

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the April 23, 2020 Emergency meeting minutes were approved as amended.

B. April 30, 2020 - Regular Monthly Meeting Minutes

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the April 30, 2020 regular meeting minutes were approved as amended.

FIFTH ORDER OF BUSINESS

Subcontractors' Reports

A. Servello

i. Grounds Maintenance Status (*Work Chart*)

ii. Consideration of Hurricane Authorization Form 2020

Supv Farnsworth inquired what the authorization gains the District if they did sign.

Mr. Feliciano noted it puts the District on a first come first served basis, based on when the authorization was signed. It allows them to go out to the property to clear any roadways of tree debris and push it to the side. The charge the District for any equipment that is used and labor hours.

Supv Bokunic inquired why they would not want to do this.

Supv Berube noted they have their own field services crew and in the past, they have discussed that they have the crew, trucks and equipment. They also have an onsite crew from Servello already.

Mr. Feliciano noted in the past Harmony's field services have cleared the roadways and Servello came in afterwards. Harmony does have a Servello crew onsite.

Supv Berube inquired if the pine needles have been put down and if the mulching is complete.

Mr. van der Snel noted it was supposed to be done today, but the weather may not have permitted it.

Mr. Betancourt noted they were not onsite today.

Mr. Feliciano noted that with COVID-19 and them not allowing any employee to work that is sick and the weather, they have pushed it out to next week.

Mr. van der Snel noted Servello is doing very good. For follow-up and communication, he and Mr. Betancourt have touched base on it. He has provided a list they are working on now. They did not mow this week because of the weather so the

grass will be a little longer. They are mowing around the ponds this week and doing some detailing. All in all, everything looks very good.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

i. Updated Reserve Allocation Worksheet

Mr. Boyd outlined the updated reserve allocation worksheet noting he updated all of the costs.

Supv Kassel noted in the fall she thinks they should take a look at a number of these items that are highlighted to see what the current condition is and what they may need to do. They have been putting out fires more than proactive.

ii. Report on Condition of Alleyway

Mr. Boyd reviewed the alleyway condition report noting his conclusion is that Neighborhood C-1 is at the top of list as needing to be done with two most severe areas needing work. There is a pothole at a stop sign as you approach the Square and in the northeast portion of the neighborhood where the alley takes a 90 degree turn there is some severe alligator cracking at the corner. Alligator cracking and potholes is evidence that the base has problems and is failing. In those cases, you cannot just resurface you have to do a full depth repair to repair the base when putting down the new asphalt. The reflective cracking is typical of the type of pavement installed. They are not a structural problem to the asphalt.

Following Neighborhood C-1 would be Neighborhood C-2 or Neighborhood G.

Supv Kassel inquired if there is a cost benefit to doing more than one neighborhood at a time.

Mr. Boyd noted the larger the scope of work and the more work they do, they do get some savings because the contractor is mobilizing one time. They are also paying for the expense of going through the bid process and the possibility that prices go up.

Supv Berube noted he agrees with Mr. Boyd's assessment with the exception of the radius in Neighborhood G at Butterfly. They have extended the radius and added a couple of feet of asphalt and trucks are now going off the extended area and into the dirt area. There is another at Buttonbush and a third area with a radius problem. He suggested field services go in to clean up the mess and put bollards in; they have the supplies and equipment to do so. The immediate for the potholes needing repair down to

the base again they have the cutting saw and field services can cut out the damaged area, replace the base, compact it and put an asphalt patch on top of it.

Mr. van der Snel noted he agrees on the bollards noting they did an area behind Blazing Star at the triangle park. They have done the asphalt repairs before, but they need a good brand of cold patch to apply to it. Field services can do those projects.

Supv Kassel inquired how the pavement with the reflective cracking will wear over the next few years if they do not mill and resurface.

Mr. Boyd noted he is not as concerned about the areas with the reflective cracking as he is with the areas that have severe degradation. If there are no other problems going on, the reflective cracking should not get any worse.

