

CARBON

Agenda 2022-11-17

Subsection 5A

Minutes

October 27, 2022

Markup Review Version

Delivered Herein Under Separate Cover

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 Thursday, October 27, 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
14 Also present, either in person or via Zoom Video Communications, were:

15 Angel Montagna	District Manager: Inframark
16 Wes Haber (<i>by phone</i>)	District Attorney: Kutak Rock
17 David Hamstra	District Engineer: Pegasus Engineering
18 Pete Betancourt	Servello & Sons
19 Sean Israel	Inframark
20 Andre McAden	Inframark
21 Vincent Morrell	Field Services Supervisor
22 Brett Perez	Area Field Director, Inframark
23 Samantha Smith	Inframark
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 stated this is a time where anyone from the audience, whether by Zoom or
36 in person, may speak for up to three minutes and present to the Board any concerns or ideas
37 you might have related to Harmony and how the District can operate and do its work better
38 or if we need to be aware of a problem in the community.

39 Mr. Sean Neale stated I have a comment on something I think is a bit controversial that
40 was on Facebook recently, which is the request that all of us received to start mowing the
41 District-owned tract in front of our homes. I think enough people have raised the question
42 regarding the legality of that where perhaps it is something District Legal Counsel can
43 comment on so that we can understand the legal basis, first, for being asked to do that. The

CARBON

Harmony CDD
October 27, 2022, meeting

44 other point I wanted to raise is a similar subject regarding the patch of grass in front of my
45 house. I emailed the District quite a few months ago. I think it was Mr. Perez who was very
46 quick to organize quotes to see what the cost would be to replace it. That was presented to
47 the Board, and it was very expensive, so I understand why it was rejected. But then it seems
48 to have been brought about since then. With this new subject of who is responsible for
49 maintaining it, I am curious to know the next steps. In my opinion, it is not just a case of
50 replacing it or leaving it, but about seeding it, which is much more cost effective that would
51 improve it, because it is really looking quite bad. I was in front of my house yesterday
52 taking photographs of Harmony decorations, trying to actively avoid picking it up in
53 photographs because it looks so bad. Any thoughts on that would be appreciated.

54 Ms. Kassel stated we will be discussing that issue tonight.

55 Mr. Gregory Noble stated thank you everyone for the service you have given over the
56 years. I have three items. First, specifically thank you to Ms. Kassel for reaching out to me
57 individually. Whenever we have private communication, it is better than publicly on social
58 media. Second, I reached out four days this week to our representation for the District, and
59 I have not received a call back. Ms. Montagna, please check messages. This is not a
60 personal attack, but I have been reaching out every single day.

61 Ms. Kassel asked what email address are you using?

62 Mr. Noble stated I have been calling the District office, so the phone number that was
63 on the letter regarding maintenance of the easement. I have not received a call back.

64 Ms. Montagna stated I have had meetings, and we were going to discuss it tonight. I
65 apologize for not getting back with you. I will definitely look and see what messages I
66 have.

67 Mr. Noble stated thank you. As the Board discusses the issues that we heard about the
68 easement, a couple things I want to make sure I can voice. One, is the overall concern of
69 inconsistency. I have no problem maintaining the yard in the easement, but if I do one
70 height and someone else does another height and someone across the street does another
71 height, it is inconsistent and will not look well. Please take that into consideration,
72 especially with some of our concerns about the main entrances that we have had for some
73 time. I have pride saying I get to live in this community. Let us talk about that. I have
74 concerns about the enforcement of the maintenance. If my neighbor does not but I do, what
75 is that going to look like for liability and making sure that happens for consistency. What

CARBON

Harmony CDD
October 27, 2022, meeting

76 is going to happen with the leaves that need to be picked up when we get to that time of
77 year, which is maybe coming really soon? Who is responsible for that? Who is going to be
78 responsible for sod replacement, fertilizing, not fertilizing, weeding? Will that fall on the
79 homeowner? With the shaded areas, it will look very inconsistent if that sod is not all being
80 maintained consistently. It could be \$1,000 or \$2,000; we are not sure. Who is that going
81 to fall on, and how are we going to do that? The other part is, I would like to hear or see at
82 some point what we are really saving by doing this, if we decide to keep this. I am aware
83 but do not know if it is a fact that our costs for the Servello & Sons (“Servello”) contract
84 went up. If they went up, what are we saving by doing this, and what are we getting out of
85 it? Another question I do not know for sure, but a lot of us as owners on the boulevards
86 pay more. Maybe not, and if we do not, then scratch my comment. If we do pay more, then
87 what are we getting out of this? With the inside streets, some decisions have been made
88 through the years where they can change the groundcover, so sod is not on the easements.
89 I do not know what it is called, but they have changed out the sod to some other
90 groundcover, so they do not need to have grass there. That way it would be more consistent.
91 Also, decisions have been made over the years for inside streets that have some paver
92 walkways. Again, if that happens on boulevard streets, we will have some major
93 inconsistencies as we go through the main view of our neighborhood. I think you for your
94 service. I know not everyone wants to do this, but I implore you to make the right decision
95 for the look of our community. I have no problem paying for it, but make sure it looks
96 right.

97 Ms. Marilyn Ash-Mower stated I understand the reasoning why the boulevard, as we
98 call it, is where you cut the grass because the investors did it so that it looked nice for them.
99 Their houses are built, and they are no longer here. Everyone in the rest of the community
100 paid twice now to have their lawns cut. We pay to have landscapers come do our lawns,
101 but through our operation and maintenance (“O&M”) assessment, we also pay to have the
102 boulevards done. I do not think that is quite fair. It is a strip of that which is about five feet.
103 I do not see why they cannot have their landscapers simply come and do that strip of land
104 because the rest of the residents in the neighborhood take care of theirs. Like Mr. Noble
105 said, it is inconsistent. The house next to me has groundcover, and I have grass, but that is
106 due to the builders when they built the houses. They put in groundcover, and the
107 homeowner continued with it. I understand the dilemma.

108

Harmony CDD
October 27, 2022, meeting

109 **THIRD ORDER OF BUSINESS** **Consent Agenda**
110 **A. Minutes for the September 29, 2022, Regular Meeting and October 6, 2022,**
111 **Continued Meeting**

112 Ms. Kramer stated the meeting from September 29, 2022, due to Hurricane Ian was
113 continued to October 6, 2022 and completed on that date.

114 Ms. Montagna stated Ms. Kassel sent in one change, and Ms. Kramer sent in changes,
115 which will all be reflected in the final minutes that are posted on the website. I will ask the
116 minutes be approved as amended.

117 **B. September 2022 Financial Statements**
118 **C. September 2022 General Ledger Detail**
119 **D. #269 Invoices and Check Register**

120
121 Ms. Kassel made a MOTION to approve the consent
122 agenda, minutes as amended.
123 Mr. Leet seconded the motion.

124
125 Ms. Kramer stated I have a couple questions on the general ledger, which we will
126 review in more detail later, but I wanted to note if you look through the invoice and
127 expenditure report, sometimes you will see a duplicate. I double checked in Avid, and we
128 did not pay them twice. I wanted to clarify that.

129
130 Upon VOICE VOTE, with all in favor, unanimous approval
131 was given to the consent agenda, minutes as amended.

132
133 **FOURTH ORDER OF BUSINESS** **Contractors' Reports**

134 **A. Servello & Sons**

135 Mr. Betancourt stated we are into our bye week already, which means mowing is done
136 every two weeks. The crews are working in the Greens neighborhood, cleaning the pocket
137 parks. I have a question from the last meeting. The Board discussed Clay Brick Road and
138 the resodding proposal.

139 Ms. Montagna stated I never received the proposal.

140 Ms. Kramer stated we need to figure out the irrigation.

141 Mr. Betancourt stated that is not a problem. The District owns parcel U-2 on that side,
142 which is where the valves are. They are on District property. All I have to do is locate it,
143 unlock it, and you have water. So you could resod Clay Brick Road if you want.

144 Ms. Kramer stated at the last meeting, we discussed whether or not it was a watering
145 issue. Some of the grass is still nice and green, but we have spotty brown spots. We have
146 made sure it is not a pest issue?

CARBON

Harmony CDD
October 27, 2022, meeting

147 Mr. Betancourt stated no, it is not. That Clay Brick Road area is connected to clock 2,
148 which is still not on your land, and it is still locked.

149 Ms. Kramer asked but you will be able to get irrigation?

150 Mr. Betancourt stated I can bypass the clock, isolate the valve, put a little clock on it to
151 control just that valve, put a timer on it, and whenever it goes off, it will water Clay Brick
152 Road.

153 Ms. Kassel stated that area is not due to foot traffic or people getting in and out of their
154 cars.

155 Mr. Betancourt stated the only area matted down is at the tunnel where kids cut across
156 that grass area. Honestly, I would leave it like that because you cannot control the kids.

157 Ms. Kramer stated it is also not car exhaust from people idling.

158 Mr. Betancourt stated no.

159 Ms. Kramer stated I know we had that problem on Cupseed Lane.

160 Mr. Betancourt stated I sent staff over there to see if it has any bugs or anything, but he
161 said it was just dry. The clock, for some reason, is not turning on. All that back area at the
162 tunnel is not getting water.

163 Ms. Kramer asked now that we have the watering situation, you will bring back a
164 proposal for that?

165 Mr. Betancourt stated yes. I will measure it. Some areas start and you walk halfway
166 down because what is left of the sod is not much. Everything else is weeds. I will remeasure
167 and resubmit the proposal. The irrigation will be separate from the weeding because we
168 have to turn it on, see what is broken, fix it, and then install the sod. I will provide an
169 irrigation proposal and a sod proposal.

170 Ms. Montagna asked you will provide that to me before the November agenda package
171 goes out?

172 Mr. Betancourt stated yes.

173 Ms. Kassel asked you are mowing the dog parks?

174 Mr. Betancourt stated we are still going to do that.

175 Ms. Kassel stated the tropical chickweed we discussed and all the sticky seeds, it has
176 already gone to seed. We talked last time about applying some sort of herbicide or
177 something to get rid of the tropical chickweed and posting signs in the dog parks for people
178 not to go in during that time.

CARBON

Harmony CDD
October 27, 2022, meeting

179 Mr. Betancourt stated it is like any other weed killer they use. Once it is dry, you can
180 go in the park. We will post signs. If you want to close the dog park for an hour or two that
181 day, I can let Mr. Morrell know when the guys will be here. We have not finished Harmony
182 yet because one guy is on vacation. He will be back next week. I can tell him to call Mr.
183 Morrell when he has sprayed the dog park, put a temporary lock on it, and come back in a
184 couple hours to open it up again.

185 Ms. Kassel asked what about the tree that split on Beargrass Road to Cat Brier Trail?

186 Mr. Betancourt stated I told Mr. Perez that I will send a proposal for replacing it.

187 Ms. Kassel asked do we need to replace it?

188 Mr. Perez stated with the damage on that tree, it will not survive. With the scarring on
189 the trunk, it will fail.

190 Ms. Kassel asked can we paint it with the preventative?

191 Mr. Perez stated no. We can try, but I think that is an old wives tale.

192 Ms. Montagna asked do you mean painting them white from the bottom up? I thought
193 that was just aesthetics.

194 Ms. Kassel stated no, there is something we can paint on it.

195 Ms. Kramer stated it is a black, tar-like something they used to use.

196 Ms. Kassel stated I thought there was something else they can apply.

197 Mr. Perez stated you can leave it until it fails, if you want.

198 Mr. Betancourt stated it is up to you.

199 Ms. Kassel stated there is some substance they can apply that will help prevent disease
200 from getting in.

201 Ms. Kramer stated we might want to reach out to Mr. Stacy Strickland about this and
202 have him come check it.

203 Ms. Kassel stated yes. Can we ask the District Manager to do that?

204 Ms. Montagna stated yes, I will ask him to come out and evaluate the tree.

205 Ms. Kassel stated whether we should replace it now or whether we should wait or what
206 we should do, or any other options.

207 Ms. Kramer stated then convey to Servello so they can submit a proposal. That can
208 probably go through your authorization.

Harmony CDD
October 27, 2022, meeting

209 Mr. Betancourt stated what is left of the tree, I personally would not charge you. I
210 would just cut it and then charge you for a new tree if that is the way you go. What is left
211 are two branches.

212 Ms. Kramer stated we have a plan.

213 Ms. Montagna stated I have received a lot of phone calls over the past week about
214 weeds. Being that Servello is going bi-weekly, is this going to be an opportunity for you to
215 clean up the weeds?

216 Mr. Betancourt stated yes, definitely.

217 Ms. Kramer stated they have gotten quite out of control, and a lot of them will need to
218 be hand pulled because they are growing up through the shrubs and plants.

219 Mr. Betancourt stated this is our time to catch everything up.

220

221 **FIFTH ORDER OF BUSINESS** **Staff Reports**

222 Ms. Kramer stated I will ask that we swap items 5A, Field Manager Report, and 5B,
223 Field Proposals, so we can make the best use of Mr. Betancourt's time.

224 **A. Field Proposals**

225 **i. Enviro Tree Service #7308, Remaining Interior Tree Trimming from 2021**

226 **ii. Servello #7122, Entire Interior Trees**

227 **iii. Servello #7185, Remaining Interior Tree Trimming from 2021**

228 **iv. BrightView #464255, Remaining Interior Tree Trimming from 2021**

229 Ms. Kramer stated four proposals deal with interior tree trimming. Enviro Tree Services
230 provided a proposal to trim the remainder of the interior trees leftover from 2021 tree
231 trimming that had to be stopped. We received a similar proposal from Servello, and he
232 provided an amended proposal. The amount is \$11,428.75. Enviro Tree for the same
233 amount of work is \$29,040. Then Servello also provided, because it is coming up on
234 another tree trimming time for the entire interior, a proposal for that in the amount of
235 \$28,600 to do all the interior trees that need to be trimmed. BrightView did the same. They
236 went through tree by tree and did a complete inventory. Their initial proposal, which
237 included all the interior streets including two County-owned streets—Cordgrass Place and
238 Dark Sky Drive in Greens—was \$21,600, which includes cutting the branches that are up
239 against the buildings. If you remove the County right-of-way roads on Cordgrass Place and
240 Dark Sky Drive, it would be \$18,810. The question is, do we just finish up what we left
241 undone, or do we go ahead with a full interior tree trimming to bring it up? It is only four
242 or five months before we would be doing that anyway.

CARBON

Harmony CDD
October 27, 2022, meeting

243 Ms. Kassel stated we have two proposals from Servello. Does the more-expensive
244 proposal include the work that would be done in the recently reduced balance from the
245 previous trimming? Or would it be in addition?

