

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held on Thursday, July 26, 2018, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
David Farnsworth	Assistant Secretary
William Bokunic	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Kristen Suit	District Manager - InfraMark, IMS
Tim Qualls	District Counsel - Young Qualls, PA
Gerhard van der Snel	District Staff - Field Manager
Bob Koncar	General Manager - InfraMark, IMS
Residents and Members of the Public	

**FIRST ORDER OF BUSINESS**

**Roll Call**

*Supv Berube* called the meeting to order at 6:00 p.m.

*Supv Berube* called the roll and stated the record will reflect we have a full Board.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

*Ms. Chris van der Snel* stated: I would like to thank the Board for their actions this week. There was a resident threatening my husband, Mr. Gerhard van der Snel, and some of the other field staff, and I appreciate the Board's fast action. If anything else would come of it, I appreciate that this is on the record that this person should be monitored with his access cards. Again, I appreciate the fast action because it was a threat against my husband.

*Supv Berube* stated: You are welcome. If we could have made it happen faster we would have, but with situations like that, you have to act carefully. It went to District Counsel, as you know, and District Counsel handled it from there. We hope the situation is quelled; if not, there is a plan for the future should there be a need.

*Supv Kassel* stated: I do not know if you have reported it to the Sheriff's Office, just in case.

*Ms. van der Snel* stated: We might, so there is a record of it.

*Supv Bokunic* stated: I made that suggestion to Mr. van der Snel a couple of days ago. I would not say to me he outright threatened, but there was the innuendo, severely, and that is when I blocked him and removed him from the forum.

*Ms. van der Snel* stated: He got to the point of slandering. I spoke to a couple of people on the Facebook page and they blocked him immediately also. I think my husband and his staff work extremely hard and to have somebody belittle them was just wrong.

*Supv Berube* stated: Those who were here last month will remember the situation and we do not need to get into any further details. For those who witnessed it, you got a feeling for what has been going on, and we hope it has been handled appropriately; if not, we will take further action.

*Supv Kassel* stated: For anyone interested, the conversation was recorded pretty much verbatim in the minutes, which are available online at [HarmonyCDD.org](http://HarmonyCDD.org). If you want to see what happened and judge for yourself, feel free to go there.

*Ms. Pamela LeMenager* asked: When will the landscapers bring back the truck with the cherry picker bucket so they can take care of the limbs of the trees? What is currently happening is when we have rain the limbs are resting on the roof of my home. This is without wind and as it is hurricane season I am just waiting because I have a feeling the shingles will be coming off. They did take away one small limb, but without the cherry picker and told me it would have to come back. The second thing is in the next contract you have with the landscapers, if they are doing tree trimming if they can do trimming of the trees near buildings before hurricane season it would be a big help.

*Supv Berube* stated: A couple of agenda items ahead and Servello will be up here discussing the entire tree-trimming project. They heard your question and I am sure they will be happy to address it in just a few minutes. The tree trimming was a learning curve and has not gone very well, but you will hear more about that.

*Supv Kassel* stated: It was supposed to be done a long time ago.

*Ms. Robin Walters* stated: I want to thank the Board for this opportunity to address them concerning a very important issue that I have. I have been a resident of Harmony for one wonderful year and enjoyed my time here and in that short time I have seen wonderful changes and some very sad changes. At this time, I want to address the Board and ask the representatives to look into the feasibility of purchasing the property located at Cat Brier and Schoolhouse for a community center. The building has been empty for a very long time; I am sure there is a lot that needs to be done in the building, but I think it would be a great place to have our community center and information center. As a member of the Social Committee I am asked by residents many times to this club or this club and it is something the Social Committee cannot do because they are very small clubs and we cannot organize a crafting, knitting or whatever kind of club I am asked because it is for 10 or 20 people and the Social Committee has to deal with the mass of everybody in Harmony. This would be a great place for them to go to have their club meetings. Boy Scout and Girl Scout Troops could meet there; there are a million things that could happen in this building. Instead of paying to rent this facility we would have our own building to have our CDD and HROA meetings, offices for the Social Committee and Conservation Café. For the community garden, residents would be able to go to one place to get information; it would be a great place to congregate and be a community together. I know there is going to be a lot of work to be done and I hope that the Board does not just say it cannot be done and find a way to make it happen. It is good for the community and is something that is desperately needed.

*Supv Kassel* stated: We have been, for probably five months at least, looking to do a feasibility study for a community center. There have been several developments that have come about that have held up the process of hiring somebody to do a feasibility study. That parcel is not one we are considering because first it is very expensive, they are selling it for \$800,000, then there would need to be a lot of renovation done on the property and there is not a lot of parking area either. We have been looking into this and it is something on our minds. We would love to have a community center where all of the groups you mentioned would meet; it is something that is on our radar; and if you stay during the meeting, you may hear more about what has been happening with that.

*Ms. Walters* stated: There is plenty of parking; there is a whole park across the street. We have never gone to the owner to say we want to buy your property, and this is the best for the community. Maybe he will say, I will give it to you for \$200,000 and write-off the rest; we do not know because we have never asked. Instead of, it is too much money, we say: let's go ask him how much he wants for it. I do not know what he wants, I know what it is listed for, he has not sold it, and it has sat empty for years. Maybe he is tired of paying the taxes, but we do not know until we ask. I just know it is an empty building, it is big enough, it is chopped up inside with rooms here and there which would be perfect for us because we want it to be chopped up. This is a good deal, I am not a realtor, but it is there. It needs work, but we have people in the community, and we can ask them to help. We have contractors, roofers, painters, and Boy Scouts. I think we need to try.

*Supv Berube* stated: Part of what Supervisor Kassel eluded to was that we have tabled the feasibility study of the community center. We are not experts at this, but I can tell you the building on the corner will have two major impediments for the use you want. First will be zoning, because it is residential only; and secondly, if you turn it into a community center, you will have to have onsite parking. There is no way the County is going to change zoning on that building and then tell you to park everybody across the street. Again, we are not experts, and we understand there is a need for a community center, and we are trying to address it. There are several parcels that have come into the view, and that can be one of them, as part of the feasibility when we get to that point. We are waiting on the developer to make some decisions on land they now own, which has been discussed before. That is where we are at; it is not off the table, but again, there are many things to be considered before making decisions like this.

*Ms. Walters* stated: Absolutely, but we have not even made the first step yet.

*Supv Berube* stated: There is no reason to make the first step yet.

*Ms. Walters* stated: Yes, because there is a need.

*Supv Berube* stated: We know there is a need.

*Ms. Walters* stated: So make the step.

*Supv Berube* stated: Thank you.

*Mr. Dennis Cowden* stated: I am a new resident and I enjoy coming to the meetings, but the problem is I am an old guy and cannot hear very well. A lot of the time, I cannot hear what is being said at the table and I would like to ask your consideration for that.

*Supv Berube* stated: I thought the microphone was on.

*Mr. Cowden* stated: Unless you use the microphone appropriately, it makes no difference. I have a terrible time with the lady [referring to *Supv Kassel*], there is absolutely no way I can hear a word of what you are saying because your voice is so soft. Your [referring to *Supv Berube*] comments earlier were blocked by your hands and I could not see your lips at all. Please be sensitive to that fact. There is no requirement that we hear you, but I come here to hear, what the Board is discussing and every word is important to me; your comments back and forth, I would like to be able to hear that, and I think I speak for a lot of people back here who are like me, and a little limited, and would really like to hear what is being said. If you will please summarize what was said, so we can understand it. Just an opinion, if you would please.

*Supv Berube* stated: I am not sure what you have missed.

*Mr. Cowden* stated: I did not understand anything you said earlier when you had your hands up in the first presentation. I heard basically what you said the second time. Normally, it is very difficult to hear you and any discussion at the table amongst yourselves, we are not necessarily required to hear it, but we do not.

*Supv Bokunic* stated: It is a good reminder; I know when I sat out there I had a tough time hearing Supervisor Kassel.

*Supv Kassel* stated: Maybe it is time to invest in some lapel microphones.

*An unidentified speaker* asked: Can the speaker behind you be moved up here.

*Supv Berube* responded: It does not appear that there is enough cable to do that today.

*Mr. Cowden* stated: Just speak into the microphone.

*Supv Berube* stated: We have had this request before.

*Supv Kassel* stated: That is why we got the microphones.

*Supv Berube* stated: Maybe it is time to get a more efficient way of transmitting the sound to the audience and we will look into it.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes**

**A. June 28, 2018 - Budget Workshop Summary**

**B. June 28, 2018 - Regular Monthly Meeting Minutes**

*Supv Berube* stated: We have approval of June 28, 2018 meeting minutes.

*Supv Farnsworth* stated: We have two; I have the more recent one on here, too.

*Supv Kassel* stated: I sent over two dozen amendments initially and the revised one I have not gone through.

*Supv Berube* stated: The new one is largely the same. Most of the changes were some punctuation, but the attributions to who said what was what was all wrong. I looked at it quickly. The text of the revised minutes pretty much matches and the attributions, as far as I could tell, got fixed.

*Supv Farnsworth* stated: The only thing I found was double periods and misplaced periods.

*Supv Bokunic* stated: There was a lot of conversation where it was all coming out of your mouth.

*Supv Berube* stated: The revised version got it right because they went back to having Mona doing it and she understands who is who. The second version got it right.

*Supv Farnsworth* stated: There was text in the first one that was completely missing.

*Ms. Suit* stated: I have to apologize. Ms. Slaughter knows the District and the voices; she was out for a family emergency and it had to be done by somebody else, but as soon as she came back, we had her revise them as she is familiar with the District.

*Supv Bokunic* stated: I started reading it and said, "I didn't say that."

*Supv Berube* stated: Mr. Koncar got a lot of attributions.

*Supv Kassel* stated: I did not correct those.

*Supv Berube* stated: It got fixed.

*Supv Kassel* stated: There were some things that were, "What is that?" I do not know.

*Supv Berube* stated: It got straightened out in the revised version, and was back to where it needed to be.

*Ms. Suit* stated: Ms. Slaughter let me know she did catch all of Supervisor Kassel's edits.

On MOTION by *Supv Kassel*, seconded by *Supv Farnsworth*, with all in favor, the June 28, 2018 meeting minutes were approved, as amended.

*Supv Farnsworth* stated: We have the workshop minutes also.

*Supv Kassel* stated: They are a summary.

*Supv Berube* stated: They are not on the agenda.

*Ms. Suit* stated: They were sent afterwards.

*Supv Kassel* asked: Do we have to approve the workshop minutes?

*Supv Farnsworth* responded: Sooner or later.

*Ms. Suit* stated: Technically, you do not have to do minutes for a workshop; you just have to record it. Since they produced minutes, if you want to approve them, it would be fine.

*Supv Kassel* stated: I have not reviewed them.

*Supv Berube* stated: Table it until next month.

#### **FOURTH ORDER OF BUSINESS**

#### **Public Hearing re Parking & Garden Facilities Usage Fees**

*Mr. Qualls* stated: Before you go into the public hearing I wanted to say on the agenda under the General Counsel Report there is the Parking & Garden Facilities Road Resurfacing Contract Update; it may make sense to move that before the public hearing.

*Supv Berube* stated: Move it up.

