

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 26, 2019, at 6:00 p.m. at the Creative Inspiration Journey School, 2030 Old Hickory Tree Road, St. Cloud, FL 34769.

Present and constituting a quorum were:

Steve Berube	Chairman
Bill Bokunic	Vice Chairman
Kerul Kassel	Assistant Secretary
David Farnsworth	Assistant Secretary (via phone)
Mike Scarborough	Assistant Secretary

Also present were:

Kristen Suit	District Manager: Inframark
Tim Qualls	District Counsel: Young Qualls, PA
Tristan LaNasa	Counsel Associate: Young Qualls, PA
Steve Boyd	District Engineer: Boyd Civil Eng
Gerhard van der Snel	Field Services Manager
Scott Feliciano	Servello & Sons
Jason Miguez	Servello & Sons
Residents and Members of the Public	

*The following is a summary of the discussions and actions taken at the September 26, 2019 Harmony CDD Board of Supervisors meeting.*

**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 quorum.

**SECOND ORDER OF BUSINESS**

**Developer's Report**

**A. Update on Billy's Trail**

*Supv* Kassel noted they need the survey before they can do anything and are waiting to hear from Mr. Boyd on the survey.

Mr. Boyd apologized noting he failed to follow-up and bring the proposal. He will follow-up with Kissimmee Valley Surveying and get it done by the end of next week.

Ms. Suit noted it will be placed on the October agenda.

Discussion followed on whether Mr. Brown has moved the fence.

**B. Discussion and Consideration of VC-1 Deed**

*Supv* Berube noted this item is in several pieces throughout the agenda. The first piece of land has been referred to as both "VC-1" and "VC-10"; for the record, it is "VC-1". The second piece is W4C. This land has been referred to improperly and properly; for the record, the correct designator for this land is "W4-2".

At the last meeting Counsel requested it be tabled due to the large Lygodium infestation and also wanted the District Engineer to approve the acceptance of VC-1 and W4-2 as being up to District standards.

Mr. Boyd noted for VC-1, there is nothing that would stand out as being an additional obligation, other than the normal mowing and maintenance. W4-2 does have wetland nuisance vegetation that needs to be maintained, but on a percentage basis, it is not more than would be expected.

Discussion followed on the SFWMD permit, which obligates the District to manage the land regardless of who owns it. Mr. Boyd noted, it is part of the conservation area, which has the District listed as having the responsibility for maintaining.

Discussion followed on the Lygodium / Old World Climbing Fern and the Austin Environmental proposal.

*Supv* Berube inquired if this covers Mr. Qualls concerns that the lands are up to District standards.

Mr. Qualls noted Mr. Boyd has had the opportunity to review VC-1 and W4-2.

Mr. Boyd noted he has.

Mr. Qualls inquired if in his opinion VC-1 meets or exceeds the District standards for maintenance.

Mr. Boyd responded yes.

Mr. Qualls inquired if W4-2 meets or exceeds the District standards for maintenance.

Mr. Boyd responded yes.

Mr. Qualls noted he has reviewed the deeds. He has not gone out to look at the legal descriptions, but will get with developer's counsel, Ms. Kristen Idle, to go through the documents. If the Board accepts them, they will make sure everything gets finalized and done the way it should be.

On MOTION by *Supv* Kassel seconded by *Supv* Scarborough, with all in favor, the VC-1 and W4-2 deeds were accepted.

*Supv* Kassel requested they explain where these areas are located.

*Supv* Berube outlined the locations:

VC-1 is the roughly 5¾ acres at the Buck Lake entrance. It compasses where the community school used to be going east to the area where they are cutting around the pond, it goes across the entrance way down to Buck Lake where the wooden posts are and includes the current parking area as you move west towards Lakeshore Park. It also encompasses the entire path down to Buck Lake.

W4-2 is roughly the southern shore of Buck Lake from the path following the curve of the lake, the conservation area, the grassy area along Long Pond, heading to the northwest to the southern shore of the lake.

*Supv* Kassel inquired about an area to the east which is part of the CDD boundary. [As pointed out on a map]

Mr. Boyd noted he thinks it is developer owned beyond the line of what they are acquiring.

*Supv* Bokunic inquired as to the revenue they will lose by taking the parcels.

*Supv* Berube noted on VC-1 it is from now until 2034 – the whole piece is about \$52,000 per year, but the debt portion of that is about \$25,000.

