

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 27, 2021, at 6:00 p.m. at the Grace Community Church, 5501 East Irlo Bronson Highway, St. Cloud, FL.

Present and constituting a quorum were:

Teresa Kramer	Chair
Dan Leet	Vice Chairman
Steve Berube (arrived at 6:13pm)	Assistant Secretary
Kerul Kassel	Assistant Secretary
Mike Scarborough (arrived at 6:13pm)	Assistant Secretary

Also present were:

Bob Koncar	District Manager: Inframark
Tim Qualls	District Attorney: Young Qualls, P.A
Gerhard van der Snel	Field Services Manager
Angel Montagna	Field Supervisor: Inframark
Scott Feliciano	Servello
Pete Betancourt	Servello
Residents and Members of the Public	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Supv Kramer called the meeting to order at 6:04 p.m. and called the roll. Supervisors Berube and Scarborough were not in attendance at this time.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

Supv Kramer stated during the audience comment period we ask that anyone who would like to address the Board, to provide up to three minutes of comments, direct your comments to the Board, no back and forth interaction.

Hearing no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Consent Agenda**

- A. April 29, 2021 Regular Monthly Meeting Minutes**
- B. Financial Statements for April 30, 2021**
- C. Approval of: #253 Invoices, Check Register, and Receipts**

Supv Kramer outlined the consent agenda and inquired if there was a request to withdraw anything from the consent agenda?

Supv Kassel stated I sent some amendments to Ms. Slaughter regarding the minutes. I did have some questions about some TOHO invoices.

Supv Kramer asked did you want to discuss those?

Supv Kassel responded we can. There are some invoices, for example there is one for 3200 Schoolhouse Road where last month the total was \$665.00 but this month it is \$2,240.00. Another is \$413.00 and goes up to \$1,000.00, another at \$261.00 goes up to \$1,340.00, but then at 7500 Five Oaks Drive for reclaimed where there is nothing for the past several months.

Mr. van der Snel stated as you can see the last bill from TOHO was \$7,600.00 and the bill before that was \$16,000.00. I did not change any watering so the bill from TOHO really fluctuates. When the drought comes, we put in a drought schedule which is 3200 Schoolhouse is clock 23, zoysia at The Estates. The zoysia at The Estates needs watering every day. The bill next month might be \$10,000.00, it really fluctuates and there is no way we can compare it. We are using the same amount of water or the schedule is the same.

Supv Kramer stated I went through those and put together a tape and paste spreadsheet to look back. I saw those variances too, but when I looked back a year ago the same month, I saw the same spike. I presume that since it has been so dry for so long that it has gone into that drought mode for watering.

Mr. van der Snel stated Maxicom has a drought schedule and we put that on. Those are the troubled areas.

Supv Kassel asked when did you do that?

Mr. van der Snel responded I cannot recall.

Supv Kramer stated I would assume a month and half ago. We are in the driest part of the year.

Mr. van der Snel stated sometimes you have rain for one day on a Saturday and that is it. Servello has been doing extra watering today.

Supv Kassel stated and then you have this one that has zeros.

Mr. van der Snel stated it could be they put a new meter and have not activated the meter yet.

Supv Kramer stated I know the ones at the front we stopped watering altogether on the Fusilier property.

Mr. van der Snel asked is that 7500?

Supv Kramer responded it is the 7500 Five Oaks bill.

Mr. van der Snel stated that is the east entrance.



is already here in the building. I have a mixer on order that will actually do the audio into a sound system, either our own or the church's. We can still get an inventory of what cable and everything we need. The Zoom account is set up and everything in the CDD name and as of now we should be good to go for next month's meeting.

Supv Kramer stated hopefully everything will come in on time. Any questions of Supervisor Leet on that issue?

Supv Kassel asked where will we put a projector?

Supv Leet responded that is why it is here to figure out, obviously we cannot have it here it may have to be off to the side over there if it is not able to point high enough and glaring in our faces.

Supv Kassel stated it looks like they have a screen here.

Supv Leet stated I do not know if the stand that we have will elevate it high enough so that it is not a tripping hazard with the cords and everything.

Supv Kramer stated We will work on that afterwards. Thank you

### **C. Dog Park – Need for County Approval**

Supv Kramer stated the next order of business is the dog park. I was in conversation with the County, Amy Templeton, on another matter and we also ended up discussing the dog park. Originally, it was anticipated that because it is strictly a fence and a small amount of concrete, an actual site development plan would not be needed, but she indicated that she had met onsite several months ago with Supervisor Berube and they were discussing the possible play park and the dog park and she had stated that it would require site development plan approval. Being that she had already stated that in writing she could not go back on that, but they have agreed to fast track it. My understanding is that our current District Engineer, Steve Boyd, did get that submitted, it is going through and Jane Adams, who is the reviewer on that, said she felt it could be done in five days. Hopefully we will have that approval done and she did say she did not feel there was any reason to hold up awarding the bid for fencing if we put the start date off on the fencing for a week or two. We are working towards that and should stay on schedule. I do want to say as issues come up, we have had this and the same thing with our invasive weed mitigation, if you receive any sort of communication or have been told something by any of the regulatory entities please pass that on and do not hold that so we do not have to scramble.

Supv Kassel stated the letter in the agenda regarding the dog park and playground mentioned sidewalks and parking area, so is our parking along the roadway sufficient or do we have to establish a parking area?

Supv Kramer responded no, I discussed that with both Amy and Jane, and they said now that it is strictly a fenced in area for a dog park and there is no tot lot involved. As you will remember there was at one point a discussion of a playground on the other side.

Supv Kassel asked we decided not to do that?

Supv Kramer responded the Board decided not to do that. We had the vote a couple of months ago not to go forward with that part of it but since it is strictly the dog park and it is within walking distance of the residences on the east side of our community, and the other side of our community already has a dog park, she said no parking would be required. We have a small entry sidewalk that is on the site plan and a pad for people to put dog bowls and things, the double gates to ensure the dogs do not escape and the fencing.

Supv Kassel asked are we going to have water at that facility?

Supv Kramer responded I do not know if we will have water. I presume we can have water.

Mr. van der Snel stated I think we agreed to have a meter from TOHO, the cost of a half-inch meter is \$330.

Supv Kramer stated a lot of our residents when questioned said they would not use the water.

Supv Kassel stated I would.

Supv Kramer asked if there are any other questions on the dog park?

Hearing none, the next order of business followed.

## **FIFTH ORDER OF BUSINESS**

### **New Business**

#### **A. Discussion of VC-1 – Jamie Abel**

Supv Kramer stated there was some discussion on the VC-1. This originally hit the agenda because it was a follow up. Supervisor Berube was going to provide us with a little mockup of just sprucing up that area, but I understand Jamie Abel has a proposal. I want to limit the time for this because we are doing our reserve study and it would be more appropriate to deal with it after we know what our financial situation is as this proposal is rather expensive. Is Mr. Abel on the phone?

Supv Berube stated in the interest of time, and I agree with you, I have had a number of people contact me regarding this because I put out feelers to say tell me what you want, and Mr. Abel had proposed this some months back and reiterated it again. It is my understanding that he spoke to everybody on the Board individually and sent you his proposal. I did not do a whole lot else because the way I envisioned it is if we move forward with this miniature golf facility this would be a centerpiece up change at VC-1 and any other improvements, additions or whatever we want to do with that land would be a springboard from that. I understand we have a lot to do tonight, I agree with moving forward until next month or whenever, but it looks like a very nice proposal for that land, but obviously it needs further development. We will push it forward to next month and go from there.

