

1 **MINUTES OF MEETING**
2 **HARMONY COMMUNITY DEVELOPMENT DISTRICT**
3

4 The regular meeting of the Board of Supervisors of the Harmony Community Development
5 District (“District”) was held Thursday, July 28, 2022, at 6:00 p.m. at the Jones model
6 home, 3285 Songbird Circle, St. Cloud, FL 34773,

7
8 Present and constituting a quorum were:
9

10	Teresa Kramer	Chair
11	Daniel Leet	Vice Chair
12	Kerul Kassel	Assistant Secretary
13	Joellyn Phillips	Supervisor
14	Dane Short (<i>via Zoom</i>)	Supervisor

15
16 Also present, either in person or via Zoom Video Communications, were:
17

18	Angel Montagna (<i>via Zoom</i>)	District Manager
19	Michael Eckert	District Legal Counsel
20	David Hamstra	District Engineer
21	Brenda Burgess (<i>via Zoom</i>)	Project Manager
22	Sean Israel (<i>via Zoom</i>)	Inframark, Management Services
23	Vincent Morrell	Field Services Supervisor
24	Brett Perez	Area Field Director
25	Timothy Qualls	District Legal Counsel
26	Residents and Members of the Public	

27
28 *This is not a certified or verbatim transcript but rather represents the context and summary*
29 *of the meeting. The full meeting is available in audio format upon request. Contact the*
30 *District Office for any related costs for an audio copy.*
31

32 **FIRST ORDER OF BUSINESS** **Call to Order and Roll Call**

33 Ms. Kramer called the meeting to order at 6:00 p.m.

34 Ms. Kramer called the roll and indicated a quorum was present for the meeting.

35 Ms. Kramer stated by way of an administrative announcement, at our May meeting, the
36 Board appointed a new member to fill the unexpired term of office for Mr. Steve Berube,
37 who resigned because he moved out of Harmony and is no longer qualified to serve on the
38 Board. Mr. Dane Short was appointed to fill his unexpired term and needs to be sworn in.

39 Mr. Short swore to the oaths of office, for the State of Florida and for the District.

40 Mr. Israel asked would you like to receive compensation for serving as a Supervisor?

41 Mr. Short stated yes.

42 Mr. Short joined the Board members at the dais.

43 Ms. Kramer introduced Ms. Burgess, previously with Severn Trent, who has an in-
44 depth knowledge of Harmony. She has been with Celebration for the last number of years
45 and is now returning to the Harmony team, where she will be working with us. She will be
46 typing the minutes as the meeting progresses. We are working to streamline our minute
47 production methodology and get them in good shape and provided to everyone earlier than
48 they have been. We look forward to having her help us do that and many other things.
49 Welcome back.

50 Ms. Burgess stated thank you. I have been in this industry for 26 years, and it is good
51 to be back at Harmony.

52
53 **SECOND ORDER OF BUSINESS Audience Comments**

54 Ms. Kramer stated this is a time for members of the audience to come forward and offer
55 any comments on items, whether they be on the agenda or not. Is not a time for back-and-
56 forth discussion but a time your opinions, thoughts, and concerns for Harmony.

57 Ms. Ash-Mower stated I have a correction. You said the next meeting is August 15,
58 which is a Monday.

59 Ms. Kramer stated we normally have meetings on Thursdays. August 15 is a special
60 meeting to meet the timelines for the budget public hearing. We will be having that hearing
61 on a Monday.

62 Ms. Nancy Snyder stated welcome to Mr. Short and Ms. Burgess. She answered many
63 questions for me when I was on the Board. Also thank you to Mr. Leet for making it
64 possible to attend meetings via Zoom and all he does during the meetings. I appreciate it.

65
66 **THIRD ORDER OF BUSINESS New Business Matters**

67 **A. Administrative Matters**

68 **i. Oath of Office for Dane Short**

69 This oath having been administered earlier in the meeting, the next item followed.

70 **ii. Acceptance of Mr. Mike Scarborough's Resignation**

71 Ms. Kramer reviewed Mr. Scarborough's resignation.

72

73 Ms. Kassel made a MOTION to accept Supervisor Mike
74 Scarborough's resignation from the Board.
75 Mr. Leet seconded the motion.

76

77 Upon VOICE VOTE, with all in favor, unanimous approval
78 was given to accept Supervisor Mike Scarborough's
79 resignation from the Board.

80 **iii. Consideration of Appointment for Unexpired Term of Office for Seat #2**

81 Ms. Kramer stated a couple applicants submitted letters of interest; one was withdrawn,
82 and one was not qualified. The third applicant is Ms. Joellyn Phillips.

83 Ms. Kassel stated I have spoken with her and am comfortable with her understanding
84 of the District and her potential role on the Board.

85 Mr. Leet stated she has already gone through the qualification process with Osceola
86 County Supervisor of Elections in qualifying for the upcoming election. It would absolutely
87 be in everyone's interests to get her on the Board as soon as possible.

88 Mr. Short asked have you been here for a while?

89 Ms. Phillips stated yesterday was a year since I moved into my house.

90 Mr. Short asked where are you from?

91 Ms. Phillips stated I lived in Jensen Beach, about two hours south of here. My daughter
92 lives here, so I moved to be closer to them.

93

94 Ms. Kassel made a MOTION to appoint Ms. Joellyn
95 Phillips to fill the unexpired term of office for Seat #2.
96 Mr. Leet seconded the motion.

97

98 Upon VOICE VOTE, with all in favor, unanimous approval
99 was given to appoint Ms. Joellyn Phillips to fill the
100 unexpired term of office for Seat #2.

101

102 **iv. Oath of Office for Newly Appointed Supervisor**

103 Ms. Montagna stated I was informed Ms. Phillips would be attending via Zoom, so I
104 emailed her the forms to swear her in virtually. We do not have an extra oath for her to
105 subscribe to. I will ask her to subscribe to the oaths as Mr. Short did. The oaths will be in
106 her email inbox that she can sign and send to me, and I will notarize both.

107 Ms. Phillips swore to the oaths of office, for the State of Florida and for the District.

108 Mr. Israel asked would you like to receive compensation? It is \$200 per meeting, up to
109 \$4,800 per year.

110 Ms. Phillips stated yes, for now.

111 Ms. Phillips joined the Board members at the dais.

112 **B. District Counsel Requests for Qualifications**

113 Ms. Kramer reviewed the request for qualifications ("RFQ") for legal services.

114 Mr. Eckert introduced himself and his firm, Kutak Rock, based out of Tallahassee. I
115 live and work in St. Augustine. I have been practicing since 1996. The first six years of my

116 career, I represented cities and schools in Ohio, as well as some employment litigation. In
117 2003, I moved to Tallahassee and took a job with Hopping Green & Sams. We represented
118 numerous community development districts (“CDDs”) throughout the State. I have been
119 working with community development districts non-stop since 2003. I represent districts
120 in this area, Tampa, and Orlando. I am working on the Edgewater project off the turnpike,
121 so we are in this area quite a bit. We have many attorneys in Tallahassee who represent
122 only community development districts, which has enabled us to come up with systems and
123 processes that make things more efficient for our boards. Most questions we receive are
124 not ones we have to research; they are questions we have received before, which helps
125 provide an economical approach to the practice. We have systems in place in terms of real
126 estate. When the District takes on property at various points in time throughout its maturity,
127 we have a running list each time a plat is recorded to show what is dedicated and the date
128 the deed was actually delivered to the District. At any point in time, we can see what the
129 District owns and what should the District own. We also have a list of easements, which
130 are created by the plat, homeowners association (“HOA”) documents, or regular recorded
131 documents. We are very interested in serving you if you think we are a good fit.

132 Ms. Kassel asked I know it depends on what is going on in the District, but what would
133 be your typical monthly billing?

134 Mr. Eckert stated it depends a lot on the district. I have some whose typical monthly
135 billing is about \$750, which is for a district like Falcon Trace in Orange County, which has
136 a recreation center and a lake. That is all the district owns. The HOA owns the rest and
137 takes care of the extra lakes, roads, and things like that which are not owned by the County.
138 Their bills are about \$750 to \$1,000. I represent Harbor Bay, which is on Tampa Bay and
139 connected by canals. It just replaced seven miles of seawall, and those bills are \$10,000 to
140 \$12,000 per month. In a mature district with good management and engineers, which you
141 have because I have worked with the engineer as well as the manager, your invoices might
142 be \$2,500 to \$3,000 per month, but that is based on the little bit of information I have about
143 this District. If you have special projects, like cleanup projects or the like, those costs will
144 increase. On a routine basis dealing with regular maintenance items, it will be about \$3,000.

145 Ms. Kassel asked have you spent any time reviewing our previous billings from our
146 attorney to understand what kinds of issues we are dealing with?

147 Mr. Eckert stated I looked at some in the agenda package. You have a lot of real estate-
148 focused issues, in terms of determining property ownership and things of that nature. I
149 know they have been working on that. The last time I was here, some questions were raised
150 regarding easements as to whether or not they were valid and who they were with. When
151 dealing with property issues, sometimes you have to dig in a little bit more, which will be
152 more expensive to try to figure out. Those are the issues I have seen. Most of the other
153 issues are maintenance, such as maintenance proposals for landscape and things of that
154 nature, nothing out of the ordinary.

155 Ms. Kassel stated we have vendor contracts and that type of thing.

156 Mr. Eckert stated yes. I would not call them “forms,” but when we award a landscape
157 contract, we have a landscape contract we start from. We would typically suggest any time
158 you have something that will be subject to a competitive bid, the form of the contract the
159 District wants and requires is included in the request for proposals (“RFP”). So when
160 someone submits their bid, they are bound by that contract at that point.

161 Mr. Short stated it seems like there might be some reasonable costs in transitioning
162 from one law firm to another. Is that a dollar amount you can estimate? Or is it unknown?

163 Mr. Eckert stated the first thing I do is talk with your current attorney and we will
164 coordinate what kinds of documents are electronic and which are hard copies. They have a
165 duty to turn over all public records. That is the duty for all attorneys in Florida when legal
166 counsel transitions to a new firm. When I receive those records, I do not make it a practice
167 to sit in my office for a week and read everything to try to get up to speed. I will talk with
168 each Board member, manager, and engineer and ask what issues you are dealing with
169 today. Then I will learn through that process what issues to focus on and what historical
170 records I need to get to understand how to deal with an issue today. I have never thought it
171 productive to pore through records and all the history of what has happened in the District.
172 I do not think it is a good use of resources.

173 Ms. Kassel stated we are trying to determine if parcels that were deeded to us were
174 incorrectly recorded or not recorded. What steps will you take to help us figure that out?

175 Mr. Eckert stated first, I will see what work you have done on that already and then
176 determine where to go next. If a deed was delivered but not recorded, which means it was
177 accepted by the Board typically evidenced as accepted at a Board meeting, but it does not
178 match what is recorded, we will try to track it down. If we have a question of who owns

179 what in a certain area, we would enlist a title company to do a title search, which will be
180 more efficient than us doing it on our own. We will receive the title search, we will review
181 it, and then try to track down whatever documents we need at that point in time. I have not
182 had a situation where a deed was delivered and not recorded within a certain timeframe
183 because that is some liability on the attorney for not recording it quickly. That is what puts
184 people on notice that a conveyance has occurred.

185 Ms. Kramer asked about how many CDDs do you currently represent?

186 Mr. Eckert stated currently about 21, but I have a contract attorney who supports me
187 and is based in Tallahassee, as well as a dedicated paralegal. I have an associate who was
188 not listed in the presentation because she does not start until August 15. Mr. Wes Haber is
189 one of my partners, with whom I have worked for about 15 years. All we both do are special
190 districts. Mr. Haber would be the number-two attorney, and we will split the work. My goal
191 with all my District is, I work on things that someone at a lower billing rate cannot handle.
192 If it is complex, then I will probably be the one to work on it, which will be more efficient
193 for you than me giving it to a first-year associate, who is not as familiar and has not seen
194 the issue before. Ms. Kate John is her name, and she will start August 15. This is one of
195 the districts I will want her to work on. Her billing rate is \$260 to \$265 per hour. She will
196 work on contracts and things of that nature, which is cheaper for the District than me doing
197 it, or my paralegal would do it. In fact, my paralegal drafts most of our contracts, sends
198 them to me, and I mark them up and review them. That is usually the most efficient way
199 for boards to operate.

200 Ms. Kramer stated we have seen from other attorneys a flat fee for meetings, which
201 includes travel and everything. Do you bill in that manner? Or are you comfortable to attend
202 via Zoom? Do you prefer to attend the meetings in person? How do you handle that?

203 Mr. Eckert stated my preference is, the most economical way that is actually effective.
204 If you have a Board meeting with primarily discussing maintenance contracts and routine
205 items, I do not think it makes sense to be here. I am happy to attend in person, and I can do
206 that, but in my opinion, if I have only three or four minutes of speaking in a meeting, it
207 does not make much sense for the Board to bear the cost of me being here. Our firm's
208 policy is we have to attend every meeting. We are not "on call" for any of our districts
209 where they will call us and we do not attend a meeting. As a public body in Florida, if you
210 go astray and you get advice from your counsel not to consider a particular item, then it is

211 presumed you followed the advice of counsel when you reached your decision. It is not
212 total protection, but it is pretty good protection. Many times we can hear something and
213 “right the ship.” Usually it is not intentional but someone needs to say you cannot consider
214 something in your decision-making process. I would suggest if I can have meaningful
215 participation, that I will attend in person. If it is not, I would suggest Zoom is perfectly
216 fine. But it is up to the Board. Some boards want me at meetings two times a year, and
217 others say I need to attend every meeting no matter what.

218 Ms. Kassel asked what do you estimate the cost to be for your attendance in person?

219 Mr. Eckert stated I will usually be coming from St. Augustine, so a flat fee will
220 probably be \$2,000 to \$2,200 for travel and attendance at the meeting.

221 Ms. Kassel asked what if you do not travel to the meeting?

222 Mr. Eckert stated without travel, the cost would be hourly. If your meeting is an hour
223 and I am in my office for just one hour, it will be \$395. I have done bond validation hearings
224 of \$100 million via Zoom. The judge is fine with it, and I am fine with it. If the Board is
225 comfortable, it will usually save you money for us to do that. Things like budget hearings
226 or when you are increasing assessments, those are meetings when I would need to attend
227 in person, or when you are having a conflict with a vendor.