Discussion continued on C-1 and the problem areas.

Discussion ensued on milling and repaving. Supv Berube suggested they have field services patch the areas discussed in the methods discussed which includes putting bollards in, chunks of granite where they cannot put a bollard in and patch the pothole area and bring this discussion back next month to make a decision on the larger picture of repaving some alleys and which ones.

Discussion ensued on the area of Neighborhood C-1 needing repair and eliminating the ponding.

Mr. Boyd requested if they are going to table until next month and do the spot repairs that anything that requires more than an asphalt patch that he provide the specifications for what needs to be done. If there is a chance they will be doing resurfacing he would suggest waiting and having the contractor do everything.

<p>On MOTION by Supv Kassel seconded by Supv Farnsworth, with Supv Bokunic, Supv Farnsworth, Supv Kassel, and Supv Scarborough voting aye and Supv Berube voting nay, for Field Services Manager to obtain proposals to repave Neighborhoods C-1 and C-2.</p>

Supv Berube inquired if this means the Board does not want any of the repairs done or just no repairs in Neighborhoods C-1 and C-2.

Supv Kassel noted the latter. They are not looking at getting bids on the other areas that need attention, but it does not make sense to do repairs in Neighborhood C-1 if they are going to have work done.

Supv Farnsworth noted they can still do the repairs in Neighborhoods A-1 and G.

Mr. Boyd inquired if at an anticipated value of \$100,000 to \$130,000 does it require public bidding.

Supv Berube noted it does not.

Supv Kassel noted there is one other issue she discussed with Mr. Boyd with that being the history of Central Bark.

Mr. Boyd outlined the history noting it was set aside when the developer was looking at Harmony M. It always remained under the developer's ownership. The Harmony M project was shelved and never taken through the approval process. During construction the developer records the plat which establishes all the lots and open space tracts and is the time that the open space tracts are conveyed to the CDD. He believes it was the intention that the open space tracts that were going to surround Neighborhood M, which included the dog park, were going to be conveyed to the CDD as all open space tracts have been historically. In the present situation the land is still owned by the current owner including the dog park.

Supv Kassel inquired if whoever owns it is required to keep it as open space or is there some way, they can get around that.

Mr. Boyd responded the current preliminary subdivision plan shows it as open space so if the development plan were to proceed based on that preliminary subdivision plan approval it would remain open space. It is the developer's right to apply for a modification of the PSP which could change the tract.

Supv Kassel noted the current developer could file a new plan which removes that area as open space.

Mr. Boyd noted that is correct.

Supv Kassel addressed receiving a benefit from the use and a quid pro quo at the dog park to resume irrigation and mowing because residents get a benefit by using it. She would like to see it restored and they can discuss it now or under Supervisor comments.

Supv Farnsworth inquired if it would be a trade off for the new dog park someone has cited on the agenda.

Supv Berube noted he thinks it is all a related discussion.

B. District Attorney

Supv Berube addressed being served a lawsuit by Mr. Fusilier through Harmony Retail, LLC. He noted he will not get into the specifics of the lawsuit.

Mr. Qualls suggested they move through his other items and then address this matter.

i. Consideration of Interlocal Agreement – Buck Lake / Harmony West

Mr. Qualls noted there is no update, but their understanding is Harmony West does agree to the maintenance plan so execution would just be a formality. They want to make sure Harmony West is paying the agreed upon costs. Interlocal agreements do not have to be reduced to writing, they can be oral.

ii. Update on PoolWorks Matter

Mr. Qualls noted there is nothing to report in so far that PoolWorks has not agreed to address the issue with the pool, but they are documenting the deficiencies in case it should be relevant at a later date and making sure PoolWorks is on notice.

Mr. Qualls reported on May 1st a letter was sent from an attorney representing a woman who allegedly tripped and was injured on a sidewalk somewhere near Schoolhouse. This information has been passed along to the insurance company.

Mr. Qualls reported the contract for maintenance services for the District facilities – the competitive bid is Category 4 which is \$195,000.

