

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, April 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
Ray Walls	Vice Chairman (via phone)
Kerul Kassel	Assistant Secretary
William Bokunic	Assistant Secretary
David Farnsworth	Assistant Secretary

Also present were:

Bob Koncar	District Manager: InfraMark
Tim Qualls	District Counsel: Young Qualls, P.A.
Steve Boyd	District Engineer: Boyd Civil Engineering
Gerhard van der Snel	District Staff: Field Manager
Kristen Suit	District Manager: InfraMark
Alan Baldwin	Accounting Manager: InfraMark
Scott Feliciano	Servello Landscaping
Jason Miguez	Servello Landscaping
James Whitaker	Servello Landscaping
Bobby Knowles	Servello Landscaping
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.

*Supv Berube* introduced the staff.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

*Supv Berube* stated: I have one speaking request from Hannah and Christina Leet.

*Ms. Hannah Leet* introduced herself and stated: I am a Daisy Girl Scout from Harmony Girl Scout Troop 1434. The Little Free Library has been completed by Tyler for his Eagle Scout project and my Girl Scout Troop is ready to donate a bench for Tyler's library on Schoolhouse Road with the money we earned from selling cookies. We have 500 cents for the bench which is the cost we were given at the earlier CDD meeting. At the meeting the CDD Board said they would cover the cost and installing of a concrete pad for the bench. Harmony Girl Scout Troop 1434 is very excited and happy to give back to our community by donating a bench for kids to use when reading. Thank you very much. [Applause]

*Supv Berube* stated: Well done. You have a lot of patches or badges on your vest and it would appear you are working very hard. You said 500 cents, but I think you mean \$500.

*Ms. Christina Leet* stated: Yes.

*Supv Berube* stated: That will make getting the bench a lot easier because for 500 cents it would be a dollhouse bench, I think. What did we pay for a bench?

*Mr. van der Snel* responded: \$579 plus the shipping, so it will be a little more.

*Supv Berube* stated: I believe the Board agreed we would take the donation and cover it.

*Ms. Christina Leet* stated: We are good with \$579.

*Supv Kassel* asked: Are you donating the bench to us or the funds?

*Ms. Christina Leet* responded: I am not sure of the difference.

*Supv Kassel* stated: Donating the funds means giving us a check and we buy the bench. Donating a bench means you buy the bench and donate it to the CDD.

*Supv Berube* stated: It is okay to say we are donating the funds to buy a bench.

*Supv Kassel* stated: Either way, we just want to be clear on what we are moving to approve.

*Ms. Christina Leet* stated: The only thing we were talking about was putting a plaque to say it was donated from Troop 1434.

*Supv Bokunic* stated: Of course.

*Supv Kassel* asked: Do you know if it is the Troop's intention to just donate the funds?

*Ms. Christina Leet* responded: Okay, whatever is the easier route.

<p>On MOTION by <i>Supv Kassel</i>, seconded by <i>Supv Bokunic</i>, with all in favor, the cash donation from Girl Scout Troop 1434 of \$579, for the purchase of a bench with plaque stating 'Donated by Troop 1434', was approved.</p>
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*Supv Berube* stated: Supervisor Kassel will get together with you to figure out the transfer of the funds and then Mr. van der Snel will get the bench ordered. We will get the CDD crew to do the pad and in less than six months you will see the bench go up.

*Ms. Christina Leet* stated: Awesome, thank you.

*Ms. Hannah Leet* stated: Thank you.

*Supv Berube* stated: Thank you, very well done. [Applause] Don't be nervous the next time you come here; it is usually not that bad.

*Ms. Christina Leet* stated: That was her first time talking in front of people.

*Supv Bokunic* stated: She did great. Good job.

*Mr. Scott Mitchell*, 7191 Oak Glen stated: I am here on behalf of the Committee for the garden. They would like to see if we can get something done about the road. They took pictures of the flooding and such the other night.

*Supv Berube* stated: It is on the agenda.

*Mr. Mitchell* stated: The other question was about getting the garden mowed. Now that the CDD has taken over the area can we get the area inside the fence mowed?

*Supv Berube* responded: It is on the agenda.

*An unidentified speaker* asked: Have you ever thought of putting yield signs at the roundabout instead of stop signs?

*Supv Kassel* responded: About ten years ago I circulated a petition to have stop signs removed and yield signs installed and had conversations with the County. What we have are roundabouts, not traffic circles. What we have requires a stop sign because in a traffic circle there is a triangular concrete median to prevent accidents and we do not have that. If you have that at every entry into the traffic circle you can have yield signs. Unfortunately, we have tried and have not been successful.

*Supv Berube* stated: It has been a problem since they were put in and I suspect it will be a problem that outlasts us.

### **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes**

#### **A. March 29, 2018 Meeting**

*Supv Kassel* stated: I had one item on agenda page 24, the seventh paragraph. It states “*Mr. Qualls stated it is ‘recorded’ to the people who elected you*”. I think it is a ‘*responsibility*’ to the people who elected you.

*Mr. Qualls* stated: The spirit of what I was saying was “*it may be ‘important’ to the people who elected you*”.

On MOTION by *Supv Kassel*, seconded by *Supv Bokunic*, with all in favor, the March 29, 2018 meeting minutes were approved, as amended.

### **FOURTH ORDER OF BUSINESS**

### **Subcontractors Reports**

#### **A. Servello**

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

*Mr. Feliciano* stated: Our project manager is Bobby Knowles. He will be in charge of the Horticulture and Pest Control Division and is also in charge of our Installation Division.

*Supv Berube* asked: What does that mean to us?

*Mr. Feliciano* responded: Any future projects and any projects we are working on now Mr. Knowles will be involved with. I will always be involved, but he is going to be involved with any horticultural decisions. He has his CPO license and is certified in everything that involves turf and pest control and the same with installations. Any design work, Mr. Knowles and I will be working it together.

*Mr. Miguez* stated: I am going to briefly cover the chart of what was done. For February 26th through March 2nd we detailed both entrances. We did a heavy weed detail on both entrances, Ashley Park, Town Square, Five Oaks, Cat Brier and Schoolhouse Road. Each week we treat ants and spray Round-up. This week we installed Crotons on the roundabout on Schoolhouse Road and Five Oaks and we also cut 192 out of rotation. March 4th through March 9th was a mow week. We did some more detailing along Schoolhouse and Cat Brier, raking out these areas. We also treated ant mounds. March 12th through the 15th we did the annual beds.

*Supv Berube* stated: You are referring to March, this is April.

*Mr. Miguez* stated: Yes, the beginning of the week when the report started.

*Supv Berube* stated: Because of the timeframe it is half the month, I am sorry.

*Mr. Miguez* stated: We hand weeded all the annual beds, the entrances, did another leaf detail along Schoolhouse Road and Cat Brier, along with a trim detail on the Cat Brier Dog Park, Blazing Star Park and Indian Grass Park. March 19th through March 22nd we did more detailing. At both entrances you will notice that we try to do those every week, if not every other week. We did a leaf detail throughout Town Square, Ashley Park, Five Oaks, Cat Brier and Schoolhouse Road. March 26th through March 29th was a mow week and we cut all of the common grounds. April 9th through April 13th was the final leaf detail on Five Oaks and Schoolhouse Road. We trimmed the large Viburnums on H1 and H2.

*Supv Farnsworth* stated: That week you missed some of the mowing.

*Mr. Miguez* stated: On that week I believe there were some checkmarks that were missed on some of the columns.

*Mr. Feliciano* stated: On one of the weeks you and Mr. van der Snel met and everything did not get mowed. We did more detailing that week and that is why the report reflects that.

*Supv Farnsworth* stated: To keep your end game numbers at the end of the year that basically says you owe us a mowing sometime later in the year.

*Mr. Feliciano* stated: What happens is when there is mowing for that week and we exchange services for mowing, Mr. van der Snel and I talk and have confirmation emails recapping our conversation. Instead of mowing we will be doing detailing and we actually picked up extra leaf detailing because it was extremely heavy.

*Supv Farnsworth* stated: What I am hearing is you traded one thing for another.

*Mr. Feliciano* stated: Exactly.

*Supv Farnsworth* stated: There is not an easy way of reflecting that in the report.

*Mr. Feliciano* stated: What will happen also is during the winter months it will be caught up.

*Supv Berube* stated: I have noticed more people on the ground doing the details over the last couple of months and the way the grounds looks reflects that; there is an obvious attention to detail. There are a few times where they have cut some bushes a little heavy along Cat Brier.

*Mr. Feliciano* stated: I did get rather drastic with some of the bushes, mainly the Duranta and Firebushes that were along the golf course. They were extremely overgrown and you want a trimmed, tight, uniform look. It does not make any sense to have a 15' hedge.

*Supv Farnsworth* stated: He may be objecting; I am not. Good job.

*Supv Berube* stated: I am not saying it was bad; I am just acknowledging they got a pretty heavy haircut.

*Supv Farnsworth* stated: Once it grows back a little it needs to go lower.

*Mr. Feliciano* stated: If you look at the items which were trimmed back hard you will see the vast majority is growing back. There are a couple which were hit hard by the freeze and are not coming back as quickly as the rest.

*Mr. Miguez* stated: We will be more proactive in the future communicating ahead of time so you know what we are doing. I do see a lot of new growth; it was needed, but there was not enough communication as to what we were doing.

*Supv Berube* stated: It looked quite severe, but it came back.

*Mr. Feliciano* stated: There will be no more hard pruning; all the heavy cutback is done. It is maintenance now.

*Supv Berube* stated: While we are talking about pruning, when you look at tree pruning on the report at the bottom we have two numbers, seven foot clearance walkways and 15 foot roadways. I know what it says, but it is not happening in practice. You are raising the tree to a uniform height on both sides.

*Mr. Feliciano* stated: Typically, in roadways you do that height. For the seven to 15 foot, if Mr. Miguez and his crew are going along and see one low hanging branch they are going to trim it up to specs. As our tree crew is coming through, and I anticipate that project taking two more weeks to be completed, they are going to raise everything much higher to make sure you are not going to have a huge leaf drop.

*Supv Berube* stated: That is a minimum spec, not necessarily what you are trimming.

*Mr. Feliciano* stated: It is not what we are doing. As I said, we are anticipating two more weeks with the tree project. In the coming week, Mr. van der Snel and I are planning to drive the community together to see if anything was missed and what trees need to be replaced.

*Supv Berube* stated: In November when we first started putting the tree trimming package together, we discussed a need to significantly clear the trees away from all the OUC lights. Some are, many are not.

*Mr. Feliciano* stated: You are correct, I see some that are not, and those will be tagged to be trimmed again.

*Supv Berube* stated: I would rather let the trees grow around, but OUC has been testy about it for two years now and we keep telling them we are going to do it. They want them clear and away, I understand why. At this point, what you are saying is you are not done, you have not inspected yet, so it gives us more time.

*Mr. Feliciano* stated: Absolutely. The mulching is started and we are anticipating a two week project, if not before. Again, once they are completed we will inspect to make sure all areas are mulched. The other item is the aeration and treatment of the Bermuda turf. Mr. Knowles can talk more about that.

*Supv Berube* stated: Before we get to that; where do your labor levels stand?

*Mr. Feliciano* responded: Mr. Miguez needs to bring in one more employee. He is in the process of interviewing now. He has hired one, but needs one more so the community has six here.

*Supv Berube* stated: In early May you anticipate we will be back at six on the ground.

*Mr. Feliciano* stated: I am hoping earlier.

*Supv Berube* stated: We have a couple of berms on East Five Oaks and if you look ahead you will see the developer is putting in more berms to continue the continuity of the look. The berms do not look very nice; I think you would agree. We need to step it up on the berms. We took it on knowing the berm maintenance was going to be a pain in the neck, and it has proven to be. The developer is not going to change the way those berms look because it is the design standard, so we are going to be stuck with more of these. We have to figure out a way of keeping those looking pretty because what is going to happen is when the next neighborhood goes in, it is going to be a brand new area and the developer is going to be yelling that the berms looks terrible and they are trying to sale houses.