{*Topical Discussion Suspended*}

#### **SIXTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **B. District Counsel**

##### **iii. Parking & Garden Facilities Road Resurfacing Contract Update**

*Mr. Qualls* stated: We sent a draft contract, as directed. The dollar amount was \$16,716 to put shell and fix the road that goes to these facilities. The other part I wanted to talk about, which is separate but related, is in our dialogue with the HOA Counsel. There was some talk about changing the \$100 per month cost to them. I think it is now going to remain flat. The attorney also mentioned \$2,000 of attorney fees for the legal work for the HROA and passing it on to the District since the work is being undertaken because it is now the District's duty to maintain and manage these facilities. I wanted to make sure you factored those cost components into your discussion and decision on setting the rates. Remember, right now this is an educated guess, to some extent, and you can change it through another public hearing. I wanted you to have those items on the table as part of your consideration.

*Supv Berube* stated: To be clear, the road resurfacing is what we approved last month, to not exceed \$20,000. The final number came in at \$16,670. The contract has been drawn by them, and since it has already been approved, it is just a matter of a signature; but Counsel wanted the Board to know that is where it was. The contract is ready to go and if we all say yes, I will sign the contract and Jr. Davis will start in 45 days.

*Supv Kassel* stated: We have already approved the contract.

*Supv Berube* stated: It is a matter of formality so you know what is going on. What that also did was trigger a stop. As you know, last month we talked with Field Services about buying some additional fill to finish the emergency repairs to the road. It took forever because of difficulties getting a W-9 and an invoice. It got cleared up this week, but has been put on hold in light of the fact that we are going to approve this contract. It seems a waste of money knowing that in four to six weeks we are going to be covering it all over. The road has been passable for this period of time, so it stopped that. We approved it last month, but it is no longer in effect. We are going to sign the contract; they will get going within 45 days. That brings up to date on the road. What Counsel referred to was some discussion, between the HROA manager, HROA Counsel, and CDD Counsel, regarding the fees. There are legal fees that have been incurred by the HROA, because of our assumption of the facilities and doing the contract. Whether we say we will pay the legal fees, or they pay them directly, it is going to be the same bucket of money. Those fees will go into the user supported facilities cost of operation. We can let that sit there, and at the end of the year, you will have the income less the repairs and maintenance. I am saying, let the HROA handle it at this point, and let it go into repairs and maintenance, or operations and maintenance, for the user supported facilities; and that keeps our budget clean. This is really a moving target, because it is the first time we have ever done this, and there are a lot of things going on. Does that cover it?

*Mr. Qualls* responded: I think you said it much more eloquently than I did. I am saying, when you are trying to figure out your rates per month, to consider the additional \$2,000 that had not been contemplated

previously.

*Supv Berube* stated: From what I understood from HROA Counsel, that is a high number; it should not get to \$2,000, but we are not done yet.

*{Topical Discussion Resumed}*

#### **FOURTH ORDER OF BUSINESS**

#### **Public Hearing re Parking & Garden Facilities Usage Fees**

*Supv Berube* stated: At this point, we will be opening a public hearing regarding parking and garden facilities usage fees. This is for the commercial vehicle parking area and the garden that some residents use. This becomes a public hearing because when the CDD owns facilities where we have to charge fees we have to give the public the opportunity to comment on what we are going to do in setting the fees. These fees will go into effect on approval and will be in effect for a period to follow the contract term.

*Mr. Qualls* stated: The contract is one year. The fees would be in place until they are changed.

*Supv Kassel* stated: These are month-to-month leases not six month or annual leases.

*Supv Berube* stated: The parking facility is six months and the garden is 12 months.

*Supv Kassel* stated: This says variable due to month-to-month leases.

*Supv Berube* stated: They are six-month duration.

*Supv Farnsworth* asked: Is there any reason why if I wanted to rent a parking spot I could not rent it for a year? Why do I have to come back in six months? Is it mandatory? Why is it mandatory?

*Supv Berube* responded: That is the way it was setup with the HOA. What that does is create some turn. Many of the spots are full and currently there is a waiting list for RVs. The whole thing needs to be reconfigured as we get into this, but it has been six months because since the inception the fee started out at \$22 a month, at the end of that six-month period it went to \$25; and at the end of that, it went to \$28. It has been a six-month rolling deal and each time that lease ended the fees went up slightly and that is just the way it has been and it has worked all this time. The garden is a little different in that there is less turnover there, so they have always been a 12-month plot.

*Supv Farnsworth* stated: What you are saying is you want this to remain in effect and every renewal is a 5% increase. I am not in favor of that at all.

*Supv Berube* stated: It does not have to be, but if you look at it if it is \$50 per month, 5% is \$2.50.

*Supv Farnsworth* stated: That is not the point. Either we know where to set it not building in an automatic 5% increase; that is bad.

*Supv Kassel* stated: What we are doing now to set the price could be done every six months; a 10-minute conversation about what they should be. Today is the first time we have done and it is going to take a bit longer, but in future, it will take less time. We can decide in the future rather than making it an automatic 5% fee. We do not know what the actual expenses are going to be to maintain these facilities.

*Supv Farnsworth* stated: This first time is going to be a bit of a guess, but to build in an automatic increase.

*Supv Berube* stated: We are not voting on that. We are voting on the fees published in the newspaper. It does not contemplate a 5% increase.

#### **A. Discussion of Proposed Facilities Fee Schedules**

*Supv Berube* stated: This is revised from what you saw two months ago; the garden income has not increased substantially because there are too many open spots. When the garden began, it was free and it was

full. When the fees went into effect the occupancy rate at the garden dropped. Currently, the nine small plots are at 45% occupancy, the medium plot is zero present, and the large plots are at 75%.

*Supv Kassel* stated: It is also the height of summer and people start dropping out come May until October or November.

*Supv Berube* stated: These are yearly leases. Whenever the leases in the previous 12-month period is where the occupancy is. The suggestion is, if you leave the fees where they are at you may stay at this average occupancy of 60% or do you take a calculated gamble and drop the costs a little to hopefully encourage more people to take a plot and potentially raise the total income. It is small numbers no matter how you do it.

*Supv Kassel* stated: I would not raise prices on plots.

*Supv Berube* stated: I said drop.

*Supv Bokunic* asked: Do you think lowering the price is going to drive more interest?

*Supv Berube* responded: I do not know. I know when a price was put on it the interest went away.

*Supv Bokunic* stated: We can always do a survey on Facebook. [Laughter]

*Supv Kassel* stated: He was just kidding.

*Supv Berube* stated: If you want to keep the current pricing that is fine. We contemplated the numbers when we did our budget here and at the HROA. We are not going to make the income this year that was projected. The annual budgeted income at the HROA is \$2,350, and it is going to end up at about \$1,700 or \$1,800. The expenses right now are \$1,898. Can we set a rate and give the HROA the authorization to have a sale to increase occupancy?

*Mr. Qualls* responded: I do not think I would advise it. The statute states the fees must at least be sufficient to provide for all expenses of operation and maintenance of such facility or service.

*Supv Berube* stated: In this case where this year the expenses have exceeded the income we cannot have that again. The expenses will have to follow the income the garden generates.

*Mr. Qualls* stated: Correct.

*Supv Berube* stated: Based on the current numbers we have to leave it the way it is and let it roll for a year to see what happens. Or, you make a calculated gamble and drop the fees; and hope that occupancy goes up.

*Ms. Suit* stated: When you are ready, we need a motion to open the public hearing.

On MOTION by <i>Supv Berube</i> , seconded by <i>Supv Bokunic</i> , with all in favor, the public hearing was opened.
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*Supv Berube* stated: If you drop the 30 large plots to \$75, you might be taking \$750 off your potential income, so you would have to rent ten of those to get back to where you were. As you monkey with the fees, it is such a small number that you really cannot adjust it too much; I think we have to leave it alone.

*Supv Bokunic* asked: How is this promoted?

*Supv Berube* responded: GardenatHarmony@yahoo.com.

*Supv Bokunic* stated: You have to go looking for it.

*Supv Berube* stated: There is a sign by the garden, but largely it is people who come looking for it. Marilyn is the administer.

*Supv Bokunic* asked: Can you mention it in your article this month?

*Supv Kassel* responded: I can.

*Supv Bokunic* stated: I think if we talk about it publicly, talk about it on the forums, talk about it in the magazine. If I were not involved with the CDD, I would not know about it.

*Supv Berube* stated: I am sure there are a number of people who do not know there is a garden here.

*Supv Kassel* stated: Marilyn had pamphlets made for the welcome bags from the Welcome Committee. I do not know if she is out of them. It is another way if we were able to have the pamphlets some place more central or publicize them some other way.

*Supv Berube* stated: It is not a bad idea. We can have the HROA management company print some pamphlets and put them in those welcome bags. The HROA is going to do several mailings in the next few months and they could be included. It would go in the operation and maintenance costs. If it generates some income, it pays for itself.

*Ms. Robin Walters* stated: I do have a garden plot; actually, I have three of them. It is not a cheap endeavor to do gardening. It is \$100 for one of my plots, then I have to go buy all the plants, and plant it all. I know the Garden Club does provide some of the pesticides and fertilizer; I get my own and that is my choice. This is suggestion, and maybe an incentive to keep people in there, but maybe every year you are there you get lowered 5%.

*Mr. Cowden* stated: My comments have to do with the parking facility. The garden is a plum for me to brag about to my friends, but I do not use it. I have two comments on the parking facility – raising the pricing automatically is ludicrous, it is not appropriate. I do not when we will have the opportunity to address that since it is not what we are talking about now. If in fact, the requirement is you have to charge enough to make a profit and you are at 100% I assume you are making a profit; why are you increasing those rates?

*Supv Farnsworth* asked: Are we talking about the garden?

*Mr. Cowden* responded: The parking. If we are making money is there any plan to increase it? I am not allowed to park on my street, in driveway and I am told there is no room in the facility. I am a resident, it is a benefit for me, but there is not room and there is a waiting list yet you are charging higher rates. Is that money going to expand that area so I can store there?

*Supv Berube* responded: To be clear, the CDD has only owned these facilities for about six or eight months. This is brand new to this organization. Everything that happened in those facilities prior to our ownership was handled by the HROA and prior to that the developer. There was not a whole lot of rules and regulations. The current developer, Sun Terra, did not want to be dealing with the ownership of that land, the taxes and such, and basically said we are going to deed it to the CDD. We quickly had to take ownership and management of it and it is not an easy task as Counsel will tell you because we have to follow the law and set these fees in a public hearing. We are going to contract with the HROA manager, who has been managing it, because he has the experience, the paperwork and all the minutia that goes with managing it. Since is still a new thing with us and it takes a long time, as you are seeing here tonight, to work it, stay within the confines of the law and treat everybody fairly and carefully. How this all looks six months or a year from now, we do not know. This is the unknown, we have never done this type of thing before where we had facilities like this, so it is a learning curve and complex because we are a government entity. The automatic fee increases are gone; that is the way it has always worked to get us to where we are at now. However, counterbalancing that, these spots are still significantly below what you can rent a comparable sized spot for at any other place.

*An unidentified speaker* stated: If you can get in.

*Supv Berube* stated: The increasing rate structure has not quelled demand. The exact opposite has occurred; the rates have gone up and demand has gone up. To answer the second half of your question, yes, as we stabilize this if the operation, as we go forward, demands more space we own more space back there and it is part of the mix. As you heard Counsel say, the cost of operating it cannot exceed the income. This is a non-

profit organization and there maybe excess revenues and those revenues will be devoted to make smart decisions where they need to be made. The occupancy on the small lots is not full and RV lot needs more room. I suspect as we settle all of this we will probably redo the square footage to eliminate some of the small ones and make several bigger ones because that is where the demand is. We have to get through the basics and we can only do this in a meeting. It is once a month and it goes month to month and here we are.

*Mr. Cowden* stated: Today we know we have a critical shortage of space. As we can work toward that and look at the numbers of the necessary rates to maintain our profitability is our next step. For now, tomorrow I want a place to store my boat and it is not there.

