

**MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, August 26, 2021, at 6:00 p.m. at the 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	Assistant Secretary
Kerul Kassel	Assistant Secretary
Mike Scarborough	Assistant Secretary

Also present were:

Angel Montagna	District Manager: Inframark
Tim Qualls	District Attorney: Young Qualls, P.A
David Hamstra	District Engineer: Pegasus
Gerhard van der Snel	Field Services Manager
Pete Betancourt	Servello
Tristan LaNasa	Young Qualls, P.A.

Residents and Members of the Public

FIRST ORDER OF BUSINESS

Roll Call

Supv Kramer called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Supv Kramer noted comments need to be limited to a maximum of three minutes. This is your time to speak, hopefully respectfully, and we will then move on, this is not a time for back and forth with Board members.

Mr. Barry Unterbrink, 3130 Dark Sky Drive, stated I moved into the community and early 2018, and I want to discuss the footbridges which I know is on the agenda tonight and just offer my comments. I have seen different numbers about what the cost is, so I went out to the western footbridge and looked at the lumber, 102 two by four eight footers, eight two by four twelve footers, the composite is 800 board feet and you have roughly 1,300 linear feet of lumber. I understand the wood supplies on the project is something over \$20,000.00, maybe that is divided amongst the two bridges, I am not sure. It seems kind of high because you can buy eight foot two by fours at Home Depot for \$4.50. The composite planks I think is a great idea, unfortunately it looks some of them have already been installed on the western most bridge and that is kind of

worrisome because the cross-members, the very long boards that go across the retaining pond there, some of those are cracked and they are separated so I am hoping those are addressed; they need to be shored up or another board put underneath there. Secondly, another idea would be could there be some galvanized fitting or something on each of the 12 posts. If you do that and leave a gap you can pour concrete down there those will never come loose. It is an idea, and whether it was part of the bid or not. The concrete, the galvanized wrap, the cross members with additional planks should be observed if it is not part of the engineering. Those are my comments to the Board tonight and thank you.

Supv Kramer inquired if there were any other audience comments.

Hearing none, the next item followed.

THIRD ORDER OF BUSINESS

Consent Agenda

A. Approval of July 29, 2021 – Regular Monthly Meeting Minutes

B. Financial Statements for July 31, 2021

C. Approval of: #256 Invoices and Check Register

Supv Kramer stated the consent agenda involves the approval of our July meeting minutes, the financial statements through July 31, 2021 and approval of #256 invoices and check register.

Supv Leet stated I noticed the receipts were not included as part of the expenditures.

Supv Kramer stated I checked on that and do not know if you can answer that. There was a credit card bill that was paid on August 5th and normally we have an itemized statement of what each one of those purchases from Amazon and everything are. Will that be forthcoming?

Ms. Montagna responded I can get it out before the next meeting once billing sends it to us. It came in after the billing statement so she is going to pull it and I will send it as soon as they get it.

Supv Kramer stated I looked at it on AVID and it was there and available but the information Mr. van der Snel usually provides on what he had ordered from Amazon was not on there, so we need to make sure that is included. Any other comments or questions?

Supv Berube stated a couple of months ago I asked about the Servello bill with the higher than expected pricing on many of the components. The answer from Mr.

Westmark was they built the labor into the component prices. I took that at face value, but here we are this month with some more Servello bills and they are both the expensive components and the labor. I am kind of at a quandary as to why the labor cost of installing the component is built into the price of the component why are we paying the high price for the component and the additional labor on these bills; you cannot have it both ways.

Supv Kramer asked was there any itemization in what the labor was for? Did they maybe do more work?

Supv Berube responded no.

Supv Kassel stated not on the invoices.

Supv Berube stated on the Servello invoices there is a list of all the parts and then it says technician labor six hours at \$65 per hour. There is no documentation as to what components have labor included and what the excess labor is for. I do not know, I cannot tell.

Supv Kramer stated let us ask our District Manager to get with Servello and ask them to further itemize out their irrigation bills.

Supv Kassel stated maybe Mr. Betancourt can address those now.

Supv Berube stated you remember the conversation.

Supv Kramer stated I definitely remember the conversation.

Supv Berube stated his response was more directly sometimes we are going to win with this and sometimes we are going to lose. Okay, I get it but now we are getting bills we are being asked to pay and we still have the high component price and separate labor. All I need to know for my edification is how does this work.

Ms. Montagna asked for component and labor, correct?

Supv Berube responded yes.

Supv Kassel stated they are charging us above retail prices for the components and last month or the month before Mr. Westmark said it is because the price of labor is built into the component price, but then they charged us for the components plus a labor charge in the most recent bill.

Supv Kramer stated I do not know if they are doing additional work other than the components.

Supv Berube stated what would be nice is more documentation on the bill. If we are going to get some components that have labor billed into them, that is fine and if all this additional labor is being paid for non-component work it is hard to know.

Supv Kramer stated it could be if you are doing a break or something. If we can get that information that would be good.

Ms. Montagna stated I will reach out and forward the response I get to the Board.

Supv Kramer stated I was looking at the TOHO bill and was very impressed. It is the lowest it has ever been. This time last year it was close to \$18,000.00 and it is under \$4,000.00.

Supv Berube stated when Maxicom is off for the most part it does not spray much water.

Supv Kramer stated my understanding is you got it working.

Supv. Leet stated that is correct as of after that billing cycle. I think it was two weeks ago that we got it up and running.

Supv Kramer stated it was working before that, but they were not able to access it remotely.

Supv Leet stated they would have to have someone onsite to make adjustments. I do not know how often they are doing that.

Supv Berube stated I am not saying it is broken; with all the rain it is just not using much water.

Supv Kramer stated in the past we were operating it manually, now they have rain sensors and maybe it is picking off more, but that was a screaming saving, so I was impressed. I did have a question on one invoice – it is a McQuagge invoice 4238 for \$499.88.

Supv Kassel stated I thought that it was for rewiring the irrigation.

Supv Kramer stated when I went into AVID to investigate it their explanation was that it was a concrete box that was damaged by a lawnmower going over it and hitting it with blades. I do not know if Servello knows. I presume it would be a Servello lawnmower.

Mr. Betancourt asked can you repeat that?

Supv Kramer responded it is a concrete box; in the explanation on the second page which was not in the invoices, it says a circuiting ground box damaged from lawnmower driving over it and hitting it with its blades.

Supv Leet stated at the west entrance.

Supv Kramer stated yes, at the west entrance. Have you had any of your equipment damaged onsite? I imagine if you hit a big concrete box.

Mr. Betancourt stated I am on the yellow one and Alfredo is on the red one and we have not hit any concrete boxes.

Mr. van der Snel stated I am trying to look it up; usually the invoice has two parts – the invoice and the explanation.

Supv Kramer stated I pulled the explanation off of AVID.

Supv Berube stated you must have talked to the guy about replacing this box; do you remember?

Mr. van der Snel responded this was a snowball effect. The west entrance had no power, irrigation had no power, so I called him, and he diagnosed it. They had to use the locator as there were no as-builts of the area. They figured out that a concrete box, the lid was off and there was a 4-inch square PVC pipe in the middle filled with water. The water got into the wires and pretty much ignited the whole problem.

Supv Kassel stated assembly.

Supv Kramer stated that was a couple of months ago. They gave us a quote for \$1,945 to fix all of that, but then when you were asked to get two quotes the two quotes were not forthcoming?

Mr. van der Snel responded I told them I do not want this quote for \$1,945.00, I can do it for less because they wanted to reassemble the entire camera system and make a box over there; I said I can do that myself so I revoked the quote and that was after they started the first issue trying to find what the problem was with the West entrance electricity. it was kind of a snowball effect then they had to locate where all of the lines were because there were no as-builts, so they had to figure out everything because they did not know the area and then they found the concrete box that was tore up and open which was a safety hazard and we told them to fix that immediately because people could fall in and it had the wires open with water in the concrete box. the boxes are about \$200

official OUC boxes; they are a little more expensive than any Amazon box you would put in because they have to be concrete by spec.

Supv Kramer stated This started back on June 10th and that is when you got the quote, we paid them \$499.72 to put in a 3 pole 30 amp 120 Volt and a photo cell that had burned out because the trees were over it. Right?

Mr. van der Snel responded Correct, it was overgrown.

Supv Kramer stated And then they did some investigation, right, and they charged us \$499.25 for that, and that is where they came up with the \$1,900.00 quote and then a month and a half later we are replacing the concrete box, right, and everything is just under \$500.00.

Supv Berube Stated the concrete box is dated July 17th.

Supv Kramer stated that was originally for \$504.62 but they gave you a \$5 adjustment to keep it under \$500. I would like our District Manager to look into this more.

Ms. Montagna asked if it was hit by a lawnmower did you let Servello know?

Mr. van der Snel Responded, no.

Supv Berube asked How do you hit a box that is subsurface with a lawn mower?

Ms. Montagna stated That is my question.

Mr. van der Snel stated If the lid goes sideways then it grabs it.

Supv Kramer stated But you would know it.

Supv Berube stated hitting it with a lawnmower seems like a stretch.

Mr. Betancourt stated y guys have not reported any damage to any lawnmower. All of our lawnmowers are operational. If a lawnmower hits a concrete box it is either going to break the blade or the spindle and our mowers are perfectly fine.

Supv Berube stated I suspect that our electrician made a far-reaching assumption.

Supv Kramer stated If we could check into this, I would appreciate it.

Supv Kassel asked Are we approving the consent agenda with the exception of the Servello invoices for irrigation and the McQuagge invoice?

Ms. Montagna responded they have already been paid so what you would do is ask me to look into them which is what I am going to do.

On MOTION by Supv Berube seconded by Supv Kassel,
with all in favor, the consent agenda was approved.

FOURTH ORDER OF BUSINESS

Old Business

A. Buck Lake Committee Meeting April 6, 2021

Supv Kramer stated I provided the minutes for the Buck Lake Committee meeting held on April 6, 2021 for your information. For some reason the Harmony West District Manager wanted this Board to approve those minutes and I am not sure how you can approve minutes to a meeting you did not attend and have no knowledge of so at this time I would just offer them for your recognition and information.

