

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT  
AGENDA PACKAGE**

**Thursday, February 23, 2023**

**Remote Participation:**

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

--or--

Call in (audio only) **929-205-6099, ID 4276669233**



313 CAMPUS STREET  
CELEBRATION, FLORIDA 34747  
(407) 566-1935

# Harmony Community Development District

## Board Members:

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

## Staff:

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

## Meeting Agenda

Thursday, February 23, 2023 - 6:00 pm

- 
1. **Call to Order and Roll Call**
  2. **Audience Comments on Agenda Items – Three (3) Minute Time Limit**
  3. **Contractor Reports**
    - A. Benchmark
  4. **New Business**
    - A. Discussion of Growth in Harmony and East St. Cloud..... Page 4
    - B. School District of Osceola County, Learn to Swim Program ..... Page 13
    - C. Consideration of Resumes to Fill Vacant Seat #4 ..... Page 18
  5. **Staff Reports**
    - A. Field Manager Report ..... Page 28
      - i. Fence Proposals, A&C #7101, Ashley Fence, Lasrasy Fence ..... Page 57
    - B. District Engineer Report
    - C. District Counsel Report
      - i. Attorney Charge Review ..... Page 59
    - D. District Manager Report
  6. **Consent Agenda**
    - A. Minutes from the Regular Meeting of January 26, 2023 ..... Page 73
    - B. January 2023 Financial Statements ..... Page 146
    - C. January 2023 Invoices and Check Register ..... Page 161
  7. **Old Business**
  8. **Supervisor Requests**
  9. **Adjournment**

*The next meeting is scheduled for Thursday, March 30, 2023 at 6:00 p.m.*

## District Office:

313 Campus Street  
Celebration FL 34747  
407-566-1935  
<https://zoom.us/j/4276669233>  
[www.harmonycdd.org](http://www.harmonycdd.org)

## Meeting Location:

3285 Songbird Circle  
St. Cloud, FL 34773  
Participate Remotely: Zoom

OR dial 929-205-6099, ID 4276669233

# **Section 4**

## **New Business**

## **Subsection 4A**

### **Growth in Harmony and East St. Cloud**



# Harmony DRI DRI Rescission

Exhibit D  
Public School Mitigation Agreement

## **PUBLIC SCHOOL MITIGATION AGREEMENT**

BIRCHWOOD ACRES LIMITED PARTNERS, LLLP, a Florida limited liability limited partnership (hereinafter "**Birchwood**") or its successors, and THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (hereinafter "**the District**"). Birchwood and the District are sometimes referred to collectively as the "**Parties**" or individually as a "**Party**".

WHEREAS, the Corrected Fourth Amended and Restated Development Order for the Harmony DRI (f/k/a Birchwood DRI) as recorded in the Public Records of Osceola County, FL, Book 2684, Page 2449 (hereinafter "**the Development Order**") mandates that the parties hereto enter into a mutually acceptable agreement regarding the mitigation of deficiencies in public school facilities created by the development of the Harmony DRI.

WHEREAS, Resolution No. 06-38 by the School Board of Osceola County, Florida, dated April 4, 2006, directs the Superintendent to negotiate the required Agreements for the development of a permanent K-5 school within Harmony.

WHEREAS, the Parties agree that compliance by Birchwood with the terms, conditions and obligations more particularly set forth hereinafter will mitigate any deficiency in public school facilities created by the development of the Harmony DRI; and

WHEREAS, the execution of this Agreement has been duly and lawfully authorized by the District and Birchwood.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Birchwood shall donate to the District a site within the Harmony DRI ("**School Site**") which shall consist of approximately 9.86 net usable acres, and more fully described in the legal description attached hereto as **Exhibit "A"**, suitable for the construction of a permanent K-5 school, and the site will support the development of the school in accordance with Osceola's school construction standards. The School Site will be donated at no cost to the District, and is estimated by Birchwood to have a market value of \$4,000,000.00.

The School Site will front Schoolhouse Road and shall have direct access to Highway 192/441. Birchwood shall install, at its sole cost and expense, all utilities and related infrastructure to service the School Site, to the adjacent Schoolhouse Road right-of-way, which shall be sufficient for the school and readily accessible to the School Site. Birchwood shall reserve, or cause to be reserved, a non-exclusive storm water drainage easement over the adjacent retention pond, for the benefit of the School Site, at the time the School Site is platted, and agrees to execute and record any and all necessary drainage easements. Birchwood and District shall coordinate the delivery of the above referenced utilities and

related infrastructure in order to meet the construction schedule set forth in paragraph 6 below.

The District shall be solely responsible for the costs for all site preparation, including any fill dirt required, and for the construction and cost of all on-site and site-related infrastructure necessary to support the school facilities to be constructed on the School Site.

The Parties acknowledge and agree that Birchwood will prepare and record boundary plats encompassing the School Site prior to conveyance from Birchwood to the District. Further, the Parties acknowledge and agree that the legal description for the School Site attached hereto as Exhibit "A" will be replaced with the legal description per the plat representing the School Site.

3. Birchwood will furnish the Special Warranty Deed (the "Deed"), Closing Statement, corrective instruments, if any, and an appropriate and customary affidavit of Birchwood as assurance against the existence of outstanding rights, which could form the basis for mechanics' liens, unrecorded easements, or claims of parties in possession. Such Birchwood's affidavit will be in a form acceptable to the Title Company (as hereinafter defined) to eliminate the standard exceptions for mechanics' liens, unrecorded easements, and parties in possession.

4. Birchwood shall, at Birchwood's sole cost and expense, on or before thirty (30) days prior to the date of Closing, deliver a boundary survey of the School Site to the District (the "Survey"). The Survey shall be prepared by a land surveyor, duly licensed and registered in the State of Florida, shall set forth the legal description of the School Site and will be certified by such surveyor to The District, Birchwood, Birchwood's attorney and the Title Company issuing the Commitment, or otherwise certified in a form satisfactory to Birchwood's attorney and such Title Company to eliminate the standard survey exceptions from the title insurance policy to be issued at Closing.

5. Birchwood shall convey the School Site to the District on or before thirty (30) days after the recording of the boundary plat, but not later than December 20, 2006. Birchwood shall grant to the District the right to commence its design/construction work prior to conveyance of the School Site.

6. Within sixty (60) days of execution of this Agreement by all Parties, Birchwood shall amend its existing agreement with Schenkel & Shultz architectural firm to provide for the design, engineering, permitting and construction phase services necessary to construct the K-5 school facilities with approximately 1,100 student stations (the "**Harmony Community School**"), including all related infrastructure and support facilities sufficient for a K-5 school constructed in accordance with SREF and the general terms, conditions and standards pertaining to the construction of educational facilities serving K-5 in Osceola County (the "**Design Agreement**"). The form, terms and conditions of the Design Agreement shall be subject to the prior written approval of the District.

The design shall be substantially in conformance with the Schenkel & Shultz prototype design used at Stevens Plantation, subject to such design modifications as requested by Birchwood and/or the District.



To maintain a consistent and harmonious architectural theme, Birchwood may direct Schenkel & Schultz, at Birchwood's sole expense, to incorporate a series of upgrades, including but not limited to, enhanced landscaping, architectural features and signage, and other matters not expressly listed herein into the design of the Harmony Community School. Birchwood shall be solely responsible for the prompt payment to the District for any upgrades over and above the cost of those architectural elements and site improvements normally provided in the design and construction of the District's prototype, at the time the District receives a Request for Payment(s) from the school facility contractor for the designated upgrades.

The Design Agreement for the design services described herein for the Harmony Community School, by and between Birchwood and Schenkel & Schultz shall be fully assignable to the District upon execution by Birchwood and Schenkel & Schultz. The District shall assume all rights, terms, conditions and obligations for payment as defined in the Design Agreement, except as provided for in the preceding paragraph.

Birchwood shall provide sufficient staff to assist the District and Schenkel & Schultz in the coordination of the design, engineering, permitting and construction of the Harmony Community School and related infrastructure.