Mr. Qualls addressed the lawsuit filed on May 14th against Supervisor Berube.

The allegations are that Mr. Berube trespassed onto Mr. Fusilier's property having to do with the cessation of sprinkling activities. Trespass is committed when a person willfully enters or remains on property without authorization, license, or invitation. The second allegation is one of conversion, also having to do with the sprinkler system. The allegation, taken straight from the complaint, conversion is the deprivation of another's right to use or possess their personal property and that has to do with the allegation that Mr. Berube sent an agent onto the private property to make it so that the sprinklers would not sprinkle. The important thing he wants to remind everybody, and he knows that it has been widely discussed, but on July 2019 a motion was made that the irrigation on private

property would stop. A letter was sent on November 1st regarding this and he thinks they gave plenty of time before that happened.

At the end of the day what the courts have said is courts have long recognized that public officials are entitled to legal representation at public expense to defend themselves against litigation arising from the performance of their duties while serving a public purpose. Some interesting analysis of this from another court is that the courts have established that government can provide counsel to its employees even where they allegedly acted with bad faith or malice as long as the government determines that the provision of representation is warranted based on its own review. What he is asking is the Board consider whether Mr. Berube would have been served with this lawsuit having to do with stopping the sprinkler system from sprinkling private property if he was not acting in his capacity as the Chairman based on direction from the Board.

Discussion ensued on the lawsuit and whether the provision of representation is warranted based on the Board's review of the matter.

Supv Farnsworth MOVED that the District provide representation to Supervisor Berube in the lawsuit and Supv Scarborough seconded the motion.

Discussion followed on referring the lawsuit to the insurer for the Directors and Officers insurance.

Mr. Qualls noted the motion is that representation is warranted. That the Harmony CDD believes that representation is warranted here. The strategy of the best way to get that done and how it gets done is going to have to be determined and does not know that it makes to determine it right now. There has to be a lot of analysis and a lot of thought.

Ms. Suit noted she has not provided it to the insurance company.

Supv Berube noted they are getting too far off the motion.

On VOICE vote with Supv Bokunic, Supv Farnsworth, Supv Scarborough and Supv Berube voting aye and Supv Kassel voting nay, the motion was approved.

Supv Berube, Mr. Qualls and Ms. Suit will have contact regarding this matter.

Mr. Qualls reported the contract for the sidewalk maintenance was completed. He requested they stay in contact with the contractor, so everyone is on the same page.

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. Wetlands Report (Chart & Map)**

Mr. van der Snel noted his reports were in the package and inquired if there were any questions or concerns.

Supv Berube requested Mr. van der Snel discuss the ongoing mitigation situation.

Mr. van der Snel noted it is larger than they all expected especially behind the golf cart barn. It was underestimated and will be a continuing process. It is doable but will take longer than expected.

Supv Berube requested he touch on the manpower issue.

Mr. van der Snel noted they had a situation with a no call no show for three consecutive days. After written warnings he was terminated. Tomorrow he will put in an ad for a new person.

Supv Berube noted this will slow down the weed mitigation and sidewalk cleaning.

Mr. van der Snel noted that is correct.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for April 30, 2020

Supv Berube noted in the prior meeting Supervisor Bokunic asked about collections and he thinks it is safe to say they have collected all but about \$170,000 due.

Ms. Suit noted in mid-May there was an update from the Tax Collector, but they have not yet received those funds.

B. Approval of: #241 Invoices, Check Register and Debit Purchases

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the April 30, 2020 financials, Invoice Approval #241, Check Register and Debit Purchases was approved.
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C. Consideration of IMS Management Fee Increase

Ms. Suit addressed the request for a 3% increase from \$64,985 to \$67,200 for fiscal year 2021.

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the Inframark Management Fee as present in FY 2021 proposed budget in the amount of \$67,200 was approved.