*Mr. Knowles* stated: I understand. On that note, we do not put our machines on those anymore. There is a walk behind machine which is a lot lighter than a conventional tractor. We are using it on the berms to stop the rutting and before anything gets nasty we are going to nip it in the bud.

*Mr. Feliciano* stated: Some of the berm areas are on the sod proposal that was put on hold. The heavy machinery needs to come off the berms, period; berms are made for walk behinds. Also, during the summer

months you are still going to go through some drought stressed areas, irrigation only supplements the rain and what we will have to do is change the mow patterns on it so the tires do not go in the same pattern the next week.

*Supv Berube* stated: This is a common problem throughout the property. For the berms, I am glad to hear you are addressing it. It is hard miss, they are a mess. Those are fairly new down there and part of the reason they need sod is they have been beaten by the mowing action taking place and now we are replacing the sod already. Let us try your new plan and if it is not going to give us a good aesthetic look, let us think about doing something different and maybe we get the developer to fix when they put in their next berm if we change the turf or something, so it all matches. We have some time because they are not ready to sod yet, but obviously it needs attention.

*Mr. Knowles* stated: About two weeks ago we did a fertilizer treatment on the soccer field, as well as weed control. During that time we did notice the very heavy traffic damage. We understand it is a soccer field and they are going to be on it constantly. Unfortunately, what has happened is the heavy traffic with the fertilizer application; the application has not done much to it at this point. I did send an email and we are looking at after May 12<sup>th</sup> to try to shut the field down for a couple of weeks to get some good water on it and reapply some fertilizers at that point in time, as well, to see if we can push some new growth.

## **ii. Fee Addendum: Aeration & Top Dress**

*Mr. Knowles* stated: That brings us into the aeration package we put together along with the top dressing of the fields. It will help with it allowing the roots to breathe a little better and give some runners a chance to grow across the new sand along with filling some of the holes in so nobody is tripping in holes while they are playing soccer. This is the ultimate goal for that. As soon as we close it down, I will probably be out two or three times a week just to check it and see what we need to add to it to get it to recover.

*Supv Berube* stated: You mentioned May 12<sup>th</sup>; I presume that is the date soccer is done.

*Mr. van der Snel* stated: I checked with them and May 12<sup>th</sup> is the last day and last game.

*Supv Berube* stated: As it looks, the fee summary for the addendum you provided us starts in May. Mr. Qualls, did you get the fee summary addendum?

*Supv Kassel* responded: It starts in January 2019.

*Supv Berube* stated: It starts in May 2018 and wraps. There is a note at the bottom that says “*in the event of early termination for whatever reason the balance of any ancillary services (general services (mows), horticulture, annuals (bedding plants), mulch (bedding dressing, irrigation maintenance, leaf clean up) included and amortized annually in the contract amount will be paid in full based upon the contract’s termination date*”. Why do we have this language added to a proposal?

*Mr. Feliciano* responded: It is pretty much added to all our proposals. If we did all services, and we are not because we are doing it over a period of time, but if we did all services at one time, we want to make sure we are getting paid for the entire service of the contract. Obviously, it does not apply because we are going to be doing it every other month and it would not apply to that. I can have the verbiage changed if you would like to accommodate the Board.

*Supv Berube* stated: I am going to let Counsel say whether we should sign this. That looks like a different obligation.

*Supv Kassel* stated: It is a little worrisome to me. This is just an addendum to the contract; it is not the contract itself.

*Mr. Feliciano* stated: It is a standard we do put in our contracts. Again, we do not have issues with changing the verbiage if it makes everyone feel comfortable.

*Mr. Qualls* asked: Could we put this in our standard contract?

*Supv Berube* responded: Yes.

*Mr. Qualls* stated: I will get with you early next week and get you the contract.

*Supv Kassel* stated: First we have to approve it.

*Mr. Qualls* stated: I will give them the contract by Wednesday, latest.

*Supv Berube* stated: There is no prepayment involved in this one.

*Mr. Feliciano* stated: No.

*Supv Berube* stated: Counsel says he will have a contract for you to agree to in five days.

*Supv Kassel* stated: I have a question about expectations. We are looking at paying \$6,000 and I assume this is for the soccer field and Blazing Star Park.

*Mr. Feliciano* stated: Yes.

*Supv Kassel* stated: It is not on here and should go in the contract, too.

*Supv Bokunic* stated: It says sports fields.

*Mr. Qualls* stated: We will spell it out.

*Supv Kassel* asked: What kind of expectations for spending that money can we have?

*Mr. Knowles* responded: At the point the field is at right now we are anticipating three to six months before we really see any good turf development there. Over the next several weeks I am going to have to reevaluate what is left at that field that we can repair.

*Mr. Miguez* stated: Please understand there is a difference between turf development and the appearance of the turf. We can go in with high nitrogen and turn it green in two weeks. We want to turn it green, but we want a good steady growth with the turf itself. It is going to have some issues with the playing on the field, but it is not going to look like the condition it is in now. For good turf systems and root development, it is going to be a three to six month process, but we can change the appearance of it pretty quickly.

*Supv Berube* stated: Pretty green grass is a subjective term. I think what Supervisor Kassel is saying is they look pretty bad now and you are asking for \$6,000 over a period of the next 12 months, and you want to know what the result should be.

*Supv Kassel* stated: I want to know what we can expect along the way. They are saying three to six months until the root systems start development. In other words, in three to six months, in October the fields should be in much better shape, uniformly green, uniform root system redevelopment, and relatively uniformly grass rather than weeds.

*Mr. Knowles* stated: That is correct.

*Supv Berube* stated: Smooth green grass that looks like a field; pretty reasonable expectation.

*Mr. Knowles* responded: It is.

*Supv Kassel* stated: You said between three to six months so August to October.

*Mr. Knowles* stated: I say three to six months because I cannot judge what the weather is going to do. If we have a hurricane it is going to delay it.

*Supv Berube* stated: It should make it better.

*Mr. Knowles* stated: Too much rain, like the last time.

*Supv Berube* stated: The alternative to this is to replace all the grass for \$50,000. With this program going into effect, we have always been told in the wintertime we want to do an overseed with rye.

*Mr. Knowles* stated: It is not a bad option. Bermuda does go dormant in the wintertime if temperatures go low enough. That last couple of years it has. The rye will help keep it insulated while it is dormant. As far as the appearance, it will be better because you will have green grass with the rye.

*Supv Berube* stated: We were told that the last time around a cheap, ineffective, poor quality rye was applied to the fields and is why they ended up like they did. It did not germinate properly and did not go away when the warm weather came on. Is that a reasonable possibility?

*Mr. Knowles* responded: It is hard to say. I do not know what type of rye they used. There are definitely weaker brands that have a lot of supplemental seeds.

*Supv Berube* stated: You do not want to bag the other guy, I get it. It sounds like it was probably true. We have had it over-seeded before and never had the problem like we did the last time.

On MOTION by *Supv Berube*, seconded by *Supv Farnsworth*, with all in favor, the Servello contract addendum for the sports fields, subject to discussions and a proper contract acceptable to both parties being drafted by District Counsel, in an amount not to exceed \$5,775, was approved.

*Supv Berube* stated: If you do not have a contract in five days yell. While we are on the subject of contracts, I do not know who knew what happened with the sod proposal. Did it get circulated to the entire Board? Do you want to speak on the sod proposal or do you withdraw?

*Mr. Feliciano* responded: On the sod proposal I have met with 28 vendors throughout the southeast of the State and right now we are in a major sod drought. The ones that can produce whatever sod is available, especially St. Augustine turf, the prices have spiked. It started from Hurricane Irma and down to the freezes we have had; a lot of the sod farms have lost an average minimum of 31% of their fields. With the supply and demand with landscaping companies and construction, everyone is hurting right now for sod, and prices are increasing by 60% or more. We are working exclusively with *DudaSod* and they will have some information back to us at the beginning of next week to see if we can reserve 40,000 square feet of sod. If we get confirmation of that I will let the Board know. Right now it is not the contracts holding everything up, it is making sure we can get the sod to do the job.

*Supv Berube* stated: The contract did not get signed because they had to withdraw because of the price increase, so the sod proposal got pulled back until they work out the supply problem.

*Mr. Feliciano* stated: Some of the construction companies I worked with were running into the same issues and is why we started looking all over the place, even as far as North Carolina and right now they are not bringing sod into Florida. You can get Bermuda and Zoysia, but you cannot get St. Augustine sod.

*Supv Kassel* stated: For sod installation, typically it is stripped and the new sod is put down, but there is no treatment. For example, in front of my house between the sidewalk and the curb, the sod has been replaced at least three times in the last two to three years and it is doing very poorly. I asked do you test the soil, do you

look for pest or disease, and it was, no we do not do anything, we just strip the sod and put it down. That is what has happened and I do not know if that is what you do or how you address the possibility of those types of things prior to putting down new sod.

*Mr. Feliciano* stated: Most of the time we evaluate why the sod has died. If it is chinch bug activity, we need to put insecticide on it before putting new sod down. If it is Bermuda grass you want to spray at least two application of Round-up to kill the Bermuda. Once the grass is stripped we typically go in with a fungicide. Most new turf dies from rain and irrigation, and it immediately gets a fungus. Most reputable sod farms will apply a fungicide before the sod is distributed; some do not. In some cases you could get a sod in that has a fungus on it. The key to it is what you do with the grounds, how you strip it, evaluate it and once the sod is down making sure you have the correct irrigation and applying a fungicide. With the soil conditions here, I do not anticipate you having a pH issue.

*Mr. Knowles* stated: I have not seen any sign of pH issues. To address some of the soil issues we did talk about putting soil in areas as needed. We are going to look at those areas after we rip up the turf to see where we are with the soil there, and, if needed, we will top-dress the soil before putting sod on top of it. We will be maintaining it afterwards. I will be inspecting the property and if it needs applications we will do that, most of the time it will be insect or fungicide applications. Typically, you do not fertilize new sod because it stresses it.

*Supv Berube* stated: In the past when there was sod to be replaced, the prior contractor measured it, had their guys cut it out and sent in a sub who just threw the new sod down. Davey wanted it as cheap as possible and I think that is why you received those answers. I think they are going to be more on top of making sure the end result is better even with subbing out the sod.

*Mr. Feliciano* stated: I think we are going to keep it in-house. Sometimes when you do that you do run into trouble. I work with other companies who throughout the years, have done very good jobs for us, but I think this time we are going to keep it in-house. We can pull some soil samples at Schoolhouse Road, the sports field and the dog park.

*Supv Kassel* asked: Is the fungicide you will be applying included in the contract price?

*Mr. Feliciano* responded: Yes. There is no additional expense for that.

*Supv Kassel* stated: This does not have to do with sod, but on the south side of the dog park there is a bunch of Viburnum that has died and a bunch that is doing very poorly. The stuff that died has been removed and there is a gap there. The rest of it looks pretty poor. Mr. van der Snel, maybe you can take a look with Servello.

*Mr. van der Snel* asked: Does it have the vines again?

*Supv Kassel* responded: No, there is disease, fungus or something going on there.

*Mr. Feliciano* stated: That is the south side of the dog park.

*Supv Kassel* stated: That is the small dog park. You need to evaluate everything around. Also, on the north side of the large dog park, whatever was there was cut back hard after being let grow for several years and some of the shrubs did not make it.

*Mr. Miguez* stated: It is the Wax Myrtles; personally I would like to see them come out.

*Supv Kassel* stated: It would be good to have some type of shrub barrier there.

*Mr. Feliciano* stated: You have to be very careful cutting back Wax Myrtles, they are sucker shrubs and there should be no hard cut back. You should remove the dead and leave any sucker that you see as that is where the new growth comes from.

*Supv Kassel* stated: There were all kinds of stuff growing up through that was not Wax Myrtles. It was ignored for a number of years and was probably eight feet high and cut back to about three feet high. Much of it did not do well.

*Supv Berube* stated: What you are asking for is a careful look at the perimeter of the fence at the dog park and making it look pretty again.