*Supv Berube* stated: It is on the radar screen, but we have to get this done. Mr. van der Snel and I have already talked about and looked at the fence lines to see if we have room to move it back there, how do we put the shell rock down and level it out, but we cannot do any of that until we get the ground work done. We have to set the rates and sign the contract with the HROA manager. That turns it free to become just another piece of CDD maintained property that we can do with like we do with everything else we own.

*An unidentified speaker* asked: Whose money is the rental money? Is it CDD or HROA?

*Supv Berube* responded: Because the CDD is the owner, it is coming to the CDD. The management contract with the HROA manager I am not sure. Did we get away from a lease? Did we change that?

*Mr. Qualls* responded: Yes.

*Supv Berube* stated: We are going to have a management contract with the HROA manager. He will take in all the money, do the repairs and maintenance. For the repairs and maintenance, the manager will contact field services and they will take care of broken locks, broken fence, lights out, and whatever needs to be done. It will all get worked into the budget, and at the end of the year, you will have income and expenses. The way we put it in the CDD budget this year was, we projected an income, as user supported facilities, and in the operations and maintenance general account, we put operation and maintenance of user supported facilities at the same amount because we just do not know where this is going to come in. The CDD budget is neutral this year and once we roll through the next 12 months we will have a better idea and can adjust it based on experience.

*Supv Farnsworth* stated: Since it is no longer leased to the HROA in any form or fashion, we are merely hiring someone to administer the fees and other than the fact that person is the HROA administrator there is no connection any longer to the HROA. We could hire anybody to administer this, and they would not have any connection to the HOA.

*Supv Berube* stated: Correct, we could contract with anybody. We have just chosen to contract with the HROA management company. Simply, because it is already there and being managed by them. It is \$100 per month for the management fee. The HOA is paying and it is being blended into the budget as expenses.

*Supv Farnsworth* asked: Which budget, theirs or ours?

*Supv Berube* responded: Both. It is the same pot of money.

*Supv Farnsworth* stated: The HOA's money is not our money.

*Supv Berube* stated: It will be when it transfers like this.

*Supv Farnsworth* stated: Now I am thoroughly confused.

*Mr. Qualls* stated: Number one, these are public facilities, period. They are government maintained facilities. This CDD has the absolutely duty in law to maintain these facilities; that is what you do. Number two, how are you going to manage these facilities and you have said there has been an existing manager of these facilities that is the HROA so let us keep that going and just like we subcontract the duties to maintain the landscape to a subcontractor you are looking to subcontract out the duties to maintain these facilities to the HROA. The contract sent is a contract between the CDD and HROA. The HROA, in turn, is maintaining

through its manager; and however that works, we do not care; you all look to the HROA. The only way to establish fees, since this is public, is to set them through this public hearing. If you are going to try to do a lease, you would still have to set fees to cover your cost. It ended up being a lot more work, and we sent out a communication to that effect. The simplest way is just the way you contract out with the landscape with Servello, to maintain the landscape, which is your duty. You all said let us subcontract with the HROA because they have been managing these facilities.

*Supv Kassel* stated: Not the HROA management firm; the HROA.

*Supv Farnsworth* stated: You have clarified that. We should not even be mentioning the management firm at all. We are interfacing with the HROA; not the management firm. The fact that the management firm is there is irrelevant.

*Supv Berube* stated: If you look at most of our contracts, some of them say the Harmony Community Development District by and through its manager. It is sometimes in the legal language on many of our contracts, this contract is going to be with the HROA by and through its manager. The HROA does not do any administrative functions; they hire a manager to do it, just like we hire those folks there to do our administrative work. Do I have it right?

*Mr. Qualls* responded: You are both spot on. You are essentially saying the same thing in different ways. The privacy of the contract would be between the HROA and the CDD. The pragmatic reality is the HROA is not out there managing it, just like each of you five who sit on this Board are not managing it. You have a District Manager who manages it. I do not know how the HROA works, but it appears they work basically the same way.

*Supv Farnsworth* stated: The legalities you straightened out; that is what I was questioning.

*Supv Berube* stated: We saw some updated budget numbers. The way it looks is for the garden the expenses will exceed the income by a small amount of money. The parking facility is a little different, and looks like the annual budget income is \$13,680; and as of last month, it has taken in \$11,428 and there are three months to go. The income from the parking facility will be right around the budgeted income, if not exceed it a little bit. So far, the expenses have been \$250 because basically nothing has been done there. The expenses will jump because we are going to start cutting the grass, repairing the fence and perhaps expanding the facility. These numbers are a bit skewed, but we are on target with the current numbers to meet the budgeted income. If you go back to the advertised chart, these are the proposed numbers for the garden it is self-explanatory – small, medium and large. The parking is currently at \$35 for all sizes. That does not work because a person who has a motorcycle they want to park in a little spot pays \$35 and a person with a 48-foot class-A motorhome gets all that space and pays \$35 and it needs to change. There are 13 different size lots; so it is broken into Group A, which are the small ones; Group B, which are the medium; and Group C, which are the large. Group C contains the open space for the big boats and motor homes. The chart suggests taking small from \$35 to \$40, medium from \$35 to \$45, and the large from \$35 to \$50, based on the fact that there are no big spots available, and have not been for some time. It suggests that the \$35 rate is too inexpensive and it has created an overwhelming demand and it also does not treat fairly the person who has a small boat trailer who pays \$35 for little spot versus the large motor home. It is important to remember these do not take effect immediately; they will be the rates for new renters. For those currently there on a six-month rolling lease these new rates will take effect when their lease renews.

*Mr. Cowden* asked: What is the purpose of the six-month renewal? It is so ridiculous it does not make sense to me. Why would you do that, and why don't we address it if we have an opportunity to do so?

*Supv Farnsworth* responded: I agree completely. There is absolutely no reason to dictate a six-month lease. If someone wants to do it for six months, that is fine.

*Supv Berube* stated: Again, past precedence.

*Supv Farnsworth* stated: Precedence does not matter; it was set by the developer. We are setting our own precedent.

*Supv Berube* stated: I get it; but that is the way it has been, and it has worked just fine, so we just left it. It does not have to stay. If you want to make it a year, we will make it a year.

*Supv Farnsworth* stated: The rental fee is set on a monthly basis and it is up to the renter how many months they want to pay you.

*Supv Berube* stated: No, too much administrative work month-to-month.

*Mr. Qualls* stated: What is before you to vote on is the chart there, not the contract, not anything else. You are getting into details of the contract. What that says is the monthly rental rate. There is no price escalator. I recommend you finish your public hearing, close out the public hearing, then debate amongst yourselves and make a final decision. This is not supposed to be a back and forth debate.

*An unidentified speaker [Pam]* asked: Are these fees also covering the cost of the road that goes up to the parking lot and the garden?

*Supv Berube* responded: No, it is a separate issue.

*An unidentified speaker* stated: We are commenting on whether it is going to be a monthly fee and you will decide if it is six months, one year or whatever it is.

*Supv Berube* stated: Yes.

*The unidentified speaker* stated: Right now, we are just voting on the fees.

*Supv Berube* stated: Voting on the fees as they sit in that box. These will be the monthly fees. One caveat, for simplicity, do we have to charge sales tax on the fees.

*Mr. Qualls* responded: No, the private HROA did. There is no sales tax for the District; you are a government. This is now a public facility.

*Supv Berube* asked: Are there any more comments? Does anybody object to the rate structure after hearing all the details of how we got there?

Hearing none,

On MOTION by <i>Supv Kassel</i> , seconded by <i>Supv Bokunic</i> , with all in favor, the public hearing was closed.
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*Supv Farnsworth* stated: This is not the only way of setting up this fee structure. This is based on tiered groupings, and it is not the only way of doing it. You can do it by pure square footage, and in my opinion, that is a more fair and equitable way of setting the fee for what you rent. I am opposed to the tiered grouping.

*Supv Berube* stated: The reason I put them in groups is because now they are all the same and that is clearly not right. To that gentleman's point, there is not enough room for the big ones, but we have a number of vacancies in there in the small and medium sized. And what that is going to require if we are going to keep the fences the same, and right now we probably should, we are going to go in and reorganize the interior to eliminate the small ones which do not get used; not all of them, but most of them. It is going to require reorganization to make bigger open room so people can get in. I did not want to get into setting all the individual sizes for the way it exists now because I am pretty sure we are going to get in there and revise the whole thing.

*Supv Farnsworth* stated: That is fine. In my opinion, it is much easier for me to revise this [square footage] table than it is to revise that [tiered grouping] one. You tell me what the sizes are and I can easily change this [square footage] table, and it will still be an equitable cost to the person renting the space.

*Supv Berube* stated: If we accept rates based on individual sizes, we cannot change it.

*Supv Farnsworth* stated: I have thrown out my objection to the tiered structure, and I have shown you there is an alternative. Regardless of which one you accept right now, in the future, you can do this.

*Supv Berube* asked: Any other comments from the Board?

Hearing none,

## **B. Consideration of Resolution 2018-4**

On MOTION by *Supv Berube*, seconded by *Supv Bokunic*, with all in favor, Resolution 2018-4, a resolution of the Harmony Community Development District fixing a fee schedule for lease of parking and garden facilities; providing a severability clause; and providing an effective date; was adopted.

*Supv Berube* asked: Are we good with this?

*Mr. Qualls* responded: Absolutely. You advertised the public hearing, held the public hearing, you listened, heard concerns, and you voted to adopt the resolution; that is by the book.

*Supv Berube* stated: To be clear, this is now the rule and tomorrow, as leases roll, this is in effect.

*Mr. Qualls* stated: That is correct.

*Supv Farnsworth* asked: How long is the resolution in effect?

*Mr. Qualls* responded: Until you change it.

*Supv Farnsworth* stated: Which means in six months or a year; if nobody else brings it up again, I am.

*Supv Berube* stated: I would expect when we get to budget time next year we will have better numbers. We can look at it, see how we ended up, and handle it as part of the budget.

*Supv Farnsworth* stated: That is fine.

## **FIFTH ORDER OF BUSINESS**

## **Subcontractors Reports**

### **A. Servello**

#### **i. Grounds Maintenance Status**

*Supv Berube* stated: I do not know how you got put after all of that. Let the record reflect, we have Mr. Jason Migues and Mr. Scott Feliciano with us.

*Mr. Migues* stated: Week ending July 13<sup>th</sup> we started the pine straw installation, applied Round-up and ant bait, hand weeded both entrances and cut all common grounds. On July 6<sup>th</sup>, we applied ant bait, hand weeded both entrances, cut all common grounds and detailed Five Oaks, Town Square and Cat Brier and applied a top dressing to the soccer field. On July 29<sup>th</sup>, we applied ant bait, Round-up, cut all common grounds, hand weeded both entrances, detailed both pools and swim club and detailed Ashley Park.

*Supv Berube* stated: For the last three months, what we have heard from you is that it has been raining a lot, it fouls up our schedule; the grass grows a lot; the weeds are really growing; the trees are exploding with growth because of the rain. We have heard rain, rain, rain. I look at your report and every single week but there is a line there that says many areas throughout the property appear to have drought stress issues and it is going on and on. How can you say over here it is super wet and everything is growing like crazy, but over here when you put it on paper you are telling us that we have a drought situation?