246 Ms. Kramer stated my understanding is it is included in the reduced balance.

247 Mr. Betancourt stated yes.

248 Ms. Kramer stated I think it is the entire trimming.

249 Mr. Betancourt stated it is for the entire neighborhoods.

250 Ms. Kassel asked the entire interior?

251 Mr. Betancourt stated yes.

252 Ms. Kassel stated the proposal for \$28,600 says it includes a price increase from
253 \$22,400 to \$28,600 due to the tree size changing each year. It is to lift and thin all hardwood
254 trees throughout the community that are not under the current contract. To me, that says it
255 does not include the new \$11,000+ revised proposal. It sounds to me like they are separate.

256 Mr. Betancourt stated no, they are not. That one proposal was for the remaining trees
257 that did not get trimmed last year. If you go with this proposal for \$28,600, that will be for
258 all the trees.

259 Ms. Kramer stated it is for all the trees that are not in the parks or on the boulevards.

260 Mr. Betancourt stated that is correct.

261 Ms. Kramer stated to make it a little easier, proposal #7308 from Enviro Tree Service
262 and proposal #7185 from Servello include the same scope and the same group of trees,
263 which is to finish the trees from 2021. Proposal #7122 from Servello and #464255 from
264 BrightView would include the entire interior tree trimming for those trees that require or
265 are in need of trimming. Servello is \$28,600, and BrightView without the County rights-
266 of-way is \$18,810.

267 Ms. Kassel asked does the Servello proposal include the County rights-of-way?

268 Ms. Kramer stated I do not think so. Typically they have not done them in the past.

269 Mr. Betancourt asked which County rights-of-way?

270 Ms. Kramer stated Cordgrass Place and Dark Sky Drive.

271 Mr. Betancourt stated the proposal includes those streets.

272 Ms. Kassel asked BrightView is \$28,000?

273 Ms. Kramer stated no, to compare apples to apples, Servello's proposal for entire inside
274 tree trimming including Cordgrass Place and Dark Sky Drive in Greens, from what I am

CARBON

Harmony CDD
October 27, 2022, meeting

275 understanding, is \$28,600. The same proposal from BrightView is \$21,600, so it would be
276 a \$7,000 difference.

277 Mr. Betancourt stated I am going by what they did last year. They did include Dark
278 Sky Drive, which is the District's, even from the houses. I looked it up.

279 Ms. Kramer stated not when it goes into Greens.

280 Mr. Betancourt asked where is Greens?

281 Ms. Kramer stated the ones that are across from the school and back up to the pond.

282 Mr. Leet stated it is basically the entire length of Dark Sky Drive, so neighborhood F.

283 Ms. Kramer stated that back.

284 Mr. Betancourt stated yes, that is the District's.

285 Ms. Kramer stated no, it is not. It is County owned from edge of sidewalk to edge of
286 sidewalk.

287 Mr. Betancourt stated I counted those because I looked at the real estate maps, and from
288 curb to sidewalk down the whole strip, those trees are owned by the District.

289 Mr. Leet stated not that portion.

290 Ms. Kramer stated I beg to differ. If you included them, we know what you bid on.

291 Ms. Kassel stated it is a \$7,000 difference, and we are wondering if Mr. Betancourt can
292 match BrightView's price.

293 Ms. Kramer stated I will make a motion to approve the proposal from BrightView.
294 They are a new vendor. We have had trouble with Servello's tree trimming in the past.

295 Mr. Leet asked does the management company have experience with BrightView in
296 other districts?

297 Ms. Montagna stated yes, they have been around for a long time, just like Servello. We
298 have worked with BrightView, and they are maintaining Celebration currently. Tree
299 trimming is a little different. It is obviously bigger and phased in. They have been
300 responsive. Has Mr. Perez received any complaints yet?

301 Mr. Perez stated no.

302 Ms. Kramer stated they do bring a lift in, is my understanding, and they pull it away
303 from the homes, which is something we missed with Servello. Do we want to include Dark
304 Sky Drive and Cordgrass Place?

305 Mr. Leet asked which proposal is the motion for, the remaining trees for 2021 or the
306 entire community?

Harmony CDD
October 27, 2022, meeting

307 Ms. Kramer stated my motion would be for \$18,810, and we can revisit the areas that
308 are on County rights-of-way. We do not currently have an interlocal with the County to
309 maintain those. I do not think they would be upset if we chose to go in and maintain those,
310 but I think it is important that we have that agreement before we enter into it. My motion
311 is for all the interior tree trimming except Cordgrass Place and Dark Sky Drive, and pulling
312 the trees away from houses.

313

314 Ms. Kramer made a MOTION to approve proposal
315 #464255 from BrightView for all interior tree trimming
316 excluding Cordgrass Place and Dark Sky Drive, in the
317 amount of \$18,810.

318 Mr. Leet seconded the motion.

319

320 Ms. Kassel asked what if we were to approve the one that included Cordgrass Place
321 and Dark Sky Drive, pending an interlocal agreement? Perhaps we can get that interlocal
322 agreement done with alacrity so that it was in place by the time they got to this.

323 Ms. Montagna stated I do not know that we would need an interlocal agreement, but at
324 a bare minimum, we could get a maintenance agreement with the County for those trees.

325 Mr. Haber stated yes, if the District wants to maintain property on a County right-of-
326 way, generally speaking, that is a fairly common occurrence throughout the State. I would
327 say the County will have some form of document they will typically enter into with the
328 District that allows the District to perform a greater level of maintenance to that property
329 than the County would otherwise do on its own. I cannot speak specifically as to what
330 Osceola County requires or enters into, but certainly it is something I imagine would not
331 be a first for Osceola County and would be an arrangement the District could enter into.

332 Ms. Montagna stated it is typically a maintenance agreement. Ms. Kramer is able to
333 amend the motion if she chooses.

334

335 Ms. Kramer AMENDED the motion to approve proposal
336 #464255 from BrightView for all interior tree trimming
337 including Cordgrass Place and Dark Sky Drive in Greens, in
338 the amount of \$21,600, subject to entering into an agreement
339 with Osceola County for maintenance of trees on Cordgrass
340 Place and Dark Sky Drive. If unable to enter into the
341 maintenance agreement with Osceola County within a
342 month, then the motion is to approve proposal #468120 from
343 BrightView for all interior tree trimming only on District
344 rights-of-way, in the amount of \$18,810.

345

CARBON

Harmony CDD
October 27, 2022, meeting

346 Mr. Leet seconded the amendment.

347

348 Discussion ensued regarding a Board member abstaining from the vote on this motion.

349 Mr. Leet stated I have been looking at hiring a tree service for my house, and the result
350 of this would be one less tree on my property. It would be a very small financial benefit as
351 the result of a vote.

352 Ms. Kramer stated I believe all of us have inside trees, so Mr. Leet is good to vote.

353 Mr. Haber stated I did not hear the full discussion on the choice to abstain. Florida law
354 requires a vote unless there is a conflict that would prevent the vote. I did not hear the
355 background on the reason to abstain.

356 Mr. Leet stated I am looking to get my trees trimmed, and this would be one less.

357 Ms. Montagna stated I do not think there is a conflict.

358 Ms. Kramer stated Mr. Leet is good to vote because we all have trees and would end
359 up abstaining.

360 Ms. Phillips stated Mr. Leet is on Dark Sky Drive.

361 Mr. Leet stated yes, which is not currently receiving a benefit.

362 Ms. Phillips stated yes, but the County would do it.

363

364 Upon VOICE VOTE, with all in favor, unanimous approval
365 was given to proposal #464255 from BrightView for all
366 interior tree trimming including Cordgrass Place and Dark
367 Sky Drive in Greens, in the amount of \$21,600, subject to
368 entering into an agreement with Osceola County for
369 maintenance of trees on Cordgrass Place and Dark Sky
370 Drive. If unable to enter into the maintenance agreement
371 with Osceola County within a month, then the motion is to
372 approve proposal #468120 from BrightView for all interior
373 tree trimming only on District rights-of-way, in the amount
374 of \$18,810.

375

376 Ms. Kramer stated if we are going to trim Cordgrass Place and Dark Sky Drive in
377 Greens, which are County owned, we also have two other County owned that are not gated,
378 which are Feathergrass Court and Middlebrook Place. If we can also reach out, we have
379 the ability to do a limited change order. I would like us to speak with BrightView about
380 what it would cost to add those two streets.

381 Ms. Kassel stated yes. The maintenance agreement should include those two streets,
382 also.

Harmony CDD
October 27, 2022, meeting

383 Ms. Montagna stated we will work on that right away.

384 **v. Proposal for Clay Brick Road Area**

385 Ms. Kramer stated we mentioned Clay Brick Road area earlier.

386 Ms. Montagna stated we will be providing two proposals for November: irrigation, and
387 sod.

388 Ms. Kramer stated yes.

389 **B. Field Manager Report**

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

392 Mr. Perez stated I received an interesting email today, finally a follow-up from
393 Advantage Golf Carts ("Advantage") on the Umax. It is bad news, unfortunately. Yamaha
394 only made so many this year and has stopped producing the Umaxes. Unfortunately, the
395 Umax that was ordered for here is one that they are not producing this year. We are not
396 getting the Umax, as discussed. Advantage has sent over additional quotes that were not in
397 the agenda package, but I will include them next month. I was also able to contact Toro on
398 three different types: lithium ion, wet cell battery (normal battery power), and a gas-
399 powered cart. Westco is the only authorized Toro dealer in the State of Florida, with
400 Jacksonville, Lake Mary, and Sarasota locations. I reached out to them regarding
401 governmental purchases through GSA. We do not qualify, from what they are telling us,
402 but we can research that more.

403 Ms. Kramer asked do they have a State contract?

404 Mr. Perez stated they are the only authorized distributor in the State of Florida. They
405 do all their work. Westco does all their stuff with Disney. From what this sales
406 representative told me, and he is providing me with quotes, all three types of carts are one
407 year out. I was able to get a quote, after the agenda package went out, from Global Turf.
408 They have a couple used pieces. We can get two used Cushman carryall-type carts. They
409 are gas powered, but we can get two of them used from 2018 for about \$10,000, combined.
410 A new one is about \$13,000. The Umax we were looking at is about \$15,000. All this will
411 be addressed in the next agenda, but I wanted to give you this update from Yamaha on the
412 unfortunate news on the Umax.

413 Ms. Kramer asked have we received checks for the two? One was stolen and one was
414 wrecked.

415 Mr. Perez stated I have not seen checks yet.

CARBON

Harmony CDD
October 27, 2022, meeting

416 Ms. Kramer stated we received the check for damage to the bathhouse, but not the
417 deductible check.

418 Ms. Montagna stated that is correct.

419 Mr. Perez stated I also followed up with Polaris on the warranty that we are supposed
420 to be reimbursed for, and I have not received any further information since they said they
421 will honor the warranty. We should be getting a check for that, as well. Polaris is not
422 moving forward with the engine replacement. They are not budging on that.

423 Ms. Kramer stated but we are getting the check back.

424 Mr. Perez stated yes, for the warranty. The contact I have has not responded back yet,
425 but I have his email where he says they are honoring the warranty. That helps.

426 Ms. Kramer asked have you had a chance to contact the governmental services
427 maintenance staff about what they would charge us for an engine replacement?

428 Mr. Perez stated no, but I can.

429 Ms. Kramer stated I will ask you to bring that back with the other information.

430 Mr. Perez stated yes.

431 Mr. Morrell stated regarding the splash pad, the water pumps are still on backorder. I
432 was speaking with Andrew from Spies Pool today, and they are putting pressure on their
433 vendor to get the water pumps in a timely manner. They will sign the agreement we sent
434 to them, and I will receive it tomorrow.

435 Ms. Kassel asked that is an agreement our attorney has prepared?

436 Mr. Morrell stated that is correct.

437 Ms. Kramer asked we will receive the water pump tomorrow?

438 Mr. Perez stated no, the signed agreement.

439 Ms. Kassel asked what is the estimated time of arrival (“ETA”) on the pump and
440 installation?

441 Mr. Perez stated the pump is backordered, and we have not received an ETA from Spies
442 Pool.

443 Ms. Kramer stated I am concerned. The Spies Pool proposal said they could get one
444 the next day.

445 Mr. Perez stated I will need to double check that.

446 Ms. Kramer stated that is one of the reasons their proposal was so attractive.

CARBON

Harmony CDD
October 27, 2022, meeting

447 Mr. Morrell stated Andrew is saying he is putting pressure on them because it is not
448 normal. I will call him tomorrow.

449 Ms. Kramer stated I am hesitant. I will ask Mr. Haber to make sure there is a time
450 deadline in the contract. If someone else can get a pump and put it in, which is questionable,
451 I do not want to be waiting indefinitely, like we have been for the Umax.

452 Ms. Montagna asked should we look at other vendors before the contract is signed?
453 Will it have any bearing when Spies Pool signs that contract with no stipulation? They have
454 been reviewing it, which is why we do not have it signed yet.

455 Mr. Haber stated I will have to look at the agreement; I do not have it in front of me.
456 Just to make sure I understand the facts we are dealing with, we have given them the
457 agreement, but it has not yet been signed. So presently we do not have any contractual
458 obligations one way or the other.

459 Ms. Montagna stated that is correct. Before we enter into that contract, if this is
460 something we do not want to be tied to, then should we look at other vendors before the
461 contract is executed? Once it is executed, I do not know that we will have the autonomy to
462 go with someone else because we have waited too long. That is my question.

463 Mr. Haber stated I will have to look at the terms of the agreement to see if it has that
464 specified.

465 Mr. Leet stated the agreement was in the last agenda. It says, "Please note: new pump
466 is currently in stock locally with a one-day lead time for impellor trimming. Price is good
467 for 30 days from date on quote." I am not an attorney, but I do not see that they guarantee
468 they will be installing it within a certain number of days upon signing the contract.

469 Ms. Montagna stated we will review the contract with Spies Pool. If that language is
470 not in it, then if the Board wants to go in that direction, I will pull that contract from Spies
471 Pool and see if we can get the pump from someone else.

472 Ms. Kassel stated or at least amend the contract so it includes that.

473 Mr. Haber stated this is a contract our office prepared, so I just need to look at it. We
474 typically include a delivery timeframe, but not always. I need to look and see if it was
475 included in the form of agreement we are presently waiting on to be signed.

476 Ms. Kramer stated thanks. Our vote last month was not specifically for Spies Pool, so
477 we have some room this next month to work with it if we can find someone.