Supv Berube stated There seems to be, when you read between the lines, there seems to be a bit of tension between certain parties.

Supv Kramer stated Harmony West is a Developer Board. I think at the last meeting we smoothed all of that over. There was another meeting schedule and they cancelled it and have not scheduled another one until October 21st, they have also cancelled their Harmony West CDD meetings, I do not know what is going on over there. I think more of it is on their side and trouble they are facing. I do not know what those are, but we will go with the flow. My only issue right now is that we are finished with maintaining Buck Lake because they insisted on having a third party do the maintenance but there is no contract with that third party to maintain it and October 1st is when our care of the lake stops so at this point, and again, it will be 21 days, at least, until we have the next Buck Lake Committee meeting and then the recommendations from that meeting have to go out to our individual Boards.

Supv Berube asked Has there been a meeting since the one documented here?

Supv Kramer responded Yes.

Supv Berube asked Was it a nicer atmosphere?

Supv Kramer responded Yes, it was much nicer. There were only two of us in the room, the others were on the phone. The gentleman, Jay Baker, from Bio-Tech did show up, and everybody was a little less contentious. I am not sure; we can talk about Buck Lake more later and see where we go from here.

FIFTH ORDER OF BUSINESS

New Business

There being none, the next order of business followed.

SIXTH ORDER OF BUSINESS

Subcontractors' Reports

A. Servello

i. Grounds Maintenance Status

Mr. Betancourt stated I will give you an update on irrigation. The proposal #5564 which was the \$6,000.00 proposal, I spoke with Mr. Westmark this morning and it has been completed. The two mainline breaks that I submitted to Inframark recently, one at Five Oaks and the other at Buttonbush, were worked on today, so tomorrow I will be turning on the water. The tree work is not done, they will be back on Monday to continue treating the Sycamores. For the tree cutting, they were here Monday and unfortunately two of our main cutters came down with COVID and it has shut that down for now. Mr. Feliciano is going to do the schedule again and will send out a crew Monday. They had started on Buttonbush and went down the street. They did not complete it and that is where they are going to continue.

Supv Kramer asked Are we getting notification out to the residents so that cars are not parked in the street.

Mr. Betancourt responded I am not aware of any. Mr. Feliciano is out sick and when he comes back on Monday, I can ask him what we are going to do if there is a car parked underneath? Do we go knock on their door? I know last year...

Supv Kramer asked Didn't we put some sign up or something?

Mr. Betancourt responded I have not seen any.

Supv Kramer stated If not last year, the year before.

Mr. Betancourt stated Last year when we did the boulevard, Leland, our main cutter, went up to a lady's house on Cat Brier, knocked on her door and it was not pleasant.

Supv Kramer stated I do not think that is the position we should be putting you all in. I think our Field Services folks need to either put some notices up on the streets to let people know. It would be a shame that we are spending all this money on tree trim and then they cannot do their job because of cars.

Mr. Betancourt stated Driving through today, there are a number of cars parked on the streets.

Supv Kramer stated We still have a lot of people working from home because of COVID and other issues. We need to ...

Ms. Montagna asked Do we have a mechanism to get notices out to the residents or do we just put it on the website?

Supv Kramer responded I would not rely on Facebook or our website.

Ms. Montagna stated We do not post on Facebook. How else have you used to get word out?

Supv Kramer responded, Sometimes we send e-blasts using the HROA.

Supv Berube stated, The only effective way is to use the HROA and do an e-blast.

Supv Kramer stated The other way would be to post some signs.

Supv Scarborough stated, I think signs are more effective.

Supv Kramer stated, The signs would probably be the best; people will see them.

Ms. Montagna stated, Typically, just for future reference though, the District does not have a mechanism that you currently use to get information out to your residents.

Supv Berube stated no.

Ms. Montagna stated, You would partner with the HROA and they would do an e-blast; which is what most districts do.

Supv Berube stated, E-mail blasts, mail or whatever, but you have got to have direction, we only have about 80% coverage on the e-blast and probably 50% of the people never open the email.

Ms. Montagna stated, So I think, Mr. van der Snel, lets put some signs out saying tree trimming is happening maybe at all the major entrances.

Supv Berube stated, Signs are the way to go. For people that don't speak English, put a picture of a car on the sign with a tree coming down on it.

Mr. Betancourt stated, I think if you are going to do signs whatever street they are going to be doing trimming on, it is going to take them a week on the street.

Ms. Montagna, Asked are you checking in with Mr. van der Snel when you get onsite to do the tree trimming so he knows what streets?

Mr. Betancourt responded, Yes.

Supv Kramer stated, They have a schedule that I was supposed to get a copy of but I have not seen it yet.

Ms. Montagna stated, I have not seen a schedule.

Supv Berube stated, If we just have a few universal signs made, give them to Servello, then they can post them wherever they are working and take them to the next street. If they have to move they bring the signs with them, then it's on Servello.

Supv Kramer stated, The sign needs to be out the day before.

Mr. van der Snel stated, I can get a foldable sign and have a printer...

Supv Berube said a sandwich board.

Supv Kramer asked, Are you going to start trimming again Monday?

Mr. Betancourt responded, Mr. Feliciano is going to send a crew Monday. If the schedule does not change, they will be here Monday, if for any reason it gets moved...

Supv Kramer stated, It sounds like we may need time to get the signs to put up so if you do bump back a week we are not going to cry about it so we can get the signs out..

Supv Berube stated, In prior years you tracked which trees did not get done and went back out and did catch up if you remember, with pink ribbons.

Mr. Betancourt stated, That is the first year I came, in November if I recall.

Supv Berube stated, The point is when you are trimming these trees, you will know, but just keep track of which streets you were on and when we do get the signs we should have a better compliance rates.

Mr. Betancourt stated, Lets do the pink ribbon thing again.

Supv Berube stated, We also need the signs.

Supv Kramer stated, Our residents are in an uproar and I have got to tell you I cannot blame them because we have no mechanism for them to give you permission to go ahead and trim on their side. I would be more than happy to give you permission to trim on my house side and if it drops in the yard okay maybe a couple of blades of grass get dented or a bush, but we do not have anything to hand them, we need something to give our residents the ability to give you guys permission to properly trim our trees instead of trimming the street side only and then they butcher the other side.

Mr. Betancourt stated, Like happened on Cat Brier.

Supv Kramer stated, Yes, Cat Brier and many other streets. We are going to end up losing our trees. I cannot stress it enough; we are killing our trees between us and the residents. Does this Board want do at least attempt to allow our residents to say I am more than willing for Servello to trim the whole circumference of the tree and waive any liability to the CDD and Servello.

Supv Berube stated, We had that conversation previously. Counsel was very hesitant to do that and I know Mr. Feliciano was, we are not going on private property. He may have changed his attitude, but I doubt it.

Mr. Betancourt stated, There is a lot of liability when you go somebody's property.

Supv Berube stated, We have had this conversation.

Supv Leet asked, Is there no way it could be done with a cherry picker, that could still be done from the publicly assessable area, but trimming something, we would still need buy-in from the residents?

Mr. Betancourt responded, If a big branch is going towards the house you are going to cut it and let it drop.

Supv Kramer stated, I think there are ways to do this and I am sorry that this tree trimming is going to go by and we are still, because people are entrenched, but maybe we need to look to a different company who is more willing to work with our residents in the future and come out with a better resolution. I am very disappointed in everybody all away around that we cannot make this happen for our residents and our trees.

Supv Berube stated, If you read one of the posts today, a lady let the cat out of the bag that she was happy because when they went down Buttonbush they trimmed all the way around all of the trees as they went.

Mr. Betancourt stated, We have a lift this year; last year we did not. What they are doing up to the 14 feet which is our contracted height, as they are trimming, they are probably grabbing the branch and throwing it out and not letting it fall. What I am referring to

Supv Berube interjected, I understand.

Supv Kramer stated, We do not have any that big. I understand even that big can be a problem. I am hoping you guys will take that extra step; I guess that is what I am stressing to you.

Mr. Betancourt stated, The trees they are cutting do not have any major branches like that because the branches are further up.

Supv Kramer stated, Our inside trees and Sycamores are much better than the Oaks out front.

Mr. Betancourt stated, What they are cutting is like 1¼-inch / 1½-inch size branch. You can hold that with one hand, cut it and throw it back down.

Supv Kramer stated, Once we get a true trimming where we can pull it back off the houses so it is not rubbing on the houses and things, once we get that done then that is all we are going to have to do to maintain; it will be easy to maintain. I stress do the best you can and cut as much as you can away from the houses while properly pruning and keeping our trees healthy.

Mr. Betancourt stated, The other thing is Lakeshore Park. I was not here for July and do apologize, it was a crazy month. My father-in-law passed away of COVID, my wife is still a little bit not there yet. So, Lakeshore Park, the garbage can and the two dog potty stations got mulched.

Supv Kramer stated, I saw the pictures, they are beautiful.

Mr. Betancourt stated, I did the end of the bridges. I do not know if there once was mulch there or was not, but I went ahead and did them.

Supv Kramer stated, It looks very nice, I appreciate that. There is a large tree on Blue Stem that you are going to be working up a quote, the one I sent you pictures.

Mr. Betancourt stated, The Sycamore.

Supv Kramer stated, We have a Sycamore that is sicker than our ones being treated. This one is ¾ dead and things are falling off of it as we speak. You will be able to get with our Field Services staff and Inframark and work out an arrangement.

Mr. Betancourt stated, Being that the arborist is there already they will expedite it a little bit. It is something I will bring up to Mr. Feliciano.

Supv Kramer stated, Thank you.

Mr. Betancourt asked, Any questions or concerns?

Supv Berube stated, I have a general concern. The overall property is not looking very nice.

Mr. Betancourt stated, I agree with you.