The District shall use its best efforts to direct Schenkel & Schultz to expeditiously proceed with the design, engineering and permitting of the Harmony Community School, and shall devote best efforts to accomplishing the completion and occupancy of the school on or before June, 2008.

7. Birchwood will provide to the District, a line of credit, (herein called "Construction Loan"), not to exceed Twenty Million Dollars (\$20,000,000.00), subject to commercially reasonable terms and conditions to be mutually acceptable to all Parties, for the sole purpose of funding the cost of design, engineering, permitting and construction of the Harmony Community School. The Construction Loan, shall be reduced by any amount previously paid by the District or Birchwood to fund the Harmony Community School. The outstanding Loan (amounts funded by Birchwood) if any, shall bear an interest rate of prime. Interest shall accrue on the outstanding Loan from the date of the Loan thereof at the prime rate of Bank of America, N.A. or its successor in interest (as announced by Bank of America, N.A. or its successor in interest, from time to time), as that rate may change from time to time ("Interest Rate"). The Interest Rate shall be calculated monthly.

The District will issue Birchwood "Revenue Anticipation Notes" pursuant to section 1011.14, Florida Statutes, at the time the Loan is made, which will have a final maturity, including all renewals, no later than five (5) years from the date of initial issuance or April 1, 2012, whichever is earlier. The cost of obtaining and maintaining the Loan shall not be charged to the District, and the District shall only be responsible to repay the principal and interest on funds actually drawn from the Loan. Should the District elect to utilize the Loan as described above, the District shall provide written notice to Birchwood not less than sixty (60) days prior to the date of which the District desires to make a draw upon the Loan.

8. The District agrees to operate the Harmony Community School as a K-8 until such time as the District constructs and opens a middle school that accepts grades 6 thru 8 students attending school in Harmony. At that time, the Harmony Community School will operate as a K-5. The District further agrees that Harmony resident students shall have first priority to attend the Harmony Community School.

To the extent allowed by state and federal law, the District shall establish school attendance zones which allow the students residing within the Harmony development to attend the school to be built by the District within the Harmony DRI. Subject to the recognition of the parties that attendance zones and the decision concerning which students attend a particular school are mandated by law to be governmental decisions reserved solely to the District and non-delegable, the parties intend the grade K-5 school to be constructed to be the zoned school for all Harmony DRI residents with children subject to grades K-5 attendance, to the extent the K-5 school has sufficient capacity. In the event the K-5 school does not have sufficient capacity for all Harmony DRI residents with children subject to grades K-5, then the District may zone such students to other schools within Osceola County, in its sole discretion. Notwithstanding the above, in the event the District, in its discretion, determines that a student must or should attend a special centered program or attend any program or school located elsewhere due to the special needs of such student, the District may exercise such discretion. This decision to assign a particular student to another school due to such student's special needs is a power which must be reserved in the discretion of the District, and such discretion may be exercised without limitation, for reasons such as the betterment of the educational program, maintenance of proper discipline and decorum in the schools, or for such other reasons as is indicated for the education of the particular student.

9. The District agrees that upon completion of the Harmony Community School, the residents of Harmony shall be allowed to utilize the recreational fields and other recreational facilities constructed as part of the School Site, at times when they are not specifically reserved for school functions or during normal school hours of operation. The residents shall coordinate such use through the school principal, and shall execute facility use agreements pursuant to established District policy, for use of the school facilities.

10. Birchwood and the District acknowledge that there may be certain circumstances by which the utilization of portable classrooms may be necessary for an interim period, during construction of permanent school facilities. The Parties agree that portable classrooms will not be utilized on the School Site on a permanent basis. For purposes of this provision, an interim period shall be defined as any period of 24 consecutive months during any 5 year period.

11. So long as Birchwood shall remain in compliance with the terms of this Agreement, the public school facilities mitigation requirement imposed upon Birchwood by the Development Order shall be conclusively deemed fulfilled.

12. Each Party hereto shall pay its own attorney's fees, engineering fees, survey costs or other expenses incurred in connection with the negotiation, preparation, evaluation, or breach of the Agreement.



13. This Agreement embodies the entire understanding of the Parties with regard to the matters set forth herein. The making, execution and delivery of this Agreement have not been induced by any representations, statements, warranties or agreements not specifically set forth herein. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Agreement, and the transactions contemplated thereby. Each party warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter this Agreement and to perform its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals this 26 day of July, 2006.

**"BIRCHWOOD"**


Birchwood Acres Limited Partnership, LLLP,  
a Florida Limited Liability Limited Partnership

By:   
James L. Lentz, President

**"DISTRICT"**

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

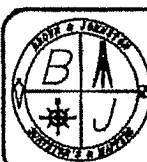
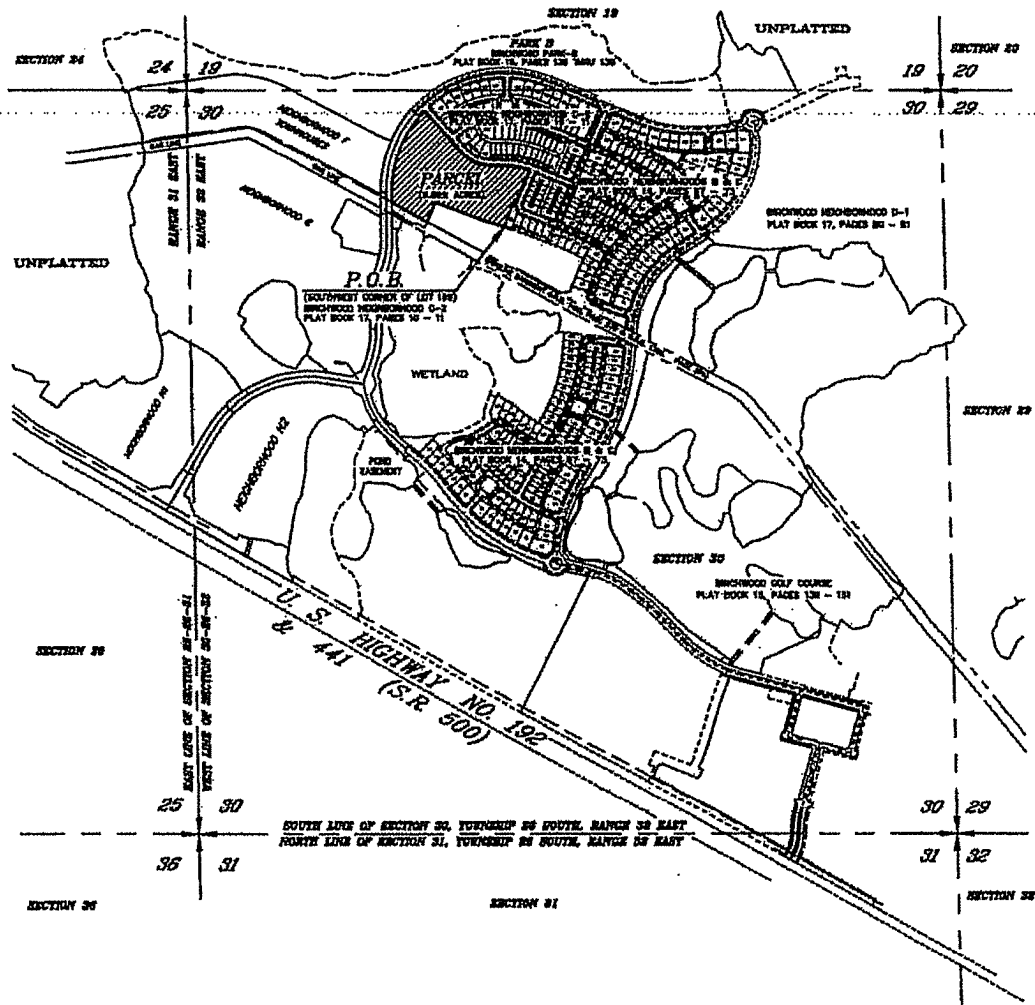
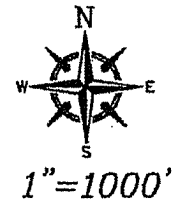
By: \_\_\_\_\_  
Thomas E. Chalifoux, Jr., Chairman

ATTEST:  
By:   
Blaine A. Muse, Superintendent

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# SKETCH OF LEGAL DESCRIPTION

SHEET 1 OF 2



**BROWN & JOHNSTON, INC.**  
LAND SURVEYING • MAPPING • CONSULTING  
1321 VERNON AVE. ST. CLOUD, FLORIDA 34788  
PHONE: (407) 891-7045 FAX: (407) 891-2263  
RICHARD D. BROWN, P.S.M.  
ROBERT D. JOHNSTON, P.S.M.

