

**CARBON**

Agenda 2022-10-06

# **Subsection 3A**

## **Minutes**

{ Two Meetings }

Markup Review Versions  
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**CARBON**

# **Subsection 3Ai**

**Regular Meeting Minutes  
July 28, 2022**

1 **MINUTES OF MEETING**  
2 **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

3  
4 The regular meeting of the Board of Supervisors of the Harmony Community Development  
5 District (“District”) was held Thursday, July 28, 2022, at 6:00 p.m. at the Jones model  
6 home, 3285 Songbird Circle, St. Cloud, FL 34773,

7  
8 Present and constituting a quorum were:

9  
10 Teresa Kramer Chair  
11 Daniel Leet Vice Chair  
12 Kerul Kassel Assistant Secretary  
13 Joellyn Phillips Supervisor  
14 Dane Short Supervisor  
15

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

17  
18 Angel Montagna Manager: Inframark, Management Services  
19 Michael Eckert Attorney: Kutak Rock  
20 David Hamstra Engineer: Pegasus Engineering  
21 Brenda Burgess Inframark, Management Services  
22 Sean Israel Inframark, Management Services  
23 Vincent Morrell Inframark, Field Services  
24 Brett Perez Inframark, Field Services  
25 Timothy Qualls Young Qualls  
26 Residents and Members of the Public  
27

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

31  
32 **FIRST ORDER OF BUSINESS** **Call to Order and Roll Call**

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

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

35 Ms. Kramer stated by way of an administrative announcement, at our May meeting, the  
36 Board appointed a new member to fill the unexpired term of office for Mr. Steve Berube,  
37 who resigned because he moved out of Harmony and is no longer qualified to serve on the  
38 Board. Mr. Dane Short was appointed to fill his unexpired term and needs to be sworn in.

39 Mr. Short swore to the oaths of office, for the State of Florida and for the District.

40 Mr. Israel asked would you like to receive compensation for serving as a Supervisor?

41 Mr. Short stated yes.

42 Mr. Short joined the Board members at the dais.

43 Ms. Kramer introduced Ms. Burgess, previously with Severn Trent, who has an in-  
44 depth knowledge of Harmony. She has been with Celebration for the last number of years  
45 and is now returning to the Harmony team, where she will be working with us. She will be  
46 typing the minutes as the meeting progresses. We are working to streamline our minute  
47 production methodology and get them in good shape and provided to everyone earlier than  
48 they have been. We look forward to having her help us do that and many other things.  
49 Welcome back.

50 Ms. Burgess stated thank you. I have been in this industry for 26 years, and it is good  
51 to be back at Harmony.

52  
53 **SECOND ORDER OF BUSINESS Audience Comments**

54 Ms. Kramer stated this is a time for members of the audience to come forward and offer  
55 any comments on items, whether they be on the agenda or not. Is not a time for back-and-  
56 forth discussion but a time your opinions, thoughts, and concerns for Harmony.

57 Ms. Muller stated I have a correction. You said the next meeting is August 15, which  
58 is a Monday.

59 Ms. Kramer stated we normally have meetings on Thursdays. August 15 is a special  
60 meeting to meet the timelines for the budget public hearing. We will be having that hearing  
61 on a Monday.

62 Ms. Nancy Snyder stated welcome to Mr. Short and Ms. Burgess. She answered many  
63 questions for me when I was on the Board. Also thank you to Mr. Leet for making it  
64 possible to attend meetings via Zoom and all he does during the meetings. I appreciate it.

65  
66 **THIRD ORDER OF BUSINESS New Business Matters**

67 **A. Administrative Matters**

68 **i. Oath of Office for Dane Short**

69 This oath having been administered earlier in the meeting, the next item followed.

70 **ii. Acceptance of Mr. Mike Scarborough's Resignation**

71 Ms. Kramer reviewed Mr. Scarborough's resignation.

72

73 Mr. Kassel made a MOTION to accept Mr. Mike  
74 Scarborough's letter of resignation.  
75 Mr. Short seconded the motion.

76

77 Upon VOICE VOTE, with all in favor, unanimous approval  
78 was given to accept Mr. Mike Scarborough's letter of  
79 resignation.

80 **iii. Consideration of Appointment for Unexpired Term of Office for Seat #2**

81 Ms. Kramer stated a couple applicants submitted letters of interest; one was withdrawn,  
82 and one was not qualified. The third applicant is Ms. Joellyn Phillips.

83 Ms. Kassel stated I have spoken with her and am comfortable with her understanding  
84 of the District and her potential role on the Board.

85 Mr. Leet stated she has already gone through the qualification process with Osceola  
86 County Supervisor of Elections in qualifying for the upcoming election. It would absolutely  
87 be in everyone's interests to get her on the Board as soon as possible.

88 Mr. Short asked have you been here for a while?

89 Ms. Phillips stated yesterday was a year since I moved into my house.

90 Mr. Short asked where are you from?

91 Ms. Phillips stated I lived in Jensen Beach, about two hours south of here. My daughter  
92 lives here, so I moved to be closer to them.

93

94 Ms. Kassel made a MOTION to appoint Ms. Joellyn  
95 Phillips to fill the unexpired term of office for Seat #2.  
96 Mr. Leet seconded the motion.

97

98 Upon VOICE VOTE, with all in favor, unanimous approval  
99 was given to appoint Ms. Joellyn Phillips to fill the  
100 unexpired term of office for Seat #2.

101

102 **iv. Oath of Office for Newly Appointed Supervisor**

103 Ms. Montagna stated I was informed Ms. Phillips would be attending via Zoom, so I  
104 emailed her the forms to swear her in virtually. We do not have an extra oath for her to  
105 subscribe to. I will ask her to subscribe to the oaths as Mr. Short did. The oaths will be in  
106 her email inbox that she can sign and send to me, and I will notarize both.

107 Ms. Phillips swore to the oaths of office, for the State of Florida and for the District.

108 Mr. Israel asked would you like to receive compensation? It is \$200 per meeting, up to  
109 \$4,800 per year.

110 Ms. Phillips stated yes, for now.

111 Ms. Phillips joined the Board members at the dais.

112 **B. District Counsel Requests for Qualifications**

113 Ms. Kramer reviewed the request for qualifications ("RFQ") for legal services.

114 Mr. Eckert introduced himself and his firm, Kutak Rock, based out of Tallahassee. I  
115 live and work in St. Augustine. I have been practicing since 1996. The first six years of my

116 career, I represented cities and schools in Ohio, as well as some employment litigation. In  
117 2003, I moved to Tallahassee and took a job with Hopping Green & Sams. We represented  
118 numerous community development districts (“CDDs”) throughout the State. I have been  
119 working with community development districts non-stop since 2003. I represent districts  
120 in this area, Tampa, and Orlando. I am working on the Edgewater project off the turnpike,  
121 so we are in this area quite a bit. We have many attorneys in Tallahassee who represent  
122 only community development districts, which has enabled us to come up with systems and  
123 processes that make things more efficient for our boards. Most questions we receive are  
124 not ones we have to research; they are questions we have received before, which helps  
125 provide an economical approach to the practice. We have systems in place in terms of real  
126 estate. When the District takes on property at various points in time throughout its maturity,  
127 we have a running list each time a plat is recorded to show what is dedicated and the date  
128 the deed was actually delivered to the District. At any point in time, we can see what the  
129 District owns and what should the District own. We also have a list of easements, which  
130 are created by the plat, home owners association (“HOA”) documents, or regular recorded  
131 documents. We are very interested in serving you if you think we are a good fit.

132 Ms. Kassel asked I know it depends on what is going on in the District, but what would  
133 be your typical monthly billing?

134 Mr. Eckert stated it depends a lot on the district. I have some whose typical monthly  
135 billing is about \$750, which is for a district like Falcon Trace in Orange County, which has  
136 a recreation center and a lake. That is all the district owns. The HOA owns the rest and  
137 takes care of the extra lakes, roads, and things like that which are not owned by the County.  
138 Their bills are about \$750 to \$1,000. I represent Harbor Bay, which is on Tampa Bay and  
139 connected by canals. It just replaced seven miles of seawall, and those bills are \$10,000 to  
140 \$12,000 per month. In a mature district with good management and engineers, which you  
141 have because I have worked with the engineer as well as the manager, your invoices might  
142 be \$2,500 to \$3,000 per month, but that is based on the little bit of information I have about  
143 this District. If you have special projects, like cleanup projects or the like, those costs will  
144 increase. On a routine basis dealing with regular maintenance items, it will be about \$3,000.

145 Ms. Kassel asked have you spent any time reviewing our previous billings from our  
146 attorney to understand what kinds of issues we are dealing with?

147 Mr. Eckert stated I looked at some in the agenda package. You have a lot of real estate-  
148 focused issues, in terms of determining property ownership and things of that nature. I  
149 know they have been working on that. The last time I was here, some questions were raised  
150 regarding easements as to whether or not they were valid and who they were with. When  
151 dealing with property issues, sometimes you have to dig in a little bit more, which will be  
152 more expensive to try to figure out. Those are the issues I have seen. Most of the other  
153 issues are maintenance, such as maintenance proposals for landscape and things of that  
154 nature, nothing out of the ordinary.

155 Ms. Kassel stated we have vendor contracts and that type of thing.

156 Mr. Eckert stated yes. I would not call them “forms,” but when we award a landscape  
157 contract, we have a landscape contract we start from. We would typically suggest any time  
158 you have something that will be subject to a competitive bid, the form of the contract the  
159 District wants and requires is included in the request for proposals (“RFP”). So when  
160 someone submits their bid, they are bound by that contract at that point.

161 Mr. Short stated it seems like there might be some reasonable costs in transitioning  
162 from one law firm to another. Is that a dollar amount you can estimate? Or is it unknown?

163 Mr. Eckert stated the first thing I do is talk with your current attorney and we will  
164 coordinate what kinds of documents are electronic and which are hard copies. They have a  
165 duty to turn over all public records. That is the duty for all attorneys in Florida when legal  
166 counsel transitions to a new firm. When I receive those records, I do not make it a practice  
167 to sit in my office for a week and read everything to try to get up to speed. I will talk with  
168 each Board member, manager, and engineer and ask what issues you are dealing with  
169 today. Then I will learn through that process what issues to focus on and what historical  
170 records I need to get to understand how to deal with an issue today. I have never thought it  
171 productive to pore through records and all the history of what has happened in the District.  
172 I do not think it is a good use of resources.

173 Ms. Kassel stated we are trying to determine if parcels that were deeded to us were  
174 incorrectly recorded or not recorded. What steps will you take to help us figure that out?

175 Mr. Eckert stated first, I will see what work you have done on that already and then  
176 determine where to go next. If a deed was delivered but not recorded, which means it was  
177 accepted by the Board typically evidenced as accepted at a Board meeting, but it does not  
178 match what is recorded, we will try to track it down. If we have a question of who owns

179 what in a certain area, we would enlist a title company to do a title search, which will be  
180 more efficient than us doing it on our own. We will receive the title search, we will review  
181 it, and then try to track down whatever documents we need at that point in time. I have not  
182 had a situation where a deed was delivered and not recorded within a certain timeframe  
183 because that is some liability on the attorney for not recording it quickly. That is what puts  
184 people on notice that a conveyance has occurred.

185 Ms. Kramer asked about how many CDDs do you currently represent?

186 Mr. Eckert stated currently about 21, but I have a contract attorney who supports me  
187 and is based in Tallahassee, as well as a dedicated paralegal. I have an associate who was  
188 not listed in the presentation because she does not start until August 15. Mr. Wes Haber is  
189 one of my partners, with whom I have worked for about 15 years. All we both do are special  
190 districts. Mr. Haber would be the number-two attorney, and we will split the work. My goal  
191 with all my District is, I work on things that someone at a lower billing rate cannot handle.  
192 If it is complex, then I will probably be the one to work on it, which will be more efficient  
193 for you than me giving it to a first-year associate, who is not as familiar and has not seen  
194 the issue before. Ms. Kate John is her name, and she will start August 15. This is one of  
195 the districts I will want her to work on. Her billing rate is \$260 to \$265 per hour. She will  
196 work on contracts and things of that nature, which is cheaper for the District than me doing  
197 it, or my paralegal would do it. In fact, my paralegal drafts most of our contracts, sends  
198 them to me, and I mark them up and review them. That is usually the most efficient way  
199 for boards to operate.

200 Ms. Kramer stated we have seen from other attorneys a flat fee for meetings, which  
201 includes travel and everything. Do you bill in that manner? Or are you comfortable to attend  
202 via Zoom? Do you prefer to attend the meetings in person? How do you handle that?

203 Mr. Eckert stated my preference is, the most economical way that is actually effective.  
204 If you have a Board meeting with primarily discussing maintenance contracts and routine  
205 items, I do not think it makes sense to be here. I am happy to attend in person, and I can do  
206 that, but in my opinion, if I have only three or four minutes of speaking in a meeting, it  
207 does not make much sense for the Board to bear the cost of me being here. Our firm's  
208 policy is we have to attend every meeting. We are not "on call" for any of our districts  
209 where they will call us and we do not attend a meeting. As a public body in Florida, if you  
210 go astray and you get advice from your counsel not to consider a particular item, then it is



211 presumed you followed the advice of counsel when you reached your decision. It is not  
212 total protection, but it is pretty good protection. Many times we can hear something and  
213 “right the ship.” Usually it is not intentional but someone needs to say you cannot consider  
214 something in your decision-making process. I would suggest if I can have meaningful  
215 participation, that I will attend in person. If it is not, I would suggest Zoom is perfectly  
216 fine. But it is up to the Board. Some boards want me at meetings two times a year, and  
217 others say I need to attend every meeting no matter what.

218 Ms. Kassel asked what do you estimate the cost to be for your attendance in person?

219 Mr. Eckert stated I will usually be coming from St. Augustine, so a flat fee will  
220 probably be \$2,000 to \$2,200 for travel and attendance at the meeting.

221 Ms. Kassel asked what if you do not travel to the meeting?

222 Mr. Eckert stated without travel, the cost would be hourly. If your meeting is an hour  
223 and I am in my office for just one hour, it will be \$395. I have done bond validation hearings  
224 of \$100 million via Zoom. The judge is fine with it, and I am fine with it. If the Board is  
225 comfortable, it will usually save you money for us to do that. Things like budget hearings  
226 or when you are increasing assessments, those are meetings when I would need to attend  
227 in person, or when you are having a conflict with a vendor.

228 Ms. Kramer stated I noticed in the agreement that if we have a dispute, the venue will  
229 be Leon County.

230 Mr. Eckert stated that is our form of agreement. We will change that to Osceola County.

231 Mr. Qualls stated I would like an opportunity to respond as your current attorney.

232 Ms. Kramer stated I believe we asked your firm for a submittal. Would you like to  
233 submit a proposal?

234 Mr. Qualls stated as your attorney, you know my rates, and I have always said I would  
235 work with the Board. It is not necessary for me to submit anything. I would like to provide  
236 some feedback. It is only in the public sector that you get to go through this for the world  
237 to see. It is not awkward. We are just talking, and the Board is just trying to make a business  
238 decision. I appreciate that and what you had to say. We have said through the years that we  
239 will work with any fee structure you want. We went from hourly, which is less than Mr.  
240 Eckert’s paralegal’s hourly rate, to a flat fee that the Board requested. In our last  
241 communication, we said we would change that again. At best, the price is a wash. We like  
242 to be at the meetings in person. We think that is very important. Zoom has a purpose. It is

243 not as good a purpose as being here in person, seeing your body language, looking  
244 wherever you want, and not having to rely on things getting messed up with technology. If  
245 you miss court because you cannot get on Zoom, that is a non appearance, and that is  
246 important. We have very similar processes. Ms. Sylvia Talvich in my office, as you know,  
247 took some criticism because she drafts most of the contracts, as Mr. Eckert's firm just  
248 described. That is standard practice. My firm has never missed a meeting. When it comes  
249 to issues of property being recorded, Mr. Eckert outlined the same process we have. We  
250 added a step and took the time to talk with an expert in this arena. When Mr. Eckert said  
251 they keep a going record of transfers and conveyances, we do the same thing, but we have  
252 never had a duty to record anything. It is always the developer's attorney who has that duty.  
253 We have done a search and found no evidence in the record of a deed you should have that  
254 has not been recorded. On a large scale, even that is a non issue that does not require a lot  
255 of time and effort until you have some evidence that something is amiss in your property  
256 records, which you do not have at this point. We will work with you, as we always have.  
257 My law partner, Mr. Kenza vanAssenderp, and I, through the years are applying a trade. It  
258 is no different than being a plumber. Our tools are different. Chapter 190, Florida Statutes,  
259 is not super complex in the world of law. When Mr. Eckert referred to questions, you  
260 typically know and get a feel for these questions, and we are the same. I have been doing  
261 this for about 20 years. That is the way it should be. We would love the opportunity to  
262 continue to serve you, to work with you in whatever capacity makes sense, but at the same  
263 time, we understand we serve at the pleasure of the Board. We respect and appreciate the  
264 process.

265 Ms. Kramer asked how many CDDs do you current represent?

266 Mr. Qualls stated we currently represent Harmony CDD, and the firm has represented  
267 this District since 2000. I graduated law school and really started undertaking and working  
268 at Harmony in about 2007. I just had some successive litigation for Concord CDD. My  
269 firm has historically had numerous CDDs, but I have other focuses. I love CDD work, and  
270 I love being part of Harmony and getting to see this place from when it was nothing. I hope  
271 to grow and get more clients, but currently just two CDDs.

272 Ms. Kramer asked you still represent Concord?

273 Mr. Qualls stated yes.

274 Ms. Kramer stated we have a flat fee with your firm. In one of the documents you sent  
275 us, you indicated your new hourly billing rate is now \$400 per hour. We are not currently  
276 in need of hourly billing because we are not in any litigation.

277 Mr. Qualls stated that might be a typographical error. This Board has not asked me to  
278 change from our retainer. When it comes to an hourly rate, I will work with you. I am  
279 happy to match \$395.

280 Ms. Kramer stated I do not think venue is a problem because you are used to being in  
281 Osceola County.

282 Mr. Qualls stated that is correct; we have clients in every political subdivision in the  
283 State.

284 Ms. Kassel stated I requested this discussion item at the last meeting, which was two  
285 months ago. I explained why I was increasingly not happy with our current counsel because  
286 I felt like so many things happened on top of each other. I really like Mr. Qualls and have  
287 enjoyed working him over the years. Over the past couple years, we have had conversations  
288 about things. Another example was, two months ago I mentioned this at the meeting, and  
289 Mr. Qualls texted me this morning to ask to have a conversation today about his work with  
290 the District. He has had two months. My scheduled was packed today, and I did not have  
291 the opportunity to do so. I figured if he really wanted to keep his role here, then he would  
292 contact me earlier than the day of the meeting. I need to recount reasons, I will, but I  
293 mentioned them at our last meeting.

294 Mr. Leet stated we discussed this in January, and my position has not really changed  
295 since then. In the 18 months I have served on the Board and in my dealings with Mr. Qualls,  
296 it is usually me reaching out to him with a question, and he has always provided a prompt  
297 answer. If we have something of legal interest during that meeting, I will usually talk with  
298 him the day of the meeting so I can understand what might be discussed that night. In my  
299 experience, Mr. Eckert has an impressive résumé, and I am sure we, as a District, would  
300 do fine with his representation. However, I have been satisfied with current counsel.

301 Ms. Kassel stated I am not sure if the new Board members know my perspective or Ms.  
302 Kramer's, or our interactions with Mr. Qualls over the past few years.

303 Ms. Kramer stated I will state my position. As I am sure most everyone knows, I am  
304 an attorney. I have worked with Mr. Qualls for at least 18 months and even some before I  
305 got on the Board. The reason I ran for a seat was some serious concerns about the legal

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306 representation of Harmony, quality of the work, and potential conflicts that were  
307 happening. I am very concerned. I can go into it further if you want, but I would rather not  
308 on the record for Mr. Qualls's sake. I cannot support continuing with Mr. Qualls.

309 Ms. Phillips stated I was not aware I would need to make such a decision today.

310 Ms. Kassel stated we do not need to make a decision tonight.

311 Ms. Phillips stated I have a gut feeling, which is not a good way to make a decision.

312 Mr. Short stated I am just learning. I feel like a rookie. Some of the terms went over  
313 my head, while I understood other things he discussed. I need a little more education to  
314 feel comfortable voting on something like this. I also have a gut feeling, and it has usually  
315 served me right.

316 Mr. Leet stated in this case where we have two new Board members and an important  
317 decision to make, pursuant to the sunshine law, any discussion has to be on the record. Do  
318 we need a workshop to discuss this?

319 Ms. Montagna stated you do not need a workshop to discuss this. I understand we have  
320 two new Board members. They can recuse themselves from the vote if a vote takes place.  
321 The Board can also defer to a future meeting or cancel it altogether, but you do not need a  
322 workshop for this.

323 Ms. Kramer stated I would like to deal with it today if possible. We have an important  
324 contract for landscape services that needs more attention because of changes in what we  
325 are dealing with. I think this is the right time to make a transition.

326

327

328

329

Ms. Kramer made a MOTION to engage Kutak Rock as the District's legal counsel, and to negotiate an engagement letter and fee structure.

330

331

Ms. Kramer stated we need a second to the motion in order to discuss.

332

Mr. Leet stated we have already been discussing it. Can the discussion simply continue?

333

334

Ms. Kramer withdrew the above MOTION.

335

336

Ms. Kassel stated I wonder what it would take for our two new Board members to feel  
337 more comfortable.

338

Ms. Phillips asked is there a length of time on the agreement with Mr. Qualls?

339

Ms. Kramer stated no, it is at will.

340

Ms. Phillips asked we are not locked in for a period of time, such as five years?

341 Ms. Kramer stated no, the attorney serves at the will of the client. For example, next  
342 month, we can change our mind and engage different legal counsel.

343 Ms. Phillips stated that made me nervous about voting because I do not want to vote  
344 on something that locked us in for a certain length of time.

345 Ms. Kramer stated I understand that.

346 Ms. Phillips stated then I will give my opinion. I am new, as is Mr. Short. I am leaning  
347 to usher in the new, but that is my gut because I do not know what went on before.

348 Mr. Short stated I would like to understand the role of the attorney better and how they  
349 serve and those types of things. It seems obvious that we would have legal representation,  
350 but I still need more education on some of the things they mentioned as to how everything  
351 works. That might just be my shortcoming in not being educated regarding what services  
352 they provide to a CDD.

353 Ms. Kassel asked would it be helpful to Mr. Qualls or Mr. Eckert to explain what kinds  
354 of services they provide?

355 Mr. Short stated yes, that will be helpful. Mr. Eckert reviewed some things, but some  
356 of that went over my head. When you talk about easements, I am a little familiar with that.  
357 I locate utilities in the ground, so I understand that to some degree, not how it impacts the  
358 District. Mr. Eckert mentioned those tend to be the kind of conflicts he interacts with and  
359 tries to help sort.

360 Ms. Kramer stated I will ask Mr. Eckert to explain his role in most CDDs.

361 Mr. Eckert stated our number-one job as legal counsel is to make sure you comply with  
362 the law. That is the first thing we need to do, to make sure you stay out of trouble, that we  
363 are meeting the State statutes we need to meet. Second is to protect the property of the  
364 District and help the Board protect the property the District owns. That is why the District  
365 exists; it is here to fund, operate, and maintain public infrastructure. That is the sole purpose  
366 of the District. Sometimes that includes recreation, stormwater, conservation lands, and  
367 things like that. We protect the property of the District and help the District do that. The  
368 other thing we typically do is, anytime you enter into a contract, we will want to review it.  
369 Sometimes it is a formal contract, and sometimes it will be a standard addendum we have  
370 that we will send to the manager saying to attach the proposal to this addendum and execute  
371 which will be fine for this contract. Typically, that is not based on dollar value. I think that  
372 is one of the mistakes people make. It should be based on risk. For example, if you are

373 going to order \$20,000 worth of pool furniture, I care less about that than if you are going  
374 to do \$1,000 worth of roadway repairs causing people to stand in traffic. I care a lot more  
375 about that than I do about purchasing pool furniture. It is looking out to protect the District  
376 from liability, making sure the infrastructure is maintained. We typically work hand in  
377 hand with the engineer. You have a very good engineer. He performs engineering tasks. I  
378 do not want to perform engineering tasks because I do not understand it. They will identify  
379 things and will ask how to implement the remediation plan, whether it is contracting with  
380 another entity or waiting to see or dealing with a permitting agency. We work with the  
381 engineer and the manager to make sure the property is taken care of and you are complying  
382 with law. I am not afraid to tell you business advice based on my experiences with other  
383 districts. Some people would say I need to stay in my lane and just be the attorney. I can  
384 do that, but I can also tell you what the law says. If you do this, it will be legal; however,  
385 when you do it, that will happen, and that is bad. It is not traditional practice of law, which  
386 is oftentimes more reactionary: this is what the law says, so you figure it out. I will give  
387 you that. The business decision is still yours, but I will share my experiences and what  
388 happened so you can think before you make that decision to go down a certain path. We  
389 will provide business advice based on our experiences.

390 Mr. Qualls stated this is so educational for the public, as well. My answer in a lot of  
391 ways is the same. You all have heard me say this. This was not mentioned, but we are  
392 concerned with compliance with the sunshine law and public records law. That gets a lot  
393 of people in a lot of trouble, including criminal trouble. The first thing we do is give you  
394 all the information you need to make sure you understand the Florida sunshine law – having  
395 meetings in the public – and public records law. We represent a myriad of government  
396 officials. These things can sound complicated at first, but when you get into the flow of  
397 things and know the essence, they become quite simple. First, any record is a public record.  
398 Two, stay away from social media and commenting back and forth with other Board  
399 members on items that could come before the Board. That can get you in a world of hurt.  
400 We have been here since 2000. We know your infrastructure like the back of our hand. We  
401 say over and over: You have one job. This Board will discuss many things, but your one  
402 job is maintenance of horizontal infrastructure. For Harmony, it is sidewalks, trees that  
403 need to be trimmed in the rights-of-way, recreational facilities including parks and  
404 playgrounds, and Buck Lake. We have been here since the beginning, we know how it all

405 came about, and we know about your infrastructure. We know the work this Board puts in.  
406 You all should elect to receive compensation because you will work 100 hours, which is  
407 about \$.50 an hour, no joke. Current Board members will attest to the number of hours.  
408 Our job is to help steer you right. The reason we switched to a retainer is because we were  
409 here, and people discussed not wanting to talk to the attorney because it will run up legal  
410 bills. We want you to talk to us. Just as your main job is maintenance of infrastructure, our  
411 main job is preventative maintenance. If we go to court, there is a failure. We try to keep  
412 you out of trouble with preventative maintenance, with the goal being maintenance of  
413 infrastructure. Chapter 190, Florida Statutes, governs how CDDs operate, and how they go  
414 about doing their business. It says, for instance, you “shall” have a District Manager to  
415 manage the works of the District. Many times, boards start getting into the minutia around  
416 the community – pick up that can, change the way we clean this item – which is not your  
417 job. You have a contractor/manager to do that. Your job is to set high-level policy, goals,  
418 and objectives that are in keeping with State law. It is overwhelming at first. You new  
419 Board members are being put on the spot. I do not think there is any shame in saying that,  
420 and I am glad you did. I have been doing this for a long time, but it is very complex. I  
421 mentioned that I just joined a school board. I tell them every meeting not to come to me as  
422 the attorney; I know Chapter 190, Florida Statutes, but not the education chapter. It is very  
423 nuanced and specialized. At the end of the day, it all goes back to the central focus of  
424 making sure your community is happy with the way you maintain the infrastructure for  
425 them. Street lights are working. Sewers are working. Playgrounds are safe for their kids.  
426 Why is this better for your community to come here instead of going to the County?  
427 Because this is local government at its finest. If you have a problem with a County road,  
428 you have to petition your government.