Supv Kramer asked any other questions concerning VC-1?

Supv Kassel responded just that I reviewed the proposal as well and I am not sure it is clear to residents that that will be a public facility, needs to be regulated and would be open to vandalism and the maintenance costs are not inconsiderable.

Supv Kramer stated there would be recurring costs with that and I think his proposal for the full course was close to half \$1,000,000.

Supv Berube stated \$360,000 to \$500,000 depending on how fancy you want to make it.

Supv Kramer stated we will push any further discussion of any changes to VC-1 one off until at least next business meeting.

#### **B. Billy's Trail**

Supv Kramer asked did you get any word back on the access on whether Fore Star is going to continue access?

Supv Leet responded I did not.

Supv Kramer stated we will put that on next month's agenda also.

#### **C. Reserve Study**

Supv Kramer stated during our workshop we discussed this briefly and I think the consensus was do you have our District Manager bring some proposals back.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, authorizing the District Manager to obtain quotes for a District reserve study for next meeting was approved. (5-0)

**SIXTH ORDER OF BUSINESS**

**Subcontractors' Reports**

**A. Servello**

**i. Grounds Maintenance Status**

Mr. Betancourt stated both pools have been mulched and the only thing left are the ponds at the Lakes of Harmony; that will be scheduled for the first or second week of June. Once I mulch the ponds the mulch will be completed. The second was the ants over at Lakeside, they were treated on Tuesday.

Mr. Betancourt stated I understand there were concerns about the donated tree.

Supv Kramer stated yes, there were some concerns that the original donated tree was not doing very well. I understand there was a second tree there did you have a chance to evaluate that one?

Mr. Betancourt responded yes.

Supv Kramer asked is that about the size or would you be putting in a larger one than that?

Mr. Betancourt responded that is about the size.

Supv Kramer asked will you be using a tree spade or just digging it out?

Mr. Betancourt responded just dig it out, dig a new hole, and put it in.

Supv Kramer stated so at this point in time to remind everybody there was a tree on Five Oaks just past the golf maintenance and it had been struck by lightning, it is dead and really needs to come down. Servello gave us a bid and we also got a bid from Cepra, they were under the \$2,500.00 limits so we can go ahead and award, Servello was the low bid. The question to the Board is do we want to use the donated tree that is in the ground? I presume you will warranty that tree.

Mr. Feliciano responded we would not warranty it because it is a used tree, we will make sure the tree gets watered; we will put a Gator bag to make sure it gets water. You have to remember once you install a tree and then you remove it you are disturbing the root ball and now you are moving it again.

Mr. van der Snel stated every donated tree that we have replanted has survived.

Supv Kramer stated we are replacing a tree that is smaller, so it is going to have to catch up. Do we want to use the donated tree or have them bring in another tree? I think it would be an additional \$500.00.

Mr. Feliciano stated it is basically a 2.5-inch caliper tree. What you have donated is a 2.5-inch caliper, if you want something larger, a four inch or larger caliper is going to be a 100-gallon tree. It is not going to be the same size and it is going to cost you \$1,500.00 to \$1,600.00 more.

Supv Kramer asked do we want to go with the tree that we have and if for some reason it does survive, we will go back to Servello?

Supv Berube and Supv Kassel stated they wanted to use the donated tree. The consensus of the Board is to go with the donated tree.

Supv Berube stated you said the mulching is done, but historically all of our pine trees have been pine needles under the pine trees. Last year your contractor put pine nuggets under the pine trees and then you came back after dug it out and put the pine needles down. It would appear that the same thing happened this year, the pine trees got nuggets and that is not the way it has historically happened.

Supv Kassel stated it is still pine bark.

Supv Berube stated I understand that, but the contract calls for pine needles.

Mr. Feliciano stated let us look into that, I do not know the areas you are talking about and I would have to go out to inspect the areas. I know we have installed pine needles at a different time than the mulch, but if there is mulch there again then we will have to remove it again.

Mr. van der Snel stated there are no pine needles there, there are nuggets.

Supv Berube stated historically under pine trees we put pine needles.

Supv Kramer asked does the contract specify?

Mr. Feliciano responded it depends where we do it, if you have a row of trees and you have two pine trees there, we typically go ahead and mulch it with pine bark. If you have a section where there is nothing but pine trees, then it makes sense to install pine needles.

Supv Kassel stated we do on Cat Briar. We have several spots where it is just pine trees.

Mr. Betancourt stated we will do pine needles there.

Supv Kramer stated you will look into that.

Supv Kassel asked is that where you were referring to?

Supv Berube responded yes, there and along Lakeshore park and the berms along East Five Oaks. There are four or five significant areas, and I agree a singular pine tree scattered throughout no, but where there are multiple pine trees historically it has been pine needles.

Mr. Feliciano stated I remember that but I do not recall seeing a large bed where there is pine trees and there is pine bark inside those trees, it is something I have to look at and maybe next week I can look at it with Mr. van der Snel.

Supv Berube stated I guess the question for the Board is do we want to continue with this split deal with pine needles and pine bark? The only reason I bring it up is because historically we put the needles there and I guess there was some reason why under a pine tree you put pine needles.

Supv Kramer stated I do not understand if you're going to put pine needles under a pine tree why not just take the needles that fall and put them there.

Mr. Feliciano stated it does not make a difference we have done pine tree areas with pine bark, you do get the pine needles that drop down and some people do not put pine bark there because it is an expense thing. Pine bark is more expensive than pine needles so they would rather stick with the pine needles there.

Supv Berube Stated I am not a horticulturist, to me it looks all uniform if it is all done, but historically this has been the issue needles versus bark.

Supv Kramer stated if it is not costing us anymore, I see no reason to go back and dig the pine bark out.

Supv Kassel stated in future years we can just change the contract or just go with the pine needles.

Supv Kramer stated there is one area without mulch though at long pond I guess is what they call it along the lake front there are a couple of doggie potties that had the area cleared that was typically mulched and did not get mulch this year. If you could take a quick look at that.

Mr. Betancourt stated they have to be done by bag.

Supv Kassel stated in other words they are still to be to completed.

Mr. Betancourt stated the ponds and those little areas have to be done by bag.

Supv Kramer stated thank you for clarifying that for me.

Supv Berube stated you are running our irrigation system right now and obviously we have a Rainbird Maxicom system. Are any of your people certified by Rainbird for them Maxicom system?

Mr. Feliciano responded no. They are not certified and to be honest with you I have worked with different companies before that that did not have people who were certified. They train on Maxicom, they work the system that way. I have worked a system that way and I know there have been some hiccups as in getting the program to our system and I know there was a meeting set up today and the meeting was cancelled. I think I need to get heavily involved because I am seeing, not just with the Maxicom system getting over to us, I am seeing many areas throughout the property that are having major irrigation issues. I am talking about valves being down, valves being turned off, meter gate valves being off from the controller where we are trying to turn it on to operate it and it is not working. I am going to get with my team in the morning and I am going to pull the inspections because I want to know where these areas are. Right now he is going out and manually watering some of these areas through the valves and we should not be doing it that way, it should be where if an area has drought we should be able we to turn that system right on from Maxicom and that is not happening right now. There is a little lapse in getting the system over to our team and from my understanding there was supposed to be a meeting today where the meeting was cancelled, for getting the system over, and I am not thrilled about it and I am not too thrilled with our team dragging their feet on that. I think Mr. van der Snel cancelled the meeting today.