*Supv Kassel* stated: Both dog parks, to see what the possibilities are.

*Mr. Knowles* stated: We will take care of it on Monday.

*Mr. Whitaker* stated: You had asked for a proposal for the front of The Estates and it was submitted on March 23, 2018.

*Supv Bokunic* asked: Who was it submitted to?

*Mr. Whitaker* responded: It was submitted to Mr. van der Snel; it was proposal 637, along with another proposal for Town Square. It does not look like it has made it here.

*Supv Berube* stated: Send them again, if you would.

*Supv Kassel* asked: What was in the proposal?

*Mr. Whitaker* responded: It was what we had discussed for the entrance of The Estates, replacing the dead plant material.

*Supv Kassel* stated: We were talking about not doing annuals, but some type of shrubs.

*Mr. Whitaker* stated: That was what was in the original proposal before it was revised and the same with Town Square. It is the same material that is throughout the property and doing well here already.

*Supv Kassel* stated: That is deer resistant.

*Mr. Whitaker* stated: It is stuff that does well here; I am not doing anything out of the ordinary.

*Supv Berube* stated: Send it again, and we will take a look at it next month.

## **FIFTH ORDER OF BUSINESS**

## **Developer's Report**

### **A. Discussion of Land Swap**

*Supv Berube* stated: There is not much to report here other than some items we need to handle. Last month we accepted the dedication of all the area behind the office which includes the commercial vehicle parking lot, the garden area, the Servello Landscaping plat, the area including the road serving those areas and the path that goes out to East Five Oaks. The condition of the shell and stone road has degraded significantly over a period of time. The pictures were taken after the rain last Monday night. The road is a mess and while it is technically not ours, it is because the gas line easement is under it and why the road is there. It is ours at this point because it does not belong to anybody else.

*Supv Kassel* stated: We do not have the engineer here.

*Supv Berube* stated: I spoke with him and we are okay to fix it. The suggestion is to fill the holes, compact and grade it. I am suggesting we have Mr. van der Snel contact *Florida Site and Seed*.

*Supv Kassel* stated: We drive that road several times a day and there have been numerous times that it has been refilled, graded and compacted. After the first or second rain the ruts start because it is not done in a way that the water drains off and it is lime rock. Puddles form and as soon a truck drives over it or anybody going to the garden or vehicles going to/from the storage compound, they start making a corduroy of the road. I do not know if there is any solution.

*Supv Berube* asked: Do you want to pave it?

*Supv Kassel* responded: You cannot; it is the pipeline.

*Supv Berube* stated: We can have the engineer ask if we can pave it. It is not a permanent improvement.

*Supv Farnsworth* asked: By pave, you are talking about blacktop.

*Supv Berube* responded: Asphalt. We have a good relationship with *Hall Company* that did the alleys in Ashley Park.

*Supv Farnsworth* stated: It would be better than continuing to let it rut.

*Supv Kassel* stated: I have seen the road re-graded, refilled and compacted half a dozen times, and within two or three months it starts again.

*Supv Berube* stated: The reason it gets done that way is because it is cheap.

*Supv Kassel* stated: If the pipeline allows us to do some type of paving over it, depending on the cost, it would be more permanent.

*An unidentified speaker* asked: Is it ultimately supposed to be a road going to Harmony Central?

*Supv Kassel* responded: No. It is the pipeline and you are allowed to cross the pipeline, but you are not allowed to pave along the pipeline.

*Supv Berube* stated: It will be a two-pronged approach. I will get in contact with Mr. Boyd to have him contact the pipeline people. You are not interested in putting shell stone down.

*Supv Kassel* stated: It is not that I am not interested; it is that it is not a solution that has any more longevity than three months. We are going to spend the money every three months. One thing is maybe there is the opportunity to move it east a number of feet so it is off the pipeline and it might not be a problem if we were going to pave it.

*Supv Berube* stated: The problem with the pipeline is they have an easement of 30 feet from the center of the pipeline in both directions so you would have to move a significant distance and I do not think we have that much space.

*Supv Kassel* stated: It is an easement, but maybe they would be more amenable, if we are thinking of paving, if we moved it directly off the pipeline road and did it next to it.

*Supv Farnsworth* stated: It is something for the engineer.

*Supv Berube* stated: I will get with Mr. Boyd on getting the permissions and if you would ask *Florida Site and Seed*.

*Mr. van der Snel* asked: If you want it graded it would be *Florida Site and Seed* or do you want to pave it?

*Supv Berube* responded: Get both. Get a number to fill and grade it with the shell stone, and see if *Hall Company*, or whatever your choice is, can pave it. Once we know those numbers, then we will make a decision about moving it over based on Mr. Boyd's response from *Florida Gas Transmission*.

*Supv Kassel* stated: Include that option to Mr. Boyd.

*An unidentified speaker* asked: Is *Junior Davis* going to be utilizing it for construction?

*Supv Berube* responded: Probably not. Typically, when we give them the ability to go on any of our areas and they damage it, we make them fix it.

*Supv Kassel* stated: Mr. Fusilier owns the land, which is Parcel M to the west of the roadway, so it is possible there will be construction vehicles coming down there to work on that parcel.

*Mr. van der Snel* stated: There is a big pile of dirt.

*Supv Kassel* stated: It is their ingress/egress.

*Supv Berube* stated: There will be before and after pictures; it is the only thing you can do. We have to give them the ability, but you can force them to fix it. Generally, the contractors are good as long as you know who the responsible party is.

*Supv Walls* stated: Keep in mind when you are talking about paving that depending on how sophisticated you get, any type of permitting is going to require some drainage improvements and other stuff; it will probably end up being very expensive.

*Supv Berube* stated: If we are going to go the paving route, we will have Mr. Boyd take care of the permitting.

*Supv Kassel* stated: Ask Mr. Boyd what other options there are besides doing this every three months or paving.

[*Topic discussion complete.*]

[*First supplemental Topic.*]

*Supv Berube* stated: We now own a commercial vehicle parking area which is managed by the HROA and generates money every year. There are lease agreements with the HROA which have been in existence for three years. I think the Board now needs an agreement with the HROA regarding the land, being that we are now the owners.

*Mr. Qualls* asked: Did the HROA have the agreement with the developer?

*Supv Berube* responded: Yes.

*Mr. Qualls* stated: The HROA was managing the facility for the developer.

*Supv Berube* stated: Right. It is an enclosed secure facility.

*Mr. Qualls* stated: People put their RVs there.

*Supv Berube* stated: They put their RVs there and pay a monthly fee. It generates a few thousand dollars a year after all the costs are figured.

*Mr. Qualls* asked: Do you desire to continue working with the HROA to manage, or could you manage it directly?

*Supv Berube* responded: It works pretty well with the HROA doing it. There is a lot that I do not see anyone on this Board nor the Property Manager at this point wanting to get involved in. I think this Board

needs to quantify our ownership of it and have an agreement with the HROA, if the Board so desires, to continue the HROA management of the facility.

*Supv Bokunic* asked: Why can Mr. van der Snel not do it?

*Supv Farnsworth* responded: It is not something he has historically done nor is set up to do.

*Supv Berube* stated: It is a significant amount of work.

*Mr. van der Snel* stated: It involves money handling.

*Supv Berube* stated: Leases evolve every month, they turn over, you have to get new leases signed, collect the money. The HROA is managing it at the moment. I am not saying we do not do it in the future, I am just saying we now own it and is something we need to address.

*Supv Kassel* asked: Who is paying for fencing repair and locks, regarding the lot?

*Supv Berube* responded: It comes out of the fees paid.

*Supv Kassel* stated: It is something, if we have a contract with the HROA; it needs to be clear that the maintenance of the facility comes out of the revenue produced.

*Mr. Qualls* asked: Is there a good point of contact where I can reach the HROA?

*Supv Berube* responded: I am the HROA President.

*Mr. Qualls* stated: If we can get the existing agreement it may have an assignment clause and logically it has been assigned to you. There is nothing that really needs to be done except to update it. Secondly, and what I would prefer, but it is your decision, is to draft a new agreement.

*Supv Berube* stated: We need an agreement favorable to us since we are now the landlords. We have the same situation with the garden. The garden is a money-generating and money-spending entity that is again managed by the HROA property management company. It does not lose money and does put a few dollars in the coffers; it is not a huge amount of money, it is small, but the point is we need the same type of agreement regarding the garden and having the HROA management company continue to manage that.

*Supv Farnsworth* stated: At least for now.

*Supv Berube* stated: The third one is the landscapers are in a compound that is now ours. I think you drafted the agreement between Sun Terra and Servello regarding the compound. The agreement needs to be updated to reflect the CDD as the owner.

*Mr. Qualls* stated: That is where we would agree to allow Servello to store equipment there and hold you harmless.

*Supv Berube* stated: Spelling out what we expect - cleanliness of the compound and all that. If it is not written they will take an inch and turn it into a mile. Those are the three things, and we just touched on the other piece which is the road and we need to have guidance at this point. Once we detail those agreements we will take whatever steps are next, but we have to get this on paper and know where we are going. We will touch base and I will put you in contact with Mark, the HROA Manager.

*Mr. van der Snel* asked: Can we ask *Servello* to mow inside the fence area as a return for the use of the compound?

*Supv Kassel* asked: Does it look bad?

*Mr. van der Snel* responded: It was a request that it needs to be mowed and kept up.

*Supv Kassel* stated: You are talking about around the garden area.

*Supv Berube* stated: What has been going on there is every so often the HROA contracts *David Dalton* to mow it every two or three months. We could continue to let it go, or if you think we are owed one by *Servello*, we could ask them to do it.

*Mr. van der Snel* stated: I think it is a small price for the compound they use.

*Supv Berube* stated: They have been using the compound for zip already. Touch base with them to see what they say.

*Supv Walls* stated: My preference on that would be to allow the HROA to continue the arrangement. The whole area is paid for by the fees from those who use the garden and RV lot, and it should be maintained by those fees as well.

*Mr. Qualls* asked: Scratch the last part?

*Supv Berube* responded: Yes. The balance of the land swap that has been ongoing month after month; the developer is not here tonight because he is still going through the County process regarding the BL-1 / VC-1 items to make sure it is going to fly or if it is not going to fly. I specifically asked are we okay with our easement to the lake and the lake access agreement, and the answer is yes, all of it is good. The repairs to the boathouse and that stuff are still up in the air, but the lake access in perpetuity is not going away. Counsel has had conversations with *Mr. Shoopman* over the past several months. Would you agree that is his verbiage?

*Mr. Qualls* responded: He has said that on the record numerous times; he makes that clear. Whatever happens with the land swap has no bearing on the fact that the District will have access to the easement it needs to those facilities.

*Supv Kassel* stated: Access and usage of.

*Mr. Qualls* stated: Right, and perpetual.

*Supv Berube* stated: He did not have anything to say tonight regarding that because it is tied up in the County.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Engineer**

*Supv Berube* stated: We had a couple of conversations regarding things from last month such as the sidewalks and nothing has changed from last month.

### **B. Attorney**

#### **i. Employee Handbook Salary Range Update**

*Mr. Qualls* stated: I have several items to report on. The only thing on the salary range is, we suggest at least considering recalculating that on an hourly rate. I think you calculated it on a salary basis.

*Mr. Koncar* stated: On an annual basis.

*Supv Farnsworth* stated: When I read the word “salary”, that is already a problem; *Mr. van der Snel* is the only one salaried and the others are hourly. It is a pay range and I was not thinking of setting it up showing an hourly rate, but that is probably a better idea.

*Supv Berube* stated: We are above the range on all of them now.

*Supv Farnsworth* stated: Nobody was objecting to that, it was the presentation format.

*Supv Berube* stated: I understand. When you break it down hourly, my recollection in looking at the payroll records is, everybody is above the midpoint. We are not out of range with any of the payroll.

*Mr. Koncar* stated: For the administration of these we will convert them back to hours except for your project manager. Normally, on the administration of these, if the Board were to grant a cost of living raise to all employees, then you would update your chart. If you approved 3%, all of the ranges would increase by 3%.