429 Mr. Short asked based on those descriptions, has the District had issues in the past?

430 Ms. Kassel stated I will ask Mr. Eckert how he will deal with some things. We had a  
431 disagreement, a misunderstanding about who owned some land. Some things happened.  
432 The landowner sued one of the Board members. He did not sue the District or the Board  
433 member as a member of the Board. My feeling was, it was not a Board issue, but we should  
434 send it to our directors and officers (“D&O”) insurance. Some Board members wanted to  
435 have the Board member represented by the Board.



436 Mr. Qualls stated you are getting into the subject of ongoing litigation. Insurance is  
437 covering this now. By you going back and revising this, I do not think that is the best thing  
438 to do, given it is active litigation. You can also ask Mr. Eckert who is not your attorney,  
439 but as long as I am here, I will try to steer you in the right direction.

440 Ms. Kramer asked of the districts Mr. Eckert represents, how often do you find they  
441 end up in litigation?

442 Mr. Eckert stated very rarely. Harbor Bay CDD I mentioned earlier is in litigation quite  
443 often. One, they had seven miles of seawall that was failing behind people's homes. They  
444 had uplands damages and pools cracking. They have a lot of litigation. Falcon Trace CDD,  
445 which I mentioned in Orlando, never had litigation of which I am aware. We had one  
446 administrative complaint against a pool attendant for age discrimination that was resolved  
447 within a couple weeks.

448 Ms. Kramer asked when you have litigation, will you represent the District? Or do you  
449 suggest the District send it to the insurance company or outside counsel?

450 Mr. Eckert stated typically, I will tell them to send it to insurance first to see if it is  
451 covered by insurance. If it is covered by insurance, then we will use the insurance defense  
452 provisions because that saves the residents money. If it is not covered by insurance and it  
453 is something where I could potentially be a witness in that proceeding, I would advise the  
454 District to hire outside counsel. It should not be me or my firm because you will want me  
455 to be a witness and not be tainted by the fact that I am also making an argument in front of  
456 the judge and also being a witness in front of the judge. If it is something where we are not  
457 a witness at all and it is not covered by insurance, then we oftentimes will handle that  
458 litigation. The exception is, I will not represent a Board member. Sometimes a government  
459 attorney can represent a Board member, but even in those situations, I will not do that  
460 because I do not think it serves the Board member well. I think they should have  
461 independent counsel.

462 Mr. Qualls stated we have the same policy, for the Board to go with the insurance  
463 company, and we recommend that. It is up to the Board to ultimately decide. In this case,  
464 the Board voted not to go with insurance.

465 Ms. Kramer stated I will leave that for anyone who wants to review the record.

466 Mr. Leet stated we discussed this a few months ago. I reviewed it, and it was a previous  
467 Board with different members.



468 Ms. Kramer asked did you listen to the audio?

469 Mr. Leet stated yes, I listened to the audio and read the transcripts.

470 Ms. Kramer asked for both meetings?

471 Mr. Leet stated I believe I did. Maybe the discussion did not go so far as his saying, “I  
472 will not represent,” but he made the recommendation to use insurance. The Board voted to  
473 do otherwise. I disagreed with it at the time, and I still wish it had not happened, but that  
474 is what was done. My interpretation was, he did what the Board directed him to do at the  
475 time, as wrong as that may have been.

476 Ms. Kramer stated I listened to the recordings, and at the meeting where the Board  
477 decided to fund litigation, he specifically stated he would not represent the Board member.  
478 Two days later, he filed a notice of appearance in the case. That is one issue. My concern  
479 is with the quality of work, and the responsiveness I have seen over the past 18 months  
480 more so than what happened before I came on the Board. I have not seen the quality of  
481 work, and it takes him a lot longer to address issues. He does not understand direction the  
482 Board gives him. We need someone who has extensive ongoing experience with CDDs.

483

484

Ms. Kramer made a MOTION to accept the proposal from Kutak Rock for legal services, with Mr. Eckert serving as counsel, and to transfer legal services from Young Qualls.

486

487

Ms. Kassel seconded the motion with hesitation and appreciation for Mr. Qualls.

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Upon VOICE VOTE, with Ms. Kramer, Ms. Kassel, and Ms. Phillips in favor, Mr. Leets opposed, and Mr. Short recusing himself, approval was given (by a margin of 3-1) to the proposal from Kutak Rock for legal services, with Mr. Eckert serving as counsel, and to transfer legal services from Young Qualls.

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Mr. Qualls expressed thanks and appreciation to the Board.

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Ms. Kramer stated we will get with Kutak Rock and Mr. Eckert to work out the finer points of his representation.

501

Mr. Eckert stated thank you. I look forward to working with you.

502

503

With no objection from the Board, fourth order of business for contractors’ reports was discussed next.

504

505 **C. Field Service Vehicles**

506 Ms. Kramer stated we provided an update on what is happening with our vehicles, and  
507 it has not been good. Three are out of service now, and this was a concern. From what I  
508 understand, staff is juggling vehicles. An Inframark truck is in service. The District's truck  
509 is still in service. A Umax is in service. We are supposed to have another Umax that was  
510 in our budget and is already coming. It is supposed to arrive in August. Since we have a  
511 rotating schedule, all five individuals are all together only three days per week. We might  
512 be able to work out some other scheduling, but they are making do with the vehicles they  
513 have at this point. The insurance company just informed us they are issuing a check for the  
514 vehicle that was stolen, and it should be in the mail. The one in the accident we are hoping  
515 will be with us. The problem is, we cannot even find the vehicles. I inquired of Inframark,  
516 since their employees will be driving the vehicles, if they would prepare a proposal for us  
517 to consider for Inframark to provide the vehicles where they assume all risk, liability,  
518 maintenance, and so forth, to see how it compares to us buying them. We should have that  
519 proposal at the next meeting.

520 Ms. Montagna stated yes, you will have that proposal.

521 Ms. Kassel asked is any action required of us now?

522 Ms. Montagna stated no, it is just an update so everyone knows what is going on. I  
523 received confirmation from Egis that the check for approximately \$11,000 is in the mail,  
524 but we have not received it yet. It was mailed on July 26 for the theft of one of your  
525 vehicles. The other vehicle Ms. Kramer mentioned that was in an accident, we are working  
526 through the resident's insurance and the District's insurance, and it should be resolved in a  
527 week or so. That will take care of those two vehicles. We have one more that we are  
528 working on with Polaris, and we should have an update in the next week or so regarding  
529 the vehicle that was taken in and had an engine issue.

530 Ms. Kassel stated we have to either rebuild or replace the engine.

531 Ms. Montagna stated yes, and it might be a different scenario once Mr. Perez has a  
532 follow-up conversation with them tomorrow or next week.

533 Mr. Perez stated that is correct. Let me backup just a bit. Regarding the Kawasaki, the  
534 insurance adjuster visited last week or so, and they provided their adjusted cost on the  
535 Kawasaki mule that was in the accident. We should be receiving more information from  
536 both sides soon because the adjuster has already been out. We also had a quote for repairs  
537 on that vehicle. We believe the frame is bent and the vehicle is totaled. We should be

538 receiving a check for that mule. Regarding the Polaris vehicle, I spoke with Mr. Brent  
539 Maynard who is the governmental dealer for Polaris. We are working closely with him and  
540 the regional manager for Polaris, essentially for the southeast, including Florida. They  
541 oversee commercial authorized Polaris dealers, such as Kissimmee Motor Sports and Sky  
542 Powersports. I received a response from him today, and he will call me tomorrow. I will  
543 update the Board once I hear back from Polaris.

544 Ms. Kramer stated at the last meeting in May, the Board authorized the purchase of  
545 another Polaris diesel, which not been ordered yet. Until we resolve this issue with Polaris,  
546 I recommend and ask the Board to approve putting that purchase on hold. We may not even  
547 need that high-end of a machine since our new pressure washer is not of a significant weight  
548 like the old one was and does not need 2,500-pound towing capacity.

549 Mr. Leet stated an electric version is also potentially available in the next year or so.

550 Mr. Perez stated I spoke to Polaris on that government order, and they are 200 to 245  
551 days out to place that order. I also asked about the EV cart. The preorders that took place  
552 late last year have already been filled. They are not planning on starting additional  
553 production on the EV model until fall 2023.

554 Ms. Kramer stated at this time, it is not critical to obtain that Polaris vehicle. To make  
555 it cleaner, I suggest we rescind the action for the Polaris diesel that was taken at the May  
556 meeting.

557

558 Ms. Kassel made a MOTION to rescind approval from  
559 May 26, 2022, of quote #QUO-37071-T6J7L2 to purchase  
560 the Pro-XD Polaris diesel, in the amount of \$17,396.15.  
561 Mr. Leet seconded the motion.

562

563 Mr. Short asked does that mean we are covered to the degree we need to be for vehicles?

564 Ms. Kramer stated yes.

565

566 Upon VOICE VOTE, with all in favor, unanimous approval  
567 was given to rescind approval from May 26, 2022, of quote  
568 #QUO-37071-T6J7L2 to purchase the Pro-XD Polaris  
569 diesel, in the amount of \$17,396.15.

570

571 **D. Consideration of Resolution 2022-07, Recognizing the Contributions of Mr.**  
572 **Steve Berube**

573 Ms. Kramer read Resolution 2022-07 into the record by title.

574 Ms. Kramer stated Mr. Berube has resigned his seat as Supervisor. He served for a  
575 number of years on the Board, including as Chairman.

576

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Mr. Kassel made a MOTION to approve Resolution 2022-07, recognizing the contributions of Mr. Steve Berube. Mr. Leet seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-07, recognizing the contributions of Mr. Steve Berube.

584

585 **E. Consideration of Resolution 2022-08, Recognizing the Contributions of Mr.**  
586 **Mike Scarborough**

587 Ms. Kramer read Resolution 2022-08 into the record by title.

588 Ms. Kramer stated Mr. Scarborough also recently resigned.

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Mr. Kassel made a MOTION to approve Resolution 2022-08, recognizing the contributions of Mr. Mike Scarborough. Mr. Leet seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-08, recognizing the contributions of Mr. Mike Scarborough.

597

598 **F. Consideration of Facility Usage Application from Harmony Residential**  
599 **Owners Association (“HROA”) for Summer Market (August 14, 2022)**

600 Ms. Montagna reviewed the facility usage application from HROA for a summer  
601 market on August 14, 2022.

602 Ms. Montagna stated Ms. Jennifer Abrahamson submitted this facility usage  
603 application, like she typically does. Unfortunately, she has not provided other pertinent  
604 information, such as the number of people. What was included in the agenda package is  
605 what she submitted. I do not have any additional information from her as of yet. I reached  
606 out and requested that additional information, but unfortunately, I have not received a  
607 response yet.

608 Ms. Kassel stated this is an HROA-sponsored event, so I want to approve it. The only  
609 thing that has happened in the past is the condition of Town Square area. The way the  
610 application appeared in the agenda is funky and very hard to read.

611 Mr. Leet and Ms. Phillips agreed it was hard to read.

612 Ms. Montagna stated that is how she sent it. Usually none of them are readable. I have  
613 suggested she can send it in a different format, but I think that is all she has the ability to  
614 do at this time.

615 Ms. Kassel stated I believe it says the streets are on Harmony Square. I do not know if  
616 our facility usage applications address trash pickup and disposal issues.

617 Ms. Kramer asked is she submitting a deposit like she is supposed to do?

618 Ms. Montagna stated yes, the deposit is \$250. I had that conversation with her, as has  
619 Mr. Morrell, and they had no objection to it at all.

620

Ms. Kassel made a MOTION to approve the facility usage application from Harmony Residential Owners Association for Summer Market on August 14, 2022.

Mr. Leet seconded the motion.

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Ms. Kramer stated I appreciate that this is an HROA event; we have other parade events, and we love them. I need this message to go back to Ms. Abrahamson that she needs to stop advertising events before she receives approval. It will end up like it did once where she disappointed the entire community because someone else reserved that facility before she submitted her application. Let her know she needs to quit assuming that her events take priority. She needs to provide them well in advance of the event. She may feel some prejudice against her if the event is advertised before she comes to the District.

Ms. Montagna stated I will relay that information to her again. I think the disconnect is, some of the events she does are annual repeat events she has been doing in the past, so she feels the calendar has a standing spot for them. I will reiterate that to her

Mr. Leet stated all the more reason the application can be submitted a month or two in advance.

Ms. Kramer stated that is correct; she should know that. The other item I want to discuss is, this event will generate income because vendors pay for slots. Do we have any expenses? Will they use our electricity? Will we incur costs that may need to be reimbursed from the funds she will be receiving from vendors?

Ms. Montagna stated she told me electricity will not be needed, and they will not be using anyone's electricity. But I will reconfirm all this with her first thing in the morning.

Ms. Kramer stated confirm no use of water or electricity.

Ms. Montagna stated yes.

# CARBON

646 Ms. Kramer stated she is supposed to provide a list of vendors so we have proper  
647 documentation and liability waivers. Those are my concerns. The biggest one is, I do not  
648 want to see the community disappointed about an event if we have to deny the application.

649 Ms. Phillips asked who is responsible to clean up after an event?

650 Ms. Kassel stated she is.

651 Ms. Phillips asked does she have money in her budget to pay people to do that?

652 Ms. Kassel stated she should, but we are collecting a \$250 deposit. If the cleanup is not  
653 done, then her deposit is forfeited.

654 Ms. Phillips asked do we have someone who can do the cleanup if we pay them?

655 Ms. Kassel stated yes, field services.

656 Mr. Perez stated I spoke with Ms. Abrahamson multiple times about this. Her biggest  
657 concern is, she is setting it up on the street around Town Square. Vendors will not  
658 physically be on District property, so that is why she was asking about the vendor list. We  
659 discussed that she has had this event in the past. They are setting the stalls in parking spaces  
660 on the street and not physically in the grass on District property. I am not sure how you  
661 want to move forward with a list of the vendors.

662 Ms. Kramer stated I do not understand why she cannot provide a vendor list.

663 Mr. Perez stated ask Ms. Abrahamson.

664 Ms. Kramer asked has she received approval from the sheriff's department or Osceola  
665 County road and bridge to close the roads?

666 Mr. Perez stated I informed her of that, as well, that the District does not own the roads,  
667 and she needs to inform County. She is aware of that, and I mentioned it on our phone call.

668 Ms. Montagna stated I also mentioned it to her, and she did not feel it was necessary. I  
669 am relaying what she mentioned to me. We will have conversation with her in the morning  
670 and see what we can get rectified.

671 Ms. Kramer stated thank you.

672 Mr. Short stated she is wrong on the point of closing the roads. I have had to deal with  
673 maintenance of traffic issues in the past, and you cannot do that. Granted, it is not the  
674 District's road.

675 Ms. Kassel stated we have had many events like this in the past, so it is not novel or  
676 new in the District for events on the roads.

677 Ms. Kramer stated they need to get in the habit of doing it right. As more of Harmony  
678 develops and we have more residents, they will be using that road. I do not want to have  
679 an issue with it.

680 Ms. Kassel stated I think they do something where it is not all the roads.

681 Mr. Leet stated it is a portion of the loop.

682 Ms. Kramer stated I understand where it is. We need to ask Ms. Abrahamson to start  
683 doing it right. That is the preference. What was done in the past is past, but we need it done  
684 right in the future.

685

686 Upon VOICE VOTE, with all in favor, unanimous approval  
687 was given to the facility usage application from Harmony  
688 Residential Owners Association for Summer Market on  
689 August 14, 2022, conditioned upon receiving (1) \$250  
690 deposit, (2) list of vendors, (3) approval from Osceola  
691 County to close the roads, and (4) confirmation of no use of  
692 electricity.

693

#### 694 **FOURTH ORDER OF BUSINESS** **Contractors' Reports**

##### 695 **A. Servello & Sons ("Servello")**

696 Mr. Pete Betancourt stated regarding the tree limb at the lakeshore park, our arbor  
697 crews will be here within two weeks. Our pole saw will go up only eight to ten feet, and  
698 that limb is already too high. The arbor crew will need to reach that limb and will be able  
699 to at no charge.

700 Ms. Kramer stated for those who may not be aware, at the lakefront playground where  
701 the kids' play equipment is, we have two large shade screens over the equipment near a  
702 large oak tree. One half was impinging over the older children's play area. A scuffle ensued  
703 regarding who could do that from the ground, so I took care of it myself. The other one,  
704 however, is up and over the peak of the shade screen, which does not permit a safe way to  
705 get it down without a lift or a cherry picker. It is on the shade screen right now, so it could  
706 start to damage the screen. It has been that way for about a month. They will be back in  
707 two weeks or so and can take care of it then at no cost to the District.

708 Mr. Leet stated if it is not a safety issue, then we can wait.

709 Ms. Kramer stated it will not fall on any children. So we will wait to get that limb taken  
710 care of. Secondly, last year the arbor crew did the inside tree trimming, which is a separate  
711 contract. We had some serious problems. Has that arbor crew changed?

712 Mr. Betancourt stated yes, I believe so.

713 Ms. Kramer asked we will get a good tree trimming?

714 Mr. Betancourt stated our cutter has worked previously for Servello but on other jobs.  
715 Now he is back. He was the one doing the cutting when I first got here.

716 Ms. Kramer asked you will have a lift in the neighborhood, too, just in case?

717 Mr. Betancourt stated yes, they will bring the lift when they do the outside oaks.  
718 Normally we keep it in the Servello yard, and they will take it out when they need it.

719 Ms. Kramer stated we did not finish inside tree trimming last time because they were  
720 lion's tailing and causing more damage to the trees. Do you have a different crew that is  
721 better experienced than the one that was here last year?

722 Mr. Betancourt stated when I moved to Harmony, he was already at Servello. That is  
723 where I met him.

724 Ms. Kramer asked he has a lot of experience and was not here last year?

725 Mr. Betancourt stated no.

726 Ms. Kramer asked is the Board interested in having them also do the remaining inside  
727 tree trimming that we were undertaking last year? It is definitely needed. We can add that  
728 to their outside trimming while they are here.

729 Mr. Betancourt that is a question for Mr. Scott Feliciano.

730 Ms. Kramer stated we will ask him to take a look at that and advise Inframark as to  
731 what the cost will be.

732 Ms. Kassel asked as part of their contract or an addition?

733 Ms. Kramer stated we stopped the contract we were under. We made a partial payment  
734 for the work they had done minus some quality reductions. It would basically be a  
735 reenactment of that contract, if they can work with that.

736 Ms. Kassel asked is that within our existing budget?

737 Ms. Kramer stated yes. If the Board is interested in getting that work done, it will  
738 include Butterfly Drive and those areas that were not finished during the inside tree  
739 trimming last year. Hearing no objection from the Board, we will direct Inframark to reach  
740 out to Mr. Feliciano and negotiate that work. I wanted to mention that as well as the tree  
741 over the shade structure.

742 Mr. Betancourt stated yes, we will take care of that tree.

743 Ms. Kramer stated the rest of the outside tree trimming is already in the contract and  
744 paid for, so it is covered.



745 Mr. Betancourt stated regarding the swim club palm trees, our crews will be here  
746 Monday just to trim those palm trees at the swim club and the dog park.

747 **i. Proposal #6845, Irrigation Maintenance**

748 Mr. Betancourt reviewed proposal #6845 for irrigation maintenance, including wireless  
749 rain sensors throughout the community.

750 Ms. Kassel stated the proposal included no information as to what it was about.

751 Ms. Kramer stated when we first hired Servello for irrigation, my understanding is you  
752 replaced some of the sensors at that time. In fact, I noticed quite a few wireless sensors  
753 showing up on adjacent stop signs. I presume this proposal is in addition to those sensors.

754 Mr. Betancourt stated we did only 15 rain sensors at the time, and this is for the  
755 remaining clocks that have no rain sensors.

756 Ms. Kramer asked right now, they do not have functioning rain sensors?

757 Mr. Betancourt stated no, the remaining clocks do not have functioning rain sensors.

758 Ms. Kramer stated that puts us in non-compliance with County code.

759 Ms. Kassel asked is this within budget? Is it outside of or included in what was  
760 budgeted for irrigation?

761 Ms. Kramer stated this would probably fall outside that budgeted number, but it is not  
762 a regular, day-to-day maintenance issue. We should be able to maintain these rain sensors.  
763 What is the warranty on them?

764 Mr. Betancourt stated I will have to check.

765 Ms. Kramer stated it is more of a reserve item to operate.

766 Mr. Betancourt stated it is mainly when it rains because the clock will not turn off. The  
767 rain sensor will shut it down.

768 Ms. Kramer stated these need to be installed in the proper location. I saw one the other  
769 day in one of the pocket parks. The rain sensor is underneath a heavy canopy, so it does  
770 not function.

771 Mr. Betancourt stated you can put it on a sign.

772 Ms. Kramer stated yes, it needs to be out in the open to truly function.

773 Mr. Betancourt stated when water goes in it to a certain level, the sensor triggers the  
774 clock to stop running.

775 Ms. Kassel asked can we take this out of reserves?

776 Ms. Kramer stated yes, or once it is done, we may see this amount easily in our first  
777 month's savings on the utility bill.

778 Ms. Kassel stated we have reserves. We were going to do certain things from reserves  
779 that we are not going to do now or have delayed.

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Ms. Kassel made a MOTION to approve proposal #6845 from Servello & Son for wireless rain sensors, in the amount of \$3,341.17, to be funded from reserves.  
Mr. Leet seconded the motion.

786

787

Mr. Leet asked will these sensors tie in through the existing Maxicom system or are they local?

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790

Mr. Betancourt stated when we first took over irrigation maintenance, I was told Maxicom starts the clock but does not operate it. If you put a rain sensor on a clock, it will determine if it needs to run or will shut it down.

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792

Mr. Leet stated so it is local for that area but not tied to the computer.

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Mr. Perez stated the rain sensors do not necessarily stop the clock; they put the system on hold. Once the rain sensor dries out, then the system comes off hold and resumes operation. If it rains in the middle of the day and the sun comes out, as long as the sensor dries out, the clock is still on and will pick up running zones again, based on how many inches of rain you get. You can set the rain sensors to be one-quarter inch, one-half inch, or one inch. Theoretically, one-half inch should be plenty in a day.

799

Ms. Kassel asked do you recommend approving this proposal?

800

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803

Mr. Perez stated yes, wireless systems are the way to go right now. If you have to wire it, ideally you have to attach it to a building or some form of structure to tie it into the clocks. They are using a Hunter product, which will interface with Maxicom. It will simply put the system on hold versus shutting a clock down.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to proposal #6845 from Servello & Son for wireless rain sensors, in the amount of \$3,341.17, to be funded from reserves.

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**ii. Proposals #6833, #6834, #6933, #6934, and #6935 for Sod Replacement**

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**a. Proposal #6833**

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Ms. Kramer stated this proposal is for the area near Schoolhouse Road. They are proposing to resod nine houses in the area between sidewalk and curb at \$1,000 per house. I looked at all the areas. If you put the sod down, then the exact same wear patterns will

815 show up again as soon as people start walking on them. I do not know why this area was  
816 selected over all the other sod issues.

817 Mr. Betancourt stated it was a complaint from a resident.

818 Ms. Kramer stated I figured as much. I am not in favor of this proposal.

819 Mr. Perez stated we received quite a few emails requesting sod in those areas. We told  
820 them we would provide proposals for Board's review.

821 Ms. Kramer stated unless the Board feels otherwise, we should not request a proposal  
822 from Servello for every resident complaint.

823 Ms. Kassel stated I would like to table this item. For the benefit of the audience, our  
824 agenda package this month that we received last week was 448 pages, which is a lot to  
825 review in a few days. I happen to also serve on the HOA board, which blew up in the last  
826 couple days and required a lot of my time. I did not have a chance to look at these areas,  
827 and I would like the opportunity to do that, so I would like to table it until the next meeting.  
828 Instead of denying it, I would like to table it and look at it. I know we looked at some areas  
829 a while back on Cat Brier Trail, and I do not know if they have been addressed. I would  
830 like to look at them, too. We were told they are under oak trees, and they are getting shaded  
831 out, but what I saw was no irrigation, no leaf pickup, and no fertilization. I do not know if  
832 it is the same situation here.

833 The Board did not object to tabling Proposal #6833.

834 This item will be included on the next agenda.

835 **b. Proposal #6834**

836 Ms. Kramer stated this proposal is for sod at the new dog park. I saw a need for it only  
837 around one of the benches. The other bench looked okay. It looks like a very small amount  
838 of sod, if any at all. Maybe our field services crew could pick up a square or two of sod  
839 and install it there. I noticed on some Inframark billings that they include sod every once  
840 in a while. Is that something you can handle?

841 Mr. Morrell stated around the bench is a big section of sod. We asked Servello for a  
842 proposal to install sod between the concrete and the dirt area. If we get something different  
843 from Home Depot, it will be more expensive.

844 Ms. Kramer asked more than \$429?

845 Mr. Morrell stated Mr. Perez will need to help me.

846 Ms. Kramer stated the proposal says one square foot of sod for \$429. Can we do that  
847 in-house if I can enlist a gardener or helper who can pick up some sod to take care of that?  
848 I would not move forward on this proposal.

849 Ms. Kassel asked is the Board okay in not moving forward with this proposal?

850 Ms. Phillips stated the proposal includes fuel surcharges. Do those stay in effect if we  
851 approve it, even though the price of fuel is going down? Are we locked into that price?