## SURVEYOR'S NOTES:

1. THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
2. ADJACENTS SHOWN HAVE NOT BEEN SURVEYED.
3. BEARINGS ARE BASED UPON RECORD PLAT.

REQUESTED BY:  
STEVE BOYD

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA.

## MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 169, BIRCHWOOD NEIGHBORHOOD C-2, AS FILED AND RECORDED IN PLAT BOOK 17, PAGES 10 THRU 11, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S69°14'25"E, A DISTANCE OF 71.49 FEET; THENCE N72°52'48"W, A DISTANCE OF 229.89 FEET; THENCE N70°17'45"W, A DISTANCE OF 363.26 FEET; THENCE S23°35'43"W, A DISTANCE OF 146.10 FEET; THENCE N61°33'50"W, A DISTANCE OF 286.42 FEET; THENCE N00°11'02"W, A DISTANCE OF 66.48 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N89°49'01"E, A RADIAL DISTANCE OF 803.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°31'59", A DISTANCE OF 329.82 FEET; THENCE N23°21'00"E, A DISTANCE OF 21.16 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 803.00 FEET AND A CENTRAL ANGLE OF 17°38'20"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 247.21 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'27", A DISTANCE OF 35.84 FEET; THENCE N83°22'45"E, A DISTANCE OF 15.76 FEET; THENCE S41°01'21"E, A DISTANCE OF 375.23 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 303.00 FEET AND A CENTRAL ANGLE OF 48°34'59"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 256.92 FEET; THENCE S89°36'20"E, A DISTANCE OF 85.84 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 561.50 FEET AND A CENTRAL ANGLE OF 17°06'37"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 167.68 FEET; THENCE S24°15'37"E, A DISTANCE OF 17.60 FEET; THENCE S23°21'57"W, A DISTANCE OF 224.94 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 76.50 FEET AND A CENTRAL ANGLE OF 24°45'31"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 33.06 FEET; THENCE S87°13'19"W, A DISTANCE OF 21.51 FEET; THENCE S20°45'35"W, A DISTANCE OF 151.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.89 ACRES, MORE OR LESS.



# **Subsection 4B**

## **School District of Osceola County - Learn to Swim**

School District of Osceola County  
Learn to Swim Program for Kindergarten

Program has been in the district for multiple years, in which Harmony Pool was used, but was suspended in 2020 due to Covid. The School Board voted to reimplement the program starting April 2023.

Harmony Community School students would walk to the pool with their teachers.

**Dates:**

8 day program over two weeks (Mon, Tue, Thu, Fri)

Preferred weeks are April 10-21, but can make later dates work if necessary

School provides certified swim instructor and lifeguard

**Times:**

Between the hours of 9am-2pm.

**Number of students**

Approximately 20 per hour

Certificate of liability insurance will be provided

HARMONY COMMUNITY DEVELOPMENT DISTRICT  
PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

**IMPORTANT:** Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

**APPLICANT INFORMATION**

Name of Entity/Organization/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Organization:   ☐ Non-Profit            ☐ Commercial            ☐ Government            ☐ Private  
If Non-Profit, does your organization hold a current 503(c)(3) certificate?   ☐ Yes    ☐ No

Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**EVENT INFORMATION**

Type of event: \_\_\_\_\_

Requested location: \_\_\_\_\_

Event date(s): \_\_\_\_\_ Times From: \_\_\_\_\_ (a.m./p.m.) To: \_\_\_\_\_ (a.m./p.m.)

Anticipated # of attendees: \_\_\_\_\_ What age group? \_\_\_\_\_

**NOTE:** *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.*

**DAMAGE DEPOSIT**

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

## VENDORS/MERCHANDISE

*Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.*

How many vendor/merchandise locations will your event require? \_\_\_\_\_

Please describe vendors/type that will occur on day of event: \_\_\_\_\_

\_\_\_\_\_

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☐ No

## CATERING

Will your event require catering? ☐ Yes ☐ No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/ Pager: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTACT INFORMATION

*Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.*

### Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

### Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

## INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

## SIGNATURE OF APPLICANT/EVENT ORGANIZER

### ACKNOWLEDGEMENT:

- *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: \_\_\_\_\_

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

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

## APPROVAL FROM HARMONY CDD

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

# **Subsection 4C**

## **Resumes**

Hello Angel,

I would like to apply for the CDD position. Below is my information.

1. Lucas Chokanis
2. 3413 Middlebrook Place, Harmony, FL 34773
3. Electrical Engineer
4. BSEE, MSEE
5. 12 years of in my field of engineering which includes various review boards of debating and determining the best solution for very complex problems.
6. I've lived in Harmony since 2013 with a family of 4, my wife, daughter and son. I led a petition on our street to get a playground built on our street, presented it to the CDD board and it was approved.
7. As our community continues to evolve, I want to be involved with those changes.

Best,  
Lucas

Angel

Good afternoon, I am sending you this email with intent to apply for the open seat on the CDD board. Please see the required information below.

1. Your name (Joseph Davis)
2. The address of your legal residence (3415 Feathergrass Ct, Harmony FL, 34773)
3. Your occupation (Sales & Service Manager of the America's for JBTC Corporation out of Orlando FL. I manage 17 employees throughout the US, Canada and South America. My duties are to provide customer service regarding purchases of new equipment, logistics, repairs and training. I am responsible for over 50,000 pieces of heavy equipment that serve aircrafts while on the ground).
4. Your educational background ( I have an Associates Degree in Specialized Technology from the Pittsburgh Institute of Aeronautics, a Bachelor's in Business from Columbia Southern University and am about 3/4 through my MBA from the same University)
5. Any special skills you have that might be helpful in serving on the Board ( I have served on a board before as Director, VP and President of a Bowling association for town I lived in. My duties included setting up and running meetings, follow up with constituents and providing oversight for growth in membership while adhering to a very tight budget)
6. Any other information you would like to provide ( I am an objective person by nature, I prefer to deal in facts not emotions. I believe my experience in my professional and personal life will provide the other board members and citizens of Harmony a perspective dealing in information and ways to improve as the community grows).
7. Why you would like to serve on the Board ( I feel there is a great deal of tension in the community that can be channeled. My goal would be to put the minds of the community at ease and reinforce them the CDD is focused on growth and providing them the best commodities for their families).

Thank you for the consideration



To Whom It May Concern:

My name is Brayden Evans and my family moved here to Harmony November, 2021. My wife, Abbey is the middle school secretary here in Harmony and my daughter attends Harmony Elementary. Having lived here a year now we have gotten to meet alot of our neighbors and community members. This truly is a great place to raise a family and live.

I am a local Insurance agent (writing all lines of business in Indiana and Florida). I work from my home and am out in the community everyday. I would like to put my name in the pot for joining the CDD board.

I graduated Indiana University in 2013 with a Bachelor's of Science in Social Studies Education. I taught Middle and High school for four years before becoming an Insurance agent. Growing up my family owned and operated several businesses, so I have always had a good mind for budgets and love meeting new people. I would be very interested in joining and helping out in anyway I can.