*Supv Kassel* asked: Why would the range be increased?

*Mr. Koncar* responded: It is the actual salaries.

*Supv Kassel* stated: You are updating it according to the cost of living, not the actual salary.

*Mr. Koncar* stated: Otherwise your employees would outrun the range.

*Supv Walls* stated: The other option is to leave it as is and give a lump sum on the top. If anybody hits the top, the hourly rate does not go up and the lump sum would be essentially a bonus.

*Supv Berube* stated: We are about in the midpoint on the five ranges now.

*Supv Walls* stated: I looked at it and I think it is fine.

*Supv Berube* asked: Do we want to adopt the personnel salary ranges?

*Supv Farnsworth* responded: Not only adopt; where are you going to publish it? Are you putting it back into the Employee Manual or keep it as a separate item?

*Supv Berube* responded: Employee Manual; as an addendum.

*Mr. Koncar* stated: That was the original discussion.

<p>On MOTION by <i>Supv Kassel</i>, seconded by <i>Supv Farnsworth</i>, with all in favor, the pay range, as discussed, was approved as an addendum to the Employee Manual.</p>
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*Supv Farnsworth* stated: That is with it being changed back to hourly.

*Mr. Koncar* stated: Correct.

*Supv Berube* asked: Does it really matter?

*Supv Farnsworth* responded: Yes. Saying salary is deceptive. Only one is salaried.

*Supv Berube* stated: Maybe it should say wage ranges.

*Mr. Koncar* stated: We can change it to wage ranges.

*Supv Bokunic* stated: I agree with Supervisor Farnsworth, if it is hourly, it needs to be hourly.

[*Topic discussion complete.*]

[*First supplemental Topic.*]

*Mr. Qualls* stated: The next subject I have to report on is the Davey contract. We had letters crisscrossing in the mail. Last month you directed Supervisor Walls to work with us and he did an awesome job. We sent a letter to Davey outlining the setoffs, we prepared a draft complaint that we would file, with the theory being breach of contract, and basically said if the funds are not paid the Board has authorized us to explore any and all legal options. Also included was a punch list that had been prepared by Mr. van der Snel,

we touched it up a bit for minor things, but we did not change any of the amounts. Meanwhile, Davey has now hired Counsel, in Florida, from the Fort Lauderdale area, who sent a letter basically saying the District still owes Davey and if the amount is not paid by May 1st including interest and attorney fees, Davey will explore any and all legal avenues, as well. I am not sure, but it almost looks as if this attorney took a form letter that would be used on a mortgage note. It talks about acceleration and other things like that. He even mentions a 10% interest rate, the fine print I believe talks about a 1.5% interest rate that would accrue to any past due payments, but, of course, your direction to us is there has been no past due payment because the work was not completed to the satisfaction of the District and you are entitled, under the contract, to setoffs. At this point it appears we are heading down the path towards litigation, however, I am hopeful we can still get to the table, being that both parties have threatened litigation and work out some sort of resolution. Right now you are far apart. We say they owe us just under \$100,000 and they claim the District owes them the same amount. What I would like to do is continue to have your permission to work with a liaison of your choice, but we need to get together Monday or Tuesday of next week with Mr. van der Snel to start getting our evidence together, we need to continue treating this as if we are heading towards litigation. We need to start thinking about the photos that were taken, and the proof of the setoffs. Also, I know Mr. van der Snel did a walkthrough with Servello, and Servello documented some of these items as well. We just need to continue to move forward in that regard and need to have the flexibility to do so. If it is okay with the Board it would be the avenue we would recommend continuing down.

*Supv Bokunic* asked: Supervisor Walls are you good with being the liaison?

*Supv Walls* responded: Certainly. At what point do we start taking these conversations into Executive Session?

*Mr. Qualls* responded: That is a Sunshine issue. What the Sunshine Law says is if you are in the process of active litigation you can have these types of discussions outside of the Sunshine for a period of time. It is to preserve and protect your legal strategy moving forward. We will provide more advice; we did look into it last month as I thought perhaps we could already go off the record. You have to keep the minutes, you just do not publish them along the same timeframe, but that covers active litigation and we are not there quite yet. It is a very real possibility in the future and we will advise everybody.

*Supv Berube* stated: The problem is publishing our discussions and strategies. I do not know that anything we have said so far is secret, but we are getting pretty close.

*Mr. Qualls* stated: I agree. Again, what Florida law says is ‘active litigation’; we are not there yet, but we are close.

*Supv Berube* stated: It is two lawyers sending letters back and forth.

*Mr. Qualls* stated: Unfortunately, that is an all too common occurrence. I think what we have shared so far is a reflection of the letters we have sent which are all a matter of public record. We will keep moving forward, and again, what we think this is going to come down to, they are probably going to make an argument that they did not have control of the irrigation.

*Supv Berube* stated: You remember sitting in meetings where we asked them if they wanted control and they said no. I bet we can pull minutes on that. For those in the audience with questions on your faces, we had a landscape contractor here, prior to August, 2017, Davey Tree Company. They were good for a number of years; in fact we did contract extensions and everything. It was all looking good and apparently someone in Ohio thought things could get better and changed their local management and immediately the quality of service went down. They wanted to save costs and it went down. There was a new manager onsite every two months and it went downhill to the point the soccer fields you heard us talking about earlier tonight, the Neighborhood G field and the soccer pitch, the sod got ruined throughout winter and was going to cost \$50,000 to replace and

\$25,000 of other sod throughout the property. It was all on Davey and various other things. At some point we really squeezed them and said you have to step up and they said, “*we quit*,” and walked away. The contract we have says you can do offsets. The end result was they said we owed them \$96,000, but we came up with they owe us \$46,000 above and beyond the \$96,000, about \$142,000 in services not performed, damaged turf, damaged sod, damaged bushes and things not done. We say you owe us \$146,000 and they say no, we want \$96,000 from you. Here we are and that is the conversation. I find it interesting that the letter came not from a litigation attorney but, rather a collection attorney. Anyway, that is where we are at and the thing we are conscious of is not letting the attorney fees exceed any recapture we might have.

*Supv Bokunic* asked: Can we stop talking about this?

*Supv Berube* responded: Yes. Residents have a right to know where their money is being spent, and that was the basis of the conversation.

[*Topic discussion complete.*]

[*Second supplemental Topic.*]

*Mr. Qualls* stated: For PoolWorks, as directed by the Board, we did notify them that the work was not completed and because the tile work was such a mess that the last payment due would be withheld in order to cover the cost to repair it. Since that time, we have been working with a gentleman, Manuel, who did provide us a written statement indicating, remembering what the contract says that the work has to be completed to the satisfaction of the District. Manuel went so far as to say in his expert opinion the tile work was not completed to industry standard. There is “industry standard” and “completed to your satisfaction”. One is subjective and one is more objective. Either way, we have advised you are on solid legal ground and have the right to withhold not only 100% of what it would cost to fix it, but you have the ability, under the law, to withhold 150%. We notified PoolWorks of this and notified them that under the Harmony rules they have the right to petition you for a hearing. They are given under the rules 14 days to do that. On day 12 or 13, the President of the company, Ms. Griffiths, emailed and indicated she would like to exercise the right to have a hearing. The rules govern how these hearings work and our recommendation would be to hold this hearing at your May 31st Board meeting so that it is convenient. We have notified Ms. Griffiths that it would be our recommendation to the Board. If you agree, we will send a formal letter advising them of their right to come to a hearing. What the rules basically say is the Chair will appoint someone to conduct the hearing; you would allow PoolWorks to put on any evidence and based on that the Board will render a judgment. I believe there is a 30 or 60 day timeframe for doing so. If there is no objection we will send the formal notice, they can come and be heard pursuant to your Rules of Procedure and we will take it from there.

*Supv Farnsworth* asked: Is this to be part of the regular meeting or is it a separate hearing?

*Mr. Qualls* responded: The rules do not say. You could just technically have the hearing at another time, but it does not make sense. So everyone is on notice, put it on the agenda or maybe on the agenda show the regular meeting.

*Mr. Koncar* stated: I would suggest you start your regular meeting and toward the end of the meeting show a break in the meeting, and in the break you would do the hearing and then conclude the meeting.

*Supv Farnsworth* stated: Regardless of whether you imbed it in there, it is a separate issue.

*Mr. Koncar* stated: It is.

*Supv Farnsworth* stated: I was trying to see how it was going to be handled.

*Supv Berube* stated: It will go on the agenda for the end of the agenda for the May 31st meeting pending approval of the Board tonight.

*Mr. Koncar* stated: You will want to do the hearing before the meeting is adjourned so if the Board wanted to take action then they could.

*Mr. Qualls* stated: You are covering all your bases with regard to publically noticing this will be a part of the meeting.

*[The consensus of the Board is to move forward with scheduling for the May 31<sup>st</sup> meeting.]*

*[Topic discussion complete.]*

*[Third supplemental Topic.]*

*Mr. Qualls* stated: Last month we reported we had sent a letter to the homeowner concerning the pool encroachment. We have done some more due diligence and Ms. Scarpone studied the plats and her determination is the encroachment is not on CDD property, not a CDD easement. We followed up with the District Engineer and he concurred. At this point it looks like the homeowner was mistaken when he came to you to say I have encroached upon your property. It does not look like that is the case. There may be an encroachment but it does not impact the CDD.

*Supv Berube* asked: If it is not ours, whose is it?

*Mr. Qualls* responded: I do not know the answer to that. Your engineer may have indicated that.

*Supv Berube* stated: The bottom line is that it is not ours.

*Mr. Qualls* stated: Our recommendation would be to send a follow-up letter to say upon further review okay. This item is always on the agenda under our report, the salary range for the employees.

*Supv Berube* stated: To backup for a minute. The homeowner brought this to us and said we want to fix it. Our agreement to him was we will figure out how to fix it, but you have to pay all the costs. We have invested some legal and engineering time in this. What is the protocol? Do you have an idea of how much we have spent?

*Mr. Qualls* responded: We have not spent much time on it; two or three hours.

*Supv Kassel* stated: Maybe we split it with him.

*Supv Berube* stated: Before you send the letter ask Mr. Boyd how much time he has in it. If we have \$1,000 maybe splitting it with him, say you are off the hook, but we spent some time verifying this. We understand a mistake was made, we appreciate your honesty, but it is not fair to ask all homeowners to share in this liability.

*Mr. Qualls* stated: For the record, what your engineer said is, *“based on this survey there is no encroachment on the CDD property. It does slightly encroach into a standard six foot general purpose easement on the lot, but that is granted for general purposes to allow cable, electric and phone providers to install utilities. It is really not needed as a drainage easement in this case. From my perspective, as the District Engineer, the CDD has no concerns or issues with this condition.”* I am sure the landowner will be happy to hear that.

*Supv Berube* stated: He will not be happy to write a check, but he might be because this could have gotten expensive.

*[Topic discussion complete.]*

*[Fourth supplemental Topic.]*

*Mr. Qualls* stated: There was discussion last month about the collection of non-ad valorem assessments. This may fall under the District Manager's report, but my understanding is the assessments are being paid. In the minutes of the last meeting we had said we would look at what to do about the fact that the resolution says assessments on unplatted lands would be collected by the District and not by the Tax Collector. We do not believe a resolution is required to address that, but to round out the record, perhaps the Board would consider making a motion to ratify the collection method through the Tax Collector. One other point, when the closing letters [estoppel letters] were sent at the time of the closing, the estoppel letters made clear the assessments would be collected by the Tax Collector. I do not think the landowners would argue that they were not aware that would take place because it would be in those letters. If the Board wanted to consider a simple motion to ratify the collection of the assessments by the Tax Collector through the Uniform Methodology, we believe that would round out the record.

*Supv Farnsworth* asked: What was the discussion we had last month about this?

*Supv Berube* responded: The CDD used to collect directly on the unplatted lands from the developer.

*Supv Farnsworth* asked: Is there any chance of continuing that? I think we were missing an agreement with them.