852 Ms. Kramer stated yes.

853 Ms. Phillips stated then I definitely agree to table the proposal.

854 **c. Proposals #6933 and #6934**

855 Ms. Kramer stated these two proposals are for the same property address. I encouraged  
856 Inframark to approach Jones Homes regarding this, since it was an issue with the house  
857 just being built and not having good sod installed by the builder. They said they will sod  
858 that area and take care of it, so Servello does not need to take care of either of these.

859 Mr. Perez stated Jones Homes will take care of Songbird Circle, not Sagebrush.

860 Ms. Kramer asked is this not the one between Songbird and Sagebrush?

861 Mr. Perez stated yes, they already took care of those areas. I am sorry; I thought you  
862 were discussing the proposals for Songbird.

863 **d. Proposal #6935**

864 Ms. Kramer stated this proposal is for Claybrick in an area where sod died off. Was  
865 that due to irrigation issues?

866 Mr. Betancourt stated yes, it was a clock on other property that I could not access. I do  
867 not even know if the clock is working.

868 Ms. Kassel asked if the clock is not working, do we want to spend \$7,500 to replace  
869 sod?

870 Mr. Betancourt stated I just need access to the clock.

871 Ms. Kramer stated I think we need to hold off on this proposal until the irrigation issue  
872 is straightened out.

873 Ms. Kassel asked what is the plan?

874 Ms. Kramer stated we have contacted Ms. Rosemarie Bacallao, who is the attorney for  
875 the new ownership. She provided us contact information for their property management  
876 group. Was Mr. Perez able to contact them on the locked irrigation box?

877 Mr. Perez stated no, the phone number went to voicemail.

878 Ms. Kramer asked did you email her?

879 Mr. Perez stated I have no email address. I looked at their website and filled in my  
880 contact information. I never received a response. I have called at least five times, and calls  
881 keep going to a voicemail that no one answers.

882 Ms. Kassel stated I would like to table this proposal.

883 Ms. Kramer stated we will table this proposal until the irrigation is resolved.

884 The Board had no objection to table this proposal.

885

886 **FIFTH ORDER OF BUSINESS** **Consent Agenda**

887 **A. Acceptance of April 28, 2022, and May 26, 2022, Meeting Minutes**

888 The minutes are included in the agenda package and available for review on the website  
889 or in the District office during normal business hours.

890 Ms. Kassel stated I sent reviewed the May minutes and provided suggested revisions  
891 to Inframark.

892 Ms. Kramer stated I will ask that we table the May minutes because I did not receive  
893 them in a timely fashion. Since we are doing verbatim minutes, I like to listen to the  
894 recording and review the minutes at the same time. They did not come in a timely fashion,  
895 which is why Ms. Burgess will help us with a new process for the minutes. I do not want  
896 to ask any of the Supervisors to approve minutes as they have been amended without  
897 knowing the changes. I will ask we remove the May minutes from the consent agenda and  
898 table them until the next meeting.

899 **B. Acceptance of Financial Statements (June 2022)**

900 The financial statements are included in the agenda package and available for review  
901 on the website or in the District office during normal business hours.

902 **C. Approval of #266 Invoices and Check Register (Invoices available upon request)**

903 The invoices and check register are included in the agenda package and available for  
904 review on the website or in the District office during normal business hours.

905 Ms. Kassel stated for the tree trimming invoices with Bee and Bee, I want to make sure  
906 all outstanding issues have been addressed before we approve payment of that invoice.

907 Mr. Perez stated we had multiple discussions with Bee and Bee regarding some  
908 terminology in the contract. The original document they provided gave a price per tree for  
909 maintenance tree pruning. It also stated in the exhibit that is attached to the contract that  
910 the price for maintenance pruning would be valid. They charged some prices that were  
911 higher than what the maintenance pruning showed. They charged what they thought was  
912 \$10,000 worth of trimming. The work they did was professional, and the prunes were

913 made. The trees looked nice afterward, but we need to make sure this does not happen  
914 again going forward. We need to make it clear that the exhibit should probably be removed  
915 from the contract, but the work has been completed.

916 Ms. Kassel stated I want to check with the engineer regarding the invoice from Atlantic  
917 Pipe Services that the work they did in the Estates is complete.

918 Mr. Hamstra stated I will review that work under my report.

919 Ms. Kassel stated but we have to approve payment under this agenda item.

920 Mr. Hamstra asked is this the final invoice?

921 Ms. Kramer stated yes, it appears to be.

922 Ms. Montagna stated the invoice in the agenda package is what was discussed with Mr.  
923 Hamstra, and he signed off on it.

924 Mr. Hamstra stated if that is the same invoice, then it is okay to pay.

925

926 Ms. Kassel made a MOTION to approve the consent  
927 agenda, as presented, tabling the May 26, 2022, minutes.  
928 Mr. Leet seconded the motion.

929

930 Ms. Kramer stated I discussed this with Inframark but I want to make sure it is clear  
931 that we received some late charges and fees on a credit card for a late payment, including  
932 the auditor. I do not like to see us paying the auditor late.

933 Ms. Montagna stated I checked with accounting, and those will be refunded. You will  
934 see that on next month's invoices and check register. Those should not have been billed to  
935 the District. That was an Inframark issue, and the District will not pay late fees.

936 Ms. Kramer stated thank you. I just wanted to verify that. I have the same concerns as  
937 Ms. Kassel expressed concerning the tree work by Bee and Bee where 61 trees were  
938 trimmed, and we should have received at least twice that, if not more. It is water under the  
939 bridge at this point. We should have done a better job designating the trees to be pruned  
940 and what they needed to do. I think we need to find a different way to do that. I did like the  
941 first five or six houses they trimmed. When it got closer to closeout of the contract, they  
942 started cutting out more while charging more. I do not know if they are a good fit with us  
943 going forward. This is a lesson learned.

944

945 Upon VOICE VOTE, with all in favor, unanimous approval  
946 was given to the consent agenda, as presented, tabling the  
947 May 26, 2022, minutes.

948 **SIXTH ORDER OF BUSINESS** **Staff Reports**

949 **A. District Engineer's Report**

950 The engineer's report is included in the agenda package and available for review on the  
951 website or in the District office during normal business hours.

952 Mr. Hamstra stated our response pursuant to House Bill 53 was submitted on time.  
953 Osceola County acknowledged receipt and has already submitted the documents to the  
954 State. I believe we estimated \$6,500 to prepare the report, and our final fee was \$3,500, so  
955 we saved \$3,000. Regarding milling and resurfacing all the alleys in neighborhoods C-1  
956 and C-2, 22 plan holders downloaded the bid documents, of which eight or nine were  
957 general contractors, and all very well qualified and large companies. Unfortunately, no one  
958 submitted a bid. We gave them six weeks to submit a bid, given how busy everyone is. The  
959 few contractors I have spoken with said they are all understaffed and overworked. They  
960 probably chose not to bid on a project they could not perform, or maybe they could not  
961 hold their price long enough. The question for the Board is if you want to wait until the  
962 market takes a slight dip or revisit this when the time is right financially. The engineer's  
963 estimate with the bid alternates was about \$650,000. I will defer to the Board on what  
964 direction you want to take with this.

965 Ms. Kramer stated at this point, I am leaning toward waiting another couple months  
966 and going back out to bid. Does the Board have any objection?

967 Ms. Kassel stated I do not know that we have a choice.

968 Mr. Leet asked is there an alternative?

969 Ms. Kramer stated I do not think so unless we want to specifically ask some companies  
970 that we know can do this work. I do not know if anyone can do it. Everyone is busy.

971 Mr. Hamstra stated firms like Middlesex, Hubbard, and Ranger are all big firms. We  
972 followed up with Jr. Davis, who is in the area, and they said they were too busy. They tend  
973 to wind down between Thanksgiving and Christmas, so we can revisit this after the first of  
974 the year.

975 Ms. Kassel stated perhaps we can put this on the agenda for December or January to  
976 discuss again.

977 Ms. Kramer stated or perhaps earlier. How long do we need in advance if we want them  
978 to do work in December or January? How much lead time do you need?

979 Mr. Hamstra stated we will want to give them four weeks like we did last time and ask  
980 them to hold their bids. That is a sensitive issue right now because they are all so busy.



981 Holding bids for 60 to 90 days used to be the norm, but we are lucky if we can get 30 days.  
982 By the time the bids come to the Board at a meeting, you award a contract, and Mr. Eckert  
983 prepares the contract, it will be 60 days. A lot of them at this point, because they are so  
984 busy with business, are not willing to hold bids that long. If we advertise in January, we  
985 can bring bids for the Board to consider in February, and perhaps construction can start in  
986 March when it is not raining. That would be a good time, and it will also be a little cooler.

987 *This item will be on the agenda for January 2023.*

988 Mr. Hamstra stated before hurricane season started on June 1, I performed a site  
989 inspection on May 30, which was Memorial Day. The Chair provided me with a utility  
990 vehicle to get around the 25 ponds, which saved a lot of time. A couple days later, I  
991 generated what is labeled Attachment A, which includes photographs, documents, and  
992 notes of every control structure. I then forwarded the report to Mr. Morrell and Mr. Perez.  
993 The reason I came out on July 7 with Mr. Perez was to see how things were coming with  
994 Mr. Morrell. They were making good progress on the structures that probably have not  
995 been touched in years, some of which I could not find. Mr. Morrell and his staff have done  
996 a great job exposing some of these and getting them to function again. My goal is to do  
997 the same thing for the stormwater ponds located on the golf course, because they are your  
998 structures. I felt the ones in the subdivisions next to the homes were more important, which  
999 is why we did those first. Everything on the pictures and notes highlighted in yellow were  
1000 action items for Mr. Morrell, Mr. Perez, and staff to tackle heading into hurricane season.

1001 Mr. Hamstra reviewed change order #2 to provide continuing engineering services  
1002 through fiscal year 2022, in the amount of \$30,000.

1003 Mr. Hamstra stated during the past two months alone, we have performed 11 different  
1004 assignments, which list we can discuss later. We may want to discuss how we do this next  
1005 fiscal year if you retain my services where I can provide individual proposals for individual  
1006 assignments. As the Board is aware, we have done significant construction plans for  
1007 multiple projects under your continuing annual authorization, which has required us to  
1008 come back to the Board several times to ask for increased fees. We have provided  
1009 engineering services for over \$1 million in construction projects. I believe this should be  
1010 the final request to get us through the rest of July, August, and September, and we can  
1011 discuss how to proceed for fiscal year 2023 beginning October 1.

1012 Ms. Kassel stated change order #1 was \$50,000, which is a lot of money.



1013 Ms. Kramer stated we already approved that change order. This is in the amount of  
1014 \$30,000. I think we need to work with Mr. Hamstra. I do not know if we can cut costs by  
1015 having Mr. Hamstra attend via Zoom or selectively choosing alternatives. We had a lot to  
1016 address now, but as we start winding back down a little bit, perhaps Mr. Hamstra does not  
1017 need to travel to every meeting. The cost for his meeting attendance on average is about  
1018 \$555 per meeting, and reports are \$600 per meeting. We may want to look at how we can  
1019 do some cost savings. Your work is the greatest. I love it, and you are really moving us  
1020 forward. When people call me and comment on the engineering fees, I explain we deferred  
1021 all the engineering work for 20 years, and we are playing catch up. You are producing some  
1022 great base documents and presenting them to us that we need and will use in years to come.  
1023 We had one big project with a lot of design work that we decided we cannot move forward  
1024 with because it is cost prohibitive.

1025 Ms. Kassel stated we have also done a lot of work in milling and repaving.

1026 Ms. Kramer stated yes. That will pay dividends as we move forward. We have been in  
1027 such neglect for so long without engineering expertise that caused problems. If we  
1028 previously had proper engineering oversight in our stormwater system, the Estates  
1029 probably would not have ended up where it did, and things of that nature. I explain to  
1030 people this is why. As both attorneys said, our main job is maintaining and improving  
1031 infrastructure of the District. Stormwater and engineering issues are one of our main  
1032 focuses. It is to be expected in doing all this catch up that it will cost more.

1033 Mr. Hamstra stated I probably average three or four assignments a year in a district,  
1034 and we have done 21 for Harmony in 12 months. A lot has been going on.

1035 Ms. Kramer stated yes.

1036 Ms. Kassel stated I am looking at the list and wonder what is left. You have completed  
1037 House Bill 53. We are putting neighborhoods C-1 and C-2 milling and resurfacing on hold.  
1038 Stormwater management has been completed. The Estates will be relatively minimal in  
1039 terms of engineering.

1040 Ms. Kramer stated the Estates might take more.

1041 Mr. Hamstra stated the Estates has a lot of issues.

1042 Ms. Kassel stated I asked about this at the last meeting, how much work is still to be  
1043 done.

1044 Mr. Hamstra stated the maintenance is easy. It depends if you want to fix the problem.

1045 Ms. Kassel stated that is what I asked, and you said it would not require a lot of  
1046 documentation.

1047 Mr. Hamstra stated no, not on our part. It will cost the District to slip on and replace  
1048 pipes.

1049 Ms. Kassel stated we are discussing change order #2 for \$30,000, and I am looking at  
1050 other things. The garden road has been put off. The RV and boat storage has been put off.  
1051 The wetland conservation area was sent to another vendor and is in progress. We had a  
1052 reserve study done, which might not have much for Mr. Hamstra to do. I am just wondering  
1053 what the \$30,000 is for.

1054 Mr. Hamstra stated it is to finish the second site inspection for the stormwater master  
1055 plan, finish the action item list for Mr. Morrell and/or contractors, and hopefully get some  
1056 direction for the Estates on what we are going to do, which we will discuss shortly.

1057 Mr. Short asked is the issue that we are just not able to accomplish the projects that Mr.  
1058 Hamstra is helping us navigate fast enough? Are we just not getting through this list?

1059 Mr. Hamstra stated things are coming in for the garden road, which I can discuss. The  
1060 bids came in high, and the Board was not ready to undertake that cost. Discussions have  
1061 gone back and forth regarding the RV storage area whether or not the money to put into it  
1062 is worth the revenues that will be received. Those plans are essentially done. The smaller-  
1063 scale projects are listed but include the dog park, intersection improvements, foot bridges,  
1064 sidewalks, and stormwater infrastructure. A lot is going on. To answer Ms. Kassel's  
1065 question, site inspection #2 for the master system, the action item is for Inframark and more  
1066 discussion for the Estates. I think at that point, we need to decide what the Board wants to  
1067 do going into the next fiscal year on building things or not doing anything. All the plans  
1068 will be on the shelf, waiting to be bid.

1069 Ms. Kassel stated I am not an expert on this. We have been working with you for a  
1070 number of months. Your work is wonderful, but I am trying to understand how the balance  
1071 of the work is \$30,000 worth of work.

1072 Mr. Hamstra stated I am already \$10,000 into the \$30,000 with the last two invoices.  
1073 We did not meet last month, so I included the draft invoice showing what has been done  
1074 during the last two and a half months since we met. I am not planning to spend it if I do  
1075 not need to. If you so direct, we will slow it down and wait until the next fiscal year to  
1076 decide what we are going to do.

1077 Mr. Short asked is it a not-to-exceed amount?

1078 Mr. Hamstra stated that is correct; it is not a lump sum.

1079 Ms. Kassel asked where are we with the budget-to-actual dollars for engineering for  
1080 this fiscal year?

1081 Ms. Kramer stated I think we are seriously over budget because we were not planning  
1082 on doing the changes we did in the Estates and everything else. We should have suspected,  
1083 but we did not. We are seriously over budget, but one of the problems with the way we  
1084 have been doing billing is, instead of billing by projects, we have been doing it on monthly  
1085 billings. All the costs for the garden road and resurfacing alleys and some other work, even  
1086 probably stormwater in the Estates, should have been paid from reserves. It was associated  
1087 with a reserve project, so it should not have been coded to general engineering. I do not  
1088 know if we can clean that up in the financial statements.

1089 Ms. Kassel stated I wonder how much work that is left can be associated with the  
1090 reserve account.

1091 Ms. Kramer stated we can adjust that, if Mr. Hamstra can refine that list of the  
1092 breakdown for projects and provide it to Ms. Kassel. Mr. Hamstra should update that list,  
1093 and then we can look at it for the different projects.

1094 Ms. Montagna stated some things need to be reclassified, which I discussed with Ms.  
1095 Kramer. I am working with accounting now to get some things reclassified, not only for  
1096 engineering but other line items throughout the budget. Engineering as of June 30 is  
1097 \$89,211 against a budget of \$20,000. That amount was budgeted before you engaged your  
1098 new engineer; that budget was set prior to switching engineers.

1099 Ms. Kassel stated yes, we understand.

1100 Ms. Montagna stated as Ms. Kramer indicated, some things need to be reclassified. We  
1101 can reclass it to the actual line items as opposed to coding the lump sum in the engineering  
1102 line item.

1103 Ms. Kassel asked do we have any idea what percentage or how much of the \$89,000  
1104 might be reclassified? I am just trying to be able to justify another \$30,000 when the  
1105 community has had so much uproar on how much we are spending on the engineer.

1106 Mr. Leet stated in an effort to educate the public, we have undertaken millions of  
1107 dollars' worth of projects. The rule of thumb is, 10% to 12% of the costs is for engineering  
1108 fees. We are still well below that with the efficiencies going on, but we are tackling some

1109 large projects. We typically deal with fences, cracked sidewalks, and other typical  
1110 maintenance. Harmony is much like a small city with resurfacing roadways and stormwater  
1111 systems.

1112 Ms. Kramer stated in looking at the table, it is easily \$60,000 to \$70,000 that should go  
1113 to reserve project line item.

1114 Mr. Leet stated I agree.

1115 Ms. Montagna stated \$73,498.

1116 Ms. Kassel stated that means we would then be below budget at this point.

1117 Ms. Kramer stated yes, we need to get the coding straightened out. Another line item  
1118 is pool resurfacing. It looks like we spent five times our annual budget when actually pool  
1119 resurfacing is a reserve item. We need the accounting staff to get our budget in shape.

1120

1121 Ms. Kassel made a MOTION to approve change order #2  
1122 with Pegasus Engineering for continued engineering  
1123 services, in an amount not to exceed \$30,000.

1124 Mr. Short seconded the motion.

1125

1126 Upon VOICE VOTE, with all in favor, unanimous approval  
1127 was given to change order #2 with Pegasus Engineering for  
1128 continued engineering services, in an amount not to exceed  
1129 \$30,000.

1130

1131 Mr. Hamstra stated the big-ticket item is the Estates. Multiple things are going on. The  
1132 first is Regatta Homes. When I was out there a couple weeks ago with Mr. Perez, the area  
1133 was a mess with a lack of sediment and erosion control. I do not know how hard you want  
1134 me to crack down on them, if you want Mr. Morrell to do that, or if we want to call the  
1135 County in. The builders are doing sloppy work. The other builder—Millennium—I am not  
1136 sure if they might be out of business. They have not been out here in months to do any  
1137 work. I hate seeing this. We are spending a lot of money to get your infrastructure back in  
1138 shape when builders, quite honestly, do not respect the District or private property issues.  
1139 I will defer to the Board how you want to handle this.

1140 Ms. Kramer asked do we know anyone who is good at talking with the County? I know  
1141 Mr. Hamstra has already gone to the County at the staff level. Is it time for us to start  
1142 discussing this with the County manager, which is at Ms. Montagna's level? Then if we  
1143 receive no response from him to correct enforcement by the County, we can start with the  
1144 County commissioners.

1145 Ms. Montagna asked code enforcement?

1146 Ms. Kramer stated we could talk with code enforcement and see if they can do it. I am  
1147 thinking about going higher with the County manager and a political level if we are not  
1148 getting any movement on the staff level.

1149 Ms. Montagna stated yes.

1150 Mr. Hamstra stated on page 4 of my report, Mr. Morrell and his staff were able to fix  
1151 the “hole” in a resident’s front yard between 7157 and 7159 Oak Glen Trail. I believe he  
1152 was at the meeting a couple months ago. He had some cones around it. Staff did a great job  
1153 pouring concrete with the recessed cap, and that problem has been rectified.

1154 Ms. Kramer stated we have about eight or ten more of those.

1155 Mr. Hamstra stated yes, some are on private property or in open spaces.

1156 Ms. Kramer stated some are in the rights-of-way. Will Mr. Morrell be doing a review  
1157 to locate those? In the Estates is an underdrain and open pipe in the right-of-way where we  
1158 have an easement. The County had previously been good to work with us, but not for this.

1159 Mr. Hamstra stated they will do everything except the underdrains.

1160 Ms. Kramer stated that is correct; they will not do the underdrains. While the concrete  
1161 truck is still here replacing sidewalk panels, before he leaves, we need to identify all those  
1162 locations where we have that same situation and get them flagged so they can form them  
1163 up and do the same work.

1164 Mr. Hamstra stated I have a map with dots I can provide Mr. Morrell so he can go  
1165 directly to them and form the two-foot by two-foot pads.

1166 Mr. Morrell stated in the last two weeks, we discovered one of them that we did 18  
1167 months ago was two feet by two feet but is now covered.

1168 Mr. Hamstra stated yes, it is the same thing in various locations. I have a map with all  
1169 those locations.

1170 Ms. Kramer stated that is a liability issue for us, and we do not want a child to fall in  
1171 and break a leg or something.

1172 Mr. Hamstra stated the next item on page 4, Inframark staff cleaned the brush and  
1173 vegetation and trees around the 14 inlets outside the rights-of-way. The goal is to put down  
1174 some riprap around them to protect them so they do not get silted up again. I talked with  
1175 Mr. Perez if they might be comfortable doing that work, but Inframark might outsource it  
1176 to a contractor.

1177 Mr. Perez stated yes.

1178 Mr. Hamstra stated that is something to be discussed October 1.

1179 Ms. Kramer asked does that need to be done after we do all the repair work?

1180 Mr. Hamstra stated yes. We have the CCTV inspection videos from Atlantic Pipe  
1181 Services. The one resident who complained that the pipe was not inspected, we found out  
1182 why it had an issue. Whoever installed the fence, the post goes through the pipe. That pipe  
1183 will be slip lined but will need to be removed and replaced, unfortunately. I do not know if  
1184 years later you want to go back to the fence company.

1185 Ms. Kassel asked what needs to happen now?

1186 Mr. Hamstra stated we will generate for the next meeting what pipes need to be slip  
1187 lined and what pipes have to be replaced for capital projects for next year for the Estates.  
1188 They are all plastic pipes that have been compromised either during or after construction.  
1189 It will be a one- or two-page memorandum with photographs and a map showing the pipes  
1190 and lengths of pipes.

1191 Ms. Kramer stated then Mr. Hamstra can provide a scope of work.

1192 Mr. Hamstra stated yes, it will be one or two pages. We will list the street and show  
1193 bids. Companies like Atlantic Pipe Services do this kind of work, so they will be the general  
1194 contractor. They will do slip lining and things like that. The garden road is on hold until  
1195 fiscal year 2023. RV storage on hold. Regarding the wetland conservation area, Ms.  
1196 Catherine Bowman was out there this week with South Florida Water Management  
1197 District, and things are progressing as far as I am aware. Regarding the dog park, I listed  
1198 what is left to be done. To get a fountain for the dog park, these are the steps Toho Water  
1199 Authority (“Toho”) asked that we go through.

1200 Ms. Kassel stated I propose we table this until next fiscal year.

1201 Ms. Kramer stated we might want to put out a water container. It would be cheaper to  
1202 put in small shade structure over one of the benches and a rain barrel off it. Then you can  
1203 use the rainwater.

1204 Mr. Hamstra stated the cost for what they are asking us to do for a hose bib is incredible.

1205 Ms. Kassel asked is that something we can add to get a shade structure over one of the  
1206 benches, perhaps one of the benches that is out in the open by the pine trees and get a rain  
1207 barrel with a spigot at the bottom?

1208 Mr. Morrell stated I will ask Mr. Perez to assist me with your request.

1209 Ms. Kramer stated I looked at the Cherry Hill swale. The torpedo grass growing  
1210 adjacent to it is now growing into it very nicely, and it appears to be draining fine. I do not  
1211 know that sod is necessary.

1212 Mr. Hamstra stated nature has a way of working itself out.

1213 **B. District Counsel Report**

1214 The attorney's report is included in the agenda package and available for review on the  
1215 website or in the District office during normal business hours.

1216 Ms. Kramer stated the information provided in the agenda package does not do us any  
1217 good at this point because we have new counsel. We will be moving forward with those  
1218 issues.

1219 Ms. Kassel stated I would like to hear if counsel has any thoughts they would like to  
1220 share with us at this meeting based on what they have seen in our previous reports.

1221 Mr. Eckert stated after this meeting, at my cost, I will reach out to each Board member,  
1222 spend some time with you, introduce myself, and get an idea of concerns you have had  
1223 over the past year. I will do that on an individual basis. Then I can speak more coherently  
1224 on that. I did not understand the real estate items from the printout. I can share with the  
1225 Board an example of the due diligence chart we use that tracks conveyances and easements.  
1226 We are looking at a reference in real time instead of researching what happened ten years  
1227 ago. That usually never works out very well. At this point, until I have those conversations,  
1228 I do not feel I have been tasked with projects other than negotiating the final terms of the  
1229 contract. I will reach out to each of you individually, and you will not be charged for me  
1230 to get oriented as to what the issues are. That is my suggestion. If you have something for  
1231 me to look at before then, I am happy to do that, too.

1232 Ms. Kassel stated the only thing that comes to mind now is familiarizing our two new  
1233 Board members with the Sunshine Law and anything else they need to know in order to  
1234 not break the law.

1235 Mr. Eckert stated I can do that now or I can call them tomorrow. It is up to the Chair if  
1236 you want me to take time to do that now.

1237 Ms. Kramer stated I think calling them individually is better so they can ask questions.

1238 Mr. Eckert stated we will also provide a Supervisor notebook. Since I am new, I will  
1239 provide it to all the Supervisors. One thing I do not understand in terms of rules of  
1240 procedure you may have adopted in the past is the issue of roads where you received no  
1241 bids. The rules I draft for my districts say if you do not receive any bids, then that is your



1242 green light to directly contract with whomever you want. So you can just go and negotiate.  
1243 You do not have to advertise or anything like that. It is permitted in Florida if you have it  
1244 in your rules. I do not know if you have that, but it is standard in our rules. We run into this  
1245 from time to time, and boards are usually concerned, but now you have the ability to  
1246 negotiate prices, whereas you cannot do that ordinarily.