478 Ms. Montagna stated yes, I want to do that before they execute the contract.

CARBON

Harmony CDD
October 27, 2022, meeting

479 Ms. Phillips asked how big is the pump? Is it large? Will it fit in a suitcase?

480 Mr. Perez stated it is 25 horsepower, so it is a big pump.

481 Ms. Phillips stated if we can find it somewhere else, I would have offered to go get it,
482 but not one that big. My golf cart guy had a used Umax, and he sold it the day before I
483 talked with him about that. I asked him to keep an eye out, but I do not know if we are
484 permitted to buy from small vendors, like he would be.

485 Ms. Kramer stated yes, we can, so keep your eyes out.

486 Ms. Phillips stated then we should all put out the word.

487 Ms. Kassel stated I wanted to come back after this discussion to the two used Umaxes
488 for \$10,000 and see if that is a viable option.

489 Mr. Perez stated they are not Umaxes; they are Cushman and gas powered. They are
490 more like golf course maintenance carts. They are not going to be electric powered, but we
491 talked at the last meeting that we may have to look at gas, due to the fact that everything is
492 taking so long to manufacture and get out. Going back to the splash pad pump, I will add
493 that Celebration had a failed pump for a canal, and it took three months to receive. The
494 supply chain on stuff like this is delayed. If they had one in stock, we will follow up and
495 see if it is still there. I am cautioning you that if we stop the process and we start it again
496 with someone else, it may be an even longer delay in getting this pump for the splash pad.
497 Some of these are manufactured overseas, and they are shipped over.

498 Mr. Morrell stated the two vendors I was working with to get the estimates said the
499 same thing. One said it will be hard to get the specification of the water pump for this kind
500 of splash pad. Then Spies Pool said they could get it quickly.

501 Ms. Phillips stated they said they had to do some impellor trimming, so I do not think
502 they had the right one, anyway.

503 Mr. Morrell stated that is because this water pump has no replacements. It is a dinosaur.

504 Ms. Phillips asked are we required to offer a splash pad in our community?

505 Ms. Kramer stated no, we are not required to, but it is a facility that our residents really
506 enjoy.

507 Ms. Phillips stated after the hurricane, so many places need things. If we keep it closed
508 for another three months, it is not against any kind of rule.

509 Ms. Kramer stated we will continue trying to get it and do our best.

510 Ms. Phillips stated it will be hard because everyone is scrambling for things.

CARBON

Harmony CDD
October 27, 2022, meeting

511 Mr. Morrell stated for the Swim Club, the heater was off during the summer, and when
512 we put it back on, I ran it in test mode to see how it was improving the temperatures, from
513 low to high. The first week had basically no change. The second week, I had my staff do a
514 deep backwash of the filters because months ago when I started working here, this vendor
515 said it probably needed a backwash.

516 Ms. Kramer asked did the backwash fix it?

517 Mr. Morrell stated no. I did it one week just to see. The third week, I proceeded to call
518 the vendor. He was working today, so at 4:00 I saw the heater go from 75° to 81°, which
519 was LP5.

520 Ms. Kramer asked is it working or not?

521 Mr. Perez stated they should have it fixed today.

522 Mr. Morrell stated the person from AAA came today regarding the basketball court,
523 and they fixed the ripples. It is now open for residents to use the court.

524 Mr. Perez stated for the benefit of the audience, the ripples were not from anything the
525 contractor did; the ripples were existing. They pressure washed and cleaned the court. They
526 thought when they put the acrylic on that it would solve that issue, but it did not. He said
527 he could not keep pouring more acrylic or keep applying more coats because it would have
528 made the court uneven in that spot. He came back and ground out the ripples in the concrete
529 and put new acrylic on the top, which will lead into our other discussion regarding the
530 basketball court and resurfacing that took place. I believe the Board had some questions
531 and wanted to discuss it on what we should do going forward.

532 Ms. Kassel stated there is ponding on the court. Mr. Leet has a picture to share on the
533 Zoom screen. We have known for a long time that the original laying of the concrete for
534 the basketball court was faulty and there had been ponding issues pretty much since it was
535 installed. I am the only Board member who has longevity on the Board to know what
536 happened in the past. We also have known in the past that the only way to correct that is to
537 rip the whole thing out and re-lay the concrete with a 1-inch slope so the water drains off.
538 That is a very expensive proposition. It is one of the reasons the previous Boards did not
539 take any action on doing anything with the basketball court, including repainting it, because
540 it felt like we were just putting lipstick on a pig. My feeling is, it is not a happy thing to
541 still have ponding. We thought there would be patching work that would reduce ponding,
542 but apparently, that has not been the case. The contract did not guarantee that there would

CARBON

Harmony CDD
October 27, 2022, meeting

543 not be ponding if the slope was less than one inch. The only thing that we had to go on was
544 that we were supposed to be informed beforehand before they painted the court if the court
545 did not have the one-inch slope. We were not informed, but in any case, what would we
546 do? We would have to rip it out and replace it.

547 Ms. Kramer stated that is not necessary. It is true that we could have chosen to not go
548 forward with the resurfacing. In the contract, in addition to the 1% slope note, there is also
549 a statement of the process that the contractor was going to go through to repair as much
550 ponding as possible. That was to flood the court, to allow the court to sit in open sun for
551 one hour, and then to measure the ponding areas. In the ponded areas that had more than
552 one-eighth inch of water, then concrete leveler would be added to bring those up prior to
553 the acrylic being put down. My understanding is, they did do some of that. They put some
554 leveler down, but it appears that not enough leveler was put down because as you can see
555 from the photograph, we have significant ponding right at the center of the court. At the
556 one end of the court closest to Schoolhouse Road, there is quite a deep ponding area. We
557 have done some research and some measurements. We were out there doing elevations
558 across the court in those particular areas. We have a graph that shows some of the problems
559 that we see. In the two bottom graphs, the higher one is a cross-section of the center line
560 of the court from side to side. You can see where the ponding area is. With the addition of
561 more leveler, we should have been able to get much less ponding. In the agreement, the
562 acceptance was that they would only be required to fill the areas that were deeper than one-
563 eighth inch. It is a given that at points in the basketball court, we will have at least one-
564 eighth inch of ponding. However, in this particular area, we have more than the one-eighth
565 inch of ponding. In fact, through the center of the court, when you take away the one-eighth
566 inch allowance, we have basically a one-quarter inch ponding area, a significant ponding
567 area. In the other area on the other end of the court closest to Schoolhouse Road, we have
568 more. The deepest ponding areas, when you remove the one-eighth inch allowance, after
569 not just one hour but four hours of sitting and evaporating, we have areas that are three-
570 quarters inch deep. My understanding is that concrete levelers have different qualities.
571 Some will fill depressions up to three inches. I am not sure what style of levelers they used
572 or how much. What I would have liked to have seen is, once they stripped and ground the
573 court and measured and determined we did not have a 1% slope, they would have come
574 back to us and said some can be leveled up and given us an option. They could have said

CARBON

Harmony CDD
October 27, 2022, meeting

575 they can only get it to a certain level, or they could do a change order and add more leveler
576 to get it to another level, or they could have given us some options. Instead, our options
577 were foreclosed by them moving forward. What I would really like magically to see is for
578 us to have those low areas releveled and refinished. I think we all knew going in that we
579 would never have a situation where the water would sheet flow off our court. We are always
580 going to have some water, but these depths of ponding in certain areas are critical.

581 Ms. Phillips asked has the ponding hurt the court over time, or is it just an issue when
582 people are playing ball?

583 Ms. Kramer stated it is when they are playing ball, but also the more water that sits, the
584 more algae will grow. We saw that before we did the project. It can cause the court to be
585 very slick and slippery, and thus, dangerous.

586 Ms. Phillips stated it is pretty crucial.

587 Ms. Kramer stated yes, that we reduce the ponding as much as possible.

588 Ms. Phillips asked did we pay the bill already?

589 Ms. Kramer stated we paid half of it up front.

590 The Representative from AAA stated I know when Rick initially got there and we
591 flooded the court, we did discover that it did not have the slope that it should, that it was
592 holding water. We call them birdbaths, very deep ones. It was holding birdbaths all over
593 the court. At that point in time, we spoke with Mr. Morrell, which is when we realized we
594 had the problem, and we started patching it. We explained at the time that what we could
595 do with the court was patch it to the best of our ability. However, when we patch it, it is
596 just going to cause it to shift from one spot to another. The water would just continue to
597 move from one spot to another, just because of the base condition of the court. It was
598 actually discussed at that time how we could fix this problem. We said the only way to fix
599 the problem would be to demolish the court and start with a new one.

600 Ms. Montagna asked before you put the acrylic down, you are saying your technician
601 spoke with Mr. Morrell?

602 The Representative stated yes, I am.

603 Ms. Montagna stated Mr. Morrell is saying that is not accurate. Your technicians talked
604 with Mr. Morrell after the acrylic was put down.

605 Mr. Perez stated after the patching had already started.

Harmony CDD
October 27, 2022, meeting

606 The Representative stated there were patches down. The acrylic resurfacer took
607 pictures when Mr. Morrell was out there, and we had patches on the court.

608 Mr. Perez stated Thursday, October 13, 2022, at 4:47 p.m. Patches are down on the
609 court. The discussion did not happen until Friday, after the acrylic was done, after the paint
610 was done.

611 Ms. Kramer asked do you have a limit of the amount of leveler that you use when you
612 go into a job like this?

613 The Representative stated there is a specific mix that you make patching with, and with
614 a concrete court, putting the patches on concrete courts, realize that about 90% of courts
615 are actually asphalt and have a concrete base. A couple things needed to be done with this
616 on the concrete. You would never go in and put a two-inch or a three-inch layer of concrete
617 on top of a court.

618 Ms. Kramer asked do you use actual leveler? It is not concrete, as such. There are
619 leveler materials for concrete slabs.

620 The Representative stated actually, it is a combination of concrete that is mixed. You
621 use Portland cement, and it is mixed with patchfinder. That consists of Portland and sand
622 and is what you create a patch with. It gets poured into the areas where it needs to go, and
623 you put it down with a squeegee, just like you do the paint.

624 Ms. Kramer asked you do not use self-leveling leveler?

625 The Representative stated no, not at all. I have never even heard of self leveling, and I
626 have worked for three different companies. I have never heard of anything called leveler.

627 Ms. Kramer asked is there anything you can do to this court at this time to reduce the
628 deep ponded areas?

629 The Representative stated no, there really is not. We have a recommendation to fix it
630 properly so there will not be this problem on the court, the condition of the base court is so
631 bad that the only way to fix it would have been to demolish it and lay a new one.

632 Ms. Kramer stated the question to the Board is, did AAA complete the job with the
633 scope of work as described in their contract. If not, what are we going to do to remedy it?

634 Ms. Kassel asked what tells you that they did not complete the scope of work, aside
635 from the fact that they did not inform us before they started painting that the ponding areas?

CARBON

Harmony CDD
October 27, 2022, meeting

636 Ms. Kramer stated one item on their scope of services said the contractor will patch the
637 depressions greater than one-eighth inch. That obviously has not been done. We have a lot
638 of depressions that are greater than one-eighth inch.

639 Ms. Montagna asked did she say why that was not done according to the contract?

640 Ms. Kassel stated she said when you patch one area, if it does not have a one-inch slope,
641 then it will just move to another area.

642 Ms. Kramer stated which is not necessarily accurate.

643 Mr. Leet stated the contract says it needs to have a one-inch slope to guarantee removal
644 of water, but I do not think that is the issue we are discussing. We are not expecting
645 complete removal.

646 Ms. Kramer stated exactly.

647 Mr. Leet stated there are still depressions.

648 Ms. Kramer stated we expect that because it is not sloped. Understand the one-inch
649 slope is on the high side of what is required for basketball courts. If it is from side on a 60-
650 foot slab, it would mean a 7.2-inch difference in height from one side of the slab to the
651 other, which is significant. The other issue is, if the crown is in the center and you have it
652 sloped out from the center, it will be a 3.6-inch slope from the center to each side. That is
653 a pretty significant slope. I am not sure.

654 Ms. Kassel stated maybe we speak with our attorney about how to think about this,
655 considering the proposal, the work that was done, and what our options might be.

656 Mr. Haber stated if we can draw the conclusion that the contractor failed to fully
657 perform the agreement, which would be by virtue of showing that there are areas of the
658 court that have depressions greater than one-eighth inch, presumably to fully perform under
659 the scope of the agreement, any depression greater than one-eighth inch was to be repaired
660 through a patch. I think it is fair to conclude that full performance of the agreement would
661 have resulted in no depressions on the court greater than one-eighth inch. To the extent
662 those exist, I think the District can take the position that the services under the contract
663 were not fully performed. I know a representative from the company is on the call, and I
664 do not know if there is any explanation for why there would be depressions greater than
665 one-eighth inch, given that scope of services, but I think it gives the District the position to
666 have some recourse against the contractor moving forward. I think you can demand full
667 performance. I do not know anything about how that works, whether full performance

CARBON

Harmony CDD
October 27, 2022, meeting

668 means they have to remove the cover to then fix the depressions greater than one-eighth
669 inch and then replace the cover. That may be. I think that is the most straightforward way
670 to address this issue, and it would get the District in the position that it thought it would be
671 in if the contractor performed in accordance with the terms. I think that would be my first
672 option what to do. The contractor's response to that would then show where we go from
673 there. If they are willing to do it, that would be great, and there would be no depressions in
674 the court greater than one-eighth inch, and you would get it resurfaced as contemplated by
675 the agreement. You have the right to demand that, given the terms of the agreement and
676 the obligation the contractor has under that agreement.

677 Ms. Kassel stated thank you. Shall we hear a response from AAA?

678 The Representative stated this is something I need to discuss with Rick, the owner of
679 the company. He is in a meeting. He was on property and met with them. I absolutely need
680 to share this specific information with him because he needs to hear this and we need to
681 figure out how to address it for it to be in a condition that is acceptable to you. I do not
682 know what our next step is moving forward, other than for him to come out and meet with
683 someone and figure out exactly what we can do to resolve it so that the court is to your
684 specifications and that we have it to spec on one-eighth inch.

685 Mr. Leet stated we are clear there will be some water. I think we are talking about one-
686 eighth inch versus three-quarters inch.

687 The Representative stated yes and that is a very large difference. We will definitely
688 correct that issue.

689 Ms. Kramer stated we will leave it with AAA and the management team to come up
690 with a resolution and let us know what that is.

691 Mr. Morrell stated next I have HOA signs. I talked with them about the 12 Harmony
692 signs. They gave us a partial price of \$2,100, which does include a 10% discount,
693 installation, and delivery.