*Supv Berube* responded: There was no formal payment agreement for the collection. One could argue Starwood had a payment agreement and it moved forward to Sun Terra and when Sun Terra sold lands to Mr. Fusilier, the payment agreement moved with the title of the land. Rather than get into that, Mr. Moyer said we are not going to have a payment agreement, it is last minute, and he told InfraMark to put it all on the tax rolls.

*Supv Farnsworth* stated: So, setting up, or resetting, an agreement with the developer is not practical; or may not even be possible.

*Supv Berube* stated: It is too late now; it is already on the rolls. It cost us a few bucks more to do it that way because of the discounts and Tax Collector fees, but we are sure of getting it.

*Supv Kassel* stated: The issue was, we had no idea, and all of a sudden it went from a set of documents that talk about District collected and Tax Collector-collected CDD assessments to it was all Tax Collector-collected. Where did all of the District collected go; we did not know. We were upset that it was changed without us being notified, or asked, or being able to make a decision. Mr. Koncar researched it and said Mr. Moyer had suggested it as a better way. This still did not address the issue of the fact that we had not been notified, but it is a done deal.

*Supv Farnsworth* stated: I concur; I just wanted to clarify some things before we did it.

On MOTION by *Supv Kassel*, seconded by *Supv Farnsworth*, with all in favor, ratification of the move of the collection on unplatted lands from CDD-Collected to Tax Collector-collected, through the Uniform Method of Collection, was approved.

[The record will reflect that *Supv Bokunic* was absent for the vote.]

*Supv Farnsworth* asked: Do you want to come back to this?

*Supv Berube* responded: Most of it has been paid.

[Topic discussion complete.]

[Fifth supplemental Topic.]

*Mr. Koncar* stated: At the last meeting we discussed the fact that we were going to have to, and we will do it in the Manager's Report. We would like a motion from the Board to approve borrowing \$109,000 from the General Fund to make the principal and interest payment on the Debt Service on May 1<sup>st</sup>. In our correspondence with you, we let you know that because a large amount of the assessments had not been paid, there was not enough money to make your May 1<sup>st</sup> debt service payment. We contacted them, Supervisor Berube called them and spoke with them, and your developer did pay a large portion of that. The money will come to the District; it is just that we will not get it by May 1<sup>st</sup> because it is being sent to the Tax Collector. We would like a motion from the Board to approve borrowing \$109,000 from the General Fund to be repaid as soon as the assessment fees come in.

On MOTION by *Supv Farnsworth*, seconded by *Supv Kassel*, with all in favor, borrowing \$109,000 from the General Fund, to be repaid upon receipt of assessment collections, was approved.

*Supv Kassel* asked: The Tax Collector is collecting those?

*Mr. Koncar* responded: Yes.

*Supv Berube* stated: Two remain unpaid.

### **C. Field Manager**

#### **i. Facilities Maintenance**

*Mr. van der Snel* stated: Good evening. You have received my reports. Are there any comments or questions?

*[There being none, the next item followed.]*

#### **ii. Facilities Usage Records**

*[The monthly highlight reports are contained in the agenda package and are available for public review in the District Office during normal business hours or on the website.]*

#### **iii. Resident Submittals**

*[There being no discussion, the next item followed.]*

#### **iv. Pond Maintenance**

*Supv Farnsworth* stated: You have some ponds labeled as severity level L3 with no treatment while others with less severe levels L2 or L1 were treated.

*Mr. van der Snel* stated: On the day he makes the reports he finds the ponds are significantly in need of treatment. It is all about the timing and if he has not treated it yet, he cannot include it in the report.

*Supv Farnsworth* stated: In that situation, if you have not treated it, you have a plan to treat it, but there was no comment there.

*Mr. van der Snel* stated: I think he tries to fill it out when he actually treats it.

*Supv Farnsworth* stated: Rather than saying what his plans are.

*Supv Berube* stated: If you notice, those three ponds are on the golf course. The L3 are weeds, algae and such which are aesthetical treatments not what is required by our deed for maintaining these ponds. The golf course ponds are getting less level of treatment for aesthetic reasons.

*Supv Farnsworth* stated: When you get up into the algae, etcetera, it is hard to pull out the Hydrilla. There is no category at the top for Hydrilla so it ends up in the algae column and it is hard to distinguish just looking at it.

*Supv Kassel* stated: The Hydrilla is part of the additional notes at the bottom.

*Supv Farnsworth* stated: I see that; I was looking for better insight.

*Supv Berube* stated: Our plan with the golf course ponds has been to treat them in accordance with our maintenance requirements from the drainage permit and our deed requirements, which is to make sure they can take in water and put out water. How they look is not our problem because they are not paying us for how they look. It used to be quid pro quo; we got the meeting room and took care of the golf course ponds to keep them nice. The meeting room is suddenly no longer free, but we will maintain the drainage on the course. Our residential ponds we keep nice.

*Supv Farnsworth* stated: I understand.

#### **v. Bass Boat Procurement Quotes**

##### **a. 2018 Lowe 1860 Quotation - \$11,743.91**

*Mr. van der Snel* stated: I had a beautiful Roughneck 1860 Deluxe Tiller set up and sent into the package and the dealer called me last Monday to say “*I cannot get it delivered because the factory will not deliver it to me*”.

*Supv Farnsworth* asked: Is that the one that got cancelled?

*Mr. van der Snel* responded: Yes. So this bad thing actually became a good thing. I was browsing around and went to *Boats.net* and they worked with me to set up a bare boat making it the way we wanted for less money.

*Supv Berube* stated: These are our friends at *Central Florida Yamaha* in Lake Placid; we have done business with them before.

*Mr. van der Snel* stated: We bought the SunTracker from them. It is a Tracker and pretty much the same as the Roughneck, but this is a Jon boat. It is not going to be like this, it will have seats and will be rigged up.

*Supv Berube* stated: The end result is this is \$3,500 less than the first quote.

*Mr. van der Snel* stated: This is pretty much the best I can do to get it functional.

*Supv Berube* asked: Did Supervisor Walls see it?

*Mr. van der Snel* responded: No.

*Supv Farnsworth* stated: He can pull it up on the internet. It is all there.

*Supv Berube* stated: It is a Grizzly Tracker 1860 and is very much like the bass boat we have at the lake now. The motors going on it are similar to what we have and the total price on this boat is \$8,207.64 plus \$250 for delivery.

*Supv Walls* asked: Does it have a front deck?

*Supv Berube* responded: Yes. Front deck, two seat, fold down seats, a front bait well; it is equipped virtually like the other one.

*Supv Walls* stated: It sounds fine to me.

*Supv Kassel* asked: Where is this coming from, Capital Expense? Will we have to move money from Unassigned Fund Balance?

*Mr. Koncar* responded: I think Unassigned Fund Balance is your best option. You have, as of the March report, \$979,662.

*Supv Berube* stated: It is getting pretty tight. Can we take \$8,000 out of there?

*Mr. Baldwin* responded: We also have six more months to go.

On MOTION by *Supv Berube*, seconded by *Supv Walls*, with all in favor, the purchase of the Grizzly Tracker 1860, at a cost of \$8,207.64 plus \$250 delivery, to be taken from Unassigned Fund Balance, was approved.

#### vi. Dog Park Proposals

- a. *Hardscape World Proposal* - \$4,500.00 (w/ \$1,248 Discount)
- b. *Alliance Pavers, LLC Proposals* - \$5,250.00 (w/ "Stacking" Discount)

*Mr. van der Snel* stated: I had two companies give me quotes. *Hardscape World* was more responsive and more professional, and is \$1,200 less for the same work.

*Supv Farnsworth* stated: The quoting philosophy these two companies used is drastically different. *Hardscape World* essentially quoted you four independent tasks. You can contract them for task three, for instance. The way *Alliance Pavers* quoted it, they stacked their bid, and in order to get task three you have to contract for tasks one and two.

*Mr. van der Snel* stated: The reason I asked them is because we added the half circle pad in front of the pavilion, the gate pavers, and we have the wash station in the big dog park that is a mess and would easily look much better for the \$1,000. On the bottom right you will see our water fill station we use that we would like to have a pad on because with the pressure washing we use it almost every day. It gets very muddy and we would like to have a 10' x 20' paved pad.

*Supv Berube* stated: *Hardscape World* is \$4,500, including their discount to do everything you want. *Alliance Pavers* seemed to put a few more details in and seem to discount a bit as you move up.

*Supv Farnsworth* stated: As you run through their quote they start with a unit cost per square foot of about \$6.20. When they start stacking up the second item stays at about \$6.20 and as it progressively builds it goes down. They do not have to break out what a small task would be because they pile it into the previous one.

*Supv Berube* stated: There is nothing on here for the well area where you fill the pressure washer on the *Alliance Paver* quote.

*Mr. van der Snel* stated: It is the parking pad.

*Supv Kassel* stated: It is under the first item.

*Supv Farnsworth* stated: It is option four.

*Supv Bokunic* stated: Their price is higher anyway.

*Supv Berube* asked: Do you think *Hardscape World* is a better contractor?

*Mr. van der Snel* responded: *Hardscape World* has been more professional and responsive. I had to ask Alliance Pavers four times for their quote.

*Supv Kassel* MOVED to approve the *Hardscape World* proposal in the amount of \$4,500.

*Supv Bokunic* asked: Where is the money coming from?

*Supv Kassel* responded: Parks.

*Supv Farnsworth* stated: I do not think there is an issue with the amount. You do need to recognize one thing between the two quotes. *Hardscape World* actually quoted putting in additional new pavers for the gate area, whereas Alliance Pavers was going to move them from one side to the other.

*Supv Bokunic* SECONDED the motion.

*Supv Berube* stated: They want 50% down. Is everyone okay with that? Counsel do we need to reduce this to a contract or can we accept a quote?

*Mr. Qualls* responded: It has to be a contract.

*Supv Berube* stated: [Reading from the proposal notes] “*The homeowner is responsible for permits.*” This is not a permit job, I do not think. You have to read all the notes.

*Supv Farnsworth* stated: They both had these types of conditions.

*Supv Berube* stated: For *Hardscape World*, it states “*Customer will give final payment to the crew leader*”. That is not going to work.

*Mr. Qualls* stated: We will have the standard payment language.

*Supv Berube* stated: We are going to move to approve.

*Supv Kassel* stated: We already have a motion and a second.

*Supv Berube* stated: We understand there is going to be a contract provided to do this.

On VOICE vote, the motion, with all in favor, was approved, as discussed.

*Supv Berube* asked: Where is the money coming from?

*Supv Bokunic* responded: Parks.

*Supv Berube* asked: Do we have money in Parks?

*Mr. Koncar* responded: You are running low on Parks.

*Supv Berube* stated: We are \$4,243 over on Parks.

*Supv Kassel* stated: You will have to move money from Unassigned Fund Balance.

*Mr. van der Snel* stated: It is because of the canopies.

*Supv Kassel* stated: If we get the FEMA money it will go back into that line item.

*Supv Berube* stated: We will take it from Unassigned Fund Balance as we did the boat. If we collect the FEMA money it can go back into Unassigned Fund Balance.

*Mr. Baldwin* stated: It will be recorded as a revenue source coming in. We cannot credit the expense.

*Supv Berube* stated: The overall money we are taking from over there and putting over here, if we have money coming in it will all be the same bucket of money and balance out.

**vii. Optical Viewer Binoculars (for Dock)**

**a. SeaCoast - Standard Installation: \$2,392.00**

**b. SeaCoast - ADA Installation: \$2,401.00**

*Supv Berube* asked: What was the genesis of this? Was it your idea or did somebody ask?

*Mr. van der Snel* responded: That was my idea. It came out that if a resident using a boat was in distress it would be great to have binoculars at the dock and Mr. Scarborough asked if we could get him binoculars. I said that is not a bad idea. I ordered four new rockers for the fishing dock. I thought, “*Wouldn't it be great for residents to be able to watch nature*”. It was just an idea and it does not have to happen. I wanted to bring it to the Board as an item of consideration.

*Supv Berube* stated: I think we have done some other unusual things over time that show up and most of the time the thing you get after you do something unusual like this is people noticing and saying that was a great idea.