*Mr. Feliciano* stated: What happens is, when you get a lot of rain, everyone thinks it is great; the grass is going to grow, and the grass is growing; but what happens is, sometimes you get too much rain; and what happens to St. Augustine is, the roots tend to go shallow; the roots tend to go to the surface because they are running away from water. You get a week to two weeks where you have no rain and your irrigation is shut off for a couple of days or is only running one day drought stress immediately sets in because you have direct sunlight on your roots. What we are trying to do in any area where we see drought stress we are going to note it. It does not mean it is a bad thing because you are going to see drought stress in the State of Florida in all open areas; it is typical of St. Augustine. What helps us out is we are bringing it to everyone's attention; it brings it to our horticulture team's attention because what happens with drought stress is now you have chinch bug issues. When we first took over the property, if you will remember, there were tons of areas where the grass was dead and it was all from chinch bugs. We need to start putting everything on a report, the good, the bad and the ugly. Again, the notations of drought stress may not be that irrigation is not doing their job; we just have to note these areas. You have some areas that are doing fine, but they are in shaded areas. You have some areas in direct sunlight and with all the rain we are having right now we had better be prepared for either Gray Leaf Spot, we are going to have fungus', Pythium Root Rot, we better be ready for that and then you are going to go back to your open areas again with drought stress.

*Supv Kassel* asked: How is it drought stress if there is rain almost every single day?

*Mr. Feliciano* responded: Too much rain just runs off. When it rains, we like a slow rain, a drizzle, because it allows the soil to soak it in.

*Supv Kassel* stated: Everywhere the ground is soaked.

*Mr. Feliciano* stated: It can be soaked one week and the next week it dries out. In the following two weeks, you get no rain on it and then your root system from St. Augustine is exposed at the top, and as soon as the sun hits it. Again, with St. Augustine the roots tend to run away from too much water.

*Supv Farnsworth* stated: When I look at this, it looks like you had a one-track mind. Week after week the same thing and none of what you reported is highlighted at all in this report; why? The things you spoke to as to what you did week-to-week should be in here. There should be statements of what you did that way we can see it and you can speak to it at the meeting. What we see is nothing but "you have drought, we are trimming trees", that is the only thing that shows up in the report.

*Mr. Feliciano* stated generally when he speaks of cutting all the common areas we do not put it in the report because it is checked off.

*Supv Farnsworth* stated: Why not; it is part of maintenance.

*Mr. Feliciano* responded: It is on the maintenance report.

*Supv Kassel* stated: It is on the other report above that one.

*Supv Berube* stated: What you are saying is that the report that was just on the screen is over and above the chart you supply every month.

*Supv Farnsworth* asked: Is that what you are saying?

*Mr. Feliciano* responded: Right, things you typically see. If we spot an area where we had to treat chinch bug, we are going to put it on that report as well. It is not the common stuff you do day-to-day.

*Supv Berube* stated: It is hard for us amateurs to absorb that with all this rain falling from the sky that drought could ever possibly be part of the equation.

*Supv Farnsworth* stated: If you have a drought issue, you would go to the person who is controlling the irrigation; if you need irrigation, you have to say so. The issue would be addressed, rather than just putting it on here.

*Supv Kassel* stated: As soon as you see it.

*Mr. Feliciano* stated: Some of those conversations have happened. We just had a meeting with Mr. van der Snel especially with the new turf areas that we want to install sod where we are going to be working together with it. With Mr. Miguez being here every day he is going to be more proactive with it, but again just because you see drought stress areas it does not mean we have to run to Mr. van der Snel to say up the irrigation because it is typical. It brings it more to our attention because we see those reports as well and it allows us to go to those areas to make sure you do not have chinch bugs. I do not expect to say it to Mr. Miguez or Mr. van der Snel for them to check it, those reports go throughout our office.

*Supv Farnsworth* stated: For the meadowland grass, you have essentially checked every week as scheduled, but you are only doing it about every four weeks.

*Mr. Miguez* stated: It does not get done every week.

*Supv Kassel* stated: Then there should not be an x there.

*Supv Farnsworth* stated: If it is not scheduled, there should not be an x there.

*Mr. Miguez* asked: May I elaborate?

*Supv Farnsworth* responded: Sure.

*Mr. Miguez* stated: What we do is, instead of cutting the whole property every week, we break it up into pieces so we can eventually have some time to detail.

*Mr. Feliciano* stated: You mean the meadowland.

*Mr. Miguez* stated: Exactly. The meadowlands are scattered throughout the property so instead of saying we are going to cut all of the meadowlands just once per month is not feasible for Harmony at all because it generates a lot of complaints. We have had meetings where we have gone above and beyond.

*Supv Farnsworth* stated: I have no problem with that; all I am questioning is the way it is scheduled. If it is fractional and you are doing a fraction every week, then okay you have something scheduled every week and you did something every week so there should be a checkmark there.

*Mr. Feliciano* stated: We need to put a fraction or a checkmark there.

*Supv Farnsworth* stated: Instead of leaving it blank.

*Mr. Feliciano* stated: It is supposed to be done once per month per contract.

*Mr. Miguez* stated: It is done every other week.

*Mr. Feliciano* stated: We can move the x's.

*Supv Farnsworth* stated: If you are only marking it off once per month, but spreading it across several weeks, that is fine. Either use all the x's or only use one x; one or the other.

*An unidentified speaker* stated: This is a question for personal property; I do not if it is appropriate for them to answer. Since you mentioned drought stress for personal property, is it advisable to turn off your system; or should we leave it on two days per week?

*Mr. Feliciano* responded: I would leave it on the two days per week. If you have a workable rain sensor once you get too much water your rain sensor should shut down your system. What happens sometimes is you turn off your system and you forget to turn it back on. It depends on the soil base you have, but from having rain three weeks in a row to having no rain for a week straight you can have drought stress.

*An unidentified speaker* stated: I am wondering if instead of calling it drought stress, if you call drought stress, drought stress when it really is not and then when the roots are up at the surface getting burned by the sun because it has not rained call that something else so they are not confused.

*Supv Kassel* stated: You understand what our confusion is.

*The unidentified speaker* stated: My husband did landscape maintenance for 25 years so I understand all of it and I am just trying to help you understand it by maybe having it called something else.

*Mr. Feliciano* stated: I do not necessarily look at the color of the turf because once you get drought stress the turf gets a little lighter, it is not dark green. I look for blades, when the blades fold in half it is searching for moisture and shows me it is a stress area.

*Supv Berube* stated: Let us talk about tree trimming. We have talked about it every month for the last three months and each month you say when we come here next month it will all be done. It has been multiple months and it is not done.

*Mr. Feliciano* stated: Pretty much everything is done.

*An unidentified speaker* stated: Oh, no.

*Mr. Feliciano* stated: I want to discuss your house because what you are discussing is not contracted tree trimming. The trees laying on your house are above 20 feet and in most cases, it is an additional expense that I will go around and do a proposal for. In fact, a lot of the mature street trees that you, especially along Cat Brier, those trees are 14 feet and in some cases 16 feet in height. The contract states 10 feet. We are going above and beyond because you have mature trees. A lot of the trees we attacked, especially on Cat Brier were so off balance, your leaders were horrible. Whoever did them before did not balance out the complete tree so we had to take off more to balance out the tree. During hurricane season, it will not be so easy for the tree to tip over. We had a list this week, Mr. van der Snel, Mr. Miguez and I met and we drove through and there were two trees. The only other thing that has to be addressed which required the bucket truck. The misconception is if you are trimming trees 14 feet, you need a bucket truck and you do not necessarily need a bucket truck for that. On your streetlights, you do need them for the top of the sensors. There are some trees that we have to use the bucket to get the top of the sensors. Other than that, all the other trees are trimmed throughout the community.

*Supv Berube* stated: Here is why I think that is not the case. Along Cat Brier the street trees got done a long time ago and now you have moved back on the other side of the sidewalk; you have all the green area back to the golf course maintenance line which is delineated by the white plastic pipes. Many of those trees that are set back have not been touched. Some of them are touching the ground.

*Mr. Feliciano* asked: Along Cat Brier?

*Supv Berube* responded: Yes.

*Mr. Feliciano* stated: We went through that entire area.

*Supv Kassel* stated: Not along the curb.

*Mr. Feliciano* stated: I am not talking about the curb; I am talking about the area with the sidewalk.

*Supv Berube* stated: Set back. There are those bright green trees; I call them like a Weeping Willow. I understand you do not want to bunch them up, but there are several stands of those where the weepers are touching the ground.

*Mr. Feliciano* stated: Myself, Mr. Miguez and Mr. van der Snel drove those areas yesterday.

*Supv Berube* stated all along Little Blue Lane, behind the west side of the west entrance there are six or seven Sycamores lined up; they have not been touched and there are suckers coming out of the ground there. All along that fence line, and I know we talked about not trimming them because of the sound effect, but some of the trees there look bad and the beds are a mess.

*Mr. Feliciano* stated: Mr. van der Snel and I did address that and what we were saying was we were going to raise the trees so the mowers can get under them. The reason we did not trim them in the beginning is one, those trees have never been touched. When we first came here I proposed raising them up the correct way

and it was no, those trees are for a sound barrier purposes and is why we did not put those trees on the list. We did visit those areas and agreed we are going to lift those trees up so they can mow it properly.

*Supv Berube* stated: There are other areas, I will note them, where trees still need trimming in my opinion, but we will do that separately. The H1 and H2 entrances both have Palms at the entrances. They have dead brown fronds hanging and are a mess. I do not know if it falls under tree trimming, normal maintenance or what, but they need to be cleaned up.

*Mr. Feliciano* stated: All your Palms do.

*Mr. Miguez* stated: We just talked about that this afternoon.

*Supv Berube* stated: Beyond that pine needle mulch.

*Mr. Miguez* stated: It is at the shop.

*Supv Berube* stated: We heard that last month.

*Mr. Miguez* stated: No, we just got it today.

*Supv Berube* stated: You said last month it is at the shop and we will have it done in a week and half and the month before that.

*Mr. Feliciano* stated: He is behind on it and we will own that. It should have been done; it did not get done. He did order it, it is now at the shop and I expect for it to be done by the end of the month.

*Supv Farnsworth* asked: Will it then show up under mulching?

*Mr. Feliciano* responded: Absolutely.

*Supv Berube* stated: There are several pocket parks one is in Goldflower. You were in there awhile back and cleaned out all of the weeds there. Now it is nice and clean, but there are no pine needles. Several of the pocket parks need pine needle mulching here and there. The Bermuda fields, and before we touch on them directly, I get a little concerned because somebody drove a big Servello truck down behind the field into the mud zone and stuck that thing right to the axles, in the sod, in the mud, driving over sidewalks which should not have big trucks going over them. Beyond that, we then went and got a 30-ton loader, hooked it to the truck, and dragged the loader and the truck right across the soccer field that we are trying to aerate, and loosen the soil under it so the grass can grow nicely. We are spending money every single month and now somebody runs 80,000 pounds of equipment dead center of the soccer field, over another section of sidewalk, and out into the street.

*Mr. Miguez* stated: The employee was terminated. We addressed it right away; and as Mr. Feliciano said, we will own that. I thought it was rather ridiculous myself.

*Mr. Feliciano* stated: It has been addressed internally; and if there is any sod damage, we have offered to reimburse the CDD for the sod and stuff.

*Supv Berube* stated: So, now we have these trails that go across the field that we are spending a pretty good amount of money on. I know we said the improvement would not be immediate on those two fields. I am going to say the improvement is not immediate and if anything, the look of those fields has declined. Where are we headed with this? We said that in six months we were going to revisit this and see what is going on. What is your thought? Are we making progress? My initial look at it is saying it is not looking pretty.

*Supv Kassel* stated: You said we should start seeing something in three months.

*Supv Berube* asked: You live across the street and look at it all the time; what do you think?

*Supv Kassel* responded: I think it has been two months now and I am not seeing anything.