694 Ms. Kassel asked which signs are we talking about?

695 Ms. Montagna stated interchangeable wording on the directional and informational
696 signs.

697 Ms. Kassel asked do you have a proposal that shows what it looks like?

698 Mr. Morrell stated I am waiting for that. I spoke with them. Our signs measure four
699 feet by eight feet, and they are showing this price for smaller signs. He will talk with his

CARBON

Harmony CDD
October 27, 2022, meeting

700 manager and contact me tomorrow because it might be a higher price, or it might be the
701 same at \$2,100.

702 Ms. Kramer stated I would like a list of what it includes, if it is just months of a year
703 and dates, or whatever. The other thing we could do is, there are ways to get the same. We
704 already have the backing, and theirs includes the backboard you attach it to. Maybe we can
705 design something that we can have our own sign company work with us and have an
706 interchangeable sign. There are different ways to accomplish that, but let us see what they
707 come up with.

708 Mr. Morrell stated I talked with him, and he said he will send a different design of the
709 Harmony sign including the different options.

710 Ms. Montagna stated he knew he was waiting on something, but he wanted to give you
711 an estimated price today, being they could not get him the proposal in time.

712 Mr. Morrell stated regarding electric box replacement at Buck Lane and the dog park,
713 I spoke with the vendor. He was not able to sign the agreement because he was getting
714 legal assistance to read the contract. He told me this afternoon that he will sign the
715 agreement, and he will send it to me tomorrow.

716 Ms. Montagna stated at the last meeting, the Board approved Access Air, and they did
717 not reach the insurance requirement. It was sent back to us to ask if the District will waive
718 the insurance requirement, which sometimes we do and is at the discretion of the Board.
719 However, this Board has never waived the insurance requirement. I spoke with the Chair,
720 and being that this Board has never waived the insurance requirement, there was no reason
721 to bring it to you. So we moved to the next vendor, which was Heavenly Air. They were
722 able to reach the insurance requirement, and I have now sent their proposal to Mr. Haber
723 to draft the agreement. They have the proper insurance, and they sent over their insurance
724 certificate and W-9, so they meet the requirements.

725 Ms. Kramer stated they are working at quite a bit of height on our property, so insurance
726 is critical.

727 Ms. Montagna stated yes. I wanted to let the Board know this, and it is in the works.
728 Once Mr. Haber sends me the agreement, I can provide it to them, get it signed, and then
729 they will be able to start the project.

730 Ms. Kassel stated the dog park gates need readjustment. People open the gates and let
731 them slam behind, which gets things off kilter. They need to be checked every week or so.

CARBON

Harmony CDD
October 27, 2022, meeting

732 Mr. Morrell stated I was sending a staff member to adjust the gates every week.

733 Ms. Kramer stated maybe as they service the dog pots, they can keep a wrench with
734 them and check the gates at the same time.

735 Mr. Morrell stated yes.

736 Ms. Phillips stated maybe we can discuss an access card entry.

737 Ms. Kramer stated no.

738 Ms. Montagna stated we have been down that path before.

739 Ms. Kramer stated it is expensive.

740 Mr. Leet asked in talking about the site audit, what we see in the agenda are the follow
741 ups. You have to go back to the previous agenda to track down more detail of what the
742 items were. Are we thinking that will be an ongoing thing that is updated? Is it a snapshot
743 in time for what you have and what you are working on?

744 Mr. Perez stated the responses should be tied to the current report in the agenda.

745 Ms. Montagna stated every month when the site audit is in the agenda, it is a current
746 site audit that was done.

747 Ms. Kramer stated no site audit was included. It was just the update to the site audit.

748 Mr. Leet stated I wanted to know if this will be the case going forward.

749 Ms. Montagna stated no.

750 Ms. Kramer stated all this information will be online for us to be able to access.

751 Mr. Leet asked through the dropbox program?

752 Mr. Perez stated we took out the less pertinent information.

753 Ms. Kramer stated it needs a lot of storage.

754 Mr. Perez stated it still needs to be considered to put in there because if you use your
755 District laptops that are not Inframark laptops, then you will lose all that information.
756 Having it in dropbox is not necessarily a bad idea.

757 Ms. Kramer stated I would rather not ever see copies of resident checks or driver
758 licenses.

759 Ms. Montagna stated that should not be in there.

760 Mr. Perez stated my point to that is, you have two District-owned laptops that you are
761 working on. If either of those computers crashes, there is no backup on those.

762 Ms. Kramer stated put it somewhere else in the Inframark system that we cannot access.
763 I do not want that kind of information to accidentally get out.

CARBON

Harmony CDD
October 27, 2022, meeting

764 Mr. Perez stated dropbox is updated. It should have project lists, inventory lists, and
765 checklists when the guys do inspections they are working on. You should be able to use
766 the same login information we sent and view it.

767 Ms. Kramer stated if all that is working properly, then the actual site audit does not
768 need to come to us in the agenda package. It is something we can access on dropbox.

769 Mr. Morrell asked do you want me to add the inspection report to dropbox?

770 Mr. Perez stated yes, that is what she is saying. If the Board wants to see it in the agenda
771 package, we can do that.

772 Mr. Morrell stated the inspections are mine, of all the landscaping and projects.

773 Ms. Kramer stated I am struggling with the reporting of every little thing, the problem
774 we are having with Servello to us. I do not think we need to know every little thing. We
775 need our field services staff to be able to quantify what Servello is or is not doing, and for
776 that which they are not doing but is required under the contract, you need to put a dollar
777 amount for it.

778 Mt. Perez stated we cannot do that; we did not price the contract that way for us to
779 determine a dollar amount per service skipped or not rendered. It would be a percentage.

780 Ms. Kramer stated I think we discussed it in the contract. I worked with Mr. Michael
781 Eckert on that.

782 Mr. Perez stated we have no line item pricing. How would we do that?

783 Ms. Kramer stated there was a percentage you took. Mowing, for example, you take
784 the line item for how much mowing is and divide it by number of mows. If they miss 10%
785 of the mowing for two weeks, then you calculate how much that would be, and we need to
786 deduct it. If we are unable to do that, then we need to say they are not performing, so we
787 need to go out to bid for landscaping.

788 Ms. Montagna stated I would like to speak to that. For months and months, field staff
789 and I have been coming to these meetings and telling you Servello is failing. It has been
790 reported in a physical report that has been in the agenda month after month after month.
791 You, as a Board, decided to go out for a request for proposals (“RFP”). We put that RFP
792 together, and you chose Servello again. Servello is continually failing. I do not know what
793 more we and your field staff can do, and your field staff gets beat up about holding
794 Servello’s feet to the fire. That is not fair. They are holding Servello’s feet to the fire. Short
795 of us going out and beating them over the head, we cannot force them to do anything. We

Harmony CDD
October 27, 2022, meeting

796 hold their feet to the fire. We bring it to your attention. We do not have the authority to
797 hire or fire or withhold money. We bring it to the Board's attention. Residents send in
798 complaints. Ms. Kramer sends in pictures. We have received dog park pictures. You all
799 send it in, and you all know what is going on. We cannot do anymore than we are doing to
800 tell you they are failing. They were failing before you went out for RFP. They are still
801 failing. There is no more.

802 Mr. Perez stated I want to clarify the inspection report. It is not a monthly recap of
803 everything overall that has happened. That would be something we would need to change
804 so that every week you are getting a report showing each week of the month. The monthly
805 field inspection report is a snapshot of a drive through the community to identify what areas
806 look good or need work or need a proposal. It is either landscape or other field related. He
807 is pointing out field-related issues that he is adding to his project list. It is a recap for you,
808 as a Board, for when you are going to your meetings, you can review the items. It is not a
809 weekly report. To Ms. Montagna's point, we have pointed out deficiencies over and over
810 and over. Tree trimming issues, for example.

811 Ms. Kassel stated when we made the decision to go with Servello, we had a fairly
812 extensive discussion. We spoke with the engineer also about whether or not we could trust
813 other vendors to do as good a job and problems with staffing or supplies. Essentially the
814 answer was, they are pretty much all the same, so why should we spend another \$100,000
815 or more to go with another vendor we do not know about when we would not be guaranteed.
816 I want to hear from the attorney about what our recourse is at this point to try to get our
817 landscaping contractor to perform better.

818 Mr. Haber stated I think the strongest recourse you have is to withhold payment for
819 failure to perform. The contract contemplates that. It acknowledges that landscape
820 maintenance is unlike a service, like the basketball court where you have work performed,
821 it is completed, and you have the benefit of it when the work is performed. Landscape
822 maintenance is different because, if it does not get done and your plants look bad but they
823 do not get to them for two weeks or longer, you do not get the benefit during those two
824 weeks. The contract recognizes that, and they are not entitled to payment for fixing a
825 missed maintenance item later because it does address the fact that you went for two weeks
826 with it looking bad. We went out of our way, knowing there was a risk perhaps that Servello
827 may not perform, to try to provide as many rights as possible for the District to withhold

CARBON

Harmony CDD
October 27, 2022, meeting

828 payment for failure to perform. I think that is your strongest remedy. You are entitled to do
829 it under the Florida Prompt Payment Act. You are entitled to do it under your agreement
830 with them. If they are not getting paid, they will either feel that pressure and start
831 performing, or not. The other thing you absolutely have the right to do is terminate the
832 agreement and look for a new contractor if you are dissatisfied with the services that are
833 being provided. Absent from withholding payment, there is not much else you can do. As
834 Ms. Montagna said, you cannot force them to do something that they are not doing.

835 Ms. Montagna stated we did withhold payment. We withheld \$3,800 last month for
836 missed services. We have documentation of missed services. To Ms. Kramer's point, that
837 is exactly what Mr. Perez did last time. For the stuff that was missed, we looked at the
838 contract, took a percentage of it, and that is what we withheld. We let them know, but they
839 did not say much. They did not feel that coming to the Board to argue about \$3,800 was
840 worth it, so he did not bring it up when Mr. James Whitaker was here.

841 Ms. Kramer stated I think he knew he was in the wrong.

842 Ms. Montagna stated that could have been; I do not know. We had a conversation with
843 him. We can continue doing that, but services still will not change.

844 Ms. Kassel stated at least we are not paying for services we are not getting.

845 Mr. Leet stated we have been under the new contract for four weeks. In the process of
846 negotiating that, understanding inflation, we understand the costs went up, and we tried to
847 counteract that with secondary consequences. We reduced the scope a little bit, and in that
848 discussion, we brought this up. We have all been here. We have all been to these meetings.
849 We all live here. We know there have been issues with them in the past. I do not remember
850 the exact conversation, but we said we are under contract and we are paying them more for
851 the same services. My thoughts are, if we can keep using that as a screw we can turn, it is
852 keeping the pressure on them in a tangible way.

853 Ms. Montagna stated the fact is, when Mr. Betancourt is standing here giving his
854 update, no one tells him anything. No one says a word to him about why something looks
855 like this. You see it in your reports.

856 Mr. Leet stated we did not see it this month.

857 Ms. Montagna stated one month you did not see it in the agenda, but it has been in there
858 every month previous. For months and months, they were not even responsive to the

CARBON

Harmony CDD
October 27, 2022, meeting

859 reports. I am not sure what we can do, but we will continue to keep track of what they do
860 not do and withhold money.

861 Mr. Perez stated this will come off as being blunt, but I am being honest because I come
862 from the landscape side of things. Are you more concerned with saving money? Or are you
863 more concerned with making your community looking as good as possible?

864 Ms. Kassel asked how do we do that when we have a contract? Do we fire them and
865 hire someone else, and then have to charge the residents more?

866 Mr. Perez stated nothing prohibits you from going out for an RFP. If you do not like
867 the price, you throw it out.

868 Mr. Leet stated this is our biggest budget item. If we have to spend the money, then we
869 want the results.

870 Mr. Perez stated that is my point. Withholding money every month and getting the
871 same result over and over is not going to improve the appearance of the community.

872 Ms. Kassel asked how long have we been withholding payment?

873 Mr. Perez stated we just started last month.

874 Mr. Leet stated that is what I am saying: keep turning the screws.

875 Ms. Kassel stated yes. Keep doing it.

876 Ms. Kramer stated we have seen no improvement. Actually, it was not last month but
877 the month before. We can withhold money again for this past month. You would have
878 expected, in fact, we saw significant improvement with the RFP was out. I noticed it.

879 Mr. Perez stated sure, any landscape company is going to turn it up if they are bidding
880 on it.

881 Ms. Kramer stated that is what I am saying; they can do it. They know how to do it.
882 You would have thought if that was the case, they would have continued on for at least the
883 first month of the contract.

884 Mr. Leet stated we have the legal standing to do so.

885 Ms. Montagna stated we have always had it. They do not care.

886 Ms. Kramer stated we can go out to RFP again. Our problem last time was, almost
887 every community development district in the area was out for RFP at the same time. There
888 were a lot of landscape companies that did not want to over extend if they got the contracts
889 they bid on, so they were not willing to bid on ours. Things have changed now. They know
890 pretty much what their business is going to be for the next couple years. Am I right?

Harmony CDD
October 27, 2022, meeting

891 Mr. Perez stated it changes every month.

892 Ms. Kramer stated I understand, but the big crunch was the start date of October 1.
893 Also, the slowest time and the most money you will make as a landscape firm is starting
894 now through March. Now would be the time because a new vendor will want to get on
895 during the slow period. They will be less likely to come on if you wait and do it in March
896 because you are angry and Harmony looks really bad. That is my proposal. Do we have to
897 give them notice of termination now? Or do we just go out for an RFP?

898 Mr. Perez stated go out for an RFP. We will run it. They will see the advertisement; it
899 will be a public bid because it is over the threshold. We will publicize it again. The first
900 step is to bring the scope back. I know we just approved it, but there is a discussion tonight
901 at some point about another piece that was added to it regarding roadway mowing. Is that
902 going to be on or off?

903 Ms. Kramer stated it is an option.

904 Mr. Perez stated my point is, the Board has to approve the scope. Once it is approved,
905 I will get the RFP package set and ready to go, we will publicize it and run the whole thing
906 again, and hopefully more vendors show up. It was a public bid. Six firms picked up the
907 package, but only four attended the meeting, and one did not turn in a bid. So three out of
908 six ended up turning in a bid.

909 Ms. Kassel stated one was disqualified.

910 Ms. Kassel stated yes because they did not provide a bid bond.

911 Ms. Kassel asked in the other districts you manage, are their landscapers performing
912 better than Servello is performing?