228 Ms. Kramer stated I noticed in the agreement that if we have a dispute, the venue will
229 be Leon County.

230 Mr. Eckert stated that is our form of agreement. We will change that to Osceola County.

231 Mr. Qualls stated I would like an opportunity to respond as your current attorney.

232 Ms. Kramer stated I believe we asked your firm for a submittal. Would you like to
233 submit a proposal?

234 Mr. Qualls stated as your attorney, you know my rates, and I have always said I would
235 work with the Board. It is not necessary for me to submit anything. I would like to provide
236 some feedback. It is only in the public sector that you get to go through this for the world
237 to see. It is not awkward. We are just talking, and the Board is just trying to make a business
238 decision. I appreciate that and what you had to say. We have said through the years that we
239 will work with any fee structure you want. We went from hourly, which is less than Mr.
240 Eckert’s paralegal’s hourly rate, to a flat fee that the Board requested. In our last
241 communication, we said we would change that again. At best, the price is a wash. We like
242 to be at the meetings in person. We think that is very important. Zoom has a purpose. It is

243 not as good a purpose as being here in person, seeing your body language, looking
244 wherever you want, and not having to rely on things getting messed up with technology. If
245 you miss court because you cannot get on Zoom, that is a non appearance, and that is
246 important. We have very similar processes. Ms. Sylvia Talvich in my office, as you know,
247 took some criticism because she drafts most of the contracts, as Mr. Eckert's firm just
248 described. That is standard practice. My firm has never missed a meeting. When it comes
249 to issues of property being recorded, Mr. Eckert outlined the same process we have. We
250 added a step and took the time to talk with an expert in this arena. When Mr. Eckert said
251 they keep a going record of transfers and conveyances, we do the same thing, but we have
252 never had a duty to record anything. It is always the developer's attorney who has that duty.
253 We have done a search and found no evidence in the record of a deed you should have that
254 has not been recorded. On a large scale, even that is a non issue that does not require a lot
255 of time and effort until you have some evidence that something is amiss in your property
256 records, which you do not have at this point. We will work with you, as we always have.
257 My law partner, Mr. Kenza vanAssenderp, and I, through the years are applying a trade. It
258 is no different than being a plumber. Our tools are different. Chapter 190, Florida Statutes,
259 is not super complex in the world of law. When Mr. Eckert referred to questions, you
260 typically know and get a feel for these questions, and we are the same. I have been doing
261 this for about 20 years. That is the way it should be. We would love the opportunity to
262 continue to serve you, to work with you in whatever capacity makes sense, but at the same
263 time, we understand we serve at the pleasure of the Board. We respect and appreciate the
264 process.

265 Ms. Kramer asked how many CDDs do you currently represent?

266 Mr. Qualls stated we currently represent Harmony CDD, and the firm has represented
267 this District since 2000. I graduated law school and really started undertaking and working
268 at Harmony in about 2007. I just had some successful litigation for Concord CDD. My firm
269 has historically had numerous CDDs, but I have other focuses. I love CDD work, and I
270 love being part of Harmony and getting to see this place from when it was nothing. I hope
271 to grow and get more clients, but currently just two CDDs.

272 Ms. Kramer asked you still represent Concord?

273 Mr. Qualls stated yes.

274 Ms. Kramer stated we have a flat fee with your firm. In one of the documents you sent
275 us, you indicated your new hourly billing rate is now \$400 per hour. We are not currently
276 in need of hourly billing because we are not in any litigation.

277 Mr. Qualls stated that might be a typographical error. This Board has not asked me to
278 change from our retainer. When it comes to an hourly rate, I will work with you. I am
279 happy to match \$395.

280 Ms. Kramer stated I do not think venue is a problem because you are used to being in
281 Osceola County.

282 Mr. Qualls stated that is correct; we have clients in every political subdivision in the
283 State.

284 Ms. Kassel stated I requested this discussion item at the last meeting, which was two
285 months ago. I explained why I was increasingly not happy with our current counsel because
286 I felt like so many things happened on top of each other. I really like Mr. Qualls and have
287 enjoyed working him over the years. Over the past couple years, we have had conversations
288 about things. Another example was, two months ago I mentioned this at the meeting, and
289 Mr. Qualls texted me this morning to ask to have a conversation today about his work with
290 the District. He has had two months. My schedule was packed today, and I did not have
291 the opportunity to do so. I figured if he really wanted to keep his role here, then he would
292 contact me earlier than the day of the meeting. If I need to recount reasons, I will, but I
293 mentioned them at our last meeting.

294 Mr. Leet stated we discussed this in January, and my position has not really changed
295 since then. In the 18 months I have served on the Board and in my dealings with Mr. Qualls,
296 it is usually me reaching out to him with a question, and he has always provided a prompt
297 answer. If we have something of legal interest during that meeting, I will usually talk with
298 him the day of the meeting so I can understand what might be discussed that night. In my
299 experience, Mr. Eckert has an impressive résumé, and I am sure we, as a District, would
300 do fine with his representation. However, I have been satisfied with current counsel.

301 Ms. Kassel stated I am not sure if the new Board members know my perspective or Ms.
302 Kramer's, or our interactions with Mr. Qualls over the past few years.

303 Ms. Kramer stated I will state my position. As I am sure most everyone knows, I am
304 an attorney. I have worked with Mr. Qualls for at least 18 months and even some before I
305 got on the Board. The reason I ran for a seat was some serious concerns about the legal

306 representation of Harmony, quality of the work, and potential conflicts that were
307 happening. I am very concerned. I can go into it further if you want, but I would rather not
308 on the record for Mr. Qualls's sake. I cannot support continuing with Mr. Qualls.

309 Ms. Phillips stated I was not aware I would need to make such a decision today.

310 Ms. Kassel stated we do not need to make a decision tonight.

311 Ms. Phillips stated I have a gut feeling, which is not a good way to make a decision.

312 Mr. Short stated I am just learning. I feel like a rookie. Some of the terms went over
313 my head, while I understood other things he discussed. I need a little more education to
314 feel comfortable voting on something like this. I also have a gut feeling, and it has usually
315 served me right.

316 Mr. Leet stated in this case where we have two new Board members and an important
317 decision to make, pursuant to the sunshine law, any discussion has to be on the record. Do
318 we need a workshop to discuss this?

319 Ms. Montagna stated you do not need a workshop to discuss this. I understand we have
320 two new Board members. They can recuse themselves from the vote if a vote takes place.
321 The Board can also defer to a future meeting or cancel it altogether, but you do not need a
322 workshop for this.

323 Ms. Kramer stated I would like to deal with it today if possible. We have an important
324 contract for landscape services that needs more attention because of changes in what we
325 are dealing with. I think this is the right time to make a transition.

326

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Ms. Kramer made a MOTION to engage Kutak Rock as the District's legal counsel, and to negotiate an engagement letter and fee structure.

330

331

Ms. Kramer stated we need a second to the motion in order to discuss.

332

Mr. Leet stated we have already been discussing it. Can the discussion simply continue?

333

334

Ms. Kramer withdrew the above MOTION.

335

336

Ms. Kassel stated I wonder what it would take for our two new Board members to feel
337 more comfortable.

338

Ms. Phillips asked is there a length of time on the agreement with Mr. Qualls?

339

Ms. Kramer stated no, it is at will.

340

Ms. Phillips asked we are not locked in for a period of time, such as five years?

341 Ms. Kramer stated no, the attorney serves at the will of the client. For example, next
342 month, we can change our mind and engage different legal counsel.

343 Ms. Phillips stated that made me nervous about voting because I do not want to vote
344 on something that locked us in for a certain length of time.

345 Ms. Kramer stated I understand that.

346 Ms. Phillips stated then I will give my opinion. I am new, as is Mr. Short. I am leaning
347 to usher in the new, but that is my gut because I do not know what went on before.

348 Mr. Short stated I would like to understand the role of the attorney better and how they
349 serve and those types of things. It seems obvious that we would have legal representation,
350 but I still need more education on some of the things they mentioned as to how everything
351 works. That might just be my shortcoming in not being educated regarding what services
352 they provide to a CDD.

353 Ms. Kassel asked would it be helpful to have Mr. Qualls or Mr. Eckert explain what
354 kinds of services they provide?

355 Mr. Short stated yes, that will be helpful. Mr. Eckert reviewed some things, but some
356 of that went over my head. When you talk about easements, I am a little familiar with that.
357 I locate utilities in the ground, so I understand that to some degree, not how it impacts the
358 District. Mr. Eckert mentioned those tend to be the kind of conflicts he interacts with and
359 tries to help sort.

360 Ms. Kramer stated I will ask Mr. Eckert to explain his role in most CDDs.

361 Mr. Eckert stated our number-one job as legal counsel is to make sure you comply with
362 the law. That is the first thing we need to do, to make sure you stay out of trouble, that we
363 are meeting the State statutes we need to meet. Second is to protect the property of the
364 District and help the Board protect the property the District owns. That is why the District
365 exists; it is here to fund, operate, and maintain public infrastructure. That is the sole purpose
366 of the District. Sometimes that includes recreation, stormwater, conservation lands, and
367 things like that. We protect the property of the District and help the District do that. The
368 other thing we typically do is, anytime you enter into a contract, we will want to review it.
369 Sometimes it is a formal contract, and sometimes it will be a standard addendum we have
370 that we will send to the manager saying to attach the proposal to this addendum and execute
371 which will be fine for this contract. Typically, that is not based on dollar value. I think that
372 is one of the mistakes people make. It should be based on risk. For example, if you are

373 going to order \$20,000 worth of pool furniture, I care less about that than if you are going
374 to do \$1,000 worth of roadway repairs causing people to stand in traffic. I care a lot more
375 about that than I do about purchasing pool furniture. It is looking out to protect the District
376 from liability, making sure the infrastructure is maintained. We typically work hand in
377 hand with the engineer. You have a very good engineer. He performs engineering tasks. I
378 do not want to perform engineering tasks because I do not understand it. They will identify
379 things and will ask how to implement the remediation plan, whether it is contracting with
380 another entity, or waiting and see, or dealing with a permitting agency. We work with the
381 engineer and the manager to make sure the property is taken care of and you are complying
382 with law. I am not afraid to tell you business advice based on my experiences with other
383 districts. Some people would say I need to stay in my lane and just be the attorney. I can
384 do that, but I can also tell you what the law says. If you do this, it will be legal; however,
385 when you do it, that will happen, and that is bad. It is not traditional practice of law, which
386 is oftentimes more reactionary: this is what the law says, so you figure it out. I will give
387 you that. The business decision is still yours, but I will share my experiences and what
388 happened so you can think before you make that decision to go down a certain path. We
389 will provide business advice based on our experiences.

390 Mr. Qualls stated this is so educational for the public, as well. My answer in a lot of
391 ways is the same. You all have heard me say this. This was not mentioned, but we are
392 concerned with compliance with the sunshine law and public records law. That gets a lot
393 of people in a lot of trouble, including criminal trouble. The first thing we do is give you
394 all the information you need to make sure you understand the Florida sunshine law – having
395 meetings in the public – and public records law. We represent a myriad of government
396 officials. These things can sound complicated at first, but when you get into the flow of
397 things and know the essence, they become quite simple. First, any record is a public record.
398 Two, stay away from social media and commenting back and forth with other Board
399 members on items that could come before the Board. That can get you in a world of hurt.
400 We have been here since 2000. We know your infrastructure like the back of our hand. We
401 say over and over: You have one job. This Board will discuss many things, but your one
402 job is maintenance of horizontal infrastructure. For Harmony, it is sidewalks, trees that
403 need to be trimmed in the rights-of-way, recreational facilities including parks and
404 playgrounds, and Buck Lake. We have been here since the beginning, we know how it all

405 came about, and we know about your infrastructure. We know the work this Board puts in.
406 You all should elect to receive compensation because you will work 100 hours, which is
407 about \$.50 an hour, no joke. Current Board members will attest to the number of hours.
408 Our job is to help steer you right. The reason we switched to a retainer is because we were
409 hearing people not wanting to talk to the attorney because it will run up legal bills. We
410 want you to talk to us. Just as your main job is maintenance of infrastructure, our main job
411 is preventative maintenance. If we go to court, there is a failure. We try to keep you out of
412 trouble with preventative maintenance, with the goal being maintenance of infrastructure.
413 Chapter 190, Florida Statutes, governs how CDDs operate, and how they go about doing
414 their business. It says, for instance, you “shall” have a District Manager to manage the
415 works of the District. Many times, boards start getting into the minutia around the
416 community – pick up that can, change the way we clean this item – which is not your job.
417 You have a contractor/manager to do that. Your job is to set high-level policy, goals, and
418 objectives that are in keeping with State law. It is overwhelming at first. You new Board
419 members are being put on the spot. I do not think there is any shame in saying that, and I
420 am glad you did. I have been doing this for a long time, but it is very complex. I mentioned
421 that I just joined a school board. I tell them every meeting not to come to me as the attorney;
422 I know Chapter 190, Florida Statutes, but not the education chapter. It is very nuanced and
423 specialized. At the end of the day, it all goes back to the central focus of making sure your
424 community is happy with the way you maintain the infrastructure for them. Street lights
425 are working. Sewers are working. Playgrounds are safe for their kids. Why is this better for
426 your community to come here instead of going to the County? Because this is local
427 government at its finest. If you have a problem with a County road, you have to petition
428 your government.

429 Mr. Short asked based on those descriptions, has the District had issues in the past?

430 Ms. Kassel stated I will ask Mr. Eckert how he will deal with some things. We had a
431 disagreement, a misunderstanding about who owned some land. Some things happened.
432 The landowner sued one of the Board members. He did not sue the District or the Board
433 member as a member of the Board. My feeling was, it was not a Board issue, but we should
434 send it to our directors and officers (“D&O”) insurance. Some Board members wanted to
435 have the Board member represented by the Board.

436 Mr. Qualls stated you are getting into the subject of ongoing litigation. Insurance is
437 covering this now. By you going back and revisiting this, I do not think that is the best
438 thing to do, given it is active litigation. You can also ask Mr. Eckert who is not your
439 attorney, but as long as I am here, I will try to steer you in the right direction.

440 Ms. Kramer asked of the districts Mr. Eckert represents, how often do you find they
441 end up in litigation?

442 Mr. Eckert stated very rarely. Harbor Bay CDD I mentioned earlier is in litigation quite
443 often. One, they had seven miles of seawall that was failing behind people's homes. They
444 had uplands damages and pools cracking. They have a lot of litigation. Falcon Trace CDD,
445 which I mentioned in Orlando, never had litigation of which I am aware. We had one
446 administrative complaint against a pool attendant for age discrimination that was resolved
447 within a couple weeks.

448 Ms. Kramer asked when you have litigation, do you represent the District? Or do you
449 suggest the District send it to the insurance company or outside counsel?

450 Mr. Eckert stated typically, I will tell them to send it to insurance first to see if it is
451 covered by insurance. If it is covered by insurance, then we will use the insurance defense
452 provisions because that saves the residents money. If it is not covered by insurance and it
453 is something where I could potentially be a witness in that proceeding, I would advise the
454 District to hire outside counsel. It should not be me or my firm because you will want me
455 to be a witness and not be tainted by the fact that I am also making an argument in front of
456 the judge and also being a witness in front of the judge. If it is something where we are not
457 a witness at all and it is not covered by insurance, then we oftentimes will handle that
458 litigation. The exception is, I will not represent a Board member. Sometimes a government
459 attorney can represent a Board member, but even in those situations, I will not do that
460 because I do not think it serves the Board member well. I think they should have
461 independent counsel.