*Supv Berube* stated: It has been more than that because we got a bill for two months and there was one ahead of that, so it has been more than three months.

*Mr. Feliciano* stated: I am not sure of the exact date, but I have walked the field and I walked it today and do see improvements with the turf. However, what Mr. Whitaker would like to do is, when you get into wintertime in the cooler temperatures where everything stops growing it is going to allow us to put pot ash down. Potash helps the root system of the turf and we are going to be able to spray it aggressively for weeds. Right now, with the temperatures we have it is not good for weed control. Another thing I noticed today that I will get with Mr. Miguez on is that we should be cutting those fields at two inches. They are too high and I think it is promoting weed growth.

*Supv Berube* stated: They explode with growth and they do not get cut for a long period of time. Everybody drives by there and says what is going on here, it is a mess. I think your right that they need to be cut back more often before you have the sprouts. What I am hearing from you is you want more time to continue down this plan.

*Mr. Feliciano* stated: Absolutely and I think we need to look at going at a two-day cut right now on it. I would cut it Monday and probably Thursday.

*Supv Berube* asked: Beyond cutting, how often is somebody there doing a treatment on the field?

*Mr. Feliciano* responded: They have been going every month. I know that this month you are scheduled for another aeration of the field. We have done topsoil on the field; they did fertilization; it is every month we are in there doing something to the field.

*Supv Berube* stated: The reason I brought that up is because there has been some conjecture in the community that nobody is ever there from Servello doing anything but cutting the sprouts, and I was not sure about that. For the Board's edification, Mr. van der Snel asked what we should do about a month or two of bills on that field; and to this point, we wanted to talk to you tonight about what has been going on. There have been some changes, so I guess what you are saying is, it is getting treated, you are working on it; so I am telling the Board we are going to release these bills for payment based on what we are hearing tonight.

*Mr. Feliciano* stated: I have been there on two separate occasions with the crew. Mr. Whitaker, himself, has been there on two separate occasions with the crew.

*Supv Berube* stated: Nobody can see all the time when you are there, so it is hard to say; but when you get the comments that nobody from Servello is doing anything except cutting the sprouts.

*Mr. Feliciano* stated: The other thing is we leave flags, but we cannot control if kids decide to come by and pick up the flags.

*An unidentified speaker* stated: There is still a lot of foot traffic on the field.

*Supv Berube* stated: If you think it needs no traffic rope it off.

*Mr. Feliciano* stated: Right now, we need to start cutting it shorter.

*Supv Berube* stated: Much of the same commentary goes on for the other in Neighborhood G.

*Supv Kassel* stated: Blazing Star Park.

*Supv Berube* stated: I think your aeration guy is going to have some fun when he gets on those loader tracks in the sod. Weeds continue to be a problem next door to Supervisor Kassel's house. In that park area, the tree rings are full of weeds. Behind Supervisor LeMenager's house, the tree rings are full of weeds. Many planter beds are full of weeds. It is not only weeds; some of it is grass growing into the tree rings. Across from his house along Cat Brier, along the golf course, all of those tree rings, stuff is growing everywhere.

*Mr. Miguez* stated: If you cut Cat Brier in half, everything going east has been sprayed and this coming week I will be able to spray all of the parks going west.

*Supv Berube* stated: My concern is the spraying should take place before the mulch is drowned out by St. Augustine grass growing over it. It suggests when the grass has that much time to get ahead of the spraying

it has not been sprayed in a long time. We have talked over the last several months about the intrusion of conservation areas into treated areas. I have not seen any attack on that. Do you have a plan to beat some of it back?

*Mr. Miguez* responded: I have to get approval for some overtime to have some guys come out outside of Monday through Thursday.

*Mr. Feliciano* stated: It is approved; let's do it.

*Mr. Miguez* stated: We will do it outside of normal detail time.

## **ii. Revised Proposal for Removal of Dead Pine Trees**

*Mr. Miguez* stated: It is not just Clay Brick; it is also along Cat Brier.

*Supv Berube* stated: I think we discussed this last month; I should have got out there to look at them. Is every single tree diseased to the point where they have to go?

*Mr. Feliciano* responded: Yes. There are some trees where the bottom quarter or half the tree is dead and there is green foliage on top. I advised him to leave them alone for now as it is typical with Pine trees.

*Supv Farnsworth* stated: There are at least five on Cat Brier, that I am aware of. One is broken off.

*Supv Berube* stated: You mentioned previously that with Pines you can leave the stumps. The proposal indicated flush cut; explain what that means. These areas are going to be covered with Pine needles. Flush cut is with the ground or slightly below the ground?

*Mr. Feliciano* responded: Slightly below; when you put pine straw over you will not see them. They do not come back, they do not generate suckers.

*Supv Farnsworth* stated: The trees are not going to be replaced.

*Supv Kassel* stated: No, this is to install.

*Supv Berube* stated: They are going to cut the dead ones and install new ones.

*Supv Farnsworth* stated: You will have to move it slightly.

*Mr. Feliciano* stated: Some of the Pine trees are on top of each other and then you have a large gap between before you get to the next Pine tree. I suggested we fill the large gap and not necessarily put it back in the same spot.

*Supv Berube* asked: Comments from the Field Services Manager?

*Mr. van der Snel* responded: I have seen all the trees; I have been around with Mr. Miguez. The smaller Pine trees are on Clay Brick next to the school tunnel on the left side. The 37 others are counted at Clay Brick and on Cat Brier. When the cutting starts, we are going to recount and put a ribbon on or a flag so we get an accurate count of what is moved and then we have to make another plan on replanting the 45.

*Supv Berube* asked: Is this a wise time of year to do this?

*Mr. Feliciano* responded: It does not matter with trees right now. If the temperatures were around the 30's you can put Pine trees in, but I would not advise it.

*Supv Berube* stated: The reason I ask is we are coming to the end of the budget year and we do not have \$13,950. We have spent a lot of money on trees this year.

*Mr. van der Snel* stated: My advice is to leave the planting and reevaluate next year.

*Supv Kassel* stated: Or in the Fall.

*Mr. Feliciano* stated: I agree. You need to get rid of the liability issues; I would say get rid of the dead trees and installation can wait.

*Supv Kassel* stated: The thing about installation is there are people who want the trees there because it creates a sound barrier and by waiting several months their sound barrier restoration is being put off.

*Mr. van der Snel* stated: In the areas where these trees are there is not really a sound problem.

*Mr. Feliciano* stated: With the dead trees, you have no foliage anyway to provide a sound barrier.

*Supv Berube* stated: If we take the trees out, we are still talking \$9,000, which makes the budget hit a little easier, but we still do not have \$9,000 sitting. We could find it. It is the will of the Board, what do you want to do, proceed with taking them out during this budget year or do you want to schedule for next budget year?

*Supv Farnsworth* responded: It needs to be done. You can find \$9,000.

*Mr. Feliciano* stated: I would look at the areas where you have the most traffic. Some of the Pine trees might be in areas where no one walks or anything in an open field and I would say leave it, but on Clay Brick where the kids come through the tunnel I would say it is a priority. You can break it up if you want to.

*Supv Berube* stated: If we are going to go, we are going to go.

*Supv Farnsworth* stated: There is no easy way for us to break it up with what you have proposed.

*Supv Berube* stated: If we decide to do this now, we might as well do the whole thing and get it done. That is the question, do you want to do it this year and force a move around in the budget or do you want to wait until after October 1<sup>st</sup>?

*Supv Farnsworth* responded: No.

*Supv Kassel* stated: I do not want to wait.

<p>On MOTION by <i>Supv Berube</i>, seconded by <i>Supv Kassel</i>, with all in favor, the Servello proposal to remove and install 45 Pine trees, at a cost of \$13,950, was approved.</p>
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*Supv Berube* asked: Does this require a contract to cover this?

*Mr. Qualls* responded: Yes. You just accepted it as is?

*Supv Berube* responded: As is. District Manager, we will have to move some money around.

*Mr. Koncar* stated: We will take it out of Fund Balance.

*Supv Berube* stated: When Counsel writes the contract, you will see a note that we want a start and finish date. All contracts going forward will have start and finish dates with a potential hit if you do not meet it. The start and finish date will be generous, it is not intended to penalize you.

*Mr. van der Snel* stated: So, I understand, we are replanting the 45 trees.

*Supv Berube* stated: Yes, we are; subject to you getting together with Servello.

*Supv Bokunic* stated: You indicated that you would rather wait until later. Did I hear that right?

*Mr. Feliciano* responded: For budget reasons for the District. It does not matter to us, but we can do it now.

*Supv Berube* asked: Is this subject to the 40% draw or is that just for \$10,000 of materials?

*Mr. Feliciano* responded: It is the materials expense on this one.

*Mr. Qualls* stated: It would be 40% of the new trees.

*Mr. Koncar* stated: For the record, we will not make the payment until we get a contract and an invoice.

*Supv Berube* stated: Correct.

*Mr. Koncar* stated: There was a problem in the past, but we do not pay until we have a signed contract and an invoice.

*Mr. Feliciano* stated: I sign the contracts.

*Mr. Koncar* stated: That is fine, just so everybody understands.

*Supv Berube* stated: Counsel will supply the contract; it will be emailed to you and the District Manager for signatures and dating. Once the contract is signed, the District Manager will usually have a check within 24 to 48 hours. The July invoice that was being held for the soccer field is okay to pay now.

*Ms. Suit* stated: Mr. van der Snel needs to approve it and get it our way.

### **iii. Second Revised Proposal for Community Sod Replacement**

*Supv Berube* stated: The sod, we keep putting this off and here we are.

*Supv Kassel* stated: Would like to observe irrigation system first.

*Supv Berube* asked: Did that happen this week? You had a ride around.

*Mr. Feliciano* responded: The day we wanted to get out to walk these areas we could not; it was raining.

*Ms. Suit* stated: We had a lengthy discussion and you did decide between the two of you how we were going to address the irrigation.

*Mr. Feliciano* stated: We are going to look at the system on all the areas I noted to make sure we do not need to add any heads to those areas for coverage purposes. All of the heads are going to be flagged, once sod is removed we are going to run it again to make sure nothing is broken and once sod is installed I will give Mr. van der Snel a list of the days and times he should be running watering.

*Supv Kassel* stated: This proposal does not include spraying for fungus before installation.

*Mr. Feliciano* stated: We spray all the turf.

*Supv Kassel* stated: It is not here.

*Mr. Qualls* stated: We will add it to the contract.

*Supv Kassel* stated: I just want to be sure it is there.

*Supv Berube* asked: Soil amendments?

*Mr. Feliciano* responded: We agreed that we are not going to charge an additional expense for soil amendments. We are going to apply as needed.

*Supv Berube* asked: Does soil amendments mean chemicals or additional soil?

*Mr. Feliciano* responded: Additional soil.

*Supv Berube* stated: What will happen is, sod will be removed per a schedule that you have set up with the Field Services Manager; you will then observe the irrigation. Counsel, I am asking you to put all of this in the contract. You will observe the irrigation on the raw land to make sure it is acceptable to you, and Field Services will make the irrigation work to your satisfaction.

*Mr. Feliciano* stated: That is correct, but on some of these areas I would like to look at the irrigation now to check for coverage issues.

*Supv Berube* stated: We are talking about what the contract is going to say to make sure that all of this happens. Once you are satisfied with the irrigation you are going to do soil amendments to include fungicide, herbicide, all of that, to make sure the new sod goes down on properly treated soil.

*Mr. Feliciano* stated: We treat the sod not the soil.