913 Mr. Perez stated it depends on the account manager.

914 Ms. Montagna stated that is correct.

915 Mr. Perez stated yes, we have some districts that are looking very, very good right now,
916 and other not.

917 Ms. Kassel asked are they this big?

918 Ms. Montagna stated they are bigger.

919 Mr. Leet asked are any where Servello is the landscape contractor looking good?

920 Ms. Montagna stated no.

921 Mr. Perez stated in all honesty, other districts where your current vendor maintains
922 landscaping are considering RFPs right now.

CARBON

Harmony CDD
October 27, 2022, meeting

923 Ms. Montagna stated one is actually going to RFP now, and the other is considering it.

924 Mr. Leet stated we can start the process now.

925 Mr. Perez stated it does not cost you anything. I am not charging for this.

926 Mr. Leet stated we either see improvement, or we do not.

927 Mr. Perez stated a recommendation would be to request Mr. Whitaker come back and
928 actually question him. Ask him pointed questions. Tell him, the last time we went out for
929 RFP, they made the place look phenomenal. You retained the work, and then it goes back
930 downhill. Why? What is causing that? Yes, it is their off season. It is typically bi-weekly
931 mowing. That does not mean anything. Bi-weekly mowing just means mowing. They still
932 have duties to trim and pull weeds. That is not a visit. Nowhere in the specifications does
933 it say that is one week.

934 Ms. Kramer stated what worried me about what Mr. Betancourt said was that now is
935 the time they are going to hedge and pull weeds, but our weeds grow all year round. Hedges
936 grow all year round. Are we happy with the scope of work we went out to RFP before?

937 Mr. Perez stated it is a very standard scope.

938 Ms. Kramer asked if we are, can we just approve that scope now and set the RFP in
939 process? Why wait until after November?

940 Ms. Montagna stated if that is the case, I will ask the Board to make a motion specific
941 that we use the scope approved for the last RFP with no changes but that exact scope.

942 Ms. Kassel asked does that scope include the rights-of-way?

943 Ms. Montagna stated it was either way. They provided a bid to include rights-of-way
944 and to exclude rights-of-way. So you will see both prices.

945

946 Ms. Kassel made a MOTION to approve the request for
947 proposals package for landscape maintenance services, with
948 no changes to the current scope of services, and to direct staff
949 to solicit bids.

950 Mr. Leet seconded the motion.

951

952 Upon VOICE VOTE, with all in favor, unanimous approval
953 was given to the request for proposals package for landscape
954 maintenance services, with no changes to the current scope
955 of services, and to direct staff to solicit bids.

956

CARBON

Harmony CDD
October 27, 2022, meeting

957 Ms. Kramer stated previously, our attorney recommended that we include a contract
958 form within the RFP so they know what our contract looks like and cannot complain later.
959 I would like to include that form of contract, also.

960 Ms. Montagna stated yes, we can do that. We do that in other districts with RFPs.

961 Mr. Perez stated we just include a sample contract.

962 Ms. Montagna stated it will be the same as we did in Harbour Isles. Mr. Haber will
963 provide the contract, and it will be a standard contract for Harmony. It will be subject to
964 some changes.

965 Mr. Haber stated we can use the format you already negotiated with Servello. We will
966 pull out the details, but all the various terms will be included. Presumably we would apply
967 them to any contractor.

968 Ms. Montagna stated yes.

969 Mr. Perez stated I will ask Mr. Haber to update that agreement minus the current
970 vendor's name and send it over.

971 Mr. Haber stated yes, I would be happy to do that.

972 Ms. Kassel asked if the RFPs come in well above our budget, how will we address that?

973 Mr. Perez stated you can throw them out.

974 Ms. Montagna stated not necessarily throw them out. There are different ways to
975 address it. One, can you find the money? I can provide those answers to you. At that point,
976 it is a determination if you want to pay that extra money out of reserves or unassigned cash
977 to be able to cover the deficit. I am not a landscape expert, so this is a guess, but you went
978 out to RFP not too long ago. I do not know that the price will change that drastically over
979 the past few months, to be that far out of whack from what you currently have.

980 Ms. Kassel stated the price differential with Servello was substantial.

981 Mr. Perez stated it should not be much higher, and hopefully we will have more bidders
982 that are in line with the current budget.

983 Ms. Kramer stated it is possible we might get bids from some of the others that were in
984 line but did not want to bid because of the other outstanding bids they had. They might be
985 more in line with what we are paying now.

986 Ms. Montagna stated ultimately, if you want to stay with your current landscaper, you
987 have that option, as well. At a bare minimum, it will give you some options.

Harmony CDD
October 27, 2022, meeting

988 Ms. Kramer stated I wanted to address the question of rights-of-way. I do not think the
989 full picture was provided in the letter that was sent. I want to provide that now, and I will
990 ask Ms. Kassel to pitch in where needed. Harmony, when it was first developed which has
991 been mentioned already, the developer made the determination that the rights-of-way on
992 boulevard streets would be maintained by the then-developer, because the developer
993 controlled the District. The intent, as was mentioned before, was mainly for marketing.
994 They wanted a uniform look so that they could market their products and show people
995 through the boulevards in order to do that. In doing so, they also put irrigation systems
996 through those areas, which were also owned and operated by the District. We were paying
997 not only for mowing, but irrigation. We will continue to pay that because we are not going
998 to separate out those irrigation systems. You will maintain that benefit, but the RFP we
999 accepted, we took out the actual mowing, which was rather expensive. The cost savings
1000 under Servello was about \$17,000, and it went all the way to another vendor who bid on it
1001 to \$120,000. You can imagine that mowing all that right-of-way area with trees in it is
1002 labor intensive, as well as having to edge both sides of that strip. Before we made the
1003 decision, I spoke with a couple of the landscape providers that work in Harmony. I asked
1004 if the District does this, would they double the bill to the homeowners or what would they
1005 do with those bills. Most of them said they would not add anything to the bill. They said it
1006 was nothing to add to the cost to the residents. It made sense that as the landscaper is out
1007 on the lot, that they are mowing all that uniformly. Also, as you look out, if you look at
1008 Osceola County or the City of Saint Cloud or the City of Kissimmee, any local
1009 government—not just in Florida but anywhere in the United States—they all own those
1010 rights-of-way, the areas between the sidewalks and the curbs. Sometimes, they do not even
1011 have sidewalks, but it is just an imaginary line at the edge of your property. In Saint Cloud,
1012 we had this situation. They owned it. It was their right-of-way, and they could take it at
1013 any time and expand the street, but you, as a resident, were always expected to maintain it.
1014 Here in Osceola County, if you look, everyone on the County-owned streets with County-
1015 owned rights-of-way, they are expected to maintain all that area, and it has always been
1016 that way. This is the way it is done.

1017 Mr. Neale stated these are not rights-of-way; these are deeded, and the District owns
1018 that strip.

CARBON

Harmony CDD
October 27, 2022, meeting

1019 Ms. Kramer stated it is considered right-of-way. It is the same thing. It is the area
1020 between the sidewalk and the curb.

1021 Ms. Kassel stated the District owns it.

1022 Ms. Kramer stated yes.

1023 Mr. Neale stated the District owns it, and you are asking someone who does not own it
1024 to maintain it.

1025 Ms. Kramer stated that is correct. People who do not own the right-of-way for County-
1026 owned property, the County owns the right-of-way in front of the house where I used to
1027 live in Saint Cloud. They own it, just like the District owns the strip between the sidewalk
1028 and the curb.

1029 Mr. Noble asked does the County have an irrigation system there?

1030 Ms. Kramer stated not that I know of. We can take that out. I do not think we want to
1031 do that. In Saint Cloud, for example, if I were to put a full irrigation system into my
1032 property, just like here in 90% of the properties throughout Harmony, when you put in an
1033 irrigation system, you also irrigate the right-of-way. You treat that land, adjacent to your
1034 home or on either side of the corner which may be quite a bit of land, as your own. You
1035 get the right to use it. You get to cross it. You get to park next to it. You get to use it.

1036 Mr. Noble stated so does everyone else who goes to the basketball court.

1037 Ms. Kramer stated that is correct. When people drop their kids off at school, they get
1038 to use my right-of-way, also. But I am required to maintain it, just like others are required
1039 to maintain theirs. What you do not realize is, the bulk of Harmony maintains their own
1040 right-of-way.

1041 Mr. Noble stated it is not the same traffic.

1042 Ms. Kramer stated yes, it is. Come and visit me during school hours.

1043 Mr. Neale stated you are the exception.

1044 Ms. Kramer stated no, there are quite a lot of homes, and it goes all the way down
1045 Beargrass Road and Cupseed Lane.

1046 Ms. Montagna asked are we going to get into a back-and-forth conversation?

1047 Ms. Kramer stated no, I am done. What I am saying is, it is also an equity issue. We
1048 cannot make it totally equitable with all the residents because our irrigation system is
1049 through there. You will still be getting a considerable benefit, in that, the District will still
1050 irrigate it.

CARBON

Harmony CDD
October 27, 2022, meeting

1051 Mr. Neale stated I would still like to hear what the legal basis is for someone who does
1052 not own the land to be expected to maintain it. If you can point to a Statute or a law that
1053 allows for it, then that will make more sense to me, and that should have been stated in the
1054 letter rather than just a brief statement saying we are now responsible for this.

1055 Ms. Phillips stated I have lived in a lot of places, and I have always had to maintain the
1056 right-of-way.

1057 Ms. Montagna stated it is standard.

1058 Ms. Phillips stated I had to take care of ice and snow on the sidewalk, and I have always
1059 had to take care of that section. This is not unusual. I do not know if you have owned homes
1060 in other areas.

1061 Ms. Montagna stated I will ask Mr. Haber to weigh in on the legality of this issue.

1062 Mr. Haber stated traditionally and what I see across the State for the numerous clients
1063 we represent, the right-of-way portion adjacent to a lot is maintained by the homeowner.
1064 That is 100% accurate, notwithstanding the fact that the property is owned by the District.
1065 The maintenance expectation is on the part of the homeowner. The question of what
1066 obligates the homeowner to maintain that portion is a little more fact specific. I do not
1067 know if this is the case or not in Harmony because I have not reviewed your declarations
1068 of covenants and restrictions in detail to know, but in many communities, it is quite
1069 common that the declaration of covenants and restrictions recorded against the various lots
1070 specify that, notwithstanding the fact that a homeowner may not own the right-of-way
1071 between the sidewalk and the curb, that homeowner is still obligated to maintain that
1072 property. That is not something the District enforces, but it is an obligation that every
1073 homeowner has and every homeowners association (“HOA”) has the right to enforce. The
1074 way you actually see it work, similar to what you saw earlier in the meeting where I was
1075 asked about the District maintaining certain trees in County-owned rights-of-way, often
1076 units of government do not maintain property to the same level that a homeowner wants
1077 their property maintained. The same way a homeowner may be arguing that they do not
1078 have an obligation to maintain the property, the District has every right to say we are only
1079 going to maintain the property to the extent we feel is appropriate. If that is the case, we
1080 will mow it four times a year. The District would have every right to do that, as well. For
1081 the purpose of a homeowner ensuring that their home, because more often than not, the
1082 area we are talking about appears to be part of the lot for each individual home, it is quite

Harmony CDD
October 27, 2022, meeting

1083 common for the homeowner to maintain that area. As far as the legal obligation to do it, I
1084 refer back to what I was saying earlier, that commonly in covenants and restrictions that
1085 are recorded against each lot, whether that is the case here, I will need to review. Beyond
1086 that, sometimes other aspects may impose that obligation. Sitting here today without
1087 having reviewed this issue in advance, I want to reserve the right to review that in more
1088 detail before I speak more in depth about what right the District has to impose an obligation
1089 for that maintenance.

1090 Ms. Kassel stated I will ask Mr. Haber to review that and provide something in writing
1091 for the agenda for our November meeting.

1092 Mr. Haber asked was the request to look into what right the District has to obligate
1093 homeowners to maintain the District-owned rights-of-way?

1094 Ms. Kassel stated yes.

1095 Mr. Haber stated I would be happy to do that.

1096 Ms. Montagna stated we can address this at the November meeting.

1097 Ms. Kramer stated as everyone has heard already, we are going out for RFP for
1098 landscaping again. We will again be asking the landscape vendors that bid on the package
1099 to bid it two ways: one including maintenance of the boulevard rights-of-way, and one
1100 excluding maintenance of the boulevard rights-of-way. Based on the amount of savings we
1101 might see at that point, a different decision might be made, but I cannot guarantee it. As to
1102 the question of what is usually done, again, the boulevard homeowners have been getting
1103 a serious benefit that no other homeowners in Harmony have been getting. You will
1104 continue to get that irrigation benefit. I would appreciate it if you will consider how the
1105 other homeowners might feel.

1106 Mr. Noble stated I will ask the Board to remain pure in what you are trying to do. I
1107 guarantee for Schoolhouse Road, Cat Brier Trail, and Five Oaks Drive residents, it is not
1108 about saving \$100 a month for us individually. That is not the issue.

1109 Ms. Kramer stated in fact, you will not be paying \$100.

1110 Mr. Noble stated that is not the issue. I would go back to what our field services partner
1111 said: please keep the purpose to make our community look as good as possible. Otherwise,
1112 it will not be worth it.

1113 Mr. Neale stated the boulevards look terrible, and this has been in place for less than a
1114 month.

Harmony CDD
October 27, 2022, meeting

1115 Ms. Kramer stated drive down the interior streets where we all drive.

1116 Mr. Leet stated you brought up uniformity among all the yards. Does that not cross
1117 over into what the HOA would enforce, and how people are maintaining their individual
1118 yards as a whole? In some sense, residents have always included that front portion, and we
1119 are discussing who that applies to. There are already, through the HOA, mechanisms in
1120 place to hopefully encourage more uniform maintenance of the entire community.

1121 Mr. Neale stated an HOA Board member felt very strongly about that, and said that
1122 was not the case.

1123 Ms. Kramer stated my hope is that all the boulevard homeowners will act responsibly
1124 and maintain that area.

1125 Ms. Kassel stated one of the reasons I believe boulevards do not look great right now
1126 is, this letter was just received a few days ago. The letter should have gone out in September
1127 and not received three weeks into October. So we have three weeks of people not realizing
1128 they are supposing to be maintaining the rights-of-way because they were not informed. I
1129 think that is one of the reasons they look bad. I know a number of areas that are the
1130 District's responsibility to maintain where Servello has fallen down on. They have not
1131 removed leaves. They have not turned on irrigation. Apparently they have not been
1132 fertilizing those areas. I think that is part of what is going on. Personally, I feel troubled
1133 that we are turning over areas that were supposed to be District maintained back to
1134 homeowners in the shape that some of them are in. I am not sure exactly what to do about
1135 that. For example, Mr. Neale's strip is not looking good. My feeling is, that it should have
1136 been looking good by the time we handed it over to him or that we should somehow attempt
1137 to remedy the situation where those strips are looking bad, if they are not caused by what
1138 my husband used to call bulldozer blight. There are homes on Cat Brier Trail with dirt and
1139 pine bark here and there because people are abusing that right-of-way. No matter what we
1140 put there, it will get bulldozed by foot traffic. I am putting that out there as my concern.

