

**MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 30, 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 Chair
Kerul Kassel	Assistant Secretary
Steve Berube	Assistant Secretary
Mike Scarborough	Assistant Secretary

Also present were:

Angel Montagna	District Manager: InfraMark, IMS
Tim Qualls	District Counsel: Young Qualls, P.A
David Hamstra	District Engineer: Pegasus, LLC
Gerhard van der Snel	Field Services Manager: InfraMark
Pete Betancourt	Servello Landscape Solutions
Scottie Feliciano	Servello Landscape Solutions
Residents and Members of the Public	

The following is a near-verbatim transcription of the discussions and actions taken at the September 30, 2021 regular meeting of the Harmony CDD Board of Supervisors.

FIRST ORDER OF BUSINESS

Roll Call

Supv Kramer: Called the meeting to order.
The Roll was called and the record will reflect a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

Supv Kramer: Comments need to be limited to a maximum of three minutes

Richard Conway: Good evening, all. My name is Richard Conway. I've lived in South Lake for approximately three years. I'm not sure folks were aware, I'm from the Cal-Atlantic Group that I purchased the home from. At the time we were viewing the Cal-Atlantic home sites, the lakes were beautiful, the view was beautiful. And I had the privilege of paying \$15,000 lot premium for the water that my wife insisted we live on. I'm sure you understand "happy wife, happy life." So, I willingly paid the \$15,000. She would sit on the lanai and be ecstatic. Unfortunately, it's three years later, and now I have a beautiful view of 2' to 4' high weeds. I understand that there has to be a weed barrier because of the nitrogen and the runoff from the lawns. But it seems extremely excessive. My daughter and son-in-law live in Mill Creek. The Mill Creek ponds do not look like the ponds do in the CDD. I go to other golf courses such as Royal Pines. They do not look the same. In order to decorate, my wife likes to go to model homes and compare the interiors and how they decorate it and the paint jobs and such. I would willingly invite any one of you to come to my backyard and see what I paid \$15,000 for. For a water view. Because it's offensive, quite honestly. In some places the weeds are four feet high. Now, to my mind, a nitrogen barrier would be maybe this high. Maybe? So, that's all. I just would really like the CDD to address ... I, I can get you literally 20 couples here that are just as angry

but not able to show up. So, if you decide wanted to put it on an agenda for a vote, I guarantee you I could have a minimum of 20 couples here who also paid for water view. And they have a weed view.

Ms. Montagna: What street are you on?

Richard Conway: I'm on Oakmark. If you picture a figure eight in the middle across Sagebrush, we're the second house in, so we're right on the water. And again, when we bought it, it was gorgeous. But three years later, it's not. And that's all, thank you very much.

There being no further Resident comments, the next order of business followed.

THIRD ORDER OF BUSINESS

Consent Agenda Approvals

- A. August 26, 2021 - Regular Monthly Meeting Minutes**
- B. Financial Statements for August 31, 2021**
- C. #257 Invoices and Check Register**

Supv Kramer: The consent agenda involves the approval of our August 26, 2021 Meeting Minutes, the Financial Statements through August 31, 2021, and approval of the #257 Invoices and Check Register.

Ms. Montagna: The Minutes have been amended. I know Supv Kassel sent in some amendments to the Minutes; those were made.

Supv Kramer: Are any of those substantial?

Ms. Montagna: No.

Supv Kramer: All right. Any other questions about those, on the consent agenda? Hearing none, I call for a motion to approve.

On MOTION by Supv Leet seconded by Supv Berube, with all in favor, the Consent Agenda was approved. (5-0)

FOURTH ORDER OF BUSINESS

Old Business

- A. Tow Boat**

Supv Kramer: The first old business is a tow boat. And I guess the sponsor of this was unable to be here today, so I'll kick it off. Gerhard will probably have to kick in here somewhere. Do we have pictures that can be brought up on the screen?

Supv Leet: Yes, I can pull them up over there.

Supv Kramer: Okay, I don't know if anyone got an additional agenda that went out today. So, everybody's had time to review the new items in there?

Supv Kassel: Yes.

Supv Kramer: Because we do have boats that go out on our lake and there is the need occasionally to go rescue a boat, and again we're rescuing the boats. People might be there, but none of our staff has the qualifications or credentialing to actually do water rescues of human beings, so that would be calling 911

quickly and having them show up. So our boats, the purpose for a boat is to be a tow boat, to bring in either the pontoon boats, the canoes, the kayaks, the sailboats. You get someone out stranded, without battery power, or just are too tired to paddle themselves back in. So, we are looking for tow boat options. The first photos we have are of our current tow boat. It's a 16' aluminum Mirror Craft.

Supv Berube: Madam Chairman, could I interrupt for a second?

Supv Kramer: Certainly!

Supv Berube: I want to go back to what you just said about the rescue boats. We don't rescue humans; that would require a call to 911. I understand the need for training of our folks if we're going to rescue humans. But the fact of the matter is if someone is in the water and has a problem, it's going to take a good amount of time and another boat before a call to 911 brings help to that person in our lake.

Supv Kramer: If someone's in the water, my understanding - Gerhard, correct me if I'm wrong - they do have a ladder that they put into the water and the person can climb out and into the boat. So... but, our staff or InfraMark's staff here in Harmony, no one is trained to actually do... so, we are not billing ourselves as we're going to go out there and rescue you.

Supv Berube: Well, I understand that. But I guess this is the question for you and for InfraMark: what kind of training do we need? If we've got somebody, let's say... I understand somebody in the water at the dock, this is a whole different thing. If a boat overturns out in the middle of the lake or somebody has a problem or whatever, and you've got a human being in the water, on the boat, or whatever, any help, to say "*We can't help you, because we're not trained,*" to me is shortsighted. If our people need to have some kind of training to help people on our lake in our boats, it seems to me it behooves us to get our people trained. What am I missing here? Because I'm telling you, it's a half an hour by the time the fire department guy gets here with a boat, to the scene.

Supv Kramer: All I can tell you... Angel, do you want to address this?

Ms. Montagna: Currently your staff is not trained for rescue. I can get with John Caffey to see what those classes are. I don't know if... Gerhard, did y'all ever have that conversation with John about classes that you would need to take?

Mr. van der Snel: The only thing... the only... what we could say the CPR and first aid.

Ms. Montagna: And is everybody certified in CPR?

Mr. van der Snel: We all were, but we're... it expired.

Ms. Montagna: Expired? Okay. So that's the first thing. If the Board wants them certified in rescue... yeah, I can definitely get with John Caffey and have a plan put together.

Supv Leet: To clarify, we've already set a precedent: we will show up with the tow boat and put the ladder in the water. I think what we're talking about is water rescue, that is someone actually getting into the water and assisting someone that's having difficulty even climbing up the ladder or something like that.

Ms. Montagna: Correct.

Supv Scarborough: Boat rescue... if we rescue boats, I... I've been rescued before.

Supv Leet: Yeah.

Supv Scarborough: And that doesn't require a high degree of skill. They go out and put a rope on another boat and drag it back to the dock.

Supv Kramer: And that's what we're talking about here. By putting the word rescue in there it leads our residents to believe that we have people with lifeguard training that can pull a stranded person out of the water, that can provide CPR or first aid, that know how to do water rescues, and there's a lot of liability that goes with holding yourself out to do that, so ...

Supv Berube: I'm not arguing that point, and to my knowledge, we've never had to pull anybody out of the water yet, however, and you know, when people go out on boats, they're always told, call the Dockmaster if you have a problem out here on the water. Well, this is a whole new ballgame, so, it just seems to me like basic human consideration. And rather than getting somebody to wait what's probably 30 minutes for the fire department to show up... they're not going to have a boat, and they can't easily get in the lake with their boat even if they bring one.

Supv Kassel: Well, I think we're resolving the issue by having it looked into...

Supv Berube: Yeah, right.

Supv Kassel: ...number one. Number two, regarding the tow boat, we have this boat and we also have a 14-foot boat.

Supv Kramer: Right, we have two boats here on the property. This one stays in the water and goes out to rescue. Now the hull is in excellent shape, there's no problem with the hull. This is all pretty much cosmetic damage and we would need to put new coverings on those areas of the deck. We've been using it for years and years, but the question came up now, as to being able to drive it. We can modify this a bit by putting au-bar or grab bar where the operator can stand, more towards the center of the boat, and a tiller extension that he can then operate the motor from. The second boat is the 14-foot, and it's got more bench seats in it. It's also aluminum. It will hold, as I recall, a little bit more in weight. It's currently sitting in the compound yard behind the staff trailer and it has in the past been used for pond maintenance. Is that correct, Gerhard?

Supv Scarborough: Yep. In fact I have personally experienced that, and that's a very, very unstable boat, even though it's got a deep V hull, it's a very unstable boat.

Mr. van der Snel: It's small.

Supv Scarborough: Well, not only is it small, it... I would not like to make another boat rescue in that...

Supv Leet: Yeah, if it's deep it's going to be more like a bowl, it's not going to be as stable

Mr. van der Snel: That's right.

Supv Kramer: Right. So, back... that first section - second option, that would... again, I would recommend, on that one, would be to add a bar, a standing bar, and a tiller extension so that the operator could stand more midships, provide a little more stability, and get out... and again, we're talking about towing boats in. So that's an option. The third option would be to find a new boat. And we've located a new boat. Boats, as you may know, or may not know, boats are quite the commodity these days. Everyone wants to be out recreating out in the open, and outdoors. So there are as many as 6 to 8 month waiting lists for boats, and they've seriously gone up in price. This one is a boat- also, the boats unfortunately, they want everybody to

buy a package deal. They want us to buy a motor with it, and a new trailer and the whole bit. It's running, you know, 15... you've seen the previous quotes... 15 to 19 thousand dollars. This boat is 15 foot, it's a, a skiff. It's got a broader beam, provides more stability to it. It's built over here on the east coast, and they will be glad to build one custom-made for Harmony, and to customize the decks however we would like to put it together, they will throw in vinyl lettering, if we wanted to do the Harmony COD Services on it, they can add a grab bar and tiller extension. The other option is to have a center console and steering. They can put that in there. However, that's considerably more expensive. So, these are your options of the first two... or the first one would take some renovation costs and we'll have to fund someone. Unfortunately, most of the folks who are renovating boats are now into flipping boats because the demand is so high, and it's hard to find somebody who will do that work. So, I just wanted to make the Board aware of this and to see what rec... how many tow jobs do we usually do in a month?

Mr. van der Snel: In a month?

Supv Kramer: Well, or any year?

Mr. van der Snel: Well, again, it all depends, we can never tell. But the last three months, I think we did two.

Supv Kramer: Hmm... And that's with the pontoon boats?

Mr. van der Snel: That's with pontoon boats, yeah.

Supv Kramer: Okay. Is the majority of the towing the pontoon boats?

Mr. van der Snel: Yes, because it's electric motor, it has a thermal breaker on it. We do advise the users not to go full throttle, however they go full throttle, or the weather changes, and they're on the north side of the lake, wind against them, and they already use full throttle, then that's when they call and say "hey, it's not doing anything anymore." That's the most problem with, with that.

Supv Kramer: Okay. So again, these are our options. I offered them up, so I'd like direction from the Board.

Supv Kassel: I like... reusing what we have, refurbishing what we have. I understand, though, it's hard to find somebody to do that work.

Supv Kramer: Okay.

Supv Kassel: But if we buy a new boat we're going to have to wait anyway. And if the second boat, the second boat that we already have, is very unstable, or at least rather unstable, we may want to reserve that for another use. Or we may want to use that temporarily in the next few months while we're waiting for the first... the boat we already have... to be refurbished.