*Supv Berube* stated: We have been down this road before – you rip up the old sod, throw down the new sod, turn on the water, off you go and it dies in three months. We are trying to avoid that. Proper treatment both pre sod and after sod, you will give Field Services a schedule of watering times – how much, how often and when.

*Mr. Feliciano* stated: Right.

*Supv Berube* stated: All in the contract.

*Mr. van der Snel* stated: They will receive a report every week.

*Supv Berube* stated: We get that you do not want to be responsible for sod dying and we do not want to go down this road again. Having had a history with this before we are making sure we have it right.

*Mr. Feliciano* stated: We reduced it \$12,000 from the previous proposal.

*Supv Berube* stated: To be fair, you took out a lot of square footage. The question to the Board is timeframe. Sod is now available.

*Mr. Feliciano* stated: You have to remember anytime you have rain for weeks, sod is delayed because all sod fields are lower than normal tables so they are flooded out.

*Supv Berube* asked: Once we go through the hieroglyphics with Counsel and the District Manager to get all the paperwork done, how long before you launch?

*Mr. Feliciano* responded: With the rain, you are probably looking at the end of August to get sod down.

*Supv Berube* stated: Once again we are into do you want to move money out of Fund Balance to fund it or do you want to wait until next budget year?

*Mr. Feliciano* responded: I want to be realistic with my timetable.

*Supv Berube* stated: It is when we launch that is important to us for funding.

*Supv Farnsworth* asked: What was in the budget? Anything there that we had allowed for that did not get used?

*Supv Berube* responded: We devoted a lot of money to Fund Balance this so if we cannot find it in the regular budget lines, we can take it from Fund Balance.

*Supv Farnsworth* asked: In FY 2018 funding?

*Supv Berube* responded: Yes. The Fund Balance is general so if we decide to do this we are okay. We are probably going to pay it next budget year, but it should calculate back to this one. Do we want to launch this now?

*Supv Kassel* asked: Can we approve this subject to the expenditure happening in the next fiscal year?

*Supv Farnsworth* asked: Why would you want to do that?

*Supv Kassel* responded: The rainy season will be closer to over by then so the risk of fungus in the sod will be lower.

*Mr. Feliciano* stated: In August.

*Supv Kassel* stated: In October.

*Mr. Feliciano* stated: Absolutely, in October as well. If we are going to do it in October we cannot wait until the last week because then you are reaching the cooler temperatures and you do not want other things to hit.

*Supv Berube* asked: What determines what fiscal year an invoice has to go in to? Is it the date we authorize things or the date we receive the invoice?

*Mr. Koncar* responded: When you receive the service.

*Supv Kassel* stated: It sounds like it will not happen before September or October anyway.

*Mr. Feliciano* stated: The end of August.

*Supv Kassel* stated: First we have to do the contract, then we have to have an invoice, you have get paid for your materials and by the time all that happens it is a month right there.

*Supv Berube* asked: Is it your desire to put it in October?

*Supv Kassel* responded: Not necessarily; it could be.

*Supv Berube* stated: I agree with you. I want it in October because I think we are going to get a better job. It is going to be cooler for the guys and the rain will probably be gone.

*Mr. Feliciano* stated: With the sod shortages, we have had and now the rain is affecting it, most of the large companies are only giving you ten pallets every three days.

*Supv Kassel* stated: You are saying by waiting until October we are likely to have a higher availability of sod.

*Mr. Feliciano* stated: September and October, absolutely.

On MOTION by *Supv Berube*, seconded by *Supv Kassel*, with all in favor, the Servello sod proposal, in the amount of \$26,735, to start as soon as possible after October 1, 2018, was approved.

*Supv Berube* stated: Counsel will draw the contract as usual. It will be dated a little ahead and will probably be signed around October 1<sup>st</sup>. At that point the District Manager will do the check for the draw and this will roll in October.

*Mr. Feliciano* stated: One of the things I would advise is that we have multiple properties where we encourage them to put a sod budget in of four pallets per year, because you are going to run into areas that are untreatable such as areas with wild Bermuda grass, or some funguses you cannot treat.

*Supv Berube* stated: We have done the budget for the year and it is pretty much set; however, we did put money in contingency in other places. If we have to replace some sod, it is not going to be a budget breaker. I am not saying we are full of money, but when we run into those things we are okay.

*Mr. Feliciano* stated: We will schedule a meeting with Mr. van der Snel next week to go over the trees to make sure we did not miss anything. Also, something I want to start doing and we spoke with Mr. van der Snel and Ms. Suit about is I think it would be beneficial for both parties if we start creating a punch list. In this way, Mr. Miguez can respond with timelines and completion dates and turn it in by the end of the day on Friday each week.

*Supv Berube* stated: That is fine; communication is key.

## **FIFTH ORDER OF BUSINESS**

## **Developer's Report**

### **A. Discussion of Land Swap (Tract VC-1)**

*Supv Berube* stated: The developer is in Europe; nothing has changed.

*Supv Kassel* stated: I may be seeing Mr. Jerman next week. How does the Board feel about me asking what the status is and where things are?

*Supv Berube* responded: I have no problem with it. It is just general conversation.

## SIXTH ORDER OF BUSINESS

## Staff Reports

### A. Engineer

There being none, the next item followed.

### B. Attorney

#### i. Update on “No Road Access” Letter

*Mr. Qualls* stated: We did some due diligence. We were asked to write a letter to the developer/owner of M development parcel. We are talking about the parking and garden facility road. The goal was to inform them their access to the road would be denied. The reason given was to say there is a gas line easement. The challenges are after we did the research. First of all, it is the gas company’s job to enforce its easement. Second, and more important, is that the developer, in the easement documents, has reserved the right to utilize the road. We got together with the manager a couple of times and did some brainstorming, and what we are going to propose is that we write a letter to the current developer and we say there needs to be some cost sharing, and if you damage the road it needs to be fixed. We will figure out a way to get a developer funding or contribution agreement to offset your cost should that road be under heavy usage by them.

*Supv Berube* stated: You are saying the developer, but you mean the private owner of neighborhood M.

*Mr. Qualls* stated: Yes. If that is fine, we will proceed in that direction.

*Supv Berube* stated: The whole deal is we do not want them to damage our new \$17,000 road.

*Mr. Qualls* stated: That makes sense; we just cannot do it in the route we thought we could, but we can still get it done.

#### ii. Discussion of ADA Website Compliance

*Mr. Qualls* stated: We were asked to look into the ADA website compliance. Your manager noted last month they had seen a spike in lawsuits. The key here for plaintiff attorneys of the world is the law has an attorney fee provision; so if you prevail, you are going to be entitled to attorney fees.

*Supv Berube* asked: Am I getting this right; we are looking at disabled access to the website?

*Mr. Qualls* responded: That is correct.

*Mr. Koncar* stated: Visually impaired. The idea is that there is technology that exists because everything on the website is a PDF. There is technology that allows you to click on the website, hit a PDF, and convert it to an audio file.

*Ms. Suit* stated: It is a very expensive process. Someone is now actively pursuing any governmental agencies website.

*Mr. Qualls* stated: This would be attractive for a plaintiff’s attorney because there is an attorney fee provision in the Federal law; meaning if you prevail you are entitled to attorney fees. Title II of ADA does prohibit discrimination in the provision of public services. Title II of the ADA deals with governments. Interestingly, it requires effective “communication” for individuals with disabilities. What that means is if you are disabled and cannot see, you still have to be able to hear the documents off the website, so you are still getting the same information.

*Supv Farnsworth* stated: I am a little confused. If you cannot see, how do you get there?

*Mr. Koncar* responded: That is a good question.

*Supv Kassel* stated: It is like the TTY service; there are aids for people who are blind or visually impaired to help them access the internet. There are aids and this would filter into software that would help them through those aids.

*Supv Berube* stated: This is about attorneys engaging people looking for a payday.

*Mr. Qualls* stated: I would say it a little differently than that. I am just giving you the black letter law; I am staying out of the commentary. The only way you do not have to have this effective communication is if getting your website to the point where you have these tools imposes an undue burden on your delivery of services. If a court finds there is a violation, and there is not a lot of case law in this area, but if a court were to find there were a violation they would order you injunctive relief, meaning pay the money to fix your website plus attorney's fees. Most of the cases we have seen, settle. As you can imagine, your cost of defense to show this is an undue burden starts to eat into what you would spend to address the ADA compliance. If you are sued, your defense would be "*we would fix the website, but to do so would impose an undue burden*". That is the Catch-22; if you do not want to change anything and defend it, your cost of defense is going to be high, and is why most of the cases settle before they get to that point.

*Supv Farnsworth* asked: After I saw this note, I looked at the biggest CDD, Celebration, and they have no provisions for it. I searched others and could only find one CDD that had a little attempt at it, but it was not complete.

*Ms. Suit* stated: This has come to light in the last month or so, and we have been reaching out to the CDDs. There are not a lot of companies right now that are doing the compliance work to bring them up to speed; and again, it is very costly.

*Supv Berube* asked: What is very costly?

*Mr. Koncar* responded: There are three parts to it – the consultants will tell you: one, they will do an evaluation for you. They will look at your website, tell you what your problems are and then they will put a seal on your website. The reason that is important is those attorneys who are looking to sue a local government, when they see the seal they know you are taking some steps and will move onto somebody who is not. The most expensive part is the compliance, and the one quote we do have for the work is \$12,750 to do 15 pages on the website. What we think will eventually come out of this is people will start dumping information off the website because, obviously, the more PDF's you have the more it cost. There is a \$3,500 charge from this company to train personnel to convert from PDF's into the audio files.

*Ms. Suit* stated: It also mentioned the yearly audit, which could be up to \$7,000.

*Supv Farnsworth* stated: One of the things I have heard is, if you get into this, is that the CDD or the organization is going to say I am not keeping any of this stuff available; it is all gone. In order to get it, you have to get a hardcopy through a public records request.

*Mr. Koncar* stated: You can, but keep in mind there is a minimum amount of information you have to have on the website.

*Supv Farnsworth* stated: I have looked at some of the sites that have the minimum and they have a really low minimum.

*Ms. Suit* stated: The Federal government has not made the final ruling on this. It is defeating the purpose of requiring all the districts to have websites for public information and now this could be very costly and will reduce a lot of the public information.

*Supv Berube* stated: We do not own our website; it is not ours. It is not on our server; we do not own the contents; we do not own any of it.

*Supv Kassel* asked: How much does it cost to get the seal?

*Mr. Koncar* responded: \$199 is the initial review.

Supv Kassel MOVED for the District Manager to move forward with the review and seal for the website.

*Supv Berube* stated: We do not know who owns the website.

*Supv Kassel* stated: It does not matter who owns the website, it is HarmonyCDD.org. For all intents and purposes, it is the repository for our records.

*Supv Berube* asked: Counsel, is it a valid question?

*Mr. Qualls* responded: These are all valid questions, and there is a lot for the Board to consider. My recommendation is you know the lay of the land, there has to be an analysis, and at some point, it is going to become an undue burden at \$1,000 per page to convert everything. You do not know where that point is and until you do you cannot properly make an analysis of whether it would be an undue burden. We also need to get you the information of what absolutely must be on the website. I know the budget does, but I think it is a more simplified version. I think there is more that the Board needs to consider.

*Supv Berube* stated: We have a motion to buy a seal for \$199. Is that a wise move at this point?

*Ms. Suit* responded: What you are doing is approving the consultant to do the initial review of your website, which will then provide you with the initial compliance shield to start the process. It is by no means finishing.

*Mr. Qualls* stated: What I am hearing is all the seal says is we have reviewed your website. Does it come with a plan for what it would take to address it and improve it?