An unidentified speaker raised a question regarding the debt on VC-1 with it being noted the debt service on VC-1 of \$481,000.

Discussion continued on the loss of revenue if the parcel was owned by an outside source.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

Hearing none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes**

**A. August 29, 2019 – Regular Monthly Meeting Minutes**

On MOTION by <i>Supv</i> Bokunic seconded by <i>Supv</i> Kassel, with all in favor, the August 29, 2019 regular meeting minutes were approved as amended.
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**FIFTH ORDER OF BUSINESS**

**Subcontractors Reports**

**A. Servello**

**i. Grounds Maintenance Status (Work Chart)**

Mr. Migues inquired if there is anything they would like to discuss.

*Supv* Berube noted he is hearing from the Field Manager and saw emails about the flowers that were planted a week or two ago. They still look dry at the very least. There was some discussion about holding on planting until after the storm passed. The plants did not look good when they went in the ground and they have not recovered very well.

Mr. Migues noted when they planted them it was hot, and the soil was dry. They were put in later in the day, so he is not sure if they were able to be watered in the day they were planted. If they do not take, Servello will take care of it.

Mr. Feliciano noted he has told Mr. Migues he wants to be involved in the decision making with the flowers.

Mr. van der Snel noted he has a concern of the minor tree maintenance that is not happening. CDD Field Service's is pitching in to do it at the dog park and Estates entrance.

Discussion followed on lifting the trees.

Ms. Kassel noted, at the large dog park, in the area by the water station in the southeast corner, there is a shrub growing that needs to be cutback periodically.

Mr. van der Snel noted he spoke with Mr. Migues about the inside tree trimming project; they will need a proposal for Board approval.

Ms. Suit noted she wants to make sure they have a systematic form so parked cars are not an issue and they are going from area-to-area with a color-coded map they can place on the website.

*Supv* Berube noted they need to mark the trees that have been done. He inquired if they are tracking the concerns and fixes.

Mr. Migues noted they have been able to respond right away through texts.

Mr. van der Snel noted the punch list was not working so they are doing it through email.

An unidentified speaker inquired if they are still mowing the private property?

*Supv* Berube noted they are.

*Supv* Kassel noted they are discussing it today.

*Supv* Bokunic noted when they guys are out there working they are working hard, they are respectful, they stop for residents when they are mowing, and he appreciates that.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. District Engineer**

#### **i. Survey and Estimated Costs to Move Billy's Trail**

[ Topic Tabled Until Next Meeting ]

#### **ii. Wetland Maps/Boundaries**

Mr. Boyd noted he is going to ask the surveyor to give them a price to stake the eastern boundary because it could be a considerable amount of the maintenance is not the District's responsibility. If they are going to start he suggests they start in other areas and save this for last.

They need to prepare a response letter to SFWMD. He needs to hear what the Board's intentions are, so he can craft it into a response.

*Supv* Berube noted in the package is a very detailed presentation from the University of Florida Extension Service about how to treat Old World Climbing Fern. SFWMD chimes in on it to include test cases. He outlined the process for treating.

*Supv* Kassel inquired if the CDD Manager is going to write a letter regarding the proposed treatment plan or is it something Mr. Boyd will write.

Mr. Boyd noted it is probably something he will write, but he does not know if it needs to go into extensive detail of how they will proceed other than they are taking action and the follow-up reports will show progress.

Discussion continued with Mr. Boyd noting he will provide a response letter letting SFWMD remediation is underway. He thinks that is all that is needed at this point.

Ms. Suit noted she needs copies of the letters – both the non-compliance and responses.

Mr. Boyd noted he will have the contact information updated with SFWMD.

Discussion followed on monitoring and maintenance with Mr. Boyd noting he believes they are now on quarterly with program with Austin.

#### **iii. Wetland Proposal**

[ No Discussion At This Time ]

### **B. District Counsel**

*Supv* Berube addressed and outlined a letter from Mr. Fusilier being delivered by a process server.

Mr. Qualls noted he was unable to talk to everyone about the meeting yesterday but did his best. Would it be the pleasure of the Board for him to cover the other items on the agenda quickly and then move to this or jump into the meeting yesterday.

*Supv* Berube noted it is not on the agenda. Things should be agenzized, but things need to be discussed in a prompt manner.

*Supv* Scarborough noted he would like to discuss it here.

*Supv* Bokunic noted he is fine with it.