Supv Berube stated, Really not very nice. We see the reports from Inframark that comes as part of the package with the as we call them observations. My concern with this report that we get from Inframark is that it is very nice but it does not, to my view, there does not seem to be any follow up and many of the things that were in last month's package regarding landscape still exist exactly the way they were because I provided

many of those views to our field services manager and asked him to look at it. I understand that you guys have more problems with COVID and then half the rest of the world, you have a lot of COVID people or so it seems, but residents are complaining that ponds are not trimmed, they complain about this, residents tend to complain and that is okay, but they have a point and you just agreed that the property does not look good. Are you short of staff? What do you need to get it back to where we need to be?

Mr. Betancourt responded, We are currently working on it.

Supv Berube stated, Do not get me wrong I see you out working all the time which we appreciate, but you are only one guy out of a crew of what should be four or five.

Mr. Betancourt stated, I have them do different things on different days. On Tuesday I was up in DeBary because our Gator broke down, so I took it up for the mechanic to look at.

Supv Kramer interjected, Mr. Betancourt I appreciate it.

Supv Berube interjected, The bottom line is you are aware of it.

Mr. Betancourt stated, I am aware of it and we are working on it.

Supv Berube stated, We will carry the commentary to next month for further review. How about that?

Supv Kramer responded, Thank you.

Supv Berube stated, Thanks for coming out.

Supv Kassel stated, Thank you. Condolences to your wife.

Supv Kramer stated, Again, I want to compliment on the lower irrigation bills. Last year at this time our irrigation/water bill was \$18,000.00 this year was a closeout bill and it was under \$4,000.00. Kudos on that.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

i. District Engineer Report

- a. Reserve Study
- b. Footbridge Repairs
- c. Garden Road and RV Parking Lot
- d. Cherry Hill Rear Yard Swale Repairs
- e. Billy's Trail
- f. Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways

g. Milkweed/Dark Sky Concrete Work

Mr. Hamstra stated, I am going to follow along with my district report, there are a few things that I have added to the end of it based on when it was due for today's date. For the dog park we had a pre-construction meeting last week, Thursday, with the County and the contractor, it went very well. As soon as you approve Chapco's agreement tonight they committed to starting next week with the work. Mr. van der Snel and I are working with TOHO Water Authority and I need to get direction on how we should pay the \$350.00 to TOHO Water Authority to get the meter ordered and installed.

Ms. Montagna stated, Mr. van der Snel can pay it on his Inframark credit card.

Supv Berube stated, If this is for TOHO we have an account.

Ms. Montagna stated, This is for a new meter and they will not bill it.

Supv Kramer stated, The dog park we need to approve, and I know they are with Counsel's business, but if we can take care of it now, I would be more than happy to do that. In your agenda package under District Counsel business is an amended contract for Chapco Fencing for \$18,500.00. Pro rata it is still considerably less than the other two bids we have. At this time, I would be glad to entertain a motion to adopt that and authorize the Chair to sign the agreement with Chapco.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, the Chapco Fence agreement in the amount of \$18,500.00 and authorizing the Chair to enter into the agreement was approved.
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Ms. Montagna addressed a work order to do some concrete work. The Board needed additional quotes for some stuff that KoPac gave a bid and left off some stuff after the County came back. Inframark provided a bid and we had to wait for concrete pricing, which has gone up.

Mr. Hamstra stated, That is a separate location. You gave me two proposals one for Five Oaks and another for the concrete work for the dog park.

Ms. Montagna asked, That total is?

Mr. Hamstra responded, \$5,980.00 for the concrete pads for the benches, the sidewalks and the two box entrances at the park.

Supv Berube asked, Is that an outside contractor?

Mr. Hamstra and Ms. Montagna responded, It is Inframark.

Mr. Hamstra stated, I reached out to KoPac at least six times, if not more, and they never called me back or emailed me back so I kind of cut them loose and reached out to Inframark to do a bid on the concrete for Five Oaks as well as the concrete work for the dog park.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the Inframark proposal for the dog park concrete work in the amount of \$5,980.00 was approved.

Ms. Montagna stated, Mr. van der Snel will be installing the dog stations.

Supv Kassel stated, The Doggie-Pots.

Mr. Hamstra stated, The next item is the Five Oaks crosswalk. Since the last meeting the County fixed the area that was not draining properly. Again, I reached out to KoPac at least six times, if not more, with voice messages and emails and never heard back. I had to submit my agenda last week, so I reached out to Inframark to please provide a proposal for the concrete work for the crosswalk ramps and sidewalks. The price was \$9,594.00 for doing all the work to finish up that intersection.

Supv Berube asked, What was the KoPac price?

Mr. Hamstra responded, Their May proposal was \$4,200.00. I was calling back to add the additional concrete work necessary for the ramp that had to be removed to fix the corner drainage and I could not get them to respond.

Supv Berube asked, Did we not sign a contract and then delayed it?

Mr. Hamstra responded, We delayed it simply because we knew we were going to have the County fix it and then we put them on hold and when I reached back out to reengage them that is when I could not get any answer.

Supv Berube asked, Did we sign a contract or held the contract?

Mr. Qualls responded, As I recall they refused.

Supv Kramer stated, No, they signed it and I signed it and we just held it in-house until the County work was done.

Mr. Qualls stated, Well then, we have a contract.

Supv Berube stated, That is exactly why I am asking.

Ms. Montagna stated, It still would need to be revised.

Supv Kramer stated, They do not have to do the other ramp, Inframark could do

the other ramp.

Supv Berube asked, Did KoPac get a signed copy of the contract?

Supv Kramer responded, No, they did not.

Supv Berube stated, Oh, okay.

Supv Kramer stated, Again, they signed it first, I signed it, then all of the sudden the issue with drainage came up.

Mr. Hamstra stated, So we put them on hold.

Supv Kramer stated, We put it on hold again, so it is the Board's choice whether we want to enforce this contract.

Mr. Qualls stated, That is right.

Supv Kramer stated, The question is – is there any trigger in it about when it has to be signed?

Mr. Qualls responded, Not signing and we typically have a provision that you all may terminate with 30 days' notice.

Supv Kramer stated, However, I do not want to get in a spitting match with them.

Supv Kassel asked, Is there any provision in the contract for non-responsiveness?

Mr. Qualls responded, It is not necessary, you could just terminate without any reason.

Supv Kramer stated, If we have not delivered it to them.

Supv Berube stated, To be clear we have a contract that is on hold and the price is going to double from the contracted amount with KoPac to having Inframark doing it, is that correct?

Supv Kramer responded, It sounds like it, but then again Inframark is also doing additional work because there was an add on for an additional ramp. The original work was the two ramps and cutting the curb in. Inframark is adding a third ramp so they are increasing the work by 50% approximately so you would expect to see it at \$6,000.00 plus on a pro rata basis.

Supv Berube stated, I just wanted to be clear as to all the specifics.

Supv Kramer stated, Concrete has gone up.

Mr. Hamstra stated, I am not going to speculate maybe they are not calling back because concrete has gone up and they do not want to do it for that price. All I wanted back was just an acknowledgement and when I told them I had a Wednesday deadline, I

need to know, she said John will call you.

Supv Berube stated, It is clear in my head that it is getting more expensive.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the Inframark proposal for concrete work at Dark Sky and Five Oaks crosswalk in the amount of \$9,594.00 was approved.
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Supv Berube stated, What we just did is gave Inframark two contracts for concrete work both at about \$9,500.00 apiece.

Supv Kassel stated, No, it was \$5,980.00.

Mr. Hamstra stated, It was \$5,980.00 and \$9,594.00.

Supv Kramer stated, In the future, even though Inframark has the concrete service, I would like us to get multiple bids. As I recall on this concrete one, originally we had three bids – KoPac, Arrow Concrete, but we had a bad experience with Arrow recently and we do not really want to go with them, and the third was substantially higher than the others, so Inframark may be right in the ballpark. In the future we need to look, these two projects have been lagging so we need to move expeditiously.

Mr. Hamstra stated, For the reserve study we met with Florida Reserve Study and Appraisals last week, Mr. van der Snel and I, and did about an hour debriefing. Mr. van der Snel did a great job with all of his historical knowledge and I gave them a tour of some of the critical facilities, they stayed behind to take some pictures and we forwarded them some information that they need. They have asked that anybody who can think of anything they want them to include in their draft report, to do it sooner rather than later because they do not mind changing the draft but it would be easier to put it in now while they are creating the draft. I think it went very well; they were very pleased with the way things are being done out here.

For the footbridge, as you know Dock-ers has started the work, we have come across some undermining of the concrete approaches on the footbridges. We asked them to hold off before they got too far along just see if we can do something underneath the pad before it gave way and while the area was exposed. We gave them some alternatives for joints sealers and some flowable fill to fill the gap and they came back with a \$2,858.00 change order which I think is fair compared to what is out there on the market. We would like to make a request to get approval for the contractor to do a change order

to take care of the erosion underneath the concrete pads before they get too far along on the western footbridge.

Supv Berube asked, Can I ask you a question about that?

Mr. Hamstra responded, Yes sir.

Supv Berube asked, When they came out here to give us the original price on doing these footbridges, that erosion was there and the reason they did not notice it is that they did not take the time to lift some boards off and get a look under the concrete pad. Once they lifted the boards off, they see the erosion under the concrete pad. Why should we be asked to pay an additional \$2800 to fix what was out there in the open and except for their lack of desire to spend a little time and get a look at it and then they would have known and put it in the original bid? Why should we spend, you know last month you told us that Arrow Paving knew or should have known about the extra concrete and you said we should not pay that, and I agree, but now we have this that is out in the open that they should have seen.

Supv Kramer stated, I am going to call it here. I have been watching those footbridges like a hawk, I noticed the erosion under the bridge, but again we had dumped dirt on the sides to try to cover the erosion or stop the erosion. I do not think that any of us predicted was that the water was going down in between where the expansion joint filler is no longer in and that erosion is not just surface erosion that they could have seen by pulling up a board or two, that erosion goes over a foot underneath that concrete. I was down there, and I measured it myself and I do not think that anybody predicted that amount of erosion in there at those footbridges.