*Mr. Koncar* responded: I will read the one proposal we have: "Compliance shields, accessibility policies, and one annual technology audit - \$199 per website." That is the initial issue some of the districts are going for. The only downside to that is, once you do this and get the consultant's report, there is constructive notice that you have some deficiencies and you need to fix them.

*Supv Kassel* stated: We do not know where this is going to land for sure; and meanwhile, we are good for at least a year because we are approving our budget and it is not in it.

*Supv Bokunic* asked: Will this act as a deterrent or an accelerant?

*Mr. Koncar* responded: That is a good question. The attorney's we have talked to say it is a deterrent because those attorneys looking to sue will do what you did, they will go on the web, look at a district or City's website and say "they are doing nothing, they are the ones we are going to target". If they see that you have at least done something, they will move on.

*Supv Berube* seconded the motion, and with all in favor, the motion was approved.

*Supv Farnsworth* stated: If this ever comes to being pushed, our website is going to change drastically. If you compare our website to almost any other website, including Celebration, you will find our website is full of information. If this comes to pass, all of that is going to disappear, because we cannot afford it.

*Mr. Koncar* stated: For the next meeting, Ms. Suit will provide the Records Retention Act information on what you have to have on the website as a minimum, as an information piece. It is not as extensive as you think.

*Supv Berube* stated: This is all relatively new and there are few companies doing this work. As this

grows and word gets out, there are going to become a lot of competitors doing those page conversions, and that price is almost certainly going to drop. We are buying ourselves some time doing the assessment, and as the world evolves and Counsel gets more information as to where we need to go, that is the step we will take next.

*Mr. Qualls* stated: What I am hearing is you are analyzing how to ensure that your website is compliant with the ADA. Is that what you mean?

*Supv Berube* responded: Yes. We are taking the first step for analysis of what we need.

*An unidentified speaker* stated: I think the report of what those requirements entail will be enlightening in relation to our doom and gloom, worst-case scenario. If you have a computer with Windows, it can read text to you. A lot of this is generally out there. Getting clarification of what is required to be on the website versus what is on for the disabled user will be very helpful for us to know and set our expectations.

*Supv Berube* stated: When you have technology and big money like this, there are going to be a lot of people who will come up with fixes. Thank you for bringing it up. I think we have taken the proper step to head down the proper road and prevent further financial difficulties.

### **iii. Parking & Garden Facilities Road Resurfacing Contract Update**

{*Discussed Previously*}

### **iv. Utility Easement Agreements**

*Mr. Qualls* stated: For these easements, remember that you have already approved one easement with TOHO for four feet. This extends that to ten feet, but just for maintenance. We do not see any issues and would recommend the Board approve these easements.

*Supv Berube* stated: If I remember right, TOHO went to the developer and the developer said “*not my land*”; it came to us and you and the Engineer got together and did all the groundwork and submitted them here for our approval. Is this basically how this went?

*Mr. Qualls* responded: It sounds right.

On MOTION by <i>Supv Kassel</i> , seconded by <i>Supv Bokunic</i> , with all in favor, the TOHO Easement Agreement was approved.
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### **v. PoolWorks Final-Order Notification**

*Mr. Qualls* stated: Last month you reviewed and finalized the recommended order. We sent the order to PoolWorks pursuant to your rules and the matter is done.

### **vi. Damages Payment & Notice**

*Mr. Qualls* stated: We received some information that has already been talked about regarding some concerning actions of an individual. We reviewed the rules and there is no absolute right to use the District facilities. It is no different than the City pool; you cannot go into the pool with glass bottles and drink 12 beers, there are limits; and so we sent this letter because not only did we want to get this important message out, but we wanted to continue to build the record for these types of actions should this escalate. We have advised, as far as de-escalation, to try to avoid contact; and if there are real concerns, it is not a matter for a lawyer; it is a matter for law enforcement, if you feel threatened in any way.

[*Supplemental Topic*]

*Supv Berube* stated: Something has come up with SportSurfaces, and it is going to involve the Field Manager. Our chosen contractor for the basketball court resurfacing has decided they cannot do the job they quoted because the depressions that hold water are now too deep. This is after they visited the facility

twice. The only questions they had were the runoff area, which we handled with the runoff channels so water can get off the court; and the end result is they are saying they will not perform to the contract unless we agree to pay an additional \$9,500 to put a drain in the middle of the basketball court. If we do not agree to that, they will do the work, but the paint will peel off in a matter of weeks, basically as soon as it gets wet.

*Supv Farnsworth* stated: In other words, the two-year guarantee that we bought into is gone.

*Mr. Qualls* stated: Here is the challenge, this all just happened, and yes, it is \$9,500 above what the Board thought it had agreed to. Here is where a meeting of the minds can be challenging sometimes. What the contractor put in its proposal is that there will be a one percent grade on your court. I am not an Engineer, but I believe that is so the water flows with gravity and drains. It would appear the 1% grade is not there so you have a flat, truly level surface. I do not know if it is truly level, but it is enough where there is going to puddling. In my opinion, in reviewing the contract, I think when they put that in the proposal, they were not saying, when they said there would be a 1% grade, we thought that meant they would put the grade in there, but we now understand what they meant was there needs to be a 1% grade for this to work. What I think is, and this happens a lot in contract negotiations, you think you have covered every single thing and then the rubber meets the road, the contractor comes out looks at everything and it turns out we did not have a meeting of the minds. We think when there is no meeting of the minds that gives you the right to rescind the contract and regroup to look at things. This just came up so I ran out of time to go back to look at what the other proposers said about the grade issue. I think there is an explanation for this besides that they are not doing what they said they would do. I think you failed to have a meeting of the minds. It is nobody's fault, it is just why you go through these processes.

*Supv Berube* stated: No; that is why we brought out their experts twice to look at it. The first time they brought up a number with no questions, and the next time, they brought up about the drainage and we brought them back because there was a question. They looked at it again, we have this drain over here, it drains down here and it will all be good. We go through the hieroglyphics of getting a contract done, sent them the 50% deposit and it has been getting delayed. They have had plenty of time to argue about this, the contract has been signed and opened for a month. Mr. van der Snel keeps asking when are you going to start and then all of a sudden a different guy shows up, looks at it and says there is no way it is not going to work; you need to spend another \$9,500 on a \$5,500 deal.

*Supv Farnsworth* stated: I think you get the deposit back.

*Supv Berube* stated: And go with one of the other bidders.

*Mr. Qualls* stated: To rescind means essentially what you said there. Break the contract and everyone goes to the position that they were in before this ever started.

*Supv Farnsworth* stated: Including a refund.

*Mr. Qualls* stated: Absolutely.

On MOTION by *Supv Berube*, seconded by *Supv Farnsworth*, with all in favor, the directing of District Counsel to request the return of the deposit, and to go to another bidder to bring them in for a detailed conversation, regarding the potential drainage issue, before issuing another contract, was approved.

*Supv Berube* stated: Between the District Manager and Counsel, somebody is going to send them a letter.

*Mr. Qualls* stated: We will send them a letter right away stating we hereby rescind the contract, it is above and beyond what we agreed to pay therefore we would like the parties to be back in the position they were in before they entered into the contract please return the money forthwith.

*Supv Berube* asked: Do we want the Field Services Manager to dig out the original proposals, bring those people back and have them look at it again to verify their proposals are still good?

*Supv Kassel* responded. My concern is about whether the people we have the contract with are correct in that there should have been a grade installed when the basketball courts were put in and if we are out of luck and move forward without having that.

*Supv Berube* stated: That is why I am suggesting we bring back the other contractors and ask them in detail if we are going to have a drainage issue here.

*Supv Kassel* stated: I understand.

*Supv Berube* stated: We thought we did not have a drainage issue. They said they were going to grind it to make flat, that should have covered the drainage, but things changed dramatically from what we anticipated.

### **C. Field Manager**

#### **i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)**

#### **ii. Facility Use Records (Inclusive – Boats & Other)**

#### **iii. Resident Submittals (Facebook & Direct)**

#### **iv. Pond Maintenance (Chart & Map)**

*Mr. van der Snel* stated: There is Hydrilla again in two ponds – one at Middlebrook & Feathergrass, and one at Sagebrush.

*Supv Berube* asked: Are these new reports?

*Mr. van der Snel* responded: The one at Middlebrook and Feathergrass we also treated with the Cherry Hill pond. It came back, and now there is Pond 42. I spoke with the District Manager today and she said it is everywhere.

*Ms. Smit* stated: It is everywhere. A lot of districts are having issues; it has blown up in the last couple of months. *Mr. van der Snel* had mentioned adding carp and I do have some companies who are certified and have the permits that can give you pricing. It is rather expensive right now as the price of carp has gone up.

*Supv Berube* stated: We have put the sterile carp in ponds before. Do they eat Hydrilla?

*Ms. Smit* responded: They eat the bottom. It seems the carp alone are not doing the job, so they are having to double-down. One district is blowing pellets into the water, which kills the Hydrilla, and then the carp are eating them. There are some different sprays that are not harmful to the carp. They are doing overlapping work. We can get together and I can get the information to you.

*Supv Berube* stated: We have done the carp before. They got really big, and seem to have died off.

*Ms. Smit* stated: They will live five to seven years.

*Supv Berube* stated: That is about how long they lasted. It is probably not a bad idea. I do not think there is any down side to doing it.

*Ms. Smit* asked: Do the ponds lead to anywhere else?

*Mr. van der Snel* responded: I do not know.

*Ms. Smit* stated: The expenses can add up if you have to put barriers on the interconnects. You have to make sure they cannot get out of the pond they are in.

*Supv Berube* stated: We have an interconnect between our ponds, but the final out is an outfall.

*Ms. Smit* stated: I will work with *Mr. van der Snel* and provide the contacts we have. We have a project coordinator who can help us.

*Mr. van der Snel* stated: CPR training/certification is scheduled for August 14<sup>th</sup>.

*Supv Kassel* stated: Going back for a moment; last month there was no Hydrilla and this month all of a sudden in one month.

*Mr. van der Snel* stated: It popped up.

*Supv Kassel* stated: I am just checking because I seem to recall it was not an issue last month.

*Mr. van der Snel* stated: We monitor it, but with the fresh water and a lot of rain it popped up. Does the Board have any comments or concerns about my reports?

Hearing none, the next item followed.

## **SEVENTH ORDER OF BUSINESS**

## **District Manager's Report**

### **A. Financial Statements for June 30, 2018**

*Ms. Suit* asked: Are there any questions on your monthly financials?

There being none, the next item followed.

### **B. Approval of: #219 Invoices, Check Register and Debit Purchases**

*Ms. Suit* asked: Are there any questions on #219 Invoices, check register, or debit purchases?

On MOTION by *Supv Berube*, seconded by *Supv Bokunic*, with all in favor, the Financial Statements for June 30, 2018, Invoice Approval #219, Check Register, and Debit Purchases, were approved.

*Supv Kassel* stated: In the past, I do not recall seeing the request to transfer funds to the Debt Service accounts.

*Supv Berube* stated: There is usually a check request from InfraMark for the check and then the FedEx it to US Bank. It happens twice a year.

*Mr. Koncar* stated: You make an interest on payment on November 1 and a principal and interest payment on May 1. That money is held by the Trustee.

*Supv Berube* stated: They sometimes show up in the package and they sometimes do not. I am not sure what triggers putting them in there.

*Supv Kassel* asked: Is the Swim Club electric bill always \$1,400? Is that typical?

*Mr. van der Snel* responded: It is typical. In the summer, we reverse the system so it cools the pool. In the past two or three years, we have not done that and a resident asked if we could. It makes it a little higher and in the winter, of course, it is the heating of the pool.