1247 Ms. Kassel stated Mr. Hamstra approached Jr. Davis, for example, and they declined  
1248 to submit a bid.

1249 Mr. Eckert stated that was regarding submitting a bid. What I have found when you are  
1250 in direct negotiations with a contractor, he will take it a little more seriously, whereas when  
1251 submitting a bid, he will devote time to prepare a proposal and will probably be one of six  
1252 proposers and may not be awarded the bid, versus wanting to work with the District on a  
1253 fair deal. Mr. Hamstra will have the pulse of current prices. I will review the rules of  
1254 procedure to see if that is an option.

1255 Mr. Hamstra asked is that independent of the price of the project, if it is above or below  
1256 a threshold?

1257 Mr. Eckert stated it does not apply under the consultants' competitive negotiations act,  
1258 but it does apply under construction projects. I had a \$10 million project that received no  
1259 bids, so we negotiated a direct contract because it was permitted under the rules.

1260 Ms. Kassel stated we may still want to wait on alley repaving because costs may come  
1261 down.

1262 Mr. Leet asked is a time limit associated with no bids received?

1263 Mr. Eckert stated I think you need to address it at your next meeting because you did  
1264 not make a decision but deferred it to a future meeting. I will review the rules and tell you  
1265 what your options are at the next meeting. I will provide my card to everyone. I will ask  
1266 everyone to email me to let me know when a good time is for me to contact you: mornings,  
1267 evenings. I would set aside an hour to talk and help me get oriented.

## 1268 **C. Field Manager Report**

### 1269 **i. Field Report**

1270 Mr. Perez stated the new pressure washer has arrived and has been going full force  
1271 pretty constantly. Aquatic weed control contract work is well underway. I attended a  
1272 meeting with them last week. When I was out with Mr. Hamstra, we saw significant blatant  
1273 killing of aquatic weeds. Mr. Morrell and his staff continue to chase cogongrass in a couple  
1274 areas. Past the big dog park in that pond are some areas across the lake bank that are really



1275 bad. We will continue chasing that, as well. Sidewalk grinding was completed, and panel  
1276 replacements have started. They should be wrapping up at the end of August. We had  
1277 concrete supply issues in trying to keep costs down, so we rescheduled that work to the end  
1278 of August. We have not had a lot of concerns. Unfortunately, we left some stakes up too  
1279 long, but they have been cleared. In the field report itself, June and July had a lot of  
1280 landscape-related items. I have discussed these with Mr. Morrell, and we will be improving  
1281 that to be more encompassing of other facilities, including pools and things field staff needs  
1282 to address. We will include that in the report so you can see it. I started sending weekly  
1283 updates again, mainly due to having new Board members. I felt it was important for you to  
1284 see a weekly update coming from field staff. We will get new email addresses set up for  
1285 our newest Board members. If you do not feel it is pertinent or if you are receiving enough  
1286 information, we can always pull back the weekly emails. The splash pad has been  
1287 problematic for us. In May, we replaced the control kit, and we have 14 of them. In early  
1288 June, we had issues again. Spies came back out and felt it was the variable frequency drive  
1289 (“VFD”) computer causing issues with the pump. The VFD controls the flow on how the  
1290 splash pads operate. The vendor, Automation Logic, came out. He looked at the VFD and  
1291 found no issues. He cycled through it and the pump kicks on, so it could be an issue with  
1292 the impellor in the pump. It looks like that pump has never been replaced; it is an original  
1293 pump from when the splash pad was built. It could be the impellor, but the problem we are  
1294 running into is everyone being so busy with other pools and fountains. Spies cannot get out  
1295 here until the end of summer. We reached out to Freeport Fountains. They were responsive,  
1296 but then just yesterday they gave us the name of a pump vendor in Palm Beach. Mr. Morrell  
1297 reached out to him, and he said he would not do anything with our VFD. Florida Water  
1298 Features has not been responsive, so we continue to try to find someone who can work on  
1299 the pool and the pump to try to repair the issue with the impellor. He also mentioned they  
1300 are concerned because the pump is so old; if they remove it, the fittings may be damaged  
1301 because the pump is almost 20 years old. Every week we are circling up with these vendors  
1302 trying to see when we can get someone out here. We are following up with them.

1303 Ms. Kramer asked right now you are looking for someone to replace the impellor and  
1304 the pump, or the pump altogether in the splash pad?

1305 Mr. Perez stated yes, they can either pull the pump apart and inspect the impellor, and  
1306 if the impellor is bad, replace just that, or we just replace the entire pump.

1307 Mr. Leet asked what is the expected service life on a pool pump like that?

1308 Ms. Kassel stated 20 years.

1309 Ms. Kramer asked is it as simple as getting someone from Pinch-a-Penny to come out  
1310 and replace the pump, or give us a cost on replacing the pump?

1311 Mr. Perez stated no, this is not a normal pool pump. It is a bigger pump. It is a metal-  
1312 cased pump versus a plastic pump. The residential pool pump you would see is different.  
1313 This one is metal encased. It is a beefy pump. We reached back out to Freeport Fountains  
1314 today after his contact would not help us. Hopefully he will contact us. I will call Jack from  
1315 Florida Water Features again tomorrow, and we will keep looking. I will talk with Mr.  
1316 Russ Simmons, field manager in Celebration. They had an issue, but it was not necessarily  
1317 with the splash pad pump.

1318 Ms. Kramer stated we need to call the City of Saint Cloud; they may know someone  
1319 who works with splash pads since they have several of them.

1320 Mr. Perez stated they use Freeport Fountains. That is who I spoke with.

1321 Ms. Kramer asked Osceola County, or the City of Saint Cloud?

1322 Mr. Perez stated he installed the splash pads at both.

1323 Mr. Perez reviewed TEM service quote #EST4615 for Buck Lake. It is higher than the  
1324 procurement threshold, and we reached out to two other DoorKing vendors. Each wanted  
1325 to charge \$185 to \$195 per hour to see what the issue is. TEM is saying it is probably a  
1326 lightning strike causing the gate not locking at Buck Lake.

1327 Ms. Kramer asked can they take out the board and test it? We ended up with this  
1328 problem, and the District footed the bill for a whole new board. We found out later that  
1329 someone tripped the ground fault circuit interrupter (“GFCI”), but yet we still had to pay  
1330 for the full board.

1331 Mr. Perez stated I will follow up with TEM and see if they will test the board prior to  
1332 replacing it.

1333 Ms. Kramer asked if the board is fried, do we want to approve this quote?

1334

1335 Ms. Kassel made a MOTION to approve service quote  
1336 #EST4615 from TEM Systems for replacement of the main  
1337 board for the DoorKing system at Buck Lake, in the amount  
1338 of \$3,642.00, if needed, as discussed.

1339 Mr. Short seconded the motion.

1340

1341 Mr. Leet stated this is the third or fourth or fifth time this happened with lightning  
1342 issues since I have lived here. I am curious on what they find and say is the actual problem  
1343 versus an underlying issue.

1344 Ms. Kramer stated I am curious, too. I read several TEM invoices on Avid, and some  
1345 of them indicated our network server provider needed to do something with their firewall  
1346 to allow access, and other things that needed to be done. Then they closed it out as not  
1347 being done because we never got back to them. TEM is getting to be very expensive for  
1348 us. I am ready to install a combination lock ask them to issue the number out to the  
1349 residents. This is getting ridiculous. Would Mr. Leet work with them, since you understand  
1350 the boards and other circuitry?

1351 Mr. Leet stated yes, I would be happy to.

1352 Ms. Kramer stated I am willing to pay \$185 for second quote, because as we saw in our  
1353 plumbing issues, we went from quotes of \$8,000 and \$4,000, and paid \$850 to fix it. Paying  
1354 \$185 to pay only \$850 was worth it and saved us money. We should follow the procurement  
1355 policy on that basis.

1356 Ms. Kassel asked do we not move forward until we get more bids?

1357 Ms. Kramer stated I do not know. At this point in time, I am concerned leaving the  
1358 dock area totally accessible and not secured at all. If it is a fried board, let us replace it.  
1359 Then we can figure out a better option.

1360

1361 Upon VOICE VOTE, with all in favor, unanimous approval  
1362 was given to service quote #EST4615 from TEM Systems  
1363 for replacement of the main board for the DoorKing system  
1364 at Buck Lake, in the amount of \$3,642.00, if needed, as  
1365 discussed.

1366

1367 Mr. Perez stated I sent an email yesterday. Mr. Morrell should have copies of a project  
1368 list we are tracking with items field staff is working on. Those items are captured in the  
1369 field report so you can physically see them instead of being on spreadsheets. Of the 78  
1370 items, 49 were field related. Of those 49 items, 46 have been completed. Staff is staying  
1371 extremely busy. Regarding the swim club repair and insurance update, they have finalized  
1372 the main repair issues on the wall. Mr. Morrell and staff inspected it today. The restrooms  
1373 are cleaned up and open for use as of today. We are waiting on the louvre outside, and Mr.  
1374 Morrell said they will be coming back in a couple weeks for that.

1375 Ms. Kramer asked is that covered by insurance?

1376 Mr. Perez stated yes, the driver's insurance company and our insurance company are  
1377 involved in that. I believe we had to pay the deductible, which our insurance company is  
1378 going to the driver's insurance company to collect, so it will be at zero cost to the District  
1379 when all is said and done.

1380 Ms. Kassel stated I have mentioned previously an item I do not see on the list, and I  
1381 would like it added. A resident mentioned it somewhere, maybe Facebook, about all the  
1382 white recycled fencing along Five Oaks Drive and U.S. Hwy 192, which I believe are  
1383 District-owned property, not on the west side of Five Oaks Drive at the townhouses but on  
1384 the east side of Five Oaks Drive and along U.S. Hwy 192. Some of those fences look  
1385 terrible. I requested once or twice that they be power washed, and I do not see this on the  
1386 list. I would like it added.

1387 Mr. Morrell stated we have the new pressure washer, and I have field staff working  
1388 first on the west side of the fence on U.S. Hwy 192.

1389 Ms. Kramer asked that are doing that work now?

1390 Mr. Morrell stated yes.

1391 Ms. Kramer stated we had to wait until we got the pressure washer. Add that to the list.

1392 Mr. Morrell stated yes.

1393 **ii. Addendum to Landscape Service Agreement**

1394 Ms. Kramer stated this addendum is for the addition of the Enclaves to our budget. It  
1395 is for two months of service: August and September. October 1, 2022, they will begin their  
1396 new contract. The addendum is for mowing the front berm. The only area the District is  
1397 accepting is the front berm area. We will not have the median strip in front of the Enclaves.  
1398 Is that still five irrigation zones, or is it something less?

1399 Mr. Perez stated it is five; I verified it today.

1400 Ms. Kassel stated the chart shows \$48 in a column that does not have a label. That  
1401 should belong in the September 2022 column.

1402 Ms. Kramer stated yes, it got bumped into the wrong column. It is for two months of  
1403 service, and we have brand new trees and shrubs. Do we need the trees and shrubs portion  
1404 of this proposal?

1405 Ms. Kassel stated for either August or September.

1406 Mr. Perez stated you should not need it, but it is not a bad idea to fertilize them. We do  
1407 not know what fertilization has been put on them. You can wait until October if you want,

1408 totally your call. They priced it based on the fee summary of the current contract when  
1409 applications were taking place.

1410 Ms. Kramer stated we entered into another addendum a couple months ago for mowing  
1411 and maintenance of U-1, U-2, and B-1 parcels that we were just informed we own, which  
1412 have not yet been mowed or maintained. Will this fit into the schedule?

1413 Mr. Betancourt stated I was told that will start in October with the new contract.

1414 Ms. Kramer asked what will start in October?

1415 Mr. Betancourt asked are you talking about the fenced area?

1416 Ms. Kramer stated yes, we entered an agreement for Servello to start that work maybe  
1417 two months ago.

1418 Mr. Perez stated yes, three months ago, the addendum was presented and approved.

1419 Ms. Montagna stated yes, that is correct.

1420 Mr. Betancourt stated my apologies, I was not told about that.

1421 Ms. Kramer stated word did not get to Mr. Betancourt that we approved and signed the  
1422 addendum.

1423 Mr. Betancourt stated that area will be mowed.

1424 Ms. Kramer stated Inframark needs to make sure we were not billed nor have paid  
1425 invoices for that time period.

1426 Mr. Betancourt stated if someone can show me the boundaries, we can start mowing.

1427 Ms. Montagna stated Servello was at the meeting when it was approved.

1428 Ms. Kramer stated I want to be sure we have not been paying the last several months  
1429 for that service.

1430 Ms. Montagna stated I will doublecheck right now to make sure.

1431 Ms. Kramer stated I tried to look, and I do not think I saw it. Doublecheck on that.  
1432 Servello will be able to perform this work?

1433 Mr. Betancourt stated yes. More than likely, it will be on Mondays when we mow the  
1434 horseshoe area. We will mow the strip, I believe, just as we did when I first came here.

1435 Ms. Kramer asked is the pricing in line with the current pricing for that amount of area?

1436 Mr. Perez stated yes, it seems to be. They did not quote a price per square foot, but it  
1437 is not much.

1438

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Ms. Kassel made a MOTION to approve the addendum to the landscape service agreement with Servello & Son for the Enclaves, for two months ending September 30, 2022, in the amount \$2,676.  
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the addendum to the landscape service agreement with Servello & Son for the Enclaves, for two months ending September 30, 2022, in the amount \$2,676.

Mr. Leet stated since we are discussing the landscaping in the Enclaves area, I know we had some property and silt fence issues behind the Enclaves. Do you have a sense of the time scale, and is it appropriate to discuss now while we are discussing landscaping for the Enclaves?

Mr. Hamstra stated Mr. Perez and I were out there July 7. A lot of construction is still going on. I will feel better once the houses are painted.

Ms. Kramer stated since Jones Homes has helped on these other issues, once construction is complete, maybe they will step up and help by installing a nice hedge along that area. If not, we have been able to propagate firebrush really well. It grows eight feet tall and eight feet wide. That might be a good plant material to put in that area if Jones Homes will not do it for us. We will address that in a couple months when they are finished.

**iii. Consideration of Basketball Resurfacing Proposals**

Ms. Kramer reviewed the proposals received: Ace Surfaces, AAA Court Surfaces, and Sport Surfaces.

Ms. Kramer stated AAA Court Surfaces has a two-year warranty, and the proposal amount is \$9,000. They will fill the cracks and level it out with a 1% slope for drainage.

Ms. Kassel stated their proposal said the court must have a minimum 1% slope in order to warranty the work. I think they are saying that is our obligation.

Ms. Kramer stated no, they will make sure it is sloped 1%. That is standard slope.

Ms. Kassel stated I have a question for Mr. Hamstra about grinding using fill or using fill for areas that have dips.

Ms. Kramer asked you mean to level it out?

Ms. Kassel stated yes, and if it is durable.

1474 Mr. Hamstra stated they usually use a granular material, like small pebbles or  
1475 something to fill those voids before they cover it up with the material, versus using pure  
1476 sand. Without them being more specific, I am not sure.

1477 Ms. Kramer stated they have a specific leveler that is used for these concrete surfaces.  
1478 They have to rough it up in order to have good adhesion. It is important that we have a  
1479 warranty. Ace Surfaces quoted \$26,500 if you upgrade to get the warranty. Sport Surfaces  
1480 quoted \$7,800 with no warranty, and they want 50% up front. They also have a disclaimer  
1481 that they are not responsible for anything.

1482 Mr. Eckert stated we have dealt with Sport Surfaces, and the 50% upfront payment  
1483 should be labeled a deposit, not a fee.

1484 Ms. Kassel stated I see only Sport Surfaces and AAA Court Surfaces. I do not see Ace  
1485 Surfaces at all.

1486 Ms. Kramer stated Ace Surfaces was a one-page email stuck in the middle of Sport  
1487 Surfaces's proposal, on page 426. They gave no guarantee, and they do not provide any  
1488 leveling.

1489 Ms. Kassel stated I thought that email had to do with Sport Surfaces.

1490 Ms. Kramer stated no, it is a separate vendor. Has Mr. Hamstra or Mr. Eckert worked  
1491 with any of these vendors? It sounds like Mr. Eckert has dealt with Sport Surfaces.

1492 Mr. Eckert stated the engineer had worked with them before, and the work was fine.  
1493 Our issue was, I have a district that started a basketball and tennis court project, and then  
1494 they changed it eliminating the need to use Sport Surfaces at all. The way the contract was  
1495 written, fortunately, we paid them a \$750 permitting fee in addition to the actual cost of  
1496 the permit. We had to pay 50% up front. When I saw that, I said we will pay a 50% deposit,  
1497 but it is not a fee. We put that in the agreement. The Board decided not to move forward  
1498 with the project, and we are in the process of getting the deposit back. We do not anticipate  
1499 any issues with them.

1500 Ms. Kramer asked you do not know what their work is like?

1501 Mr. Eckert stated the engineer had used them before and he represented to the Board  
1502 that their work was good. That is what I was told.

1503 Ms. Kramer stated my only concern with Sport Surfaces is, they have a disclaimer  
1504 because it is a preexisting court, that they are not responsible for anything and they



1505 provided no warranty whatsoever. I keep going down there, and this basketball court is  
1506 hugely popular.

1507 Ms. Kassel stated it is a danger when it is wet.

1508 Ms. Kramer stated yes, it is a danger, and it is so bright white when the sun hits it, and  
1509 it is very difficult for people to see. It definitely needs an upgrade. This will come out of  
1510 reserves, since it is a long-term item.

1511 Ms. Kassel stated Sport Surfaces is the least expensive at \$7,800.

1512 Mr. Leet stated we would have a two-year workmanship warranty with AAA Court  
1513 Surfaces, which seems to be worth a slightly higher cost.

1514 Ms. Kramer stated yes, I am leaning toward AAA Court Surfaces, from what I read and  
1515 all the work they will do as far as reworking the surface.

1516 Mr. Leet asked do we need to pick a color?

1517 Ms. Kramer stated yes, I recommend forest or dark green.

1518 Ms. Kassel stated that will absorb heat.

1519 Mr. Morrell stated I have talked with some of the guys on the basketball court.

1520 Ms. Kramer stated they are the ones who need to make a decision on the color.

1521 Mr. Morrell stated they want to move forward with dark gray.

1522 Ms. Kramer stated they are the ones playing on it.

1523

1524 Mr. Leet made a MOTION to approve the proposal from  
1525 AAA Court Surfaces for basketball court resurfacing, in the  
1526 amount of \$9,000.

1527 Ms. Kassel seconded the motion.

1528

1529 Mr. Short asked is the warranty really worth an extra \$1,200?

1530 Ms. Phillips stated it is hard to decide. AAA Court Surfaces spells out what they are  
1531 going to do before they put it down, and the other one does not.

1532 Ms. Kramer stated yes, that is what struck me. They were very detailed.

1533 Ms. Phillips stated that is what I lean toward. When someone goes through the trouble  
1534 of providing details, then it has been thought out. I do not know anything about these  
1535 companies. Maybe Ace Surfaces was more of a letter after speaking with Mr. Morrell on  
1536 the phone, or maybe they do all the same stuff. I do not know.

1537 Mr. Short stated it could be standard wording.

1538 Ms. Kramer stated yes.



1539 Ms. Kassel asked have either of our professional staff worked with AAA Court  
1540 Surfaces?

1541 Mr. Hamstra stated I think the AAA Court Surfaces warranty is worth it. We had some  
1542 tennis courts done in another community. The workmanship was horrible and we did not  
1543 have a warranty.

1544 Ms. Kramer asked do we want to decide on a color now? Or get input from the players?  
1545 Do we want to go with dark gray?

1546 Mr. Leet stated yes, with white striping.

1547

1548 Upon VOICE VOTE, with all in favor, unanimous approval  
1549 was given to the proposal from AAA Court Surfaces for  
1550 basketball court resurfacing, in the amount of \$9,000, in dark  
1551 gray with white striping.

1552

1553 Mr. Eckert stated when the Board approves something like this, typically my boards  
1554 will direct me to prepare a contract. I want to make sure that is understood; you are not just  
1555 signing a proposal but will have an agreement.

1556 Ms. Kramer stated yes, that is correct. Everything will go through the attorney.

1557 Mr. Hamstra stated this may apply to Mr. Perez or Mr. Morrell. When I drove here this  
1558 morning, I saw an eight-foot alligator crossing Five Oaks Drive going to hole #2 pond. Is  
1559 that an issue for Fish and Wildlife Commission, or Harmony?

1560 Ms. Kramer stated it is Harmony.

1561 Ms. Kassel stated unless an alligator becomes a nuisance by following or approaching  
1562 people, our policy is to leave them alone. Thank you for letting us know. I was running one  
1563 morning several years ago about 5:30 or 5:45 on the right side of the road by the bicycle  
1564 lane, and an eight-foot alligator was on the other side of the road, just sitting there.

1565

1566 **SEVENTH ORDER OF BUSINESS** **District Manager**

1567 **A. District Manager's Report**

1568 Ms. Montagna stated welcome to the new Board members. I spoke with Ms. Kramer at  
1569 length today. A lot of things have been going on, but it is a little past one year, so we wanted  
1570 to do an annual review. I cannot do it with the entire Board, so I have asked Ms. Kramer,  
1571 Inframark's Vice President Mr. Chris Tarase, Mr. Perez, and me to meet the week of  
1572 August 8. We will do an annual review going forward. We are going to provide input on  
1573 how to streamline some things. As most of you know, you went from Mr. Bob Koncar to

1574 me as manager and field within the last year. Things have been *status quo*. Now is a perfect  
1575 time with new Board members to have a review to see where we can improve, what we are  
1576 doing well, and things of that nature. Being the whole Board cannot be part of that  
1577 discussion unless we do it in a meeting, I will ask if any Board member has input—good,  
1578 bad, or otherwise—concerns, general comments, or anything, send them to me so we can  
1579 make your input and concerns part of this meeting. Once we have this meeting, a full  
1580 summary will be written and presented to the Board regarding the results of that meeting.  
1581 We want to streamline some things on the management side as well as the field side. That  
1582 is what we are looking to do, and now is a good time. We are going into the new fiscal year  
1583 in a few months, we have new Board members, and we have been at this with changes just  
1584 at a year. Ms. Kramer already mentioned Ms. Burgess and the minutes. We will see how  
1585 that works.

1586 Ms. Kramer stated we are coming up to the public hearing for the budget. Mr. Leet  
1587 should put the August 15 meeting date on the website. The question I have for the Board  
1588 is, we need the meeting on August 15 for the formal public hearing on the budget to meet  
1589 time deadlines set by Florida Statutes. Do you want a meeting just for the public hearing  
1590 on August 15 and the regular meeting at the end of August? Or do you want to make August  
1591 15 the monthly meeting and cancel the meeting the last Thursday of the month?

1592 Ms. Kassel stated it is only two-and-a-half weeks from now.

1593 Ms. Kramer stated yes, it is a short turnaround.

1594 Ms. Montagna stated to add to Ms. Kramer's comments, the meeting on August 15 is  
1595 to adopt the final budget at the budget hearing. We need to know if you want two meetings  
1596 in August. Internally, I canceled the meeting for August 25, but that does not mean  
1597 anything. It has already been advertised. Internally, I need to know if I need to put it back  
1598 on the calendar and Mr. Leet to put it on the website. What it means to the District is, an  
1599 extra meetings means a greater expense. You need to pay Board members in attendance.  
1600 Legal counsel and the engineer really do not need to be at the public hearing unless the  
1601 Board wants or needs them to attend. We can do everything with the hearing and a regular  
1602 meeting on August 15, or we can have two meetings.

1603 Mr. Leet asked can all our staff attend a Monday meeting, as opposed to the last  
1604 Thursday of the month?

1605 Ms. Montagna stated they would be available. The attorney and engineer could attend  
1606 via Zoom or in person, and we could have the regular meeting with the budget hearing, as  
1607 opposed to two separate meetings.

1608 Ms. Kassel stated I am fine with canceling the later meeting, but it is in only two-and-  
1609 a-half weeks. I do not know how much we will have to discuss.

1610 Mr. Short stated I have been to two meetings so far. Are they typically this long?

1611 Ms. Kramer stated we had an extensive discussion regarding legal counsel, or else it  
1612 would have been about 45 minutes shorter without that discussion.

1613 Mr. Leet stated in the prior year, we had a hard limit of two hours for meetings.

1614 Mr. Short stated my thought is, if we are combining two meetings, we are having a  
1615 three-hour meeting tonight and another one-hour meeting later. That is a pretty long  
1616 meeting.

1617 Mr. Leet stated they would not add up like that.

1618 Mr. Short stated okay.

1619 Ms. Montagna stated potentially you are not adding two meetings. Typically, the  
1620 budget hearing is within your regular meeting.

1621 Ms. Kramer stated normally the budget hearing would have been tonight.

1622 Ms. Montagna stated yes. What happened this time was, the deadline was missed, so  
1623 we had to move the budget hearing to be able to meet the property appraiser deadline. We  
1624 moved it from the regular meeting to another date. Essentially, you would have had one  
1625 meeting anyway.

1626 Mr. Short stated thank you.

1627 Ms. Kramer asked are Mr. Hamstra and Mr. Eckert available via Zoom on August 15?

1628 Mr. Hamstra stated by Zoom, yes.

1629 Mr. Eckert stated I will need to check.

1630 Ms. Kramer stated we need to get the date posted on the website, because originally we  
1631 posted the budget hearing would be tonight, but it has been moved to August 15.

1632 Ms. Phillips asked do very many people generally come to that hearing?

1633 Ms. Kramer stated no, typically no one attends. However, we are increasing  
1634 assessments this time.

1635 Ms. Phillips asked what good will it do people to come now? The budget has to be  
1636 adopted that night.

1637 Ms. Kramer stated yes, but we can adjust things. The whole point is to hear what they  
1638 have to say and make any adjustments that we feel are appropriate before we officially  
1639 adopt the budget.

1640 Ms. Phillips stated I remember now that we can reduce the assessments, but we cannot  
1641 increase the assessments.

1642 Ms. Kramer stated that is correct.

1643 Mr. Eckert stated on August 15, I have two different meetings, at 6:00 p.m. and 6:30  
1644 p.m., so I can have someone in my firm cover one of those. I can definitely have coverage  
1645 at the meeting, and I will try to have it be me and have someone else cover the other meeting  
1646 for me. I am really the only one familiar with Harmony.

1647 Ms. Kramer stated that is a consideration. Any further thoughts regarding having our  
1648 regular meeting on August 15?

1649 Ms. Phillips stated I would rather have it all on August 15. I will be out of town  
1650 beginning August 24.

1651 Mr. Leet stated I do not see an issue having the next meeting five or six weeks later,  
1652 especially since we just went eight or nine weeks.