462 Mr. Qualls stated we have the same policy, for the Board to go with the insurance
463 company, and we recommend that. It is up to the Board to ultimately decide. In this case,
464 the Board voted not to go with insurance.

465 Ms. Kramer stated I will leave that for anyone who wants to review the record.

466 Mr. Leet stated we discussed this a few months ago. I reviewed it, and it was a previous
467 Board with different members.

468 Ms. Kramer asked did you listen to the audio?

469 Mr. Leet stated yes, I listened to the audio and read the transcripts.

470 Ms. Kramer asked for both meetings?

471 Mr. Leet stated I believe I did. Maybe the discussion did not go so far as his saying, "I
472 will not represent," but he made the recommendation to use insurance. The Board voted to
473 do otherwise. I disagreed with it at the time, and I still wish it had not happened, but that
474 is what was done. My interpretation was, he did what the Board directed him to do at the
475 time, as wrong as that may have been.

476 Ms. Kramer stated I listened to the recordings, and at the meeting where the Board
477 decided to fund litigation, he specifically stated he would not represent the Board member.
478 Two days later, he filed a notice of appearance in the case. That is one issue. My concern
479 is with the quality of work, and the responsiveness I have seen over the past 18 months
480 more so than what happened before I came on the Board. I have not seen the quality of
481 work, and it takes him a lot longer to address issues. He does not understand direction the
482 Board gives him. We need someone who has extensive ongoing experience with CDDs.

483

484 Ms. Kramer made a MOTION to accept the proposal from
485 Kutak Rock for legal services, with Mr. Eckert serving as
486 District Legal Counsel, and to transfer legal services from
487 Young Qualls.

488 Ms. Kassel seconded the motion with hesitation and
489 appreciation for Mr. Qualls.

490

491

492 Upon VOICE VOTE, with Ms. Kramer, Ms. Kassel, and Ms.
493 Phillips in favor, Mr. Leets opposed, and Mr. Short recusing
494 himself, approval was given (by a margin of 3-1) to the
495 proposal from Kutak Rock for legal services, with Mr.
496 Eckert serving as District Legal Counsel, and to transfer
497 legal services from Young Qualls.

498

499 Mr. Qualls expressed thanks and appreciation to the Board.

500 The record will reflect Mr. Qualls left the meeting.

501 Ms. Kramer stated we will get with Kutak Rock and Mr. Eckert to work out the finer
502 points of his representation.

503 Mr. Eckert stated thank you. I look forward to working with you.

504 With no objection from the Board, fourth order of business for contractors' reports was
505 discussed next.

506 **C. Field Service Vehicles**

507 Ms. Kramer stated we provided an update on what is happening with our vehicles, and
508 it has not been good. Three are out of service now, and this was a concern. From what I
509 understand, staff is juggling vehicles. An Inframark truck is in service. The District's truck
510 is still in service. A Umax is in service. We are supposed to have another Umax that was
511 in our budget and is already coming. It is supposed to arrive in August. Since we have a
512 rotating schedule, all five individuals are all together only three days per week. We might
513 be able to work out some other scheduling, but they are making do with the vehicles they
514 have at this point. The insurance company just informed us they are issuing a check for the
515 vehicle that was stolen, and it should be in the mail. The one in the accident we are hoping
516 will be with us. The problem is, we cannot even find the vehicles. I inquired of Inframark,
517 since their employees will be driving the vehicles, if they would prepare a proposal for us
518 to consider for Inframark to provide the vehicles where they assume all risk, liability,
519 maintenance, and so forth, to see how it compares to us buying them. We should have that
520 proposal at the next meeting.

521 Ms. Montagna stated yes, you will have that proposal.

522 Ms. Kassel asked is any action required of us now?

523 Ms. Montagna stated no, it is just an update so everyone knows what is going on. I
524 received confirmation from Egis that the check for approximately \$11,000+ is in the mail,
525 but we have not received it yet. It was mailed on July 26 for the theft of one of your
526 vehicles. The other vehicle Ms. Kramer mentioned that was in an accident, we are working
527 through the resident's insurance and the District's insurance, and it should be resolved in a
528 week or so. That will take care of those two vehicles. We have one more that we are
529 working on with Polaris, and we should have an update in the next week or so regarding
530 the vehicle that was taken in and had an engine issue.

531 Ms. Kassel stated we have to either rebuild or replace the engine.

532 Ms. Montagna stated yes, and it might be a different scenario once Mr. Perez has a
533 follow-up conversation with them tomorrow or next week.

534 Mr. Perez stated that is correct. Let me backup just a bit. Regarding the Kawasaki, the
535 insurance adjuster visited last week or so, and they provided their adjusted cost on the
536 Kawasaki mule that was in the accident. We should be receiving more information from
537 both sides soon because the adjuster has already been out. We also had a quote for repairs
538 on that vehicle. We believe the frame is bent and the vehicle is totaled. We should be

539 receiving a check for that mule. Regarding the Polaris vehicle, I spoke with Mr. Brent
540 Maynard who is the governmental dealer for Polaris. We are working closely with him and
541 the regional manager for Polaris, essentially for the southeast, including Florida. They
542 oversee commercial authorized Polaris dealers, such as Kissimmee Motor Sports and Sky
543 Powersports. I received a response from him today, and he will call me tomorrow. I will
544 update the Board once I hear back from Polaris.

545 Ms. Kramer stated at the last meeting in May, the Board authorized the purchase of
546 another Polaris diesel, which has not been ordered yet. Until we resolve this issue with
547 Polaris, I recommend and ask the Board to approve putting that purchase on hold. We may
548 not even need that high-end of a machine since our new pressure washer is not of a
549 significant weight like the old one was and does not need 2,500-pound towing capacity.

550 Mr. Leet stated an electric version is also potentially available in the next year or so.

551 Mr. Perez stated I spoke to Polaris on that government order, and they are 200 to 245
552 days out to place that order. I also asked about the EV cart. The preorders that took place
553 late last year have already been filled. They are not planning on starting additional
554 production on the EV model until fall 2023.

555 Ms. Kramer stated at this time, it is not critical to obtain that Polaris vehicle. To make
556 it cleaner, I suggest we rescind the action for the Polaris diesel that was taken at the May
557 meeting.

558

559

Ms. Kassel made a MOTION to rescind approval from
May 26, 2022, of quote #QUO-37071-T6J7L2 to purchase
the Pro-XD Polaris diesel, in the amount of \$17,396.15.
Mr. Leet seconded the motion.

560

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564

Mr. Short asked does that mean we are covered to the degree we need to be for vehicles?

565

Ms. Kramer stated yes.

566

567

Upon VOICE VOTE, with all in favor, unanimous approval
was given to rescind approval from May 26, 2022, of quote
#QUO-37071-T6J7L2 to purchase the Pro-XD Polaris
diesel, in the amount of \$17,396.15.

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**D. Consideration of Resolution 2022-07, Recognizing the Contributions of Mr.
Steve Berube**

573

574

Ms. Kramer read Resolution 2022-07 into the record by title.

575 Ms. Kramer stated Mr. Berube has resigned his seat as Supervisor. He served for a
576 number of years on the Board, including as Chairman.

577

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Ms. Kassel made a MOTION to approve Resolution 2022-07, recognizing the contributions of Mr. Steve Berube. Mr. Leet seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-07, recognizing the contributions of Mr. Steve Berube.

585

586 **E. Consideration of Resolution 2022-08, Recognizing the Contributions of Mr.**
587 **Mike Scarborough**

588 Ms. Kramer read Resolution 2022-08 into the record by title.

589 Ms. Kramer stated Mr. Scarborough also recently resigned.

590

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Mr. Kassel made a MOTION to approve Resolution 2022-08, recognizing the contributions of Mr. Mike Scarborough. Mr. Leet seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2022-08, recognizing the contributions of Mr. Mike Scarborough.

598

599 **F. Consideration of Facility Usage Application from Harmony Residential**
600 **Owners Association (“HROA”) for Summer Market (August 14, 2022)**

601 Ms. Montagna reviewed the facility usage application from HROA for a summer
602 market on August 14, 2022.

603 Ms. Montagna stated Ms. Jennifer Abrahamson submitted this facility usage
604 application, like she typically does. Unfortunately, she has not provided other pertinent
605 information, such as the number of people. What was included in the agenda package is
606 what she submitted. I do not have any additional information from her as of yet. I reached
607 out and requested that additional information, but unfortunately, I have not received a
608 response yet.

609 Ms. Kassel stated this is an HROA-sponsored event, so I want to approve it. The only
610 thing that has happened in the past is the condition of Town Square area. The way the
611 application appeared in the agenda is funky and very hard to read.

612 Mr. Leet and Ms. Phillips agreed it was hard to read.

613 Ms. Montagna stated that is how she sent it. Usually none of them are readable. I have
614 suggested she can send it in a different format, but I think that is all she has the ability to
615 do at this time.

616 Ms. Kassel stated I believe it says the streets are on Harmony Square. I do not know if
617 our facility usage applications address trash pickup and disposal issues.

618 Ms. Kramer asked is she submitting a deposit like she is supposed to do?

619 Ms. Montagna stated yes, the deposit is \$250. I had that conversation with her, as has
620 Mr. Morrell, and they had no objection to it at all.

621

Ms. Kassel made a MOTION to approve the facility usage
application from Harmony Residential Owners Association
for Summer Market on August 14, 2022.

Mr. Leet seconded the motion.

622

623
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626
627 Ms. Kramer stated I appreciate that this is an HROA event; we have had other great
628 events, and we love them, but I need this message to go back to Ms. Abrahamson that she
629 needs to stop advertising events before she receives approval. It will end up like it did once
630 where she disappointed the entire community because someone else reserved that facility
631 before she submitted her application. Let her know she needs to quit assuming that her
632 events take priority. She needs to provide them well in advance of the event. She may feel
633 some prejudice against her if the event is advertised before she comes to the District.

634 Ms. Montagna stated I will relay that information to her again. I think the disconnect
635 is, some of the events she does are annual repeat events she has been doing in the past, so
636 she feels the calendar has a standing spot for them. I will reiterate that to her.

637 Mr. Leet stated all the more reason the application can be submitted a month or two in
638 advance.

639 Ms. Kramer stated that is correct; she should know that. The other item I want to discuss
640 is, this event will generate income because vendors pay for slots. Do we have any
641 expenses? Will they use our electricity? Will we incur costs that may need to be reimbursed
642 from the funds she will be receiving from vendors?

643 Ms. Montagna stated she told me electricity will not be needed, and they will not be
644 using anyone's electricity. But I will reconfirm all this with her first thing in the morning.

645 Ms. Kramer stated confirm no use of water or electricity.

646 Ms. Montagna stated yes.

647 Ms. Kramer stated she is supposed to provide a list of vendors so we have proper
648 documentation and liability waivers. Those are my concerns. The biggest one is, I do not
649 want to see the community disappointed about an event if we have to deny the application.

650 Ms. Phillips asked who is responsible to clean up after an event?

651 Ms. Kassel stated she is.

652 Ms. Phillips asked does she have money in her budget to pay people to do that?

653 Ms. Kassel stated she should, but we are collecting a \$250 deposit. If the cleanup is not
654 done, then her deposit is forfeited.

655 Ms. Phillips asked do we have someone who can do the cleanup if we pay them?

656 Ms. Kassel stated yes, field services.

657 Mr. Perez stated I spoke with Ms. Abrahamson multiple times about this. Her biggest
658 concern is, she is setting it up on the street around Town Square. Vendors will not
659 physically be on District property, so that is why she was asking about the vendor list. We
660 discussed that she has had this event in the past. They are setting the stalls in parking spaces
661 on the street and not physically in the grass on District property. I am not sure how you
662 want to move forward with a list of the vendors.

663 Ms. Kramer stated I do not understand why she cannot provide a vendor list.

664 Mr. Perez stated I asked Ms. Abrahamson.

665 Ms. Kramer asked has she received approval from the Sheriff's Department or Osceola
666 County Road and Bridge to close the roads?

667 Mr. Perez stated I informed her of that, as well, that the District does not own the roads,
668 and she needs to inform County. She is aware of that, and I mentioned it on our phone call.

669 Ms. Montagna stated I also mentioned it to her, and she did not feel it was necessary. I
670 am relaying what she mentioned to me. We will have conversation with her in the morning
671 and see what we can get rectified.

672 Ms. Kramer stated thank you.

673 Mr. Short stated she is wrong on the point of closing the roads. I have had to deal with
674 maintenance of traffic issues in the past, and you cannot do that. Granted, it is not the
675 District's road.

676 Ms. Kassel stated we have had many events like this in the past, so it is not novel or
677 new in the District for events on the roads.

678 Ms. Kramer stated they need to get in the habit of doing it right. As more of Harmony
679 develops and we have more residents, they will be using that road. I do not want to have
680 an issue with it.

681 Ms. Kassel stated I think they do something where it is not all the roads.

682 Mr. Leet stated it is a portion of the loop.

683 Ms. Kramer stated I understand what it is. We need to ask Ms. Abrahamson to start
684 doing it right. That is the preference. What was done in the past is past, but we need it done
685 right in the future.

686

687 Upon VOICE VOTE, with all in favor, unanimous approval
688 was given to the facility usage application from Harmony
689 Residential Owners Association for Summer Market on
690 August 14, 2022.

691

692 **FOURTH ORDER OF BUSINESS** **Contractors' Reports**

693 **A. Servello & Sons ("Servello")**

694 Mr. Pete Betancourt stated regarding the tree limb at Lakeshore Park, our arbor crews
695 will be here within two weeks. Our pole saw will go up only eight to ten feet, and that limb
696 is already too high. The arbor crew will be here with the lift that is needed to reach that
697 limb and will be able to do that at no charge.

698 Ms. Kramer stated for those who may not be aware, at the lakefront playground where
699 the kids' play equipment is, we have two large shade screens over the equipment near a
700 large oak tree. One half was impinging over the older children's play area. A scuffle ensued
701 regarding who could do that from the ground, so I took care of it myself. The other one,
702 however, is up and over the peak of the shade screen, which does not permit a safe way to
703 get it down without a lift or a cherry picker. It is on the shade screen right now, so it could
704 start to damage the screen. It has been that way for about a month. They will be back in
705 two weeks or so and can take care of it then at no cost to the District.

706 Mr. Leet stated if it is not a safety issue, then we can wait.

707 Ms. Kramer stated it will not fall on any children; we will wait to get that limb taken
708 care of. Secondly, last year the arbor crew did the inside tree trimming, which is a separate
709 contract. We had some serious problems. Has that arbor crew changed?

710 Mr. Betancourt stated yes, I believe so.

711 Ms. Kramer asked will we get a good tree trimming?

712 Mr. Betancourt stated our cutter has worked previously for Servello but on other jobs.
713 Now he is back. He was the one doing the cutting when I first got here.