Supv Berube: Yes. That... I would go along with that, as well. Refurbish what we have, with a... an upper limit to what that refurbishment should cost. I mean the boat is probably going to cost in excess of what its value is to have it refurbished. So we have to be mindful of that. The new boat from Liquid Planet Marina was about \$7,500, is that what I read?

Supv Kramer: I think it was \$5,700 but then if you add on extras, it will go up.

Supv Berube: So, you know, we have to yeah, what, \$7,154 will all of the goodies, right? I do not know what I'd be willing to tolerate for refurbishing a used boat. Maybe...

Supv Leet: Half that.

Supv Berube: \$3,500, \$4,000? If, you know... that just seems to make most fiscal sense, and if that boat's coming out of service, then we have to make sure that the smaller boat, the unstable one, is ready for service and put it in the water while that boat's being fixed

Supv Kramer: Okay. All right. Dan, do you have...

Supv Leet: I'm set, that sounds good to me.

Supv Berube: And I would say, if we can't find, you know, because this could go on forever, looking for somebody to fix this boat. I would say if we don't have somebody lined up by the next meeting, that we revisit this? Because if you can't find somebody in 30 days you probably won't find somebody in 60 days, right? So, just my thought there, It's not that they won't finish it in 30 days but we might be able to get some sort of a value quote for what it'll take to refurbish that boat.

Supv Kramer: Okay. Supervisor Scarborough?

Supv Scarborough: Yes, I concur with that.

Supv Kramer: Okay, it sounds like we have consensus. So we'll direct you to see if you can find someone who can refurbish the boat.

Ms. Montagna: What's your limit for refurbishment?

Supv Kramer: He suggested \$3,500?

Supv Kassel: \$4,000.

Supv Kramer: \$4,000.

Supv Berube: That's enough.

Ms. Montagna: And which boat is it we're refurbishing?

Supv Kramer: The 16-foot Mirror Craft.

Ms. Montagna: 16-foot...?

Supv Kramer: The current tow boat.

Mr. van der Snel: That one! (Shows a picture)

Supv Kramer: That one. (Points to picture)

Ms. Montagna: Mirror Craft. Okay, got it.

B. Workshop Minutes

Supv Kramer: The next item on the agenda is the workshop minutes. We've had a workshop a little over a week ago, and we did promise to revisit whether we were going to do minutes or not, and I need our legal counsel to help us out here?

Mr. Qualls: Yes?

Supv Kramer: Workshop minutes.

Mr. Qualls: What about 'em?

Supv Kramer: Do we have to have them? Should we have them? Should we not have them? What's ...

Mr. Qualls: You just want my opinion, or like...?

Supv Kramer: I want legal advice as to what the state requires us to do.

Mr. Qualls: Okay, I need to look at the law again, I just advised you guys on this a little while ago. I think the question always is, what type of minutes? I do think you're supposed to have minutes of your workshop. I'll check again and tell you if I'm wrong during the general counsel part. And then, the other part of it, whether you have to have full-length minutes versus just the highlights, and that is a policy decision of the Board.

Supv Kramer: Thank you. So at this point of... I guess the biggest question now is the form of the minutes, just a brief statement of what type, you know, what was discussed, and information. And then the other option would be the near-verbatim minutes. Do I hear any discussion or preference from the Board?

Supv Kassel: My preference is to have near verbatim minutes of the workshop, since we've had more than one request for that, and it increases our transparency and I'm all for that.

Supv Kramer: Now, I do have one question for you. I think on my audio side it created some audio issues- I guess, audio problems with the sound was the information conveyed and, I mean, if we commit to near verbatim minutes, is it going to be doable based on that interference?

Supv Kassel: We will only find out...

Supv Kramer: When we do them.

Supv Kassel: When we do them, and we made a good faith effort to have a meeting where the sound was audible, and we can make a good faith effort to have near verbatim minutes for the workshop. And whether that's feasible based on the sound quality is not really under our control at this point.

Supv Kramer: We will do the best we can. Any other...

Supv Berube: I would go with summary minutes and there have... there's only one or two people who want detailed minutes, if that many.

Supv Kassel: Well, I want detailed minutes.

Supv Berube: You're one of them. And, and there's going to be cost on the detailed minutes.

Supv Kassel: Yeah.

Supv Berube: So, if we have summary minutes and somebody requests to give them summary minutes, and then they say, "*that's not good enough, I want it all*", here's the audio recording. Have at it.

Ms. Montagna: Right.

Supv Berube: Simple. Why put... I mean, it's a workshop, there was no action taken. Yeah, there was... there was lots of discussion, most of it here, there, and everywhere, right? But it's a workshop and if people really think that they need to read or hear every word that was discussed in an hour and a half workshop, well, then they could listen to it just like we sat there and produced it.

Supv Kramer: Yes.

Supv Berube: Here's the summary, or here's the recording. Whatever you want.

Supv Kramer: Supervisor Scarborough, do you have any thoughts?

Supv Scarborough: No, I tend to think that summary- I mean, there is a cost associated with the detailed minutes, right? So, I tend to follow that same logic. If somebody wants to know what's ... the details of meeting, they can ... I, I don't know that we have to hand the minority of people, the details of the meeting.

Supv Leet: I would tend to agree with, again, since no actions are being taken, that the requirement for providing transparency and everything by providing the recording should that be requested. I would say that I would want to make sure that in the final agenda that gets published, any other materials or information or details about an outside consultant showing up or slides, we had some I want to make sure that all those make their way into the story minutes, rather than just maybe a couple of bullets or outline of what we discussed.

Supv Kramer: Okay. So, we in the summary minutes...

Supv Scarborough: Maybe a little thicker summary Minutes?

Supv Kramer: We have information about anybody who was there providing information.

Supv Kassel: Might I make a request?

Supv Kramer: Of course.

Supv Kassel: Might I request that those residents who are here, if they would prefer near verbatim minutes versus a recording?

Supv Kramer: Is there anybody here who would prefer written, near verbatim minutes or would be willing to listen through a recording of the meeting.

Marylin Ash-Mower: I think when there was no action taken, it was just discussion, I think that highlights might probably be enough. But like these meeting here, I really appreciate the verbatim ones. But for the highlight one, I think, because of no action if you just want to argue with one another...

Supv Kramer: I know why you're all laughing. Okay, does anybody else have any input on it?

Supv Kassel: Thank you.

Mr. Qualls: Madam Chair, I just wanted to confirm that workshop meetings are no different than those required from any other meeting of a public Board or a commission.

Supv Kramer: Okay. All right, thank you. All right at this point, I think we've all had our say. I would entertain a motion if someone would like to make it, as to summary minutes or near verbatim minutes.

Supv Kassel: I'll make a motion for near verbatim minutes.

Supv Kramer: I have a motion for near verbatim minutes for the workshop that we've recently conducted. Do I hear a second? Hearing no second, I would entertain an alternative motion.

Supv Leet: I would move that our policy for workshops be that we provide summary minutes with all prepared materials, speakers, and copy of slides and, if more details are needed, that we provide the audio and or future video records as requested.

Supv Berube: Seconded.

Supv Kramer: Okay. I have a motion and a second, for summary minutes with information on any additional speakers. I have a motion and a second, all those in favor?

Supv Scarborough: Aye.

Supv Leet: Aye.

Supv Berube: Aye.

Supv Kramer: Aye. All those opposed?

Supv Kassel: Nay.

On MOTION by Supv Leet seconded by Supv Berube, the summary format for workshop meetings minutes was approved, with Supv Kassel opposed. (4-1)
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C. Regulating CDD Property Construction Access

Supv Kramer: Okay. The next item on our agenda is, uh... regulating the use of COD property for construction access.

Mr. Qualls: Yes, Madam Chair, thank you. Do I have to be at the mic, or am I loud enough... can you guys hear me?

Supv Kramer: Yeah. For the verbatim minutes, it helps.

Mr. Qualls: Oh.

Ms. Montagna: Maybe for people listening

Mr. Qualls: Okay, so this was discussed at your workshop, and I want to make clear for the record that your Board has regulated, or your district has regulated this, and does have a policy. It's not a written policy, but the policy as I understand from talking to Gerhard is anytime a property owner or a construction company needed access to private property and had to cross district property, Gerhard, as the Field Manager...

Supv Kramer: Okay, I think the Board has heard all this, several different iterations.

Mr. Qualls: Okay, so what do you want... what would you like me to talk about?

Supv Kramer: I was looking for a written either a written policy or at least documents that could be put forward for people, we've talked about having a policy now for a couple of months. It's not something that just came up in the workshop, so this has been lagging. We've been asking for documents that we can provide that require them to put down a deposit or a bond so that we could be assured of getting the money to make the repairs instead of leaning on them to make the repairs. And I did not see anything in our agenda package.

Mr. Qualls: Right, so you guys at the Board, workshopped this last week, and as I indicated at the last meeting, as I talked to you about personally...

Supv Kramer: Okay, this ...

Mr. Qualls: I wanted to ...

Supv Kramer: This wasn't part of the workshop. This has been going on for a couple of months.

Mr. Qualls: Right, but I talked to you about... I said let's workshop it and I'll make any changes at the workshop that need to be made, and so, what we did was, what I discovered at the workshop was, I had never been clear on the process, and that you guys do have a policy. And a written agreement has always been required. But what you guys want is a modified agreement. And that has been drafted and sent to David as discussed.

Supv Kramer: Okay. I'm a little concerned because we've been through this now for, this is the third meeting, I think, that we've been through this. And we've been asked, and I think you've been pretty clear that there's probably always been something, something that's signed, but that it doesn't give us any deposit or bond or any assurance to make sure that the damage they create is going to be fixed. As I just feel like, we're not getting the response we're not getting the documents we need, and definitely not in a timely manner prior to our meetings, so I'm just really concerned about this. This has been a priority for 3 or 4 meetings. We... we held one family up that needed a propane tank for a generator. Is that done?

Ms. Montagna: Gas. Yeah. I did.

Supv Kramer: I mean, the gentleman's wife was the... in a medical situation, she needed the generator in case the power went out. We can be holding our citizens up, but we can't be getting into a situation where people are damaging our right-of-ways, and our swales, and things like that, during construction. So, again, I can't pull one out of the air, although I do have one drafted on my computer. But you need to know, I don't know about the rest of the Board, but I'm really not happy. We should have had one a long time ago, and I'm upset. I don't know if... I don't think we can do anything. We don't have anything in front of us, so at this point, this has to be tabled again.

Mr. Qualls: Madame Chair... that's... that's actually, if I may... so what we talked about in the workshop was that I would prepare something, and I would get it to the engineer. That's been done. It's in writing, so that's been sent as requested. And the law is, as you and I have discussed numerous times prior to this meeting, the law is that you guys are covered. If any damage is done, that that is the law. People can't simply damage your easements.

Supv Kramer: We don't want to have to file a lawsuit against our residents

Mr. Qualls: But you and I talked about this a couple days ago... and I sent it to the engineer.

Supv Kramer: I know we did, and again, a couple of days ago, I said, "*Why has this waited so long?*"

Mr. Qualls: I understand your frustration.

Supv Kramer: I don't want to belabor this here. I'm just letting you know.

Mr. Qualls: But you don't have to wait. What you can... you guys can do... is approve what I sent to the engineer.

Supv Kramer: No.

Mr. Qualls: I think it's fine, and then you can... you can ratify that at the next meeting. This isn't rocket science. It simply says that the... Harmony is the grantor, and if somebody wants to go across Harmony property, they have to pay a \$1,000 deposit.