1653 Ms. Kramer stated I agree; I think we can manage that length of time between meetings.

1654 Ms. Phillips asked if something comes up between the August 15 and September 29  
1655 meetings, can we have an emergency meeting? Is that something we are allowed to do?

1656 Ms. Montagna stated yes.

1657 Ms. Kramer stated we can have an emergency meeting, or we do not cancel August 25  
1658 but leave it open just in case. If we need to have a meeting to address something that has  
1659 come up during that time period, we can let everyone know we need to hold the meeting.  
1660 Does that make sense?

1661 Ms. Montagna stated yes, we can leave it on the calendar. It has been advertised, and  
1662 that is totally fine. You can tentatively decide to meet August 15 for both the budget hearing  
1663 and regular meeting, and if you need to call the meeting on August 25, we can.

1664 Mr. Leet asked on the website, we will call the August 15 our regular monthly meeting,  
1665 and provide an agenda a week in advance.

1666 Ms. Montagna stated yes, that is correct.

1667 Ms. Kramer stated we also have to make clear that the public hearing to adopt the  
1668 budget is part of the August 15 meeting.

1669 Ms. Montagna stated that is correct.

1670 Ms. Phillips stated if 2,000 people show up August 15 for the budget hearing, then we  
1671 can call the regular meeting for August 25.

1672 Ms. Kramer stated yes. Do we need a motion?

1673 Ms. Montagna stated no, as long as the Board is giving consensus that the regular  
1674 meeting and budget hearing will both be held on August 15, unless something comes up  
1675 and we need to meet on August 25.

1676 Ms. Kramer stated we will try to keep that meeting as short as possible. Because we  
1677 are proposing an increase in per-unit assessments, we are required to send mailed notice to  
1678 property owners, and I believe that will be a little pricey. I do not know what the cost is.  
1679 Even though we do not have a millage, Osceola County is now requiring all new CDDs to  
1680 sign on with the truth in millage (“TRIM”) notice process, which means we have to meet  
1681 certain deadlines. It also gives us the ability instead of a letter directly from the District  
1682 being mailed, which is a significant expense, our assessment adjustment actually shows up  
1683 on the TRIM notice the County sends out with all the other taxes and assessments from the  
1684 County, city, water management district, school board, and so on. It would save us an  
1685 enormous amount of money in that situation. We can vote to go forward with that, and  
1686 Inframark can adjust the budget timelines to match that process.

1687 Mr. Leet stated I am not hearing any downsides.

1688 Ms. Kramer stated I do not know of any, and it would save us a considerable amount  
1689 of money.

1690 Mr. Eckert stated the only thing you lose is the ability to convey a message, which you  
1691 would do through other means.

1692 Ms. Kramer stated yes. What I like about the TRIM notice, even if we are not increasing  
1693 assessments, it lets the property owners know what it is. TRIM notices list everything on  
1694 the tax bill. If we are not on the TRIM notice and owners receive their tax bills with our  
1695 assessments, they will ask why it was not included on the TRIM notice. I think it better  
1696 informs the property owners and taxpayers.

1697  
1698  
1699  
1700  
1701

<p>Mr. Leet made a MOTION to join the TRIM notice process with Osceola County. Ms. Kassel seconded the motion.</p>
--

1702 Upon VOICE VOTE, with all in favor, unanimous approval  
1703 was given to join the TRIM notice process with Osceola  
1704 County.

1705

1706 Ms. Kramer stated I will ask Ms. Montagna to direct staff to get us included in that  
1707 process.

1708 Ms. Montagna stated we will take care of it.

1709 Ms. Kramer stated the monitoring report was included in the manager's report. I do not  
1710 know how closely everyone looked, but the per-meter charge just for the meters increased  
1711 50% over the last three years, going from \$13 to \$19, but we have a lot of meters. I asked  
1712 Ms. Montagna and staff to reach out to Orlando Utilities Commission ("OUC"). They  
1713 might offer an option to do a flat billing instead of per meter, so we should see if they  
1714 would be willing to work with us on that. We were expecting an increase in maintenance  
1715 charges, but just from May to June 2022, our maintenance charges for the street lights  
1716 increased 7%. It is increasing quickly, and I do not expect it to slow down. Be aware of  
1717 that when we prepare for the public hearing. I think we will be in a crunch if we reduce too  
1718 much out of what we already have, because it is increasing quickly, and we have not started  
1719 the new fiscal year. Toho bills had some highwater usages. We have been working with  
1720 Barbara. We had a really high bill at the swim club cabana because of toilet issues. The  
1721 toilets have been adjusted. I spoke with Barbara, and she can definitely adjust one bill that  
1722 went from single and double digits to \$500+. She is putting in a request to adjust the second  
1723 one to save us some money. We also had some irrigation breaks. The one in the front was  
1724 a huge mainline break, about \$24,000. They are willing to adjust that bill if we provide  
1725 them with proof that we made the repair. Toho is being a good, cooperative partner with  
1726 us on that, even though they were not as cooperative for a fountain at the dog park. I will  
1727 ask Barbara if she might be able to help us with that, too.

1728

1729 **EIGHTH ORDER OF BUSINESS** **Old Business**

1730 **A. Buck Lake General Committee Recommendation**

1731 Ms. Kramer stated Harmony West asked us to reconsider this. We had turned them  
1732 down. For the benefit of our new Board members, Buck Lake is not owned by the State of  
1733 Florida; it is owned by and was turned over to Harmony West. We have a use agreement  
1734 with them that allows us full use as long as we are sharing the cost. Two members are on  
1735 the Buck Lake committee: one from Harmony West, and one from Harmony. If anyone  
1736 wants to replace me on that committee, I am happy to entertain that. We have worked with

1737 them so far. Unfortunately, they insist on using a lake management company with which  
1738 we have had bad history. We agreed in the past to share the cost for the actual application  
1739 and maintenance. They wanted us to share 50% in another charge, which was a not-to-  
1740 exceed amount of \$3,300 for Bio-Tech to provide support services. That means if Harmony  
1741 and Harmony West decide we need Bio-Tech to advise on something regarding the lake,  
1742 the money is for that purpose. We turned that down. They have asked us to reconsider it  
1743 with proviso language that we will agree to it, but any expenditure of money happens only  
1744 after Bio-Tech provides an estimate of the work, and both Harmony and Harmony West  
1745 agree to spend that money. In the interest of goodwill and common unity, I will ask the  
1746 Board to approve this request.

1747 Ms. Kassel asked is the \$3,300 a one-time fee?

1748 Ms. Kramer stated it is available in the next fiscal year. It will not exceed \$3,300, but  
1749 it may not be expended at all. The hope is that we have one meeting, and Bio-Tech does  
1750 not need to show up at that meeting. The agreement is if they need Bio-Tech to show up to  
1751 talk with the Buck Lake committee at their board meeting, then they will pay for it. If we  
1752 want Biotech to come to our meeting and report to us on what is happening, then the District  
1753 will pay for it. This is only used if both entities agree we need their input on a particular  
1754 issue.

1755

1756 Mr. Leet made a MOTION to approve the request from the  
1757 Buck Lake committee regarding general coordination  
1758 services provided by Bio-Tech for consulting related to care  
1759 and maintenance of Buck Lake and for advice and/or  
1760 attendance at meetings, in an amount not to exceed \$3,300,  
1761 said expenditure as agreed to by both Harmony and  
1762 Harmony West.

1763

Mr. Short seconded the motion.

1764

1765 Upon VOICE VOTE, with all in favor, unanimous approval  
1766 was given to the request from the Buck Lake committee  
1767 regarding general coordination services provided by Bio-  
1768 Tech for consulting related to care and maintenance of Buck  
1769 Lake and for advice and/or attendance at meetings, in an  
1770 amount not to exceed \$3,300, said expenditure as agreed to  
1771 by both Harmony and Harmony West.

1772

1773

## **B. Discussion of Providing Supervisors with Read-Only Access to Inframark Tracking System**

1774



1775 Ms. Kramer stated instead of receiving a quarterly report on projects, it would be in the  
1776 cloud, like Avid, where Supervisors can check on a complaint that was called in by a  
1777 resident, is being addressed, and is in the tracking system. We can see issues ongoing in  
1778 real time. We have had some instances where things dropped off because of a  
1779 misunderstanding or something and were not followed up on. Then we can keep an eye on  
1780 it and not need to contact Mr. Morrell or Mr. Perez for an update. You can look right on  
1781 the tracking system.

1782 Ms. Montagna stated Inframark does not currently have a system like that, but to make  
1783 it simple and read-only for Supervisors, we can do a google doc drive or dropbox or  
1784 something of that nature where Supervisors can log on and read as it is updated in real time.  
1785 We can do one or the other. I will get with Mr. Perez and figure out which one is the most  
1786 user friendly for everyone, and we will let you know which one.

1787 Ms. Kassel stated I vote for dropbox, because I have trouble with google docs.

1788 Ms. Montagna stated okay, we will get it set up and send something out to the Board.

1789 Ms. Kramer stated that sounds great; you have direction from the Board. We are excited  
1790 to have access to it. Also a reminder to set up training on Avid for Ms. Phillips and Mr.  
1791 Short.

1792 Ms. Montagna stated yes.

### 1793 **C. Repurposing Informational Signs**

1794 Ms. Kramer stated due to the late hour, I suggest tabling this item. The photographs  
1795 were included in this item. You can make recommendations for the next meeting of what  
1796 you would like those new signs to say in those different locations.

1797 Ms. Phillips asked what does it mean for repurposing?

1798 Ms. Kramer stated these are pictures of signs that we drive by every day. They are  
1799 starting to look old and tacky. They were installed by the developer, who is no longer here.  
1800 The signs are on District-owned property, so the idea is to take what is there now and  
1801 replace it with something. The first one as you come in the west entrance could maybe say,  
1802 “Welcome to Harmony” with some information. Some can still be directional signs to the  
1803 community school, golf course, the pools, or wherever. Use your imagination and come up  
1804 with suggestions.

1805 Ms. Phillips stated when I saw the word, “repurpose,” I thought you wanted ideas on  
1806 what to do with old signs.



1807 Ms. Kramer stated yes, new information on the old signs. It will be the same signs. One  
1808 option is a peel-and-stick sign, which is easy to change.

1809 **D. Inside Tree Trimming**

1810 Ms. Kramer stated this item was already addressed. At the next meeting, I would like  
1811 the Board to consider what we will do, if anything, with trees in the rights-of-way on Dark  
1812 Sky Drive, Beargrass Road, Middlebrook Place, and other streets that are owned by the  
1813 County, if we want to try to enter into an agreement with the County to maintain those  
1814 trees. It does not appear the County will maintain them. Some of those streets do not have  
1815 alleys, although they do have ponds in the backyards for us to maintain. It seems to be  
1816 possibly inequitable if we are not maintaining those trees, as well as all the other trees.

1817 Ms. Kassel stated yes, but the question to the attorney is, we will be incurring a cost  
1818 for something that does not belong to us.

1819 Mr. Eckert stated if it is owned by the County, we can enter into an interlocal  
1820 agreement. Governments can divvy up maintenance responsibilities for an area like that. It  
1821 is done all the time.

1822 Ms. Kramer stated it is like what we do for the median on U.S. Hwy 192 or Buck Lake.

1823

1824 **NINTH ORDER OF BUSINESS** **Supervisors' Requests**

1825 Mr. Leet stated while we are talking about looking at the signs, some of the  
1826 informational placards, like the trail entrances, are in desperate need of refurbishment.

1827 Ms. Kassel stated I can go through those kiosk signs.

1828 Ms. Kramer stated work with Ms. Kassel on getting the kiosk signs replaced.

1829 Ms. Kassel stated we will need to spend some money. We had about 24 signs made,  
1830 and Mr. Gerhard Van Der Snel was supposed to switch them out every six months. We will  
1831 probably need to reprint all of them. I will check to see if I still have access to them.

1832 Ms. Kramer stated put all that together, and it if falls under our procurement threshold,  
1833 you can proceed.

1834 Ms. Kassel stated I will ask Ms. Montagna to include it in the summary.

1835 Mr. Leet stated I received an email during this meeting. Something was supposed to be  
1836 on tonight's agenda that I will mention briefly. The parcel surrounded by Oakmark Road  
1837 and Sagebrush Street has an issue that was brought to our attention, possibly insufficient  
1838 irrigation. It is a District-owned tract that is in sad shape. The ones coming out of those  
1839 two streets were identified by a resident two months ago for us to address.

1840 Ms. Kramer stated that is in the Jones Homes area.

1841 Mr. Leet stated yes, but it is a District-owned tract.

1842 Ms. Kramer stated yes. They are making repairs to other District-owned properties  
1843 where they made mistakes.

1844 Mr. Leet stated that is true. The two that were mentioned are between houses that are  
1845 already built. Maybe they can address it.

1846 Ms. Kramer stated they offered to do another house that is already built where they  
1847 took responsibility.

1848 Ms. Montagna stated I sent this to all the Board members. I did not place it on the  
1849 agenda. It needs to be on the agenda if the Board is going to discuss it. I emailed the resident  
1850 to let him know. If it needs to be on the agenda next month, we will add it. Ms. Kramer is  
1851 correct that some things can possibly be handled another way. Some of what he mentioned  
1852 is builder grading and other issues that do not pertain to the District. If it needs to be on the  
1853 agenda, I let him know that it will be on the agenda for the next meeting. If it does not need  
1854 to be on the agenda, then we will relay the proper response to resolve whatever has to do  
1855 with the District.

1856 Mr. Leet stated I discussed this with Ms. Montagna previously, and I do not know if it  
1857 will fit into this year's budget or if we need to make room for it. We looked at storage  
1858 services for being able to store videos. Currently, the record retaining services Inframark  
1859 uses does not have the capacity for storing video files.

1860 Ms. Montagna stated we do not store video, only audio.

1861 Mr. Leet stated Ms. Montagna was going to look at what the cost of that storage would  
1862 be in meeting the retention requirements.

1863 Ms. Montagna stated I can look into different places. Inframark does not have space  
1864 available to be able to store those files because videos take an exorbitant amount of space.  
1865 We already store the audio. It would be a third-party source, and I am happy to provide  
1866 proposals for the next meeting.

1867 Ms. Kassel stated I apologize to residents; I was not able to take notes for this meeting.

1868

1869 **TENTH ORDER OF BUSINESS** **Adjournment**

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On MOTION by Ms. Kassel, seconded by Mr. Leet, with all 1871 in favor, the meeting was adjourned at 9:15 p.m.
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1875 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_   
Chair/Vice Chair

**CARBON**

# **Subsection 3Aii**

**Regular Meeting Minutes  
August 15, 2022**

1 **MINUTES OF MEETING**  
2 **HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
3

4 The regular meeting of the Board of Supervisors of the Harmony Community Development  
5 District was held Monday, August 15, 2022, at 6:00 p.m. at the Jones Model Home, 3285  
6 Songbird Circle, Saint Cloud, FL 34773.

7  
8 Present and constituting a quorum were:

9 Teresa Kramer	Chair
10 Daniel Leet	Vice Chair
11 Kerul Kassel	Assistant Secretary
12 Joellyn Phillips	Supervisor
13 Dane Short	Supervisor

14  
15 Also present, either in person or via Zoom Video Communications, were:

16 Angel Montagna	Manager: Inframark, Management Services
17 Michael Eckert	Attorney: Kutak Rock
18 David Hamstra ( <i>by phone</i> )	Engineer: Pegasus Engineering
19 Pete Betancourt	Servello & Sons
20 Brenda Burgess	Inframark, Management Services
21 Sean Israel	Inframark, Management Services
22 Vincent Morrell	Field Manager
23 Brett Perez	Inframark, Field Services
24 Residents and Members of the Public	

25  
26 *This is not a certified or verbatim transcript but rather represents the context of the*  
27 *meeting. The full meeting recording is available in audio format upon request. Contact the*  
28 *District Office for any related costs for an audio copy.*  
29

30 **FIRST ORDER OF BUSINESS** **Call to Order and Roll Call**

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

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

33  
34 **SECOND ORDER OF BUSINESS** **Audience Comments**

35 Ms. Kramer asked the audience to turn cell phones off, and to complete a speaking  
36 request form for those wishing to speak. This section of audience comments is  
37 distinguished from the budget hearing. For anyone wanting to ask questions or make  
38 comments about the budget, it would be best to speak during the budget hearing. This  
39 period is for anyone who has comments or requests of the Board. Comments are limited to  
40 three minutes for each speaker to address the Board. It is not a back-and-forth discussion,  
41 but it is a time to make your voice heard.

42 Mr. Michael Van Houten stated I wanted to let the Board know that by the golf club  
43 maintenance facility, the roadway continues to flood during heavy rains. It flooded this

44 past weekend, and it has flooded numerous weekends. I am not sure if anything can be  
45 done with the storm drains to address that area. You have maybe four inches of water in  
46 that area, and it slowly drains off.

47 Ms. Kassel asked is that the garden road or on Five Oaks Drive?

48 Mr. Van Houten stated it is the golf maintenance area on Five Oaks Drive.

49 Ms. Kassel asked is the flooding on Five Oaks Drive?

50 Mr. Van Houten stated yes, it is flooding on Five Oaks Drive.

51 Ms. Kassel stated that is an Osceola County (“County”) road, so it is probably County  
52 drainage, as well. You can call the County road and bridge department.

53 A Resident asked even though it blows onto the sidewalk, that is the District’s?

54 Ms. Kassel stated the problem is in the drainage system that the County provides.

55 Mr. Perez stated Mr. Morrell can call the County road and bridge department.

56 Mr. Joseph Janeczek stated regarding the garden road to get to the garden and  
57 recreational vehicle (“RV”) parking, I do not know where that stands anymore. One  
58 meeting, it is canceled, and the next meeting, it is on. The last meeting I attended, they  
59 were supposed to grade the road, but nothing has happened. It floods.

60 Ms. Kassel stated we received a bid for redoing the garden road, but it was too  
61 expensive for what they were requiring, so we put it off indefinitely. However, that road  
62 will be regraded once they are done with the neighborhood to the right of the road. The  
63 people who are constructing infrastructure in the neighborhood promised to regrade the  
64 road when they are done. I do not think it pays to do it before then because it will get worse  
65 before it gets better.

66 Mr. Janeczek asked is there any action to fence the RV storage area?

67 Ms. Kramer stated we cannot have the RV storage area without doing a formal  
68 improvement of the road. In fact, the County wanted us to pave it. The gas transmission  
69 line folks said we cannot ever pave it, so we are at a stand-off. That is the very expensive  
70 road we were going to put in. Since we cannot afford it and technically we cannot move  
71 forward with the RV storage lot, we are going to need to think about the fate of that RV  
72 storage lot. All total, it was close to \$500,000 to do the improvements to make that happen.

73

74 **THIRD ORDER OF BUSINESS** **New Business Matters**

75 **A. Consideration of Resolution 2022-13, Registered Agent**

76 Ms. Kramer read Resolution 2022-13 into the record by title.

77 Ms. Kramer stated this normally happens whenever the legal counsel changes, and the  
78 Board made that change at the last meeting. Mr. Eckert with Kutak Rock is our attorney  
79 and should be designated as our registered agent, which change is made by Resolution.

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Ms. Kassel made a MOTION to approve Resolution 2022-13 designating Mr. Eckert as the District's registered agent and the offices of Kutak Rock as the registered office.  
Mr. Short seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-13 designating Mr. Eckert as the District's registered agent and the offices of Kutak Rock as the registered office.

91 **B. Consideration of Resolution 2022-10, Amending the Budget Hearing Date**

92 Ms. Kramer read Resolution 2022-10 into the record by title.

93 Ms. Kramer stated Resolution 2022-10 amends the date of the public hearing to today.  
94 We had an extensive discussion about the budget at our last meeting, but we did not amend  
95 the date, so we are ratifying staff's actions in amending the date.

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Ms. Kassel made a MOTION to approve Resolution 2022-10 amending the public hearing date for adoption of the fiscal year 2023 budget from July 28, 2022, to August 15, 2022.  
Mr. Short seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-10 amending the public hearing date for adoption of the fiscal year 2023 budget from July 28, 2022, to August 15, 2022.

107

108 **C. Public Hearing for Adoption of the Fiscal Year 2023 Budget**

109 **i. Fiscal Year 2023 Budget**

110 Ms. Kramer stated we have reviewed the budget extensively. It has been a difficult  
111 year. We have considerable costs, and we are moving forward to adopt the budget.

112 Ms. Kramer opened the public hearing for adoption of the fiscal year 2023 budget.

113 **ii. Public Comments**

114 Mr. Janeczek stated I am curious, and I know costs have increased. Two years ago, the  
115 Board at the time talked about the surplus and building a community center. Where did all  
116 that money go? You talk about paying down debt and other items, and now you are talking  
117 about a 28% assessment increase, which I presume is a one-time assessment increase. At

# CARBON

118 least that is what it is looking like. I do not know if it is a 28% increase. If so, I will say  
119 that is ridiculous. I am curious why the golf course and other places do not have  
120 assessments. Town Center pays a very low assessment, in my opinion, based on everyone  
121 else's footage. If it truly is a one-time assessment and not an annual increase, could it be  
122 spread out over a couple years as the need for money comes, when we know we need the  
123 money, rather than putting \$2 million in the bank that will not earn interest right now? You  
124 proposed a 28% increase. If we are all sharing the costs, should it not be a flat fee per  
125 household?

126 Ms. Kassel stated you asked a lot of questions, and I will be happy to answer them if  
127 you want to take my card and get in contact with me. I know it is preferable to answer them  
128 now, but we will be here all night if we answer every single question. We have a lot of  
129 answers that I am happy to provide to you and anyone else.

130 Ms. Kramer stated each of us has an email address. We would be more than happy to  
131 talk with residents. I had a town hall meeting at the Lakes to discuss a lot of these issues.  
132 We had a nice time and answered a lot of questions. If you want to reach out and find out  
133 about what is going on, we are more than happy to answer your questions.

134 A Resident asked can you answer one question if this is a one-time increase, or if it  
135 will always be increased?

136 Ms. Kramer stated this will be an annual assessment unless the Board votes later to  
137 reduce it. I reviewed most of the sections throughout Harmony, and the dollar amount  
138 varies. The 28.1% increase is only for the operation and maintenance ("O&M")  
139 assessment, not the entire assessment.

140 Ms. Kassel stated unless you paid down the bond debt. Your non-ad valorem  
141 assessment is made up of the O&M assessments (the everyday operating costs for the  
142 District) and the bond debt, which is what everyone pays back related to the cost of  
143 installing the infrastructure for the community. If you have not paid off your bond debt but  
144 are still paying it annually through the assessments, it is increasing only 12.2%. If you paid  
145 off your bond debt, like I have, my increase is 28.1%.

146 A Resident asked is the bond debt 20 years?

147 Mr. Leet stated I believe it matures in nine years for west of the town square, and 13  
148 years for east of the town square.

# CARBON

149 Ms. Kramer stated to answer the previous question, yes, it is a permanent increase for  
150 most people. On average, it is approximately \$27 per month. Most of you are paying this  
151 with your escrow through your mortgage. Some people will pay less if you are in a less-  
152 impactful unit; if you live in a larger unit or have more acreage, it will be higher. It is based  
153 on a historical and established assessment methodology for each product type.

154 Ms. Kassel stated the assessment methodology is not something the Board has much  
155 influence over.

156 Mr. Fred Meek stated I am speaking to the District's Supervisors to address the  
157 proposed 28.1% increase in assessments. I strongly oppose the increase. I am pretty sure I  
158 am not the only one in the community who feels this way. As of yesterday, my Facebook  
159 straw poll that I sent out with 267 votes, 74% say they understand an increase is needed  
160 but not at the proposed 28.1%. Let us be smart in how we spend our money and tighten our  
161 wallet. Doggie pot bags should not cost 50% more. If they do, then people need to get their  
162 own. It is a convenience, not a necessity to the community. I say we put a moratorium on  
163 doggie pot bags. Save your shopping bags, go to Dollar Tree and get 100 bags for \$1.25.  
164 Engineering has a proposed 25% increase in the hourly rate. I wish I received a 25%  
165 increase in my hourly rate. If you pay someone well to find problems, then they will find  
166 problems. Ask me how I know. Twenty-five percent is a little excessive. Let us prioritize  
167 and take care of the urgent items. Not everything is urgent. Patch potholes and maybe  
168 consider sealing the asphalt instead of replacing it. Defer some maintenance until costs of  
169 goods stabilize. Now is not the time to take care of high-ticket items. Regarding a 400%  
170 increase for management of invasive aquatic weeds in Buck Lake and ponds, maybe three  
171 or four people really care about the invasive pine and fern you have to go way back in the  
172 forest to find. Regarding fire ladders, we have a fire station across the street and home  
173 owners insurance. Do the minimum to keep us in compliance with South Florida Water  
174 Management District ("SFWMD"). What happens to all these increased fees once they are  
175 collected? Will they all be earmarked and appropriated to the proposed line items? Will  
176 they be placed in a big pot to spend, spend, spend? A lot of single-stream-income families  
177 live in our community. A lot of families are really struggling. In line 1127 from the May  
178 26 minutes, someone stated that. People should not have to do extra to make sure they take  
179 care of their priorities. Now is not the time to increase assessments just because of the  
180 current economic status of inflation. A lot of people have to figure out how to do more with



# CARBON

181 the same amount of money, or less. A lot of residents are angry, stressed, and concerned  
182 due to this proposed increase. I am one of many. I am hoping you Supervisors make some  
183 wise decisions in light of what 74% of the community would like. I am hoping you show  
184 a little more fiscal responsibility. It is my money, so spend it wisely.

185 Ms. Kassel offered a copy of the budget to answer some of the questions raised.

186 Mr. Meek stated I have reviewed the budget, and I know how to reach out to the Board.

187 Mr. Richard Slaughter stated I moved here in 2019. Grass around the ponds used to be  
188 mowed down to the water's edge. Now it is six or seven feet of grass. We need to have  
189 signage by the golf course and by houses because alligators are getting too big, and they  
190 are laying in the grass. We are waiting for an accident to happen with that.

191 Ms. Kramer stated our landscape company was supposed to be cutting within four feet  
192 of the pond's edge. To prevent erosion, we do not want to go all the way to the pond's  
193 edge. We had amended that, and in our latest landscape proposal, they will mow within  
194 two feet of the pond's edge. Twice a year, they will mow all the way to the edge. That will  
195 be an improvement going forward. One of the biggest issues is, particularly on your pond  
196 and some of the ponds in the Lakes, the developer did not put in any littoral zone vegetation  
197 whatsoever. Some of the increase will go to put in proper littoral zone vegetation, which  
198 will make those ponds look more like natural ponds.