714 Ms. Kramer asked you will have a lift in the neighborhood, too, just in case?

715 Mr. Betancourt stated yes, they will bring the lift when they do the outside oaks.
716 Normally we keep it in the Servello yard, and they will take it out when they need it.

717 Ms. Kramer stated we did not finish inside tree trimming last time because they were
718 lion's tailing and causing more damage to the trees. Do you have a different crew that is
719 better experienced than the one that was here last year?

720 Mr. Betancourt stated when I moved to Harmony, he was already at Servello. That is
721 where I met him.

722 Ms. Kramer stated if he has a lot of experience and was not here last year.

723 Mr. Betancourt stated no.

724 Ms. Kramer asked is the Board interested in having them also do the remaining inside
725 tree trimming that we were undertaking last year? It is definitely needed. We can add that
726 to their outside trimming while they are here.

727 Mr. Betancourt that is a question for Mr. Scott Feliciano.

728 Ms. Kramer stated we will ask him to take a look at that and advise Inframark as to
729 what the cost will be.

730 Ms. Kassel asked as part of their contract or an addition?

731 Ms. Kramer stated we stopped the contract we were under. We made a partial payment
732 for the work they had done minus some quality reductions. It would basically be a
733 reenactment of that contract, if they can work with that.

734 Ms. Kassel asked is that within our existing budget?

735 Ms. Kramer stated yes. If the Board is interested in getting that work done, it will
736 include Butterfly Drive and those areas that were not finished during the inside tree
737 trimming last year. Hearing no objection from the Board, we will direct Inframark to reach
738 out to Mr. Feliciano and negotiate that work. I wanted to mention that as well as the tree
739 over the shade structure.

740 Mr. Betancourt stated yes, we will take care of that tree.

741 Ms. Kramer stated the rest of the outside tree trimming is already in the contract and
742 paid for, so it is covered.

743 Mr. Betancourt stated regarding the Swim Club palm trees, our crews will be here
744 Monday just to trim those palm trees at the Swim Club and the dog park.

745 **i. Proposal #6845, Irrigation Maintenance**

746 Mr. Betancourt reviewed proposal #6845 for irrigation maintenance, including wireless
747 rain sensors throughout the community.

748 Ms. Kassel stated the proposal included no information as to what it was about.

749 Ms. Kramer stated when we first hired Servello for irrigation, my understanding is you
750 replaced some of the sensors at that time. In fact, I noticed quite a few wireless sensors
751 showing up on adjacent stop signs. I presume this proposal is in addition to those sensors.

752 Mr. Betancourt stated we did only 15 rain sensors at the time, and this is for the
753 remaining clocks that have no rain sensors.

754 Ms. Kramer asked right now, they do not have functioning rain sensors?

755 Mr. Betancourt stated no, the remaining clocks do not have functioning rain sensors.

756 Ms. Kramer stated that puts us in non-compliance with County code.

757 Ms. Kassel asked is this within budget? Is it outside of or included in what was
758 budgeted for irrigation?

759 Ms. Kramer stated this would probably fall outside that budgeted number, but it is not
760 a regular, day-to-day maintenance issue. We should be able to maintain these rain sensors.
761 What is the warranty on them?

762 Mr. Betancourt stated I will have to check.

763 Ms. Kramer stated it is more of a reserve item to upgrade.

764 Mr. Betancourt stated it is mainly when it rains because the clock will not turn off. The
765 rain sensor will shut it down.

766 Ms. Kramer stated these need to be installed in the proper location. I saw one the other
767 day in one of the pocket parks. The rain sensor is underneath a heavy canopy, so it does
768 not function.

769 Mr. Betancourt stated you can put it on a sign.

770 Ms. Kramer stated yes, it needs to be out in the open to truly function.

771 Mr. Betancourt stated when water goes in it to a certain level, the sensor triggers the
772 clock to stop running.

773 Ms. Kassel asked can we take this out of reserves?

774 Ms. Kramer stated yes, or once it is done, we may see this amount easily in our first
775 month's savings on the utility bill.

776 Ms. Kassel stated we have reserves. We were going to do certain things from reserves
777 that we are not going to do now or have delayed.

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Ms. Kassel made a MOTION to approve proposal #6845 from Servello & Son for wireless rain sensors, in the amount of \$3,341.17, to be funded from reserves.
Mr. Leet seconded the motion.

784

785

Mr. Leet asked will these sensors tie in through the existing Maxicom system or are they local?

786

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Mr. Betancourt stated when we first took over irrigation maintenance, I was told Maxicom starts the clock but does not operate it. If you put a rain sensor on a clock, it will determine if it needs to run or will shut it down.

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Mr. Leet stated so it is local for that area but not tied to the computer.

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Mr. Perez stated the rain sensors do not necessarily stop the clock; they put the system on hold. Once the rain sensor dries out, then the system comes off hold and resumes operation. If it rains in the middle of the day and the sun comes out, as long as the sensor dries out, the clock is still on and will pick up running zones again, based on how many inches of rain you get. You can set the rain sensors to be one-quarter inch, one-half inch, or one inch. Theoretically, one-half inch should be plenty in a day.

797

Ms. Kassel asked do you recommend approving this proposal?

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801

Mr. Perez stated yes, wireless systems are the way to go right now. If you have to wire it, ideally you have to attach it to a building or some form of structure to tie it into the clocks. They are using a Hunter product, which will interface with Maxicom. It will simply put the system on hold versus shutting a clock down.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to proposal #6845 from Servello & Son for wireless rain sensors, in the amount of \$3,341.17, to be funded from reserves.

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ii. Proposals #6833, #6834, #6933, #6934, and #6935 for Sod Replacement
a. Proposal #6833

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Ms. Kramer stated this proposal is for the area near Schoolhouse Road. They are proposing to resod nine houses in the area between sidewalk and curb at \$1,000 per house. I looked at all the areas. If you put the sod down, then the exact same wear patterns will

813 show up again as soon as people start walking on them. I do not know why this area was
814 selected over all the other sod issues.

815 Mr. Betancourt stated it was a complaint from a resident.

816 Ms. Kramer stated I figured as much. I am not in favor of this proposal.

817 Mr. Perez stated we received quite a few emails requesting sod in those areas. We told
818 them we would provide proposals for Board's review.

819 Ms. Kramer stated unless the Board feels otherwise, we should not request a proposal
820 from Servello for every resident complaint.

821 Ms. Kassel stated I would like to table this item. For the benefit of the audience, our
822 agenda package this month that we received last week was 448 pages, which is a lot to
823 review in a few days. I happen to also serve on the HOA board, which blew up in the last
824 couple days and required a lot of my time. I did not have a chance to look at these areas,
825 and I would like the opportunity to do that, so I would like to table it until the next meeting.
826 Instead of denying it, I would like to table it and look at it. I know we looked at some areas
827 a while back on Cat Brier Trail, and I do not know if they have been addressed. I would
828 like to look at them, too. We were told they are under oak trees, and they are getting shaded
829 out, but what I saw was no irrigation, no leaf pickup, and no fertilization. I do not know if
830 it is the same situation here.

831 The Board did not object to tabling Proposal #6833.

832 This item will be included on the next agenda.

833 **b. Proposal #6834**

834 Ms. Kramer stated this proposal is for sod at the new dog park. I saw a need for it only
835 around one of the benches. The other bench looked okay. It looks like a very small amount
836 of sod, if any at all. Maybe our field services crew could pick up a square or two of sod
837 and install it there. I noticed on some Inframark billings that they include sod every once
838 in a while. Is that something you can handle?

839 Mr. Morrell stated around the bench is a big section of sod. We asked Servello for a
840 proposal to install sod between the concrete and the dirt area. If we get something different
841 from Home Depot, it will be more expensive.

842 Ms. Kramer asked more than \$429?

843 Mr. Morrell stated Mr. Perez will need to help me.

844 Ms. Kramer stated the proposal says one square foot of sod for \$429. Can we do that
845 in-house if I can enlist a gardener or helper who can pick up some sod to take care of that?
846 I would not move forward on this proposal.

847 Ms. Kassel asked is the Board okay in not moving forward with this proposal?

848 Ms. Phillips stated the proposal includes fuel surcharges. Do those stay in effect if we
849 approve it, even though the price of fuel is going down? Are we locked into that price?

850 Ms. Kramer stated yes.

851 Ms. Phillips stated then I definitely agree to table the proposal.

852 **c. Proposals #6933 and #6934**

853 Ms. Kramer stated these two proposals are for the same property address. I encouraged
854 Inframark to approach Jones Homes regarding this, since it was an issue with the house
855 just being built and not having good sod installed by the builder. They said they will sod
856 that area and take care of it, so Servello does not need to take care of either of these.

857 Mr. Perez stated Jones Homes will take care of Songbird Circle, not Sagebrush.

858 Ms. Kramer asked is this not the one between Songbird and Sagebrush?

859 Mr. Perez stated yes, they already took care of those areas. I am sorry; I thought you
860 were discussing the proposals for Songbird.

861 **d. Proposal #6935**

862 Ms. Kramer stated this proposal is for Clay Brick Road in an area where the sod died
863 off. Was that due to irrigation issues?

864 Mr. Betancourt stated yes, it was a clock on other property that I could not access. I do
865 not even know if the clock is working.

866 Ms. Kassel asked if the clock is not working, do we want to spend \$7,500 to replace
867 sod?

868 Mr. Betancourt stated I just need access to the clock.

869 Ms. Kramer stated I think we need to hold off on this proposal until the irrigation issue
870 is straightened out.

871 Ms. Kassel asked what is the plan?

872 Ms. Kramer stated we have contacted Ms. Rosemarie Bacallao, who is the attorney for
873 the new ownership. She provided us contact information for their property management
874 group. Was Mr. Perez able to contact them on the locked irrigation box?

875 Mr. Perez stated no, the phone number went to voicemail.

876 Ms. Kramer asked did you email her?

877 Mr. Perez stated I have no email address. I looked at their website and filled in my
878 contact information. I never received a response. I have called at least five times, and calls
879 keep going to a voicemail that no one answers.

880 Ms. Kassel stated I would like to table this proposal.

881 Ms. Kramer stated we will table this proposal until the irrigation is resolved.

882 The Board had no objection to table this proposal.

883

884 **FIFTH ORDER OF BUSINESS** **Consent Agenda**

885 **A. Acceptance of April 28, 2022, and May 26, 2022, Meeting Minutes**

886 The minutes are included in the agenda package and available for review on the website
887 or in the District office during normal business hours.

888 Ms. Kassel stated I reviewed the May minutes and provided suggested revisions to
889 Inframark.

890 Ms. Kramer stated I will ask that we table the May minutes because I did not receive
891 them in a timely fashion. Since we are doing verbatim minutes, I like to listen to the
892 recording and review the minutes at the same time. They did not come in a timely fashion,
893 which is why Ms. Burgess will help us with a new process for the minutes. I do not want
894 to ask any of the Supervisors to approve minutes as they have been amended without
895 knowing the changes. I will ask we remove the May 26, 2022, minutes from the consent
896 agenda and table them until the next meeting.

897 **B. Acceptance of Financial Statements (June 2022)**

898 The financial statements are included in the agenda package and available for review
899 on the website or in the District office during normal business hours.

900 **C. Approval of #266 Invoices and Check Register (Invoices available upon request)**

901 The invoices and check register are included in the agenda package and available for
902 review on the website or in the District office during normal business hours.

903 Ms. Kassel stated for the tree trimming invoices with Bee and Bee, I want to make sure
904 all outstanding issues have been addressed before we approve payment of that invoice.

905 Mr. Perez stated we had multiple discussions with Bee and Bee regarding some
906 terminology in the contract. The original document they provided gave a price per tree for
907 maintenance tree pruning. It also stated in the exhibit that is attached to the contract that
908 the price for maintenance pruning would be valid. They charged some prices that were
909 higher than what the maintenance pruning showed. They charged what they thought was
910 \$10,000 worth of trimming. The work they did was professional, and the prunes were

911 made. The trees looked nice afterward, but we need to make sure this does not happen
912 again going forward. We need to make it clear that the exhibit should probably be removed
913 from the contract, but the work has been completed.

914 Ms. Kassel stated I want to check with the engineer regarding the invoice from Atlantic
915 Pipe Services that the work they did in the Estates is complete.

916 Mr. Hamstra stated I will review that work under my report.

917 Ms. Kassel stated but we have to approve payment under this agenda item.

918 Mr. Hamstra asked is this the final invoice?

919 Ms. Kramer stated yes, it appears to be.

920 Ms. Montagna stated the invoice in the agenda package is what was discussed with Mr.
921 Hamstra, and he signed off on it.

922 Mr. Hamstra stated if that is the same invoice, then it is okay to pay.

923

924 Ms. Kassel made a MOTION to approve the consent
925 agenda, as presented, tabling the May 26, 2022, minutes.
926 Mr. Leet seconded the motion.

927

928 Ms. Kramer stated I discussed this with Inframark but I want to make sure it is clear
929 that we received some late charges and fees on a credit card for a late payment, including
930 the auditor. I do not like to see us paying the auditor late.

931 Ms. Montagna stated I checked with accounting, and those will be refunded. You will
932 see that on next month's invoices and check register. Those should not have been billed to
933 the District. That was an Inframark issue, and the District will not pay late fees.

934 Ms. Kramer stated thank you. I just wanted to verify that. I have the same concerns as
935 Ms. Kassel expressed concerning the tree work by Bee and Bee where 61 trees were
936 trimmed, and we should have received at least twice that, if not more. It is water under the
937 bridge at this point. We should have done a better job designating the trees to be pruned
938 and what they needed to do. I think we need to find a different way to do that. I did like the
939 first five or six houses they trimmed. When it got closer to closeout of the contract, they
940 started cutting more while charging more. I do not know if they are a good fit with us going
941 forward. This is a lesson learned.

942

943 Upon VOICE VOTE, with all in favor, unanimous approval
944 was given to the consent agenda, as presented, tabling the
945 May 26, 2022, minutes.

946 **SIXTH ORDER OF BUSINESS** **Staff Reports**

947 **A. District Engineer's Report**

948 The District Engineer's report is included in the agenda package and available for
949 review on the website or in the District office during normal business hours.

950 Mr. Hamstra stated our response pursuant to House Bill 53 was submitted on time.
951 Osceola County acknowledged receipt and has already submitted the documents to the
952 State. I believe we estimated \$6,500 to prepare the report, and our final fee was \$3,500, so
953 we saved \$3,000. Regarding milling and resurfacing all the alleys in neighborhoods C-1
954 and C-2, 22 plan holders downloaded the bid documents, of which eight or nine were
955 general contractors, and all very well qualified and large companies. Unfortunately, no one
956 submitted a bid. We gave them six weeks to submit a bid, given how busy everyone is. The
957 few contractors I have spoken with said they are all understaffed and overworked. They
958 probably chose not to bid on a project they could not perform, or maybe they could not
959 hold their price long enough. The question for the Board is if you want to wait until the
960 market takes a slight dip or revisit this when the time is right financially. The engineer's
961 estimate with the bid alternates was about \$650,000. I will defer to the Board on what
962 direction you want to take with this.