Mr. van der Snel stated that is not correct, Corey was supposed to be here this morning at 10:00 AM and he called and said I cannot make it at 10:00 AM. at 1:30 PM I called him to say we might as well cancel because I have to prepare for the meetings this afternoon. He fully agreed because he was still at the site.

Mr. Feliciano stated that is fine; he will be here next week to do it and I am going to be present with him. What I am seeing or hearing is that there are valves that are being physically throttled down and it can only be done by someone, it is not being done by a random person, Mr. Betancourt has found two valves that were physically throttled down meaning you are not getting water to these areas.

Supv Kassel asked who would do this?

Mr. Feliciano responded I have no idea.

Supv Berube stated someone who is maintaining the system is and is the obvious choice, and we are just going to put it on the table that the last irrigation guy left on terms where he might have been a little bit less than happy.

Mr. van der Snel stated kids can do it too.

Supv Berube stated anybody can do it without a doubt but whatever the case, let us not finger point and get it up to snuff.

Mr. Feliciano stated I agree.

Supv Kramer stated we need to get on top of that and deal with that immediately So if you will keep us in the loop.

Mr. Feliciano stated I sure will.

**ii. Survey of Tree Health**

Supv Kramer stated we had a discussion last month about the survey of tree health.

Supv Kassel MOVED to approve the proposal from Tom MacCubbin.
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Supv Berube asked was there a total dollar figure for that?

Supv Kassel responded no. It is on an hourly basis.

Mr. Koncar stated it is on page 90.

Supv Kassel stated it is \$100.00 per hour, a \$50.00 fee charge for outside Orange and Seminole County. Other costs are listed. Do we know how many hours?

Mr. Feliciano responded I did speak with Tom because I was not sure how long he would be out here, and he said it generally takes a day; even this size property would take a day. He does Vista Lakes, not for us they hired him separately, and he does Vista Lakes in about 3/4 of a day. He is very thorough, he will get out there early in the morning and whoever wants to walk with him, generally it is the contractor or some Board representative. We are probably talking about a day and what we generally do is drive from site to site. I would also recommend soil samples. We do let him pull soil samples in some of the areas especially along East Five Oaks where the turf is abutting up against the golf course.

Supv Kramer stated you are not talking about not just the trees now but all of the landscaping?

Mr. Feliciano responded absolutely, shrubs, turf and that way you have documents, you have it in writing and he gives his recommendation on everything.

Supv Kramer stated it is kind of like a reserve study for landscaping.

Supv Berube stated I would be in favor of Mr. MacCubbin for whatever landscape services and tree services Servello recommends not to exceed \$2,500.00.

Supv Kassel amended the motion for landscape and tree services as recommend by Servello not to exceed \$2,500.00 and Supv Berube seconded the motion. With all in favor, the motion was approved. (5-0)
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Supv Kramer asked will you go ahead and set that up?

Mr. Feliciano responded yes. Do I need any paperwork before I reach back out to Tom?

Mr. Qualls indicated that he did not.

Supv Kramer stated I touched base with IFAS and because of the pandemic issues they are not going out onsite at all and I could not even get one or two trees looked at.

Supv Kassel stated that is interesting, I had a IFAS person at the ranch recently.

Supv Berube asked they did not want to come on site?

Supv Kramer responded they did not want to come on site to look at trees and plants, they said send pictures and we will do our best. With the amount of investment, we have with our landscaping, particularly our trees, I think this will be a worthwhile service for us to get.

**iii. Fire Ant Treatment**

Previously addressed.

**iv. Evaluation of Severely Pruned Oak at 3366 Cat Brier Trail**

Mr. Feliciano stated I looked at it and I'm going to have Tom look at it too. The tree is not dead, you see along the roadways where they cut the trees in half away from the power lines and such. My only concern with the tree is if you have another hurricane or heavy storm the weight has shifted on the tree, it is not going to fall on the house it is going to fall in the road and that would be my only concern, which honestly I am all for that.

There are a couple of other houses, and I will get the addresses for you, that pruned their own trees back and did the same thing.

Supv Kramer stated that is something we need to have Tom look at carefully to see what remediation we can do and where. Maybe not now because we cannot do any tree trimming right now because we find out about the disease vectors that we have in our community, but I would like maybe at next month's meeting to talk about a way that we can do a tree trimming in cooperation with our homeowners and work with them on getting the trees properly pruned back so that each time we do future pruning. It will be back behind the sidewalk line, the line between the sidewalk in the house without dropping things on private property.

Mr. Feliciano stated you can do that the only problem you are going to run into is the larger the tree grows you are on limited space there. The larger side is the road side and the home is always going to be there, the more they keep trimming on the tree and the more the tree grows, the more outbalanced the tree will be. You are going to continue to run into those issues. There is a community in Sanford that has started slowly getting rid of their Oak trees because they are affecting water lines, main lines and such and the County is allowing them to install *Elaeocarpus* which is Japanese blueberry trees, they stay a little smaller in stature and certain places in Volusia county are doing the same thing. Unfortunately for you I think just in your common areas you have 1,728 trees so you are going to run into issues. We can teach and give lessons, but the homeowner is going to do what they want do. All they care about is keeping that tree away from their home and it is affecting their turf because they have no sunlight and they are steadily losing turf.

Supv Kramer stated it may require some homeowner education and working with them. They are beautiful Oak trees and everybody I run into says it's the real charm of Harmony and if you took away the Oak trees Harmony would be just another neighborhood.

Supv Berube stated everybody loves the trees, nobody loves the roots coming up through their sod, the branches over their house, the sidewalks being broken up, streets being cracked and all the leaves falling. But beyond all of that they love the trees.

Supv Kramer stated as far as that tree goes, a question to legal counsel, do we have any recourse against a homeowner? The homeowner's instructions to the tree trimmer was to takedown every single branch on the tree and to leave just a log standing there. I came

along and said wait that is the CDD's tree, in which case the tree trimmer was quite upset and misled. I do not know what our recourse is, it would be similar to going into our bathhouse and deciding they did not like one of the bathroom stalls and tearing it down. It is damage to our property and the value of that tree with the research that I did would be about \$30,000 based on the size and canopy of the tree. I do not want to start a lawsuit, but I do not know if there needs to be a letter to the homeowner or what.

Mr. Qualls stated we would be happy to send a letter and layout the problems. I do not know what good that does, he could voluntarily agree to give the District it's damages, but I think that would be unlikely, but we would be happy to send a nice letter.

Supv Kramer stated a nice warning letter to please not take it upon yourself to trim anything beyond your property line and maybe reiterating to him that he has created a situation where the tree will have to grow back.

Mr. Feliciano stated it is not growing back. One thing you could do is also get your County arborist in because typically when you remove a tree you have to have the County arborist come out and you will have to file for a permit and they say yes or no. In some cases if you have not pulled a permit and you take down a tree or destroy a tree, which maybe in this case, the County will say you have to replace that tree, so now the onus is back on the resident because they have done it. I know in Altamont it is typically per caliper, so for a tree that size they may say you have to install two trees or sometimes more than that to replace that tree so it could get expensive if you are destroying a tree or removing a tree without a county permit.

Supv Berube stated real life the last hurricane that blew through the tree right next to my house next door the hurricane took off the entire top, broke it off, it landed on the resident's house, damaged the gutter and down it came. You folks looked at it at the time, and everybody at the time said that tree is going to die and guess what, it grew back.