Supv Berube stated, My point is when they lifted the boards off, they noticed the erosion had they lifted the boards off they would have seen it.

Supv Kramer stated, We had five reputable dock companies bid this contract and not a single one of them was predicting that this problem existed.

Supv Leet stated, They all had restoring existing slope beneath existing dock, the geo-tech and all of that but they were not referring to the extra washout.

On MOTION by Supv Kassel seconded by Supv Leet, with Supv Kassel, Supv Leet, Supv Kramer and Supv Scarborough voting aye and Supv Berube voting nay, the Dock-ers Change Order #1 in the amount of \$2,858.00 was approved.

Supv Kramer stated, A quick sidenote, Supervisor Leet just advised me he looked it up, the third bid we had for the concrete work was \$20,000.00, so I think Inframark's bid at \$9,594.00 with the additional ramp is a prudent bid.

Mr. Hamstra stated, Next topic is Garden Road and RV parking lot. We have inquired with Osceola County where things stand because Mr. Boyd made a submittal on May 27th to Osceola County, the check has cashed and they actually got a receipt of the application, but it appears based on our conversations with the County they actually did not receive the construction plans. We went through Mr. Boyd's files that he provided to us and we came across the Garden Road and RV parking lot plans, they appear to be incomplete. There was a survey done and there was an attempt to show the parking in the fencing and things like that so we confirmed that the County did not have those. In order to expedite the Garden Road with continued erosion and poor driving conditions I would like to make a recommendation that we separate the two projects to expedite the Garden Road and get it approved and permitted by the County and have the RV storage follow independently after the Garden Road. I had my guy take Mr. Boyd's work and get started on the layout to accommodate FGT comments and concerns on the width of it. We have redesigned the pull off areas to make them longer for pickup trucks pulling boats or big RV's to fit into, something bigger than 10 by 30. We are laying it out and we are missing some subsurface information, meaning the extensions of the gas main as it gets closer to Five Oaks Drive, missing some topo, so we have started with Johnston's Engineering boundary work. We laid out the road, but we do need some supplemental topographic information on the gas mains and the subsurface. I got a ballpark number from Johnston's surveying. I can catch up the proposal, but I just called him yesterday and he gave me a not to exceed of \$4500 to finish their topographical work from Five Oaks up to the gate for the RV storage. We are not going to stop the Garden Road where you take it to the garden, we are going to take it all the way up to the gates to the RV storage.

Supv Berube stated, We provided an easement to Harmony Central six or eight months ago.

Supv Kramer stated I made him aware of that.

Supv Berube stated, Harmony Central is coming right through there so they are going to dig it all up.

Mr. Hamstra stated, We are going to obviously try to coordinate our calendars because the last thing I need to do is build it and they rip it up.

Supv Berube stated, As long as you are aware.

Mr. Hamstra stated, If you are okay with us breaking out the Garden Road for now from Five Oaks to the entrance gate of the RV storage and expediting that, we are going to circle back with FGT and then if I could get for discussion and consideration for the supplemental survey work from Johnston's who did the boundary work to finish the topographical work so we can get the plan submitted to the County probably within a couple of weeks after they get done.

Supv Kramer asked, Is the County okay with you separating them out?

Mr. Hamstra responded, I have not officially, we are still trying to get Mr. Boyd's name off of all of the information so they will allow us to talk to them freely. We got that cleaned up on the dog park and now we have to get it cleaned up on the RV storage and the Garden Road. The reason I like to separate them also is that the RV lot kind of gets into the PUD, the land use setbacks and things like that where the Garden Road is more of a maintenance issue so I am hoping they can expedite that without having to go to the formal PUD type review process. We are trying to get some dialogue with somebody so all of this email back and forth.

Supv Kramer stated, The PD has already been officially changed; they have given us all of the approval and everything.

Mr. Hamstra stated, I saw that letter in the files.

Supv Berube stated, Amy Templeton from the County has been out and looked at what we were trying to do with the parking lot area and the fencing for all of that and that is where most of the requirements came from.

Mr. Hamstra stated, I will start with her then.

Supv Berube stated, As an extension of what I said about Harmony Central, I believe when we granted the easement that one of the conditions was that Harmony Central would pave that area of the road.

Supv Kramer stated, No, no, no, not pave.

Supv Berube stated, Resurface it.

Supv Kramer stated, Granted it is before my time, but I researched it and the only thing you extracted from them was regrading not repaving. Unfortunately,

Supv Berube stated, Whatever, there needs to be some coordination.

Supv Kramer asked, Do you need any action by this Board at this time?

Mr. Hamstra responded, For the supplemental survey services, NTE \$4500.

Supv Kramer stated again, We have our procurement policy and it would help to get another quote on the survey work; sometimes the price goes up if they are a single source. Two quotes if they are under \$2500 will get it done, if it is over, we will need three quotes.

Mr. Hamstra stated, To be honest with you on this one since Johnston's did all of the boundary work if I get quotes from two other guys they are going to want to do the boundary work and the supplemental topo; and I am sure you will be paying more but if that is the Board's wish I will do it.

Supv Kramer stated, I just noticed that in the past Johnston's price dropped significantly when we have somebody bid against them, so if you can tell them to sharpen their pencil and get us a good quote on that I would appreciate it unless the board has something different to say.

Supv Berube stated, Johnston's seems to be the low-price provider or way out there high on their pricing, it goes back and forth for whatever reason.

Mr. Hamstra stated, I have used Southeastern Survey out of Orlando, but I know they will charge more if they have to come down here to do the work.

Supv Kassel stated, There is also Kissimmee Valley Surveying; I have used them at my property.

Ms. Montagna stated, If you get a new company, they are going to want to redo the boundaries.

Mr. Hamstra stated, Nobody is going to want to inherit somebody else's work without doing their own stuff.

Supv Kramer stated, The problem that we have is that the flags that we were trying to keep in place are gone now. We are going to have to get the FGT folks back out, I have his card so remind me at the end of the meeting and he will come back out and flag that so we can make sure where we are.

Ms. Montagna asked, Was there a motion? You put \$4,500.00 but he was going to ask that to sharpen their pencil but are you moving forward with that?

Supv Kassel stated, I am a little confused. We are asking them to provide us with a new bid by sharpening their pencil or are we just asking them to...?

Supv Kramer responded, They have a not to exceed of \$4,500.00 but they are going to do it on an hourly basis.

Mr. Hamstra stated, My guy gave him the scope of work and said I know you do not have time for a proposal but can you give me a ballpark number that I can take to the Board, and the surveyor said \$4,500.00 and it should not be more than that. I can tell Rick to do your best to get it below \$4,500.00; I will do what I can.

Supv Kramer stated, I think he did all of the survey work for that road and I want to say it was under \$2,500.00.

Mr. Hamstra stated, We are also going to ask him to do an additional gas main and things like that. I will express the Board's desire ...

Supv Kramer stated, If he wants to continue to work. I would entertain a motion to provide that at this time understanding that they would up to \$4,500.00.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, Johnston's for topographic survey work for garden road in the amount of \$4,500.00 was approved.

Supv Kramer stated, That road is a mess and it needs to be fixed.

Mr. Hamstra stated, the next item is Cherry Hill Road rear yard swale. At the last meeting we were going to prepare a draft letter to the homeowner at 3170. Since then there has been some reluctance to do so, I guess to avoid neighbor issues. One suggestion is Inframark just fixes it and then charges the homeowner for the work. Mr. Qualls or Mr. LaNasa can talk about it or the Board or direct me how best you want to handle this one issue at 3170 Dark Sky Drive.

Supv Berube stated when you say reluctance to issue a letter; expound on that a little bit.

Mr. Hamstra stated the person that lives next to the home that caused the problem, does not think us writing a letter will get it done quickly. In writing a letter to them there

may be a lot of wasted time back and forth. If we could go in, fix it and back charge them for the repairs.

Supv Berube stated, The address you are mentioning has been problematic for some period of time. That might be a good assumption that sending a letter is going to get ignored, maybe, based on what I know. If there is some alternative, if expediency is key in the wet season to keeping drainage you might be right to take some alternative measure.

Supv Kramer asked, What is the cost to fix it? is there a lot of work to do?

Mr. Hamstra responded, It is a small bobcat, ripping up the backyard, regrading it, resodding it, but everybody is so busy right now if Mr. van der Snel has some contacts with some small local guys that have the equipment to do it.

Supv Berube stated, To that point, didn't a pool contractor go in and regrade one of those?

Mr. Hamstra responded, At 3136.

Supv Kramer stated, That is not done, they are still working out there and still getting in that swale. Hopefully, it will stay done. It is the longest pool job I have ever seen.

Supv Berube stated, My point is that contractor may be willing to move down 12 lots and redo the swale there, if what they did at 3136 was acceptable and he is a local guy.

Mr. Hamstra stated, Mr. van der Snel and I can talk to him to see if he is willing to do something on the side.

Supv Berube stated, He is a cooperative guy and he lives here so he may be willing to take care of that issue for us. It might be the most expedient way of getting it done. Along those line, the HROA put notices in the file for all those addresses you provided on the north and south flow so no rear yard changes to drainage can take place; we will be notified as will the County.

Ms. Montagna stated, If that contractor decides to do that work, the District is going to be billed and then we are going to try to recoup from the resident?

Supv Berube responded, I would believe that would be the process.

Ms. Montagna stated, Okay. I just wanted to make sure so that I have it straight.

Supv Kramer asked, Do we have any mechanism other than suing them?

Mr. Qualls responded, No, and I would at least put the property owner on notice that either they can get it done or here is what it is going to cost for us to get it done.

Supv Kramer stated, Maybe we should send a preemptive letter out once we know what the gentleman would charge us and give them a short timeframe. If you will let Mr. Qualls know the price, he can draft a letter and short notice to get it done because we need those swales to drain.