D. Tentative FY 2021 Budget

i. Consideration of Resolution 2020-03 – Approving the Budget and Setting the Public Hearing

On MOTION by Supv Kassel seconded by Supv Farnsworth, with all in favor, Resolution 2020-03 a resolution of the Board of Supervisors of the Harmony Community Development District approving the budget for Fiscal Year 2021, as amended, and setting a public hearing thereon pursuant to Florida Law, was adopted.

E. Facilities Usage Applications

i. Soccer Shots – Soccer Instruction for Ages 2 to 8 – Second Semester

Supv Berube noted Soccer Shots was shutdown with COVID-19 and are in the middle of their season. The CDD has not opened up events to the general public, however the Governor has opened the State to events such as soccer, baseball, football – all the youth activities. He thinks they will be okay to allow Soccer Shots to resume at this schedule. He inquired if Mr. Qualls agrees that the Governor has opened the State to youth events outside.

Mr. Qualls noted he agrees. He thinks they should add some language to the waiver they sign that it is up to them to enforce social distancing and all the other requirements of law and that the players will hold all harmless.

Supv Berube noted Ms. Suit will need to ask them to acknowledge all of the appropriate state guidelines for use of the CDD facility.

On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, the Soccer Shots facilities usage

application was approved subject to local authorities' authorizations (resuming activities with 50 people or less) and District Counsel drafting a waiver to be executed by Mr. Rampazzo before activities resume.

Supv Berube addressed all events at pools and other facilities still being on hold. He requested Mr. Qualls while researching for use by Soccer Shots also opine on the usage of facilities by small groups for the pools, picnic areas and things like that.

Mr. Qualls noted he will.

EIGHTH ORDER OF BUSINESS

Old Business

A. Discussion of Survey Monkey Questionnaire

Supv Berube noted he thinks this has gotten significantly far away from the four questions that Supervisor Bokunic wrote. He further addressed the questionnaire noting he would like to get back to the original four questions Supervisor Bokunic was tasked with providing.

Supv Scarborough noted he agrees. The original intent was to gauge the community's level of desire to want one or not want one. It was clear that we did not want to raise fees, they just wanted to know if doable would the community want one or not.

Supv Bokunic noted with all the negative Facebook comments numerous residents have reached out to him individually wanting a community center but are afraid to say anything on Facebook. Who posted it, how did this get put out.

Supv Berube noted the agenda gets published and then spread around with people lifting items from the agenda and putting it on Facebook.

Supv Berube noted his personal, private messages are all in favor of building a community center, especially if it can be done without an increase in assessments and there has been one gentleman negatively comment about a community center but all the rest, probably 20 people, have said they are in favor of a community center without an increase in fees. His opinion in he still would like to do the survey but would like it to limit it to some incarnation of the questions originally tasked Supervisor Bokunic to provide.

Supv Kassel noted this is something she did with Ms. Kramer based on the Board's direction. They realized many people had not given their opinion yet and wanted

to do a survey but needed to provide people with a realistic picture of what could be expected. You cannot just say do you want a community center. They need to provide people with sufficient information for them to make an informed decision and to that end they got some estimates as to how much it would cost to build a community center, they took a look at whether there was financing available, they did their due diligence initially and got some data from that. In her opinion why go out to the residents with a survey if you are not going to provide them the information to make an informed opinion. She does believe with everything that has happened recently from the non-payment of CDD assessments, to the possible need to pave alleyways to the current economic situation that it is not the time and they should table doing any kind of survey for now because they are unlikely to be able to build a community center anytime soon so why spend the money, the effort and aggravation for many residents to even put a survey out. She suggested tabling indefinitely and bring it back up at a later time if it seems the appropriate thing to do.

Supv Bokunic noted he is okay with tabling.

Supv Farnsworth agreed.

Supv Scarborough noted he is okay with tabling.

Discussion ensued on the acquisition and use of VC-1 and the method for delivery of a survey.

The survey was tabled.

Supv Bokunic inquired as to what if a third party purchased the land, built a community center and allowed the CDD access. They would take the liability and building cost and somehow the CDD would get access for their needs through some sort of agreement.