1141 Ms. Kramer stated we are very late in this meeting, and we need to move on.

1142 Mr. Leet stated we have not opened the floor for public comments. Some on Zoom are
1143 asking to speak.

1144 Ms. Nancy Snyder asked what about fertilizer and mulch? Does that have to be
1145 uniform, especially the mulch?

CARBON

Harmony CDD
October 27, 2022, meeting

1146 Ms. Kramer stated we inside residents are doing it uniformly as much as we can. I guess
1147 the boulevards would be the same.

1148 Ms. Snyder stated I think that should be included in whatever you send out. I have no
1149 problem with it, but I think it should be uniform.

1150 Ms. Kassel asked what does our contract say? It says no longer maintaining the strip,
1151 but what does the contract say? Is it just about mowing? Or was it also about fertilizing?

1152 Ms. Kramer stated it says turf maintenance.

1153 Mr. Neale asked so that is on the homeowner, as well, now?

1154 Ms. Kramer stated that is your turf maintenance.

1155 Mr. Neale asked so I have to fix a patch of dead grass that was caused by Servello or
1156 while it was maintained by the District?

1157 A Resident stated it seems like it is interior streets versus boulevards.

1158 Ms. Kramer stated it is not.

1159 The Resident stated I have heard that a couple times.

1160 Ms. Phillips stated I had new mulch brought in. I did not look at my neighbor's house.
1161 My mulch does not match my neighbor's. I do not see the need for everything to be the
1162 same up and down the street. Every home has its own distinct style.

1163 The Resident asked how many Board members are on interior streets?

1164 Ms. Kassel stated four out of five.

1165 The Resident stated I think that is an issue.

1166 Ms. Kramer stated it is probably reflective of the population in Harmony. We would
1167 like to be adjourning now, and we have some serious issues to address on the agenda, such
1168 as alleys behind your houses and drainage problems.

1169 Mr. Leet stated regarding the garden road, I understand Jr. Davis did the grading they
1170 said they were going to do, which I believe only goes up to the edge of the garden and not
1171 to the edge of the storage area.

1172 Mr. Perez stated that is correct.

1173 Mr. Leet stated I understand we are behind schedule. Can we add a discussion of that
1174 on the next agenda?

1175 Ms. Kramer stated yes.

1176 Ms. Montagna stated I think we sent updates to the Board about the garden road, or Mr.
1177 Morrell did.

Harmony CDD
October 27, 2022, meeting

1178 Ms. Kramer stated we need to discuss what we are going to do with the remainder of
1179 the garden road. Evidently, our previous attorney did not attach the proper documents, and
1180 therefore, we ended up with only half of what the Board was expecting. I am going to reach
1181 out to the owner and manager of Harmony Central CDD, and see if they would be willing
1182 to correct that, based on the minutes of the Board. Do not hold your breath, but if not, then
1183 we can bring it back and figure out what to do with the other half.

1184 **C. District Engineer Report**

1185 The District Engineer's report is included in the agenda package and available for
1186 review on the website or in the District office during normal business hours.

1187 **i. Discussion of Alley Paving for Neighborhoods C-1 and C-2**

1188 Mr. Hamstra stated this is the milling and resurfacing program. As you know, we had
1189 a public advertisement in May. Twenty-two vendors downloaded the plans, calculations,
1190 and specifications, and no one submitted a bid. We were then given the opportunity, based
1191 on Mr. Eckert's legal opinion, that we can, at that point, solicit individual firms to submit.
1192 We reached out to a firm called Carr & Collier, Inc. ("CCI") that we have dealt with many
1193 times on other projects. They submitted a bid proposal we received the evening of the last
1194 meeting, which Mr. Eckert, Mr. Greg Teague, and I reviewed briefly. Mr. Teague wrote a
1195 memorandum. The total price what I call the base bid was \$533,000. We had a bid alternate
1196 for trench drains, and a bid alternate for the concrete ribbon curbs. All that tallies up to
1197 \$647,000+. Ms. Kramer asked me prior to the meeting if the contractor would be willing
1198 to forego the sodding and pavement markings that could be done at a later date or
1199 potentially done by a cheaper vendor. We talked with CCI today, and he is willing to
1200 remove those two items, which totals about \$69,000, and not affect his other unit costs. He
1201 is willing to let those go if that is the Board's direction. He is also willing to hold his bid
1202 for 60 days, which started October 6. We cannot delay this too long. The base bid is
1203 \$533,000, the trench drains which I strongly encourage we do is \$91,000, and the ribbon
1204 curb which I also encourage because of the garbage trucks and large pickup trucks that go
1205 off the edge of the alley will cause it to unravel and become a mess again. The grand total
1206 is \$647,200, subtracting the sod and pavement markings of \$68,500, gives a total of
1207 approximately \$578,700.

1208 Ms. Kramer stated I did not see this earlier, but as I was reviewing it today, I noticed
1209 he has traffic control costs of \$35,000 to block off the alleys. I do not know if you can go
1210 back and see if maybe he does not understand we will not need flagmen but will just put

CARBON

Harmony CDD
October 27, 2022, meeting

1211 up barricades and notice the residents. Then he can do his work, so he does not have to do
1212 expensive traffic control.

1213 Ms. Montagna stated I think he has to follow Osceola County guidelines, even though
1214 it is an alley.

1215 Mr. Hamstra stated I have walked it a few times, and there is a lot of zipping around.
1216 He has to make it safe for his workers, whatever that entails. With all the flooding these
1217 past weeks, we have closed roads, but people still go around the barricades.

1218 Ms. Kramer stated broach that with him and ask.

1219 Ms. Kassel stated thinking about trying to save money by not marking the pavement
1220 and not improving the turf and what that will mean for how things look.

1221 Mr. Hamstra stated sod will be done, but it will be done by Servello or someone else.

1222 Ms. Kassel stated that will have a cost. In other words, how much are we really saving
1223 by getting someone else to do it and having to try to get that done at a separate time.

1224 Mr. Perez asked did he provide square footage on turf replacement?

1225 Ms. Kassel stated there is a contingency allowance for performance sod.

1226 Mr. Hamstra stated he has performance sod bahia at \$3.50 per square yard.

1227 Ms. Kassel stated it is \$3.25 per square yard according to table 1.

1228 Mr. Hamstra stated you may be looking at Mr. Teague's estimate versus CCI's bid.

1229 Ms. Kassel stated it says CCI is \$3.25 and the engineer's estimate is \$3.50 for bahia.

1230 Ms. Kramer stated you are right.

1231 Ms. Kassel stated St. Augustine is \$6.50 per square yard.

1232 Ms. Kramer asked do we have any bahia? I think that is all St. Augustine because it is
1233 people's yards. So it would be \$6.50 per square yard.

1234 Ms. Kassel stated it is \$32,900, as what they have, 5,000 square feet of St. Augustine.

1235 Ms. Kramer stated as far as the markings, most of our alleys do not have markings.

1236 Ms. Kassel stated they did. They had shoulder markings and arrow markings. They
1237 may have worn off, but they all did.

1238 Ms. Kramer stated a lot of them in C-2 did not. Most of our alleys did not have side
1239 markings. We have only two arrows in our whole alley. Is that something field services
1240 can do? This is just painted on instead of thermoplastic. Can we lay an arrow down and
1241 spray paint it or roll it out?

1242 Mr. Perez asked are you saying only two arrows?

CARBON

Harmony CDD
October 27, 2022, meeting

1243 Mr. Hamstra stated there would be a lot throughout all the alleys.

1244 Ms. Kramer stated it depends if we want lines. I do not know that it is necessary to have
1245 lines on every side. We have not had them for years.

1246 Ms. Kassel stated it is about \$19,000 for pavement markings.

1247 Mr. Perez stated we would not do that in-house.

1248 Mr. Leet stated maybe Mr. Hamstra can ask what it would be for just the entry and exit
1249 pavement markings and not striping the whole thing, or is that already broken out?

1250 Ms. Kassel stated yes, six inches, 12 inches, and 24 inches. I think the 24 inches is the
1251 stop bar.

1252 Mr. Hamstra stated yes.

1253 Ms. Kassel stated the six inches is probably the shoulder markings.

1254 Mr. Hamstra stated along the edge on both sides.

1255 Ms. Kramer stated field services just painted all the markings on our parking lots.

1256 Ms. Montagna stated yes, all the lines.

1257 Ms. Kramer stated it looked really good. They did a good job. I do not know if we can
1258 go back and forth with him.

1259 Mr. Hamstra stated if we go back and forth, he may just pull his bid.

1260 Ms. Kassel stated my concern is, with or without, it is \$580,000 or \$650,000. If we do
1261 this, it is considerably more than our reserve study called for. It is considerably more than
1262 the engineer's estimate. Do we have that money really available? What will we have left if
1263 we spend it for other reserve items? That is my concern.

1264 Ms. Kramer stated that is a concern. Also of concern is curb maintenance, and we will
1265 be coming up on another neighborhood that is right behind us, so the project gets bigger
1266 and bigger. I do not know about damage, but larger potholes are starting to pop open. Is
1267 there any way to defer the full painting, or grout the gaps and do a better job filling the
1268 potholes? Or is that throwing good money after bad?

1269 Ms. Kassel asked what is your recommendation?

1270 Mr. Hamstra stated we keep doing plans, and they keep getting put on a shelf. My
1271 reputation looks like a gold digger. I am also afraid that we keep putting bids on the street,
1272 but we do not do anything with them. Contractors sooner or later will not bother because
1273 it does take time for them to take Mr. Teague's plans, do the unit take off, and do the
1274 paperwork. I am not trying to spend your money frivolously, but this was on your to-do list

CARBON

Harmony CDD
October 27, 2022, meeting

1275 before I was engaged two years ago. Here we are two years later. Things are going down.
1276 The construction industry is crazy right now. Deferring just means it will get worse when
1277 you eventually touch it. We do not want the bubble to burst because then we will have
1278 bigger issues. I would like to see something get done. If we are just going to fill potholes
1279 temporarily and put it back on the street a year from now, I think we are getting a bad
1280 reputation that we do not do anything, and contractors catch wind of that. I have seen it for
1281 a lot of cities I work for. They put projects on the street that come in higher than they
1282 thought, and after a while, they do not get the turnout they want. Right now, contractors
1283 are in good shape, work wise. If you want to table the sod and pavement markings, I can
1284 talk with them about maintenance of traffic, but I am really worried that if we defer this
1285 another month and discuss it in November, 60 days will come and go.

1286 Mr. Leet asked will he hold it 120 days?

1287 Mr. Hamstra stated no, he committed to 60 days.

1288 Ms. Montagna stated this is the only bid we have.

1289 Ms. Phillips stated regarding the sod and other items, it is expensive and maybe we can
1290 get it done cheaper. But now we have to figure that out and do all that. Whereas if we hire
1291 them, then they are responsible for it, and it should be done all at the same time, so we are
1292 not disrupting everything to do another project. By the time we put the alleys back together
1293 repaved, now homeowners will complain to us that their sod got ruined or something and
1294 then we hire someone to replace it and figure out where it needs to be. They do this all the
1295 time. If they do it as they go along, then it will all be done.

1296 Ms. Kramer stated this is a contingency, so it is like a not-to-exceed number.

1297 Mr. Hamstra stated I am not sure who will do it, but you will have an inspector out
1298 there, who will submit a pay request. We have to verify the quantities, and he gets paid for
1299 what he does. Sod is one of those items, because you just do not know until you get out
1300 there.

1301 Ms. Kramer asked is the per-unit price reasonable?

1302 Mr. Perez asked what was the grand total of square footage?

1303 Ms. Kassel stated 5,000 square yards of St. Augustine at \$6.50 per square yard, for a
1304 grand total of \$32,500.

1305 Mr. Perez stated that is \$1.38 per square foot. That is not bad.

1306 Mr. Hamstra stated I have seen \$1.50 to \$2.00.

1307 Mr. Perez stated obviously it is a lot of sod; 5,000 square feet is an acre.

1308 Ms. Kramer stated he may not use it all; it is a contingency.

1309

1310 Ms. Phillips made a MOTION to approve the bid from
1311 Carr & Collier, Inc. for repaving the alleys in neighborhoods
1312 C-1 and C-2, in the amount of \$647,200, which includes the
1313 base bid and two alternates.

1314 Mr. Leet seconded the motion.

1315

1316 Upon VOICE VOTE, with all in favor, unanimous approval
1317 was given to the bid from Carr & Collier, Inc. for repaving
1318 the alleys in neighborhoods C-1 and C-2, in the amount of
1319 \$647,200, which includes the base bid and two alternates.

1320

1321 Ms. Kassel stated it is a lot of money; it is more than twice what we anticipated.

1322 Ms. Kramer stated if we had done it three years ago.

1323 Ms. Kassel stated it would not have been that much less expensive.

1324 Ms. Kramer stated yes, it would. Bids came in about \$140,000.

1325 Ms. Kassel asked for C-1 and C-2, with the trench drain and ribbon curb?

1326 Ms. Kramer stated yes, for those neighborhoods, but not with trench drains and ribbon

1327 curbs. Costs have gone up, and that is why we have to be careful about deferring

1328 maintenance because you never know what lies ahead.

1329 Ms. Phillips stated that is why I think we bite the bullet on this one and keep our

1330 improvements that we have made with maintenance going. Then in the future, we will not

1331 have to swallow a bitter pill. That is how I look at it. How long do we expect these alleys

1332 to last once they are done? Are we looking at 10 years or 20 years? A lot of them are 20

1333 years old now.

1334 Ms. Kramer stated I think the reserve study had 15 or 17 years.

1335 Ms. Phillips stated then we will not need to do this for these neighborhoods again in

1336 my lifetime.

1337 **ii. Discussion of Estates Drainage**

1338 Mr. Hamstra stated at the last Board meeting, we briefly discussed the items identified

1339 by camera work: joint repairs, pipe repairs, the gentleman who hired a fence contractor that

1340 punctured the pipe to reroute that piping system, and from a maintenance point of view to

1341 put some riprap and filter fabric around the 14 inlets. This contractor was only going to

1342 hold his bid for 15 days, so we added a 20% contingency thinking you might do this work

1343 next year. The whole estimate is \$159,000. I do not think it needs to be done right now.