Supv Kramer asked was that the Sycamore?

Supv Berube responded yes.

Mr. Feliciano stated they grow back but you lose the center leader of it on any type of large tree and you have no structure in the center.

Supv Berube stated it has a pretty good canopy on it, I was surprised.

Supv Kramer stated the shame of this is he was worried about the tree damaging his house in a hurricane and all the information I have seen is the Live Oak tree the is the best protection you can get from a hurricane.

Mr. Feliciano stated some of the information you may be able to share on your website for the homeowners if they want to cut a tree down or are looking to remove trees it will tell you how much you are allowed to cut off of the tree and such.

Supv Kramer asked would that be from the County arborist?

Mr. Feliciano responded yes and sometimes you can find it on their website. It will also tell you that if you take it down or destroy a tree the onus is on you.

Supv Kramer asked is there anything else we need to bring up?

Supv Kassel responded with regard to this issue how do we go about educating residents about what they need to do about the trees that are in front of their homes? That they belong to the CDD but yet the CDD is not going to remove limbs that hang over their homes because of the liability so what do you do; we need to educate residents so it is a question we may want to discuss with Servello or I am not sure how we approach that but clearly we need to do something.

Supv Berube asked how about this if you get information, I will give my column up in Harmony Life magazine next month or whenever we get it or whatever you want to do because Mr. Bokunic will accommodate.

Supv Kassel stated not that many people read that.

Supv Berube stated I understand not everybody reads it, but not everybody is going to look at our website to figure it out, but it is at least a shot.

Supv Kramer stated maybe we can pull something together and put it on Facebook too. Again, it has to be just one person we cannot have multiple people.

Supv Berube stated if we come up with some sort of text I will do something with the HROA, there is a big reach with the HROA - we can do an email blast, there is some way with the HROA that we can get it out to everybody.

Supv Kassel asked will you work with Mr. Feliciano or the arborist or whoever to create something?

Mr. Feliciano responded you can find a lot of this stuff online. It will give you simple practical pruning techniques for anything. I would go in also and look at your

county to see what the regulations are. I have done a lot of work with Osceola County and even when I did the courthouse, I still had to pull a permit to remove trees.

Supv Kassel stated you are going to compose an article.

Supv Berube stated I will figure out something.

Supv Kramer stated I think what we should probably do, maybe we can work and maybe I or Supervisor Kassel can give IFAS a call because we need to have a unified message. Supervisor Kassel do you want to take the lead in putting something together and bring it back.

Supv Kassel responded I thought Supervisor Berube just volunteered to do that.

Supv Leet asked do we want to include anything from the survey that is being done?

Supv Kramer responded let us do this, let us get Tom out here, do the survey, get information from him, he may have something we can go with.

Mr. Feliciano stated he will give you a full report.

Supv Kramer stated maybe we can identify some problem areas.

Supv Berube stated we will do a tree blast all at once.

Supv Kramer stated I do not want differing messages to get out, I want a uniform message to come out from our Board. That will be on our agenda next month and hopefully we will have everything from Tom then and be able to put something together.

Supv Berube stated when you talk to Mr. MacCubbin see if he has guidelines as to what we are looking for here; maybe it is already a word document - Homeowners' Maintenance of Trees – what is the best recommended method.

Mr. Feliciano stated I will get with him on that. I have guidelines myself and stuff, but remember you always want to include what your county guidelines are.

Supv Berube stated we have to have some basis to start with and if it is already done, we can work it into the county, figure it all out and put the message out.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Engineer**

##### **i. District Engineer's Report**

##### **ii. RV Park & Garden Road**

##### **iii. Discussion of Harmony Conservation Area Monitoring**

Mr. Boyd stated I wanted to facilitate a handoff. We have we have a couple of active things going on the RV park permit is in, the dog run fence permit is in and the FGT road is in process. I created a link with all of our folders earlier today so it can be forwarded

to Mr. Hamstra. I will be available to try to point you in the right direction because there is a lot of information in there but the key information, I will probably need to help you find.

Supv Berube asked can you expand on the FGT road thing, I know what we were trying to do but where are we today with that?

Mr. Boyd responded they reviewed it and Amy Powell came back with a comment about wanting the wire fence on both sides but I was not clear about where she wants it - on the easement line or tighter in but she is out of the office until sometime next week.

Supv Kramer stated when we discussed it with the representatives onsite, they wanted it to be two feet off either side of the road and they did not say wire fence, unless they have changed.

Mr. Boyd stated I am a little concerned about that because the post, it would seem to me, would be very close to the pipeline itself. I think the fence would be better on the easement line.

Supv Kramer stated they indicated the purpose of the fence was to keep vehicles in the roadbed. So many times, there are people jumping off that road and heading up through the grassy area.

Mr. Boyd stated that he wanted to clarify that with her, but she is out, so we can complete that process and do a handoff, the same thing with getting the RV park approval completed. The RV park and the fence both need \$600.00 review fees paid, we can get a check from the District Manager or if there is another way...

Supv Berube asked is this Osceola County?

Mr. Boyd responded yes.

Supv Berube stated historically we have used Mr. van der Snel's debit or credit card.

Mr. Boyd stated then you can pay it online.

Supv Kramer asked is that a separate one for the dog park?

Mr. Boyd responded yes. That is all I have to report.

Supv Berube stated to be clear the SDP for the dog park is done and that is why we are going to permitting.

Supv Kramer stated no, neither of these are in permitting they are all in SDP (Site Development Plan approval).

Supv Berube stated the fees are for the SDP review.

Mr. Boyd stated that is correct. That is all I have to report, thank you for the opportunity to serve you.

Supv Kassel asked what, sorry to interrupt you, the projects were the new dog park, the RV parking and fencing, and what was the other one?

Mr. Boyd responded the FGT roadway improvement. I want to make it a smooth transition so David feel free to call me and I will do what I can.

Supv Kramer stated I want to thank you Steve it has been what 20 years. Steve has been with Harmony since the day they broke ground.

Mr. Boyd stated I was part of the group and it has been a pleasure. Thank you very much.

Supv Kassel stated best wishes to you.

Supv Berube stated thank you.

Supv Kramer stated thank you and we look forward to seeing you out there on the road.

**B. District Attorney**  
**i. District Counsel Report**

Mr. Qualls stated good evening, good to see everybody. I have several items to cover and I will go through starting with the Inframark addendum to your existing contract.