Mr. Qualls noted it could be structured in a variety of ways, but the fact is the CDD owns property and under Chapter 190 they have the right to sale or convey the property.

Supv Berube inquired if it could be leased.

Mr. Qualls noted they have the expressed authority to do so.

Supv Scarborough noted they have extensive experience with someone who privately owns property and when they decide they do not want to allow access, they see what happens.

Discussion continued on sale or lease of property and agreements.

NINTH ORDER OF BUSINESS

New Business

A. Discussion of US192 Median Maintenance

Supv Berube addressed the medians from west entrance to east entrance. The maintenance cost for the landscaping is just under \$6,000 per year. Mr. Qualls has gotten with FDOT to review the agreement.

Mr. Qualls noted they did some due diligence and the history of it is when the District was first established it worked with FDOT to build the overpass along US192 so the kids would not have to cross a busy street. There was a contract entered into where at one point the District determined it would like to add some additional landscaping so the two governments did an Interlocal agreement with the agreement being there would be money contributed by FDOT, that Harmony would add some additional landscaping and that Harmony would continue to maintain that landscaping. As long as the additional landscaping is there it is the District that has to maintain it. There is a similar Interlocal agreement with the school where the District mows grass for the school. They were tasked to determine if the District can get out of the agreement and the only way, they found was for the District to remove all the additional landscaping, get FDOT to sign off on it and the median would be like every other median there along US192. If the District wants to keep the additional landscaping and does not want to pay to remove it then it makes sense for the District to continue to maintain it.

Discussion continued on the median landscaping with Supervisor Berube suggesting they leave the current situation as it is.

The consensus is to continue the maintenance.

B. Discussion of Potential New Dog Park at Waterside Area

Supv Berube noted this came about with the locking of Central Bark and addressed stopping the maintenance of private property. He reiterated Mr. Boyd's history of Neighborhood M and the parcel. He noted Supervisor Kassel's discussion to consider the usage of the park to be adequate tradeoff for the providing of water and maintenance to the park. After the locking of the park the residents in Waterside did a survey with regard to putting a park on CDD owned land in that area and the result was about 50/50. Mr. van der Snel has noted the CDD owns a couple of triangular pieces of land bordering

the entrance to the golf maintenance facility and the better choice of the land should they decide to consider it would be the easterly triangle of land mostly because it is more heavily treed and there is irrigation there already and to convert it to a dog park would be the cost of putting up a fence, gates and ancillary items such as a water fountain, bench, signage. No pricing has been obtained for fencing. The easy fix to get the park maintained would be to get it deeded to the CDD but there is little chance this will happen, so he thinks they need to extract themselves from these difficult to manage situations and get things done on their own.

Supv Kassel noted the situation is difficult to manage because there is a continued escalation and addressed the disabling of the irrigation controller. She further addressed the public benefit from the use of the private property but noted that it seems foolhardy to spend money to create a new dog park where a lot of people do not want one when they already have one and if they simply resume irrigating and mowing, they would have use of the dog park right away. She has spoken with Mr. Fusilier and he has agreed that if they resume the irrigation and mowing that he will reopen the park.

Supv Farnsworth inquired if it is only irrigation of the park and not other areas.

Supv Kassel noted that was her understanding of her discussion with Mr. Fusilier.

Discussion followed on the irrigation box, controllers and Maxicom system, CDD owned water meters and easements with Mr. Qualls noting they have shifted the topic from Central Bark, and it is not the time given the litigation filed.

Supv Berube requested Mr. Qualls address the irrigating and maintaining private property using public funds and whether the usage of the dog park is adequate compensation to the public for providing irrigation and maintenance to the land.

Mr. Qualls noted the key to him in this analysis is the public benefit is the public can use the property. The bigger issue is can a deal ultimately get done because this has been tried three times. He is all for keep trying but it needs to be put in writing, and they need to make sure the deal is honored and makes sense for all parties involved. Until they see something in writing, he thinks everyone would agree it is going to be a hard thing to grasp. It does not need to be complicated, but it is and is something that can legally be accomplished.