199 Mr. Slaughter stated they are full of weeds.

200 Ms. Kramer stated yes, I know.

201 Mr. Slaughter stated you said they are supposed to mow to within four feet of the edge.

202 Ms. Kramer stated they will mow within two feet.

203 Mr. Slaughter asked when are they going to start?

204 Ms. Kramer stated October 1.

205 Mr. Slaughter stated children play in that area.

206 Ms. Kramer stated that is a steep bank.

207 Mr. Slaughter asked can we still get signs? In 2019, the alligators were small. These  
208 alligators are six or seven feet, and they lay in the grass all day. Kids are out there walking  
209 around all the time. We are just waiting for something to happen.

210 Ms. Kramer stated we can look into that. We have signs in other ponds.

211 Ms. Kassel asked what kind of signs?

212 Mr. Slaughter stated regarding alligators.

# CARBON

213 Ms. Kramer stated the small “caution” signs. Field services will put together some of  
214 those signs.

215 Mr. Slaughter stated one of the previous speakers had most of the same questions I did,  
216 so I want to echo what he said.

217 Mr. Brendan McGovern stated I want to address the 28% assessment increase and give  
218 my thoughts. People often come and complain, and no one will mention 28% is a little  
219 exorbitant, which is really is. You can do this in other ways over another period of time.  
220 Mr. Steve Berube at one time proposed a special assessment regarding some things that  
221 need to be paid off within this community. I agree that we need an increase because we  
222 need to maintain our environment. During this time between inflation and uncertainty over  
223 what will happen in the housing market and people’s jobs, I believe you are asking too  
224 much from the people of this community, all of us. Some of us can afford it without a  
225 problem, and some of us cannot. Some people are living paycheck to paycheck. That  
226 amount of money, while it is \$35 per month for me and \$27 per month for others, is  
227 breaking their backs. You are proposing a 400% increase for invasive weeds. That is an  
228 assessment you are adding to our annual amount. Instead of doing a flat increase over that  
229 time, why not do a special assessment that has a beginning and an end so people will know  
230 this is not going to continue forward but is limited to a certain amount of time? Then you  
231 can reassess it and see if we have combatted the aquatic weeds and do not need to address  
232 it every year with this amount of money, but it can decrease. Then you can levy a new  
233 special assessment for a different amount, less than what it was originally intended for. It  
234 is the same with this 28.1% increase. It includes things such as new legal counsel and a  
235 25% increase for the engineer. These are things that, while they might have been needed,  
236 you need to look at the environment in which we are living now. I am not one to spend  
237 frivolously, which it seems to a lot of people is what you are doing. Regardless of what  
238 you paint for us on what this picture looks like, what we see is different. What we feel is  
239 different from you. We ask that you look at it from our point of view, of how it will impact  
240 us financially, day to day, living our lives, not just how it will impact where we live with  
241 weeds, with Inframark and Servello & Sons (“Servello”) and how they handle our  
242 environment, but how it impacts what we do. Changing it from one lump necessary  
243 assessment to perhaps a temporary or possibly a special assessment gives you a three-year  
244 window or however you set the terms. Tell us that you have budget constraints and have to

# CARBON

245 meet this budget, and define the window you need to do it in, and you will look at it again  
246 after that time period. Those are the ideas I came up with in looking at our current budget  
247 and our current situation, as well as talking with some people who live in this community.  
248 Do not think we can afford anything you push out there because not many people can right  
249 now.

250 Mr. Leet stated I saw we had some connection issues with Zoom. We are also recording  
251 the entire meeting locally. If I see Zoom has disconnected, I am trying to reconnect as  
252 quickly as possible. A couple people on the Zoom call had raised their hand. You need to  
253 have emailed a speaking request to Ms. Montagna, and I am not sure if we received any of  
254 those. If you are participating via Zoom, make sure you email in a speaking request form.

255 Ms. Amber White stated I have lived in this community for four years, and I am fairly  
256 happy living here. My children like it, it is close to the school, and we are very involved in  
257 the high school. My questions are about the due diligence process in coming up with these  
258 increases. Did you go out for proposals? Did you look at three or four different groups? I  
259 pulled up the doggie bags because it is the one line item generating a lot of feedback. I do  
260 not see a 50% increase. When I shop for doggie bags online, I do not see that increase.  
261 Then that makes me wonder if we went out for bids or polled three or four different  
262 companies that might offer these items. Did we go with the lowest price, or did we go with  
263 the same company we have always used so we are just going to continue to use them? It is  
264 just a thought. My second comment is about alleys. Infrastructure in our County is a  
265 problem. Everyone talks about it. We do not have enough roads. We do not have enough  
266 of this. We do not have enough of that. The last thing the City of Saint Cloud (“City”) or  
267 the County is going to do is rip up pavement and repave it. They will try to reseal and  
268 restripe it to get more life out of it. Even though it may have met its useful life because it  
269 is 20 years old, I can tell you about parking lots in the City and County that are over 20  
270 years old that they just reseal and restripe to keep them going because of the cost. Have we  
271 considered that?

272 Ms. Kassel stated alleys belong to the District, not the County.

273 Ms. White stated my point is, I am using the City and the County as an example.

274 Ms. Kramer stated the County is repaving roads; in fact, they are repaving Harmony  
275 section by section now. They did the section from U.S. Hwy 192 to the Schoolhouse Road  
276 roundabout last year. They did the section between the two roundabouts on Five Oaks

277 Drive. They are coming in and repaving. They recognize the way Harmony was built was  
278 not on the most stable soil structure. Roads have cracking and potholes. A neighbor stopped  
279 me yesterday regarding a pothole on the alley. He stepped in it, and it went halfway up his  
280 shin. This is a serious issue we have to address. If we do not repave them now and correct  
281 that cracking, we will have damage to the base under the road. Then we will have to rip it  
282 all out and start again, which will be extremely expensive. We defer some maintenance.  
283 We are piecing together the pool furniture with extra parts. We are trying to be as cost  
284 effective as we can. We have a procurement procedure that we put in place last year.  
285 Depending on the cost of the item, we have to obtain two or three quotes that have to be  
286 presented to the Board. It is a requirement that we do our comparison shopping and provide  
287 that information and make it available to the public for you to see what we are doing to be  
288 responsible with your money.

289 Ms. White stated regarding the parking lot, I understand we might have some alleys  
290 that might be in disarray or eroding more than others, but it appears to the consumer—to  
291 the person living in the community—it is a blanket, and we are just going to do them all.

292 Ms. Kramer stated no, we are not.

293 Ms. White stated my first question is if we are going to assess them all. My second  
294 point is, we, as a community, voted you in. We should not have to come to you and ask  
295 you to be transparent and show us your bids. You should want to do that. I do not have  
296 Facebook, so I look at my husband's account because I do not want to see all the negativity.  
297 I did not want to come here today and be negative, but it would seem to me that you would  
298 want to put the information out there, that you would want to be transparent.

299 Ms. Kassel stated it is out there.

300 Ms. White stated I could not see it.

301 Ms. Kassel stated it is in our meeting agenda, which is online.

302 Ms. White stated I could not see it when I looked.

303 Ms. Kramer stated I will be happy to show you after the meeting how to navigate the  
304 website. We are more transparent now than the Board ever has been. Instead of a short  
305 agenda package, we require that every item includes backup and information with the  
306 quotes we receive. You can see them in the agenda package. We have verbatim minutes  
307 you can read if you are interested in a specific item. You can do a word search for it and  
308 immediately find the topic you are interested in and read all the discussion the Board had

309 so that you can be fully aware of the discussion and what went into the decision to do a  
310 certain thing. We provide participation through Zoom for these meetings so you can stay  
311 in your own home and watch the meetings. As far as transparency, we have gone above  
312 and beyond, more than is required by any State law or local ordinance.

313 Ms. White asked if we want to make a public records request, we can do that here right  
314 now and we would email that to you?

315 Ms. Montagna stated you would send an email, and the address is on the website, which  
316 is [publicrecords@inframark.com](mailto:publicrecords@inframark.com), or you can send the email to me listing out whatever you  
317 want. We will provide whatever documents you request.

318 Ms. White stated I am listening to what you are saying, and I do not typically come to  
319 these meetings. But I am looking around the room at all the people who are here, and I will  
320 go out on a limb and say the bulk of these people are here because they do not support the  
321 proposed assessment. If it is that transparent, then they would have already been very clear  
322 why the assessments are being increased, and they would be okay with it. They would not  
323 be wanting to stand up here and talk about it.

324 Ms. Kramer stated out of 1,100 homes, we have received five requests to speak.

325 Ms. White asked how is it that your bylaws will allow a renter to be on the Board, when  
326 they have no skin in the game? It is just a question. I am not asking you to respond.

327 Ms. Kramer stated I will answer. It is in the Florida Statutes. The requirement is that  
328 you reside in the District. You do not have to be a property owner in the District.

329 Ms. White stated it does not seem to me, as a home owner, that they have any skin in  
330 the game. They can make decisions about our community, and when their lease is up, they  
331 can bolt out of here and move down the road.

332 Ms. Kramer stated similarly you can always sell your home.

333 Ms. Montagna stated we are getting off topic. We need to move through the agenda.

334 Ms. Kramer stated we are receiving comments on the budget.

335 Ms. White stated I oppose the budget, and I oppose the increase.

336 Ms. Lauren Millan stated I was participating via Zoom, but it was hard to here, so I am  
337 here in person. I am brand new to the community. I purchased a home here because I loved  
338 it. The comment Ms. Kramer just made, with all due respect, was hurtful. You just told her  
339 that if she does not like it, then she could always sell her house.

# CARBON

340 Ms. Kramer stated let me clarify. I did not say that. She was disrespectful to a Board  
341 member who happens to be a renter. What I said was, just as a Board member who is a  
342 renter can leave at the end of their lease, any one of us at any time can choose to pick up  
343 and move. I was not asking her to move.

344 Ms. Millan stated moving here, falling in love with Harmony, and coming from  
345 Orlando, I was not expecting a 28% increase on a brand new home. We just closed three  
346 weeks ago. Taking that into consideration, we are still under construction. The District has  
347 not gone into our neighborhood and put doggie bags, for example. I walk my dog, and I  
348 have to pick up trash because we have no trash service. In the back of our neighborhood,  
349 the weeds are completely messing our home. You are demanding things, but where are you  
350 giving?

351 Ms. Kramer stated I presume you are in the Enclave, which has not been turned over  
352 to the District yet. You are still under developer control, so the District has no control over  
353 anything in your neighborhood now. We are working to get it turned over, and we are  
354 working with the developer to ensure the proper corrections are made prior to it being  
355 turned over to the District.

356 Ms. Kassel stated so we do not have to spend more money to correct what they did not  
357 do right.

358 Ms. Millan stated I agree with that. However, we are getting an increase without it  
359 having been turned over.

360 Ms. Kramer stated your property has been paying assessments the entire time, and you  
361 are able to use the docks, pools, boats, and everything that is available to you.

362 Ms. Millan stated we can use half of the facilities. That is why I am here. You say it  
363 has not been turned over so you cannot do anything yet. Most people are listening from  
364 home but could not come to this meeting. I offered to come and I will let them know what  
365 is happening. An increase of 28% is huge. Some residents have lived here for years.  
366 Imagine a new home owner who moved from Orlando for a reason to now have a \$400 or  
367 \$500 increase.

368 Ms. Kramer stated I do not have the exact values, but it is \$400 or \$500 per year.

369 Ms. Millan stated but it is still a budget item. As has been commented whether it is \$30  
370 or \$25, it impacts our budget.

# CARBON

371 Mr. Leet stated thank you for coming here and speaking. One thing the District has  
372 been doing, even ahead of the property to be turned over, the property that runs behind the  
373 Enclavs is a District-owned tract that will connect to the wilderness trail that has been here  
374 from the beginning. It used to run through your neighborhood. We are waiting for it to be  
375 turned over. We are waiting for some landscaping and runoff issues to be fixed. For me  
376 personally, that has been a project since before I was elected, and it has the Board's  
377 attention. I feel sympathy for you. When I was building, I was in neighborhood F. After  
378 we moved in, because some properties had been replatted by the developer, I also had an  
379 increase shortly after moving in. I feel your pain. As was mentioned earlier, the assessments  
380 are determined by the property's size across the entire community, which methodology  
381 goes back many years.

382 Ms. Millan stated the Zoom call was cut off during the conversation regarding driving  
383 down by the flooding. What was the outcome for that?

384 Ms. Kassel stated the flooding is occurring on a County road, so our field services will  
385 contact the County to ask them to address the issue.

386 Ms. Millan stated I have a daughter, so I pick her up, and I see kids out. This past  
387 weekend when it rained, a little girl got soaked by a car. She was on her bicycle, and all  
388 she did was stand there. We have to put our kids as a priority.

389 Ms. Debra Baer stated I do not like being lumped into the category of people who are  
390 here for a certain reason. I do not want the budget to increase, but that is life. Costs increase.  
391 I compare it to your house. You have a house payment and a house you take care of. In  
392 20+ years, you need to improve the air conditioner, refrigerator, roof, and so forth. This is  
393 a fact of life. I started coming to these meetings maybe a year ago. I have learned so much  
394 information. I have learned the process you go through to come up with this budget. This  
395 community has yelled and screamed about what they want, but you chose one of the least  
396 expensive landscaping companies because you wanted to keep the budget down. People  
397 should take the time to look at the minutes and come to the meetings. I think I have  
398 contacted each of the Board members when I had questions. Ms. Phillips and Mr. Short are  
399 new, so I will reach out to them. I have challenged you. I may not agree with everything in  
400 this budget, but that is life. We are not all going to agree on everything. I commend each  
401 of you for taking the challenge to run for a seat. People commented on Facebook they are  
402 going to take your seat. When two positions became available, nobody wanted them.



403 Thanks to Ms. Phillips and Mr. Short. If you want a beautiful community, you have to pay  
404 for the infrastructure. You have to keep the infrastructure up and running. The O&M  
405 assessments fund the operating and maintenance budget, which keep the infrastructure  
406 running. It is that simple. Go to the website. The information is available, and it explains  
407 everything. We are all intelligent people. For someone to stand here and say they do not  
408 know what is going in and that you are not transparent, I will ask if you are blind or have  
409 you not listened? The information is available. It ticks me off that some people say they  
410 are here to take you down. I am not here for that. I am here to learn, continue to support  
411 you where I can, disagree at times, but respect you at the same time. We have all been  
412 renters at one point in our lives, so we need to stop bashing renters.

413 Mr. Richard Conway stated I addressed the Board three or four months ago. I want to  
414 make the point that South Lakes and East Lakes were advertised in a magazine as where  
415 to retire, where we could save money. We could live in retirement and not pay  
416 Massachusetts sales or income taxes, and we could live in Harmony. Since I purchase my  
417 house, home owner association (“HOA”) fees for my home have essentially doubled, from  
418 \$250 to \$475 every quarter. My HOA fees for the Lakes of Harmony clubhouse have gone  
419 from \$222 to \$247 per quarter. It may not seem like much, but it has doubled in four years.  
420 I am a retiree who has no income other than social security and savings. As a child, we  
421 used to play pig pile where everyone jumped on you and yelled “pig pile.” Right now, I  
422 feel like you are playing pig pile, and it is starting to hurt.

423 Hearing no further public comments, Ms. Kramer closed the public hearing.

424 **iii. Consideration of Resolution 2022-11, Adopting the Budget**

425 Ms. Kramer read Resolution 2022-11 into the record by title.

426

427

428

429

Ms. Kassel made a MOTION to approve Resolution 2022-  
11, adopting the budget for fiscal year 2023, as presented.  
Mr. Leet seconded the motion.

430

431 Ms. Phillips stated I am intrigued by the comments regarding doggie pot bags. Do we  
432 have more dog parks now? Will we need more bags?

433 Ms. Kassel stated we have more residents and more neighborhoods.

434 Ms. Phillips asked did the price of the bags themselves increase 50%?

435 Ms. Kramer stated no, not totally. I did extensive research on this.

436 Ms. Montagna stated we have a cost analysis on doggie pot bags.



# CARBON

437 Ms. Kramer stated during the pandemic, a lot of residents got dogs. Over the past seven  
438 years when we had no increases, we brought on many new neighborhoods. The Enclave  
439 will be getting theirs soon, but we now have 83 doggie stations, which is a lot of stations.  
440 We refill them every Tuesday and Saturday. It is not just the cost of bags but also the cost  
441 of maintenance. We are using a lot more bags and the cost has gone up, so it is both. We  
442 are always struggling to keep this cost down. We investigated and found a provider on  
443 Amazon that has them a little cheaper. We are hoping they will maintain their supply, but  
444 we cannot guarantee it. The problem is, we need to include it in our budget now. We cannot  
445 run short, or we will end up with problems legally if we cannot pay for the services. I do  
446 not think anyone—dog owner or not—wants us to get rid of the doggie pot stations. If we  
447 do, those of you who do not own dogs will have so much dog waste in your yard. Unless  
448 an overwhelming number of people want us to get rid of that service, we will continue it.

449 Mr. Short asked when was the last time we increased assessments?

450 Ms. Kassel stated over ten years ago.

451 Mr. Short stated I just did a little math. In the last 12 years, inflation has increased a  
452 cumulative of 35%, so increasing assessments by 28.1% feels like are in alignment or  
453 perhaps behind.

454 Mr. Leet stated this is a sizable increase to hit all at once. If we had been raising it 1.5%  
455 per year, it is an increase. I am not saying to increase it for the sake of increasing it, but  
456 had we been doing that, it would have kept up with inflation, and we would not be in this  
457 situation where we now have drainage issues, weeds, and other issues and have a shortfall  
458 where we need to increase by this amount. It could have been a more gradual transition.

459 Ms. Kramer stated the other thing we also have is aging infrastructure.

460 Ms. Kassel stated which has not been addressed.

461 Ms. Kramer stated that is correct. We have deferred maintenance, and we are paying  
462 for it now. The repairs are becoming more costly in order to keep up with the standard that  
463 Harmony residents expect.

464 Mr. Short stated this would have been a lot less painful if it had been incrementally  
465 increased. It feels like a gut punch right now because it is all at once.

466 Ms. Kassel stated a previous Board wanted to keep things status quo to keep everyone  
467 happy. I have been pushing for a reserve study for years so that we can have a clear picture  
468 of how much we need to set aside to refurbish our infrastructure. Our engineer at the time

469 provided us with a summary, but it was not complete. He explained that we should hire  
470 someone, which we just did. The draft reserve study that first came to us showed certain  
471 prices, and we have gone back to them to say the reserve study needs to reflect prices now.  
472 So those have increased substantially from the first draft to the current draft. Plus, prices  
473 have been rising very significantly for things like repaving alleys and redoing pools. All  
474 these costs have been increasing, and we cannot hold those costs down because we are  
475 depending on them to provide services to us. They have also seen cost increases.

476 Mr. Leet stated we approved a reserve study to be done in the past year or so. It is not  
477 like we are changing the assessments without a plan. We have a very detailed plan over the  
478 course of the next 15 to 30 years. Granted, we still have the option, the alleys for example,  
479 at the recommendation from our civil engineer. We have drainage issues, and the proper,  
480 best fix is to regrade when we repave them. We have not done that, and we reserve the  
481 ability to consider it. We are kicking the can down the road, and it could be a snowball  
482 effect with this reserve study. If we plan on this work to be done in a certain timeframe but  
483 we push it down the road, we will have the same problem in four or five or eight years.

484 Ms. Kassel stated because it will have degraded further and will be more expensive.  
485 Costs can also increase.

486 Mr. Leet stated all these things will get harder and more of a safety issue and more  
487 expensive to fix the longer we put them off.

488 Ms. Kramer stated these are difficult decisions, and none of us wants to increase  
489 assessments. I am on a fixed income, and not a very big one. People know that I am a  
490 lawyer, but I have been a public service lawyer all my life, which means I made next to  
491 nothing. I have social security and a tiny bit of savings. It is hurting all of us. We do not  
492 want to increase assessments, but we recognize what is going to happen if we do not. None  
493 of you will be happy with that.

494  
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498

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-11, adopting the budget for fiscal year 2023, as presented.

#### 499 **D. Public Hearing for Levying Assessments**

##### 500 **i. Public Comments**

501 Ms. Kramer opened the public hearing for consideration of imposing and levying the  
502 assessments.

503 Ms. Kramer stated many residents already spoke on the assessments, but if anyone has  
504 input regarding a particular item, the assessment itself, or any concerns about the way it is  
505 being levied, you may make your comments.

506 Ms. Nancy Snyder stated I have been listening to people's comments. I have attended  
507 most of the meetings, and I also used to be a Board member many years ago. What I am  
508 hearing is, the O&M part of our budget is like an HOA. I have owned several rental  
509 properties outside of Harmony and several in Harmony, also. I remember maybe only one  
510 or two years when the HOA dues were not raised. When we are talking \$30 to \$50 per  
511 month, HOA dues were raised much more than that. We can compare dues from the HOA  
512 and other communities to the District's assessments. Plus, the District's assessment is tax  
513 deductible. Those are some of the things I thought of to maybe make it easier. You are  
514 correct that it has not been raised in many years. I have lived here 17 years, and we have  
515 not had many increases. Thanks to the Board members for all your work.

516 Ms. Millan stated I work for talent acquisition for a big corporation, and I have an  
517 overall statement. I understand a 28% increase is needed, but that is not how much the  
518 average American is getting. If you look around, people are leaving their jobs, and I see it  
519 every day. People are not making as much. You increasing it now by this much will hurt  
520 those people who are not working and those who are barely receiving 3% raises each year.  
521 I am not saying not to increase the assessments, but I am asking if it is smart to increase  
522 them 28% at once.

523 Hearing no further comments, Ms. Kramer closed the public hearing regarding levying  
524 the assessments.

525 **ii. Consideration of Resolution 2022-12, Levying the Assessments**

526 Ms. Kramer read Resolution 2022-12 into the record by title.

527 Ms. Kassel stated for the benefit of the audience, these resolutions are included in the  
528 agenda packages on the District's website, HarmonyCDD.org.

529

530 Ms. Kassel made a MOTION to approve Resolution 2022-  
531 12 imposing and levying assessments for fiscal year 2023.  
532 Mr. Leet seconded the motion.

533

534 Upon VOICE VOTE, with all in favor, unanimous approval  
535 was given to Resolution 2022-12 imposing and levying  
536 assessments for fiscal year 2023.

537

538 **E. Acceptance of Fiscal Year 2023 Meeting Schedule**

539 Ms. Kramer stated the schedule included in the agenda package has us meeting on the  
540 fourth Thursday of each month with the exception of November and December due to the  
541 holidays, so those will be the third Thursday. In the past, the Board has met on the last  
542 Thursday of every month except in November and December.

543 Ms. Kassel stated we want to change the schedule for meetings to be the last Thursday  
544 of each month, except for November and December.

545 Ms. Montagna stated that affects three meetings: March, June, and August. We will  
546 change those meetings to the last Thursday, as opposed to what it states for the fourth  
547 Thursday.

548 Ms. Kramer stated this is when we have met for a long time. We can discuss if anyone  
549 wants to meet on a different schedule.

550 Mr. Leet stated those dates are good for me. Is the situation with Jones Homes okay for  
551 us to continue meeting in this model home location?

552 Ms. Montagna stated I have not been told anything differently.

553

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Ms. Kassel made a MOTION to approve the meeting schedule for fiscal year 2023, amending the dates for March, June, and August to be the last Thursday of the month.  
Mr. Leet seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to the meeting schedule for fiscal year 2023, amending the dates for March, June, and August to be the last Thursday of the month.

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## **F. South Lake Items**

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Ms. Kramer stated these are items with some landscaping issues.

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Mr. Van Houten stated I am a board member for the South Lake community, as is Barbara. I first want to thank Ms. Kramer for speaking with the Lakes community. It was appreciated to address the budget and our questions. As you may be aware, South Lake has reached our numbers and is getting ready to turn over the HOA from the developer to the home owners. As part of that, Barbara and I have walked through the communities. In that process, we identified key areas that are District properties we would like to have addressed. The first is to the right of 7450 Oakmark. The sprinkler system has not been on for a while, and the grass had died. Some has grown back due to the rain we have gotten, but it still has patches.

# CARBON

575 Ms. Kassel asked is it being irrigated now?

576 Mr. Van Houten stated I have not seen the sprinklers on in a while. I know they were  
577 looking at the valves, but I have not seen it.

578 Ms. Kramer stated this is the subject of a proposal from Servello, and I have some  
579 questions when we discuss that proposal. I agree. I looked at it the other day. It is quite  
580 green now, but it is all weeds. The property owners on either side are maintaining their St.  
581 Augustine well, but it is a serious weed patch. We have been under contract with Servello  
582 from the time this was damaged, so we need to discuss whose responsibility it is.

583 Mr. Van Houten stated between 3391 and 3393 Sagebrush Street, when Lennar finished  
584 its last home, this was one of the properties that was left barren. Then they quickly put  
585 down grass, but they never graded it properly. The lawn curves, so when it rains, water  
586 flows toward the homes instead of being graded inward and water flowing toward the street  
587 or retention pond in the back. The property needs to be looked at and graded. Otherwise,  
588 home owners on both sides will have water intrusion, especially during a hurricane.

589 A Resident stated that area is also full of weeds and construction debris.

590 Mr. Van Houten stated you can see areas where it has died out.

591 Ms. Kassel stated people were discussing before about accepting the Enclave, but we  
592 do not want to accept the Enclave until issues like this are addressed.

593 Ms. Kramer stated I know people are upset with the engineer, but since this involves  
594 drainage, this is where we utilize the services of our engineer. We can move dirt around  
595 with our tractor, but that might make it worse. We really need to take a close look at it to  
596 make sure it is done properly.

597 Mr. Van Houten stated my wife and I had the same problem in the house we moved  
598 into. When we brought it up to Lennar, they literally came in and had to scrape all the soil  
599 away, regrade it down, and replant grass. It was a time-consuming process. I just want  
600 people to be aware.

601 Ms. Kramer stated you may need to bring Lennar back in and see if they will do  
602 anything.

603 Mr. Van Houten stated this was a Lennar issue, so it is under Lennar, not Jones Homes.

604 Mr. Short asked do we know if that area is irrigated?

605 Mr. Van Houten stated I am not sure. It is District property, but I have not walked by  
606 there at night.

# CARBON

607 A Resident stated I have seen sprinklers on, but I have never seen them on at the  
608 Oakmark address.

609 Mr. Perez stated Mr. Betancourt thinks they are.

610 Ms. Kramer stated I am pretty sure they are. We have done some investigation, and we  
611 are investing further in all these areas. Sprinklers are at the back edges, some of which  
612 irrigate bahia, which should not be irrigated unless it is under drought conditions, but the  
613 St. Augustine stub-outs between the houses should be irrigated. We need to look at the  
614 irrigation system to see what is going on and what should be adjusted. Irrigating bahia right  
615 now creates a field of weeds.