**1. Inframark District Management Agreement**

Mr. Qualls stated you have had a long-standing contract with Inframark, it has served you well. We had good negotiations and we present to you, and one of the most important things for any contract is that it is fair to both parties. It would be next to impossible to present you with a contract that would cover every single aspect of anything that could possibly come up but we believe we have put a fair contract in front of you and are looking forward to, if you accepted it, a continued good working relationship with Inframark. What we sent over from a legal perspective what you saw included the changes made back by Inframark. There were a couple of points - one was indemnification language, we looked at the indemnification language that you looked at that was in the comment box and what we did was added 'defend' back into that language so that both parties have to defend, indemnify and hold harmless, and then if you will recall the indemnification language said that the parties would indemnify each other against three

specific types of liability. We were not clear on why those three and I think our recommendation was to just take those three out so that both parties are indemnifying each other from everything, any potential third-party claim. Again, in both of these in the instances of negligence that indemnification would not hold. We have already actually heard back, this has been going on and I apologize for stepping out of your workshop several times, I was not being rude but, we were getting calls from the other side. They are good with the language we sent back to them but they noticed where there meant to be two identical paragraphs because each party is indemnifying the other equally and there was one term, attorneys fees, that was not in both paragraphs so they said take them out of both or put them into both. I think the recommendation would be to put it into both and that is the way we had read it. That was one sticking point which I believe, from our perspective, Inframark we went back and forth and though I do not have the language in front of you I have described for you what the latest language looks like. The second point for you to consider where the limitation of liability. Of course, remember if there is a judgement against the management company or your District, what that says is the liability of Inframark is going to be capped. We said, we do not prefer that language because if you reach that cap and the judgment is in excess of that cap then obviously it would be Harmony's assets that would be at risk and so we said in the spirit of good faith negotiation an option would be, and you could make it a business decision to accept, an increase in the insurance liability. So, what you want to think about is worst case scenario would be increased insurance premiums to protect you in the event of a suit by a third party. Those are the changes and in addition, we sent the latest version out to everyone, we did receive some comments from Supervisor Kramer and those comments have also been passed along to Inframark. Just to be clear for the public to know, no two members of the Board at any time in this process have discussed any of these proposed changes or any feedback, that is why we did not send yours to everyone we just sent it to Inframark and asked that they do not share it with everyone until you all could discuss this evening. I am here to answer any questions. I think Mr. Tarase is on the line.

Ms. Montagna stated he could not hear; do you want me to call him?

Mr. Qualls responded sure, and I think as I see it if you are okay with the additional provisions, the way I see it is just a question of whether Inframark had any feedback on Supervisor Kramer's red line. Supervisor Kramer it might be better for you to cover those.

Supv Kramer stated the first item I pointed out is what we are calling at one-point infrastructure management services and next it's field management services. Just be consistent, I do not know that it's critical as to what title we use, but it is also that we are not just contracting for field management services not management of employees, but the actual employees too so the actual field oriented structure of services. Also, we need to have something stating out that we are cancelling the First Amendment to the original contract because that provided for a full time Dock Master at a very low rate which I do not think Inframark wants to continue with, so just to get that off the table. The other change was when we were talking about the District shall pay the manager a certain amount of money specifying that the amount money was per annum so it would be clear although with monthly payment you could do the math and get there but it just provides a little clearer statement there. Also, we were amending, and I made the correction to the paragraph amending about where jurisdiction lies for any legal action being in Osceola County. The other thing that I ask to be spelled out more is what the chain of command would be. In other words, we as Board members, and I am very much in favor of this, we as Board members we cannot reach down into Inframark's employees and tell them how to do their job, or what to do, or control in any way. It is important in the documents to spell out basically the chain of command so if something is going wrong or there is a problem that needs to be addressed, I have asked Inframark to spell out who are we to go to or what position in the hierarchy so that those issues can be addressed appropriately. It is critical that once this transition comes in that we as Board members who are used to calling up, we cannot be doing that. This has to be a situation where our employees are working under a formal structure and they have rules, regulations, and requirements that they have to abide by. They cannot just get on a boat go out to spray weeds in the lake or anything, so we need to address that. The other thing is there was some question about the manager would not be responsible for any damages or losses for anything directed by the District or its Directors, Officers, employees, agents or representatives. We just need to be sure that since Inframark is our District Manager, and the District Manager is essentially our representative out there, that they we specify they are not included in that list. The other thing is where the records are kept. There was a provision to maintain all District Board meeting minutes and related documents within the boundaries of the District. I do

not know, Mr. Qualls, is that, does the statute require that they keep them in the county where the District is located. We really have no storage capability within the boundaries.

Mr. Qualls stated everything is kept in the cloud now and I would argue that would qualify for the statutory requirement.

Supv Kramer stated minor things, I want you to be District Legal Counsel instead of District Attorney. People get confused about that. Also, I requested that we add not only control access to the pools but also access to the dock areas which is where we have our other controlled access points and just little things like our aquatics person, who is currently Shawn, will take care of all restrooms, even the one at the Lakefront not just at the pools. Let's see is there anything else of substance? The major thing is spelling out that we will have a Manager's Pond Master, it needs to be expanded to both a Pond and Conservation Area Master since we have undertaken the eradication of all invasive weeds in those conservation areas and it is a really big project. It is done by the same staff member with an assistant, so it makes sense to go ahead and combine the pond and conservation areas which is where the chemical treatment and cutting is done. We need to make sure we have plenty of staff to deal with that because that work is required by South Florida Water Management District. Did I cover everything Mr. Tarase?

Supv Kassel asked Mr. Tarase are you there?

Mr. Tarase responded yes, I have been texting Ms. Montagna during this conversation just because it is hard for me to hear clearly, I can catch some of what you are saying but not very clearly. Ms. Montagna has been doing her best to relay some stuff to me. If there is a specific question if you can repeat it as clearly as you can, and I am happy to address it. I apologize I tried to stay on the line earlier but just could really not hear at all.

Mr. Qualls stated so what happened there is we had sent you Supervisor Kramer's feedback and she was just going over each of those points via red line. Is there any feedback from you guys on that?

Mr. Tarase responded I did look through that - everything she said where it says infrastructure I agree with that part, the comment about the fact that should override the first amendment, I have no issue to that, it does override that anyway. If we need to add a quick blurb or sentence to that, it is fine. On the conservation area stuff, I was wondering who added that or where it came from, because it was not clear it was from the Chair.

There was not anything that was really concerning to me in the Chair's comments, designating Ms. Montagna as our representative is fine. The only comments that I had was the miscellaneous where the Chair had made mention of an additional meeting or what not and then also commented on the estoppel stuff that referred back to the old one, you cannot have one without the other. If you want to add one meeting that is fine but the estoppel fees, that is at market rate and \$75 is not the current market rate for estoppel fees. On the other stuff I cannot think of anything that stood out outside of that.

Supv Kramer stated it sounds like we are in a pretty good space.

Mr. Qualls stated it does.

Mr. Tarase stated Mr. Qualls I do not know if you saw the one comment Michael had and the other comment was on the attorney's fees.

Mr. Qualls stated we covered that.

Supv Berube stated based on all of the commentary back and forth and seemingly everybody is in agreement,

<p>On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the Inframark District Management Agreement, subject to the inclusion of the changes as outlined, and authorizing the Chair to execute was approved. (5-0)</p>
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Supv Kramer stated thank you Mr. Tarase.

Mr. Tarase stated thank you, appreciate it.

Mr. Qualls stated always in an effort to save time but certainly happy to discuss anything we include now a full written report. The one update is the Cepra contract has now been executed, item 7. We are still working out the CDD parcels on the tax roll one down, one to go.

Supv Kramer stated the big one is down and the little one is to go, right?

Mr. Qualls responded yes.

## **2. Pegasus District Engineer Agreement**

Mr. Qualls stated as far as the district engineer contract, you have that in front of you and we understand that the rates are fair in the marketplace and also discounted. Certainly, the man to talk about that is over here to my right. He did agree because others

have done it as well, he did agree not to charge for travel to and from the meetings and so if there are any questions there ask Mr. Hamstra, but from a legal perspective that contract is fine.

Supv Kassel stated the contract has a typo in the title it is missing an 'a' in Pegasus.

Mr. Berube MOVED to approve the Pegasus District Engineer Agreement, as amended.