*Mr. van der Snel* stated: The cheapest ones I could find that were well known was the *SeaCoast*. There are two proposals, one for a standard and one for an ADA accessible wheelchair base.

*Supv Kassel* stated: If it was \$400 or \$500, I would say sure; but \$2,400 it is a lot of money for something that is probably going to be vandalized.

*Supv Walls* stated: I agree with Supervisor Kassel. I think it is a good idea for the dock master to have a pair of binoculars to carry; but in terms of spending \$2,000, I think we should consider it as part of the next budget process.

*Supv Berube* stated: Folks, you have heard the presentation for a pair of high powered binoculars mounted to the dock. You have seen these at tourist areas, it is your money, \$2,400; what do you think?

[*The consensus of the audience is No.*]

*Supv Bokunic* asked: What if it was \$500?

*Supv Berube* responded: I would say, go ahead.

*Supv Kassel* stated: I have a spotting scope that is a 20 to 60 power. I use it on the dock and you do not get a real great view because it is a big lake. This does not have any information about the power.

*Supv Berube* stated: The bottom line is, it is the residents' money we are spending, they say No.

*An unidentified speaker* stated: It is a good initial idea. What about the astronomy telescopes you can buy in hobby shops?

*Supv Berube* responded: It will be sitting outside in the weather all the time. If you have ever been on the docks when there is a hurricane coming; it would be the end of the scope.

*An unidentified speaker* stated: If you go to the City Lakefront Park they have those and maybe they have some not in service, which they would be willing to swap.

Supv Berube stated: We will look into that.

### **viii. Basketball Court Resurfacing**

#### **a. Stewart Tennis Courts & Fencing, Inc. - \$4,800.00**

*Supv Kassel* stated: The proposal says two kinds of acrylic along with silica sand will be applied to entire surface and will smooth out surfaces. What I would like something to say is we will not have puddles, guaranteed.

*Mr. van der Snel* stated: I told them and stressed it to them.

*Supv Kassel* stated: It does not say that.

*Mr. van der Snel* stated: There will be a contract that has to state that. As you know, the basketball court has puddles, which creates a “*slip & fall*” potential. The prior service was bad. This proposal gives it a professional and clean look. I have talked to another, and they came in at about \$11,000; which we discussed at the last meeting. This is the best price I can find for the resurfacing.

*Supv Bokunic* asked: There are only two people who do this?

*Mr. van der Snel* responded: If the Board wants me to browse further to try to get more bids, I can.

*Supv Farnsworth* stated: It might be more comfortable for consideration if you had at least two that were similar.

*Supv Bokunic* stated: I agree. The appearance could be this is what we are going with because there were no alternatives. It would be great to have at least one more.

*Supv Berube* stated: I saw a vehicle today in St. Cloud; *SportCourts.com*. This is their business. It was not noted on the truck where they were from, but I just happened to see it.

## **SEVENTH ORDER OF BUSINESS**

## **District Manager’s Report**

### **A. Financial Statements for March 31, 2018**

*Supv Berube* stated: Supervisor Farnsworth, if you would bring up page two, the Statement of Revenues, Expenditures, and Changes in Fund Balance. This goes to the change in assessment costs by putting it on the tax rolls. When you look at special assessment discounts it looks like we are \$13,000 over budget. To put it on the tax roll we have spent \$13,000 more on the discount line than we anticipated and we are not through collecting yet. Is that a true assumption?

*Mr. Baldwin* responded: Your discount is not adding revenue.

*Supv Kassel* stated: Talk to us as laypeople and not accountants, please.

*Mr. Baldwin* stated: It is an additional cost by giving the 4% discount.

*Supv Berube* stated: If we move down further on the page into Misc-Assessment Collection Cost, it is \$7,955 over budget. That was also over what we anticipated. We have spent \$22,000 extra by putting it on the tax roll.

*Supv Kassel* stated: You are looking at the year to date versus the annual budgeted. The budgeted amount is \$27,193, the proposed year to date is \$20,000, the actual year to date is \$1,000 over.

*Supv Berube* stated: We have to figure where it all shakes out when it is finally done. It has been expensive to this point.

*Mr. Baldwin* stated: It is misleading because the discounts are based on 4% if everyone paid in November. Your adopted budget was \$54,386 presuming everybody paid in November. As of March 31st you do not get a discount so no additional discounts should occur because we are past that point. For the year-to-date actual it is \$55,000.

*Supv Berube* stated: Until the whole cycle finishes we do not really know what the final number is.

*Mr. Baldwin* stated: This should be close to your final number because, again, discounts started in November and end in March.

*Supv Kassel* stated: By March 31st discounts will be over with. In next year's budget maybe we will frontload those discounts for earlier in the year so it does not look like we are so far beyond.

*Supv Berube* stated: We have a budget line, CDD-collected, which is way under because nothing went there. It is just a matter of adjusting.

*Supv Kassel* asked: Why does the Construction Fund still show up on the balance sheet?

*Mr. Baldwin* responded: As I said last month, in order to draw from it we would have to submit and it would not be submitted in time for March 31st. We have the requisition to be signed tonight and I will send it directly to the Trustee tomorrow and a check will be issued to the District, hopefully Monday, which is the last day of the month so hopefully it will disappear. We did show the expense as occurring in March, but the money was not taken out of the account as yet.

*Supv Kassel* stated: On the Statement of Revenues, Expenditures, and Changes in Fund Balance for March 31st you are showing it as an expense.

*Mr. Baldwin* stated: That is correct. We showed the expense so the Fund Balance would be zero, but the cash is still out there because we have not been funded the cash. You earned some interest this month, so it will be tweaked so the ending balance is zero.

*Supv Berube* stated: Under Landscape Services - R&M – Trees and Trimming, we have spent \$61,640 and I think some of that are trees that were damaged in Hurricane Irma. I think the Butterfly Drive trees along the sidewalk are also in there.

*Supv Kassel* stated: It does not belong under Landscape Services.

*Supv Berube* stated: This is not the contract portion of trees and trimming. My point is we have to keep track of this because this line item is way over because of the damage repairs. What have we spent in trees, about \$25,000?

*Mr. van der Snel* responded: \$22,000.

*Supv Berube* stated: Some of those invoices need to be accounted for, I do not know how.

*Supv Kassel* stated: Maybe Miscellaneous Services instead of Trees and Trimming. We have a contract for Trees and Trimming so we should try to keep the amounts under those line items to reflect what we have contracted in the main contract. Anything else that does not come under it should probably be under something like Miscellaneous Services.

*Supv Berube* stated: The line item needs to be fixed and there needs to be a note as to how we got to be that far over the budget. How we fix it at the end of the year with the FEMA monies and all of that is okay, but

that line item is terrible and we need to know how we got to there. We certainly have not spent \$61,000 trimming trees so there has been a lot of tree money spent. We need a note as to how we got there.

*Mr. Baldwin* stated: The cover page has a memorandum and we included some information, not dollar amounts, but some of the information saying it includes the Servello contract for Butterfly Drive, arbor tree service and tree stump and sod.

*Supv Berube* stated: Seeing that we know what they are, maybe we could put the dollar figures for those items in the notes. In that way we can quickly look to see those are excess and why.

*Mr. Koncar* stated: We want to add those amounts in the financial notes.

*Supv Kassel* asked: Is there some reason we would not put it under Miscellaneous Services?

*Supv Farnsworth* responded: Put it some identifiable place.

*Supv Berube* stated: It is all going to hit the budget in the same way.

*Supv Kassel* stated: Yes, but it is harder to see how we are doing for contracted services if you lump it into the contracted services.

*Supv Berube* stated: You want to put it in Miscellaneous Services.

*Supv Kassel* stated: Yes, please.

*Supv Berube* stated: If you will, move those three into Miscellaneous Services landscape. There might be more than three, but those specific services.

*Supv Kassel* stated: Sod replacement for example.

*Supv Berube* stated: We have not done the sod yet. For the Board's edification, if you look at this month's invoice package, you might have noticed the OUC bills were a mess. There are handwritten notes – we are consolidating this, we are closing this one out. Some are high and some are low. Mr. Koncar and I have exchanged emails, they have been hammering on OUC, I have an apologetic email from Mr. Dan Seabrook at OUC which basically says, we have created a mess, we got it, we know, it is going to take us some time to fix, it is not InfraMark's fault. OUC and InfraMark have been on it, but the concern is things are way out of control. I know there is a request coming up on the agenda to consider streetlight buyouts, again; however, I do not know where we stand right now because we are showing the streetlight lease is growing when you look at the OUC bills.

*Supv Kassel* asked: How is that possible? I would like to see a schedule for the last three years of what we have paid for the streetlight investment and maintenance.

*Supv Farnsworth* stated: It is supposed to be a fixed rate.

*Supv Berube* stated: To give you an idea of how bad this is, in four months from November 2017 OUC was \$19,700, December 2017 was \$17,200, January 2018 was \$22,800, and February 2018 was \$30,609. These OUC bills should be pretty much flat.

*Supv Kassel* stated: When we have new communities come on line, we have new maintenance.

*Supv Berube* stated: To go from \$19,000 to \$17,000 to \$22,000 to \$30,000, it is way out of whack, and part of it is OUC has acknowledged they have a problem with software, they are charging us sales tax on some of them. I can tell the ladies at InfraMark are going nuts by the handwritten notes all over it. Finally, I said stop show us what we have got that demonstrates it. They got in contact with OUC and there is a meeting scheduled.

*Mr. Koncar* stated: Next week. That is the third meeting date; they cancelled the first two because they say they are trying to get everything together.

*Supv Kassel* stated: We are paying down hundreds of thousands of dollars and the bills are going up. How is that possible?

*Mr. Baldwin* responded: I know Ms. Suit had communication with Mr. Seabrook, and then I and my staff also had conversations with them. The maintenance agreement should be a flat fee and I showed them from one bill to the next some go up, some go down, nothing is consistent and he could not answer. I asked how do you expect us to explain this when you cannot explain it us.

*Supv Bokunic* stated: Until the last few months, this has been pretty steady.

*Supv Berube* stated: OUC has new software.

*Supv Kassel* stated: We have been paying these off on a regular basis.

*Ms. Suit* stated: What you are paying off equals about \$1,700 or \$1,900 per month.

*Supv Berube* stated: Every time we pay one off the bills drops by a certain amount and stays there consistently. Then we pay another one and the streetlight bill drops again. In the last four to six months, all of a sudden the lease line has been increasing steadily and that should never happen.

*Supv Farnsworth* stated: When you pay it off the payment per month should drop and that is what you are saving on a monthly basis. There is an amount, it is not zero, but it certainly does not go up.

*Mr. Koncar* stated: We are going to have the meeting next week, but what I would like to suggest is having Mr. Seabrook come to the May meeting to explain what is going on.

*Supv Berube* stated: If he is going to give us a bunch of OUC gobbledegook, which is typical. From Mr. Seabrook, "*We have been working on reconciling the streetlight billing for Harmony for some time now. It has taken this long due to the number of contracts, the number of lights installed, and the contract buyouts that have taken place since the community was developed, along with problems with our new billing system.*" We get whacked for three things and they get one little problem at the end. The problem is their new billing system. If he wants to, fine, but let us not waste our time.

*Mr. Koncar* stated: We are having a meeting next week and I am hoping to have some answers. I will report to the Board, by email, the result of the meeting.

*Supv Kassel* stated: We can then know whether we feel a meeting with him is necessary.

*Mr. Baldwin* stated: I have stressed what you all feel towards the repetitive answers we have been receiving month after month and it is at a point where it is not acceptable.

*Supv Berube* stated: I have seen the email chains from Ms. Sally Chalkley and some of the others at InfraMark. It is clear that OUC is just blowing them off. Every week somebody is emailing OUC and OUC is responding we are working on it and will get back with you. Nobody gets back with them, they follow-up and that is what is going on. Until I said enough is enough this would have gone on forever. If you want to get action with OUC withdraw the ACH approval and do not pay the bill next month. They may shut off the electricity, but I do not think they will. They are charging us more and more, it is wrong and they know it, but they keep doing it.