I live at 3345 Bracken Fern Drive  
My cell phone 812 798 2199  
My office phone 689-888-1300

## **Brady Evans**

Insurance Advisor

Gredy Insurance Agency

Indiana & Florida Offices

Phone: 689-888-1300 Florida Office

Phone: 812-337-3333 Indiana Office

Fax: 812-323-2955

Email: [brady@gredyinsurance.com](mailto:brady@gredyinsurance.com)



Fred Meek  
6848 Sundrop Street, Harmony, FL 34773

Project Manager/Office Manager/Commercial Diver/Photographer

Level of Education - Some College/Technical School

Special Skills -

22 Years of experience with same employer/partner/owner of company

Responsible for the management of several multi-million dollar inspection contracts throughout the State of Florida

Technical Writer

Budget establishment

RFP analysis

Commercial Diver, specializing in structural inspections of bridges

Manage an office of 30 people

Analysis of RFP's, budgets, prioritization of repairs of bridges and structures

Skilled in the use of electronics and current/future technology trends

Photography (land and aerial photography)

Thorough and deep understanding of engineering,

I'd like to serve on the CDD Board for the following reasons -

Fiscal accountability to the community

Younger voice in the community. I often get out and see neighbors, listen to their concerns

Examine concerns/issues from all angles, often offering a creative approach to a solution

Help prioritize short-term vs long-term repairs to the community

Give second opinions on performance of contractors because I understand the

RFP/Repair/Accountability/Fulfillment steps

No nonsense approach to accomplishing tasks

Vested interest for the long-term viability of this community. I own a home in Harmony and have no future plans to leave this community

Thank you,  
Fred Meek

# JACQUELINE MEEK

Harmony, US 34773 | applestrudelgrl@aol.com

February 03, 2023

Harmony Community Development District

RE: Board Member

Dear District Manager and Board Members,

I saw your job posting on the Harmony CDD's website and am interested in learning more about Harmony Community Development District. I think that my skills make me a good fit for this opportunity, and I hope to be considered for the job.

My bachelor's degree in Education combined with training and experience has provided me with a great foundation of knowledge and skills. I learn new processes quickly and I'm well-versed with public relations, problem-solving and detail oriented. I have a resourceful approach to problem-solving, tackling challenges head-on and I consider obstacles learning experiences. I'm a people person with high energy and a lot of ambition to succeed.

I would greatly appreciate your review of my enclosed resume and outlined credentials. I believe that I can be a valuable addition to Harmony Community Development District and our community's goals. At your convenience, I am available for an interview or further discussion. I look forward to your response.

Sincerely,  
Jacqueline Meek

*Jacqueline Meek*



# JACQUELINE MEEK

applestrudelgrl@aol.com | (407) 319-8605 | Harmony, US 34773

## Summary

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Attentive and adaptable educator skilled in management of classroom operations and procedures in a fast pace working environment. Studious and passionate educator with extensive knowledge of education, curriculum, and instruction. Committed to effectively building and maintaining strong relationships with scholars, families and colleagues. Outgoing and friendly with fantastic attention to detail.

## Skills

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- Curriculum Implementation
- Strong Verbal and Written Communication
- Course Development Experience
- Organizational Skills
- Training & Development
- Data Management
- Team Collaboration
- Problem-Solving
- Multi-task Oriented
- Time Management
- Customer Service
- Detail-Oriented

## Experience

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Osceola County School District |  
Kissimmee, FL

**Teacher**

08/2007 - Current

- Proficient in Outlook, Microsoft 365, TEAMS, LMS, and Zoom
- Prepared and presented lesson plans in academic subjects using traditional and modern teaching techniques.
- Participated in workshops, trainings and conferences to improve educational skills.
- Identified and documented learning achievements by reporting outcomes, performance information and program adjustments used to boost comprehension.
- Held conferences with parents to address questions, discuss academic progress and encourage learning goals.
- Met with administrators and department team members to work on curriculum planning and assessment methods.

Orange County Public Schools | Orlando,  
FL

**Teacher**

01/2004 - 06/2007

- Planned and implemented integrated multi grade level lessons to meet national/state standards
- Assessed students' progress and met with parents to discuss their children's progress
- Developed and deepened relationships with students, family members, and faculty to promote optimal student learning environments
- Conduct small group and individual classroom activities with them based on differentiated learning needs to ensure that all students are learning to their full potential
- Gathered, analyzed, and tracked student progress data.

## Education and Training

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University of Central Florida | Orlando, FL

**Bachelor of Arts**

12/2003

Valencia College East Campus | Orlando, FL

**Associate of Arts**

05/2002

**Certifications**

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- Florida Reading Endorsement (K-12)
- Florida ESOL Endorsement (K-12)
- Florida General Education (K-6)

Angel,

I'd like to formally submit my name for consideration to the vacant CDD seat.

Regards,  
Kevin Shirley

Kevin Shirley  
3366 Cat Brier Trail, Harmony, FL 34773  
Federal Sales  
Computer Engineer

My family has lived in Harmony since it's inception. I am raising my children here and I have a deep commitment to this community. I want to see families flourish here and not be burdened with ever increasing taxes while the amenities promised disappear or fall into disrepair.

1. Your name: Violetta Wilczynski
2. The address of your legal residence: 3115 Dark Sky Dr Harmony
3. Your occupation: Trauma Marriage and Family Therapist
4. Your educational background: Master of counseling - Marriage and Family Therapy- Trauma Therapist- Crisis response, Play therapist
5. Any special skills you have that might be helpful in serving on the Board: My formal education has taught me to keep a cool head and keep situations from escalating, and becoming ugly or out of control. This skill is for both face to face or via written forms of communication!! I have a gift for finding the middle ground people can live with!! I also handle groups or at least three generations at one setting. Multi- points of view at once allowing all to feel heard and have not lost their pride in heated confrontation!
6. Any other information you would like to provide: I have Bookkeeping background plus am an extremely avid researcher!! For quotes or calling the appropriate personal for each job or community distribution.
7. Why you would like to serve on the Board: Our family ( three generations ) has loved it here in Harmony for the past 2018 to current. I have wanted to serve sooner but was not able to due to family illness! Our community needs many different skill set people and with our current board I feel we would be able to help out together easily without too much of a change over. My personality is free flowing and easy to get a long with but with the ability to speak and not be a yes people pleaser!!! I look forward to working with the current board and helping in difficult situations when everyone feels left out or overly optimistic with aggressive words that help no situation!! Thank you for your time and consideration! Violetta Wilczynski, M.S. 352-717-0132

# Michael Skalyo

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## Professional Experience

**Senior Program Manager – Train Control Operations Support, Wabtec** – West Melbourne Florida 2022 – Current

- Responsible for on-time / on-budget delivery of dispatch, signaling and/or PTC customer facing projects.
- Lead project coordination, contract acceptance/ closeout and client interface.
- Accountable for contract management, change management and proposal activities to capitalize on opportunities to ensure profitability.
- Owns customer relationship management for multiple accounts and programs from project initiation phase through to implementation and post-delivery support.
- Reports directly to the Senior Program Management Director for the Transit / Commuter segment.

**Advanced Lead Project Engineer – Digital Solutions, GE Transportation a Wabtec Co** – West Melbourne Florida 2019 – 2022

- Leading the development of the advanced controls for the world's first Battery Electric Locomotive for BNSF and CARB
- Program Champion owning execution of several strategic business critical releases
- Program Champion for the Trip Optimizer Product Improvement feature deck

**Scrum Master – Digital Solutions, GE Transportation** – West Melbourne, Florida 2014 - 2019

- Agile Transformation champion, formed 4 scrum teams and championed successful transition into the SAFe methodology to achieve improved productivity.
- Facilitated the SAFe processes and execution to resolve and escalate impediments, manage risks, help assure value delivery, and drive continuous improvement.
- Implemented a distributed multi-team software/hardware delivering continuous value to customers. In partnership with Customer Program Managers and Engineering Leaders to define value stream program objectives, and drive release train deliverables, cost estimates and schedules.

**Lead Program Management Engineer – Digital Solutions**

- Led NPI team to enable an additional EPA certified 5% annual fuel saving applying Trip Optimizer and Smart Horse Power per Ton. Trip Optimizer is being used by customers around the globe, resulting in 20% improved Train Handling
- 2019 GE Transportation Technology Excellence Award for Outstanding Product Implementation.
- Led 50 engineers team, implemented multiple projects, significantly improved fuel savings, & enabling technology for autonomous transportation.
- Contributed to the improvement of the Energy Management and On Time Delivery 18% to 89% in 2 years.
- Aligned resources between GE Transportation businesses, vendors, and customers to meet contractual commitments.