Mr. Hamstra stated, We are going to document going forward that puts them on notice of what is going to be done so we do not have this occurring on future pool projects.

Supv Kramer stated, On that same vein I will throw this out, I was out in the area between Feathergrass and Middlebrook and there is a pool going in there are 3451 Feathergrass, there is damage right where the access cut is and again there is dirt flowing downslope towards the stormwater pond from that construction site. We have that issue so if Inframark can get out there and review that. We need better documents. The only thing I can think of is they need to put up a bond, the pool operators know about bonding, if we can figure out that mechanism before we give them permission to cut across our property and tear it up so that we can be sure these damaged areas are corrected properly.

Supv Kassel stated, And paid for.

Supv Kramer stated, If our attorney can research and get something like that and pretty quick because they are popping up everywhere.

Supv Berube asked, What is the mechanism for us to find out that somebody intends to put in a pool or do other rear yard work?

Supv Kramer responded, I thought you said they had to get approval from the HROA.

Supv Berube stated, They do, but the HROA has no...

Supv Kramer stated, But aren't they going to notify us that they are going to put in.

Supv Berube stated, For the ones on Dark Sky, yes, but if you want a general notification to anybody who lives on a pond

Supv Kramer stated, Anybody who is going to access our property and run trucks. They destroyed that area between Millbrook and Feathergrass on the front of the pond already.

Supv Berube stated, I understand that, but the HROA has no mechanism to know who is going to access on CDD property unless the engineer or somebody here can come up with a list of addresses that will be subject to this and all of the files get notated.

Supv Kramer asked, Mr. van der Snel, how do you notify contractors? How do you deal with this now?

Mr. van der Snel responded, Usually the resident or the contractor contacts me and says I am going to put in a pool and they usually have an easement agreement on file they use for other purposes to, say for residents that need to go between the houses. They give it to the resident, the resident has to sign it because at the end of the line the resident is responsible for any damage done during the project because that is an agreement the resident makes with the contractor. I use to work with Regatta Pools, they had the form that I sent to Inframark for evaluation, it is just an agreement that says the CDD hereby agrees that you can have access over CDD grounds however, the owner or the contractor...

Supv Kramer stated, If you will send that to Mr. Qualls so he can beef it up and make sure we either have a deposit from them for the amount of the possible damage or a bond or something that we have the ability to access without having to go to court.

Mr. Hamstra stated, Next item is Billy's Trail. I met with Supervisor Leet last week, after our site inspections and we walked the areas that need some attention, we are now creating an exhibit with the new platted lots in relationship with the realigned trail and we are going to highlight the areas that need to be culverted, ramped up, or access issues, and a new gate and we will come back next month with how you want to handle that for that work to actually get done.

Supv Kramer stated, One issue, there was some stuff on Facebook about how to access Billy's Trail which encouraged people to trespass through a construction zone on private property; that needs to be corrected but it needs to be corrected by somebody who really knows that trail. Supervisor Leet would you?

Supv Leet responded, Yes, I can work on...

Supv Kramer stated, Just a brief blip with a little map showing them how to access that trail.

Supv Leet stated, I have already got some maps drawn up...

Supv Kassel stated, There is a problem there in that where the CDD part of the trail comes to meet the ForeStar.

Supv Leet stated, the first part of it is still SunTerra.

Supv Kassel stated, That property where they built up their lots, I think that they encroached on CDD property so there is no way to access to the ForeStar property to get from the end of the CDD property to the gate because there is just a huge mound of dirt.

Mr. Hamstra stated, I worked with Supervisor Leet and we picked a new way around that.

Supv Kramer stated, So we should have enough property.

Mr. Hamstra stated, We just have to carve a new place that is safe to get from the lower ground to the higher ground which is quite a steep area.

Supv Kramer stated, I think they are actually not on our property the way it is configured. You and he can take care of that.

Mr. Hamstra stated, Neighborhoods C-1 and C-2 milling and resurfacing, I was able to find Mr. Boyd's sanitary sewer files to insert into the alleyways because there are manholes everywhere that any contractor in the future needs to know of so they can make sure the milling and resurfacing matches the tops of the covers. So now with that I can get started on the bid documents and the bid schedule so you guys can advertise that between now and next meeting to get some bids from qualified milling and resurfacing contractors.

Two things I have added – I finally got feedback from Stefan with SFWMD that they seem to be pleased with the CDD's efforts to stay on top of the Old World Climbing Fern. They realize Mr. van der Snel and Brad are taking on a really big issue. They know we are doing our best and they will continue to monitor it with the helicopter and the inspections to see if it is getting out of control, but this visit went okay.

Last item, I got ahold of somebody at the County repaving program so they can fix localized drainage. Osceola County, for some reason, unlike other cities and counties, does not put out a five-year repaving program publicly. They do, on October 1st put out a list for that current fiscal year, so he ask that I call them after October 1st to see what the new list is and also if any roads in Harmony are on the list and I will report back.

Supv Berube stated. You touched on it before, we have the RV parking lot and as that goes forward, part of that repair is that it needs to be fenced. I brought this up

before, we have \$8,800.00 out with Straightline Fence for the down payment on the original fence from more than two years ago. I do not want that to become forgotten and maybe it is time to do something to make sure that we are still in good stead with Straightline Fence whether we use them or not and maybe it is time to ask for that money back because we have not shown any affinity towards Straightline Fence with any of our projects. The fact of the matter is we still have \$8,800.00 out there and we have not done anything with it since it started.

Supv Kramer asked, Mr. Qualls can you look into that? I presume if we used the regular contract, I think it required them to get permitting and they could not get permitting and they should have refunded us the money back.

ii. Change Order #1

Mr. Hamstra stated, Change Order #1 When I started with you all, we proposed doing certain work for \$15,000.00, but we have exceeded our initial authorization so I am asking for an amount of money to get us to the end of your fiscal year and we can reassess come October 1st. The request is for Change Order #1 to continue our services at the pace we have been going for \$17,500.00 for the months of August and September.

Supv Kassel stated, I found the information in the agenda package confusing. You had an approval for up to \$15,000.00 is that correct? What are you requesting now?

Mr. Hamstra responded, The first two invoices we gave brought us in like \$4,000.00 above that \$15,000.00 and when I worked on the next recent draft invoice is when I went from below budget to over the budget and is why I had to sit on it so it is for \$17,500.00 and includes the \$8,500.00 I am over now plus the finish up services at the end of the September and October.

Supv Berube stated, So what you are telling us rather than \$15,000.00 which should have carried you through the end of the fiscal year it is going to take \$32,500.00 based on your current estimation.

Mr. Hamstra stated, Correct.

Supv Berube stated, I have to tell you I like your work, I am thrilled with your work, your documentation and everything, and don't take this the wrong way, but we are spending a lot of money with your firm. I get it, nobody works for free.

Supv Kramer stated, I do not think anybody here would argue that we have been working him hard. We have been asking a lot of our engineering firm and all these projects. I think you will find, as we move forward, that we will end up saving more money on getting the projects done right by not nickeling and diming our engineer. We can compare our engineer's cost, pardon me Mr. Qualls, with our attorney's costs and he is still cheap compared to what we had in the past paid our attorney and he can help us avoid attorney's fees. I think for starting out new in the project and getting it straight and although it is a lot of money, I think it is money extremely well spent. The only thing I would ask is if you could help us out, when I reviewed the different statements of work and stuff I could not get a feel for how much time was being spent by who. I know everyone hates logging hours but if you could help us by giving us some idea of how many hours are spent on different projects.

Mr. Hamstra stated, I see what you are saying.

Supv Kramer stated, Kind of like the attorney does.

Mr. Hamstra stated, Each month on my invoice if I say we did this or that.

Supv Kramer stated, You could say you spent so many hours and this staff member spent so many hours, that way we can get a better feel.

Supv Kassel stated, For how much you are spending on each project.

Supv Kramer stated, It also gives us an idea of what the projects are costing us overall. That being what it may, I would entertain a motion to provide an additional \$17,500.00.

Supv Leet MOVED to approve the Pegasus Change Order #1 in the amount of \$17,500.00

Supv Kassel stated, Before I second, I will just say this was obviously far exceeding, originally there was \$8,900.00 in the budget and now we are getting to \$32,500.00 so it is three and half times.

Supv Berube stated, By year end we will probably be at \$40,000.00.

Supv Kassel stated, But we will know he is asking for until the end of this fiscal year.

Supv Berube stated, I understand but there was already money being spent in engineering already existing so when the year ends with his and what was already spent, we are probably going to touch \$40,000.00.

Supv Kassel stated, I will say this, there are a whole lot things that have not been addressed that are getting addressed now.

Supv Berube stated, I am not arguing the quality of the work.

Supv Kassel seconded the motion.

Mr. Hamstra stated, There is no offense taken. I am comfortable bringing this up just because I know you have a budget, but we have been awfully busy, and I am not complaining.

Supv Kassel stated, The work is very good and well documented.

Supv Berube stated, The quality of the work is superb.

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

Supv Leet stated, I got the website updated, we had out of date information. Do you want your name, do you want just the firm?

Mr. Hamstra responded, My name is fine. I am in the point of contact.

Supv Kassel stated, Before you leave remind me to give you Kissimmee Valley's contact information.

Supv Berube stated, Never be uncomfortable coming before this Board.

B. District Attorney

i. District Counsel Report

- a. Davey Tree Settlement
- b. Servello Contract Extension
- c. Chapco Fence Agreement
- d. Florida Reserve Study and Appraisal Agreement
- e. Parking Facility License Agreement and Liability Waiver
- f. Garden Lot License Agreement and Liability Waiver
- g. Damaged Tree Demand Letter Discussion
- h. Discussion on Amending District Contracts

Mr. Qualls stated, We are short on time, good evening and hope you are doing well. The first item on the General Counsel report is an update on the Davey settlement

negotiations. At this time, I will turn it over to Supervisor Kramer who was the liaison and we had a good negotiation.