Supv Kramer stated I do want to say there were a couple of very small items that I sent to District Legal Counsel there is a typo again where it is 'bring' authorized and should be being authorized.

Mr. Qualls asked is this the engineering one.

Supv Kramer responded yes. There were three little changes, one on page 6 of the contract I was not sure as it still had a strikethrough on wholly and in part I was not sure if that was to be stricken or remain and then on page 8 we have the public records custodian listed as Kristen Suit and we definitely need to make an adjustment on that. Those were those were the only changes I saw.

Mr. Berube MOVED to amend the motion, to approve the District Engineer contract subject to changes as suggestion by Supv Kassel and Supv Kramer and authorizing the Chair to execute and Supv Kassel seconded the motion as amended, with all in favor, the motion was approved. (5-0)

### **3. Enclave Plat Easements, Agreement, and Resolution**

Mr. Qualls stated the only other thing that I need is for you to consider the Enclave document that we included in the agenda package. There were some exhibits that were form exhibits that were left out and we did get those to Supervisor Kassel who requested them. I am not sure why they did not get into the agenda package, but they have been thoroughly reviewed, your Chair was the liaison. We got some additional considerations and I think everyone is on the same page, just like with the Inframark contract we present to you what we believe is a fair set of documents that have been thoroughly vetted and agreed to by your Chair and it is up to you guys to agree to accept those.

Supv Kassel stated and by our previous District Engineer.

Mr. Qualls stated yes.

Supv Kramer stated in fact we had quite a group - The District Manager, Ms. Suit at that time, The District Engineer went over them in detail and I had some things because I do not want my signature on something that might mislead the public. So, we went through those in detail, hammered out the appropriate language or what I hope are legal counsel thinks is appropriate language, and if you want to approve those tonight, I will execute them and the Enclaves will be able to record their plat.

Supv Berube stated this is authorizing them to record the plat but we are not accepting it yet, is that correct?

Mr. Qualls responded you are accepting it but the agreements cover the items that we were concerned with.

Supv Berube stated this lets them record it and then they are going to bring it back and somebody is going to sign it.

Mr. Qualls stated my understanding is everything has been signed by the developer, they will be signed tonight, if you approve, and then they will be given back to the developer for recording.

Supv Kramer stated the purpose for it is there is a deed of dedication and we are requiring that our agreement be filed at the same time as the plats saying we have not agreed to officially accept those lands that they plan on turning over to us and that we will only accept those upon completion of construction and inspection.

Supv Berube MOVED to approve the Enclave documentation for plat recording by the developer.

Supv Kassel stated so just a quick question.

Supv Kramer asked do we have a second?

Supv Leet seconded the motion.

Supv Kassel stated my concern is we are taking on more invasive species that we need to manage or something to that extent and I just want to make sure that has been addressed.

Supv Kramer stated what we are doing is agreeing that they are platted out the only thing that will be turned over, will be deeded over to the Harmony CDD is two entry parcels

at the very entry of the community. They will only be deeded to us once they are fully developed up to the CDD standards, inspected by our engineer and approved. It is basically the entry berms on each side.

Supv Kassel stated I just did not know if the open space area on the plat had any borders that might need management.

Supv Kramer stated no, we are not accepting any of the conservation areas, if that were coming over to us it would have to have the invasive weeds eradicated prior to being turned over. The only I think we have got is two little strips of berm that are actually fronting Five Oaks. It is a gated community and all the roads are private. We have an easement that allows us to get across the roads to do any stormwater pond maintenance. The pond is not ours; we will not own it. It is not being deeded to us, but there are restrictions in there that say the HOA will own it; that they are not allowed to block our access; that we are not liable if we have to go in there to manage the pond, for any damages, but we will use due care not to damage anything that they have in there. It is also very clear that we have the access right over the roads to get to the pond to do maintenance. We have to be able to maintain the stormwater storage and quality capacity in that stormwater pond because we are the operation entity for SFWMD. The second thing that is involved in there is the streetlights and, basically, the developer has to make full payment for the streetlights before the Board will assume maintenance on those, so we will not get caught in the lease arrangement.

Supv Berube stated to back up to the ponds a minute, we are taking these ponds on for just the maintenance of the ingress and egress of stormwater not for the maintenance of littoral shelves, filter edges and invasive growth, we are not doing any of that we are just making sure water gets in and gets out just like the golf course pond, is that correct?

Supv Kramer responded that is a fairly good description. Now, if there is a problem with erosion that is caused by anything that is done by the HOA, we have permission that if they do not maintain the edges of the pond up to the standards that would prevent erosion or other damage to the pond that it is their liability and they will have to come in and take care of it; because they are not deeding the ponds to us we are not obligated to go in and mow it or anything else.

Supv Leet stated my understanding is along with these contracts is our acceptance of their plat.

Supv Kramer stated we are accepting their plat with the proviso that we are not accepting the properties until our engineer inspects them.

Supv Berube stated the deed cannot change over to us until we say yes.

Supv Leet stated this is not a 55 plus community? The issue that has come up with some of the other neighborhoods as we have accepted plats, is what kind of common areas are in here?

Supv Kramer responded they have a fairly significant number of common areas that will not be deeded to us; that will be owned by the HOA. We have no obligation to improve or add equipment or anything else. Basically, because they are not turning any of that over to us, we could not do anything anyway and hopefully we will not go out and accept it later. Any further questions.

Mr. Hamstra asked in addition to inspecting them are they going to give you as-built plans? Since they are wet ponds, we want to make sure everything built under the water is to plan. Are they going to provide those?

Supv Kramer responded we need to make sure we get that.

Supv Kassel stated we had a District Engineer that worked very closely with developers and there were times that we felt our best interest were not being served.

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

#### **4. Servello Landscape Agreements Ratification**

Supv Kramer stated there were other items the Servello landscape agreement ratification, and trimming addendum on your agenda.

Mr. Qualls stated if there are any questions, we present that for your approval.

Supv Berube stated my understanding is we are in the last year possible with the current contract.

Mr. Qualls stated September.

Supv Berube stated September 30<sup>th</sup> is our last day with Servello so we have to think about what we are doing starting October 1<sup>st</sup>.

Mr. Qualls stated that is the resolution, it would go an extra year under that resolution. You can do that statutorily without having to go out for RFP.

Supv Kramer stated we have not made that decision or passed that resolution. This is just to ratify and have things in place until September 30, 2021. Then if we choose in

the month or two months going forward to extend, we have the option to extend for one more year. It has all been laid out legally that we have that allowance and can make a decision at that point to do that. So, in the next couple of months we need to make that decision--whether we are going to go out for competitive bid on a future contract for our landscaping or whether we are going to continue on with Servello.

Supv Berube stated if you think about it, we need to make that decision next month considering timeframes. You have to have the contract, an RFP provided, you have to notice it, you have to get people time to respond, you have to get it back here to a meeting and it typically takes two months so next month is your drop dead month.

Supv Kramer stated we can ratify this today so we will be ready to extend it if the board so chooses. I will then charge each of the Board members to go out to really survey the landscape to see what you want to do and then we can bring it back. Mr. Koncar if you will agenda for the next month to make a decision whether to carry Servello forward for another year or whether to do the bid process.

On MOTION by Mr. Berube seconded by Supv Scarborough, with all in favor, the Servello Landscape Agreement was ratified. (5-0)
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#### **5. Servello Tree Trimming Addendum**

No discussion.