- Directing the successful rehabilitation of the Top 5 business pain point programs.

#### **Systems Control Engineer – Train Controls – Erie, Pennsylvania**

- Develop advanced control for aftermarket requisition, enabled 3% fuel efficiency
- Implemented Smart Horse Power per Ton program - Phase2 to achieve an incremental 3% fuel savings for key customer; CSX, BNSF, FEC, VALE, & KCS
- Contributed to the integrated software, resulted in 10% cycle time reduction and a 5% reduction in defects. Enabled software to reduce emissions by 70% for the Tier4 Evolution locomotive.

#### **Systems Control Engineer – Heavy Duty Gas & Steam Turbine Controls – Greenville, South Carolina 2008 - 2014**

- Upgraded and improved HD turbine control systems to improve the performance, efficiency, and reliability of the high-volume key 6B, 7-9EA, 7-9FA gas turbine fleets.
- Developed and implemented Premix Recovery Transfer system to allow steady state energy operation, saved operational costs and improved grid stability.
- Co-Inventor - GE Energy Controls Health Advisor, US Patent 251591. Enabled rapid interrogation of control code for Technical Information Letters. This allowed installation of upgraded packages to improve system response.
- Analyzed 4000 turbine trips, identified \$39 million savings, 20% increase in customer orders.
- Advanced software package increased global sales by \$620,000.

#### **Academic Studies – Bachelor of Science 2002 – 2007**

- Funded with earnings during 1995 - 2002

#### **Engineering Consultant – Orlando, Florida 1995 - 2002**

##### **PSI (Professional Services International)**

- Roofing and water proofing consultant, general engineering technical services and inspections

##### **Law Engineering, Environmental and Geotechnical Services International**

- NDE inspections of weldments and roller coaster - Universal Studios and Bush Gardens.
- Roofing and water proofing lead inspector for Orange & Brevard County Schools reroofing projects.

##### **Contract NDE Inspection**

- NDE inspections of weldment at oil refineries and ship yards at Christiansted, St. Croix, United States Virgin Islands; Rosenberg Texas; New Orleans Louisiana; Lakeland and Jacksonville Florida

##### **Commercial Diver - Deep Sea & Coastal Region**

##### **Underwater Engineering Services – Port St. Lucie, Florida**

- Diver specializing in NDE inspections of weldments underwater and concrete piling.

## **Education**

#### **Executive Master of Business Administration**

Crummer Graduate School of Business, Rollins College – Winter Park, Florida  
Fall 2022 Cohort

#### **Bachelor of Science, Aerospace Engineering Focus in Astronautics**

Embry-Riddle Aeronautical University – Daytona Beach, Florida 2002 - 2007

## **Associates of Science, Marine Technology**

College of Oceaneering – Wilmington, California 1994 - 1995

### **Training & Certification**

- SAFe 4.0 Scrum Master from Scaled Agile & Certified Scrum Master from Scrum Alliance
- PMI Project Management – GE Energy
- Lean Six Sigma Greenbelt – GE Energy
- CATIA – Advanced 3D Modeling System
- NDE Level II – across broad scope techniques including VT, UT, PT, MT, RT, LT
- Commercial Air Diving
- Hyperbaric Chamber operation – charts and treatments
- Master SCUBA diver

My name is Michael Skalyo. I am writing to introduce myself to the voting members of the CDD Board and to the broader Harmony community. Please consider this my letter of intent to be brought to bear all my experiences thus far to be a good steward of the vision of the Harmony preserve.

My personal journey to this point has been a little unconventional when compared to the traditional student. After graduation from West Orange High School in Winter Garden Florida I moved across the country to California to attend the College of Oceaneering. My thought at the time was that I was already a certified scuba diver so why not make a living at it. Perhaps it would afford me the funds necessary to attend a major university. In short order I completed the program excelling at the physical and intellectual aspects of the surface supplied deep water training incorporating diving bell, hyperbaric chamber operation/certification to US Navy Dive Tables, and specialty focus on non-destructive inspection techniques both topside and applied underwater. While attending I also continued my scuba certifications successfully completing both Master Diver and Dive Master. With these new skills I was off; coastal diving offshore in Key West Florida to repair a concrete dolphin piling and water blasting to schedule 4 ship hull inspection in Tampa Bay Florida for vessels in lieu of dry dock. It was at this point that I started exploring the non-destructive testing skills I had earned. Including, oil refinery turnarounds globally, power plant outages across the continental United States, locomotive wheel inspection, paper mill boiler inspections, roller coaster and ride inspections at Universal Studios Islands of Adventure Orlando and Bush Gardens Tampa Florida, finally taking an extended contract role with a third-party inspection company at Hess Oil Virgin Island Corporation in St Croix USVI. Sprinkle in some parttime undergraduate studies along the way before doing some self-reflection and finding my life and careers left me wanting.

It was at this inflection point, when I was twenty-five years old, that I transferred to Embry-Riddle Aeronautical University in Daytona Beach Florida where I pursued a dream of space and the great beyond. I had discovered during those previous years there was a great deal of life and knowledge I didn't know anything about, and my ignorance was bordering arrogance. At this intersection of time and space that my family started to grow and rather fast. Add in working fulltime in the service industry to keep the lights on and the little bellies full. Now I knew it, I had no other choice but to boldly go forward with the real weight of new life firmly upon me. I gotta be honest, it wasn't easy. If ever one wanted to test the depths of their fortitude and perseverance this is the way. I was exhausted in every way imaginable and struggled at times (more than I care to admit) to make sense of my classes, but failure was not an option. My priorities had shifted, now with a beautiful wife by my side and 3 young boys to raise into men; I needed this degree, I now had dependents. After some wins and quite a few losses it was complete, I had done it. I proved to myself, and for that matter anyone else that doubted, that no matter the odds I could succeed I would find a way. Graduation was upon me before I knew it and my time at Riddle had come to an end. The year was 2008.

The bubble had burst, the jig was up, the whole country plummeted into depression. The shuttle program was announced as end of life and there wasn't a replacement program. The options for the space industry seemed to melt away before my eyes. Who was the smart guy now with a degree in Aerospace Engineering and a focus in Astronautics? Could have traded it for a rubber door stopper, I felt so stupid. Ah, but the fundamentals of engineering are the same; I could pivot, I could find a way. Building space vehicles may have been out of the cards for me, but curiosity was still the key. I was interested in other cool technologies and the possibility of what could be. No lie, I must have applied to at least 3000 different engineering roles to get that first real job as a design engineer. Enter General Electric Power and Water.

