

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 was held Thursday, October 27, 2022, at 6:00 p.m. at the Jones Model Home, 3285  
6 Songbird Circle, Saint Cloud, FL 34773.

7  
8 Present and constituting a quorum were:

9 Teresa Kramer	Chair
10 Daniel Leet	Vice Chair
11 Kerul Kassel	Assistant Secretary
12 Joellyn Phillips	Supervisor

13  
14 Also present, either in person or via Zoom Video Communications, were:

15 Angel Montagna	District Manager: Inframark
16 Wes Haber <i>(by phone)</i>	District Attorney: Kutak Rock
17 David Hamstra	District Engineer: Pegasus Engineering
18 Pete Betancourt	Servello & Sons
19 Sean Israel	Inframark
20 Dorraine Leonard	AAA Court Services
21 Andre McAden <i>(by phone)</i>	Inframark
22 Vincent Morrell	Field Services Supervisor
23 Brett Perez	Area Field Director, Inframark
24 Samantha Smith <i>(by phone)</i>	Inframark
25 Residents and Members of the Public	

26  
27 *This is not a certified or verbatim transcript but rather represents the context of the*  
28 *meeting. The full meeting recording is available in audio format upon request. Contact the*  
29 *District Office for any related costs for an audio copy.*  
30

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

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

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

34  
35 **SECOND ORDER OF BUSINESS** **Audience Comments**

36 Ms. Kramer stated this is a time where anyone from the audience, whether by Zoom or  
37 in person, may speak for up to three minutes and present to the Board any concerns or ideas  
38 you might have related to Harmony and how the District can operate and do its work better  
39 or if we need to be aware of a problem in the community.

40 Mr. Sean Neale stated I have a comment on something I think is a bit controversial that  
41 was on Facebook recently, which is the request that all of us received to start mowing the  
42 District-owned tract in front of our homes. I think enough people have raised the question  
43 regarding the legality of that where perhaps it is something District Legal Counsel can

44 comment on so that we can understand the legal basis, first, for being asked to do that. The  
45 other point I wanted to raise is a similar subject regarding the patch of grass in front of my  
46 house. I emailed the District quite a few months ago. I think it was Mr. Perez who was very  
47 quick to organize quotes to see what the cost would be to replace it. That was presented to  
48 the Board, and it was very expensive, so I understand why it was rejected. But then it seems  
49 to have been forgotten about since then. With this new subject of who is responsible for  
50 maintaining it, I am curious to know the next steps. In my opinion, it is not just a case of  
51 replacing it or leaving it, but about seeding it, which is much more cost effective that would  
52 improve it, because it is really looking quite bad. I was in front of my house yesterday  
53 taking photographs of Halloween decorations, trying to actively avoid picking it up in  
54 photographs because it looks so bad. Any thoughts on that would be appreciated.

55 Ms. Kassel stated we will be discussing that issue tonight.

56 Mr. Gregory Noble stated thank you everyone for the service you have given over the  
57 years. I have three items. First, specifically thank you to Ms. Kassel for reaching out to me  
58 individually. Whenever we have private communication, it is better than publicly on social  
59 media. Second, I reached out four days this week to our representation for the District, and  
60 I have not received a call back. Ms. Montagna, please check messages. This is not a  
61 personal attack, but I have been reaching out every single day.

62 Ms. Kassel asked what email address are you using?

63 Mr. Noble stated I have been calling the District office, so the phone number that was  
64 on the letter regarding maintenance of the easement. I have not received a call back.

65 Ms. Montagna stated I have had meetings, and we were going to discuss it tonight. I  
66 apologize for not getting back with you. I will definitely look and see what messages I  
67 have.

68 Mr. Noble stated thank you. As the Board discusses the issues that we heard about the  
69 easement, a couple things I want to make sure I can voice. One, is the overall concern of  
70 inconsistency. I have no problem maintaining the yard in the easement, but if I do one  
71 height and someone else does another height and someone across the street does another  
72 height, it is inconsistent and will not look well. Please take that into consideration,  
73 especially with some of our concerns about the main entrances that we have had for some  
74 time. I have pride saying I get to live in this community. Let us talk about that. I have  
75 concerns about the enforcement of the maintenance. If my neighbor does not but I do, what

76 is that going to look like for liability and making sure that happens for consistency. What  
77 is going to happen with the leaves that need to be picked up when we get to that time of  
78 year, which is maybe coming really soon? Who is responsible for that? Who is going to be  
79 responsible for sod replacement, fertilizing, not fertilizing, weeding? Will that fall on the  
80 homeowner? With the shaded areas, it will look very inconsistent if that sod is not all being  
81 maintained consistently. It could be \$1,000 or \$2,000; we are not sure. Who is that going  
82 to fall on, and how are we going to do that? The other part is, I would like to hear or see at  
83 some point what we are really saving by doing this, if we decide to keep this. I am aware  
84 but do not know if it is a fact that our costs for the Servello & Sons (“Servello”) costs went  
85 up. If they went up, what are we saving by doing this, and what are we getting out of it?  
86 Another question I do not know for sure, but a lot of us as owners on the boulevards pay  
87 more. Maybe not, and if we do not, then scratch my comment. If we do pay more, then  
88 what are we getting out of this? With the inside streets, some decisions have been made  
89 through the years where they can change the groundcover, so sod is not on the easements.  
90 I do not know what it is called, but they have changed out the sod to some other  
91 groundcover, so they do not need to have grass there. That way it would be more consistent.  
92 Also, decisions have been made over the years for inside streets that have some paver  
93 walkways. Again, if that happens on boulevard streets, we will have some major  
94 inconsistencies as we go through the main view of our neighborhood. I thank you for your  
95 service. I know not everyone wants to do this, but I implore you to make the right decision  
96 for the look of our community. I have no problem paying for it, but make sure it looks  
97 right.

98 Ms. Marilyn Ash-Mower stated I understand the reasoning why the boulevard, as we  
99 call it, is where you cut the grass because the investors did it so that it looked nice for them.  
100 Their houses are built, and they are no longer here. Everyone in the rest of the community  
101 paid twice now to have their lawns cut. We pay to have landscapers come do our lawns,  
102 but through our operation and maintenance (“O&M”) assessment, we also pay to have the  
103 boulevards done. I do not think that is quite fair. It is a strip of that which is about five feet.  
104 I do not see why they cannot have their landscapers simply come and do that strip of land  
105 because the rest of the residents in the neighborhood take care of theirs. Like Mr. Noble  
106 said, it is inconsistent. The house next to me has groundcover, and I have grass, but that is

107 due to the builders when they built the houses. They put in groundcover, and the  
108 homeowner continued with it. I understand the dilemma.

109

110 **THIRD ORDER OF BUSINESS** **Consent Agenda**

111 **A. Minutes for the September 29, 2022, Regular Meeting and October 6, 2022,**  
112 **Continued Meeting**

113 Ms. Kramer stated the meeting from September 29, 2022, due to Hurricane Ian was  
114 continued to October 6, 2022 and completed on that date.

115 Ms. Montagna stated Ms. Kassel sent in one change, and Ms. Kramer sent in changes,  
116 which will all be reflected in the final minutes that are posted on the website. I will ask the  
117 minutes be approved as amended.

118 **B. September 2022 Financial Statements**

119 **C. September 2022 General Ledger Detail**

120 **D. #269 Invoices and Check Register**

121

122 Ms. Kassel made a MOTION to approve the consent  
123 agenda, minutes as amended.  
124 Mr. Leet seconded the motion.

125

126 Ms. Kramer stated I have a couple questions on the general ledger, which we will  
127 review in more detail later, but I wanted to note if you look through the invoice and  
128 expenditure report, sometimes you will see a duplicate. I double checked in Avid, and we  
129 did not pay them twice. I wanted to clarify that.

130

131 Upon VOICE VOTE, with all in favor, unanimous approval  
132 was given to the consent agenda, minutes as amended.

133

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

135 **A. Servello & Sons**

136 Mr. Betancourt stated we are into our bi-weekly mowing schedule already, which  
137 means mowing is done every two weeks. The crews are working in the Greens  
138 neighborhood, cleaning the pocket parks. I have a question from the last meeting. The  
139 Board discussed Clay Brick Road and the resodding proposal.

140 Ms. Montagna stated I never received the proposal.

141 Ms. Kramer stated we need to figure out the irrigation.

142 Mr. Betancourt stated that is not a problem. The District owns parcel U-2 on that side,  
143 which is where the valves are. They are on District property. All I have to do is locate it,  
144 put a node in it, and you have water. So you could resod Clay Brick Road if you want.

145 Ms. Kramer stated at the last meeting, we discussed whether or not it was a watering  
146 issue. Some of the grass is still nice and green, but we have spotty brown spots. We have  
147 made sure it is not a pest issue?

148 Mr. Betancourt stated no, it is not. That Clay Brick Road area is connected to clock 2,  
149 which is still not on your land, and it is still locked.

150 Ms. Kramer asked but you will be able to get irrigation?

151 Mr. Betancourt stated I can bypass the clock, isolate the valve, put a little clock on it to  
152 control just that valve, put a timer on it, and whenever it goes off, it will water Clay Brick  
153 Road.

154 Ms. Kassel asked that area is not due to foot traffic or people getting in and out of their  
155 cars?

156 Mr. Betancourt stated the only area matted down is at the tunnel where kids cut across  
157 that grass area. Honestly, I would leave it like that because you cannot control the kids.

158 Ms. Kramer stated it is also not car exhaust from people idling.

159 Mr. Betancourt stated no.

160 Ms. Kramer stated I know we had that problem on Cupseed Lane.

161 Mr. Betancourt stated I sent staff over there to see if it has any bugs or anything, but he  
162 said it was just dry. The clock, for some reason, is not turning on. All that back area at the  
163 tunnel is not getting water.

164 Ms. Kramer asked now that we have the watering situation, you will bring back a  
165 proposal for that?

166 Mr. Betancourt stated yes. I will measure it. Some areas start and you walk halfway  
167 down because what is left of the sod is not much. Everything else is weeds. I will remeasure  
168 and resubmit the proposal. The irrigation will be separate because we have to turn it on,  
169 see what is broken, fix it, and then install the sod. I will provide an irrigation proposal and  
170 a sod proposal.

171 Ms. Montagna asked you will provide that to me before the November agenda package  
172 goes out?

173 Mr. Betancourt stated yes.

174 Ms. Kassel asked you are mowing the dog parks?

175 Mr. Betancourt stated we are still going to do that.

176 Ms. Kassel stated the tropical chickweed we discussed and all the sticky seeds, it has  
177 already gone to seed. We talked last time about applying some sort of herbicide or  
178 something to get rid of the tropical chickweed and posting signs in the dog parks for people  
179 not to go in during that time.

180 Mr. Betancourt stated it is like any other weed killer they use. Once it is dry, you can  
181 go in the park. We will post signs. If you want to close the dog park for an hour or two that  
182 day, I can let Mr. Morrell know when the horticultural guys will be here. We have not  
183 finished Harmony yet because one guy is on vacation. He will be back next week. I can tell  
184 him to call Mr. Morrell when he has sprayed the dog park, put a temporary lock on it, and  
185 come back in a couple hours to open it up again.

186 Ms. Kassel asked what about the tree that split on Beargrass Road to Cat Brier Trail?

187 Mr. Betancourt stated I told Mr. Perez that I will send a proposal for replacing it.

188 Ms. Kassel asked do we need to replace it?

189 Mr. Perez stated with the damage on that tree, it will not survive. With the scarring on  
190 the trunk, it will fail.

191 Ms. Kassel asked can we paint it with the preventative?

192 Mr. Perez stated no. We can try, but I think that is an old wives tale.

193 Ms. Montagna asked do you mean painting them white from the bottom up? I thought  
194 that was just aesthetics.

195 Ms. Kassel stated no, there is something we can paint on it.

196 Ms. Kramer stated it is a black, tar-like something they used to use.

197 Ms. Kassel stated I thought there was something else they can apply.

198 Mr. Perez stated you can leave it until it fails, if you want.

199 Mr. Betancourt stated it is up to you.

200 Ms. Kassel stated there is some substance they can apply that will help prevent disease  
201 from getting in.

202 Ms. Kramer stated we might want to reach out to Mr. Stacy Strickland about this and  
203 have him come check it.

204 Ms. Kassel stated yes. Has this been done? Can we ask the District Manager to do that?

205 Ms. Montagna stated yes, I will ask him to come out and evaluate the tree.

206 Ms. Kassel stated whether we should replace it now or whether we should wait or what  
207 we should do, or any other options.

208 Ms. Kramer stated then convey to Servello so they can submit a proposal. That can  
209 probably go through your authorization.

210 Mr. Betancourt stated what is left of the tree, I personally would not charge you. I  
211 would just cut it and then charge you for a new tree if that is the way you go. What is left  
212 are two branches.

213 Ms. Kramer stated we have a plan.

214 Ms. Montagna stated I have received a lot of phone calls over the past week about  
215 weeds. Being that Servello is going bi-weekly, is this going to be an opportunity for you to  
216 clean up the weeds?

217 Mr. Betancourt stated yes, definitely.

218 Ms. Kramer stated they have gotten quite out of control, and a lot of them will need to  
219 be hand pulled because they are growing up through the shrubs and plants.

220 Mr. Betancourt stated this is our time to catch everything up.

221

222 **FIFTH ORDER OF BUSINESS** **Staff Reports**

223 Ms. Kramer stated I will ask that we swap items 5A, Field Manager Report, and 5B,  
224 Field Proposals, so we can make the best use of Mr. Betancourt's time.

225 **A. Field Proposals**

226 **i. Enviro Tree Service #7308, Remaining Interior Tree Trimming from 2021**

227 **ii. Servello #7122, Entire Interior Trees**

228 **iii. Servello #7185, Remaining Interior Tree Trimming from 2021**

229 **iv. BrightView #464255, Remaining Interior Tree Trimming from 2021**

230 Ms. Kramer stated four proposals deal with interior tree trimming. Enviro Tree Services  
231 provided a proposal to trim the remainder of the interior trees leftover from 2021 tree  
232 trimming that had to be stopped. We received a similar proposal from Servello, and he  
233 provided an amended proposal. The amount is \$11,428.75. Enviro Tree for the same  
234 amount of work is \$29,040. Then Servello also provided, because it is coming up on  
235 another tree trimming time for the entire interior, a proposal for that in the amount of  
236 \$28,600 to do all the interior trees that need to be trimmed. BrightView did the same. They  
237 went through tree by tree and did a complete inventory. Their initial proposal, which  
238 included all the interior streets including two County-owned streets—Cordgrass Place and  
239 Dark Sky Drive in Greens—was \$21,600, which includes cutting the branches that are up  
240 against the buildings. If you remove the County right-of-way roads on Cordgrass Place and  
241 Dark Sky Drive, it would be \$18,810. The question is, do we just finish up what we left

242 undone, or do we go ahead with a full interior tree trimming to bring it up? It is only four  
243 or five months before we would be doing that anyway.

244 Ms. Kassel stated we have two proposals from Servello. Does the more-expensive  
245 proposal include the work that would be done in the recently reduced balance from the  
246 previous trimming? Or would it be in addition?

247 Ms. Kramer stated my understanding is it is included in the reduced balance.

248 Mr. Betancourt stated yes.

249 Ms. Kramer stated I think it is the entire interior trimming.

250 Mr. Betancourt stated it is for the entire neighborhoods.

251 Ms. Kassel asked the entire interior?

252 Mr. Betancourt stated yes.

253 Ms. Kassel stated the proposal for \$28,600 says it includes a price increase from  
254 \$22,400 to \$28,600 due to the tree size changing each year. It is to lift and thin all hardwood  
255 trees throughout the community that are not under the current contract. To me, that says it  
256 does not include the new \$11,000+ revised proposal. It sounds to me like they are separate.

257 Mr. Betancourt stated no, they are not. That one proposal was for the remaining trees  
258 that did not get trimmed last year. If you go with this proposal for \$28,600, that will be for  
259 all the trees.

260 Ms. Kramer stated it is for all the trees that are not in the parks or on the boulevards.

261 Mr. Betancourt stated that is correct.

262 Ms. Kramer stated to make it a little easier, proposal #7308 from Enviro Tree Service  
263 and proposal #7185 from Servello include the same scope and the same group of trees,  
264 which is to finish the trees from 2021. Proposal #7122 from Servello and #464255 from  
265 BrightView would include the entire interior tree trimming for those trees that require or  
266 are in need of trimming. Servello is \$28,600, and BrightView without the County rights-  
267 of-way is \$18,810.

268 Ms. Kassel asked does the Servello proposal include the County rights-of-way?

269 Ms. Kramer stated I do not think so. Typically they have not done them in the past.

270 Mr. Betancourt asked which County rights-of-way?

271 Ms. Kramer stated Cordgrass Place and Dark Sky Drive.

272 Mr. Betancourt stated the proposal includes those streets.

273 Ms. Kassel asked BrightView is \$28,000?

274 Ms. Kramer stated no, to compare apples to apples, Servello's proposal for entire inside  
275 tree trimming including Cordgrass Place and Dark Sky Drive in Greens, from what I am  
276 understanding, is \$28,600. The same proposal from BrightView is \$21,600, so it would be  
277 a \$7,000 difference.

278 Mr. Betancourt stated I am going by what they did last year. They did include Dark  
279 Sky Drive, which is the District's, even from the houses. I looked it up.

280 Ms. Kramer stated not when it goes into Greens.

281 Mr. Betancourt asked where is Greens?

282 Ms. Kramer stated the ones that are across from the school and back up to the pond.

283 Mr. Leet stated it is basically the entire length of Dark Sky Drive, so neighborhood F.

284 Ms. Kramer stated that back.

285 Mr. Betancourt stated yes, that is the District's.

286 Ms. Kramer stated no, it is not. It is County owned from edge of sidewalk to edge of  
287 sidewalk.

288 Mr. Betancourt stated I counted those because I looked at the real estate maps, and from  
289 curb to sidewalk down the whole strip, those trees are owned by the District.

290 Mr. Leet stated not that portion.

291 Ms. Kramer stated I beg to differ. If you included them, we know what you bid on.

292 Ms. Kassel stated it is a \$7,000 difference, and we are wondering if Mr. Betancourt can  
293 match BrightView's price.

294 Ms. Kramer stated I will make a motion to approve the proposal from BrightView.  
295 They are a new vendor. We have had trouble with Servello's tree trimming in the past.

296 Mr. Leet asked does the management company have experience with BrightView in  
297 other districts?

298 Ms. Montagna stated yes, they have been around for a long time, just like Servello. We  
299 have worked with BrightView, and they are maintaining Celebration currently. Tree  
300 trimming is a little different. It is obviously bigger and phased in. They have been  
301 responsive. Has Mr. Perez received any complaints yet?

302 Mr. Perez stated no.

303 Ms. Kramer stated they do bring a lift in, is my understanding, and they pull it away  
304 from the homes, which is something we missed with Servello. Do we want to include Dark  
305 Sky Drive and Cordgrass Place?

306 Mr. Leet asked which proposal is the motion for, the remaining trees for 2021 or the  
307 entire community?

308 Ms. Kramer stated my motion would be for \$18,810, and we can revisit the areas that  
309 are on County rights-of-way. We do not currently have an interlocal with the County to  
310 maintain those. I do not think they would be upset if we chose to go in and maintain those,  
311 but I think it is important that we have that agreement before we enter into it. My motion  
312 is for all the interior tree trimming for the trees that need trimming except Cordgrass Place  
313 and Dark Sky Drive, and pulling the trees away from houses.

314

315 Ms. Kramer made a MOTION to approve proposal  
316 #464255 from BrightView for all interior tree trimming  
317 excluding Cordgrass Place and Dark Sky Drive, in the  
318 amount of \$18,810.

319 Mr. Leet seconded the motion.

320

321 Ms. Kassel asked what if we were to approve the one that included Cordgrass Place  
322 and Dark Sky Drive, pending an interlocal agreement? Perhaps we can get that interlocal  
323 agreement done with alacrity so that it was in place by the time they got to this.

324 Ms. Montagna stated I do not know that we would need an interlocal agreement, but at  
325 a bare minimum, we could get a maintenance agreement with the County for those trees.

326 Mr. Haber stated yes, if the District wants to maintain property on a County right-of-  
327 way, generally speaking, that is a fairly common occurrence throughout the State. I would  
328 say the County will have some form of document they will typically enter into with the  
329 District that allows the District to perform a greater level of maintenance to that property  
330 than the County would otherwise do on its own. I cannot speak specifically as to what  
331 Osceola County requires or enters into, but certainly it is something I imagine would not  
332 be a first for Osceola County and would be an arrangement the District could enter into.

333 Ms. Montagna stated it is typically a maintenance agreement. Ms. Kramer is able to  
334 amend the motion if she chooses.

335

336

337

338

339

340

341

342 Ms. Kramer AMENDED the motion to approve proposal  
343 #464255 from BrightView for all interior tree trimming  
344 including Cordgrass Place and Dark Sky Drive in Greens, in  
345 the amount of \$21,600, subject to entering into an agreement  
346 with Osceola County for maintenance of trees on Cordgrass  
347 Place and Dark Sky Drive. If unable to enter into the  
348 maintenance agreement with Osceola County within a  
349 month, then the motion is to approve proposal #468120 from  
350 BrightView for all interior tree trimming only on District  
351 rights-of-way, in the amount of \$18,810.  
352 Mr. Leet seconded the amendment.

353  
354 Discussion ensued regarding a Board member abstaining from the vote on this motion.

355 Mr. Leet stated I have been looking at hiring a tree service for my house, and the result  
356 of this would be one less tree on my property. It would be a very small financial benefit as  
357 the result of a vote.

358 Ms. Kramer stated I believe all of us have inside trees, so Mr. Leet is good to vote.

359 Mr. Haber stated I did not hear the full discussion on the choice to abstain. Florida law  
360 requires a vote unless there is a conflict that would prevent the vote. I did not hear the  
361 background on the reason to abstain.

362 Mr. Leet stated I am looking to get my trees trimmed, and this would be one less.

363 Ms. Montagna stated I do not think there is a conflict.

364 Ms. Kramer stated Mr. Leet is good to vote because we all have trees and would end  
365 up abstaining.

366 Ms. Phillips stated Mr. Leet is on Dark Sky Drive.

367 Mr. Leet stated yes, which is not currently receiving a benefit.

368 Ms. Phillips stated yes, but the County would do it.

369  
370 Upon VOICE VOTE, with all in favor, unanimous approval  
371 was given to proposal #464255 from BrightView for all  
372 interior tree trimming including Cordgrass Place and Dark  
373 Sky Drive in Greens, in the amount of \$21,600, subject to  
374 entering into an agreement with Osceola County for  
375 maintenance of trees on Cordgrass Place and Dark Sky  
376 Drive. If unable to enter into the maintenance agreement  
377 with Osceola County within a month, then the motion is to  
378 approve proposal #468120 from BrightView for all interior  
379 tree trimming only on District rights-of-way, in the amount  
380 of \$18,810.  
381

382 Ms. Kramer stated if we are going to trim Cordgrass Place and Dark Sky Drive in  
383 Greens, which are County owned, we also have two other County owned that are not gated,  
384 which are Feathergrass Court and Middlebrook Place. If we can also reach out, we have  
385 the ability to do a limited change order. I would like us to speak with BrightView about  
386 what it would cost to add those two streets.

387 Ms. Kassel stated yes. The maintenance agreement should include those two streets,  
388 also.

389 Ms. Montagna stated we will work on that right away.

390 **v. Proposal for Clay Brick Road Area**

391 Ms. Kramer stated we mentioned Clay Brick Road area earlier.

392 Ms. Montagna stated we will be providing two proposals for November: irrigation, and  
393 sod.

394 Ms. Kramer stated yes.

395 **B. Field Manager Report**

396 The field manager's report is included in the agenda package and available for review  
397 on the website or in the District office during normal business hours.

398 Mr. Perez stated I received an interesting email today, finally a follow-up from  
399 Advantage Golf Carts ("Advantage") on the Umax. It is bad news, unfortunately. Yamaha  
400 only made so many this year and has stopped producing the Umaxes. Unfortunately, the  
401 Umax that was ordered for here is one that they are not producing this year. We are not  
402 getting the Umax, as discussed. Advantage has sent over additional quotes that were not in  
403 the agenda package, but I will include them next month. I was also able to contact Toro on  
404 three different types: lithium ion, wet cell battery (normal battery power), and a gas-  
405 powered cart. Westco is the only authorized Toro dealer in the State of Florida, with  
406 Jacksonville, Lake Mary, and Sarasota locations. I reached out to them regarding  
407 governmental purchases through GSA. We do not qualify, from what they are telling us,  
408 but we can research that more.

409 Ms. Kramer asked do they have a State contract?

410 Mr. Perez stated they are the only authorized distributor in the State of Florida. They  
411 do all their work. Westco does all their stuff with Disney. From what this sales  
412 representative told me, and he is providing me with quotes, all three types of carts are one  
413 year out. I was able to get a quote, after the agenda package went out, from Global Turf.  
414 They have a couple used pieces. We can get two used Cushman carryall-type carts. They

415 are gas powered, but we can get two of them used from 2018 for about \$10,000, combined.  
416 A new one is about \$13,000. The Umax we were looking at is about \$15,000. All this will  
417 be addressed in the next agenda, but I wanted to give you this update from Yamaha on the  
418 unfortunate news on the Umax.

419 Ms. Kramer asked have we received checks for the two? One was stolen and one was  
420 wrecked.

421 Mr. Perez stated I have not seen checks yet.

422 Ms. Kramer stated we received the check for damage to the bathhouse, but not the  
423 deductible check.

424 Ms. Montagna stated that is correct.

425 Mr. Perez stated I also followed up with Polaris on the warranty that we are supposed  
426 to be reimbursed for, and I have not received any further information since they said they  
427 will honor the warranty. We should be getting a check for that, as well. Polaris is not  
428 moving forward with the engine replacement. They are not budging on that.

429 Ms. Kramer stated but we are getting the check back.

430 Mr. Perez stated yes, for the warranty. The contact I have has not responded back yet,  
431 but I have his email where he says they are honoring the warranty. That helps.

432 Ms. Kramer asked have you had a chance to contact the governmental services  
433 maintenance staff about what they would charge us for an engine replacement?

434 Mr. Perez stated no, but I can.

435 Ms. Kramer stated I will ask you to bring that back with the other information.

436 Mr. Perez stated yes.

437 Mr. Morrell stated regarding the splash pad, the water pumps are still on backorder. I  
438 was speaking with Andrew from Spies Pool today, and they are putting pressure on their  
439 vendor to get the water pumps in a timely manner. They will sign the agreement we sent  
440 to them, and I will receive it tomorrow.

441 Ms. Kassel asked that is an agreement our attorney has prepared?

442 Mr. Morrell stated that is correct.

443 Ms. Kramer asked we will receive the water pump tomorrow?

444 Mr. Perez stated no, the signed agreement.

445 Ms. Kassel asked what is the estimated time of arrival (“ETA”) on the pump and  
446 installation?

447 Mr. Perez stated the pump is backordered, and we have not received an ETA from Spies  
448 Pool.

449 Ms. Kramer stated I am concerned. The Spies Pool proposal said they could get one  
450 the next day.

451 Mr. Perez stated I will need to double check that.

452 Ms. Kramer stated that is one of the reasons their proposal was so attractive.

453 Mr. Morrell stated Andrew is saying he is putting pressure on them because it is not  
454 normal. I will call him tomorrow.

455 Ms. Kramer stated I am hesitant. I will ask Mr. Haber to make sure there is a time  
456 deadline in the contract. If someone else can get a pump and put it in, which is questionable,  
457 I do not want to be waiting indefinitely, like we have been for the Umax.

458 Ms. Montagna asked should we look at other vendors before the contract is signed?  
459 Will it have any bearing when Spies Pool signs that contract with no stipulation? They have  
460 been reviewing it, which is why we do not have it signed yet.

461 Mr. Haber stated I will have to look at the agreement; I do not have it in front of me.  
462 Just to make sure I understand the facts we are dealing with, we have given them the  
463 agreement, but it has not yet been signed. So presently we do not have any contractual  
464 obligations one way or the other.

465 Ms. Montagna stated that is correct. Before we enter into that contract, if this is  
466 something we do not want to be tied to, then should we look at other vendors before the  
467 contract is executed? Once it is executed, I do not know that we will have the autonomy to  
468 go with someone else because we have waited too long. That is my question.

469 Mr. Haber stated I will have to look at the terms of the agreement to see if it has that  
470 specified.

471 Mr. Leet stated the agreement was in the last agenda. It says, "Please note: new pump  
472 is currently in stock locally with a one-day lead time for impellor trimming. Price is good  
473 for 30 days from date on quote." I am not an attorney, but I do not see that they guarantee  
474 they will be installing it within a certain number of days upon signing the contract.

475 Ms. Montagna stated we will review the contract with Spies Pool. If that language is  
476 not in it, then if the Board wants to go in that direction, I will pull that contract from Spies  
477 Pool and see if we can get the pump from someone else.

478 Ms. Kassel stated or at least amend the contract so it includes that.

479 Mr. Haber stated this is a contract our office prepared, so I just need to look at it. We  
480 typically include a delivery timeframe, but not always. I need to look and see if it was  
481 included in the form of agreement we are presently waiting on to be signed.

482 Ms. Kramer stated thanks. Our vote last month was not specifically for Spies Pool, so  
483 we have some room this next month to work with it if we can find someone.

484 Ms. Montagna stated yes, I want to do that before they execute the contract.

485 Ms. Phillips asked how big is the pump? Is it large? Will it fit in a suitcase?

486 Mr. Perez stated it is 25 horsepower, so it is a big pump.

487 Ms. Phillips stated if we can find it somewhere else, I would have offered to go get it,  
488 but not one that big. My golf cart guy had a used Umax, and he sold it the day before I  
489 talked with him about that. I asked him to keep an eye out, but I do not know if we are  
490 permitted to buy from small vendors, like he would be.

491 Ms. Kramer stated yes, we can, so keep your eyes out.

492 Ms. Phillips stated then we should all put out the word.

493 Ms. Kassel stated I wanted to come back after this discussion to the two used Umaxes  
494 for \$10,000 and see if that is a viable option.

495 Mr. Perez stated they are not Umaxes; they are Cushman and gas powered. They are  
496 more like golf course maintenance carts. They are not going to be electric powered, but we  
497 talked at the last meeting that we may have to look at gas, due to the fact that everything is  
498 taking so long to manufacture and get out. Going back to the splash pad pump, I will add  
499 that Celebration had a failed pump for a canal, and it took three months to receive. The  
500 supply chain on stuff like this is delayed. If they had one in stock, we will follow up and  
501 see if it is still there. I am cautioning you that if we stop the process and we start it again  
502 with someone else, it may be an even longer delay in getting this pump for the splash pad.  
503 Some of these are manufactured overseas, and they are shipped over.

504 Mr. Morrell stated the two vendors I was working with to get the estimates said the  
505 same thing. One said it will be hard to get the specification of the water pump for this kind  
506 of splash pad. Then Spies Pool said they could get it quickly.

507 Ms. Phillips stated they said they had to do some impellor trimming, so I do not think  
508 they had the right one, anyway.

509 Mr. Morrell stated that is because this water pump has no replacements. It is a dinosaur.

510 Ms. Phillips asked are we required to offer a splash pad in our community?

511 Ms. Kramer stated no, we are not required to, but it is a facility that our residents really  
512 enjoy.

513 Ms. Phillips stated after the hurricane, so many places need things. If we keep it closed  
514 for another three months, it is not against any kind of rule.

515 Ms. Kramer stated we will continue trying to get it and do our best.

516 Ms. Phillips stated it will be hard because everyone is scrambling for things.

517 Mr. Morrell stated for the Swim Club, the heater was off during the summer, and when  
518 we put it back on, I ran it in test mode to see how it was improving the temperatures, from  
519 low to high. The first week had basically no change. The second week, I had my staff do a  
520 deep backwash of the filters because months ago when I started working here, this vendor  
521 said it probably needed a backwash.

522 Ms. Kramer asked did the backwash fix it?

523 Mr. Morrell stated no. I did it one week just to see. The third week, I proceeded to call  
524 the vendor. He was working today, so at 4:00 I saw the heater go from 75° to 81°, which  
525 was LP5, which means low freon.

526 Ms. Kramer asked is it working or not?

527 Mr. Perez stated they should have it fixed today.

528 Mr. Morrell stated the person from AAA came today regarding the basketball court,  
529 and they fixed the ripples. It is now open for residents to use the court.

530 Mr. Perez stated for the benefit of the audience, the ripples were not from anything the  
531 contractor did; the ripples were existing. They pressure washed and cleaned the court. They  
532 thought when they put the acrylic on that it would solve that issue, but it did not. He said  
533 he could not keep pouring more acrylic or keep applying more coats because it would have  
534 made the court uneven in that spot. He came back and ground out the ripples in the concrete  
535 and put new acrylic on the top, which will lead into our other discussion regarding the  
536 basketball court and resurfacing that took place. I believe the Board had some questions  
537 and wanted to discuss it on what we should do going forward. An AAA Court Services  
538 (“AAA”) representative is on Zoom.

539 Ms. Kassel stated there is ponding on the court. Mr. Leet has a picture to share on the  
540 Zoom screen. We have known for a long time that the original laying of the concrete for  
541 the basketball court was faulty and there had been ponding issues pretty much since it was  
542 installed. I am the only Board member who has longevity on the Board to know what

543 happened in the past. We also have known in the past that the only way to correct that is to  
544 rip the whole thing out and re-lay the concrete with a 1-inch slope so the water drains off.  
545 That is a very expensive proposition. It is one of the reasons the previous Boards did not  
546 take any action on doing anything with the basketball court, including repainting it, because  
547 it felt like we were just putting lipstick on a pig. My feeling is, it is not a happy thing to  
548 still have ponding. We thought there would be patching work that would reduce ponding,  
549 but apparently, that has not been the case. The contract did not guarantee that there would  
550 not be ponding if the slope was less than one inch. The only thing that we had to go on was  
551 that we were supposed to be informed beforehand before they painted the court if the court  
552 did not have the one-inch slope. We were not informed, but in any case, what would we  
553 do? We would have to rip it out and replace it.

554 Ms. Kramer stated not necessarily. It is true that we could have chosen to not go forward  
555 with the resurfacing. In the contract, in addition to the 1% slope note, there is also a  
556 statement of the process that the contractor was going to go through to repair as much  
557 ponding as possible. That was to flood the court, to allow the court to sit in open sun for  
558 one hour, and then to measure the ponding areas. In the ponded areas that had more than  
559 one-eighth inch of depth, then concrete leveler would be added to bring those up prior to  
560 the acrylic being put down. My understanding is, they did do some of that. They put some  
561 leveler down, but it appears that not enough leveler was put down because as you can see  
562 from the photograph, we have significant ponding right at the center of the court, and at  
563 the one end of the court closest to Schoolhouse Road, there is quite a deep ponding area.  
564 We have done some research and some measurements. We were out there doing elevations  
565 across the court in those particular areas. We have a graph that shows some of the problems  
566 that we see. In the two bottom graphs, the higher one is a cross-section of the center line  
567 of the court from side to side. You can see where the ponding area is. With the addition of  
568 more leveler, we should have been able to get much less ponding. In the agreement, the  
569 acceptance was that they would only be required to fill the areas that were deeper than one-  
570 eighth inch. It is a given that at points in the basketball court, we will have at least one-  
571 eighth inch of ponding. However, in this particular area, we have more than the one-eighth  
572 inch of ponding. In fact, through the center of the court, when you take away the one-eighth  
573 inch allowance, we have basically a one-quarter inch ponding area, a significant ponding  
574 area. In the other area on the other end of the court closest to Schoolhouse Road, we have

575 more. The deepest ponding areas, when you remove the one-eighth inch allowance, after  
576 not just one hour but four hours of sitting and evaporating, we have areas that are three-  
577 quarters inch deep. My understanding is that concrete levelers have different qualities.  
578 Some will fill depressions up to three inches. I am not sure what style of levelers they used  
579 or how much. What I would have liked to have seen is, once they stripped and ground the  
580 court and measured and determined we did not have a 1% slope, they would have come  
581 back to us and said some can be leveled up and given us an option. They could have said  
582 they can only get it to a certain level, or they could do a change order and add more leveler  
583 to get it to another level, or they could have given us some options. Instead, our options  
584 were foreclosed by them moving forward. What I would really like magically to see is for  
585 us to have those low areas releveled and refinished. I think we all knew going in that we  
586 would never have a situation where the water would sheet flow off our court. We are always  
587 going to have some water, but these depths of ponding in certain areas are critical.

588 Ms. Phillips asked has the ponding hurt the court over time, or is it just an issue when  
589 people are playing ball?

590 Ms. Kramer stated it is when they are playing ball, but also the more water that sits, the  
591 more algae will grow. We saw that before we did the project. It can cause the court to be  
592 very slick and slippery, and thus, dangerous.

593 Ms. Phillips stated it is pretty crucial.

594 Ms. Kramer stated yes, that we reduce the ponding as much as possible.

595 Ms. Phillips asked did we pay the bill already?

596 Ms. Kramer stated we paid half of it up front.

597 Ms. Leonard stated I know when Rick initially got there and we flooded the court, we  
598 did discover that it did not have the slope that it should, that it was holding water. We call  
599 them birdbaths, very deep ones. It was holding birdbaths all over the court. At that point in  
600 time, we spoke with Mr. Morrell, which is when we realized we had the problem, and we  
601 started patching it. We explained at the time that what we could do with the court was patch  
602 it to the best of our ability. However, when we patch it, it is just going to cause it to shift  
603 from one spot to another. The water would just continue to move from one spot to another,  
604 just because of the base condition of the court. It was actually discussed at that time how  
605 we could fix this problem. We said the only way to fix the problem would be to demolish  
606 the court and start with a new one.

607 Ms. Montagna asked before you put the acrylic down, you are saying your technician  
608 spoke with Mr. Morrell?

609 Ms. Leonard stated yes, I am.

610 Ms. Montagna stated Mr. Morrell is saying that is not accurate. Your technicians talked  
611 with Mr. Morrell after the acrylic was put down.

612 Mr. Perez stated after the patching had already started.

613 Ms. Leonard stated there were patches down. The acrylic resurfer took pictures when  
614 Mr. Morrell was out there, and we had patches on the court.

615 Mr. Perez stated Thursday, October 13, 2022, at 4:47 p.m. Patches are down on the  
616 court. The discussion did not happen until Friday, after the acrylic was done, after the paint  
617 was done.

618 Ms. Kramer asked do you have a limit of the amount of leveler that you use when you  
619 go into a job like this?

620 Ms. Leonard stated there is a specific mix that you make patching with, and with a  
621 concrete court, putting the patches on concrete courts, realize that about 95% of courts are  
622 actually asphalt and have a concrete base. A couple things needed to be done with this on  
623 the concrete. You would never go in and put a two-inch or a three-inch layer of concrete  
624 on top of a court.

625 Ms. Kramer asked do you use actual leveler? It is not concrete, as such. There are  
626 leveler materials for concrete slabs.

627 Ms. Leonard stated actually, it is a combination of concrete that is mixed. You use  
628 Portland cement, and it is mixed with patchbinder. That consists of Portland and sand and  
629 is what you create a patch with. It gets poured into the areas where it needs to go, and you  
630 put it down with a squeegee, just like you do the paint.

631 Ms. Kramer asked you do not use self-leveling leveler?

632 Ms. Leonard stated no, not at all. I have never even heard of self leveling, and I have  
633 worked for three different companies. I have never heard of anything called leveler.

634 Ms. Kramer asked is there anything you can do to this court at this time to reduce the  
635 deep ponded areas?

636 Ms. Leonard stated no, there really is not. We have a recommendation to fix it properly  
637 so there will not be this problem on the court, the condition of the base court is so bad that  
638 the only way to fix it would have been to demolish it and lay a new one.

639 Ms. Kramer stated the question to the Board is, did AAA complete the job with the  
640 scope of work as described in their contract. If not, what are we going to do to remedy it?

641 Ms. Kassel asked what tells you that they did not complete the scope of work, aside  
642 from the fact that they did not inform us before they started painting that the ponding areas?

643 Ms. Kramer stated one item on their scope of services said the contractor will patch the  
644 depressions greater than one-eighth inch. That obviously has not been done. We have a lot  
645 of depressions that are greater than one-eighth inch.

646 Ms. Montagna asked did she say why that was not done according to the contract?

647 Ms. Kassel stated she said when you patch one area, if it does not have a one-inch slope,  
648 then it will just move to another area.

649 Ms. Kramer stated which is not necessarily accurate.

650 Mr. Leet stated the contract says it needs to have a 1% slope to guarantee removal of  
651 water, but I do not think that is the issue we are discussing. We are not expecting complete  
652 removal.

653 Ms. Kramer stated exactly.

654 Mr. Leet stated there are still depressions.

655 Ms. Kramer stated we expect that because it is not sloped. Understand the one-inch  
656 slope is on the high side of what is required for basketball courts. If it is from side to side  
657 on a 60-foot slab, it would mean a 7.2-inch difference in height from one side of the slab  
658 to the other, which is significant. The other is, if the crown is in the center and you have it  
659 sloped out from the center, it will be a 3.6-inch slope from the center to each side. That is  
660 a pretty significant slope. I am not sure.

661 Ms. Kassel stated maybe we speak with our attorney about how to think about this,  
662 considering the proposal, the work that was done, and what our options might be.

663 Mr. Haber stated if we can draw the conclusion that the contractor failed to fully  
664 perform the agreement, which would be by virtue of showing that there are areas of the  
665 court that have depressions greater than one-eighth inch, presumably to fully perform under  
666 the scope of the agreement, any depression greater than one-eighth inch was to be repaired  
667 through a patch. I think it is fair to conclude that full performance of the agreement would  
668 have resulted in no depressions on the court greater than one-eighth inch. To the extent  
669 those exist, I think the District can take the position that the services under the contract  
670 were not fully performed. I know a representative from the company is on the call, and I

671 do not know if there is any explanation for why there would be depressions greater than  
672 one-eighth inch, given that scope of services, but I think it gives the District the position to  
673 have some recourse against the contractor moving forward. I think you can demand full  
674 performance. I do not know anything about how that works, whether full performance  
675 means they have to remove the cover to then fix the depressions greater than one-eighth  
676 inch and then replace the cover. That may be. I think that is the most straightforward way  
677 to address this issue, and it would get the District in the position that it thought it would be  
678 in if the contractor performed in accordance with the terms. I think that would be my first  
679 option of what to do. The contractor's response to that would then show where we go from  
680 there. If they are willing to do it, that would be great, and there would be no depressions in  
681 the court greater than one-eighth inch, and you would get it resurfaced as contemplated by  
682 the agreement. You have the right to demand that, given the terms of the agreement and  
683 the obligation the contractor has under that agreement.

684 Ms. Kassel stated thank you. Shall we hear a response from AAA?

685 Ms. Leonard stated this is something I need to discuss with Rick, the owner of the  
686 company. He is in a meeting. He was on property and met with them. I absolutely need to  
687 share this specific information with him because he needs to hear this and we need to figure  
688 out how to address it for it to be in a condition that is acceptable to you. I do not know what  
689 our next step is moving forward, other than for him to come out and meet with someone  
690 and figure out exactly what we can do to resolve it so that the court is to your specifications  
691 and that we have it to spec on one-eighth inch.

692 Mr. Leet stated we are clear there will be some water. I think we are talking about one-  
693 eighth inch versus three-quarters inch.

694 Ms. Leonard stated yes and that is a very large difference. We will definitely correct  
695 that issue.

696 Ms. Kramer stated we will leave it with AAA and the District's management team to  
697 come up with a resolution and let us know what that is.

698 Ms. Leonard stated AAA will most definitely do that, and thanked the Board.

699 Mr. Morrell stated next I have Awesome HOA Signs. I talked with them about the 12  
700 Harmony signs. They gave us a partial price of \$2,100, which does include a 10% discount,  
701 and free installation and delivery.

702 Ms. Kassel asked which signs are we talking about?

703 Ms. Montagna stated interchangeable wording on the directional and informational  
704 signs.

705 Ms. Kassel asked do you have a proposal that shows what it looks like?

706 Mr. Morrell stated I am waiting for that. I spoke with them. Our signs measure four  
707 feet by eight feet, and they are showing this price for smaller signs. He will talk with his  
708 manager and contact me tomorrow because it might be a higher price, or it might be the  
709 same at \$2,100.

710 Ms. Kramer stated I would like a list of what it includes, if it is just months of a year  
711 and dates, or whatever. The other thing we could do is, there are ways to get the same. We  
712 already have the backing, and theirs includes the backboard you attach it to. Maybe we can  
713 design something that we can have our own sign company work with us and have an  
714 interchangeable sign. There are different ways to accomplish that, but let us see what they  
715 come up with.

716 Mr. Morrell stated I talked with him, and he said he will send a different design of the  
717 Harmony sign including the different options.

718 Ms. Montagna stated he knew he was waiting on something, but he wanted to give you  
719 an estimated price today, being they could not get him the proposal in time.

720 Mr. Morrell stated regarding electric box replacement at Buck Lane and the dog park,  
721 I spoke with the vendor. He was not able to sign the agreement because he was getting  
722 legal assistance to read the contract. He told me this afternoon that he will sign the  
723 agreement, and he will send it to me tomorrow.

724 Ms. Montagna stated at the last meeting, the Board approved Access Air, and they did  
725 not reach the insurance requirement. It was sent back to us to ask if the District will waive  
726 the insurance requirement, which sometimes we do and is at the discretion of the Board.  
727 However, this Board has never waived the insurance requirement. I spoke with the Chair,  
728 and being that this Board has never waived the insurance requirement, there was no reason  
729 to bring it to you. So we moved to the next vendor, which was Heavenly Air. They were  
730 able to reach the insurance requirement, and I have now sent their proposal to Mr. Haber  
731 to draft the agreement. They have the proper insurance, and they sent over their insurance  
732 certificate and W-9, so they meet the requirements.

733 Ms. Kramer stated they are working at quite a bit of height on our property, so insurance  
734 is critical.

735 Ms. Montagna stated yes. I wanted to let the Board know this, and it is in the works.  
736 Once Mr. Haber sends me the agreement, I can provide it to them, get it signed, and then  
737 they will be able to start the project.

738 Ms. Kassel stated the dog park gates need readjustment. People open the gates and let  
739 them slam behind, which gets things off kilter. They need to be checked every week or so.

740 Mr. Morrell stated I was sending a staff member to adjust the gates every week.

741 Ms. Kramer stated maybe as they service the dog pots, they can keep a wrench with  
742 them and check the gates at the same time.

743 Mr. Morrell stated yes.

744 Ms. Phillips stated maybe we can discuss an access card entry.

745 Ms. Kramer stated no.

746 Ms. Montagna stated we have been down that path before.

747 Ms. Kramer stated it is expensive.

748 Mr. Leet asked in talking about the site audit, what we see in the agenda are the follow  
749 ups. You have to go back to the previous agenda to track down more detail of what the  
750 items were. Are we thinking that will be an ongoing thing that is updated? Is it a snapshot  
751 in time for what you have and what you are working on?

752 Mr. Perez stated the responses should be tied to the current report in the agenda.

753 Ms. Montagna stated every month when the site audit is in the agenda, it is a current  
754 site audit that was done.

755 Ms. Kramer stated no site audit was included. It was just the update to the site audit.

756 Mr. Leet stated I wanted to know if this will be the case going forward.

757 Ms. Montagna stated no.

758 Ms. Kramer stated all this information will be online for us to be able to access.

759 Mr. Leet asked through the dropbox program?

760 Mr. Perez stated we took out the less pertinent information.

761 Ms. Kramer stated that eats a lot of data storage.

762 Mr. Perez stated it still needs to be considered to put in there because if you use your  
763 District laptops that are not Inframark laptops, then you will lose all that information.  
764 Having it in dropbox is not necessarily a bad idea.

765 Ms. Kramer stated I would rather not ever see copies of resident checks or driver  
766 licenses.

767 Ms. Montagna stated that should not be in there.

768 Mr. Perez stated my point to that is, you have two District-owned laptops that you are  
769 running Door King. If either of those computers crashes, there is no backup on those.

770 Ms. Kramer stated put it somewhere else in the Inframark system that we cannot access.  
771 I do not want that kind of information to accidentally get out.

772 Mr. Perez stated dropbox is updated. It should have project lists, inventory lists, and  
773 checklists when the guys do inspections they are working on. You should be able to use  
774 the same login information we sent and view it.

775 Ms. Kramer stated if all that is working properly, then the actual site audit does not  
776 need to come to us in the agenda package. It is something we can access on dropbox.

777 Mr. Morrell asked do you want me to add the inspection report to dropbox?

778 Mr. Perez stated yes, that is what she is saying. If the Board wants to see it in the agenda  
779 package, we can do that.

780 Mr. Morrell stated the inspections are mine, of all the landscaping and projects.

781 Ms. Kramer stated I am struggling with the reporting of every little thing, the problem  
782 we are having with Servello to us. I do not think we need to know every little thing. We  
783 need our field services staff to be able to quantify what Servello is or is not doing, and for  
784 that which they are not doing but is required under the contract, you need to put a dollar  
785 amount for it.

786 Mt. Perez stated we cannot do that; we did not price the contract that way for us to  
787 determine a dollar amount per service skipped or not rendered. It would be a percentage.

788 Ms. Kramer stated I think we discussed it in the contract. I worked with Mr. Michael  
789 Eckert on that.

790 Mr. Perez stated we have no line item pricing. How would we do that?

791 Ms. Kramer stated there was a percentage you took. Mowing, for example, you take  
792 the line item for how much mowing is and divide it by number of mows. If they miss 10%  
793 of the mowing for two weeks, then you calculate how much that would be, and we need to  
794 deduct it. If we are unable to do that, then we need to say they are not performing, so we  
795 need to go out to bid for landscaping.

796 Ms. Montagna stated I would like to speak to that. For months and months, field staff  
797 and I have been coming to these meetings and telling you Servello is failing. It has been  
798 reported in a physical report that has been in the agenda month after month after month.

799 You, as a Board, decided to go out for a request for proposals (“RFP”). We put that RFP  
800 together, and you chose Servello again. Servello is continually failing. I do not know what  
801 more we and your field staff can do, and your field staff gets beat up about holding  
802 Servello’s feet to the fire. That is not fair. They are holding Servello’s feet to the fire. Short  
803 of us going out and beating them over the head, we cannot force them to do anything. We  
804 hold their feet to the fire. We bring it to your attention. We do not have the authority to  
805 hire or fire or withhold money. We bring it to the Board’s attention. Residents send in  
806 complaints. Ms. Kramer sends in pictures. We have received dog park pictures. You all  
807 send it in, and you all know what is going on. We cannot do anymore than we are doing to  
808 tell you they are failing. They were failing before you went out for RFP. They are still  
809 failing. There is no more.

810 Mr. Perez stated I want to clarify the inspection report. It is not a monthly recap of  
811 everything overall that has happened. That would be something we would need to change  
812 so that every week you are getting a report showing each week of the month. The monthly  
813 field inspection report is a snapshot of a drive through the community to identify what areas  
814 look good or need work or need a proposal. It is either landscape or other field related. He  
815 is pointing out field-related issues that he is adding to his project list. It is a recap for you,  
816 as a Board, for when you are going to your meetings, you can review the items. It is not a  
817 weekly report. To Ms. Montagna’s point, we have pointed out deficiencies over and over  
818 and over. Tree trimming issues, for example.

819 Ms. Kassel stated when we made the decision to go with Servello, we had a fairly  
820 extensive discussion. We spoke with the engineer also about whether or not we could trust  
821 other vendors to do as good a job and problems with staffing or supplies. Essentially the  
822 answer was, they are pretty much all the same, so why should we spend another \$100,000  
823 or more to go with another vendor we do not know about when we would not be guaranteed.  
824 I want to hear from the attorney about what our recourse is at this point to try to get our  
825 landscaping contractor to perform better.

826 Mr. Haber stated I think the strongest recourse you have is your right to withhold  
827 payment for failure to perform. The contract contemplates that. It acknowledges that  
828 landscape maintenance is unlike a service, like the basketball court where you have work  
829 performed, it is completed, and you have the benefit of it when the work is performed.  
830 Landscape maintenance is different because, if it does not get done and your plants look

831 bad but they do not get to them for two weeks or longer, you do not get the benefit during  
832 those two weeks. The contract recognizes that, and they are not entitled to payment for  
833 fixing a missed maintenance item later because it does address the fact that you went for  
834 two weeks with it looking bad. We went out of our way, knowing there was a risk that  
835 Servello may not perform, to try to provide as many rights as possible for the District to  
836 withhold payment for failure to perform. I think that is your strongest remedy. You are  
837 entitled to do it under the Florida Prompt Payment Act. You are entitled to do it under your  
838 agreement with them. If they are not getting paid, they will either feel that pressure and  
839 start performing, or not. The other thing you absolutely have the right to do is terminate  
840 the agreement and look for a new contractor if you are dissatisfied with the services that  
841 are being provided. Absent from withholding payment, there is not much else you can do.  
842 As Ms. Montagna said, you cannot force them to do something that they are not doing.

843 Ms. Montagna stated we did withhold payment. We withheld \$3,800 last month for  
844 missed services. We have documentation of missed services. To Ms. Kramer's point, that  
845 is exactly what Mr. Perez did last time. For the stuff that was missed, we looked at the  
846 contract, took a percentage of it, and that is what we withheld. We let them know, but they  
847 did not say much. They did not feel that coming to the Board to argue about \$3,800 was  
848 worth it, so he did not bring it up when Mr. James Whitaker was here.

849 Ms. Kramer stated I think he knew he was in the wrong.

850 Ms. Montagna stated that could have been; I do not know. We had a conversation with  
851 him. We can continue doing that, but services still will not change.

852 Ms. Kassel stated at least we are not paying for services we are not getting.

853 Mr. Leet stated we have been under the new contract for four weeks. In the process of  
854 negotiating that, understanding inflation, we understand the costs went up, and we tried to  
855 counteract that with secondary consequences. We reduced the scope a little bit, and in that  
856 discussion, we brought this up. We have all been here. We have all been to these meetings.  
857 We all live here. We know there have been issues with them in the past. I do not remember  
858 the exact conversation, but we said we are under contract and we are paying them more for  
859 the same services. My thoughts are, if we can keep using that as a screw we can turn, it is  
860 keeping the pressure on them in a tangible way.

861 Ms. Montagna stated we can absolutely do that; we can ding them every month, but the  
862 fact is, when Mr. Betancourt is standing here giving his update, no one tells him anything.  
863 No one says a word to him about why something looks like this. You see it in your reports.

864 Mr. Leet stated we did not see it this month.

865 Ms. Montagna stated one month you did not see it in the agenda, but it has been in there  
866 every month previous. For months and months, they were not even responsive to the  
867 reports. I am not sure what we can do, but we will continue to keep track of what they do  
868 not do and withhold money.

869 Mr. Perez stated this will come off as being blunt, but I am being honest because I come  
870 from the landscape side of things. Are you more concerned with saving money? Or are you  
871 more concerned with making your community looking as good as possible?

872 Ms. Kassel asked how do we do that when we have a contract? Do we fire them and  
873 hire someone else, and then have to charge the residents more?

874 Mr. Perez stated nothing prohibits you from going out for an RFP. If you do not like  
875 the price, you throw it out.

876 Mr. Leet stated this is our biggest budget item. If we have to spend the money, then we  
877 want good results.

878 Mr. Perez stated that is my point. Withholding money every month and getting the  
879 same result over and over is not going to improve the appearance of the community.

880 Ms. Kassel asked how long have we been withholding payment?

881 Mr. Perez stated we just started last month.

882 Mr. Leet stated that is what I am saying: keep turning the screws.

883 Ms. Kassel stated yes. Keep doing it.

884 Ms. Kramer stated we have seen no improvement. Actually, it was not last month but  
885 the month before. We can withhold money again for this past month. You would have  
886 expected, in fact, we saw significant improvement when the RFP was out. I noticed it.

887 Mr. Perez stated sure, any landscape company is going to turn it up if they are bidding  
888 on it.

889 Ms. Kramer stated that is what I am saying; they can do it. They know how to do it.  
890 You would have thought if that was the case, they would have continued on for at least the  
891 first month of the contract.

892 Mr. Leet stated we have the legal standing to do so.

893 Ms. Montagna stated we have always had it. They do not care.

894 Ms. Kramer stated we can go out to RFP again. Our problem last time was, almost  
895 every community development district in the area was out for RFP at the same time. There  
896 were a lot of landscape companies that did not want to over extend if they got the contracts  
897 they bid on, so they were not willing to bid on ours. Things have changed now. They know  
898 pretty much what their business is going to be for the next couple years. Am I right?

899 Mr. Perez stated it changes every month.

900 Ms. Kramer stated I understand, but the big crunch was the start date of October 1.  
901 Also, the slowest time and the most money you will make as a landscape firm is starting  
902 now through March. Now would be the time because a new vendor will want to get on  
903 during the slow period. They will be less likely to come on if you wait and do it in March  
904 because you are angry and Harmony looks really bad. That is my proposal. Do we have to  
905 give them notice of termination now? Or do we just go out for an RFP?

906 Mr. Perez stated go out for an RFP. We will run it. They will see the advertisement; it  
907 will be a public bid because it is over the threshold. We will publicize it again. The first  
908 step is to bring the scope back. I know we just approved it, but there is a discussion tonight  
909 at some point about another piece that was added to it regarding roadway mowing. Is that  
910 going to be on or off?

911 Ms. Kramer stated it is an option.

912 Mr. Perez stated my point is, the Board has to approve the scope. Once it is approved,  
913 I will get the RFP package set and ready to go, we will publicize it and run the whole thing  
914 again, and hopefully more vendors show up. It was a public bid. Six firms picked up the  
915 package, but only four attended the meeting, and one did not turn in a bid. So three out of  
916 six ended up turning in a bid.

917 Ms. Kassel stated one was disqualified.

918 Ms. Kramer stated yes because they did not provide a bid bond.

919 Ms. Kassel asked in the other districts you manage, are their landscapers performing  
920 better than Servello is performing?

921 Mr. Perez stated it depends on the account manager.

922 Ms. Montagna stated that is correct.

923 Mr. Perez stated yes, we have some districts that are looking very, very good right now,  
924 and others not.

925 Ms. Kassel asked are they this big?

926 Ms. Montagna stated they are bigger.

927 Mr. Leet asked are any where Servello is the landscape contractor looking good?

928 Ms. Montagna stated no.

929 Mr. Perez stated in all honesty, other districts where your current vendor maintains  
930 landscaping are considering RFPs right now.

931 Ms. Montagna stated one is actually going to RFP now, and the other is considering it.

932 Mr. Leet stated we can start the process now.

933 Mr. Perez stated it does not cost you anything. I am not charging for this.

934 Mr. Leet stated we either see improvement, or we do not.

935 Mr. Perez stated a recommendation would be to request Mr. Whitaker come back and  
936 actually question him. Ask him pointed questions. Tell him, the last time we went out for  
937 RFP, they made the place look phenomenal. You retained the work, and then it goes back  
938 downhill. Why? What is causing that? Yes, it is their off season. It is typically bi-weekly  
939 mowing. That does not mean anything. Bi-weekly mowing just means mowing. They still  
940 have duties to trim and pull weeds. That is not a visit. Nowhere in the specifications does  
941 it say that is one week.

942 Ms. Kramer stated what worried me about what Mr. Betancourt said was that now is  
943 the time they are going to hedge and pull weeds, but our weeds grow all year round. Hedges  
944 grow all year round. Are we happy with the scope of work we went out to RFP before?

945 Mr. Perez stated it is a very standard scope.

946 Ms. Kramer asked if we are, can we just approve that scope now and set the RFP in  
947 process? Why wait until after November?

948 Ms. Montagna stated if that is the case, I will ask the Board to make a motion specific  
949 that we use the scope approved for the last RFP with no changes but that exact scope.

950 Ms. Kassel asked does that scope include the rights-of-way?

951 Ms. Montagna stated it was either way. They provided a bid to include rights-of-way  
952 and to exclude rights-of-way. So you will see both prices.

953

954 Ms. Kassel made a MOTION to approve the request for  
955 proposals package for landscape maintenance services, with  
956 no changes to the current scope of services, and to direct staff  
957 to solicit bids.

958 Mr. Leet seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to the request for proposals package for landscape maintenance services, with no changes to the current scope of services, and to direct staff to solicit bids.

Ms. Kramer stated previously, our attorney recommended that we include a contract form within the RFP so they know what our contract looks like and cannot complain later. I would like to include that form of contract, also.

Ms. Montagna stated yes, we can do that. We do that in other districts with RFPs.

Mr. Perez stated we just include a sample contract.

Ms. Montagna stated it will be the same as we did in Harbour Isles. Mr. Haber will provide the contract, and it will be a standard contract for Harmony. It will be subject to some changes.

Mr. Haber stated we can use the format you already negotiated with Servello. We will pull out the details, but all the various terms will be included. Presumably we would apply them to any contractor.

Ms. Montagna stated yes.

Mr. Perez stated I will ask Mr. Haber to update that agreement minus the current vendor's name and send it over.

Mr. Haber stated yes, I would be happy to do that.

Ms. Kassel asked if the RFPs come in well above our budget, how will we address that?

Mr. Perez stated you can throw them out.

Ms. Montagna stated not necessarily throw them out. There are different ways to address it. One, can you find the money? I can provide those answers to you. At that point, it is a determination if you want to pay that extra money out of reserves or unassigned cash to be able to cover the deficit. I am not a landscape expert, so this is a guess, but you went out to RFP not too long ago. I do not know that the price will change that drastically over the past few months, to be that far out of whack from what you currently have.

Ms. Kassel stated the price differential between Servello and others was substantial.

Mr. Perez stated it should not be much higher, and hopefully we will have more bidders that are in line with the current budget.

991 Ms. Kramer stated it is possible we might get bids from some of the others that were in  
992 line but did not want to bid because of the other outstanding bids they had. They might be  
993 more in line with what we are paying now.

994 Ms. Montagna stated ultimately, if you want to stay with your current landscaper, you  
995 have that option, as well. At a bare minimum, it will give you some options.

996 Ms. Kramer stated I wanted to address the question of rights-of-way. I do not think the  
997 full picture was provided in the letter that was sent. I want to provide that now, and I will  
998 ask Ms. Kassel to pitch in where needed. Harmony, when it was first developed which has  
999 been mentioned already, the developer made the determination that the rights-of-way on  
1000 boulevard streets would be maintained by the then-developer, because the developer  
1001 controlled the District. The intent, as was mentioned before, was mainly for marketing.  
1002 They wanted a uniform look so that they could market their products and show people  
1003 through the boulevards in order to do that. In doing so, they also put irrigation systems  
1004 through those areas, which were also owned and operated by the District. We were paying  
1005 not only for mowing, but irrigation. We will continue to pay that because we are not going  
1006 to separate out those irrigation systems. You will maintain that benefit, but the RFP we  
1007 accepted, we took out the actual mowing, which was rather expensive. The cost savings  
1008 under Servello was about \$17,000, and it went all the way to another vendor who bid on it  
1009 to \$120,000. You can imagine that mowing all that right-of-way area with trees in it is  
1010 labor intensive, as well as having to edge both sides of that strip. Before we made the  
1011 decision, I spoke with a couple of the landscape providers that work in Harmony. I asked  
1012 if the District does this, would they double the bill to the homeowners or what would they  
1013 do with those bills. Most of them said they would not add anything to the bill. They said it  
1014 was nothing to add to the cost to the residents. It made sense that as the landscaper is out  
1015 on the lot, that they are mowing all that uniformly. Also, as you look out, if you look at  
1016 Osceola County or the City of Saint Cloud or the City of Kissimmee, any local  
1017 government—not just in Florida but anywhere in the United States—they all own those  
1018 rights-of-way, the areas between the sidewalks and the curbs. Sometimes, they do not even  
1019 have sidewalks, but it is just an imaginary line at the edge of your property. In Saint Cloud,  
1020 we had this situation. They owned it. It was their right-of-way, and they could take it at  
1021 any time and expand the street, but you, as a resident, were always expected to maintain it.  
1022 Here in Osceola County, if you look, everyone on the County-owned streets with County-

1023 owned rights-of-way, they are expected to maintain all that area, and it has always been  
1024 that way. This is the way it is done.

1025 Mr. Neale stated these are not rights-of-way; these are deeded, and the District owns  
1026 that strip.

1027 Ms. Kramer stated it is considered right-of-way. It is the same thing. It is the area  
1028 between the sidewalk and the curb.

1029 Ms. Kassel stated the District owns it.

1030 Ms. Kramer stated yes.

1031 Mr. Neale stated the District owns it, and you are asking someone who does not own it  
1032 to maintain it.

1033 Ms. Kramer stated that is correct. People who do not own the right-of-way for County-  
1034 owned property, the County owns the right-of-way in front of the house where I used to  
1035 live in Saint Cloud. They own it, just like the District owns the strip between the sidewalk  
1036 and the curb.

1037 Mr. Noble asked does the County have an irrigation system there?

1038 Ms. Kramer stated not that I know of. We can take that out. I do not think we want to  
1039 do that. In Saint Cloud, for example, if I were to put a full irrigation system into my  
1040 property, just like here in 90% of the properties throughout Harmony, when you put in an  
1041 irrigation system, you also irrigate the right-of-way. You treat that land, adjacent to your  
1042 home or on either side of the corner which may be quite a bit of land, as your own. You  
1043 get the right to use it. You get to cross it. You get to park next to it. You get to use it.

1044 Mr. Noble stated so does everyone else who goes to the basketball court.

1045 Ms. Kramer stated that is correct. When people drop their kids off at school, they get  
1046 to use my right-of-way, also. But I am required to maintain it, just like others are required  
1047 to maintain theirs. What you do not realize is, the bulk of Harmony maintains their own  
1048 right-of-way.

1049 Mr. Noble stated it is not the same traffic.

1050 Ms. Kramer stated yes, it is. Come and visit me during school hours.

1051 Mr. Neale stated you are the exception.

1052 Ms. Kramer stated no, there are quite a lot of homes, and it goes all the way down  
1053 Beargrass Road and Cupseed Lane.

1054 Ms. Montagna asked are we going to get into a back-and-forth conversation?

1055 Ms. Kramer stated no, I am done. What I am saying is, it is also an equity issue. We  
1056 cannot make it totally equitable with all the residents because our irrigation system is  
1057 through there. You will still be getting a considerable benefit, in that, the District will still  
1058 irrigate it.

1059 Mr. Neale stated I would still like to hear what the legal basis is for someone who does  
1060 not own the land to be expected to maintain it. If you can point to a Statute or a law that  
1061 allows for it, then that will make more sense to me, and that should have been stated in the  
1062 letter rather than just a brief statement saying we are now responsible for this.

1063 Ms. Phillips stated I have lived in a lot of places, and I have always had to maintain the  
1064 right-of-way.

1065 Ms. Montagna stated it is standard.

1066 Ms. Phillips stated I had to take care of ice and snow on the sidewalk, and I have always  
1067 had to take care of that section. This is not unusual. I do not know if you have owned homes  
1068 in other areas.

1069 Ms. Montagna stated I will ask Mr. Haber to weigh in on the legality of this issue.

1070 Mr. Haber stated traditionally and what I see across the State for the numerous clients  
1071 we represent, the right-of-way portion adjacent to a lot is maintained by the homeowner.  
1072 That is 100% accurate, notwithstanding the fact that the property is owned by the District.  
1073 The maintenance expectation is on the part of the homeowner. The question of what  
1074 obligates the homeowner to maintain that portion is a little more fact specific. I do not  
1075 know if this is the case or not in Harmony because I have not reviewed your declarations  
1076 of covenants and restrictions in detail to know, but in many communities, it is quite  
1077 common that the declaration of covenants and restrictions recorded against the various lots  
1078 specify that, notwithstanding the fact that a homeowner may not own the right-of-way  
1079 between the sidewalk and the curb, that homeowner is still obligated to maintain that  
1080 property. That is not something the District enforces, but it is an obligation that every  
1081 homeowner has and every homeowners association (“HOA”) has the right to enforce. The  
1082 way you actually see it work, similar to what you saw earlier in the meeting where I was  
1083 asked about the District maintaining certain trees in County-owned rights-of-way, often  
1084 units of government do not maintain property to the same level that a homeowner wants  
1085 their property maintained. The same way a homeowner may be arguing that they do not  
1086 have an obligation to maintain the property, the District has every right to say we are only

1087 going to maintain the property to the extent we feel is appropriate. If that is the case, we  
1088 will mow it four times a year. The District would have every right to do that, as well. For  
1089 the purpose of a homeowner ensuring that their home, because more often than not, the  
1090 area we are talking about appears to be part of the lot for each individual home, it is quite  
1091 common for the homeowner to maintain that area. As far as the legal obligation to do it, I  
1092 refer back to what I was saying earlier, that commonly in covenants and restrictions that  
1093 are recorded against each lot, whether that is the case here, I will need to review. Beyond  
1094 that, sometimes other aspects may impose that obligation. Sitting here today without  
1095 having reviewed this issue in advance, I want to reserve the right to review that in more  
1096 detail before I speak more in depth about what right the District has to impose an obligation  
1097 for that maintenance.

1098 Ms. Kassel asked Mr. Haber to review that and provide something in writing for the  
1099 agenda for our November meeting.

1100 Mr. Haber asked was the request to look into what right the District has to obligate  
1101 homeowners to maintain the District-owned rights-of-way?

1102 Ms. Kassel stated yes.

1103 Mr. Haber stated I would be happy to do that.

1104 Ms. Montagna stated we can address this at the November meeting.

1105 Ms. Kramer stated as everyone has heard already, we are going out for RFP for  
1106 landscaping again. We will again be asking the landscape vendors that bid on the package  
1107 to bid it two ways: one including maintenance of the boulevard rights-of-way, and one  
1108 excluding maintenance of the boulevard rights-of-way. Based on the amount of savings we  
1109 might see at that point, a different decision might be made, but I cannot guarantee it. As to  
1110 the question of what is usually done, again, the boulevard homeowners have been getting  
1111 a serious benefit that no other homeowners in Harmony have been getting. You will  
1112 continue to get that irrigation benefit. I would appreciate it if you will consider how the  
1113 other homeowners might feel.

1114 Mr. Noble stated I will ask the Board to remain pure in what you are trying to do. I  
1115 guarantee for Schoolhouse Road, Cat Brier Trail, and Five Oaks Drive residents, it is not  
1116 about saving \$100 a month for us individually. That is not the issue.

1117 Ms. Kramer stated in fact, you will not be paying \$100.

1118 Mr. Noble stated that is not the issue. I would go back to what our field services partner  
1119 said: please keep the purpose to make our community look as good as possible. Otherwise,  
1120 it will not be worth it.

1121 Mr. Neale stated the boulevards look terrible, and this has been in place for less than a  
1122 month.

1123 Ms. Kramer stated drive down the interior streets where we all drive.

1124 Mr. Leet stated you brought up uniformity among all the yards. Does that not cross  
1125 over into what the HOA would enforce, and how people are maintaining their individual  
1126 yards as a whole? In some sense, residents have always included that front portion, and we  
1127 are discussing who that applies to. There are already, through the HOA, mechanisms in  
1128 place to hopefully encourage more uniform maintenance of the entire community.

1129 Mr. Neale stated an HOA Board member felt very strongly about that, and said that  
1130 was not the case.

1131 Ms. Kramer stated my hope is that all the boulevard homeowners will act responsibly  
1132 and maintain that area.

1133 Ms. Kassel stated one of the reasons I believe boulevards do not look great right now  
1134 is, this letter was just received a few days ago. The letter should have gone out in September  
1135 and not received three weeks into October. So we have three weeks of people not realizing  
1136 they are supposing to be maintaining the rights-of-way because they were not informed. I  
1137 think that is one of the reasons they look bad. I know a number of areas that are the  
1138 District's responsibility to maintain where Servello has fallen down on. They have not  
1139 removed leaves. They have not turned on irrigation. Apparently they have not been  
1140 fertilizing those areas. I think that is part of what is going on. Personally, I feel troubled  
1141 that we are turning over areas that were supposed to be District maintained back to  
1142 homeowners in the shape that some of them are in. I am not sure exactly what to do about  
1143 that. For example, Mr. Neale's strip is not looking good. My feeling is, that it should have  
1144 been looking good by the time we handed it over to him or that we should somehow attempt  
1145 to remedy the situation where those strips are looking bad, if they are not caused by what  
1146 my husband used to call bulldozer blight. There are homes on Cat Brier Trail with dirt and  
1147 pine bark here and there because people are abusing that right-of-way. No matter what we  
1148 put there, it will get bulldozed by foot traffic. I am putting that out there as my concern.

1149 Ms. Kramer stated we are very late in this meeting, and we need to move on.

1150 Mr. Leet stated we have not opened the floor for public comments. Some on Zoom are  
1151 asking to speak.

1152 Ms. Nancy Snyder asked what about fertilizer and mulch? Does that have to be  
1153 uniform, especially the mulch?

1154 Ms. Kramer stated we inside residents are doing it uniformly as much as we can. I guess  
1155 the boulevards would be the same.

1156 Ms. Snyder stated I think that should be included in whatever you send out. I have no  
1157 problem with it, but I think it should be uniform.

1158 Ms. Kassel asked what does our contract say? It says no longer maintaining the strip,  
1159 but what does the contract say? Is it just about mowing? Or was it also about fertilizing?

1160 Ms. Kramer stated it says turf maintenance.

1161 Mr. Neale asked so that is on the homeowner, as well, now?

1162 Ms. Kramer stated that is your turf maintenance.

1163 Mr. Neale asked so I have to fix a patch of dead grass that was caused by Servello or  
1164 while it was maintained by the District?

1165 A Resident stated it seems like it is interior streets versus boulevards.

1166 Ms. Kramer stated it is not.

1167 The Resident stated I have heard that a couple times.

1168 Ms. Phillips stated I had new mulch brought in. I did not look at my neighbor's house.  
1169 My mulch does not match my neighbor's. I do not see the need for everything to be the  
1170 same up and down the street. Every home has its own distinct style.

1171 The Resident asked how many Board members are on interior streets?

1172 Ms. Kassel stated four out of five.

1173 The Resident stated I think that is an issue.

1174 Ms. Kramer stated it is probably reflective of the population in Harmony. We would  
1175 like to be adjourning now, and we have some serious issues to address on the agenda, such  
1176 as alleys behind your houses and drainage problems.

1177 Mr. Leet stated regarding the garden road, I understand Jr. Davis did the grading they  
1178 said they were going to do, which I believe only goes up to the edge of the garden and not  
1179 to the edge of the storage area.

1180 Mr. Perez stated that is correct.

1181 Mr. Leet stated I understand we are behind schedule. Can we add a discussion of that  
1182 on the next agenda?

1183 Ms. Kramer stated yes.

1184 Ms. Montagna stated I think we sent updates to the Board about the garden road, or Mr.  
1185 Morrell did.

1186 Ms. Kramer stated we need to discuss what we are going to do with the remainder of  
1187 the garden road. Evidently, our previous attorney did not attach the proper documents, and  
1188 therefore, we ended up with only half of what the Board was expecting. I am going to reach  
1189 out to the owner and manager of Harmony Central, and see if they would be willing to  
1190 correct that, based on the minutes of the Board. Do not hold your breath, but if not, then  
1191 we can bring it back and figure out what to do with the other half.

1192 **C. District Engineer Report**

1193 The District Engineer's report is included in the agenda package and available for  
1194 review on the website or in the District office during normal business hours.

1195 **i. Discussion of Alley Paving for Neighborhoods C-1 and C-2**

1196 Mr. Hamstra stated this is the milling and resurfacing program. As you know, we had  
1197 a public advertisement in May. Twenty-two vendors downloaded the plans, calculations,  
1198 and specifications, and no one submitted a bid. We were then given the opportunity, based  
1199 on Mr. Eckert's legal opinion, that we can, at that point, solicit individual firms to submit.  
1200 We reached out to a firm called Carr & Collier, Inc. ("CCI") that we have dealt with many  
1201 times on other projects. They submitted a bid proposal we received the evening of the last  
1202 meeting, which Mr. Eckert, Mr. Greg Teague, and I reviewed briefly. Mr. Teague wrote a  
1203 memorandum. The total price what I call the base bid was \$533,000. We had a bid alternate  
1204 for trench drains, and a bid alternate for the concrete ribbon curbs. All that tallies up to  
1205 \$647,000+. Ms. Kramer asked me prior to the meeting if the contractor would be willing  
1206 to forego the sodding and pavement markings that could be done at a later date or  
1207 potentially done by a cheaper vendor. We talked with CCI today, and he is willing to  
1208 remove those two items, which totals about \$69,000, and not affect his other unit costs. He  
1209 is willing to let those go if that is the Board's direction. He is also willing to hold his bid  
1210 for 60 days, which started October 6. We cannot delay this too long. The base bid is  
1211 \$533,000, the trench drains which I strongly encourage we do is \$91,000, and the ribbon  
1212 curb which I also encourage because of the garbage trucks and large pickup trucks that go  
1213 off the edge of the alley will cause it to unravel and become a mess again. The grand total

1214 is \$647,200, subtracting the sod and pavement markings of \$68,500, gives a total of  
1215 approximately \$578,700.

1216 Ms. Kramer stated I did not see this earlier, but as I was reviewing it today, I noticed  
1217 he has traffic control costs of \$35,000 to block off the alleys. I do not know if you can go  
1218 back and see if maybe he does not understand we will not need flagmen but will just put  
1219 up barricades and notice the residents. Then he can do his work, so he does not have to do  
1220 expensive traffic control.

1221 Ms. Montagna stated I think he has to follow Osceola County guidelines, even though  
1222 it is an alley.

1223 Mr. Hamstra stated I have walked it a few times, and there is a lot of zipping around.  
1224 He has to make it safe for his workers, whatever that entails. With all the flooding these  
1225 past weeks, we have closed roads, but people still go around the barricades.

1226 Ms. Kramer stated broach that with him and ask.

1227 Ms. Kassel stated thinking about trying to save money by not marking the pavement  
1228 and not improving the turf and what that will mean for how things look.

1229 Mr. Hamstra stated sod will be done, but it will be done by Servello or someone else.

1230 Ms. Kassel stated that will have a cost. In other words, how much are we really saving  
1231 by getting someone else to do it and having to try to get that done at a separate time.

1232 Mr. Perez asked did he provide square footage on turf replacement?

1233 Ms. Kassel stated there is a contingency allowance for performance sod.

1234 Mr. Hamstra stated he has performance sod bahia at \$3.50 per square yard.

1235 Ms. Kassel stated it is \$3.25 per square yard according to table 1.

1236 Mr. Hamstra stated you may be looking at Mr. Teague's estimate versus CCI's bid.

1237 Ms. Kassel stated it says CCI is \$3.25 and the engineer's estimate is \$3.50 for bahia.

1238 Ms. Kramer stated you are right.

1239 Ms. Kassel stated St. Augustine is \$6.50 per square yard.

1240 Ms. Kramer asked do we have any bahia? I think that is all St. Augustine because it is  
1241 people's yards. So it would be \$6.50 per square yard.

1242 Ms. Kassel stated it is \$32,900, as what they have, 5,000 square feet of St. Augustine.

1243 Ms. Kramer stated as far as the markings, most of our alleys do not have markings.

1244 Ms. Kassel stated they did. They had shoulder markings and arrow markings. They  
1245 may have worn off, but they all did.

1246 Ms. Kramer stated a lot of them in C-2 did not. Most of our alleys did not have side  
1247 markings. We have only two arrows in our whole alley. Is that something field services  
1248 can do? This is just painted on instead of thermoplastic. Can we lay an arrow down and  
1249 spray paint it or roll it out?

1250 Mr. Perez asked are you saying only two arrows?

1251 Mr. Hamstra stated there would be a lot throughout all the alleys.

1252 Ms. Kramer stated it depends if we want lines. I do not know that it is necessary to have  
1253 lines on every side. We have not had them for years.

1254 Ms. Kassel stated it is about \$19,000 for pavement markings.

1255 Mr. Perez stated we would not do that in-house.

1256 Mr. Leet stated maybe Mr. Hamstra can ask what it would be for just the entry and exit  
1257 pavement markings and not striping the whole thing, or is that already broken out?

1258 Ms. Kassel stated yes, six inches, 12 inches, and 24 inches. I think the 24 inches is the  
1259 stop bar.

1260 Mr. Hamstra stated yes.

1261 Ms. Kassel stated the six inches is probably the shoulder markings.

1262 Mr. Hamstra stated along the edge on both sides.

1263 Ms. Kramer stated field services just painted all the markings on our parking lots.

1264 Ms. Montagna stated yes, all the lines.

1265 Ms. Kramer stated it looked really good. They did a good job. I do not know if we can  
1266 go back and forth with him.

1267 Mr. Hamstra stated if we go back and forth, he may just pull his bid.

1268 Ms. Kassel stated my concern is, with or without, it is \$580,000 or \$650,000. If we do  
1269 this, it is considerably more than our reserve study called for. It is considerably more than  
1270 the engineer's estimate. Do we have that money really available? What will we have left if  
1271 we spend it for other reserve items? That is my concern.

1272 Ms. Kramer stated that is a concern. Also of concern is deferred maintenance, and we  
1273 will be coming up on another neighborhood that is right behind us, so the project gets  
1274 bigger and bigger. I do not know about damage, but larger potholes are starting to pop  
1275 open. Is there any way to defer the full paving, or grout the gaps and do a better job filling  
1276 the potholes? Or is that throwing good money after bad?

1277 Ms. Kassel asked what is your recommendation?

1278 Mr. Hamstra stated we keep doing plans, and they keep getting put on a shelf. My  
1279 reputation looks like a gold digger. I am also afraid that we keep putting bids on the street,  
1280 but we do not do anything with them. Contractors sooner or later will not bother because  
1281 it does take time for them to take Mr. Teague's plans, do the unit take off, and do the  
1282 paperwork. I am not trying to spend your money frivolously, but this was on your to-do list  
1283 before I was engaged two years ago. Here we are two years later. Things are going down.  
1284 The construction industry is crazy right now. Deferring just means it will get worse when  
1285 you eventually touch it. We do not want the bubble to burst because then we will have  
1286 bigger issues. I would like to see something get done. If we are just going to fill potholes  
1287 temporarily and put it back on the street a year from now, I think we are getting a bad  
1288 reputation that we do not do anything, and contractors catch wind of that. I have seen it for  
1289 a lot of cities I work for. They put projects on the street that come in higher than they  
1290 thought, and after a while, they do not get the turnout they want. Right now, contractors  
1291 are in good shape, work wise. If you want to table the sod and pavement markings, I can  
1292 talk with them about maintenance of traffic, but I am really worried that if we defer this  
1293 another month and discuss it in November, 60 days will come and go.

1294 Mr. Leet asked was it not 120 days?

1295 Mr. Hamstra stated no, he committed to 60 days.

1296 Ms. Montagna stated this is the only bid we have.

1297 Ms. Phillips stated regarding the sod and other items, it is expensive and maybe we can  
1298 get it done cheaper. But now we have to figure that out and do all that. Whereas if we hire  
1299 them, then they are responsible for it, and it should be done all at the same time, so we are  
1300 not disrupting everything to do another project. By the time we put the alleys back together  
1301 repaved, now homeowners will complain to us that their sod got ruined or something and  
1302 then we hire someone to replace it and figure out where it needs to be. They do this all the  
1303 time. If they do it as they go along, then it will all be done.

1304 Ms. Kramer stated this is a contingency, so it is like a not-to-exceed number.

1305 Mr. Hamstra stated I am not sure who will do it, but you will have an inspector out  
1306 there, who will submit a pay request. We have to verify the quantities, and he gets paid for  
1307 what he does. Sod is one of those items, because you just do not know until you get out  
1308 there.

1309 Ms. Kramer asked is the per-unit price reasonable?

1310 Mr. Perez asked what was the grand total of square footage?

1311 Ms. Kassel stated 5,000 square yards of St. Augustine at \$6.50 per square yard, for a  
1312 grand total of \$32,500.

1313 Mr. Perez stated that is \$1.38 per square foot. That is not bad.

1314 Mr. Hamstra stated I have seen \$1.50 to \$2.00.

1315 Mr. Perez stated obviously it is a lot of sod; 5,000 square feet is an acre.

1316 Ms. Kramer stated he may not use it all; it is a contingency.

1317

1318 Ms. Phillips made a MOTION to approve the bid from  
1319 Carr & Collier, Inc. for repaving the alleys in neighborhoods  
1320 C-1 and C-2, in the amount of \$647,200, which includes the  
1321 base bid and two alternates.

1322 Mr. Leet seconded the motion.

1323

1324 Upon VOICE VOTE, with all in favor, unanimous approval  
1325 was given to the bid from Carr & Collier, Inc. for repaving  
1326 the alleys in neighborhoods C-1 and C-2, in the amount of  
1327 \$647,200, which includes the base bid and two alternates.

1328

1329 Ms. Kassel stated it is a lot of money; it is more than twice what we anticipated.

1330 Ms. Kramer stated if we had done it three years ago.

1331 Ms. Kassel stated it would not have been that much less expensive.

1332 Ms. Kramer stated yes, it would. Bids came in about \$140,000.

1333 Ms. Kassel asked for C-1 and C-2, with the trench drain and ribbon curb?

1334 Ms. Kramer stated yes, for those neighborhoods, but not with trench drains and ribbon  
1335 curbs. Costs have gone up, and that is why we have to be careful about deferring  
1336 maintenance because you never know what lies ahead.

1337 Ms. Phillips stated that is why I think we bite the bullet on this one and keep our  
1338 improvements that we have made with maintenance going. Then in the future, we will not  
1339 have to swallow this bitter pill. That is how I look at it. How long do we expect these alleys  
1340 to last once they are done? Are we looking at 10 years or 20 years? A lot of them are 20  
1341 years old now.

1342 Ms. Kramer stated I think the reserve study had 15 or 17 years.

1343 Ms. Phillips stated then we will not need to do this for these neighborhoods again in  
1344 my lifetime.

1345

1346 **ii. Discussion of Estates Drainage**

1347 Mr. Hamstra stated at the last Board meeting, we briefly discussed the items identified  
1348 by camera work: joint repairs, pipe repairs, the gentleman who hired a fence contractor that  
1349 punctured the pipe to reroute that piping system, and from a maintenance point of view to  
1350 put some riprap and filter fabric around the 14 inlets. This contractor was only going to  
1351 hold his bid for 15 days, so we added a 20% contingency thinking you might do this work  
1352 next year. The whole estimate is \$159,000. I do not think it needs to be done right now.  
1353 The systems are deteriorating, but it is behind houses out of the rights-of-way in the woods.  
1354 It is not a public safety issue. If you had \$159,000 and do it now, that would be great, but  
1355 I do not think it has to be done now. the next rainy season, residents will be here again  
1356 complaining about standing water, mosquitoes, and why have you not done anything.

1357 Ms. Kramer stated that is really a design issue, not a maintenance issue.

1358 Mr. Hamstra stated that one couple, yes, unfortunately. I did talk with the contractor,  
1359 and he is willing to do it in pieces and still hold his price. He wants to do all the structure  
1360 repairs as one, and he is willing to come out twice for the pipeline repairs and still keep his  
1361 number. If we want to divide this into phase 1, phase 2, and phase 3, within reason—do  
1362 not stretch it out for two years—he is willing to hold his numbers.

1363 Ms. Kramer stated for the Board's understanding, I asked Mr. Hamstra to consider and  
1364 discuss with the contractor, if some of these are fixed now, they are running between two  
1365 houses, there will be no more construction in that area, so the likelihood of a construction  
1366 entity going back in and damaging them again is much less. I asked him to consider three  
1367 options. One, we do it all but then we put in some protective barriers or something that we  
1368 try to hold the construction industry's feet to the fire to protect them. Again, we are  
1369 gambling with some of these construction entities. Two, wait to do those projects that will  
1370 have construction impacts and just consider doing the piping areas that are already built  
1371 out on either side, so we are not looking at more construction damage.

1372 Mr. Hamstra stated you have two runs of pipe to be fixed only. You can ignore the one  
1373 with the puncture. Then you have several locations where the pipe into the inlets is  
1374 compromised. They can fix all those and fix the leaks because that will not be touched by  
1375 a builder. Once the homes are built, if you want to slip-line the pipes that are between the  
1376 houses, they can be done at that time. I owe Ms. Montagna a cost estimate for the pipe that  
1377 is punctured, to go after them versus routing it and fixing it. That is a separate \$50,000 or  
1378 \$60,000 repair, so it might be worth going after the fence contractor. I am not finished with

1379 that estimate yet, but you can fix the inlets for Phase 1, slip-line the two pipes when all the  
1380 houses are done for Phase 2, and then deal with the fence issue separately with Mr. Haber  
1381 or Mr. Eckert on how you want to handle that for Phase 3.

1382 Ms. Kassel asked what is the cost for Phase 1?

1383 Mr. Hamstra stated I will need to break that out. He gave me one number for doing  
1384 everything at the same time. I can extract that and provide it for the next Board meeting.

1385 Ms. Kramer asked will he hold the price for that long?

1386 Mr. Hamstra stated I think he is okay. I use him a lot, and he will not want to jeopardize  
1387 that.

1388 Ms. Kramer stated we will look for that going forward. As far as the fence puncture  
1389 issue, I will ask Mr. Haber to comment. We received a lot of information. We were able to  
1390 obtain the name of the fence company—Osceola Fence. We were able to obtain the survey,  
1391 which clearly shows the drainage easement down that side. For whatever reason, they offset  
1392 the fence on one side of the property to the edge of the drainage easement, but this one they  
1393 put it right down the middle of the drainage easement.

1394 Mr. Hamstra asked do you know how long ago that was done?

1395 Ms. Kramer stated six years ago, in 2016, immediately after the house was built. Our  
1396 preference would be to talk with the fence company and see if they will submit an insurance  
1397 claim to their insurer, and have it dealt with. I will ask Mr. Hamstra to work with Mr. Haber  
1398 and Mr. Eckert on that.

1399 Mr. Hamstra stated yes.

1400 Mr. Haber stated everything you just described sets forth the reasons why the District  
1401 would have a claim, against both the fence company and the homeowner. To the extent we  
1402 can address it informally with the fence company if it is currently operating and has a  
1403 successful business, hopefully they have good insurance to cover these types of claims.

1404 Ms. Kassel stated the fence company is still active.

1405 Mr. Haber stated when we look at options for deep pockets, I think the fence company  
1406 is our best option. We are happy to work with Mr. Hamstra to try to pursue that informally,  
1407 which is how it sounds like you want us to pursue. We may be back before you if we do  
1408 not have success to get some direction for the next step you want us to take.

1409 **D. District Attorney Report**

1410 Mr. Haber stated I had three items to address tonight, two of which have already been  
1411 addressed: the pipe issue, and the basketball court. I will have input for the RV lot later on

1412 the agenda. I am happy to give you my thoughts now, or under the District Manager's  
1413 report coming up. After the Board has discussed it, I can share my thoughts.

1414 Ms. Kassel stated I am happy to hear what he has to discuss now so we can let it  
1415 marinate until we get to the District Manager's report.

1416 Ms. Kramer stated I have one other thing, and we can discuss the RV storage lot where  
1417 it is rather than him opining before our discussion. That agenda item is the very next thing,  
1418 so they can merge together. I want to ask about this public records issue, which merges  
1419 into the RV storage lot, too. As I am hoping everyone noticed, they got the letter from the  
1420 County that was originally sent where they granted the planned development ("PD"), but  
1421 with a lot of specifications. I was unable to find that. I was able to receive it from the  
1422 County about 18 months ago because I had inquired of them as we were working toward  
1423 the Florida Gas Transmission agreement to keep the garden road and improve it. So I  
1424 received it from the County. When this issue came up, I had requested everything we might  
1425 possibly have from our public records, and they were unable to come up with this letter or  
1426 basically anything else dealing with the PD change and this interaction with the County.  
1427 They came up with nothing. This letter states on it that it was sent to a private email address  
1428 of a previous Board member. That brings up the question of what other things do we not  
1429 have, and should we be reviewing it. Was Mr. Haber able to look into that and see what  
1430 the obligation is to turn over all those records to us?

1431 Mr. Haber stated they are public records. They are records that deal with District  
1432 business, so they are public records, and we would have every right to request those records  
1433 from former Board members. The issue I discussed with Ms. Kramer, I have not yet had  
1434 the opportunity to definitively determine. The concern under the public records law is that  
1435 the holders of those records sometimes have the right to demand compensation or  
1436 something along those lines if we make that sort of demand.

1437 Ms. Kramer stated they should not have ever been held by him or have been going to  
1438 his private email server.

1439 Mr. Haber stated there is nothing illegal, *per se*, with something going to a private  
1440 server. The public records law says that regardless whether it goes to a public email address  
1441 or a private email address, that email is still a public record. Going to a private email  
1442 address does not shield that email from being a public record. I cannot definitely say, *per*  
1443 *se*, that the fact it went to a private server alone is somehow illegal or problematic. I would

1444 need to look more into that with respect to what the matter was, what representations may  
1445 have been made at the time, and the extent to which there should have been involvement  
1446 by your part rather than just that one Board member. The private email address alone, in  
1447 and of itself, is not illegal.

1448 Ms. Kramer stated but that is our record. It is the Harmony CDD's record.

1449 Mr. Haber stated in that instance, if it is work that the District paid for, then yes, I  
1450 believe it would be considered the Harmony CDD's record. That is the distinction, versus  
1451 something that particular Board member created to effectuate District business would also  
1452 be a public record that the District would have the right to. Whether or not you call it a  
1453 District record, if it is something the District contracted and paid for, then I think that is  
1454 the distinction, if that is the distinction you are looking for.

1455 Ms. Kramer stated I will ask Mr. Haber to look into this further. We need to make sure  
1456 that our public records are complete and in the proper storage areas.

1457 Ms. Kassel asked have we received everything we need from our previous counsel?

1458 Mr. Haber stated I know Mr. Eckert has worked on that, I think without success. At  
1459 this point, no, I do not believe he has received those.

1460 Ms. Kassel asked what is our recourse?

1461 Mr. Haber stated there are probably two. I will look at whatever agreements we may  
1462 have to see if it is a breach of an agreement. Under Florida public records law, the District  
1463 has recourse to force, through the courts, an obligation of this party to provide those  
1464 records. Forgive me because I have not been involved in that chain of communications.

1465 Ms. Montagna stated we have not received anything.

1466 Mr. Haber stated if they say no records exist, we would have to prove that is not the  
1467 case and that there are records. We would essentially have to sue him to force his records  
1468 to be provided.

1469 Ms. Kassel stated that would cost us extra money.

1470 Mr. Haber stated that is correct.

1471 Ms. Kramer asked what about a bar complaint? Would that be more encouraging for  
1472 him to provide the records?

1473 Mr. Haber stated that may be persuasive as far as getting him to comply. I think that  
1474 has the potential to get some action on his part, but I cannot guarantee it. If he is strong to  
1475 his position that no records exist, I think he would tell the bar that it is not a valid complaint

1476 because there are no records to be provided. Frankly, that would be his position in the  
1477 lawsuit, as well. We will have to see where that goes.

1478 Ms. Kassel stated I will ask you to have an update provided on the status of that for the  
1479 November meeting.

1480 Mr. Haber stated yes, we will make sure you have an update on the status, and we will  
1481 provide a detailed recommendation on steps to try and get those records if they have not  
1482 been provided.

1483 Mr. Leet stated while we are discussing public records, we had a request at the last  
1484 meeting, as well, for the records requirement as it pertains to providing videos on the  
1485 website. I will ask that is brought up at the November meeting under the attorney's report,  
1486 as well.

1487 Mr. Haber asked is that related to whether or not we have an obligation to provide  
1488 closed captioning?

1489 Ms. Montagna stated yes, everything related to putting a video on our website has  
1490 already been established. What Mr. Leet also asked, that Mr. Eckert was going to research,  
1491 is if putting the videos on YouTube has the same requirements. As far as putting them on  
1492 the District's website, that has already been established; yes, you have to make sure they  
1493 are ADA compliant, including closed captioning and normal requirements for sight- and  
1494 hearing-impaired persons. I think the question Mr. Eckert was looking into was YouTube.

1495 Mr. Haber stated we will provide an update on that research. You are 100% correct; if  
1496 you were to put it on the District's website, then ADA accommodations are required.

1497 Ms. Kramer stated I spoke with someone quite high up at Microsoft, and they said if  
1498 you use Teams instead of Zoom, they have a great transcription service that is better than  
1499 what you see on television, and it meets all the ADA requirements, if that helps. Ms.  
1500 Montagna is checking to see if we have Teams through our Microsoft email accounts.

1501 **E. District Manager Report**

1502 **i. Discussion of RV Lot**

1503 **i. Cost Analysis**

1504 Mr. Haber stated I reviewed this issue. Florida law—Chapter 190, Florida Statutes—is  
1505 very straightforward that a community development district, even though it is a unit of  
1506 government itself, does not have any right over any other private property owner to use its  
1507 property in a way that violates code, ordinances, or in this case, the planned unit  
1508 development (“PUD”). To the extent that any use of the property is a violation of the PUD,

1509 that is just as problematic for the District as it would be for any other property owner. In  
1510 reviewing it and looking at the PUD documents, it appears that some of the present uses of  
1511 the property, namely the RV storage and use of the property for the staff trailer, are  
1512 inconsistent with the authorized uses under the PUD.

1513 Ms. Kramer stated the staff trailer is like a maintenance facility.

1514 Mr. Haber stated if the District continues to use that property for those purposes without  
1515 complying with the approvals that were provided in the most recent zoning approval, there  
1516 are various enforcement mechanisms the County has available to it against the District for  
1517 using the property in a way that is in violation of the PUD. Those range from penalties or  
1518 fines per day, to a lawsuit to require the District to cease from using the property. At the  
1519 most extreme level, there are criminal penalties for using the property in a way that is  
1520 inconsistent with the code or the PUD. Our recommendation is that the District not use the  
1521 property in a way that is not permitted, either by code or the PUD.

1522 Ms. Kramer stated I suggest we make a decision tonight.

1523 Ms. Montagna stated yes, you need to make a decision tonight about what you are going  
1524 to do, which are obviously two choices: shut it down, or make the changes the County  
1525 required you to make. That is where you are first, and we know those prices came in high.

1526 Mr. Hamstra stated there are still about four or five outstanding comments we have to  
1527 address, such as renaming the road officially.

1528 Ms. Montagna asked were the costs about \$400,000? Was it more than that?

1529 Mr. Hamstra stated I do not recall off the top of my head.

1530 Ms. Kassel stated we have a third option, which is to not do anything and wait until the  
1531 County tells us we have to stop doing what we are doing.

1532 Ms. Kramer stated the penalties can be severe. Are there any liability issues if we  
1533 continue to take people's monies to park in an illegal lot?

1534 Mr. Haber stated regarding liability in taking their money, I think that to the extent  
1535 someone or their property got injured while using the storage facility, and the storage  
1536 facility was not legally permitted, I think any lawyer would focus on that as far as the  
1537 exposing and claiming the level of liability the District might have for their client because  
1538 we were essentially holding ourselves out to being able to do something that we were not  
1539 legally permitted to do. I think that exacerbates the claim that any user of this facility may  
1540 have against the District, should such cause of action arise.

1541 Ms. Montagna stated I will ask the Board what direction you want to take: shut it down,  
1542 make the required improvements that Osceola County, or leave it as is and possibly face  
1543 the penalties for doing so.

1544 Ms. Phillips stated I would say to shut it down. I have been against it from the  
1545 beginning. A lot of traffic goes through there, and kids do things in that area. I see kids  
1546 going back there trying to have fun or have a party. If something catches on fire, the next  
1547 thing you know, we are in trouble from a bunch of avenues. We have already had theft  
1548 back there. I do not see any benefit to us in anyway. There are storage facilities in town. It  
1549 is a few miles to drive to their unit. I feel bad, but the risk to us is too great, I believe.

1550 Mr. Leet stated we have retained ownership of that property. In the future, especially  
1551 as neighborhood M comes online, there might be a more economical way we can have  
1552 access to that street and look at it in the future. As of now, I think the cost of that versus  
1553 the benefits and the very long time it would take for us to see the cost recouped, I think we  
1554 close it down.

1555 Ms. Kramer stated I am in agreement. I am very opposed to continuing without proper  
1556 approvals and upgrades. We tried diligently to do it and keep this, but the cost is too great  
1557 for the limited number of people that it benefits. It also puts us in competition with private  
1558 enterprises down the road. The bigger issue for me is the liability. It is very concerning.  
1559 We are already on the wrong side of the County, but continuing that worries me.

1560 Mr. Leet stated we discussed the RV lot, but we also have a maintenance trailer.

1561 Ms. Kramer stated we will discuss that next.

1562 Ms. Phillips asked does the garden stay?

1563 Ms. Kramer stated the garden did not even need a PD amendment, and it did not need  
1564 any upgrades for anything.

1565 Mr. Leet asked does that include the small shed and anything associated with the  
1566 garden?

1567 Ms. Kramer stated yes, anything associated with the garden is considered recreational  
1568 open space, and the County was extremely clear that the garden is a fine use. They love it  
1569 down there, and it met all their requirements.

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Ms. Kramer made a MOTION to close down the RV lot, refund everyone's money on a prorated basis, and keep the property for possible future use when a less expensive form of access is available.  
Ms. Phillips seconded the motion.

Ms. Phillips asked do we need to put a date on this?

Mr. Leet asked what does that look like? Do we have 30 days to get our stuff out?

Ms. Kassel asked why not give people to the end of the year?

Ms. Kramer stated I think that is an excellent idea because they will have to make arrangements, and it would be irresponsible to do otherwise.

Ms. Phillips asked would it be within something we are allowed to do to approach another storage facility to tell them we are shutting down our storage facility and requesting a discount for moving all our people?

Ms. Kramer stated no, they will need to make their own arrangements.

Mr. Leet stated we cannot do that as a governmental entity.

Ms. Phillips stated I was suggesting we do it as an informational thing to ask if they would offer a discount, nothing formal.

Ms. Kramer stated we do not want to be seen as encouraging one business over another.

Ms. Phillips stated I did not think about that.

Ms. Kramer AMENDED the motion to close down the RV lot effective December 31, 2022, refund everyone's money on a prorated basis, and keep the property for possible future use when a less expensive form of access is available.  
Ms. Phillips seconded the amendment.

Upon VOICE VOTE, with all in favor, unanimous approval was given to close down the RV lot effective December 31, 2022, refund everyone's money on a prorated basis, and keep the property for possible future use when a less expensive form of access is available.

Ms. Kramer stated staff will need to contact all the owners so they will have plenty of time.

Ms. Kassel stated and refund their money.

Ms. Montagna stated yes.

1612           ii. **Manager's Updates**

1613           Ms. Montagna stated looking into the rights-of-way, there was mention that on the  
1614 website was an interlocal agreement with Osceola County about the rights-of-way. There  
1615 is no interlocal agreement. The District does not have an interlocal agreement with the  
1616 County regarding those rights-of-way. You do have other interlocal agreements, such as  
1617 with the school board and a couple other ones, but not one with the County. I am not sure  
1618 how that language got put on the website or why it was. There is no link to an actual  
1619 interlocal agreement, which would have been helpful. We are still looking into it, but we  
1620 cannot find one. I actually called Osceola County, as well. We do not know when or how,  
1621 but we cannot find any such agreement to date. I will let Mr. Leet know either way at least  
1622 by next week so we can remove that language from the website. The Board asked me to  
1623 look into harmonyfl.com to see if the domain was available. The site is not live or active,  
1624 but the name is taken. You could hire a broker, like GoDaddy. The fee starts at about \$70  
1625 to see if they are willing to give up the domain name, but that is about it for that task. I  
1626 want to ask one thing. When we brought up the standard operating procedures last month  
1627 and we made changes to it, I thought I made it clear, but in reviewing the minutes, it was  
1628 not necessarily clear when I discussed having a pre-call, which would happen the Friday  
1629 before the Board meeting. Typically, it is myself, legal counsel, the engineer, field, Ms.  
1630 Brenda Burgess, and the Chair, if we need a call. Obviously, we do not want to expend  
1631 legal or engineering dollars unless it is absolutely needed, and that call is to discuss  
1632 anything on the agenda. Apparently in my verbiage regarding that motion, I left out that  
1633 the Chair was involved. I did not know if someone had an objection to that. I thought I  
1634 made it clear, but in the minutes, it was not clear. Is the Board clear on that?

1635           Ms. Kassel stated yes, I thought you mentioned it.

1636           Ms. Montagna stated I thought so, too. Ms. Kramer did not attend the last one.

1637           Ms. Kramer stated out of an abundance of caution.

1638           Ms. Montagna stated Ms. Kramer did not think it was clear, and we wanted to make  
1639 sure and confirm that I did include the Chair on the pre-meeting calls.

1640           Ms. Kassel stated we need to discuss the field services trailer.

1641           Ms. Kramer stated yes, we need to address that, since that is also not a permitted use,  
1642 mainly because we need to have road service that will accommodate fire trucks, it does not  
1643 have sewer service, which I do not think we would ever get permitted through the County,  
1644 and it does not have potable water.

1645 Ms. Kassel asked did Ms. Kramer speak with the developer for the apartments and they  
1646 were willing to accommodate this?

1647 Ms. Kramer stated I did, and they have gone off the radar. I think they are holding it  
1648 for investment purposes now. We do have the land. It is properly zoned in the PD for a  
1649 maintenance facility. In fact, it even speaks to a field service maintenance facility on that  
1650 U-1 or U-2 tract. We can put it back in the corner next to the fenced-in utility area, or we  
1651 can put it in front next to what used to be the welcome center on that section of the parcel.

1652 Ms. Kassel asked is there water and sewer?

1653 Ms. Kramer stated yes, in both locations.

1654 Mr. Leet stated it has to be within our boundaries.

1655 Ms. Kramer stated that is correct. We will need to do some site planning. We probably  
1656 do not want to move the same trailer. We probably want something more attractive since  
1657 it will be more visible in the community. Does Mr. Hamstra do this, as far as site planning  
1658 for a new maintenance facility in that other location? Or do we need to get with RJ Whidden  
1659 or someone?

1660 Mr. Hamstra stated honestly, you are better off with a land development company. We  
1661 could do it, but I do not think we would be as cost effective as civil firms that do true land  
1662 development work, if zoning changed or land use.

1663 Ms. Kramer stated we are good for zoning.

1664 Ms. Phillips asked where is that piece of property?

1665 Ms. Kramer stated Mr. Leet might be able to put it on the Zoom screen. The District  
1666 Manager can start that process of designing and site planning, if we are in agreement we  
1667 should look at that. I do not know any other property the District owns that would be  
1668 suitable. Do any other Board members know of any property or location that would have  
1669 the proper PD designation already in place?

1670 Ms. Kramer pointed out the locations discussed on a map.

1671 Ms. Kramer stated the nice thing about either of those two locations is, you already  
1672 have County-owned and County-operated street access, and water and sewer.

1673 Ms. Montagna stated I can reach out to development companies and get some proposals  
1674 to bring back to the Board.

1675 Ms. Phillips asked will it be a building with a big garage door and an office in the back  
1676 type of setup?

1677 Ms. Kramer stated we can look at the differences between costs or if the County will  
1678 allow us to put in some sort of modular building, or if we want to do a site build.

1679 Ms. Phillips stated I was thinking of a garage to put all their equipment.

1680 Ms. Kramer stated that would be wonderful because then it would be more secure.  
1681 Again, costs will drive the decision based on the contracts we have approved tonight.

1682 Ms. Kassel asked is it possible to table new business matter to the next meeting? Some  
1683 might need a lot of explanation.

1684 Ms. Montagna stated the accountants are participating via Zoom, and we are under a  
1685 deadline for the Board to approve a budget amendment. The Board needs to approve those  
1686 two items, at a bare minimum.

1687 Ms. Kramer stated we can table the rest of the items. Do we want to consider a motion  
1688 to start the relocation of the maintenance trailer?

1689 Mr. Leet asked does that require a motion?

1690 Ms. Montagna stated it does not require a motion. You are just asking me to do the  
1691 research and bring it back to the Board. At that point, you will make a decision.

1692

1693 **SIXTH ORDER OF BUSINESS** **New Business**

1694 **A. Resolution 2023-01, Amending the Fiscal Year 2022 Budget**

1695 Ms. Montagna stated the Board was provided with a revised budget amendment that  
1696 basically breaks down the general reserve fund and the general fund budget. I know there  
1697 were some questions and some not understanding how it breaks down and how you follow  
1698 it. The accountants are on the phone.

1699 Ms. Kassel stated going through this document, \$43,000 was changed from \$62,000  
1700 because we removed \$20,000 to the reserve fund. Then the next changes are operating  
1701 transfers out. Explain to us what that means, where that money came from, and where it is  
1702 going. Total operating transfer out is \$608,706. For clarification, where is that money  
1703 coming from, where is it going, and why is it that number?

1704 Mr. McAden stated the financials for September show a transfer out. The \$608,706  
1705 really just reflects the variance between the amount budgeted for a transfer out and the  
1706 amount that was actually transferred out. It represents the difference between \$675,246 and  
1707 \$66,540.

1708 Ms. Kassel asked when you say transfer out, can you explain to everyone listening it  
1709 was transferred from where to where?

1710 Mr. McAden stated at an earlier Board meeting, the Board decided to create a reserve  
1711 fund and essentially seed the balance at \$1.1 million. That was done in two parts. The first  
1712 part was taking reserve funds from the general fund of three items, which are highlighted.  
1713 These three items added up to \$324,754, which is a reserve fund balance that was in the  
1714 general fund. That is the first value that was moved from the general fund to the reserve  
1715 fund. Technically items B and C are the general fund reserve. The second portion of that  
1716 is the part I just mentioned, the \$675,246. That portion was a transfer out of the general  
1717 fund into the reserve fund. Those two values combined make up the \$1 million in “seed  
1718 money” for the general fund reserve. It came from the general fund into this general fund  
1719 reserve, and that is what was transferred out.

1720 Ms. Kassel stated explain to us the \$608,706 coming from the general fund.

1721 Mr. McAden stated let me correct you. The \$608,706 is a variance. You will see four  
1722 headers. The fourth column shows the variance, either favorable or unfavorable. The fourth  
1723 column just shows the difference between what was budgeted and what you actually did.  
1724 To understand the amount that was actually transferred, you will look at that third column  
1725 where it says year-to-date actual. What was actually transferred was \$675,246.

1726 Ms. Kassel stated that was transferred out of the general fund into the general fund  
1727 reserve.

1728 Mr. McAden stated yes.

1729 Ms. Kassel asked that means our fund balance that ended the year for the general fund  
1730 was not \$1.1 million but was -\$651,706? That is a \$1.5 million difference. The final budget  
1731 number is \$477,751. I now see the variance and current budget. Is this for 2022?

1732 Ms. Montagna stated yes, as of September 30, 2022.

1733 Mr. McAden stated you are looking for your ending fund balance.

1734 Ms. Kassel stated yes.

1735 Mr. McAden stated on the statement of revenues, expenditures, and changes in fund  
1736 balance with the highlighted letters, the ending fund balance is \$547,006, which represents  
1737 capital that came in to the general fund reserve minus the expenditures that took place  
1738 during the course of the year.

1739 Ms. Kassel stated this is the number we have in the general fund reserve for repaving  
1740 the alleys, doing the pipe work, and so forth.

1741 Ms. Montagna stated that is correct.

1742 Ms. Kassel stated I am confused why if the budget as it was had a positive of \$1,129,457  
1743 and the proposed amendment will bring it down to -\$651,706, which is a \$1.5 million  
1744 difference, but it is only a \$156,879 difference in the variance column. I am still confused  
1745 by this. What is the difference between current budget and final budget? It is columns one  
1746 and three.

1747 Mr. McAden asked are you looking at the adopted budget?

1748 Ms. Kassel stated no, this is the document we received within the package that included  
1749 first a letter from Ms. Helena Randel and it is the general fund.

1750 Ms. Kramer stated it is titled “proposed budget amendment.”

1751 Ms. Kassel stated it is the last page, the last line, on the third page of the general fund  
1752 proposed budget amendment, for the period ending September 30, 2022. It has five  
1753 columns: first column is current budget, second column is proposed amendment, third  
1754 column is final budget, fourth column is year-to-date actual, and fifth column is variance.  
1755 I do not understand what current budget is or what final budget is.

1756 Mr. McAden stated in most cases, we have two separate columns, one showing the  
1757 current budget and one showing the final budget. The final budget reflects any changes that  
1758 were made, such as amendments or budget adjustments that may have taken place from the  
1759 time the budget was adopted to the current period. The adopted budget—the original  
1760 budget value—is what you approved prior to your fiscal year.

1761 Ms. Kassel stated I think I get it. The current budget is what we said where we were,  
1762 and the proposed amendment is what we are reducing from that to give us the \$477,751.

1763 Ms. Montagna stated that is correct.

1764

Ms. Kassel made a MOTION to approve Resolution 2023-01 amending the budget for fiscal year 2022, as presented.  
Mr. Leet seconded the motion.

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Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-01 amending the budget for fiscal year 2022, as presented.

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1773 **B. Motion to Assign Fund Balance**

1774 Ms. Montagna stated I will ask the Board to enter a motion to assign fund balance as  
1775 of September 30, 2022, which the Board wanted to move into an operating reserve account.  
1776 The amount is \$439,517.

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Mr. Leet made a MOTION to assign fund balance as of September 30, 2022, as presented.  
Ms. Phillips seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to assign fund balance as of September 30, 2022, as presented.

**SEVENTH ORDER OF BUSINESS**                      **Old Business**

**A. Informational Signs**

This item having been tabled until the November meeting, the next item followed.

**B. Discussion of Donation of Royal Poinciana Tree** (*Nancy Snyder*)

This item having been tabled until the November meeting, the next item followed.

**C. Proposal for Removal of Concrete Pads Around Oak Tree** (*Pocket Park in Primrose Willow-Beargrass-Schoolhouse Alley Triangle*)

This item having been tabled until the November meeting, the next order of business followed.

**EIGHTH ORDER OF BUSINESS**                      **Supervisors' Requests**

There being none, the next order of business followed.

**NINTH ORDER OF BUSINESS**                      **Adjournment**

On MOTION by Ms. Kassel, seconded by Ms. Phillips, with all in favor, the meeting was adjourned at 9:05 p.m.

  
Secretary/Assistant Secretary

  
Chair/Vice Chair