Supv Kramer: I'll leave it to the will of the Board. Do you want to approve something sight unseen, or...

Mr. Qualls: You don't have to wait. This is not a complicated legal document. You don't have to wait and see it. Most Boards don't review stuff like this in minutia and great detail. They say, "*Legal counsel, engineer, go get it done.*" You guys don't need to workshop this. We workshopped it just last week.

Supv Kramer: No, we didn't want to workshop this. We wanted to workshop our trees.

Mr. Qualls: I talked to you about bringing this up on the workshop agenda.

Supv Kramer: And I told you, if you didn't, if you couldn't figure out what we wanted and you wanted to hear from us in the workshop, that's fine, but you knew we wanted it months ago.

Mr. Qualls: I didn't. I really didn't know you wanted this months ago.

Supv Kramer: I think Supervisor Kassel expressed her concern too.

Mr. Qualls: I did not, but I'm a professional. I will take full responsibility and it will be done. But my understanding again, I... I have never once... I've been representing this district for 15 years... I have never once been scolded like this. This is frankly coming as a surprise attack.

Supv Kramer: I am sorry, but it's, ...

Mr. Qualls: This is a complete surprise, but I will make it right. I'm a professional. I will make it right. I have it right now. I can forward the email to the Board as soon as I sit down, that I sent to the engineer, and get everyone's feedback.

Supv Kramer: I'm sorry. I just don't see us taking time in the middle of a meeting; but thank you. New business.

Mr. Qualls: But did the Board want to consider, Madame Chair, ...whether that they could approve this... and then, subject to your review... if you find it appropriate between meetings, then it can be executed, so what they can do is appoint you as a liaison to finalize this tomorrow, and then, it'll be done. And the Board can take action tonight, and nobody has to wait.

Supv Kramer: I'll... I'll... I'll leave it to the pleasure of the Board.

Supv Kassel: I move, I so move that you that we assign you as liaison for review of this document, and that if you approve of it, then we can go forward with it.

Supv Berube: Seconded.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, approve the Chairwoman to be the liaison to work with Counsel and Engineer to get the Access Agreement finalized and executed. (5-0)

Mr. Qualls: And I apologize for my misunderstanding. I thought that you guys wanted to workshop that, and I certainly learned a lot at the workshop about the access process. And I always take pride in reaching out to Board members in between meetings to make sure that everything like this would be covered, and this comes as a complete surprise, but I'm a professional, and I take full responsibility. Thank you.

Supv Kramer: All right, next item of new business: Insurance proposals. District Manager...?

Supv Kassel: We are going to have our District Counsel Report later in the meeting, aren't we?

Supv Kramer: Yes.

FIFTH ORDER OF BUSINESS

New Business

A. Insurance Proposals

Ms. Montagna: So you have two proposals. I want to apologize to the Board first of all, this should've been done back in May or June. Typically that's when we get renewals so when I took the district in July, I was given these. I did reach out to Egis and get an additional proposal for you, which both are in there. I know a Board member called. There was a little bit of confusion with the proposals. I don't know if anyone else experienced it, but I did try and clear it up with the insurance companies. So you see in there PRIA offers you one and two, and I did clarify with them. You have been insuring not based on the total value of 2.X million. You've been insuring on 1.118 million. Is everybody with me so far? Okay? Maybe, I was just going to say, the FIA insurance proposal does not give us an option to insure at the appraised value, only at stated value. It does. That was what I cleared up, so the reason they didn't include that is because they didn't have a copy of the appraisal that was done whenever the District had it done. So if they were to provide an option two, like PRIA did, the premium would be \$27,271 for option two. And it's apples to apples coverage except for FIA is offering a two year rate lock with this renewal no matter which option you take. The other question Supv Kassel had was the sidewalk, or the safety grant, which is primarily your sidewalks. But there's other stuff included. I gave each Board member a copy of that information, of how we go about doing that because there was nothing in either proposal about that.

Supv Berube: Go back to the \$27,000 number you just mentioned, please.

Ms. Montagna: Yes?

Supv Berube: That would be versus the total package of premium from FIA of 18,246, you jumped to 27,000? Is that what you just said?

Ms. Montagna: Yes, if you go with doing the value with \$2, whatever, versus the \$1 million.

Supv Kassel: So in other words, there's a stated value, and I don't know where the stated value came from.

Ms. Montagna: Yeah, I don't either.

Supv Kassel: but that was, for FIA, they had it at 1.08 million and for... what's the name?

Ms. Montagna: PRIA.

Supv Kassel: PRIA, they had it at 1.18 million, but somehow there's an appraisal. I don't know when we got this appraisal, and that appraisal is at 2.7 million?

Ms. Montagna: According to PRIA, yes.

Supv Kassel: According to PRIA there's some appraisal that our assets are valued or appraised at 2.7 million, so do we go with the policy that only covers us for less than half that, or do we pony up more for that? Now, the question I had about these safety grants on this spreadsheet that you provided, the summary

sheet it says there's a sidewalk safety grant Safety Partners eligible owners to be \$500, but the discount after the eligible safety grant is through PRIA is \$5,000 not \$500.

Ms. Montagna: Correct, it was a typo. And...

Supv Kassel: So it is it 500 or 5,000?

Ms. Montagna: 5,000. FIA Safety Partners Matching Grant Program this program provides a 50% reimbursement for qualifying District expenses such as sidewalk grinding, boardwalk or dock repairs to prevent slip and fall injuries et cetera. The program is flexible, so if PGIT was providing grant funding for something in particular. FIA will do the same?

Supv Berube: PRIA is selling PGIT. Is that correct? So that is the coverage we have now?

Ms. Montagna: Yes. They have always given you, this District, two options of coverage. The one option of the... I don't know what it says... TIV, and then one at the assessed value, which is \$2, whatever, million. You have always insured, not at the appraisal one. You've always done the \$1.118.

Supv Berube: The total insured value? And that was \$25,000 this past year, if I remember right.

Ms. Montagna: Correct, which is about the same this year, and EGIS or FIA, is offering the same coverage, a little bit of extended coverage, and lower deductibles for \$18 and change. So they're saving you, I think it was...

Supv Kassel: 12.3% with the Safety Grants.

Ms. Montagna: Correct.

Supv Kramer: The only difference, well, there's a considerable difference, a higher coverage and much lower deductibles, this one's called FIA which is the lower cost insurance but for the one area of Cyber, and I don't know, is that something... I wouldn't imagine that's something the District needs to be concerned with, since I presume InfraMark has cyber coverage, and you would be the one they would hit, not us. We don't have any real District cyber exposure.

Ms. Montagna: Most districts decline cyber coverage. Some take it as an extra thing if they're doing other things within the District. Also FIA, because I brought up Supv Kassel's point of PRIA is at \$1,118,482, is what they're doing, so they'll match that. They'll bring it up from the one million eight to that number, and your premium would be \$18,456.

Supv Kassel: So, clearly FIA has better coverages and better premium. The question that I want to ask is, do we want to stay with the stated coverage, or do we want to cover ourselves for the appraised value?

Ms. Montagna: Correct.

Supv Berube: Well, the total value only matters if you have a total wipe out, and the odds of having a total wipe out of everything is minuscule.

Ms. Montagna: Which is why I think you always went with the... the \$1.1.

Supv Berube: That one point, that's what the agents have always recommended because a total wipe out is almost never. The other thing that I like is that FIA has earth movement coverage at full property value.

Supv Kramer: Yes.

Supv Berube: Earth movement is a significant risk here in Florida, as we've learned sometimes.

Supv Kassel: I don't think that one incident that we had would qualify.

Supv Berube: No, I understand that, but it's a beginning, right? Who knows. We... we don't see much earth shifting here within Harmony, but who knows. I like the FIA proposal better. It saves some money and if we're getting the same \$5,000 sidewalk remediation coverage, I think we take it.

Supv Kassel: I move to approve FIA for stated value.

Supv Berube: I'll second.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the insurance proposal from FIA, with stated value was approved. (5-0)

Ms. Montagna: Okay, I'll let them know.

Supv Kramer: There is one other thing that I wanted to check on.

Ms. Montagna: Mm-hmm ...?

Supv Kramer: You had contacted them about our elected officials.

Ms. Montagna: Yes. What's your question? Sorry.

Supv Kramer: Angel was not aware that we have a current lawsuit and, it's not against the CDD, but it's being funded by the CDD, and she indicated she was very shocked that it was not turned over to the insurance company. So she reached out and checked with the insurance company, and they said that... I expected them to say, "*No, we wouldn't even consider it,*" at this point since things have been filed and it's been moving along. But they said, "*Go ahead and submit the case.*"

Ms. Montagna: So I reach out just to ask if there was a public official's liability, the Board decided to go a different route, at any point could they go back and say, "*Hey, can you take care of this?*" The answer was yes, you can, but there's a caveat to that. You can submit it, but until it goes through the process, she couldn't tell me if they would accept it or not accept it. But you can definitely send it to them, and then they would determine from there. That's all.

Supv Kramer: Okay, so I just wanted to check with the Board, if they're interested in checking with them to see if they would go ahead and cover it and, take care of the remaining costs. I'm hoping we're at the end of it, but again, you never know when it could flare up again. It has currently cost the District approximately \$40,000 in legal fees.

Ms. Montagna: Also I did check with switching insurance companies. Any claims that may be out there floating around or anything would still be covered under your initial policy that they started with...

Supv Kramer: So that wouldn't affect that.

Ms. Montagna: And it doesn't affect anything...

Supv Kramer: Okay.

Ms. Montagna: ...switching... because whatever started with your current insurance company, would finish with that current company.

Supv Kassel: So we did not, so we have a suit that's ongoing that was initiated during the time where we've been with PRIA, right?

Ms. Montagna: Yes

Supv Kassel: We told them about this suit, but we did not file a claim. Now, we're looking, we've just approved FIA.

Ms. Montagna: Yes.

Supv Kassel: So FIA said that even though there's an existing suit that we did not file a claim with, with our previous insurer, we could file a claim with them? Is that what you're saying?

Ms. Montagna: You could send it to them, but there's no guarantee that they would pick it up. Same with your current insurance company, PRIA. Same thing. If you were to take whatever you had and send it to them, there's no guarantee they would pick it up either, so it'd be the same process. And my biggest question was asking if you switch companies, anything outstanding, a sidewalk claim, anything, will those carry over or stay, and they would stay with your current insurance company that they were started with.

Supv Kramer: Right, which we do have a current sidewalk suit.

Ms. Montagna: Right.

Supv Kramer: And the insurance company did assign an attorney, and that's the other thing I'd ask her to ask them just to be double sure. It works like any kind of malpractice insurance. The insurance company you have when the actual thing happened is the one that continues whether you change insurance companies or not.

Supv Kassel: Well, it sounds like it's the insurance company you have when you file the claim not when it happened.

Supv Kramer: No, I think it's when it happened.

Supv Berube: Yes, when it happened. It's like a car accident.

Supv Kassel: That's what I was asking her, and she said no.

Supv Kramer: This would not be with FIA. This would be with our current, today's insurance.

Supv Kassel: PRIA?

Supv Kramer: Yeah.

Supv Kassel: Yeah, but, after this point, we're no longer insured by PRIA. Their policy ended today.

Supv Kramer: It doesn't matter.

Ms. Montagna: It doesn't matter. It was started while you were insured with them.

Supv Kramer: Right.

Supv Kassel: I see.