*Supv Bokunic* stated: The bottom line is at some point this is all going to balance out. InfraMark is on top of it.

*Mr. Koncar* stated: It will and I agree it will ultimately balance out in favor of the District financially because I think some credits are coming, but it is frustrating because they should be able to answer the questions to you, as the Board. It is District money and you are responsible for the public money. We get frustrated, you have seen the emails, we are trying to meet with them, we are on the phone and we are not getting anywhere either.

*Supv Berube* stated: The gauntlet has been dropped, here we go. The same thing is going to a lesser degree with TOHO. We got all those credits over prior months and, when you look at the TOHO invoices, there are some where we have \$5,000 to \$7,000 credits, and yet we are still writing ACH authorizations. We paid them \$9,000 this month, yet it looks like, to me, on a few accounts they owe \$11,000 to \$13,000 still in credit. I know it is all different accounts, but somebody has to look at it and say you owe us \$11,000 here; we are not going to give you \$9,000 over here; give us our credit in full. Consolidate the whole thing.

*Supv Kassel* asked: Can I please get a schedule of the last three years, on a monthly basis, of what we have paid for the investment for OUC and what we have paid for the maintenance?

*Supv Berube* responded: You should have also received an email late today of what we have paid for the last four months to OUC and TOHO. Did you see it?

*Supv Kassel* responded: No.

*Supv Bokunic* asked: When you send that can you send it to the Board?

*Mr. Koncar* responded: I will get it out to everybody. One of the problems we have had is we realized you were not getting some of the stuff we are sending. I think we have everybody's email addresses right now.

*Supv Berube* stated: Mr. Hutton needs to fix this email thing.

*Mr. Koncar* stated: I was just on the phone with him before the meeting. I am concerned about it and contacted the InfraMark IT reps.

*Supv Berube* asked: Is it safe to assume Mr. Hutton does not work for you?

*Mr. Koncar* responded: He is a contractor.

*Supv Berube* stated: Supervisor Kassel, so you know, TOHO for November was \$6,400 and for December it was \$3,200, January was \$4,600, February was \$10,200.

*Supv Bokunic* stated: They are automatically drafting the accounts and taking the money.

*Supv Berube* stated: You seem to be on top of OUC and TOHO, but we need to get it fixed. Go back to page three. For Capital Outlay – Streetlights – we have \$403,000 in the budget and show a year to date of \$85,097 being spent. We have not bought out any streetlight contracts this year.

*Supv Kassel* stated: That is a budget line item we created to take the savings from the buy-downs.

*Supv Berube* stated: This is the Capital Outlay and money spent and shows we spent \$85,097 and we have not bought down any streetlights in this budget year.

*Supv Kassel* stated: Again, I thought we created this line item as a way of budgeting as a placeholder to say how much we are setting aside to pay off the streetlights.

*Supv Walls* stated: I thought we had approved one last year, but it did not happen in time and got charged to this year's budget.

*Supv Berube* asked: For \$85,000?

*Supv Walls* responded: I cannot recall the amount, but I thought that is what happened.

*Mr. Baldwin* stated: I will look into the line item.

*Supv Berube* stated: It shows an expenditure occurring this year. We need to know what it is.

*Supv Kassel* stated: Show us your schedule of streetlight buyouts.

*Mr. Koncar* stated: As I recall, the agreement we received was dated October 2017 for a buyout and we paid that in January, in this fiscal year.

*Supv Berube* asked: Was it only \$85,000?

*Ms. Suit* responded: One was \$36,000 and one was \$47,000.

*Supv Farnsworth* stated: The ones supposedly done last year are \$237,000, \$49,000 and \$38,000.

*Supv Berube* asked: What is in 2018?

*Supv Farnsworth* responded: 2018 has not been included yet.

*Supv Berube* asked: Do you have something worth \$85,000?

*Supv Farnsworth* responded: They were saying it might have been a carryover. What are those two added together?

*Supv Berube* responded: It is \$87,000. Let us not speculate.

*Mr. Baldwin* stated: I will look into this and bring you back information in regard to it.

*Supv Berube* stated: Capital Outlay – Vehicles – shows \$14,356. The only thing that was Capital Outlay for a vehicle was the Yamaha side-by-side and should be \$12,200. I noticed in the narrative they are putting a Bobcat expense into the line item. It should not be Capital Outlay and should be R&M – Vehicles.

## **B. Invoice Approval #216, Check Register and Debit Invoices**

*Mr. Koncar* stated: Approval of the invoices and check register is next.

*Supv Berube* stated: That means we are accepting all the financial statement discussion we just had as we are done with that, right?

*Supv Farnsworth* responded: With the conditions you set up.

*Mr. Koncar* stated: Whatever line items need to be changed we can do in a resolution at any time.

On MOTION by *Supv Kassel*, seconded by *Supv Farnsworth*, with all in favor, Invoice Approval #216, in the amount \$438,925.56, the check register, and the debit invoices were approved.

## **C. Discussion of District Manager Special Topics**

*Mr. Koncar* stated: I will go through the follow-up items from the last meeting.

*Supv Farnsworth* asked: Are you tabling your first item on workers' compensation?

### **i. InfraMark Proposal for Payroll and Workers' Compensation Services**

*Mr. Koncar* responded: We finally received the quote and we had provided you previously our cost of doing the payroll. Since we just got this what I would like to do is do a comparison of what you are currently

paying and give you a good breakdown., and bring it back at the next meeting to give you a table showing what you paying and what the new proposal is.

*Supv Berube* stated: I looked at it quickly when we got it this afternoon & did the comparison to what we are paying FRM. There are two things – this appears to be more expensive than the FRM numbers; secondly, they do not give us an accurate comparison because they changed the employee workers' compensation codes. I am not sure calling them landscape maintenance is the proper thing. Without a direct comparison it is hard to say if this is better or worse. The other thing is this company, *Public Risk Insurance Agency*, wants us to pay an upfront fee and a monthly percentage. Right now we pay based on every week's payroll. Paying on an estimated payroll of \$183,000 that we may not make and as we get to the end of the budget year, we may have to get a credit. I would rather pay as you go, especially for workers' compensation. I am not comfortable saying this is a better or worse deal until the labor codes are matched.

*Mr. Koncar* stated: You need to be able to compare apples-to-apples. Right now I cannot do that, so I cannot recommend to the Board we do it.

*Supv Berube* stated: We will have further discussion next month.

## **ii. FEMA Storm Damage Recovery Effort Update**

*Mr. Koncar* stated: We have provided an outline of what has been submitted to FEMA. It is \$23,121.75 and we are still working through it with FEMA.

*Mr. van der Snel* stated: We are in the finalizing stage, but when we will get paid, I do not know.

## **iii. Feasibility Study of Office / Amenities Center**

### **a. NAI Realvest**

### **b. Canin Associates**

*Mr. Koncar* stated: This was provided to you at the last meeting and we have placed some hardcopies in front of you as one of those did not have the actual cost. We have the two proposals and one of the proposals, in our opinion, is better than the other. The *Canin Associates* is \$9,600, but from the information provided, it is sketchy in the scope and does not cover much so I am not sure what they are going to do for \$9,600.

*Supv Berube* stated: It also says plus meetings.

*Mr. Koncar* stated: There are some ancillary costs and I thought that is what you do, you have meetings. The other proposal from *NAI Realvest* provides an extensive scope of what they are going to do and they break it down in each part of the proposal as to what it cost. The total for that proposal is \$14,250, but I think it is a much better approach to what the Board is looking for.

*Supv Berube* stated: I agree, but I am going to suggest we table this to next month to give us some time to digest this. I hope the developer is here next month because there are things happening with him that may change our direction with this community center. I will let the developer speak to that when he is ready.

*Mr. Koncar* stated: The other thing I was going to suggest is I go back and talk to them to see if we can do a little better on the price, if you decide to go forward with it.

*Supv Berube* stated: This is a rapidly changing place and there might be things that will wet our appetite coming up.

## **iv. Meeting Action Items Follow-up**

*Supv Farnsworth* asked: Did you cover all the follow-ups?

*Mr. Koncar* responded: I think so.

*Supv Kassel* asked: Do we need a resolution to remove money from the unassigned fund balance for the debt payment?

*Mr. Koncar* responded: You approved us borrowing from the General Fund previously in the meeting.

## **EIGHTH ORDER OF BUSINESS**

## **Topical Subject Discussion**

### **A. Policy re: Harvesting of Alligators in District Ponds**

*Supv Berube* stated: Harmony is a targeted harvest area with Florida Fish and Wildlife; meaning that when they get a call about an alligator they give a guy a permit or tag and send them out with the permission of a landowner. What has happened is the trapper shows up at the Welcome Center and asks if they can get the alligator and they are given permission to do so. This time there was nobody at the Welcome Center so they found out the HOA Management company and went there, told the lady this is what we do all the time, and she said go ahead. This does not sit well with residents who live along the pond and there was a big hullabaloo on a Saturday, three or four weeks ago. The residents lit up Facebook, found Supervisor Kassel, she showed up, the trapper wanted to take the alligator, but about 50 people said you are not going to take the alligator. Supervisor Kassel in conversation with the trapper found the authorization was given by the HOA to get the alligator which is a problem because they do not own the ponds. Supervisor Kassel called me, I called SNAP [State Nuisance Alligator Program] and she said our trapper is there with people surrounding him, I said yes and she said let me get in contact with my supervisor. Supervisor calls me, I tell her what is going on with the wrong authorization and she said you are the guy on both sides of this. I have a guy there and you are in charge with the CDD. I want you to give me permission on the CDD's behalf to harvest the alligator. I told her it was a Board decision. The permit was pulled and the alligator is still in the pond, but that is not the subject of this discussion. The subject is what we do in the future when a trapper shows up. I can see most people do not want the alligators to go.

*Supv Kassel* stated: Unless they are really a nuisance gator, in which case they should.

*Supv Farnsworth* stated: Somebody needs to be able to make an intelligent decision.

*Supv Berube* stated: That is where we are going. Now you have the problem of is it a friendly gator or a nuisance gator and who is going to make the decision. If there is a nuisance gator call and everybody says that is a good gator and somebody says no you cannot take and it turns out it really is a bad gator and grabs a dog or a kid, now you have a problem. Sensing the liability aspect of this I contacted Counsel and asked him to look into it. What do we do?

*Mr. Qualls* responded: My understanding of SNAP is if somebody reports a nuisance, FWC will come out and the trapper will make a determination whether the gator is a nuisance.

*Supv Kassel* stated: No, at least not that is not what the trapper told me. He told me that SNAP is called and they then have to call a responsible party for the locale. In the past they have gone to the Welcome Center and Amber who worked for the developer would give them authorization, but there is no longer Welcome Center staff so instead somehow they got in contact with Association Solutions who gave them authorization. It is not SNAP who gives authorization or the trapper, but somebody they call who is authorized. The trapper suggested we change it and I suggested it be Mr. van der Snel that they contact. I propose our definition of a nuisance gator is one that is following or approaching people or pets or coming into backyards or showing aggressive behavior toward people and pets.

*Supv Farnsworth* stated: Even with the definition somebody has to make the decision.

*Supv Berube* stated: You have to be careful because there is State law regarding this and is why I asked Counsel to tell us what we need to do as the landowner managing the public ponds which once you hit the water is under State jurisdiction.

*Mr. Qualls* stated: A layperson cannot trap an alligator. It has to be done by someone authorized by FWC.

*Supv Farnsworth* asked: Who authorizes the trapper?

*Ms. Suit* responded: You would set up a code with them for your District. There is a point person who is given the code for when Fish and Wildlife says there is a nuisance alligator, but the issue is how you determine it is a nuisance because they will not do that. They can only call a trapper out if you give them the code for your District.

*Supv Walls* stated: I feel for the wildlife, but none of on the Board are wildlife experts, we are not alligator experts, if somebody calls in a nuisance gator and the trapper comes out to trap it, I do not think any of us should be putting the liability on the CDD if we say no you cannot trap the gator and then the gator hurts somebody. I do not think any of us should be making that call. We give them access and they make the call as to whether it is a nuisance and time to pull the gator out.