{ *Non-Agendized Discussion Topic* }

Mr. Qualls outlined yesterday's meeting noting Mr. Kobrin reached out and they had a pleasant discussion since the last meeting and requested to setup a meeting with the Chairman. They always advise and try to facilitate a meeting thinking it is wise to sit down and hear. That meeting did not come to fruition, but they offered, the District Manager and Mr. Qualls, with the understanding they have no decision-making ability, serving as liaisons to hear and report to the Board. The meeting took place yesterday at the Inframark office in Celebration and present at the meeting were Mr. Fusilier, Mr. Kobrin, Ms. Suit and Mr. Qualls. The meeting was at 10:00 a.m. and adjourned around noon. What was discussed and what Mr. Qualls wants to convey to the Board is the offer that was put on the table. The offer included four components, two of which he is lumping together. Nothing is in writing, so this is a rough outline – the offer included selling the following items to the District – 23 acres around Cat Lake, seven acres around the current location of the field office less the golf maintenance area, the bocce ball area plus some land around it, the shuffle board, and the 17,000 sq. ft. clubhouse and the parking area. The rough figure was \$4.5 million. The benefits set forth as what the District should factor into considering this - the first being the cost to replicate the facilities would be expensive. It was conveyed that the CDD would be getting the facilities are 15 to 20 cents on the dollar, if they were to go out and build everything themselves and the time. In addition, there are some revenue streams tied to having the clubhouse with the restaurant, the banquets and events, fitness, rental income from the pro shop which would be a 99-year lease at \$1,000 per month. The last benefit is the District would control and maintain the facilities. What was conveyed at the meeting is F.S. 190.011 does give the Board the ability to acquire real property. The real property does need to be utilized for their single purpose. There are certain aspects such as the restaurant and banquets, those could be leased out as they would advise not to get into the restaurant or banquets and events business. He confirmed at the beginning of the meeting that they wanted Mr. Qualls to convey these things but they wanted to reserve the right to come in and fill anything in that he may have missed. These are the things he said he would present. If there are any questions he would probably defer those since they have these gentlemen in their presences.

*Supv* Kassel inquired if Central Bark was included in those areas offered.

Mr. Qualls noted it was not.

*Supv* Berube noted on the property appraiser's website the building is appraised at \$1.8 million. He addressed the Town Square properties that transferred to Mr. Fusilier entities in late 2017 at \$1.950 million. It comes down to what is the building worth. If they CDD were to acquire it, they would have to hire a management company to manage all of it. There is plenty going on with other facilities.

Discussion continued on the other properties and the \$4.5 million purchase price.

*Supv* Kassel addressed it not including the dog park and areas around the ponds.

*Supv* Bokunic inquired if this is a starting place.

Mr. Fusilier noted it is.

*Supv* Bokunic inquired if there are other properties that could be included.

Mr. Fusilier noted he has a presentation he could give if they like.

*Supv* Berube noted he would prefer to put it on next month's agenda.

Mr. Fusilier noted it may not be on the table next month.

*Supv* Kassel noted she does not mind hearing a two- or three-minute presentation.

*Supv* Bokunic noted when he heard about this yesterday he got excited because he has some opportunity here; whether it might be a private deal with Mr. Fusilier or not, he has people looking for banquet facilities, but the problem is the \$4.5 million. He does not want to immediately say no.

Mr. Fusilier addressed Supervisor Berube's earlier comments. Returning to the subject at hand, Mr. Fusilier noted he has a group that is interested in all his lots, commercial and the clubhouse. They have made initial offers. He is in the process of looking at a total package sale for the lots, commercial, clubhouse, Cat Lake and everything. He noted the buyer of Central reached out to him regarding doing an association fee to utilize the fitness center, clubhouse and a golf package for 466 lots. The presentation continued outlining the clubhouse improvements, values of the property, Cat Lake, the seven acres, reduplication. He noted the olive branch is out there; it gives the community ownership, gives the community everything they are looking for recreational, parking, fitness, meeting places, everything other communities have that this one does not.

*Supv* Kassel inquired if Mr. Fusilier would be willing to provide a more formal/written offer showing the cost for the restaurant, the revenue streams and everything included with an outline of what the parcels are, so they have a better idea of what he is offering.

Mr. Fusilier noted it was a quick meeting and it was suggested by counsel to put it on the table to see about moving forward. He addressed his costs in the properties noting it is \$12 million.

Discussion followed on the presentation and choices before the District.