Ms. Montagna: And that was the clarification I wanted from FIA is anything outstanding, no matter what it is, is it going to interfere being that PRIA, it started with them. And they said, "*No, your current insurance company will see those things through...*"

Supv Kassel: I see.

Ms. Montagna: ... *and then, anything from October 1 on, would be under FIA.*"

Supv Kassel: So to clarify, Madame Chairwoman, are you asking if the Board wants to file a claim with PRIA?

Supv Kramer: That's right. That's what I'd like to find out because again, there's no way of predicting what the cost going forward will be. It might be as easy as a motion to dismiss and, it might quick for some sort of settlement. But it might be a long, drawn out, go to court, and then, you never know. It could be tens of thousands of more dollars depending on the outcome of the case in court and I... my feeling is I'd rather go ahead and submit it and see what they say because I can't believe we didn't submit it. It was not submitted originally.

Supv Kassel: You're not the only one.

Supv Kramer: There's no reason to be paying for this insurance if we're not going to use it.

Supv Kassel: I agree.

Supv Kramer: So I would encourage that we go forward and submit a claim and see what the adjusters say.

Supv Kassel: With all due respect to our attorney who we've been paying to deal with this particular claim, I move that we submit a claim to insurance.

Supv Kramer: Okay, I hear a motion to submit the claim. Do I hear a second?

Supv Kassel: Don't we have discussion first?

Supv Kramer: No, we have a second. If we have a motion on the floor, we have to have a second before discussion. Do I hear a second?

Supv Leet: Uh... I'll second pending further discussion.

Supv Kramer: Okay.

Supv Scarborough: So, provided the insurance company... I guess a couple questions. They wouldn't decide until, on this litigation, until what? The end?

Ms. Montagna: No, the way she explained... because I don't... I didn't have any previous history on any of this, so when I called and asked about a public official's liability claim, you guys decided to go a different route. You didn't submit it as a claim. Can it be submitted even after, which I was expecting no, after the Board decided to go a different direction? And the answer was, "*No, you can still file it, but I can't tell you if they're going to accept it until it gets to the claims adjuster,*" so, or whoever the process is. It wouldn't be at the end. It would be, you submit it, they review it, and then, say, "*Yeah, we're going to take this,*" or "*You know what? No, we're not.*" And she couldn't give me that information upfront.

Supv Scarborough: If seems like the decision would get quite a bit easier for them to make if we are not a current customer. I don't know if that comes into play, but it could. It probably does, right?

Ms. Montagna: It could.

Supv Kramer: I don't know.

Supv Scarborough: It shouldn't, but...

Supv Kramer: It should not affect...

Supv Scarborough: And then, secondly, who would be the beneficiary of it? Does that money go back to the COD, come back to us, if they were to take the claim?

Ms. Montagna: There would be no money coming back. They would just defend the claim if it was to go to litigation.

Supv Scarborough: But we've already had outgoing cost...

Supv Kramer: Right.

Supv Scarborough: ... that would not be reimbursed?

Ms. Montagna: No.

Supv Kramer: No.

Supv Kassel: No.

Ms. Montagna: Any future costs.

Supv Scarborough: ... future.

Mr. Qualls: So, Madam Chair, if I may ...?

Supv Kramer: Certainly.

Mr. Qualls: I think, as I had said, is it... we're talking about the lawsuit that was filed against...-

Supv Kramer: Harmony Retail versus Supv Berube as an individual.

Mr. Qualls: Yeah, okay, that's what I thought. Yeah, and so like we advised back then, we said what would it hurt to see if insurance would cover it? And so that seems like a good idea that, that... Nothing has happened in that for a very long time ...-

Supv Kramer: Yeah, it's quiet now.

Mr. Qualls: ... which brings, which brings some interesting, but, but as far as w- if insurance would cover, just like we advised before, I don't see it... it could hurt ...- and see what would happen.

<p>On MOTION by Supv Kassel seconded by Supv Leet, the case of Harmony Retail, LLC versus Steve Berube, an individual, is approved for submittal to PRIA for coverage consideration, with Supv Berube opposed. (4-1)</p>
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B. Pool Repair Proposals

Ms. Montagna: So, originally, Gerhard was working getting these repairs. There were some companies that kind of were slow with responding. Some didn't even respond. I actually asked Julie to help

get those because she had extra time, and more time, obviously, than Gerhard did, and so we were able to get those. Only one made it into the agenda because the rest actually came today, and two days ago. So my recommendation to the Board, this isn't an emergency at this point. I would say if you can defer this until the, your next meeting, and we can get all the... I printed them out for you guys, but I mean it's not fair to ask you to review those today and try and make a decision, so I would ask if you defer this to your next agenda, so all of the information you have in front of you can be placed into the agenda for your residents to see as well.

Supv Kramer: All right.

Supv Kassel: Sounds good to me.

Supv Kramer: So any opposition to that suggestion? Okay, so we will move the pool quotes to the October agenda. That'll still give us enough time to get it sent out and awarded and the work done on the pool in the cool weather.

C. Communication With Residents

Supv Kramer: Okay, the next item on the agenda is new business - Communication With Residents. District Manager, up again.

Ms. Montagna: Oh, sorry. So the question was brought up, how can we better communicate with the residents, between the CDD and the residents, and Tim may want to opine on this, but typically, for CDDs, we don't keep resident information because of public records and all of these things. So really the forum for CDDs to communicate is the website, minutes, audio, those types of things. So I don't know how you guys want... I know there's a couple of options out there, some Districts partner with HOAs and will give them content to send out an email blast, if that's something you want to do. Typically, HOAs house that information.

Supv Kramer: Oh, you'd mentioned something about an email address for residents to send in ...-

Ms. Montagna: Yes.

Supv Kramer: ... the biggest concern right now is that people get on Facebook, they post concerns, and expect us to know about, and they may slip by us. We may be doing a hundred other things in the interim, so if we could instead let as many people know that there is an email address for them, to ... Please, you're welcome to post it on Facebook, but don't just do that. Please send it to this email address.

Ms. Montagna: It's the email address (*that should be used*). We'll put it on the website as well. It's cddmaintenance@inframark.com. And we will put that on the website as well, and if you just email that, state what your concern is, what your issue is, and that way we can send it to the right person, and we also track them and make sure that they're getting a status update and a response. And you get a response back, obviously, too, when you email. It's not just a canned automatic thing. There's actually someone on the other end manning that email address. So any issues, concerns, questions, you can send it to that email address. Six people within InfraMark get that email the minute that it's sent. We're going to add Gerhard to that as well, and then, you see it coming in. And then, you get a response. And then, we'll give a status update to that as well. As far as the Board's concerned, when you get your monthly update, there will be a section in there now that will say, questions or concerns that came in through the email address. And it'll have everything that was responded to in there. So you know what came in and what was addressed.

Supv Leet: A weekly update, right?

Supv Kassel: And again, the email...-

Ms. Montagna: We can do the weekly update if you prefer. That's fine, if you want it in the weekly versus the monthly. That's fine.

Supv Kassel: So the email address is CDDmaintenance@inframark.com?

Ms. Montagna: Yes, ma'am.

Supv Kassel: Not Harmony CDD?

Ms. Montagna: No.

Supv Kassel: ... but just CDD Maintenance?

Ms. Montagna: Yep.

Supv Leet: Will the users need to mention that it's for Harmony, or ...-?

Ms. Montagna: Yes, and if they don't, we... typically, because we have other that will go, "*I'm sorry, what community is this?*" And then, they'll let us know what community, or if they put a street address that they have a concern with, or something, we typically will look it up and see where that's at.

Supv Kassel: All right.

Ms. Montagna: And it works really well. We have tracking in there, and all of that good stuff, so...

Supv Leet: Okay, I'm going to be... I need to take a pass over the website over the next few days, with the fiscal year rolling over, you know... meeting times and all that posted... so I'll make sure that gets on there prominently.

Ms. Montagna: Perfect. Any questions about that? How it works, anything like that? And you want it in your weekly update kind of a list? Okay.

Supv Kramer: So, the Board is comfortable with that communication, and that way? I... it's been very uncomfortable trying to communicate out. We do need to find a way to communicate out things like when the trees are trimmed, on what street, and things like that. As you know, because of the Sunshine Laws, it's not good for any of us to be on Facebook. That could trigger a violation, especially if we can't see other people's postings, it's... it's difficult to avoid having two supervisors on one post. So we do need to find... and if you all will think about other ways where we can get general information about things that are going on in the CDD, that the CDD's doing, like the tree trimming and the things that residents need to know. And that way, our District Manager, or its staff, can put that out instead of us possibly getting into that legal quagmire. So think about how we might be able to put stuff out. Social media, Facebook, is not the best way to go about that and, Angel, if you find a way or a suggestion other than the email blast because again, our... our HROA doesn't have all the emails.

Ms. Montagna: Right, it's whoever opts in, so typically you don't hit the whole neighborhood. Is there a news page on your website?

Supv Leet: There is a Bulletin Board on the website. It's on me. It has not been updated regularly since I took it over... briefly, and then... primarily, HROA events and things like that. I don't know if there

is a way to setup so if there was anything that InfraMark would want to add to that, and maybe help offset some of the ...

Ms. Montagna: What we typically do is when we have projects, like street trees, or something like that, we would post a schedule that is given to us by the vendor, and we would post it up there. Now, granted, it's still not going to solve your problem of not all residents utilize the... the website, so that's the main way that we would do it is just put a schedule up there. "*Hey, everyone on this street, you're scheduled for this day... this street's... this day*", and so forth, whatever the schedule may be for whatever project's going on. Let me think if there's some other ways that we could possibly get it out. I know InfraMark does a town square type thing. But again, it's only as good as the people that opt in, so if you ...-

Supv Kramer: Yeah, I don't know, I was thinking of like a message board. The rolling, flashing message boards are not Harmony... so some way to communicate...

Ms. Montagna: Yeah, some communities have the bulletin boards that they put in communities, and it gets swapped out information on there. I don't know if that's an option.

Supv Kramer: We do have several bulletin boards. I don't think they've seen new information for years.

Supv Leet: They actually have the old Developer's website on there that is no longer being update like you were saying.

Supv Kramer: Yeah, so our bulletin boards need some attention.

Ms. Montagna: Okay.

Supv Kramer: And we could definitely post our new email address to report any concerns to.

Ms. Montagna: All right, so we'll look into all that. I'll have something maybe a little more concrete at the next meeting.

Supv Kramer: Okay, thank you. All right, the next order of business is our Subcontractor's Report. Servello?

Supv Kassel: May I make a request in future meetings that Servello can report before we go into old business?

Supv Kramer: Sure.

Supv Berube: Yeah, early on.

Supv Kramer: We can move them up. Is there anybody opposed to doing that?

Supv Berube: No, pull 'em up, get 'em out of here.

SIXTH ORDER OF BUSINESS

Sub-Contractor Reports

A. Servello Landscape Solutions

i. Grounds Maintenance Status

Mr. Betancourt: Harmony is looking a lot better. We have been working Fridays straight. July and August audits are completed. The only one left is this last one for September. There are about ten to fifteen items to contend with.

Supv Kramer: Okay. So you're working hard on those problems?

Mr. Betancourt: Yep. We'll be working on those this Friday, at least some of them.

Supv Kramer: Okay. Good. What I've learned, the weeds in the fence, the flower beds, they're growing higher than our ornamental grass. So if you guys can do that down near the pond and more in the front.

Mr. Betancourt: Where?

Supv Kramer: Around the pond, that's what they call Long Pond, near the lake, between the lake and Schoolhouse. I know you guys are struggling and I keep getting emails complaining. Okay. Any other questions concerning just our regular grounds maintenance?