#### **6. Dock-Ters Footbridge Repair Agreement**

Supv Kramer stated I do want to touch on the Dock-ters footbridge repair agreement that is in place. they did have some difficulties with their workload schedule. They were asking for a 90-day lead time and we were able to negotiate them down to a 75-day lead time. They are trying to get it started by July 1<sup>st</sup>. The only problem here is that it is degrading fairly rapidly. We had another board we had to replace that was totally hollowed out and was a serious hazard, so we replaced that. We need to have a discussion now, that if that deterioration continues, do we want to go ahead and close those footbridges in the interim.

Supv Berube stated what if we ask field services to do a weekly inspection of this subject bridges and replace wood as is needed. It is pretty easy to see and takes ten minutes to change out a board. I am going to presume you have some in stock.

Supv Scarborough stated yes, that was going to be my suggestion.

Supv Kramer stated they were asked to do that. I had to bring this further deteriorated board to their attention. If you want to keep the footbridges open, we will have to do very serious and close monitoring, we do not want the liability of somebody putting a foot through one of those and breaking an ankle. That degradation is pretty serious and some of those boards have gone fast. If that is the pleasure of the Board: one of the things that we do need to do is reiterate no golf carts. We still have golf carts that try to traverse those and do traverse those bridges and they were not built for that weight. Again, with even replacing those boards with lumber costs the way they are now we can reuse those boards when they come up and we will have to have Dock-ers save those replacement boards. Hopefully, we can get them in and get them started. I guess the question is at this point is, leave them open and continue investing money in repairing until such time as they get repaired or continuing inspecting and if it continues to degrade and is dangerous, close them for a couple of weeks in the interim.

Supv Berube stated a board cost about \$12.00, a couple of screws, and 20 minutes of time.

Supv Kramer stated the only problem with continuing to put new boards in is the stringers you are attaching them to each time you run a screw in them it is degrading the stringers too. The stringers are starting to split so we have to consider that with too much back and forth replacing the boards here, there, and everywhere we might be creating ourselves a larger problem down the road.

Supv Scarborough stated let me ask you realistically, since you have had close inspection, what would your conclusion be over the next 75 to 90 days as far as degradation goes? Do you suspect one board, two boards, six, a dozen?

Supv Kramer responded I would say it is possible for five or six. Again, I have the board out in the car, and you can take a look at it, the whole inside of it is literally rotted out. It depends, our engineer did take a look at that bridge when he was bidding on the contract, do you have any thoughts?

Mr. Hamstra responded I need to go back out there, I took pictures and notes, but from what I saw of the board in your car it looks pretty significant.

Supv Kramer stated we have replaced four boards like that. It is just the one bridge the other bridge seems to be holding a little bit better.

Mr. van der Snel stated if you close those bridges with caution tape, I give it a day and it will be gone.

Supv Berube stated if you are talking ten boards you might be spending \$150.00, notwithstanding the screw holes, the cost is minimal, the damage is minimal, I would rather just keep it safe and continue to let people to use the bridges which they are paying for.

Supv Leet stated it clearly needs focused attention and let us make sure we are giving it that attention in the six or however many weeks we have until they can be properly replaced.

Supv Berube stated I think our field manager would agree to take a careful look every week.

Mr. van der Snel stated I will do an inspection and send it to Ms. Montagna. Within a week I will have an inspection done and send a report.

Supv Kramer stated I will keep walking it and anybody else who walks it please pay special attention. The liability if somebody gets hurt on that bridge could be difficult for us to deal with. We will move forward with that and they will get to it as soon humanly possibly can. We have reiterated to them the need and were pretty firm with them about the need to get on it as soon as they possibly have an opening.

#### **7. CEPRA Landscape Agreement**

Previously addressed.

#### **8. Arrow Pavement Sidewalk Agreement**

No discussion.

#### **9. CDD Parcels on Tax Roll Discussion**

Previously addressed.

#### **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 Kassel stated the District Ponds Report - Pond #43 Waterside says there is a significant amount of duckweed but no treatment is needed.

Mr. van der Snel stated that is wrong it should be hydrilla.

Supv Kassel stated that is what the report shows. It says no treatment is needed and it is an L3 most of this is L1 and L2, even when it is L2 which is moderate, there is a bunch of L2s here but there is nothing in the current treatment column.

Mr. van der Snel stated that is mostly for the golf course, correct?

Supv Kassel responded Yes.

Mr. van der Snel stated we do not treat the golf course.

Supv Kassel asked why are we monitoring that if we do not treat it, and why, if we are not treating it, do we not say, we do not treat these ponds, something to indicate it because people, the residents who are looking at this are going to be completely. . .

Supv Berube asked where is the note about the duckweed?

Supv Kassel responded it is in the first column if you go to the very top of the report. On the Wetland Report that monitors the invasives and reports on progress limiting those invasives. It says the lygodium infestation is high, but it has been checked that it has been treated and under control. Why is it labeled high, shouldn't it be low? These reports do not make any sense to me. There is another one the Lakes East lygodium high, no treatment not in this area now. Does that mean they will be getting to it? If so, if it is a pending activity when do you anticipate getting to it? The whole report is problematic the way it is set up.

Mr. van der Snel stated I will get on it.

Supv Kramer stated these are errors in the report but we have, especially in Long Pond and the pond behind Dark Sky, we have cattails that have gone to seed. If you can get them out there and at least get those seed heads off there so the cattail problem does not explode on us I would appreciate that. They should be able to hook them from the bank and cut them off, but tell them to be very careful, so those seed heads do not split. They have tried to spray those cattails before and they have not been successful at eradicating them, they do need to be treated.

Mr. van der Snel stated I have a couple of proposals if the Board does not have anything else as concerns.

**vi. Proposals – Fence**

1. Chapco Fence LLC - \$15,480.00

2. Straightline Fencing - \$17,400.00
3. Tighten Up Fencing - \$18,998.00

Mr. van der Snel reviewed the fencing proposals for the dog park. They are all 9-gauge fencing.

Supv Berube stated Chapco was 6-gauge last month did they change it?

Mr. van der Snel responded yes.

Supv Kramer stated he went back to them to get uniformity; he had also mistakenly bid out five-foot fencing instead of four foot fencing. He went back and they are now uniform, and you can see...

Supv Kassel stated Straightline Fence does not indicate the gauge of theirs.

Mr. van der Snel stated I verified it with him.

Supv Kassel ask that it is 9 gauge?

Mr. van der Snel responded yes.

Supv Kassel asked we have worked with Chapco before, have you been totally satisfied with them?

Mr. van der Snel responded Chapco In the past I tried to pick up work with him three or four years ago with the self-locking gates and the hinges and they were not responsive at all, never called back and I had a discussion with them about do you really want my business yes or no and they said actually no and at that point it was okay if that is what you like. I had no idea what I did wrong but after that it was quiet, and I used Straightline Fencing for the RV lot and that was pretty much it. Now they probably have new management because they were very responsive.

Supv Kramer stated they did the dog parks that we have.

Mr. van der Snel stated for the hinges it was Haas Fencing. I asked him for a bid, but he is in Europe now.

Supv Berube stated if you read the Chapco for the self-closing gates It says that they are four feet wide and 5 feet high and if you look above that install two 8 foot by 8-foot chain link entrances. Is that a typo for the four feet wide and five feet high?