Discussion followed on possibly holding a special meeting to discuss. *Supv* Berube noted if Mr. Fusilier provides a package he can send it to the District Manager, and it can be circulated without comment. They can take a look at it quickly and place it on the agenda for the next meeting or hold a special meeting between.

Discussion continued on reviewing and considering Mr. Fusilier proposal and general discussion to be had.

Mr. Qualls noted it is basic that these things need to be put in writing. What they have heard is a preliminary offer, but it is not an offer until it is put in writing. They need to see it, analyze it, and how they go about doing that is to have a special meeting or cover it at the next meeting. Anything outside of that would be a meeting that was not in the Sunshine.

Discussion continued with it being noted to include on the next agenda.

Discussion ensued on debt service with it being noted there is none.

Discussion continued on the proposal and process.

Ms. Ash-Mower inquired if they decide to move forward if they would get a vote of the residents since their assessments will increase.

*Supv* Berube noted probably not.

Discussion continued with *Supv* Berube noting it is an elected Board that is elected to represent their interests and if they are interested they will come to the scheduled meetings.

Discussion returned to the properties being offered.

**i. ADA Memo Discussion**

**ii. Recording CDD Meetings Memo Update**

Mr. Qualls reported for items one and two they sent out one memo with an attachment; copies of which are attached hereto and made part of the record. The memo further analyzed the questions that were raised last month about recording and broadcasting meetings; and attached to that is a memo regarding the Americans with Disabilities Act and how it applies to the website.

*Supv* Kassel noted Mr. Leet said that a paid hosting service such Vimeo could be an answer to handle the storage and transcription [closed captioning] and a link could be provided on the website to those.

Mr. Qualls noted if they are going to sub-contract with a company that specializes in storage the component is at the end of the day the buck stops with the District. What they specifically analyzed was putting it on Facebook and does that meet the storage requirements and it would not because it is out of their control. He sees Vimeo as being different because they are contracting with a company that would specialize in the storage.

The requirements for video are to retain under Rule 1B-26.003 for a two-year period.

Discussion followed on whether this meets the requirement of the District Manager being the Custodian of Records.

Discussion continued on the storage of recordings with *Supv* Kassel suggesting they get more information on what Vimeo can offer and pricing.

Discussion followed on the website and ADA compliance.

*Supv* Berube suggested leaving it as a resident driven service.

*Supv* Kassel would like to gather more information and will do with Mr. Leet.

*Supv* Berube noted Supervisor Farnsworth did an extensive review of the documents on the website.

*Supv* Farnsworth noted he did a complete breakdown of all the records currently stored on the website. Of the 1,190 pdfs 497 are non-searchable, non-ADA compliant.

Discussion followed on pdf, html, and readability for compliance.

Mr. Qualls addressed ADA website compliance noting there are gray areas, but there is precedence that suggests if the website is readable with a screen reader it would meet the guidelines of ADA.

Discussion followed on those documents that are readable versus ADA compliant. Mr. Qualls noted if the pdfs are screen readable and if the language is added that says if you need more information we are going to help you, it is a great start.

*Supv* Berube inquired with what he has heard tonight regarding the content on the website and the disclaimer that can be added, is Mr. Qualls comfortable with them leaving the website as it is. In his opinion does it leave the website as meeting the requirements they need to meet for ADA compliance.

Mr. Qualls noted to answer the question would require him to know that the hypothetical percentage is true.

*Supv* Berube noted presuming the facts are correct regarding the searchability of the pdfs on the website, less 497 of them, and saying they are page reader compliant along with the disclaimer, is Mr. Qualls comfortable with them saying they have achieved website compliance in accordance with where they need to be as of today.

Mr. Qualls noted he cannot weigh-in on that assumption, but what he can say is they can get it checked out to try to prove that assumption and, in the meantime,, they are moving in the right direction.

*Supv* Berube noted they will discuss it further next meeting.

**iii. VC-1 Deed of Dedication**

**iv. W4-2 Deed of Dedication**

[ Addressed Previously ]

**v. Transition of CDD Field Staff Office Update**

Mr. Qualls noted they were not given any room to negotiate the Allied contract for the trailer. The Board directed the District Manager to get the contract done. He pointed out a few items that were not ideal, but workable.

A new trailer has been purchased from Allied and the contract presented by Allied was basically non-negotiable. They are okay with it but did highlight a few factors that would be part of the public record.

*Supv* Kassel inquired about the cost of purchase.