Ms. Montagna: I do.

Supv Kramer: Yes?

Ms. Montagna: Scottie, you and I had a conversation I know there's been a couple of Board members reached out while I was driving here about a couple of things, and you and I already discussed it, labor versus component charges if you could explain that to the Board.

Mr. Feliciano: For irrigation?

Ms. Montagna: Correct.

Supv Kramer: Oh, okay, so we're shifting gears.

iii. Irrigation System Evaluation – {topic taken out of order}

Mr. Feliciano: Okay, with the irrigation labor, it's built into the parts, as discussed, and stated months back by Corey, at the time. Now there is separate labor and diagnostics, meaning that if we have to spend hours for tracking valves that cannot be found, cut lines, any wire tracking, or anything that cannot be found, then there is an additional cost related. It doesn't go into your regular monthly irrigation inspection. Your monthly irrigation inspections cover the inspections of the entire system, nozzles getting cleaned out, rotors being adjusted, making sure you've got good coverage, and stuff like that. Then you also have your contract, with the pre-approval as well, with the pre-approval. Now, typically with diagnostics, wire tracking, and stuff like that, it's a guessing game, to be honest, that's why typically you will see diagnostics; they provide hours of basically NTE. It may take up five hours to find it, or it could take one hour to find it. If it's one hour that we find it, that's what your charged for, is that one hour time. And anything that has an NTE attached to it, and I'll use main lines as an example. If we give the NTE say \$1,500, it may take us \$800 to repair that main line, but anything over that, then Servello pretty much eats that cost. That's our mistake for not catching it, you have one right now that... that I had to come out today to look at on Cat Brier. But that's going to take more of a love, maybe Gerhard and Kirk Allen, who's running our irrigation and he's been doing it for over thirty years, but you have your Maxicom wires wrapped around a tree root and it's located where the main line is broken, it's located where you sleeve to go under the road. So, right now we have to figure that out, and how we're going to do that so we can save the trees. That root had to be cut because the wires were tangled up in it. It's a big repair.

Supv Kramer: I did notice on the newer bills that had been showing up on Avid, that you have a description at the top, mainly if it is a main line break. And we can't expect you to add in cost into the pipes

of the labor that would be going to the main line breaks. So, I understand that that has to be separate but then if you're just going into to change out a rotor that has been run over by a golf cart or something like that, then we wouldn't see any labor in that.

Mr. Feliciano: You would not see any labor in that unless, and they normally spell this out on the proposal, unless say that router is entangled in trees, and you have to move it back and re-adjust it. So far, we haven't been, I don't think we've been doing any of that.

Supv Berube: I think the simple addition to any bill that has components and labor on it, it just explains why there's extra labor being charged. That's what we're asking.

Supv Kramer: Yeah, and I think they have added that, in that they are adding the main line breaks. You can understand that with the main line break, the parts are going to be rather inexpensive, but the actual labor is going to be huge, because ...-

Mr. Feliciano: Yeah, because that's more labor intensified. And, then again right now the main lines located on this property are very, we're running into major issues along with Cat Brier, now there's one in Harmony Square, and what's happening is, with the system, and all of the system is, as soon as you get one main line repaired, you're adding pressure to other ends of the main line, the only way how we know is those areas of the mainline, so it's going from one break to the next break, and so forth. I think the one on Cat Brier looks like it was already repaired before, so this is back. Unfortunately ...-

Supv Berube: It passes along Cat Brier. We just can't get it out of the root wood. You cut it up ahead, cut it off after, do a Uwe around it, and put it all back together.

Mr. Feliciano: Well, and that's why we look at it, I'm thinking about that's what we're probably going to do is just trench and, I think we need to just trench around it, and cut what roots we can and just bring it out and trench around it. Now, in that case, you may see this, you know, the unfortunately, the technician can take all that into account and he submitted the NTE, which got approved. Now, in the future, you may say, "*Hey, why is this more expensive when you it before?*", that's because we had to adjust the NTE.

Supv Kramer: You've learned your lesson. Okay. All right, while we're on irrigation, real quickly, this is the end of your six month trial period that we had set up, and I had we on the agenda package the irrigation evaluation. I think all of the have a copy. As we went through, what we've got, and I did reach out to Servello and I got the numbers off of Avid. There are a couple of bills that Servello is submitting as we speak. So, their cost needs to bump up about \$2,000. So instead of \$21,667 for sixth months it'll be \$23,667.

Supv Kassel: We're still saving \$35,000 over doing it in house according to this irrigation evaluation.

Supv Kramer: Yes.

Supv Kassel: Over the last sixth months.

Supv Kramer: That's correct.

Supv Berube: Except for the last three months you're having the wrong information because of the rain every day, so there's been no water use.

Supv Kramer: Well, actually I went back and double checked, looking at several bits of rainfall data. Our current water bill, which is a very impressive still, is \$4,001 for this month. This time last year, it

was over \$19,000, and when I say this month, that bill's month that was a month where we had three much dryer weeks for which Maxicom was watering. Now, again in the bill coming up there, there's next time it should be as low as, if not lower, because it's going to rain almost every day. So, as we go through, we're still seeing phenomenal savings on water, but again, we will continue watching it, I think it's important to watch it, but at this point I think the numbers kind of lay it out, and I will entertain a motion to renew the irrigation contract and have it ride as an addendum to their existing contract.

Supv Kassel: So moved.

Supv Leet: I will second

On MOTION by Supv Kassel seconded by Supv Leet, with Supv Berube opposed, the renewal of the irrigation addendum to Servello's contract was approved. (4-1)

Supv Kramer: All right, so you (*Servello*) will continue to do our irrigation for a year.

District Counsel: We had already provided a draft extension to Scottie. You had said to bring one in the back pocket. And so they've taken a look at it, we just need to make two or three tweaks, real quick.

Mr. Feliciano: Yes.

Mr. Qualls: And we'll get that done tomorrow.

Supv Kramer: Okay great.

Mr. Qualls: Thank you.

Supv Kramer: Thank you.

Supv Berube: I have some comments concerning four or five months ago, I said let's keep it going because the overall situation is adequate, and the price as well. Now I'm sorry I did it. The property looks terrible.

Supv Kramer: Right, we know, we've all been concerned about it ...- Sorry, we are short on time.

Supv Berube: Well that's not my problem.

Supv Kramer: Yes, it is. You signed the contract for limited time meeting space.

Supv Berube: Now, I'm sorry that I said that we could keep you {*Servello*} here, bluntly, but the place, despite what Pete says, there are improvements, but there's still a lot of areas that are terrible. Grass is so old that when you cut it, you leave hay bales. [*inaudible*].

Supv Kramer: I need to call a point of order.

Supv Berube: And there's a brown area there, with weeds screwed up, it really hasn't improved, they are constantly short of people, the residents are up in arms

Supv Kramer: Let's take this up ...-

Supv Berube: And I am aggravated, and it's been nothing but excuses from you folks, nobody wants to say this, but I'm saying this.

Supv Kramer: I think we have been saying it and ...

Supv Berube: I'm agitated.

Supv Kramer: There's nothing at this point but to move forward to get our RFP in order. If you have one in your back pocket then we can do something.

Mr. Qualls: Madam chair... Madam chair... I'm sorry, this is important. There... there's been no discussion by this Board about moving forward on an RFP at an officially noticed meeting.

Ms. Montagna: That's right.

Mr. Qualls: I'm just clarifying the record for you, I'm not arguing.

Supv Kramer: Let me clarify this.

Mr. Qualls: I'm not arguing. I'm just ...-

Supv Kramer: You're right. We are not... we are moving forward with preparing the documents that we will need at the end of the one-year period to go out for an RFP when we have to. We also have the ability to pull a ripcord and tell them goodbye with 60 days notice, in which case we need those documents prepared. I'm not saying we have published, and it is obvious to anybody in the public, we do not have an RFP out there on the streets. Okay. So, let's put that to bed.

ii. Dahoon Pocket Park Proposal

Supv Kramer: Let's go on. The Dahoon Holly proposal, I had a question on this. I wasn't sure why this has even been proposed. Two months ago in July, we approved several things that were suggested by Tom MacCubbin. They haven't been done yet. Mr. Berube, Supervisor Berube, has continually talked about the bald areas along Cat Brier that are an eyesore and a problem that the home-owners association has cited, but none of that has been addressed. Why are we here today with this proposal?

Mr. Feliciano: Well, Madam Chairwoman, that's my mistake there. I don't leave those types of proposals in Pete's hands. I typically get involved with that and so I apologize for that. We will have that proposal (for Cat Brier) to you for the next meeting.

Supv Kramer: And we've got a proposal for Dahoon Holly, to replace the jasmine with St. Augustine. It doesn't look horrible, like Cat Brier, and some of the others should take priority. I'm not sure why this is before us.

Supv Kassel: So, I propose that we table this proposal for now, while we evaluate it; but, honestly, I'm not in favor of new sod, really, almost anywhere, and I'd like to see new jasmine or just cut out some of the old jasmine and put some new jasmine in.

Supv Scarborough: I vote for both that, too.

Mr. Feliciano: [*inaudible*]

Supv Kassel: Okay, we'll move we table.

Supv Kramer: Okay. It's tabled.

i. Grounds Maintenance Status – {discussions *returned to prior topic*}

Supv Kramer: The last, there are two other things. Tom MacCubbin has contacted us and is asking if we wanted to do another round of evaluation. We could consider it, but at this point, from the list he gave us last time, we haven't even scratched the surface of, so I don't know if that would be beneficial or not.

Supv Berube: Evaluations... the trees or overall?

Supv Kramer: Overall.

Supv Berube: Well, so the overall, you're correct, we haven't scratched the surface of the previous report. So, I don't see any reason to move with another one, and I think that the trees, maybe should bring a second opinion from the gentlemen that we spoke to ...-

Supv Kassel: The arborist.

Ms. Montagna: Yes, and I have him actually coming out next week.

Supv Kramer: Wonderful.

Ms. Montagna: To evaluate the one tree.

Supv Berube: Well, yeah, that situation's ongoing with Servello as well, which I guess, maybe, we're going to get to address.

Supv Kramer: So at this point I'm hearing from the Board to let Mr. MacCubbin know that we won't be needing his services right now.

Supv Kassel: Not immediately. We haven't been able to act on what he has provided us already.

Supv Kramer: Once we get some headway on this, we can consider it again. The certified arborist that the District Manager just mentioned is coming to evaluate one tree.

Ms. Montagna: He's coming to evaluate the... the one tree that we're working on, on Cat Brier. Yes. Correct.

Supv Kassel: Is there a price for that?

Supv Kramer: It's \$200. And if the tree has to come down, the \$200 will be deducted from the cost of the tree removal.

Supv Berube: Truly, perhaps expand on that and, because we had several other trees that Mr. MacCubbin said ...-

Ms. Montagna: And that's my question; do you just want him to do that one, or would you like me to add other trees to it?

Supv Kassel: Do we know what the cost would be?

Supv Kramer: I don't know what it would cost to do the others. I have no trouble with letting him do just one tree and then I think we need to ask him to provide a proposal to us.

Ms. Montagna: Okay. We can do that.

Supv Kramer: And give us, you know, some costs and how we could go about handling our tree issue here.

Supv Berube: And that gets us into Mr. MacCubbin's report, which recommended taking down a number of... 8 or 10 trees.

Supv Kramer: There are several trees that need to come down, I have no doubt, and one, a couple of them have borers in them that are going to go onto other trees if we don't do it.