Supv Kramer stated, We met via ZOOM which can be quite a challenging platform for a negotiation, face-to-face without masks is much better, but we made it happen. We went back and forth and there was a lot of discussion, but we settled on a settlement amount of \$40,000.00 to Davey. Each party will bear their own legal fees, and then they will sign off and release us and all suits will be dismissed with prejudice so none can come back on us. So based on the information and your recollection of the shade meeting I would ask you to authorize the Chair to execute the settlement agreement so we can put our Davey Tree litigation behind us.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, authorizing the Chair to execute the settlement agreement was approved.

Mr. Qualls stated, The next item is the Servello extension. To put it very briefly you have seen this several times, Florida law allows you to take your existing contract and extend it for one additional year under the same terms. You have had all of that information and we are happy to answer any questions, but we would be looking for a motion to approve.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the Servello contract extension was approved.

Mr. Qualls stated, The Chapco deal is done you have already addressed that.

The reserve study agreement has been and signed by both parties. You have the first study for roughly \$7,500 and the second portion is optional. Supervisor Kramer did a good job of making sure in the language it was optional. In other words, you have three years to determine whether you want to exercise that option to get a second study done.

You have in front of you a lot of legalese covering the Parking agreement and the Garden agreement, those we coordinated, and I want to thank Ms. Montagna for all her help in getting all of this shifted over, I know Mr. van der Snel will have some responsibility there on the Field Management side, but if you have any comments or suggestions we have sent these out to you and we do not claim to be perfect at drafting

these types of things but we get them to you early so you can review them and let us know any feedback. What you have is a set of documents, I know they are long but we try to put a checklist and so you cover everything, and if anybody wants to park in your facility they waive any liability against you and we have the rate schedule that you have already adopted. we do not need to spend a lot of time talking about it unless you all want to.

Supv Berube stated, A couple of things that are just bookkeeping, the vehicle storage there is a set of rates there and those amounts are plus tax.

Mr. Qualls stated, We say that in there.

Supv Berube stated, No you do not. They do not include tax the tax has to be added. Also, you are calculating tax here at 7% on the other ones where you do have tax and the tax rate here is 7.5%. Also, on the vehicle storage you have the rent of X amount of dollars is due and payable within five business days, the rent should be payable on the day the contract is signed. if you give people five days, they are going to take 10, so just wipe that language out. Moving to the Garden one, again, that is where the tax rate does show and it needs to be changed to 7.5%, but in the license agreement you let them pick any day they want, but later in the agreement you say the term of this lease is from October 1st to September 30th, why do you pick a date but then it is time specific for a year?

Mr. Qualls stated, What we tried to do there is regardless of when you get your lot you owe that amount. Again we do not claim that this is perfection in the area of leasing out garden spaces, but the idea was if somebody comes in the middle of the month you do not start it at a year and have to keep track of when they came in, regardless of when somebody wants the garden plot they run on a fiscal year but if they sign up on October 1 or in December it does not matter they are going to pay that \$10.00.

Supv Berube asked, Then why not do the same thing for the standardization of the parking lot?

Mr. Qualls responded, They seem distinct to us, parking and RV versus having a garden plot.

Supv Berube stated, It just seems contradictory when you see it. You can pick any day you want to start but your lease really does not start until October 1st.

Supv Kramer stated, On the garden you pick any day that you want to start but you pay for that full year for that garden space. If I came in and only got six months for that garden space, I still have to pay for the full year for the garden space.

Supv Berube stated, You also pay for a full year in the vehicle storage too.

Supv Kramer stated, But the vehicle storage, if we ran it from October to October then it is a lot bigger fee and if I come in with just three months left of the year, I have to \$900 for the three months. The magnitude of the payment is significantly different between the storage lot and the garden and I guess that is where it comes in.

Supv Berube stated, So someone could get six months free use of a garden spot.

Supv Kramer stated, No they do not, they lose six months.

Supv Kassel stated, If they sign up on July 1st they only get six months, if they sign up on April 1st they get nine months.

Supv Berube stated, The term of the lease is October 1st to September 30th, that is part of the package.

Mr. Qualls stated, And the manager will fill in the current year and the next year so they do not have to change the form every time. Regardless of whether I come in in June and say I want a garden spot I am going to pay for the full year.

Supv Berube stated, We have two different plans but that is okay, the important thing is the rates and taxes. The only other thing is our typical key card costs \$10.00 for a replacement, you have a \$25.00 lost key card replacement amount. I do not know if the \$10.00 is in our policy.

Ms. Montagna stated, It is.

Mr. Qualls stated, We will change that.

Ms. Montagna stated, I was going to bring that up, those are super high-tech cards. Is the cost for those only \$10.00?

Supv Berube responded, No, it is a little bit more.

Mr. van der Snel stated, If you add the printer and ribbon.

Ms. Montagna stated, I was just curious where the \$10.00 came from.

Supv Berube stated the card is \$4.00, you probably have \$3.00 or \$4.00 worth of ribbon and miscellaneous supplies for the printer, and his time to do it.

Ms. Montagna stated, It is written on the access card form.

Supv Kramer asked, For the storage or garden?

Mr. van der Snel responded, No.

Supv Kramer stated, We are not using key cards for those.

Mr. van der Snel stated, In the future, if the construction continues, we are going to have an electronic gate that opens and closes. I already have most of the material for the access card system.

Supv Kramer stated, I think we can address it at that time.

Mr. Qualls stated, We will say “key, if required.”

Supv Kassel stated, We will have to have a whole rules workshop to change the price.

Ms. Montagna stated, Correct, you do.

Supv Berube stated, The other thing is we are holding off on the electronic access. People complain that the gate gets left open all the time; it happens. If we put an electronic lock on there; it solves the problem of the lock and when the gate gets left open for more than a minute or so you can have the open gate alarm start sounding so somebody will notice. There is a big plus to having electronic access.

Supv Kramer asked, At this time do we want to take this separately?

Supv Kassel responded, The agreements need to be amended.

ON MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the RV Parking and Garden agreements, as amended, were approved.

Mr. Qualls stated, On this next item we distributed to the Board a letter that was to go to a homeowner who had a contractor cut down a side of a tree. I am going to recommend based on the feedback I got, I am going to recommend you workshop this subject so you can have a consistent policy moving forward and treat everybody the same. It is very important how you handle this. The way I looked at is if somebody goes out and vandalizes your pool area, tears up public property, you are going to give it to law enforcement and you are going to go after them, straight away. I do not know how it is different when it is a District tree except of course that you have Florida law where you have the property boundary and everything that would hang over onto private property that owner has the right to adjust that tree. Here I think they went beyond the private property line onto the government line, but I can just tell you there is not consensus

among the Board based on the feedback that we got, I think this is a hot button topic, I will do whatever you want, but it is 7:32 and I do not know that you will solve that tonight.

Supv Kramer stated, I do not know that we will, I think it might be good for a workshop because we are known for our trees and we need to deal with them. do any of the Board members have a recommendation? Would you like to see us sit down and have a workshop?

Supv Berube responded, I think we need an overarching tree policy workshop to cover many of the issues, as counsel said and we all agree, trees are us and it is very important that we get it right. I agree that we should do a workshop and bring in whatever we are going to talk about regarding trees because there are a lot of things.

Supv Kramer stated, At the pleasure of the Board, I do not know that we want to limit it to just trees or Harmony CDD property so we can fold in the access for pools and stuff too or is that something more easily decided.

Supv Kassel stated, It could be trees and other policies.

Supv Kramer stated, We could do trees and other policies involving the use of or trespass and damage of CDD property. We have to have defined items for our workshops.

Supv Berube stated, Including some type of policy as you mentioned before for intrusion on CDD property along the back of houses. We have to start this somewhere and we will try to do a non-hostile ZOOM meeting to avoid what you experienced with Harmony West CDD.

Supv Kramer stated, I think we are much more conducive to working together. At this point, is there any opposition to directing Inframark to try and set up a workshop time and place for us?

Ms. Montagna asked, What month? September?

Supv Berube responded, Sure.

Ms. Montagna stated, I will come up with a few dates and send them out.

Mr. Qualls stated, Last item. What happened with Dock-ters is you have a contractor that asked for a change order and this is going to happen. One of the things that was recommended and that other of our clients do is you have a policy that says that if the change order is under a certain amount or a certain percentage you have your

manager approve those types of change orders. I think that would save everybody time; it is really the Board's pleasure whether you want to do that or have everything come back to the Board, but it would not be unheard of and in many ways is advisable to have a situation where a change order under a certain not to exceed amount could go ahead and be approved, work continues, you do not lose momentum; all of those things would be the pros. The cons would be obviously that you would not want an expenditure that the Board was uncomfortable with taking place in between meetings. What we would recommend to start would be a 10% of the contract value, if it does not exceed 10% you could approve that. Now you have some pretty hefty contracts so think about that.

Supv Berube stated, Maybe as part of our Zoom meeting we think about that and maybe contracts up to \$25,000.00 could be 10%. \$25,000.00 to \$75,000.00 maybe 5% percent, and over \$75,000.00 - 3% to kind of reel it in, I do not know.

Mr. Qualls stated, Maybe we could work with someone on your Board and come up with a draft to get into next month's agenda package.

Supv Leet stated, We already have a Procurement Policy in place where we have the different tiers of what level of action is needed.

Supv Berube stated, We could tailor the not to exceed to conform and then beat up on the District Manager if she misses it. Good idea Counsel.

Mr. Qualls stated, I would love to take credit, but it was Supervisor Kramer's idea. It is nice to have two general counsels. She does a great job of keeping us on our toes.

Supv Kramer stated, One of the other things I would like to bring forward with the District contracts is in all of our larger contracts we have a provision that our vendors cannot use us for advertising their businesses and stuff like that. It just came up recently, I do not think we have a form contract, just a short form contract for our Field Services and Inframark to use with those smaller contracts for services under \$2,500.00. It just takes two quotes and it does not have to come back before the Board for approval and everything. If we could just draft up a short form contract that they can use.