963 Ms. Kramer stated at this point, I am leaning toward waiting another couple months
964 and going back out to bid. Does the Board have any objection?

965 Ms. Kassel stated I do not know that we have a choice.

966 Mr. Leet asked is there an alternative?

967 Ms. Kramer stated I do not think so unless we want to specifically ask some companies
968 that we know can do this work. I do not know if anyone can do it. Everyone is busy.

969 Mr. Hamstra stated firms like Middlesex, Hubbard, and Ranger are all big firms. We
970 followed up with Jr. Davis, who is in the area, and they said they were too busy. They tend
971 to wind down between Thanksgiving and Christmas, so we can revisit this after the first of
972 the year.

973 Ms. Kassel stated perhaps we can put this on the agenda for December or January to
974 discuss again.

975 Ms. Kramer stated or perhaps earlier. How long do we need in advance if we want them
976 to do work in December or January? How much lead time do you need?

977 Mr. Hamstra stated we will want to give them four weeks like we did last time and ask
978 them to hold their bids. That is a sensitive issue right now because they are all so busy.

979 Holding bids for 60 to 90 days used to be the norm, but we are lucky if we can get 30 days.
980 By the time the bids come to the Board at a meeting, you award a contract, and Mr. Eckert
981 prepares the contract, it will be 60 days. A lot of them at this point, because they are so
982 busy with business, are not willing to hold bids that long. If we advertise in January, we
983 can bring bids for the Board to consider in February, and perhaps construction can start in
984 March when it is not raining. That would be a good time, and it will also be a little cooler.

985 *This item will be on the agenda for January 2023.*

986 Mr. Hamstra stated before hurricane season started on June 1, I performed a site
987 inspection on May 30, which was Memorial Day. The Chair provided me with a utility
988 vehicle to get around the 25 ponds, which saved a lot of time. A couple days later, I
989 generated what is labeled Attachment A, which includes photographs, documents, and
990 notes of every control structure. I then forwarded the report to Mr. Morrell and Mr. Perez.
991 The reason I came out on July 7 with Mr. Perez was to see how things were coming with
992 Mr. Morrell. They were making good progress on the structures that probably have not
993 been touched in years, some of which I could not find. Mr. Morrell and his staff have done
994 a great job exposing some of these and getting them to function again. My goal is to do
995 the same thing for the stormwater ponds located on the golf course, because they are your
996 structures. I felt the ones in the subdivisions next to the homes were more important, which
997 is why we did those first. Everything on the pictures and notes highlighted in yellow were
998 action items for Mr. Morrell, Mr. Perez, and staff to tackle heading into hurricane season.

999 Mr. Hamstra reviewed change order #2 to provide continuing engineering services
1000 through fiscal year 2022, in the amount of \$30,000.

1001 Mr. Hamstra stated during the past two months alone, we have performed 11 different
1002 assignments, which list we can discuss later. We may want to discuss how we do this next
1003 fiscal year if you retain my services where I can provide individual proposals for individual
1004 assignments. As the Board is aware, we have done significant construction plans for
1005 multiple projects under your continuing annual authorization, which has required us to
1006 come back to the Board several times to ask for increased fees. We have provided
1007 engineering services for over \$1 million in construction projects. I believe this should be
1008 the final request to get us through the rest of July, August, and September, and we can
1009 discuss how to proceed for fiscal year 2023 beginning October 1.

1010 Ms. Kassel stated change order #1 was \$50,000, which is a lot of money.

1011 Ms. Kramer stated we already approved that change order. This is in the amount of
1012 \$30,000. I think we need to work with Mr. Hamstra. I do not know if we can cut costs by
1013 having Mr. Hamstra attend via Zoom or selectively choosing alternatives. We had a lot to
1014 address now, but as we start winding back down a little bit, perhaps Mr. Hamstra does not
1015 need to travel to every meeting. The cost for his meeting attendance on average is about
1016 \$555 per meeting, and reports are \$600 per meeting. We may want to look at how we can
1017 do some cost savings. Your work is the greatest. I love it, and you are really moving us
1018 forward. When people call me and comment on the engineering fees, I explain we deferred
1019 all the engineering work for 20 years, and we are playing catch up. You are producing some
1020 great base documents and presenting them to us that we need and will use in years to come.
1021 We had one big project with a lot of design work that we decided we cannot move forward
1022 with because it is cost prohibitive.

1023 Ms. Kassel stated we have also done a lot of work for the milling and repaving.

1024 Ms. Kramer stated yes. That will pay dividends as we move forward. We have been in
1025 such neglect for so long without engineering expertise that caused problems. If we
1026 previously had proper engineering oversight in our stormwater system, the Estates
1027 probably would not have ended up where it did, and things of that nature. I explain to
1028 people this is why we need it. As both attorneys said, our main job is maintaining and
1029 improving infrastructure of the District. Stormwater and engineering issues are one of our
1030 main focuses. It is to be expected in doing all this catch up that it will cost more.

1031 Mr. Hamstra stated I probably average three or four assignments a year in a district,
1032 and we have done 21 for Harmony in 12 months. A lot has been going on.

1033 Ms. Kramer stated yes.

1034 Ms. Kassel stated I am looking at the list and wonder what is left. You have completed
1035 House Bill 53. We are putting neighborhoods C-1 and C-2 milling and resurfacing on hold.
1036 Stormwater management has been completed. The Estates will be relatively minimal in
1037 terms of engineering.

1038 Ms. Kramer stated the Estates might take more.

1039 Mr. Hamstra stated the Estates has a lot of issues.

1040 Ms. Kassel stated I asked about this at the last meeting, how much work is still to be
1041 done.

1042 Mr. Hamstra stated the maintenance is easy. It depends if you want to fix the problem.

1043 Ms. Kassel stated that is what I asked, and you said it would not require a lot of
1044 documentation.

1045 Mr. Hamstra stated no, not on our part. It will cost the District to slip line pipes and
1046 replace pipes.

1047 Ms. Kassel stated we are discussing change order #2 for \$30,000, and I am looking at
1048 other things. The garden road has been put off. The RV and boat storage has been put off.
1049 The wetland conservation area was sent to another vendor and is in progress. We had a
1050 reserve study done, which might not have much for Mr. Hamstra to do. I am just wondering
1051 what the \$30,000 is for.

1052 Mr. Hamstra stated it is to finish the second site inspection for the stormwater master
1053 plan, finish the action item list for Mr. Morrell and/or contractors, and hopefully get some
1054 direction for the Estates on what we are going to do, which we will discuss shortly.

1055 Mr. Short asked is the issue that we are just not able to accomplish the projects that Mr.
1056 Hamstra is helping us navigate fast enough? Are we just not getting through this list?

1057 Mr. Hamstra stated things are coming in for the garden road, which I can discuss. The
1058 bids came in high, and the Board was not ready to undertake that cost. Discussions have
1059 gone back and forth regarding the RV storage area whether or not the money to put into it
1060 is worth the revenues that will be received. Those plans are essentially done. The smaller-
1061 scale projects are listed but include the dog park, intersection improvements, foot bridges,
1062 sidewalks, and stormwater infrastructure. A lot is going on. To answer Ms. Kassel's
1063 question, site inspection #2 for the master system, the action item is for Inframark and more
1064 discussion for the Estates. I think at that point, we need to decide what the Board wants to
1065 do going into the next fiscal year on building things or not doing anything. All the plans
1066 will be on the shelf, waiting to be bid and built.

1067 Ms. Kassel stated I am not an expert on this. We have been working with you for a
1068 number of months. Your work is wonderful, but I am trying to understand how the balance
1069 of the work is \$30,000 worth of work.

1070 Mr. Hamstra stated I am already \$10,000 into the \$30,000 with the last two invoices.
1071 We did not meet last month, so I included the draft invoice showing what has been done
1072 during the last two and a half months since we met. I am not planning to spend it if I do
1073 not need to. If you so direct, we will slow it down and wait until the next fiscal year to
1074 decide what we are going to do.

1075 Mr. Short asked is it a not-to-exceed amount?

1076 Mr. Hamstra stated that is correct; it is not a lump sum.

1077 Ms. Kassel asked where are we with the budget-to-actual dollars for engineering for
1078 this fiscal year?

1079 Ms. Kramer stated I think we are seriously over budget because we were not planning
1080 on doing the changes we did and the problems in the Estates and everything else. We should
1081 have suspected, but we did not. We are seriously over budget, but one of the problems with
1082 the way we have been doing billing is, instead of billing by projects, we have been doing
1083 it on monthly billings. All the costs for the garden road and resurfacing alleys and some
1084 other work, even probably stormwater in the Estates, should have been paid from reserves.
1085 It was associated with a reserve project, so it should not have been coded to general
1086 engineering. I do not know if we can clean that up in the financial statements.

1087 Ms. Kassel stated I wonder how much work that is left can be associated with the
1088 reserve account.

1089 Ms. Kramer stated we can adjust that, if Mr. Hamstra can refine that list of the
1090 breakdown for projects and provide it to Ms. Kassel. Mr. Hamstra should update that list,
1091 and then we can look at it for the different projects.

1092 Ms. Montagna stated some things need to be reclassified, which I discussed with Ms.
1093 Kramer. I am working with accounting now to get some things reclassified, not only for
1094 engineering but other line items throughout the budget. Engineering as of June 30 is
1095 \$89,211 against a budget of \$20,000. That amount was budgeted before you engaged your
1096 new engineer; that budget was set prior to switching engineers.

1097 Ms. Kassel stated yes, we understand.

1098 Ms. Montagna stated as Ms. Kramer indicated, some things need to be reclassified. We
1099 can reclass it to the actual line items as opposed to coding the lump sum in the engineering
1100 line item.

1101 Ms. Kassel asked do we have any idea what percentage or how much of the \$89,000
1102 might be reclassified? I am just trying to be able to justify another \$30,000 when the
1103 community has had so much uproar on how much we are spending on the engineer.

1104 Mr. Hamstra stated in an effort to educate the public, we have undertaken millions of
1105 dollars' worth of projects. The rule of thumb is, 10% to 12% of the costs is for engineering
1106 fees. We are still well below that with the efficiencies going on, but we are tackling some

1107 large projects. We typically deal with fences, cracked sidewalks, and other typical
1108 maintenance. Harmony is much like a small city with resurfacing roadways and stormwater
1109 systems.

1110 Ms. Kramer stated in looking at the table, it is easily \$60,000 to \$70,000 that should go
1111 to reserve project line item.

1112 Mr. Hamstra stated I agree.

1113 Ms. Montagna stated \$73,498.

1114 Ms. Kassel stated that means we would then be below budget at this point.

1115 Ms. Kramer stated yes, we need to get the coding straightened out. Another line item
1116 is pool resurfacing. It looks like we spent five times our annual budget when actually pool
1117 resurfacing is a reserve item. We need the accounting staff to get our budget in shape.

1118

1119 Ms. Kassel made a MOTION to approve change order #2
1120 with Pegasus Engineering for continued engineering
1121 services, in an amount not to exceed \$30,000.

1122 Mr. Short seconded the motion.

1123

1124 Upon VOICE VOTE, with all in favor, unanimous approval
1125 was given to change order #2 with Pegasus Engineering for
1126 continued engineering services, in an amount not to exceed
1127 \$30,000.

1128

1129 Mr. Hamstra stated the big-ticket item is the Estates. Multiple things are going on. The
1130 first is Regatta Homes. When I was out there a couple weeks ago with Mr. Perez, the area
1131 was a mess with a lack of sediment and erosion control. I do not know how hard you want
1132 me to crack down on them, if you want Mr. Morrell to do that, or if we want to call the
1133 County in. The builders are doing sloppy work. The other builder—Millennium—I am not
1134 sure if they might be out of business. They have not been out here in months to do any
1135 work. I hate seeing this. We are spending a lot of money to get your infrastructure back in
1136 shape when builders, quite honestly, do not respect the District or private property issues.
1137 I will defer to the Board how you want to handle this.

1138 Ms. Kramer asked do we know anyone who is good at talking with the County? I know
1139 Mr. Hamstra has already gone to the County at the staff level. Is it time for us to start
1140 discussing this with the County manager, which is at Ms. Montagna's level? Then if we
1141 receive no response from him to correct enforcement by the County, we can start with the
1142 County Commissioners.

1143 Ms. Montagna asked code enforcement?

1144 Ms. Kramer stated we could talk with code enforcement and see if they can do it. I am
1145 thinking about going higher with the County manager and a political level if we are not
1146 getting any movement on the staff level.

1147 Ms. Montagna stated yes.

1148 Mr. Hamstra stated on page 4 of my report, Mr. Morrell and his staff were able to fix
1149 the “hole” in a resident’s front yard between 7157 and 7159 Oak Glen Trail. I believe he
1150 was at the meeting a couple months ago. We had some cones around it. Staff did a great
1151 job pouring concrete with the recessed cap, and that problem has been rectified.

1152 Ms. Kramer stated we have about eight or ten more of those.

1153 Mr. Hamstra stated yes, some are on private property or in open spaces.

1154 Ms. Kramer stated some are in the rights-of-way. Will Mr. Morrell be doing a review
1155 to locate those? In the Estates are underdrains and open pipes in the right-of-way where we
1156 have an easement. The County had previously been good to work with us, but not for this.

1157 Mr. Hamstra stated they will do everything except the underdrains.

1158 Ms. Kramer stated that is correct; they will not do the underdrains. While the concrete
1159 truck is still here replacing sidewalk panels, before he leaves, we need to identify all those
1160 locations where we have that same situation and get them flagged so they can form them
1161 up and do the same work.

1162 Mr. Hamstra stated I have a map with dots I can provide Mr. Morrell so he can go
1163 directly to them and form the two-foot by two-foot pads.

1164 Mr. Morrell stated in the last two weeks, we discovered one of them that we did a month
1165 ago was two feet by two feet but is now covered.

1166 Mr. Hamstra stated yes, it is the same thing in various locations. I have a map with all
1167 those locations.

1168 Ms. Kramer stated that is a liability issue for us, and we do not want a child to fall in
1169 and break a leg or something.

1170 Mr. Hamstra stated the next item on page 4, Inframark staff cleaned the brush and
1171 vegetation and trees around the 14 inlets outside the rights-of-way. The goal is to put down
1172 some riprap around them to protect them so they do not get silted up again. I talked with
1173 Mr. Perez if they might be comfortable doing that work, but Inframark might outsource it
1174 to a contractor.