*Supv* Berube noted it was not a purchase, they ended up renting it.

Mr. van der Snel noted the setup cost and the first and last month's rent is \$6,818. The monthly rent is \$490.

*Supv* Kassel inquired as to when it would be delivered.

Mr. van der Snel noted Wednesday.

*Supv* Scarborough inquired if that was setup and everything.

Mr. van der Snel noted it is.

*Supv* Kassel inquired about electric and water.

*Supv* Berube noted it is in process. There will a POD delivered at the same time and the other two PODS will be moved at that time.

Mr. Qualls noted there is one more item, and he is confident it is something that could be worked out. They received a letter from Harmony Retail regarding a 15-day notice of termination of tenancy. It was sent on September 3 stating the current space had to be vacated by September 30th. A response was sent disagreeing with the analysis, but stating they are working as fast as they can. He asked yesterday if they would be willing to extend the deadline passed the 30th, they didn't say no, and his letter went out yesterday. Not to put anybody on the spot but he is hopeful cooler heads will prevail and everybody will get the time they needed to make the move.

Ms. Ash-Mower inquired when the well would be drilled.

Mr. van der Snel noted as of now there are no plans to drill a well.

Discussion followed on the plan to use the current well, the well being on Mr. Fusilier's property and Ms. Ash-Mower's comments and concerns.

Mr. Kobrin noted they cannot address the questions at this time.

Mr. Fusilier note they are not going to turn the water off and he would speak with her before doing so.

An unidentified speaker inquired if the meetings would go back to the community.

*Supv* Kassel noted not for the foreseeable future.

**vi. Letter Re: Stopping Maintenance Provision on Private Property**

Mr. Qualls noted, the last item is the letter sent to the owner of the golf course, that was along the lines of what was discussed the past several months, to advise them that maintenance has been taking place on the private property; and they look forward to finding a common-sense solution to make sure, if it were to continue, they could show a public benefit, or find another way to accomplish it.

*Supv* Berube addressed conversation between Mr. Qualls and the golf course earlier in the month noting it has ended.

Mr. Qualls noted he did not speak with the owner, but he had a conversation with Mr. John Harbison, General Manager. He noted if they would send the letter to him he would send it up the chain of command. The reason he called Mr. Harbison was to let him know they are trying to follow the law, but the Board wants to move forward in good faith and find a common-sense solution.

Mr. Fusilier requested that correspondence continue to be directed to him and Mr. Capriletti. He inquired if there is a desire by the Board collectively and/or a date to turn it off. They will need to know if they will need to start bush hogging the areas.

Discussion ensued on the maintenance of private property with Mr. Qualls noting you cannot spend public dollars on private property unless there is a public benefit.

Discussion followed on a maintenance easement versus an access agreement/easement with Mr. Kobrin noting there may be a public benefit that is separate and apart from giving everyone public access; it is something they can talk with Mr. Qualls about and try to find a proposal they would find acceptable.

*Supv* Bokunic noted there has to be something they can do to work it out.

Mr. Qualls noted he believes so as long as both parties can come together.

Mr. Fusilier noted the areas he lets the community use such as the dog park, bocce ball, and these are a benefit to the community. A public benefit to the community is aesthetically having a main entrance and front entrance.

*Supv* Berube noted Counsel has provided guidance to this point and it has been consistent until now when they are trying to back into it.

Discussion continued on the areas the CDD has used [maintenance facility, dog park, the well] with no active lease and no estoppel letter.

*Supv* Bokunic inquired if Mr. Qualls wanted to have some conversations to see if they can work out what would be amicable.

Mr. Qualls noted he would commit to talking to Mr. Kobrin, but the Board would have to make the final decision. If there could be an agreement right now to give additional time to make the move with the trailer, then all this becomes moot point. If they need to dicker about when the effective date is, our interpretation is you have additional time and their interpretation is you do not. He does not know what it would like for them to have to leave on the 30th if there was not a deal. If there is not an extension of time given, then they may want to plan for that contingency.

Mr. Kobrin noted they will push it to the next meeting and then see if they have made any progress.

Mr. Qualls noted this makes it easy.

Mr. Fusilier noted likewise they would like the opportunity for a 60-day notice if there are any grounds that have been maintained that they are going to eliminate the maintenance out of respect to them and the community, so they can find someone and make sure the grass does not grow and look atrocious.

Mr. Qualls noted his understand with talking to Servello is the maintenance has continued.