Supv Kramer responded I think the five foot might be a holdover from the five-foot fencing bid that they submitted last time.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the Chapco Fence proposal in the amount of \$15,480.00 was approved. (5-0)

Supv Berube stated we should have asked this before we did this but the other dog parks there has been a problem with dogs digging under and part of the fix for that has been the installation at the bottom of stringer wire which works. Do we know if that is part of this?

Supv Kramer responded that is included.

Supv Kassel stated 'seven-gauge black bottom tension wire' at the bottom of the proposal.

Supv Kramer stated the one proviso is to be sure the contract or whatever agreement we sign, that it gives us some time to get the Site Development Plan approval. We do not want them going in for a permit before we get that.

Supv Berube asked Counsel will draw up a contract for this one?

Mr. Qualls responded yes, but wait for the Site Development Plan (SDP) approval to be done first.

Supv Berube stated for Chapco Fence.

Mr. Qualls stated I am trying to get this latest one

Supv Kramer stated we will be getting the SPD approval and present it to them before they pull the permit. The county had indicated it should be through within five days.

Supv Berube stated the in real time that means about July.

**vii. Proposals – Milkweed Crossing**

1. Arrow Paving - \$5,304.00
2. KoPac - \$4,170.00

**ix. Proposals – Entrance**

1. Rubber Surfacing Specialist - \$20,430.00

Mr. van der Snel stated there was also a proposal from Rubber Surfacing Specialist. For Arrow Paving I verified it with them it still stands at the same amount, and then we have KoPac which did some work for me in the past, and then we have Rubber Surfacing Specialist for \$20,430.00, Which I verified with them and ask are you sure this is the right amount and he said yes.

Supv Kramer ask so we have used KoPac in the past?

Mr. van der Snel responded I have not used KoPac but he said he worked in Harmony previously with the developers.

Supv Kassel stated I have never heard of them, but I like their proposal not just the price but the specificity and the thoroughness of their proposal.

On MOTION by Supv Kassel seconded by Supv Leet, with Supervisors Kassel, Leet, Kramer and Scarborough voting aye and Supervisor Berube voting nay, the KoPac proposal in the amount of \$4,170.00 was approved. (4-1)

**viii. Proposals – Hydrilla**

1. Aquagenix – \$22,657.90
2. Crosscreek Environmental - \$2,675.00
3. Sitex Aquatics - \$1,140.00

Mr. van der Snel stated there are quite some differences. There is \$22,657.90, \$2,675.00 and \$1,140.00. It was very confusing for me when I got them in and maybe I should get in touch with the Engineer.

Supv Berube asked is this the Waterside pond?

Mr. van der Snel responded it is.

Supv Kramer stated It is full of hydrilla and it is not as deep was planned out to be originally and it has got a lot of problems that we need to look at and address.

Mr. van der Snel stated since that is still pending, I do not know if it is wise to do this if we are going to do a reconstruction on the entire pond.

Supv Kramer stated we are going to have to get rid of the hydrilla before we move anything around because we sure do not want to spread that hydrilla.

Supv Kassel MOVED to approve Crosscreek Environmental in the amount of \$2,675.00. The motion died for lack of a second.

Supv Berube stated we are trying to get rid of hydrilla. I do not see any text in any of these that says if we do not get rid of it after you pay us \$22,000.00, \$2,600.00 or \$1,140.00, that the hydrilla will be gone so this becomes ongoing, continuous money suck trying to get rid of the hydrilla.

Supv Kramer stated Brad was telling me that we hired somebody to get rid of the hydrilla on one of the front ponds at one point in time.

Mr. van der Snel stated that was on the Cherry Hill pond, it was SePRO, I want to say they were \$3,500.00, and they used their own products. It worked; they came in and did three treatments. And that worked.

Supv Kramer stated I assume they are still around. Do you mind trying again and working through Mr. Hamstra. Mr. Hamstra maybe you could look at it because it is our troubled pond and bring a recommendation back to the Board at the next meeting.

Supv Berube stated that is the one where they had a chemical that they wanted to try and there were two different price levels because they said if you hit it with a big quantity first it will probably do it but if you go with the half treatment you may need to do it twice. We did the half treatment and it knocked it out.

Supv Kramer stated you will investigate that, and we will bring it back next month.

Supv Kassel stated I know Sitex has the lowest bid but in my research, they have really poor reviews and Crosscreek Environmental had really good reviews.

Supv Kramer stated so I would stick with Crosscreek, SePRO, and maybe David Hamstra can recommend a third.

Supv Berube stated if there is going to be a chemical you will have to get together with Inframark to make sure that if we are going to apply it, we are under our license.

**x. Irrigation / Meters**

1. Directional Irrigation East Entrance Update
2. Insight Irrigation - \$1,500.00
3. Subsurface Solutions - \$950.00
4. We Bore It - \$3,900.00
5. TOHO – Meter Request – Harmony Square Drive
6. TOHO Meter Request – Sebastian & Claybrick

Supv Kramer stated at this point we are almost out of time, for the irrigation meters you have all of the backup information. We have a good handle on this, but we are still waiting for a little more information.

Mr. van der Snel stated this was information for the Board to see what I was working on.

Supv Kramer stated we will deal with this next month and hopefully we will have it finalized.

**NINTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Tentative FY 2022 Budget**

**i. Consideration of Resolution 2021-05 - Approving the Budget and Setting the Public Hearing**

Mr. Koncar stated we have one item on the agenda for approval, Resolution 2021-05. This is approving your budget and setting a public hearing for July 29<sup>th</sup> at 6:00 p.m.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor Resolution 2021-05 approving the budget for Fiscal Year 2022 and setting a public hearing thereon pursuant to Florida Law was adopted. (5-0)

**B. Report on Number of Registered Voters – 2,079**

Mr. Koncar stated there are 2,079 registered voters within the District. That is a report we give you every year and there is no action needed.

**C. Facilities Usage Applications**

**i. George White - Pool Party – Swim Club Pool**

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the facilities usage application for George White was approved. (5-0)

**TENTH ORDER OF BUSINESS**

**Supervisors' Requests**

Supv Kassel asked what the status was with South Florida Water Management District for the invasives?

Supv Kramer responded they have accepted the estimate timetable which estimates that within the next year and a half that we would hopefully have all of the Old World Climbing Fern eradicated from District owned properties. They were accepting of that; we are doing further research as it appears our whole lakefront parcel on Buck Lake although we have eradicated and are following up on that parcel, that was back in 2001/2002 and removed not only from the District boundaries but from the conservation areas also so that is not under their jurisdiction at this point in time, but we want to take care of that anyway and that has been eradicated. They have accepted the report with no feedback. As far as timing, they will be out to further inspect. They seem to understand that we cannot trespass on privately owned property. I got the conservation easement language where Birchwood Acres deeded over conservation easements to the District but did not give conservation easements over those conservation areas to Harmony CDD. Birchwood Acres deeded

Conservation easements over, for enforcement purposes, to the Water Management District. They did not deed them over to Harmony CDD. We have no right to enter those conservation areas still privately owned.

Supv Berube asked by who?

Supv Kramer responded many of them by Mr. Jerman and some are owned and are, actually, there is one on Neighborhood M that is under enforcement action that they have a monitoring plan. Again, in the enforcement, although we are the operating entity, any enforcement on the conservation area has to go to the private landowner at this point in time.

Supv Berube stated the previous Engineer said under that water management edict you have to do it all, that was his opinion.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the meeting was adjourned. (5-0)
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Meeting was adjourned at 7:58 pm.

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Assistant Secretary/Secretary

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Teresa Kramer  
Chair