Supv Farnsworth inquired if it can be accomplished does Supervisor Kassel think Mr. Fusilier would be amenable to putting something simple in writing to say he will keep it open as long as they maintain it.

Supv Kassel noted she can ask if it is the Board's preference.

Supv Bokunic noted he thinks the CDD should provide something in writing that states they are willing to maintain and if he does not respond within a set timeframe, then they build their own.

Discussion continued on the parcel and ownership, and agreement with the property owner. It was noted the owner of record for this parcel and another along US192 is Compass Trading out of Palm Coast. Mr. Qualls noted they would reach out to the property owner and maybe come to agreement for the dog park.

Supv Farnsworth noted he would like to try getting an agreement in place before building a new dog park.

Supv Kassel and Mr. Qualls will work together on this matter.

C. Discussion and Consideration of Employee Policy Regarding Insurance Enrollment

- i. Employees Can Opt Out of Insurance at Anytime**
- ii. Employees Can Only Be Added to Insurance During Open Enrollment Period**
- iii. Setting Limits for Premiums**

Supv Berube addressed the cost involved in provided field staff benefits and items that Human Resources normally handle. FRM provides guidance in how to do these things but the cost, as long as it is not outside of their guidelines, is acceptable to them. Health care continues to get more expensive and can be a big add-on to costs. The specifics are Shawn had been off the health care and decided to come back on. There are no rules for this, but most companies limit it to one time per year, typically an open enrollment period. He further addressed health care cost and offering those who opt out a \$2 per hour stipend for insurance. He suggested a policy where capping it at \$1,000 per month per person.

Ms. Suit noted they can have a District policy for FRM employees but will be reliant on the Field Services Manager to provide her the information. Inframark only knows the premium once the invoices come in.

Supv Farnsworth inquired if Mr. van der Snel has the authority to go out to buy any insurance policy that he wants without anybody approving.

Ms. Suit noted they do go out on their own, she is not involved in it as they are not employees of Inframark and not employees of the District.

Discussion continued on the approval or lack thereof for insurance policies.

Discussion returned to a policy setting a limit of \$1,000 per month per employee for insurance coverage.

Mr. van der Snel addressed the cost of insurance coverage and suggested he and Shawn be grandfathered in at current levels.

Discussion returned to health coverage, deductibles, co-pays and managing premiums.

<p>On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, establishing a policy for employees – capping insurance premium at \$1,000 per month per person, establishing policies whereby employees can opt out at any time and employees can only be added to insurance during open enrollment period was approved.</p>
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TENTH ORDER OF BUSINESS

Topical Subject Discussions

There being none, the next item of business followed.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

A. Discussion and Reconsideration of District Mowing Central Dog Park
Previously addressed.

Supv Kassel noted she walked Pine Needle Path and Lily Pad Loop and most of the invasives are gone but there are still a lot of water hyacinth and torpedo grass at the entrance of those ponds to Buck Lake and in Buck Lake. There is also some poison ivy that she will need to point out. She has a reservation to take a pontoon boat out this weekend to take a look at Buck Lake and will get with Mr. van der Snel after she does that for the items requiring treatment.

Supv Scarborough addressed trying to come up with a solution for boat reservations. He does not know that there is one, but they have discussed it in the past. There are some steps they can take to help maximize the availability of boats. He noted one of the issues is if you make a reservation for 11:00 am the boat is locked out for the

entire day. He thinks there are steps they can take to maximize the usage of the boat facility at the dock.

Discussion followed on suggestion for reserving as blocks of time with it being noted is currently three hours for the pontoons and four hours for the bass boats. It was suggested Supervisor Scarborough work with Mr. van der Snel.

This item to be placed on the next agenda.

TWELFTH 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.

Kristen Suit
Secretary

Steven Berube
Chairman