*Supv* Berube noted there have been no changes.

### **C. Field Manager**

- i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)**
- ii. Facility Use Records (Inclusive – Boats & Other)**
- iii. Resident Submittals (Facebook & Direct)**
- iv. Pond Maintenance (Chart & Map)**
- v. Update on the Move of Field Services**

Mr. van der Snel noted next week he is going to spend \$15,000 on the trailer move. The rental contract has been signed with Allied Trailers, electric is scheduled and at this point he would like Board direction on whether he should proceed.

*Supv* Kassel inquired what the \$15,000 includes.

Mr. van der Snel noted it is \$6,818 for the trailer, \$6,500 for the electric, \$1,500 for trenching.

*Supv* Kassel noted since they approved \$50,000, this is a good deal. She inquired as to who owns the existing trailer.

*Supv* Berube noted the CDD does.

*Supv* Kassel noted \$50,000 was approved, so he already has approval.

Mr. van der Snel noted it will be happening October 2<sup>nd</sup>.

The splash pad has 102 running programs and the computer failed on 51 of those programs. At this point it is running but needs to be fixed. There are four bubblers that do not work. He would like Board approval for \$4,500 to have it fixed when it stops running.

Discussion continued the splash pad and running it until it fails.

On MOTION by *Supv* Berube seconded by *Supv* Kassel, with all in favor, the splash pad proposal in the amount of \$4,531.12 and authorizing the Field Manager to execute the proposal when it fails was approved.

Mr. van der Snel inquired if the Board has any comments or questions about his report.

Mr. Fusilier inquired if Mr. van der Snel has pulled the permits for the trailer.

Mr. van der Snel noted it is a temporary permit.

Mr. Fusilier inquired as to the septic.

Mr. van der Snel noted it is attached to the trailer.

Mr. Fusilier inquired as to the water source.

Mr. van der Snel noted from the garden.

*Supv* Kassel noted until they can get proposals to drill a well.

Discussion followed on the white fence along 192 with it being noted the CDD owns it from Ashley Park to the end heading towards Harmony West. Harmony West put in a wooden fence painted black.

*Supv* Berube noted they can replace the miles of fence, they can try to clean it, or they can paint it black.

Discussion continued on the fence with *Supv* Scarborough noting the fence is degraded.

*Supv* Kassel suggested cleaning for now and looking into their options beyond that asking Mr. Boyd to provide them with some options.

*Supv* Scarborough noted cleaning the fence will blow pieces off.

Discussion continued on the fence with *Supv* Kassel suggesting they table discussion until they have it cleaned and receive some options.

Mr. Boyd inquired if the options can be placed on the November agenda to give him some time to work on it.

*Supv* Berube noted it can; the cleaning should last six months.

## **SEVENTH ORDER OF BUSINESS**

## **District Manager's Report**

### **A. Financial Statements for August 31, 2019**

*Supv* Berube noted they have received 102% of anticipated revenue and through last month they have spent about 93% of the anticipated expenditures which is not bad considering the large expenditures this fiscal year. Spending will go over a little, but is going to be close considering everything they did this year.

### **B. Approval of: #233 Invoices, Check Register and Debit Purchases**

On MOTION by *Supv* Berube seconded by *Supv* Kassel, with all in favor, the August 2019 financials, Invoice Approval #233, Check Register and Debit Purchases, was approved.

### **C. Consideration of Field Staff Increases**

Ms. Suit noted this is for Mr. van der Snel and Mr. Shawn Wooldridge. She provided a chart within the agenda and Mr. Farnsworth has provided a chart, but the amounts are not accurate to the current pay.

*Supv* Berube noted Supervisor Farnsworth did an excellent job but the problem is the pay scale in the employee manual has been deviated from already. There has been one raise cycle and the chart were not updated.

*Supv* Kassel noted she had limited time to review it as it came in late. She would like to understand what the numbers are that Supervisor Farnsworth provided with the different percentages.

Discussion followed on the percentages of the "Built-in MINIMUM Increase" with *Supv* Farnsworth noting it compares the maximum of the previous chart to the minimum of the second chart.

Ms. Suit noted her chart is the current pay rates.

*Supv* Farnsworth inquired as to when the change in the pay scale was done; he would like to go back and refer to it.

*Supv* Berube noted they normally use October 1st with the budget change, but some change with employee anniversary dates. In this case the two anniversary dates coincide with October 1st; other staffers have different hire dates and their increases take place somewhere throughout the budget year.