Supv Kassel: Right.

Ms. Montagna: So, I'm going to have him come and do this one tree, and then ask him for a proposal to evaluate all the trees in the community.

Supv Berube: Well, no, Mr. MacCubbin called out some trees specifically that should come down immediately. I'm suggesting we have him give a second opinion on those, and does he agree, and what should we do with those. That's what I'm suggesting.

Ms. Montagna: So, based on MacCubbin's report.

Supv Kramer: Okay, I was looking for something a little different. I was looking for him to provide us with a recommendation on, how should we go forward evaluating the trees? He had mentioned something about splitting the community up into segments, and that if we need extensive work in each segment, one segment a year on a five-year rotation.

Supv Leet: So let's say we propose more than one tree, since he is coming out here, a Not To Exceed, and then, for the future, do the proposal to evaluate the entire community.

Supv Kramer: That sounds good.

Supv Kassel: What's our Not To Exceed?

Supv Berube: We've got to do the problematic trees before they get worse.

Supv Kassel: \$1000?

Ms. Montagna: Not To Exceed \$1000 and I'll go off of MacCubbin's report.

Supv Leet: For however many trees he can do.

Supv Kassel: There are some on Cupseed, and some in Town Square, and some in the circle at the Lakefront.

Mr. Feliciano: And just to be clear, we proposed taking down those that he suggested and you guys turned it down.

Supv Kramer: No, we told you to go ahead and cut down the one that is dead in the Lakefront circle and hold off on cutting the ones that are still alive. We told you to cut and replace the ones on Cupseed; and you were going to go ahead and throw in the work on the tree in Town Square. I'll have to look back on it, but I thought the only ones we took out were the three live ones in the circle.

Supv Berube: It is easier to have confusion when you have information coming from multiple people, so that's why I'm trying to settle on Mr. MacCubbin's report while Mr. Pippin here. Let's get an opinion from him as to what to focus on.

Supv Leet: I'll move that we allow a Not To Exceed of \$1000 for Mr. Pippin to evaluate.

Supv Kassel: For those eight trees.

Ms. Montagna: Got it.

Supv Kassel: Nine trees actually. It was the one that had gotten cut originally and then the eight trees that are struggling.

Supv Kramer: Okay, I have a motion, do I hear a second?

Supv Kassel: Second.

{The record will reflect that Supv Scarborough departed before this vote }

On MOTION by Supv Leet seconded by Supv Kassel, with Supv Scarborough absent, an evaluation of Harmony trees by Mr. Pippin at an NTE cost of \$1000 was approved. (4-0)

Supv Kramer: Next order of business is the inside tree trimming. At this point and time it is at a halt. We are waiting for a corrective action plan and we have a lot of lion's tailings and I don't know if you want to say figure out what the work-to-date is valued at and pay you guys out and let the certified arborist take over from there on those trees.

Mr. Feliciano: We can finish the job. We've done the job here three years ago with no hiccups.

Supv Kramer: There are a lot of hiccups now.

Mr. Feliciano: Unfortunately, there are some hiccups. I wouldn't totally agree that there are a lot of hiccups. Certain branches were left with a knob on it due to, you can have the arborist to look at it, because the trees are already sickly. Problems on the trunk of the tree.

Supv Kramer: What I would like to do, is now that you are back from vacation, I can sit down with you and Brett and we can figure it out. Does the Board have any input on this as to whether we continue on, or ...-?

Supv Kassel: I think it just needs to be evaluated and I mean, he's back from vacation, it's going to happen in the next week or so, I think it's just fine to wait another week and a half or two.

Supv Kramer: Our trees aren't going to die because they are not trimmed

Supv Berube: Whenever you have people doing work whether irrigation, fixing vehicles, building house, trimming trees, everybody's going to have a different opinion and say the other guy's wrong. We've got to get the experts involved, so let the Chair get together with you and Brett and maybe Mr. Pippin or whatever and once everyone talks about it, I'll be happy.

Ms. Montagna: Who's evaluating this project, before we move on?

Supv Kramer: I don't think anybody's evaluating. I think we are going to sit down and discuss whether it can move forward.

Supv Kassel: ... but the Chairwoman, Brett, and Scottie.

Ms. Montagna: Okay, just wanted to be clear.

Supv Berube: There are several issues there. One, the way the trees are being trimmed. The style and all that, and the management of the traffic and safety equipment, PPE, and all that. So we could settle a couple of issues that I have.

Supv Kassel: Notification of residents.

Supv Kramer: All right,

Mr. Feliciano: One thing I have on notification of residents is it's not going well at all on trimming of trees even though last time they were given plenty of notice and the residents refused to remove their cars.

Supv Kramer: Okay. Has it gone much better this time? I don't know what was reported, but I've been monitoring

Mr. Feliciano: They have been knocking on doors too. Well one of the things I wanted to suggest, in one of our larger communities in Lee County, they have signs up. Any time we trim their trees we put up the week prior on their street saying tree trimming and ...

Supv Kramer: And that's what we've been doing and the residents have loved it and I've been posting daily so they will know when they are coming. While you were away, I don't think that was a critical issue

Mr. Feliciano: It doesn't appear that way, but what I'm telling you is this year we knocked on more doors asking residents to move their cars than we did last time. So maybe if when you were on the street and see no cars that's because our guys are knocking on doors, and if they don't, tagging the trees, having to leave knowing that the trees are untrimmed and then we have to go back to that tree a couple days later.

Supv Kramer: Okay. Well we're doing the best we can and we'll see what we can do going forward. Thank you so much.

Mr. Feliciano: No problem. Thank you.

Supv Kramer: Any other comments.

Supv Berube: No, I've busted you enough. See you next month. Take care.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

Supv Kramer: District Engineer up next.

Supv Berube: Well, let's talk about this guy.

Supv Kramer: Well, if it's already written down in your report.

i. Monthly Report Summary

Mr. Hamstra: I'm hitting 3 high points, then I'm done.

Supv Kassel: And I have a question.

Mr. Hamstra: Okay. Foot bridge repairs: we met with the contractor on site. He did not install the erosion control properly, he agreed he made a mistake. He got a new crew and that work has been done. He's going to have a vac truck out there tomorrow to move all the rock he put in place and put the filter fabric in and put the rock back properly and install at the proper thickness that was put in originally.

Supv Berube: Question for you sir. Have you looked at the outcome of that flowable fill and the lack of sealant and such?

Mr. Hamstra: I will be out in the area tomorrow morning and I was going to stop by and check their work.

Supv Berube: Okay.

Mr. Hamstra: The next item is the Garden Road. We have finished what we consider an exceptional plan and the cost estimate. We are trying to schedule a meeting with the Water Management District to see how they will treat the different kinds of surface treatments, whether a pond will be required or not, and then we'll engage the county and FGT to see if they disagree with each other on what we put on to stabilize the roadway. The number ranges between \$150-350,000. Just to let you know.

Supv Berube: To surface the Garden Road?

Mr. Hamstra: To create what the county would like to see, which is paved road, versus a stabilized road that FGT would like to see; but to get it stabilized, the South Florida Water District may say I need a pond for what you are doing.

Supv Berube: So the county wants pavement, which we cannot do.

Mr. Hamstra: FGT does not want pavement.

Supv Berube: The county wants pavement, but FGT says no. So we need some type of stabilized surface?

Supv Kramer: At least on that portion where the pipeline is, and again if we pave it, we definitely require ponds which means we have to cut our parking area in half.

Mr. Hamstra: Or, if we can do a semi-impervious surface, they may just say, "*that's ok*", because you are allowing some water to perc into the ground.

Supv Kramer: So, you're balancing three different entities requirements?

Mr. Hamstra: Something came up last week you guys had some good storms and I got a couple of phone calls from two homeowner within the Estates. I went out there two days later, well after it had stopped raining, and there were 3 streets still under water. Water was not moving. I talked to one of the neighbors, who was very informative, and in all the yards back there the water is not moving. I told him I would look into it and report back to him next month as I wasn't sure it was a design issue or a maintenance issue at this point.

Supv Berube: I sent you an email regarding that. Did you get it?

Mr. Hamstra: Yes, I did

Supv Berube: Are there storm drains back there? I had a conversation with Mr. Boyd 3-4 years ago for the same problem; water standing in those areas. He told me he thought it was surface grates, and I thought I had seen some in the past, but nobody has ever found them.

Mr. Hamstra: I told the people that I met with that I was going to go out there with a set of plans that got permitted, and they did show a bunch of yard drains. I just don't know if they are in there, and if they are, after all these years, are just covered up with debris or whatever.

Supv Berube: That's the issue. If we can find where they are at, we can potentially have field services go out and find them and maybe that would solve some of this problem. I don't know.

Mr. Hamstra: Lastly, I want to apologize to the Board as well. Tim did reach out to me on several occasions about the letter, and I don't want him to take all the abuse, because it was equally my fault, and I apologize to all the Boar of Supervisors. As quick as I can possibly be, Tim, you're next.

Mr. Qualls: That's going to be tough to beat. Thank you, David, I appreciate that.

Supv Berube: You've already been blasted so you're not going to get any more.

Mr. Qualls: Well, listen, it's said that God chastens those whom he loves, and I felt the love tonight. So thank you.

ii. Engineering Services Proposal – {Delayed until later in discussions}

B. District Counsel

Supv Kramer: District Counsel?

Mr. Qualls: The Davey matter has been dismissed, the Servello contract extension is done, and the irrigation extension is almost done. Let's save C for later. I think this may be the homeowner, but I think it's clear what he needs to do, and I've directed him to get with the engineer.

Supv Kassel: I'm sorry, what ... can you ...?

Mr. Qualls: Item C, the swale; if we can take that last, because I think the homeowner is here. But a letter's been sent, and I put the homeowner in contact with David on the details.

Supv Kassel: Okay.

Mr. Qualls: *Workshop* – I had a little difficulty hearing we don't need to rehash all that but there were some misunderstandings, but I have put together an initial draft for a tree trimming comprehensive policy. I got with a dear friend of the firm, the stuff that they had was much different, but we're working on it. I got together with Brett Perez to try and get some language on how the District is described in this policy and the District role to maintain the trees. I will have a draft to Madam Chair on that I guess, or whoever the liaison is, as I've been working with Madam Chair on those things, but I'll have a draft of that to her, shortly, as soon as I hear back from Brett. *Straightline Fencing* – As you guys will recall, \$8,800 has already been paid as a deposit, the fence never got put up because the project had to be stopped. I contacted the owner of Straightline and he said the \$8,800 has already gone to purchase materials, an additional \$4,000 would be needed to cover the additional costs to get the rest of the materials. So the \$8,800 did not cover the entire purchase price of the material. He would need \$4,000 extra to cover the additional. Once that 4K is paid, he'd be happy to deliver the material or he's happy to work with the Board on a new project. I don't think it makes good sense, with everybody's time to debate this now, perhaps a liaison could be appointed to work with and give you direction on how you guys want to deal with the fencing moving forward with of course, David's involvement.

Supv Berube: That makes no sense. He says he spent \$8,800 on new fencing, that's what he said, right? But he wants four more thousand to buy additional fencing and continue the project?

Supv Kramer: No, no. He said the cost of that fencing that he has sitting in his warehouse was actually \$12,800.

Supv Berube: Then show us an invoice and prove it.

Supv Kramer: We can do that. But the bigger thing is, where are we going to store the fencing?

Supv Berube: It's not the point. You know, it's \$8,800 of our money, it's been two years, at this point the money is gone, we've got to do something. We gave him the people's money.

Mr. Qualls: And we've demanded it back.

