollars would have gotten us. That is \$647,000 that we are going to spend on this, and I expected a really good quality job. The question now is, do we have an independent group come in and evaluate it and see what the problem areas are? Again, standing water deteriorates the asphalt very quickly. These are my concerns, and these are my concerns about going ahead and making payments.

Mr. Hamstra stated all right, my turn, I guess.

Ms. Kramer stated yes.

Mr. Hamstra stated if you will remember correctly, we did a public advertisement. Not one contractor bid on this. We had all the big boys download the plans, and nobody was interested. So I was given permission, thank you, Mr. Eckert, for letting me know if you go public. So I called the guys I worked with for many years, and they team with Middlesex who is the County's contractor for milling and resurfacing. When you do work like this in an alleyway, it is not going to be like a brand new development. I think you guys think we are building a model home and it is going to look crystal clear. You are ripping up with this machinery the old asphalt. You are laying down the new asphalt. It is not going to be squeaky clean perfect. It is a rehabilitation project. And we had an inspector out there from an international firm, the guys I have worked with for many years—Middlesex—and we are sitting here questioning, I think, somebody's integrity and quality of work, after the fact.

Ms. Kramer stated but that is my job.

Mr. Hamstra asked so we are waiting until we are done?

Ms. Kramer stated no, I called you numerous times during the project.

Mr. Hamstra stated and I talked with the contractors, and they assured me.

Ms. Kramer stated that is right; they assured you.

Mr. Hamstra stated I am not going to question their integrity. Ms. Kramer, I have known them for many years. I do not look at people and think they are trying to screw me over. I take people for their word, and then I have an independent guy out there watching them, who said they were walking behind the machine as they were laying the asphalt. Yes, it may be less than one inch in one area and maybe more than an inch in another. Based on what I was told from everyone, it was in horrible shape, and you are going to see cracking in less than six months because the soil cement base is a mess. I already saw cracking already. You were not going to pay to do roadway reconstruction.

Ms. Kramer stated I do not know. We were not given the opportunity to even make that decision.

Mr. Hamstra asked what decision? Do roadway reconstruction?

Ms. Kramer stated right.

Mr. Hamstra asked you are going to pay \$2 million to redo them? There is no way you would have done that.

Ms. Kramer stated I do not know what roadway reconstruction is going to cost right now. we are paying \$647,000. They did not even try to protect our stormwater system. They did not even try. They did not even do the first bit of work to really manage this project. They left us out. I apologize to everyone here that I did not see the handwriting on the wall when they kept giving us contradictory information or not providing information at all.

Mr. Hamstra stated and they were held hostage by the equipment they had to order. They were not doing it purposely.

Ms. Kramer stated but it has been a nightmare from day one. I see real structural issues.

Mr. Hamstra stated I am going to be honest; I thought it was a good job. I am not just saying that because I am sticking up for them. I think it turned out well. It really did. Yes, we walked every bit of it this morning, and we have six areas they are going to fix, and the driveway you put your tennis shoe next to is on the list.

Ms. Kramer stated there were about 12 driveways like that, or more. That is why I tried over and over and over again to get you to come and walk with me.

Mr. Hamstra stated I paid somebody \$25,000. You want to pay me at my rate to be out here?

Ms. Kramer stated I just wanted you to come and see what was going on.

Mr. Hamstra stated I relayed everything I got from Ms. Phillips and Ms. Kassel and you to the inspector and to the contractor. I did not ignore your emails and photographs. I said, "guys, stay on top of this and make sure it is getting done right." I was not ignoring you, trust me.

Mr. Leet stated it sounds like there are still things on the punchlist, so maybe the resolution is to make sure we maybe reconcile what you have on your punchlist with what Ms. Kramer identified with the photographs, and make sure we are in agreement.

Mr. Hamstra stated that is pay request #1. There is still a big chunk you have not seen yet.

Ms. Kassel stated I would suggest we keep on top of this with the balance, which is two thirds. We are looking at paying the first third. They certainly did that much work. So I would suggest that we not withhold that but we approve invoice and check register for this first payment, and we move forward. Any additional issues that you have identified, maybe you communicate them with Mr. Hamstra to add to the punchlist.

Ms. Kramer asked are there companies that will do borings to make sure we have what we need for a good alleyway project?

Mr. Hamstra stated you can swiss cheese all these alleys all you want. There are companies that go out there. So if we find one area that is less than an inch and another area that is an inch and a half, we can spend a lot of time and money trying to quantify to either prove these guys cheated you or you got what you paid for. It did say the average is an inch.

Mr. Chokanis stated I do not think she is telling you that she was cheated on; she is saying she wants the job done correctly and get what we paid for.

Ms. Kramer stated right.

Mr. Hamstra stated it was done correctly.

Mr. Chokanis stated obviously it was not because there are things that are missing.

Ms. Montagna stated there is always a punchlist at the end of a project.

Mr. Hamstra stated yes, and we did a punchlist today. We are going to fix that, so there is a retainage that will be kept at a minimum, besides the second pay request that has already come in that we already reviewed and commented on, but that is what the retainage is for, is the punchlist items to be cleaned up. We watch them, and they agreed to do what we walked on. I will look at your additional list. I walked the curbs, and the garbage trucks are already pushing the borders off the edge of the pavement. It is going to be a problem.

Ms. Kramer stated right, and that is why we have the ribbon curbs put in, so that we would not have them pushing that asphalt out. The ribbon curbs would hold them in.

Mr. Hamstra stated over time, they do, but you have boulders out there already that I saw tire marks on the boulders. I do not how we are going to continue to police that with Waste Pro, it may be a guy pulling his jeep or boat in the back of a pickup truck. All the curbs are being botched up by the homeowners, residents, FedEx, garbage trucks. That is why we put the ribbon curbs there, to keep the asphalt from raveling off the edge, and it keeps it tight.

Ms. Kramer stated right.

Mr. Chokanis stated that is understandable. They are going to get damaged.

Ms. Kramer stated right, but the cracking I am seeing does not indicate wear and tear damage.

Mr. Hamstra stated concrete does not just crack on its own. There has to be a force or a pressure on it. You do not pour concrete and then it just cracks.

Ms. Kramer stated unless it does not have a good base.

Mr. Hamstra stated no, something had to be applied on that surface. There is no reason a car or pickup truck, whoever lives there, should have to go off the edge of these curbs.

Ms. Kramer stated I do not know. I am finding three to four already fairly serious cracks in every single one of these ribbon curbs. I do not think people are driving over every single one of them.

Mr. Hamstra asked you did not see the pictures from the garbage trucks? The big, huge wide ones?

Ms. Kramer stated I saw that, but that is not happening with all of them. Like I am saying, it is uniform through all the ribbon curbs. I do not know if it was a concrete problem or what the deal is. I am just letting you know so you can further research it. That is what I am looking for from you. I am hoping that you are scrutinizing the work from the point of view of the District and not of the vendor.

Mr. Hamstra stated I am making sure you are getting the product we envisioned and that Harmony gets. I drove it. I walked it. I think it turned out well. Is it perfect? No. And we agreed there are things they are going to fix. I will look at your additional list, and I will talk with them.

Ms. Kramer stated the other things I had, the Inframark invoice, there is a recording fee for this past month for verbatim minutes, which we did not get, and it was for \$350 instead of what should have been \$275. It should be off altogether.

Ms. Montagna stated that is my fault because when it happened, I did not relay it to them.

Ms. Kramer stated okay. Also the record storage fee is still on there of \$1,780.

Ms. Montagna stated I already have that in an email; they are crediting that.

Ms. Kramer asked you are letting them know now?

Ms. Montagna stated yes.

Ms. Kramer stated the OUC bill, we still have two bills for Harmony Tract K. Again, we had a situation where we went over the agreement and everything. The Board needs to approve accepting that, and my understanding is it has because it is showing up on our bill.

Ms. Montagna stated yes.

Ms. Kramer stated somehow it has been signed. I did not sign it.

Ms. Montagna stated back when Tract K came up, Mr. Sean Israel was here. He worked with you. We have emails. In order for us to accept Tract K, what had been done previously is for the developer to show that they paid everything that they have to pay. They sent us a copy of the check, and all that, so we were able to move forward and accept the lights in Tract K. That is what happened, and that is what you are paying for.

Ms. Kramer stated you need to realize that the agreement says that we need to approve that. Do we need to bring that to the Board?

Ms. Montagna stated we can bring it back.

Mr. Eckert stated I looked at K400, K600, and K900. Is K different than those three?

Ms. Kramer stated no, this is the actual street lights.

Ms. Montagna stated this is the street lights, not that.

Ms. Kramer stated it is not a piece of property.

Mr. Eckert stated I am not sure I have looked at that issue. If I have, I have forgotten about it.

Ms. Montagna stated it is the normal light agreement.

Mr. Eckert asked is it an OUC agreement?

Ms. Montagna stated yes. That is all it is, where it is the lease. What happened was, the developer had Tract K, and all the street lights are done I do not even know how long ago. it was when Mr. Israel was here.

Ms. Kramer stated it was about four months ago because we paid four months of bills.

Ms. Montagna stated they reached out and said they want to turn these over to the District. I researched it. Mr. Israel actually spoke with Ms. Kramer and said they have to provide us with a copy of the check, showing

they paid all their requirements, which is a large chunk of money. Once that is done and it is paid in full, then we would just transfer the account into the District's name. That is essentially what happened, and that is where we are today.

Mr. Eckert stated sure, and I know from reviewing that agreement as it related to the other tracts, there is an engineer's certification.

Ms. Kramer stated yes, this was a separate section. He said the CDD had to accept that.

Ms. Montagna stated correct.

Mr. Eckert stated to answer your question, ideally it should come before the Board when they accept it.

Ms. Montagna stated I always done that.

Mr. Eckert stated that is the ideal way to do it. Then there is no question about it. it is not necessarily required unless the agreement says, "subject to Board approval."

Ms. Montagna stated right. And it does not, but again, when we do turnovers for anything to the District, the engineer walks it, whoever is needed to be there walks it, then they submit all the documentation to the Board, and you all accept it. Street lights was something that came up, and we followed suit. We reached out to the Chair and got that done. We got all the documentation. They paid whatever. Moving forward, we can absolutely do that.

Ms. Kramer stated yes, I just feel better if we ratify it, just so nobody comes and asks why we are paying these bills because they did not see it accepted.

Ms. Montagna stated sure, we will put Tract K on your next agenda, and the Board can ratify it.

Ms. Kramer stated it is just the street lights.

Ms. Montagna stated yes that is all there is right now.

Ms. Kramer stated yes, Mr. Hamstra is waiting for as-builts and a couple other things from them, and they are waiting for tracking down wires or something. The PFS work, the bill for payment is in this package. Is there any problem with us going ahead? They currently have the contract, but the work got done before the contract. Is there any problem with us going ahead and authorizing payment?

Ms. Montagna stated it got done on an authorization.

Mr. Eckert stated I think you are going to be approving the contract tonight. Did they sign the one that we sent them?

Ms. Kramer stated yes, we have already approved this work to be done.

Mr. Eckert stated I understand that, but what I am saying is, that was what we attached as the initial work to the agreement. My question is, did they sign the agreement?

Mr. Perez stated not yet.

Mr. Eckert asked are they objecting to signing the agreement?

Mr. Perez stated no, they have not necessarily said anything. They were wondering, the email I got back from them when I sent it over was if this was for the work that they are trying to propose now for the repiping, and I said no.

Ms. Kramer stated right, but there will be a work authorization.

Mr. Eckert stated yes, there will be a work authorization for that additional work if the Board approves it.

Mr. Perez stated correct.

Mr. Eckert stated I do not think I answered the question. I do not see a concern with going ahead since it has already been done and been done under your other approval process. Again, the agreement was just to get a master

agreement in place so that each time this stuff comes up, we can do a work authorization and we are not having to sign their proposals, which are written by their attorneys.

Ms. Kramer stated right. I just wanted to be sure of that. We also have WillScot the staff trailer that has been returned. I know Mr. Perez has been working on this, but I wanted to approve it with the \$2,213.18 for the knockdown charge. We are not paying that, right?

Mr. Perez stated correct.

Ms. Montagna stated we short paid it.

Ms. Kramer stated okay, but it is in our approvals for our invoices.

Ms. Montagna stated it is.

Mr. Perez stated we sent that invoice over before.

Ms. Montagna stated in avid it is short paid the knockdown rate of \$2,213.18.

Mr. Eckert stated the motion to approve them can just without that charge.

Ms. Kramer stated with the exception of this.

Ms. Montagna stated yes.

Ms. Kramer stated let us keep this in the amendment. Also, another invoice they have for the storage unit, they are charging us a full month for it. That is invoice 9017594023. They are billing us for the entire month of May when they removed it on May 8. That needs to be addressed, also. Those are my concerns about the invoices.

Ms. Kassel asked short of any one and every one of those things that was discussed, can

Ms. Kassel made a MOTION to approve the consent agenda, except for the minutes, the invoices as discussed from Inframark for recording fees for verbatim minutes and the record storage fee, the WillScot staff trailer knockdown charge, the storage unit charge between May 8 and 31, accepting the financial statements and approving the remainder of the invoices and check run summary.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, except for the minutes, the invoices as discussed from Inframark for recording fees for verbatim minutes and the record storage fee, the WillScot staff trailer knockdown charge, the storage unit charge between May 8 and 31, accepting the financial statements and approving the remainder of the invoices and check run summary.

Ms. Montagna stated the WillScot invoices is prorated for May.

Mr. Perez stated I am looking at it right now. It is \$79.03.

Ms. Kramer stated no, that is for the staff trailer proration. If you look at the container for the other invoice, it is not prorated.

Mr. Perez stated I thought you were talking about the staff trailer.

Ms. Montagna stated I will look at it.

Mr. Leet stated it is for the full month with a late payment fee, as well.

Ms. Montagna stated May is to be prorated, and we already took care of the knockdown charge.

Ms. Kramer stated when you put the invoices in our package, if they have changed it, like they have taken off taxes or taken off a late fee or an interest charge or something, if you will just note that on the invoice, so when we see it, I do not have to go looking it up to make sure it actually happened that way.

Ms. Montagna stated sure, I can make that request.

Ms. Kramer stated I appreciate that.

## **FIFTH ORDER OF BUSINESS**

## **Presentation of Fiscal Year 2024 Proposed Budget**

### **A. Fiscal Year 2024 Proposed Budget**

Ms. Montagna stated we all just went through it, and I will run down briefly for you if you would like, and then you can talk about the point of contention that you still have not determined, then we can move forward. Essentially what we did was went line for line. We will start with expenditures. Essentially, everything stayed the same, with the exception of management fee, which is a 3% increase in your contract. Miscellaneous contingency, we got rid of that line. Legal advertising, all that stayed the same. Meeting expenses we increased to include if the Board decides to go with Campus Suite, which we will be determining later so I can actually lower that amount if you decide not to do that and keep it the way you are doing it now. It also includes if you have to pay for future meeting space when this space goes away because currently you do not pay for this space. That is in administrative. Your field contract increased 10.9%. The reason for that was to cover labor expenses. We did not increase it last year, and there is about a 25% just labor rate increase, so that would basically be a pass-through to the field contract. That was an increase. Your Benchmark increase, you did take on a new landscaper mid budget year. With it being eight months of a carryover, essentially eight months from now to the carryover into your new budget, the full amount for year 2 is \$710,000, but you will be paying \$699,567. There was an increase there.