1175 Mr. Perez stated yes.

1176 Mr. Hamstra stated that is something to be discussed October 1.

1177 Ms. Kramer asked does that need to be done after we do all the repair work?

1178 Mr. Hamstra stated yes. We have the CCTV inspection videos from Atlantic Pipe
1179 Services. The one resident who complained that the pipe was not inspected, we found out
1180 why it had an issue. Whoever installed the fence, the posts go through the pipe. That pipe
1181 will be slip lined but will need to be removed and replaced, unfortunately. I do not know if
1182 years later you want to go back to the fence company.

1183 Ms. Kassel asked what needs to happen now?

1184 Mr. Hamstra stated we will generate for the next meeting what pipes need to be slip
1185 lined and what pipes have to be replaced for capital projects for next year for the Estates.
1186 They are all plastic pipes that have been compromised either during or after construction.
1187 It will be a one- or two-page memorandum with photographs and a map showing the pipes
1188 and lengths of pipes.

1189 Ms. Kramer stated then Mr. Hamstra can provide a scope of work.

1190 Mr. Hamstra stated yes, it will be one or two pages. We will put it on the street and
1191 show bids. Companies like Atlantic Pipe Services do this kind of work, so they will be the
1192 general contractor. They will do slip lining and things like that. The garden road is on hold
1193 until fiscal year 2023. RV storage on hold. Regarding the wetland conservation area, Ms.
1194 Catherine Bowman was out there this week with South Florida Water Management
1195 District, and things are progressing as far as I am aware. Regarding the dog park, I listed
1196 what is left to be done. To get a fountain for the dog park, these are the steps Toho Water
1197 Authority (“Toho”) asked that we go through.

1198 Ms. Kassel stated I propose we table this until next fiscal year.

1199 Ms. Kramer stated we might want to put out a water container. It would be cheaper to
1200 put in small shade structure over one of the benches and a rain barrel off it. Then you can
1201 use the rainwater.

1202 Mr. Hamstra stated the cost for what they are asking us to do for a hose bib is incredible.

1203 Ms. Kassel asked is that something we can add to get a shade structure over one of the
1204 benches, perhaps one of the benches that is out in the open by the pine trees and get a rain
1205 barrel with a spigot at the bottom?

1206 Mr. Morrell stated I will ask Mr. Perez to assist me with your request.

1207 Ms. Kramer stated I looked at the Cherry Hill swale. The torpedo grass growing
1208 adjacent to it is now growing into it very nicely, and it appears to be draining fine. I do not
1209 know that sod is necessary.

1210 Mr. Hamstra stated nature has a way of working itself out.

1211 **B. District Counsel Report**

1212 The District Counsel's report is included in the agenda package and available for
1213 review on the website or in the District office during normal business hours.

1214 Ms. Kramer stated the information provided in the agenda package does not do us any
1215 good at this point. We have new counsel, and will be moving forward with those issues.

1216 Ms. Kassel stated I would like to hear if counsel has any thoughts they would like to
1217 share with us at this meeting based on what they have seen in our previous reports.

1218 Mr. Eckert stated after this meeting, at my cost, I will reach out to each Board member,
1219 spend some time with you, introduce myself, and get an idea of concerns you have had
1220 over the past year. I will do that on an individual basis. Then I can speak more coherently
1221 on that. I did not understand the real estate items from the printout. I can share with the
1222 Board an example of the due diligence chart we use that tracks conveyances and easements.
1223 We are looking at a reference in real time instead of researching what happened ten years
1224 ago. That usually never works out very well. At this point, until I have those conversations,
1225 I do not feel I have been tasked with projects other than negotiating the final terms of the
1226 contract. I will reach out to each of you individually, and you will not be charged for me
1227 to get oriented as to what the issues are. That is my suggestion. If you have something for
1228 me to look at before then, I am happy to do that, too.

1229 Ms. Kassel stated the only thing that comes to mind now is familiarizing our two new
1230 Board members with the Sunshine Law and anything else they need to know in order to
1231 not break the law.

1232 Mr. Eckert stated I can do that now or I can call them tomorrow. It is up to the Chair if
1233 you want me to take time to do that now.

1234 Ms. Kramer stated I think calling them individually is better so they can ask questions.

1235 Mr. Eckert stated we will also provide a Supervisor notebook. Since I am new, I will
1236 provide it to all the Supervisors. One thing I do not understand in terms of rules of
1237 procedure you may have adopted in the past is the issue of roads where you received no
1238 bids. The rules I draft for my districts say if you do not receive any bids, then that is your
1239 green light to directly contract with whomever you want. So you can just go and negotiate.

1240 You do not have to advertise or anything like that. It is permitted in Florida if you have it
1241 in your rules. I do not know if you have that, but it is standard in our rules. We run into this
1242 from time to time, and boards are usually concerned, but now you have the ability to
1243 negotiate prices, whereas you cannot do that ordinarily.

1244 Ms. Kassel stated Mr. Hamstra approached Jr. Davis, for example, and they declined
1245 to submit a bid.

1246 Mr. Eckert stated that was regarding submitting a bid. What I have found when you are
1247 in direct negotiations with a contractor, he will take it a little more seriously, whereas when
1248 submitting a bid, he will devote time to prepare a proposal and will probably be one of six
1249 proposers and may not be awarded the bid, versus wanting to work with the District on a
1250 fair deal. Mr. Hamstra will have the pulse of current prices. I will review the rules of
1251 procedure to see if that is an option.

1252 Mr. Hamstra asked is that independent of the price of the project, if it is above or below
1253 a threshold?

1254 Mr. Eckert stated it does not apply under the Consultants' Competitive Negotiations
1255 Act, but it does apply under construction projects. I had a \$10 million project that received
1256 no bids, so we negotiated a direct contract because it was permitted under the rules.

1257 Ms. Kassel stated we may still want to wait on alley repaving because costs may come
1258 down.

1259 Mr. Leet asked is a time limit associated with no bids received?

1260 Mr. Eckert stated I think you need to address it at your next meeting because you did
1261 not make a decision but deferred it to a future meeting. I will review the rules and tell you
1262 what your options are at the next meeting. I will provide my card to everyone. I will ask
1263 everyone to email me to let me know when a good time is for me to contact you: mornings,
1264 evenings. I would set aside an hour to talk and help me get oriented.

1265 **C. Field Manager Report**

1266 **i. Field Report**

1267 Mr. Perez stated the new pressure washer has arrived and has been going full force
1268 pretty constantly. Aquatic weed control contract work is well underway. Mr. Vinson
1269 attended a meeting with them last week. When I was out with Mr. Hamstra, we saw
1270 significant blatant killing of Old World Climbing fern. Mr. Morrell and his staff continue
1271 to chase cogongrass in a couple areas. Past the big dog park in that pond are some areas
1272 across the lake bank that are really bad. We will continue chasing that, as well. Sidewalk

1273 grinding was completed, and panel replacements have started. They should be wrapping
1274 up at the end of August. We had concrete supply issues in trying to keep costs down, so
1275 we rescheduled that work to the end of August. We have not had a lot of concerns.
1276 Unfortunately, we left some stakes up too long, but they have been cleared. In the field
1277 report itself, June and July had a lot of landscape-related items. I have discussed these with
1278 Mr. Morrell, and we will be improving that to be more encompassing of other facilities,
1279 including pools and things field staff needs to address. We will include that in the report
1280 so you can see it. I started sending weekly updates again, mainly due to having new Board
1281 members. I felt it was important for you to see a weekly update coming from field staff.
1282 We will get new email addresses set up for our newest Board members. If you do not feel
1283 it is pertinent or if you are receiving enough information, we can always pull back the
1284 weekly emails. The splash pad has been problematic for us. In May, we replaced the
1285 solenoid kits, and we have 14 of them. In early June, we had issues again. Spies came back
1286 out and felt it was the variable frequency drive (“VFD”) computer causing issues with the
1287 pump. The VFD controls the flow on how the splash pads operate. The vendor, Automation
1288 Logic, came out. He looked at the VFD and found no issues. He cycled through it and the
1289 pump kicks on, so it could be an issue with the impellor in the pump. It looks like that
1290 pump has never been replaced; it is an original pump from when the splash pad was built.
1291 It could be the impellor, but the problem we are running into is everyone being so busy
1292 with other pools and fountains. Spies cannot get out here until the end of summer. We
1293 reached out to Freeport Fountains. They were responsive, but then just yesterday they gave
1294 us the name of a pump vendor in Palm Beach. Mr. Morrell reached out to him, and he said
1295 he would not do anything with our VFD. Florida Water Features has not been responsive,
1296 so we continue to try to find someone who can work on the pool and the pump to try to
1297 repair the issue with the impellor. He also mentioned they are concerned because the pump
1298 is so old; if they remove it, the fittings may be damaged because the pump is almost 20
1299 years old. Every week we are circling up with these vendors trying to see when we can get
1300 someone out here. We are following up with them.

1301 Ms. Kramer asked right now you are looking for someone to replace the impellor and
1302 the pump, or the pump altogether in the splash pad?

1303 Mr. Perez stated yes, they can either pull the pump apart and inspect the impellor, and
1304 if the impellor is bad, replace just that, or we just replace the entire pump.

1305 Mr. Leet asked what is the expected service life on a pool pump like that?

1306 Ms. Kassel stated 20 years.

1307 Ms. Kramer asked is it as simple as getting someone from Pinch-a-Penny to come out
1308 and replace the pump, or give us a cost on replacing the pump?

1309 Mr. Perez stated no, this is not a normal pool pump. It is a bigger pump. It is a metal-
1310 cased pump versus a plastic pump. The residential pool pump you would see is different.
1311 This one is metal encased. It is a beefy pump. We reached back out to Freeport Fountains
1312 today after his contact would not help us. Hopefully he will contact us. I will call Jack from
1313 Florida Water Features again tomorrow, and we will keep looking. I will talk with Mr.
1314 Russ Simmons, field manager in Celebration. They had an issue, but it was not necessarily
1315 with the splash pad pump.

1316 Ms. Kramer stated we need to call the City of Saint Cloud; they may know someone
1317 who works with splash pads since they have several of them.

1318 Mr. Perez stated they use Freeport Fountains. That is who I spoke with.

1319 Ms. Kramer asked Osceola County, or the City of Saint Cloud?

1320 Mr. Perez stated he installed the splash pads at both.

1321 Mr. Perez reviewed TEM service quote #EST4615 for Buck Lake. It is higher than the
1322 procurement threshold, and we reached out to two other DoorKing vendors. Each wanted
1323 to charge \$185 to \$195 per hour to see what the issue is. TEM is saying it is probably a
1324 lightning strike causing the gate not locking at Buck Lake.

1325 Ms. Kramer asked can they take out the board and test it? We ended up with this
1326 problem. The District footed the bill for a whole new board, and we found out later that
1327 someone tripped the ground fault circuit interrupter (“GFCI”), but yet we still had to pay
1328 for the full board.

1329 Mr. Perez stated I will follow up with TEM and see if they will test the board prior to
1330 replacing it.

1331 Ms. Kramer asked if the board is fried, do we want to approve this quote?

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Ms. Kassel made a MOTION to approve service quote #EST4615 from TEM Systems for replacement of the main board for the DoorKing system at Buck Lake, in the amount of \$3,642.00, if needed, as discussed.

Mr. Short seconded the motion.

1339 Mr. Leet stated this is the third or fourth or fifth time this happened with lightning
1340 issues since I have lived here. I am curious on what they find and say is the actual problem
1341 versus an underlying issue.

1342 Ms. Kramer stated I am curious, too. I read several TEM invoices on Avid, and some
1343 of them indicated our network server provider needed to do something with their firewall
1344 to allow access, and other things that needed to be done. Then they closed it out as not
1345 being done because we never got back to them. TEM is getting to be very expensive for
1346 us. I am ready to install a combination lock ask them to issue the number out to the
1347 residents. This is getting ridiculous. Would Mr. Leet work with them, since you understand
1348 the boards and other circuitry?

1349 Mr. Leet stated yes, I would be happy to.

1350 Ms. Kramer stated I am willing to pay \$185 for second quote, because as we saw in our
1351 plumbing issues, we went from quotes of \$8,000 and \$4,000, and paid \$850 to fix it. Paying
1352 \$185 to pay only \$850 was worth it and saved us money. We should follow the procurement
1353 policy on that basis.

1354 Ms. Kassel asked do we not move forward until we get more bids?

1355 Ms. Kramer stated I do not know. At this point in time, I am concerned leaving the
1356 dock area totally accessible and not secured at all. If it is a fried board, let us replace it.
1357 Then we can figure out a better option.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to service quote #EST4615 from TEM Systems for replacement of the main board for the DoorKing system at Buck Lake, in the amount of \$3,642.00, if needed, as discussed.

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Mr. Perez stated I sent an email yesterday. Mr. Morrell should have copies of a project list we are tracking with items field staff is working on. Those items are captured in the field report so you can physically see them instead of being on spreadsheets. Of the 78 items, 49 were field related. Of those 49 items, 46 have been completed. Staff is staying extremely busy. Regarding the swim club repair and insurance update, they have finalized the main repair issues on the wall. Mr. Morrell and staff inspected it today. The restrooms are cleaned up and open for use as of today. We are waiting on the louvre outside, and Mr. Morrell said they will be coming back in a couple weeks for that.

1373

Ms. Kramer asked is that covered by insurance?

1374 Mr. Perez stated yes, the driver's insurance company and our insurance company are
1375 involved in that. I believe we had to pay the deductible, which our insurance company is
1376 going to the driver's insurance company to collect, so it will be at zero cost to the District
1377 when all is said and done.

1378 Ms. Kassel stated I have mentioned previously an item I do not see on the list, and I
1379 would like it added. A resident mentioned it somewhere, maybe Facebook, about all the
1380 white recycled fencing along Five Oaks Drive and U.S. Hwy 192, which I believe are
1381 District-owned property, not on the west side of Five Oaks Drive at the townhouses but on
1382 the east side of Five Oaks Drive and along U.S. Hwy 192. Some of those fences look
1383 terrible. I requested once or twice that they be power washed, and I do not see this on the
1384 list. I would like it added.

1385 Mr. Morrell stated we have the new pressure washer, and I have field staff working
1386 first on the west side of the fence on U.S. Hwy 192.

1387 Ms. Kramer asked that are doing that work now?

1388 Mr. Morrell stated yes.

1389 Ms. Kramer stated we had to wait until we got the pressure washer. Add that to the list.

1390 Mr. Morrell stated yes.

1391 ii. **Addendum to Landscape Service Agreement**

1392 Ms. Kramer stated this addendum is for the addition of the Enclave to our budget. It is
1393 for two months of service: August and September. October 1, 2022, they will begin their
1394 new contract. The addendum is for mowing the front berm. The only area the District is
1395 accepting is the front berm area. We will not have the median strip in front of the Enclave.
1396 Is that still five irrigation zones, or is it something less?

1397 Mr. Perez stated it is five; I verified it today.

1398 Ms. Kassel stated the chart shows \$48 in a column that does not have a label. That
1399 should belong in the September 2022 column.