Supv Kramer: Once we get all this worked out with the county we can come in and put that fencing up. The problem is handing people money upfront and that's what I want to make sure we don't do in the future.

Supv Kassel: Correct.

Supv Kramer: We need companies that are large enough and well enough funded to be able to do the projects and then get paid instead of us handing them 50% or whatever upfront.

Mr. Qualls: In another item I will address, which is we are going to be works hopping and maybe rule making some stuff, you guys could consider that. I wouldn't make that a blanket policy, because I've seen where large, large projects they require a deposit, even the biggest companies.

Supv Kramer: And again, we can look at paying them as they go. I don't have trouble with that but putting 50% or more upfront is concerning. But that... So who would you suggest as liaison to resolve this issue?

Mr. Qualls: Oh, I'm not touching that. Oh, okay, good grief, I'm in enough trouble.

Supv Kramer: I don't know. I wasn't on the Board when the question of the fencing came up. I can't imagine that he really has that much six-foot fencing sitting in his warehouse waiting for us. I really can't.

Supv Berube: I would be willing to bet that he never bought the fence. No contractor would until he's ready to go.

Mr. Qualls: Right, and this isn't new, I think this was mentioned over a year ago, right?

Supv Berube: Yes.

Mr. Qualls: So yes, I think with a liaison, we can get with him and we can resolve it. Well look, if the money is gone, the money is gone.

Supv Berube: I know the guy. I'll do it.

Supv Kramer: Okay. Fine with me.

Mr. Qualls: Okay. All right so the easement access agreement that's been covered. I have emailed you the version, Madam Chair.

Supv Kramer: All right.

Mr. Qualls: The change order policy update. The Board discussed and made no formal decision about having wiggle room if it's a small change order to authorize that in between meetings and not have to

come back and do a whole other contract. That makes good sense. In discussing this with Madam Chair, what thought would be best would be to add something like this to your procurement language, do a rule development workshop, address this and other issues that have come up. So I think that would be the best way to handle it. We have changed the verbiage in the contract that says the District, or its manager may approve a change order, but change orders are still strongly discouraged which is what you want. So I think that's enough of an update on that. If the Board agrees to have a rule workshop about this subject, I think you guys can cover a lot of ground. So ...

Supv Kramer: Okay.

Mr. Qualls: ... all right, I'll move on. Update on potential meeting space at First Nature Ranch. This was discussed last month. I got with Supervisor Kassel, she gave me the facts of the nonprofit, I reached out informally, initially to the general counsel of the Commission on Ethics, we talked about it, he said I would recommend you request an opinion. So we did request an opinion, and that is in the process, in fact the executive director has reached out to me today and asked for some additional information, so that's in the works. At this point, Ms. Kassel is the interested party and so she'll be working, and we'll help of course, but she'll be working with the commission to give them everything that they need and to make the decisions as far as what kind of opinion she wants on that, and so there's really nothing for the Board to decide but just to wait and see what the outcome of that is. I do think it will take... they are just slammed, they are looking for attorneys, everybody is looking for help these days, good help is hard to find, everybody knows that. The Commission on Ethics is no different, they are looking for good attorneys, so I would anticipate this will take some time but it's in the process and it's in the works. Another thing I wanted to mention, it was suggested at the last meeting, and I said I would look into it, a short form contract to have where people can just sign it or fill in the blanks. I thought long and hard about that and I advise against it. A contract is at its fundamental essence, a meeting of minds, where two parties get together and negotiate. A lot of that language is standard. The real devil is in the details of the duties. That contract has saved a lot, okay? That... It's helped you a lot through the years. What you could do is in your rule workshop, you could make a decision that on contracts for less than a certain amount, where the money is not enough to spend a lot of staff time on, that those could just be approved by signing the proposal.

Supv Kramer: You've advised against that in the past, so is that something we can do?

Mr. Qualls: If it's a Board decision, but if the Board said up to \$2,500 - I'm just going on a 2,500 or less, it's not worth all the staff time - we can go ahead and do the proposal. It would never be my recommendation. This was not my idea. I like our contract. I think it's a solid contract.

Supv Kramer: That's fine. But what we've got right now is, we've got Field Services and other folks entering into pressure wash roofs or painting with basically... not using our standard contract, so that is where that came up, to give us some protection, right now we're wide open and we don't have anything.

Mr. Qualls: Sure. And that's outside of my control. So I would encourage, if that is happening, ...

Supv Kramer: So you would encourage us to use the regular contract and ...

Mr. Qualls: Well, I'm always going to say to have a contract. This idea of the regular contract, it's a great contract, we've used through the years. But the thing that you change is the scope of services and the duties.

Supv Kramer: Exactly, and the amount.

Mr. Qualls: That's the key. That's where all the rubber hits the road.

Supv Kramer: That's right.

Mr. Qualls: So it's important to have that in writing. Okay I know I'm talking fast, and I know also when I get hyper, I can sometimes come across a little over the top. God made me high strung and so don't take offense to it, it's just how I am, I try to change ...

Supv Kramer: Not a problem at all.

Mr. Qualls: Okay, next is, I was asked to look at the parking and we have drafted a resolution that would cover unauthorized parking in District areas. The law is that you have to have a sign out there unless the vehicle is parking on an important thoroughfare or if it's preventing the ability of the District to do its business. So all of this is laid out in the resolution. That resolution has been sent to the Chair; she has not had time... I just sent it to her literally at the Chick-fil-A when I was down the road... but this had just come up so we're ahead of schedule on this one and I look forward to the feedback.

Supv Berube: Wait, the parking is in District owned areas, not our commercial parking facility.

Mr. Qualls: Yes, this is parking in this is cars that have been ...

Supv Berube: Like around the pool and stuff?

Mr. Qualls: Yes, this is cars that have been sitting, from my understanding, at the recreational pool facility ...

Supv Kramer: Right.

Mr. Qualls: ... for weeks. Yes

Supv Kramer: Yes, at the Ashley Park Pool we have a lot of extended parking going on there for non-pool users. We also have a derelict vehicle that they really can't seem to get rid of, so I brought this to Tim's attention about a month ago and he's still working on it. But right now the PT Cruiser is still with us.

Mr. van der Snel: I called code enforcement and they said they'll take a look at it and that was last week.

Supv Kramer: And you haven't heard anything more?

Mr. van der Snel: And I called again, left a message.

Supv Kramer: Because this has been in the works for two months, it's been sitting there almost 3 months.

Mr. van der Snel: I called sheriff's department, I called, uh ...

Supv Kramer: All right so we've got to get that up. We got to get signs, proper signs up, we got to enter in an agreement with the tow company that will cost us nothing.

Mr. van der Snel: Right.

Supv Kramer: And then the tow company... Field Services will call the tow company and say, this has been sitting here and... they'll sign a sheet of paper and say this has been sitting here...- If you'll give me... if you're okay with that... do we need a resolution from the Board? Or ... I don't think we need it to put up new signs and stuff.

Mr. Qualls: I don't think you do, but here's what I would advise for it. It puts the public on notice, nobody can come and say, "*Oh, we didn't know about this.*" Of course, the signs do the same thing ...

Supv Kramer: Right.

Mr. Qualls: ... it's up to you. I'm always going to recommend... but I think you could go ahead and do it and, and you could ratify it through the resolution, and we can just do that.

Supv Kramer: Okay. Does anybody have any preference?

Supv Berube: Ratify it later.

Mr. Qualls: You have that express authority. Okay, so I believe I've covered everything except item C, and again, I'll just save that for the end; but the position of the District is clear. I think this can be worked out between the homeowner and the engineer. And unless there's any questions, I'm done.

Supv Kassel: Wait.

Mr. Qualls: Yes?

Supv Kassel: So just about that item C, it's been over two weeks, what is the next step?

Mr. Qualls: So, the homeowner has requested an extension of time. What the letter said is, if it wasn't done in 14 days, the District would take steps to remediate the issue, and then send the homeowner an invoice. It's really a decision of the Board, what you want to do next.

Supv Kramer: Is the homeowner here today?

Unnamed Resident: We're the next-door neighbors.

Supv Kramer: Yeah, you're the next-door neighbors.

Mr. Qualls: Okay.

Supv Kramer: The homeowner is not here. My concern right now is, it's costing us engineer time and it's costing us other costs to continue on in this... I don't know if the Board wants to go ahead and remediate now, and then attempt in some manner to get the homeowner to remediate, so we can vote, because I'm not confident we're going to do anything other than delay.

Supv Berube: This has been going on for months and months and months and months with other things at that property. They've had advance notice, the neighbors are yelling about it, they got a lawyer's letter that says you've got two weeks. I'm saying we need to get on with it. If we give them an extension of time, it goes to another extension, another extension. Take action. It's a flood risk, we're in the wet season, and it needs to be fixed. I'm in favor of moving forward to fix it.

Supv Kramer: Okay.

Supv Berube: ... I'm okay with moving forward to fix it and billing it.

Supv Kramer: All in favor of motion to have InfraMark and/or a vendor move forward on fixing the swale and we'll keep track of all the cost and items and bill them to the homeowner.

Supv Berube: Second.

On MOTION by Supv Kramer seconded by Supv Berube, with all in favor, InfraMark to move forward with the repairs to the swale and/or find a vendor to do this work and the CDD will bill the resident, was approved. (4-0)

Supv Berube: The wheels of government spin slowly folks but we get it done.

Ms. Montagna: So it was for InfraMark to fix the swale? In ...-

Supv Berube: InfraMark to hire a contractor ...

Ms. Montagna: Right.

Supv Kramer: Either fix it or hire a contractor.

Ms. Montagna: Right. And then we're going to bill the resident?

Supv Kramer: We'll (*the CDD*) bill that homeowner.

Ms. Montagna: Okay.

Supv Kramer: All right, anything else?

C. Field Manager

Mr. van der Snel: Maybe I can chime in on something that we still have pending with Arrow Pavement. We still have that second ...-

Supv Kramer: I think we've already given them the message.

Mr. van der Snel: Has Arrow Pavement received a letter from the District that the decision was that they will not pay?

Mr. Qualls: What is this?

Mr. van der Snel: So Arrow Payment did a change order for \$2,700 without our knowledge, so we paid the ...

Supv Kramer: They didn't do a change order request.

Mr. van der Snel: Okay, but they ...

Ms. Montagna: I think this was decided at the last meeting, that the Board decided they weren't paying for the change order.

Mr. van der Snel: Okay, but did Arrow Payment receive notice of that?

Mr. Qualls: It was at... the notice was at the board meeting. No, why would there be?

Ms. Montagna: Yeah.

Supv Kramer: At the last Board meeting we agreed to pay them provided they would sign the releases. Did they sign the releases?

Mr. Qualls: We paid them.

Mr. van der Snel: We paid them... yes?

Supv Kramer: Hopefully the check said paid in full for the work they did?

Ms. Montagna: Yes. The only thing... yes, the Board authorized to release that payment, but we were not paying the change order.

Supv Kramer: Right.

Ms. Montagna: And that's where it sits right now. And did I notify Arrow? I did not.

Mr. van der Snel: Okay, so nobody notified Arrow, so ...

Mr. Hamstra: I can if you want.

Ms. Montagna: ... technically, the Board meeting was notice, but if you want someone to notify Arrow to tell them we're not paying the change order, we can do that.

Mr. van der Snel: Yes.

Supv Kramer: Okay.

Mr. van der Snel: Good, that's all I got.

Ms. Montagna: Okay. I have a few things, really fast.

Mr. Hamstra: Can I squeeze mine in or do you want to go?