CARBON

Harmony CDD
October 27, 2022, meeting

1344 The systems are deteriorating, but it is behind houses out of the rights-of-way in the woods.
1345 It is not a public safety issue. If you had \$159,000 and do it now, that would be great, but
1346 I do not think it has to be done now. the next rainy season, residents will be here again
1347 complaining about standing water, mosquitoes, and why have you not done anything.

1348 Ms. Kramer stated that is really a design issue, not a maintenance issue.

1349 Mr. Hamstra stated that one couple, yes, unfortunately. I did talk with the contractor,
1350 and he is willing to do it in pieces and still hold his price. He wants to do all the structure
1351 repairs as one, and he is willing to come out twice for the pipeline repairs and still keep his
1352 number. If we want to divide this into phase 1, phase 2, and phase 3, within reason—do
1353 not stretch it out for two years—he is willing to hold his numbers.

1354 Ms. Kramer stated for the Board's understanding, I asked Mr. Hamstra to consider and
1355 discuss with the contractor, if some of these are fixed now, they are running between two
1356 houses, there will be no more construction in that area, so the likelihood of a construction
1357 entity going back in and damaging them again is much less. I asked him to consider three
1358 options. One, we do it all but then we put in some protective barriers or something that we
1359 try to hold the construction industry's feet to the fire to protect them. Again, we are
1360 gambling with some of these construction entities. Two, wait to do those projects that will
1361 have construction impacts and just consider doing the piping areas that are already built
1362 out on either side, so we are not looking at more construction damage.

1363 Mr. Hamstra stated you have two runs of pipe to be fixed only. You can ignore the one
1364 with the puncture. Then you have several locations where the pipe into the inlets is
1365 compromised. They can fix all those and fix the leaks because that will not be touched by
1366 a builder. Once the homes are built, if you want to slip-line the pipes that are between the
1367 houses, they can be done at that time. I owe Ms. Montagna a cost estimate for the pipe that
1368 is punctured, to go after them versus routing it and fixing it. That is a separate \$50,000 or
1369 \$60,000 repair, so it might be worth going after the fence contractor. I am not finished with
1370 that estimate yet, but you can fix the inlets for Phase 1, slip-line the two pipes when all the
1371 houses are done for Phase 2, and then deal with the fence issue separately with Mr. Haber
1372 or Mr. Eckert on how you want to handle that for Phase 3.

1373 Ms. Kassel asked what is the cost for Phase 1?

1374 Mr. Hamstra stated I will need to break that out. He gave me one number for doing
1375 everything at the same time. I can extract that and provide it for the next Board meeting.

Harmony CDD
October 27, 2022, meeting

1376 Ms. Kramer asked will he hold the price for that long?

1377 Mr. Hamstra stated I think he is okay. I use him a lot, and he will not want to jeopardize
1378 that.

1379 Ms. Kramer stated we will look for that going forward. As far as the fence puncture
1380 issue, I will ask Mr. Haber to comment. We received a lot of information. We were able to
1381 obtain the name of the fence company—Osceola Fence. We were able to obtain the survey,
1382 which clearly shows the drainage easement down that side. For whatever reason, they offset
1383 the fence on one side of the property to the edge of the drainage easement, but this one they
1384 put it right down the middle of the drainage easement.

1385 Mr. Hamstra asked do you know how long ago that was done?

1386 Ms. Kramer stated six years ago, in 2016, immediately after the house was built. Our
1387 preference would be to talk with the fence company and see if they will submit an insurance
1388 claim to their insurer, and have it dealt with. I will ask Mr. Hamstra to work with Mr. Haber
1389 and Mr. Eckert on that.

1390 Mr. Hamstra stated yes.

1391 Mr. Haber stated everything you just described sets forth the reasons why the District
1392 would have a claim, against both the fence company and the homeowner. To the extent we
1393 can address it informally with the company if it is currently operating and has a successful
1394 business, hopefully they have good insurance to cover these types of claims.

1395 Ms. Kassel stated the fence company is still active.

1396 Mr. Haber stated when we look at options for deep pockets, I think the fence company
1397 is our best option. We are happy to work with Mr. Hamstra to try to pursue that informally,
1398 which is how it sounds like you want us to pursue. We may be back before you if we do
1399 not have success to get some direction for the next step you want us to take.

1400 **D. District Attorney Report**

1401 Mr. Haber stated I had three items to address tonight, two of which have already been
1402 addressed: the pipe issue, and the basketball court. I will have input for the RV lot later on
1403 the agenda. I am happy to give you my thoughts now, or under the District Manager's
1404 report coming up. After the Board has discussed it, I can share my thoughts.

1405 Ms. Kassel stated I am happy to hear what he has to discuss now so we can let it
1406 marinate until we get to the District Manager's report.

1407 Ms. Kramer stated I have one other thing, and we can discuss the RV storage lot where
1408 it is rather than him opining before our discussion. That agenda item is the very next thing,

Harmony CDD
October 27, 2022, meeting

1409 so they can merge together. I want to ask about this public records issue, which merges
1410 into the RV storage lot, too. As I am hoping everyone noticed, they got the letter from the
1411 County that was originally sent where they granted the planned development (“PD”), but
1412 with a lot of specifications. I was unable to find that. I was able to receive it from the
1413 County about 18 months ago because I had inquired of them as we were working toward
1414 the Florida Gas Transmission agreement to keep the garden road and improve it. So I
1415 received it from the County. When this issue came up, I had requested everything we might
1416 possibly have from our public records, and they were unable to come up with this letter or
1417 basically anything else dealing with the PD change and this interaction with the County.
1418 They came up with nothing. This letter states on it that it was sent to a private email address
1419 of a previous Board member. That brings up the question of what other things do we not
1420 have, and should we be reviewing it. Was Mr. Haber able to look into that and see what
1421 the obligation is to turn over all those records to us?

1422 Mr. Haber stated they are public records. They are records that deal with District
1423 business, so they are public records, and we would have every right to request those records
1424 from former Board members. The issue I discussed with Ms. Kramer, I have not yet had
1425 the opportunity to definitively determine the concern under the public records law that the
1426 holders of those records sometimes have the right to demand compensation or something
1427 along those lines if we make that sort of demand.

1428 Ms. Kramer stated they should not have ever been held by him or have been going to
1429 his private email server.

1430 Mr. Haber stated there is nothing illegal, *per se*, with something going to a private
1431 server. The public records law says that regardless whether it goes to a public email address
1432 or a private email address, that email is still a public record. Going to a private email
1433 address does not shield that email from being a public record. I cannot definitely say, *per*
1434 *se*, that the fact it went to a private server alone is somehow illegal or problematic. I would
1435 need to look more into that with respect to what the matter was, what representations may
1436 have been made at the time, and the extent to which there should have been involvement
1437 by your part rather than just that one Board member. The private email address alone, in
1438 and of itself, is not illegal.

1439 Ms. Kramer stated but that is our record. It is the Harmony CDD’s record.

CARBON

Harmony CDD
October 27, 2022, meeting

1440 Mr. Haber stated in that instance, if it is work that the District paid for, then yes, I
1441 believe it would be considered the Harmony CDD's record. That is the distinction, versus
1442 something that particular Board member created to effectuate District business would also
1443 be a public record that the District would have the right to. Whether or not you call it a
1444 District record, if it is something the District contracted and paid for, then I think that is
1445 the distinction, if that is the distinction you are looking for.

1446 Ms. Kramer stated I will ask Mr. Haber to look into this further. We need to make sure
1447 that our public records are complete and in the proper storage areas.

1448 Ms. Kassel asked have we received everything we need from our previous counsel?

1449 Mr. Haber stated I know Mr. Eckert has worked on that, I think without success. At
1450 this point, no, I do not believe he has received those.

1451 Ms. Kassel asked what is our recourse?

1452 Mr. Haber stated there are probably two. I will look at whatever agreements we may
1453 have to see if it is a breach of an agreement. Under Florida public records law, the District
1454 has recourse to force, through the courts, an obligation of this party to provide those
1455 records. Forgive me because I have not been involved in that chain of communications.

1456 Ms. Montagna stated we have not received anything.

1457 Mr. Haber stated if they say no records exist, we would have to prove that is not the
1458 case and that there are records. We would essentially have to sue him to force his records
1459 to be provided.

1460 Ms. Kassel stated that would cost us extra money.

1461 Mr. Haber stated that is correct.

1462 Ms. Kramer asked what about a bar complaint? Would that be more encouraging for
1463 him to provide the records?

1464 Mr. Haber stated that may be persuasive as far as getting him to comply. I think that
1465 has the potential to get some action on his part, but I cannot guarantee it. If he is strong to
1466 his position that no records exist, I think he would tell the bar that it is not a valid complaint
1467 because there are no records to be provided. Frankly, that would be his position in the
1468 lawsuit, as well. We will have to see where that goes.

1469 Ms. Kassel stated I will ask you to have an update provided on the status of that for the
1470 November meeting.

Harmony CDD
October 27, 2022, meeting

1471 Mr. Haber stated yes, we will make sure you have an update on the status, and we will
1472 provide a detailed recommendation on steps to try and get those records if they have not
1473 been provided.

1474 Mr. Leet stated while we are discussing public records, we had a request at the last
1475 meeting, as well, for the records requirement as it pertains to providing videos on the
1476 website. I will ask that is brought up at the November meeting under the attorney's report,
1477 as well.

1478 Mr. Haber asked is that related to whether or not we have an obligation to provide
1479 closed captioning?

1480 Ms. Montagna stated yes, everything related to putting a video on our website has
1481 already been established. What Mr. Leet also asked, that Mr. Eckert was going to research,
1482 is if putting the videos on YouTube has the same requirements. As far as putting them on
1483 the District's website, that has already been established; yes, you have to make sure they
1484 are ADA compliant, including closed captioning and normal requirements for sight- and
1485 hearing-impaired persons. I think the question Mr. Eckert was looking into was YouTube.

1486 Mr. Haber stated we will provide an update on that research. You are 100% correct; if
1487 you were to put it on the District's website, then ADA accommodations are required.

1488 Ms. Kramer stated I spoke with someone quite high up at Microsoft, and they said if
1489 you use Teams instead of Zoom, they have a great transcription service than what you see
1490 on television, and it meets all the ADA requirements, if that helps. Ms. Montagna is
1491 checking to see if we have Teams through our Microsoft email accounts.

1492 **E. District Manager Report**

1493 **i. Discussion of RV Lot**

1494 **i. Cost Analysis**

1495 Mr. Haber stated I reviewed this issue. Florida law—Chapter 190, Florida Statutes—is
1496 very straightforward that a community development district, even though it is a unit of
1497 government itself, does not have any right over any other private property owner to use its
1498 property in a way that violates code, ordinances, or in this case, the District. To the extent
1499 that any use of the property is a violation of the District, that is just as problematic for the
1500 District as it would be for any other property owner. In reviewing it and looking at the
1501 documents, it appears that some of the present uses of the property, namely the RV storage
1502 and use of the property for the staff trailer, are inconsistent with the authorized uses under
1503 the District.

Harmony CDD
October 27, 2022, meeting

1504 Ms. Kramer stated the staff trailer is like a maintenance facility.

1505 Mr. Haber stated if the District continues to use that property for those purposes without
1506 complying with the approvals that were provided in the most recent zoning approval, there
1507 are various enforcement mechanisms the County has available to it against the District for
1508 using the property in a way that is in violation of the District. Those range from penalties
1509 or fines per day, to a lawsuit to require the District to cease from using the property. At the
1510 most extreme level, there are criminal penalties for using the property in a way that is
1511 inconsistent with the code or the District. Our recommendation is that the District not use
1512 the property in a way that is not permitted, either by code or the District.

1513 Ms. Kramer stated I suggest we make a decision tonight.

1514 Ms. Montagna stated yes, you need to make a decision tonight about what you are going
1515 to do, which are obviously two choices: shut it down, or make the changes the County
1516 required you to make. That is where you are first, and we know those prices came in high.

1517 Mr. Hamstra stated there are still about four or five outstanding comments we have to
1518 address, such as renaming the road officially.

1519 Ms. Montagna asked were the costs about \$400,000? Was it more than that?

1520 Mr. Hamstra stated I do not recall off the top of my head.

1521 Ms. Kassel stated we have a third option, which is to not do anything and wait until the
1522 County tells us we have to stop doing what we are doing.

1523 Ms. Kramer stated the penalties can be severe. Are there any liability issues if we
1524 continue to take people's monies to park in an illegal lot?

1525 Mr. Haber stated regarding liability in taking their money, I think that to the extent
1526 someone or their property got injured while using the storage facility, and the storage
1527 facility was not legally permitted, I think any lawyer would focus on that as far as the
1528 exposing and claiming the level of liability the District might have for their client because
1529 we were essentially holding ourselves out to being able to do something that we were not
1530 legally permitted to do. I think that exacerbates the claim that any user of this facility may
1531 have against the District, should such cause of action arise.

1532 Ms. Montagna stated I will ask the Board what direction you want to take: shut it down,
1533 make the required improvements that Osceola County, or leave it as is and possibly face
1534 the penalties for doing so.

CARBON

Harmony CDD
October 27, 2022, meeting

1535 Ms. Phillips stated I would say to shut it down. I have been against it from the
1536 beginning. A lot of traffic goes through there, and kids do things in that area. I see kids
1537 going back there trying to have fun or have a party. If something catches on fire, the next
1538 thing you know, we are in trouble from a bunch of avenues. We have already had theft
1539 back there. I do not see any benefit to us in anyway. There are storage facilities in town. It
1540 is a few miles to drive to their unit. I feel bad, but the risk to us is too great, I believe.

1541 Mr. Leet stated we have retained ownership of that property. In the future, especially
1542 as neighborhood M comes online, there might be a more economical way we can have
1543 access to that street and look at it in the future. As of now, I think the cost of that versus
1544 the benefits and the very long time it would take for us to see the cost recouped, I think we
1545 close it down.

1546 Ms. Kramer stated I am in agreement. I am very opposed to continuing without proper
1547 approvals and upgrades. We tried diligently to do it and keep this, but the cost is too great
1548 for the limited number of people that it benefits. It also puts us in competition with private
1549 enterprises down the road. The bigger issue for me is the liability. It is very concerning.
1550 We are already on the wrong side of the County, but continuing that worries me.