Mr. Chokanis asked how does that compare to our previous?

Ms. Montagna stated it is about \$200,000, I believe, roughly, a little more than that. That was the increase overall from one contractor to the next.

Ms. Kassel stated may I just add that we hired the same contractor as previously with the hope that they would improve their service, and they did not.

Mr. Leet stated even then, it was an increase of looks like over \$100,000 from the year before.

Ms. Kassel stated yes, so that is when we went out to bid again.

Ms. Montagna stated we did increase landscape replacement from \$35,000 to \$50,000, and that includes any kind of landscape replacement, enhancements, fire ant treatments, and sycamore tree treatments, would all go into that line. Your electricity, street lighting, water and sewer, obviously all those have gone up, so we did a 5% to 7% increase in that. You are taking on additional street lights, which is also included in that, as well. Your refuse removal for the dumpster, they did increase, so that is a contract. Ponds, Buck Lake conservation stayed the same. Pools stayed the same. We took out the storage lot, so we took out that money being that closed. Parks and facilities went up from \$25,000 to \$45,000. Again, that is anything that is needed for your field staff to maintain just general stuff in your community. Essentially you have one line item, aside from chemicals and stuff. Boats and equipment stayed the same. Garden lot stayed the same. Essentially they right now try to spend what they bring, or what have you, so it is a wash from revenues to here. That is all that is budgeted, is what they bring in. Invasive follow-ups, this money is in there for anything having to do with your invasives species that you paid last year to do. Brad is currently keeping up on those, but if for some reason it gets overgrown again and quickly and you have to make a decision to have a company come in and do it again, we got a cost for that, and that is where the \$105,000 comes from.

Ms. Kassel stated hopefully we will not have to spend it.

Ms. Montagna stated yes, if you do not, you can move that money to reserves or use it for another project, what have you. We did leave vehicles in there. The reserve-other is the contribution. We left that the same, and



that is something that the Board was discussing in the workshop before coming to this meeting, if it needs to go higher, leave it the same, or what have you. This budget you are looking at now essentially brings your assessments to an 8.7% increase.

Ms. Kassel stated to be more accurate, this budget does not have the real numbers in it. There were changes that are not shown here.

Ms. Montagna stated correct.

Ms. Kassel stated but based on what we discussed the numbers would be, if we put \$300,000 into reserves, then it would be 8.7%.

Ms. Montagna stated that includes everything I just went through.

Ms. Kassel stated there was a discussion, really we should put more away because we will have only \$141,000 after we spend the money on the alleyways and we have all these other things we still need to do. In an email that Ms. Montagna sent us, there were other items that on the reserve study are coming up to need replacement, plus we have the community maintenance facility to think about, which is going to be a sizable expense. The question was, do we keep it at \$300,000, do we raise it to \$350,000 or \$400,000, or whatever. Some of us feel like 8.7% after a year in which we had a 20+% increase is enough, and others felt like it was not that much per house and we should just try to increase it so we have a safety net.

Ms. Montagna stated I can tell you the numbers we played with. If I was to put \$400,000 in there instead of \$300,000, it brings you to 13.1%.

Mr. Leet stated \$350,000 was like 10% for the O&M. Not everyone has paid off their bond; most people have not.

Ms. Montagna stated it is 6.8% increase overall. To be clear, nobody really looks at that overall number. They are more concerned with O&M going up. They do not look at how it washes out.

Ms. Phillips stated it is about \$50 a house for the extra \$100,000. Instead of looking at percentages, I look at the dollars.

Ms. Kramer stated the impact on the pocketbook.

Ms. Phillips stated yes. I do not care what the percentage is. I need x number of dollars a month to live on. If I have to pay \$50 more next year, I was just letting you know the percentages.

Mr. Chokanis stated that equates to each household.

Ms. Kassel stated on average. Lots are different sizes, so they pay different amounts.

Ms. Phillips asked you have seen this chart?

Mr. Chokanis stated yes.

Ms. Phillips stated the increase last year of 22%, the maximum increase was \$350. A lot of people said theirs went up \$3,000, but they did not understand how it really works. You can look anyone's up online on the tax website, and I think \$350 was the most, and that was on the largest lot, the very wonderful, beautiful homes in Harmony. Mine went up \$142.

Ms. Montagna stated essentially what you are looking at, we just went through this. When we ended, what your point of threshold was, if you wanted to adjust that number, or leave it at \$300,000. Again, based on this budget, it is 8.7%, and we will send out the letters to everyone, but you still have the opportunity between now and your final hearing.

Ms. Kramer stated we do not send letters anymore. It is on the TRIM notice, right?

Ms. Montagna stated no, we have to send out letters to every owner to let them know potentially what their assessment could be.

Ms. Kramer stated I thought the TRIM notice did that same thing.

Ms. Montagna stated no, we have to notify every owner.

Mr. Eckert stated some people believe that, but when you really dig into it, not so much.

Ms. Kramer stated I just want to be sure.

Ms. Montagna stated we send them out regardless.

Ms. Kramer stated it would save us a lot of money if we did not have to send out that many letters.

Mr. Eckert stated there is information that is not on the TRIM notice that is referenced in Chapter 190, Florida Statutes.

Ms. Kassel asked are we constrained to just sending out the mailed notice only by itself, or can we add something for certain households? Can we add something else about a different issue?

Mr. Eckert stated my most conservative advice is not to add anything else in the envelope because it can dilute from the legal affect of the notice. However, that is very, very conservative advice. I have a lot of clients who will do some sort of an explanation with the reasons the categories of things we are increasing that are causing the increase, please come to the hearing and let us know. For instance, I have another district I worked on Monday. They want to fence all their amenities; that is \$270,000. They are debating whether to do that. So that is in their notice to the residents saying if you do not want this, come tell us and let us know. Inflationary pressures. They want to increase the amount they are putting in their reserves. We are going to start staffing an amenity center we have never staffed before. The letter going out to them says the four reasons why it is proposed to increase by 12% or 13%, here is our hearing, come to the hearing and let us know what you want us to do. Some of them are discretionary. They do not have to staff that amenity center. They do not have to put in the fence. They do want to do the reserves. The inflationary costs they cannot do anything about unless they can find different vendors who are somehow immune from inflation.

Ms. Montagna stated I have done that in many districts. It can be short and sweet, bullet points. Your proposed budget is x amount. This is what we have plan to do with that.

Mr. Eckert stated it is an insert.

Ms. Montagna stated correct, that is all it is.

Mr. Eckert stated it is not part of the legal notice.

Ms. Montagna stated no, it is separate. It will be page 2.

Ms. Kassel asked we cannot add page 3 to say to certain homes that have a verge that the CDD is no longer maintaining to say, please remember to maintain your verge?

Ms. Montagna stated no, not in that letter. We can send something out separately to them or email them or call them or something.

Ms. Kramer asked or talk to the HROA?

Ms. Phillips stated that is what I was going to say. I think the HROA is already on it, are they not?

Ms. Kassel stated I think the CDD sent a letter out to those residents, but I think they either forgot about them. The question is, I think there are two of us who wanted to keep the reserve number at \$300,000, and two of us who wanted to raise it more.

Ms. Kramer stated I want to put this out there for all of us to remember, that this should be the worst-case scenario.

Mr. Leet stated the ceiling.

Ms. Kramer stated we cannot go up from here, but over the next two months, we can come down.

Ms. Montagna stated correct.

Ms. Kramer stated over the next two months, we have to make a decision on how much we are going to pay for the new community maintenance facility and we are going to locate it, and we also have to make a decision on many others.

Ms. Kassel stated the splash pad.

Ms. Montagna stated Billy's Trail, fencing along U.S. Hwy 192. There is a lot you need to consider.

Ms. Kramer stated right, there is a huge amount of other costs that we need to consider, so it is better to go high, even though we will then take the hit in social media and everything else, but then we can come down.

Ms. Montagna stated you have the potential to bring it down.

Ms. Kramer stated if we do not go high increase, then we are really going to have to cut some things out if these other costs stay as high as they are looking at.

Mr. Chokanis asked what is the worst case? If we do not have enough money to do our job, what happens then? Can we pull from reserves?

Ms. Montagna stated yes.

Ms. Kramer stated our reserves are very low right now.

Ms. Montagna stated he missed that part of the conversation.

Ms. Kramer stated we have a huge amount of work, and this alleyway paving project hit us about three times what it was anticipated to be. It hit us really hard, so we only have about \$180,000?

Ms. Montagna stated just under \$200,000.

Ms. Kramer stated that is not going to pay for a lot when you look at community maintenance facility and that type of stuff because we have already transferred this year \$300,000 over. So this is \$180,000 left total. Now we are not totally broke. The operating funds are in addition, but we do not even like to look at that because that is our cushion. If we had some really high costs, what we would have to look at is shutting down some of our facilities to save money, cutting back in different areas, and unfortunately, those are the things that our residents want the most. They do not think about our stormwater system until the hurricane hits, but they do think about being able to go out in a boat or swim in the pool and stuff like that. That is where we are at right now. This is the worst case. We cannot go up from here.

Ms. Montagna asked is there anything you want to add in here? Do you want to approve the resolution based on this version?

Mr. Leet stated there are already some other corrections that we covered in the workshop. I am guessing it sounds like the big question is how much of the reserve contribution do we want. Is there anything else that needs to be discussed or decided aside from that?

Ms. Kramer stated I think the reserve is it. although I really want to stay at \$300,000, but I do not think in good conscience at this point, looking at the numbers for the community maintenance facility and the fence and knowing the pressures we are under with the County on those two issues, that I can do that. I would be willing to go to at least \$350,000 for the reserves. That would give us a 10.9% O&M increase.

Ms. Phillips stated that is \$25 a house.

Ms. Montagna stated that would give you 10.9%.

Ms. Phillips stated or a residence, and that is based on approximately 2,000 residents.

Ms. Kramer stated again, I wish we could send out, instead of a percentage, I wish we could tell each resident how much theirs will be.

Ms. Montagna stated the letter does.

Ms. Kramer stated I mean on social media.

Ms. Montagna stated I would not put anything on social media.

Ms. Phillips stated I tried one time, and that is why I am not on Facebook anymore.

Mr. Chokanis stated no one likes to pay more money.

Ms. Kramer stated correct, and certain people inflate it to make it looks horrendous, like we are going to have an additional \$3,000.

Ms. Phillips stated I offered to help people figure it out and look it up and post it for them.

Mr. Eckert stated it sounds like we heard \$350,000. We can go around the room and see who disagrees with that.

Ms. Phillips stated I am still at \$400,000.

Ms. Kramer stated we have two at \$400,000. I am at \$350,000.

Ms. Kassel stated I am at \$300,000.

Mr. Chokanis asked how much did we take last year?

Ms. Kassel stated 22% increase.

Mr. Chokanis asked do we plan that ahead of time, or did we have to go back to reserves and take money out?

Mr. Kassel stated no, we charged everybody 22% more for the O&M portion of the budget.

Ms. Kramer stated let me further explain the history. I do not know if you know about the history. How long has it been since we had an increase?

Ms. Kassel stated at least ten years.

Ms. Kramer stated it has been ten-plus years. Basically, previous boards had not increased assessments to match inflation. You know how things have gone up over the last ten to 15 years, but there has been no increase.

Ms. Kassel stated until last year.

Ms. Kramer stated we had to winnow down, and now everything is coming due at the same time. We are about 20 years old, and everything is needing to be rehabbed. Also, we are behind the eight-ball. The 22% increase just basically brought us up a little bit, but again did not.

A Resident stated 28.1%; this is your letter. Do not say 22% because it is a lie.

Ms. Kramer stated I am sorry. Someone said 22%.

The Resident stated I have the numbers here.

Ms. Montagna stated okay, that is fine.

Ms. Kramer stated we also have to build back up our reserves because I think they sent you the reserve study that has the list of things we are going to face in the next ten years or so. That is some of the background.

Ms. Phillips stated that is just the O&M. Our debt payment does not change.

Ms. Montagna stated correct, that does not change unless you refinance.

Mr. Chokanis stated I am fine with \$350,000.

Mr. Leet stated I will say \$350,000.

Ms. Montagna stated leaving the budget, we went line for line for everything we went over; \$350,000 is the contribution to reserves, and that puts you at a 10.9% increase. If everyone is good with that, you can move onto the resolution.

**B. Consideration of Resolution 2023-06, Approving the and Setting a Public Hearing**

Ms. Kramer read Resolution 2023-06 into the record by title.

Ms. Kramer asked the hearing is when and where?

Ms. Kassel stated June 15.

Ms. Montagna stated no, July 27. It is at your July meeting.

Ms. Kramer stated right, July 27 at 6:00 p.m. here in this location.

Ms. Kassel made a MOTION to approve Resolution 2023-06, approving the budget for fiscal year 2024 and setting a public hearing for July 27, 2023, at 6:00 p.m. at the Jones Homes model home.  
Mr. Leet seconded the motion.

Mr. Leet stated it came up in the workshop, but it is a later point that we will be setting next year’s budget scheduling. That has nothing to do with right now with this motion?

Ms. Montagna stated yes, it will be at the public hearing when you will approve your annual meeting schedule. We want to change the workshop date and get it done a little earlier and not do it the same day as your meeting.

Mr. Chokanis stated I apologize for missing that. I did not realize.

Ms. Montagna stated that is okay. We want to start it earlier.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-06, approving the budget for fiscal year 2024 and setting a public hearing for July 27, 2023, at 6:00 p.m. at the Jones Homes model home.

**SIXTH ORDER OF BUSINESS**

**New Business**

**A. Master Agreement for Fountain Repair Services**

Ms. Kramer stated I am not sure how this jumped on here. That was drafted by our attorney, and we are also going to use it as a master agreement. he was kind enough to give us a way to use it for all vendors, also, as long as we stick to it and if there are any differences we need to touch base on.

Mr. Eckert stated whenever I provide a template, I am providing that for you all to use as a guide.

Ms. Kramer stated with caution.

Mr. Eckert stated if I do not actually see the proposal that has terms and conditions that somebody slaps on and attaches to this template agreement, then that might not be a good thing. So we suggest, it saves some money if the District can fill out the template contract, send it to us in a completed version from them with attachments and everything, we can do a quick run-through. If there are any problems, we can point them out. Otherwise, we would say yes, it looks fine. It will be our suggestion, but you can use it however you wish.

Ms. Kramer stated the reason that is of concern is, we ran into that with a significantly old fencing contract, that someone had just slapped the page from the vendor’s agreement as the attachment because it had the prices on it, but it also included a very damaging phrase that they never intended to be a part of the contract, but that

may end up being interpreted to be part of the contract. Again, I just caution you, yes, we do not want to run up a lot of attorney's fees, but we do not want to be penny wise and pound foolish. We need to be careful on how we do these things. That has been sent, Mr. Perez, to Professional Fountain Services? Is that correct?

Mr. Perez stated correct.

Ms. Kramer stated okay. hopefully, since the work has already been approved by the Board, when he gets it back signed, I will sign it.

Ms. Montagna stated we can ratify it.

Mr. Eckert stated we can do it now, approve or ratify, either one. That way, it does not have to come back before the Board. all you will see in the future are work authorizations that are one pagers that staff can prepare, rather than having to get a contractor sign a proposal that, again, was written by their attorney, not yours.

Ms. Kassel asked even though we already approved?

Ms. Kramer asked do we have to ratify it?

Ms. Montagna stated yes.

Ms. Kramer stated normally, once it is approved, once we approve the expenditure.

Ms. Montagna stated you have not seen this.

Mr. Eckert stated you have not approved a contract to be used for the future.

Ms. Kramer stated okay. So you are looking for approval of the template.

Mr. Eckert stated what I am saying is, there was some work that was done. We attached that to this agreement. But this agreement provides that every time there is future work that needs to be done by this contractor, staff can just prepare a work authorization, present it to the Board, and you can go from there. We have set it up so that it will be simple moving forward when you want to use this vendor. That way, when you do that work authorization, all the protections that I have built into this agreement for the CDD will apply, and that is why we did it that way.

Ms. Kassel asked for how long? For a year?

Mr. Eckert stated it is three or four years is what we put it out for, but again, you will be approving all the work they do under it.

Ms. Kramer stated we will not enter into any work authorization under this master contract unless approved previously by the Board.

Ms. Montagna stated correct.

Ms. Kassel stated I understand. But if we are approving a master agreement, I just want to know how long it is good for.

Mr. Eckert stated yes, I am looking at it right now. It is a fair question.

Mr. Chokanis asked when that work authorization comes out, will it reference this agreement?

Ms. Montagna stated yes.

Mr. Chokanis stated so we will know that we are safe under this agreement.

Ms. Kramer stated yes, I double checked that.

Mr. Eckert stated section 5B of the contract says the term of this agreement shall be from, and it is blank because I do not know the date that it is going to be signed, through September 30, 2024. That is one fiscal year after we complete this one. Then it shall automatically renew for three additional one-year terms. However, you have the right to terminate this agreement with 30 days' notice anytime you want.

Ms. Kassel made a MOTION to approve the master agreement with Professional Fountain Services.  
Ms. Phillips seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the master agreement with Professional Fountain Services.

## **B. Discussion of Frontage Fencing**

Ms. Kramer asked Ms. Montagna, do you want to explain what happened with the County on this one?

Ms. Montagna stated sure. The County came out. We did get a violation. I sent that out to the Board.

Ms. Kassel stated that was two months ago.

Ms. Kramer stated yes.

Ms. Montagna stated correct. what we did, because we had to go out and get all the material and all that, we asked for an extension. She was not able to do an extension right on the spot. I had to submit a consent order to get the extension in place. They call it a consent order agreement. So we did that. The date in there is September 30, that it basically scheduled a hearing on September 30 to go over this violation. The goal here is to get it fixed, the violation that they pointed out, get it fixed, call them and ask them to do another inspection to close this out instead of waiting until September 30. We will do that. Mr. Jeison Castillo has gotten the material in, and they are starting the repairs. The problem that you are going to run into is, it is not going to stop here. That whole thing, you cannot clean it or it will fall apart. If a good wind comes through, it is going to fall apart.

Mr. Chokanis asked are you referring to the wood or the actual vinyl?

Ms. Kramer stated it is vinyl.

Ms. Montagna stated yes, there is no wood. It is PVC four rail, and it is 20+ years old. It is brittle from being in the sun and all that.

Mr. Chokanis asked what was the violation in regard to?

Ms. Montagna stated disrepair, clean it, and it is just falling apart, damage.

Ms. Kramer stated some of the rails, when the blows heavy.

Ms. Montagna stated we did go through and get different proposals to give you an estimate on that. To my knowledge, and Mr. Hamstra and Mr. Eckert can opine on this, I do not think there is anything prohibiting you from taking that fence down if you do not want it there.

Mr. Eckert stated I have never looked at the development order to see whether that is required or not.

Ms. Kramer asked you reviewed the PD, did you not?

Ms. Montagna stated yes, I did, and I did not see anything. Hopefully I did not miss anything. I will look at it again in more detail. So that is an option, obviously, or you need to look at repairing the fence or at least start budgeting to repair that fence.

Ms. Phillips stated now that is an issue that would be nice when we send out the letter, if we can have just a card, like you said the other groups, saying if this is important to you, let us know.

Ms. Kramer stated let me go over this really quickly. The quotes we have in the package are for more linear feet than we need. We did get the Straight Line Fencing one. Did that go out to everyone, Mr. Perez?

Mr. Perez stated I was going to talk to that. I did speak to Straight Line Fencing, and they revisited a proposal that Mr. Gerhard Van Der Snel has provided them November 21 for, I think, 3,300 linear feet of fence from

Straight Line and then Chapco. They were obviously significantly less because there was less than what we are looking at. In speaking with Straight Line today, he called me because I had reached to him about using the map that we shared. He said he would honor his price on the current fence quote that he had, which was \$16. It is \$15 for materials and \$1 per linear foot to remove, so \$16 per linear foot. He said there is roughly 6,300 linear feet of fence, based off the map.

Ms. Kramer stated I measured it, and it is about 4,400.

Mr. Perez stated we can get a firm proposal.

Ms. Kramer stated we need to actually get out and measure it.

Mr. Perez stated yes, he said based off what was shared, it was close to 6,300 linear feet. That being said, he also mentioned the past issues that we have already talked about, Mr. Eckert is aware of, with the contract and what was purchased in the past, et cetera, et cetera, that he is willing. I asked him to send it to me in an email, and I was hoping to have that for you to present, which would have been off the agenda. But he said he would be willing to work with you guys, and he threw out a number of approximately \$4,000 of a discount from the \$8,800. I just threw rough numbers together. If it is 6,300 linear feet, and it is a three-rail fence, we switched from four to three, he said he would honor that price of \$16 per linear foot for a three rail.

Ms. Kramer stated the email you sent me said four.

Mr. Perez stated correct, it did, but I think you had requested that we get a price for a three-rail, as well, to see if there was any savings.

Ms. Kramer stated yes, he said there was no savings.

Mr. Perez stated yes, it is basically \$16 per linear foot.

Ms. Kramer stated for either four or three.

Mr. Perez stated yes, 6,300 linear feet, you are looking at \$100,800, with the \$4,000 discount, you are looking at \$96,800, which is substantially less than the other three proposals you have in front of you. I still want a firm. I will tell you what he said. His biggest concern is, is the Board going to take action. Because the last time, they were out here for two straight days, measuring and getting stuff together. They did all this work and bought materials, and for four years, it was start, stop, start, stop. I said to him I do not know. The Board has to hear this, and they have to discuss it. There are multiple options. I said they will either tear it down, or they will replace it possibly. I did ask him about what grade PVC or vinyl he is going to use, and he was very up front. I had done my research and just found this out on my way here. He said there is really not a grade. There is not a farm grade. There is not a commercial grade. There is not a residential grade.

Ms. Kramer asked so it is all the same?

Mr. Perez stated I am just telling you what he said. I am not a fence vendor. He said the vinyl fencing we have on Harmony's property, the reason it feels like newspaper is not because it is old; it is because it was recycled vinyl, which is a product you can purchase. It is recycled vinyl, or vinyl. He said that Harmony has recycled vinyl. Again, I am not a fence expert. It is however many years old. It feels funny. Whatever. It is sun burned or sun dried. I do not know.

Ms. Kassel stated I was told that it was recycled.

Mr. Perez stated yes, he said that a lot of people will put in their proposals commercial grade or farm grade, but it is all talk. It is just smoke. They all buy the same vinyl from the same vendor. It is just material. It is vinyl. That is my update on the Straight Line piece. Again, if the Board is considering replacement, and if we want to look at getting a firm proposal from Straight Line, we obviously want them to come out and physically measure everything that needs to be replaced, and for the proposal. He also said he would be willing to work with you guys if you decided that you wanted to do 1,500 linear feet at a time. he even said 300 linear feet, he would honor



his \$16 a foot. If you broke it into phases, he said he would be okay with that and would hold that price. I do not have it writing. I am telling you what I was told four and a half hours ago.

Ms. Phillips stated but if he is talking about a three-rail fence, then I do not think we can piecemeal because we have parts three rail and parts four.

Mr. Perez asked if you did half of it this year and half of it next year, could you get through it budgetarily? Yes, I do not think it will be the end of the world. But if you said you were going to do it over a five-year span, then I think that would look a little silly.

Ms. Kassel stated last month, we approved some kind of minimal repairs.

Mr. Perez stated parts, yes.

Ms. Kassel stated to comply with the code enforcement requirements. So that was about a month ago. Has that work been done?

Mr. Perez stated they just picked up the material. We just talked about that.

Ms. Kassel stated that is what you said, but I thought we approved it a month ago.

Mr. Chokanis stated I saw some people out in the front.

Mr. Perez stated they are working on it, but was also a three- to four-week lead time on the materials.

Ms. Kramer stated right, yes, they are going to work, they are going to fix the problems that we are code violated on right now. But what is happening is, they did a lot of work when we first got the code violation.

Mr. Perez stated pressure washed, they made repairs.

Ms. Kramer stated they made repairs. They cleaned it up. They thought they were ready. Then the code enforcement inspector did not come out right away. When she did come out, more parts had broken, which meant the code violation continues. That is what we are going to be looking at. Eventually, it looks like September is going to be the drop-dead date, what is going to happen is, they are going to start fining us \$250 a day because we cannot keep our fence in good repair.

Mr. Chokanis stated I say we get a plan to start taking it down if we do not need a fence, then figure out a path forward to get a new fence up.

Ms. Montagna stated if that is what you want to do, I will absolutely verify and make sure I did not miss anything.

Mr. Chokanis asked just get it done before September, right?

Ms. Kramer stated right.

Mr. Chokanis stated then we can make a decision going forward what we want to do.

Ms. Kramer stated he said \$1 a linear foot to take it down, so \$6,000.

Mr. Perez stated I do not know. I do not know if he is going to keep that cost if he is just removing the fence.

Mr. Chokanis stated either way, it will not cost \$100,000. We have to get the concrete out, too.

Ms. Phillips stated I do not think it is in concrete. Did she say it is not in concrete?

Ms. Kramer stated I do not know.

Mr. Perez stated I do not think there is a 4x4 post in there.

Mr. Leet stated in front of the east entrance, at least, there are a few of the columns. My question is, if we were replacing any or all this, the removal still happens, right? If we take the stuff we are removing now, we are not hamstringing or doing anything that will mess up or change how we replace that or make it cost anymore to replace that.

Ms. Montagna stated it has to be taken down regardless.

Ms. Kassel stated it seems to me taking it down, leaving it down, and then putting something up is, if you are taking it down and it is down, then do not put it back up. But if you are going to replace it, then replace at least what we are taking down right away.

Mr. Leet stated look at it this way. If it has to be taken down to be replaced, is that what I am hearing? We are not patching anymore? This would be putting a new fence in.

Ms. Kassel stated that is what is being proposed.

Mr. Leet stated right.

Mr. Perez stated you could continue to patch. But for how long?

Ms. Montagna stated right.

Ms. Kramer stated we are putting good money after bad.

Mr. Perez asked what is the next step after code enforcement?

Mr. Leet stated the sense I get is that we do not want to keep doing that. I think what makes sense, then, is to start with the removal right now. Take care of the code violation issue, assuming we check everything PD wise and make sure we are airtight with not needing to have a fence there. If that has to be done ahead of any replacement right away, we do that now. We get it out of the way. We take care of the code enforcement issue short term. Long term, then we can look at it. People will notice we do not have as much fence. Around the golf course, maybe it does not matter as much, where neighborhood H where it is right next to people's houses probably has more impact, and we can get that feedback from people and see where it is and see people's reactions going forward, rather than the full mile or however long it is we end up replacing. Do it in stages.

Ms. Kramer stated I like that idea. The area I have been noticing, because I have going up and down and looking for, if we take it down, will there be homes exposed? There really are not that many except over there near the west entrance.

Mr. Chokanis stated right.

Ms. Kramer asked what if we took it down and we have a break in the white fence at our conservation area, which is just past the west entrance?

Mr. Leet stated it is not in that bad a shape.

Ms. Kramer stated on that west entrance. What if we just take it down from that conservation area all the way east to where our ownership ends? The golf course can take down theirs or leave it up because we do not cover that. That would be in the area that is down below the overpass, or the tunnel, which really is not seen from the street at all, anyway.

Mr. Leet stated I was just looking, and there is a section that the golf course owns.

Ms. Kramer stated and they are enforcing against them, too. We may find that they ripped that down.

Ms. Montagna stated they did against you all, the golf course, and Harmony retail.

Ms. Kramer stated Omni is the new owner all the way out to the east. If we just take from the conservation area east, all that down, and then as they are taking it down, there have been new pieces put in. Any pieces that are in decent shape, then if there is broken stuff on the other end, we can repair and see where we go from there.

Ms. Kassel asked do we know how many linear feet?

Ms. Kramer stated I think there are only two houses.

Mr. Leet stated no.

Ms. Kramer stated and the other all has a huge landscaped buffer between the houses.

Mr. Leet stated yes, so there is Claybrick, past the overpass, and then there is the landscaped buffer. Then there is golf course, which has their own fence, conservation area with no fence, then there is the pond behind H-2. There are a few houses there, but then when you get to the other side of H-1, there are several of the houses that are rear load that are right along that fence. Again, that is in better shape.

Ms. Kramer stated they have such a huge landscaped buffer that you cannot see through it, but I was thinking leaving it all in that area right now since those are where the houses are. There are no houses in the other areas that face right on. The condominiums and townhomes, the tunnel and the overpass, keep them buffered.

Mr. Perez asked can I make a suggestion?

Ms. Kramer stated sure.

Mr. Perez stated we should probably inform Mr. Castillo to stop repairing anything in those areas.

Ms. Kramer stated I am hoping we will know right now, one way or another.

Ms. Phillips stated that is what I was going to ask.

Mr. Perez stated if he has already started. I know he has already started having guys replace stuff. So instead of putting them up to take them down, he should stop.

Ms. Kramer stated that is what I am saying. We should know tonight.

Ms. Montagna stated in a few minutes.

Mr. Perez stated that is just my suggestion, on top of what you were talking about. If you are going to do that, we need to inform him to stop, so that we are not having to chase down what pieces were replaced and going back out and moving them.

Ms. Kramer asked the other question is, do we have approval of the consent order yet?

Ms. Montagna stated she sent me the final.

Ms. Kramer asked has it been to the code enforcement board and been approved? That is my question. I do not know that it matters whether we make this decision tonight.

Ms. Montagna stated we mailed the original to Osceola County code enforcement, attention Ms. Jennifer Nobles. That was mailed on the 12<sup>th</sup> per Ms. Lisa Smith's, at Osceola County, request. No, we have not heard anything.

Ms. Kramer stated my understanding from when we talked last, it has to go before the code enforcement board to see if they will even enter into it with us.

Ms. Montagna stated that is correct.

Ms. Kramer stated so we do not have the final.

Ms. Montagna stated no.

Ms. Kramer stated they may, at their next board meeting, say they are not going to do this consent agreement and will start fining us \$250 a day.

Ms. Montagna stated yes, they could.

Mr. Eckert stated they could, but that is not how the County normally operates.

Ms. Kramer stated I would not think they would.

Mr. Eckert stated staff will put that out there.

Ms. Kramer stated I do not now. They are pretty upset with us right now.

Ms. Montagna stated they are.

Ms. Kramer stated extremely upset with us.

Ms. Montagna stated the date is September 30, and she wanted to put that date specifically to give us enough time, so you were not running up against a clock.

Ms. Kassel asked what is the shape of the fence in front of H-2 and H-1?

Mr. Leet stated I would say pretty good. You can go on Google maps, and look at a street view.

Ms. Kramer stated it is better. I do not know why it is better; it was all put in at the same time. It seems to be in a lot better shape than the remainder of it. The worse part seems to be east, in. I do not know if it is a matter of sun shining.

Mr. Perez stated morning sun. It is getting more sun than the west end.

Mr. Leet stated also around the east entrance, there is the tower and it is not just a straight fence. There are extra columns and everything. We are not talking about doing anything with that, right?

Ms. Montagna stated I do not know what you want to do with what. I just know that the fence probably needs to be replaced.

Ms. Kassel asked does the CDD own that?

Ms. Kramer stated yes.

Mr. Chokanis asked what specifically is the violation? Our community? Is it specific to the fence line out front?

Ms. Montagna stated this one was the fence for us, but she also walked some golf course stuff and violated them. She also walked some developer stuff, and violated them.

Ms. Kramer stated if you go in front of where the commercial buildings are, you will see tape to the light posts out there, a violation notice. They are also violating them for the overflowing dumpster and all sorts of things.

Mr. Leet stated we own basically the frontage. So when it hits the column and starts going back to the part that wraps around, that is Harmony Cove. Obviously, we do not want to do anything to that column that is on ours that runs across the fence.

Ms. Montagna stated you can only do something on your property. That is it.

Mr. Leet stated right. We could take that column.

Ms. Montagna stated you could.

Mr. Leet stated I am not saying we should not.

Ms. Kramer stated that is an entry feature.

Mr. Leet stated right, which is on their property. So we want to make sure we are carving out whomever we are talking about removing it, but we do not want to do anything that adversely affects the other landowners.

Ms. Kassel asked do I understand that we are sort of playing around with the idea of removing all the fence that is not in front of houses, and replacing the fence that is in front of houses? Or we are waiting to replace, just removing the fence that is not in front of houses and waiting to replace the fences in front of houses until it degrades?

Mr. Leet stated my thought for immediate action, to avoid code enforcement penalty, is to remove the violating section as part of that eastern portion, which is not in front of anyone's houses that is derelict and would need to be removed, whether we replace it or not.

Ms. Kramer asked so that is by the conservation area, east?

Mr. Leet stated yes.

Ms. Kramer asked all of our ownership?

Mr. Leet stated with that carve out affecting the entry features.

Ms. Kramer stated right.

Mr. Leet stated everything west, which is in front of homeowners and is in better shape, that is not a critical need right now. We do not need to pour money in that direction right now.

Mr. Chokanis stated I would say, if we already bought material and your colleague is working that, maybe there are areas around people's homes that he can fix instead of the fence line.

Ms. Phillips stated that is what we are saying, hang onto the materials.

Mr. Perez stated what I was going to add to what Mr. Leet was saying is when we are taking down the conservation east, he recently replaced pieces or nearly replaced pieces that we saved, and then we move them to the homeowner side. All the new stuff we just purchased, we start working from the west entrance toward the property line.

Mr. Leet stated yes, we can get a lot of mileage out of that, we would get more use out of that. As far as Straight Line and making use of the deposit and everything, we need some fencing associated with the maintenance facility.

Mr. Perez stated we have not engaged in pricing the maintenance facility, but that one is more up in the air because we do not know which plan.

Mr. Leet stated right. If we are not immediately putting up new highway fencing, we are talking about doing the removal right now, and that at least gives us time and other budgetary things we can figure out, to decide. Maybe no one cares, and we just do not replace it, and it is one less maintenance thing that we have to budget for. In the meantime, if we are not immediately doing anything with the Straight Line deposit, we do have this immediate need of the maintenance facility and some amount of fencing around that.

Mr. Perez stated I can speak on the Buck Lake fence. Straight Line did send me an email back, again it was not an official proposal. The very rough architectural design I put together originally, I drew out a fence around it. They came back with the black vinyl privacy slatting through the black six-foot fence at about \$11,000 to install that. Without it, it is about \$8,000. I cannot remember but I can find that email and confirm that, but that was a Straight Line Fencing email, unofficial number.

Ms. Kramer stated so they may be amenable to applying a portion.

Mr. Perez stated he did not speak on that when I spoke to him today. He was more speaking on the PVC fence along U.S. Hwy 192, but I am sure we can engage in that conversation.

Ms. Kramer asked do we have a motion on the PVC frontage fence issue?

Ms. Kassel asked do we need to vote to take down the existing fence from the conservation area east?

Ms. Kramer stated yes, subject to the County confirming we can do this.

Mr. Eckert stated subject to someone confirming you do not have to have it there.

Ms. Montagna stated yes, I will get that. That needs to be part of the motion.

Mr. Leet stated subject to that approval, I propose we proceed with the removal of the U.S. Hwy 192 fencing. Do we have a quoted amount for that?

Ms. Kramer stated it should be within their discretionary money to authorize.

Mr. Perez stated if they honor the \$1 per foot.

Ms. Kramer stated trust me, it may not cost much money to take it down.

Ms. Montagna asked you are removing the fence along U.S. Hwy 192?

Ms. Kramer stated from the conservation area east.

Mr. Perez stated only on CDD property.

Ms. Kramer stated with the exception of the east entry feature.

Ms. Kassel stated and subject to.

Ms. Kramer stated approval by the County.

Mr. Leet made a MOTION to approve removing the existing fence along U.S. Hwy 192 from the conservation area east, with the exception of the east entry feature, subject to approval by the County this fence can be removed.  
Mr. Chokanis seconded the motion.

Mr. Leet stated we have five or six audience members. Do we need to do anything? We have an audience. They have heard us discussing it. Is there any harm in seeing if there are any comments?

Ms. Kramer stated let me just ask this. Is there anyone in this room who wants very much to keep the fence and is opposed to this?

Mr. Leet stated that is my question.

Ms. Kramer stated I do not see any hands. I do not want a lot of discussion.

Ms. Kassel stated or on Zoom.

Mr. Leet stated I have not heard anyone speak up.

Ms. Phillips stated it does not matter because we can still build it again later.

A Resident stated no, you cannot.

Ms. Phillips stated theoretically we can build it again later.

Upon VOICE VOTE, with all in favor, unanimous approval was given to removing the existing fence along U.S. Hwy 192 from the conservation area east, with the exception of the east entry feature, subject to approval by the County this fence can be removed.

Mr. Perez stated I will inform Mr. Castillo to stop any future repairs.

Ms. Phillips stated on this here, my house with the \$300,000 reserve that was in the budget already, my assessment will go up \$64 this year plus the extra \$25 for the extra \$50,000. So we are looking less than \$100. My home is in the older section, but my frontage is not very big. But it is not as hateful as it seems when people look at the numbers that way.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Field Manager**

**i. Field Report**

The field report is included in the agenda package and available for review on the website or in the District office during normal business hours.

Ms. Kramer stated Mr. Castillo is at his daughter's graduation, so Mr. Perez will be filling in for him.

Mr. Perez stated the field manager's report is in the agenda. I know there were some questions on grinding that came up. Grinding slowed down a little bit in the month of April because we were clearing out the CDD trailer, the containers, and all that stuff. They really put a lot of time and effort into that moving into Ashley Park. You will see grinding pick back up. Catherine requested Brad's spray logs. He is keeping them. He sent me a note that if you see one date, pick a number like May 8, 2023, he said he probably worked in that specific area for the entire week. The only thing Catherine has asked back is, she will see the product used and the label rates, and Brad has all that. I am sure you want to talk about the splash pad in this update.

Ms. Kramer stated we will talk about the splash pad in a moment. Anything else before we get to the splash pad?

Mr. Perez stated we have the 20-foot pontoon boat right now damaged earlier. It has a motor that is down. It is not a typical trolling motor; it is a transom-mounted, steering-controlled motor. It is a little bit more expensive. We have three proposals that are all in the \$3,600 to \$3,900 range.

Ms. Kramer asked so it is below your \$5,000?

Mr. Perez stated yes. We have that, and I will send those over to you.

Ms. Kramer stated I believe I have them all.

Mr. Perez stated yes, I think I sent them. I think I put a note that I would like to go with Amazon because they already have our tax-exempt stuff. Are there any other questions you all have for me on this report?

Ms. Kramer stated the grinding, the quarter-inch grinding, I have been noticing again, as we go, they keep wiggling and coming up. Do you need us, if we notice it, to go ahead and just give the staff a heads up?

Mr. Perez stated sure, the same thing happens in Celebration where we have a similar situation: staff is onsite. We get emails all the time, like there is a lip and it is a trip issue. We can grind them, and like at the last meeting we had that storm event that rolled through here. If you get some high-wind events, and those tree roots will pick them up again. If you find one, just send us an email.

Ms. Kramer stated for all the Board members and the public our criteria is, if it is one-quarter inch difference in height or above, please let CDD maintenance know by sending us an email. That way, the staff can get it on their list and get it ground so that we do not have any trip or fall hazards out there.

A Resident asked are you talking the sidewalk?

Ms. Kramer stated right.

The Resident stated I am confused.

Ms. Kramer stated the sidewalk panels, they are 4x4.

The Resident stated I am confused because I heard trees.

Ms. Kramer stated the roots are pushing them up. Please, anyone out there, let us know if you see them so we can get those taken care of. I know we have some walkers in here.

Mr. Perez stated the last update I have is the Polaris. We put a new exhaust on. I spoke to Route 1 and said everything is up and running. Mr. Castillo brought it back here and ran it for 15 to 20 minutes, and all of a sudden, the dashboard starts flashing and beeping: oil pressure issue. So we shut it down. We got back in contact with Route 1. They are going to take a look at it. It may be an oil pump. My question kind of goes back to the same thing that we have with Kissimmee Motor Sports. They just had it there. They were running it, and they made repairs.

Ms. Kramer stated right. Did they not test drive it?

Mr. Perez stated they had it for a few weeks, so they were doing some work on it. I think it ended up being around \$900 worth of work, \$980 worth of work.

Mr. Chokanis asked is this the Polaris you are talking about?

Ms. Montagna stated yes.

Mr. Perez stated I do not know what to say. We reached out to Briggs. I think I shared my email with Briggs.

Ms. Kramer asked you still have not heard back from them?

Mr. Perez stated nothing. I did not even hear back from them when I started copying Mr. Brent Maynard from Polaris.

Ms. Kramer stated give them one more try, and if it does not work, then we may have to look at a new engine or scrapping it at this point. I would rather get rid of it.

Mr. Perez stated the only other thing I will add, during our budget process, another District that has Maxicom, we did discuss that eventually Maxicom is going to phase out. It is an old system. It is an old software. It is an old program for irrigation. I do have some rough numbers, not necessarily for Harmony, and I am still putting those together with the number of controllers and everything else. You do not necessarily have to go back in with Maxicom or a system like a central computer system. There is newer technology out there. When I have that, I will provide it. I think it is more for future budgeting purposes, but you need to see the number for probably next year's budget so you can start thinking reserves. It is going away. We piggybacked on Disney's order to buy some new clocks because they are very few and far between now. It is coming.

Mr. Leet asked being distributed, is that something that can be phased in somewhat gradually? Like when it fails?

Mr. Perez stated yes, you could. The numbers I have are from a different manufacturer. Maxicom is Rain Bird. The numbers I have are from Hunter, which is another very reputable irrigation vendor from the golf course side all the way down to residential.

Ms. Kramer asked do you even have a ballpark?

Mr. Perez stated if you give me another 15 minutes, I can chime in then and say about what it is going to cost.

Ms. Kramer stated when we are finished with you here, we will let you do that, just in case we need to adjust anything.

Mr. Perez stated that was all I really had for an update.

## **ii. Splash Pad Updates and Options**

### **a. Professional Fountain Services Proposal #1790 for Motor Installation and Other Fountain Services**

Ms. Kramer stated as everyone knows, when PFS came in and did some work, the pipe was cracked. We had a leak. It flooded and destroyed our variable frequency drive ("VFD"). I looked back in avid, and PFS had replaced that in 2020. So it was a fairly new VFD panel. I thought it was the original one. And it destroyed our brand new pump motor. They have a proposal for us now to replace both the VFD panel and the pump motor, and them to do the programming as necessary to get it up and running. And they are doing the piping. They are fixing all the exposed pipes in the vault.

Mr. Perez stated correct.

Ms. Kramer stated that is a proposal for \$11,793. We already spent \$23,000 on it.

Mr. Perez stated yes, and there is a cost analysis in there. I was asked if we just want it to be more of a static fountain, where there is no variations of flow and heights, et cetera, what that would be. You still have to have a VFD to take it from three phases to two back to the motor. The VFD will help with that. The programming for



the VFD to run that system is about \$2,000, so you would have a \$2,000 savings to see it not pop up and down and see it dance.

Ms. Kassel stated yes,, but that is what makes it fun for only \$2,000 more.

Ms. Kramer stated yes. If it was \$10,000, that might be something.

Ms. Kassel stated we have these proposals from PFS for \$11,793.34.

Mr. Perez stated right. They did provide a second one because if you want it to be static.

Ms. Kassel stated which is \$2,000 less. That means since we approved the contract, we can just approve this as a work order?

Mr. Perez stated a work authorization.

Ms. Kramer stated we will still fill out the paperwork.

Ms. Kassel made a MOTION to approve a work authorization for proposal #1790 from Professional Fountain Services to repipe, a new motor and gaskets, a new VFD, and programming for the VFD, as discussed, in the amount of \$11,793.34.  
Ms. Phillips seconded the motion.

Mr. Chokanis stated the motor, we had a brand new motor put in September 15, 2022. Do we not have a warranty or anything on that?

Mr. Perez stated it was an act of God.

Ms. Kramer stated not when it is flooded with water.

A Resident stated if it is a pump, it should be waterproof.

Mr. Leet stated there is electric. Just to go over the sequence, we had the impellor rebuilt on it.

Mr. Perez stated it was an entire motor replacement.

Ms. Kramer stated we got a brand new pump.

Mr. Leet stated okay.

Mr. Perez stated it is a motor, not the pump.

Ms. Kramer stated but we got an entirely new pump from Spies.

Mr. Perez stated no, the pump is when you look in the vault, it looks like a pool pump. It has a clear filter screen. That is the pump.

Ms. Kramer asked the \$9,000+ was just the motor from Spies?

Mr. Perez stated that was just the motor.

Ms. Kramer asked just the motor? I thought it was a whole specialized pump that had to be a certain size and fit in the vault.

Mr. Perez stated it is big, and there are different gaskets on it. It has to hook up to the pipe.

Ms. Kramer asked and now they are able to replace that whole thing? We paid Spies \$5,000?

Mr. Perez stated it sounds like it.

Ms. Montagna stated and we had to wait. Remember they were the only ones who could get it, and then all of a sudden they could not get it?

Mr. Chokanis stated it has been discussed that it is less than a year old.

Ms. Kramer asked now the question is, are they going to elevate these things higher when they put them in again? Or can they?

Mr. Perez stated it did not matter with the automatic shut off. It was still electrical that got exposed.

Ms. Kramer stated the problem is, you could have a floating valve so when the water comes up, it automatically shuts off. But if it is a break in the line, what is it going to shut off?

Mr. Perez stated I can ask. I do not know how they do that stuff. My suggestion is you probably need to put multiple pumps in there, not just one. That way you have multiple, like if one fails, you have another one still going.

Ms. Kramer stated let us do whatever is necessary to protect those expensive items.

Mr. Perez stated the other thing I will tell you, when I sent the contract over, she thought it was the approval for this repair, so she has already ordered the motor. She said it was no big deal, and she was not going to charge us for it, but that is good.

Ms. Kramer stated it will be quicker.

Mr. Leet asked my question is, what is left? Is there anything else left that is original equipment?

Ms. Kramer asked anything else that can go wrong?

Mr. Perez stated the only thing is remaining, and this is where you get to that big number Ms. Montagna was talking about, \$300,000, are the pipes that are underground that go to the physical splash pad.

Mr. Leet the original layout.

Mr. Perez stated and the pad and everything where it comes out. I have no idea. It is underground, and you cannot see it. Internally, no, there would not be anything else. Again, the other stuff in there when you go look at it, the pump that is in there looks like a pool pump. It has a filter screen on it, and that helps. If it has low pressure, it will shut down. That is only because when it clogs, it will pump it out.

Mr. Leet stated for anyone who is unaware, it is legally a pool.

Mr. Perez stated yes.

Mr. Leet stated we monitor pH and everything.

Ms. Kramer asked were you able to visit with them and discuss the possible deterioration rate of the pipes under the ground?

Mr. Perez stated no.

Mr. Leet asked is there any point, while it is being repiped in the vault, of more scoping?

Mr. Perez stated I can ask.

Mr. Leet stated there is no harm in asking. It might be an expense, but this might be a good opportunity to make sure everything that is left is at least in decent shape or if there is anything preventive that we can do.

Ms. Phillips stated they should be able to send a little thing with a flashlight.

Mr. Perez stated I will ask tonight and send an email.

Ms. Phillips stated you do other CDDs. Is it possible that we could find another CDD that has a similar problem and talk to them?

Mr. Perez stated there are not a lot of CDDs with splash pads.

Ms. Montagna stated not anymore.

Ms. Kramer asked or HOAs?

Mr. Perez stated the splash pads they have are attached to kiddie pools, like a kiddie play area.

Ms. Kramer stated dumping buckets.

Mr. Perez stated Celebration has a splash pad, but they have not had issues. They are currently in their budget talking about spending \$300,000. That is what Ms. Montagna mentioned today, to redo the whole thing. We are not having failure.

Ms. Kramer stated it is that time.

Ms. Phillips stated we do not want to do this and have something else pop up next week.

Mr. Perez stated Churchill Pool does their maintenance contract, and we are not happy. We are probably going to get rid of them.

Ms. Phillips stated that was my next question, who maintains it going forward if we get it up and running.

Ms. Kramer stated that will be the next one. Let us do this one.

Upon VOICE VOTE, with all in favor, unanimous approval was given to a work authorization for proposal #1790 from Professional Fountain Services to repipe, a new motor and gaskets, a new VFD, and programming for the VFD, as discussed, in the amount of \$11,793.34.

## **b. Professional Fountain Services Proposal #1792 for Quarterly Maintenance**

Ms. Kassel stated this was not listed on the agenda.

Ms. Montagna stated it is included.

Ms. Kassel stated it was in the package but not listed.

Ms. Kramer stated it is part of the splash pad update and options.

Mr. Perez stated I did ask PFS to provide this because, like our heater situation, I have explained this and talked to Ms. Kramer. We have certified pool operators (“CPO”) on staff. I have one. Ms. Montagna has one. Mr. Castillo has one. The CPOs can make sure the pH and the chemical levels in the water are great, but it does not mean we have the mechanic intelligence quotient to go in and say here what to do with this pump and here is how you adjust that. It is pressure and a lot of stuff is driven that way. But that is not what we specialize in. We do not specialize in the hydraulics of the pump.

Ms. Kramer asked quarterly maintenance, what is it going to include? Did they tell you?

Ms. Kassel stated it is right here.

Ms. Phillips stated it is right on the page.

Mr. Brent stated clean the vault, clean the strainers, clean the filtration system, check all the electrical, VFD, voltage, pumps, motors, unclog nozzles.

Ms. Phillips asked it costs \$1,200 to do that?

Mr. Perez stated for each quarter.

Ms. Phillips asked I mean each time they do that, it is \$1,200?

Ms. Kassel stated yes.

Mr. Perez stated we will probably put that into a contract.

Ms. Kassel stated we already have a contract.

Mr. Eckert stated it will be a work authorization.

Ms. Montagna stated under the PFS contract that we just approved.

Ms. Kramer stated there was something that had to be done almost monthly here, changing some sort of valves or gaskets.

Mr. Perez stated solenoids and filters.

Ms. Kramer asked just pull them out and clean them and put them back?

Mr. Perez stated PFS did not say anything about that. I will say that the solenoids that they used, we had three-quarter-inch solenoids, and they went to inch and one-quarter.

Ms. Kramer stated so that should not be an issue, but that will be part of the maintenance.

Mr. Perez stated yes, it should be.

Ms. Phillips asked field services goes and checks the pH in the water every day?

Mr. Perez stated absolutely. We gave to.

Mr. Chokanis stated it would be nice if this maintenance would provide some warranty against the splash pad if something broke. Maybe they can give us some kind of discount or a warranty with the motor. If we are paying almost \$5,000 a year, which is going to bump up our overall budget every year, it would be nice to have.

Mr. Perez stated I can ask what the warranty information. the thing I did not ask PFS, I think they mentioned on the repiping, it is one year for labor. I will get all that information and email you all.

Mr. Leet stated our reserve study had ongoing maintenance for the splash pad estimated at about \$2,000 to start and escalating over time, but every three years. This would be a bit of a step up for that. At the same, we need to protect our investment.

Ms. Kramer asked do we want to do anything tonight on this, or wait until we get a response from Brad?

Mr. Leet stated I want to hear about a warranty.

Ms. Montagna stated you approved the proposal for PFS. You should absolutely approve the maintenance.

Ms. Phillips stated that is what I was going to say. It would be penny wise, pound foolish not to.

Ms. Kassel made a MOTION to approve a work authorization for proposal #1792 from Professional Fountain Services for quarterly maintenance of the architectural fountain, for quarterly inspections in the amount of \$1,200.00 per quarter, or \$4,800.00 annually.  
Ms. Phillips seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to a work authorization for proposal #1792 from Professional Fountain Services for quarterly maintenance of the architectural fountain, for quarterly inspections in the amount of \$1,200.00 per quarter, or \$4,800.00 annually.

**B. District Engineer**

**i. Community Maintenance Facility Update**

Mr. Hamstra stated based on the last meeting, you had asked us to look at a site plan layout for Tract D, which is next to the entrance road to the golf course maintenance facility. We did two versions. One version is access off the golf course maintenance road, and the second access is off Five Oaks. We were also asked recently to do

a conceptual cost estimate for the lakefront location versus the Tract D location. Those are provided in the emails from, I believe, this afternoon. The lakefront maintenance facility was roughly \$90,000 with a 15% contingency. The Five Oaks Drive community maintenance facility was roughly \$350,000 with a 10% contingency. Two variations of the site plan. As you remember, you collectively chose the second location with potential opposition of the proposed location at the lakefront. So this one would be a building with an office, unlike the one at the lakefront, correct, Mr. Perez? Tract D would be with an office in the building, where the lakefront did not have an office.

Mr. Perez stated no, and the cost estimate includes an office at Buck Lake.

Ms. Kramer stated the difference was the restroom, because Buck Lake has a restroom really close, but there is a restroom cost involved with Five Oaks.

Mr. Perez stated that is correct.

Mr. Leet asked the real difference is whether you are entering off the golf maintenance road or off Five Oaks?

Mr. Hamstra stated yes. I cannot tell you sitting here, Mr. Leet, if the County will allow two entrances that close to each other. They usually have a minimum distance, but you at least have an idea of how Greg was able to squeeze in the building, the parking, the access to the lean-to shed area, the stormwater pond, setbacks, and things like that. It is shoved in there, but it works.

Ms. Kramer stated we would have to check with the telephone easement to make sure there was not any interference there. But when we went by the other day, Ms. Montagna and I were out doing site visits, closer to not only the County's concern but when you get closer to the golf maintenance, there is a light pole between the trees that blocks one possible entrance, and there is a stormwater culvert in the other one that would prevent the entrance from being in either of those two locations. It would have to shift all the way to the far end of the triangle.

Mr. Hamstra stated for anyone who wants to see a blown up version, it is on the kitchen countertop behind Ms. Kassel and Ms. Kramer. There is a two-foot by three-foot plot of each site plan.

Ms. Kassel asked what is this dotted line?

Mr. Hamstra stated that is the proposed piping to take the water from the paved surfaces to the pond.

Mr. Leet asked that would be a dry retention pond?

Mr. Hamstra stated hopefully. We do not have any borings yet to know whether or not the ground water will allow us, but we are hoping we can get away with a dry pond.

Ms. Kassel stated but none of this conceptual work was really done on the lakefront, so we do not really know what obligations we might have there, expense wise.

Ms. Montagna stated they are in there.

Ms. Phillips stated it was on mine.

Ms. Kramer stated the lakefront has pre-existing parking.

Mr. Hamstra stated the reason we had more detail on the Tract D is, we were fortunate enough to have a survey done by others, by your prior surveyor, so that allowed Greg to have more control on the boundary, the topography, the contours. We had a lot more information there to go into more detail. The one he did for the lakefront was based on an aerial map, and he was dropping things in conceptually.

Ms. Kramer stated it had some elevations.

Mr. Hamstra stated yes.

Ms. Kramer stated the difference is, the structure at the lakefront is going in over a currently existing impervious surface, and we are not adding any new impervious surface because we already have the parking and everything right there. So we would not have to do any stormwater work or anything of that sort.

Ms. Kassel asked are we sure about that?

Mr. Hamstra stated I do not know the condition of the pavement. If you do any form of reconstruction, you will need a pond. But I do not know how good a condition the base and the subbase is, but if you use the existing impervious area, we will not have to retrofit the site. But if we do get into the base, and we construct it, we can bring it to current standards.

Mr. Leet stated it sounds like there has to be something. That parking area goes off to the side, but there is not really a good way to secure that. Would we still not have to add some impervious, whether it is for the lean-to or any kind of access?

Ms. Kramer stated no, right now there is a 45x25 slab down there.

Mr. Leet stated yes, and there is a walkway going to that.

Ms. Kramer stated yes, from the parking lot.

Mr. Leet stated yes, so the impervious surface is already there. The parking lot that goes off to the east, does that meet all the needs?

Ms. Kramer stated yes, that would meet all of our parking requirements. I think you have about ten pots there.

Mr. Leet stated right, but then we talked about having a lean-to, some kind of outdoor storage, in addition to the building. Are we saying that all fits on that 25x45 pad?

Ms. Kramer stated yes, that is the way it was designed.

Mr. Perez stated it will be a different shaped building from what you are looking at.

Mr. Leet stated it is 45x45.

Mr. Perez stated correct. There was more room. We can shrink that building down if we need to.

Mr. Leet stated that is just my question. I am not expecting that will have much of a material cost if we made the Tract D building a little smaller to match.

Mr. Perez stated it is not.

Mr. Leet stated right. So my question is, that smaller footprint for the building, lean-to, and everything else, would that be sufficient at the VC-1 location? Or are we not really doing a comparison because there would have to be some additional approach, paving, or anything like that with potential drainage impacts, that would potentially drive that cost up higher.

Ms. Kassel stated that is what I was asking.

Mr. Perez stated the tract that is on the screen, if you will recall a while back, that is where we were looking to put the dog park. Mr. Hamstra had some historical site plans, is that the right word?

Mr. Hamstra stated detailed survey.

Mr. Perez stated detailed surveys of this area, so he was able to give you a more in-depth site plan and site development cost et cetera on this location than we have on the Buck Lake location. I can shrink the building down here, and I can make it bigger at Buck Lake to make it apples to apples, but the cost for the building in the cost comparisons or the engineering cost estimates that Mr. Hamstra gave you are actually quotes from the same vendor, just different building size. You can interchange those numbers.

Mr. Leet stated yes. I get that. The question is, we are saying the basis for comparison is the 45x25 pad that is already out there on VC-1 that we could fit everything we need to on that, and therefore, would not need anymore drainage or something.

Mr. Perez stated I do not know.

Ms. Kramer stated we were out there, and we actually brought the carts out there, this was two months ago. We parked the carts there. We analyzed it and said yes, that surface would be sufficient.

Mr. Perez stated I think what you are saying is, what additional drainage and do we need stormwater runoff.

Mr. Leet asked if we are saying that is sufficient, is that saying it includes a lean-to?

Mr. Perez stated right.

Mr. Leet asked how do we get to that lean-to, because there is just a little walkway there? Are we okay with that?

Ms. Montagna stated it will be on that drive that you would take a right.

Mr. Perez stated yes, you would take a right off that gravel road. There would probably be some additional costs over time.

Ms. Kramer stated we drive through the grass all the time.

Mr. Perez stated we had talked about fencing from this front corner of the building straight out, and then coming up and then back so we had some depth behind the building. More than likely, the roll door would be on the back side. The lean-to would be more of an L-shaped building that will actually have inside storage, so the lean-to will be much smaller. But it would be here, and this fence would continue up and out this way. We would probably have a double gate right here.

Ms. Kassel stated we cannot see.

Mr. Leet stated he is showing it on the screen.

Ms. Kassel stated but I am looking at the screen, and I am not seeing it.

Ms. Kramer stated no, he is just pointing it out for Mr. Leet.

Mr. Perez stated what I was saying is, here would be the fence. This is where the door to the office would be. The fence would come out, down, and around a little deeper because we want to have the ability for the roll door to be on the back side, not the front side, so it is secured behind the gate, as well.

Ms. Kassel stated but the land dips down there, and then you are just driving on the grass.

Ms. Montagna stated it does not.

Ms. Kramer stated it does not dip down until quite a ways over. See where the fenced area is?

Mr. Perez stated the roll door would be back here. The lean-to side would be over here on the back side, so that way there will be a double gate on this side where they would be able to drive in with their mules and the truck. If they need to get a trailer, we would store the trailer back here. The roll door would be here. The lean-to in this area here.

Ms. Kramer stated the trailers would be under the lean-to.

Mr. Perez stated some of the smaller ones, yes. The larger one probably would be stored inside.

Mr. Hamstra asked will you gravel that or pave it?

Mr. Perez stated we would probably have to gravel this over time.

Ms. Kramer stated right now, it is just sod that they have run across.

Mr. Leet stated that is my question. Would we be allowed to build on that? Or does it make, in your engineering judgment, sense to build like that? Or do we need to look at some other kind of site prep in addition to what is already there to make that useable and be practical and useful?

Ms. Kramer stated the most cost-effective place would be in the two parking spaces right there with a fence around it so you would not even see it. the other option is to put it off to the end of the parking lot. However, that is more movement for the garbage trucks, and it is an additional cost because you have to put a pad there for it.

Ms. Phillips asked what do we need a dumpster for?

Ms. Kramer stated for all the garbage bags from the garbage receptacles.

Ms. Montagna stated doggie pot stations.

Ms. Phillips asked could we not put it on that other piece of property?

Ms. Kramer stated we cannot run that truck down there. It ruins the road.

Ms. Phillips stated I meant on that corner lot.

Mr. Leet stated my thoughts, looking at the numbers, what we are saying with those assumptions about using the lakefront site and saying there is no paving, grading, or anything else would still come to \$88,400, versus the cost for Tract D would be \$346,000. We are looking at just over four times difference. What I want to make sure with my questions is that there would not be any other site prep or grading or anything else that would drive up that lakefront cost.

Mr. Hamstra stated this is soup to nuts. It is a virgin site with nothing on it. We would build a whole new facility, parking, building, utilities, landscaping; that is soup to nuts. I cannot tell you sitting here if unintended consequences are going to pop up at the lakefront.

Mr. Leet stated so the rest of the Board knows, this would be my preference. We have heard plenty of feedback from residents that there are lots of arguments against having it near the park and near the lake and everything. I am just trying to make sure we are as clear as possible about all the costs comparison between the two sites.

Ms. Kassel stated it is also not apples to apples.

Mr. Leet stated I think there is enough unknowns with the lakefront site just on what additional costs there could be to make that fully useable.

Ms. Kassel stated but it is not apples to apples because the plan for Tract is a much bigger facility. It is almost twice as big.

Mr. Leet stated yes, and that was the question I had earlier, that if we to skinny this building here to make it 45x25, that is not going to have a huge impact on the overall cost.

Mr. Chokanis stated there are \$12,000 worth of trees. I know it is part of the landscaping, but do we really need trees put in?

Ms. Kramer stated on a whole new development site, they have certain landscape standards we would have to meet. At the lakefront, we already have the trees that are right there, and the shrub hedge that screens the part that faces the parking lot. We would still have to add some additional either privacy fence or some shrubs that go around the other side of the fencing, so that would be required. I am not too sure, again, if we are pretty much just bringing in a fencing contractor and the metal building constructor, and how much of some of the other costs that we will face. There is already a concrete sidewalk out there to the site, so we would lose that cost, and the dumpster pad if we put it right there. The dollars and cents speak to me, as well as the closeness to the facilities that we need.

Ms. Phillips stated but the dumpster does not have to be at the community maintenance facility.

Mr. Leet stated they use it all the time.

Ms. Phillips stated but they are out and about gathering the trash. If the dumpster was at Lakeshore Park and the building was at the other one, I am not sure the dumpster needs to be at the facility.

Ms. Kramer asked why would we put a dumpster at Lakeshore?



Ms. Phillips stated to save money.

Ms. Kramer stated that would not soave an appreciable amount.

Ms. Phillips stated I am just saying, some things in here maybe do not have to be there. My biggest beef with the lakefront location is, I think it should have a bathroom. There could be a thunderstorm, and if they need to use the restroom, now they have to go over there.

Ms. Kramer stated to be truthful, they will not be using the bathroom in the facility. The County will make us put it in.

Ms. Phillips stated you mean at the lakefront. We are talking about doing it without a bathroom.

Ms. Kramer stated right. But I am saying even in the other one, our staff is typically out and using the restrooms at the lakefront or at the pool or at other locations. In fact, they used it so rarely at the staff trailer that they did not know there was a need to pump out the holding tank. I do not think the restroom is that critical, but for the fact that we are absolutely going to have to put a restroom facility—the County will require it—in the dog park location.

Ms. Phillips stated this is a dilemma.

A Resident asked did Mr. Leet say the facility at the dog park would be larger than what the other would be?

Ms. Kassel stated yes.

The Resident stated so looking down the road, you have a lot of equipment down at the garden that is out in the weather and being destroyed. I know it is going cost more, but would it not be more financially feasible to put the larger building so you can put all your equipment in it?

Ms. Kramer stated that is the stuff that is sitting out now that is going to go under the lean-to.

The Resident asked but will it fit in the smaller building rather than the larger one?

Ms. Kramer stated it will fit under the lean-to area. There would be one trailer that would go inside, and the others would be under the lean-to, so it would be covered.

A Resident asked then you will have room for the pesticides and fertilizers and everything else that is supposed to be kept outside?

Ms. Kramer stated right, we would have lock boxes.

The Resident asked what about safety issues with traffic and children going to the park?

Ms. Kramer stated again, that is totally on the other side where the children are not anyway. I have never seen kids over in that area.

Ms. Phillips stated I have never seen anyone over there. It is kind of a wasteland. What do you see children doing over there?

The Resident stated riding their bikes to get to the park. Riding their bikes to go to the lake.

Ms. Phillips asked that gravel parking lot, they ride their bikes in there?

The Resident stated yes, they do.

Ms. Montagna stated they would be riding right past it, and it is fenced in. they would not be able to get into the area.

The Resident stated you still are destroying the park.

Ms. Kramer stated I need to bring this back to the Board.

Ms. Phillips stated I am in favor of biting the bullet and doing it at Five Oaks. Harmony is a nice community, and I think sometimes we have to bite the bullet and do it.

Ms. Kramer stated then we need to revisit our budget.

Ms. Phillips stated we can. I know our heads are going to roll if we do that, which I think is the right thing. Therefore, I think we have no choice but to do Lakeshore Park. If we come into a lot of money some day, we can move it.

Ms. Kramer stated if we move it, then we are not losing a significant amount of money. And because it is a building, it can be expanded.

Ms. Phillips stated yes.

Ms. Kramer stated if we came into the money that we need to do this plan, then it would still be feasible. We would not have lost a lot because we are not doing much.

Mr. Leet stated I think there are too many unknowns with the other site prep work and what might be required.

Ms. Kramer stated that is why we need to go to the County and start the discussion. Again, we need to go back and revisit our budget if we are going to go for the dog park.

Ms. Phillips stated that was four times more, not to mention the amount of time it is going to take. What does Mr. Chokanis think?

Mr. Chokanis stated I do not like the park location at all. I think it is a very easy financial decision to make, but I think it is going to be a sore thumb and people are not going to like it at all.

Ms. Kramer asked have you seen the location? You cannot even see it from the parking lot or the street.

Mr. Chokanis stated the issue though is, this parking area is for the residents, and we are giving it to the maintenance folks.

Mr. Leet stated no.

Mr. Chokanis asked you are adding a whole other parking area?

Mr. Leet stated the parking area is what they had the church school in a portable.

Ms. Kramer stated and no one really ever used it.

Mr. Chokanis stated I know, but I have been to the pavilion where we have birthday parties, and people are parking there.

Ms. Kassel stated they are not using that parking lot. When you go in, that parking lot is on the left. Everything they are proposing is on the right.

Mr. Chokanis stated I understand that, but if you have overflow, they will park on the other side.

Ms. Kramer stated there will be two cars there.

Ms. Phillips stated yes.

Mr. Chokanis asked have you ever had the food trucks in there, and everyone comes and parks there when you have the maintenance facility people going in and out?

Ms. Kramer stated they leave at 4:00.

Mr. Chokanis stated okay, you are thinking that, but I am telling you right now, it is going to be a sore thumb, and it is not going to look good for Harmony.

Ms. Phillips asked these parties you are talking about, they take place during the day when the maintenance staff is going to be there?

Mr. Chokanis stated yes. Weekends. Week days. Summertime.

Ms. Phillips stated I have been here since 2008, and I have never seen a living soul there.

Mr. Chokanis stated I had two of my kids' birthday parties there and neighbor's birthday parties.

Mr. Leet stated you cannot see the pad from the road. There is a drop down to the parking lot, and another drop down to basically the level of the wetland where the pad is. If you put a 12-foot building on there, yes, you will be able to see it. How much landscape do we need to add to offset that? I have made my thoughts clear on this. I understand it is a bigger cost.

Ms. Phillips stated yes.

Mr. Leet stated I think between the resident impact every time someone walks out to Buck Lake to use our boats, one of our facilities, they go right by our maintenance facility. The unknowns of what kind of other site prep we might need, we do not know because we do not have the full detailed survey like we do on Tract D. I think there are too many bad sides to that.

Ms. Kramer stated this is something we absolutely have to get a move on, or we are going to be paying \$250 a day in violation, and we are still waiting to hear from the May 10 inspection.

Ms. Montagna stated yes, I have emailed Mr. John Giep, and I have not heard anything back. If you are going with that option, you have to redo your budget.

Ms. Kramer stated yes.

Mr. Leet stated I think we need to move forward with the County. My choice is for Tract D. The action with the County would be to figure out what kind of access we can do, given the existing maintenance road and the existing drainage.

Ms. Kramer stated we have it showing coming off the maintenance road. Do we have an easement over that, Mr. Hamstra? I am not sure why we were coming off the maintenance road. That is a privately owned driveway.

Mr. Hamstra stated I do not know if the County is going to allow two driveways that close. You would not want the guys in and out Five Oaks. I am just trying to make it less obtrusive.

Ms. Kramer stated but we do not have any ownership or right to be on that driveway.

Mr. Hamstra stated I just assumed you all can work it out with the entity. The cost between the two different alternatives will be the same roughly. It may be a little more expensive to go up to Five Oaks.

Mr. Chokanis asked do you think there is extra fluff in here that we can take out of this quote? We have 30 trees to be put in, hedge plants, and stuff like that.

Mr. Hamstra stated it is conceptual, so by all means, we can go higher and lower. We can go with a different type of surface versus the asphalt. We do not need a concrete driveway. Yes, there are ways to put it on a diet.

Mr. Chokanis stated it is a maintenance facility. It does not have to look like a bed and breakfast. It is going to get dirty. If we are going to make this work, obviously, this is way too high for us.

Ms. Montagna stated the problem is, your budget has to be in by June 15, and you need to put in the absolute highest.

Ms. Kramer stated the problem we have more than that, we have to build this in this budget year.

Ms. Montagna stated yes.

Ms. Kramer stated we need \$180,000. We do not even have that much considering we are going to take the splash pad out of reserves now, so we have \$160,000 there. We have just about \$200,000 in unassigned cash, and that is all we have.

Ms. Montagna stated that is correct.

Ms. Phillips asked what part are we in violation with the County at this point?

Ms. Kramer stated we have storage containers.

Ms. Phillips asked the ones on the south?

Ms. Kramer stated yes.

Ms. Phillips stated we do not need to build a building to get rid of those. Right?

Ms. Kramer stated yes, we have to. We have all our stuff in them.

Ms. Phillips stated I thought they were sitting there empty.

Ms. Kramer stated no. I wish they were; otherwise, we would not be having this conversation.

Ms. Phillips stated I will volunteer my garage.

Ms. Kramer stated that is the other thing, tongue in cheek, for \$300,000, we could buy a house with a two-car garage and have office space and conference space with several bathrooms. I say that tongue in cheek, but no so. If we are going to this expense, we could really look at that, because a community maintenance facility can go in any of the classifications except conservation area. We could do that.

Mr. Hamstra stated I do not think the neighborhood would appreciate it.

Ms. Kramer stated right.

Ms. Kassel stated I think the costs for the lakefront are underestimated, as Mr. Leet said. I think there are lots of unknowns there that an actual site plan would uncover. I think it is going to be at least 50% to 75% more expensive than that. There may be a slab there, but in order to put a building there, et cetera, and have this facility, I think it is going to require a lot more than is there. I think the cost for Tract D estimate is more than we need to spend. And I would much rather see the facility on Five Oaks than I would down at the lake. Maybe what we do is find out what the County would require at the lakefront while we also move ahead with seeing how we can reduce some costs while still being within County requirements and have it be a decent facility.

Mr. Leet stated talking with the County, there are questions we need answered for the Five Oaks site, as well.

Ms. Kramer stated like access.

Mr. Leet stated and the telephone easement.

Ms. Kramer asked is there a no-cost preliminary pre application?

Mr. Eckert stated you need to have some idea.

Ms. Kramer stated so you could take both of these in and sit down with the County and say here is what we have on these two parcels.

Mr. Hamstra stated yes, we talked about that. I tabled that meeting until we cranked out the two alternatives for Tract D. We can bring all of them to them next.

Ms. Kramer stated I would not do the one coming off of the driveway the into the golf course because they talked about selling that. We have had problems with private owners before. I just would not want to be beholden to anybody. I would stay away from that.

Mr. Leet stated I wonder if they would sell that to us.

Ms. Kramer stated we talked about that. Like I said, I told them to call us before they did anything. But the price tag on that is going to be phenomenal. Maybe we can use a corner of it and rent out the rest.

Mr. Leet stated the current assessed value on the County's website is \$513,000, and those numbers are depressed.

Ms. Kramer stated they are seriously depressed. A million or so.

Ms. Phillips stated we could have a party room and a meeting room and charge people a bunch of money.

Ms. Kramer asked is that reasonable to have Mr. Hamstra go forward and meet with the County and find out what these questionable things on the lakefront might be? We do not want to go into it blind and not know all the costs. Also if we can even come off Five Oaks into this parcel.

Ms. Phillips asked when the building was there at the lakefront, what did they have to do?

Ms. Kramer stated nothing.

Ms. Phillips asked portable classrooms?

Ms. Kramer stated they eight or ten of 12 of them.

Ms. Phillips stated I did not see those.

Ms. Kassel stated but it was temporary.

Ms. Phillips stated I just remember the library trailer was there.

Mr. Leet stated they were up; they were not down at that lower level.

Ms. Kramer stated no, we had four of them down on the lower level. Go on the way back. In fact, that is why that pad is out there. That was their big central courtyard area, and then four or five of them around that. Does that make sense, Mr. Hamstra?

Mr. Hamstra stated let me ask Ms. Montagna a question. Let us say we show the County a nice site plan. It will have a lot of detail. If we show that to them as a concerted effort we are moving forward with an alternative site, will they relax the \$250 a day?

Ms. Montagna stated you could do some now and some later.

Mr. Hamstra stated you are spending the money for new site plans and all this other stuff. It would show good faith that we are taking it seriously. I am thinking if we can kick this can down the road enough that you can straddle fiscal years, then this becomes a discussion for fiscal year 2024.

Ms. Montagna stated we have done in other districts, as long as we are showing some sort of plan that we have a plan of action and we are actually doing it and not kicking it down the road, we have not seen any issues with stretching it, like starting stuff this fiscal year and finishing the rest the next fiscal year so you are going across both to finance it.

Ms. Kramer stated except the fence.

Ms. Montagna stated yes, the fence is done; that ship has sailed. For this building, absolutely. It is definitely worth a try.

Mr. Eckert stated the easement question you all asked Mr. Hamstra and going over that private land there, if it is in the District's boundaries, we can get an easement. It is just a question of cost.

Ms. Montagna stated exactly.

Mr. Eckert stated you are going to either negotiate or you can take it by eminent domain for roadway purposes. Eminent domain is not as hard as you think it is. It can be expensive to do that, but oftentimes you can negotiate with the landowner, and under the threat or eminent domain, they get some tax consequences if you do that if you have to buy it. Hopefully you can collaboratively work that out. But you absolutely have the ability to get an easement if you need it. It is just a matter of cost.

Mr. Leet stated I would say we can maybe consider that a fall back if there is no good way to come in off of Five Oaks.

Ms. Kramer stated yes. Mr. Eckert was not here, but we have had a nightmare with the private developers and private landowners. It has been a money sink that does not quit.

Mr. Eckert stated that is fine. I just wanted you to know that you can legally get it. It is just going to be a question of cost and process.

Mr. Hamstra stated I will schedule it at the County, and TRC or DRC, whatever they call themselves, can present Tract D off of Five Oaks and the lakefront and get their feedback on both. At the same time, I can ask if they will relax the fine until such time as we can come to a conclusion.

Ms. Kramer stated yes, because code enforcement is in the development office.

Ms. Phillips stated I have another wild idea, but sometimes wild ideas get people thinking other ways. Our biggest problem is the storage containers because the office is as Ashley Park pool for now. Right? And that has been fine.

Ms. Kramer stated right.

Ms. Phillips stated there are a bunch of farms up and down the street and land. Maybe someone will let us park it on their land. I know it will be inconvenient.

Ms. Kramer stated our carts are in there.

Ms. Phillips stated those we can put in my garage. It will just be for a couple months while we get this all ironed out. It would not be convenient for the guys, but I will buy them pizza. Then we can do it right instead of trying to patch it together to avoid a fine.

Mr. Perez stated she made a valid point. Instead of farms down the road, can we get with the golf course to see if they have any room in their facility that we can store there temporarily?

Ms. Kramer stated I had approached them on that, but you might be more persuasive. They indicated that they were full up and they use all the space.

A Resident stated no, they do not.

Mr. Leet asked at the same time they are selling it?

Ms. Kramer stated no, they are going to build a new facility.

Mr. Perez stated not necessarily storing things in there but maybe we can move the roll-offs over there inside the gate.

Ms. Phillips stated yes, just for a short time.

Ms. Kramer stated but they are not allowed anywhere. The County would bust them.

Ms. Kassel stated just temporarily.

Mr. Perez stated I do not know.

Ms. Kramer stated the PD totally disapproves them, and I spoke with Amy.

Mr. Perez stated I am sure Ms. Montagna would not have a problem reaching out to the golf course.

Ms. Kramer stated you might be better because you are a golf course kind of guy. Why do you not contact the golf course manager, and have him call his boss. I will even give you his boss's name and phone number. Mike is the golf course manager. After the meeting, I will give you the owner's name and phone number, and you can speak with him. The last time I talked with him was about moving the staff trailer over there, which I found out later the County would not let us do anyway. But he said he would only do that in exchange for forgiving all the golf course's assessments. I said, I am sorry but we cannot do that.

Ms. Montagna stated you do not have the authority to agree to that.

Ms. Kramer stated I do not see why we cannot approach them and see if maybe we could store our equipment and carts, maybe we could rent a little section just for the time being. It will be at least a year before they construct something to move their maintenance, and then be able to sell that property off.

Mr. Chokanis asked where are they putting all their stuff at?

Ms. Kramer stated they are going to build a separate restaurant/clubhouse building with their maintenance underneath it over on the golf course land behind the current clubhouse because they need to be away from the owner of the current clubhouse. That is what they are currently talking about, but again, it is going to be a year or so. So if they do have enough room that we could rent it, that may be a great idea.

Mr. Chokanis stated I think it would help out their community members.

Ms. Kramer stated it would be great to work out of there.

Mr. Chokanis stated yes.

Ms. Kramer stated I will give you all that. So we are going with two tracts. You are going to do two different things with the County. He will contact the golf course.

Ms. Montagna stated I have that in my notes.

Ms. Kramer asked anything else we need to do on this issue?

Mr. Leet stated to make sure we do not handicap ourselves, we are working on the assumption that taking action and showing good faith to the County, that we think we will be able to stretch this process out long enough so we do not have immediate budget crunch where with the budget we just approved that we would somehow dip into exhaust, if every worst-case scenario happened, our reserves, going this route.

Ms. Kramer stated again, if you go to the big plan off Five Oaks, you are going to tonight have to, in fact just because it is still in the mix, I would bump up that reserve and probably double it.

Ms. Montagna stated yes.

Ms. Kramer stated because you have enough projects coming at you to spend the \$300,000 without this.

Mr. Leet asked how many of those projects are threatening us with \$250 in fines? If it is something that is within our reserve study, I have been after Billy's Trail since before I was elected. If we need to push that back in order to take care of the more urgent, pressing need, let us not leave tonight and leave ourselves handicapped and forced into one of the two options we said want to be considering.

Ms. Montagna stated you have to set your budget. You have to have money in there. You do not have it in reserves to do that project. You just do not.

Mr. Hamstra stated not this fiscal year.

Ms. Montagna stated no, and you will not have it next fiscal year if they do not put money in.

Ms. Kramer stated if we do not bump it up more.

Ms. Montagna stated what you need to do is set your highest potential of what you could do tonight, and between now and your final budget in July when you have to adopt it, Mr. Hamstra may have a little more concrete information, and you can cut some out of that budget.

Ms. Kramer stated basically what we are saying is, we are going to have to bump the budget up significant in an attempt to avoid using the lakefront parcel, and that should hopefully make it a little more palatable for the community.

Mr. Leet stated or at least leave the option open.

Mr. Chokanis asked say we all approve on one of them, how long until they break ground and actually get this thing going? And when do we have to start forking over money to them?

Mr. Hamstra stated the building is a prefab. Right, Greg?

Greg stated yes.

Ms. Montagna stated you would have to start this fiscal year in order for us to at least be able to tell the County we are moving forward with a plan.

Mr. Chokanis stated right, I am thinking budget wise. If we kick them off with half the funds or whatever, by the time they are done, they will not be done in this fiscal year, do you think, with the whole building?

Mr. Hamstra stated no.

Ms. Kramer stated we will not have the money this fiscal year, not even half.

Mr. Chokanis stated I understand.

Ms. Kassel stated yes, we will. We are putting aside \$350,000.

Ms. Kramer stated that is for fiscal year 2024.

Ms. Kassel stated we are putting aside that money for fiscal year 2024. That will take us through September 2024. We will probably not going to be done, and then we approve another \$350,000 for our reserves next year because we will need it, and that should be sufficient to cover the expenses. We know we are going to, as Mr. Hamstra says, put the plan on a diet, so it will not be \$382,000 necessarily. I think we will have enough money if we have \$350,000 in reserves for this coming fiscal year, add \$350,000 for the following fiscal year, plus what we have on hand already.

Mr. Leet stated our reserve study did not anticipate this cost.

Ms. Kassel stated right.

Mr. Leet stated the consequence of having this unavoidable facility, we might need to push out some things that were in our reserve study that were on the docket for being done this year.

Mr. Chokanis stated we have the fence, too.

Ms. Kassel stated yes.

Mr. Leet stated we are going to do the fence in stages. We potentially have defrayed that cost by, we will see.

Ms. Kramer stated you have to remember that the minute the fiscal year turns over, you do not have that money. You have to wait.

Mr. Chokanis stated aggregate it every month.

Ms. Kramer stated you have to wait until the assessment revenues come in.

Ms. Montagna stated correct.

Ms. Kramer stated we still have not collected some.

Mr. Eckert stated the first week in December usually is when you get your first significant ones.

Ms. Kramer stated but we have to be spending that on our actual annual budget. Right now we still have not collected all of the money to come in. We are still waiting on about \$200,000.

Mr. Leet stated that is typical for how long it takes over the year to fully collect it.

Ms. Kassel stated some of that is bond money; it is not O&M.

Ms. Kramer stated that is just from the O&M.

Ms. Montagna stated you are still down about \$355,000 in collections.

Ms. Kramer stated I want reality. I do not want it at the lakefront, either, but I am being really upfront and real with you. You do the big ticket cost item without adjusting this budget, and we are going to be skating on the brink of fiscal disaster. I just have to let you know that.



Mr. Leet stated we passed the ceiling tonight. I am not saying that maybe we do not need to add some cushion to that. I do not want to leave here tonight and be stuck with only one of these two options.

Ms. Kramer stated right.

Ms. Montagna stated you are going to have to adjust it.

Ms. Kramer stated then I would recommend putting at least another \$100,000 or \$150,000 onto your reserves for next year's budget.

Mr. Leet stated knowing that is our ceiling that we can claw back from.

Ms. Phillips stated I do not think that is enough.

Ms. Kramer stated it will be close.

Mr. Leet stated I will make a motion to the resolution to contribute \$450,000 to reserves. Can I do that?

Ms. Montagna stated you do not have to amend the resolution. The resolution was just approving the budget, but you do have to go in and change it. You want to change the reserves to what?

Mr. Leet stated \$450,000.

Ms. Kramer stated we would have to vote as a Board to change it.

Ms. Montagna stated correct, not the resolution.

Mr. Chokanis asked how much is \$500,000 percentage wise?

Ms. Montagna stated 17.4% increase.

Mr. Chokanis stated let us say the maintenance facility is \$300,000, throwing a ballpark out there, and then we have the fence at \$100,000.

Mr. Leet stated I would say that the fence has a big question mark on it, where the maintenance facility, whether it is \$88,000 or \$360,000 or somewhere in between, does not have a question mark on it.

Ms. Kramer stated that is true. But we do not know yet whether the County is going to let us take down the fence. We are 90% sure they are going to, but that is iffy, too. Again, we have other things. We did not think we were going to have to spend this fiscal year \$30,000+ on the splash pad. We have these emergency things that come up through the year that you do not want to get so low, and we are pretty low right now, that we cannot deal with those.

Mr. Chokanis stated I think we started fixing all these things: the splash pad, the pool. We are getting the thing over the playground. Obviously, things pop up, right? But this maintenance facility is the most important, so we obviously have to tackle that.

Ms. Phillips asked can we ever do a special assessment that does not go into the O&M where we have a one-time assessment for people?

Mr. Eckert stated you can, but it does not really make financial sense to do that because of the cost. Usually when you start collecting that directly, you will get people who do not understand it and do not pay it. Then your remedy is foreclosure.

Ms. Phillips stated my thought was, maybe people would not get so excited or upset if they were just going to pay \$100 and be done.

Mr. Eckert stated you can make an explanation to them that a big chunk of this is for the building. However, if you are deferring other things, you do not want to say this is a one-time thing because you essentially just deferred other stuff to the next year, and they are not going to see a big drop in their assessments next year because you re doing the stuff you deferred.

Mr. Leet stated we can raise it now and drop it back off, or keep it more steady. We are kicking the can down the road, but it is less pain right now.

Ms. Kramer stated we have more alleyways coming up.

Ms. Phillips stated just a frame of reference, every \$100,000 that we do is \$50 per house.

Ms. Kramer stated approximately.

Mr. Chokanis stated on average. The other question I have is, when do we have to pay for the maintenance facility to kick off? Are we going to pay the whole \$300,000 next year if that is what it costs?

Ms. Montagna stated no, it will be done in increments, the same as most of your other projects. Once we have the plan and it is firm, and this is what the Board wants to do, there will probably be an initial deposit, but there will be different stages. There will be sitework, and then you have the building, and then you have this.

Mr. Chokanis stated you have the contractors you are paying.

Ms. Montagna stated yes.

Ms. Kramer stated I presume it will be done by the end of the next fiscal year.

Ms. Montagna stated definitely, it will take a year, for sure.

Ms. Kramer stated possibly earlier.

Ms. Kassel stated I am looking at the balance sheet, and our general fund reserves are at \$798,000. So we take out \$647,000, and that leaves us about \$150,000.

Ms. Montagna stated correct.

Ms. Kassel stated but we still have \$467,000 in operating reserves, which we are probably not going to touch, but we still have \$839,000 in unassigned fund balance in our general fund.

Ms. Kramer stated that is the money to run the budget.

Ms. Montagna stated the first three months of your operating expenses.

Ms. Kassel stated that is what operating reserve is.

Ms. Kramer stated I did a deep dive with Ms. Samantha Smith, and we finally came up with the fact. I wanted to know what our number is at. I do not want to go over budget. I do not want to be the one sitting there as Harmony CDD goes into bankruptcy. That number is not there. Yes, they are operating reserves, but we have to keep holding that. We always have to keep that.

Ms. Kassel stated I am not suggesting we do anything with it.

Ms. Kramer stated right, but the majority of the \$800,000 is to run the rest of our year's budget because we do not collect another penny until assessments are collected by the tax collector.

Mr. Chokanis stated I see.

Ms. Montagna stated December you will start getting credited.

Mr. Leet stated it does not come in all at once.

Ms. Kramer stated right, so we have six or eight months we have to get through with that money. Out of that money, I think she said there is \$180,000. That is how close we are.

Mr. Leet asked \$450,000 would be what, 15%?

Ms. Montagna stated 15.2%.

Mr. Leet stated between our ceiling that we can claw back from and the likelihood that we do not need to fully fund a new fence right now, that we potentially have another \$100,000 that we set aside for invasives that we

have a chance of staying ahead of on our own, and showing good faith to the County and spreading out the cost of building this thinned-down version of a potential Five Oaks location. I am just leaving that on the table. From everything I have seen, I think \$450,000 would do that. Only the rainiest of rainy days, if everything else ran against us.

Ms. Kramer stated then we adjust.

Ms. Phillips stated we already put in \$350,000 in reserves, but that did not include the building.

Ms. Kramer stated that is correct.

Ms. Phillips stated so we are looking at increasing that by \$100,000?

Ms. Montagna stated correct.

Mr. Leet stated \$450,000 to leave that option on the table with all these caveats that there are ways we can stretch it out. Yes, if we have to, defer things that we had in the reserve study. I will offer Billy’s Trail first. It does not compare and it does not fully offset, but this is what we have to take care of.

Ms. Phillips stated we could say \$450,000 tonight.

Mr. Leet stated that is 15%

Ms. Phillips stated we still have four months, and we could reduce it still.

Mr. Leet stated yes.

Mr. Hamstra stated you have two months to adopt the final budget.

Mr. Leet made a MOTION to amend the proposed budget to add \$450,000 to reserves instead of \$350,000.  
Mr. Chokanis seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to amend the proposed budget to add \$450,000 to reserves instead of \$350,000.

**ii. Billy’s Trail Proposal for Trail Work**

Mr. Hamstra stated since Mr. Leet volunteered as the sacrificial lamb Billy’s Trail, I will not bring up this proposal tonight.

Ms. Montagna stated we will table this proposal.

**iii. Alley Paving Project Update**

This item having been discussed earlier in the meeting, the next item followed.

**C. District Counsel**

**i. Legislative and Staffing Update**

Mr. Eckert stated I have a few things that are included in the agenda and a couple things that are not because they came up recently. First of all, I have talked with you before about the ethics bill that has been rolling around. That did pass. The Governor has signed it, so there will be four hours of ethics training that all Board members are required to attend, starting January 1, 2024. Starting on that date within the next 12-month period, you will have to undergo that four hours. We currently are checking into whether or not the exiting training that is there for county commissioners and city council people will qualify for a district Board of Supervisors, or whether or not there has to be different information included in your training session. I would say in the fall, we will present

you with all the different options you will have and how to get that training. We are looking at whether or not it is something we can do. I know in talking with some city council people, it has been relatively painless for them to do it. Usually it is an online class or something like that. We will keep you posted on that. The sovereign immunity bill has passed, so that is good because it affects your liability insurance rates, although we are hearing property insurance rates are going up significantly at this point in time. Other districts have been told up to 50% for property insurance increases. Ms. Kate John is a colleague of mine from my office. She has a significantly lower billing rate than myself or Mr. Wes Haber. She is on the line, and I have asked her to attend the meeting. You will not be charged for her time, but she has been doing some of the back office stuff for you all, and I intend for her to keep doing that. I think that is one of the things I suggested to the Board for a way to help reduce the fees if she is involved. Mr. Haber is still available if for some reason I cannot be here, and there is somewhat of a complex issue. But we would anticipate Ms. John doing more of the work and Mr. Haber doing less, and I think that will work out for you all.

### **ii. Straight Line Fencing Contract from 2019**

Mr. Eckert stated Ms. Kramer mentioned this earlier. I did look at that contract. There is some language in Exhibit A that makes the contract, because you all are my clients here, ambiguous, at best. I think Mr. Perez has done a good job in working with the contractor, it sounds like, to try to get a credit and that \$4,000 to \$5,000 ballpark would be a good credit, just based on my review of the contract. That would be a reason why we do not accept proposals with the language that is in there. Otherwise, we might have had a more clearcut case to be able to get the \$8,800 back.

### **iii. Deed from Enclave Homeowners Association**

Mr. Eckert stated I discovered that there was a deed that was from the Enclave HOA to the Harmony CDD that was recorded in February or March of this year for the ponds that are over there, which is Tract K900. That is not consistent with the agreement that went with the plat. It is not consistent with the plat language. The District was never supposed to own that land. I reached out to the attorney who prepared that deed. He acknowledged that it was probably a mistake. He was just doing something his client told him to do. He said he is going to commit to work with us to undo that. Unfortunately, it is not going to be a simple undoing because two things. One, there was a deed. I would argue that it has never been delivered to us because I had never seen it before, and I do not think anyone else has.

Ms. Montagna stated I have never seen it.

Ms. Kassel asked is it signed by the CDD?

Mr. Eckert stated no. You do not have to sign a deed. We have not received it, so it was not delivered, which is a requirement of law, and it was not accepted by the CDD. However, it came across to the CDD in the property records. His first solution is to quit-claim it back from the CDD to the HOA. However, there are two issues I have to look at and make sure he covers. One, anytime you are conveyed property, that merges all your easements right that you had in that property. So I have to make sure we do not accidentally lose our easement rights, and I do not want to quit-claim back to them without a reservation of those easement rights.

Ms. Kramer asked can we not just void it since it was never delivered to us?

Mr. Eckert stated yes, that is where the direction I think we will head. I am letting him do the work and then he can explain how it will happen. He just needs to make sure that we are not in a worse position than we were before they made this error. So far, they have acknowledged that it is an error. They have not trying to stuff something down our throats or anything like that.

### **iv. Tracts K400 and K600**

Mr. Eckert stated there was a question on Tracts K400 and K600, which are tracts that are anticipated under the plat to go to the CDD. However, your agreement says they only go to the CDD after they have been inspected by the District engineer, and the District engineer does the certification. None of that has occurred. This came up

because those tracts are listed on the property appraiser’s website as already owned by the CDD. However, I could not find a deed for those. I have not done a title search, which is what I would have to do to get a definitive opinion. But my guess as to what is going on is, someone in the property appraiser’s office looked at the plat. The plat says these will be owned by the CDD. They looked at it and just punched it into their records. We will see if there is anymore cleanup there, but I wanted to let you know that is the other issue we worked on. I am happy to answer any questions that anybody has. I will ask Ms. John to email all of you her contact information. If you cannot get a hold of me, you can get a hold of her. I will have her down to a meeting at some point when it makes sense, maybe your budget meeting would be the next time I would anticipate coming down here.

**D. District Manager**

**i. Campus Suite Proposal**

Ms. Montagna stated you wanted to leave the proposal in the agenda. if the Board wants to move forward with it, great. If you do not, that is fine, too.

**ii. Number of Registered Voters – 2,366**

Ms. Montagna stated as of April 15, the District has 2,366 registered voters.

**iii. Proposal to Update Reserve Study**

Ms. Montagna stated as was discussed when they initially proposed, if you wanted to update the study with any additional assets or anything like that, numbers or anything we come across, you can do it, and that is the proposal to do it.

Ms. Kramer stated that number I noticed is significantly cheaper, about half of what actually doing that guaranteed update would cost us.

Ms. Montagna stated correct.

Ms. Kramer stated it would definitely be a better deal than waiting another six months to a year and having the contractually guaranteed update done.

Ms. Phillips asked what are you talking about?

Ms. Kramer stated the reserve study. I think you have gotten a copy, but I do not know if you had a chance to look at it. they did it right at the cusp when inflation hit so hard and everything was skyrocketing. The numbers that came out in that study are really skewed low, which gives us, then, a low amount to put into our reserves each year, which was \$300,000. What we need to do is have them come back and update it to the numbers that are today’s numbers and go forward from that. I would recommend we go forward with that. Do you have that number?

Mr. Leet stated \$2,400.

Ms. Phillips made a MOTION to approve the proposal from Florida Reserve Study and Appraisal to update the reserve study, in the amount of \$2,400.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the proposal from Florida Reserve Study and Appraisal to update the reserve study, in the amount of \$2,400.

Ms. Phillips stated I will also make a motion to approve the Campus Suite agreement. I think is a real benefit. If we do it for one year and we do not like it, we are not talking big bucks here. I think it will be a great way for our community to give more information to our residents.

Ms. Kramer asked Mr. Leet, can we store our existing site if, in a year?

Mr. Leet stated sure. I promise you every Supervisor has a copy of everything else, as well.

Ms. Montagna stated there is one question Ms. Kramer had about this. In there it says they allow 48 hours, but that is not to post. They post immediately when we send it to them, but they have 48 hours to make it ADA compliant, the actual documents. That is where the 48 hours comes in.

Ms. Phillips stated I have one little question, but it does not affect my motion.

Ms. Phillips made a MOTION to approve the agreement with Innersync Studio d/b/a Campus Suite for website remediation, maintenance, and monitoring, in the amount of \$3,064.80.  
Mr. Leet seconded the motion.

Ms. Phillips stated if one of us wanted to put a blurb on there, like the food truck is coming on Friday, do we send it to you first?

Ms. Montagna stated that is right, and then I send it over, and they get it posted.

Mr. Leet stated there has been a page like that, but it is manual to update.

Ms. Phillips stated that will be a change. Things will be announced quickly, and I think that will be really nice.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the proposal from Florida Reserve Study and Appraisal to update the reserve study, in the amount of \$2,400.

**iv. Report on Code Enforcement Action**

This item having been discussed earlier in the meeting, the next order of business followed.

**EIGHTH ORDER OF BUSINESS**

**Old Business**

**A. Consideration of Donation of Land from Harmony Florida Land**

Ms. Kassel stated I reached out to South Florida Water Management District and spoke to Ms. Prather. She informed me, as did the CDD, that those parcels are conservation tracts and would be subject to the same monitoring and management requirements for invasives. So I reached out to the owner of the properties that were being offered and said this, and he said he was going to look into doing it himself. Apparently, as an owner, he is also obligated. According to Ms. Prather, it is just that they have tens of thousands of these parcels, so they are not on top of every single one. At this point, it is at a standstill. What she said to me was, if you can have the current owner mitigate on the properties and give them to you in good shape and then provide money for monitoring and maintenance ongoing, then she said that would be a reasonable way to accept the property. I do not believe the developer has anything like that in mind.

Ms. Montagna stated currently, I am going to leave this as in progress.

Ms. Kassel stated yes.

## NINTH ORDER OF BUSINESS

## Supervisor Requests

Ms. Kassel stated one request I had made, I think at the meeting before last, that we get something on our website, maybe on the new Campus Suite website, that show how we are obligated to monitor and manage invasives on conservation lands that we own. I want to propose that is part of what Campus Suite gets so that there is some kind of documentation that shows residents, because we have had a vocal few residents say “do not do it, just do not bother with it.” I would like there to be something that residents can see that we have a legal obligation, we are required legally to monitor and manage that property.

Mr. Leet stated there is already information on the CDD, the structure and Board members and everything. Far be it from me to suggest we need to be spending anymore money, but it is something we were looking at and fell off: the informational signs. They are expensive, and they kind of dropped off our radar.

Ms. Phillips stated I thought we ordered them. I was thinking of that today.

Ms. Montagna stated you never made a final decision.

Mr. Leet asked do we need a design? Do we need as many as there are?

Ms. Kramer asked what do you want on them?

Ms. Montagna stated it was on four agendas.

Ms. Phillips stated now that we are taking the fence down at the entry, now is the perfect timing.

Mr. Leet stated that is my next point; we own that tower. We could probably put signs on that, too.

Ms. Kramer stated that is a request for the next meeting.

Ms. Kassel stated I did inquire of the Harmony Nature and Animal Committee what we wanted on the trailhead signs on CDD property, so I think that is in progress. Please put it on the agenda as old business for me to bring verbiage for those signs. They probably will not be expensive. There will be one for Billy’s Trail and one for Butterfly Trail.

Ms. Kramer stated somebody had mentioned the Supervisors pay and the question of it being available for in-person attendance versus Zoom.

Ms. Montagna asked do you want that on new business?

Ms. Kramer stated yes.

Mr. Eckert asked do you want to know what the legal answer to that is, or what your policy is?

Ms. Kramer stated sure, give me the legal answer.

Mr. Eckert stated the legal answer is that if you attend by phone, at least under the rules that we have always drafted which you have not adopted, but our legal opinion is if you participate by Zoom, by phone, or in person, you are entitled to be paid.

Ms. Montagna stated that is currently how they operate.

Mr. Eckert stated that is the legal answer. You all can talk if you want to change it.

Ms. Montagna stated what they talked about before, just to give you a little history, there was a prior Board where everyone would come but one Supervisor, whether they had jobs, I am not sure of the history, but he was never here, but he would attend by phone for five or ten minutes, and then he would have to drop off or something like that, and he was still getting compensation. That is where it initiated.

Mr. Eckert stated the right to compensation is an individual right under Florida Statute. You can have a policy for it, but it is not enforceable.

Ms. Kramer stated I would suggest we do not mess with it, then.

Ms. Kassel stated I can go take a walk and be on the meeting on Zoom.

Ms. Montagna stated we need three of you here.

Ms. Kramer stated the next thing I would like to do that I would like to institute as a new thing is to do a quick recap at the end of the meeting so everybody knows who is doing what. Mr. Hamstra is going to go ahead and schedule a meeting and meet with the County on the two different proposals and get their feedback on those. We have the master contract. We are going to do work authorizations with the splash pad on that.

Mr. Eckert stated those will be prepared by staff and looked at by me if they send them.

Ms. Kramer stated exactly.

Ms. Kassel stated by Ms. John.

Mr. Eckert stated that is fine. I think we set it up so that they can actually fill in the amounts and she can look at them really quickly.

Mr. Chokanis stated we have the paver company to fix the punchlist.

Ms. Kramer stated yes, Mr. Hamstra is going to work with them to get all the punchlist fixed.

Mr. Chokanis stated we have Benchmark, we gave them \$20,000, and they are going to figure out where they are at and where they are going to go.

Ms. Kramer stated yes, but staff will do a work authorization for that, also.

Ms. Kassel stated Benchmark is supposed to get with me about planting those donated bulbs.

Ms. Kramer stated right. We are going to get near verbatim minutes for this meeting and the April 27 meeting, and Ms. Montagna will try different options.

Ms. Montagna stated yes, we will find you a third party to be able to do your minutes.

Ms. Kramer stated or Teams.

Mr. Leet stated or Zoom.

Ms. Montagna stated yes, we can try those options, too. I have never done it, but we can try it.

Mr. Chokanis stated we talked about the fence. We have a 9:30 deadline.

Ms. Kramer stated Ms. Montagna will verify and Mr. Hamstra will bring it up in his meeting, so between the two will verify hopefully we have in writing that we are permitted to take down the fence.

Ms. Montagna stated yes, that is just a matter of looking.

Ms. Kramer stated right, I just wanted to be sure everyone has it on their list. she is going to make sure our public hearing is advertised and the proper documents get to the County.

Mr. Perez stated I got an email from Joe at Straight Line. It is \$3.50 a linear foot to remove and dispose.



**TENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Leet, seconded by Ms. Kassel, with all in favor, the meeting was adjourned at 9:26 p.m.

*Lynn Hayes*  
\_\_\_\_\_  
Secretary/Assistant Secretary

*Teresa Kramer*  
\_\_\_\_\_  
Chair/Vice Chair