Mr. Qualls stated, The only thing there is a lot often your contractors will give you a proposal that has a signature line, that is not a contract, and all manner of evil will ensue if you start treating those like contracts. We will make the form, shorten it down and condense it, but there is still a lot of good stuff in there.

Mr. Hamstra stated, On all City and County clients, as to that percentage, they make it quite clear that is the cumulative and not each change order individually, but the cumulative change orders cannot be.

Mr. Qualls stated, That is great, I will definitely be reaching out to you on several things including that, because no need to reinvent the wheel if you have seen a good policy.

Supv Berube stated, I suggest we go to 8A due to the importance of it.

EIGHTH ORDER OF BUSINESS

District Manager's Report

A. Meeting Location for FY 2022

Ms. Montagna stated, Ms. Yevich did a lot of research. It was sent out to the Board and basically even some of that is changing as well because the COVID numbers are rising, and a lot of counties have already instituted another mask mandate and there is more coming so we are told. Those are your choices; I will say that the only things, and I think I put them in my email, the statements that I had. The Tavern, we cannot take the chance of getting bumped. I know the likelihood of it may never happen but the reality is we cannot even take that chance because these meetings are advertised and we cannot change that a day or two before or even a week to change meeting locations so I would say obviously that limits your option with the Tavern. Other than that, I think the rest are on the table. If the Board does not like any of these options, we can still continue to look, and you do have the option of using the conference room in Celebration. It is a hike, there is no cost there, but if you did not make a decision this evening you do have that option until you come up with another solution and we can continue looking.

Supv Berube stated, You did a really good job of putting all this together Because I have been down this road trying to find a place and it is a real pain in the neck, having said that I appreciate your work because I know what went into that. I like the First Nature Ranch choice because it is close, and we know the person who is in charge of it. There might be a few hang ups there and one of them is defective, and I do not know how you are legally set up, but it is my belief that a supervisor cannot do business with their agency.

Mr. Qualls stated, That is correct.

Supv Kassel stated, It is a nonprofit and you would be paying a non-profit; I believe that would be okay.

Mr. Qualls stated, I will confess I was not paying full attention.

Supv Berube stated, One of the locations to meet is the First Nature Ranch which is a nonprofit run by Supervisor Kassel. It is a nonprofit, and a legally separate entity from her, I believe. Does she have a conflict if we decided to go there and use her facility for a meeting.

Mr. Qualls responded, Technically yes, however, I will say and I have sat down with clients in front of the Ethics Commission on this, they will read a set of statutes altogether, so I have clients who are government officials that contract with a corporation on which they set as a chair, but there is no money, there is no stock options, it is technically possible but it is quite an ordeal to get the approval of that, but I can give you all of the law because we just researched it for another client.

Supv Berube stated, So if the money exchange were not directly as a rental fee and it was a cleaning fee does that change the way that looks?

Ms. Montagna responded, No.

Mr. Qualls stated, That is really not the issue. The law does say that you cannot do business with your own agency and extends to even when you sit on a Board. For instance I represented a client who had a non profit federal grant, she was employed by the school board, she did a contract with that nonprofit and the school board even said it was okay, the ethics Commission came down and said you cannot do that. It is a very technical analysis that I do not want to get into right now, but there is a set of factors that the Ethics Commission would look at, it is conceivably possible to get this done; our best bet is we just go ahead and reach out to the Ethics Commission and we asked them in advance; that is the best way to handle it.

Supv Kramer stated, I have a quick question. Don't we have publishing guidelines for our meeting schedules and locations? What I was wondering is would it benefit us to go ahead and rate the meeting locations so that you know which to start with, which is second and third because, don't we have to publish our meeting location, times and dates like within a month?

Ms. Montagna responded, Yes, we need to post your fiscal year meeting schedule that you already approved, as long as we get that published before October 1 and, yes, it does have all of your meeting locations, times and the dates. Again, we published that for the entire year can it be changed, moved, cancelled, yes.

Supv Kramer stated, We can change it if we need to. What I am saying is if we do not make a decision tonight and get it worked out for whichever location within the next week or two then we are looking at paying a huge publication fee for the Orlando Sentinel instead of using the Osceola Gazette.

Ms. Montagna stated, Correct.

Supv Kramer stated, What I am stressing to the Board is let us go ahead and rank these so then our District staff can go ahead and start with whatever our first choice is to see if we can negotiate and work out any problems with it, if they can't then they will go to our second choice. Does that sound reasonable?

Supv Berube asked, Why can't we just publish a limited schedule of meetings rather than do the entire year.

Ms. Montagna responded, It just saves you money, I can advertise each individual meeting.

Supv Berube stated, I know that is why we consolidated them into one.

Ms. Montagna stated, Most Districts do that because it does not make sense to schedule each individual meeting, you schedule them all for your year and be done, but it does not mean you have to. I can schedule each individual meeting.

Supv Berube stated, We may have some timeframe problems here so the one we would have to be concerned with is the first one.

Ms. Montagna stated, Your last meeting here is next month so yes, October is where this all has to start, and we have to advertise it prior to your meeting.

Supv Berube stated, If we are talking about the Tavern it is very important to realize the secondary room is very tiny. Setting up anywhere like this and trying to bring in some people, there is no air conditioning in there. We have got to have a big room.

Ms. Montagna stated, I think that one is out.

Supv Kassel asked, Are we going to rank them?

Supv Kramer stated, What I would like to do is rank them and then let our staff go and negotiate. Basically, since it sounds like Mr. Qualls is recommending as far as First Nature Ranch that we actually pose the question to the Ethics Commission before we do anything. We do have an option here that is totally free. I do not know if it will be a long-term option, they say it will be available for the whole year, but things do change in businesses and that would be with the actual home in The Lakes. It is not a huge location

and again, I went and spoke with them and viewed the home. The one they talked about the Wilford, I explained that it would not be as conducive because it is an L-shaped setup. The Verona, which is the other option they have for us, we could basically set up the Board at the kitchen island type area and then have quite a whole large living room and dining room setup with chairs. The problem there is it would require moving furniture around for each meeting. It is only once a month meeting, but it would still require some work on staffs' part, and it would require us, I presume, bringing in folding chairs. Are there folding chairs available?

Ms. Montagna responded, I think they have some chairs, but we can check on that. The second house is available if that is what the Board wants, you do not have to take the first one.

Supv Berube stated, I think we need to have a more defined and professional look to the meetings. Meeting in a house, sitting on couches and at a kitchen island and such is just seems; I do not know.

Supv Kramer stated, We would not be sitting on the couches or anything, those would all be pushed back and then there would be folding chairs that would go out. It would be setup in a formal meeting fashion. They do have formalized parking of two handicapped spots and five or six regular spots and then if need be there could be on street parking. Another question about this issue though would be they are a gated community and I think the gate do lock at 7:00 p.m.

Ms. Montagna stated, They would leave the gate open until 8:30 p.m. It would be the same time you have here so I think the gates would just tell the gentleman that did the garden/rv lot, it is the same gentleman and we would just call our meeting is this date and the gates need to be open from this time to this time.

Mr. van der Snel stated, The school district has a system now prior to what they had before, they have a reservation system for the school.

Ms. Montagna stated, We called there. It was one of the first we called since it is so close.

Supv Kassel stated, And they can bump us.

Supv Berube stated, I think your indication was for the Hart Memorial Library and it said no charge for library.

Ms. Montagna stated, Most libraries will not charge you, the problem is the room

is probably this big.

Supv Kassel stated, There is a room and the occupancy is 17.

Supv Kramer stated, The problem is there is a COVID occupancy now. Although that room holds a lot of people, I have been in it many times, it would be perfect for our meeting but not right now because of the COVID occupancy.

Supv Scarborough asked, Typically how long is the interaction with the Ethics Commission back and forth?

Mr. Qualls responded, They are so consistently slammed it would take a little while, but we are happy to do the due diligence and get you some research on it.

Supv Scarborough asked, If you reach out to them now do you expect to go back and forth for 30 days, 60 days?

Mr. Qualls responded, I will get with Supervisor Kassel and get all of the facts and maybe it is just a clear simple analysis. To me the analysis leans towards not doing this, it is just not worth it. The last thing you want is for somebody to file an ethics complaint against you. I have some good friends over there; I am happy to call and pick their brains informally. I can get you an answer, but it is not going to be tonight.

Supv Scarborough stated, That is fine, thank you.

Supv Berube stated, The sooner the better because we are up against a bigger deadline here.

Supv Kramer stated, One thing I did not see in here is the City of St. Cloud – they have the marina, the room above Crabby Bill's and it was about \$250 per month.

Ms. Montagna stated, When Ms. Yevich reached out to them twice, the room was not available. When she reached out again, because I think she talked to you, they were not doing much because of COVID and they did not know where COVID was going to go, so they told her to check back. I can have her call again this week.

Supv Berube stated, Crabby Bills is out because of COVID, the Tavern because of the potential bump is way down on the list, Hart Memorial Library has beautiful rooms that we would fit into properly but because of spacing we are limited to there, we have your conference room as a backup, and that kind of leaves us with if we decide to go with First Nature Ranch, the heat is on Counsel to get us an answer pretty quick on this. Did I boil this down to about where we are sitting now, did anybody have any different view here?

Supv Kramer responded, I do not know if it is a different view. I am not crazy about the model home, but it does keep us here in Harmony, it is easy, it is free, we could start with it while we are getting the decision from the Ethics folks and that way we could move to a larger, much more preferable location, and we will not be putting Supervisor Kassel in a difficult position.

Supv Berube asked, Are these homes available for sale?

Ms. Montagna responded, They are model homes, so at some point they probably would go on the market.

Supv Kramer stated, That was my biggest concern about this and they assured us it would not be on the market for at least a full year. However, I know how business changes, if somebody wants it, they want it at a price and it will go, but again with it being free at this point in time, we could then readvertise for future meetings.

Supv Kassel asked, What would we do for tables and chairs? We would have to buy tables and chairs and take them over and then remove them after each meeting. I am not against this.