I was a newly minted Systems Control Engineer at GE Power and Water in Greenville South Carolina working on aftermarket control system upgrades for heavy duty gas and steam turbines. I was tasked with the migration of older end of life Mark\* IVm, Mark\* V, and Mark\* VI control systems to the current, at the time, Mark\* Ve and Mark\* Vle control system. This control system upgrade was applicable to the entire spectrum of the installed base. Ranging from the smaller frame 6B design through the E Class and larger F Class designs. I also gained early exposure to the new 7HA state of the art gas turbines. After about two years I included D11 steam turbines and combined cycle configurations to the upgrade mix. That is where we mate a gas turbine to a steam turbine via a Heat Recovery Steam Generation system to achieve up to a 64% efficiency rating for a maximum power output at base load of 300+ MW of power give or take depending on the specific frame size in question, all in the footprint of ~1,200sf. Truly incredible power density these impressive works of engineering can produce and it was my job to make them better. Yes, make them better: increase the availability, increase the dependability, increase the operational envelope of the bounds of the physical capabilities via model-based controls. During this time, I earned my Lean 6 Sigma Greenbelt certification focused on the reduction of escaping defects by implementing a 5-step audit process. Shortly thereafter, I was selected to take part in the implementation of a new product called Premix Recovery Transfer specifically designed for the B & E frame units that utilized the Dry Low NOX 1 & 1+ combustion systems. We discovered that when a blowout event happens in one of the combustors, there exists a number of reasons this can happen, we can quickly retransition the combustion system back into its premix state and regain baseload production in just a couple minutes vs having to unload the load the turbine to a minimum reserve load and base combustion state to then reload the unit back to base load taking approximately 30 - 45 minutes. This was a powerful new product, and my first experience with NPI. Not long after I began work on a GE Research Center (GRC) lead program called Health Advisor, as a side project to my daily job of upgrading turbine control with OEM Technical Information Letters (TIL) that address short comings in the performance as well as the full suite of OpFlex products and Remote Deployable Software Upgrades (RDSU). We took a novel approach to the interrogation of the turbine code for a collection of unique signals names and configurations that are independent and specific to each offering. This culminated with receiving US Patent 251591 and being credited as Co-Inventor of GE Energy Controls Health Advisor. I still get the occasional email that this is still be patented in a new country. It is my belief that the full potential of the Health Advisor product could be easily expanded to perform the required turbine safety checks to validate the protection logic that would trigger a shutdown in the event of an issue. In under a minute Health Advisor could validate the same logic that would have taken approximately 16 hours of work for both a control engineer and a safety engineer. But could we get smarter still about improving the dependability of our units, that answer was a resounding yes. I would attend weekly reviews of trip events from the installed base and investigate the root cause and then make recommendations to the commercial component of the business and the customer to establish if there is an existing offering that could have prevented the event in the first place. In the first year alone, I had identified over \$39 Million in potential opportunity leading to over 12 requests for quotes, 2 converted contracts, 4 more pending, and a 72-customer backlog. Through this effort our division was able to exceed the projected growth figures for the year. This is furthermore increased by the personal matching of customer problem to high value - high margin solutions. I had become a product expert in several aftermarket solutions and contributed to the development and continued advancement of the entire packaged solution suite. Upon personal reflection, I still felt incomplete and unrewarded. I had firsthand knowledge of the saving these offerings afforded the entities that purchased them; however, I also noticed that these operational saving were never passed on to the public that they served. I was ready for the next adventure.

The next adventure came from a seemingly unrelated business, Transportation. I became a Train Control engineer at the main locomotive factory in Erie Pennsylvania. Right away I began working to realize breakthrough locomotive technologies while reducing costs for existing technologies in the railroad industry. The large volume of orders created by these new technology advances required the right mix of technical and problem-solving skills. In this position, I designed and implemented upgrades to the GE Transportation Evolution Locomotive control system. I had developed an understanding of the entire locomotive control system as well as the fundamentals of locomotive operation and how those fundamentals interact with the control system to deliver optimum value to the customer. I participated in the creation of a single baseline common trunk software architecture bringing together hundreds of separate customer baseline configurations. At the same time, I was also a key core team member of the project to launch the 1st EPA certified Tier 4 locomotive, representing the Train Control team. Upon the launch of the Tier 4 AC4400 Evolution Series Locomotive I began work on another New Technology Introduction to be known as Smart Horsepower per Ton (SHPT). This was a new technology that was being developed by the GE Digital Transportation business subcomponent, known as Trip Optimizer. The power of this offering was game changing, it had the ability to save an additional 10% fuel savings to the customers on top of the EPA certified 10% fuel saving provided by the Trip Optimizer product alone. While in development of SHPT I was recruited by the Trip Optimizer team to become an Engineering Program Manager for the group commissioned with the task of driving the program to completion. Unbeknownst to me at the time the program was 3 years late! Wow was this ever a shift in the dynamic that I had experienced in my career up until this point. I was no longer on the hook for just the successful completion of my own tasks, but now I held the ownership accountability and setting the sense of urgency for all the core team members. I quickly learned how to positively leverage each individual contributor of the core team to perform their respective development activities. This was and is an understated difficulty when none of the resources reported to me. I'd become a leader with no reports but held all the responsibility for the success of the program. The pressure was on, but I believed in what I was doing and the difference that could make to the environment. Smart Horsepower per Ton earned me recognition in the 2019 GE Transportation Technology Awards for Outstanding Product Implementation. It is also about this point that I started to reflect on the differences in operation and management of the different GE business units. This was further highlighted by my experience in the service industry where the successful operations tended to focus more on the employee or customer as the top of the triangle vs the shareholder returns as the primary driver for corporate decision making.

Not long thereafter, the GE Digital business transformed its engineering development methodology from the traditional waterfall tollgate command and control style flow to a new concept known as agile. My Engineering Program Manager role was morphed into what is known as a scrum master. I obtained my certification from the Scrum Alliance in Scaled Agile for Engineering methodology where I was responsible for leading the successful execution of one or more value streams (Software Release Trains) to support the delivery of strategic software/hardware/systems products. The Agile Project Manager or scrum master is a hybrid role that properly balances agile leadership, a concept known as servant leadership, and program management to help software/hardware/systems development teams plan, build and deliver solutions more efficiently. It wasn't just me, there was a collection of professionals that analyzed the data and had come to the same conclusion that I had. This was a paradigm shift, a bottom-up view of the engineering process, that encouraged a fail fast and iterate to success approach. One in which the business would set the priority of the work to be performed, no more competing priorities, then the teams would plan that set scope of work to be accomplished. Managers were no longer bosses; they were instead tasked with becoming servant leaders. This is one

of the main areas that our business struggled with, the subject matter expert that was previously promoted to manager to drive design didn't fit. The team was now empowered, and the manager was subservient to the needs of the team. It became glaringly obvious that we lacked true leadership. This experiment in agile ended after about two years of effort, and I realized that I needed a new role.

Upon going back to the waterfall engineering methodology, the Trip Optimizer group decided to bring back the Engineering Program Manager in a new form as the Project Engineer. I posted for the newly reminted Project Engineer role and was initially tasked with driving the independence of the Energy Management software, Trip Optimizer, from the locomotive control system. This was no easy task; the two systems had been intertwined since the product's inception. This program entailed unravelling SHPT from the locomotive control system along with every other Energy Management control logic. In addition, I was assigned to drive the development of the Energy Management system for the world's first Battery Electric Locomotive. This effort was commissioned by the California Air Resources Board (CARB) in partnership with BNSF and eventually branded as the FLXdrive (1.0). This program was massive with compounding complexity that relied on the independence program I was also leading as an enabling technology. This was a balancing act to know what was truly important and what was noise. In the end, I had made tradeoffs that delayed the internal delivery of the Energy Management Independence program but facilitated the on time on budget release of the FLXdrive. The fruits of that labor were recognized in 2021 with another Technology Award for Innovation. We'd done it again, another incremental 10% fuel saving was being recognized in conjunction with Trip Optimizer, SHPT, and FLXdrive replacing a diesel locomotive. On top of accomplishing the seemingly impossible the team was able to do this while the COVID-19 pandemic ravaged the globe.

But life had other plans for me. Not long after the CARB demo, I noticed something wasn't right with my left tonsil. It appeared to be slightly inflamed. It was discovered that I had developed stage II HPV-16 mitigated Otolaryngological Cancer. My surgical oncology team invited me to participate in the "Patho's Medical Study" to help determine if cancer patients have potentially been over radiated. As luck would have it, I was randomized into the lower radiation group. After a 7.5-hour initial procedure that removed 22 lymph nodes, part of the base of the tongue, part of the larynx, a chunk out of the soft palate, and the infamous tonsil all on the left side. I unfortunately struggled with "bleeds" and had several revisits to the hospital. This culminated in having an emergency procedure done at 3am due to the bleeds. As I laid there by myself mentally and emotionally preparing for what was next the realization that nothing is promised. I could no longer put off the pursuit of my dreams until tomorrow because there very well may not be a tomorrow. I resolved at that moment that I would proactively pursue my master's degree. After another 5 weeks of radiation, I began the healing process and returned to work ready to explore a new growth challenge, only to find that I was not getting interviews for the roles I was applying for.