1400 Ms. Kramer stated yes, it got bumped into the wrong column. It is for two months of
1401 service, and we have brand new trees and shrubs. Do we need the trees and shrubs portion
1402 of this proposal?

1403 Ms. Kassel stated for either August or September.

1404 Mr. Perez stated you should not need it, but it is not a bad idea to fertilize them. We do
1405 not know what fertilization has been put on them. You can wait until October if you want,

1406 totally your call. They priced it based on the fee summary of the current contract when
1407 applications were taking place.

1408 Ms. Kramer stated we entered into another addendum a couple months ago for mowing
1409 and maintenance of U-1, U-2, and B-1 parcels that we were just informed we own, which
1410 have not yet been mowed or maintained. Will this fit into the schedule?

1411 Mr. Betancourt stated I was told that will start in October with the new contract.

1412 Ms. Kramer asked what will start in October?

1413 Mr. Betancourt asked are you talking about the fence area?

1414 Ms. Kramer stated yes, we entered an agreement for Servello to start that work maybe
1415 two months ago.

1416 Mr. Perez stated yes, three months ago, the addendum was presented and approved.

1417 Ms. Montagna stated yes, that is correct.

1418 Mr. Betancourt stated my apologies, I was not told about that.

1419 Ms. Kramer stated word did not get to Mr. Betancourt that we approved and signed the
1420 addendum.

1421 Mr. Betancourt stated that area will be mowed.

1422 Ms. Kramer stated Inframark needs to make sure we were not billed nor have paid
1423 invoices for that time period.

1424 Mr. Betancourt stated if someone can show me the boundaries, we can start mowing.

1425 Ms. Montagna stated Servello was at the meeting when it was approved.

1426 Ms. Kramer stated I want to be sure we have not been paying the last several months
1427 for that service.

1428 Ms. Montagna stated I will doublecheck right now to make sure.

1429 Ms. Kramer stated I tried to look, and I do not think I saw it. Doublecheck on that.
1430 Servello will be able to perform this work?

1431 Mr. Betancourt stated yes. More than likely, it will be on Mondays when we mow the
1432 horseshoe area. We will mow the strip, I believe, just as we did when I first came here.

1433 Ms. Kramer asked is the pricing in line with the current pricing for that amount of area?

1434 Mr. Perez stated yes, it seems to be. They did not quote a price per square foot, but it
1435 is not much.

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Ms. Kassel made a MOTION to approve the addendum to the landscape service agreement with Servello & Son for the Enclave, for two months ending September 30, 2022, in the amount \$2,676.
Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the addendum to the landscape service agreement with Servello & Son for the Enclave, for two months ending September 30, 2022, in the amount \$2,676.

Mr. Leet stated since we are discussing the landscaping in the Enclave area, I know we had some property and silt fence issues behind the Enclave. Do you have a sense of the time scale, and is it appropriate to discuss now while we are discussing landscaping for the Enclave?

Mr. Hamstra stated Mr. Perez and I were out there July 7. A lot of construction is still going on. I will feel better once the houses are painted.

Ms. Kramer stated since Jones Homes has helped on these other issues, once construction is complete, maybe they will step up and help by installing a nice hedge along that area. If not, we have been able to propagate firebrush really well. It grows eight feet tall and eight feet wide. That might be a good plant material to put in that area if Jones Homes will not do it for us. We will address that in a couple months when they are finished.

iii. Consideration of Basketball Resurfacing Proposals

Ms. Kramer reviewed the proposals received: Ace Surfaces, AAA Court Surfaces, and Sport Surfaces.

Ms. Kramer stated AAA Court Surfaces has a two-year warranty, and the proposal amount is \$9,000. They will fill the cracks and level it out with a 1% slope for drainage.

Ms. Kassel stated their proposal said the court must have a minimum 1% slope in order to warranty the work. I think they are saying that is our obligation.

Ms. Kramer stated no, they will make sure it is sloped 1%. That is standard slope.

Ms. Kassel stated I have a question for Mr. Hamstra about grinding using fill or using fill for areas that have dips.

Ms. Kramer asked you mean to level it out?

Ms. Kassel stated yes, and if it is durable.

1472 Mr. Hamstra stated they usually use a granular material, like small pebbles or
1473 something to fill those voids before they cover it up with the material, versus using pure
1474 sand. Without them being more specific, I am not sure.

1475 Ms. Kramer stated they have a specific leveler that is used for these concrete surfaces.
1476 They have to rough it up in order to have good adhesion. It is important that we have a
1477 warranty. Ace Surfaces quoted \$26,500 if you upgrade to get the warranty. Sport Surfaces
1478 quoted \$7,800 with no warranty, and they want 50% up front. They also have a disclaimer
1479 that they are not responsible for anything.

1480 Mr. Eckert stated we have dealt with Sport Surfaces, and the 50% upfront payment
1481 should be labeled a deposit, not a fee.

1482 Ms. Kassel stated I see only Sport Surfaces and AAA Court Surfaces. I do not see Ace
1483 Surfaces at all.

1484 Ms. Kramer stated Ace Surfaces was a one-page email stuck in the middle of Sport
1485 Surfaces's proposal, on page 426. They gave no guarantee, and they do not provide any
1486 leveling.

1487 Ms. Kassel stated I thought that email had to do with Sport Surfaces.

1488 Ms. Kramer stated no, it is a separate vendor. Has Mr. Hamstra or Mr. Eckert worked
1489 with any of these vendors? It sounds like Mr. Eckert has dealt with Sport Surfaces.

1490 Mr. Eckert stated the engineer had worked with them before, and the work was fine.
1491 Our issue was, I have a district that started a basketball and tennis court project, and then
1492 they changed it eliminating the need to use Sport Surfaces at all. The way the contract was
1493 written, fortunately, we paid them a \$750 permitting fee in addition to the actual cost of
1494 the permit. We had to pay 50% up front. When I saw that, I said we will pay a 50% deposit,
1495 but it is not a fee. We put that in the agreement. The Board decided not to move forward
1496 with the project, and we are in the process of getting the deposit back. We do not anticipate
1497 any issues with them.

1498 Ms. Kramer asked you do not know what their work is like?

1499 Mr. Eckert stated the engineer had used them before and he represented to the Board
1500 that their work was good. That is what I was told.

1501 Ms. Kramer stated my only concern with Sport Surfaces is, they have a disclaimer
1502 because it is a preexisting court, that they are not responsible for anything and they

1503 provided no warranty whatsoever. I keep going down there, and this basketball court is
1504 hugely popular.

1505 Ms. Kassel stated it is a danger when it is wet.

1506 Ms. Kramer stated yes, it is a danger, and it is so bright white when the sun hits it, and
1507 it is very difficult for people to see. It definitely needs an upgrade. This will come out of
1508 reserves, since it is a long-term item.

1509 Ms. Kassel stated Sport Surfaces is the least expensive at \$7,800.

1510 Mr. Leet stated we would have a two-year workmanship warranty with AAA Court
1511 Surfaces, which seems to be worth a slightly higher cost.

1512 Ms. Kramer stated yes, I am leaning toward AAA Court Surfaces, from what I read and
1513 all the work they will do as far as reworking the surface.

1514 Mr. Leet asked do we need to pick a color?

1515 Ms. Kramer stated yes, I recommend forest or dark green.

1516 Ms. Kassel stated that will absorb heat.

1517 Mr. Morrell stated I have talked with some of the guys on the basketball court.

1518 Ms. Kramer stated they are the ones who need to make a decision on the color.

1519 Mr. Morrell stated they want to move forward with dark gray.

1520 Ms. Kramer stated they are the ones playing on it.

1521

1522 Mr. Leet made a MOTION to approve the proposal from
1523 AAA Court Surfaces for basketball court resurfacing, in the
1524 amount of \$9,000.

1525 Ms. Kassel seconded the motion.

1526

1527 Mr. Short asked is the warranty really worth an extra \$1,200?

1528 Ms. Phillips stated it is hard to decide. AAA Court Surfaces spells out what they are
1529 going to do before they put it down, and the other one does not.

1530 Ms. Kramer stated yes, that is what struck me. They were very detailed.

1531 Ms. Phillips stated that is what I lean toward. When someone goes through the trouble
1532 of providing details, then it has been thought out. I do not know anything about these
1533 companies. Maybe Ace Surfaces was more of a letter after speaking with Mr. Morrell on
1534 the phone, or maybe they do all the same stuff. I do not know.

1535 Mr. Short stated it could be standard wording.

1536 Ms. Kramer stated yes.

1537 Ms. Kassel asked have either of our professional staff worked with AAA Court
1538 Surfaces?

1539 Mr. Hamstra stated I think the AAA Court Surfaces warranty is worth it. We had some
1540 tennis courts done in another community. The workmanship was horrible and we did not
1541 have a warranty.

1542 Ms. Kramer asked do we want to decide on a color now? Or get input from the players?
1543 Do we want to go with dark gray?

1544 Mr. Leet stated yes, with white striping.

1545

1546 Upon VOICE VOTE, with all in favor, unanimous approval
1547 was given to the proposal from AAA Court Surfaces for
1548 basketball court resurfacing, in the amount of \$9,000, in dark
1549 gray with white striping, with the color selection to be
1550 provided at a later date.

1551

1552 Mr. Eckert stated when the Board approves something like this, typically my boards
1553 will direct me to prepare a contract. I want to make sure that is understood; you are not just
1554 signing a proposal but will have an agreement.

1555 Ms. Kramer stated yes, that is correct. Everything will go through the attorney.

1556 Mr. Hamstra stated this may apply to Mr. Perez or Mr. Morrell. When I drove here this
1557 morning, I saw an eight-foot alligator crossing Five Oaks Drive going to hole #2 pond. Is
1558 that an issue for Fish and Wildlife Commission, or Harmony?

1559 Ms. Kramer stated it is Harmony.

1560 Ms. Kassel stated unless an alligator becomes a nuisance by following or approaching
1561 people, our policy is to leave them alone. Thank you for letting us know. I was running one
1562 morning several years ago about 5:30 or 5:45 on the right side of the road by the bicycle
1563 lane, and an eight-foot alligator was on the other side of the road, just sitting there.

1564

1565 **SEVENTH ORDER OF BUSINESS** **District Manager**

1566 **A. District Manager's Report**

1567 Ms. Montagna stated welcome to the new Board members. I spoke with Ms. Kramer at
1568 length today. A lot of things have been going on, but it is a little past one year, so we wanted
1569 to do an annual review. I cannot do it with the entire Board, so I have asked Ms. Kramer,
1570 Inframark's Vice President Mr. Chris Tarase, Mr. Perez, and me to meet the week of
1571 August 8. We will do an annual review going forward. We are going to provide input on
1572 how to streamline some things. As most of you know, you went from Mr. Bob Koncar to

1573 me as manager and field within the last year. Things have been *status quo*. Now is a perfect
1574 time with new Board members to have a review to see where we can improve, what we are
1575 doing well, and things of that nature. Being the whole Board cannot be part of that
1576 discussion unless we do it in a meeting, I will ask if any Board member has input—good,
1577 bad, or otherwise—concerns, general comments, or anything, send them to me so we can
1578 make your input and concerns part of this meeting. Once we have this meeting, a full
1579 summary will be written and presented to the Board regarding the results of that meeting.
1580 We want to streamline some things on the management side as well as the field side. That
1581 is what we are looking to do, and now is a good time. We are going into the new fiscal year
1582 in a few months, we have new Board members, and we have been at this with changes just
1583 at a year. Ms. Kramer already mentioned Ms. Burgess and the minutes. We will see how
1584 that works.

1585 Ms. Kramer stated we are coming up to the public hearing for the budget. Mr. Leet
1586 should put the August 15 meeting date on the website. The question I have for the Board
1587 is, we need the meeting on August 15 for the formal public hearing on the budget to meet
1588 time deadlines set by Florida Statutes. Do you want a meeting just for the public hearing
1589 on August 15 and the regular meeting at the end of August? Or do you want to make August
1590 15 the monthly meeting and cancel the meeting the last Thursday of the month?

1591 Ms. Kassel stated it is only two-and-a-half weeks from now.

1592 Ms. Kramer stated yes, it is a short turnaround.

1593 Ms. Montagna stated to add to Ms. Kramer's comments, the meeting on August 15 is
1594 to adopt the final budget at the budget hearing. We need to know if you want two meetings
1595 in August. Internally, I canceled the meeting for August 25, but that does not mean
1596 anything. It has already been advertised. Internally, I need to know if I need to put it back
1597 on the calendar and Mr. Leet to put it on the website. What it means to the District is, an
1598 extra meetings means a greater expense. You need to pay Board members in attendance.
1599 Legal counsel and the engineer really do not need to be at the public hearing unless the
1600 Board wants or needs them to attend. We can do everything with the hearing and a regular
1601 meeting on August 15, or we can have two meetings.

1602 Mr. Leet asked can all our staff attend a Monday meeting, as opposed to the last
1603 Thursday of the month?

1604 Ms. Montagna stated they would be available. The attorney and engineer could attend
1605 via Zoom or in person, and we could have the regular meeting with the budget hearing, as
1606 opposed to two separate meetings.

1607 Ms. Kassel stated I am fine with canceling the later meeting, but it is in only two-and-
1608 a-half weeks. I do not know how much we will have to discuss.

1609 Mr. Short stated I have been to two meetings so far. Are they typically this long?

1610 Ms. Kramer stated we had an extensive discussion regarding legal counsel, or else it
1611 would have been about 45 minutes shorter without that discussion.

1612 Mr. Leet stated in the prior year, we had a hard limit of two hours for meetings.

1613 Mr. Short stated my thought is, if we are combining two meetings, we are having a
1614 three-hour meeting tonight and another one-hour meeting later. That is a pretty long
1615 meeting.

1616 Mr. Leet stated they would not add up like that.

1617 Mr. Short stated okay.

1618 Ms. Montagna stated potentially you are not adding two meetings. Typically, the
1619 budget hearing is within your regular meeting.

1620 Ms. Kramer stated normally the budget hearing would have been tonight.

1621 Ms. Montagna stated yes. What happened this time was, the deadline was missed, so
1622 we had to move the budget hearing to be able to meet the property appraiser deadline. We
1623 moved it from the regular meeting to another date. Essentially, you would have had one
1624 meeting anyway.

1625 Mr. Short stated thank you.

1626 Ms. Kramer asked are Mr. Hamstra and Mr. Eckert available via Zoom on August 15?

1627 Mr. Hamstra stated by Zoom, yes.

1628 Mr. Eckert stated I will need to check.

1629 Ms. Kramer stated we need to get the date posted on the website, because originally we
1630 posted the budget hearing would be tonight, but it has been moved to August 15.