Ms. Montagna: Okay, go ahead.

ii. Engineering Services Proposal – {Resumed from earlier in discussions}

Supv Berube: After all the tension in this room tonight you want to come back and ask for more money? Are you sure?

Mr. Hamstra: I'm looking ...-

Supv Kramer: I'll move for approval of \$50,000 for the fiscal year 2022.

Supv Kassel: I'll second that.

Mr. Hamstra: It'll be a three to one vote, I'm okay with this.

On MOTION by Supv Kramer seconded by Supv Kassel, with all in favor, the Engineer proposal for his services for FY2022 was approved at \$50,000.00. (4-0)

Supv Berube: I got to tell you, your work is superb but you're killing us with the dollars.

Supv Kassel: You said that last month.

Supv Kramer: All right. You're on District Manager.

EIGHTH ORDER OF BUSINESS

District Manager's Report

A. Harmony Invoices

Ms. Montagna: All right, so, real quick, a couple of things; we can go into more detail next month about this, but currently the way that they're doing your funding report, do you... you know... the funding report that you see?

Supv Kramer: With invoices and everything?

Ms. Montagna: Yes. That takes about three to six hours to produce right now. So they wanted me to ask, as there are a couple of different options, is the Board comfortable enough with Avid to go in and look at those invoices as opposed to us printing out that report and putting it all together? It takes time there, as well with the check register and invoice, you can have that availability, or you guys can go in and view invoices in Avid. So, again, that's something we can think about. I know we don't have time today ...

Supv Berube: How about just taking the Avid sheets off the computer and putting it in as part of the agenda, then we don't have to go looking?

Ms. Montagna: That is, I think, currently what they do now, right? They provide you guys the invoices and a whole funding report.

Supv Berube: No, we don't see invoices from Avid.

Supv Kramer: I'm not advocating for this move, but it could work; have you guys had Avid training?

Supv Berube: I've used Avid before.

Supv Kassel: No.

Supv Kramer: Okay. I found it's quick, easy training. I love it because I can go in and see what bills have yet to be paid for tomorrow and then see all the discussion behind it. It's a wonderful way to do it. I have to think about whether I want to supplant the report we've been getting, but I would encourage everybody here to definitely take that quick training.

Supv Berube: All right.

Supv Kramer: Because if you have any thoughts, you can quickly get on it and answer your own questions frequently or with a phone call.

Supv Berube: In light of time, why don't we bring that back next month?

Supv Kramer: Yes.

Ms. Montagna: I just wanted to mention it because it was on the agenda, but I will do it, and I will put in there all the backup for you.

Supv Berube: Okay.

B. Verizon Cell Phones

Ms. Montagna: Next is, we actually received the check today, \$2,171 for the cellphones. That was the highest bid that we got for all of them, so just wanted to let you know, and we did receive that check today. It will be deposited against... I think it's surplus sale, or sale of surplus equipment, or something like that... on your financials; it will be allocated there as a revenue.

Supv Berube: So, was that more than the balance was for the Verizon termination fee?

Ms. Montagna: Correct, it's more than.

Supv Berube: Yes.

Ms. Montagna: More than what your final bill was.

Supv Berube: Good job

C. McGuagge Invoices

Ms. Montagna: The McGuagge invoices, all work was completed, no outstanding payments are due, the reason that... and this was before my time... but the reason multiple bids were not obtained or why it was higher in the initial bid was because, once they got in there, they discovered more stuff had to be done, so...

Supv Kramer: What about the lawnmower strike? I mean, what's...

Ms. Montagna: That I don't know about, I guess...

Supv Kramer: Okay.

Ms. Montagna: ... it was assumed that a lawnmower hit it.

Supv Berube: No, it is not.

Mr. van der Snel: It wasn't.

Ms. Montagna: It wasn't assumed?

Mr. van der Snel: No.

Ms. Montagna: Okay.

Supv Berube: No, it was not at all.

Ms. Montagna: But again, there's no back up to prove that, and I don't have that, unless Gerhard you have it, I don't.

Supv Kramer: Okay. And this... was this most recent charge a part of what they originally proposed?

Ms. Montagna: Yes.

Supv Kramer: That we decided not to go out to bid on?

Ms. Montagna: Correct. And my understanding is it was all part of that initial work, correct Gerhard?

Mr. van der Snel: There was a quote made and I decided not to go with that quote because it was a snowball effect of what ...

Ms. Montagna: Of finding out what was going wrong, yes.

Mr. van der Snel: ... finding out what, so...

Ms. Montagna: Okay.

Supv Berube: The initial thought and assumption as to what the problem was once it started to get dug into changed dramatically.

Ms. Montagna: Correct, and Brett did talk to the gentleman over there, and that's exactly what he... *"we didn't know what we were getting into until we actually got into it"* was the explanation. So that's what I have on that. If the Board wants more detail, Brett has had conversations, and we can kind of put together a summary to send out to the Board, if that's what you would prefer.

D. District Website

Ms. Montagna: Okay, the last thing I have really quick is the District website, there have been some new... Tim, and I don't know if you know about this, or if you have heard, but apparently the same set, may be a different set, of attorneys now are starting up cases again... about the ADA compliance... so just wanted you to be aware of that. They're hitting anyone and everyone again, so just wanted you to be aware of that... ADA compliant and all that... if your website... I know Mr. Leet does it. I also know you have a full-time job. So, just wanted to throw that out there and let you guys know.

Supv Berube: Yes, I'm sure Mr. Farnsworth keeps an eye on every detail on every page.

Supv Kramer: Oh, yes. But, and that's one of my questions, is... our website has a lot of great information.

Supv Kassel: Yes.

Supv Kramer: Any of you guys out there that use the website? Okay. We, we've got a lot of information out there, but it's not statutorily required to be out there. The more information we put out there the more we expose ourselves to the possibility of lawsuit. It's also, and Dan correct me if I'm wrong, because I really... I listen to talk about it but having it all individually done is much more complex than having a host... help me understand.

Supv Leet: Well, there ...

Supv Kramer: Is it a lot more work to keep up with than if we went with the website hosting?

Supv Leet: It's on a regular basis. It's on the order of a couple... a few, you know, say under two hours a month on my part of just taking the agenda and making sure it's all in a readable, searchable format and everything, so there's not going to be an ADA issue. And yes, I get, you know, feedback from David on that. This month, with the fiscal year rollover, is going to be a bit more effort, updating all the meetings, calendars, and everything. I've been trying to go through and also, you know, trim out... maybe there's stuff that hasn't been updated. I know things are way outdated. This is good a chance, with doing the end of year updates, to just kind of do a once over to be sure we are putting out what we need to ...

Supv Kramer: Yeah, there's a lot, I mean, there's like phone numbers in at least 24 or 30 places, and... I presume you can't do a...

Supv Leet: ... to get them all updated with.

Supv Kramer: Yeah.

Supv Leet: I think we got everything eventually. We got the new email address we need to put on there, so yes, I'm aware that we need to...

Supv Kramer: Okay.

Supv Leet: You know, I think we can slim it down some without cutting the meeting information. The important updated stuff will obviously continue to be there.

Supv Kramer: ... okay, so your upcoming vacation time is spoken for ...?

Supv Leet: Most likely.

Supv Kramer: Okay.

NINTH ORDER OF BUSINESS

Supervisor Requests

Supv Berube: According to the District Manager, we have our field services manager managing the leases and such for the commercial vehicle parking area.

Ms. Montagna: Correct.

Supv Berube: It's my understanding that he is not managing the leases for the garden.

Supv Kramer: Right.

Ms. Montagna: Correct. They're doing it.

Supv Berube: They're doing it?

Ms. Montagna: Yes.

Supv Berube: Okay, well, that is... in my view, that's a little bit of a problem because we have public money being handled by private individuals, and that's generally considered ...-

Ms. Montagna: That's the way this Board has had it set up, way before my time.

Supv Berube: No, no, no, no.

Ms. Montagna: Yes. They've been doing that all this time.

Supv Berube: No, no. The last two years the HROA has been handling all of it.

Supv Kramer: No.

Ms. Montagna: No. No, trust me. I dug into this so deep (laughs) to try and figure out the moving pieces. The Garden Club has handled... they have been doing it... because we were going to change and have it all come under Gerhard, and we were informed... the HROA gentleman, Mark, gave us a full scope of everything that is currently being done, and has been done. The Garden people have done it all themselves. They send in a check every... however much it is for sales tax... and they send in all the paperwork, nice and neat, in a pretty little package, and they have been doing that. The only thing they haven't been a part of is the RV portion of it, which is what your HROA gentleman was doing; but they've always done everything with the garden; and to my knowledge, it has been done that way for years.

Marylin Ash-Mower: 11 years.

Ms. Montagna: Yes.

Supv Berube: Okay. Counsel?

Mr. Qualls: Yes?

Supv Berube: Public monies in private hands with no contract?

Mr. Qualls: Well, the Board can certainly delegate that to the Garden Club, and make sure it's accounted for, and all that.

Supv Berube: Yeah?

Supv Kramer: All right.

Supv Berube: Okay, done. I'm not questioning the integrity of anybody here. It's just that, in general, the public body, including the HROA, money handling is always a problem, and it has to be carefully accounted for; and that's why I brought up the question.

Ms. Montagna: Yes, they do. They provide all the back up and everything.

Supv Berube: That's fine, if everybody is in agreement with it. It's good, it's happening.

Supv Kramer: All right.

Supv Berube: Second, another question for the District Manager.

Ms. Montagna: Yes?

Supv Berube: Yes. I brought up to you an email about a True-up.

Ms. Montagna: Yes.

Supv Berube: Years ago, when land changes and everything else...

Ms. Montagna: Yes?

Supv Berube: And our documents called for a True-up every 3-5 years to make sure our debt service is being accurately recorded. True?

Ms. Montagna: Yes.

Supv Berube: Four years ago we get into a \$500,000 shortfall, which was accounted for at time of the sale. There are many lands being transferred coming up here.

Ms. Montagna: Yes.

Supv Berube: And we need to investigate whether we need to do another True-up.

Ms. Montagna: Okay. And I think you went into more detail in your email.

Supv Berube: Yes.

Ms. Montagna: So my goal was, after this meeting, tomorrow to follow up with Liz; and then I'll send you a full summary ...

Supv Berube: Liz was the central person dealing with it?

Ms. Montagna: Yes, and I will make sure I find that out and follow up for you.

Supv Berube: It's much easier to do it when you're not under the gun.

Supv Kramer: All right. Any other Supervisor Requests?

Supv Kassel: What about the new dog park?

Mr. Hamstra: We're waiting for the fence material to be delivered to their possession.

Supv Kramer: So we're real close. It's exciting to see crosswalks poured and other things happening.

Supv Kassel: Thank you to InfraMark Field Services for starting to pay a little more attention to the dog parks, the existing dog parks.

Ms. Montagna: And just remember, next month's meeting... different location.

Supv Berube: And speaking of updates, we are getting a monthly maintenance log, or something, from Elizabeth. It says weekly, but I don't think I get it weekly. Seems like I get it every month.

Ms. Montagna: It goes out every month... I mean, every Monday... she sends out a weekly, and then once in the agenda, you see a full monthly report. That is your entire community inspection.

Supv Berube: Okay. Maybe I miss it sometimes, I don't know.

Ms. Montagna: I'll have her check yours and make sure.

Supv Kramer: All right, I would entertain a motion to adjourn.

TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the meeting was adjourned at 8:01pm.



Angel Montagna
Secretary



Teresa Kramer
Chairwoman