Enter Crummer School of Business at Rollins College. Growing up through my schooling years here in central Florida I have always known the reputation and prestige of Rollins College but had never visited the campus. This had nothing to do with Rollins and everything to do with my own stubborn nature. Before making the decision to attend Embry-Riddle I was set to attend another of Florida's state universities. I got hung up on this for several years and held that I would make it my choice for my master's program; however, every time I went to the university for an event I always felt like an outsider, almost as though I was another nameless face in the crowd. That is a complete and total reversal of the warmth, welcoming, engaging feeling of belonging I felt from the very first time I started exploring the Crummer School of Business at Rollins College. Seriously, there is a culture at Rollins that cannot be replicated, and I most assuredly cannot see myself going anywhere else. It is

only a shame that it took me this long to see what was right in front of me all along. Walt Disney believed that the people is where the true magic lies and there is no question the magic is at Rollins College. I want to become the best version of myself that I possibly can and attending graduate school at Crummer is the key. I want to be a great leader that is a role model for those around me and it is my most sincere belief that Crummer can teach me expressly how. I was accepted for the 2022 Fall Executive MBA program. I am proactively applying the lessons I learn everyday into my personal and professional life for the betterment of all.

In August of 2022 I kicked off the engineering effort on the FLXdrive (2.0) with approximately twice the battery energy density and a far more aggressive control and use case strategy. Shortly there after kicking off the weeklong intensive subsystem design thinking process, I was presented another growth opportunity with a divergent side of the Wabtec business, the TCOS (Train Management Operation Systems) organization. TCOS is an integrated dispatch control solution that brings together multiple dispatching functions for Centralized Traffic Control (CTC), Track Warrant Control (TWC), Dark Territory (DT), and Positive Train Control (PTC) into one system for efficient train management. TCOS utilizes commercial-off-the-shelf hardware and software to create a system that is straightforward and easy to operate and maintain. I was again promoted to Senior Project Manager with accountability for 5 Class 1 North American Rail Roads consisting of 9 – 11 separate contracts. We have just completed the organization's MIP (Margin Improvement Percentage) process for the 2023 year and defined the vision for improvement for the year.

# **Section 5**

## **Staff Reports**



# **Subsection 5A**

## **Field Manager Report**

## Harmony CDD Meeting Field Report – February 2023

- **Sidewalk Grinding Completed:**

1. 7013 Cupseed Ln. (1 Panel)
2. 7009 Cupseed Ln. (1 Panel)
3. 7007 Cupseed Ln. (6 Panels)
4. 6947 Cupseed Ln. (1 Panel)
5. 6949 Cupseed Ln. (1 Panel)
6. 6937 Cupseed Ln. (1 Panel)
7. 7004 Cupseed Ln. (1 Panel)
8. 6988 Bluestem Ln. (2 Panels)
9. 7010 Bluestem Ln. (1 Panel)
10. 7022 Beargrass Ln (4 Panels)
11. Schoolhouse Rd. (4 Panels)
12. Buck Ln. (10 Panels)

- **Pressure Washing Completed:**

1. Boardwalks #1 – Underway
2. Boardwalk #2 – Underway
3. US-192 West Fence - Completed
4. Clay Brick Rd (Tunnel Bridge Townhomes) - Completed

- **Notes:**

1. 27 ID Access cards worked in February.
2. Emails Received and handled was 165.
3. Calls Received and handled more than 109, in the days that I was available working.
4. Text messages received and handled 26, Texts in the days that I was available working.

- **General Updates:**

1. Follow Up with vendors to get estimates for cleaning out the lines and replacing the solenoids at the splashpad after Water Pump installation. VFD is now synced with the new pump.
2. Buck Lake card access board replacement. Proposal for Complete Access Controls was approved and is scheduled for installation the week of 2/13.
3. Getting estimates for US-192 Fence replacement from West to East.
4. Getting estimates for the New Field Service Office remodeling project at Ashley Pool.
5. Getting estimates for new pool furniture at Swim Club and Ashley Pool.

## Harmony CDD Meeting Field Report – February 2023

6. Getting estimates for the installation of three benches at Dark Sky and replacements.
7. Ordering a new trolling motor for the bass boat, the reverse action on the handle is no longer working.
8. New batteries were purchased for the bass boat and installed.
9. Grading Garden Road completed, vendor will be back out to remove debris from gravel.
10. Database spreadsheet needs to be revised to include all card holders and re-sent to Angel (Renters and Owners).
11. New seat for the bass boat was ordered.
12. New gas tank for the rescue boat was ordered.
13. Four (4) new tires were ordered to be installed in the CDD truck.
14. The seats of the Sun Tracker Pontoon 16 ft. are in Upholstery in St. Cloud getting repaired.
15. Two (2) new tires were ordered for the Umax.
16. The alleyway pothole near Supervisor Kassell was fixed by Osceola Road and Bridges.
17. The alleyway repaving project will be starting on 2/13.
18. Cambridge Fence is fixing the fence that was damaged by Servello. 02/10/2023
19. Benchmark Landscape started maintenance operations in Harmony; Irrigations valves and meter map were shared with Jacob, supervisor of Benchmark.
  - a. Benchmark is finding numerous issues with the irrigation system, including the Maxi program. Most clocks were set to local and not operating with the computer.
20. Servello completed the warranty sod installations and Benchmark has been watering the new turf.
21. Field Services Started the pool cleaning and get daily water test and log sheet.
22. Garden Lot – Gazebo Bench Repair: In process
23. Boardwalk Swing Repair and rails: Completed
24. Amenities Cleaning: Swim Club, Ashley Pool, and Buck Lakeshore Pavilion Restrooms
25. Pocket Parks in Beargrass, Dahoon Holly, Gopher Apple Way, Buck Ln and Needlegrass Ln were cleaned up with the air leaf blower.
- 26.

# **FEBRUARY 2023 FIELD INSPECTION**

**Board Supervisors**

**Monday, February 6, 2023**

**Prepared For Harmony CDD**

**50 Items Identified**



**Item 1 - Behind Fence US-192  
(West Side)**

Assigned To Benchmark

A removal and replacement Proposal  
needed.



**Item 2 - Behind Fence US-192(  
West Side)**

Assigned To Benchmark

The Palmettos planted behind the  
fence, need attention.





### Item 3 - Behind Fence US-192 (West Side)

Assigned To Benchmark

The tree branches need to be trimmed up.



### Item 4 - Behind Fence US-192 (West Side)

Assigned To Benchmark

The tree branch is too low, needs to be trimmed up.



#### Item 5 - Behind Fence US-192 (West Side)

Assigned To Benchmark

A Tree Branch is almost touching the electric cable, needs to be trimmed up.



#### Item 6 - Behind Fence US-192 (West Side)

Assigned To Benchmark

Grinding needed on stump and a new pine tree needs to be replanted.





### Item 7 - Harmony Sign (West Entrance)

Assigned To Benchmark

Ant mounds need treatment.



### Item 8 - Harmony Sign West Entrance

Assigned To Inframark

The sign wall needs paint.





### Item 9 - Front Fence US-192 (West Side)

Assigned To Benchmark

Ants mounds needs to be treated.



### Item 10 - Front and Behind Fence US-192 (West Side)

Assigned To Benchmark

The Palmettos throughout Fence need attention.



### Item 11 - Behind And Front Fence US-192 (West Side)

Assigned To Benchmark

The Palmettos that are touching the fence, needs to be trimmed up and the tree branches as well.



### Item 12 - Front Fence US-192 (West Side)

Assigned To Benchmark

The tree branch needs to be trimmed up, almost touching the electric cable.





### Item 13 - Behind Harmony Sign (West Entrance)

Assigned To Benchmark

Behind the Harmony CDD sign in the right side, needs attention, tall grass growing.



### Item 14 - West Entrance Median

Assigned To Benchmark

Seasonal Plants proposal.



**Item 15 - Five Oaks - Schoolhouse Rd Round**

Assigned To Benchmark  
Seasonal Plants Proposal.



**Item 16 - Five Oaks Dr - Schoolhouse Rd Roundabout**

Assigned To Benchmark  
Seasonal Plants Proposal.





### Item 17 - East Entrance Median

Assigned To Benchmark  
Seasonal Plants Proposal.



### Item 18 - Fence Tower

Assigned To Benchmarks - Inframark  
Needs paint, repair in the top and the fence needs pressure washing. Ant Mounds need attention.