1551 Mr. Leet stated we discussed the RV lot, but we also have a maintenance trailer.

1552 Ms. Kramer stated we will discuss that next.

1553 Ms. Phillips asked does the garden stay?

1554 Ms. Kramer stated the garden did not even need a PD amendment, and it did not need
1555 any upgrades for anything.

1556 Mr. Leet asked does that include the small shed and anything associated with the
1557 garden?

1558 Ms. Kramer stated yes, anything associated with the garden is considered recreational
1559 open space, and the County was extremely clear that the garden is a fine use. They love it
1560 down there, and it met all their requirements.

1561

1562

1563

1564

1565

1566

1567

1568

1569

Ms. Kramer made a MOTION to close down the RV lot, refund everyone's money on a prorated basis, and keep the property for possible future use when a less expensive form of access is available.

Ms. Phillips seconded the motion.

Ms. Phillips asked do we need to put a date on this?

Mr. Leet asked what does that look like? Do we have 30 days to get our stuff out?

Harmony CDD
October 27, 2022, meeting

1570 Ms. Kassel asked why not give people to the end of the year?

1571 Ms. Kramer stated I think that is an excellent idea because they will have to make
1572 arrangements, and it would be irresponsible to do otherwise.

1573 Ms. Phillips asked would it be within something we are allowed to do to approach
1574 another storage facility to tell them we are shutting down our storage facility and requesting
1575 a discount for moving all our people?

1576 Ms. Kramer stated no, they will need to make their own arrangements.

1577 Mr. Leet stated we cannot do that as a governmental entity.

1578 Ms. Phillips stated I was suggesting we do it as an informational thing to ask if they
1579 would offer a discount, nothing formal.

1580 Ms. Kramer stated we do not want to be seen as encouraging one business over another.

1581 Ms. Phillips stated I did not think about that.

1582

1583 Ms. Kramer AMENDED the motion to close down the RV
1584 lot effective December 31, 2022, refund everyone's money
1585 on a prorated basis, and keep the property for possible future
1586 use when a less expensive form of access is available.

1587 Ms. Phillips seconded the amendment.

1588

1589 Upon VOICE VOTE, with all in favor, unanimous approval
1590 was given to close down the RV lot effective December 31,
1591 2022, refund everyone's money on a prorated basis, and
1592 keep the property for possible future use when a less
1593 expensive form of access is available.

1594

1595 Ms. Kramer stated staff will need to contact all the owners so they will have plenty of
1596 time.

1597 Ms. Kassel stated and refund their money.

1598 Ms. Montagna stated yes.

1599 **ii. Manager's Updates**

1600 Ms. Montagna stated looking into the rights-of-way, there was mention that on the
1601 website was an interlocal agreement with Osceola County about the rights-of-way. There
1602 is no interlocal agreement. The District does not have an interlocal agreement with the
1603 County regarding those rights-of-way. You do have other interlocal agreements, such as
1604 with the school board and a couple other ones, but not one with the County. I am not sure
1605 how that language got put on the website or why it was. There is no link to an actual
1606 interlocal agreement, which would have been helpful. We are still looking into it, but we

Harmony CDD
October 27, 2022, meeting

1607 cannot find one. I actually called Osceola County, as well. We do not know when or how,
1608 but we cannot find any such agreement to date. I will let Mr. Leet know either way at least
1609 by next week so we can remove that language from the website. The Board asked me to
1610 look into harmonyfl.com to see if the domain was available. The site is not live or active,
1611 but the name is taken. You could hire a broker, like GoDaddy. The fee starts at about \$70
1612 to see if they are willing to give up the domain name, but that is about it for that task. I
1613 want to ask one thing. When we brought up the standard operating procedures last month
1614 and we made changes to it, I thought I made it clear, but in reviewing the minutes, it was
1615 not necessarily clear when I discussed having a pre-call, which would happen the Friday
1616 before the Board meeting. Typically, it is myself, legal counsel, the engineer, field, Ms.
1617 Brenda Burgess, and the Chair, if we need a call. Obviously, we do not want to expend
1618 legal or engineering dollars unless it is absolutely needed, and that call is to discuss
1619 anything on the agenda. Apparently in my verbiage regarding that motion, I left out that
1620 the Chair was involved. I did not know if someone had an objection to that. I thought I
1621 made it clear, but in the minutes, it was not clear. Is the Board clear on that?

1622 Ms. Kassel stated yes, I thought you mentioned it.

1623 Ms. Montagna stated I thought so, too. Ms. Kramer did not attend the last one.

1624 Ms. Kramer stated out of an abundance of caution.

1625 Ms. Montagna stated Ms. Kramer did not think it was clear, and we wanted to make
1626 sure and confirm that I did include the Chair on the pre-meeting calls.

1627 Ms. Kassel stated we need to discuss the field services trailer.

1628 Ms. Kramer stated yes, we need to address that, since that is also not a permitted use,
1629 namely because we need to have road service that will accommodate fire trucks, it does
1630 not have sewer service, which I do not think we would ever get permitted through the
1631 County, and it does not have potable water.

1632 Ms. Kassel asked did Ms. Kramer speak with the developer for the apartments and they
1633 were willing to accommodate this?

1634 Ms. Kramer stated I did, and they have gone off the radar. I think they are holding it
1635 for investment purposes now. We do have the land. It is properly zoned in the PD for a
1636 maintenance facility. In fact, it even speaks to a field service maintenance facility on that
1637 U-1 or U-2 tract. We can put it back in the corner next to the fenced-in utility area, or we
1638 can put it in front next to what used to be the welcome center on that section of the parcel.

CARBON

Harmony CDD
October 27, 2022, meeting

1639 Ms. Kassel asked is there water and sewer?

1640 Ms. Kramer stated yes, both.

1641 Mr. Leet stated it has to be within our boundaries.

1642 Ms. Kramer stated that is correct. We will need to do some site planning. We probably
1643 do not want to move the same trailer. We probably want something more attractive since
1644 it will be more visible in the community. Does Mr. Hamstra do this, as far as site planning
1645 for a new maintenance facility in that other location? Or do we need to get with RJ Whidden
1646 or someone?

1647 Mr. Hamstra stated honestly, you are better off with a land development company. We
1648 could do it, but I do not think we would be as cost effective as civil firms that do true land
1649 development work, if zoning changed or land use.

1650 Ms. Kramer stated we are good for zoning.

1651 Ms. Phillips asked where is that piece of property?

1652 Ms. Kramer stated Mr. Leet might be able to put it on the Zoom screen. The District
1653 Manager can start that process of designing and site planning, if we are in agreement we
1654 should look at that. I do not know any other property the District owns that would be
1655 suitable. Do any other Board members know of any property or location that would have
1656 the proper PD designation already in place?

1657 Ms. Kramer pointed out the locations discussed on a map.

1658 Ms. Kramer stated the nice thing about either of those two locations is, you already
1659 have County-owned and County-operated street access, and water and sewer.

1660 Ms. Montagna stated I can reach out to development companies and get some proposals
1661 to bring back to the Board.

1662 Ms. Phillips asked will it be a building with a big garage door and an office in the back
1663 type of setup?

1664 Ms. Kramer stated we can look at the differences between costs or if the County will
1665 allow us to put in some sort of modular building, or if we want to do a site build.

1666 Ms. Phillips stated I was thinking of a garage to put all their equipment.

1667 Ms. Kramer stated that would be wonderful because then it would be more secure.
1668 Again, costs will drive the decision based on the contracts we have approved tonight.

1669 Ms. Kassel asked is it possible to table new business matter to the next meeting? Some
1670 might need a lot of explanation.

Harmony CDD
October 27, 2022, meeting

1671 Ms. Montagna stated the accountants are participating via Zoom, and we are under a
1672 deadline for the Board to approve a budget amendment. The Board needs to approve those
1673 two items, at a bare minimum.

1674 Ms. Kramer stated we can table the rest of the items. Do we want to consider a motion
1675 to start the relocation of the maintenance trailer?

1676 Mr. Leet asked does that require a motion?

1677 Ms. Montagna stated it does not require a motion. You are just asking me to do the
1678 research and bring it back to the Board. At that point, you will make a decision.

1679

1680 **SIXTH ORDER OF BUSINESS** **New Business**

1681 **A. Resolution 2023-01, Amending the Fiscal Year 2022 Budget**

1682 Ms. Montagna stated the Board was provided with a revised budget amendment that
1683 basically breaks down the general reserve fund and the general fund budget. I know there
1684 were some questions and some not understanding how it breaks down and how you follow
1685 it. The accountants are on the phone.

1686 Ms. Kassel stated going through this document, \$43,000 was changed from \$62,000
1687 because we removed \$20,000 to the reserve fund. Then the next changes are operating
1688 transfers out. Explain to us what that means, where that money came from, and where it is
1689 going. Total operating transfer out is \$608,706. For clarification, where is that money
1690 coming from, where is it going, and why is it that number?

1691 Mr. McAden stated the financials for September show a transfer out. The \$608,706
1692 really just reflects the variance between the amount budgeted for a transfer out and the
1693 amount that was actually transferred out. It represents the difference between \$675,246 and
1694 \$66,540.

1695 Ms. Kassel asked when you say transfer out, can you explain to everyone listening it
1696 was transferred from where to where?

1697 Mr. McAden stated at an earlier Board meeting, the Board decided to create a reserve
1698 fund and essentially seed the balance at \$1.1 million. That was done in two parts. The first
1699 part was taking reserve funds from the general fund of three items, which are highlighted.
1700 These three items added up to \$324,754, which is a reserve fund balance that was in the
1701 general fund. That is the first value that was moved from the general fund to the reserve
1702 fund. Technically items B and C are the general fund reserve. The second portion of that
1703 is the part I just mentioned, the \$675,246. That portion was a transfer out of the general
1704 fund into the reserve fund. Those two values combined make up the \$1 million in “seed

Harmony CDD
October 27, 2022, meeting

1705 money” for the general fund reserve. It came from the general fund into this general fund
1706 reserve, and that is what was transferred out.

1707 Ms. Kassel stated explain to us the \$608,706 coming from the general fund.

1708 Mr. McAden stated let me correct you. The \$608,706 is a variance. You will see four
1709 headers. The fourth column shows the variance, either favorable or unfavorable. The fourth
1710 column just shows the difference between what was budgeted and what you actually did.
1711 To understand the amount that was actually transferred, you will look at that third column
1712 where it says year-to-date actual. What was actually transferred was \$675,246.

1713 Ms. Kassel stated that was transferred out of the general fund into the general fund
1714 reserve.

1715 Mr. McAden stated yes.

1716 Ms. Kassel asked that means our fund balance that ended the year for the general fund
1717 was not \$1.1 million but was -\$651,706? That is a \$1.5 million difference. The final budget
1718 number is \$477,751. I now see the variance and current budget. Is this for 2022?

1719 Ms. Montagna stated yes, as of September 30, 2022.

1720 Mr. McAden stated you are looking for your ending fund balance.

1721 Ms. Kassel stated yes.

1722 Mr. McAden stated on the statement of revenues, expenditures, and changes in fund
1723 balance with the highlighted letters, the ending fund balance is \$547,006, which represents
1724 capital that came in to the general fund reserve minus the expenditures that took place
1725 during the course of the year.

1726 Ms. Kassel stated this is the number we have in the general fund reserve for repaving
1727 the alleys, doing the pipe work, and so forth.

1728 Ms. Montagna stated that is correct.

1729 Ms. Kassel stated I am confused why if the budget as it was had a positive of \$1,129,457
1730 and the proposed amendment will bring it down to -\$651,706, which is a \$1.5 million
1731 difference, but it is only a \$156,879 difference in the variance column. I am still confused
1732 by this. What is the difference between current budget and final budget? It is columns one
1733 and three.

1734 Mr. McAden asked are you looking at the adopted budget?

1735 Ms. Kassel stated no, this is the document we received within the package that included
1736 first a letter from Ms. Helena Randel and it is the general fund.

Harmony CDD
October 27, 2022, meeting

1737 Ms. Kramer stated it is titled “proposed budget amendment.”

1738 Ms. Kassel stated it is the last page, the last line, on the third page of the general fund
1739 proposed budget amendment, for the period ending September 30, 2022. It has five
1740 columns: first column is current budget, second column is proposed amendment, third
1741 column is final budget, fourth column is year-to-date actual, and fifth column is variance.
1742 I do not understand what current budget is or what final budget is.

1743 Mr. McAden stated in most cases, we have two separate columns, one showing the
1744 current budget and one showing the final budget. The final budget reflects any changes that
1745 were made, such as amendments or budget adjustments that may have taken place from the
1746 time the budget was adopted to the current period. The adopted budget—the original
1747 budget value—is what you approved prior to your fiscal year.

1748 Ms. Kassel stated I think I get it. The current budget is what we said where we were,
1749 and the proposed amendment is what we are reducing from that to give us the \$477,751.

1750 Ms. Montagna stated that is correct.

1751

Ms. Kassel made a MOTION to approve Resolution 2023-01 amending the budget for fiscal year 2022, as presented.
Mr. Leet seconded the motion.

1755

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-01 amending the budget for fiscal year 2022, as presented.

1759

B. Motion to Assign Fund Balance

1760 Ms. Montagna stated I will ask the Board to enter a motion to assign fund balance as
1761 of September 30, 2022, which the Board wanted to move into an operating reserve account.
1762 The amount is \$439,517.

1764

Mr. Leet made a MOTION to assign fund balance as of September 30, 2022, as presented.
Ms. Phillips seconded the motion.

1768

Upon VOICE VOTE, with all in favor, unanimous approval was given to assign fund balance as of September 30, 2022, as presented.

1772

SEVENTH ORDER OF BUSINESS

Old Business

A. Informational Signs

1774 This item having been tabled until the November meeting, the next item followed.
1775

CARBON

Harmony CDD
October 27, 2022, meeting

- 1776 **B. Discussion of Donation of Royal Poinciana Tree** (*Nancy Snyder*)
1777 This item having been tabled until the November meeting, the next item followed.
- 1778 **C. Proposal for Removal of Concrete Pads Around Oak Tree** (*Pocket Park in*
1779 *Primrose Willow-Beargrass-Schoolhouse Alley Triangle*)
1780 This item having been tabled until the November meeting, the next order of business
1781 followed.

- 1782
1783 **EIGHTH ORDER OF BUSINESS** **Supervisors' Requests**
1784 There being none, the next order of business followed.

- 1785
1786 **NINTH ORDER OF BUSINESS** **Adjournment**
1787

On MOTION by Ms. Kassel, seconded by Ms. Phillips, with
all in favor, the meeting was adjourned at 9:05 p.m.

- 1790
1791
1792
1793
1794

Secretary/Assistant Secretary

Chair/Vice Chair