*Supv Kassel* stated: They do not make the call.

*Supv Farnsworth* stated: The problem is, as Supervisor Kassel has pointed out, they do not make the call.

*Supv Walls* stated: They are asking us for permission to enter the property. We are not telling them whether the gator is a nuisance or not; somebody has already called it in and said it is.

*Supv Kassel* stated: No, somebody has called in a potential nuisance gator. Anybody can call into SNAP about a nuisance gator, but then SNAP has to call whoever is responsible at the property to get authorization for the take.

*Supv Walls* stated: To enter the property, we are not making the call as to whether the gator is a nuisance or not and we should not be.

*Supv Farnsworth* asked: Who does?

*Supv Berube* responded: The trapper.

*Supv Kassel* stated: The trapper says he does not make that decision.

*Supv Walls* stated: I am not going to take the liability. I am not going to tell them no; because if that gator eats somebody, that is on us; and I am not taking that responsibility.

*Supv Berube* stated: The other problem is you can look at five gators all similar in size, they do not have a name tag on and you can have a case of confusion both ways. We have to get back to the liability aspect.

*Mr. Qualls* stated: Supervisor Walls is exactly right. The legal analysis comes down to negligence and foreseeability. Was this something that was foreseeable by the District? Supervisor Walls is right; if somebody reports a gator as a nuisance which in our research means an unprovoked threat to people or pets. If somebody is messing with the gator and it responds to that, it may not be a nuisance, but there is liability. I do not think it was too long ago there was Disney with the young boy and in 2009 our research indicates there was a landmark settlement. A man on a golf course reaches down to get his ball and a gator rips off his arm, he sues and it was a major settlement. There is definitely liability on the part of the District if somebody reports a nuisance and the District were to say no that is not a nuisance and the gator were to later harm somebody.

*Supv Farnsworth* asked: Is that the reason there is such a kneejerk reaction if anybody gets the least fear and report one it is automatic? Is the wild fear of some liability the reason?

*Supv Bokunic* responded: We had an alligator in the last couple of months eat a dog.

*Mr. Qualls* stated: That is a nuisance gator based on our research; a danger to people or pets.

*Supv Berube* stated: To move it forward trying to be nice to the gators is probably going to create a problem. We have been dealing with alligators in Florida for 100 years. The way it stands now is FWC will not take a yes to come here from the HROA. They want it from the CDD and specifically that is with me right now. I do not want the responsibility of saying aye and nay to take it. There seems to be established State law that if FWC wants access to the property it is expected that the landowner will grant the access to the property, not to authorize the kill.

*Supv Farnsworth* stated: I think it is going to be interpreted the same way.

*Supv Kassel* stated: They do not make a decision; if they are called they come and take.

*Supv Berube* stated: If we said to FWC you cannot enter onto CDD property for any reason; we would be running counter to State law.

*Mr. Qualls* stated: I do not know about, that but you would be opening yourself up to huge liability.

*Supv Kassel* asked: Who said we would even want to do that? Why would we not give them permission to enter the property to remove a gator that is a nuisance?

*Supv Berube* responded: The problem is, I am not going to be the guy to say “*that is a good gator*” and “*that is a bad gator*”. I do not think you want to be; do you want to be that person?

*Supv Farnsworth* responded: Just looking at any alligator, how does anyone make that decision? If you personally have not seen the alligator do anything, or be totally placid, who makes the decision and how do you do it?

*Supv Kassel* responded: If you have a report of someone saying this alligator was following my kids as they walked around the pond.

*Mr. Qualls* stated: That is how it starts – somebody calls FWC to say there is a nuisance gator, FWC then says we have to get permission before we go on the property to trap.

*Supv Farnsworth* asked: Are some of the reports even that informative? I get the impression some reports are, “*I am scared of this gator; come & get him*” rather than saying it did something bad.

*Supv Walls* stated: I have lived in Florida my whole life, but you have people who are new to Florida who think it is a monster. The way to stop that is education, but from our standpoint I do not think we should be differentiating between the person who thinks it is a monster and the person seeing a real threat. As I said, it is a big point of liability that I do not want to take on.

*Mr. Qualls* asked: What about inviting somebody from FWC to talk about this?

*Supv Kassel* responded: We have and we can do it again. We have had *GatorLand* and someone from another gator organization here over time. That is not going to stop the problem of someone seeing a gator on a pond edge and calling FWC. Do we give them authorization to take it or not?

*Supv Berube* responded: I think we have to follow State law or policy, whatever it is.

*Supv Kassel* stated: State law does not say you have to give FWC permission or a trapper permission to “take” if anybody calls, does it?

*Mr. Qualls* responded: I believe what FWC is concerned about is, they do not want to trap a gator without landowner permission.

*Supv Walls* stated: We are public property; especially the lands around the ponds. That is where you have to have the highest duty; when you have public coming in and somebody says there is an issue; and whether it is or not, we have to let these people take care of it.

*Supv Kassel* stated: I do not think we need to make a decision at this point.

*Supv Berube* stated: Yes, we do.

*Supv Kassel* stated: I do not think we need to make a decision.

*Supv Berube* stated: Yes, we do because FWC is going to call me next time there is a call.

*Supv Farnsworth* stated: It is not a matter of letting them or not letting them come on the property; you automatically let them come on. The question is the person who made the original complaint – somebody who is going to make the decision of whether the gator gets killed or not needs to talk to whoever made the complaint and understand why they are scared of the gator. Is it just a general fear, or did the gator do something?

*Supv Berube* responded: It is not going to happen. They do the interview on the telephone to find out what is going on; and based on the interview, it is aye or nay.

*An unidentified speaker* stated: We have heard having information about trappers being able to make the determination of an actual nuisance gator as the experts versus they have been called they are going to do that. Is there a chance, in this circumstance, that they got approval from the HROA management company was taken as “*we are the property owner and we think this is a nuisance gator, please get it*”.

*Supv Farnsworth* responded: At the time, it was taken that way; and we are trying to correct it.

*The unidentified speaker* asked: Is there a different path to move it? Can we defer to an expert opinion, short of saying, “*we the property owners ‘think’ this report, that came in from who knows where, is an actual nuisance gator*”?

*Supv Kassel* responded: We are not even saying that. I agree with you that if we could have someone who is more of an expert on this give us a determination of whether this is a nuisance gator or not.

*The unidentified speaker* stated: We need a standing policy that does not have layers of bureaucracy and liability.

*Supv Berube* stated: It is already established by the State. This is a statewide policy of how they do this.

*The unidentified speaker* stated: The property owner is the ultimate determination.

*Supv Berube* stated: They do not have to ask; it is a courtesy. They can come on because it is a targeted harvest area, because it is residential and there are property managers, and Boards like this, it is a courtesy. When they get the call they can walk on and do it if they want to. At this point we have stopped it from being that free, but at some point there is going to be a call about a gator.

*Supv Farnsworth* stated: We are in a situation where we have to abdicate.

*Supv Berube* stated: This happens about every two to three years. It is not as if someone is calling every week.

*Supv Bokunic* asked: Is there someone who can relocate it?

*Supv Farnsworth* responded: That just does not happen.

*Supv Kassel* stated: If it is over four feet long, they will kill it. If it is under four feet, they can bring it to a ranch.

*Supv Berube* stated: I do not want to kill gators needlessly either, but it happens every day.

*Supv Farnsworth* stated: In some ways what we are trying to say is, it just seems cruel and there ought to be a better way, but apparently maybe there is not.

*Supv Kassel* stated: When you say it is the State law, maybe it is State law that you cannot disallow them to come on your property, but do we give them authorization to take the gator?

*Supv Berube* asked: How do you not? There is a lot of water, a lot of people and a lot of gators, and that is what FWC's concern is. We have lost five gators in the time that Harmony has been here.

*Supv Kassel* stated: That is not true; I think a lot more have been taken than that.

*Supv Berube* asked: Do we give them permission? From a liability aspect, which is my concern, I am more worried about the people than the gators.

*Mr. Qualls* responded: From a liability standpoint, if somebody reports a nuisance gator and FWC comes out and asks the CDD whether the FWC has permission to come and take a nuisance gator, I think the answer from strictly a liability standpoint would be that the greater danger is to turn FWC away at that point.

*Supv Kassel* stated: You are saying, if somebody reports a nuisance gator, regardless of whether it is a nuisance gator or not.

*Mr. Qualls* stated: No, I am saying if somebody reports a nuisance.

*Supv Kassel* stated: That is not the way it works.

*Mr. Qualls* stated: Somebody has to call and report the gator as a nuisance.

*Supv Kassel* stated: That is what I am saying. In this case the person called the gator as a nuisance gator because it was on the bank and larger than four feet, but that is not necessarily a nuisance gator. However, it was reported as a nuisance gator by a resident who has probably never seen a gator before and was frightened.

*Mr. Qualls* stated: I do not know all the facts.

*Supv Kassel* stated: The point is you are saying somebody calls in a nuisance gator, but it is not a verified nuisance gator, I think; if somebody calls in and says a gator is a nuisance, whether or not it is, we really do not have a choice, liability-wise.

*Mr. Qualls* stated: Not exactly. What I am saying is the danger from a legal standpoint is when somebody reports a nuisance gator.

*Supv Kassel* stated: Stop right there. When somebody reports a nuisance gator, it does not mean it is a nuisance or is not a nuisance, it is just somebody reporting a gator as a nuisance.

*Mr. Qualls* stated: Yes, ma'am. The point I am trying to make is, once somebody calls and says we have a nuisance gator, I am not saying that is so, but you have then been put on notice and it becomes foreseeable; and so, God forbid, if the District said "*No, do not come and take the gator*", and if that gator were to injure someone, that is where I see the District would have potential liability. At Disney, where the young boy was killed, they had no swimming signs; but they did not have signs that said "*do not play near here*", "*watch out for the gators*". That lawsuit is settled, but the attorney would argue "*all you had to do, Disney, was call and report a nuisance gator, but you did not do it*". I understand the concern and my recommendation is: I think there needs to be more clarity. I am not disagreeing with you, I just do not know; if someone just calls and says it is a nuisance. For instance, my law partner's son works at FWC. I had a very aggressive gator in

my pond that the neighbors fed, so it was completely desensitized to humans, so I called him. He said FWC will come out and make the determination as to whether it is a nuisance. I think we need to answer the question, with the question being, there is a large distinction between somebody with the District saying “*get it, it is a nuisance*” and the District saying “*you have permission, expert, to come on this property and determine that the gator is a nuisance to trap it*”.

*Supv Kassel* stated: The question is whether they are allowed to determine that or whether once SNAP has authorization from the property owner and a gator is reported as a nuisance that they can just come and take the gator. Based on what the trapper said, they do not make a determination. They just come and do “the take” if their supervisor has called them to say there is a report of a nuisance gator.

*Mr. Qualls* stated: The FWC’s position could be the same one you are wrestling with. If we did not take it and something happened, FWC is going to be liable. It is the world we live in.

*Supv Berube* stated: The problem is, once they are here, you cannot have a trial for the gator.

On MOTION by *Supv Walls*, seconded by *Supv Farnsworth*, with *Supv Walls*, *Supv Farnsworth*, *Supv Berube*, and *Supv Bokunic* voting AYE, and *Supv Kassel* voting NAY, authorizing a trapper on property to remove an alligator when there is a nuisance alligator call, was approved.

*Mr. van der Snel* asked: Can the District deny answering?

*Supv Farnsworth* responded: In essence that is what we are doing, because it is an automatic approval; so, you are staying out of it.

*Supv Berube* stated: It is a targeted harvest area.

**B. Consideration of Street Lights Buy-Down**

[*Tabled to next meeting.*]

**NINTH ORDER OF BUSINESS**

**Supervisors’ Requests**

[*Hearing none, the next item followed.*]

**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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Robert Koncar  
Secretary

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Steven Berube  
Chairman