1631 Ms. Phillips asked do very many people generally come to that hearing?

1632 Ms. Kramer stated no, typically no one attends. However, we are increasing
1633 assessments this time.

1634 Ms. Phillips asked what good will it do people to come now? The budget has to be
1635 adopted that night.

1636 Ms. Kramer stated yes, but we can adjust things. The whole point is to hear what they
1637 have to say and make any adjustments that we feel are appropriate before we officially
1638 adopt the budget.

1639 Ms. Phillips stated I remember now that we can reduce the assessments, but we cannot
1640 increase the assessments.

1641 Ms. Kramer stated that is correct.

1642 Mr. Eckert stated on August 15, I have two different meetings, at 6:00 p.m. and 6:30
1643 p.m., so I can have someone in my firm cover one of those. I can definitely have coverage
1644 at the meeting, and I will try to have it be me and have someone else cover the other meeting
1645 for me. I am really the only one familiar with Harmony.

1646 Ms. Kramer stated that is a consideration. Any further thoughts regarding having our
1647 regular meeting on August 15?

1648 Ms. Phillips stated I would rather have it all on August 15. I will be out of town
1649 beginning August 24.

1650 Mr. Leet stated I do not see an issue having the next meeting five or six weeks later,
1651 especially since we just went eight or nine weeks.

1652 Ms. Kramer stated I agree; I think we can manage that length of time between meetings.

1653 Ms. Phillips asked if something comes up between the August 15 and September 29
1654 meetings, can we have an emergency meeting? Is that something we are allowed to do?

1655 Ms. Montagna stated yes.

1656 Ms. Kramer stated we can have an emergency meeting, or we do not cancel August 25
1657 but leave it open just in case. If we need to have a meeting to address something that has
1658 come up during that time period, we can let everyone know we need to hold the meeting.
1659 Does that make sense?

1660 Ms. Montagna stated yes, we can leave it on the calendar. It has been advertised, and
1661 that is totally fine. You can tentatively decide to meet August 15 for both the budget hearing
1662 and regular meeting, and if you need to call the meeting on August 25, we can.

1663 Mr. Leet asked on the website, we will call the August 15 our regular monthly meeting,
1664 and provide an agenda a week in advance.

1665 Ms. Montagna stated yes, that is correct.

1666 Ms. Kramer stated we also have to make clear that the public hearing to adopt the
1667 budget is part of the August 15 meeting.

1668 Ms. Montagna stated that is correct.

1669 Ms. Phillips stated if 2,000 people show up August 15 for the budget hearing, then we
1670 can call the regular meeting for August 25.

1671 Ms. Kramer stated yes. Do we need a motion?

1672 Ms. Montagna stated no, as long as the Board is giving consensus that the regular
1673 meeting and budget hearing will both be held on August 15, unless something comes up
1674 and we need to meet on August 25.

1675 Ms. Kramer stated we will try to keep that meeting as short as possible. Because we
1676 are proposing an increase in per-unit assessments, we are required to send mailed notice to
1677 property owners, and I believe that will be a little pricey. I do not know what the cost is.
1678 Even though we do not have a millage, Osceola County is now requiring all new CDDs to
1679 sign on with the truth in millage (“TRIM”) notice process, which means we have to meet
1680 certain deadlines. It also gives us the ability instead of a letter directly from the District
1681 being mailed, which is a significant expense, our assessment adjustment actually shows up
1682 on the TRIM notice the County sends out with all the other taxes and assessments from the
1683 County, city, water management district, school board, and so on. It would save us an
1684 enormous amount of money in that situation. We can vote to go forward with that, and
1685 Inframark can adjust the budget timelines to match that process.

1686 Mr. Leet stated I am not hearing any downsides.

1687 Ms. Kramer stated I do not know of any, and it would save us a considerable amount
1688 of money.

1689 Mr. Eckert stated the only thing you lose is the ability to convey a message, which you
1690 would do through other means.

1691 Ms. Kramer stated yes. What I like about the TRIM notice, even if we are not increasing
1692 assessments, it lets the property owners know what it is. TRIM notices list everything on
1693 the tax bill. If we are not on the TRIM notice and owners receive their tax bills with our
1694 assessments, they will ask why it was not included on the TRIM notice. I think it better
1695 informs the property owners and taxpayers.

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<p>Mr. Leet made a MOTION to join the TRIM notice process with Osceola County. Ms. Kassel seconded the motion.</p>
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Upon VOICE VOTE, with all in favor, unanimous approval was given to join the TRIM notice process with Osceola County.

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Ms. Kramer stated I will ask Ms. Montagna to direct staff to get us included in that process.

Ms. Montagna stated we will take care of it.

Ms. Kramer stated the monitoring report was included in the manager’s report. I do not know how closely everyone looked, but the per-meter charge just for the meters increased 50% over the last three years, going from \$13 to \$19, but we have a lot of meters. I asked Ms. Montagna and staff to reach out to Orlando Utilities Commission (“OUC”). They might offer an option to do a flat billing instead of per meter, so we should see if they would be willing to work with us on that. We were expecting an increase in maintenance charges, but just from May to June 2022, our maintenance charges for the street lights increased 7%. It is increasing quickly, and I do not expect it to slow down. Be aware of that when we prepare for the public hearing. I think we will be in a crunch if we reduce too much out of what we already have, because it is increasing quickly, and we have not started the new fiscal year. Toho bills had some highwater usages. We have been working with Ms. Barbara Arrant. We had a really high bill at the swim club cabana because of toilet issues. The toilets have been adjusted. I spoke with Ms. Arrant, and she can definitely adjust one bill that went from single and double digits to \$500+. She is putting in a request to adjust the second one to save us some money. We also had some irrigation breaks. The one in the front was a huge mainline break, about \$24,000 in water usage. They are willing to adjust that bill if we provide them with proof that we made the repair. Toho is being a good, cooperative partner with us on that, even though they were not as cooperative for a fountain at the dog park. I will ask Ms. Arrant if she might be able to help us with that, too.

EIGHTH ORDER OF BUSINESS Old Business

A. Buck Lake General Committee Recommendation

Ms. Kramer stated Harmony West asked us to reconsider this. We had turned them down. For the benefit of our new Board members, Buck Lake is not owned by the State of Florida; it is owned by and was turned over to Harmony West. We have a use agreement with them that allows us full use as long as we are sharing the cost. Two members are on the Buck Lake committee: one from Harmony West, and one from Harmony. If anyone wants to replace me on that committee, I am happy to entertain that. We have worked with

1736 them so far. Unfortunately, they insist on using a lake management company with which
1737 we have had bad history. We agreed in the past to share the cost for the actual application
1738 and maintenance. They wanted us to share 50% in another charge, which was a not-to-
1739 exceed amount of \$3,300 for Bio-Tech to provide support services. That means if Harmony
1740 and Harmony West decide we need Bio-Tech to advise on something regarding the lake,
1741 the money is for that purpose. We turned that down. They have asked us to reconsider it
1742 with proviso language that we will agree to it, but any expenditure of money happens only
1743 after Bio-Tech provides an estimate of the work, and both Harmony and Harmony West
1744 agree to spend that money. In the interest of goodwill and common unity, I will ask the
1745 Board to approve this request.

1746 Ms. Kassel asked is the \$3,300 a one-time fee?

1747 Ms. Kramer stated it is available in the next fiscal year. It will not exceed \$3,300, but
1748 it may not be expended at all. The hope is that we have one meeting, and Bio-Tech does
1749 not need to show up at that meeting. The agreement is if they need Bio-Tech to show up to
1750 talk with the Buck Lake committee at their board meeting, then they will pay for it. If we
1751 want Biotech to come to our meeting and report to us on what is happening, then the District
1752 will pay for it. This is only used if both entities agree we need their input on a particular
1753 issue.

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1755 Mr. Leet made a MOTION to approve the request from the
1756 Buck Lake committee regarding general coordination
1757 services provided by Bio-Tech for consulting related to care
1758 and maintenance of Buck Lake and for advice and/or
1759 attendance at meetings, in an amount not to exceed \$3,300,
1760 said expenditure as agreed to by both Harmony and
1761 Harmony West.

1762 Mr. Short seconded the motion.

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1765 Upon VOICE VOTE, with all in favor, unanimous approval
1766 was given to the request from the Buck Lake committee
1767 regarding general coordination services provided by Bio-
1768 Tech for consulting related to care and maintenance of Buck
1769 Lake and for advice and/or attendance at meetings, in an
1770 amount not to exceed \$3,300, said expenditure as agreed to
1771 by both Harmony and Harmony West.

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1774 **B. Discussion of Providing Supervisors with Read-Only Access to Inframark**
1775 **Tracking System**

1776 Ms. Kramer stated instead of receiving a quarterly report on projects, it would be in the
1777 cloud, like Avid, where Supervisors can check on a complaint that was called in by a
1778 resident, is being addressed, and is in the tracking system. We can see issues ongoing in
1779 real time. We have had some instances where things dropped off because of a
1780 misunderstanding or something and were not followed up on. Then we can keep an eye on
1781 it and not need to contact Mr. Morrell or Mr. Perez for an update. You can look right on
1782 the tracking system.

1783 Ms. Montagna stated Inframark does not currently have a system like that, but to make
1784 it simple and read-only for Supervisors, we can do a google doc drive or dropbox or
1785 something of that nature where Supervisors can log on and read as it is updated in real time.
1786 We can do one or the other. I will get with Mr. Perez and figure out which one is the most
1787 user friendly for everyone, and we will let you know which one.

1788 Ms. Kassel stated I vote for dropbox, because I have trouble with google docs.

1789 Ms. Montagna stated okay, we will get it set up and send something out to the Board.

1790 Ms. Kramer stated that sounds great; you have direction from the Board. We are excited
1791 to have access to it. Also a reminder to set up training on Avid for Ms. Phillips and Mr.
1792 Short.

1793 Ms. Montagna stated yes.

1794 **C. Repurposing Informational Signs**

1795 Ms. Kramer stated due to the late hour, I suggest tabling this item. The photographs
1796 were included in this item. You can make recommendations for the next meeting of what
1797 you would like those new signs to say in those different locations.

1798 Ms. Phillips asked what does it mean for repurposing?

1799 Ms. Kramer stated these are pictures of signs that we drive by every day. They are
1800 starting to look old and tacky. They were installed by the developer, who is no longer here.
1801 The signs are on District-owned property, so the idea is to take what is there now and
1802 replace it with something. The first one as you come in the west entrance could maybe say,
1803 “Welcome to Harmony” with some information. Some can still be directional signs to the
1804 community school, golf course, the pools, or wherever. Use your imagination and come up
1805 with suggestions.

1806 Ms. Phillips stated when I saw the word, “repurpose,” I thought you wanted ideas on
1807 what to do with old signs.

1808 Ms. Kramer stated yes, new information on the old signs. It will be the same signs. One
1809 option is a peel-and-stick sign, which is easy to change.

1810 **D. Inside Tree Trimming**

1811 Ms. Kramer stated this item was already addressed. At the next meeting, I would like
1812 the Board to consider what we will do, if anything, with trees in the rights-of-way on Dark
1813 Sky Drive, Beargrass Road, Middlebrook Place, and other streets that are owned by the
1814 County, if we want to try to enter into an agreement with the County to maintain those
1815 trees. It does not appear the County will maintain them. Some of those streets do not have
1816 alleys, although they do have ponds in the backyards for us to maintain. It seems to be
1817 possibly inequitable if we are not maintaining those trees, as well as all the other trees.

1818 Ms. Kassel stated yes, but the question to the attorney is, we will be incurring a cost
1819 for something that does not belong to us.

1820 Mr. Eckert stated if it is owned by the County, we can enter into an interlocal
1821 agreement. Governments can divvy up maintenance responsibilities for an area like that. It
1822 is done all the time.

1823 Ms. Kramer stated it is like what we do for the median on U.S. Hwy 192 or Buck Lake.

1824
1825 **NINTH ORDER OF BUSINESS** **Supervisors’ Requests**

1826 Mr. Leet stated while we are talking about looking at the signs, some of the
1827 informational placards, like the trail entrances, are in desperate need of refurbishment.

1828 Ms. Kassel stated I can go through those kiosk signs.

1829 Ms. Kramer stated work with Ms. Kassel on getting the kiosk signs replaced.

1830 Ms. Kassel stated we will need to spend some money. We had about 24 signs made,
1831 and Mr. Gerhard Van Der Snel was supposed to switch them out every six months. We will
1832 probably need to reprint all of them. I will check to see if I still have access to them.

1833 Ms. Kramer stated put all that together, and if it falls under our procurement threshold,
1834 you can proceed.

1835 Ms. Kassel stated I will ask Ms. Montagna to include it in the summary.

1836 Mr. Leet stated I received an email during this meeting. Something was supposed to be
1837 on tonight’s agenda that I will mention briefly. The parcel surrounded by Oakmark Road
1838 and Sagebrush Street has an issue that was brought to our attention, possibly insufficient

1839 irrigation. It is a District-owned tract that is in sad shape. The ones coming out of those
1840 two streets were identified by a resident two months ago for us to address.

1841 Ms. Kramer stated that is in the Jones Homes area.

1842 Mr. Leet stated yes, but it is a District-owned tract.

1843 Ms. Kramer stated yes. They are making repairs to other District-owned properties
1844 where they made mistakes.

1845 Mr. Leet stated that is true. The two that were mentioned are between houses that are
1846 already built. Maybe they can address it.

1847 Ms. Kramer stated they offered to do another house that is already built where they
1848 took responsibility.

1849 Ms. Montagna stated I sent this to all the Board members. I did not place it on the
1850 agenda. It needs to be on the agenda if the Board is going to discuss it. I emailed the resident
1851 to let him know. If it needs to be on the agenda next month, we will add it. Ms. Kramer is
1852 correct that some things can possibly be handled another way. Some of what he mentioned
1853 is builder grading and other issues that do not pertain to the District. If it needs to be on the
1854 agenda, I let him know that it will be on the agenda for the next meeting. If it does not need
1855 to be on the agenda, then we will relay the proper response to resolve whatever has to do
1856 with the District.

1857 Mr. Leet stated I discussed this with Ms. Montagna previously, and I do not know if it
1858 will fit into this year's budget or if we need to make room for it. We looked at storage
1859 services for being able to store videos. Currently, the record retaining services Inframark
1860 uses does not have the capacity for storing video files.

1861 Ms. Montagna stated we do not store video, only audio.

1862 Mr. Leet stated Ms. Montagna was going to look at what the cost of that storage would
1863 be in meeting the retention requirements.

1864 Ms. Montagna stated I can look into different places. Inframark does not have space
1865 available to be able to store those files because videos take an exorbitant amount of space.
1866 We already store the audio. It would be a third-party source, and I am happy to provide
1867 proposals for the next meeting.

1868 Ms. Kassel stated I apologize to residents; I was not able to take notes for this meeting.

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TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Kassel, seconded by Mr. Leet, with all in favor, the meeting was adjourned at 9:15 p.m.

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Secretary/Assistant Secretary


Chair/Vice Chair