Discussion continued on when the new pay scale was implemented with it being noted there have been increases implemented for certifications, health care. *Supv* Berube noted this is the five-year anniversary for Mr. van der Snel and Mr. Wooldridge.

They are suggesting 5% for Mr. Wooldridge and 8% for Mr. van der Snel which would put both at the mid-point on the chart. Discussion continued on the proposed raises.

*Supv* Scarborough noted there does not appear to be a ceiling and discussion followed on the ranges.

*Supv* Kassel noted they have given them the potential for a raise, but it does not mean each employee merits the raise.

*Supv* Berube noted the current situation is the Field Manager and the Aquatics Manager started with Field Services five years ago on October 1st.

Discussion continued on the pay ranges and increases.

On MOTION by *Supv* Berube seconded by *Supv* Bokunic, with all in favor, Field Staff wage increases as – Gerhard van der Snel 8% and Shawn Wooldridge 5% effective October 1, 2019 and implement the pay chart with a maximum of 5% increase on anniversary date was approved.

*Supv* Farnsworth requested the manual be modified to include the rates.

*Supv* Scarborough noted they will have a hard time hiring someone at \$12.00 per hour.

**D. Discussion and Consideration of ADA Website Compliance Proposals**

[ Addressed Previously ]

**E. Facilities Usage Applications**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Old Business**

**A. Buck Lake – Closing Statement and Deed**

[ Addressed Previously ]

**B. Discussion of Mosquito Magnets**

*Supv* Kassel noted it was included in the agenda package and her recommendation is if they go with some type of mosquito repelling apparatus at the dog park, they will have to provide it at the basketball courts and the playgrounds, so they should just bring their own spray.

A resident noted they want something there to repel the mosquitoes.

Discussion continued on repelling mosquitos with Ms. Kassel noting the dog parks are not supposed to be used before sunrise and after sunset.

**C. Pressure Washing of Owned Sidewalks**

[ No Discussion ]

**D. Discussion of Boardwalk & Docks**

*Supv* Kassel noted they were waiting to submit the proposal until the transfer of property.

## **NINTH ORDER OF BUSINESS**

**New Business**

### **A. Information Regarding W4-2 Land Donation**

[ Addressed Previously ]

### **B. Preliminary Discussion of Field Services Permanent Building**

[ Addressed Previously ]

*Supv* Berube noted he looked into the possibility of using VC-1 for a community center and it is zoned commercial which includes community center usages. The County, should they want to move forward with putting something there, have a complete planning staff that will meet with the District and their experts at no charge to make sure it meets Osceola County standards and can go through permitting without too many problems.

### **C. Discussion of Old-World Climbing Fern**

[ Addressed Previously ]

## **TENTH ORDER OF BUSINESS**

**Topical Subject Discussions**

An unidentified speaker addressed the dog park and there being no specific rule regarding size. She noted there are two wolf dogs and they attacked her tiny dog. It has been suggested before that one park be the small dog park and the other be the large dog park, but there was an issue. She would like to know what can be done so her dog can go to the park whenever she feels like it.

*Supv* Berube noted there is a book of rules, regulations and everything; every time they make a rule which seems well founded. They can make rules and post signs, they do not have a police force.

The unidentified speaker noted she will have to start calling animal control when she goes there, and they become aggressive.

*Supv* Kassel noted she can also ask the other to please leave. Generally, speaking the person who gets to the park first has access to the dog park. They cannot regulate how long people stay in the dog park.

*Supv* Berube noted the dog parks are public as are all CDD facilities which means there can be non-residents in the parks.

The unidentified speaker requested they make a rule about aggressive dogs going to the other park if they are not going to make a small dog park.

*Supv* Berube noted they cannot legislate being a good neighbor and they do not have a police force and someday they may be big enough for that, but for now they have what they have. They rely on the County for county level services and animal control is one of those.

*Supv* Scarborough suggested posting the County animal control number on the signs in case of safety concerns or aggressive dogs or other animals contact animal control.

*Supv* Berube noted he wishes they had a better answer, but they have been done this road and ever so often somebody has a similar issue and it sounds like they are cutting her off, but they have done this and there is never a good answer.

**ELEVENTH ORDER OF BUSINESS**

**Supervisors' Requests**

There being none,

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

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

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Kristen Suit  
Secretary

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Steven Berube  
Chairman