616 Mr. Van Houten stated the last item is on Atwood Drive between South Lake and East  
617 Lake. The South Lake homes back up to the three retention ponds. I know Jones Homes  
618 has gone in and put down some dirt or tried to address the drainage issues, but every single  
619 time it rains heavily, like it has been, everyone's backyard gets significant ponding. We  
620 have pictures that Barbara took this morning where you can see the water that remains from  
621 this past weekend. I know it will cost money, but water is coming up to the back of people's  
622 homes. We are looking to the engineer to see if those ponds can be regraded or if Jones  
623 Homes can regrade them.

624 Mr. Perez stated regarding the Jones Homes lots, including Songbird, I have reached  
625 out to them. When they grade out their lots, they grade out to District property. Then they  
626 finish the lot, install a fence, and put in a barrier. They do not sod behind it. They originally  
627 said they were going to seed it, and I requested they not because that is not very good for  
628 the sod. Bahia has a low germination rate. They are coming back to a lot of areas. Behind  
629 Songbird, they are going to install sod. Regarding the area with ponding on Atwood and  
630 Songbird, that was just shared with them yesterday, and they sent it to their construction  
631 supervisor, the vice president of construction, to get that area corrected. I have not received  
632 a response, but I will stay diligent on them. The proposal in the agenda package addresses  
633 the area between the homes with the grading issue. At first, I was told it had no irrigation,  
634 so two proposals are included: one for bahia and one for St. Augustine. It is up to the Board,  
635 and you can go with bahia if you want, but it would make sense to go with St. Augustine  
636 for the side yards. The last proposal we will discuss with Servello. Those are the three I am  
637 aware of. Moving forward for any work with Jones Homes in the Enclave, we will hold  
638 them accountable to make sure they correct any deficiencies to District property.

639 Mr. Van Houten stated I have one last item that was not included on the email. The  
640 area between 3326 and 3330 Sagebrush Street is a large area of District property, and a  
641 sprinkler is broken and has now created a hole. It is on the street side between the street  
642 and the sidewalk. You cannot miss the hole.

643 Ms. Kramer stated in the future, you do not have to wait for a meeting. You can email  
644 the District at [cddmaintenance@inframark.com](mailto:cddmaintenance@inframark.com). Mr. Morrell can address your issues.

645 A Resident stated Mr. Morrell said it was not District property.

646 Mr. Van Houten stated we went back and forth on that sprinkler.

647 Mr. Morrell stated I reviewed the area this week, and it is not the District's property.

648 Mr. Van Houten stated it is not HOA property. It is in the segment between the homes,  
649 which is District property.

650 Mr. Morrell stated I will meet you onsite and show you.

651 Mr. Van Houten stated if it is not on District property, then we will address it from an  
652 HOA standpoint. Up until now, I have been under the impression that segment is all District  
653 property.

654 Mr. Morrell stated I will show you tomorrow.

655 A Resident stated that sprinkler came on when the District's sprinklers were irrigating.  
656 It does not come on with the home owner's irrigation system.

657 Ms. Kramer stated staff will work with Mr. Van Houten and get it straightened out.

658

659 **FOURTH ORDER OF BUSINESS** **Contractors' Reports**

660 **A. Servello & Sons**

661 Mr. Betancourt stated all breaks are fixed. The only thing is, water is not on Cat Brier  
662 Trail yet. All the mainline breaks and lateral line breaks, approved in previous proposals,  
663 were fixed today.

664 Ms. Kramer stated the proposals were on the Board's agenda, but our contract says that  
665 anything in the amount of \$2,500 or less can be approved by the District Manager. That  
666 way we do not have to wait for a Board meeting for certain repairs, like these breaks that  
667 will run up our water bills. These are not-to-exceed proposals. Now that repairs have been  
668 made, Servello will provide actual costs, and the management team will scrutinize the bills.

669 Mr. Betancourt stated we also took pictures of the repairs.

670 Ms. Kramer stated for the awareness of the audience, the irrigation system is 20 years  
671 old. We are having a number of breaks, which cause some serious problems getting areas  
672 irrigated and also loss of water, which runs up the water bills. We are trying to stay on top



673 of these and get them fixed. Toho Water Authority (“Toho”) has been wonderful working  
674 with us, and, in fact, is giving us new metrics to see and identify water breaks much earlier  
675 than waiting to receive utility bills. We are excited about that. When the new system comes  
676 online, it will give us almost a real time look at our water usage.

677 Ms. Kassel asked have we received an answer from Toho on that one very high bill?

678 Ms. Montagna stated they are working on that one with Mr. Perez. We are providing  
679 all the information to them.

680 Ms. Kramer stated Toho indicated they would forgive that, provided we show them we  
681 fixed it. I have received several other bills like that, also.

682 Ms. Kassel stated it was a \$20,000 bill.

683 Mr. Betancourt asked was that for the mainline break on the other property?

684 Ms. Kramer stated yes.

685 Mr. Betancourt stated when I was at the square, one of the Toho employees asked me  
686 who the manager was. I replied that I am. He took me over there to show me. By then,  
687 outside the fence, the whole ditch area was flooded. I do not know how long it was running.

688 Ms. Kramer stated we will be staying on top of that because the water bills are a big  
689 part of our budget.

690 Mr. Betancourt stated on the new parcel the District just accepted is U-2.

691 Ms. Kramer stated yes, let me apologize and announce to the Board that it was not  
692 Servello who delayed in mowing. The agreement ended up in my box, and I neglected to  
693 sign it and get it back to them. Mowing of that area is not the full area. I will need to show  
694 Mr. Betancourt the area. Plus, it is the area along the front fence and around in that east  
695 entrance. We now own all that area on either side of the east entrance, and we need to get  
696 it mowed and cleaned up.

697 Mr. Betancourt stated I would like to meet you onsite. I am visual.

698 Ms. Kramer stated I am, too. We will meet regarding that area, so let me know your  
699 availability.

700 Mr. Betancourt stated I received an email from Mr. Morrell with a very vague  
701 description: broken sprinkler on Five Oaks Drive by Town Square, but I do not know where  
702 that is. A puddle always appears going to the swim club in front of the restaurant. That  
703 irrigation is not ours. Whatever sprinkler is broken belongs to the tavern. I think that is  
704 where it is coming from.



705 Ms. Kramer stated I will ask Mr. Morrell to meet Mr. Betancourt onsite to address that  
706 vague description. The problem when we get comments from residents, sometimes they  
707 are not very descriptive. Those comments help us and are wonderful because they are  
708 providing us with input. Without that input, we could have breaks that go unnoticed for a  
709 long time. Mr. Betancourt and Mr. Morrell can meet and perhaps reach out to the resident  
710 who reported it.

711 **i. Proposals**

712 Ms. Kassel stated for the benefit of the residents, we were just discussing irrigation and  
713 water use and how it has increased so much. Not only is water use increasing because we  
714 have a lot of new neighborhoods, but also costs for maintaining the irrigation have  
715 increased. When the developer installed the irrigation systems along the roadways, he  
716 planted oak trees not far from the irrigation lines. Those oak trees are 20+ years old, and  
717 the roots are growing into the lines and causing major breaks. The piping does not have a  
718 very long longevity, so all of this is now an issue. Wiring is also involved, so all the pipes  
719 are being broken by tree roots and need to be replaced, which are very expensive repairs.  
720 We are having to repair more and more of them, and all the streets have trees down them.  
721 The new neighborhoods, even though they are not being affected now, in 10 or 15 years  
722 will have the same kind of problem.

723 **a. #6683 to Replace Sod with St. Augustine at 3329 Sagebrush Street**

724 **b. #6684 to Replace Sod with Bahia at 3329 Sagebrush Street**

725 Ms. Kramer stated proposals #6683 and #6684 are for the same location, which is the  
726 location we just discussed that does not have the drainage issue. I was confused about these.  
727 I measured the area for St. Augustine. The bahia looks okay between the two houses. The  
728 area was 36 feet by 15 feet, which is 540 square feet for St. Augustine, but the proposal  
729 has 1,200 square feet.

730 Mr. Betancourt stated we do not purchase half pallets or quarter pallets; we have to buy  
731 the whole pallet.

732 Ms. Kassel asked is the whole pallet 1,200 square feet? I thought it was 450 square feet.

733 Mr. Betancourt stated a pallet is 400 square feet, and it will take three pallets.

734 Mr. Leet asked could you get two pallets?

735 Mr. Betancourt stated yes. I believe I measured the whole area for bahia and one for St.  
736 Augustine.

737 Ms. Kramer stated as previously mentioned, this area has more of a recent issue of the  
738 irrigation not being on. One of the reasons we switched irrigation over to Servello is so  
739 they would be responsible. I know this is something you probably have to review with Mr.  
740 Scott Feliciano. If you have not been able to keep the irrigation on, and the sod died, would  
741 you not be responsible to replace the sod?

742 Mr. Betancourt stated if we know about a problem with the clock or a certain valve and  
743 the sod dies, yes. It is warrantied.

744 Ms. Kramer stated you are supposed to be monitoring those on a regular basis. You  
745 should have known about the problem. I would like to kick this back to the District  
746 management staff to work out with Servello. I know this is a level above Mr. Betancourt.

747 Ms. Montagna asked you want us to address both proposals #6683 and #6684?

748 Ms. Kramer stated yes.

749 Mr. Betancourt stated one is for bahia, and one is St. Augustine.

750 Ms. Kramer stated the properties on either side have St. Augustine, and we need to  
751 make sure the irrigation system is fixed and running properly before we do anything.

752 Mr. Betancourt stated it is running now.

753 Ms. Kramer stated I recommend St. Augustine. If you put in bahia, it will go into the  
754 adjacent yards.

755 Mr. Betancourt stated it was probably bahia at one time when they first built the house.  
756 The easement was probably bahia.

757 Ms. Kramer stated no, when I was looking at it, I think they put St. Augustine in all  
758 those if you look closely at it. They put St. Augustine between the houses up to the back  
759 property line, and then they started the bahia from there.

760 Mr. Betancourt stated that was before my time.

761 Ms. Kramer asked have you been here five years?

762 Mr. Betancourt stated three years.

763 Ms. Kramer stated sprigs of St. Augustine are running through there. I will ask the  
764 District Manager to resolve this.

765 Ms. Montagna stated yes, I will get right on it.

766 **c. #6833 to Replace Sod with St. Augustine at Nine Locations on**  
767 **Schoolhouse Road**

768 Ms. Kramer stated this is for the rights-of-way on Schoolhouse Road. These are the  
769 areas that we are turning back to the residents. This proposal is for nine residences,

770 proposing to sod in front of each residence. When I went out to take a look, I did not see  
771 significant damage. It was not like the whole areas have gone bad. The question is if this  
772 is really needed. The cost is \$1,000 per house to install St. Augustine in front of all the  
773 houses. In front of each house, I would say over 50% of the sod is still good. The damaged  
774 sod or bare areas are where the residents walk to their cars parked on the roadway. I do not  
775 support this proposal. Hopefully residents will take better care once it is their responsibility.

776 Ms. Kassel asked will their responsibility start as of October 1, 2022?

777 Ms. Kramer stated yes.

778 Ms. Kassel stated we need to let them know that.

779 Ms. Kramer stated yes.

780 Ms. Phillips asked should the fuel surcharge be taken off?

781 Ms. Kramer stated yes.

782 Ms. Kassel stated we are not moving forward with that.

783 Ms. Kramer stated we have discussed it with Servello, and they have removed it. The  
784 other ones came below \$2,500, and they were able to remove the surcharge.

785 Ms. Montagna stated I did not quite hear. You are not tabling this but taking it  
786 completely off.

787 Ms. Kramer stated yes.

788 Ms. Kassel stated at least for the time being, unless something drastically changes.

789 **d. #7037 for Irrigation Main Line Break on Buttonbush Loop**

790 **e. #7038 for Irrigation Main Line Break at 3356 Cat Brier Trail**

791 **f. #7040 for Irrigation Lateral Line Break at 3374 Cat Brier Trail**

792 Ms. Kramer stated proposals #7037, #7038, and #7040 do not need to be considered at  
793 today's meeting. They have all been handled between the management company and  
794 Servello. We will get with Mr. Betancourt to show him where the easements are.

795 Mr. Betancourt stated I need the visual to see where the lines are. If I use the property  
796 appraisal, it does not really give me what I need. The other mainline break we addressed  
797 on parcel U-2 was also running for a while.

798 Ms. Kramer stated if you will give me the meter number, I will get with Toho and see  
799 if they can adjust the bill.

800 Mr. Betancourt stated it is where the clocks are.

801 Ms. Kramer stated you will need to send it to me.

802 Mr. Betancourt stated I will.

803

804 **FIFTH ORDER OF BUSINESS** **Consent Agenda**

805 **A. Acceptance of May 26, 2022, Workshop and Meeting Minutes**

806 The minutes are included in the agenda package and available for review on the website  
807 or in the District office during normal business hours.

808 Ms. Kramer stated we provided amendments to the workshop minutes.

809 Ms. Kassel stated I have one correction to the meeting minutes where it was labeled as  
810 the Juniper representative voting on a Board decision. I presumed it was Ms. Kramer, and  
811 I asked Ms. Montagna to have that corrected.

812 **B. Acceptance of Financial Statements (July 2022)**

813 The financial statements are included in the agenda package and available for review  
814 on the website or in the District office during normal business hours.

815 **C. Approval of #267 Invoices and Check Register (Invoices available upon request)**

816 The invoices and check register are included in the agenda package and available for  
817 review on the website or in the District office during normal business hours.

818

819

Ms. Kassel made a MOTION to approve the consent  
agenda, regular meeting minutes as amended.  
Mr. Leet seconded the motion.

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Ms. Philips stated I was not here for this meeting, so I take it that I should not vote.

824

825

Mr. Eckert stated you are certainly allowed to vote, and generally, we encourage Board  
members to vote. Some attorneys say you can abstain, but I do not agree with that opinion.  
You have different rules than I have with my districts, so I will defer to those who have  
been here a while on how to address that issue.

826

827

828

Mr. Leet stated you are still able to review the minutes, and if you see any glaring  
errors, you can mention them.

829

830

Ms. Phillips stated I did read them.

831

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Upon VOICE VOTE, with all in favor, unanimous approval  
was given to the consent agenda, regular meeting minutes as  
amended.

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**SIXTH ORDER OF BUSINESS** **Staff Reports**

837 **A. District Engineer's Report**

838 The engineer's report is included in the agenda package and available for review on the  
839 website or in the District office during normal business hours.

840

Ms. Kramer asked when can we expect the summary report on the Estates to give us an  
idea what work needs to be done to correct the issues?

841

842 Mr. Hamstra stated we are trying to solicit realistic bids for the repairs to present to the  
843 Board at the September meeting.

844 Ms. Kramer stated even if you do not have all the numbers, I will ask Mr. Hamstra to  
845 give us a summary of everything that needs to be done.

846 Mr. Hamstra stated yes, you will have a map showing all the areas to be repaired or  
847 replaced, with our estimate and hopefully complementary, realistic numbers.

848 Ms. Kramer stated wonderful, thank you.

## 849 **B. District Counsel Report**

850 Ms. Kramer stated since Mr. Eckert is new to the Board, we did not have a written  
851 report in the agenda package. In the future, you should include a report in the agenda  
852 package with any items to address. Mr. Eckert provided us with a new supervisors package  
853 to inform the new supervisors of a number of different things.

854 Mr. Eckert stated I have a couple items to discuss with the Board. I stated at the last  
855 meeting that I would have a conversation with each Board member at no charge, to  
856 introduce myself as well as get up to speed on issues individual Board members have  
857 concerns about. I have spoken with three Board members, and I will speak with the other  
858 two hopefully within the next week. That is underway. I also reached out to your former  
859 legal counsel and requested any public records. That is what your duty is as an attorney. It  
860 is your attorney's file; however, when you represent a public body, it is your duty to turn  
861 over all public records, electronic and paper. I have made that request. I also suggested a  
862 conference call with him, for me to get up to speed on any pending issues so we do not  
863 miss anything. I am waiting to hear back from him, but that was just sent today. I prepared  
864 the AAA Court Surfaces contract for the basketball court resurfacing. I provided it to the  
865 District Manager, who is working to get it executed. We are also in the process of preparing  
866 the landscaping maintenance contract and working with the Chair in terms of some  
867 language changes we will look at that have worked for us in a couple other communities  
868 in terms of dealing with missed time, when they have missed mows or other missed  
869 services, and how the District gets either a credit financially or through additional services.  
870 We will be pretty proactive on that and will include it in the contract. I anticipate you will  
871 see that at the next meeting. Our fee agreement is on the agenda, but I do want to discuss  
872 with the Board perhaps some cost savings or allocation of your resources that I think might  
873 be the best for the District. We hit the ground running, and I feel good about it. Do you

# CARBON

874 want to incur the expense of me preparing a written report for each agenda package? I am  
875 happy to do that.

876 Ms. Kramer stated yes, if extensive items need an explanation, but not if it is just  
877 regular, mundane activities.

878 Mr. Eckert stated what I just described verbally is not what you want.

879 Ms. Kramer stated no, we do not need that in a report.

880 Mr. Eckert stated for action items, I will include a memorandum explaining what we  
881 are doing and why, and what the recommended action of the Board is.

882 Ms. Kramer stated yes, that is correct, unless another Board member has something  
883 they would like to see in a written report.

884 Ms. Kassel stated I have nothing at this time. I presume the invoices will show what  
885 Mr. Eckert is working on, which will give us, and any resident who wants to review the  
886 invoices, a good idea of what you have been working on and spending time on. When we  
887 receive it, we can request it be added to the next agenda if we want.

888 Ms. Montagna stated Kutak Rock's invoices are lined out as to exactly where their time  
889 is spent.

890 Mr. Eckert stated we will discuss this further when we get to the alternative fee  
891 agreements in terms of the level of communication I want to have with the Board and the  
892 check-ins so we can make sure it is a fair relationship for everyone. If we have a flat fee, I  
893 will show you exactly who worked on a matter, how much time it took, and what it would  
894 have been if we billed it hourly. That will be detailed out and provided to the Board so you  
895 can see if you are getting value or not, and so I can also see. That is how it has to be in  
896 order for it to work. To me, a flat fee is simple and convenient, but it is not intended to be  
897 a windfall for either party.

898 Ms. Kassel stated we agree with that.

899 Mr. Eckert stated a bill passed through the legislature dealing with noticing of public  
900 meetings. I do not know if you have discussed this at meetings previously.

901 Ms. Montagna stated no.

902 Mr. Eckert stated the legislature, the local governments, and the newspapers have  
903 always had a fight in terms of advertising. The newspapers want to keep everything  
904 published in print advertisement, local governments want to go online, and the legislature  
905 is in between. Each year, incrementally we are able to get the legislature to do a little more.

906 Last session, they passed a bill that said if a county or a city creates a website, then other  
907 local governments within that jurisdiction can post their meeting advertisements on that  
908 website if it is cheaper than using the newspaper. You have to run an advertisement in the  
909 newspaper saying you are going to be posting electronically, but that is one advertisement.  
910 We will monitor that. We have a lot of communities and CDDs in the County. Hopefully  
911 the County will get on top of that. Once they implement that, presuming they do, that  
912 should save your advertising costs significantly.

913 Ms. Kramer stated that is wonderful news. Legal advertising is a significant expense.

914 Mr. Eckert stated it goes into effect January 1, 2023, but it only matters if they have a  
915 website.

916 Mr. Leet stated nothing against the Osceola News Gazette, where we advertise, but the  
917 County's website will be more accessible.

## 918 **C. Field Manager Report**

### 919 **i. Field Report**

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

922 Mr. Perez stated regarding the color scheme for resurfacing the basketball court, other  
923 color options are available. We talked with some of the basketball players, and they  
924 mentioned blue and green. This is what was shared with AAA Court Surfaces, along with  
925 the contract for execution. I have not received that back yet. As soon as I do, we will get it  
926 fully executed.

927 Ms. Kramer asked do any of the Supervisors have any changes or objections? We  
928 reached out to the basketball community in Harmony, and they prefer a dark green or a  
929 dark blue. When this was put before them, they liked this rendering.

930 Mr. Leet stated I agree; it looks like a nice balance.

931 Ms. Kassel stated yes, it is dark, which is what they were looking for.

932 Ms. Kramer stated the reflective white is horrible to try to play basketball on.

933 Mr. Perez stated it will still have white striping to identify the boundaries. Once the  
934 contract is signed, I will let them know the Board approved the colors, and we can move  
935 forward. We gave them until December 15 once the contract is executed, so four months I  
936 think is reasonable. I have never resurfaced a basketball court, but I presume that is plenty  
937 of time. If they come back with any changed language, I will make sure it is communicated  
938 accordingly. Related to the field report, Mr. Morrell did a nice job on the report, including



939 a plethora of field-related items and Servello-related items. Unfortunately, we received Mr.  
940 Brad Vinson's resignation, so we no longer have a certified pest operator ("CPO") for pond  
941 spraying or mitigation spraying. He has since moved on to the landscaping world. We are  
942 actively looking for a replacement. We are working closely with Mr. Bill Bokunic for the  
943 Harmony Life magazine. I just sent him a revised job description for the two position we  
944 are looking to fill. They should be posted on the community forum. He mentioned the  
945 magazine comes off the press mid- to late-September, which will include those ads. He did  
946 not mention a charge.

947 Ms. Kramer stated I understand he is not going to charge us.

948 Ms. Montagna stated which is very nice.

949 Mr. Perez stated we are grateful for that. We are continuing to look. The good news is,  
950 we are in the middle of the aquatic weed control work going on, and they are doing a  
951 phenomenal job. So we have enough time to find someone or options to bring to the Board.

952 Ms. Kramer stated the bigger concern on that is, having Aquatic Weed Management  
953 doing the work right now is great because this would be a real problem if they were not.  
954 But we still have a cogongrass issue. We are having more and more patches of it showing  
955 up in our landscaping and open field areas that we mow. As soon as it becomes noticeable,  
956 we need to get it treated. We will need a quick backup unless Aquatic Weed Management  
957 will do something in the interim. We do need that coverage if it is going to be any period  
958 of time because that gets out of control.

959 Mr. Perez stated yes. Unfortunately, no one on staff right now has that license. We will  
960 need to discuss that and figure something out. We will figure it out. I have held the license  
961 in the past, but unfortunately I do not have one anymore because I was on the golf course  
962 side of things. If I have to retake the test, that is fine. The good thing is, it is nothing special,  
963 just saying you are applying chemicals to cogongrass. No one on staff can do that yet. We  
964 can also talk with Servello about spraying Roundup in those areas if we mark them all.

965 Ms. Kramer stated we just need to stay on top of it. On the field report, issue #9 stated  
966 the pergola needs to be painted, but that structure has severe rot.

967 Mr. Perez stated yes.

968 Ms. Kramer stated that definitely needs to be fixed. This item is on page 209 of the  
969 agenda package.

970 Mr. Perez stated Mr. Morrell is working with Mr. Chris Woods to get that corrected.



# CARBON

971 Ms. Kramer stated that is a critical health and safety issue if it gets any worse. They  
972 fixed the utility gate in the dog park.

973 Ms. Kassel stated the gate at the small dog park off Bracken Fern Drive and Primrose  
974 Willow Drive needs to be looked at.

975 Mr. Morrell stated I will look at it tomorrow.

976 Ms. Kassel stated the solar lights are not working, either.

977 Mr. Morrell stated they were working last week, but I will check them.

978 Ms. Kassel stated the ones in the front are fine.

979 Ms. Kramer stated regarding issue #38, I noticed from our billings that the irrigation  
980 has been down since July 16.

981 Mr. Morrell stated yes.

982 Ms. Kramer stated that is great for our water bill but lousy for our grass.

983 Mr. Perez stated I spoke with Mr. Betancourt about that. He informed me tonight that  
984 the valves on Clay Brick Road and Cat Brier Trail are on District property, so he is able to  
985 manually water and turn on the zones by hand. That is what he has been doing. I asked for  
986 a proposal for a water truck or installing spigots where we can attach a hose. I have not  
987 received them yet, but I told him they would be a good idea to provide. In the interim, they  
988 can also put nodes to battery-operated hockey pucks on those valves to run them. I told  
989 him I need that proposal. It is not good to tell me now when we are past that point. We are  
990 looking for a little more proactivity from them.

991 Ms. Kramer stated issue #45 is for the east entrance, which we discussed. They said  
992 they submitted proposals for work they said needed to be done, but I looked and most of  
993 those proposals never made it to the Board. Mr. Betancourt is no longer present at the  
994 meeting, but pass this on to Mr. Feliciano, who promised us renderings.

995 Mr. Perez stated I requested those, as well, but I have not received them.

996 Ms. Kramer stated they are for landscape issues at the swim club and Ashley Park pool.  
997 We really need to see them so we can get moving on some of these replacements.  
998 Regarding trimming of palms, I encourage the Supervisors to go to the swim club and look  
999 at how the palms were trimmed. They did not take the loose boots off. I understand  
1000 removing the boots is not in the contract, but where they are hanging on by a thread and  
1001 are a safety issue, I would imagine being our landscape contractor, they would take care of  
1002 those.

1003 Mr. Perez stated yes, we can discuss that with Servello. Normally for any palm  
1004 trimming, regardless how loose they are, if it is not discussed, then it is not included.

1005 Ms. Kramer stated let us make sure in the new one that it is discussed. I do not want  
1006 our palms stripped all the way up. In the past, some of them have been. Where the boots  
1007 are falling off, either because the ladder is hitting them or whatever reason when they are  
1008 trimming the palms, something needs to be done about that.

1009 Mr. Perez stated you mentioned the “new one.” Do you mean the new contract?

1010 Ms. Kramer stated yes.

1011 Mr. Perez stated that contract has already been agreed upon, as has the price. Do you  
1012 want me to go back to them and ask for an addendum?