*Supv Berube* stated: In the heating months, it is typically \$2,200 to \$2,400. There is something we might want to think about, we have a demand system set up, but we are paying the high rate. We could ask OUC to do a rate study to figure out if we want to run the heater, you do not want to shut off the pumps during the day, but we could certainly run the heating and cooling only at night and get significant rate on the electricity consumed. I am not positive it would save money, but it probably would. If you notice it is a GE Demand bill that we get, but we do not take advantage of that. We could ask OUC to do a time / rate study and maybe save us some money on electricity. I would be happy to launch if the Board wants to.

[The Board consensus is yes.]

*Supv Kassel* stated: For Waste Connections, are the contract changes not yet in effect?

*Ms. Suit* stated: Next month. When it was signed last month was past their cutoff date. We have it in writing that they guarantee it will start with the next invoice.

**C. Consideration of Resolution 2018-05**

**– Removing Robert Koncar as Secretary & Designating Kristen Suit as Secretary**

On MOTION by *Supv Kassel*, seconded by *Supv Farnsworth*, with all in favor, Resolution 2018-5, removing Robert Koncar as Secretary and designating Kristen Suit as Secretary, was adopted.

*Supv Kassel* stated: I wanted to say thank you for putting the assessment collection overview in the minutes. I mentioned last month if we could have some idea of what kind of activity happens with the unpaid assessments. It is on agenda page 225. We are typically 99% to 100% collected and what does not get collected the Tax Collector does a tax certificate sale and then the District gets the money.

**D. Consideration of Resolution 2018-06**

**– Approving Adoption and Execution of Statewide Mutual Aid Agreement**

*Supv Berube* stated: This carried from last month. I think from what we discussed last month we did not want to take part in it for any number of reasons and I am still on that same thinking process.

*Supv Farnsworth* stated: I have a visceral reaction to it.

*Supv Kassel* asked: What other CDDs have done this, or not?

*Ms. Suit* responded: We have had a mixed reaction. Some have declined as it does not apply to their district and they do not have a need for it. Some have approved it.

*Mr. Koncar* stated: The majority have declined. The only advantage I see is you establish your rates for what services are provided. If for example the County were to send dump trucks in to help you, there are specific rates in the agreement that they can charge you and no more. The flip side is true if you are providing service to somebody else you have maximums you can charge for your service provided or personnel. In terms of them agreeing they are coming to Harmony first, that is not true.

*Supv Berube* stated: They will only send men and equipment in mutual aid situations if they can spare them. If there is a major hurricane throughout Osceola County, you wait.

*Ms. Suit* stated: If you have the resources, they may ask you to help them.

*Supv Berube* stated: We have not had this before; I see no advantage to doing it.

*Supv Kassel* stated: We have not heard from Mr. Qualls.

*Mr. Qualls* stated: Our research shows the same thing. Not everyone has signed it. I get what it says, practically. I think Supervisor Walls made some points about what you manage as the District and then your vital services that you need. The one thing we looked into was the question about whether the CDD would have to respond to a request; the answer to that is no, it says if it is practicable to do so. I do not know how much it helps, but it was the same, a mixed bag.

On MOTION by *Supv Berube*, seconded by *Supv Farnsworth*, with all in favor, participation in the Statewide Mutual Aid Agreement was declined.

**E. Discussion of District Manager Special Topics**

**i. Review of Fiscal Year 2019 Budget and Updated Budget Line Items**

*Ms. Suit* stated: It is what we went over at the last meeting.

*Supv Farnsworth* stated: I appreciate you sending it out.

**ii. Overview of Assessment Collections and Tax Certificate Sales**

{*Addressed Previously*}

**iii. Consideration of Meeting Schedule for Fiscal Year 2019**

*Supv Berube* stated: It looks pretty much like this one, all moved one day.

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, the fiscal year 2019 meeting schedule was approved.

*Supv Berube* stated: This needs to be published. Please put it in the Osceola Gazette so we do not get that high Orlando Sentinel charge.

**iv. Acceptance of Fiscal Year 2017 Audit**

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, the fiscal year ended September 30, 2017 audit was accepted.

**v. Meeting Action Items/Follow-up**

*Supv Berube* stated: There is \$50,000 going back in the budget from OUC.

*Ms. Suit* stated: There is one more check coming from OUC for \$1,900.

*Supv Berube* stated: While we are on the subject of OUC, I realize we have agreed to buyout some more streetlights this year, but I am uncomfortable in doing that because we do not have the first month bills from OUC that are corrected.

*Supv Farnsworth* stated: I am going to disagree with you slightly. The \$8,220 number is their investment number. It is right in the ballpark of where it should be. In my opinion if we authorize the payment, selecting whatever two you want to go with, authorize District Counsel to initiate it after the middle of next month, where we see the second one of these listing, and if they are still in the ballpark of less than \$9,000, then they are where they belong and we can justifiably pay off two more.

*Supv Kassel* asked: Are we paying off two more in this fiscal year or next fiscal year?

*Supv Berube* responded: It does not really matter, if we do not pay it this fiscal year it will roll into Fund Balance and we just reach into Fund Balance next to take it back out. I do not want to get in a rush because they hit a month or two where they were right. I would be more comfortable with two months that are correct.

*Supv Farnsworth* stated: They have not been right on the investment for over a year.

*Ms. Suit* stated: On their next statement, as they discussed, they will give us credits. I have revised the coversheet because I want it to mirror what is on the invoices now. You are going to see your investment amount for the three areas that still pay investments.

*Supv Farnsworth* stated: You are going to break out the investment into three items.

*Ms. Suit* stated: Yes. I have done that and asked Ms. Chalkley to start including the one I put together because I think it lays it out better.

*Supv Berube* stated: If you could revise the buyout chart and publish it next month for buyouts in September/October.

*Supv Farnsworth* stated: I can give it to you now.

*Supv Berube* asked: What is the month of consideration?

*Supv Farnsworth* responded: July. It is going to change roughly by the amount you are paying per month.

*Ms. Suit* stated: I do have the exact as OUC provided to me in anticipation that you may want to pay those off for July, August, and September.

*Supv Berube* stated: You publish that next month, Supervisor Farnsworth can publish his chart, and we can look at them to make a decision.

*Supv Farnsworth* stated: Mine are calculations and hers are hard numbers.

*Supv Berube* stated: I want to see if their numbers correlate with yours.

## **F. Facilities Usage Applications**

There being no submissions, the next order of business followed.

## **EIGHTH ORDER OF BUSINESS**

## **Topical Subject Discussions**

### **A. Consideration of Nuisance Alligator Removal Procedure**

*Supv Berube* stated: I thought we covered this and said we were going to say exactly where we were at. Now we have another suggestion here to put the onus on Field Services to call.

*Supv Farnsworth* stated: No, we are not putting the onus on Field Services. What it says is we are giving people a possible way for information and if somebody comes up to say I want this alligator gone, without this document they are going to get involved whether you want them to or not. This will actually relieve the anxiety, tension and emergency aspect of dealing with somebody who has a question about an alligator. It also gives you a document you can handout to people. You can point them to it and they can read the information. There is no down side to this.

*Supv Berube* stated: With all due respect, Counsel advised us when this last came up to not get involved.

*Mr. Qualls* stated: I thought the same thing, but you have to read the last line. Be aware that District staff is not authorized to evaluate the temperament of an alligator nor deny request for removal. You could play around with the words. First, we did say it might be a good idea to educate residents on alligators in Florida and what constitutes a nuisance. To me, this tracks largely what we saw another CDD do. The first thing I said to Ms. Scarpone was they are not going to like this because it puts the onus on the manager. She said no it does not so I re-read it and it does not. We can make it more clear, but I think what this essentially says is what the process is except you have the people calling the Field Manager instead of calling FWC directly.

*Supv Berube* stated: Ask him how he feels about that.

*Mr. van der Snel* stated: I do not want to have the responsibility. I can redirect any resident who has a concern about an alligator to the right people, but I will not make a statement or have an opinion.

*Supv Farnsworth* stated: This does not say you will make a statement.

*Supv Bokunic* stated: He is the point of contact.

*Supv Berube* stated: He is the point of contact and is going to get in a yelling contest with people who want an alligator gone or not gone or whatever.

*Mr. Qualls* asked: Who should the point of contact be?

*Supv Berube* responded: Nobody; FWC. That is what the law says and what you told us the last time.

*Mr. van der Snel* stated: That is what I will tell the resident.

*Ms. Suit* stated: I think the problem was what constitutes a nuisance alligator. If you call the hotline and they come out, they will euthanize the alligator.

*Supv Farnsworth* stated: You saw what happened when that happened before and all the people got involved.

*Supv Bokunic* asked: Do you want to get him in the middle of that?

*Supv Farnsworth* responded: No, he would avoid all of that for the simple reason all he has to do is hand them this piece of paper. Here is the information.

*Supv Berube* asked: Why does he need to get involved in that mess?

*Supv Farnsworth* responded: Right now, if someone makes the call and the trapper comes out, he starts and everyone starts raising cane. If he has talked to the person who was going to make the report, they will have some information and logic to their decision; at that point, if they still want it gone, fine.

*Supv Berube* stated: It is Sunday afternoon and someone is calling him to come out, what do you want to do? He is not on duty 24/7.

*Supv Farnsworth* responded: You can always refer it to somebody else.

*Supv Berube* asked: Who?

*Mr. van der Snel* responded: FWC. You need to call FWC, I will not call them.

*Supv Bokunic* stated: We can post it on the website, but I would not put to contact us.

*Supv Berube* stated: We can post it on the website and leave out the contact information.

*Mr. Qualls* stated: Or insert the FWC information. It does have educational value. I understand the concerns of both sides. We did opine that you do not want to run the risk of what happened at Disney. We sent a memo on that. I understand both sides.

*Supv Farnsworth* stated: This does not put you in the middle.

*Supv Berube* stated: If we want to post it on the website as alligator information that is fine, but if there is a contact to be made it is FWC. I agree giving people the educational aspect of it is good, but we are heading back towards making him the bad guy.

*Ms. Lisa Moore* stated: I just wanted to offer that it makes perfect sense to call FWC if you see fit. I do not see why you have to make one call just to make another. I also think the educational component is good because I did not know an alligator would be euthanized, because they talk about relocation.

*Supv Berube* stated: We will post it on the website after the contact information is changed to FWC.

## **NINTH ORDER OF BUSINESS**

## **Supervisors' Requests**

*Supv Berube* stated: We added a boat this year and I think we budgeted to add another in the next budget year. We are running out of dock space. If you remember five years ago we set up for a dock and had to pull the plans because permitting could not get done. We put half a dock in and everything has been sitting there. The developer, from what I understand, is going to get the permitting situation straightened out. What I

am asking is before we have another boat and no place to put it, do we want the Field Manager to contact the DockTiers, reopen it, and get a quote for adding to the dock again; what we pulled off the plan five years ago?

*Supv Farnsworth* asked: Are we going to be able to get the permits this time?

*Supv Berube* responded: Mr. Jerman is pretty certain. He is working on it. We got the okay to fix the boardwalk in front of the kayaks and field services is going to handle that. We are going to need to do something with space for the boats and the plans were already there for the dock. It is budget neutral because we had approved the money and cut it half, dock wise, we stuck it in Fund Balance, so the money has already been allocated and we will have to add some to it. It is a matter getting it done to see if we can get the price so we can be ready to go assuming the permit. Is everyone okay with launching that informational quest?

[The Board consensus is yes.]

## TENTH ORDER OF BUSINESS

## Adjournment

There being no further business,

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

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Kristen Suit  
Secretary

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Steven Berube  
Chairman