Ms. Montagna responded, There is a dining room table there that the Board could sit at, and then we would set up chairs for your public.

Supv Berube stated, We could always rent chairs on a temporary basis.

Ms. Montagna stated, There are several ways to get the chairs and really that is it; you have a table to sit at.

Supv Kramer stated, I do not see the model home as a long-term full year solution.

Supv Berube stated, But to be clear we need to make a decision tonight.

Supv Kramer stated, Right, for at least the first couple of meetings.

Supv Berube MOVED to utilize the Jones Home, Verona model home for the first three meetings of the fiscal year (October through December) and Supv Kassel seconded the motion.
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Supv Leet asked, Are we confident in our ability to get whatever chairs and everything? Seventeen is the occupancy at Hart Memorial Library.

Supv Scarborough stated, 17 is more than we have had at a meeting in a long time.

Supv Kramer stated, Remember we have all of us.

Ms. Montagna stated, You had ten just with Board members and staff.

Supv Berube stated, You are right, we almost never exceed 15 and 17 would be a huge crowd.

Supv Leet stated, Personally I feel a little better about doing the library as our stop gap just because more of the facility is in place.

Supv Berube stated, I heard seven at the library.

Ms. Montagna stated, It is 17, the only problem with the library, and it may not be a problem, you are just going to have to limit the occupancy as far as if residents show up. Depending on whether a room is booked, we will always be able to use the library, but they may bump you to different rooms.

Supv Kramer stated, The other thing I want to caution is the library has closed for COVID in the past.

Ms. Montagna stated, Correct, they did all the year before and when I had one Hillsborough, we had to go to a Residence Inn because they were closed for eight months.

Supv Kramer asked, What time do they close in the evening?

Ms. Montagna responded, It was 9:00 but they have changed for COVID hours to 7:30 p.m. and some 8:00 p.m. He told Ms. Yevich to call back this Friday and he would have a definite schedule of closings.

Supv Berube amended the previous motion MOVING to move the meetings to Jones Home for the first quarter of the fiscal year and investigate further the potential use of First Nature Ranch as a second choice and ask the District Manager to further clarify the Hart Memorial Library room that handles 17 people as our third choice and Supv Scarborough seconded the motion.

Supv Leet stated, I want to make sure we have the house number correct.

Supv Kramer stated, It would be the Verona. I will go out and double check it.

Ms. Montagna stated, I can get the address.

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

Supv Berube stated, Ms. Montagna you have a lot of work to do.

B. Facilities Usage Applications

i. John Madden – Soccer Field – T-Ball Practice – 9/31/21 to 11/12/21 – Fridays Only

Supv Berube asked, Do we need to do the usage application?

Ms. Montagna responded, It should not be on there, it has already been approved.

SEVENTH ORDER OF BUSINESS

Staff Reports (continued)

C. Field Manager

i. Field Manager's Report

Mr. van der Snel stated, Arrow Pavement would like to have the original bill of \$7,700.00 so he can pay his contractors. He said it was a little bit out of order, so he is requesting that at least the first invoice be paid and then the Board can decide later what to do with the add on.

Supv Kramer stated, I think the Board already decided.

Supv Kassel stated, I think the Board approved that.

Supv Berube stated, He wants payment for his original amount.

Mr. van der Snel stated, The original amount of \$7,700.00, he has a right to be paid for.

Supv Kassel stated, We did not approve the change order.

Mr. van der Snel asked, The invoice can be paid for \$7,700.00?

Supv Kramer stated, The original contract with no change order.

Ms. Montagna stated, I thought at the last meeting that was not to be paid.

Mr. Hamstra stated, He gave you an invoice for what he was owed on the original plus the change order. You instructed Mr. van der Snel to go back to the contractor to say give us two invoices, one for what is left of the original contract and a separate one for the change order.

Ms. Montagna stated, So \$7,700.00 is the original and that needs to be paid.

Supv Kramer stated, But we need releases too so that he does not come after us and claim he now wants the payment for the change order.

Ms. Montagna asked, Are you going to write up a release Mr. Qualls?

Mr. van der Snel stated, For Ashley Park, the Board is aware we have an issue on August 8th. I sent police reports to you. It is based on facts and the fact was there was

alcohol and they were there under a false ID or on his mom's card so it was not the person he appeared to be and that is a rule breaker. They also provided alcohol to a minor, a 14-year old, they stated she picked it out of the box. The mother was very upset and did call the sheriff. On the 15th they were called again there was sound trouble.

Supv Kramer asked, Were these the same people?

Mr. van der Snel responded, Same people; they had a big speaker and were cussing at residents around who were asking them to turn it down a little bit. I asked the person with the group for his card and it was not him, so I said I am going to take the card because that is what we do. I do not know him, I do not know his mother, so I do not know if he has the right card so I took the card and in the meanwhile I called the Sheriff's Department and they came over.

Supv Kramer asked, Did they issue a trespass?

Mr. van der Snel responded, You cannot trespass a resident.

Supv Kramer stated, He did not have a valid card.

Ms. Montagna stated, They will not trespass and put it back on us to deactivate if that is your rule, but we are not going to trespass or at least that is what they said.

Mr. van der Snel stated, There was glass container in the pool which is a violation, there was alcohol in the pool and that is a violation, and he did not have the right access card which was another violation. I do not think it is the mother's fault that he took her card. My recommendation is to, the Board can decide, ...

Supv Kramer stated, We are deactivating any card he may have whether it is broken or not and not issuing him another one.

Mr. van der Snel stated, That is up to the Board to decide.

Ms. Montagna stated, The other thing you have to think about, which is inevitably going to happen, which is what just happened, is if the whole family does not get deactivated for x amount of days he is just going to use his mom's card which is what he was doing anyway so it is just going to be a vicious cycle.

Supv Kramer asked, Can we put her on notice that she needs to keep her card on her person and if he uses it again that her card will be deactivated.

Supv Scarborough asked, What are the ages?

Supv Kramer responded, He is 27.

Supv Berube stated, This is a two-time offender and put a long Facebook post up raising all kind of bad words and that disappeared. There was an attitude there immediately and I absolutely in favor of deactivating all the family cards for the 30-day recommendation.

Supv Kramer asked, Do we have a policy on this?

Mr. Qualls responded, Yes. You have rules covering this exactly and have absolutely deactivated cards before.

Supv Kramer stated, I do not think the mother should be penalized if she was not there at the event.

Supv Kassel stated, But it was her card.

Supv Kramer stated, My position would be to deactivate his and anybody who was with him that has a card that was participating in this activity.

Supv Berube asked, How many cards are in the family?

Mr. van der Snel responded, Three. There is the mother, her son but he does not live here anymore.

Supv Kramer stated, Then his card should be deactivated anyway. Deactivate that one since the individual is no longer a resident, deactivate the offender's card, and let the mother have her card back with a warning.

Supv Kassel interjected, Should it happen again your card will be deactivated for 90 days.

Supv Scarborough asked, What is the course of action for them getting in with no card?

Mr. van der Snel responded, If they are residents you cannot trespass them because they live in Harmony. I can tell them to leave the pool because they do not have valid ID cards. It clearly states on the gate valid ID card holders only.

Supv Scarborough stated, So next time you catch them, nobody has a card, it is okay you have to leave and try this again tomorrow.

Supv Berube stated, It happens all the time.

Supv Kramer stated, I have witnessed whole groups of teenagers, one jumping the fence and opening the gate for six or seven of them.

Mr. van der Snel stated, People call me, and everybody can call the Sheriff's Department.

Supv Kassel asked, What is the Sheriff's Department going to do?

Supv Scarborough responded, Not trespass them.

Supv Kramer stated, If they are not residents of Harmony they will.

Mr. van der Snel , If there is alcohol or safety is in danger, then any resident can call and say I do not feel safe anymore in this pool, and they can come over.

Supv Kassel asked, What will they do?

Supv Berube responded, They generally escort the people off.

Supv Kassel stated, They do not have to trespass them if they escort them off.

Supv Leet read, Unauthorized use of District Facilities will result in, as a minimum, a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.

Supv Scarborough stated, The first time a trespass, the second time when you have a trespass and you do it you get arrested.

Supv Berube stated, All the years we have been dealing with this when he or any staff member ask them to leave. If they become difficult when the Sheriff shows up, they do leave. If they get caught, we have not really had a problem over the years with somebody being ...

Supv Kramer stated, I would entertain a motion as to a specific action.

On MOTION by Supv Scarborough seconded by Supv Berube, with all in favor, to deactivate the entire family's cards for 30-days was approved.

Discussion followed on when the mother's card was confiscated, and it was suggested for her card the 30-days be from that date.

Mr. van der Snel stated, I have a request from a resident who's wife is on oxygen and he really needs to have a backup generator.

Supv Kramer asked, Why has that not been done?

Mr. van der Snel responded, Because it has not been approved yet.

Supv Kramer stated, He just wanted to ask us to go over CDD property.

Mr. van der Snel stated, Right.

Ms. Montagna stated, The reason it came before the Board is because we are having all these other issues of going across CDD property. If the Board wants to approve it, approve it, but that is why it came back here.

Supv Kramer stated, I will move to approve because this has been a serious issue for this family, and I thought it was done.

On MOTION by Supv Kramer seconded by Supv Leet, with all in favor, the gas installation was approved.

Supv Berube stated, I noticed the Waste Connection bill went up and it also says on this month's bill it is going to go up again next month.

Mr. van der Snel stated, I negotiated with them \$240.00.

ii. Boat User Report

No discussion.

iii. Proposals – Rescue Boat

- a. Bass Tracker Classic XL w/50ELPT & Trailer - \$17,300.00
- b. Suntracker BB16Xl w/50ELPT - \$19,421.50

No discussion.

NINTH ORDER OF BUSINESS

None.

Supervisors' Requests

TENTH ORDER OF BUSINESS

There being no further business,

Adjournment

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

Angel Montagna
Assistant Secretary/Secretary

Teresa Kramer
Chair