1013 Ms. Kramer stated no. If we need to include that and they are willing to come up with  
1014 a price, then yes.

1015 Mr. Perez stated so it will be an addendum.

1016 Ms. Montagna stated yes.

1017 Mr. Perez stated regarding pressure washing the sidewalks, we ran a cost analysis. I  
1018 went through Mr. Hamstra’s maps of District-owned sidewalks, versus non-District-owned  
1019 sidewalks, and I put together total linear footage and total mileage so people can see it  
1020 either way. On average, it shows the number of days it would take an employee or District  
1021 staff to wash all District-owned sidewalks. We have three options. When you look at the  
1022 map, all District-owned sidewalks means in some of the rights-of-way that we are giving  
1023 back to residents, those sidewalks are still District owned. That is included in option #1. It  
1024 would take them pretty much a full year to get through them all, one person and that is all  
1025 they do 24/7 for 22.58 miles of sidewalks. They vary in width, too: 4 feet, 5 feet, 6 feet, 8  
1026 feet, 10 feet. All that changes the process, as well. Option #2 would be to pressure wash  
1027 only District-owned sidewalks that abut District landscaped areas and outer roads, which  
1028 means interior roads that you are discussing giving back to the home owners would fall to  
1029 the home owner to maintain in terms of pressure washing.

1030 Ms. Kassel stated the interior street home owners take care of their own already.

1031 Mr. Perez stated correct, interior roads would go back to the home owners to maintain.

1032 Ms. Kassel stated it is already with the home owners.

1033 Ms. Montagna that is the question, which is what I talked with you about. Currently, it  
1034 is not in the HOA documents for residents to do that. A while back, a Board member stated

1035 it should go to the home owners, or the District should take it away from the home owners,  
1036 but no motion was ever made. That is what we are trying to determine if the Board wants  
1037 to go with this.

1038 Ms. Kramer stated three or four years ago, I did the research for trips and falls.

1039 Ms. Kassel stated a number of years ago when the developer was on the Board, the  
1040 developer did not want to be responsible for paying the costs for sidewalk maintenance in  
1041 terms of cleaning. It was said the responsible for cleaning belonged to home owner. More  
1042 recently, because we have had some slips and falls, and some sidewalks are black with  
1043 fungus, we took it upon ourselves to clean all the sidewalks. I am interpreting what is in  
1044 the agenda package to ask if we are going to clean all the sidewalks or some of the  
1045 sidewalks. I think we do all the sidewalks. It is a liability issue for the District. The District  
1046 owns the sidewalks. Some people will maintain their sidewalks in terms of washing, and  
1047 some will not. For those residents who do not, the District owns the sidewalk. If someone  
1048 slips and falls, it will come back on us. We have established the precedent, and we are  
1049 buying the equipment.

1050 Mr. Perez stated we have the equipment. This just breaks down the work. If we do all  
1051 of them, it will take one dedicated employee more than a year, since we do not have 294  
1052 working days in a year. This is just putting that into perspective for the Board to understand.  
1053 We have no problems breaking it into quadrants and working through, but we wanted to  
1054 make sure we got direction from the Board.

1055 Ms. Kassel stated I am just presenting my opinion. Others may have a different option.

1056 Mr. Perez stated yes.

1057 Ms. Kramer stated this is where I look to our legal counsel.

1058 Mr. Leet asked would Mr. Eckert agree with our interpretation of the exposure?

1059 Mr. Eckert stated I have done extensive research on sidewalks and a district's  
1060 responsibility. Some HOA documents will put the burden on the home owner, but that does  
1061 not matter when someone falls, because they are going to sue the home owner if they find  
1062 out that is in the HOA documents, and they are going to sue the District because we are the  
1063 property owner. Florida has case law that says local governments cannot delegate their  
1064 responsibility for sidewalks on their property. So it is this Board's responsibility to deal  
1065 with sidewalks ultimately.

1066 Ms. Kassel stated that is another cost.

# CARBON

1067 Ms. Kramer stated yes. I think we should formalize this since it was never formalized  
1068 previously, with a vote on which of the three options we want to approve.

1069

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Ms. Phillips asked does it need to be once a year? Is every other year enough?

1077

1078

1079

1080

Mr. Perez stated it will vary depending on the street and sun exposure. Mr. Woods was pressure washing in the Estates in one of the pocket parks three months ago. It holds water, it has very little air flow, and he has washed that area at least twice this year. The walking trail around Buck Lake, the big exposed wide sidewalk, probably does not need it as often.

1081

1082

Ms. Kassel stated it has good drainage and lots of sunlight. But we have a lot of sidewalks with trees everywhere.

1083

1084

Mr. Leet asked should we word this “as needed” instead of a rigid one time annually?

Ms. Kramer stated yes.

1085

Mr. Perez stated that would probably make more sense.

1086

1087

1088

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1092

Ms. Kassel amended the MOTION to approve option #1 for the District going forward on an ongoing basis to be responsible to pressure wash all District-owned sidewalks within the District, one time annually or as needed.

Mr. Short seconded the motion.

1093

1094

Ms. Phillips stated if we say annually, someone whose sidewalk is gray will call and complain.

1095

1096

Mr. Short stated that makes more sense than to say we will power wash every sidewalk annually.

1097

Ms. Kramer stated some people are power washing their own sidewalks.

1098

Mr. Short stated I did and paid for it just a little bit ago.

1099

A resident stated “as needed” might be ten times a year.

1100

Ms. Kramer stated yes.

1101

Ms. Kassel stated if it is needed.

1102

1103

Ms. Kramer stated we may need to do some ten times a year. My question is if the motion is okay with “or,” to say “annually or as needed.”

1104 Mr. Eckert stated I think staff can figure that out. If you get a report of a slippery  
1105 condition, you will address it.

1106 Ms. Kassel stated we are asking if the wording “annually or as needed” will cover us.

1107 Mr. Eckert stated yes, it does.

1108 Mr. Perez stated past field management did no pressure washing of the entire  
1109 community. Know that going forward.

1110 Ms. Kramer stated yes, they did.

1111 Mr. Perez stated they did not get everything.

1112 Ms. Montagna stated we are essentially starting from scratch.

1113 Mr. Perez stated on top of that, we have all the fences, which we are also working on.

1114 Mr. Short asked this is for all sidewalks?

1115 Ms. Kramer stated yes.

1116 Ms. Kassel stated sidewalks owned by the District.

1117 Mr. Perez stated inside the Enclave and South Lake.

1118 Ms. Kramer stated for all the communities behind gates, those sidewalks are owned by  
1119 the HOA. Middlebrook Place, Feather Grass Court, Cordgrass Place, and the lower part of  
1120 Dark Sky Drive across from the school are all owned by the County. The rest are ours.

1121

1122 Upon VOICE VOTE, with all in favor, unanimous approval  
1123 was given to option #1 for the District going forward on an  
1124 ongoing basis to be responsible to pressure wash all District-  
1125 owned sidewalks within the District, one time annually or as  
1126 needed.

1127

1128 Mr. Perez stated regarding an update on the Umax, I emailed them the beginning of the  
1129 month because he said August. I received a response that Yamaha has not provided a firm  
1130 ship date yet.

1131 Ms. Kassel stated August would be wonderful. I placed an order for a John Deere gator  
1132 in February, and it is supposed to arrive in August.

1133 Ms. Kramer asked are we making it with the vehicles we have?

1134 Mr. Perez stated right now we are. Instead of the staff being five full-time employees,  
1135 it is four right now.

1136 Ms. Kramer stated you have staggered schedules.

1137 Mr. Perez stated yes.

1138 Ms. Montagna stated we have an Inframark truck, as well.

1139 **ii. Proposals**

1140 Mr. Perez stated a few weeks ago, we received a report over the weekend that on the  
1141 foot bridges, kids—probably teenagers—were jumping off the bridges into the little canals.

1142 Ms. Kramer stated those are stormwater ponds.

1143 Mr. Perez stated yes. When we went out to inspect and investigate the call, they were  
1144 gone by the time we got there. We thought to do something proactive by getting signs  
1145 saying, “no swimming” or “caution alligators” as was mentioned earlier.

1146 Ms. Kassel stated I think the alligator sign would be great.

1147 Ms. Kramer stated yes, maybe alligators and snakes.

1148 Mr. Perez stated some signs say, “dangerous wildlife” and have a picture of an alligator  
1149 and a snake. I think that is what Disney uses, if I am not mistaken. It just says, “dangerous  
1150 wildlife.”

1151 Ms. Montagna asked do we need to have one or the other?

1152 Mr. Eckert stated neither one do you need to have in Florida. It is helpful and  
1153 educational. Pictures help, and I have seen that, too.

1154 Ms. Kramer stated it might help them remember.

1155 A Resident stated we had a signage issue regarding fishing and no fishing, and we took  
1156 them down. This is Florida. It is part of the ambiance.

1157 Ms. Kramer stated that is my concern. Just a reminder that we have pretty stringent  
1158 sign restrictions, which are evidenced in our documents. We have to meet certain criteria  
1159 when we install signs. We need to be very careful in how many we put up, but the small  
1160 signs on either side should be fine. When you are getting the signs for other areas, we can  
1161 add these.

1162 Mr. Perez stated that was going to be my question for counsel. A resident commented  
1163 earlier, I believe tract G, when we were discussing alligators and installing signs. If we put  
1164 them in one area, do we have to put them in all areas?

1165 Mr. Eckert stated no. If you have seen alligators in one area and you want to put signs  
1166 in that area, that is fine. Florida law has no requirement to warn of wildlife that is natural.  
1167 However, you can take those extra steps if you want.

1168 Mr. Perez stated maybe we just look at the area that was discussed earlier, and then  
1169 around the foot bridges.

1170 Ms. Kramer stated yes, the low-profile signs, like we already have.

1171 Mr. Perez stated Fast Signs has been very reliable and very cost effective. We will send  
1172 proofs for approval prior to purchasing, and we will include Mr. Eckert, as well.

1173 Mr. Leet asked will they be small enough that they can be installed on the existing  
1174 bridge structure already? Or are we adding new posts?

1175 Mr. Perez stated we could find a plaque to put on the handrail of the post.

1176 Ms. Kramer stated the other ones are put on a low-profile 4x4 post in the ground. It  
1177 comes up maybe mid-shin. My concern about putting too much on the actual structure of  
1178 the foot bridges is, the more holes we drill in the wood, the more wicking of water will get  
1179 in and the more we will have problems with rot. That is my recommendation.

1180 Mr. Leet stated I am hesitant to mess with people's view.

1181 Ms. Kramer stated they are very low profile; they will not affect anyone's view.

1182 Ms. Montagna stated I will discuss this under my report, but I want to ask about Polaris.

1183 Mr. Perez stated it has been rectified.

1184 Ms. Montagna stated it has not been deemed anything yet because we are still working  
1185 on it.

1186 Mr. Perez stated Mr. Brent Maynard was on vacation two weeks ago, the same time I  
1187 was out for a couple days. He was going to circle back with Kissimmee Motor Sports.

1188 Ms. Kramer asked he is from Polaris governmental?

1189 Mr. Perez stated yes, we found out that Polaris was apparently commercial  
1190 governmental and should have been serviced originally at Briggs. This Polaris was bought  
1191 in 2019, serviced in-house, and then moved to Kissimmee Motor Sports for the initial  
1192 service. The information I received from Polaris was, the dealer—Kissimmee Motor  
1193 Sports—should have said they do not service these. They did not, and they took it in for  
1194 service. In multiple emails and phone calls regarding the warranty repair on the clutch that  
1195 took place last year, that is something they are working on and looking into.

1196 Ms. Kramer stated we are hoping to get that rebated.

1197 Mr. Perez stated yes, we are hoping to get that rebated and get it back. In terms of the  
1198 engine, the update I received from Mr. Maynard was, he stated Kissimmee Motor Sports  
1199 said oil was coming from the muffler, but nowhere on our service reports is that stated, nor  
1200 was it discussed with Mr. Morrell when he picked it up. It is in for service. I look at it the  
1201 same as when you take your car in for an oil change. If they find the timing belt is cracking,  
1202 they will tell you the timing belt is cracking. If they saw oil coming out of the muffler, why

1203 did they not say it had oil coming out of the muffler and suggest we investigate what is  
1204 going on, but none of that was done. I will follow up with Mr. Maynard at Polaris, because  
1205 it was middle of last week when I emailed him. He should be getting back, as well. He said  
1206 he will circle back with Elio, the Kissimmee Motor Sports service manager. He has to tread  
1207 lightly because oversees the military side of Polaris. He is actually dabbling with this  
1208 concern and complaint into the commercial side that is not his area, but he is working  
1209 closely with that gentleman, who will not respond to me.

1210 Ms. Kramer stated I do not know that we would want him to respond to you. If Mr.  
1211 Maynard cannot do anything, Mr. Perez needs to go up the chain from Elio to get them to  
1212 tell us.

1213 Mr. Perez asked Kissimmee Motor Sports?

1214 Ms. Kramer stated not the local dealer, but the Polaris company itself.

1215 Mr. Perez stated Elio is local at Kissimmee Motor Sports, and Mr. Maynard is with  
1216 Polaris. I will get back with Mr. Maynard to see if he has any updates for me.

1217 Ms. Kramer stated that might still be a vehicle we can put back into service.

1218 Mr. Perez stated that is correct. Late last week, we received the insurance check for the  
1219 Viking in the amount of \$11,000. We have not received the insurance check for the  
1220 Kawasaki yet, but it is on the way, in an amount just over \$3,000.

1221 Ms. Montana stated we have the potential to get \$1,000 more for our deductible once  
1222 it all plays out.

1223 Ms. Kramer stated the \$11,000 should cover the Umax that we approved.

1224 Ms. Montagna stated I do not have the price for that.

1225 Ms. Kramer stated it was \$10,000 or \$11,000.

1226 Mr. Perez stated I think it was closer to \$16,000. I will double check; it may be \$11,000.

1227 Ms. Kramer stated that will allow us to swap out that vehicle. The repair work has been  
1228 done on the swim club bathhouse?

1229 Mr. Perez stated yes. Mark Davis Construction complete the repair work. We received  
1230 their final invoice. Mr. Morrell has reviewed it, and I do not see any issues.

1231 Ms. Kramer asked is insurance paying them directly?

1232 Mr. Perez stated no, we are going to pay them, and then collect from our insurance,  
1233 who will reimburse us. Then we are going to go back to the driver's insurance to collect  
1234 the deductible.



1235 Ms. Montagna stated when all is said and done, the District will have paid Mark Davis  
1236 Construction, the District will receive that money back, so it will be a wash and no cost to  
1237 the District. To get the job done and done right, the District will pay Mark Davis  
1238 Construction.

1239 Mr. Perez stated I have one last minor update on the ventilation fans in the swim club.  
1240 I have shared emails with everyone. The swim club has ventilation fans. The back story is,  
1241 they were shut off a long time ago, but I have no idea why. Of the five or six vendors we  
1242 have had come out, two said they will give a proposal, and the others said it is so old the  
1243 whole thing needs to be replaced. We have not asked for that proposal yet. We did receive  
1244 a rough estimate today ranging from \$6,000 to \$8,000 to get this ventilation system up and  
1245 running. I shared some pictures that showed the vent fan has rusted and is pretty corroded  
1246 from chlorine.

1247 Ms. Kramer stated evidently, they have not been working for maybe ten years. A  
1248 resident complained that the bathhouses were extremely hot. I put a monitor in there, and  
1249 the women's bathhouse in the afternoon on a sunny day was up to 110°. In the interim, we  
1250 have been propping doors open for air circulation. We may want to look at some Bahama  
1251 shutters for that side of the building. I do not know why that past Board member refused  
1252 to have it fixed and then told our staff the fans were working. The ventilation fans are in  
1253 process, but it might be a pricey repair.

1254

1255 **SEVENTH ORDER OF BUSINESS** **District Manager**

1256 **A. District Manager's Report**

1257 Ms. Montagna stated a lot of the things on my list have been addressed by Mr. Perez  
1258 or Mr. Eckert. We are doing some housekeeping and full audits of many things. We wanted  
1259 to get through the budget cycle. In September, you will start seeing some housekeeping  
1260 things we want to get cleaned up. Some will pertain to rules, and some will pertain to  
1261 different things. I am glad Mr. Perez gave his update on the Polaris. I received an email  
1262 from Mr. Steve Berube. He asked me to have a conversation with the Board. He wants to  
1263 buy all the failed equipment that is down currently. He listed prices to be delivered to him  
1264 in Saint Cloud. As the Board is aware, we cannot offer it to one person. We have to offer  
1265 it to everyone. The District also has a policy to have it declared surplus material. The  
1266 Polaris is not part of that at this time, but other pieces of equipment are not fixable and can  
1267 be identified as surplus, according to the policy. If he bids on it, that is a different story.

1268 Ms. Kramer stated our policy lays it out and a portion says it should be offered to other  
1269 public entities.

1270 Mr. Eckert stated I would like to see that policy.

1271 Ms. Montagna stated I need to send it to you because I am a little unclear. I have never  
1272 seen one written like this.

1273 Ms. Kramer stated the State has a policy for disposal of assets.

1274 Mr. Eckert stated the District has two options under the State policy, and I did not  
1275 recognize the one that was just presented.

1276 Ms. Montagna stated I will send the policy to Mr. Eckert for his review and any  
1277 revisions that need to be made before we go forward in declaring anything as surplus.

1278 Ms. Kramer stated we had a good meeting with Inframark to discuss an annual review  
1279 of where they are doing well and where they need some improvement. I think we will see  
1280 a big team effort.

1281 Ms. Montagna stated yes, it was a very good meeting on both sides that were presented.  
1282 Some things we want to rectify, and some things will be coming before the Board. You  
1283 will see that rolling out starting in September and moving forward.

## 1284 **B. Kutak Fee Agreement**

1285 Mr. Eckert stated I wanted to come up with a couple options for the Board to consider.  
1286 When we submitted our proposal, it was a straight hourly rate. I wanted to look at any  
1287 options that makes sense from a flat-fee perspective. I think we need to talk about how you  
1288 will use me, in terms of, do I need to be at every meeting. I need to attend every meeting,  
1289 but I think you might get more value on the meetings that do not have a lot for me to do,  
1290 for me to attend via Zoom. Some of that budget you can then use for other projects. It even  
1291 works out better for you if I talk to each Board member for 30 minutes the week before the  
1292 meeting to brief them. You will come out ahead on something like that. I tried to come up  
1293 with a flat fee that will cover the months in which we attend meetings in person.

1294 Ms. Kassel stated I see in your proposal it is \$3,500, but I thought last month, you said  
1295 it would be \$2,200.

1296 Mr. Eckert stated I did, for meeting attendance and the meeting preparation. This also  
1297 includes preparation of contracts and resolutions, as well as phone conferences and email  
1298 interactions with Board members. When you asked me before, that cost was just for us to  
1299 come and attend the meeting, which I said would be between \$2,000 and \$2,200.

1300 Ms. Kassel asked what does this proposal represent?

# CARBON

1301 Mr. Eckert stated this is in addition to the estimate I quoted. The \$3,500 would be for  
1302 attending meetings and preparing for the meetings. It also includes preparing resolutions  
1303 you need. The proposal says routine resolutions, but the ones that will count will be for  
1304 special assessments when you refinance bonds, and things like that. Preparation of  
1305 contracts was not included in the \$2,000 to \$2,200 estimate.

1306 Ms. Kassel stated I am trying to get clarity without too much back-and-forth since we  
1307 are over our two-hour meeting time. The \$3,500 includes an in-person meeting, and all the  
1308 other work that is not included in litigation.

1309 Mr. Eckert stated as long as it is not litigation or a special project. If you tell me you  
1310 want me to figure out every easement in the community, that will not be included in the  
1311 \$3,500. But if you have a question on the current landscape contract language, that is not a  
1312 special research project and would fall within the \$3,500.

1313 Ms. Kassel asked what if you do not attend meeting in person?

1314 Mr. Eckert stated if I attend by phone or Zoom, I would suggest you not do any kind  
1315 of flat fee but do hourly for that time. I think you will find that you will come out ahead.  
1316 What I am proposing matters, but what really matters is in three to five months, I will show  
1317 you how much time I spent and the related flat fee for these months, and you can see exactly  
1318 how much time that was. You can then compare it to the hourly fees to see if the flat fee  
1319 we are establishing today makes sense for both parties. I think it has to be fair to both  
1320 parties. I think this cost comparison will be more important than the amount of the flat fee  
1321 we establish today. Some of my districts have flat fees, but most of them do not. They got  
1322 away from the flat fee and use me better and more efficiently. I am happy to look at any  
1323 kind of flat fee. I can also come up with flat fee that is more consistent with what we talked  
1324 about, which was \$2,000 to \$2,200, but that only included meeting attendance. I do not  
1325 think that works as well for you, but I am willing to do that if the Board wants.

1326 Ms. Kramer stated the previous attorney was on a flat fee of \$4,000. We can use that  
1327 amount well and pick up the phone to call anytime, but the conversation was direct and to  
1328 the issue. It also included emails.

1329 Mr. Eckert stated I suggest I attend the next meeting by Zoom, try it out, and see how  
1330 it works. I would say for two-thirds of your meetings in a year, Zoom attendance will be  
1331 fine. If I need to present something to the Board that will have a lot of back-and-forth  
1332 comments, then I suggest I attend in person.

1333 Mr. Kramer stated the only thing that concerns me about a flat fee is the ten-minute  
1334 window. I do not know how strict that is if we call you with a quick question.

1335 Mr. Eckert stated I bill by tenths of the hour.

1336 Ms. Kassel stated that is six minutes.

1337 Mr. Eckert stated I can change it to 12 minutes if that helps. I think it is good for us to  
1338 be efficient when we have conversations. Most of the time, it will be asking what a contract  
1339 says or asking if we have a contract. Questions regarding terms of contracts or requesting  
1340 a copy of a contract should go to the manager first, and then to me second if for some  
1341 reason you have a question, for example, regarding an email I sent on that contract. Most  
1342 conversations I have with my board members are less than 10 minutes. Some board  
1343 members call me three times a week, but the calls are less than ten minutes. I am fine with  
1344 either approach. It does not matter to me because we are going to discuss this in three or  
1345 four months and see how it is working or not working.

1346 Ms. Kassel stated the proposal includes option B. If we decide not to go with that  
1347 option, do we delete that paragraph? How do we work that in terms of approving the  
1348 agreement.

1349 Ms. Kramer stated he provided two fee agreements

1350 Mr. Eckert stated correct. We provided two fee agreements. One is straight hourly, and  
1351 one has the flat fee option for months when I attend in person. You can approve either one.  
1352 The agreement says that at any time, either party can say the flat fee is not working, and  
1353 you want to go to hourly. Or if it is not working at all and you are not comfortable with  
1354 hourly, then you will want to find a new attorney, and that is okay, too. We will help  
1355 transition to make sure we did not drop any projects.

1356 Ms. Kramer stated in reviewing the agreements and understanding them, I recommend  
1357 we go with the flat fee for in-person meetings. It gives us the availability to get resolutions  
1358 and contracts and so forth done. Then we can assess in three or four months.

1359 Ms. Phillips stated I agree.

1360 Mr. Leet stated I lean toward that, especially at the beginning of this transition. Things  
1361 might be a bit of a mess, and he may have more questions. It will be best to assess it later.

1362 Ms. Kassel stated to clarify, that means he will be attending every meeting in person.

1363 Mr. Eckert stated no. I would reach out to the Chair before every meeting. My  
1364 suggestion is that I attend by Zoom unless you feel there is a compelling need for me to be

1365 here. On those months, the billing be hourly, not a flat fee. Only when I am here in person  
1366 will it be a flat fee, because it is a significant amount of travel time. One month, it might  
1367 be hourly, and the next month it may be a flat fee, depending if I attend in person. I thought  
1368 that was fairer. Most of the other flat-fee contracts I have done, it is regardless if I am in  
1369 person or in my office. I found over time that I do not feel that is appropriate.

1370 Ms. Kassel stated that was not clear to me. The first proposal is, anytime you attend a  
1371 meeting in person, it is a flat fee. Anytime you do not attend a meeting in person, it is  
1372 hourly.

1373 Mr. Eckert stated that is correct.

1374

1375 Mr. Leet made a MOTION to approve option 1 fee  
1376 agreement from Kutak Rock, charging \$3,500 per month for  
1377 counsel to attend meetings in person, and charging hourly  
1378 for months when counsel does not attend meetings in person.  
1379 Mr. Short seconded the motion.

1380

1381 Upon VOICE VOTE, with all in favor, unanimous approval  
1382 was given to option 1 fee agreement from Kutak Rock,  
1383 charging \$3,500 per month for counsel to attend meetings in  
1384 person, and charging hourly for months when counsel does  
1385 not attend meetings in person.

1386

1387 Mr. Eckert stated I am excited to work with you. I will be working with the manager  
1388 on quite a few policies. I will be showing what I suggest moving forward. You will see  
1389 several of those in the next few months, but they are routine policies and will be covered  
1390 in the flat fee.

1391

## 1392 **EIGHTH ORDER OF BUSINESS** **Old Business**

### 1393 **A. Informational Signs**

1394 Ms. Kramer stated this is not critical and can be moved to the next agenda.

1395 Ms. Kassel stated I have a request regarding this. I presume this came from field  
1396 services.

1397 Ms. Kramer stated this came up several months ago.

1398 Ms. Kassel stated yes, I know but I presume the photographs and suggestions came  
1399 from field services.

1400 Ms. Kramer stated no, I put it together.

1401 Ms. Kassel stated some of these have possible recommendations on what to do with  
1402 them, and others do not.

1403 Ms. Kramer stated I prepared this, and the Board can come up with whatever we think  
1404 would be good information on those signs. The one thing that is lacking is a map to show  
1405 the location of each one. You can see if you are coming in the west entrance, the first sign  
1406 is the first one in the package. Should that state in large letters “Welcome to Harmony”?  
1407 Should one give you a message about Harmony? If members of the audience have any  
1408 input on these signs, let us know. The old informational, big signs used to look beautiful,  
1409 and they are peeling off now and have been abandoned by the developer. So we are going  
1410 to put them to good use. Take some time between now and the next meeting to look at  
1411 them, maybe drive around, and come up with suggestions. The recommendations are  
1412 thoughts I had. The options are wide open on what the Board wants to do. I would like field  
1413 services to give us an idea of prices for changing the signs. Then we will know if we can  
1414 afford it or not.

1415

Ms. Kassel made a MOTION to table discussion of  
information signs to the next meeting.  
Ms. Phillips seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval  
was given to table discussion of information signs to the next  
meeting.

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## **NINTH ORDER OF BUSINESS**

### **Supervisors’ Requests**

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Ms. Kramer stated for the benefit of our new members, this agenda item is for when  
you want to bring something forward to be on the next agenda for us to discuss. If it is  
something imperative or with a quick timeline, we can discuss it now. Typically if it needs  
a vote, it needs to be posted on the agenda so the public is aware we will be considering it.

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## **TENTH ORDER OF BUSINESS**

### **Adjournment**

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On MOTION by Ms. Kassel, seconded by Mr. Leet, with all  
in favor, the meeting was adjourned at 8:15 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair