

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**DECEMBER 15, 2022  
AGENDA PACKAGE**

**Jones Homes  
3285 Songbird Circle, St. Cloud, FL 34773**

**Zoom: <https://zoom.us/j/4276669233>**

Call-in: **929-205-6099** Meeting ID: **4276669233#**  
Access Code: **4276669233** (“Harmony CDD”)



**313 CAMPUS STREET  
CELEBRATION, FLORIDA 34747**

# Harmony Community Development District

## Board Members:

Teresa Kramer, Chair  
Daniel Leet, Vice-Chair  
Kerul Kassel, Assistant Secretary  
Jo Phillips, Supervisor  
Dane Short, Supervisor

## Staff:

Angel Montagna, District Manager  
Sean Israel, District Manager  
Michael Eckert, District Counsel  
David Hamstra, District Engineer  
Brett Perez, Area Field Director

## Meeting Agenda

Thursday, December 15, 2022 - 6:00 pm

- 
1. **Call to Order and Roll Call**
  2. **Audience Comments** (*Limited to a Maximum of 3 Minutes*)
  3. **Oath of Office to Newly Elected Board Members**
  4. **Resolution 2023-03, Designating Officers of the District** .....Page 3
  5. **Discussion of Landscape Services Request for Proposals** (*under separate cover*)
  6. **Contractor Reports**
    - A. Servello
      - i. #7325, Installation of Annuals Proposal .....Page 8
      - ii. Plant Renderings at Ashley Pool Proposal .....Page 11
      - iii. #7400, Leaf Removal .....Page 17
      - iv. Sod Proposal for Right of Way (*under separate cover*)
  7. **Staff Reports**
    - A. Field Manager Report .....Page 22
      - i. Proposals for District Vehicles
        - a. Global Turf Equipment #16746 .....Page 70
        - b. Global Turf Equipment #16747 .....Page 71
        - c. Advantage Golf Cars Inc. #85569 .....Page 72
        - d. Advantage Golf Cars Inc. #85568 .....Page 73
        - e. Wesco Turf #/11439 .....Page 74
      - ii. Ratification of Advantage Golf Cars Inc. #85569 .....Page 75
      - iii. Proposals for Gravel and Grading of Garden Road (*under separate cover*)
    - B. District Engineer Report
    - C. District Counsel Report
      - i. Update on AAA Basketball Resurfacing Project
    - D. District Manager's Report .....Page 76
      - i. Discussion of Field Services Locations .....Page 78
  8. **Consent Agenda**
    - A. Minutes for November 17, 2022, Regular Meeting .....Page 84
    - B. November 2022 Financial Statements .....Page 239
    - C. November 2022 General Ledger Detail .....Page 254
    - D. #271 Invoices and Check Register (*Invoices Available Upon Request*) .....Page 263
  9. **New Business Matters**
    - A. Discussion of Harmony CDD Face Book Page
    - B. Discussion of Billy's Trail .....Page 267
    - C. Discussion of Agenda Cover Sheet for Supervisors .....Page 269
    - D. Discussion of CDD Communication to Residents
  10. **Old Business**
    - A. Discussion of RV Lot Closure/PD Requirements
    - B. Discussion of the Donated Royal Poinciana Tree
  11. **Supervisors' Requests**
  12. **Adjournment**

*The next meeting is scheduled for Thursday, January 26, 2023*

## District Office:

313 Campus Street  
Celebration FL 34747  
407-566-1935  
[www.harmonycdd.org](http://www.harmonycdd.org)

## Meeting Location:

3285 Songbird Circle  
St. Cloud, FL 34773

Participate Remotely: Zoom <https://zoom.us/j/4276669233>  
OR dial 929-205-6099, ID 4276669233

# **Section 4**

## **Resolution 2023-03**

**RESOLUTION 2023-03**

**A RESOLUTION DESIGNATING OFFICERS OF THE  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Harmony Community Development District at a regular business meeting following the General Election desires to appoint the below recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE HARMONY COMMUNITY  
DEVELOPMENT DISTRICT:**

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Angel Montagna</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
<u>Angel Montagna</u>	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS, 15<sup>TH</sup> DAY OF DECEMBER, 2022.

\_\_\_\_\_

Chairman

\_\_\_\_\_

Secretary



# **Section 5**

## **Landscape Request for Proposals**

**(under separate cover)**

# **Section 6**

## **Contractor Reports**

# **Subsection 6A**

**Servello**

**Subsection 6Ai**

**Proposal #7325**



261 Springview Commerce Drive  
DeBary, FL 32713  
Telephone 386-753-1100  
Fax 386-753-1106

# Proposal

Date	Proposal #
11/15/2022	7325

## Submitted To

### Harmony CDD

Brett Perez  
210 North University Drive Suite 702  
Coral Springs, FL 33071

## Project

Harmony CDD  
7360 Five Oaks Dr.  
Harmony, FL 34773

## Scope

*We propose to furnish the following scope of work to complete Harmony CDD.*

## Seasonal Annuals

The installation of 1,600 standard annuals. Premium or Specialty annuals will require a separate proposal.

Description	Quantity	Unit	Price
Seasonal Annuals	1,600.00	ea	3,440.00

## Subtotal Seasonal Annuals

3,440.00

## Project Total

\$3,440.00

**Proposal # 7325**

**Project Total**

\$3,440.00

**Terms & Conditions**

Plant material is guaranteed for controllable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: <u>Scottie Feliciano</u>	<u>11/15/2022</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Harmony CDD	Date

The above prices, specifications and conditions are accepted. **Not valid after 30 days.** Full payment is due upon completion. **All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**

# **Subsection 6Aii**

## **Plant Renderings**



261 Springview Commerce Drive  
DeBary, FL 32713  
Telephone 386-753-1100  
Fax 386-753-1106

# Proposal

Date	Proposal #
04/20/2022	6611

## Submitted To

### Harmony CDD

Brett Perez  
210 North University Drive Suite 702  
Coral Springs, FL 33071

## Project

Harmony CDD  
7360 Five Oaks Dr.  
Harmony, FL 34773

## Scope

*We propose to furnish the following scope of work to complete Harmony CDD.*

## Bedding Plants

Location: Ashley Pool

Add/remove declining plant material around the outside of the pool and in front of the white gate.

On the outside left of pool, fill in the missing Viburnum along the fence and remove the hedge in front along with adding new plant material.

Benches area, remove existing plant material and install new.

Outside right side of pool, remove existing plant material and install new.

Inside of pool, fill in missing plant material.

Description	Quantity	Unit	Price
Outside left of pool			0.00
Demo/bed prep	1.00	Ea	1,350.00
Viburnum Suspensum	6.00	7G	297.00
Trinette	15.00	3G	248.25
Benches area			0.00
Trinette	66.00	3G	1,098.90
Big Blue Liriope	180.00	1G	1,197.00
Carissa Holly	65.00	3G	1,082.25
Circle island in front of pool			0.00
Trinette	25.00	3G	416.25
Big Blue Liriope	114.00	1G	758.10
Outside right side of pool			0.00
Big Blue Liriope	60.00	1G	399.00



## Harmony CDD

### Bedding Plants

Location: Ashley Pool

Add/remove declining plant material around the outside of the pool and in front of the white gate.

On the outside left of pool, fill in the missing Viburnum along the fence and remove the hedge in front along with adding new plant material.

Benches area, remove existing plant material and install new.

Outside right side of pool, remove existing plant material and install new.

Inside of pool, fill in missing plant material.

Description	Quantity	Unit	Price
Trinette	50.00	3G	832.50
Inside of pool			0.00
Trinette	26.00	3G	432.90
Croton "Mammy"	20.00	3G	333.00
Indian Hawthorn	29.00	3G	482.85
Big Blue Liriope	60.00	1G	399.00
Hibiscus	1.00	7G	49.50
Viburnum "Awabuki"	5.00	15G	675.00
Irrigation NTE	1.00	ea	2,175.00
Dump Fee	1.00	ea	150.00

#### Subtotal Bedding Plants

12,376.50

#### Project Total

\$12,376.50

**Proposal # 6611**

**Project Total**

\$12,376.50

**Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: <u>Pedro Betancourt</u>	<u>4/20/2022</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Harmony CDD	Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

**All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**









**Subsection 6Aiii**

**Proposal #7400**



261 Springview Commerce Drive  
DeBary, FL 32713  
Telephone 386-753-1100  
Fax 386-753-1106

# Proposal

Date	Proposal #
12/07/2022	7400

## Submitted To

### Harmony CDD

Brett Perez  
210 North University Drive Suite 702  
Coral Springs, FL 33071

## Project

Harmony CDD  
7360 Five Oaks Dr.  
Harmony, FL 34773

## Scope

*We propose to furnish the following scope of work to complete Harmony CDD.*

### Leaf Clean Up

Leaf removal in front of residences homes on Five Oaks Dr., Cat Brier Trail and Schoolhouse Rd.

Description	Quantity	Unit	Price
Labor - Leaf cleanup	1.00	Ea	1,530.00
Dump fee	1.00	Ea	75.00

### Subtotal Leaf Clean Up

1,605.00

### Project Total

\$1,605.00

**Proposal # 7400**

**Project Total**

\$1,605.00

**Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: <u>Scottie Feliciano</u>	<u>12/7/2022</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Harmony CDD	Date

The above prices, specifications and conditions are accepted. **Not valid after 30 days.** Full payment is due upon completion. **All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.**



# **Subsection 6Aiv**

## **Right of Way**

**(under separate cover)**



# **Section 7**

## **Staff Reports**

# **Subsection 7A**

## **Field Report**

# DECEMBER 2022 FIELD INSPECTION

Harmony CDD

Tuesday, December 6, 2022

Prepared For Board Supervisors

63 Items Identified



### Item 1 - Bluesteam 6981

Assigned To Servello

Area needs attention, plants over growing, sidewalk covered partially.



### Item 2 - Cat Brier Tr. Gazebo

Plants needs to be attentions, hard quantity of leaves in the mulch area.





### Item 3 - Cat Brier Tr. Park

Assigned To Servello

Over growing plants.



### Item 4 - Cat Brier Tr. Between Golf Course

Assigned To Servello

Palmettos needs attention, reference location at 3320 Cat Brier Tr, golf course side.





### Item 5 - Cat Brier Tr. Between Golf Course

Assigned To Servello

Ant mounds, reference location at 3358 Cat Brier Tr. Between Golf Course.



### Item 6 - Five Oaks Dr. with Cordgrass Pl.

Assigned To Servello

Left and right needs attention.



### Item 7 - Five Oaks Dr. Roundabout

Assigned To Servello

Bushes needs to be the hedges.



### Item 8 - Five Oaks Dr. West

Assigned To Servello

The bushes needs hedges,  
throughout West Entrance Five Oaks.





### Item 9 - Easement Cordgrass Pl.

Assigned To Servello

Tall grass throughout Cordgrass Pl easements, needs attention.



### Item 10 - Milkweed With West Five Oaks Dr.

Assigned To Servello

Milkweed corner with west Five oaks, needs attention, death palm tree leaves and different plant growing in the palm tree.





### Item 11 - Behind Harmony Sign - West Entrance

Assigned To Servello

Tall grass behind Harmony West entrance sign, right side.



### Item 12 Behind Fence US-192 (West)

Tall grass behind the fence; throughout US-192, need attention.



### Item 13 - West Fence US-192

Assigned To Servello

Palmettos needs attention, fence US-192.



### Item 14 - West Entrance Five Oaks Dr.

Assigned To Servello

Bushes needs to be trimmed .





### Item 15 - West Fence US-192

Assigned To Servello & Inframark  
Ant mounds and fences needs pressure washing.



### Item 16 - Behind Harmony Sign - West Entrance

Assigned To Servello  
Tall grass behind the west Harmony entrance, need attention.



### Item 17 - Behind West Fence US-192

Assigned To Servello

Tall grass behind the fence in US192, needs attention.



### Item 18 - Behind West Fence US-192

Assigned To Servello

Tall grass behind and between the fence US-192.





**Item 19 - West Side Little Blue Ln.**

Assigned To Servello

Dead tree, proposal requested and waiting.



**Item 20 - 6806 Little Blue Ln.**

Assigned To Servello

6806 Little Blue Ln Leaned tree, proposal requested and waiting.



### Item 21 - 6802 Little Blue Ln.

Assigned To Servello

6802 Little Blue Ln. Leaned tree, proposal requested and waiting.



### Item 22 - Clay Brick Rd. Tunnel

Assigned To Servello

Plants needs to be trimmed up and clean the area.





### Item 23 - West Entrance

Assigned To Servello

Palm tree needs attention.



### Item 24 - West Entrance

Assigned To Servello

Dried plants.



### Item 25 - West Entrance

Assigned To Servello

Dried fire crackers.



### Item 26 - Ashley Park

Assigned To Servello

Dried grass.





### Item 27 - Ashley Pool

Assigned To Servello

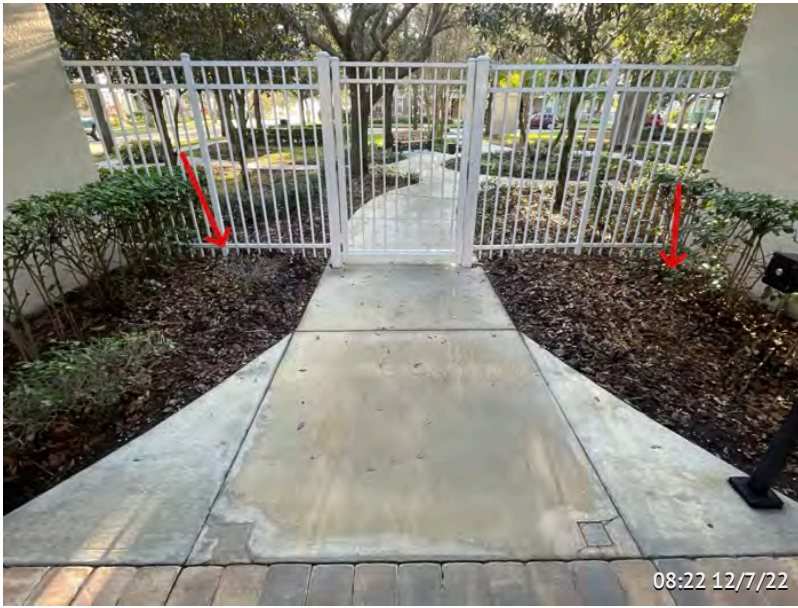
The tree branches needs to be trimmed up.



### Item 28 - Ashley Pool

Assigned To Servello

Garden needs attention.



### Item 29 - Ashley Pool

Assigned To Servello

Dead plant and empty spots.



### Item 30 - Ashley Pool

Assigned To Servello

The tree branch needs to be trimmed up.





### Item 31 - Ashley Pool

Assigned To Servello

The tree branches needs to be trimmed up, branches are touching the shade cover and the pergola.



### Item 32 - Clay Brick Rd. Wall

Assigned To Inframark

Wall needs pressure washing.



### Item 33 - Swim Club

Assigned To Servello

Plants needs attention.

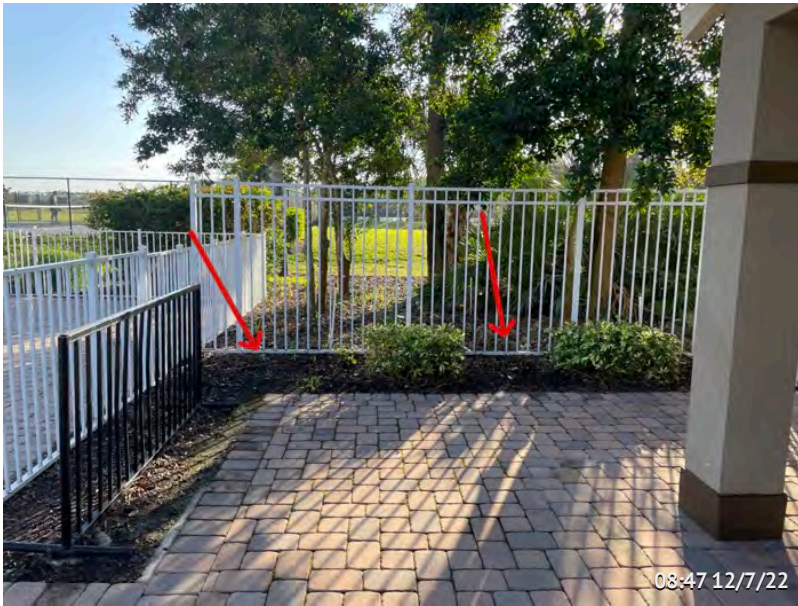


### Item 34 - Swim Club

Assigned To Servello

The tree branch needs to be trimmed up, are touching the pergola.





### Item 35 - Swim Club

Assigned To Servello  
Empty spots.



### Item 36 - Swim Club

Assigned To Servello  
Garden needs attention, weeds  
growing between mulch and the  
palmetto have dried leaves.



### Item 37 - Swim Club

Assigned To Servello

Garden needs attention, dead leaves and weeds growing between plants.



### Item 38 - Swim Club

Assigned To Servello

The palm trees needs attention, dead leaves.





### Item 39 - Swim Club

Assigned To Servello

Weeds growing in areas that needs mulch.



### Item 40 - Swim Club

Assigned To Servello

The palm trees needs attention, dead leaves.



#### Item 41 - Swim Club

Assigned To Servello

The tree branches needs to be trimmed up, are touching the pergola.



#### Item 42 - Swim Club

Assigned To Servello

Tree Removal proposal requested and waiting.





#### Item 43 - Swim Club

Assigned To Inframark

Gate and fence needs paint and signs replacement.



#### Item 44 - East Entrance Tower

Assigned To Servello

Empty spots.



#### Item 45 - East Entrance Tower

Assigned To Servello

Plants needs attention and area have empty spots.



#### Item 46 - Town Square

Assigned To Servello

Ant modus between plants.





#### Item 47 - Claybrick Rd.

Assigned To Servello

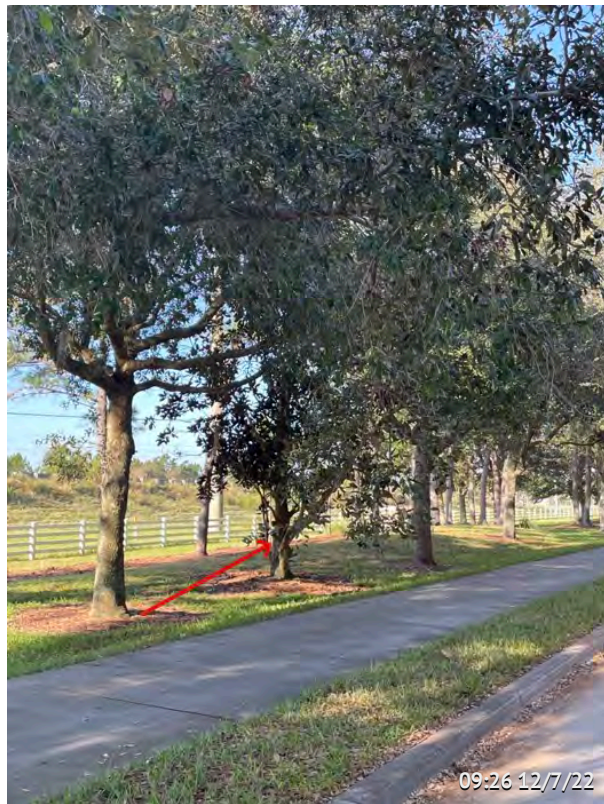
Plants needs attention, weeds spread but need to be removed.



#### Item 48 - Claybrick Rd.

Assigned To Servello

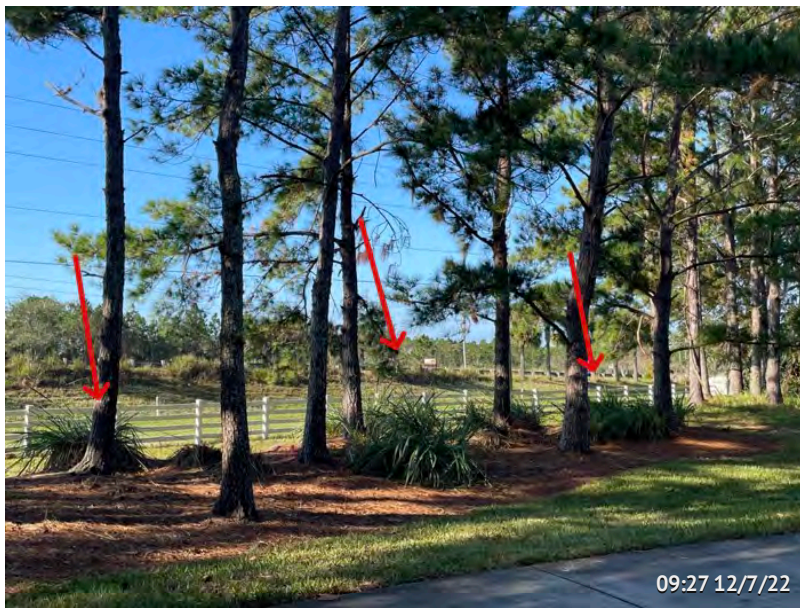
Stump grinding proposal needed.



**Item 49 - Claybrick Rd.**

Assigned To Servello

Lower tree branch that needs to be trimmed up.



**Item 50 - Claybrick Rd.**

Assigned To Servello

Plants needs attention.





**Item 51 - Five Oaks Dr.  
Roundabout with Cat Brier Tr.**

Assigned To Servello

Bushes need to be trimmed.



**Item 52 - Five Oaks Dr.  
Roundabout with Cat Brier Tr.**

Assigned To Servello

Bushes needs attention, need  
trimming and different plants are  
growing between.





### Item 53 - Cat Brier Tr. Front 3354

Assigned To Servello

Bushes needs to be trimmed .



### Item 54 - Splashpad

Assigned To Servello

Garden needs to be attention.



### Item 55 - Splashpad

Assigned To Servello

Garden needs attention.



### Item 56 - Buck Lakeshore Playground

Assigned To Servello

The tree branches needs to be trimmed up, are touching the shade cover.





### Item 57 - Buck Lakeshore playground

Assigned To Servello

Proposal requested, tree leaned.



### Item 58 - Buck Lakeshore Pavilion

Assigned To Inframark

Sidewalk marked, needs to be cleaned up.



### Item 59 - Buck Ln - Foot Bridge Entrance

Assigned To Servello

Garden needs attention.



### Item 60 - Butterfly Dr. Park

Assigned To Servello

Bushes needs to be trimmed throughout park.





### Item 61 - Blazing Star Ln

Assigned To Servello

Lower tree branches, needs attention.



### Item 62 - 3450 Schoolhouse Rd.

Assigned To Servello

Lower tree branch that needs to be trimmed up.





### Item 63 - Five Oaks Dr. West

Assigned To Servello

Bushes needs to be trimmed.



# Irrigation Maintenance Check

AA/PB/SC

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-7-22
Technician Jason

Irrigation Controller		
Location	Park across from Tavern - Controller 4	
Current Time	/	
Rain Sensor	<input checked="" type="checkbox"/>	N
In "On" position	<input checked="" type="checkbox"/>	N
Start Time A	9 AM (PM)	
Run Days	M T W T H F S A S U	
Start Time B	AM PM	
Run Days	M T W T H F S A S U	
Connection Point		
Location		
Source	City	Well
Back Flow	<input checked="" type="checkbox"/>	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type		P	R			P		PU		P	P	P		R		
	Run Time	0	20	60	0	0	20	0	20	0	30	45	20	10	45	2	2
Plant Type	Turf		/	/			/		/			/	/		/		
	Shrub		/	/			/		/			/	/		/		
	Annual		/				/										
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding										1			1		1	1
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
Location	Raised / Lowered																

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr





# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-7-22
Technician Juseo

Irrigation Controller		
Location	Sat 4	
Current Time	/	
Rain Sensor	<input checked="" type="checkbox"/>	N
In "On" position	<input checked="" type="checkbox"/>	N
Start Time A	9 AM PM	
Run Days	M T W T H F S A S U	
Start Time B	AM PM	
Run Days	M T W T H F S A S U	
Connection Point		
Location		
Source	City	Well
Back Flow	<input checked="" type="checkbox"/>	N

Controller	Zone	17	18	19	20	21	22	23	24								
	Head Type		P	R	PU	R	P	R	R								
	Run Time	2	20	45	20	30	20	45	45								
Plant Type	Turf		/	/	/			/	/								
	Shrub		/		/			/	/								
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding	/				/	/										
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
	Raised / Lowered																
Location																	

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr



# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-7-22
Technician Jason

Irrigation Controller		
Location	Primrose Willow	
Current Time	/	
Rain Sensor	<input checked="" type="radio"/>	N
In "On" position	<input checked="" type="radio"/>	N
Start Time A	9:30 AM (PM)	
Run Days	MTWTHESASU	
Start Time B	AM PM	
Run Days	MTWTHFSASU	
Connection Point		
Location		
Source	<input checked="" type="radio"/> City	Well
Back Flow	<input checked="" type="radio"/> Y	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	PU	R	PU													
	Run Time	30	30	30	30												
Plant Type	Turf		/														
	Shrub		/														
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding	/		/	/												
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
	Raised / Lowered																
Location																	

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
	* Low pressure												Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr





# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-7-22
Technician Jason

Irrigation Controller		
Location	Button Bush Loop	
Current Time	/	
Rain Sensor	(Y)	N
In "On" position	(Y)	N
Start Time A	11 AM PM	
Run Days	MTWTHFSA SU	
Start Time B	AM PM	
Run Days	MTWTHFSA SU	
Connection Point		
Location		
Source	City	Well
Back Flow	(Y)	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	PU	PU	PU	PU	PU	PU	PU	R	PU	PU						
	Run Time	20	20	20	20	20	20	20	20	20	20	20					
Plant Type	Turf	/	/	/	/	/	/	/			/						
	Shrub	/	/	/	/		/	/			/						
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding								/	/							
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
	Raised / Lowered																
Location																	

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr



# Irrigation Maintenance Check

Harmony CDD	
Job # 10177	
7360 Five Oaks Dr.	
Preapproval: \$500 at a time up to 1k a mo	
Date of Inspection	10-7-22
Technician	Jasen

Irrigation Controller		
Location	Sat 15	
Current Time	/	
Rain Sensor	Y	<input checked="" type="radio"/> N
In "On" position	Y	<input checked="" type="radio"/> N
Start Time A	/ AM PM	
Run Days	M T W T H F S A S U	
Start Time B	AM PM	
Run Days	M T W T H F S A S U	
Connection Point		
Location		
Source	<input checked="" type="radio"/> City	<input type="radio"/> Well
Back Flow	<input checked="" type="radio"/> Y	<input type="radio"/> N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	PU	PU	R		PU											
	Run Time	30	30	45	0	30											
Plant Type	Turf	/	/	/		/											
	Shrub			/		/											
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding																
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
	Raised / Lowered																
Location																	

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr



# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-14-22
Technician Jason

Irrigation Controller		
Location	Sat 23	
Current Time	✓	
Rain Sensor	Y	N
In "On" position	Y	N
Start Time A	8:30 AM PM	
Run Days	MTWTFSSA SU	
Start Time B	AM PM	
Run Days	MTWTFSSA SU	
Connection Point		
Location		
Source	City	Well
Back Flow	Y	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	PU	PU	PU		PU	R	PU	R		R	R	PU	PU	R	PU	PU
	Run Time	30	30	30	0	30	60	30	60	0	60	60	30	30	30	30	30
Plant Type	Turf	/	/	/		/	/	/	/		/	/	/	/	/	/	
	Shrub	/		/		/	/	/	/		/	/		/	/	/	
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding				1					1							1
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle							6					4			i	
	6" Pop Up																
	12" Pop Up																
	Riser																
	Rotor										1						
Adjustments	Adjust pattern																
	Capped																
	Raised / Lowered																
Location		Oakglen Tr Indian Grass Rd	Oakglen rd Indian grass needle	Oak glen rd Needle grass in			Needle grass in	Oak glen tr and need									

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
7	Start / Mid / End zone					10/15		6					Min/Hr
10	End zone		1										Min/Hr
12	Start / End zone					10		4					Min/Hr
15	Mid zone					15				1			Min/Hr
													Min/Hr





# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-14-22
Technician Jason

Irrigation Controller		
Location	Sat 23	
Current Time	✓	
Rain Sensor	Y	(N)
In "On" position	Y	(N)
Start Time A	8:30 AM PM	
Run Days	MTWTHESA SU	
Start Time B	AM PM	
Run Days	MTWTHFSA SU	
Connection Point		
Location		
Source	City	Well
Back Flow	(Y)	N

Controller	Zone	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
	Head Type	PU	PU	PU	R	PU	R	PU	R	PU	PU	R	R				
	Run Time	30	30	30	60	30	60	30	60	30	30	30	60				
Plant Type	Turf	/	/	/	/	/	/	/	/	/		/	/				
	Shrub	/	/		/		/	/	/								
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding																
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle	1				4											
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
Location	Raised / Lowered																

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
17	Start zone					10		1					Min/Hr
21	End zone					10		4					Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr



# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-14-22
Technician Jason

Irrigation Controller		
Location	Sat 25	
Current Time	/	
Rain Sensor	Y	N
In "On" position	Y	N
Start Time A	10 AM PM	
Run Days	MTWTHFSASU	
Start Time B	AM PM	
Run Days	MTWTHFSASU	
Connection Point		
Location		
Source	City	Well
Back Flow	Y	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	R	PU	B	R		R	R/PU		R/PU	R	PU/R	R		R	PU/R	PU/R
	Run Time	20	20	15	20	0	20	20	0	20	20	30	30	0	30	30	30
Plant Type	Turf	/	/		/		/	/		/	/	/	/		/	/	/
	Shrub			/	/		/	/		/	/	/	/		/		/
	Annual																/
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding																
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle		1														
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor	i			i		i				i	i					
	Adjust pattern																
	Capped			13													
	Raised / Lowered																
Location																	

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
1	End zone		1										Min/Hr
2	Mid zone					10		1					Min/Hr
3	Start zone												Min/Hr
4	Mid zone		1										Min/Hr
6	End zone		1										Min/Hr



# Irrigation Maintenance Check

Harmony CDD	
Job # 10177	
7360 Five Oaks Dr.	
Preapproval: \$500 at a time up to 1k a mo	
Date of Inspection	10-14-22
Technician	Jason

Irrigation Controller		
Location	Sat 25	
Current Time	/	
Rain Sensor	Y	(N)
In "On" position	Y	(N)
Start Time A	10 AM (PM)	
Run Days	MTWTHFSASU	
Start Time B	AM PM	
Run Days	MTWTHFSASU	
Connection Point		
Location		
Source	City	Well
Back Flow	(Y)	N

Controller	Zone	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
	Head Type	R		B													
	Run Time	30	0	0													
Plant Type	Turf	/															
	Shrub	/															
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding																
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor	2															
	Adjust pattern																
	Capped																
	Raised / Lowered																
Location																	

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
10	End zone		1										Min/Hr
11	Mid zone		1										Min/Hr
12	Start / End zone		2										Min/Hr
													Min/Hr
													Min/Hr





# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-21-22
Technician Jason

Irrigation Controller		
Location	East Lake Entrance	
Current Time		
Rain Sensor	Y	N
In "On" position	Y	N
Start Time A	AM PM	
Run Days	M T W T H F S A S U	
Start Time B	AM PM	
Run Days	M T W T H F S A S U	
Connection Point		
Location		
Source	City	Well
Back Flow	Y	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	PU	PU	PU	PU	PU											
	Run Time																
Plant Type	Turf																
	Shrub																
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding																
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
Location	Raised / Lowered																

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
	* Remove Page *												Min/Hr
	clock not in contract												Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr



# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-27-22
Technician Jason

Irrigation Controller		
Location	East Lake	
Current Time		
Rain Sensor	Y	N
In "On" position	Y	N
Start Time A	AM PM	
Run Days	M T W T H F S A S U	
Start Time B	AM PM	
Run Days	M T W T H F S A S U	
Connection Point		
Location		
Source	City	Well
Back Flow	Y	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	R	B	R		R	R	PU			R/PU	R		R	R	R	
	Run Time																
Plant Type	Turf																
	Shrub																
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding																
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle																
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
Location	Raised / Lowered																

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
	* Clock not operational												Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr





# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-21-22
Technician Jason

Irrigation Controller		
Location	Sat 11	
Current Time	/	
Rain Sensor	Y	N
In "On" position	Y	N
Start Time A	8:30 AM PM	
Run Days	MTWTHFSA SU	
Start Time B	AM PM	
Run Days	MTWTHFSA SU	
Connection Point		
Location		
Source	City	Well
Back Flow	P	N

Controller	Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Head Type	R	R	PU	PU	PU	R	R	R	R	R	PU/R	R	PU	PU	R	PU
	Run Time	30	30	30	30	30	45	30	30	30	30	30	45	30	30	45	45
Plant Type	Turf	/	/	/	/	/	/	/	/	/	/	/	/		/	/	/
	Shrub		/	/	/	/	/	/	/				/		/	/	/
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding													1			
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle				3												
	6" Pop Up																
	12" Pop Up																
	Riser				1												
	Rotor																
Adjustments	Adjust pattern																
	Capped																
	Raised / Lowered																
Location																	

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
4	Start / Mid zone	1				15		3					Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr





# Irrigation Maintenance Check

Harmony CDD
Job # 10177
7360 Five Oaks Dr.
Preapproval: \$500 at a time up to 1k a mo
Date of Inspection 10-21-22
Technician Jason

Irrigation Controller		
Location	Sat 11	
Current Time	/	
Rain Sensor	Y	(N)
In "On" position	Y	(N)
Start Time A	8:30 AM PM	
Run Days	M T W TH F SA SU	
Start Time B	AM PM	
Run Days	M T W TH F SA SU	
Connection Point		
Location		
Source	City	Well
Back Flow	(Y)	N

Controller	Zone	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
	Head Type	PU	B														
	Run Time	30	30														
Plant Type	Turf	/															
	Shrub	/	/														
	Annual																
Pipes	Mainline break																
	Lateral line break																
Valves	Zone Not Responding																
	Valve Leaking																
	Zone stuck open																
Broken Heads	Replace Nozzle	1															
	6" Pop Up																
	12" Pop Up																
	Riser																
Adjustments	Rotor																
	Adjust pattern																
	Capped																
Location	Raised / Lowered																

Zone	Location and Description	Broken Riser	6in R	12in P	6in P	FT	90	180	360	SST	EST	MP	Rootbound
17	End zone					15			van				Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr
													Min/Hr

# **Subsection 7Ai**

## **Proposals for District Vehicles**

# Q U O T A T I O N

PAGE: 1

GLOBAL TURF EQUIPMENT SALES & RENTALS  
11644 Uradco Place  
San Antonio, FL 33576 US  
Phone #: (352)588-3092

PHONE #:  
CELL #: (813)784-1162  
ALT. #:  
P.O.#:  
TERMS: **Cash**  
SALES TYPE: **Quote**

DATE: **10/27/2022**  
ORDER #: **16746**  
CUSTOMER #: **105234**  
CP: **ErinH**  
LOCATION: **1**  
STATUS: **Active**

## BILL TO 105234

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

## SHIP TO

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
	CUSHG10505	Cushman Hauler 800X Gas; Plastic Bed, Brushguard	1	\$5,995.00	\$5,995.00	\$5,995.00
****	HRS	Hours: Year:2018	1	\$0.00	\$0.00	\$0.00
	CUSHG10502	Cushman Hauler 800X Gas; Plastic Bed, Brushguard	1	\$5,995.00	\$5,995.00	\$5,995.00
****	HRS	Hours: Year:2018	1	\$0.00	\$0.00	\$0.00
WINDSHIELD AND CANOPY NOT INCLUDED						

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	<b>\$11,990.00</b>
TAX:	<b>\$819.40</b>
ORDER TOTAL:	<b><u>\$12,809.40</u></b>

Authorized By: \_\_\_\_\_



# Q U O T A T I O N

PAGE: 1

GLOBAL TURF EQUIPMENT SALES & RENTALS  
11644 Uradco Place  
San Antonio, FL 33576 US  
Phone #: (352)588-3092

PHONE #:  
CELL #: (813)784-1162  
ALT. #:  
P.O.#:  
TERMS: **Cash**  
SALES TYPE: **Quote**

DATE: **10/27/2022**  
ORDER #: **16747**  
CUSTOMER #: **105234**  
CP: **ErinH**  
LOCATION: **1**  
STATUS: **Active**

## BILL TO 105234

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

## SHIP TO

BRETT PEREZ  
102 LAUREL TREE WAY  
BRANDON, FL 33511 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CUSH657068		Hauler 1200 Gasoline (EFI)	1	\$12,918.30	\$12,918.30	\$12,918.30

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: **\$12,918.30**  
TAX: **\$825.10**  
ORDER TOTAL: **\$13,743.40**

Authorized By: \_\_\_\_\_

# Advantage Golf Cars Inc.

2049 W. Landstreet Rd.  
Orlando, FL 32809

Ph # 407-440-2804

www.AdvantageGolfCars.com



## YAMAHA

*Authorized Dealer*

# Car Quotation

Date	Quote #
10/27/2022	85569

BILL TO:

SHIP TO:

Harmony CDD  
7360 Five Oaks DR  
Harmony FL 34773

Harmony CDD  
7360 Five Oaks DR  
Harmony, FL 34773

Brett Perez	brett.perez@inframark.com	Quoted By:	Promised	Serial # 1
# 407-433-0515	FAX	CO-JA	10/27/2022	Quote

Qty	Description	U/M	Cost	Total
1	2022 Club Car Onward 2 Passenger 48V. Includes: Canopy Top, Strut Kit, Premium Black and Gray Seats, Mercury Tires, and Fold Down Windshield. Color Option: Metallic Blue Onyx.		9,988.00	9,988.00T
1	Steel Cargo Box *** Does not include heavy duty leaf springs		688.00	688.00T
4	State of Florida Tire Waste Fee		1.00	4.00T
6	State of Florida Battery Waste Fee		1.50	9.00T
1	Delivery Charge **All calls not canceled with a 24hr notice are subject to a \$50 cancellation fee		150.00	150.00T
1	2-Year Limited Warranty (Refer to Owners Manual)		0.00	0.00T

### INVOICE POLICY

Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a \$30.00 fee. Maximum Credit Card purchase is \$ 5,000.00, with balance by cash, wire transfer, or check.

**Subtotal** \$10,839.00

**Sales Tax (6.5%)** \$704.54

**Total** \$11,543.54

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT: \_\_\_\_\_ SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

# Advantage Golf Cars Inc.

2049 W. Landstreet Rd.  
Orlando, FL 32809

Ph # 407-440-2804

www.AdvantageGolfCars.com



*Authorized Dealer*

## Car Quotation

Date	Quote #
10/27/2022	85568

BILL TO:

SHIP TO:

Harmony CDD  
7360 Five Oaks DR  
Harmony FL 34773

Harmony CDD  
7360 Five Oaks DR  
Harmony, FL 34773

Brett Perez	brett.perez@inframark.com	Quoted By:	Promised	Serial # 1
# 407-433-0515	FAX	CO-JA	10/27/2022	Quote

Qty	Description	U/M	Cost	Total
1	2022 E-Z-Go RXV Freedom Elite 2.2 with Lithium Batteries. Includes: Canopy Top and Fold Down Windshield. Standard Stone Beige Seats. Standard Color: Patriot Blue.		11,688.00	11,688.00T
1	Steel Cargo Box *** Does not include heavy duty leaf springs		688.00	688.00T
4	State of Florida Tire Waste Fee		1.00	4.00T
1	Delivery Charge **All calls not canceled with a 24hr notice are subject to a \$50 cancellation fee		150.00	150.00T
1	2-Year Limited Warranty (Refer to Owners Manual)		0.00	0.00T
1	5-Year Limited Warranty (Refer to Owners Manual) Lithium Battery System - Battery pack, battery management system, battery charger and charger receptacle		0.00	0.00T

### INVOICE POLICY

Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a \$30.00 fee. Maximum Credit Card purchase is \$ 5,000.00, with balance by cash, wire transfer, or check.

**Subtotal** \$12,530.00

**Sales Tax (6.5%)** \$814.45

**Total** \$13,344.45

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT: \_\_\_\_\_ SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_





2101 Cantu Court, Sarasota FL 34232  
300 Technology Park, Lake Mary FL 32746  
7037-37 Commonwealth Avenue, Jacksonville FL 32220

**Q-11439**

Date: November 1, 2022  
Expires: November 16, 2022

Prepared For:

Bill To: **TBD**

Ship To: **TBD**

Brett Brett Perez  
Inframark Management Services

**Special Considerations: Account setup required upon acceptance of this quote.**

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	07413LT	Toro Workman GTX Lifted Lithium	\$19,286.00	\$16,585.96	\$16,585.96
	1	07047	Bench Seat (2017+)	\$933.00	\$802.38	\$802.38
	1	07046	Workman GTX Cargo Bed Kit	\$1,228.00	\$1,056.08	\$1,056.08
	1	07921	Workman GTX 2-Person Canopy	\$929.00	\$798.94	\$798.94
	1	07923	Folding Windshield for Canopy	\$403.00	\$346.58	\$346.58
			<b>Total</b>			<b>\$19,589.94</b>

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	07410	Toro Workman GTX Electric	\$14,319.00	\$12,314.34	\$12,314.34
	1	07047	Bench Seat (2017+)	\$933.00	\$802.38	\$802.38
	1	07046	Workman GTX Cargo Bed Kit	\$1,228.00	\$1,056.08	\$1,056.08
	1	07921	Workman GTX 2-Person Canopy	\$929.00	\$798.94	\$798.94
	1	07923	Folding Windshield for Canopy	\$403.00	\$346.58	\$346.58
			<b>Total</b>			<b>\$15,318.32</b>

<b>Terms:</b>	Net 30
Equipment Total	\$34,908.26
Sales Tax	<b>TBD</b>
<b>Totals:</b>	<b>\$34,908.26</b>

### Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to [tanner.fleming@wescoturf.com](mailto:tanner.fleming@wescoturf.com) or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

***Tanner Fleming***

Commercial Sports Fields & Grounds Territory Manager  
(941) 993-7947, [tanner.fleming@wescoturf.com](mailto:tanner.fleming@wescoturf.com)

# **Subsection 7Aii**

## **Ratification of #85569**

# Advantage Golf Cars Inc.

2049 W. Landstreet Rd.  
Orlando, FL 32809

Ph # 407-440-2804

www.AdvantageGolfCars.com



## YAMAHA

*Authorized Dealer*

# Car Quotation

Date	Quote #
10/27/2022	85569

BILL TO:

SHIP TO:

Harmony CDD  
7360 Five Oaks DR  
Harmony FL 34773

Harmony CDD  
7360 Five Oaks DR  
Harmony, FL 34773

Brett Perez	brett.perez@inframark.com	Quoted By:	Promised	Serial # 1
# 407-433-0515	FAX	CO-JA	10/27/2022	Quote

Qty	Description	U/M	Cost	Total
1	2022 Club Car Onward 2 Passenger 48V. Includes: Canopy Top, Strut Kit, Fold Down Windshield, Premium Light Beige Seats. Color Option: Metallic Jade Green.		9,988.00	9,988.00T
1	Steel Cargo Box *** Does not include heavy duty leaf springs		688.00	688.00T
1	RETRACTABLE SEAT BELTS WITH BRACKET - 2 PASS		277.00	277.00T
1	Set of Swing away side mirrors		45.00	45.00T
4	State of Florida Tire Waste Fee		1.00	4.00T
6	State of Florida Battery Waste Fee		1.50	9.00T
1	Delivery Charge **All calls not canceled with a 24hr notice are subject to a \$50 cancellation fee		150.00	150.00T
1	2-Year Limited Warranty (Refer to Owners Manual)		0.00	0.00T
1	Preferred Customer Discount		-200.00	-200.00T

### INVOICE POLICY

Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a \$30.00 fee. Maximum Credit Card purchase is \$ 5,000.00, with balance by cash, wire transfer, or check.

**Subtotal** \$10,961.00

**Sales Tax (0.0%)** \$0.00

**Total** \$10,961.00

This Quotation is valid for 30-Days or while supplies last. Upon approval, please sign and return.

PRINT: \_\_\_\_\_ SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_



# **Subsection 7Aiii**

## **Garden Road**

**(under separate cover)**

# **Section 7D**

## **District Manager**

## District Manager Report/Update

- Contracts that are being drafted
  - Atlantic Pipe Services
- AAA update to be provided by Counsel
- Board voted and approved that the closure of the RV lot will be extended to March 31<sup>st</sup>, 2023
  - Residents currently using this amenity will be allowed to use until March 31<sup>st</sup> or until their lease runs out (before March 31<sup>st</sup>)
  - **The letter sent out to the RV lot lessees has gone out. The letter is in the agenda. It went out on November 28<sup>th</sup>.**
- We continue to monitor with Brett/Vincent regarding withholding monies from Servello for work not rendered
- Brett worked with Mr. Leetz to approve the Advantage Golf Cars Inc. proposal
- Royal Poinciana Tree planting has been put on hold and will be up for further discussion due to its poisonous seeds
- Sean is looking into Site Development companies regarding relocating the Field Staff building.
  - **Multiple requests for quotes have been submitted and are currently awaiting a response**
  - **Discussion of possible Field Staff Building locations**
- Sean is working with the Osceola County appraiser's office on the deed of dedication



# **Subsection 7Di**

## **Field Services Location**



Identify



Image Not Found

TRIM Notice Property Record Card  
 Tax Collector **NEW - Bird's Eye View**

Info Values Building Land XFOB Sales

Parcel [30-26-32-3117-000P-00D0](#)

Owner Name HARMONY CDD

Mailing Address 210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071

Physical Address FIVE OAKS DR, HARMONY FL 34773

Property Type RESIDENTIAL COMMON  
ELEMENTS/AREA VAC

Tax District 300 - OSCEOLA COUNTY

Acres 0.609

Desc. HARMONY PHASE 3 PB 20 PGS 120-  
128 PARK TRACT D LYING IN SEC 29







Image Not Found

TRIM Notice Property Record Card  
 Tax Collector **NEW - Bird's Eye View**

Info Values Building Land XFOB Sales

Parcel [30-26-32-2612-000U-0020](#)

Owner Name HARMONY CDD

Mailing Address 210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071

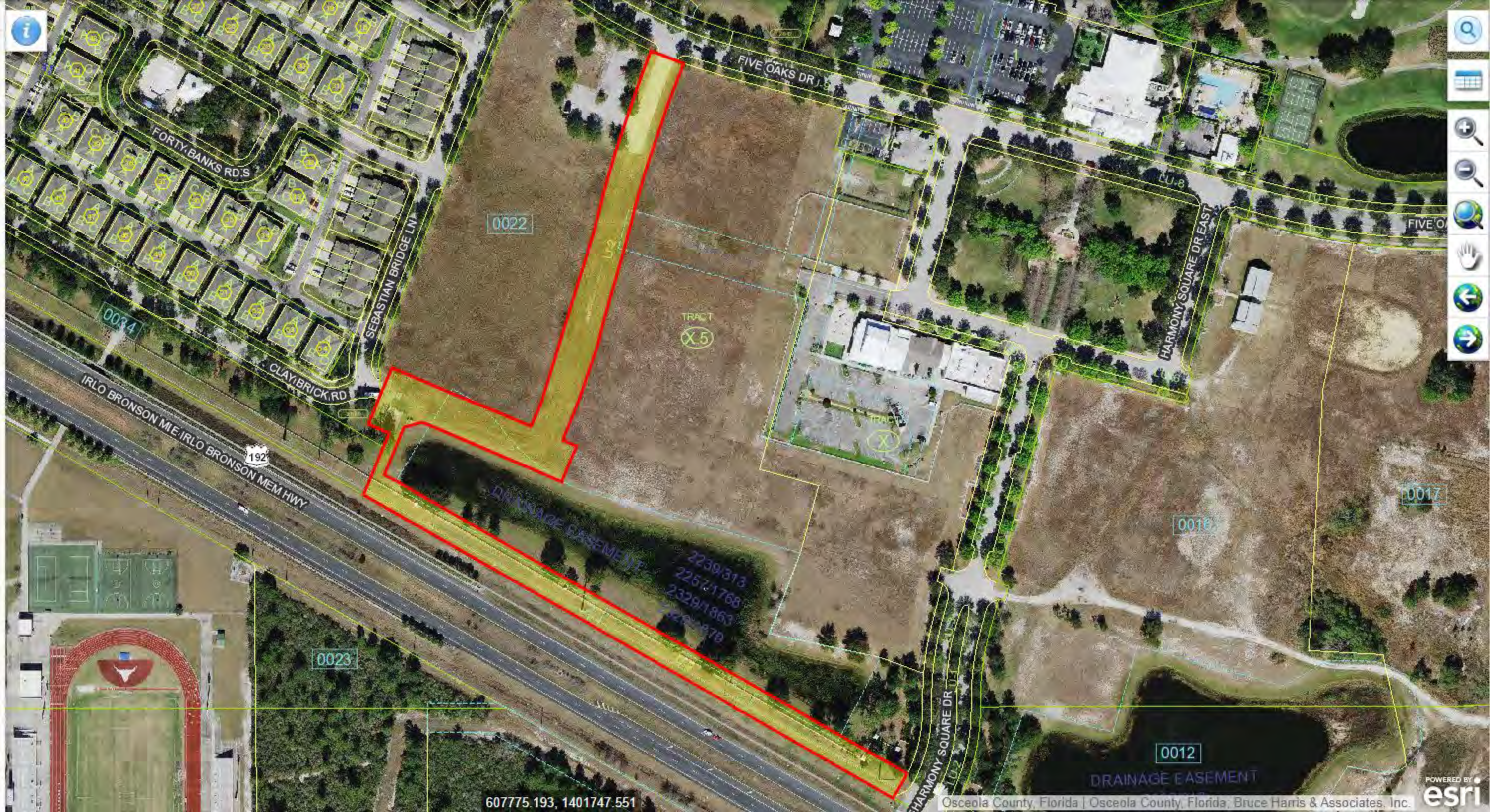
Physical Address E IRLO BRONSON MEM HWY,  
HARMONY FL 34773

Property Type RESIDENTIAL COMMON  
ELEMENTS/AREA IMP

Tax District 300 - OSCEOLA COUNTY

Acres 2.818

Desc. BIRCHWOOD NEIGHBORHOODS B & C  
PB 14 PGS 67-73 30, 31-26-32  
INGRESS/EGRESS UTILITY TRACT 2





# **Section 8**

## **Consent Agenda**

# **Subsection 8A**

## **Minutes**

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Present and constituting a quorum were:

Chair  
Vice Chair  
Assistant Secretary  
Supervisor  
Supervisor

Angel Montagna ( <i>via Zoom</i> )	District Manager: Inframark
Sean Israel	District Manager: Inframark
Joe Brown ( <i>via Zoom</i> )	District Attorney: Kutak Rock
David Hamstra	District Engineer: Pegasus Engineering
Alfredo Alvarez	Servello & Sons
Pete Betancourt	Servello & Sons
Scott Feliciano	Servello & Sons
Vincent Morrell	Field Services Supervisor
Brett Perez ( <i>via Zoom</i> )	Area Field Director
Residents and Members of the Public	

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

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

Ms. Kramer stated this is a time where anyone from the audience can join in and provide three minutes' worth of comments or concerns to let the Board know what you are interested in and what your feelings on those subjects are. This is not for back-and-forth or discussion; this is a time for you to share your concerns with the Board.

Mr. Joe Janeczek stated I have a couple quick items. Watering: if we want to save money, stop watering in the middle of the day when it is 90 degrees. Stop watering the streets, and stop watering when it is raining. Sign: do we really need eleven signs? Can we not just have one big sign or medium-sized sign with a quick-response code (“QR code”)



44 that you can scan on your phone and then go wherever you want to go? I am still curious  
45 about a question I asked two meetings ago. About three years ago, we had \$600,000 in  
46 reserves. Where did it all go? The Estates flooding does not affect me, but they are starting  
47 to build houses there. Your contractor will come back with change orders because it will  
48 be harder to get in to make any of those fixes. RV parking: I think you are short sighted on  
49 that. If you are going to move that trailer, it will cost you \$200,000 to \$300,000. When you  
50 factor that in, you are down to a couple hundred thousand dollars to put the road in with a  
51 permanent fix. That is only a two- to four-year payback, not ten years. I have a new RV  
52 there. I have not received my letter, and I have a lease I just signed in October. I do not  
53 know where the letter went, but it did not come to me. One of the Board members made a  
54 comment that we are in competition with free enterprise. The Board members should be  
55 looking out for the residents, not whoever works or has a business downtown. That is not  
56 your responsibility. I would hope you would keep it that way. I think the RV lot was  
57 something that was sold to me when we purchased here that we had it in our community.  
58 Insurance rates and everything else change if you move your RV out of your community.  
59 A comment was made that the responsibility for a few should not be placed on the many,  
60 I am paraphrasing, and yet you are going to redo all the alleys. I think the majority of  
61 homeowners now do not have alleys. Should the alleys be burdened on the others who do  
62 not have alleys? I keep shaking my head about this, but when it all started with the RV  
63 expansion and other projects, it was \$125,000 or thereabouts for projects; three years goes  
64 by, and now it is \$500,000. I do not think all the options were looked at. We have a golf  
65 course access road. Did anyone talk with them? That would shorten the road substantially.  
66 Maybe you did, and maybe you did not. I have a lot more details, but those are the  
67 highlights.

68 Ms. Kassel stated you can reach out to any of the Board members and talk with us  
69 individually.

70 Ms. Kramer stated yes, please feel free to do so.

71 Ms. Jeanine Corcoran stated I own a home on Oak Glen Trail and am renting a home  
72 on Bayflower Avenue because the house is not complete yet. We bought property in  
73 November 2020 when I drove through the community and fell in love with it, but it was  
74 the most amazing thing. We moved here from New Jersey. Frankly, now when I drive  
75 through the community, I am embarrassed. The grounds look horrendous. Honestly if I

76 were driving through today looking to purchase land in Harmony, I would not. It is very  
77 disappointing. I just paid my tax bill, and seeing what our community looks like now, it is  
78 really disheartening that we pay what we pay, and we get less. I do not know what Servello  
79 is doing, but branches are still down from over a week ago. I get that this is a big place and  
80 they need to clean up everywhere, but it is now a week, and branches are everywhere, such  
81 as along Dark Sky Drive and along that pond area. Also coming down the west entrance  
82 on Five Oaks Drive, it kind of looks like all the conservation area has had weed killer added  
83 because now I can see through onto Schoolhouse Road into their backyards. You are  
84 coming into the community, driving on Five Oaks Drive, and it is supposed to look pretty,  
85 but it does not. I do not really know how a community development district works because  
86 we are new here. I am trying to figure it out and come to meetings and try to help Harmony.  
87 From what I read on Facebook, I feel like a lot of people are unheard, and it seems very  
88 clique-y here. I am not sure if what I am reading on Facebook is really completely accurate  
89 because obviously not everyone comments. As a newcomer coming in and reading what is  
90 on the Harmony forum, it seems very clique-y. The other thing I noticed with the agenda  
91 today, the lawyer we are paying so much money for, in his findings, he wrote “pubic”  
92 streets instead of “public” streets. It does not take very much to proofread a letter before  
93 you send it out. Spellcheck does not cover everything.

94 Ms. Phillips stated especially that one.

95 Ms. Corcoran stated that is kind of embarrassing that we are paying somebody.  
96 Someone should check.

97 Ms. Kramer stated feel free to reach out to any of us, and we will be more than happy  
98 to sit down and talk with you.

99 Ms. Corcoran asked what does reaching out actually mean?

100 Ms. Kramer stated we are not going to get into a back and forth.

101 Ms. Corcoran stated I understand, but how can I reach out?

102 Ms. Kassel stated I will give you my card.

103 Mr. Leet stated on the District’s website, all five Board members’ email addresses are  
104 listed.

105 Ms. Corcoran asked we just express our concerns?

106 Ms. Kramer stated email us.

107 Ms. Phillips stated I would sit down and talk with you any time.

108 Ms. Kassel stated yes, let us go have coffee.

109 A Resident asked why do you not do that with the public?

110 Ms. Kramer stated I would be more than happy to meet with residents.

111 Ms. Kassel stated we can do it, but we cannot do it with more than one Board member  
112 at a time.

113 Ms. Kramer stated we can have only one Board member present.

114 Ms. Phillips stated Sunshine Law.

115 Ms. Kramer stated I went to the Lakes, and we had a fabulous discussion.

116

117 **THIRD ORDER OF BUSINESS Contractors' Reports**

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

119 Mr. Feliciano stated I am the vice president of operations with Servello. First and  
120 foremost, I would like to apologize to you for the way the grounds look. It is quite  
121 embarrassing when we fall off on details. As to the spraying of the conservation area, that  
122 is not Servello. We do not do anything like that. I would like to announce a couple changes  
123 to the Board today. Mr. Alvarez will assume all maintenance responsibilities moving  
124 forward. Mr. Betancourt will no longer be responsible for any maintenance responsibilities.  
125 Mr. Betancourt's main focus will be with Jason, our irrigation technician, and those two  
126 will handle irrigation for Harmony. Everything involving maintenance, such as reports and  
127 responsibilities of the crews, will now go through Mr. Alvarez. He was foreman out here.  
128 I want to be able to let him focus on nothing but maintenance. Mr. Betancourt was focusing  
129 on maintenance and irrigation, which in return, was unfair to Mr. Betancourt in a sense,  
130 but he could not focus on one thing 100% of the time. Getting the property and some of  
131 the areas where we need them to be I think is Mr. Alvarez's responsibility. One other thing  
132 I want to bring up is, I was brought into the loop on Clay Brick Road regarding the sod.

133 Ms. Kramer stated yes, and the irrigation problems.

134 Mr. Feliciano stated I spoke with Mr. Perez about it and with Mr. Betancourt about the  
135 irrigation. One of the things I explained to our crews is, the reason why the responsibility  
136 does fall back on Servello is, regardless where the clock was located at the time, which was  
137 on Mr. Fusilier's property, once we were allowed to get on parcel 1 and locate some valves  
138 there to know those valves control that area, we should have provided options to the Board.  
139 We did not provide options for those areas; therefore, the onus of losing turf is the  
140 responsibility of Servello. We will replace those areas.

141 Ms. Kassel asked which areas specifically?



142 Mr. Feliciano stated Clay Brick Road.

143 Ms. Kassel stated we have a proposal in the agenda package for sod replacement that  
144 is no longer needed.

145 Ms. Kramer asked Servello will be taking care of that?

146 Mr. Feliciano stated yes.

147 Ms. Kassel stated we have two proposals. One is for irrigation, and one is for Clay  
148 Brick Road.

149 Ms. Kramer stated we will need to pay them to fix the irrigation.

150 Mr. Feliciano stated yes, you will still need to fix the irrigation to get those areas up,  
151 but we should have provided more information to you, or more solutions. I think another  
152 area is Sagebrush Street.

153 Mr. Betancourt stated it is the easement that leads to the pond.

154 Ms. Kramer asked you will take care of that?

155 Mr. Feliciano stated yes. We will take care of those areas, but we walked those areas  
156 back when Mr. Steve Berube was on the Board and Mr. Gerhard Van Der Snel, who was  
157 not with Inframark at the time. Those areas had construction debris from home  
158 construction. A lot of the sod in those areas was bahia that deteriorated because of the  
159 construction. I do not have enough documentation. I cannot find an email right now from  
160 Mr. Van Der Snel, but I will share with the Board those two areas with bahia sod, we will  
161 replace with more bahia. I know Mr. Perez mentioned one time that the Board may want  
162 to consider St. Augustine. I have no issue, but there is an expense for that.

163 Ms. Kramer stated when I went out to look at those areas, it seemed what is  
164 predominantly there now is St. Augustine. It seems as though they sodded the St. Augustine  
165 up to the back property lines where the property lines cut off, and then bahia from there.

166 Mr. Feliciano stated I think what happened was, over a period of time when you have  
167 two yards beside each other that have St. Augustine, the runners run into the bahia, and  
168 they will suffocate out the bahia if the St. Augustine turf is healthy. I think that is what you  
169 are probably seeing there. Originally, those areas were bahia when we first looked at them.

170 Ms. Kramer stated some replacement needs to be done. But if you have to replace it  
171 with bahia, you will not take out the St. Augustine and put down bahia?

172 Mr. Feliciano stated you would need strip it.

173 Ms. Kramer asked would you infill with St. Augustine at this point?

174 Mr. Feliciano stated you can, but you will have spotty areas of bahia in it. The problem  
175 with these areas being in wide open areas, once you get to the summer months and drought  
176 conditions, now you open it up to chinch bugs in those areas. I would caution you on that.

177 Ms. Kramer stated those are irrigated areas in between. I hope we are talking about the  
178 same thing. They are access from the road to the back area of the pond.

179 Mr. Feliciano stated yes, I do not know how much the zone in that area covers. I will  
180 need to look at that and investigate. If that zone stretches around a pond, then you are going  
181 to be watering bahia.

182 Ms. Kramer stated no, it does not. I think Mr. Betancourt investigated it.

183 Mr. Betancourt stated it does. Those zones that water easements also run behind the  
184 houses to where the next zone begins. They will water some of the pond.

185 Ms. Kramer stated then I misunderstood what you explained previously. I thought you  
186 said those areas, but we can see. Maybe the homeowners will work with us and adjust their  
187 sprinklers.

188 i. **Plant Renderings for Ashley Pool**

189 Ms. Kassel stated a couple images are in the agenda package for the Ashley Park pool  
190 area, from a prior proposal that I am not seeing. I am not sure what these plants are. It kind  
191 of looks like liriopse and maybe arboricola. I do not see a proposal that goes along with the  
192 images.

193 Mr. Betancourt stated we had this discussion before. That would be proposal #6611.

194 Ms. Kramer stated that is outside.

195 Mr. Betancourt stated that is also on Mr. Morrell's monthly report for the area at Ashley  
196 pool.

197 Ms. Kassel asked what are the plants?

198 Mr. Betancourt stated arboricola and liriopse.

199 Ms. Kassel stated we have a beautiful image but no proposal to go along with it. I was  
200 not sure where that proposal was or what month it was. I do not remember how much it  
201 was or how much plant material it was.

202 Ms. Kramer stated I think we are going to have to bring that back.

203 Ms. Kassel asked table it?

204 Ms. Kramer stated yes, let us bring it back when we have the numbers and descriptions.

205 Mr. Feliciano stated I think it was two meetings ago. The last meeting I attended, Board  
206 pulled the proposal and you decided to table it until images were provided. I think the

207 mishap probably happened when we did not resubmit the proposal because we assumed  
208 you still had the proposal.

209 Ms. Kassel stated we will ask Inframark to include it in the next agenda package. Sorry  
210 for the delay.

211 ii. **Servello #7312, Sod at 3308 Cat Brier Trail**

212 Ms. Kassel asked do we have an explanation for this proposal?

213 Ms. Kramer asked did we dig this up?

214 Mr. Betancourt stated Mr. Morrell can explain this. It was a request from Mr. Morrell  
215 in front of that home.

216 Ms. Kramer stated it is in front a home. It looks like a gasline may have been put in  
217 there or something. I saw a marker, but I do not know what it was from. Did the District  
218 need to do some work out there?

219 Mr. Morrell stated this is in the easement in front of the home. Basically, the sod was  
220 in bad condition in all the space, so the resident is asking for new sod. This is why we  
221 requested a new proposal for sod installation in that easement.

222 Ms. Kassel asked was work recently done there by the District that we damaged the  
223 sod?

224 Ms. Kramer asked is it just a resident's request?

225 Mr. Morrell stated yes, it was a long time ago, before the letter was sent regarding the  
226 easement.

227 Ms. Kramer stated I do not know what the Board feels. I do not see a significant  
228 difference from other areas. There are leaf litter issues.

229 Ms. Kassel stated I saw this and wondered why it was in the agenda package because  
230 it had no explanation. Maybe we table it. Now that we know it is a resident request, we can  
231 look at it. Essentially, other residents have wanted us to replace their sod. Now, that  
232 property is the responsibility of the homeowner, so I am guessing we will end up not  
233 approving this, but it is worth a look.

234 A Resident stated 75% of those sections along there do not have residents.

235 Ms. Kassel stated I would not say that. I have grass in front of my house. All my  
236 neighbors have grass in front of theirs.

237 Ms. Kramer stated there are a lot of reasons the grass is dying. A lot of it is traffic if  
238 they use it as a parking area out front.



A Resident stated we are right across from this address, and a lot of it is due to the lack of maintenance on it. I will be honest with you. It is the trees and the grass. We have never been to a meeting, and we wanted to come tonight. Leaves have been on it forever, and if leaves are just sitting on it, that will kill the grass. I agree with a lot of people about why we have to take on the maintenance responsibility now.

Ms. Kramer stated at this point, this is strictly among the Board members. We will never finish the meeting if we spend time in discussion with residents. Do we want to table this proposal?

Ms. Kassel stated let us table it for now. We can bring it back at the next meeting.

**iii. Servello #7313, Sod for Clay Brick Road**

Ms. Kramer stated Mr. Feliciano has clarified that Servello will be dealing with this.

A Resident stated someone posted on Facebook that chat was disabled on the Zoom call.

Mr. Leets stated yes, that is true. Chat is disabled for recordkeeping requirements. Some participants on Zoom wanted to speak during audience comments and did not hear where we asked for their comments.

Ms. Kramer stated we can reopen it.

Ms. Kassel stated yes, we can do that after we are finished with Servello's report.

**iv. Servello #7311, Irrigation Maintenance on Zone 14**

Ms. Kassel stated proposal #7311 is to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area.

Ms. Kassel made a MOTION to approve proposal #7311 from Servello to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area, in the amount of \$722.
---

Ms. Phillips asked what is this?

Ms. Kramer stated it is an irrigation proposal, and I am not sure why it is before the Board. This could have been approved without coming to the Board based on our purchasing policy, but we will address it since it was in the agenda package. This is an area that was on the irrigation section that the box was on Mr. Fusilier's property, and he locked it so we could not get to it. They found a work around, and this is the work around that will correct it and get that area on Clay Brick Road irrigated.

274 Ms. Phillips seconded the motion.  
275

276 Upon VOICE VOTE, with all in favor, unanimous approval  
277 was given to proposal #7311 from Servello to track and  
278 locate the valve for Zone 14 and install a node for watering  
279 of new sod at the Clay Brick area, in the amount of \$722.  
280

281 Mr. Leet asked are there expected changes in staffing for the Harmony contract?

282 Mr. Alvarez stated absolutely.

283 Ms. Kramer stated we look forward to that. I noticed on our invoices for the billings,  
284 for irrigation, the new billing is only for irrigation work on lines greater than two inches,  
285 but I saw some billings for irrigation less than two inches. I do not know if there needs to  
286 be an adjustment in your billing department or what is being submitted to them. If you can  
287 take care of that, we need to do that. Also, hopefully you can get up and running quickly  
288 with new additional staff until the point where everything is being done on a regular basis.  
289 We cannot substitute for missed work. We will still be withholding some of the payment  
290 for work that is not done so that we are not paying for work that is not done.

291 Mr. Alvarez stated that is fine, but I want to also address something. We offered a  
292 hurricane cleanup authorization, and you have refused it every year. We take care of  
293 Victoria Park, Vista Lakes, and other very large CDDs in Orlando. They put on their  
294 hurricane authorization, some just \$5,000 where anything that comes in under \$5,000, you  
295 move it off the property. You have refused to do that. We will pick up minor branches; we  
296 will do that under contract, but when you are talking about excessive debris, as in trailer  
297 loads that have to be taken out of here, the service has to come from somewhere. I have to  
298 pay for that somewhere. What we have done with other communities where they cannot  
299 afford an additional expense like that, they will say because a lot of hurricane debris is  
300 down, do not worry about mowing this week but go ahead and pick up debris. Can we trade  
301 services that way? Absolutely. With this last hurricane, it was not a significant hurricane  
302 to Harmony, but it had debris everywhere. When the staff came in on Friday, they were  
303 supposed to do regular mowing. Friday and Monday, there were seven trailer loads of  
304 debris. That should have been an additional expense. I understand the Board wants to hold  
305 back money for stuff we are not doing as contracted, but we are actually being asked to  
306 remove debris that is not included in the contract, and we are not being supplemented for  
307 it. That does not even include the additional dumping expense that we have to pay for to  
308 remove this debris. I want the Board to take into consideration when you are asking us to

309 do things like this, it is one of the reasons why we recommend a hurricane authorization  
310 for whatever it costs so we can send an entirely different crew here just to remove that  
311 debris, and it does not stop the regular crews from doing what they are doing. They are  
312 getting yelled at by homeowners for picking up debris, and the homeowner is under the  
313 impression that it is supposed to be Servello, not knowing that it is not part of your contract.  
314 I want the Board to take things like that into consideration.

315 Ms. Kassel stated thank you for explaining.

316 Ms. Kramer stated yes, and our field services in the past has always taken care of the  
317 bulk of that. I am not sure why they did not do it.

318 Ms. Kassel stated maybe there was a misunderstanding.

319 Ms. Kramer stated we will look into that and make sure the appropriate folks are  
320 compensated appropriately. I had another question. I think it was about three or four  
321 months ago we had a question about branches that were rubbing on the shade structure that  
322 you were going to take care of as soon as the arbor crew came in. They have come and  
323 gone, and that has not been handled. Also, this was tree trimming from our last fiscal year  
324 contract. Has that been finished?

325 Mr. Feliciano stated you have some areas that still need it. They will be back out here.  
326 I pulled them off for hurricane cleanup in Victoria Park. We had probably 40+ trees down  
327 in Victoria Park, which is a large community, and the trees were blocking roadways,  
328 driveways, and other non-structural buildings. So we have been using them there. We just  
329 finished that project, so they will be back out here to look at some of them. I know on  
330 Butterfly Drive, they will start with hand sawing the smaller oaks. They will not use chain  
331 saws but hand saws to make sure we do not harm the oak trees on that road. They will be  
332 back out here. For anything non-structural, we have to be notified because I do not know.  
333 It has to go through Mr. Alvarez and Mr. Morrell to identify those areas.

334 Ms. Kramer stated this is in the Lakeshore playground area. We have the actual shade  
335 structures with fabric awnings, and the branches are rubbing against those. They got  
336 stressed during the two hurricanes.

337 Mr. Feliciano stated when they come out here, I will let Mr. Alvarez know, and that  
338 will be one of the first areas they hit before the children start playing.

339  
340



**FOURTH ORDER OF BUSINESS                      Audience Comments (Continued)**

Ms. Kramer stated we understand some participants on the Zoom call were unable to get through during the earlier audience comments. Hearing no objection from the rest of the Board, we will reopen audience comments.

Mr. Steve Hornak asked will you open this for audience members who came to the meeting late?

Ms. Kramer stated yes, it is only fair.

Mr. Hornak stated I wanted to understand. I know some Facebook messaging went out about the RV lot that is potentially closing. I want to ask if it is the intention of the District to close that lot and if you are going to take away an amenity that we have had for years, or if you intend to do something to replace it with another location.

Ms. Kassel stated if you read the minutes from the last Board meeting, you will see what the discussion was. Feel free to contact any of us. Audience comments is just for comments by the audience.

Mr. Hornak asked are the minutes out?

Ms. Kassel stated yes, they are online. For anyone who wants to know, the website is HarmonyCDD.org. Go to District Meetings, then Meeting Agendas, and that is where you will find the minutes.

Ms. Kramer stated last month's minutes are in draft form in the agenda package, so they are not totally cleaned up yet, but it will give you the gist of the discussion. You can always get the recording from Inframark.

Ms. Kassel stated you can reach out to us.

Mr. Hornak stated I will.

Ms. Phillips stated we just cannot do it here.

Ms. Kramer stated hearing no further comments, we will close audience comments.

Mr. Feliciano stated I have one more thing. The annuals are not in the new contract. Right now, we are installing annuals in a lot of our communities and putting in holiday flowers. Mostly we are doing red geraniums with white petunias around them. It is my understanding that proposal has been tabled and not approved. If you want annuals, I will ask the Board to reconsider that because we can get them in from our supplier next week going into Thanksgiving. I know a lot of homeowners will have family members coming into town. Your focal point area are the front entrances and medians.

373 Ms. Kramer stated the last annuals that went in, we were horribly disappointed. They  
374 did not look good at all. I do not know if you are upping your game on annuals now.

375 Mr. Feliciano stated yes, we will have the annual supplier install the annuals  
376 themselves. We are not going to do them. Please keep in mind, the annuals we do in a lot  
377 of communities we have, they do not have the issues that you have. You have major deer  
378 issues here. We try to go deer resistant with certain annuals. A lot of deer love anything  
379 that blooms, and they will eat it. We are going to put down some deer repellent. In fact, we  
380 have been finding out that using rabbit repellent has been helping with keeping deer off  
381 annuals. We have been experimenting with that at Victoria Park because obviously they  
382 have deer and bears out there. We have been pretty successful out there with it. I just  
383 wanted to point that out. Geraniums and petunias can handle hot and cold weather, and  
384 they will bloom so you will get a lot of life expectancy out of them.

385 Ms. Kassel stated I will say that I am in and out of the community twice a day during  
386 daylight, so I notice the annuals. I have the same problem with a bunch of coleus where  
387 they suddenly got leggy. If they are pruned back, they flush out full again.

388 Mr. Feliciano stated I agree.

389 Ms. Kassel stated what I have noticed is, some of the plants fail because they either  
390 have a disease or pest, or they are not watered properly, or something digs them out of the  
391 soil such as an armadillo, and they are not put back in fast enough. What I really have not  
392 seen is deer eating them. I have not seen that with the annuals. Is it my understanding the  
393 contract does not include annuals at this point?

394 Mr. Feliciano stated no, annuals and mulch are not included in the contract anymore.  
395 You took them out.

396 Ms. Kassel asked does that mean if we want annuals, we need a proposal?

397 Mr. Feliciano stated we would provide a proposal. It would be an additional expense.

398 Ms. Kassel asked can you submit that for next month?

399 Mr. Feliciano stated absolutely.

400 Ms. Kramer stated fire ant mounds are all around the Long Pond. We need a fire ant  
401 treatment. We have copious numbers of fire ants right now. If you can handle that, we  
402 would appreciate it.

403 Mr. Alvarez stated the horticultural team will be back out here. I will double check. It  
404 might be next week or the week after. Typically, when they are out here and they see ant

mounds, they are supposed to down route them. The only thing he can do is apply ant bait around the ant mound. If you down route them, it is much better; it kills all the ants.

Ms. Kramer stated we also have crabgrass. It was pointed out we have a lot of crabgrass in Harmony Square.

Ms. Kassel stated I had a question for the District Manager because now that we are in November and we have Board members who have just been elected by default because they qualified and ran unopposed. Do we need to do a reorganization?

Mr. Israel stated we will reseal. We cannot do it before November 22, so that will be part of the December agenda.

Ms. Kramer stated the election was very late this year, and we have to wait until the second Tuesday after the election. That will be on next month's agenda.

## **FIFTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Field Manager Report**

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

Mr. Morrell stated respectfully, I would like to take a minute to respond about Servello and what Mr. Feliciano said about the tree branches. Actually, we picked up all the branches throughout Harmony. I have pictures that will show what we were doing. I requested some assistance because we were short staffed, and that was for Cupseed Lane and Beargrass Road. Basically, they picked up tree branches at my request. If they picked up eight loads, that was not by my request.

Mr. Feliciano stated (conversation in progress on Zoom due to technical difficulties) golf course side, blowing the leaves over to the owners' side of Five Oaks Drive and Cat Brier Trail, and not picking them up.

Mr. Morrell stated they picked up some tree branches at my request. If they had eight loads, that was not ours. Basically, we picked up tree branches the day after the hurricane. I requested they pick up two tree branches. None of the rest they did was ours.

Ms. Kassel asked so I understand, they did or did not pick up seven loads of debris?

Mr. Leet stated maybe they did, but we did not ask them to. Is that what you are saying?

Mr. Morrell stated no, they never asked me about it, so basically they did it but not at my request. They already did it because that was part of the duties but not part of the hurricane contract. I never said something to field services at Servello to pick up all throughout Harmony.



439 Ms. Kassel asked did you see them doing it?

440 Mr. Morrell stated they did it.

441 Mr. Leet stated that is why we have declined that authorization in the past because we  
442 had field services.

443 Mr. Morrell stated I requested assistance between Cupseed Lane and Beargrass Road  
444 for two tree branches because we are short personnel who were busy in other areas, and we  
445 had the District truck fully loaded with tree branches. If they picked them up throughout  
446 Harmony, that was on them because nobody said anything.

447 Ms. Kramer stated we need to have Inframark work with Servello because we are  
448 paying for a full field staff who would have been able to handle it. We will let the two of  
449 them work it out.

450 Ms. Phillips stated we get these wonderful reports from Inframark. Mr. Morrell takes  
451 pictures, and we get the report every week of all the things that have been done by  
452 Inframark in the community. I wonder if Servello would consider making a master list of  
453 all the things that are outstanding and then show us as things are done so we can keep tabs  
454 on it. Maybe they did take the branches out, and maybe they did not. If it is on the list and  
455 we are all looking at it at least once a week, we can notice if they forgot to do something  
456 or if some of the residents call us and say something was supposed to be done. I do not  
457 know if we are allowed to do much before we get to this meeting, but we get here to the  
458 meeting and say we will look into it, and then it is another month. The reports Inframark  
459 sends every month are excellent.

460 Ms. Kramer stated those reports cover the deficits on Servello also, if you see a lot of  
461 them are assigned to Servello. Then he does a follow-up report you can compare to the  
462 previous one of whether it has been completed or not. Unfortunately, a lot of it has not been  
463 completed. That is where the complaints come in from residents about the look of the  
464 community. We currently have a request for proposal for landscape maintenance that is out  
465 on the streets. We are hoping to address that at our December meeting and possibly select  
466 a new landscape company for Harmony.

467 Mr. Morrell stated tomorrow is the pre-bid meeting with them.

468 Ms. Kramer stated yes, with anyone who is interested in bidding on that contract.

469 Mr. Leet stated we received one additional bid than we had.

470 Ms. Kramer stated yes. I look forward to getting those. Hopefully all four of them bid,  
471 and hopefully all four of them comply with the requirements so we can consider their bids.

472 Mr. Leet stated we are on our last road with Servello.

473 Ms. Kramer stated yes, we have had it.

474 Mr. Morrell stated the splash pad water pump is still on backorder. I talked with  
475 Andrew from Spies yesterday. They said initially last month they received a water pump  
476 with a crack, so they sent it back to the vendor. They are trying to get another vendor, but  
477 it is still on backorder. I reached out to the first two vendors, and they said it is hard to get  
478 this kind of pump with the size and specification of the splash pad.

479 Ms. Kramer stated we are waiting on a pump. We have no control over that. We will  
480 get the splash pad up and running as soon as the supply chain allows.

481 Mr. Morrell stated I am in contact with Andrew every two days. Next Monday, 4M&J  
482 Services will be fixing the issue on Buck Lane and the dog park. For the Swim Club exhaust  
483 fan, we sent the 50% deposit to the vendor. As soon as he receives the check, he will get  
484 the supplies and he will contact me to set up a date for the project.

485 Ms. Kramer stated that will repair the Swim Club vent fans that have been down for  
486 maybe five years or more.

487 Mr. Morrell stated yes. The Swim Club pool heater was repaired, and all is working  
488 fine.

489 Ms. Kramer stated the heater for the Swim Club pool has been going down a lot. Have  
490 we figured out what the problem is?

491 Mr. Morrell stated yes, initially it was a 40-amp controller from the well water pump.  
492 They replaced it. The next time he came was just to adjust the valve. When the pool  
493 maintenance service came, it was supposed to have more water flow going through the  
494 heater. It was adjusted. Now it is running from 85 degrees to 88 degrees.

495 Ms. Kramer stated we are having problems. Some residents keep asking to have it not  
496 as hot, and others want it warmer, so we are trying to meet that balance. But it is working  
497 properly.

498 Mr. Morrell stated yes, it is working properly. We have three vendors for the Harmony  
499 sign estimates. I do not know where it on the agenda.

500 Ms. Kramer stated the sign estimates are in the agenda package. I was a little confused  
501 about them. The one for the interchangeable sign, we do not need 12 interchangeable signs.

502 We only need one at each entrance, and those would be interchangeable to say things like  
503 meeting dates and inform people of where the meetings are and when for the Harmony  
504 Residential Owners Association (“HROA”), and even the other homeowners associations  
505 (“HOA”) could use those.

506 Mr. Morrell stated I can reach out to get a new estimate for the next meeting.

507 Ms. Kramer stated ask them if they can use the current boards that are up there instead  
508 of having to recreate all that. That would be helpful. The other sign estimate, we are not  
509 looking for new aluminum signs to go on them. We are looking for just the laminate sheet.  
510 If we can get the laminate sheet printed, it just presses on, so it should be a lot less expensive  
511 than \$7,000. It should be a couple hundred dollars.

512 Mr. Morrell stated next week, I will reach out to get them for the next meeting.

513 Ms. Kramer stated field services had been assigned to get some more alligator warning  
514 signs. There was supposed to be one for each of the foot bridges and a couple for  
515 Waterside’s lake. Have those been ordered? You can order them online. They do not have  
516 to be specially printed.

517 Mr. Morrell stated a vendor in Kissimmee is supposed to be sending me this. I should  
518 have the new estimate next week. Do you mean the locational signs?

519 Ms. Kramer stated no, these are just the small alligator warning signs you can order  
520 online, they come in, and you can put them in place.

521 Ms. Kassel stated they are \$30 apiece on Amazon.

522 Mr. Morrell stated I will talk with Mr. Perez regarding this because I have an inventory,  
523 and I want to be extremely sure how many we need.

524 Ms. Kramer stated we need two, one for each foot bridge. You need maybe four for  
525 Waterside. In a previous agenda package, you have almost 100. We do not need that many.

526 Ms. Kassel stated there are all kinds of signs as low as \$12.

527 Mr. Morrell stated you want low profile.

528 Ms. Kassel stated this one is great. It says, “Danger: Alligators and Snakes in the Area,  
529 Stay Away from the Water, Do Not Feed Wildlife.”

530 Ms. Kramer stated that works.

531 Mr. Morrell stated I will do this tomorrow.

532 Ms. Kassel stated this is \$28.64.



Ms. Kramer stated keep a low profile. We do not want them up in the air, blocking anyone's view. Also the kiosk signs.

Mr. Morrell stated actually, we installed one of them. We figured it out how to copy and laminate it. Tomorrow I can try to get one for a sample from Office Depot. They can make copies and laminate them. We can install them under the plexiglass.

Ms. Kramer asked you have gotten all the files?

Mr. Morrell stated yes. We are going to paint all the stands and the plexiglass.

Ms. Kramer stated that is critical because it really takes our neighborhood down.

Mr. Morrell stated we are waiting for reimbursement from Kissimmee Motor Sports for the repairs. They told me they will send it to me onsite, so it will be arriving in our office in Harmony.

Ms. Kramer stated that is about \$3,000 for warranty work.

Mr. Morrell stated for the clutch repair.

Ms. Kramer stated it was about 18 months ago.

Mr. Morrell stated when I went to the facility, the person from Polaris was there, so it was easier to explain.

#### **B. Field Proposals**

i. **Global Turf #16747, 1200 Hauler**

ii. **Global Turf #16746, 800 Haulers**

iii. **Advantage Golf Cars #85569, Club Car**

iv. **Advantage Golf Cars #85568, E-Z Go**

v. **Wesco Turf #14439, Toro Workman GTX**

Ms. Kramer stated these are proposals for replacement vehicles. One vehicle was stolen, and one was in an accident. These are vehicles for staff to get around our community.

Mr. Morrell stated Mr. Perez had all the information regarding these, but he told me the agenda included the three different prices.

Ms. Kramer stated proposal #16747 from Global Turf is for a Cushman for \$12,918.30. I presume that is a new one. Proposal #16746 is for two used Cushman gasoline powered for \$11,990. Proposal #85569 from Advantage Golf Cars is for a new electric club car, 48 volt, for \$10,839. Proposal #85568 is for lithium ion E-Z-Go for \$12,530, which has a two-year warranty on the vehicle and five-year warranty on the lithium battery. Westco Turf provided two proposals for Toro Workmans. Proposal #14439 is for a Toro Workman lithium for \$19,589.94 and a Toro Workman electric, which is just batteries, for

567 \$15,318.32. Both of those have a two-year warranty or 1,500 hours. The bigger question  
568 we need answered, other than price, is availability. I did not see anything in the agenda  
569 package as to which, if any of these, are currently available. I presume the two used ones  
570 are available immediately. I presume they are on the lot. Do you know or did Mr. Perez  
571 give you any information about this?

572 Mr. Morrell stated the only thing I know is the golf carts have beds for tools.

573 Ms. Kramer asked would the Board consider tabling this until Mr. Perez is able to  
574 regain the connection? This is an odd day for our meetings, and Mr. Perez and Ms.  
575 Montagna are at other previously committed meetings today.

576 Ms. Kassel stated we need to understand all of this, the pros and cons of each option  
577 and what is recommended as giving us the best price and service.

578 Ms. Kramer stated if Mr. Perez joins before the end of the meeting, we will consider  
579 these items. If not, we will table this until next month.

580 Mr. Jonathan Sarlo stated this is a thankless job. I understand the frustration of the  
581 community members. I understand the frustration probably of the Board members, in terms  
582 of seeing a lot of things out there. It should not fall on deaf ears, and there are a number of  
583 issues.

584 Mr. Israel stated I would leave it for the end so we can get through the meeting.

585 Ms. Kramer stated yes, if we do resume connectivity with Zoom, we need to leave the  
586 rest of audience comments for the end of the meeting so we can get through our business  
587 items. We need to wait for our Board member and attorney at a minimum.

588 Mr. Israel stated going back to the parts, they were actively available when these quotes  
589 were given, but that was about 60 days ago, so we are not 100% sure if those parts are still  
590 available. They were at the time.

591 Ms. Phillips stated we are asking for these quotes, and they are provided for the  
592 meeting. Can we just give a list of specifications to Inframark and have them pick out the  
593 best one for your duties, not to exceed a certain price? If they bring it to us and there is a  
594 shortage, especially with the hurricane in southwest Florida, they will be needing that type  
595 of program for all the work that will be going on down there.

596 Mr. Leet stated we will reopen audience comments at the end of the meeting. We have  
597 had unexpected connectivity issues. We are moving on to the District engineer's report and  
598 through the agenda. We will open the floor for comments at the end of the meeting.

**C. District Engineer Report**

**i. Updates**

Mr. Hamstra stated I have two updates and two questions. First, you approved the milling and resurfacing for neighborhoods C-1 and C-2. The agreement has gone back and forth between Mr. Wes Haber, Greg in my office, and CCI the contractor. He has signed the agreement. I think it has gone back to Mr. Haber to review because he made some changes. If Mr. Haber accepts those changes, then it will go to Ms. Kramer for signature, and they will be good to go. That is in progress.

**ii. Estates Drainage**

Mr. Hamstra stated at the last meeting regarding the Estates, we had grouped together all the recommended improvements. The Board asked me to break those up into pieces so we can phase it. If you recall, we had three distinct repairs. One was two pipes that need to be slip lined because the entire pipe has been compromised. The one pipe was compromised because of fence posts, and all the pipes connect to inlets that had all the leaks and poorly constructed connections. I am recommending, and I brought a proposal from Atlantic Pipe Services, to delay the slip lining of the pipes until the houses continue to be completed so that we do not have any equipment going out there and potentially compromising them. The proposal I will distribute is for the eleven specific repairs: seven where the pipes touch the inlets, and four places where the pipe joints are separated but the pipes are too small to get slip lined. It is eleven repairs in total, in the amount of \$27,715. This will not require any permitting. It is all considered 100% maintenance. I will provide this to Mr. Israel and the Board for your files. I received it just today from the vendor. I told them we were going to put on hold the slip lining for now. This proposal is for the eleven specific repairs that were identified during the closed-circuit televised section that was done several months ago before the hurricanes came.

Ms. Kassel stated this is asking for a local dump site.

Mr. Hamstra stated I am not sure what they have that needs to be disposed. If you approve this, I can talk with Brandon about what he is disposing of. We are not asking them to pull out any products. We are asking them to remove the inlets. I am not sure if it is just the canisters or the products that get delivered when they do the work. I will ask him.

Ms. Kramer stated the canisters and stuff would pretty much be our current waste hauler. If you could check on that, it would be appreciated.



632 Ms. Kassel asked to what degree will these repairs help reduce some of the flooding  
633 that has been going on in the Estates?

634 Mr. Hamstra stated the only flooding that is taking place is at the Gables, and that is  
635 not even flooding. It is a nuisance, but their particular property backs up against the lowest  
636 area in the community. The inlet that drains that area is affected by high stages in the pond,  
637 which gets affected by the lake it is discharging into. Unfortunately, none of this goes  
638 toward alleviating that. This is just to repair a compromised infrastructure. I wish I had a  
639 simple solution for them. If we fill in that area, then we are compromising the vegetation  
640 and the whole reason we had an open space back there. We cannot install a pump and keep  
641 pumping into the lake because it will come back at us since the lake will be high. I wish I  
642 had a silver bowl for that to help them out.

643 Ms. Kramer asked those low areas that are common space or District-owned land, were  
644 they designed as dry retention? Can you tell?

645 Mr. Hamstra stated I do not think they were designed from the stormwater management  
646 system because the ponds were designed to handle quality and quantity. I think it was just  
647 the intent not to disturb the vegetation and maybe not looking carefully at the topography  
648 versus the ponds. Maybe it should have been caught.

649 Ms. Kramer stated it is not going to correct that problem, but that problem is not a  
650 flooding problem that will endanger anyone's home. It is not really flooding.

651 Mr. Hamstra stated it is not structural flooding; it is nuisance flooding.

652 Ms. Kassel stated we only had this problem since we have had a lot of rain. When the  
653 lake was low and the ponds were lower, it was not an issue. But because we have had a lot  
654 of rain—this spring, last year, a hurricane with twelve inches of rain in September—I think  
655 that has added to the problem the Gables are experiencing. There is just a high water table  
656 right now. The ponds and the lake are high.

657 Mr. Hamstra stated we had problems in other areas, but we found out the County has  
658 some plugged pipes. They came out and unplugged them, so that solved that issue. That  
659 has gone away, so that has been fixed by the County. During dry periods, it should be  
660 perfectly normal. During above-average wet seasons, like we had this year, it will be  
661 problematic for them, unfortunately. Mosquitoes are quite out of control sometimes.

662 Ms. Kramer stated these repairs are going to fix and prevent the problems that we saw,  
663 maybe before Mr. Hamstra's time, near the tavern where we had a break in the pipe and

664 the soil went down the pipe, which resulted in further pipe clogging and deposition in the  
665 stormwater ponds.

666 Mr. Hamstra stated the pipe joints being separated too far causes the earth above it to  
667 eventually create a little sinkhole. It dumps the dirt in the pipe. The pipe gets clogged again.  
668 Then people are concerned if they have a sinkhole in their yard. It is to remedy those  
669 situations.

670 Ms. Kramer asked that is this proposal?

671 Mr. Hamstra stated that is the eleven repairs.

672 Ms. Kramer stated the remainder of the repairs will be done after they build out the  
673 Estates because the construction process could affect those pipes.

674 Mr. Hamstra stated the two locations where the pipes need to be slip lined, once those  
675 adjacent lots are done, then we can do them. We do not need to wait for the whole  
676 subdivision. It is two distinct areas where the pipes will be slip lined. If they ever finish the  
677 houses in the Gables which are taking forever, we will look into that. I know you wanted  
678 to separate this and delay some of the costs to the Estates, but this first one is the eleven  
679 repairs specifically to the pipes and inlets.

680

681 Ms. Phillips made a MOTION to approve the proposal  
682 from Atlantic Pipe Services for eleven pipe and inlet repairs,  
683 in the amount of \$27,715.

684 Ms. Kramer seconded the motion.

685

686 Ms. Phillips stated we do not want to do it.

687 Ms. Kassel stated we do not want to spend the money.

688 Ms. Kramer stated we do not, but this is the core of what the District does, which is to  
689 maintain the infrastructure to make sure our houses do not flood. This is the core mission  
690 of the District.

691 Ms. Kassel stated especially when it comes to water issues.

692 Ms. Kramer stated yes, especially in Florida. Does Mr. Short have any questions? I  
693 know you do not have a copy in front of you.

694 Mr. Short stated I do not have any questions. It seems like a logical path. It seems  
695 overdue.

696 Ms. Kramer stated yes.

697 Mr. Leet stated it will not get any cheaper.

Ms. Phillips stated exactly.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the proposal from Atlantic Pipe Services for eleven pipe and inlet repairs, in the amount of \$27,715.

Mr. Hamstra stated I will have Atlantic Pipe Services get with Mr. Haber to get the agreement underway to get them started.

**iii. Hurricane Nicole Request for Public Assistance**

Mr. Hamstra stated my last item is a question for Mr. Israel or the Board on the debris cleanup. Are you filing for public assistance from FEMA? Or are you just absorbing those costs?

Mr. Israel stated I think our intent is to try to get it wherever we can.

Ms. Kramer stated I do not know what the process is. Will it cost more to apply for it? We had very little debris.

Mr. Hamstra stated it will take three to five years to get reimbursement. It is quite a process, and they are very specific about regular yard debris, debris caused from the storm, and trash. If you were not careful about keeping track of those independently, your chances of receiving reimbursement will probably be compromised.

Ms. Kramer stated I do not think we had any trash at all. We had minor tree debris. A lot of the residents, when the tree debris fell on their yards, cleaned it up themselves. We had maybe one or two trees that had already died and came down, but they were very small.

Mr. Hamstra stated I bring it up because there is a 60-day clock in which to apply.

Mr. Israel stated I can get with Ms. Montagna and Ms. Brenda Burgess to see if they started that process. I know that was one of the first things we did for pretty much all our districts. We started going down that process.

Ms. Kramer stated let us balance out the cost for applying to what we might get back.

**iv. Miscellaneous**

Ms. Kramer stated the road through the garden, there was an issue. There was some confusion. The Harmony Central folks in exchange for an easement agreed to grade that road. Evidently when our previous attorney provided the documents, it only included that area in the pipeline right-of-way and not the area from the right-of-way to where the RV storage gates are now. They have done that. I spoke with Mr. Dan Evans, who is heading up the development in Harmony Central. He understood and was confused. He said the person who negotiated this was a man. Evidently, it was Mr. Berube. He did not carry



733 through on what the desires of the Board were to have, not just the area that they were  
734 going to damage graded but our entire road in exchange for the easement. That fell through  
735 the crack. I spoke with Mr. Evans, and he said he will be getting with Jr. Davis and get  
736 back with us. He is pretty sure that if we can arrange to provide the shell material that the  
737 road is made out of now, he can get them to come in gratis and grade it and improve that  
738 road. I wanted to check with Mr. Hamstra. Is shell material the right thing to put down  
739 there now?

740 Mr. Hamstra stated gravel is better, but if you are getting it done for free, do it.

741 Ms. Kramer stated they are not going to provide the material. The District has to  
742 provide the shell or gravel. You are recommending gravel?

743 Mr. Hamstra stated yes.

744 Ms. Kramer stated they mentioned shell.

745 Mr. Hamstra stated shell kind of degrades when it gets wet. They have only done  
746 parallel to the road; when it peels off toward the RV lot, they did not do that portion.

747 Ms. Kramer stated correct. But he said he would try and work it out to where they will  
748 provide the equipment and manpower if we can provide the material. They could come in  
749 here and just knock the top off and knock them in, but we have seen already on the part  
750 they already did that it is deteriorating quickly again.

751 Ms. Kassel asked really? On the part we just did?

752 Ms. Kramer stated yes. It is starting to rut quickly. Maybe that is why it is important to  
753 put gravel on it, to mix it in with the shell. I will stay in touch with him and get that worked  
754 out and get field services to find some providers of gravel so we can get that done.

755 Mr. Hamstra stated when all the paperwork is signed for the milling and resurfacing,  
756 we may want to do some type of information, door hanger, or email for a heads up for those  
757 residents when they will be doing the work because it will be making some noise. Probably  
758 after the holidays.

759 Ms. Kramer stated that sounds great. One other thing we discussed when you first were  
760 engaged were the cattails in our stormwater ponds that we are responsible for maintaining  
761 on the golf course. Have you been out there to assess those golf course ponds yet?

762 Mr. Hamstra stated I have not been yet. Mr. Morrell and Mr. Perez let me know that  
763 Mr. Morrell and his staff have finished my first round of cleanups on ponds outside the  
764 golf course. Now that the weather is getting nice, I will get the interior as well.

765 Ms. Kramer stated that will be great because the golf course has contacted us. We are  
766 also having cattail growth. As you know, it was pretty bad already, and it has gotten  
767 exponentially bad. As I think we were advised by either Katherine or you that when the  
768 biomass gets that big, then it is no longer a spray treatment but is a harvesting. It looks like  
769 we are there.

770 Mr. Hamstra asked is that a District responsibility or the golf course?

771 Ms. Kramer stated it is our responsibility.

772 Mr. Hamstra stated I know the control structures are yours. I did not know if the ponds  
773 on the golf course were yours.

774 Ms. Kramer stated we have an easement and agreement.

775 Ms. Kassel stated to maintain the stormwater drainage system.

776 Ms. Kramer stated yes. The golf course folks were a little upset that we were  
777 erroneously told or informed that they wanted us to keep our hands off the ponds. I think  
778 that was three or four years ago.

779 Ms. Kassel stated I was told as a Board member that the golf course did not want us  
780 managing their ponds.

781 Ms. Kramer stated that was erroneous. That was not right.

782 Mr. Hamstra stated that is why the map shows blue outside the golf course for District-  
783 maintained ponds, and inside the golf course we did not do the ponds but the control  
784 structures. If you are telling me that we also maintain the ponds, I will update the map.

785 Ms. Kassel stated they do not belong to the District, I do not think, but we are obligated  
786 to maintain them because they are part of the stormwater management system.

787 Mr. Hamstra stated I will give them a different color to distinguish that.

788 Ms. Kassel stated it is interesting because up north, we have problems with the common  
789 reef and are always looking for cattails, but they are a problem here.

790 **D. District Counsel Report**

791 **i. Memorandum to District Regarding Surplus Property**

792 Ms. Kramer stated this memorandum on surplus property is how to deal with disposing  
793 of surplus property in the District. It is my understanding that this was provided for  
794 guidance only, in that, we should follow this but not necessarily for any Board action. Is  
795 that correct?

796 Mr. Brown stated yes, that is correct. Depending on the Board's evaluation and the  
797 property in question, the memorandum lays out pretty basic paths for you to consider for

798 whenever you are prepared to make a decision about the sale or donation of any surplus  
799 property the District owns. I will give you my 10,000-foot thoughts on it. The first option  
800 is just to limit the sale or donation to non-profit entities, first within the County and then  
801 outside the County. The process is a little less involved from a procedural standpoint, but  
802 of course you are talking about a more limited pool of potential purchasers. That might be  
803 a good option if the Board is inclined for policy reasons or because you had particular  
804 entities or non-profits in mind. If you want to go that route, it is a little less cumbersome  
805 but procedurally a little more constrained with respect to the parties that you would be  
806 negotiating with. The other option is under Section 274.06, Florida Statutes, and there are  
807 two paths under that Statute, depending on the value of the property. If it is less than \$5,000,  
808 there is less procedure involved, and you have a broader scope of potential buyers,  
809 including private properties in addition to public entities and non-profits. If it is greater  
810 than \$5,000 in value, there is more process involved: a public auction and the requirement  
811 to make the sale to the highest possible bidder, and a published notice, for example. You  
812 have a couple different options for the Board to weigh from a policy perspective, depending  
813 on the facts, the value of materials, and what the Board envisions.

814 Ms. Kramer stated they provided the different resolutions that would be used for each  
815 of the different categories. My understanding is we may have some surplus property in the  
816 vehicles that we will be scrapping once the insurance is finalized. At this time, we will take  
817 that under consideration and select the proper resolution at the time.

818 **ii. Meeting Videos on a Third-Party Website**

819 Ms. Kramer stated this is a question we had previously about being able to post our  
820 meeting videos on a third-party website, such as YouTube.

821 Ms. Kassel stated there was nothing in the agenda package regarding this, no  
822 memorandum.

823 Mr. Brown stated no, there is no memorandum. It is my understanding that you can  
824 post the meetings on YouTube. In particular, I think there may have been a question about  
825 the requirements to include subtitles and closed captioning for the videos. There is no  
826 requirement to include closed captioning for those videos posted on a private, third-party  
827 site, like YouTube.

828 Ms. Kramer stated at this point, it seems we are allowed to do that. If the Board is  
829 interested in doing that, I think we should just go ahead and entertain a motion to permit  
830 that to be done.



Ms. Kassel stated I do not know who is going to do it, but I will make that motion.

Ms. Kassel made a MOTION to approve Mr. Leet posting meeting videos on YouTube for public consumption.  
Ms. Kramer seconded the motion.

A Resident stated if you put Mr. Leet's name in the motion, you will have to amend it later when he leaves the Board.

Ms. Kramer stated we can just say "the Board."

Ms. Kassel AMENDED the motion to approve the Board posting meeting videos on YouTube for public consumption.  
Ms. Kramer seconded the amendment.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the Board posting meeting videos on YouTube for public consumption.

Ms. Kassel stated when Mr. Leet is no longer on the Board and is no longer posting these, just because he is not on the Board does not mean he cannot record them via Zoom and post them on YouTube. But my question is, what happens that we have now approved this, and Mr. Leet moves or is no longer able to post them.

Ms. Kramer stated the Board will have to readdress it at that time.

### **iii. Right-of-Way Mowing Responsibility**

Mr. Brown stated I believe we provided an email in your agenda package that Mr. Michael Eckert prepared, laying out the summary of his findings regarding this issue, in particular focused on the grass in between lots and the street, the landscaping within the rights-of-way in that area. The bottom line is reflected in the materials in the agenda package, that the District has the ability to maintain that area if it would like to because it owns that area, but there is a requirements in the covenants and restrictions for the community that imposes an obligation on the adjacent property owner to maintain that strip of grass and the landscaping. In terms of obligations of the District as opposed to rights, the District has a minimum obligation to maintain it at the level required by County code. I believe the covenants and restrictions impose a higher standard on the property owners to maintain it to the standard in the community, which would exceed the bare minimum required by County code. Beyond that, if there is a life or safety immediate issue, the District should address it and not try to address through, for example, working with the

HOA for the home owners to maintain that area. I think that is a basic summary of what Mr. Eckert provided for the agenda package. I can address any questions if there are any.

Ms. Kassel stated I will just say that the memorandum in the agenda package is the result of some residents coming to the meeting last time and asking about the legal authority to require residents to maintain their easements: the area between the sidewalk and the curb. The developer had decided it would be included in landscaping on the boulevards, namely Five Oaks Drive, Cat Brier Trail, and Schoolhouse Road, because those are the boulevards that everyone passes when they come to look at a house to buy. The developer included that. In an attempt to save money, partly, and also in an attempt to make things more equal because the people who lived in those homes for 20 years have the benefit of not having to pay or deal with the maintenance for those areas, we thought it was time to return the responsibility over to the people who own those lots for maintenance of those particular areas and also save the District—and all the residents—money at the same time. That was the thinking behind returning, or turning over, the maintenance, which includes fertilization and weeding. We will continue to water because the irrigation system runs under there. The District will continue to water and maintain the irrigation for those areas, but residents are required to fertilize, mow, weed, et cetera in those areas. At the last meeting, several people asked how we can require them to do that. So we asked our attorney to look into the legality of the District returning this area over to owners to maintain and now it is your obligation to maintain it. This memorandum in the agenda package explains why it is legal.

Ms. Kramer stated excellent summary.

Ms. Phillips stated I believe it was \$17,000 the District will save.

Ms. Kassel stated through Servello. Another vendor was \$120,000.

Ms. Phillips stated I just figured out how much if we did all of Harmony, so everyone is treated the same, because they do not take care of my easement. For mowing, there are 1,580 homes, and at \$17,000 for approximately 100 homes, it is \$170 per year for each home. For 1,580 homes, it would be \$268,600.

Ms. Kramer stated that is considerable.

Ms. Phillips stated that is if we want it to be fair. We all have easements. Why are some people getting theirs taken care of? I understand why the original developer did it, but we are not him.

900 Ms. Kramer stated thank you for that analysis.

901 Ms. Phillips stated I drove Mr. Perez and Ms. Montagna crazy. They just wanted to  
902 understand what I was asking, and I got it finally. I suspect we do not want to take a motion  
903 to maintain everyone's easement, to the tune of \$268,600.

904 Ms. Kramer stated that was at \$17,000.

905 Ms. Phillips stated yes, that was at the low estimate.

906 Mr. Leet stated while we are discussing this, I guess this goes to one of the proposals  
907 we discussed earlier, I agree we definitely have the legal standing to make this change and  
908 treat all the property owners the same way, where they are required to maintain that area  
909 in front of the sidewalk. In this particular case, though, in the past where the District had  
910 been responsible for the maintenance there and that maintenance was lapsing, and now we  
911 are throwing the switch and saying it is the owners' responsibility, I think we should at  
912 least look at that. There may not be a perfect solution to this, and maybe this goes away  
913 when we save that money the first year and then it is a savings going forward, but I think  
914 we should at least consider making sure that when we turn over this responsibility that we  
915 are at least leaving it in decent shape, and if it had lapsed, we address it.

916 Ms. Kramer stated I understand what you are saying. We had several proposals for the  
917 frontage on just one home or a number of them. One proposal was \$1,000 per home to do  
918 the grass in front. This latest one was \$1,600 for one home, and then multiply that times  
919 100 homes.

920 Mr. Leet stated I am just bringing it up for consideration. I do not think all 100 homes  
921 have lapsed.

922 Ms. Phillips stated we can make decisions on an individual basis.

923 Mr. Leet stated that is something maybe Inframark can look at.

924 Ms. Kassel stated I would like to see, at least minimally, leaf removal, fertilization, and  
925 checking that the irrigation is working correctly.

926 Ms. Kramer asked as a one-time event?

927 Ms. Kassel stated yes.

928 Ms. Kramer stated we can ask Inframark for a proposal to do that.

929 Ms. Phillips stated there is also an option of putting down groundcover if you do not  
930 want grass. I am in the process of fixing up my yard, and I see some really nice groundcover  
931 on some of them.

932 Ms. Kramer stated that is what we have discussed because they are very shaded.

933 Ms. Phillips stated for people who park in front of their house instead of the garage,  
934 they are walking over it many times a day.

935 Ms. Kassel stated there is a particular house on Cat Brier Trail that we were requested  
936 to look at over a year ago, actually a number of areas. The problem was, the leaf litter had  
937 not been picked up, the irrigation had been turned off, it had not been fertilized, and it was  
938 just being ignored. As I mentioned at the last meeting, I did not feel good about turning  
939 over these easements to homeowners to maintain when the District had not maintained  
940 them very well. Please look into it.

941 Mr. Short stated this follows under the residents' responsibility due to the HOA. Does  
942 the HOA also dictate what kind of groundcover can be there and what kind of grass and  
943 things can be put there?

944 An HROA board member stated yes.

945 Ms. Kramer stated Inframark will be looking into doing a survey of what might be  
946 needed and what the cost would be to do some preliminary work to get those areas up to  
947 par at this time. We will bring it back for the December meeting.

948 **iv. Consideration of Resolution 2023-02, Use of Private Emails**

949 Mr. Brown stated you have a resolution in the agenda package, which establishes a  
950 policy reflected in Exhibit A thereto for use of District email addresses by Supervisors. The  
951 policy, in short, requires Supervisors to use those email addresses. In the event you receive  
952 an email that would be a public record concerning District business at your private email  
953 address, it would require a Supervisor to forward that to their District email address for  
954 purposes of maintaining public records and ensuring those records are preserved.

955 Ms. Kramer stated a little background behind this is, when we were looking into the  
956 legality of the RV parking area and storage area, it came to our attention that a previous  
957 Board member had been using his personal email address, and so very little, almost none  
958 of the items that are supposed to be in our public record repository dealing with that issue  
959 are in them. We wanted to immediately clean that up and get all the Board members now  
960 and in the future to use District email addresses. I think it was an insipid policy in the past  
961 that we all use our District email addresses, to be sure we maintain the public records. It  
962 was not complied with, and it may end up costing the District money to regain those public  
963 records. That is also being looked into, to basically close the barn door.

964



Ms. Kassel made a MOTION to approve Resolution 2023-02, regarding use of private email addresses.  
Ms. Phillips seconded the motion.

Mr. Leet stated I want to make sure this resolution is strictly talking about email communication. If communication is taking place by, say, text messages, does that need to be included in this or handled separately? I want to make sure we all understand.

Ms. Montagna stated you should not be communicating District business via text. We try to stay away from that. In the case where you do, yes, that is subject to a public record, as well. I can let legal opine on that, but you should try to stay away from that.

Mr. Brown stated the resolution itself does not speak to text messages or other forms of communication. It is specific to emails. That is correct. whatever the form of communication, if you are creating a record regarding communication of District business, that would constitute a public record, whether it is on Facebook or through a text message. All those things could potentially end up being public records, and there would be an obligation on the part of the District to maintain. Sometimes, those things are unavoidable. As to the comment that was just made, if there are instances where communication of District business or back-and-forth between a resident and a Supervisor, for example, by text message, I will ask you to take a screenshot of that and email it to your District email address. We try to avoid those things unless it is something the District has a plan in place to ensure that its records are being maintained.

Ms. Kramer stated a question for Ms. Montagna, yourself, and Mr. Perez. Are your text messages with Supervisors maintained as public records at this time? Being that you have Inframark phones and are the public records custodian, if we are texting you or Mr. Perez or another Inframark employee, do those then get catalogued? Or should we be taking screenshots and saving them to our emails?

Ms. Montagna stated anytime that I send texts to a Supervisor, if I am traveling or something and cannot get to my email, I usually follow it up with an email, but we will make sure those are screenshot and deposited in the District files.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-02, regarding use of private email addresses.

#### **v. Basketball Court**

Ms. Kramer asked does Mr. Brown know about this issue, as far as the letter of request?

1001 Mr. Brown stated yes, I do. I am familiar with the background on this issue and that  
1002 there is an issue with the leveling of the basketball court and pooling or puddling issues  
1003 because there are some deviations in the surface of the basketball court. I also understand  
1004 there were some plenary representations by a representative of the contractor who did that  
1005 work and they were going to work with the District to make repairs. That did not happen,  
1006 and I believe we received some correspondence from an attorney retained by the contractor  
1007 demanding payment of the remaining amount under the contract to be paid. Our  
1008 recommended course of action would be to prepare a response to that demand letter,  
1009 explaining the contractor's failure to perform and stating payment will not be made until  
1010 the defects are addressed. We cannot make any promises at this point about what the  
1011 outcome would be from this point going forward. In my experience in the service industry,  
1012 you end up with some sort of what I call settling your posture, where maybe you do not get  
1013 everything you might get out of this, but it is some sort of resolution for the District, and  
1014 certainly not just turning over what remains to be paid on the contract given the failure to  
1015 perform. We will evaluate how things proceed from here, but as an initial first step, our  
1016 recommendation is to prepare a response to that letter.

1017 Ms. Kramer asked do you need any direction from us?

1018 Mr. Brown stated no, I do not believe we need any direction. If the Board has any  
1019 questions or if there is a desire to consider alternatives, the Board has them, but this is our  
1020 recommended next step.

1021 Mr. Leet asked do you have the information we collected about the performance not  
1022 being to the contract?

1023 Mr. Brown stated I believe we do. I think Mr. Haber has all that. I would ask if there is  
1024 anyone in particular we should be coordinating or interfacing with on preparing that letter,  
1025 or if the Board would like to appoint a particular Supervisor—the Chair or Vice Chair, for  
1026 example—to provide final review and approval of the response.

1027 Ms. Kassel stated I am happy to let the Chair review and approve if she wants to.

1028 Ms. Phillips stated I am, too, since she is the one who measured all the depths and is so  
1029 familiar with it.

1030 Ms. Kramer stated that, I am. Yes, I will go ahead and do that if you will let Mr. Haber  
1031 know I will be his contact on this. Hopefully we can resolve this to everyone's satisfaction.

1032 Ms. Phillips stated they sounded agreeable on the phone that night when we brought it  
1033 up. It does not appear they made any attempt to rectify it, other than to go straight to their  
1034 attorney.

1035 Ms. Kramer stated in fact, they did not even invoice us for the final payment. They just  
1036 sent a letter from the attorney. That speaks volumes. I looked back through the minutes,  
1037 and the key statement is, "Mr. Leet stated we are clear there will be some water. I think we  
1038 are talking about one-eighth inch versus three-quarters inch." The representative from  
1039 AAA Court Services, Ms. Leonard, stated, "yes and that is a very large difference. We will  
1040 definitely correct that issue."

1041 Ms. Kassel stated then she said she was going to check with the owner of the company.  
1042 Apparently, he must not have agreed.

1043 Ms. Kramer stated yes, this is where we stand right now. We will work to have it  
1044 resolved. I would love for them to come back in and fix that ponding issue. We will do our  
1045 best to do what is best for the District on this.

1046 **vi. Miscellaneous**

1047 Mr. Brown stated I will relay these issues to Mr. Haber and Mr. Eckert.

1048 Ms. Kassel stated I have a question about the public records from our previous legal  
1049 counsel, whether or not they have been received, and what the status is.

1050 Mr. Brown stated they have not been received. It is my understanding that our office is  
1051 working on a sternly worded letter to your former counsel and some others with regard to  
1052 production of those records.

1053 Ms. Montagna stated I am not sure if Mr. Haber or Mr. Eckert responded to you  
1054 regarding Mr. Leet's question about placing videos on YouTube. I do not know if you have  
1055 that information, but it came down to yes, we can place them on YouTube as a resident, as  
1056 opposed to as a representative of the District.

1057 Ms. Kramer stated we dealt with that already. They announced it was fine for the  
1058 District to post those.

1059 Ms. Montagna stated great.

1060 Mr. Brown stated the videos being recorded are public records, so if an individual  
1061 resident wanted to come in and record a meeting, they could. They could post it where they  
1062 wish. There is no issue with who is posting those.

1063 Ms. Montagna stated perfect, thank you.

Ms. Kramer stated there is one other item I would like to inquire of or mention to the Board, while we are under the legal counsel agenda item because it bleeds over into the manager's report. I wanted to touch on it right now. As we look toward moving field services, which is required because we are not up to code having the trailer in the back corner, we investigated the possible location where we could move that facility. Because there is the easement language, they looked at it and determined that the easement, unless it has been affirmatively in writing conveyed to another entity, it is still held by Birchwood LLC. Birchwood Partners is still an active entity within the State of Florida. This easement language not only flows to the parcels in question—U-2 and B-1—but it is also attached to our linear park around the golf course to all of the areas adjoining our streets and homes. All of our pocket parks are burdened by these easements, and this puts us in a potentially very dangerous position in the future if someone wanted to come in and do anything with these parcels. I would like to propose tonight for the Board members to think about and come back maybe in December and discuss it further, which is possibly have our District legal counsel to approach whoever the current controller of Birchwood Acres is. My understanding is, this entity has moved completely out of the area and is not involved in any development at this point to our knowledge. Approach them and see if they would be willing to release the blanket easement language over all those multiple parcels throughout Harmony. We can do it that way. The other thing we could do, he indicated we could go to eminent domain if we needed to go that far with it, or just ignore it and make them force us out, which I do know I am very uncomfortable with that option. Think about it, and next month we can make a decision as to which direction we go to clear up those legal questions on our land ownership. Did I explain that okay?

Mr. Brown stated yes, very well.

#### **E. District Manager Report**

##### **i. RV Lot Closure**

Mr. Israel stated we drafted a letter that is included in your agenda package. It was sent on November 8, and it informs the residents of the closure that will take place at the end of the year with the refund of fees that will be on a prorated basis.

Ms. Kassel stated I heard that some have not received that letter.

Mr. Israel stated yes, I will doublecheck when I get back to the office, but as far as I am aware, November 8 is when they were at least dropped off at the post office.

Ms. Kassel stated it is nine days later.



1097 Ms. Kramer asked has anyone here not received the letter?

1098 Two residents indicated they have not received the letter.

1099 Ms. Kramer stated we know the postal system is having serious problems. Hopefully,  
1100 if you will give us a heads up by email if and when you get those letters, that way we can  
1101 follow up.

1102 Ms. Kassel stated I wonder if we may need to, at this point, since it has been three  
1103 weeks when we hoped that letter would go out, maybe we extend the date.

1104 Ms. Kramer stated we could hand deliver the letters. There are only 25.

1105 Ms. Phillips stated I was going to bring this issue up at the end, but I did not know  
1106 when to do it.

1107 Ms. Kassel stated you can do it now or under Supervisors' Requests.

1108 Ms. Kramer stated now works.

1109 Ms. Kassel stated I was going to suggest we extend the closure until January 31, 2023.

1110 Ms. Montagna asked if we have email addresses for everyone, and I do not know if we  
1111 do, but if we do, would it be beneficial to email them a copy of the letter that was mailed?  
1112 They were, in fact, dropped off at the post office on November 8.

1113 Ms. Kassel stated be that as it may, two of the people at the meeting have rental spots  
1114 at the lot, and neither of them received the letter, and it is nine days later.

1115 Ms. Phillips stated she is saying she can do it by email instead.

1116 Ms. Kassel stated I understand.

1117 Ms. Montagna stated I understand that.

1118 Ms. Kassel stated it is already nine days later, which is 10+ days later after we requested  
1119 a letter go out. What I am saying is, we might extend the closure by a month. Next week is  
1120 Thanksgiving, and people may have family in town, and then it is the holidays. Maybe we  
1121 just give them more time.

1122 Ms. Kramer stated Ms. Phillips can proceed with what she planned to say.

1123 Ms. Phillips stated we have been talking about the RV lot, but at the meeting last month,  
1124 we finally made the decision to close it because of the County codes and the expense. It  
1125 was difficult. But then, all of a sudden, we discussed when we are going to close it, and we  
1126 jumped on it. This has been eating at me since last month because they were not going to  
1127 get their letters until November, and now we are in the busiest time of the year with the  
1128 holidays and Christmas coming. I really do not think the County would do anything to us

1129 if we gave them even until March 31, 2023. The ones with huge vehicles will take some  
1130 doing. We could do the end of their lease or March 31, 2023, whichever comes first. If  
1131 someone's lease ends at the end of December, then they have to move it.

1132 Ms. Kramer stated I want to provide it because I think it is important. We are in this  
1133 situation because a Board member withheld a lot of information from the entire Board.

1134 Ms. Phillips stated yes.

1135 Ms. Kramer stated I did inquire of our legal counsel and of our District manager as to  
1136 the liability because someone posted that we have insurance to cover any liability. They  
1137 investigated, and just like any homeowner's insurance, our insurance has the same out, that  
1138 if we are operating any kind of facility or amenity that is not in compliance with County  
1139 codes, they do not cover us.

1140 Ms. Kassel stated it is what we have been operating at for all these years.

1141 Ms. Kramer stated I want you to be aware that we are hanging out on a limb. That being  
1142 said and you now having all the facts before you, I would entertain a motion if the Board  
1143 so desires to change the final date of closing.

1144 Ms. Phillips stated I had one other idea, too. Can I bring that up now?

1145 Ms. Kramer stated you certainly may.

1146 Ms. Phillips stated we have 73 spaces, and it will cost approximately \$500,000 to do  
1147 the whole road going back there.

1148 Ms. Kassel stated it was less than that. It was the road, fencing, landscaping, and  
1149 lighting.

1150 Ms. Phillips stated I heard only \$500,000.

1151 Ms. Kramer stated let me add this, though. The one thing we never got to was the cost  
1152 of actually improving the lot itself. The County is requiring us to actually pave the area  
1153 road in there. They gave us a waiver on paving; they let us work a deal with Florida Gas  
1154 Transmission, which ended being enormously expensive anyway. But they did not waive  
1155 or negotiate the requirement to pave into and all the driving lanes throughout. That will be  
1156 additional funds. It will be \$500,000+.

1157 Ms. Phillips stated just to present my idea, I will use my estimates. I found out there  
1158 are 73 spaces. I already did the calculations, so I will use my numbers.

1159 Ms. Kramer stated I understand.

1160 Ms. Phillips stated there are 73 spaces. Maybe that could wiggle more or fewer  
1161 depending on the layout if it got paved. To raise that \$500,000, it would be \$6,850 per  
1162 rental space. Some are bigger than others, but I am using straight calculations. If people  
1163 really want this RV storage and are willing to pay \$600 per month, why not? As long as it  
1164 is not costing the other 1,500 residents of Harmony for them to have that lot, which is what  
1165 we were trying to avoid. If they are willing to shell out the money, I do not see any reason  
1166 not to do it, but it will be \$600 per month to store their vehicles.

1167 Ms. Kramer stated it will be something more than that with the additional paving.

1168 Ms. Phillips stated yes, but still, I guess maybe we should have given that as an option.  
1169 Some people may say they want to keep their RV there and are willing to pay it. But we  
1170 need all 73 to say that.

1171 Mr. Leet stated it does not work to piecemeal it. What if only eight people are willing  
1172 to do that?

1173 Ms. Phillips stated that is why I just said, 73 of them should do it. This was an idea I  
1174 came up with. We all felt bad about closing it, but we do not have a lot of options. Of  
1175 course, we could just wait until we can bring it in from the other direction.

1176 Ms. Kramer stated if we can get it to that point, it makes it much easier.

1177 Ms. Phillips asked does anyone have an idea how much it costs to rent an RV storage  
1178 lot at one of the storage facilities?

1179 A Resident stated \$200 for an RV.

1180 A Resident stated \$180.

1181 Ms. Phillips stated so you would not want to pay \$600 to keep it here.

1182 The Resident stated it would not be a good amenity.

1183 Mr. Leet stated we have mentioned the other approaches. The Harmony Golf Preserve  
1184 owns that entire property to the northwest of the parcel. Have we approached them? I want  
1185 to say this happened in the past, but have we at least approached them to see if there is any  
1186 interest? I do not even know looking on a map where the road would be without affecting  
1187 their operations.

1188 Ms. Kramer stated we went all over that. We walked it and tried to see. The problem  
1189 is, the traffic through there would conflict with their operations. We can try. I have a feeler  
1190 out right now to talk with them about another issue we will discuss in a minute. I can broach  
1191 that with them also.

1192 Ms. Kassel stated even so, even if they were to allow us access to this road, it would  
1193 still not be an allowed use without paving the lot, which is going to be expensive. Does  
1194 anyone know what the price per square foot?

1195 Ms. Kramer stated for a brand new road, not repaving.

1196 Ms. Kassel stated I am not talking about a road; I am talking about a lot.

1197 Ms. Kramer stated like our alleys, it would not be repaving. It would be a new road  
1198 because you have to do a road bed and everything associated with a new road.

1199 Mr. Leet stated yes, that is not a magic bullet, but at least it would give us the best-case  
1200 scenario. Yes, we still have other paving to do, but we could take the access road repaving  
1201 out of the picture. I do not know if the price will be close enough that we could swallow it.

1202

Mr. Leet made a MOTION to postpone the closure of the  
RV lot to March 31, 2023, with digital notification and other  
possible follow-ups.

1206 Ms. Phillips seconded the motion.

1207

1208 Ms. Phillips stated I would say March 31, 2023, or the end of their lease, whichever  
1209 comes first. Some of them might end December, January, or February. We can phase it out  
1210 that way.

1211 Ms. Kramer stated we have quite a few like that.

1212

Mr. Leet AMENDED the motion to postpone the closure  
of the RV lot to March 31, 2023, or at the end of the lease  
term, whichever comes first, with digital notification and  
other possible follow-ups.

1217 Ms. Phillips seconded the amendment.

1218

1219 Ms. Phillips stated otherwise, we have to write new leases for these people. Let us keep  
1220 it simple.

1221 Ms. Kramer stated I appreciate that.

1222

Upon VOICE VOTE, with all in favor, unanimous approval  
was given to postpone the closure of the RV lot to March 31,  
2023, or at the end of the lease term, whichever comes first,  
with digital notification and other possible follow-ups.

1227

1228 Ms. Phillips stated we still need to decide how we are going to notify people.



1229 Ms. Kramer stated I think we should email it. I think there are only 25 who live in the  
1230 neighborhood. We might be able to have field services drop off the letter at their house.

1231 Ms. Phillips stated send it certified.

1232 Ms. Kramer stated I do not know; certified mail gets very expensive.

1233 Ms. Phillips stated it is only \$2.00 each.

1234 Mr. Israel stated we can email the letter.

1235 Ms. Kramer stated in my discussion with Mr. Daniel Evans from Harmony Central, I  
1236 would like to know what the feeling is. It dawned on me that we will be chatting when I  
1237 return in a couple weeks because we have that interconnect the County is requiring of us  
1238 in that location.

1239 Ms. Kassel asked what location?

1240 Ms. Kramer stated at the location where the dirt road is now on the pipeline easement.  
1241 That pipeline easement area is supposed to have an interconnect.

1242 Mr. Leet asked is it in the planned development ("PD")?

1243 Ms. Kramer stated yes, the PD requires us to have an interconnect with Harmony  
1244 Central there. It says equestrian, pedestrian, bicycle, and I guess we could consider golf  
1245 carts, but they said absolutely no automobile traffic.

1246 Mr. Leet stated we have an interconnect between us and Harmony West.

1247 Ms. Kramer stated yes, we have two interconnects with Harmony West. I wanted to let  
1248 everyone know we will be talking, and I will bring back any information to the Board. He  
1249 indicated that they may be willing to improve that pathway to make it a lot nicer, even our  
1250 side of it. We will keep our fingers crossed that they will be able to do that for us.

1251 **ii. Discussion of Deed of Dedication**

1252 Mr. Israel stated we have been looking at new options for the field services office. I  
1253 would like to get some clarity of what the Board would like for that office, in terms of  
1254 construction material, potential square footage, permanent or semi-permanent building  
1255 based on what we have heard in terms of that easement. Ms. Kramer sent us a picture, as  
1256 well, of a potential option or an idea of what that would look like.

1257 Ms. Kramer stated this is a modular building that then the community that has it can  
1258 dress it up with a pergola out front, which made it look so much nicer than our field services  
1259 trailer currently does. I wanted to let you know it does not have to be a big, ugly trailer  
1260 sitting out there, nor would we want it to be. We also have a trailer rental currently, which  
1261 is \$490 per month. If we are going to do this, we may want to buy a trailer or even a portable

1262 classroom and fix it up like this. I cannot see us doing something that would cost us  
1263 hundreds of thousands of dollars. It just does not make sense at all for what this use is. Mr.  
1264 Israel brought for each of you a handout that basically shows our PD approval for our  
1265 Harmony. It also shows what the different categories are. Up above, it shows community  
1266 maintenance facilities. If you run across, it shows where they are permitted. Basically, they  
1267 are permitted in every category except conservation area. If we did not want to look at the  
1268 location we are currently discussing, we would have to find something we owned  
1269 somewhere else in the community. This is just for you to look at and get familiar with to  
1270 see if there is some other location. The deed of dedication, as we mentioned, does have that  
1271 easement over it. When I spoke with our legal counsel, he said that there is a possibility, if  
1272 we do not get it cleared, that if we put something there, they could come in and say they  
1273 want to use the whole area for parking and have an easement to do it. He also indicated it  
1274 may be very hard for them to get us to move. It would be a back-and-forth. We have already  
1275 seen that the finance people, based on what we went through with Harmony Cove, are not  
1276 comfortable with easement language and feel it could be broken or something else. Again,  
1277 it might behoove us to use a modular or easily moved structure, just in that case. I would  
1278 not want to jeopardize a lot of the District's monies putting something permanent in and  
1279 then having to move it.

1280 Mr. Israel stated you could do something semi-permanent, where you would actually  
1281 have pillars versus a foundation, so it would have a crawl space. Then that building could  
1282 potentially be relocated, versus having a slab. That is where you would fall in the semi-  
1283 permanent. It just depends on the budget and what you are looking for in terms of use, as  
1284 well. Do we want to have a garage door so we can store some of our supplies in there, like  
1285 the Umax? Or are we looking to keep it similar to where we are at, which is probably what  
1286 you will get with a trailer, more of an office space.

1287 Ms. Kassel stated we have no idea what the cost of these things are.

1288 Mr. Israel stated I think you also need to provide a budget. If we are not 100% sure  
1289 what we want, whether building material or permanent versus semi-permanent modular, if  
1290 we can get a budget and an idea of the use we want, I go back and can look at providing  
1291 the Board with some options, maybe across the whole board, as long as I have a budget  
1292 that I can use.

1293 Ms. Kassel stated we have no idea what a reasonable budget would be. I would like to  
1294 keep it low, like \$60,000 or less, but I do not know what we will get for \$60,000.

1295 Ms. Phillips stated if it had a meeting room, we would save a monthly meeting fee.

1296 Ms. Kassel stated we are not paying anything for this meeting room.

1297 Ms. Phillips stated some day, we might have to.

1298 Ms. Kassel stated you will not get that in a trailer.

1299 Ms. Phillips stated we could get a modular.

1300 Ms. Kramer stated a portable classroom or something like that.

1301 Ms. Phillips stated you can also do a concrete block.

1302 Mr. Israel stated you also have options of steel-style workshops that are a lot nicer than  
1303 they used to be. Those can run anywhere from \$15,000 to \$30,000 for the structure, and  
1304 then the foundation. Concrete can be expensive.

1305 Mr. Hamstra stated it is anywhere from \$150 to \$175 per square foot if you were to  
1306 build a house, if you want to scale that back and want x number of square feet for Mr.  
1307 Morrell's new area.

1308 Mr. Israel stated that is another thing to take into consideration, where a shop like that  
1309 is the internal build-out, but that can potentially be something over time, however you want  
1310 to look at that.

1311 Ms. Kramer stated these are some things we want you to think about, and we can bring  
1312 it back to the December meeting for further discussion. Inframark will continue to reach  
1313 out and look at different options and bring this back.

1314 Mr. Israel stated I will start with \$60,000 as a baseline.

1315 Ms. Kassel stated I just threw that out. I do not know how the rest of the Board feels  
1316 about it. I also do not know what kind of site development costs we would have, either  
1317 within that or on top of it.

1318 Ms. Kramer stated luckily, I pulled up the Harmony code. They did extensive work in  
1319 that area, and sewer is right there. In fact, that is the lift station that is fenced in that area.  
1320 It looks like site development requirement is one parking space for every 500 square feet  
1321 in the building. That will not be a big deal. I think we can, right now just on that little street  
1322 apron that comes in there, probably park three cars, at least.

1323 Ms. Kassel stated it would be great to have a garage that could fit our vehicles.

1324 Ms. Phillips stated also when they are working on something and it starts raining, they  
1325 are indoors and can keep working.

1326 Ms. Kramer stated or under cover.

1327 Ms. Phillips stated yes, under cover is what I meant.

1328 Ms. Kassel stated back in early 2019, I paid about \$20,000 for an 18-foot by 22-foot  
1329 garage, but it is just metal framing and corrugated metal sides with corrugated metal roof.  
1330 I imagine costs have gone up.

1331 Mr. Israel stated they are actually fairly reasonably priced for those.

1332 Ms. Phillips asked are any of the high schools or colleges around here training people?  
1333 Do they ever get involved in projects like this?

1334 Ms. Kassel stated typically when you buy one of those kinds of buildings, you buy a  
1335 kit and they come and install it. That is included in the price.

1336 Ms. Phillips stated for the other things we are looking at, we can see if there is a shop  
1337 teacher at the high school who would like to take that on.

1338 Ms. Kramer stated I have been in areas where they have done that, where the high  
1339 school actually builds the structure to your specifications as a project, and then it is  
1340 transported and set up on your lot.

1341 Ms. Kassel stated at the very least, maybe a pergola instead of a building.

1342 Ms. Kramer stated so those are all considerations for everyone to think about. In not  
1343 knowing where it might go and knowing it is important that we move with all haste in this,  
1344 I did reach out to the golf course folks because we did have field management, and that  
1345 area is perfect. Field management blends with golf course management. They will reach  
1346 out to the owners. The owners were confused as to why we moved out of there in the first  
1347 place. It seems Mr. Fusilier never owned that property. They thought we moved out  
1348 because Mr. Fusilier owned the trailer, and that is why we were ejected. He did not own  
1349 the trailer at all, so that seems to be why we are here. He said that he would check to see if  
1350 the owner would be amenable to us moving back there for a short period of time during the  
1351 transition period, or if we could work something out long term. That would be an ideal  
1352 location. The water and sewer, electric, everything is right there ready to just hook up.

1353 Ms. Kassel stated the only problem is, if we move the trailer there, we still do not have  
1354 a garage for the vehicles.



1355 Ms. Kramer stated yes, we would still have the containers we are keeping them in.  
1356 Again, we can look at something there. I will see if they are amenable at all and what can  
1357 be worked out.

1358 Ms. Kassel stated that would be easier and quicker.

1359 Ms. Kramer stated yes, it would. Regarding the discussion of the deed of dedication,  
1360 that was not just here, but I did want to report that I found another deed in the mystery of  
1361 missing deeds. It is quite a long roadway easement that cuts down. It is the back 30 feet of  
1362 what used to be Central Bark. Then it cuts down all the way through to U.S. Hwy 192. We  
1363 are working with the County to get that enshrined in the property appraiser's database and  
1364 working with them on that. This does have the same restrictions as all the others, so if we  
1365 can get Birchwood to release those, this would be released also. I wanted to bring it to your  
1366 attention and answer any questions if you have them on that parcel.

1367 Mr. Israel stated I will work with the property appraiser's office. I had reached out to  
1368 them once, and they initially told me it has been replatted and is part of our property. After  
1369 further discussions with Ms. Kramer, we recognize that it is not. I will go back to the  
1370 property appraiser's office and start working with them again to make sure that is rectified.

1371 Ms. Kramer stated yes, a very small piece of the section that intersects Five Oaks Drive  
1372 is contained in the Phase 3 plat. The remainder of it is in unplatted land, but it is sectioned  
1373 off and if sectioned off would have been considered metes and bounds, and it runs all the  
1374 way down through that area.

1375 Ms. Phillips stated this is mind boggling to me about all this.

1376 Ms. Kramer stated that this is all floating out around there and we did not even know  
1377 we had it.

1378 Ms. Phillips stated yes.

1379 Ms. Kassel stated I have been pushing about the dog park for some time, for Central  
1380 Bark.

1381 Ms. Kramer stated I told you I would look for it.

1382 Ms. Kassel stated thank you.

1383

1384 **SIXTH ORDER OF BUSINESS** **Consent Agenda**

1385 **A. Minutes for the October 27, 2022, Regular Meeting**

1386 **B. October 2022 Financial Statements**

1387 **C. October 2022 General Ledger Detail**

1388 **D. #270 Invoices and Check Register**

1389

Ms. Kassel made a MOTION to approve the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer. Mr. Leet seconded the motion.

Ms. Kramer stated I want to mention one thing on the invoices. I was concerned that Servello's entire invoice, which is invoiced a month ahead of time and the invoice is in the agenda package, but I understand there will be some monies withheld from that invoice. if we can also amend the motion to include any reduction in Servello's invoices that the District manager has deemed appropriate for withholding for that and the changes in two inches or less of the irrigation lines as appropriate to our contract.

Ms. Kassel AMENDED the motion to approve the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer, the invoice from Servello to be reduced as the District manager deems appropriate to be withheld, and the Servello invoice amended for two inches or less of the irrigation lines pursuant to the agreement. Mr. Leet seconded the amendment.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer, the invoice from Servello to be reduced as the District manager deems appropriate to be withheld, and the Servello invoice amended for two inches or less of the irrigation lines pursuant to the agreement.

**SEVENTH ORDER OF BUSINESS                      New Business Matters**

There being none, the next order of business followed.

**EIGHTH ORDER OF BUSINESS                      Old Business**

**A. Informational Signs**

Ms. Kramer stated we discussed this earlier in the meeting and will be tabled to the next meeting to get appropriate dollar amounts. I would encourage everyone if you can put together a little description of what you think might be best to put on those signs, that would be great.

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

Ms. Kramer stated Ms. Kassel was going to look for possible locations.

Ms. Kassel stated yes. Before the previous meeting, I had sent out a list of suggested locations. Some are along Lakeshore Park where it was not going to be close to any sidewalks or any facilities, so it could be messy and not in an area where dogs are passing

1430 by or children who could pick up its leaves that could potentially be poisonous. There is  
1431 the area by the pavilion between the pavilion and the entry into the parking lot for  
1432 Lakeshore. There is an area sort of by the bat house, which is behind the pond. There are  
1433 other large strips of land in front of the pond where there is a pretty big margin between  
1434 the sidewalk and the pond where it could go. Any of those locations would have a lot of  
1435 community visibility.

1436 Ms. Kramer stated without endangerment.

1437 Ms. Kassel stated exactly.

1438 Ms. Kramer stated the area you mentioned between the pavilion and the entrance to  
1439 Lakeshore Park, those trees in that area that are going down toward the docks are kind of  
1440 waning. I guess they are elms and others and are not looking very healthy. Maybe that  
1441 would be a good place.

1442 Ms. Kassel stated the only thing is, a bunch of trees are there.

1443 Ms. Kramer asked this could be on the other side?

1444 Ms. Kassel stated yes. I do not know enough about the particular requirements if it does  
1445 not like wet feet or if it does not like to be kept dry or if it does not like a lot of moisture. I  
1446 do not know who can give me the answer to that.

1447 Ms. Kramer stated I am a native Floridian who knows native landscaping, but I do not  
1448 know about this species. Would Ms. Kassel be willing to take this on? I would be  
1449 comfortable turning it over to you to locate it and follow up on it, if you are willing to do  
1450 that.

1451 Ms. Kassel stated yes. It grows in a variety of soils. Once established is highly tolerant  
1452 of drought and salt. It does not say anything about moisture. My suggestion is between the  
1453 pavilion and the entrance where everyone passing by would see it, and they do not have to  
1454 go into the park to see it. That is what I propose if we accept the tree.

1455

1456 Ms. Kassel made a MOTION to accept the donation of the  
1457 Royal Poinciana tree from Ms. Nancy Snyder with gratitude,  
1458 to be planted between the pavilion and the entrance to the  
1459 parking lot.

1460

1461 Ms. Phillips asked is that at Buck Lake?

1462 Ms. Kassel stated yes.

1463 Ms. Phillips stated I did not know that was called Lakeshore Park.

1464 Ms. Kassel stated it is the right side of the entrance to the parking lot to Buck Lake.

1465

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1471

Ms. Kassel clarified the MOTION to accept the donation of the Royal Poinciana tree from Ms. Nancy Snyder with gratitude, to be planted between the pavilion east of the entrance to the Buck Lake parking lot and the entrance to the parking lot.

Ms. Kramer seconded the motion.

1472

1473 Ms. Montagna asked who will plant the tree?

1474 Ms. Kassel asked can field services help plant the tree?

1475 Ms. Kramer stated it will be very easy to plant. It is maybe six feet tall in a pot. It is not  
1476 heavy.

1477 Ms. Kassel asked is it a five-gallon pot?

1478 Ms. Kramer stated it might be a little larger. It is maybe 10 or 12 gallons.

1479 Ms. Phillips asked it is already in a pot?

1480 Ms. Kramer stated I have been babysitting it.

1481 Ms. Kassel asked do we have a tractor?

1482 Mr. Morrell stated yes.

1483 Ms. Kramer stated I do not think it would even take a tractor, just a couple shovels and  
1484 strong backs.

1485 Ms. Montagna stated I just wanted to be sure who you wanted to plant it.

1486 Ms. Kassel stated it is a District thing, so we do not want to have Servello charge us  
1487 \$300.

1488 Ms. Montagna stated yes, that is where I was going with the question.

1489

1490

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1494

Upon VOICE VOTE, with all in favor, unanimous approval was given to accept the donation of the Royal Poinciana tree from Ms. Nancy Snyder with gratitude, to be planted between the pavilion east of the entrance to the Buck Lake parking lot and the entrance to the parking lot.

1495

1496 **C. Proposal for Removal of Concrete Pads Around Oak Tree** (*Pocket Park in*  
1497 *Primrose Willow-Beargrass-Schoolhouse Alley Triangle*)

1498 Ms. Kramer stated we have five panels that are upheaved and are very much trip-and-  
1499 fall hazards. If we remove those five panels, the remaining panels which is the bottom of  
1500 the semi-circle, would allow for a walk-through from one side of the park to the other. The  
1501 proposal originally was \$1,080, but that was for all nine panels. They said they would



1502 prorate it down for the number of panels we choose. If we accept that, we can get the  
1503 proposal corrected immediately.

1504 Ms. Kassel stated I want to make sure it is just those five panels.

1505 Ms. Kramer stated it is the top five panels.

1506 Ms. Kassel stated you just said the bottom panels. Now you are saying the top.

1507 Ms. Kramer stated I am sorry; the ones that are not in the connecting portions.

1508 Ms. Kassel stated they are on the far side of the tree.

1509 Ms. Kramer stated yes.

1510 Ms. Kassel stated the path that goes from one side to the other.

1511 Ms. Kramer stated from the bench.

1512 Ms. Phillips stated the sidewalk will still go through.

1513 Ms. Kassel stated yes.

1514 Ms. Phillips stated you can just take out the ones that make it a circle.

1515 Ms. Kassel stated yes.

1516 Ms. Phillips stated I went and looked at it.

1517 Ms. Kassel stated I use it frequently. I do not run on the other side of the circle.

1518

1519 Ms. Kassel made a MOTION to remove the five panels on  
1520 the west side of the circle around the oak tree in the pocket  
1521 park between Primrose Willow, Beargrass, and Schoolhouse  
1522 Road, the cost to be prorated at \$120 per panel, or \$600.  
1523 Mr. Leet seconded the motion.

1524

1525 Ms. Phillips stated I want to point out that if we do not do this, it will just get worse.

1526 Ms. Kramer stated yes.

1527 Ms. Phillips stated it is a big oak tree.

1528 Ms. Kramer stated and it is dangerous.

1529

1530 Upon VOICE VOTE, with all in favor, unanimous approval  
1531 was given to remove the five panels on the west side of the  
1532 circle around the oak tree in the pocket park between  
1533 Primrose Willow, Beargrass, and Schoolhouse Road, the  
1534 cost to be prorated at \$120 per panel, or \$600.

1535

1536 **NINTH ORDER OF BUSINESS** **Supervisors' Requests**

1537 Ms. Phillips stated we received a report for resident issues when they call in with  
1538 problems.

1539 Ms. Kassel stated it just came in today.

1540 Ms. Phillips stated yes. Several said trash was overflowing at the dog park. Are people  
1541 sabotaging it? What trash? I take my dog to the dog park and play with my dog. I have  
1542 waste bags, and I put my waste in the receptable because it is not trash. How can these  
1543 trash cans be getting that full that quickly?

1544 Ms. Kassel stated I will tell you that I pass by those trash cans twice a day, seven days  
1545 a week, rain or shine or hurricane. I have not really seen that the trash cans or even the  
1546 doggie pots are overflowing. I am not sure what that is about.

1547 Ms. Phillips stated I wonder if someone is taking trash over and dumping it.

1548 Ms. Kassel stated maybe.

1549 Ms. Phillips stated several other reports said the doggie bags were gone. I know we  
1550 have 83 stations with doggie bags, and they fill them every week. Is someone stealing  
1551 them?

1552 Ms. Kramer stated we have some problems in some locations. We can ask field services  
1553 to come back and give a full report. Sometimes kids will get carried away and take one and  
1554 run it out. This happens. Some people take more than one, which is typical because they  
1555 are walking, not staying at the stations.

1556 Ms. Phillips stated if this happens, then it is not something new.

1557 Ms. Kramer stated they are monitoring it, and they keep it in good shape. They are very  
1558 responsive when they get complaints. We had a rash of complaints because Tuesday is the  
1559 normal day to empty them, and we had a hurricane on Tuesday. Would you like a formal  
1560 report at the next meeting on that?

1561 Ms. Phillips stated no, this is the first time I saw this. It sounds like this happens  
1562 periodically. If we were starting to get sabotaged, then I was worried.

1563 Ms. Kassel stated I pass those doggie pots and there is no trash can by the dog park on  
1564 Five Oaks Drive. There is one trash can inside the small dog park and one right outside the  
1565 big dog park. There is another one as you are coming from Primrose Willow to the dog  
1566 park, so three trash cans are right there. As I said, I am typically there twice a day. I have  
1567 not seen an issue with overflowing trash.

1568 Ms. Kramer stated sometimes we have a situation where a report is called in or sent in,  
1569 and it may not be founded. They still go out and check it to make sure.

1570  
1571

**TENTH ORDER OF BUSINESS**

**Audience Comments**

Mr. Leet stated I apologize for all the connection issues. I think we figured it out and have stayed away from it the past hour. We have wifi that is provided by Jones Homes for us to use the model here. Usually it is sufficient, but I will look at ways we can make it a little more secure in the future. With the rest of the Board's permission, some residents have been waiting very patiently if we can permit them to take three minutes to address the Board.

Ms. Phillips stated one gentleman started to speak and then got cut off.

Mr. Leet stated yes, Mr. Sarlo.

Ms. Phillips stated his three minutes can start over.

Mr. Sarlo stated I have been in the community for two years. I fell in love with the community when we first drove through. We moved here from Seattle. It was an absolutely beautiful community when we first moved in. A lot of concerns right now from my part. I will go on record that I am an active critic of the way the community is currently being run from multiple points of view. We run a multimillion-dollar budget. I am quite familiar with budgets. I have procured an organization and spent a lot of money. I understand what goes into it and what it takes. I am fully qualified to understand what goes into profit margins and understand procurement costs and going out to source stuff. When I see things that have gone into the budget, I spend close to \$4,000 per year in assessments and maintenance assessments to live here in Harmony. I see a lot of money right now, quite frankly, going up in smoke. I understand a lot of things need to be rectified and supported in the community. I do not think the excuse should be, which I have heard multiple times, about the sins of the past of what may or may not have been done by previous Boards, but we can control what we have now. The one thing I have concerns with is the amount of expense that is being spent right now, especially in a time when people are hurting for money. I have participated in a number of these meetings. My three main items that I think the Board needs to take a look at, I heard Ms. Phillips make a comment that it is not fair for community members whether it is the RV lot or easements being maintained. Quite frankly, life is not fair. I pay a lot more money to live on a perimeter road. Those who live on interior streets do not pay as much as I do in assessments. There are benefits to living on a perimeter road rather than an interior road. Let us just put that out there for what it is. I do pay more money. I have a lot of concerns. Another item that was addressed in the meeting, as well, was it can go in the HROA and they can govern what can be done. You can put

1605 down mulch or turf or rock. What is it going to look like, Board members, coming into the  
1606 neighborhood when I put in turf or rock, and my neighbor has a different material, and the  
1607 next neighbor has another material? My family has owned multiple trailer parks. This is  
1608 not a trailer park. This is a multimillion dollar, tens of millions, community. The  
1609 appearance means a lot to me because of the value of my home. If we are going to neglect  
1610 the streets, especially the perimeter streets, the quote was for \$17,000 or \$20,000, it is not  
1611 fair that only certain people get the benefit. My quote of the night is, life is not fair. It is  
1612 not protecting the investment of the community. I think we need to ensure we are keeping  
1613 that all in line. I sit here. I work from home. I have a window right in front of me. Servello  
1614 has now started blowing all the debris from the golf course side over onto our side. This is  
1615 not appropriate. I have told them multiple times to knock it off. It needs to be addressed. I  
1616 have not seen anything that has been addressed.

1617 Ms. Kramer stated thank you for your input and your time is up.

1618 Mr. Sarlo stated I agree this is a thankless job. I appreciate you sitting in your seats. It  
1619 is a hot seat. But there is some amount of responsibility that comes with running a multi-  
1620 million dollar community and lack of control.

1621 Mr. Shirley asked how many certified pool operators do we currently have on staff at  
1622 Harmony? The previous years, we had at least two, and I think we have zero now.

1623 Ms. Kramer stated we have a certified pool operator under contract with Inframark,  
1624 who is paying their fee. We have only had one in the past, although we were led to believe  
1625 we had two. When we verified, that individual did not have their certified pool operators  
1626 license.

1627 Mr. Shirley asked so we have had a certified pool operator who has been unable to fix  
1628 the splash pad, diagnose the main pool, or anything else?

1629 Ms. Kramer stated if you want to provide more comments, you are welcome to for  
1630 another two minutes, but this is not a back-and-forth.

1631 Ms. Kassel stated of course, we are happy to meet with you individually, or you can  
1632 contact the District manager about that issue.

1633 Mr. Leet stated I apologize but when we were disconnected, those issues were updated  
1634 by field services. We understand the heater is up and running. We are working on the splash  
1635 pad. We are fixing things as fast as we are able.



Ms. Jacqueline Meek stated I was listening to the part about the tree donation. Was it mentioned that this tree can be poisonous to dogs and other animals? And why is it acceptable to plant it in a community that is very animal forward and friendly, and we have many dogs living in the community?

Ms. Kassel stated this is not a back-and-forth, but I will say the tree was originally proposed to be planted in a much more accessible area, and now we are looking to accept this tree and plant it in a much less trafficked area.

Ms. Meek asked has it been looked into whether it is an invasive species of a tree?

Ms. Kassel stated yes, it has been looked into.

**ELEVENTH ORDER OF BUSINESS          Adjournment**

On MOTION by Ms. Phillips, seconded by Mr. Leet, with all in favor, the meeting was adjourned at 8:45 p.m.
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Secretary/Assistant Secretary

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Chair/Vice Chair

# **Supervisor Kassel's Revisions**

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, November 17, 2022, at 6:00 p.m. at the Jones Model Home,  
6   3285 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       Dane Short ( <i>via Zoom</i> )	Supervisor

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

16       Angel Montagna ( <i>via Zoom</i> )	District Manager: Inframark
17       Sean Israel	District Manager: Inframark
18       Joe Brown ( <i>via Zoom</i> )	District Attorney: Kutak Rock
19       David Hamstra	District Engineer: Pegasus Engineering
20       Alfredo Alvarez	Servello & Sons
21       Pete Betancourt	Servello & Sons
22       Scott Feliciano	Servello & Sons
23       Vincent Morrell	Field Services Supervisor
24       Brett Perez ( <i>via Zoom</i> )	Area Field Director
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 can join in and  
37   provide three minutes' worth of comments or concerns to let the Board know what you are  
38   interested in and what your feelings on those subjects are. This is not for back-and-forth or  
39   discussion; this is a time for you to share your concerns with the Board.

40       Mr. Joe Janeczek stated I have a couple quick items. Watering: if we want to save  
41   money, stop watering in the middle of the day when it is 90 degrees. Stop watering the  
42   streets, and stop watering when it is raining. Sign: do we really need eleven signs? Can we  
43   not just have one big sign or medium-sized sign with a quick-response code ("QR code")

44 that you can scan on your phone and then go wherever you want to go? I am still curious  
45 about a question I asked two meetings ago. About three years ago, we had \$600,000 in  
46 reserves. Where did it all go? The Estates flooding does not affect me, but they are starting  
47 to build houses there. Your contractor will come back with change orders because it will  
48 be harder to get in to make any of those fixes. RV parking: I think you are short sighted on  
49 that. If you are going to move that trailer, it will cost you \$200,000 to \$300,000. When you  
50 factor that in, you are down to a couple hundred thousand dollars to put the road in with a  
51 permanent fix. That is only a two- to four-year payback, not ten years. I have a new RV  
52 there. I have not received my letter, and I have a lease I just signed in October. I do not  
53 know where the letter went, but it did not come to me. One of the Board members made a  
54 comment that we are in competition with free enterprise. The Board members should be  
55 looking out for the residents, not whoever works or has a business downtown. That is not  
56 your responsibility. I would hope you would keep it that way. I think the RV lot was  
57 something that was sold to me when we purchased here that we had it in our community.  
58 Insurance rates and everything else change if you move your RV out of your community.  
59 A comment was made that the responsibility for a few should not be placed on the many,  
60 I am paraphrasing, and yet you are going to redo all the alleys. I think the majority of  
61 homeowners now do not have alleys. Should the alleys be burdened on the others who do  
62 not have alleys? I keep shaking my head about this, but when it all started with the RV  
63 expansion and other projects, it was \$125,000 or thereabouts for projects; three years goes  
64 by, and now it is \$500,000. I do not think all the options were looked at. We have a golf  
65 course access road. Did anyone talk with them? That would shorten the road substantially.  
66 Maybe you did, and maybe you did not. I have a lot more details, but those are the  
67 highlights.

68 Ms. Kassel stated you can reach out to any of the Board members and talk with us  
69 individually.

70 Ms. Kramer stated yes, please feel free to do so.

71 Ms. Jeanine Corcoran stated I own a home on Oak Glen Trail and am renting a home  
72 on Bayflower Avenue because the house is not complete yet. We bought property in  
73 November 2020 when I drove through the community and fell in love with it, but it was  
74 the most amazing thing. We moved here from New Jersey. Frankly, now when I drive  
75 through the community, I am embarrassed. The grounds look horrendous. Honestly if I



76 were driving through today looking to purchase land in Harmony, I would not. It is very  
77 disappointing. I just paid my tax bill, and seeing what our community looks like now, it is  
78 really disheartening that we pay what we pay, and we get less. I do not know what Servello  
79 is doing, but branches are still down from over a week ago. I get that this is a big place and  
80 they need to clean up everywhere, but it is now a week, and branches are everywhere, such  
81 as along Dark Sky Drive and along that pond area. Also coming down the west entrance  
82 on Five Oaks Drive, it kind of looks like all the conservation area has had weed killer added  
83 because now I can see through onto Schoolhouse Road into their backyards. You are  
84 coming into the community, driving on Five Oaks Drive, and it is supposed to look pretty,  
85 but it does not. I do not really know how a community development district works because  
86 we are new here. I am trying to figure it out and come to meetings and try to help Harmony.  
87 From what I read on Facebook, I feel like a lot of people are unheard, and it seems very  
88 clique-y here. I am not sure if what I am reading on Facebook is really completely accurate  
89 because obviously not everyone comments. As a newcomer coming in and reading what is  
90 on the Harmony forum, it seems very clique-y. The other thing I noticed with the agenda  
91 today, the lawyer we are paying so much money for, in his findings, he wrote “pubic”  
92 streets instead of “public” streets. It does not take very much to proofread a letter before  
93 you send it out. Spellcheck does not cover everything.

94 Ms. Phillips stated especially that one.

95 Ms. Corcoran stated that is kind of embarrassing that we are paying somebody.  
96 Someone should check.

97 Ms. Kramer stated feel free to reach out to any of us, and we will be more than happy  
98 to sit down and talk with you.

99 Ms. Corcoran asked what does reaching out actually mean?

100 Ms. Kramer stated we are not going to get into a back and forth.

101 Ms. Corcoran stated I understand, but how can I reach out?

102 Ms. Kassel stated I will give you my card.

103 Mr. Leet stated on the District’s website, all five Board members’ email addresses are  
104 listed.

105 Ms. Corcoran asked we just express our concerns?

106 Ms. Kramer stated email us.

107 Ms. Phillips stated I would sit down and talk with you any time.

108 Ms. Kassel stated yes, let us go have coffee.

109 A Resident asked why do you not do that with the public?

110 Ms. Kramer stated I would be more than happy to meet with residents.

111 Ms. Kassel stated we can do it, but we cannot do it with more than one Board member  
112 at a time.

113 Ms. Kramer stated we can have only one Board member present.

114 Ms. Phillips stated Sunshine Law.

115 Ms. Kramer stated I went to the Lakes, and we had a fabulous discussion.

116

117 **THIRD ORDER OF BUSINESS Contractors' Reports**

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

119 Mr. Feliciano stated I am the vice president of operations with Servello. First and  
120 foremost, I would like to apologize to you for the way the grounds look. It is quite  
121 embarrassing when we fall off on details. As to the spraying of the conservation area, that  
122 is not Servello. We do not do anything like that. I would like to announce a couple changes  
123 to the Board today. Mr. Alvarez will assume all maintenance responsibilities moving  
124 forward. Mr. Betancourt will no longer be responsible for any maintenance responsibilities.  
125 Mr. Betancourt's main focus will be with Jason, our irrigation technician, and those two  
126 will handle irrigation for Harmony. Everything involving maintenance, such as reports and  
127 responsibilities of the crews, will now go through Mr. Alvarez. He was foreman out here.  
128 I want to be able to let him focus on nothing but maintenance. Mr. Betancourt was focusing  
129 on maintenance and irrigation, which in return, was unfair to Mr. Betancourt in a sense,  
130 but he could not focus on one thing 100% of the time. Getting the property and some of  
131 the areas where we need them to be I think is Mr. Alvarez's responsibility. One other thing  
132 I want to bring up is, I was brought into the loop on Clay Brick Road regarding the sod.

133 Ms. Kramer stated yes, and the irrigation problems.

134 Mr. Feliciano stated I spoke with Mr. Perez about it and with Mr. Betancourt about the  
135 irrigation. One of the things I explained to our crews is, the reason why the responsibility  
136 does fall back on Servello is, regardless where the clock was located at the time, which was  
137 on Mr. Fusilier's property, once we were allowed to get on parcel 1 and locate some valves  
138 there to know those valves control that area, we should have provided options to the Board.  
139 We did not provide options for those areas; therefore, the onus of losing turf is the  
140 responsibility of Servello. We will replace those areas.

141 Ms. Kassel asked which areas specifically?

142 Mr. Feliciano stated Clay Brick Road.

143 Ms. Kassel stated we have a proposal in the agenda package for sod replacement that  
144 is no longer needed.

145 Ms. Kramer asked Servello will be taking care of that?

146 Mr. Feliciano stated yes.

147 Ms. Kassel stated we have two proposals. One is for irrigation, and one is for Clay  
148 Brick Road.

149 Ms. Kramer stated we will need to pay them to fix the irrigation.

150 Mr. Feliciano stated yes, you will still need to fix the irrigation to get those areas up,  
151 but we should have provided more information to you, or more solutions. I think another  
152 area is Sagebrush Street.

153 Mr. Betancourt stated it is the easement that leads to the pond.

154 Ms. Kramer asked you will take care of that?

155 Mr. Feliciano stated yes. We will take care of those areas, but we walked those areas  
156 back when Mr. Steve Berube was on the Board and Mr. Gerhard Van Der Snel, who was  
157 not with Inframark at the time. Those areas had construction debris from home  
158 construction. A lot of the sod in those areas was bahia that deteriorated because of the  
159 construction. I do not have enough documentation. I cannot find an email right now from  
160 Mr. Van Der Snel, but I will share with the Board those two areas with bahia sod, we will  
161 replace with more bahia. I know Mr. Perez mentioned one time that the Board may want  
162 to consider St. Augustine. I have no issue, but there is an expense for that.

163 Ms. Kramer stated when I went out to look at those areas, it seemed what is  
164 predominantly there now is St. Augustine. It seems as though they sodded the St. Augustine  
165 up to the back property lines where the property lines cut off, and then bahia from there.

166 Mr. Feliciano stated I think what happened was, over a period of time when you have  
167 two yards beside each other that have St. Augustine, the runners run into the bahia, and  
168 they will suffocate out the bahia if the St. Augustine turf is healthy. I think that is what you  
169 are probably seeing there. Originally, those areas were bahia when we first looked at them.

170 Ms. Kramer stated some replacement needs to be done. But if you have to replace it  
171 with bahia, you will not take out the St. Augustine and put down bahia?

172 Mr. Feliciano stated you would need strip it.

173 Ms. Kramer asked would you infill with St. Augustine at this point?

174 Mr. Feliciano stated you can, but you will have spotty areas of bahia in it. The problem  
175 with these areas being in wide open areas, once you get to the summer months and drought  
176 conditions, now you open it up to chinch bugs in those areas. I would caution you on that.

177 Ms. Kramer stated those are irrigated areas in between. I hope we are talking about the  
178 same thing. They are access from the road to the back area of the pond.

179 Mr. Feliciano stated yes, I do not know how much the zone in that area covers. I will  
180 need to look at that and investigate. If that zone stretches around a pond, then you are going  
181 to be watering bahia.

182 Ms. Kramer stated no, it does not. I think Mr. Betancourt investigated it.

183 Mr. Betancourt stated it does. Those zones that water easements also run behind the  
184 houses to where the next zone begins. They will water some of the pond.

185 Ms. Kramer stated then I misunderstood what you explained previously. I thought you  
186 said those areas, but we can see. Maybe the homeowners will work with us and adjust their  
187 sprinklers.

188 i. **Plant Renderings for Ashley Pool**

189 Ms. Kassel stated a couple images are in the agenda package for the Ashley Park pool  
190 area, from a prior proposal that I am not seeing. I am not sure what these plants are. It kind  
191 of looks like liriope and maybe arboricola. I do not see a proposal that goes along with the  
192 images.

193 Mr. Betancourt stated we had this discussion before. That would be proposal #6611.

194 Ms. Kramer stated that is outside.

195 Mr. Betancourt stated that is also on Mr. Morrell's monthly report for the area at Ashley  
196 pool.

197 Ms. Kassel asked what are the plants?

198 Mr. Betancourt stated arboricola and liriope.

199 Ms. Kassel stated we have a beautiful image but no proposal to go along with it. I was  
200 not sure where that proposal was or what month it was. I do not remember how much it  
201 was or how much plant material it was.

202 Ms. Kramer stated I think we are going to have to bring that back.

203 Ms. Kassel asked table it?

204 Ms. Kramer stated yes, let us bring it back when we have the numbers and descriptions.

205 Mr. Feliciano stated I think it was two meetings ago. The last meeting I attended, Board  
206 pulled the proposal and you decided to table it until images were provided. I think the



207 mishap probably happened when we did not resubmit the proposal because we assumed  
208 you still had the proposal.

209 Ms. Kassel stated we will ask Inframark to include it in the next agenda package. Sorry  
210 for the delay.

211 ii. **Servello #7312, Sod at 3308 Cat Brier Trail**  
212 Ms. Kassel asked do we have an explanation for this proposal?

213 Ms. Kramer asked did we dig this up?

214 Mr. Betancourt stated Mr. Morrell can explain this. It was a request from Mr. Morrell  
215 in front of that home.

216 Ms. Kramer stated it is in front a home. It looks like a gasline may have been put in  
217 there or something. I saw a marker, but I do not know what it was from. Did the District  
218 need to do some work out there?

219 Mr. Morrell stated this is in the easement in front of the home. Basically, the sod was  
220 in bad condition in all the space, so the resident is asking for new sod. This is why we  
221 requested a new proposal for sod installation in that easement.

222 Ms. Kassel asked was work recently done there by the District that we damaged the  
223 sod?

224 Ms. Kramer asked is it just a resident's request?

225 Mr. Morrell stated yes, it was a long time ago, before the letter was sent regarding the  
226 easement.

227 Ms. Kramer stated I do not know what the Board feels. I do not see a significant  
228 difference from other areas. There are leaf litter issues.

229 Ms. Kassel stated I saw this and wondered why it was in the agenda package because  
230 it had no explanation. Maybe we table it. Now that we know it is a resident request, we can  
231 look at it. Essentially, other residents have wanted us to replace their sod. Now, that  
232 property is the responsibility of the homeowner, so I am guessing we will end up not  
233 approving this, but it is worth a look.

234 A Resident stated 75% of those sections along there do not have residents.

235 Ms. Kassel stated I would not say that. I have grass in front of my house. All my  
236 neighbors have grass in front of theirs.

237 Ms. Kramer stated there are a lot of reasons the grass is dying. A lot of it is traffic if  
238 they use it as a parking area out front.

A Resident stated we are right across from this address, and a lot of it is due to the lack of maintenance on it. I will be honest with you. It is the trees and the grass. We have never been to a meeting, and we wanted to come tonight. Leaves have been on it forever, and if leaves are just sitting on it, that will kill the grass. I agree with a lot of people about why we have to take on the maintenance responsibility now.

Ms. Kramer stated at this point, this is strictly among the Board members. We will never finish the meeting if we spend time in discussion with residents. Do we want to table this proposal?

Ms. Kassel stated let us table it for now. We can bring it back at the next meeting.

**iii. Servello #7313, Sod for Clay Brick Road**

Ms. Kramer stated Mr. Feliciano has clarified that Servello will be dealing with this.

A Resident stated someone posted on Facebook that chat was disabled on the Zoom call.

Mr. Leets stated yes, that is true. Chat is disabled for recordkeeping requirements. Some participants on Zoom wanted to speak during audience comments and did not hear where we asked for their comments.

Ms. Kramer stated we can reopen it.

Ms. Kassel stated yes, we can do that after we are finished with Servello's report.

**iv. Servello #7311, Irrigation Maintenance on Zone 14**

Ms. Kassel stated proposal #7311 is to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area.

Ms. Kassel made a MOTION to approve proposal #7311 from Servello to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area, in the amount of \$722.

Ms. Phillips asked what is this?

Ms. Kramer stated it is an irrigation proposal, and I am not sure why it is before the Board. This could have been approved without coming to the Board based on our purchasing policy, but we will address it since it was in the agenda package. This is an area that was on the irrigation section that the box was on Mr. Fusilier's property, and he locked it so we could not get to it. They found a work around, and this is the work around that will correct it and get that area on Clay Brick Road irrigated.

Ms. Phillips seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to proposal #7311 from Servello to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area, in the amount of \$722.

Mr. Leet asked are there expected changes in staffing for the Harmony contract?

Mr. Alvarez stated absolutely.

Ms. Kramer stated we look forward to that. I noticed on our invoices for the billings, for irrigation, the new billing is only for irrigation work on lines greater than two inches, but I saw some billings for irrigation less than two inches. I do not know if there needs to be an adjustment in your billing department or what is being submitted to them. If you can take care of that, we need to do that. Also, hopefully you can get up and running quickly with new additional staff until the point where everything is being done on a regular basis. We cannot substitute for missed work. We will still be withholding some of the payment for work that is not done so that we are not paying for work that is not done.

Mr. Alvarez stated that is fine, but I want to also address something. We offered a hurricane cleanup authorization, and you have refused it every year. We take care of Victoria Park, Vista Lakes, and other very large CDDs in Orlando. They put on their hurricane authorization, some just \$5,000 where anything that comes in under \$5,000, you move it off the property. You have refused to do that. We will pick up minor branches; we will do that under contract, but when you are talking about excessive debris, as in trailer loads that have to be taken out of here, the service has to come from somewhere. I have to pay for that somewhere. What we have done with other communities where they cannot afford an additional expense like that, they will say because a lot of hurricane debris is down, do not worry about mowing this week but go ahead and pick up debris. Can we trade services that way? Absolutely. With this last hurricane, it was not a significant hurricane to Harmony, but it had debris everywhere. When the staff came in on Friday, they were supposed to do regular mowing. Friday and Monday, there were seven trailer loads of debris. That should have been an additional expense. I understand the Board wants to hold back money for stuff we are not doing as contracted, but we are actually being asked to remove debris that is not included in the contract, and we are not being supplemented for it. That does not even include the additional dumping expense that we have to pay for to remove this debris. I want the Board to take into consideration when you are asking us to

do things like this, it is one of the reasons why we recommend a hurricane authorization for whatever it costs so we can send an entirely different crew here just to remove that debris, and it does not stop the regular crews from doing what they are doing. They are getting yelled at by homeowners for picking up debris, and the homeowner is under the impression that it is supposed to be Servello, not knowing that it is not part of your contract. I want the Board to take things like that into consideration.

Ms. Kassel stated thank you for explaining.

Ms. Kramer stated yes, and our field services in the past has always taken care of the bulk of that. I am not sure why they did not do it.

Ms. Kassel stated maybe there was a misunderstanding.

Ms. Kramer stated we will look into that and make sure the appropriate folks are compensated appropriately. I had another question. I think it was about three or four months ago we had a question about branches that were rubbing on the shade structure that you were going to take care of as soon as the arbor crew came in. They have come and gone, and that has not been handled. Also, this was tree trimming from our last fiscal year contract. Has that been finished?

Mr. Feliciano stated you have some areas that still need it. They will be back out here. I pulled them off for hurricane cleanup in Victoria Park. We had probably 40+ trees down in Victoria Park, which is a large community, and the trees were blocking roadways, driveways, and other non-structural buildings. So, we have been using them there. We just finished that project, so they will be back out here to look at some of them. I know on Butterfly Drive they will start with hand sawing the smaller oaks. They will not use chain saws but hand saws to make sure we do not harm the oak trees on that road. They will be back out here. For anything non-structural, we have to be notified because I do not know. It has to go through Mr. Alvarez and Mr. Morrell to identify those areas.

Ms. Kramer stated this is in the Lakeshore playground area. We have the actual shade structures with fabric awnings, and the branches are rubbing against those. They got stressed during the two hurricanes.

Mr. Feliciano stated when they come out here, I will let Mr. Alvarez know, and that will be one of the first areas they hit before the children start playing.



**FOURTH ORDER OF BUSINESS                      Audience Comments (Continued)**

Ms. Kramer stated we understand some participants on the Zoom call were unable to get through during the earlier audience comments. Hearing no objection from the rest of the Board, we will reopen audience comments.

Mr. Steve Hornak asked will you open this for audience members who came to the meeting late?

Ms. Kramer stated yes, it is only fair.

Mr. Hornak stated I wanted to understand. I know some Facebook messaging went out about the RV lot that is potentially closing. I want to ask if it is the intention of the District to close that lot and if you are going to take away an amenity that we have had for years, or if you intend to do something to replace it with another location.

Ms. Kassel stated if you read the minutes from the last Board meeting, you will see what the discussion was. Feel free to contact any of us. Audience comments is just for comments by the audience.

Mr. Hornak asked are the minutes out?

Ms. Kassel stated yes, they are online. For anyone who wants to know, the website is HarmonyCDD.org. Go to District Meetings, then Meeting Agendas, and that is where you will find the minutes.

Ms. Kramer stated last month's minutes are in draft form in the agenda package, so they are not totally cleaned up yet, but it will give you the gist of the discussion. You can always get the recording from Inframark.

Ms. Kassel stated you can reach out to us.

Mr. Hornak stated I will.

Ms. Phillips stated we just cannot do it here.

Ms. Kramer stated hearing no further comments, we will close audience comments.

Mr. Feliciano stated I have one more thing. The annuals are not in the new contract. Right now, we are installing annuals in a lot of our communities and putting in holiday flowers. Mostly we are doing red geraniums with white petunias around them. It is my understanding that proposal has been tabled and not approved. If you want annuals, I will ask the Board to reconsider that because we can get them in from our supplier next week going into Thanksgiving. I know a lot of homeowners will have family members coming into town. Your focal point area are the front entrances and medians.

373 Ms. Kramer stated the last annuals that went in, we were horribly disappointed. They  
374 did not look good at all. I do not know if you are upping your game on annuals now.

375 Mr. Feliciano stated yes, we will have the annual supplier install the annuals  
376 themselves. We are not going to do them. Please keep in mind, the annuals we do in a lot  
377 of communities we have, they do not have the issues that you have. You have major deer  
378 issues here. We try to go deer resistant with certain annuals. A lot of deer love anything  
379 that blooms, and they will eat it. We are going to put down some deer repellent. In fact, we  
380 have been finding out that using rabbit repellent has been helping with keeping deer off  
381 annuals. We have been experimenting with that at Victoria Park because obviously they  
382 have deer and bears out there. We have been pretty successful out there with it. I just  
383 wanted to point that out. Geraniums and petunias can handle hot and cold weather, and  
384 they will bloom so you will get a lot of life expectancy out of them.

385 Ms. Kassel stated I will say that I am in and out of the community twice a day during  
386 daylight, so I notice the annuals. I have the same problem with a bunch of coleus where  
387 they suddenly got leggy. If they are pruned back, they flush out full again.

388 Mr. Feliciano stated I agree.

389 Ms. Kassel stated what I have noticed is, some of the plants fail because they either  
390 have a disease or pest, or they are not watered properly, or something digs them out of the  
391 soil such as an armadillo, and they are not put back in fast enough. What I really have not  
392 seen is deer eating them. I have not seen that with the annuals. Is it my understanding the  
393 contract does not include annuals at this point?

394 Mr. Feliciano stated no, annuals and mulch are not included in the contract anymore.  
395 You took them out.

396 Ms. Kassel asked does that mean if we want annuals, we need a proposal?

397 Mr. Feliciano stated we would provide a proposal. It would be an additional expense.

398 Ms. Kassel asked can you submit that for next month?

399 Mr. Feliciano stated absolutely.

400 Ms. Kramer stated fire ant mounds are all around the Long Pond. We need a fire ant  
401 treatment. We have copious numbers of fire ants right now. If you can handle that, we  
402 would appreciate it.

403 Mr. Alvarez stated the horticultural team will be back out here. I will double check. It  
404 might be next week or the week after. Typically, when they are out here and they see ant

mounds, they are supposed to down route them. The only thing he can do is apply ant bait around the ant mound. If you down route them, it is much better; it kills all the ants.

Ms. Kramer stated we also have crabgrass. It was pointed out we have a lot of crabgrass in Harmony Square.

Ms. Kassel stated I had a question for the District Manager because now that we are in November and we have Board members who have just been elected by default because they qualified and ran unopposed. Do we need to do a reorganization?

Mr. Israel stated we will reseal. We cannot do it before November 22, so that will be part of the December agenda.

Ms. Kramer stated the election was very late this year, and we have to wait until the second Tuesday after the election. That will be on next month's agenda.

#### **FIFTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. Field Manager Report**

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

Mr. Morrell stated respectfully, I would like to take a minute to respond about Servello and what Mr. Feliciano said about the tree branches. Actually, we picked up all the branches throughout Harmony. I have pictures that will show what we were doing. I requested some assistance because we were short staffed, and that was for Cupseed Lane and Beargrass Road. Basically, they picked up tree branches at my request. If they picked up eight loads, that was not by my request.

Mr. Feliciano stated (conversation in progress on Zoom due to technical difficulties) golf course side, blowing the leaves over to the owners' side of Five Oaks Drive and Cat Brier Trail, and not picking them up.

Mr. Morrell stated they picked up some tree branches at my request. If they had eight loads, that was not ours. Basically, we picked up tree branches the day after the hurricane. I requested they pick up two tree branches. None of the rest they did was ours.

Ms. Kassel asked so I understand, they did or did not pick up seven loads of debris?

Mr. Leet stated maybe they did, but we did not ask them to. Is that what you are saying?

Mr. Morrell stated no, they never asked me about it, so basically they did it but not at my request. They already did it because that was part of the duties but not part of the hurricane contract. I never said something to field services at Servello to pick up all throughout Harmony.

439 Ms. Kassel asked did you see them doing it?

440 Mr. Morrell stated they did it.

441 Mr. Leet stated that is why we have declined that authorization in the past because we  
442 had field services.

443 Mr. Morrell stated I requested assistance between Cupseed Lane and Beargrass Road  
444 for two tree branches because we are short personnel who were busy in other areas, and we  
445 had the District truck fully loaded with tree branches. If they picked them up throughout  
446 Harmony, that was on them because nobody said anything.

447 Ms. Kramer stated we need to have Inframark work with Servello because we are  
448 paying for a full field staff who would have been able to handle it. We will let the two of  
449 them work it out.

450 Ms. Phillips stated we get these wonderful reports from Inframark. Mr. Morrell takes  
451 pictures, and we get the report every week of all the things that have been done by  
452 Inframark in the community. I wonder if Servello would consider making a master list of  
453 all the things that are outstanding and then show us as things are done so we can keep tabs  
454 on it. Maybe they did take the branches out, and maybe they did not. If it is on the list and  
455 we are all looking at it at least once a week, we can notice if they forgot to do something  
456 or if some of the residents call us and say something was supposed to be done. I do not  
457 know if we are allowed to do much before we get to this meeting, but we get here to the  
458 meeting and say we will look into it, and then it is another month. The reports Inframark  
459 sends every month are excellent.

460 Ms. Kramer stated those reports cover the deficits on Servello also, if you see a lot of  
461 them are assigned to Servello. Then he does a follow-up report you can compare to the  
462 previous one of whether it has been completed or not. Unfortunately, a lot of it has not been  
463 completed. That is where the complaints come in from residents about the look of the  
464 community. We currently have a request for proposal for landscape maintenance that is out  
465 on the streets. We are hoping to address that at our December meeting and possibly select  
466 a new landscape company for Harmony.

467 Mr. Morrell stated tomorrow is the pre-bid meeting with them.

468 Ms. Kramer stated yes, with anyone who is interested in bidding on that contract.

469 Mr. Leet stated we received one additional bid than we had.



470 Ms. Kramer stated yes. I look forward to getting those. Hopefully all four of them bid,  
471 and hopefully all four of them comply with the requirements so we can consider their bids.

472 Mr. Leet stated we are on our last road with Servello.

473 Ms. Kramer stated yes, we have had it.

474 Mr. Morrell stated the splash pad water pump is still on backorder. I talked with  
475 Andrew from Spies yesterday. They said initially last month they received a water pump  
476 with a crack, so they sent it back to the vendor. They are trying to get another vendor, but  
477 it is still on backorder. I reached out to the first two vendors, and they said it is hard to get  
478 this kind of pump with the size and specification of the splash pad.

479 Ms. Kramer stated we are waiting on a pump. We have no control over that. We will  
480 get the splash pad up and running as soon as the supply chain allows.

481 Mr. Morrell stated I am in contact with Andrew every two days. Next Monday, 4M&J  
482 Services will be fixing the issue on Buck Lane and the dog park. For the Swim Club exhaust  
483 fan, we sent the 50% deposit to the vendor. As soon as he receives the check, he will get  
484 the supplies and he will contact me to set up a date for the project.

485 Ms. Kramer stated that will repair the Swim Club vent fans that have been down for  
486 maybe five years or more.

487 Mr. Morrell stated yes. The Swim Club pool heater was repaired, and all is working  
488 fine.

489 Ms. Kramer stated the heater for the Swim Club pool has been going down a lot. Have  
490 we figured out what the problem is?

491 Mr. Morrell stated yes, initially it was a 40-amp controller from the well water pump.  
492 They replaced it. The next time he came was just to adjust the valve. When the pool  
493 maintenance service came, it was supposed to have more water flow going through the  
494 heater. It was adjusted. Now it is running from 85 degrees to 88 degrees.

495 Ms. Kramer stated we are having problems. Some residents keep asking to have it not  
496 as hot, and others want it warmer, so we are trying to meet that balance. But it is working  
497 properly.

498 Mr. Morrell stated yes, it is working properly. We have three vendors for the Harmony  
499 sign estimates. I do not know where it on the agenda.

500 Ms. Kramer stated the sign estimates are in the agenda package. I was a little confused  
501 about them. The one for the interchangeable sign, we do not need 12 interchangeable signs.

502 We only need one at each entrance, and those would be interchangeable to say things like  
503 meeting dates and inform people of where the meetings are and when for the Harmony  
504 Residential Owners Association (“HROA”), and even the other homeowners associations  
505 (“HOA”) could use those.

506 Mr. Morrell stated I can reach out to get a new estimate for the next meeting.

507 Ms. Kramer stated ask them if they can use the current boards that are up there instead  
508 of having to recreate all that. That would be helpful. The other sign estimate, we are not  
509 looking for new aluminum signs to go on them. We are looking for just the laminate sheet.  
510 If we can get the laminate sheet printed, it just presses on, so it should be a lot less expensive  
511 than \$7,000. It should be a couple hundred dollars.

512 Mr. Morrell stated next week, I will reach out to get them for the next meeting.

513 Ms. Kramer stated field services had been assigned to get some more alligator warning  
514 signs. There was supposed to be one for each of the foot bridges and a couple for  
515 Waterside’s lake. Have those been ordered? You can order them online. They do not have  
516 to be specially printed.

517 Mr. Morrell stated a vendor in Kissimmee is supposed to be sending me this. I should  
518 have the new estimate next week. Do you mean the locational signs?

519 Ms. Kramer stated no, these are just the small alligator warning signs you can order  
520 online, they come in, and you can put them in place.

521 Ms. Kassel stated they are \$30 apiece on Amazon.

522 Mr. Morrell stated I will talk with Mr. Perez regarding this because I have an inventory,  
523 and I want to be extremely sure how many we need.

524 Ms. Kramer stated we need two, one for each foot bridge. You need maybe four for  
525 Waterside. In a previous agenda package, you have almost 100. We do not need that many.

526 Ms. Kassel stated there are all kinds of signs as low as \$12.

527 Mr. Morrell stated you want low profile.

528 Ms. Kassel stated this one is great. It says, “Danger: Alligators and Snakes in the Area,  
529 Stay Away from the Water, Do Not Feed Wildlife.”

530 Ms. Kramer stated that works.

531 Mr. Morrell stated I will do this tomorrow.

532 Ms. Kassel stated this is \$28.64.

Ms. Kramer stated keep a low profile. We do not want them up in the air, blocking anyone's view. Also the kiosk signs.

Mr. Morrell stated actually, we installed one of them. We figured it out how to copy and laminate it. Tomorrow I can try to get one for a sample from Office Depot. They can make copies and laminate them. We can install them under the plexiglass.

Ms. Kramer asked you have gotten all the files?

Mr. Morrell stated yes. We are going to paint all the stands and the plexiglass.

Ms. Kramer stated that is critical because it really takes our neighborhood down.

Mr. Morrell stated we are waiting for reimbursement from Kissimmee Motor Sports for the repairs. They told me they will send it to me onsite, so it will be arriving in our office in Harmony.

Ms. Kramer stated that is about \$3,000 for warranty work.

Mr. Morrell stated for the clutch repair.

Ms. Kramer stated it was about 18 months ago.

Mr. Morrell stated when I went to the facility, the person from Polaris was there, so it was easier to explain.

**B. Field Proposals**

i. **Global Turf #16747, 1200 Hauler**

ii. **Global Turf #16746, 800 Haulers**

iii. **Advantage Golf Cars #85569, Club Car**

iv. **Advantage Golf Cars #85568, E-Z Go**

v. **Wesco Turf #14439, Toro Workman GTX**

Ms. Kramer stated these are proposals for replacement vehicles. One vehicle was stolen, and one was in an accident. These are vehicles for staff to get around our community.

Mr. Morrell stated Mr. Perez had all the information regarding these, but he told me the agenda included the three different prices.

Ms. Kramer stated proposal #16747 from Global Turf is for a Cushman for \$12,918.30. I presume that is a new one. Proposal #16746 is for two used Cushman gasoline powered for \$11,990. Proposal #85569 from Advantage Golf Cars is for a new electric club car, 48 volt, for \$10,839. Proposal #85568 is for lithium ion E-Z-Go for \$12,530, which has a two-year warranty on the vehicle and five-year warranty on the lithium battery. Westco Turf provided two proposals for Toro Workmans. Proposal #14439 is for a Toro Workman lithium for \$19,589.94 and a Toro Workman electric, which is just batteries, for

567 \$15,318.32. Both of those have a two-year warranty or 1,500 hours. The bigger question  
568 we need answered, other than price, is availability. I did not see anything in the agenda  
569 package as to which, if any of these, are currently available. I presume the two used ones  
570 are available immediately. I presume they are on the lot. Do you know or did Mr. Perez  
571 give you any information about this?

572 Mr. Morrell stated the only thing I know is the golf carts have beds for tools.

573 Ms. Kramer asked would the Board consider tabling this until Mr. Perez is able to  
574 regain the connection? This is an odd day for our meetings, and Mr. Perez and Ms.  
575 Montagna are at other previously committed meetings today.

576 Ms. Kassel stated we need to understand all of this, the pros and cons of each option  
577 and what is recommended as giving us the best price and service.

578 Ms. Kramer stated if Mr. Perez joins before the end of the meeting, we will consider  
579 these items. If not, we will table this until next month.

580 Mr. Jonathan Sarlo stated this is a thankless job. I understand the frustration of the  
581 community members. I understand the frustration probably of the Board members, in terms  
582 of seeing a lot of things out there. It should not fall on deaf ears, and there are a number of  
583 issues.

584 Mr. Israel stated I would leave it for the end so we can get through the meeting.

585 Ms. Kramer stated yes, if we do resume connectivity with Zoom, we need to leave the  
586 rest of audience comments for the end of the meeting so we can get through our business  
587 items. We need to wait for our Board member and attorney at a minimum.

588 Mr. Israel stated going back to the parts, they were actively available when these quotes  
589 were given, but that was about 60 days ago, so we are not 100% sure if those parts are still  
590 available. They were at the time.

591 Ms. Phillips stated we are asking for these quotes, and they are provided for the  
592 meeting. Can we just give a list of specifications to Inframark and have them pick out the  
593 best one for your duties, not to exceed a certain price? If they bring it to us and there is ai  
594 shortage, especially with the hurricane in southwest Florida, they will be needing that type  
595 of program for all the work that will be going on down there.

596 Mr. Leet stated we will reopen audience comments at the end of the meeting. We have  
597 had unexpected connectivity issues. We are moving on to the District engineer's report and  
598 through the agenda. We will open the floor for comments at the end of the meeting.

Commented [KK1]: "a" not "ai"

**C. District Engineer Report**

**i. Updates**

Mr. Hamstra stated I have two updates and two questions. First, you approved the milling and resurfacing for neighborhoods C-1 and C-2. The agreement has gone back and forth between Mr. Wes Haber, Greg in my office, and CCI the contractor. He has signed the agreement. I think it has gone back to Mr. Haber to review because he made some changes. If Mr. Haber accepts those changes, then it will go to Ms. Kramer for signature, and they will be good to go. That is in progress.

**ii. Estates Drainage**

Mr. Hamstra stated at the last meeting regarding the Estates, we had grouped together all the recommended improvements. The Board asked me to break those up into pieces so we can phase it. If you recall, we had three distinct repairs. One was two pipes that need to be slip lined because the entire pipe has been compromised. The one pipe was compromised because of fence posts, and all the pipes connect to inlets that had all the leaks and poorly constructed connections. I am recommending, and I brought a proposal from Atlantic Pipe Services, to delay the slip lining of the pipes until the houses continue to be completed so that we do not have any equipment going out there and potentially compromising them. The proposal I will distribute is for the eleven specific repairs: seven where the pipes touch the inlets, and four places where the pipe joints are separated but the pipes are too small to get slip lined. It is eleven repairs in total, in the amount of \$27,715. This will not require any permitting. It is all considered 100% maintenance. I will provide this to Mr. Israel and the Board for your files. I received it just today from the vendor. I told them we were going to put on hold the slip lining for now. This proposal is for the eleven specific repairs that were identified during the closed-circuit televised section that was done several months ago before the hurricanes came.

Ms. Kassel stated this is asking for a local dump site.

Mr. Hamstra stated I am not sure what they have that needs to be disposed. If you approve this, I can talk with Brandon about what he is disposing of. We are not asking them to pull out any products. We are asking them to remove the inlets. I am not sure if it is just the canisters or the products that get delivered when they do the work. I will ask him.

Ms. Kramer stated the canisters and stuff would pretty much be our current waste hauler. If you could check on that, it would be appreciated.



632 Ms. Kassel asked to what degree will these repairs help reduce some of the flooding  
633 that has been going on in the Estates?

634 Mr. Hamstra stated the only flooding that is taking place is at the Gables, and that is  
635 not even flooding. It is a nuisance, but their particular property backs up against the lowest  
636 area in the community. The inlet that drains that area is affected by high stages in the pond,  
637 which gets affected by the lake it is discharging into. Unfortunately, none of this goes  
638 toward alleviating that. This is just to repair a compromised infrastructure. I wish I had a  
639 simple solution for them. If we fill in that area, then we are compromising the vegetation  
640 and the whole reason we had an open space back there. We cannot install a pump and keep  
641 pumping into the lake because it will come back at us since the lake will be high. I wish I  
642 had a silver bowl for that to help them out.

Commented [KK2]: "bullet" (probably)

643 Ms. Kramer asked those low areas that are common space or District-owned land, were  
644 they designed as dry retention? Can you tell?

645 Mr. Hamstra stated I do not think they were designed from the stormwater management  
646 system because the ponds were designed to handle quality and quantity. I think it was just  
647 the intent not to disturb the vegetation and maybe not looking carefully at the topography  
648 versus the ponds. Maybe it should have been caught.

649 Ms. Kramer stated it is not going to correct that problem, but that problem is not a  
650 flooding problem that will endanger anyone's home. It is not really flooding.

651 Mr. Hamstra stated it is not structural flooding; it is nuisance flooding.

652 Ms. Kassel stated we only had this problem since we have had a lot of rain. When the  
653 lake was low and the ponds were lower, it was not an issue. But because we have had a lot  
654 of rain—this spring, last year, a hurricane with twelve inches of rain in September—I think  
655 that has added to the problem the Gables are experiencing. There is just a high water table  
656 right now. The ponds and the lake are high.

657 Mr. Hamstra stated we had problems in other areas, but we found out the County has  
658 some plugged pipes. They came out and unplugged them, so that solved that issue. That  
659 has gone away, so that has been fixed by the County. During dry periods, it should be  
660 perfectly normal. During above-average wet seasons, like we had this year, it will be  
661 problematic for them, unfortunately. Mosquitoes are quite out of control sometimes.

662 Ms. Kramer stated these repairs are going to fix and prevent the problems that we saw,  
663 maybe before Mr. Hamstra's time, near the tavern where we had a break in the pipe and

664 the soil went down the pipe, which resulted in further pipe clogging and deposition in the  
665 stormwater ponds.

666 Mr. Hamstra stated the pipe joints being separated too far causes the earth above it to  
667 eventually create a little sinkhole. It dumps the dirt in the pipe. The pipe gets clogged again.  
668 Then people are concerned if they have a sinkhole in their yard. It is to remedy those  
669 situations.

670 Ms. Kramer asked that is this proposal?

671 Mr. Hamstra stated that is the eleven repairs.

672 Ms. Kramer stated the remainder of the repairs will be done after they build out the  
673 Estates because the construction process could affect those pipes.

674 Mr. Hamstra stated the two locations where the pipes need to be slip lined, once those  
675 adjacent lots are done, then we can do them. We do not need to wait for the whole  
676 subdivision. It is two distinct areas where the pipes will be slip lined. If they ever finish the  
677 houses in the Gables which are taking forever, we will look into that. I know you wanted  
678 to separate this and delay some of the costs to the Estates, but this first one is the eleven  
679 repairs specifically to the pipes and inlets.

Commented [KK3]: should probably be "Estates"

680  
681 Ms. Phillips made a MOTION to approve the proposal  
682 from Atlantic Pipe Services for eleven pipe and inlet repairs,  
683 in the amount of \$27,715.  
684 Ms. Kramer seconded the motion.

685  
686 Ms. Phillips stated we do not want to do it.

687 Ms. Kassel stated we do not want to spend the money.

688 Ms. Kramer stated we do not, but this is the core of what the District does, which is to  
689 maintain the infrastructure to make sure our houses do not flood. This is the core mission  
690 of the District.

691 Ms. Kassel stated especially when it comes to water issues.

692 Ms. Kramer stated yes, especially in Florida. Does Mr. Short have any questions? I  
693 know you do not have a copy in front of you.

694 Mr. Short stated I do not have any questions. It seems like a logical path. It seems  
695 overdue.

696 Ms. Kramer stated yes.

697 Mr. Leet stated it will not get any cheaper.

698 Ms. Phillips stated exactly.

699  
700 Upon VOICE VOTE, with all in favor, unanimous approval  
701 was given to the proposal from Atlantic Pipe Services for  
702 eleven pipe and inlet repairs, in the amount of \$27,715.  
703

704 Mr. Hamstra stated I will have Atlantic Pipe Services get with Mr. Haber to get the  
705 agreement underway to get them started.

706 **iii. Hurricane Nicole Request for Public Assistance**

707 Mr. Hamstra stated my last item is a question for Mr. Israel or the Board on the debris  
708 cleanup. Are you filing for public assistance from FEMA? Or are you just absorbing those  
709 costs?

710 Mr. Israel stated I think our intent is to try to get it wherever we can.

711 Ms. Kramer stated I do not know what the process is. Will it cost more to apply for it?  
712 We had very little debris.

713 Mr. Hamstra stated it will take three to five years to get reimbursement. It is quite a  
714 process, and they are very specific about regular yard debris, debris caused from the storm,  
715 and trash. If you were not careful about keeping track of those independently, your chances  
716 of receiving reimbursement will probably be compromised.

717 Ms. Kramer stated I do not think we had any trash at all. We had minor tree debris. A  
718 lot of the residents, when the tree debris fell on their yards, cleaned it up themselves. We  
719 had maybe one or two trees that had already died and came down, but they were very small.

720 Mr. Hamstra stated I bring it up because there is a 60-day clock in which to apply.

721 Mr. Israel stated I can get with Ms. Montagna and Ms. Brenda Burgess to see if they  
722 started that process. I know that was one of the first things we did for pretty much all our  
723 districts. We started going down that process.

724 Ms. Kramer stated let us balance out the cost for applying to what we might get back.

725 **iv. Miscellaneous**

726 Ms. Kramer stated the road through the garden, there was an issue. There was some  
727 confusion. The Harmony Central folks in exchange for an easement agreed to grade that  
728 road. Evidently when our previous attorney provided the documents, it only included that  
729 area in the pipeline right-of-way and not the area from the right-of-way to where the RV  
730 storage gates are now. They have done that. I spoke with Mr. Dan Evans, who is heading  
731 up the development in Harmony Central. He understood and was confused. He said the  
732 person who negotiated this was a man. Evidently, it was Mr. Berube. He did not carry

733 through on what the desires of the Board were to have, not just the area that they were  
734 going to damage graded but our entire road in exchange for the easement. That fell through  
735 the crack. I spoke with Mr. Evans, and he said he will be getting with Jr. Davis and get  
736 back with us. He is pretty sure that if we can arrange to provide the shell material that the  
737 road is made out of now, he can get them to come in gratis and grade it and improve that  
738 road. I wanted to check with Mr. Hamstra. Is shell material the right thing to put down  
739 there now?

740 Mr. Hamstra stated gravel is better, but if you are getting it done for free, do it.

741 Ms. Kramer stated they are not going to provide the material. The District has to  
742 provide the shell or gravel. You are recommending gravel?

743 Mr. Hamstra stated yes.

744 Ms. Kramer stated they mentioned shell.

745 Mr. Hamstra stated shell kind of degrades when it gets wet. They have only done  
746 parallel to the road; when it peels off toward the RV lot, they did not do that portion.

747 Ms. Kramer stated correct. But he said he would try and work it out to where they will  
748 provide the equipment and manpower if we can provide the material. They could come in  
749 here and just knock the top off and knock them in, but we have seen already on the part  
750 they already did that it is deteriorating quickly again.

751 Ms. Kassel asked really? On the part we just did?

752 Ms. Kramer stated yes. It is starting to rut quickly. Maybe that is why it is important to  
753 put gravel on it, to mix it in with the shell. I will stay in touch with him and get that worked  
754 out and get field services to find some providers of gravel so we can get that done.

755 Mr. Hamstra stated when all the paperwork is signed for the milling and resurfacing,  
756 we may want to do some type of information, door hanger, or email for a heads up for those  
757 residents when they will be doing the work because it will be making some noise. Probably  
758 after the holidays.

759 Ms. Kramer stated that sounds great. One other thing we discussed when you first were  
760 engaged were the cattails in our stormwater ponds that we are responsible for maintaining  
761 on the golf course. Have you been out there to assess those golf course ponds yet?

762 Mr. Hamstra stated I have not been yet. Mr. Morrell and Mr. Perez let me know that  
763 Mr. Morrell and his staff have finished my first round of cleanups on ponds outside the  
764 golf course. Now that the weather is getting nice, I will get the interior as well.

Ms. Kramer stated that will be great because the golf course has contacted us. We are also having cattail growth. As you know, it was pretty bad already, and it has gotten exponentially bad. As I think we were advised by either Katherine or you that when the biomass gets that big, then it is no longer a spray treatment but is a harvesting. It looks like we are there.

Mr. Hamstra asked is that a District responsibility or the golf course?

Ms. Kramer stated it is our responsibility.

Mr. Hamstra stated I know the control structures are yours. I did not know if the ponds on the golf course were yours.

Ms. Kramer stated we have an easement and agreement.

Ms. Kassel stated to maintain the stormwater drainage system.

Ms. Kramer stated yes. The golf course folks were a little upset that we were erroneously told or informed that they wanted us to keep our hands off the ponds. I think that was three or four years ago.

Ms. Kassel stated I was told as a Board member that the golf course did not want us managing their ponds.

Ms. Kramer stated that was erroneous. That was not right.

Mr. Hamstra stated that is why the map shows blue outside the golf course for District-maintained ponds, and inside the golf course we did not do the ponds but the control structures. If you are telling me that we also maintain the ponds, I will update the map.

Ms. Kassel stated they do not belong to the District, I do not think, but we are obligated to maintain them because they are part of the stormwater management system.

Mr. Hamstra stated I will give them a different color to distinguish that.

Ms. Kassel stated it is interesting because up north, we have problems with the common reef and are always looking for cattails, but they are a problem here.

Commented [KK4]: "reed" not "reef"

#### **D. District Counsel Report**

##### **i. Memorandum to District Regarding Surplus Property**

Ms. Kramer stated this memorandum on surplus property is how to deal with disposing of surplus property in the District. It is my understanding that this was provided for guidance only, in that, we should follow this but not necessarily for any Board action. Is that correct?

Mr. Brown stated yes, that is correct. Depending on the Board's evaluation and the property in question, the memorandum lays out pretty basic paths for you to consider for



798 whenever you are prepared to make a decision about the sale or donation of any surplus  
799 property the District owns. I will give you my 10,000-foot thoughts on it. The first option  
800 is just to limit the sale or donation to non-profit entities, first within the County and then  
801 outside the County. The process is a little less involved from a procedural standpoint, but  
802 of course you are talking about a more limited pool of potential purchasers. That might be  
803 a good option if the Board is inclined for policy reasons or because you had particular  
804 entities or non-profits in mind. If you want to go that route, it is a little less cumbersome  
805 but procedurally a little more constrained with respect to the parties that you would be  
806 negotiating with. The other option is under Section 274.06, Florida Statutes, and there are  
807 two paths under that Statute, depending on the value of the property. If it is less than \$5,000,  
808 there is less procedure involved, and you have a broader scope of potential buyers,  
809 including private properties in addition to public entities and non-profits. If it is greater  
810 than \$5,000 in value, there is more process involved: a public auction and the requirement  
811 to make the sale to the highest possible bidder, and a published notice, for example. You  
812 have a couple different options for the Board to weigh from a policy perspective, depending  
813 on the facts, the value of materials, and what the Board envisions.

814 Ms. Kramer stated they provided the different resolutions that would be used for each  
815 of the different categories. My understanding is we may have some surplus property in the  
816 vehicles that we will be scrapping once the insurance is finalized. At this time, we will take  
817 that under consideration and select the proper resolution at the time.

818 **ii. Meeting Videos on a Third-Party Website**

819 Ms. Kramer stated this is a question we had previously about being able to post our  
820 meeting videos on a third-party website, such as YouTube.

821 Ms. Kassel stated there was nothing in the agenda package regarding this, no  
822 memorandum.

823 Mr. Brown stated no, there is no memorandum. It is my understanding that you can  
824 post the meetings on YouTube. In particular, I think there may have been a question about  
825 the requirements to include subtitles and closed captioning for the videos. There is no  
826 requirement to include closed captioning for those videos posted on a private, third-party  
827 site, like YouTube.

828 Ms. Kramer stated at this point, it seems we are allowed to do that. If the Board is  
829 interested in doing that, I think we should just go ahead and entertain a motion to permit  
830 that to be done.

831 Ms. Kassel stated I do not know who is going to do it, but I will make that motion.

832  
833 Ms. Kassel made a MOTION to approve Mr. Leet posting  
834 meeting videos on YouTube for public consumption.  
835 Ms. Kramer seconded the motion.

836  
837 A Resident stated if you put Mr. Leet's name in the motion, you will have to amend it  
838 later when he leaves the Board.

839 Ms. Kramer stated we can just say "the Board."

840  
841 Ms. Kassel AMENDED the motion to approve the Board  
842 posting meeting videos on YouTube for public consumption.  
843 Ms. Kramer seconded the amendment.

844  
845 Upon VOICE VOTE, with all in favor, unanimous approval  
846 was given to the Board posting meeting videos on YouTube  
847 for public consumption.

848  
849 Ms. Kassel stated when Mr. Leet is no longer on the Board and is no longer posting  
850 these, just because he is not on the Board does not mean he cannot record them via Zoom  
851 and post them on YouTube. But my question is, what happens that we have now approved  
852 this, and Mr. Leet moves or is no longer able to post them.

853 Ms. Kramer stated the Board will have to readdress it at that time.

854 **iii. Right-of-Way Mowing Responsibility**

855 Mr. Brown stated I believe we provided an email in your agenda package that Mr.  
856 Michael Eckert prepared, laying out the summary of his findings regarding this issue, in  
857 particular focused on the grass in between lots and the street, the landscaping within the  
858 rights-of-way in that area. The bottom line is reflected in the materials in the agenda  
859 package, that the District has the ability to maintain that area if it would like to because it  
860 owns that area, but there is a requirements in the covenants and restrictions for the  
861 community that imposes an obligation on the adjacent property owner to maintain that strip  
862 of grass and the landscaping. In terms of obligations of the District as opposed to rights,  
863 the District has a minimum obligation to maintain it at the level required by County code.  
864 I believe the covenants and restrictions impose a higher standard on the property owners  
865 to maintain it to the standard in the community, which would exceed the bare minimum  
866 required by County code. Beyond that, if there is a life or safety immediate issue, the  
867 District should address it and not try to address through, for example, working with the

868 HOA for the home owners to maintain that area. I think that is a basic summary of what  
869 Mr. Eckert provided for the agenda package. I can address any questions if there are any.

870 Ms. Kassel stated I will just say that the memorandum in the agenda package is the  
871 result of some residents coming to the meeting last time and asking about the legal authority  
872 to require residents to maintain their easements: the area between the sidewalk and the  
873 curb. The developer had decided it would be included in landscaping on the boulevards,  
874 namely Five Oaks Drive, Cat Brier Trail, and Schoolhouse Road, because those are the  
875 boulevards that everyone passes when they come to look at a house to buy. The developer  
876 included that. In an attempt to save money, partly, and also in an attempt to make things  
877 more equal because the people who lived in those homes for 20 years have the benefit of  
878 not having to pay or deal with the maintenance for those areas, we thought it was time to  
879 return the responsibility over to the people who own those lots for maintenance of those  
880 particular areas and also save the District—and all the residents—money at the same time.  
881 That was the thinking behind returning, or turning over, the maintenance, which includes  
882 fertilization and weeding. We will continue to water because the irrigation system runs  
883 under there. The District will continue to water and maintain the irrigation for those areas,  
884 but residents are required to fertilize, mow, weed, et cetera in those areas. At the last  
885 meeting, several people asked how we can require them to do that. So we asked our attorney  
886 to look into the legality of the District returning this area over to owners to maintain and  
887 now it is your obligation to maintain it. This memorandum in the agenda package explains  
888 why it is legal.

889 Ms. Kramer stated excellent summary.

890 Ms. Phillips stated I believe it was \$17,000 the District will save.

891 Ms. Kassel stated through Servello. Another vendor was \$120,000.

892 Ms. Phillips stated I just figured out how much if we did all of Harmony, so everyone  
893 is treated the same, because they do not take care of my easement. For mowing, there are  
894 1,580 homes, and at \$17,000 for approximately 100 homes, it is \$170 per year for each  
895 home. For 1,580 homes, it would be \$268,600.

896 Ms. Kramer stated that is considerable.

897 Ms. Phillips stated that is if we want it to be fair. We all have easements. Why are some  
898 people getting theirs taken care of? I understand why the original developer did it, but we  
899 are not him.

900 Ms. Kramer stated thank you for that analysis.

901 Ms. Phillips stated I drove Mr. Perez and Ms. Montagna crazy. They just wanted to  
902 understand what I was asking, and I got it finally. I suspect we do not want to take a motion  
903 to maintain everyone's easement, to the tune of \$268,600.

904 Ms. Kramer stated that was at \$17,000.

905 Ms. Phillips stated yes, that was at the low estimate.

906 Mr. Leet stated while we are discussing this, I guess this goes to one of the proposals  
907 we discussed earlier, I agree we definitely have the legal standing to make this change and  
908 treat all the property owners the same way, where they are required to maintain that area  
909 in front of the sidewalk. In this particular case, though, in the past where the District had  
910 been responsible for the maintenance there and that maintenance was lapsing, and now we  
911 are throwing the switch and saying it is the owners' responsibility, I think we should at  
912 least look at that. There may not be a perfect solution to this, and maybe this goes away  
913 when we save that money the first year and then it is a savings going forward, but I think  
914 we should at least consider making sure that when we turn over this responsibility that we  
915 are at least leaving it in decent shape, and if it had lapsed, we address it.

916 Ms. Kramer stated I understand what you are saying. We had several proposals for the  
917 frontage on just one home or a number of them. One proposal was \$1,000 per home to do  
918 the grass in front. This latest one was \$1,600 for one home, and then multiply that times  
919 100 homes.

920 Mr. Leet stated I am just bringing it up for consideration. I do not think all 100 homes  
921 have lapsed.

922 Ms. Phillips stated we can make decisions on an individual basis.

923 Mr. Leet stated that is something maybe Inframark can look at.

924 Ms. Kassel stated I would like to see, at least minimally, leaf removal, fertilization, and  
925 checking that the irrigation is working correctly.

926 Ms. Kramer asked as a one-time event?

927 Ms. Kassel stated yes.

928 Ms. Kramer stated we can ask Inframark for a proposal to do that.

929 Ms. Phillips stated there is also an option of putting down groundcover if you do not  
930 want grass. I am in the process of fixing up my yard, and I see some really nice groundcover  
931 on some of them.

932 Ms. Kramer stated that is what we have discussed because they are very shaded.

933 Ms. Phillips stated for people who park in front of their house instead of the garage,  
934 they are walking over it many times a day.

935 Ms. Kassel stated there is a particular house on Cat Brier Trail that we were requested  
936 to look at over a year ago, actually a number of areas. The problem was, the leaf litter had  
937 not been picked up, the irrigation had been turned off, it had not been fertilized, and it was  
938 just being ignored. As I mentioned at the last meeting, I did not feel good about turning  
939 over these easements to homeowners to maintain when the District had not maintained  
940 them very well. Please look into it.

941 Mr. Short stated this follows under the residents' responsibility due to the HOA. Does  
942 the HOA also dictate what kind of groundcover can be there and what kind of grass and  
943 things can be put there?

944 An HROA board member stated yes.

945 Ms. Kramer stated Inframark will be looking into doing a survey of what might be  
946 needed and what the cost would be to do some preliminary work to get those areas up to  
947 par at this time. We will bring it back for the December meeting.

948 **iv. Consideration of Resolution 2023-02, Use of Private Emails**

949 Mr. Brown stated you have a resolution in the agenda package, which establishes a  
950 policy reflected in Exhibit A thereto for use of District email addresses by Supervisors. The  
951 policy, in short, requires Supervisors to use those email addresses. In the event you receive  
952 an email that would be a public record concerning District business at your private email  
953 address, it would require a Supervisor to forward that to their District email address for  
954 purposes of maintaining public records and ensuring those records are preserved.

955 Ms. Kramer stated a little background behind this is, when we were looking into the  
956 legality of the RV parking area and storage area, it came to our attention that a previous  
957 Board member had been using his personal email address, and so very little, almost none  
958 of the items that are supposed to be in our public record repository dealing with that issue  
959 are in them. We wanted to immediately clean that up and get all the Board members now  
960 and in the future to use District email addresses. I think it was an insipid policy in the past  
961 that we all use our District email addresses, to be sure we maintain the public records. It  
962 was not complied with, and it may end up costing the District money to regain those public  
963 records. That is also being looked into, to basically close the barn door.

964



Ms. Kassel made a MOTION to approve Resolution 2023-02, regarding use of private email addresses.  
Ms. Phillips seconded the motion.

Mr. Leet stated I want to make sure this resolution is strictly talking about email communication. If communication is taking place by, say, text messages, does that need to be included in this or handled separately? I want to make sure we all understand.

Ms. Montagna stated you should not be communicating District business via text. We try to stay away from that. In the case where you do, yes, that is subject to a public record, as well. I can let legal opine on that, but you should try to stay away from that.

Mr. Brown stated the resolution itself does not speak to text messages or other forms of communication. It is specific to emails. That is correct. whatever the form of communication, if you are creating a record regarding communication of District business, that would constitute a public record, whether it is on Facebook or through a text message. All those things could potentially end up being public records, and there would be an obligation on the part of the District to maintain. Sometimes, those things are unavoidable. As to the comment that was just made, if there are instances where communication of District business or back-and-forth between a resident and a Supervisor, for example, by text message, I will ask you to take a screenshot of that and email it to your District email address. We try to avoid those things unless it is something the District has a plan in place to ensure that its records are being maintained.

Ms. Kramer stated a question for Ms. Montagna, yourself, and Mr. Perez. Are your text messages with Supervisors maintained as public records at this time? Being that you have Inframark phones and are the public records custodian, if we are texting you or Mr. Perez or another Inframark employee, do those then get catalogued? Or should we be taking screenshots and saving them to our emails?

Ms. Montagna stated anytime that I send texts to a Supervisor, if I am traveling or something and cannot get to my email, I usually follow it up with an email, but we will make sure those are screenshot and deposited in the District files.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-02, regarding use of private email addresses.

**v. Basketball Court**

Ms. Kramer asked does Mr. Brown know about this issue, as far as the letter of request?

1001 Mr. Brown stated yes, I do. I am familiar with the background on this issue and that  
1002 there is an issue with the leveling of the basketball court and pooling or puddling issues  
1003 because there are some deviations in the surface of the basketball court. I also understand  
1004 there were some plenary representations by a representative of the contractor who did that  
1005 work and they were going to work with the District to make repairs. That did not happen,  
1006 and I believe we received some correspondence from an attorney retained by the contractor  
1007 demanding payment of the remaining amount under the contract to be paid. Our  
1008 recommended course of action would be to prepare a response to that demand letter,  
1009 explaining the contractor's failure to perform and stating payment will not be made until  
1010 the defects are addressed. We cannot make any promises at this point about what the  
1011 outcome would be from this point going forward. In my experience in the service industry,  
1012 you end up with some sort of what I call settling your posture, where maybe you do not get  
1013 everything you might get out of this, but it is some sort of resolution for the District, and  
1014 certainly not just turning over what remains to be paid on the contract given the failure to  
1015 perform. We will evaluate how things proceed from here, but as an initial first step, our  
1016 recommendation is to prepare a response to that letter.

1017 Ms. Kramer asked do you need any direction from us?

1018 Mr. Brown stated no, I do not believe we need any direction. If the Board has any  
1019 questions or if there is a desire to consider alternatives, the Board has them, but this is our  
1020 recommended next step.

1021 Mr. Leet asked do you have the information we collected about the performance not  
1022 being to the contract?

1023 Mr. Brown stated I believe we do. I think Mr. Haber has all that. I would ask if there is  
1024 anyone in particular we should be coordinating or interfacing with on preparing that letter,  
1025 or if the Board would like to appoint a particular Supervisor—the Chair or Vice Chair, for  
1026 example—to provide final review and approval of the response.

1027 Ms. Kassel stated I am happy to let the Chair review and approve if she wants to.

1028 Ms. Phillips stated I am, too, since she is the one who measured all the depths and is so  
1029 familiar with it.

1030 Ms. Kramer stated that, I am. Yes, I will go ahead and do that if you will let Mr. Haber  
1031 know I will be his contact on this. Hopefully we can resolve this to everyone's satisfaction.

Ms. Phillips stated they sounded agreeable on the phone that night when we brought it up. It does not appear they made any attempt to rectify it, other than to go straight to their attorney.

Ms. Kramer stated in fact, they did not even invoice us for the final payment. They just sent a letter from the attorney. That speaks volumes. I looked back through the minutes, and the key statement is, "Mr. Leet stated we are clear there will be some water. I think we are talking about one-eighth inch versus three-quarters inch." The representative from AAA Court Services, Ms. Leonard, stated, "yes and that is a very large difference. We will definitely correct that issue."

Ms. Kassel stated then she said she was going to check with the owner of the company. Apparently, he must not have agreed.

Ms. Kramer stated yes, this is where we stand right now. We will work to have it resolved. I would love for them to come back in and fix that ponding issue. We will do our best to do what is best for the District on this.

**vi. Miscellaneous**

Mr. Brown stated I will relay these issues to Mr. Haber and Mr. Eckert.

Ms. Kassel stated I have a question about the public records from our previous legal counsel, whether or not they have been received, and what the status is.

Mr. Brown stated they have not been received. It is my understanding that our office is working on a sternly worded letter to your former counsel and some others with regard to production of those records.

Ms. Montagna stated I am not sure if Mr. Haber or Mr. Eckert responded to you regarding Mr. Leet's question about placing videos on YouTube. I do not know if you have that information, but it came down to yes, we can place them on YouTube as a resident, as opposed to as a representative of the District.

Ms. Kramer stated we dealt with that already. They announced it was fine for the District to post those.

Ms. Montagna stated great.

Mr. Brown stated the videos being recorded are public records, so if an individual resident wanted to come in and record a meeting, they could. They could post it where they wish. There is no issue with who is posting those.

Ms. Montagna stated perfect, thank you.

Ms. Kramer stated there is one other item I would like to inquire of or mention to the Board, while we are under the legal counsel agenda item because it bleeds over into the manager's report. I wanted to touch on it right now. As we look toward moving field services, which is required because we are not up to code having the trailer in the back corner, we investigated the possible location where we could move that facility. Because there is the easement language, they looked at it and determined that the easement, unless it has been affirmatively in writing conveyed to another entity, it is still held by Birchwood LLC. Birchwood Partners is still an active entity within the State of Florida. This easement language not only flows to the parcels in question—U-2 and B-1—but it is also attached to our linear park around the golf course to all of the areas adjoining our streets and homes. All of our pocket parks are burdened by these easements, and this puts us in a potentially very dangerous position in the future if someone wanted to come in and do anything with these parcels. I would like to propose tonight for the Board members to think about and come back maybe in December and discuss it further, which is possibly have our District legal counsel to approach whoever the current controller of Birchwood Acres is. My understanding is, this entity has moved completely out of the area and is not involved in any development at this point to our knowledge. Approach them and see if they would be willing to release the blanket easement language over all those multiple parcels throughout Harmony. We can do it that way. The other thing we could do, he indicated we could go to eminent domain if we needed to go that far with it, or just ignore it and make them force us out, which I do know I am very uncomfortable with that option. Think about it, and next month we can make a decision as to which direction we go to clear up those legal questions on our land ownership. Did I explain that okay?

Mr. Brown stated yes, very well.

**E. District Manager Report**

**i. RV Lot Closure**

Mr. Israel stated we drafted a letter that is included in your agenda package. It was sent on November 8, and it informs the residents of the closure that will take place at the end of the year with the refund of fees that will be on a prorated basis.

Ms. Kassel stated I heard that some have not received that letter.

Mr. Israel stated yes, I will doublecheck when I get back to the office, but as far as I am aware, November 8 is when they were at least dropped off at the post office.

Ms. Kassel stated it is nine days later.

1097 Ms. Kramer asked has anyone here not received the letter?  
1098 Two residents indicated they have not received the letter.  
1099 Ms. Kramer stated we know the postal system is having serious problems. Hopefully,  
1100 if you will give us a heads up by email if and when you get those letters, that way we can  
1101 follow up.  
1102 Ms. Kassel stated I wonder if we may need to, at this point, since it has been three  
1103 weeks when we hoped that letter would go out, maybe we extend the date.  
1104 Ms. Kramer stated we could hand deliver the letters. There are only 25.  
1105 Ms. Phillips stated I was going to bring this issue up at the end, but I did not know  
1106 when to do it.  
1107 Ms. Kassel stated you can do it now or under Supervisors' Requests.  
1108 Ms. Kramer stated now works.  
1109 Ms. Kassel stated I was going to suggest we extend the closure until January 31, 2023.  
1110 Ms. Montagna asked if we have email addresses for everyone, and I do not know if we  
1111 do, but if we do, would it be beneficial to email them a copy of the letter that was mailed?  
1112 They were, in fact, dropped off at the post office on November 8.  
1113 Ms. Kassel stated be that as it may, two of the people at the meeting have rental spots  
1114 at the lot, and neither of them received the letter, and it is nine days later.  
1115 Ms. Phillips stated she is saying she can do it by email instead.  
1116 Ms. Kassel stated I understand.  
1117 Ms. Montagna stated I understand that.  
1118 Ms. Kassel stated it is already nine days later, which is 10+ days later after we requested  
1119 a letter go out. What I am saying is, we might extend the closure by a month. Next week is  
1120 Thanksgiving, and people may have family in town, and then it is the holidays. Maybe we  
1121 just give them more time.  
1122 Ms. Kramer stated Ms. Phillips can proceed with what she planned to say.  
1123 Ms. Phillips stated we have been talking about the RV lot, but at the meeting last month,  
1124 we finally made the decision to close it because of the County codes and the expense. It  
1125 was difficult. But then, all of a sudden, we discussed when we are going to close it, and we  
1126 jumped on it. This has been eating at me since last month because they were not going to  
1127 get their letters until November, and now we are in the busiest time of the year with the  
1128 holidays and Christmas coming. I really do not think the County would do anything to us



1129 if we gave them even until March 31, 2023. The ones with huge vehicles will take some  
1130 doing. We could do the end of their lease or March 31, 2023, whichever comes first. If  
1131 someone's lease ends at the end of December, then they have to move it.

1132 Ms. Kramer stated I want to provide it because I think it is important. We are in this  
1133 situation because a Board member withheld a lot of information from the entire Board.

1134 Ms. Phillips stated yes.

1135 Ms. Kramer stated I did inquire of our legal counsel and of our District manager as to  
1136 the liability because someone posted that we have insurance to cover any liability. They  
1137 investigated, and just like any homeowner's insurance, our insurance has the same out, that  
1138 if we are operating any kind of facility or amenity that is not in compliance with County  
1139 codes, they do not cover us.

1140 Ms. Kassel stated it is what we have been operating at for all these years.

1141 Ms. Kramer stated I want you to be aware that we are hanging out on a limb. That being  
1142 said and you now having all the facts before you, I would entertain a motion if the Board  
1143 so desires to change the final date of closing.

1144 Ms. Phillips stated I had one other idea, too. Can I bring that up now?

1145 Ms. Kramer stated you certainly may.

1146 Ms. Phillips stated we have 73 spaces, and it will cost approximately \$500,000 to do  
1147 the whole road going back there.

1148 Ms. Kassel stated it was less than that. It was the road, fencing, landscaping, and  
1149 lighting.

1150 Ms. Phillips stated I heard only \$500,000.

1151 Ms. Kramer stated let me add this, though. The one thing we never got to was the cost  
1152 of actually improving the lot itself. The County is requiring us to actually pave the area  
1153 road in there. They gave us a waiver on paving; they let us work a deal with Florida Gas  
1154 Transmission, which ended being enormously expensive anyway. But they did not waive  
1155 or negotiate the requirement to pave into and all the driving lanes throughout. That will be  
1156 additional funds. It will be \$500,000+.

1157 Ms. Phillips stated just to present my idea, I will use my estimates. I found out there  
1158 are 73 spaces. I already did the calculations, so I will use my numbers.

1159 Ms. Kramer stated I understand.

1160 Ms. Phillips stated there are 73 spaces. Maybe that could wiggle more or fewer  
1161 depending on the layout if it got paved. To raise that \$500,000, it would be \$6,850 per  
1162 rental space. Some are bigger than others, but I am using straight calculations. If people  
1163 really want this RV storage and are willing to pay \$600 per month, why not? As long as it  
1164 is not costing the other 1,500 residents of Harmony for them to have that lot, which is what  
1165 we were trying to avoid. If they are willing to shell out the money, I do not see any reason  
1166 not to do it, but it will be \$600 per month to store their vehicles.

1167 Ms. Kramer stated it will be something more than that with the additional paving.

1168 Ms. Phillips stated yes, but still, I guess maybe we should have given that as an option.  
1169 Some people may say they want to keep their RV there and are willing to pay it. But we  
1170 need all 73 to say that.

1171 Mr. Leet stated it does not work to piecemeal it. What if only eight people are willing  
1172 to do that?

1173 Ms. Phillips stated that is why I just said, 73 of them should do it. This was an idea I  
1174 came up with. We all felt bad about closing it, but we do not have a lot of options. Of  
1175 course, we could just wait until we can bring it in from the other direction.

1176 Ms. Kramer stated if we can get it to that point, it makes it much easier.

1177 Ms. Phillips asked does anyone have an idea how much it costs to rent an RV storage  
1178 lot at one of the storage facilities?

1179 A Resident stated \$200 for an RV.

1180 A Resident stated \$180.

1181 Ms. Phillips stated so you would not want to pay \$600 to keep it here.

1182 The Resident stated it would not be a good amenity.

1183 Mr. Leet stated we have mentioned the other approaches. The Harmony Golf Preserve  
1184 owns that entire property to the northwest of the parcel. Have we approached them? I want  
1185 to say this happened in the past, but have we at least approached them to see if there is any  
1186 interest? I do not even know looking on a map where the road would be without affecting  
1187 their operations.

1188 Ms. Kramer stated we went all over that. We walked it and tried to see. The problem  
1189 is, the traffic through there would conflict with their operations. We can try. I have a feeler  
1190 out right now to talk with them about another issue we will discuss in a minute. I can broach  
1191 that with them also.

1192 Ms. Kassel stated even so, even if they were to allow us access to this road, it would  
1193 still not be an allowed use without paving the lot, which is going to be expensive. Does  
1194 anyone know what the price per square foot?

1195 Ms. Kramer stated for a brand new road, not repaving.

1196 Ms. Kassel stated I am not talking about a road; I am talking about a lot.

1197 Ms. Kramer stated like our alleys, it would not be repaving. It would be a new road  
1198 because you have to do a road bed and everything associated with a new road.

1199 Mr. Leet stated yes, that is not a magic bullet, but at least it would give us the best-case  
1200 scenario. Yes, we still have other paving to do, but we could take the access road repaving  
1201 out of the picture. I do not know if the price will be close enough that we could swallow it.

1202

1203 Mr. Leet made a MOTION to postpone the closure of the  
1204 RV lot to March 31, 2023, with digital notification and other  
1205 possible follow-ups.

1206 Ms. Phillips seconded the motion.

1207

1208 Ms. Phillips stated I would say March 31, 2023, or the end of their lease, whichever  
1209 comes first. Some of them might end December, January, or February. We can phase it out  
1210 that way.

1211 Ms. Kramer stated we have quite a few like that.

1212

1213 Mr. Leet AMENDED the motion to postpone the closure  
1214 of the RV lot to March 31, 2023, or at the end of the lease  
1215 term, whichever comes first, with digital notification and  
1216 other possible follow-ups.

1217 Ms. Phillips seconded the amendment.

1218

1219 Ms. Phillips stated otherwise, we have to write new leases for these people. Let us keep  
1220 it simple.

1221 Ms. Kramer stated I appreciate that.

1222

1223 Upon VOICE VOTE, with all in favor, unanimous approval  
1224 was given to postpone the closure of the RV lot to March 31,  
1225 2023, or at the end of the lease term, whichever comes first,  
1226 with digital notification and other possible follow-ups.

1227

1228 Ms. Phillips stated we still need to decide how we are going to notify people.

1229 Ms. Kramer stated I think we should email it. I think there are only 25 who live in the  
1230 neighborhood. We might be able to have field services drop off the letter at their house.

1231 Ms. Phillips stated send it certified.

1232 Ms. Kramer stated I do not know; certified mail gets very expensive.

1233 Ms. Phillips stated it is only \$2.00 each.

1234 Mr. Israel stated we can email the letter.

1235 Ms. Kramer stated in my discussion with Mr. Daniel Evans from Harmony Central, I  
1236 would like to know what the feeling is. It dawned on me that we will be chatting when I  
1237 return in a couple weeks because we have that interconnect the County is requiring of us  
1238 in that location.

1239 Ms. Kassel asked what location?

1240 Ms. Kramer stated at the location where the dirt road is now on the pipeline easement.  
1241 That pipeline easement area is supposed to have an interconnect.

1242 Mr. Leet asked is it in the planned development ("PD")?

1243 Ms. Kramer stated yes, the PD requires us to have an interconnect with Harmony  
1244 Central there. It says equestrian, pedestrian, bicycle, and I guess we could consider golf  
1245 carts, but they said absolutely no automobile traffic.

1246 Mr. Leet stated we have an interconnect between us and Harmony West.

1247 Ms. Kramer stated yes, we have two interconnects with Harmony West. I wanted to let  
1248 everyone know we will be talking, and I will bring back any information to the Board. He  
1249 indicated that they may be willing to improve that pathway to make it a lot nicer, even our  
1250 side of it. We will keep our fingers crossed that they will be able to do that for us.

1251 **ii. Discussion of Deed of Dedication**

1252 Mr. Israel stated we have been looking at new options for the field services office. I  
1253 would like to get some clarity of what the Board would like for that office, in terms of  
1254 construction material, potential square footage, permanent or semi-permanent building  
1255 based on what we have heard in terms of that easement. Ms. Kramer sent us a picture, as  
1256 well, of a potential option or an idea of what that would look like.

1257 Ms. Kramer stated this is a modular building that then the community that has it can  
1258 dress it up with a pergola out front, which made it look so much nicer than our field services  
1259 trailer currently does. I wanted to let you know it does not have to be a big, ugly trailer  
1260 sitting out there, nor would we want it to be. We also have a trailer rental currently, which  
1261 is \$490 per month. If we are going to do this, we may want to buy a trailer or even a portable

1262 classroom and fix it up like this. I cannot see us doing something that would cost us  
1263 hundreds of thousands of dollars. It just does not make sense at all for what this use is. Mr.  
1264 Israel brought for each of you a handout that basically shows our PD approval for our  
1265 Harmony. It also shows what the different categories are. Up above, it shows community  
1266 maintenance facilities. If you run across, it shows where they are permitted. Basically, they  
1267 are permitted in every category except conservation area. If we did not want to look at the  
1268 location we are currently discussing, we would have to find something we owned  
1269 somewhere else in the community. This is just for you to look at and get familiar with to  
1270 see if there is some other location. The deed of dedication, as we mentioned, does have that  
1271 easement over it. When I spoke with our legal counsel, he said that there is a possibility, if  
1272 we do not get it cleared, that if we put something there, they could come in and say they  
1273 want to use the whole area for parking and have an easement to do it. He also indicated it  
1274 may be very hard for them to get us to move. It would be a back-and-forth. We have already  
1275 seen that the finance people, based on what we went through with Harmony Cove, are not  
1276 comfortable with easement language and feel it could be broken or something else. Again,  
1277 it might behoove us to use a modular or easily moved structure, just in that case. I would  
1278 not want to jeopardize a lot of the District's monies putting something permanent in and  
1279 then having to move it.

1280 Mr. Israel stated you could do something semi-permanent, where you would actually  
1281 have pillars versus a foundation, so it would have a crawl space. Then that building could  
1282 potentially be relocated, versus having a slab. That is where you would fall in the semi-  
1283 permanent. It just depends on the budget and what you are looking for in terms of use, as  
1284 well. Do we want to have a garage door so we can store some of our supplies in there, like  
1285 the Umax? Or are we looking to keep it similar to where we are at, which is probably what  
1286 you will get with a trailer, more of an office space.

1287 Ms. Kassel stated we have no idea what the cost of these things are.

1288 Mr. Israel stated I think you also need to provide a budget. If we are not 100% sure  
1289 what we want, whether building material or permanent versus semi-permanent modular, if  
1290 we can get a budget and an idea of the use we want, I go back and can look at providing  
1291 the Board with some options, maybe across the whole board, as long as I have a budget  
1292 that I can use.



1293 Ms. Kassel stated we have no idea what a reasonable budget would be. I would like to  
1294 keep it low, like \$60,000 or less, but I do not know what we will get for \$60,000.

1295 Ms. Phillips stated if it had a meeting room, we would save a monthly meeting fee.

1296 Ms. Kassel stated we are not paying anything for this meeting room.

1297 Ms. Phillips stated some day, we might have to.

1298 Ms. Kassel stated you will not get that in a trailer.

1299 Ms. Phillips stated we could get a modular.

1300 Ms. Kramer stated a portable classroom or something like that.

1301 Ms. Phillips stated you can also do a concrete block.

1302 Mr. Israel stated you also have options of steel-style workshops that are a lot nicer than  
1303 they used to be. Those can run anywhere from \$15,000 to \$30,000 for the structure, and  
1304 then the foundation. Concrete can be expensive.

1305 Mr. Hamstra stated it is anywhere from \$150 to \$175 per square foot if you were to  
1306 build a house, if you want to scale that back and want x number of square feet for Mr.  
1307 Morrell's new area.

1308 Mr. Israel stated that is another thing to take into consideration, where a shop like that  
1309 is the internal build-out, but that can potentially be something over time, however you want  
1310 to look at that.

1311 Ms. Kramer stated these are some things we want you to think about, and we can bring  
1312 it back to the December meeting for further discussion. Inframark will continue to reach  
1313 out and look at different options and bring this back.

1314 Mr. Israel stated I will start with \$60,000 as a baseline.

1315 Ms. Kassel stated I just threw that out. I do not know how the rest of the Board feels  
1316 about it. I also do not know what kind of site development costs we would have, either  
1317 within that or on top of it.

1318 Ms. Kramer stated luckily, I pulled up the Harmony code. They did extensive work in  
1319 that area, and sewer is right there. In fact, that is the lift station that is fenced in that area.  
1320 It looks like site development requirement is one parking space for every 500 square feet  
1321 in the building. That will not be a big deal. I think we can, right now just on that little street  
1322 apron that comes in there, probably park three cars, at least.

1323 Ms. Kassel stated it would be great to have a garage that could fit our vehicles.

1324 Ms. Phillips stated also when they are working on something and it starts raining, they  
1325 are indoors and can keep working.

1326 Ms. Kramer stated or under cover.

1327 Ms. Phillips stated yes, under cover is what I meant.

1328 Ms. Kassel stated back in early 2019, I paid about \$20,000 for an 18-foot by 22-foot  
1329 garage, but it is just metal framing and corrugated metal sides with corrugated metal roof.  
1330 I imagine costs have gone up.

1331 Mr. Israel stated they are actually fairly reasonably priced for those.

1332 Ms. Phillips asked are any of the high schools or colleges around here training people?  
1333 Do they ever get involved in projects like this?

1334 Ms. Kassel stated typically when you buy one of those kinds of buildings, you buy a  
1335 kit and they come and install it. That is included in the price.

1336 Ms. Phillips stated for the other things we are looking at, we can see if there is a shop  
1337 teacher at the high school who would like to take that on.

1338 Ms. Kramer stated I have been in areas where they have done that, where the high  
1339 school actually builds the structure to your specifications as a project, and then it is  
1340 transported and set up on your lot.

1341 Ms. Kassel stated at the very least, maybe a pergola instead of a building.

1342 Ms. Kramer stated so those are all considerations for everyone to think about. In not  
1343 knowing where it might go and knowing it is important that we move with all haste in this,  
1344 I did reach out to the golf course folks because we did have field management, and that  
1345 area is perfect. Field management blends with golf course management. They will reach  
1346 out to the owners. The owners were confused as to why we moved out of there in the first  
1347 place. It seems Mr. Fusilier never owned that property. They thought we moved out  
1348 because Mr. Fusilier owned the trailer, and that is why we were ejected. He did not own  
1349 the trailer at all, so that seems to be why we are here. He said that he would check to see if  
1350 the owner would be amenable to us moving back there for a short period of time during the  
1351 transition period, or if we could work something out long term. That would be an ideal  
1352 location. The water and sewer, electric, everything is right there ready to just hook up.

1353 Ms. Kassel stated the only problem is, if we move the trailer there, we still do not have  
1354 a garage for the vehicles.

1355 Ms. Kramer stated yes, we would still have the containers we are keeping them in.  
1356 Again, we can look at something there. I will see if they are amenable at all and what can  
1357 be worked out.

1358 Ms. Kassel stated that would be easier and quicker.

1359 Ms. Kramer stated yes, it would. Regarding the discussion of the deed of dedication,  
1360 that was not just here, but I did want to report that I found another deed in the mystery of  
1361 missing deeds. It is quite a long roadway easement that cuts down. It is the back 30 feet of  
1362 what used to be Central Bark. Then it cuts down all the way through to U.S. Hwy 192. We  
1363 are working with the County to get that enshrined in the property appraiser's database and  
1364 working with them on that. This does have the same restrictions as all the others, so if we  
1365 can get Birchwood to release those, this would be released also. I wanted to bring it to your  
1366 attention and answer any questions if you have them on that parcel.

1367 Mr. Israel stated I will work with the property appraiser's office. I had reached out to  
1368 them once, and they initially told me it has been replatted and is part of our property. After  
1369 further discussions with Ms. Kramer, we recognize that it is not. I will go back to the  
1370 property appraiser's office and start working with them again to make sure that is rectified.

1371 Ms. Kramer stated yes, a very small piece of the section that intersects Five Oaks Drive  
1372 is contained in the Phase 3 plat. The remainder of it is in unplatted land, but it is sectioned  
1373 off and if sectioned off would have been considered metes and bounds, and it runs all the  
1374 way down through that area.

1375 Ms. Phillips stated this is mind boggling to me about all this.

1376 Ms. Kramer stated that this is all floating out around there and we did not even know  
1377 we had it.

1378 Ms. Phillips stated yes.

1379 Ms. Kassel stated I have been pushing about the dog park for some time, for Central  
1380 Bark.

1381 Ms. Kramer stated I told you I would look for it.

1382 Ms. Kassel stated thank you.

1383  
1384 **SIXTH ORDER OF BUSINESS** **Consent Agenda**  
1385 **A. Minutes for the October 27, 2022, Regular Meeting**  
1386 **B. October 2022 Financial Statements**  
1387 **C. October 2022 General Ledger Detail**  
1388 **D. #270 Invoices and Check Register**  
1389

Ms. Kassel made a MOTION to approve the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer. Mr. Leet seconded the motion.

Ms. Kramer stated I want to mention one thing on the invoices. I was concerned that Servello's entire invoice, which is invoiced a month ahead of time and the invoice is in the agenda package, but I understand there will be some monies withheld from that invoice. if we can also amend the motion to include any reduction in Servello's invoices that the District manager has deemed appropriate for withholding for that and the changes in two inches or less of the irrigation lines as appropriate to our contract.

Ms. Kassel AMENDED the motion to approve the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer, the invoice from Servello to be reduced as the District manager deems appropriate to be withheld, and the Servello invoice amended for two inches or less of the irrigation lines pursuant to the agreement. Mr. Leet seconded the amendment.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer, the invoice from Servello to be reduced as the District manager deems appropriate to be withheld, and the Servello invoice amended for two inches or less of the irrigation lines pursuant to the agreement.

**SEVENTH ORDER OF BUSINESS                      New Business Matters**

There being none, the next order of business followed.

**EIGHTH ORDER OF BUSINESS                      Old Business**

**A. Informational Signs**

Ms. Kramer stated we discussed this earlier in the meeting and will be tabled to the next meeting to get appropriate dollar amounts. I would encourage everyone if you can put together a little description of what you think might be best to put on those signs, that would be great.

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

Ms. Kramer stated Ms. Kassel was going to look for possible locations.

Ms. Kassel stated yes. Before the previous meeting, I had sent out a list of suggested locations. Some are along Lakeshore Park where it was not going to be close to any sidewalks or any facilities, so it could be messy and not in an area where dogs are passing

1430 by or children who could pick up its leaves that could potentially be poisonous. There is  
1431 the area by the pavilion between the pavilion and the entry into the parking lot for  
1432 Lakeshore. There is an area sort of by the bat house, which is behind the pond. There are  
1433 other large strips of land in front of the pond where there is a pretty big margin between  
1434 the sidewalk and the pond where it could go. Any of those locations would have a lot of  
1435 community visibility.

1436 Ms. Kramer stated without endangerment.

1437 Ms. Kassel stated exactly.

1438 Ms. Kramer stated the area you mentioned between the pavilion and the entrance to  
1439 Lakeshore Park, those trees in that area that are going down toward the docks are kind of  
1440 waning. I guess they are elms and others and are not looking very healthy. Maybe that  
1441 would be a good place.

1442 Ms. Kassel stated the only thing is, a bunch of trees are there.

1443 Ms. Kramer asked this could be on the other side?

1444 Ms. Kassel stated yes. I do not know enough about the particular requirements if it does  
1445 not like wet feet or if it does not like to be kept dry or if it does not like a lot of moisture. I  
1446 do not know who can give me the answer to that.

1447 Ms. Kramer stated I am a native Floridian who knows native landscaping, but I do not  
1448 know about this species. Would Ms. Kassel be willing to take this on? I would be  
1449 comfortable turning it over to you to locate it and follow up on it, if you are willing to do  
1450 that.

1451 Ms. Kassel stated yes. It grows in a variety of soils. Once established is highly tolerant  
1452 of drought and salt. It does not say anything about moisture. My suggestion is between the  
1453 pavilion and the entrance where everyone passing by would see it, and they do not have to  
1454 go into the park to see it. That is what I propose if we accept the tree.

1455  
1456 Ms. Kassel made a MOTION to accept the donation of the  
1457 Royal Poinciana tree from Ms. Nancy Snyder with gratitude,  
1458 to be planted between the pavilion and the entrance to the  
1459 parking lot.

1460  
1461 Ms. Phillips asked is that at Buck Lake?

1462 Ms. Kassel stated yes.

1463 Ms. Phillips stated I did not know that was called Lakeshore Park.



1464 Ms. Kassel stated it is the right side of the entrance to the parking lot to Buck Lake.

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Ms. Montagna asked who will plant the tree?

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Ms. Kassel asked can field services help plant the tree?

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Ms. Kramer stated it will be very easy to plant. It is maybe six feet tall in a pot. It is not

1476

heavy.

1477

Ms. Kassel asked is it a five-gallon pot?

1478

Ms. Kramer stated it might be a little larger. It is maybe 10 or 12 gallons.

1479

Ms. Phillips asked it is already in a pot?

1480

Ms. Kramer stated I have been babysitting it.

1481

Ms. Kassel asked do we have a tractor?

1482

Mr. Morrell stated yes.

1483

Ms. Kramer stated I do not think it would even take a tractor, just a couple shovels and

1484

strong backs.

1485

Ms. Montagna stated I just wanted to be sure who you wanted to plant it.

1486

Ms. Kassel stated it is a District thing, so we do not want to have Servello charge us

1487

\$300.

1488

Ms. Montagna stated yes, that is where I was going with the question.

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

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Ms. Kramer stated we have five panels that are upheaved and are very much trip-and-

1499

fall hazards. If we remove those five panels, the remaining panels which is the bottom of

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the semi-circle, would allow for a walk-through from one side of the park to the other. The

1501

proposal originally was \$1,080, but that was for all nine panels. They said they would

Ms. Kassel clarified the MOTION to accept the donation of the Royal Poinciana tree from Ms. Nancy Snyder with gratitude, to be planted between the pavilion east of the entrance to the Buck Lake parking lot and the entrance to the parking lot.

Ms. Kramer seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to accept the donation of the Royal Poinciana tree from Ms. Nancy Snyder with gratitude, to be planted between the pavilion east of the entrance to the Buck Lake parking lot and the entrance to the parking lot.

Commented [KK6]: "remaining"

1502 prorate it down for the number of panels we choose. If we accept that, we can get the  
1503 proposal corrected immediately.

1504 Ms. Kassel stated I want to make sure it is just those five panels.

1505 Ms. Kramer stated it is the top five panels.

1506 Ms. Kassel stated you just said the bottom panels. Now you are saying the top.

1507 Ms. Kramer stated I am sorry; the ones that are not in the connecting portions.

1508 Ms. Kassel stated they are on the far side of the tree.

1509 Ms. Kramer stated yes.

1510 Ms. Kassel stated the path that goes from one side to the other.

1511 Ms. Kramer stated from the bench.

1512 Ms. Phillips stated the sidewalk will still go through.

1513 Ms. Kassel stated yes.

1514 Ms. Phillips stated you can just take out the ones that make it a circle.

1515 Ms. Kassel stated yes.

1516 Ms. Phillips stated I went and looked at it.

1517 Ms. Kassel stated I use it frequently. I do not run on the other side of the circle.

1518

1519 Ms. Kassel made a MOTION to remove the five panels on  
1520 the west side of the circle around the oak tree in the pocket  
1521 park between Primrose Willow, Beargrass, and Schoolhouse  
1522 Road, the cost to be prorated at \$120 per panel, or \$600.

1523 Mr. Leet seconded the motion.

1524

1525 Ms. Phillips stated I want to point out that if we do not do this, it will just get worse.

1526 Ms. Kramer stated yes.

1527 Ms. Phillips stated it is a big oak tree.

1528 Ms. Kramer stated and it is dangerous.

1529

1530 Upon VOICE VOTE, with all in favor, unanimous approval  
1531 was given to remove the five panels on the west side of the  
1532 circle around the oak tree in the pocket park between  
1533 Primrose Willow, Beargrass, and Schoolhouse Road, the  
1534 cost to be prorated at \$120 per panel, or \$600.

1535

#### **NINTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

1536 Ms. Phillips stated we received a report for resident issues when they call in with  
1537 problems.  
1538

1539 Ms. Kassel stated it just came in today.

1540 Ms. Phillips stated yes. Several said trash was overflowing at the dog park. Are people  
1541 sabotaging it? What trash? I take my dog to the dog park and play with my dog. I have  
1542 waste bags, and I put my waste in the receptable because it is not trash. How can these  
1543 trash cans be getting that full that quickly?

1544 Ms. Kassel stated I will tell you that I pass by those trash cans twice a day, seven days  
1545 a week, rain or shine or hurricane. I have not really seen that the trash cans or even the  
1546 doggie pots are overflowing. I am not sure what that is about.

1547 Ms. Phillips stated I wonder if someone is taking trash over and dumping it.

1548 Ms. Kassel stated maybe.

1549 Ms. Phillips stated several other reports said the doggie bags were gone. I know we  
1550 have 83 stations with doggie bags, and they fill them every week. Is someone stealing  
1551 them?

1552 Ms. Kramer stated we have some problems in some locations. We can ask field services  
1553 to come back and give a full report. Sometimes kids will get carried away and take one and  
1554 run it out. This happens. Some people take more than one, which is typical because they  
1555 are walking, not staying at the stations.

1556 Ms. Phillips stated if this happens, then it is not something new.

1557 Ms. Kramer stated they are monitoring it, and they keep it in good shape. They are very  
1558 responsive when they get complaints. We had a rash of complaints because Tuesday is the  
1559 normal day to empty them, and we had a hurricane on Tuesday. Would you like a formal  
1560 report at the next meeting on that?

1561 Ms. Phillips stated no, this is the first time I saw this. It sounds like this happens  
1562 periodically. If we were starting to get sabotaged, then I was worried.

1563 Ms. Kassel stated I pass those doggie pots and there is no trash can by the dog park on  
1564 Five Oaks Drive. There is one trash can inside the small dog park and one right outside the  
1565 big dog park. There is another one as you are coming from Primrose Willow to the dog  
1566 park, so three trash cans are right there. As I said, I am typically there twice a day. I have  
1567 not seen an issue with overflowing trash.

1568 Ms. Kramer stated sometimes we have a situation where a report is called in or sent in,  
1569 and it may not be founded. They still go out and check it to make sure.

1570  
1571

**TENTH ORDER OF BUSINESS**

**Audience Comments**

Mr. Leet stated I apologize for all the connection issues. I think we figured it out and have stayed away from it the past hour. We have wifi that is provided by Jones Homes for us to use the model here. Usually it is sufficient, but I will look at ways we can make it a little more secure in the future. With the rest of the Board's permission, some residents have been waiting very patiently if we can permit them to take three minutes to address the Board.

Ms. Phillips stated one gentleman started to speak and then got cut off.

Mr. Leet stated yes, Mr. Sarlo.

Ms. Phillips stated his three minutes can start over.

Mr. Sarlo stated I have been in the community for two years. I fell in love with the community when we first drove through. We moved here from Seattle. It was an absolutely beautiful community when we first moved in. A lot of concerns right now from my part. I will go on record that I am an active critic of the way the community is currently being run from multiple points of view. We run a multimillion-dollar budget. I am quite familiar with budgets. I have procured an organization and spent a lot of money. I understand what goes into it and what it takes. I am fully qualified to understand what goes into profit margins and understand procurement costs and going out to source stuff. When I see things that have gone into the budget, I spend close to \$4,000 per year in assessments and maintenance assessments to live here in Harmony. I see a lot of money right now, quite frankly, going up in smoke. I understand a lot of things need to be rectified and supported in the community. I do not think the excuse should be, which I have heard multiple times, about the sins of the past of what may or may not have been done by previous Boards, but we can control what we have now. The one thing I have concerns with is the amount of expense that is being spent right now, especially in a time when people are hurting for money. I have participated in a number of these meetings. My three main items that I think the Board needs to take a look at, I heard Ms. Phillips make a comment that it is not fair for community members whether it is the RV lot or easements being maintained. Quite frankly, life is not fair. I pay a lot more money to live on a perimeter road. Those who live on interior streets do not pay as much as I do in assessments. There are benefits to living on a perimeter road rather than an interior road. Let us just put that out there for what it is. I do pay more money. I have a lot of concerns. Another item that was addressed in the meeting, as well, was it can go in the HROA and they can govern what can be done. You can put

1605 down mulch or turf or rock. What is it going to look like, Board members, coming into the  
1606 neighborhood when I put in turf or rock, and my neighbor has a different material, and the  
1607 next neighbor has another material? My family has owned multiple trailer parks. This is  
1608 not a trailer park. This is a multimillion dollar, tens of millions, community. The  
1609 appearance means a lot to me because of the value of my home. If we are going to neglect  
1610 the streets, especially the perimeter streets, the quote was for \$17,000 or \$20,000, it is not  
1611 fair that only certain people get the benefit. My quote of the night is, life is not fair. It is  
1612 not protecting the investment of the community. I think we need to ensure we are keeping  
1613 that all in line. I sit here. I work from home. I have a window right in front of me. Servello  
1614 has now started blowing all the debris from the golf course side over onto our side. This is  
1615 not appropriate. I have told them multiple times to knock it off. It needs to be addressed. I  
1616 have not seen anything that has been addressed.

1617 Ms. Kramer stated thank you for your input and your time is up.

1618 Mr. Sarlo stated I agree this is a thankless job. I appreciate you sitting in your seats. It  
1619 is a hot seat. But there is some amount of responsibility that comes with running a multi-  
1620 million dollar community and lack of control.

1621 Mr. Shirley asked how many certified pool operators do we currently have on staff at  
1622 Harmony? The previous years, we had at least two, and I think we have zero now.

1623 Ms. Kramer stated we have a certified pool operator under contract with Inframark,  
1624 who is paying their fee. We have only had one in the past, although we were led to believe  
1625 we had two. When we verified, that individual did not have their certified pool operators  
1626 license.

1627 Mr. Shirley asked so we have had a certified pool operator who has been unable to fix  
1628 the splash pad, diagnose the main pool, or anything else?

1629 Ms. Kramer stated if you want to provide more comments, you are welcome to for  
1630 another two minutes, but this is not a back-and-forth.

1631 Ms. Kassel stated of course, we are happy to meet with you individually, or you can  
1632 contact the District manager about that issue.

1633 Mr. Leet stated I apologize but when we were disconnected, those issues were updated  
1634 by field services. We understand the heater is up and running. We are working on the splash  
1635 pad. We are fixing things as fast as we are able.



Ms. Jacqueline Meek stated I was listening to the part about the tree donation. Was it mentioned that this tree can be poisonous to dogs and other animals? And why is it acceptable to plant it in a community that is very animal forward and friendly, and we have many dogs living in the community?

Ms. Kassel stated this is not a back-and-forth, but I will say the tree was originally proposed to be planted in a much more accessible area, and now we are looking to accept this tree and plant it in a much less trafficked area.

Ms. Meek asked has it been looked into whether it is an invasive species of a tree?

Ms. Kassel stated yes, it has been looked into.

**ELEVENTH ORDER OF BUSINESS      Adjournment**

On MOTION by Ms. Phillips, seconded by Mr. Leet, with all in favor, the meeting was adjourned at 8:45 p.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

# **Supervisor Kramer's Revisions**

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, November 17, 2022, at 6:00 p.m. at the Jones Model Home,  
6   3285 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    Dane Short ( <i>via Zoom</i> )	Supervisor

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

16    Angel Montagna ( <i>via Zoom</i> )	District Manager: Inframark
17    Sean Israel	District Manager: Inframark
18    Joe Brown ( <i>via Zoom</i> )	District Attorney: Kutak Rock
19    David Hamstra	District Engineer: Pegasus Engineering
20    Alfredo Alvarez	Servello & Sons
21    Pete Betancourt	Servello & Sons
22    Scott Feliciano	Servello & Sons
23    Vincent Morrell	Field Services Supervisor: <a href="#">Inframark</a>
24    Brett Perez ( <i>via Zoom</i> )	Area Field Director: <a href="#">Inframark</a>
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 can join in and  
37    provide three minutes' worth of comments or concerns to let the Board know what you are  
38    interested in and what your feelings on those subjects are. This is not for back-and-forth or  
39    discussion; this is a time for you to share your concerns with the Board.

40    Mr. Joe Janeczek stated I have a couple quick items. Watering: if we want to save  
41    money, stop watering in the middle of the day when it is 90 degrees. Stop watering the  
42    streets, and stop watering when it is raining. Signs: do we really need eleven signs? Can  
43    we not just have one big sign or medium-sized sign with a quick-response code ("QR

code”) that you can scan on your phone and then go wherever you want to go? I am still curious about a question I asked two meetings ago. About three years ago, we had \$600,000 in reserves. Where did it all go? The Estates flooding does not affect me, but they are starting to build houses there. Your contractor will come back with change orders because it will be harder to get in to make any of those fixes. RV parking: I think you are short sighted on that. If you are going to move that trailer, it will cost you \$200,000 to \$300,000. When you factor that in, you are down to a couple hundred thousand dollars to put the road in with a permanent fix. That is only a two- to four-year payback, not ten years. I have a RV there. I have not received my letter, and I have a lease I just signed in October. I do not know where the letter went, but it did not come to me. One of the Board members made a comment that we are in competition with free enterprise. The Board members should be looking out for the residents, not whoever works or has a business downtown. That is not your responsibility. I would hope you would keep it that way. I think the RV lot was something that was sold to me when we purchased here that we had it in our community. Insurance rates and everything else change if you move your RV out of your community. A comment was made that the responsibility for a few should not be placed on the many, I am paraphrasing, and yet you are going to redo all the alleys. I think the majority of homeowners now do not have alleys. Should the alleys be burdened on the others who do not have alleys? I keep shaking my head about this, but when it all started with the RV expansion and other projects, it was \$125,000 or thereabouts for projects; three years goes by, and now it is \$500,000. I do not think all the options were looked at. We have a golf course access road. Did anyone talk with them? That would shorten the road substantially. Maybe you did, and maybe you did not. I have a lot more details, but those are the highlights.

Ms. Kassel stated you can reach out to any of the Board members and talk with us individually.

Ms. Kramer stated yes, please feel free to do so.

Ms. Jeanine Grau, stated I own a home on Oak Glen Trail and am renting a home on Bayflower Avenue because the house is not complete yet. We bought property in November 2020 when I drove through the community and fell in love with it, but it was the most amazing thing. We moved here from New Jersey. Frankly, now when I drive through the community, I am embarrassed. The grounds look horrendous. Honestly if I

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78 were driving through today looking to purchase land in Harmony, I would not. It is very  
79 disappointing. I just paid my tax bill, and seeing what our community looks like now, it is  
80 really disheartening that we pay what we pay, and we get less. I do not know what Servello  
81 is doing, but branches are still down from over a week ago. I get that this is a big place and  
82 they need to clean up everywhere, but it is now a week, and branches are everywhere, such  
83 as along Dark Sky Drive and along that pond area. Also coming down the west entrance  
84 on Five Oaks Drive, it kind of looks like all the conservation area has had weed killer added  
85 because now I can see through onto Schoolhouse Road into their backyards. You are  
86 coming into the community, driving on Five Oaks Drive, and it is supposed to look pretty,  
87 but it does not. I do not really know how a community development district works because  
88 we are new here. I am trying to figure it out and come to meetings and try to help Harmony.  
89 From what I read on Facebook, I feel like a lot of people are unheard, and it seems very  
90 clique-y here. I am not sure if what I am reading on Facebook is really completely accurate  
91 because obviously not everyone comments. As a newcomer coming in and reading what is  
92 on the Harmony forum, it seems very clique-y. The other thing I noticed with the agenda  
93 today, the lawyer we are paying so much money for, in his findings, he wrote “pubic”  
94 streets instead of “public” streets. It does not take very much to proofread a letter before  
95 you send it out. Spellcheck does not cover everything.

96 Ms. Phillips stated especially that one.

97 Ms. Grau stated that is kind of embarrassing that we are paying somebody. Someone  
98 should check.

Deleted: Corcoran

99 Ms. Kramer stated feel free to reach out to any of us, and we will be more than happy  
100 to sit down and talk with you.

101 Ms. Grau asked what does reaching out actually mean?

Deleted: Corcoran

102 Ms. Kramer stated we are not going to get into a back and forth.

103 Ms. Grau stated I understand, but how can I reach out?

Deleted: Corcoran

104 Ms. Kassel stated I will give you my card.

105 Mr. Leet stated on the District’s website, all five Board members’ email addresses are  
106 listed.

107 Ms. Grau asked we just express our concerns with you?

Deleted: Corcoran

108 Ms. Kramer stated email us.

109 Ms. Phillips stated I would sit down and talk with you any time.



114 Ms. Kassel stated yes, let us go have coffee.

115 A Resident asked why do you not do that with the public?

116 Ms. Kramer stated I would be more than happy to meet with residents.

117 Ms. Kassel stated we can do it, but we cannot do it with more than one Board member  
118 at a time.

119 Ms. Kramer stated we can have only one Board member present.

120 Ms. Phillips stated Sunshine Law.

121 Ms. Kramer stated I went to the Lakes, and we had a huge group and a fabulous  
122 discussion.

123

124 **THIRD ORDER OF BUSINESS Contractors' Reports**

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

126 Mr. Feliciano stated I am the vice president of operations with Servello. First and  
127 foremost, I would like to apologize to you for the way the grounds look. It is quite  
128 embarrassing when we fall off on details. As to the spraying of the conservation area, that  
129 is not Servello. We do not do anything like that. I would like to announce a couple changes  
130 to the Board today. Mr. Alvarez will assume all maintenance responsibilities moving  
131 forward. Mr. Betancourt will no longer be responsible for any maintenance responsibilities.  
132 Mr. Betancourt's main focus will be with Jason, our irrigation technician, and those two  
133 will handle irrigation for Harmony. Everything involving maintenance, such as reports and  
134 responsibilities of the crews, will now go through Mr. Alvarez. He was foreman out here.  
135 I want to be able to let him focus on nothing but maintenance. Mr. Betancourt was focusing  
136 on maintenance and irrigation, which in return, was unfair to Mr. Betancourt in a sense,  
137 but he could not focus on one thing 100% of the time. Getting the property and some of  
138 the areas where we need them to be I think is Mr. Alvarez's responsibility. One other thing  
139 I want to bring up is, I was brought into the loop on Clay Brick Road regarding the sod.

140 Ms. Kramer stated yes, and the irrigation problems.

141 Mr. Feliciano stated I spoke with Mr. Perez about it and with Mr. Betancourt about the  
142 irrigation. One of the things I explained to our crews is, the reason why the responsibility  
143 does fall back on Servello is, regardless where the clock was located at the time, which was  
144 on Mr. Fusilier's property, once we were allowed to get on parcel 1 and locate some valves  
145 there to know those valves control that area, we should have provided options to the Board.  
146 We did not provide options for those areas; therefore, the onus of losing turf is the  
147 responsibility of Servello. We will replace those areas.

148 Ms. Kassel asked which areas specifically?  
149 Mr. Feliciano stated Clay Brick Road.  
150 Ms. Kassel stated we have a proposal in the agenda package for sod replacement that  
151 is no longer needed.  
152 Ms. Kramer asked Servello will be taking care of that?  
153 Mr. Feliciano stated yes.  
154 Ms. Kassel stated we have two proposals. One is for irrigation, and one is for Clay  
155 Brick Road.  
156 Ms. Kramer stated we will need to pay them to fix the irrigation.  
157 Mr. Feliciano stated yes, you will still need to fix the irrigation to get those areas up,  
158 but we should have provided more information to you, or more solutions. I think another  
159 area is Sagebrush Street.  
160 Mr. Betancourt stated it is the easement that leads to the pond.  
161 Ms. Kramer asked you will take care of that?  
162 Mr. Feliciano stated yes. We will take care of those areas, but we walked those areas  
163 back when Mr. Steve Berube was on the Board and Mr. Gerhard Van Der Snel, who was  
164 not with Inframark at the time. Those areas had construction debris from home  
165 construction. A lot of the sod in those areas was bahia that deteriorated because of the  
166 construction. I do not have enough documentation. I cannot find an email right now from  
167 Mr. Van Der Snel, but I will share with the Board those two areas with bahia sod, we will  
168 replace with more bahia. I know Mr. Perez mentioned one time that the Board may want  
169 to consider St. Augustine. I have no issue, but there is an expense for that.  
170 Ms. Kramer stated when I went out to look at those areas, it seemed what is  
171 predominantly there now is St. Augustine. It seems as though they sodded the St. Augustine  
172 up to the back property lines where the property lines cut off, and then bahia from there.  
173 Mr. Feliciano stated I think what happened was, over a period of time when you have  
174 two yards beside each other that have St. Augustine, the runners run into the bahia, and  
175 they will suffocate out the bahia if the St. Augustine turf is healthy. I think that is what you  
176 are probably seeing there. Originally, those areas were bahia when we first looked at them.  
177 Ms. Kramer stated some replacement needs to be done. But if you have to replace it  
178 with bahia, you will not take out the St. Augustine and put down bahia?  
179 Mr. Feliciano stated you would need strip it.

180 Ms. Kramer asked would you infill with St. Augustine at this point?

181 Mr. Feliciano stated you can, but you will have spotty areas of bahia in it. The problem  
182 with these areas being in wide open areas, once you get to the summer months and drought  
183 conditions, now you open it up to chinch bugs in those areas. I would caution you on that.

184 Ms. Kramer stated those are irrigated areas in between. I hope we are talking about the  
185 same thing. They are access from the road to the back area of the pond.

186 Mr. Feliciano stated yes, I do not know how much the zone in that area covers. I will  
187 need to look at that and investigate. If that zone stretches around a pond, then you are going  
188 to be watering bahia.

189 Ms. Kramer stated no, it does not. I think Mr. Betancourt investigated it.

190 Mr. Betancourt stated it does. Those zones that water easements also run behind the  
191 houses to where the next zone begins. They will water some of the pond.

192 Ms. Kramer stated then I misunderstood what you explained previously. I thought you  
193 said those areas, but we can see. Maybe the homeowners will work with us and adjust their  
194 sprinklers.

195 i. **Plant Renderings for Ashley Pool**

196 Ms. Kassel stated a couple images are in the agenda package for the Ashley Park pool  
197 area, from a prior proposal that I am not seeing. I am not sure what these plants are. It kind  
198 of looks like liriopé and maybe arboricola. I do not see a proposal that goes along with the  
199 images.

200 Mr. Betancourt stated we had this discussion before. That would be proposal #6611.

201 Ms. Kramer stated that is outside.

202 Mr. Betancourt stated that is also on Mr. Morrell's monthly report for the area at Ashley  
203 pool.

204 Ms. Kassel asked what are the plants?

205 Mr. Betancourt stated arboricola and liriopé.

206 Ms. Kassel stated we have a beautiful image but no proposal to go along with it. I was  
207 not sure where that proposal was or what month it was. I do not remember how much it  
208 was or how much plant material it was.

209 Ms. Kramer stated I think we are going to have to bring that back.

210 Ms. Kassel asked table it?

211 Ms. Kramer stated yes, let us bring it back when we have the numbers and descriptions.

212 Mr. Feliciano stated I think it was two meetings ago. The last meeting I attended, Board  
213 pulled the proposal and you decided to table it until images were provided. I think the  
214 mishap probably happened when we did not resubmit the proposal because we assumed  
215 you still had the proposal.

216 Ms. Kassel stated we will ask Inframark to include it in the next agenda package. Sorry  
217 for the delay.

218 ii. **Servello #7312, Sod at 3308 Cat Brier Trail**

219 Ms. Kassel asked do we have an explanation for this proposal?

220 Ms. Kramer asked did we dig this up?

221 Mr. Betancourt stated Mr. Morrell can explain this. It was a request from Mr. Morrell  
222 in front of that house.

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223 Ms. Kramer stated it is in front a home. It looks like a gasline may have been put in  
224 there or something. I saw a marker, but I do not know what it was from. Did the District  
225 need to do some work out there?

226 Mr. Morrell stated this is in the easement in front of the home. Basically, the sod was  
227 in bad condition in all the space, so the resident is asking for new sod. This is why we  
228 requested a new proposal for sod installation in that easement.

229 Ms. Kassel asked was work recently done there by the District that we damaged the  
230 sod?

231 Ms. Kramer asked is it just a resident's request?

232 Mr. Morrell stated yes, it was a long time ago, before the letter was sent regarding the  
233 easement.

234 Ms. Kramer stated I do not know what the Board feels. I do not see a significant  
235 difference from other areas. There are leaf litter issues.

236 Ms. Kassel stated I saw this and wondered why it was in the agenda package because  
237 it had no explanation. Maybe we table it. Now that we know it is a resident request, we can  
238 look at it. Essentially, other residents have wanted us to replace their sod. Now, that  
239 property is the responsibility of the homeowner, so I am guessing we will end up not  
240 approving this, but it is worth a look.

241 A Resident stated 75% of those sections along there do not have grass.

Deleted: residents

242 Ms. Kassel stated I would not say that. I have grass in front of my house. All my  
243 neighbors have grass in front of theirs.

Ms. Kramer stated there are a lot of reasons the grass is dying. A lot of it is traffic if they use it as a parking area out front.

A Resident stated we are right across from this address, and a lot of it is due to the lack of maintenance on it. I will be honest with you. It is the trees and the grass. We have never been to a meeting, and we wanted to come tonight. Leaves have been on it forever, and if leaves are just sitting on it, that will kill the grass. I agree with a lot of people about why we have to take on the maintenance responsibility now.

Ms. Kramer stated at this point, this is strictly among the Board members. We will never finish the meeting if we spend time in discussion with residents. Do we want to table this proposal?

Ms. Kassel stated let us table it for now. We can bring it back at the next meeting.

iii. **Servello #7313, Sod for Clay Brick Road**

Ms. Kramer stated Mr. Feliciano has clarified that Servello will be dealing with this.

A Resident stated someone posted on Facebook that chat was disabled on the Zoom call.

Mr. Leets stated yes, that is true. Chat is disabled for recordkeeping requirements. Some participants on Zoom wanted to speak during audience comments and did not hear where we asked for their comments.

Ms. Kramer stated we can reopen it.

Ms. Kassel stated yes, we can do that after we are finished with Servello's report.

iv. **Servello #7311, Irrigation Maintenance on Zone 14**

Ms. Kassel stated proposal #7311 is to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area.

Ms. Kassel made a MOTION to approve proposal #7311 from Servello to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area, in the amount of \$722.

Ms. Phillips asked what is this?

Ms. Kramer stated it is an irrigation proposal, and I am not sure why it is before the Board. This could have been approved without coming to the Board based on our purchasing policy, but we will address it since it was in the agenda package. This is an area that was on the irrigation section that the box was on Mr. Fusilier's property, and he locked



it so we could not get to it. They found a work around, and this is the work around that will correct it and get that area on Clay Brick Road irrigated.

Ms. Phillips seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to proposal #7311 from Servello to track and locate the valve for Zone 14 and install a node for watering of new sod at the Clay Brick area, in the amount of \$722.

Mr. Leet asked are there expected changes in staffing for the Harmony contract?

Mr. Alvarez stated absolutely.

Ms. Kramer stated we look forward to that. I noticed on our invoices for the billings, for irrigation, the new billing is only for irrigation work on lines greater than two inches, but I saw some billings for irrigation less than two inches. I do not know if there needs to be an adjustment in your billing department or what is being submitted to them. If you can take care of that, we need to do that. Also, hopefully you can get up and running quickly with new additional staff until the point where everything is being done on a regular basis. ~~Because we cannot substitute for missed work, we will still be withholding some of the~~ payment for work that is not done so that we are not paying for work that is not done.

Mr. ~~Feliciano~~ stated that is fine, but I want to also address something. We offered a hurricane cleanup authorization, and you have refused it every year. We take care of Victoria Park, Vista Lakes, and other very large CDDs in Orlando. They put on their hurricane authorization, some just \$5,000 ~~NTE~~ where anything that comes in under \$5,000, you move it off the property. You have refused to do that. We will pick up minor branches; we will do that under contract, but when you are talking about excessive debris, as in trailer loads that have to be taken out of here, the service has to come from somewhere. I have to pay for that somewhere. What we have done with other communities where they cannot afford an additional expense like that, they will say because a lot of hurricane debris is down, do not worry about mowing this week but go ahead and pick up debris. Can we trade services that way? Absolutely. With this last hurricane, it was not a significant hurricane to Harmony, but it had debris everywhere. When the staff came in on Friday, they were supposed to do regular mowing. Friday and Monday, there were seven trailer loads of debris. That should have been an additional expense. I understand the Board wants to hold back money for stuff we are not doing as contracted, but we are actually being asked to

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remove debris that is not included in the contract, and we are not being supplemented for it. That does not even include the additional dumping expense that we have to pay for to remove this debris. I want the Board to take into consideration when you are asking us to do things like this, it is one of the reasons why we recommend a hurricane authorization for whatever it costs so we can send an entirely different crew here just to remove that debris, and it does not stop the regular crews from doing what they are doing. They are getting yelled at by homeowners for picking up debris, and the homeowner is under the impression that it is supposed to be Servello, not knowing that it is not part of your contract. I want the Board to take things like that into consideration.

Ms. Kassel stated thank you for explaining.

Ms. Kramer stated yes, and our field services in the past has always taken care of the bulk of that. I am not sure why they did not do it.

Ms. Kassel stated maybe there was a misunderstanding.

Ms. Kramer stated we will look into that and make sure the appropriate folks are compensated appropriately. I had another question. I think it was about three or four months ago we had a question about branches that were rubbing on the shade structure that you were going to take care of as soon as the arbor crew came in. They have come and gone, and that has not been handled. Also, this was tree trimming from our last fiscal year contract. Has that been finished?

Mr. Feliciano stated you have some areas that still need it. They will be back out here. I pulled them off for hurricane cleanup in Victoria Park. We had probably 40+ trees down in Victoria Park, which is a large community, and the trees were blocking roadways, driveways, and other on structural buildings. So we have been using them there. We just finished that project, so they will be back out here to look at some of them. I know on Butterfly Drive, they will start with hand sawing the smaller oaks. They will not use chain saws but hand saws to make sure we do not harm the oak trees on that road. They will be back out here. For anything on structural, we have to be notified because I do not know. It has to go through Mr. Alvarez and Mr. Morrell to identify those areas.

Ms. Kramer stated this is in the Lakeshore playground area. We have the actual shade structures with fabric awnings, and the branches are rubbing against those. They got stressed during the two hurricanes.

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Harmony CDD  
November 17, 2022, meeting

353        Mr. Feliciano stated when they come out here, I will let Mr. Alvarez know, and that  
354        will be one of the first areas they hit before the children start playing.  
355  
356

**FOURTH ORDER OF BUSINESS                      Audience Comments (Continued)**

Ms. Kramer stated we understand some participants on the Zoom call were unable to get through during the earlier audience comments. Hearing no objection from the rest of the Board, we will reopen audience comments.

Mr. Steve Hornak asked will you open this for audience members who came to the meeting late?

Mr. Leet stated yes, it is only fair.

Deleted: Ms. Kramer

Mr. Hornak stated I wanted to understand. I know some Facebook messaging went out about the RV lot that is potentially closing. I want to ask if it is the intention of the District to close that lot and if you are going to take away an amenity that we have had for years, or if you intend to do something to replace it with another location.

Ms. Kassel stated if you read the minutes from the last Board meeting, you will see what the discussion was. Feel free to contact any of us. Audience comments is just for comments by the audience.

Mr. Hornak asked are the minutes out?

Ms. Kassel stated yes, they are online. For anyone who wants to know, the website is HarmonyCDD.org. Go to District Meetings, then Meeting Agendas, and that is where you will find the minutes.

Ms. Kramer stated last month's minutes are in draft form in the agenda package, so they are not totally cleaned up yet, but it will give you the gist of the discussion. You can always get the recording from Inframark.

Ms. Kassel stated you can reach out to us.

Mr. Hornak stated I will.

Ms. Phillips stated we just cannot do it here.

Ms. Kramer stated hearing no further comments, we will close audience comments.

Mr. Feliciano stated I have one more thing. The annuals are not in the new contract. Right now, we are installing annuals in a lot of our communities and putting in holiday flowers. Mostly we are doing red geraniums with white petunias around them. It is my understanding that proposal has been tabled and not approved. If you want annuals, I will ask the Board to reconsider that because we can get them in from our supplier next week going into Thanksgiving. I know a lot of homeowners will have family members coming into town. Your focal point area are the front entrances and medians.

390 Ms. Kramer stated the last annuals that went in, were ~~sorely disappointing~~. They did not  
391 look good at all. I do not know if you are upping your game on annuals now.

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392 Mr. Feliciano stated yes, we will have the annual supplier install the annuals  
393 themselves. We are not going to do them. Please keep in mind, the annuals we do in a lot  
394 of communities we have, they do not have the issues that you have. You have major deer  
395 issues here. We try to go deer resistant with certain annuals. A lot of deer love anything  
396 that blooms, and they will eat it. We are going to put down some deer repellent. In fact, we  
397 have been finding out that using rabbit repellent has been helping with keeping deer off  
398 annuals. We have been experimenting with that at Victoria Park because obviously they  
399 have deer and bears out there. We have been pretty successful out there with it. I just  
400 wanted to point that out. Geraniums and petunias can handle hot and cold weather, and  
401 they will bloom so you will get a lot of life expectancy out of them.

402 Ms. Kassel stated I will say that I am in and out of the community twice a day during  
403 daylight, so I notice the annuals. I have the same problem with a bunch of coleus where  
404 they suddenly got leggy. If they are pruned back, they flush out full again.

405 Mr. Feliciano stated I agree.

406 Ms. Kassel stated what I have noticed is, some of the plants fail because they either  
407 have a disease or pest, or they are not watered properly, or something digs them out of the  
408 soil such as an armadillo, and they are not put back in fast enough. What I really have not  
409 seen is deer eating them. I have not seen that with the annuals. Is it my understanding the  
410 contract does not include annuals at this point?

411 Mr. Feliciano stated no, annuals and mulch are not included in the contract anymore.  
412 You took them out.

413 Ms. Kassel asked does that mean if we want annuals, we need a proposal?

414 Mr. Feliciano stated we would provide a proposal. It would be an additional expense.

415 Ms. Kassel asked can you submit that for next month?

416 Mr. Feliciano stated absolutely.

417 Ms. Kramer stated fire ant mounds are all around the Long Pond. We need a fire ant  
418 treatment. We have copious numbers of fire ants right now. If you can handle that, we  
419 would appreciate it.

420 Mr. ~~Feliciano~~ stated the horticultural team will be back out here. I will double check.  
421 It might be next week or the week after. Typically, when they are out here and they see ant

Deleted: Alvarez

426 mounds, they are supposed to down rod them. The only thing he can do is apply ant bait  
427 around the ant mound. If you down rod them, it is much better; it kills all the ants.

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428 Ms. Kramer stated we also have crabgrass. It was pointed out we have a lot of crabgrass  
429 in Harmony Square.

430 Ms. Kassel stated I had a question for the District Manager because now that we are in  
431 November and we have Board members who have just been elected by default because  
432 they qualified and ran unopposed. Do we need to do a reorganization?

433 Mr. Israel stated we will reseal. We cannot do it before November 22, so that will be  
434 part of the December agenda.

435 Ms. Kramer stated the election was very late this year, and we have to wait until the  
436 second Tuesday after the election. That will be on next month's agenda.

437  
438 **FIFTH ORDER OF BUSINESS**

**Staff Reports**

439 **A. Field Manager Report**

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

442 Mr. Morrell stated respectfully, I would like to take a minute to respond about Servello  
443 and what Mr. Feliciano said about the tree branches. Actually, we picked up all the  
444 branches throughout Harmony. I have pictures that will show what we were doing. I  
445 requested some assistance because we were short staffed, and that was for Cupseed Lane  
446 and Beargrass Road. Basically, they picked up tree branches at my request. If they picked  
447 up eight loads, that was not by my request.

448 Mr. Sarlo (via Zoom) stated that Servello is blowing leaves from golf course side,  
449 blowing the leaves over to the owners' side of Five Oaks Drive and Cat Brier Trail, and  
450 not picking them up. (Zoom feed suffered technical difficulties, so further comments were  
451 inaudible)

Deleted: Feliciano

Deleted: (conversation in progress on Zoom due to technical difficulties)...

452 Mr. Morrell stated they picked up some tree branches but that was not at my request.  
453 If they had eight loads, that was not by ours. Basically, we picked up tree branches the day  
454 after the hurricane. I requested they pick up two tree branches. None of the rest they did  
455 was ours.

456 Ms. Kassel asked so I understand, they did or did not pick up seven loads of debris?

457 Mr. Leet stated maybe they did, but we did not ask them to. Is that what you are saying?

458 Mr. Morrell stated no, they never asked me about it, so basically they did it but not at  
459 my request. They already did it because that was part of the duties but not part of the



465 hurricane contract. I never said something to field services about Servello to pick up all  
466 throughout Harmony.

467 Ms. Kassel asked did you see them doing it?

468 Mr. Morrell stated they did it.

469 Mr. Leet stated that is why we have declined that authorization in the past because we  
470 had field services.

471 Mr. Morrell stated I requested assistance between Cupseed Lane and Beargrass Road  
472 for two tree branches because we are short personnel who were busy in other areas, and we  
473 had the District truck fully loaded with tree branches. If they picked them up throughout  
474 Harmony, that was on them because nobody said anything.

475 Ms. Kramer stated we need to have Inframark work with Servello because we are  
476 paying for a full field staff who would have been able to handle it. We will let the two of  
477 them work it out.

478 Ms. Phillips stated we get these wonderful reports from Inframark. Mr. Morrell takes  
479 pictures, and we get the report every week of all the things that have been done by  
480 Inframark in the community. I wonder if Servello would consider making a master list of  
481 all the things that are outstanding and then show us as things are done so we can keep tabs  
482 on it. Maybe they did take the branches out, and maybe they did not. If it is on the list and  
483 we are all looking at it at least once a week, we can notice if they forgot to do something  
484 or if some of the residents call us and say something was supposed to be done. I do not  
485 know if we are allowed to do much before we get to this meeting, but we get here to the  
486 meeting and say we will look into it, and then it is another month. The reports Inframark  
487 sends every month are excellent.

488 Ms. Kramer stated those reports cover the deficits on Servello also, if you see a lot of  
489 them are assigned to Servello. Then he does a follow-up report you can compare to the  
490 previous one of whether it has been completed or not. Unfortunately, a lot of it has not been  
491 completed. That is where the complaints come in from residents about the look of the  
492 community. We currently have a request for proposal for landscape maintenance that is out  
493 on the streets. We are hoping to address that at our December meeting and possibly select  
494 a new landscape company for Harmony.

495 Mr. Morrell stated tomorrow is the pre-bid meeting with them.

496 Ms. Kramer stated yes, with anyone who is interested in bidding on that contract.

497 Mr. Leet stated we received one additional bid than we had.

498 Ms. Kramer stated yes. I look forward to getting those. Hopefully all four of them bid,  
499 and hopefully all four of them comply with the requirements so we can consider their bids.

500 Mr. Leet stated we are on our last road with Servello.

501 Ms. Kramer stated yes, we have had it.

502 Mr. Morrell stated the splash pad water pump is still on backorder. I talked with  
503 Andrew from Spies yesterday. They said initially last month they received a water pump  
504 with a crack, so they sent it back to the vendor. They are trying to get another vendor, but  
505 it is still on backorder. I reached out to the first two vendors, and they said it is hard to get  
506 this kind of pump with the size and specification of the splash pad.

507 Ms. Kramer stated we are waiting on a pump. We have no control over that. We will  
508 get the splash pad up and running as soon as the supply chain allows.

509 Mr. Morrell stated I am in contact with Andrew every two days. Next Monday, 4M&J  
510 Services will be fixing the issue on Buck Lane and the dog park. For the Swim Club exhaust  
511 fan, we sent the 50% deposit to the vendor. As soon as he receives the check, he will get  
512 the supplies and he will contact me to set up a date for the project.

513 Ms. Kramer stated that will repair the Swim Club vent fans that have been down for  
514 maybe five years or more.

515 Mr. Morrell stated yes. The Swim Club pool heater was repaired, and all is working  
516 fine.

517 Ms. Kramer stated the heater for the Swim Club pool has been going down a lot. Have  
518 we figured out what the problem is?

519 Mr. Morrell stated yes, initially it was a 40-amp controller from the well water pump.  
520 They replaced it. The next time he came was just to adjust the valve. When the pool  
521 maintenance service came, it was supposed to have more water flow going through the  
522 heater. It was adjusted. Now it is running from 85 degrees to 88 degrees.

523 Ms. Kramer stated we are having problems. Some residents keep asking to have it not  
524 as hot, and others want it warmer, so we are trying to meet that balance. But it is working  
525 properly.

526 Mr. Morrell stated yes, it is working properly. We have three vendors for the Harmony  
527 sign estimates. I do not know where it on the agenda.

528 Ms. Kramer stated the sign estimates are in the agenda package. I was a little confused  
529 about them. The one for the interchangeable sign, we do not need 12 interchangeable signs.  
530 We only need one at each entrance, and those would be interchangeable to say things like  
531 meeting dates and inform people of where the meetings are and when for the Harmony  
532 Residential Owners Association (“HROA”), and even the other homeowners associations  
533 (“HOA”) could use those.

534 Mr. Morrell stated I can reach out to get a new estimate for the next meeting.

535 Ms. Kramer stated ask them if they can use the current boards that are up there instead  
536 of having to recreate all that. That would be helpful. The other sign estimate, we are not  
537 looking for new aluminum signs to go on them. We are looking for just the laminate sheet.  
538 If we can get the laminate sheet printed, it just presses on, so it should be a lot less expensive  
539 than \$7,000. It should be a couple hundred dollars.

540 Mr. Morrell stated next week, I will reach out to get them for the next meeting.

541 Ms. Kramer stated field services had been assigned to get some more alligator warning  
542 signs. There was supposed to be one for each of the foot bridges and a couple for  
543 Waterside’s lake. Have those been ordered? You can order them online. They do not have  
544 to be specially printed.

545 Mr. Morrell stated a vendor in Kissimmee is supposed to be sending me this. I should  
546 have the new estimate next week. Do you mean the locational signs?

547 Ms. Kramer stated no, these are just the small alligator warning signs you can order  
548 online, they come in, and you can put them in place.

549 Ms. Kassel stated they are \$30 apiece on Amazon.

550 Mr. Morrell stated I will talk with Mr. Perez regarding this because I have an inventory,  
551 and I want to be extremely sure how many we need.

552 Ms. Kramer stated we need two, one for each foot bridge. You need maybe four for  
553 Waterside. In a previous agenda package, you have almost 100. We do not need that many.

554 Ms. Kassel stated there are all kinds of signs as low as \$12.

555 Mr. Morrell stated you want low profile.

556 Ms. Kassel stated this one is great. It says, “Danger: Alligators and Snakes in the Area,  
557 Stay Away from the Water, Do Not Feed Wildlife.”

558 Ms. Kramer stated that works.

559 Mr. Morrell stated I will do this tomorrow.

560 Ms. Kassel stated this is \$28.64.

561 Ms. Kramer stated keep a low profile. We do not want them up in the air, blocking  
562 anyone's view. Also the kiosk signs.

563 Mr. Morrell stated actually, we installed one of them. We figured it out how to copy  
564 and laminate it. Tomorrow I can try to get one for a sample from Office Depot. They can  
565 make copies and laminate them. We can install them under the plexiglass.

566 Ms. Kramer asked you have gotten all the files?

567 Mr. Morrell stated yes. We are going to paint all the stands and the plexiglass.

568 Ms. Kramer stated that is critical because it really takes our neighborhood down.

569 Mr. Morrell stated we are waiting for reimbursement from Kissimmee Motor Sports  
570 for the repairs. They told me they will send it to me onsite, so it will be arriving in our  
571 office in Harmony.

572 Ms. Kramer stated that is about \$3,000 for warranty work.

573 Mr. Morrell stated for the clutch repair.

574 Ms. Kramer stated it was about 18 months ago.

575 Mr. Morrell stated when I went to the facility, the person from Polaris was there, so it  
576 was easier to explain.

577 **B. Field Proposals**

578 i. **Global Turf #16747, 1200 Hauler**

579 ii. **Global Turf #16746, 800 Haulers**

580 iii. **Advantage Golf Cars #85569, Club Car**

581 iv. **Advantage Golf Cars #85568, E-Z Go**

582 v. **Wesco Turf #14439, Toro Workman GTX**

583 Ms. Kramer stated these are proposals for replacement vehicles. One vehicle was  
584 stolen, and one was in an accident. These are vehicles for staff to get around our  
585 community.

586 Mr. Morrell stated Mr. Perez had all the information regarding these, but he told me  
587 the agenda included the three different prices.

588 Ms. Kramer stated proposal #16747 from Global Turf is for a Cushman for \$12,918.30.  
589 I presume that is a new one. Proposal #16746 is for two used Cushman gasoline powered  
590 for \$11,990. Proposal #85569 from Advantage Golf Cars is for a new electric club car, 48  
591 volt, for \$10,839. Proposal #85568 is for lithium ion E-Z-Go for \$12,530, which has a two-  
592 year warranty on the vehicle and five-year warranty on the lithium battery. Westco Turf  
593 provided two proposals for Toro Workmans. Proposal #14439 is for a Toro Workman

594 lithium for \$19,589.94 and a Toro Workman electric, which is just batteries, for  
595 \$15,318.32. Both of those have a two-year warranty or 1,500 hours. The bigger question  
596 we need answered, other than price, is availability. I did not see anything in the agenda  
597 package as to which, if any of these, are currently available. I presume the two used ones  
598 are available immediately. I presume they are on the lot. Do you know or did Mr. Perez  
599 give you any information about this?

600 Mr. Morrell stated the only thing I know is the golf carts have beds for tools.

601 Ms. Kramer asked would the Board consider tabling this until Mr. Perez is able to  
602 regain the connection? This is an odd day for our meetings, so Mr. Perez and Ms. Montagna  
603 are at other previously committed meetings today.

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604 Ms. Kassel stated we need to understand all of this, the pros and cons of each option  
605 and what is recommended as giving us the best price and service.

606 Ms. Kramer stated if Mr. Perez joins before the end of the meeting, we will consider  
607 these items. If not, we will table this until next month.

608 Mr. Jonathan Sarlo stated this is a thankless job. I understand the frustration of the  
609 community members. I understand the frustration probably of the Board members, in terms  
610 of seeing a lot of the feed back from out there. It should not fall on deaf ears, and there are  
611 a number of issues. (Zoom again had technical difficulties)

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612 Mr. Israel stated I would leave it for the end so we can get through the meeting.

613 Ms. Kramer stated yes, if we do resume connectivity with Zoom, we need to leave the  
614 rest of audience comments for the end of the meeting so we can get through our business  
615 items. We need to wait for our Board member and attorney at a minimum.

616 Mr. Israel stated going back to the parts, they were actively available when these quotes  
617 were given, but that was about 60 days ago, so we are not 100% sure if those carts are still  
618 available. They were at the time.

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619 Ms. Phillips stated we are asking for these quotes, and they are provided for the  
620 meeting. Can we just give a list of specifications to Inframark and have them pick out the  
621 best one for your duties, not to exceed a certain price? If they bring it to us and there is a  
622 shortage, especially with the hurricane in southwest Florida, they will be needing that type  
623 of program for all the work that will be going on down there.

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Mr. Leet stated we will reopen audience comments at the end of the meeting. We have had unexpected connectivity issues. We are moving on to the District engineer's report and through the agenda. We will open the floor for comments at the end of the meeting.

**C. District Engineer Report**

**i. Updates**

Mr. Hamstra stated I have two updates and two questions. First, you approved the milling and resurfacing for neighborhoods C-1 and C-2. The agreement has gone back and forth between Mr. Wes Haber, Greg in my office, and CCI the contractor. He has signed the agreement. I think it has gone back to Mr. Haber to review because he made some changes. If Mr. Haber accepts those changes, then it will go to Ms. Kramer for signature, and they will be good to go. That is in progress.

**ii. Estates Drainage**

Mr. Hamstra stated at the last meeting regarding the Estates, we had grouped together all the recommended improvements. The Board asked me to break those up into pieces so we can phase it. If you recall, we had three distinct repairs. One was two pipes that need to be slip lined because the entire pipe has been compromised. The one pipe was compromised because of fence posts, and all the pipes connect to inlets that had all the leaks and poorly constructed connections. I am recommending, and I brought a proposal from Atlantic Pipe Services, to delay the slip lining of the pipes until the houses continue to be completed so that we do not have any equipment going out there and potentially compromising them. The proposal I will distribute is for the eleven specific repairs: seven where the pipes touch the inlets, and four places where the pipe joints are separated but the pipes are too small to get slip lined. It is eleven repairs in total, in the amount of \$27,715. This will not require any permitting. It is all considered 100% maintenance. I will provide this to Mr. Israel and the Board for your files. I received it just today from the vendor. I told them we were going to put on hold the slip lining for now. This proposal is for the eleven specific repairs that were identified during the closed-circuit televised inspection that was done several months ago before the hurricanes came.

Ms. Kassel stated this is asking for a local dump site.

Mr. Hamstra stated I am not sure what they have that needs to be disposed. If you approve this, I can talk with Brandon about what he is disposing of. We are not asking them to pull out any products. We are asking them to remove the inlets. I am not sure if it

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661 is just the canisters or the products that get delivered when they do the work. I will ask  
662 him.

663 Ms. Kramer stated the canisters and stuff would pretty much be our current waste  
664 hauler. If you could check on that, it would be appreciated.

665 Ms. Kassel asked to what degree will these repairs help reduce some of the flooding  
666 that has been going on in the Estates?

667 Mr. Hamstra stated the only flooding that is taking place is at the Gables, and that is  
668 not even flooding. It is a nuisance, but their particular property backs up against the lowest  
669 area in the community. The inlet that drains that area is affected by high stages in the pond,  
670 which gets affected by the lake it is discharging into. Unfortunately, none of this goes  
671 toward alleviating that. This is just to repair a compromised infrastructure. I wish I had a  
672 simple solution for them. If we fill in that area, then we are compromising the vegetation  
673 and the whole reason we had an open space back there. We cannot install a pump and keep  
674 pumping into the lake because it will come back at us since the lake will be high. I wish I  
675 had a silver ~~bullet~~ for that to help them out.

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676 Ms. Kramer asked those low areas that are common space or District-owned land, were  
677 they designed as dry retention? Can you tell?

678 Mr. Hamstra stated I do not think they were designed from the stormwater management  
679 system because the ponds were designed to handle quality and quantity. I think it was just  
680 the intent not to disturb the vegetation and maybe not looking carefully at the topography  
681 versus the ponds. Maybe it should have been caught.

682 Ms. Kramer stated it is not going to correct that problem, but that problem is not a  
683 flooding problem that will endanger anyone's home. It is not really flooding.

684 Mr. Hamstra stated it is not structural flooding; it is nuisance flooding.

685 Ms. Kassel stated we only had this problem since we have had a lot of rain. When the  
686 lake was low and the ponds were lower, it was not an issue. But because we have had a lot  
687 of rain—this spring, last year, a hurricane with twelve inches of rain in September—I think  
688 that has added to the problem the Gables are experiencing. There is just a high water table  
689 right now. The ponds and the lake are high.

690 Mr. Hamstra stated we had problems in other areas, but we found out the County has  
691 some plugged pipes. They came out and unplugged them, so that solved that issue. That  
692 has gone away, so that has been fixed by the County. During dry periods, it should be

694 perfectly normal. During above-average wet seasons, like we had this year, it will be  
695 problematic for them, unfortunately. Mosquitoes are quite out of control sometimes.

696 Ms. Kramer stated these repairs are going to fix and prevent the problems that we saw,  
697 maybe before Mr. Hamstra's time, near the tavern where we had a break in the pipe and  
698 the soil went down the pipe, which resulted in further pipe clogging and deposition in the  
699 stormwater ponds.

700 Mr. Hamstra stated the pipe joints being separated too far causes the earth above it to  
701 eventually create a little sinkhole. It dumps the dirt in the pipe. The pipe gets clogged again.  
702 Then people are concerned if they have a sinkhole in their yard. It is to remedy those  
703 situations.

704 Ms. Kramer asked that is this proposal?

705 Mr. Hamstra stated that is the eleven repairs.

706 Ms. Kramer stated the remainder of the repairs will be done after they build out the  
707 Estates because the construction process could affect those pipes.

708 Mr. Hamstra stated the two locations where the pipes need to be slip lined, once those  
709 adjacent lots are done, then we can do them. We do not need to wait for the whole  
710 subdivision. It is two distinct areas where the pipes will be slip lined. If they ever finish the  
711 houses near the Gables which are taking forever, we will look into that. I know you wanted  
712 to separate this and delay some of the costs to the Estates, but this first one is the eleven  
713 repairs specifically to the pipes and inlets.

714  
715 Ms. Phillips made a MOTION to approve the proposal  
716 from Atlantic Pipe Services for eleven pipe and inlet repairs,  
717 in the amount of \$27,715.  
718 Ms. Kramer seconded the motion.  
719

720 Ms. Phillips stated we do not want to do it.

721 Ms. Kassel stated we do not want to spend the money.

722 Ms. Kramer stated we do not, but this is the core of what the District does, which is to  
723 maintain the infrastructure to make sure our houses do not flood. This is the core mission  
724 of the District.

725 Ms. Kassel stated especially when it comes to water issues.

726 Ms. Kramer stated yes, especially in Florida. Does Mr. Short have any questions? I  
727 know you do not have a copy in front of you.

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Mr. Short stated I do not have any questions. It seems like a logical path. It seems overdue.

Ms. Kramer stated yes.

Mr. Leet stated it will not get any cheaper.

Ms. Phillips stated exactly.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the proposal from Atlantic Pipe Services for eleven pipe and inlet repairs, in the amount of \$27,715.

Mr. Hamstra stated I will have Atlantic Pipe Services get with Mr. Haber to get the agreement underway to get them started.

**iii. Hurricane Nicole Request for Public Assistance**

Mr. Hamstra stated my last item is a question for Mr. Israel or the Board on the debris cleanup. Are you filing for public assistance from FEMA? Or are you just absorbing those costs?

Mr. Israel stated I think our intent is to try to get it wherever we can.

Ms. Kramer stated I do not know what the process is. Will it cost more to apply for it? We had very little debris.

Mr. Hamstra stated it will take three to five years to get reimbursement. It is quite a process, and they are very specific about regular yard debris, debris caused from the storm, and trash. If you were not careful about keeping track of those independently, your chances of receiving reimbursement will probably be compromised.

Ms. Kramer stated I do not think we had any trash at all. We had minor tree debris. A lot of the residents, when the tree debris fell on their yards, cleaned it up themselves. We had maybe one or two trees that had already died and came down, but they were very small.

Mr. Hamstra stated I bring it up because there is a 60-day clock in which to apply.

Mr. Israel stated I can get with Ms. Montagna and Ms. Brenda Burgess to see if they started that process. I know that was one of the first things we did for pretty much all our districts. We started going down that process.

Ms. Kramer stated let us balance out the cost for applying to what we might get back.

**iv. Miscellaneous**

Ms. Kramer stated the road through the garden, there was an issue. There was some confusion. The Harmony Central folks in exchange for an easement agreed to grade that road. Evidently when our previous attorney provided the documents, it only included that

764 area in the pipeline right-of-way and not the area from the right-of-way to where the RV  
765 storage gates are now. They have done that. I spoke with Mr. Dan Evans, who is heading  
766 up the development in Harmony Central. He understood and was confused. He said the  
767 person who negotiated this was a man. Evidently, it was Mr. Berube. He did not carry  
768 through on what the desires of the Board were to have, not just the area that they were  
769 going to damage graded but our entire road in exchange for the easement. That fell through  
770 the crack. I spoke with Mr. Evans, and he said he will be getting with Jr. Davis and get  
771 back with us. He is pretty sure that if we can arrange to provide the shell material that the  
772 road is made out of now, he can get them to come in gratis and grade it and improve that  
773 road. I wanted to check with Mr. Hamstra. Is shell material the right thing to put down  
774 there now?

775 Mr. Hamstra stated gravel is better, but if you are getting it done for free, do it.

776 Ms. Kramer stated they are not going to provide the material. The District has to  
777 provide the shell or gravel. You are recommending gravel?

778 Mr. Hamstra stated yes.

779 Ms. Kramer stated they mentioned shell.

780 Mr. Hamstra stated shell kind of degrades when it gets wet. They have only done  
781 parallel to the road; when it peels off toward the RV lot, they did not do that portion.

782 Ms. Kramer stated correct. But he said he would try and work it out to where they will  
783 provide the equipment and manpower if we can provide the material. They could come in  
784 here and just knock the top off and knock them in, but we have seen already on the part  
785 they already did that it is deteriorating quickly again.

786 Ms. Kassel asked really? On the part we just did?

787 Ms. Kramer stated yes. It is starting to rut quickly. Maybe that is why it is important to  
788 put gravel on it, to mix it in with the shell. I will stay in touch with him and get that worked  
789 out and get field services to find some providers of gravel so we can get that done.

790 Mr. Hamstra stated when all the paperwork is signed for the milling and resurfacing,  
791 we may want to do some type of information, door hanger, or email for a heads up for those  
792 residents when they will be doing the work because it will be making some noise. Probably  
793 after the holidays.

Ms. Kramer stated that sounds great. One other thing we discussed when you first were engaged were the cattails in our stormwater ponds that we are responsible for maintaining on the golf course. Have you been out there to assess those golf course ponds yet?

Mr. Hamstra stated I have not been yet. Mr. Morrell and Mr. Perez let me know that Mr. Morrell and his staff have finished my first round of cleanups on ponds outside the golf course. Now that the weather is getting nice, I will get the interior as well.

Ms. Kramer stated that will be great because the golf course has contacted us. We are also having cattail growth. As you know, it was pretty bad already, and it has gotten exponentially worse. As I think we were advised by either Catherine or you that when the biomass gets that big, then it is no longer a spray treatment but is a harvesting. It looks like we are there.

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Mr. Hamstra asked is that a District responsibility or the golf course?

Ms. Kramer stated it is our responsibility.

Mr. Hamstra stated I know the control structures are yours. I did not know if the ponds on the golf course were yours.

Ms. Kramer stated we have an easement and agreement.

Ms. Kassel stated to maintain the stormwater drainage system.

Ms. Kramer stated yes. The golf course folks were a little upset that we were erroneously told or informed that they wanted us to keep our hands off the ponds. I think that was three or four years ago.

Ms. Kassel stated I was told as a Board member that the golf course did not want us managing their ponds.

Ms. Kramer stated that was erroneous. That was not right.

Mr. Hamstra stated that is why the map shows blue outside the golf course for District-maintained ponds, and inside the golf course we did not do the ponds but the control structures. If you are telling me that we also maintain the ponds, I will update the map.

Ms. Kassel stated they do not belong to the District, I do not think, but we are obligated to maintain them because they are part of the stormwater management system.

Mr. Hamstra stated I will give them a different color to distinguish that.

Ms. Kassel stated it is interesting because up north, we have problems with the common reed, *Phragmites*, and are always looking for cattails, but they are a problem here.

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#### **D. District Counsel Report**

##### **i. Memorandum to District Regarding Surplus Property**

830 Ms. Kramer stated this memorandum on surplus property is how to deal with disposing  
831 of surplus property in the District. It is my understanding that this was provided for  
832 guidance only, in that, we should follow this but not necessarily for any Board action. Is  
833 that correct?

834 Mr. Brown stated yes, that is correct. Depending on the Board's evaluation and the  
835 property in question, the memorandum lays out three basic paths for you to consider for  
836 whenever you are prepared to make a decision about the sale or donation of any surplus  
837 property the District owns. I will give you my 10,000-foot thoughts on it. The first option  
838 is just to limit the sale or donation to non-profit or other public entities, first within the  
839 County and then outside the County. The process is a little less involved from a procedural  
840 standpoint, but of course you are talking about a more limited pool of potential purchasers.  
841 That might be a good option if the Board is inclined for policy reasons or because you had  
842 particular entities or non-profits in mind. If you want to go that route, it is a little less  
843 cumbersome but procedurally a little more constrained with respect to the parties that you  
844 would be negotiating with. The other option is under Section 274.06, Florida Statutes, and  
845 there are two paths under that Statute, depending on the value of the property. If it is less  
846 than \$5,000, there is less procedure involved, and you have a broader scope of potential  
847 buyers, including private properties in addition to public entities and non-profits. If it is  
848 greater than \$5,000 in value, there is more process involved: a public auction and the  
849 requirement to make the sale to the highest possible bidder, and a published notice, for  
850 example. You have a couple different options for the Board to weigh from a policy  
851 perspective, depending on the facts, the value of materials, and what the Board envisions.

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852 Ms. Kramer stated they provided the different resolutions that would be used for each  
853 of the different categories. My understanding is we may have some surplus property in the  
854 vehicles that we will be scrapping once the insurance is finalized. At this time, we will take  
855 that under consideration and select the proper resolution at the time.

856 **ii. Meeting Videos on a Third-Party Website**

857 Ms. Kramer stated this is a question we had previously about being able to post our  
858 meeting videos on a third-party website, such as YouTube.

859 Ms. Kassel stated there was nothing in the agenda package regarding this, no  
860 memorandum.

861 Mr. Brown stated no, there is no memorandum. It is my understanding that you can  
862 post the meetings on YouTube. In particular, I think there may have been a question about



864 the requirements to include closed captioning for the videos. There is no requirement to  
865 include closed captioning for those videos posted on a private, third-party site, like  
866 YouTube.

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867 Ms. Kramer stated at this point, it seems we are allowed to do that. If the Board is  
868 interested in doing that, I think we should just go ahead and entertain a motion to permit  
869 that to be done.

870 Ms. Kassel stated I do not know who is going to do it, but I will make that motion.

871  
872 Ms. Kassel made a MOTION to approve Mr. Leet posting  
873 meeting videos on YouTube for public consumption.  
874 Ms. Kramer seconded the motion.

875  
876 A Resident stated if you put Mr. Leet's name in the motion, you will have to amend it  
877 later when he leaves the Board.

878 Ms. Kramer stated we can just say "the Board."

879  
880 Ms. Kassel AMENDED the motion to approve the Board  
881 posting meeting videos on YouTube for public consumption.  
882 Ms. Kramer seconded the amendment.

883  
884 Upon VOICE VOTE, with all in favor, unanimous approval  
885 was given to the Board posting meeting videos on YouTube  
886 for public consumption.

887  
888 Ms. Kassel stated when Mr. Leet is no longer on the Board and is no longer posting  
889 these, just because he is not on the Board does not mean he cannot record them via Zoom  
890 and post them on YouTube. But my question is, what happens that we have now approved  
891 this, and Mr. Leet moves or is no longer able to post them.

892 Ms. Kramer stated the Board will have to readdress it at that time.

893 **iii. Right-of-Way Mowing Responsibility**

894 Mr. Brown stated I believe we provided an email in your agenda package that Mr.  
895 Michael Eckert prepared, laying out the summary of his findings regarding this issue, in  
896 particular focused on the grass in between lots and the street, the landscaping within the  
897 rights-of-way in that area. The bottom line is reflected in the materials in the agenda  
898 package, that the District has the ability to maintain that area if it would like to because it  
899 owns that area, but there is a clear requirement in the covenants and restrictions for the  
900 community that imposes an obligation on the adjacent property owner to maintain that strip

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903 of grass and the landscaping. In terms of obligations of the District as opposed to rights,  
904 the District has a minimum obligation to maintain it at the level required by County code.  
905 I believe the covenants and restrictions impose a higher standard on the property owners  
906 to maintain it to the standard in the community, which would exceed the bare minimum  
907 required by County code. Beyond that, if there is a life or safety immediate issue, the  
908 District should address it and not try to address through, for example, working with the  
909 HOA for the home owners to maintain that area. I think that is a basic summary of what  
910 Mr. Eckert provided for the agenda package. I can address any questions if there are any.

911 Ms. Kassel stated I will just say that the memorandum in the agenda package is the  
912 result of some residents coming to the meeting last time and asking about the legal authority  
913 to require residents to maintain their easements: the area between the sidewalk and the  
914 curb. The developer had decided it would be included in landscaping on the boulevards,  
915 namely Five Oaks Drive, Cat Brier Trail, and Schoolhouse Road, because those are the  
916 boulevards that everyone passes when they come to look at a house to buy. The developer  
917 included that. In an attempt to save money, partly, and also in an attempt to make things  
918 more equal because the people who lived in those homes for 20 years have the benefit of  
919 not having to pay or deal with the maintenance for those areas, we thought it was time to  
920 return the responsibility over to the people who own those lots for maintenance of those  
921 particular areas and also save the District—and all the residents—money at the same time.  
922 That was the thinking behind returning, or turning over, the maintenance, which includes  
923 fertilization and weeding. We will continue to water because the irrigation system runs  
924 under there. The District will continue to water and maintain the irrigation for those areas,  
925 but residents are required to fertilize, mow, weed, et cetera in those areas. At the last  
926 meeting, several people asked how we can require them to do that. So we asked our attorney  
927 to look into the legality of the District turning this area over to owners to maintain and now  
928 it is your obligation to maintain it. This memorandum in the agenda package explains why  
929 it is legal.

930 Ms. Kramer stated excellent summary.

931 Ms. Phillips stated I believe it was \$17,000 the District will save.

932 Ms. Kassel stated through Servello. Another vendor was \$120,000.

933 Ms. Phillips stated I just figured out how much if we did all of Harmony, so everyone  
934 is treated the same, because they do not take care of my verge. For mowing, there are 1,580

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937 homes, and at \$17,000 for approximately 100 homes, it is \$170 per year for each home.  
938 For 1,580 homes, it would be \$268,600.

939 Ms. Kramer stated that is considerable.

940 Ms. Phillips stated that is if we want it to be fair. We all have verges. Why are some  
941 people getting theirs taken care of? I understand why the original developer did it, but we  
942 are not him.

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943 Ms. Kramer stated thank you for that analysis.

944 Ms. Phillips stated I drove Mr. Perez and Ms. Montagna crazy. They just wanted to  
945 understand what I was asking, and I got it finally. I suspect we do not want to take a motion  
946 to maintain everyone's verge, to the tune of \$268,600.

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947 Ms. Kramer stated that was at \$17,000.

948 Ms. Phillips stated yes, that was at the low estimate.

949 Mr. Leet stated while we are discussing this, I guess this goes to one of the proposals  
950 we discussed earlier, I agree we definitely have the legal standing to make this change and  
951 treat all the property owners the same way, where they are required to maintain that area  
952 in front of the sidewalk. In this particular case, though, in the past where the District had  
953 been responsible for the maintenance there and that maintenance was lapsing, and now we  
954 are throwing the switch and saying it is the owners' responsibility, I think we should at  
955 least look at that. There may not be a perfect solution to this, and maybe this blows away  
956 how much we save in that first year and then it is a savings going forward, but I think we  
957 should at least consider making sure that when we turn over this responsibility that we are  
958 at least leaving it in decent shape, and if it had lapsed, we address it.

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959 Ms. Kramer stated I understand what you are saying. We had several proposals for the  
960 frontage on just one home or a number of them. One proposal was \$1,000 per home to do  
961 the grass in front. This latest one was \$1,600 for one home, and then multiply that times  
962 100 homes.

963 Mr. Leet stated I am just bringing it up for consideration. I do not think all 100 homes  
964 have lapsed.

965 Ms. Phillips stated we can make decisions on an individual basis.

966 Mr. Leet stated that is something maybe Inframark can look at.

967 Ms. Kassel stated I would like to see, at least minimally, leaf removal, fertilization, and  
968 checking that the irrigation is working correctly.

974 Ms. Kramer asked as a one-time event?

975 Ms. Kassel stated yes.

976 Ms. Kramer stated we can ask Inframark for a proposal to do that.

977 Ms. Phillips stated there is also an option of putting down groundcover if you do not  
978 want grass. I am in the process of fixing up my yard, and I see some really nice groundcover  
979 on some of them.

980 Ms. Kramer stated that is what we have discussed because they are very shaded.

981 Ms. Phillips stated for people who park in front of their house instead of the garage,  
982 they are walking over it many times a day.

983 Ms. Kassel stated there is a particular house on Cat Brier Trail that we were requested  
984 to look at over a year ago, actually a number of areas. The problem was, the leaf litter had  
985 not been picked up, the irrigation had been turned off, it had not been fertilized, and it was  
986 just being ignored. As I mentioned at the last meeting, I did not feel good about turning  
987 over these easements to homeowners to maintain when the District had not maintained  
988 them very well. Please look into it.

989 Mr. Short stated this falls under the residents' responsibility due to the HOA. Does the  
990 HOA also dictate what kind of groundcover can be there and what kind of grass and things  
991 can be put there?

992 An HROA board member stated yes.

993 Ms. Kramer stated Inframark will be looking into doing a survey of what might be  
994 needed and what the cost would be to do some preliminary work to get those areas up to  
995 par at this time. We will bring it back for the December meeting.

996 **iv. Consideration of Resolution 2023-02, Use of Private Emails**

997 Mr. Brown stated you have a resolution in the agenda package, which establishes a  
998 policy reflected in Exhibit A thereto for use of District email addresses by Supervisors. The  
999 policy, in short, requires Supervisors to use those email addresses. In the event you receive  
1000 an email that would be a public record concerning District business at your private email  
1001 address, it would require a Supervisor to forward that to their District email address for  
1002 purposes of maintaining public records and ensuring those records are preserved.

1003 Ms. Kramer stated a little background behind this is, when we were looking into the  
1004 legality of the RV parking area and storage area, it came to our attention that a previous  
1005 Board member had been using his personal email address, and so very little, almost none  
1006 of the items that are supposed to be in our public record repository dealing with that issue

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1009 are in them. We wanted to immediately clean that up and get all the Board members now  
1010 and in the future to use District email addresses. I think it was an incipient policy in the  
1011 past that we all use our District email addresses, to be sure we maintain the public records.  
1012 It was not complied with, and it may end up costing the District money to regain those  
1013 public records. That is also being looked into, to basically close the barn door.

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1014  
1015 Ms. Kassel made a MOTION to approve Resolution 2023-  
1016 02, regarding use of private email addresses.  
1017 Ms. Phillips seconded the motion.  
1018

1019 Mr. Leet stated I want to make sure this resolution is strictly talking about email  
1020 communication. If communication is taking place by, say, text messages, does that need to  
1021 be included in this or handled separately? I want to make sure we all understand.

1022 Ms. Montagna stated you should not be communicating District business via text. We  
1023 try to stay away from that. In the case where you do, yes, that is subject to a public record,  
1024 as well. I can let legal opine on that, but you should try to stay away from that.

1025 Mr. Brown stated the resolution itself does not speak to text messages or other forms  
1026 of communication. It is specific to emails. That is correct, whatever the form of  
1027 communication, if you are creating a record regarding communication of District business,  
1028 that would constitute a public record, whether it is on Facebook or through a text message.  
1029 All those things could potentially end up being public records, and there would be an  
1030 obligation on the part of the District to maintain. Sometimes, those things are unavoidable.  
1031 As to the comment that was just made, if there are instances where communication of  
1032 District business or back-and-forth between a resident and a Supervisor, for example, by  
1033 text message, I will ask you to take a screenshot of that and email it to your District email  
1034 address. We try to avoid those things unless it is something the District has a plan in place  
1035 to ensure that its records are being maintained.

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1036 Ms. Kramer stated a question for Ms. Montagna, for yourself, and Mr. Perez, are your  
1037 text messages with Supervisors maintained as public records at this time? Being that you  
1038 have Inframark phones and are the public records custodian, if we are texting you or Mr.  
1039 Perez or another Inframark employee, do those then get catalogued? Or should we be taking  
1040 screenshots and saving them to our emails?

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Ms. Montagna stated anytime that I send texts to a Supervisor, if I am traveling or something and cannot get to my email, I usually follow it up with an email, but we will make sure those are screenshot and deposited in the District files.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-02, regarding use of private email addresses.

**v. Basketball Court**

Ms. Kramer asked does Mr. Brown know about this issue, as far as the letter of request?

Mr. Brown stated yes, I do. I am familiar with the background on this issue and that there is an issue with the leveling of the basketball court and pooling or puddling issues because there are some deviations in the surface of the basketball court. I also understand there were some preliminary representations by a representative of the contractor who did that work and they were going to work with the District to make repairs. That did not happen, and I believe we received some correspondence from an attorney retained by the contractor demanding payment of the remaining amount under the contract to be paid. Our recommended course of action would be to prepare a response to that demand letter, explaining the contractor's failure to perform and stating payment will not be made until the defects are addressed. We cannot make any promises at this point about what the outcome would be from this point going forward. In my experience in the service industry, you end up with some sort of what I call settlement, posture, where maybe you do not get everything you might want out of this, but it is some sort of resolution for the District, and certainly not just turning over what remains to be paid on the contract given the failure to perform. We will evaluate how things proceed from here, but as an initial first step, our recommendation is to prepare a response to that letter.

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Ms. Kramer asked do you need any direction from us?

Mr. Brown stated no, I do not believe we need any direction. If the Board has any questions or if there is a desire to consider alternatives, the Board has them, but this is our recommended next step.

Mr. Leet asked do you have the information we collected about the performance not being to the contract?

Mr. Brown stated I believe we do. I think Mr. Haber has all that. I would ask if there is anyone in particular we should be coordinating or interfacing with on preparing that letter,



or if the Board would like to appoint a particular Supervisor—the Chair or Vice Chair, for example—to provide final review and approval of the response.

Ms. Kassel stated I am happy to let the Chair review and approve if she wants to.

Ms. Phillips stated I am, too, since she is the one who measured all the depths and is so familiar with it.

Ms. Kramer stated that, I am. Yes, I will go ahead and do that if you will let Mr. Haber know I will be his contact on this. Hopefully we can resolve this to everyone’s satisfaction.

Ms. Phillips stated they sounded agreeable on the phone that night when we brought it up. It does not appear they made any attempt to rectify it, other than to go straight to their attorney.

Ms. Kramer stated in fact, they did not even invoice us for the final payment. They just sent a letter from the attorney. That speaks volumes. I looked back through the minutes, and the key statement is, “Mr. Leet stated we are clear there will be some water. I think we are talking about one-eighth inch versus three-quarters inch.” The representative from AAA Court Services, Ms. Leonard, stated, “yes and that is a very large difference. We definitely need to correct that issue.”

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Ms. Kassel stated then she said she was going to check with the owner of the company. Apparently, he must not have agreed.

Ms. Kramer stated yes, this is where we stand right now. We will work to have it resolved. I would love for them to come back in and fix that ponding issue. We will do our best to do what is best for the District on this.

**vi. Miscellaneous**

Mr. Brown stated I will relay these issues to Mr. Haber and Mr. Eckert.

Ms. Kassel stated I have a question about the public records from our previous legal counsel, whether or not they have been received, and what the status is.

Mr. Brown stated they have not been received. It is my understanding that our office is working on a sternly worded letter to your former counsel and some others with regard to production of those records.

Ms. Montagna stated I am not sure if Mr. Haber or Mr. Eckert had updated you regarding Mr. Leet’s question about placing videos on YouTube. I do not know if you have that information, but it came down to yes, we can place them on YouTube as a resident, as opposed to as a representative of the District.

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1118 Ms. Kramer stated we dealt with that already. They announced it was fine for the  
1119 District to post those.

1120 Ms. Montagna stated great.

1121 Mr. Brown stated the videos being recorded are public records, so if an individual  
1122 resident wanted to come in and record a meeting, they could. They could post it where they  
1123 wish. There is no issue with who is posting those.

1124 Ms. Montagna stated perfect, thank you.

1125 Ms. Kramer stated there is one other item I would like to inquire of or mention to the  
1126 Board, while we are under the legal counsel agenda item because it bleeds over into the  
1127 manager's report. I wanted to touch on it right now. As we look toward moving field  
1128 services, which is required because we are not up to code having the trailer in the back  
1129 corner, we investigated the possible location where we could move that facility. Because  
1130 there is the easement language, they looked at it and determined that the easement, unless  
1131 it has been affirmatively in writing conveyed to another entity, it is still held by Birchwood  
1132 LLC. Birchwood Partners is still an active entity within the State of Florida. This easement  
1133 language not only flows to the parcels in question—U-2 and B-1—but it is also attached to  
1134 our linear park around the golf course, to all of the areas adjoining our streets and homes.  
1135 All of our pocket parks are burdened by these easements, and this puts us in a potentially  
1136 very dangerous position in the future if someone wanted to come in and do anything with  
1137 these parcels. I would like to propose tonight for the Board members to think about and  
1138 come back maybe in December and discuss it further, which is possibly have our District  
1139 legal counsel to approach whoever the current controller of Birchwood Acres is. My  
1140 understanding is, this entity has moved completely out of the area and is not involved in  
1141 any development at this point to our knowledge. Approach them and see if they would be  
1142 willing to release the blanket easement language over all those multiple parcels throughout  
1143 Harmony. We can do it that way. The other thing we could do, he indicated we could go to  
1144 eminent domain if we needed to go that far with it, or just ignore it and make them force  
1145 us out, which I do know I am very uncomfortable with that option. Think about it, and next  
1146 month we can make a decision as to which direction we go to clear up those legal questions  
1147 on our land ownership. Did I explain that okay?

1148 Mr. Brown stated yes, very well.

1149 **E. District Manager Report**  
1150 **i. RV Lot Closure**

1151 Mr. Israel stated we drafted a letter that is included in your agenda package. It was sent  
1152 on November 8, and it informs the residents of the closure that will take place at the end of  
1153 the year with the refund of fees that will be on a prorated basis.

1154 Ms. Kassel stated I heard that some have not received that letter.

1155 Mr. Israel stated yes, I will doublecheck when I get back to the office, but as far as I  
1156 am aware, November 8 is when they were at least dropped off at the post office.

1157 Ms. Kassel stated it is nine days later.

1158 Ms. Kramer asked has anyone here not received the letter?

1159 Two residents indicated they have not received the letter.

1160 Ms. Kramer stated we know the postal system is having serious problems. Hopefully,  
1161 if you will give us a heads up by email if and when you get those letters, that way we can  
1162 follow up.

1163 Ms. Kassel stated I wonder if we may need to, at this point, since it has been three  
1164 weeks when we hoped that letter would go out, maybe we extend the date.

1165 Ms. Kramer stated we could hand deliver the letters. There are only 25.

1166 Ms. Phillips stated I was going to bring this issue up at the end, but I did not know  
1167 when to do it.

1168 Ms. Kassel stated you can do it now or under Supervisors' Requests.

1169 Ms. Kramer stated now works.

1170 Ms. Kassel stated I was going to suggest we extend the closure until January 31, 2023.

1171 Ms. Montagna asked if we have email addresses for everyone, and I do not know if we  
1172 do, but if we do, would it be beneficial to email them a copy of the letter that was mailed?  
1173 They were, in fact, dropped off at the post office on November 8.

1174 Ms. Kassel stated be that as it may, two of the people at the meeting have rental spots  
1175 at the lot, and neither of them received the letter, and it is nine days later.

1176 Ms. Phillips stated she is saying she can do it by email instead.

1177 Ms. Kassel stated I understand.

1178 Ms. Montagna stated I understand that.

1179 Ms. Kassel stated it is already nine days later, which is 10+ days later after we requested  
1180 a letter go out. What I am saying is, we might extend the closure by a month. Next week is  
1181 Thanksgiving, and people may have family in town, and then it is the holidays. Maybe we  
1182 just give them more time.

1183 Ms. Phillips stated we have been talking about the RV lot, but at the meeting last month,  
1184 we finally made the decision to close it because of the County codes and the expense. It  
1185 was difficult. But then, all of a sudden, we discussed when we are going to close it, and we  
1186 jumped on it. This has been eating at me since last month because they were not going to  
1187 get their letters until November, and now we are in the busiest time of the year with the  
1188 holidays and Christmas coming. I really do not think the County would do anything to us  
1189 if we gave them even until March 31, 2023. The ones with huge vehicles will take some  
1190 doing. We could do the end of their lease or March 31, 2023, whichever comes first. If  
1191 someone's lease ends at the end of December, then they have to move it.

1192 Ms. Kramer stated I want to provide it because I think it is important. We are in this  
1193 situation because a Board member withheld a lot of information from the entire Board.

1194 Ms. Phillips stated yes.

1195 Ms. Kramer stated I did inquire of our legal counsel and of our District manager as to  
1196 the liability because someone posted that we have insurance to cover any liability. They  
1197 investigated, and just like any homeowner's insurance, our insurance has the same out, that  
1198 if we are operating any kind of facility or amenity that is not in compliance with County  
1199 codes, they do not cover us.

1200 Ms. Kassel stated but we have been operating it for all these years.

1201 Ms. Kramer stated I want you to be aware that we are hanging out on a limb. That being  
1202 said and you now having all the facts before you, I would entertain a motion if the Board  
1203 so desires to change the final date of closing.

1204 Ms. Phillips stated I had one other idea, too. Can I bring that up now?

1205 Ms. Kramer stated you certainly may.

1206 Ms. Phillips stated we have 73 spaces, and it will cost approximately \$500,000 to do  
1207 the whole road going back there.

1208 Ms. Kassel stated it was less than that. It was the road, fencing, landscaping, and  
1209 lighting.

1210 Ms. Phillips stated I heard only \$500,000.

1211 Ms. Kramer stated let me add this, though. The one thing we never got to was the cost  
1212 of actually improving the lot itself. The County is requiring us to actually pave the area  
1213 road in there. They gave us a waiver on paving; they let us work a deal with Florida Gas  
1214 Transmission, which ended being enormously expensive anyway. But they did not waive

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1219 or negotiate the requirement to pave into and all the driving lanes throughout. That will be  
1220 additional funds. It will be \$500,000+.

1221 Ms. Phillips stated just to present my idea, I will use my estimates. I found out there  
1222 are 73 spaces. I already did the calculations, so I will use my numbers.

1223 Ms. Kramer stated I understand.

1224 Ms. Phillips stated there are 73 spaces. Maybe that could be more or fewer depending  
1225 on the layout if it got paved. To raise that \$500,000, it would be \$6,850 per rental space.  
1226 Some are bigger than others, but I am using straight calculations. If people really want this  
1227 RV storage and are willing to pay \$600 per month, why not? As long as it is not costing  
1228 the other 1,500 residents of Harmony for them to have that lot, which is what we were  
1229 trying to avoid. If they are willing to shell out the money, I do not see any reason not to do  
1230 it, but it will be \$600 per month to store their vehicles.

1231 Ms. Kramer stated it will be something more than that with the additional paving.

1232 Ms. Phillips stated yes, but still, I guess maybe we should have given that as an option.  
1233 Some people may say they want to keep their RV there and are willing to pay it. But we  
1234 need all 73 to say that.

1235 Mr. Leet stated it does not work to piecemeal it. What if only eight people are willing  
1236 to do that?

1237 Ms. Phillips stated that is why I just said, 73 of them should do it. This was an idea I  
1238 came up with. We all felt bad about closing it, but we do not have a lot of options. Of  
1239 course, we could just wait until we can bring it in from the other direction.

1240 Ms. Kramer stated if we can get it to that point, it makes it much easier.

1241 Ms. Phillips asked does anyone have an idea how much it costs to rent an RV storage  
1242 lot at one of the storage facilities?

1243 A Resident stated \$200 for an RV.

1244 A Resident stated \$180.

1245 Ms. Phillips stated so you would not want to pay \$600 to keep it here.

1246 The Resident stated it would not be a good amenity.

1247 Mr. Leet stated we have mentioned the other approaches. The Harmony Golf Preserve  
1248 owns that entire property to the northwest of the parcel. Have we approached them? I want  
1249 to say this happened in the past, but have we at least approached them to see if there is any

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1251 interest? I do not even know looking on a map where the road would be without affecting  
1252 their operations.

1253 Ms. Kramer stated we went all over that. We walked it and tried to see. The problem  
1254 is, the traffic through there would conflict with their operations. We can try. I have a feeler  
1255 out right now to talk with them about another issue we will discuss in a minute. I can broach  
1256 that with them also.

1257 Ms. Kassel stated even so, even if they were to allow us access to this road, it would  
1258 still not be an allowed use without paving the lot, which is going to be expensive. Does  
1259 anyone know what the price per square foot?

1260 Ms. Kramer stated for a brand new road, not repaving.

1261 Ms. Kassel stated I am not talking about a road; I am talking about a lot.

1262 Ms. Kramer stated like our alleys, it would not be repaving. It would be a new road  
1263 because you have to do a road bed and everything associated with a new road.

1264 Mr. Leet stated yes, that is not a magic bullet, but at least it would give us the best-case  
1265 scenario. Yes, we still have other paving to do, but we could take the access road repaving  
1266 out of the picture. I do not know if the price will be close enough that we could swallow it.

1267  
1268 Mr. Leet made a MOTION to postpone the closure of the  
1269 RV lot to March 31, 2023, with digital notification and other  
1270 possible follow-ups.

1271 Ms. Phillips seconded the motion.

1272  
1273 Ms. Phillips stated I would say March 31, 2023, or the end of their lease, whichever  
1274 comes first. Some of them might end December, January, or February. We can phase it out  
1275 that way.

1276 Ms. Kramer stated we have quite a few like that.

1277  
1278 Mr. Leet AMENDED the motion to postpone the closure  
1279 of the RV lot to March 31, 2023, or at the end of the lease  
1280 term, whichever comes first, with digital notification and  
1281 other possible follow-ups.

1282 Ms. Phillips seconded the amendment.

1283  
1284 Ms. Phillips stated otherwise, we have to write new leases for these people. Let us keep  
1285 it simple.

1286 Ms. Kramer stated I appreciate that.

1287



Upon VOICE VOTE, with all in favor, unanimous approval was given to postpone the closure of the RV lot to March 31, 2023, or at the end of the lease term, whichever comes first, with digital notification and other possible follow-ups.

Ms. Phillips stated we still need to decide how we are going to notify people.

Ms. Kramer stated I think we should email it. I think there are only 25 who live in the neighborhood. We might be able to have field services drop off the letter at their house.

Ms. Phillips stated send it certified.

Ms. Kramer stated I do not know; certified mail gets very expensive.

Ms. Phillips stated it is only \$2.00 each.

Mr. Israel stated we can email the letter.

Ms. Kramer stated in my discussion with Mr. Daniel Evans from Harmony Central, I would like to know what the feeling is. It dawned on me that we will be chatting when I return in a couple weeks because we have that interconnect the County is requiring of us in that location.

Ms. Kassel asked what location?

Ms. Kramer stated at the location where the dirt road is now on the pipeline easement. That pipeline easement area is supposed to have an interconnect.

Mr. Leet asked is it in the planned development ("PD")?

Ms. Kramer stated yes, the PD requires us to have an interconnect with Harmony Central there. It says equestrian, pedestrian, bicycle, and I guess we could consider golf carts, but they said absolutely no automobile traffic.

Mr. Leet stated we have an interconnect between us and Harmony West.

Ms. Kramer stated yes, we have two interconnects with Harmony West. I wanted to let everyone know we will be talking, and I will bring back any information to the Board. He indicated that they may be willing to improve that pathway to make it a lot nicer, even our side of it. We will keep our fingers crossed that they will be able to do that for us.

ii. **Discussion of Deed of Dedication**

Mr. Israel stated we have been looking at new options for the field services office. I would like to get some clarity of what the Board would like for that office, in terms of construction material, potential square footage, permanent or semi-permanent building based on what we have heard in terms of that easement. Ms. Kramer sent us a picture, as well, of a potential option or an idea of what that would look like.

1322 Ms. Kramer stated this is a modular building that then the community that has it ~~redressed~~  
1323 it up with a pergola out front, which made it look so much nicer than our field services  
1324 trailer currently does. I wanted to let you know it does not have to be a big, ugly trailer  
1325 sitting out there, nor would we want it to be. We also have a trailer rental currently, which  
1326 is \$490 per month. If we are going to do this, we may want to buy a trailer or even a portable  
1327 classroom and fix it up like this. I cannot see us doing something that would cost us  
1328 hundreds of thousands of dollars. It just does not make sense at all for what this use is. Mr.  
1329 Israel brought for each of you a handout that basically shows our PD approval for Harmony.  
1330 It also shows what the different categories are. Up above, it shows community maintenance  
1331 facilities. If you run across, it shows where they are permitted. Basically, they are permitted  
1332 in every category except conservation area. If we did not want to look at the location we  
1333 are currently discussing, we would have to find something we owned somewhere else in  
1334 the community. This is just for you to look at and get familiar with to see if there is some  
1335 other location. The deed of dedication, as we mentioned, does have that easement over it.  
1336 When I spoke with our legal counsel, he said that there is a possibility, if we do not get it  
1337 cleared, that if we put something there, they could come in and say they want to use the  
1338 whole area for parking and have an easement to do it. He also indicated it may be very hard  
1339 for them to get us to move. It would be a back-and-forth. We have already seen that the  
1340 finance people, based on what we went through with Harmony Cove, are not comfortable  
1341 with ~~the~~ easement language and feel it could be broken. Again, it might behoove us to use  
1342 a modular or easily moved structure, just in that case. I would not want to jeopardize a lot  
1343 of the District's monies putting something permanent in and then having to move it.

1344 Mr. Israel stated you could do something semi-permanent, where you would actually  
1345 have pillars versus a foundation, so it would have a crawl space. Then that building could  
1346 potentially be relocated, versus having a slab. That is where you would fall in the semi-  
1347 permanent. It just depends on the budget and what you are looking for in terms of use, as  
1348 well. Do we want to have a garage door so we can store some of our supplies in there, like  
1349 the Umax? Or are we looking to keep it similar to where we are at, which is probably what  
1350 you will get with a trailer, more of an office space.

1351 Ms. Kassel stated we have no idea what the cost of these things are.

1352 Mr. Israel stated I think you also need to provide a budget. If we are not 100% sure  
1353 what we want, whether building material or permanent versus semi-permanent modular, if

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1357 we can get a budget and an idea of the use we want, I go back and can look at providing  
1358 the Board with some options, maybe across the whole board, as long as I have a budget  
1359 that I can use.

1360 Ms. Kassel stated we have no idea what a reasonable budget would be. I would like to  
1361 keep it low, like \$60,000 or less, but I do not know what we will get for \$60,000.

1362 Ms. Phillips stated if it had a meeting room, we would save a monthly meeting fee.

1363 Ms. Kassel stated we are not paying anything for this meeting room.

1364 Ms. Phillips stated some day, we might have to.

1365 Ms. Kassel stated you will not get that in a trailer.

1366 Ms. Phillips stated we could get a modular.

1367 Ms. Kramer stated a portable classroom or something like that.

1368 Ms. Phillips stated you can also do a concrete block.

1369 Mr. Israel stated you also have options of steel-style workshops that are a lot nicer than  
1370 they used to be. Those can run anywhere from \$15,000 to \$30,000 for the structure, and  
1371 then the foundation. Concrete can be expensive.

1372 Mr. Hamstra stated it is anywhere from \$150 to \$175 per square foot if you were to  
1373 build a house, if you want to scale that back and want x number of square feet for Mr.  
1374 Morrell's new area.

1375 Mr. Israel stated that is another thing to take into consideration, where a shop like that  
1376 is the internal build-out, but that can potentially be something over time, however you want  
1377 to look at that.

1378 Ms. Kramer stated these are some things we want you to think about, and we can bring  
1379 it back to the December meeting for further discussion. Inframark will continue to reach  
1380 out and look at different options and bring this back.

1381 Mr. Israel stated I will start with \$60,000 as a baseline.

1382 Ms. Kassel stated I just threw that out. I do not know how the rest of the Board feels  
1383 about it. I also do not know what kind of site development costs we would have, either  
1384 within that or on top of it.

1385 Ms. Kramer stated luckily, I pulled up the Harmony Cove. They did extensive work in  
1386 that area, and sewer is right there. In fact, that is the lift station that is fenced in that area.  
1387 It looks like site development requirement is one parking space for every 500 square feet

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1389 in the building. That will not be a big deal. I think we can, right now just on that little street  
1390 apron that comes in there, probably park three cars, at least.

1391 Ms. Kassel stated it would be great to have a garage that could fit our vehicles.

1392 Ms. Phillips stated also when they are working on something and it starts raining, they  
1393 are indoors and can keep working.

1394 Ms. Kramer stated or under cover.

1395 Ms. Phillips stated yes, under cover is what I meant.

1396 Ms. Kassel stated back in early 2019, I paid about \$20,000 for an 18-foot by 22-foot  
1397 garage, but it is just metal framing and corrugated metal sides with corrugated metal roof.  
1398 I imagine costs have gone up.

1399 Mr. Israel stated they are actually fairly reasonably priced for those.

1400 Ms. Phillips asked are any of the high schools or colleges around here training people?  
1401 Do they ever get involved in projects like this?

1402 Ms. Kassel stated typically when you buy one of those kinds of buildings, you buy a  
1403 kit and they come and install it. That is included in the price.

1404 Ms. Phillips stated for the other things we are looking at, we can see if there is a shop  
1405 teacher at the high school who would like to take that on.

1406 Ms. Kramer stated I have been in areas where they have done that, where the high  
1407 school actually builds the structure to your specifications as a project, and then it is  
1408 transported and set up on your lot.

1409 Ms. Kassel stated at the very least, maybe a pergola ~~if not the~~ building.

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1410 Ms. Kramer stated so those are all considerations for everyone to think about. In not  
1411 knowing where it might go and knowing it is important that we move with all haste in this,  
1412 I did reach out to the golf course folks because we did have field management, and that  
1413 area is perfect. Field management blends with golf course management. They will reach  
1414 out to the owners. The owners were confused as to why we moved out of there in the first  
1415 place. It seems Mr. Fusilier never owned that property. They thought we moved out  
1416 because Mr. Fusilier owned the trailer, and that is why we were ejected. He did not own  
1417 the trailer at all, so that seems to be why we are here. He said that he would check to see if  
1418 the owner would be amenable to us moving back there for a short period of time during the  
1419 transition period, or if we could work something out long term. That would be an ideal  
1420 location. The water and sewer, electric, everything is right there ready to just hook up.

1422 Ms. Kassel stated the only problem is, if we move the trailer there, we still do not have  
1423 a garage for the vehicles.

1424 Ms. Kramer stated yes, we would still have the containers we are keeping them in.  
1425 Again, we can look at something there. I will see if they are amenable at all and what can  
1426 be worked out.

1427 Ms. Kassel stated that would be easier and quicker.

1428 Ms. Kramer stated yes, it would. Regarding the discussion of the deed of dedication,  
1429 that was not just here, but I did want to report that I found another deed in the mystery of  
1430 missing deeds. It is quite a long roadway easement that cuts down. It is the back 30 feet of  
1431 what used to be Central Bark. Then it cuts down all the way through to U.S. Hwy 192. We  
1432 are working with the County to get that enshrined in the property appraiser's database and  
1433 working with them on that. This does have the same restrictions as all the others, so if we  
1434 can get Birchwood to release those, this would be released also. I wanted to bring it to your  
1435 attention and answer any questions if you have them on that parcel.

1436 Mr. Israel stated I will work with the property appraiser's office. I had reached out to  
1437 them once, and they initially told me it has been replatted and is part of our property. After  
1438 further discussions with Ms. Kramer, we recognize that it is not. I will go back to the  
1439 property appraiser's office and start working with them again to make sure that is rectified.

1440 Ms. Kramer stated yes, a very small piece of the section that intersects Five Oaks Drive  
1441 is contained in the Phase 3 plat. The remainder of it is in unplatted land, but it is sectioned  
1442 off and if sectioned off would have been considered metes and bounds, and it runs all the  
1443 way down through that area.

1444 Ms. Phillips stated this is mind boggling to me about all this.

1445 Ms. Kramer stated that this is all floating out around there and we did not even know  
1446 we had it.

1447 Ms. Phillips stated yes.

1448 Ms. Kassel stated I have been pushing about the dog park for some time, for Central  
1449 Bark.

1450 Ms. Kramer stated I told you I would look for it.

1451 Ms. Kassel stated thank you.

1452  
1453 **SIXTH ORDER OF BUSINESS** **Consent Agenda**  
1454 **A. Minutes for the October 27, 2022, Regular Meeting**  
1455 **B. October 2022 Financial Statements**

**C. October 2022 General Ledger Detail**

**D. #270 Invoices and Check Register**

Ms. Kassel made a MOTION to approve the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer. Mr. Leet seconded the motion.

Ms. Kramer stated I want to mention one thing on the invoices. I was concerned that Servello's entire invoice, which is invoiced a month ahead of time and the invoice is in the agenda package, but I understand there will be some monies withheld from that invoice. if we can also amend the motion to include any reduction in Servello's invoices that the District manager has deemed appropriate for withholding for that and the changes in two inches or less of the irrigation lines as appropriate to our contract.

Ms. Kassel AMENDED the motion to approve the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer, the invoice from Servello to be reduced as the District manager deems appropriate to be withheld, and the Servello invoice amended for two inches or less of the irrigation lines pursuant to the agreement. Mr. Leet seconded the amendment.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the consent agenda, minutes as amended by Ms. Kassel and Ms. Kramer, the invoice from Servello to be reduced as the District manager deems appropriate to be withheld, and the Servello invoice amended for two inches or less of the irrigation lines pursuant to the agreement.

**SEVENTH ORDER OF BUSINESS                      New Business Matters**

There being none, the next order of business followed.

**EIGHTH ORDER OF BUSINESS                      Old Business**

**A. Informational Signs**

Ms. Kramer stated we discussed this earlier in the meeting and will be tabled to the next meeting to get appropriate dollar amounts. I would encourage everyone if you can put together a little description of what you think might be best to put on those signs, that would be great.

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

Ms. Kramer stated Ms. Kassel was going to look for possible locations.



1496 Ms. Kassel stated yes. Before the previous meeting, I had sent out a list of suggested  
1497 locations. Some are along Lakeshore Park where it was not going to be close to any  
1498 sidewalks or any facilities, so it could be messy and not in an area where dogs are passing  
1499 by or children who could pick up seeds, that could potentially be poisonous. There is the  
1500 area by the pavilion between the pavilion and the entry into the parking lot for Lakeshore  
1501 Park. There is an area sort of by the bat house, which is behind the pond. There are other  
1502 large strips of land in front of the pond where there is a pretty big margin between the  
1503 sidewalk and the pond where it could go. Any of those locations would have a lot of  
1504 community visibility.

1505 Ms. Kramer stated without endangerment.

1506 Ms. Kassel stated exactly.

1507 Ms. Kramer stated the area you mentioned between the pavilion and the entrance to  
1508 Lakeshore Park, those trees in that area that are going down toward the docks are kind of  
1509 waning. I guess they are elms and others and are not looking very healthy. Maybe that  
1510 would be a good place.

1511 Ms. Kassel stated the only thing is, a bunch of trees are there.

1512 Ms. Kramer asked this could be on the other side?

1513 Ms. Kassel stated yes. I do not know enough about the particular requirements if it does  
1514 not like wet feet or if it does not like to be kept dry or if it does not like a lot of moisture. I  
1515 do not know who can give me the answer to that.

1516 Ms. Kramer stated I am a native Floridian who knows native landscaping, but I do not  
1517 know about this species. Would Ms. Kassel be willing to take this on? I would be  
1518 comfortable turning it over to you to locate it and follow up on it, if you are willing to do  
1519 that.

1520 Ms. Kassel stated yes. It grows in a variety of soils. Once established is highly tolerant  
1521 of drought and salt. It does not say anything about moisture. My suggestion is between the  
1522 pavilion and the entrance where everyone passing by would see it, and they do not have to  
1523 go into the park to see it. That is what I propose if we accept the tree.

1524

1525 Ms. Kassel made a MOTION to accept the donation of the  
1526 Royal Poinciana tree from Ms. Nancy Snyder with gratitude,  
1527 to be planted between the pavilion and the entrance to the  
1528 parking lot.

1529

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1531 Ms. Phillips asked is that at Buck Lake?

1532 Ms. Kassel stated yes.

1533 Ms. Phillips stated I did not know that was called Lakeshore Park.

1534 Ms. Kassel stated it is the right side of the entrance to the parking lot to Buck Lake.

1535

1536 Ms. Kassel clarified the MOTION to accept the donation  
1537 of the Royal Poinciana tree from Ms. Nancy Snyder with  
1538 gratitude, to be planted between the pavilion east of the  
1539 entrance to the Buck Lake parking lot and the entrance to the  
1540 parking lot.

1541 Ms. Kramer seconded the motion.

1542

1543 Ms. Montagna asked who will plant the tree?

1544 Ms. Kassel asked can field services help plant the tree?

1545 Ms. Kramer stated it will be very easy to plant. It is maybe six feet tall in a pot. It is not  
1546 heavy.

1547 Ms. Kassel asked is it a five-gallon pot?

1548 Ms. Kramer stated it might be a little larger. It is maybe 10 or 12 gallons.

1549 Ms. Phillips asked it is already in a pot?

1550 Ms. Kramer stated I have been babysitting it.

1551 Ms. Kassel asked do we have a tractor?

1552 Mr. Morrell stated yes.

1553 Ms. Kramer stated I do not think it would even take a tractor, just a couple shovels and  
1554 strong backs.

1555 Ms. Montagna stated I just wanted to be sure who you wanted to plant it.

1556 Ms. Kassel stated it is a District thing, so we do not want to have Servello charge us  
1557 \$300.

1558 Ms. Montagna stated yes, that is where I was going with the question.

1559

1560 Upon VOICE VOTE, with all in favor, unanimous approval  
1561 was given to accept the donation of the Royal Poinciana tree  
1562 from Ms. Nancy Snyder with gratitude, to be planted  
1563 between the pavilion east of the entrance to the Buck Lake  
1564 parking lot and the entrance to the parking lot.

1565

1566 **C. Proposal for Removal of Concrete Pads Around Oak Tree** (*Pocket Park in*  
1567 *Primrose Willow-Beargrass-Schoolhouse Alley Triangle*)

1568 Ms. Kramer stated we have five panels that are upheaved and are very much trip-and-  
1569 fall hazards. If we remove those five panels, the remaining panels which is the bottom of  
1570 the semi-circle, would allow for a walk-through from one side of the park to the other. The  
1571 proposal originally was \$1,080, but that was for all nine panels. They said they would  
1572 prorate it down for the number of panels we choose. If we accept that, we can get the  
1573 proposal corrected immediately.

1574 Ms. Kassel stated I want to make sure it is just those five panels.

1575 Ms. Kramer stated it is the top five panels.

1576 Ms. Kassel stated you just said the bottom panels. Now you are saying the top.

1577 Ms. Kramer stated I am sorry; the ones that are not in the connecting portions.

1578 Ms. Kassel stated they are on the far side of the tree.

1579 Ms. Kramer stated yes.

1580 Ms. Kassel stated from the path that goes from one side to the other.

1581 Ms. Kramer stated from the bench.

1582 Ms. Phillips stated the sidewalk will still go through.

1583 Ms. Kassel stated yes.

1584 Ms. Phillips stated you can just take out the ones that make it a circle.

1585 Ms. Kassel stated yes.

1586 Ms. Phillips stated I went and looked at it.

1587 Ms. Kassel stated I use it frequently. I do not run on the other side of the circle.

1588  
1589  
1590  
1591  
1592  
1593  
1594

Ms. Kassel made a MOTION to remove the five panels on the west side of the circle around the oak tree in the pocket park between Primrose Willow, Beargrass, and Schoolhouse Road, the cost to be prorated at \$120 per panel, or \$600.  
Mr. Leet seconded the motion.

1595 Ms. Phillips stated I want to point out that if we do not do this, it will just get worse.

1596 Ms. Kramer stated yes.

1597 Ms. Phillips stated it is a big oak tree.

1598 Ms. Kramer stated and it is dangerous.

1599  
1600  
1601  
1602

Upon VOICE VOTE, with all in favor, unanimous approval was given to remove the five panels on the west side of the circle around the oak tree in the pocket park between

Primrose Willow, Beargrass, and Schoolhouse Road, the  
cost to be prorated at \$120 per panel, or \$600.

**NINTH ORDER OF BUSINESS**

**Supervisors' Requests**

Ms. Phillips stated we received a report for resident issues when they call in with problems.

Ms. Kassel stated it just came in today.

Ms. Phillips stated yes. Several said trash was overflowing at the dog park. Are people sabotaging it? What trash? I take my dog to the dog park and play with my dog. I have waste bags, and I put my waste in the receptable because it is not trash. How can these trash cans be getting that full that quickly?

Ms. Kassel stated I will tell you that I pass by those trash cans twice a day, seven days a week, rain or shine or hurricane. I have not really seen that the trash cans or even the doggie pots are overflowing. I am not sure what that is about.

Ms. Phillips stated I wonder if someone is taking trash over and dumping it.

Ms. Kassel stated maybe.

Ms. Phillips stated several other reports said the doggie bags were gone. I know we have 83 stations with doggie bags, and they fill them every week. Is someone stealing them?

Ms. Kramer stated we have some problems in some locations. We can ask field services to come back and give a full report. Sometimes kids will get carried away and take one and run it out. This happens. Some people take more than one, which is typical because they are walking, not staying at the stations.

Ms. Phillips stated if this happens, then it is not something new.

Ms. Kramer stated they are monitoring it, and they keep it in good shape. They are very responsive when they get complaints. We had a rash of complaints because Tuesday is the normal day to empty them, and we had a hurricane on Tuesday. Would you like a formal report at the next meeting on that?

Ms. Phillips stated no, this is the first time I saw this. It sounds like this happens periodically. If we were starting to get sabotaged, then I was worried.

Ms. Kassel stated I pass those doggie pots and there is no trash can by the dog park on Five Oaks Drive. There is one trash can inside the small dog park and one right outside the big dog park. There is another one as you are coming from Primrose Willow to the dog

Harmony CDD  
November 17, 2022, meeting

1636 park, so three trash cans are right there. As I said, I am typically there twice a day. I have  
1637 not seen an issue with overflowing trash.

1638 Ms. Kramer stated sometimes we have a situation where a report is called in or sent in,  
1639 and it may not be founded. They still go out and check it to make sure.

1640  
1641

**TENTH ORDER OF BUSINESS**

**Audience Comments**

Mr. Leet stated I apologize for all the connection issues. I think we figured it out and have stayed away from it the past hour. We have wifi that is provided by Jones Homes for us to use the model here. Usually it is sufficient, but I will look at ways we can make it a little more secure in the future. With the rest of the Board's permission, some residents have been waiting very patiently if we can permit them to take three minutes to address the Board.

Ms. Phillips stated one gentleman started to speak and then got cut off.

Mr. Leet stated yes, Mr. Sarlo.

Ms. Phillips stated his three minutes can start over.

Mr. Sarlo stated I have been in the community for two years. I fell in love with the community when we first drove through. We moved here from Seattle. It was an absolutely beautiful community when we first moved in. A lot of concerns right now from my part. I will go on record that I am an active critic of the way the community is currently being run from multiple points of view. I run a multimillion-dollar budget. I am quite familiar with budgets. I have a procurement organization and have spent a lot of money. I understand what goes into it and what it takes. I am fully qualified to understand what goes into profit margins and understand procurement costs and going out to source stuff. When I see things that have gone into the budget, I spend close to \$4,000 per year in District assessments and maintenance assessments to live here in Harmony. I see a lot of money right now, quite frankly, going up in smoke. I understand a lot of things need to be rectified and supported in the community. I do not think the excuse should be, which I have heard multiple times, about the sins of the past of what may or may not have been done by previous Boards, but we can control what we have now. The one thing I have concerns with is the amount of expense that is being spent right now, especially in a time when people are hurting for money. I have participated in a number of these meetings. My three main items that I think the Board needs to take a look at, I heard Ms. Phillips make a comment that it is not fair for community members whether it is the RV lot or easements being maintained. Quite frankly, life is not fair. I pay a lot more money to live on a perimeter road. Those who live on interior streets do not pay as much as I do in assessments. There are benefits to living on a perimeter road rather than an interior road. Let us just put that out there for what it is. I do pay more money. I have a lot of concerns. Another item that was addressed in the meeting, as well, was it can go in the HROA and they can govern what can be done. You

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1677 can put down mulch or turf or rock. What is it going to look like, Board members, coming  
1678 into the neighborhood when I put in turf or rock, and my neighbor has a different material,  
1679 and the next neighbor has another material? My family has owned multiple trailer parks.  
1680 This is not a trailer park. This is a multimillion dollar, tens of millions of dollars,  
1681 community. The appearance means a lot to me because of the value of my home. If we are  
1682 going to neglect the streets, especially the perimeter streets, the quote was for \$17,000 or  
1683 \$20,000, it is not fair that only certain people get the benefit. My quote of the night is, life  
1684 is not fair. It is not protecting the investment of the community. I think we need to ensure  
1685 we are keeping that all in line. I sit here. I work from home. I have a window right in front  
1686 of me. Servello has now started blowing all the debris from the golf course side over onto  
1687 our side. This is not appropriate. I have told them multiple times to knock it off. It needs to  
1688 be addressed. I have not seen anything that has been addressed.

1689 Ms. Kramer stated thank you for your input and your time is up.

1690 Mr. Sarlo stated I agree this is a thankless job. I appreciate you sitting in your seats. It  
1691 is a hot seat. But there is some amount of responsibility that comes with running a multi-  
1692 million dollar community and lack of control.

1693 Mr. Shirley asked how many certified pool operators do we currently have on staff at  
1694 Harmony? The previous years, we had at least two, and I think we have zero now.

1695 Ms. Kramer stated we have a certified pool operator under contract with Inframark,  
1696 who is paying their fee. We have only had one in the past, although we were led to believe  
1697 we had two. When we verified, that individual did not have their certified pool operators  
1698 license.

1699 Mr. Shirley asked so we have had a certified pool operator who has been unable to fix  
1700 the splash pad, diagnose the main pool, or anything else?

1701 Ms. Kramer stated if you want to provide more comments, you are welcome to for  
1702 another two minutes, but this is not a back-and-forth.

1703 Ms. Kassel stated of course, we are happy to meet with you individually, or you can  
1704 contact the District manager about that issue.

1705 Mr. Leet stated I apologize but when we were disconnected, those issues were updated  
1706 by field services. We understand the heater is up and running. We are working on the splash  
1707 pad. We are fixing things as fast as we are able.

Ms. Jacqueline Meek stated I was listening to the part about the tree donation. Was it mentioned that this tree can be poisonous to dogs and other animals? And why is it acceptable to plant it in a community that is very animal forward and friendly, and we have many dogs living in the community?

Ms. Kassel stated this is not a back-and-forth, but I will say the tree was originally proposed to be planted in a much more accessible area, and now we are looking to accept this tree and plant it in a much less trafficked area.

Ms. Meek asked has it been looked into whether it is an invasive species of a tree?

Ms. Kassel stated yes, it has been looked into.

**ELEVENTH ORDER OF BUSINESS      Adjournment**

On MOTION by Ms. Phillips, seconded by Mr. Leet, with all in favor, the meeting was adjourned at 8:45 p.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

# **Subsection 8B**

## **Financials**

# MEMORANDUM

**TO:** Board of Supervisors, Harmony CDD  
**FROM:** Samantha Smith, Accountant  
**CC:** Angel Montagna, District Manager  
**DATE:** December 2, 2022  
**SUBJECT:** November 2022 Financials

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Please find the attached November 2022 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at [Samantha.Smith@Inframark.com](mailto:Samantha.Smith@Inframark.com).

## General Fund

- Total Revenue through November is approximately 8% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 7%.
- Total Expenditures through November are at 10% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through November.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
    - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Legal Advertising - Legal and public notices by Sun Publications.
    - Annual District Filing Fee - FY22-23 filing fee paid to the department of economic opportunity.
  - ▶ Field
    - ProfServ-Field Management - Contract with Inframark.
    - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
  - ▶ Landscaping Services
    - Contracts-Irrigation - Contract with Servello and Sons.
    - Contracts-Trees & Trimming - Contract with Servello and Sons.
    - Contracts-Trash & Debris Removal - Contract with Servello and Sons.
    - Contracts-Landscape - Contract with Servello and Sons.
    - Contracts-Shrub/Ground Cover - Contract with Servello and Sons.
    - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons.
    - R&M-Trees and Trimming - Includes tree removal by Servello and Sons.
  - ▶ Utilities
    - Electricity-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
    - Utility-Water & Sewer - Services provided by TOHO.
  - ▶ Operation & Maintenance
    - Utility-Refuse Removal - Services provided by Waste Connections of FL.
    - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals. Also includes purchase of pool pump.
    - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, and bathroom exhaust fan deposit.
    - Misc.-Security Enhancements - Includes internet service and ancillary costs.
  - ▶ Debt Service
    - Principal Expense - Principal portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in April 2023.
    - Interest Expense - Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in April 2023.

## General Fund Reserves

- ▶ \$547,006 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures.
- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

# **HARMONY**

Community Development District

*Financial Report*

*November 30, 2022*

**Prepared by**



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## **SUPPORTING SCHEDULES**

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**HARMONY**  
Community Development District

**Financial Statements**

(Unaudited)

**November 30, 2022**

**Balance Sheet**  
November 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>					
Cash - Checking Account	\$ 733,474	\$ -	\$ -	\$ -	\$ 733,474
Accounts Receivable	49	-	-	-	49
Due From Other Funds	-	547,006	80,543	45,704	673,253
Investments:					
Money Market Account	600,095	-	-	-	600,095
Prepayment Account	-	-	6,229	511,204	517,433
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	403,840	143,808	547,648
<b>TOTAL ASSETS</b>	<b>\$ 1,333,618</b>	<b>\$ 547,006</b>	<b>\$ 1,097,925</b>	<b>\$ 1,040,716</b>	<b>\$ 4,019,265</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 2,428	\$ -	\$ -	\$ -	\$ 2,428
Accrued Expenses	85,960	-	-	-	85,960
Sales Tax Payable	27	-	-	-	27
Due To Other Funds	673,253	-	-	-	673,253
<b>TOTAL LIABILITIES</b>	<b>761,668</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>761,668</b>
<b>FUND BALANCES</b>					
<b>Restricted for:</b>					
Debt Service	-	-	1,097,925	1,040,716	2,138,641
<b>Assigned to:</b>					
Operating Reserves	467,801	-	-	-	467,801
<b>Unassigned:</b>	104,149	547,006	-	-	651,155
<b>TOTAL FUND BALANCES</b>	<b>\$ 571,950</b>	<b>\$ 547,006</b>	<b>\$ 1,097,925</b>	<b>\$ 1,040,716</b>	<b>\$ 3,257,597</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,333,618</b>	<b>\$ 547,006</b>	<b>\$ 1,097,925</b>	<b>\$ 1,040,716</b>	<b>\$ 4,019,265</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 3,678	\$ 613	\$ 2,373	\$ 1,760
Interest - Tax Collector	-	-	78	78
Special Assmnts- Tax Collector	2,452,225	490,445	178,795	(311,650)
Special Assessments-Tax Collector-VC1	(28,737)	(5,747)	-	5,747
Special Assmnts- Discounts	(98,088)	(19,618)	(7,224)	12,394
Other Miscellaneous Revenues	-	-	1,200	1,200
Access Cards	1,200	200	170	(30)
Facility Revenue	600	100	-	(100)
User Facility Revenue	15,000	2,500	-	(2,500)
Garden Lot	1,207	202	841	639
<b>TOTAL REVENUES</b>	<b>2,347,085</b>	<b>468,695</b>	<b>176,233</b>	<b>(292,462)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	14,000	2,334	2,200	134
FICA Taxes	1,071	178	168	10
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	60,000	10,000	-	10,000
ProfServ-Legal Services	60,000	10,000	9,816	184
ProfServ-Mgmt Consulting	69,250	11,542	11,542	-
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	4,200	700	700	-
ProfServ-Special Assessment	8,822	-	-	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	166	50	116
Rental - Meeting Room	3,000	500	-	500
Insurance - General Liability	28,000	28,000	18,732	9,268
Legal Advertising	1,000	166	358	(192)
Misc-Records Storage	1,500	250	-	250
Misc-Assessment Collection Cost	49,045	9,809	3,431	6,378
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>318,715</b>	<b>73,820</b>	<b>47,172</b>	<b>26,648</b>
<b>Field</b>				
ProfServ-Field Management	338,872	56,478	56,479	(1)
Trailer Rental	8,500	1,417	1,197	220
<b>Total Field</b>	<b>347,372</b>	<b>57,895</b>	<b>57,676</b>	<b>219</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Landscape Services</u></b>				
Contracts-Mulch	146,608	24,435	-	24,435
Contracts-Irrigation	42,822	7,137	7,137	-
Contracts-Trees & Trimming	46,909	7,818	7,818	-
Contracts-Annuals	12,672	2,112	-	2,112
Contracts-Trash & Debris Removal	19,565	3,261	3,261	-
Contracts - Landscape	294,685	49,114	49,114	-
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	14,346	14,346	-
R&M-Irrigation	30,000	5,000	4,884	116
R&M-Trees and Trimming	40,000	6,666	840	5,826
Miscellaneous Services	35,000	5,834	-	5,834
<b>Total Landscape Services</b>	<b>754,335</b>	<b>125,723</b>	<b>87,400</b>	<b>38,323</b>
<b><u>Utilities</u></b>				
Electricity - General	40,700	6,783	4,749	2,034
Electricity - Streetlights	121,000	20,167	19,536	631
Utility - Water & Sewer	198,000	33,000	18,181	14,819
<b>Total Utilities</b>	<b>359,700</b>	<b>59,950</b>	<b>42,466</b>	<b>17,484</b>
<b><u>Operation &amp; Maintenance</u></b>				
Utility - Refuse Removal	3,000	500	552	(52)
R&M-Ponds	20,000	3,333	-	3,333
R&M-Pools	35,000	5,833	1,888	3,945
R&M-Roads & Alleyways	2,000	334	-	334
R&M-Sidewalks	20,000	3,333	-	3,333
R&M-Streetlights	10,000	1,667	-	1,667
R&M-Vehicles	15,000	2,500	-	2,500
R&M-User Supported Facility	5,000	833	-	833
R&M-Equipment Boats	10,000	1,667	-	1,667
R&M-Parks & Facilities	25,000	4,166	5,614	(1,448)
R&M-Garden Lot	2,000	333	-	333
R&M-Invasive Plant Maintenance	105,000	17,500	-	17,500
Security Enhancements	5,700	950	478	472
Op Supplies - Fuel, Oil	8,000	1,333	25	1,308
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Other	300,000	300,000	-	300,000
<b>Total Operation &amp; Maintenance</b>	<b>595,700</b>	<b>374,282</b>	<b>8,557</b>	<b>365,725</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	13,507	-	-	-
Interest Expense	13,093	-	-	-
<b>Total Debt Service</b>	<b>26,600</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>2,402,422</b>	<b>691,670</b>	<b>243,271</b>	<b>448,399</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	(55,337)	(222,975)	(67,038)	155,937
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(55,337)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(55,337)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (55,337)	\$ (222,975)	\$ (67,038)	\$ 155,937
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>638,988</b>	<b>638,988</b>	<b>638,988</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 583,651</b>	<b>\$ 416,013</b>	<b>\$ 571,950</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	-	-	-	-
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>	-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	-
Net change in fund balance	\$ -	\$ -	\$ -	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	-	-	<b>547,006</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 547,006</b>	



**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 61	\$ 10	\$ 11	\$ 1
Special Assmnts- Tax Collector	1,217,276	243,455	89,651	(153,804)
Special Assmnts- Discounts	(48,691)	(9,738)	(3,622)	6,116
<b>TOTAL REVENUES</b>	<b>1,168,646</b>	<b>233,727</b>	<b>86,040</b>	<b>(147,687)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	24,345	4,869	1,721	3,148
<b>Total Administration</b>	<b>24,345</b>	<b>4,869</b>	<b>1,721</b>	<b>3,148</b>
<b>Debt Service</b>				
Principal Debt Retirement	695,000	-	-	-
Principal Prepayments	-	-	70,000	(70,000)
Interest Expense	459,663	229,832	229,831	1
<b>Total Debt Service</b>	<b>1,154,663</b>	<b>229,832</b>	<b>299,831</b>	<b>(69,999)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,179,008</b>	<b>234,701</b>	<b>301,552</b>	<b>(66,851)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(10,362)	(974)	(215,512)	(214,538)
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(10,362)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(10,362)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (10,362)	\$ (974)	\$ (215,512)	\$ (214,538)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,313,437</b>	<b>1,313,437</b>	<b>1,313,437</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,303,075</b>	<b>\$ 1,312,463</b>	<b>\$ 1,097,925</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 40	\$ 7	\$ 16	\$ 9
Special Assmnts- Tax Collector	796,597	159,319	50,872	(108,447)
Special Assmnts- Other	26,600	5,320	-	(5,320)
Special Assmnts- Prepayment	-	-	511,204	511,204
Special Assmnts- Discounts	(31,864)	(6,373)	(2,055)	4,318
<b>TOTAL REVENUES</b>	<b>791,373</b>	<b>158,273</b>	<b>560,037</b>	<b>401,764</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	15,932	3,186	976	2,210
<b>Total Administration</b>	<b>15,932</b>	<b>3,186</b>	<b>976</b>	<b>2,210</b>
<b>Debt Service</b>				
Principal Debt Retirement	390,000	-	-	-
Principal Prepayments	-	-	1,165,000	(1,165,000)
Interest Expense	389,775	194,888	194,888	-
<b>Total Debt Service</b>	<b>779,775</b>	<b>194,888</b>	<b>1,359,888</b>	<b>(1,165,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>795,707</b>	<b>198,074</b>	<b>1,360,864</b>	<b>(1,162,790)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(4,334)	(39,801)	(800,827)	(761,026)
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(4,334)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(4,334)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (4,334)	\$ (39,801)	\$ (800,827)	\$ (761,026)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,841,543</b>	<b>1,841,543</b>	<b>1,841,543</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,837,209</b>	<b>\$ 1,801,742</b>	<b>\$ 1,040,716</b>	

# **HARMONY**

Community Development District

## **Supporting Schedules**

**November 30, 2022**

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2023**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund <sup>(1)</sup>	Series 2015 Debt Service Fund <sup>(1)</sup>
<b>ASSESSMENTS LEVIED FY 2023</b>				\$ 4,328,217	\$ 2,423,488	\$ 1,215,175	\$ 689,554
Allocation %				100%	55.99%	28.08%	15.93%
11/17/22	\$ 13,410	\$ 704	\$ 274	\$ 14,387	\$ 8,056	\$ 4,039	\$ 2,292
11/22/22	\$ 286,879	\$ 12,197	\$ 5,855	\$ 304,931	\$ 170,739	\$ 85,611	\$ 48,580
<b>TOTAL</b>	<b>\$ 300,289</b>	<b>\$ 12,901</b>	<b>\$ 6,128</b>	<b>\$ 319,318</b>	<b>\$ 178,795</b>	<b>\$ 89,651</b>	<b>\$ 50,872</b>

Collected in % 7%

<b>TOTAL OUTSTANDING</b>	<b>\$ 4,008,899</b>	<b>\$ 2,244,693</b>	<b>\$ 1,125,524</b>	<b>\$ 638,681</b>
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Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

**Cash and Investment Report**  
*November 30, 2022*

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$733,474
Money Market Account	BankUnited	Money Market Account	n/a	2.10%	\$600,095
<b>Subtotal</b>					<u>\$1,333,568</u>

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$6,229
Series 2014 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$403,840
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$511,204
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$143,808
<b>Subtotal</b>					<u>\$2,012,394</u>
<b>Total</b>					<u><u>\$3,345,962</u></u>

# **Subsection 8C**

## **General Ledger**



**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
General Ledger Detailed Report  
For the Period(s) from Nov 01, 2022 to Nov 30, 2022

**GENERAL FUND**

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
<b>GL Account: 361001 - Interest - Investments</b>					<b>Beginning Balance:</b>	<b>(\$1,295.83)</b>
JE	11/30/2022	BANK INT	Journal Entry	Interest Income - Bank United MM	(\$1,076.13)	(\$2,371.96)
					<b>Ending Balance:</b>	<b>(\$2,371.96)</b>
<b>GL Account: 361006 - Interest - Tax Collector</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/1/2022	EXCESS FEES	Journal Entry	FY 2022 Interest - Tax Collector	(\$77.57)	(\$77.57)
					<b>Ending Balance:</b>	<b>(\$77.57)</b>
<b>GL Account: 363010 - Special Assmnts- Tax Collector</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	(\$8,055.72)	(\$8,055.72)
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	(\$170,739.34)	(\$178,795.06)
					<b>Ending Balance:</b>	<b>(\$178,795.06)</b>
<b>GL Account: 363090 - Special Assmnts- Discounts</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$393.93	\$393.93
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$6,829.57	\$7,223.50
					<b>Ending Balance:</b>	<b>\$7,223.50</b>
<b>GL Account: 369900 - Other Miscellaneous Revenues</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	BOWMAN & BLAIR - PARTIAL REFUND OF INV#544	(\$1,200.00)	(\$1,200.00)
					<b>Ending Balance:</b>	<b>(\$1,200.00)</b>
<b>GL Account: 369941 - Access Cards</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	6818 GOLDFLOWER AVE	(\$30.00)	(\$30.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	KRISTY HUNTER	(\$30.00)	(\$60.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	LAUREN BASTIN POD	(\$10.00)	(\$70.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	OSCAR CLAN	(\$10.00)	(\$80.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	AMAZING HAIR	(\$10.00)	(\$90.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	MARIA TAVAREZ	(\$10.00)	(\$100.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	JORGE RODRIGUEZ	(\$30.00)	(\$130.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	WIDALYS FALCON	(\$10.00)	(\$140.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	GEORGE HARRIS KRUG	(\$10.00)	(\$150.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	CHRISTOPHER GERMOND	(\$20.00)	(\$170.00)
					<b>Ending Balance:</b>	<b>(\$170.00)</b>
<b>GL Account: 369993 - Garden Lot</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	GARDEN CLUB	(\$172.00)	(\$172.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	RICHARD CONWAY	(\$43.00)	(\$215.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	GARY CROSSLEY	(\$43.00)	(\$258.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	GARY CROSSLEY	(\$43.00)	(\$301.00)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	WILLIAM GEST POD	(\$10.75)	(\$311.75)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	CHAD HOTKOWSKI	(\$43.00)	(\$354.75)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	THOMAS KNAPP	(\$43.00)	(\$397.75)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	JUSTIN KRAMER	(\$53.75)	(\$451.50)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	CRYSTAL MC INTOSH	(\$43.00)	(\$494.50)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	MARIA TAVAREZ	(\$43.00)	(\$537.50)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	GEORGE SCHIRO	(\$43.00)	(\$580.50)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	DANIELLE VANHORN	(\$10.75)	(\$591.25)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	SUNDARAMMAL VISWANATHAN	(\$43.00)	(\$634.25)
Deposit	11/18/2022	DEP01059	Bank Account: Bank United GF	JANES WEEKS	(\$43.00)	(\$677.25)

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
General Ledger Detailed Report  
For the Period(s) from Nov 01, 2022 to Nov 30, 2022

**GENERAL FUND**

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
Deposit	11/23/2022	DEP01060	Bank Account: Bank United GF	CATHERINELOCURTO	(\$43.00)	(\$720.25)
Deposit	11/23/2022	DEP01060	Bank Account: Bank United GF	JAQUELINE MEEK	(\$43.00)	(\$763.25)
Deposit	11/23/2022	DEP01060	Bank Account: Bank United GF	LISA ELLIOTT	(\$43.00)	(\$806.25)
Deposit	11/23/2022	DEP01060	Bank Account: Bank United GF	MARILYN ASH-MOWER	(\$96.75)	(\$903.00)
JE	11/30/2022	STAX ACCR	Journal Entry	Sales Tax - Nov 2022	\$62.30	(\$840.70)
<b>Ending Balance:</b>					<b>(\$840.70)</b>	<b>(\$840.70)</b>

**Department Name: Legislative (51101)**

<b>GL Account: 511001 - P/R-Board of Supervisors</b>				<b>Beginning Balance:</b>	<b>\$800.00</b>	
Payroll	11/4/2022	PAYRO00338	Journal Entry	Summary of November 4, 2022 Payroll Posting	\$600.00	\$1,400.00
Payroll	11/29/2022	PAYRO00339	Journal Entry	Summary of November 29, 2022 Payroll Posting	\$800.00	\$2,200.00
<b>Ending Balance:</b>					<b>\$1,400.00</b>	<b>\$2,200.00</b>

<b>GL Account: 521001 - FICA Taxes</b>				<b>Beginning Balance:</b>	<b>\$61.20</b>	
Payroll	11/4/2022	PAYRO00338	Journal Entry	Summary of November 4, 2022 Payroll Posting	\$45.90	\$107.10
Payroll	11/29/2022	PAYRO00339	Journal Entry	Summary of November 29, 2022 Payroll Posting	\$61.20	\$168.30
<b>Ending Balance:</b>					<b>\$107.10</b>	<b>\$168.30</b>

**Department Name: Financial and Administrative (51301)**

<b>GL Account: 531027 - ProfServ-Mgmt Consulting</b>				<b>Beginning Balance:</b>	<b>\$5,770.83</b>	
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Mngt Svcs	\$5,770.83	\$11,541.66
<b>Ending Balance:</b>					<b>\$5,770.83</b>	<b>\$11,541.66</b>

<b>GL Account: 531036 - ProfServ-Recording Secretary</b>				<b>Beginning Balance:</b>	<b>\$350.00</b>	
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Mngt Svcs	\$350.00	\$700.00
<b>Ending Balance:</b>					<b>\$350.00</b>	<b>\$700.00</b>

<b>GL Account: 541006 - Postage and Freight</b>				<b>Beginning Balance:</b>	<b>\$21.62</b>	
Purchase	11/8/2022	7-940-04359	Vendor: FEDEX	SRVCS THRU 11/08/22	\$17.46	\$39.08
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Mngt Svcs	\$11.40	\$50.48
<b>Ending Balance:</b>					<b>\$28.86</b>	<b>\$50.48</b>

<b>GL Account: 545002 - Insurance - General Liability</b>				<b>Beginning Balance:</b>	<b>\$18,732.00</b>	
<b>Ending Balance:</b>					<b>\$0.00</b>	<b>\$18,732.00</b>

<b>GL Account: 548002 - Legal Advertising</b>				<b>Beginning Balance:</b>	<b>\$173.06</b>	
Purchase	11/7/2022	BEF96223-0001	Vendor: SUN PUBLICATIONS DBA	11/10/22 LANDSCAPE PROPOSAL NOTICES	\$185.09	\$358.15
<b>Ending Balance:</b>					<b>\$185.09</b>	<b>\$358.15</b>

<b>GL Account: 549070 - Misc-Assessment Collection Cost</b>				<b>Beginning Balance:</b>	<b>\$0.00</b>	
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$153.24	\$153.24
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$3,278.20	\$3,431.44
<b>Ending Balance:</b>					<b>\$3,431.44</b>	<b>\$3,431.44</b>

<b>GL Account: 554007 - Annual District Filing Fee</b>				<b>Beginning Balance:</b>	<b>\$175.00</b>	
<b>Ending Balance:</b>					<b>\$0.00</b>	<b>\$175.00</b>

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**Department Name: Legal Counsel (51401)**

<b>GL Account: 531023 - ProfServ-Legal Services</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	11/9/2022	3138030	Vendor: KUTAK ROCK LLP	GEN COUNSEL THRU 11/09/22	\$9,816.38	\$9,816.38
					<b>Ending Balance:</b>	<b>\$9,816.38</b>

**Department Name: Field (53901)**

<b>GL Account: 531016 - ProfServ-Field Management</b>					<b>Beginning Balance:</b>	<b>\$28,239.33</b>
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Mngt Svcs	\$28,239.33	\$56,478.66
					<b>Ending Balance:</b>	<b>\$28,239.33</b>

<b>GL Account: 544012 - Trailer Rental</b>					<b>Beginning Balance:</b>	<b>\$580.00</b>
Purchase	11/2/2022	9015775339 EFT	Vendor: WILLIAMS SCOTSMAN, INC. - EFT	11/02/22-12/01/22 OFFICE TRAILER LEASE	\$526.75	\$1,106.75
Purchase	11/2/2022	9015780837	Vendor: MOBILE MINI, INC.	11/02/22-12/01/22 40' CONTAINER	\$90.00	\$1,196.75
					<b>Ending Balance:</b>	<b>\$616.75</b>

**Department Name: Landscape Services (53902)**

<b>GL Account: 534073 - Contracts-Irrigation</b>					<b>Beginning Balance:</b>	<b>\$3,568.50</b>
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Irrigation - Servello	\$3,568.50	\$7,137.00
					<b>Ending Balance:</b>	<b>\$3,568.50</b>

<b>GL Account: 534085 - Contracts-Trees &amp; Trimming</b>					<b>Beginning Balance:</b>	<b>\$3,909.08</b>
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Tree Trimming - Servello	\$3,909.08	\$7,818.16
					<b>Ending Balance:</b>	<b>\$3,909.08</b>

<b>GL Account: 534121 - Contracts-Trash &amp; Debris Removal</b>					<b>Beginning Balance:</b>	<b>\$1,630.42</b>
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Trash & Debris Removal - Servello	\$1,630.42	\$3,260.84
					<b>Ending Balance:</b>	<b>\$1,630.42</b>

<b>GL Account: 534171 - Contracts - Landscape</b>					<b>Beginning Balance:</b>	<b>\$24,557.16</b>
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Landscape - Servello	\$24,557.16	\$49,114.32
					<b>Ending Balance:</b>	<b>\$24,557.16</b>

<b>GL Account: 534172 - Cntrs-Shrub/Grnd Cover Annual Svc</b>					<b>Beginning Balance:</b>	<b>\$7,172.84</b>
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Shrub/Grnd Cover - Servello	\$7,172.84	\$14,345.68
					<b>Ending Balance:</b>	<b>\$7,172.84</b>

<b>GL Account: 546041 - R&amp;M-Irrigation</b>					<b>Beginning Balance:</b>	<b>\$3,204.87</b>
JE	11/1/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	(\$225.30)	\$2,979.57
JE	11/1/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	(\$842.48)	\$2,137.09
JE	11/1/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	(\$37.82)	\$2,099.27
JE	11/1/2022	ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	(\$741.17)	\$1,358.10
Purchase	11/1/2022	22913	Vendor: SERVELLO & SONS INC	OCT IRRIG RPRS	\$225.30	\$1,583.40
Purchase	11/1/2022	23032	Vendor: SERVELLO & SONS INC	OCT IRRIG RPRS	\$842.48	\$2,425.88
Purchase	11/1/2022	23045	Vendor: SERVELLO & SONS INC	OCT IRRIG RPRS	\$741.17	\$3,167.05
Purchase	11/1/2022	23047	Vendor: SERVELLO & SONS INC	OCT IRRIG RPRS	\$37.82	\$3,204.87
Purchase	11/9/2022	23107	Vendor: SERVELLO & SONS INC	NOV IRRIG RPRS	\$499.44	\$3,704.31

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Purchase	11/11/2022	23089	Vendor: SERVELLO & SONS INC	RPR LATERAL LINE BREAK-FIVEOAKS	\$278.52	\$3,982.83
Purchase	11/11/2022	23090	Vendor: SERVELLO & SONS INC	IRRIG RPRS	\$278.52	\$4,261.35
Purchase	11/11/2022	23091	Vendor: SERVELLO & SONS INC	IRRIG RPRS CLOCK 2	\$309.32	\$4,570.67
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Irrig Rprs - Servello	\$313.00	\$4,883.67
<b>Ending Balance:</b>					<b>\$1,678.80</b>	<b>\$4,883.67</b>

<b>GL Account: 546099 - R&amp;M-Trees and Trimming</b>				<b>Beginning Balance:</b>	<b>\$840.00</b>	
JE	11/1/2022	ACCRUAL	Journal Entry	Accrue October Tree Removal - Servello	(\$840.00)	\$0.00
Purchase	11/1/2022	23032	Vendor: SERVELLO & SONS INC	OCT TREE REMOVAL	\$840.00	\$840.00
<b>Ending Balance:</b>					<b>\$0.00</b>	<b>\$840.00</b>

**Department Name: Utilities (53903)**

<b>GL Account: 543006 - Electricity - General</b>				<b>Beginning Balance:</b>	<b>\$2,288.65</b>	
Purchase	11/9/2022	110922-9921 ACH	Vendor: ORLANDO UTILITIES COMMISSION-ACH	10/10/22-11/08/22 UTILITIES	\$2,460.34	\$4,748.99
<b>Ending Balance:</b>					<b>\$2,460.34</b>	<b>\$4,748.99</b>

<b>GL Account: 543013 - Electricity - Streetlights</b>				<b>Beginning Balance:</b>	<b>\$9,887.87</b>	
Purchase	11/9/2022	110922-9921 ACH	Vendor: ORLANDO UTILITIES COMMISSION-ACH	10/10/22-11/08/22 UTILITIES	\$9,647.69	\$19,535.56
<b>Ending Balance:</b>					<b>\$9,647.69</b>	<b>\$19,535.56</b>

<b>GL Account: 543021 - Utility - Water &amp; Sewer</b>				<b>Beginning Balance:</b>	<b>\$9,181.29</b>	
JE	11/1/2022	JE004370	Journal Entry	Accrue October Water Utilities - Toho	(\$9,181.29)	\$0.00
Purchase	11/1/2022	101822 ACH	Vendor: TOHO WATER AUTHORITY - ACH	09/18/22-10/18/22 UTILITIES	\$8,975.12	\$8,975.12
Purchase	11/1/2022	110122-8389 ACH	Vendor: TOHO WATER AUTHORITY - ACH	10/01/22-11/01/22 UTILITIES	\$206.17	\$9,181.29
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Water Utilities - Toho	\$9,000.00	\$18,181.29
<b>Ending Balance:</b>					<b>\$9,000.00</b>	<b>\$18,181.29</b>

**Department Name: Operation & Maintenance (53910)**

<b>GL Account: 543020 - Utility - Refuse Removal</b>				<b>Beginning Balance:</b>	<b>\$276.00</b>	
Purchase	11/1/2022	1414651W460	Vendor: WASTE CONNECTIONS OF FL.	11/01/22-11/30/22 TRASH PICKUP	\$276.00	\$552.00
<b>Ending Balance:</b>					<b>\$276.00</b>	<b>\$552.00</b>

<b>GL Account: 546074 - R&amp;M-Pools</b>				<b>Beginning Balance:</b>	<b>\$95.00</b>	
Purchase	11/1/2022	101295636278	Vendor: POOLSURE	NOV WTR CONTROL LEASE SPLASH PAD	\$35.00	\$130.00
Purchase	11/1/2022	101295636277	Vendor: POOLSURE	NOV WTR CNTRL LEASE ASHLEY PARK	\$60.00	\$190.00
Purchase	11/1/2022	101295636762	Vendor: POOLSURE	SWIM CLUB BLEACH/ACID/MISC CHEMICALS	\$526.75	\$716.75
Purchase	11/15/2022	101295637216	Vendor: POOLSURE	POOL CHEMICALS ASHLEY PARK	\$591.00	\$1,307.75
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue Nov Mngt Svcs - Avalon Pool Pump	\$580.00	\$1,887.75
<b>Ending Balance:</b>					<b>\$1,792.75</b>	<b>\$1,887.75</b>

<b>GL Account: 546225 - R&amp;M-Parks &amp; Facilities</b>				<b>Beginning Balance:</b>	<b>\$1,041.73</b>	
Purchase	11/1/2022	102522-8855 ACH	Vendor: CARDMEMBER SERVICES	CC PURCH THRU 10/25/22 Amazon-liners	\$65.47	\$1,107.20
Purchase	11/8/2022	2250	Vendor: HEAVENLY COOLING and HEATING LLC	POOL BATHROOM EXHAUST FAN - DEPOSIT Pool Bathroom Exhaust Fan - Deposit	\$3,650.00	\$4,757.20
JE	11/30/2022	ACCRUAL	Journal Entry	Accrue November Mngt Svcs	\$857.24	\$5,614.44
<b>Ending Balance:</b>					<b>\$4,572.71</b>	<b>\$5,614.44</b>

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<b>GL Account: 549911 - Security Enhancements</b>					<b>Beginning Balance:</b>	<b>\$238.96</b>
Purchase	11/1/2022	028483501103022 ACH	Vendor: BRIGHT HOUSE NETWORKS - ACH	10/28/22-11/27/22 0050284835-01	\$114.98	\$353.94
Purchase	11/7/2022	028483401110722 ACH	Vendor: BRIGHT HOUSE NETWORKS - ACH	11/06/22-12/05/22 0050284834-01	\$123.98	\$477.92
					<b>Ending Balance:</b>	<b>\$238.96</b>
						<b>\$477.92</b>
<b>GL Account: 552030 - Op Supplies - Fuel, Oil</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
Purchase	11/1/2022	102522-8855 ACH	Vendor: CARDMEMBER SERVICES	CC PURCH THRU 10/25/22	\$24.76	\$24.76
					WAWA gas	
					<b>Ending Balance:</b>	<b>\$24.76</b>
						<b>\$24.76</b>

# HARMONY COMMUNITY DEVELOPMENT DISTRICT

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## SERIES 2014 DEBT SERVICE FUND

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
<b>GL Account: 361001 - Interest - Investments</b>					<b>Beginning Balance:</b>	<b>(\$5.42)</b>
JE	11/1/2022	TS 2	Journal Entry	Interest - Reserve	(\$2.62)	(\$8.04)
JE	11/1/2022	TS 3	Journal Entry	Interest - Prepayment	(\$0.32)	(\$8.36)
JE	11/2/2022	TS 1	Journal Entry	Interest - Revenue	(\$2.68)	(\$11.04)
					<b>Ending Balance:</b>	<b>(\$11.04)</b>

<b>GL Account: 363010 - Special Assmnts- Tax Collector</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	(\$4,039.27)	(\$4,039.27)
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	(\$85,611.36)	(\$89,650.63)
					<b>Ending Balance:</b>	<b>(\$89,650.63)</b>

<b>GL Account: 363090 - Special Assmnts- Discounts</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$197.52	\$197.52
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$3,424.45	\$3,621.97
					<b>Ending Balance:</b>	<b>\$3,621.97</b>

Department Name: Financial and Administrative (51301)

<b>GL Account: 549070 - Misc-Assessment Collection Cost</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$76.83	\$76.83
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$1,643.74	\$1,720.57
					<b>Ending Balance:</b>	<b>\$1,720.57</b>

Department Name: Debt Service Payments (51701)

<b>GL Account: 571006 - Principal Prepayments</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/1/2022	TS 10	Journal Entry	Principal Payment	\$70,000.00	\$70,000.00
					<b>Ending Balance:</b>	<b>\$70,000.00</b>

<b>GL Account: 572001 - Interest Expense</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/1/2022	TS 7	Journal Entry	Interest Expense	\$229,831.25	\$229,831.25
					<b>Ending Balance:</b>	<b>\$229,831.25</b>

# HARMONY COMMUNITY DEVELOPMENT DISTRICT

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## SERIES 2015 DEBT SERVICE FUND

Type	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
<b>GL Account: 361001 - Interest - Investments</b>					<b>Beginning Balance:</b>	<b>(\$7.41)</b>
JE	11/1/2022	TS03	Journal Entry	Interest - Reserve	(\$1.46)	(\$8.87)
JE	11/1/2022	TS05	Journal Entry	Interest - Prepayment	(\$5.42)	(\$14.29)
JE	11/2/2022	TS04	Journal Entry	Interest - Revenue	(\$1.44)	(\$15.73)
					<b>Ending Balance:</b>	<b>(\$8.32)</b>

<b>GL Account: 363010 - Special Assmnts- Tax Collector</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	(\$2,292.09)	(\$2,292.09)
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	(\$48,580.35)	(\$50,872.44)
					<b>Ending Balance:</b>	<b>(\$50,872.44)</b>

<b>GL Account: 363030 - Special Assmnts- Prepayment</b>					<b>Beginning Balance:</b>	<b>(\$237,578.26)</b>
JE	11/2/2022	TS06	Journal Entry	Ck 115255 Bankunified	(\$14,538.00)	(\$252,116.26)
JE	11/2/2022	TS07	Journal Entry	Ck 115288 Bankunified	(\$14,538.00)	(\$266,654.26)
JE	11/2/2022	TS08	Journal Entry	Ck 115307 Bankunified	(\$11,630.40)	(\$278,284.66)
JE	11/2/2022	TS09	Journal Entry	Ck 115303 Bankunified	(\$12,458.78)	(\$290,743.44)
JE	11/22/2022	TS10	Journal Entry	Ck 115434 Bankunified	(\$18,688.17)	(\$309,431.61)
JE	11/22/2022	TS11	Journal Entry	Ck 115454 Bankunified	(\$12,458.78)	(\$321,890.39)
JE	11/22/2022	TS12	Journal Entry	Ck 115376 Bankunified	(\$12,458.78)	(\$334,349.17)
JE	11/22/2022	TS13	Journal Entry	Ck 115365 Bankunified	(\$12,458.78)	(\$346,807.95)
JE	11/22/2022	TS14	Journal Entry	Ck 115352 Bankunified	(\$12,458.78)	(\$359,266.73)
JE	11/22/2022	TS15	Journal Entry	Ck 115342 Bankunified	(\$12,458.78)	(\$371,725.51)
JE	11/22/2022	TS16	Journal Entry	Ck 115322 Bankunified	(\$12,458.78)	(\$384,184.29)
JE	11/22/2022	TS17	Journal Entry	Ck 115486 Bankunified	(\$15,573.47)	(\$399,757.76)
JE	11/22/2022	TS18	Journal Entry	Ck 115535 Bankunified	(\$11,630.40)	(\$411,388.16)
JE	11/29/2022	TS19	Journal Entry	Ck 115853 Bankunified	(\$12,373.96)	(\$423,762.12)
JE	11/29/2022	TS20	Journal Entry	Ck 115864 Bankunified	(\$13,255.30)	(\$437,017.42)
JE	11/29/2022	TS21	Journal Entry	Ck 115791 Bankunified	(\$13,255.30)	(\$450,272.72)
JE	11/29/2022	TS22	Journal Entry	Ck 115813 Bankunified	(\$13,255.30)	(\$463,528.02)
JE	11/29/2022	TS23	Journal Entry	Ck 115779 Bankunified	(\$13,255.30)	(\$476,783.32)
JE	11/29/2022	TS24	Journal Entry	Ck 115817 Bankunified	(\$19,882.95)	(\$496,666.27)
JE	11/29/2022	TS25	Journal Entry	Ck 115600 Bankunified	(\$14,538.00)	(\$511,204.27)
					<b>Ending Balance:</b>	<b>(\$273,626.01)</b>

<b>GL Account: 363090 - Special Assmnts- Discounts</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$112.08	\$112.08
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$1,943.21	\$2,055.29
					<b>Ending Balance:</b>	<b>\$2,055.29</b>

Department Name: Financial and Administrative (51301)

<b>GL Account: 549070 - Misc-Assessment Collection Cost</b>					<b>Beginning Balance:</b>	<b>\$0.00</b>
JE	11/17/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$43.60	\$43.60
JE	11/21/2022	ASSESSMENTS	Journal Entry	RCVD ASSESSMENTS OSCEOLA COUNTY	\$932.74	\$976.34
					<b>Ending Balance:</b>	<b>\$976.34</b>



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## SERIES 2015 DEBT SERVICE FUND

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Department Name: Debt Service Payments (51701)

<b>GL Account: 571006 - Principal Prepayments</b>				<b>Beginning Balance:</b>	<b>\$0.00</b>	
JE	11/1/2022	TS30	Journal Entry	Principal Payment	\$1,165,000.00	\$1,165,000.00
				<b>Ending Balance:</b>	<b>\$1,165,000.00</b>	<b>\$1,165,000.00</b>

<b>GL Account: 572001 - Interest Expense</b>				<b>Beginning Balance:</b>	<b>\$0.00</b>	
JE	11/1/2022	TS27	Journal Entry	Interest Expense	\$194,887.50	\$194,887.50
				<b>Ending Balance:</b>	<b>\$194,887.50</b>	<b>\$194,887.50</b>

# **Subsection 8D**

## **Invoices and Check Register**

## Invoice Approval Report # 271

December 8, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ADVANTAGE GOLF CARS INC.	120122	R	\$ 10,961.00
		Vendor Total	\$ 10,961.00
BRIGHT HOUSE NETWORKS - ACH	028483401110722 ACH	R	\$ 123.98
		Vendor Total	\$ 123.98
CARDMEMBER SERVICES	102522-8855 ACH	R	\$ 90.23
		Vendor Total	\$ 90.23
FEDEX	7-940-04359	R	\$ 17.46
	7-961-03828	r	21.65
		Vendor Total	\$ 39.11
HARMONY CDD C/O U.S. BANK	111722-1	R	\$ 13,164.18
	111722-2	R	\$ 8,578.72
	120122-5	R	\$ 80,543.16
	120122-6	R	\$ 45,704.43
		Vendor Total	\$ 147,990.49
HEAVENLY COOLING and HEATING LLC	2250	R	\$ 3,650.00
	5172132	R	\$ 3,650.00
		Vendor Total	\$ 7,300.00
KUTAK ROCK LLP	3138030	R	\$ 9,816.38
		Vendor Total	\$ 9,816.38
MOBILE MINI, INC.	9015780837	R	\$ 90.00
		Vendor Total	\$ 90.00
ORLANDO UTILITIES COMMISSION-ACH	110922-9921 ACH	R	\$ 12,108.03
		Vendor Total	\$ 12,108.03
POOLSURE	101295637004	R	\$ 60.00
	101295637005	R	\$ 35.00
	101295637216	R	\$ 591.00
		Vendor Total	\$ 686.00
SERVELLO & SONS INC	22964	R	\$ 38,796.10
	23089	R	\$ 278.52
	23090	R	\$ 278.52
	23091	R	\$ 309.32
	23107	R	\$ 499.44
		Vendor Total	\$ 40,161.90
SUN PUBLICATIONS DBA	BEF96223-0001	R	\$ 185.09
		Vendor Total	\$ 185.09

## Invoice Approval Report # 271

December 8, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
TOHO WATER AUTHORITY - ACH	101822 ACH	R	\$ 11,082.50
		Vendor Total	\$ 11,082.50
WILLIAMS SCOTSMAN, INC. - EFT	9015775339 EFT	R	\$ 526.75
		Vendor Total	\$ 526.75
Total Invoices			\$ 241,161.46

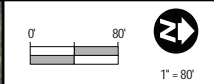
# **Section 9**

## **New Business**

# **Subsection 9B**

## **Billy Trail**





**BILLY'S TRAIL**  
**ENCLAVE AT LAKES OF HARMONY**  
**HARMONY COMMUNITY DEVELOPMENT DISTRICT**  
**OSCEOLA COUNTY, FLORIDA**



Pegasus Engineering, LLC  
301 West SR 434, Suite 309  
Winter Springs, Florida 32708

Office 407-992-9160  
Fax 407-358-5155

State of Florida Board of Professional Engineers  
Certificate of Authorization No. 27770

JOB NO:	MSC-22055
DRAWN BY:	DCG
APPROVED BY:	DWH
DATE:	11/2/2021

**EXHIBIT**

**1**



# **Subsection 9C**

## **Cover Sheet**

Who: Staff

What: Continued Public Hearing to Adopt the Amended & Restated Rule Regarding District Waterways & Boating Facilities, Resolution 2023-01

When: 11/17/22

Budget Impact: TBD- Change of fee

Decision: Adopt the Amended Policies