### Item 19 - Clay Brick Rd. Tunnel Bridge

Assigned To Benchmark

Plants need attention.



### Item 20 - Clay Brick Rd. US-192 Fence

Assigned To Inframark

Fence needs Pressure Washing.





### Item 21 - Clay Brick Rd. Fence Tower

Assigned To Inframark

Tower needs Pressure Washing and Paint.



### Item 22 - Clay Brick Rd.

Assigned To Benchmark

The area needs attention, dead tree branches on the floor and tall grass.



### Item 23 - East Entrance Median Tower

Assigned To Inframark

Tower needs to be Pressure Washed,  
Needs vendor proposal.



### Item 24 - East Entrance Media

Assigned To Benchmark

Seasonal Plants Proposal.





### Item 25 - East Entrance (Right Side)

Assigned To Benchmark

Behind the fence needs attention, tall grass.



### Item 26 - East Entrance median

Assigned To Benchmark

Dried plants.



### Item 27 - Townsquare

Assigned To Benchmark  
Grass burned in some areas.



### Item 28 - Five Oaks Dr.

Assigned To Benchmark  
Palmetto's throughout Five Oaks  
needs attention.





### Item 29 - Harmony Estates Pocket Park

Assigned To Inframark

The Sidewalk needs Pressure Washing.



### Item 30 - Oak Glenn Trail

Assigned To Benchmark

The bushes throughout Toho Station, needs to be trimmed up. (Hedge)

Front of Needlegrass Ln Park.



### Item 31 - Oak Glen Trail Tower

Assigned To Inframark

Tower needs Pressure washing.



### Item 32 - Five Oaks Dr - Front School

Assigned To Benchmark

Bushes needs to be trimmed up.  
(Hedges)





### Item 33 - Five Oaks Dr - Front School

Assigned To Benchmark

Tall grass.



### Item 34 - Ashley Pool

Assigned To Benchmark

Tree branches trimming proposal needed.



### Item 35 - Ashley Pool

Assigned To Benchmark

Tree branch trimming proposal needed.



### Item 36 - Ashley Pool

Assigned To Inframark

Pergola needs to be painted.





### Item 37 - Swim Club

Assigned To Benchmark

Grass growing between the mulch.



### Item 38 - Swim Club

Assigned To Benchmark

The garden needs attention.



### Item 39 - Swim Club

Assigned To Benchmark

Garden needs attention and mulch installation.



### Item 40 - Swim Club (Pool Equipment)

Assigned To Inframark

Ornamental rocks proposal needed.





#### Item 41 - Swim Club

Assigned To Inframark  
Pergola needs paint.



#### Item 42 - Swim Club

Assigned To Benchmark  
Mulch proposal needed.



#### Item 43 - Splashpad Equipment

Assigned To Inframark

Ornamental rocks proposal needed.



#### Item 44 - Buck Lake Pavillion

Assigned To Benchmark

A tree trimming proposal needed.





#### Item 45 - Buck Lake Pavillion

Assigned To Benchmark

Ants mounds needs to be treated.



#### Item 46 - Buck Lake Pavillion

Assigned To Inframark

Insurance procedure to replace the shade cover damaged by the Hurricane.



#### Item 47 - Buck Lake Pavillion

Assigned To Benchmark

Plants needs attention.



#### Item 48 - Buck Lake Pavillion

Assigned To Benchmark

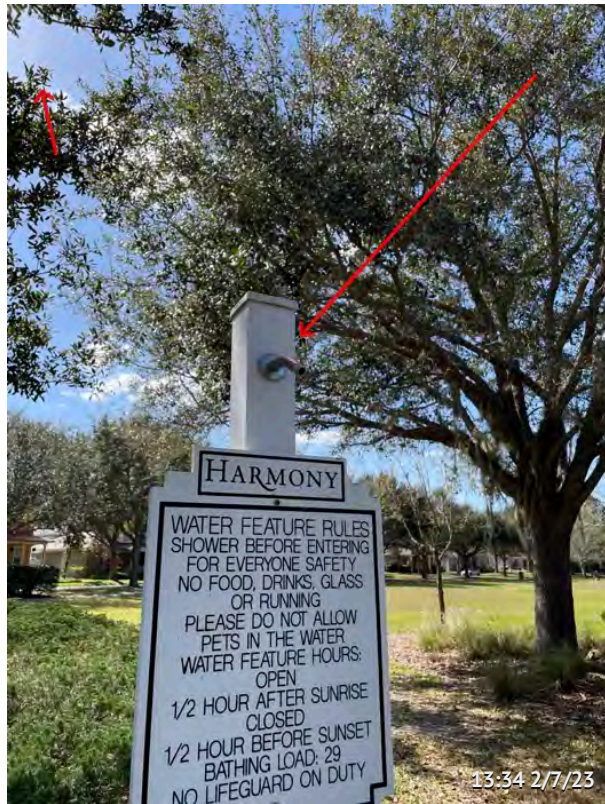
Garden needs attention.





#### Item 49 - Buck Lake Pavillion

Assigned To Benchmark  
Plants needs attention.



#### Item 50 - Splashpad

Assigned To Inframark  
A new shower head needed.

# **Subsection 5Ai**

## **Fence Proposals**



**Valdecir albano**  
Owner  
**Cristiane de Souza**  
Manager

+1 (774) 312-3369  
contact.acfence@gmail.com  
@ac\_masterfence  
www.acmasterfence.com

# Estimate

Date	Estimate#
02/08/2023	7101

## Name / Address

Harmony Community  
Development District  
210 N University Dr. STE 702  
Coral Springs FL 33071-7320

Customer PO	6560' WHITE VINYL PREMIUM GRADE 4- RAIL
-------------	---

Description	Quantity	Unit Price	Cost
Fence + Labor + Take Dow and Disposal	1	\$ 121.194,83	\$ 121.194,83
		Subtotal	\$ 121.194,83
		Total	\$ 121.194,83

Thank you for your business. It's a pleasure to work with you on your project.  
Your next order will ship in 30 days.  
Sincerely yours.







813-858-0189/407-715-2070  
Office: 407-201-4237  
Gustavo@ashleyfencecorp.com  
www.ashleyfencecorp.com  
Ashleyfencecorp

GOOGLE ★★★★★

NO  
Estimate/Contract

Date: 01/30/2023

Estimate Prepared By: CHARLIE / GUSTAVO

Cel #: 407 715 2070

Name: JASON

Phone: 407 861 4460

Address: 210 N UNIVERSITY DR STE 702 CORAL SPRINGS FL 33071-7320

Email:

Subdivision: Gate Code

#### FENCE # 1

PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood
X				

Style/Model: Fence Model FARM

Total Linear Feed: 6,163' Height: 5' Section: 8'

Color: white Unit price: \$26

#### Gates

4 Ft. Gate: 5 Ft. Gate:

6 Ft. Gate: 8 Ft Double:

10 Ft. Double Gate Price:

Gate special order

Notes:

#### FENCE # 2

PVC (Vinyl)	Aluminum	Steel	Chain Link	Wood

Style/Model

Total Linear Feed: Height: Section:

Color: Unit price:

#### Gates

4 Ft. Gate: 5 Ft. Gate:

6 Ft. Gate: 8 Ft Double:

10 Ft. Double Gate Price:

Gate special order

Notes: 6,163 FT x \$26 = \$160,238

#### SPECIFICATIONS:

☒ Top Level Fence

☐ Follow Contour of Ground

Pool on Property  
Yes/No

Removal & Disposal of Existing  
Fence 6,163' Ft. X \$3 = \$18,489

HOA Approval Req.  
Client / AFC

Permit Approval Req.  
Client / AFC

Ashley Fence Corp, requires the fence's construction lines to be clean and free of obstacles, other than the company to charge an additional fee.

Ashley Fence Corp, offers its customers a guarantee of 2 years after the installation of the Fence. This warranty does not apply to natural phenomena.

Ashley Fence Corp, offers its customers 7 days of validity to their estimated

Water irrigation systems on the fence construction line are required to be removed by the customer, other than the AFC company will charge an additional fee

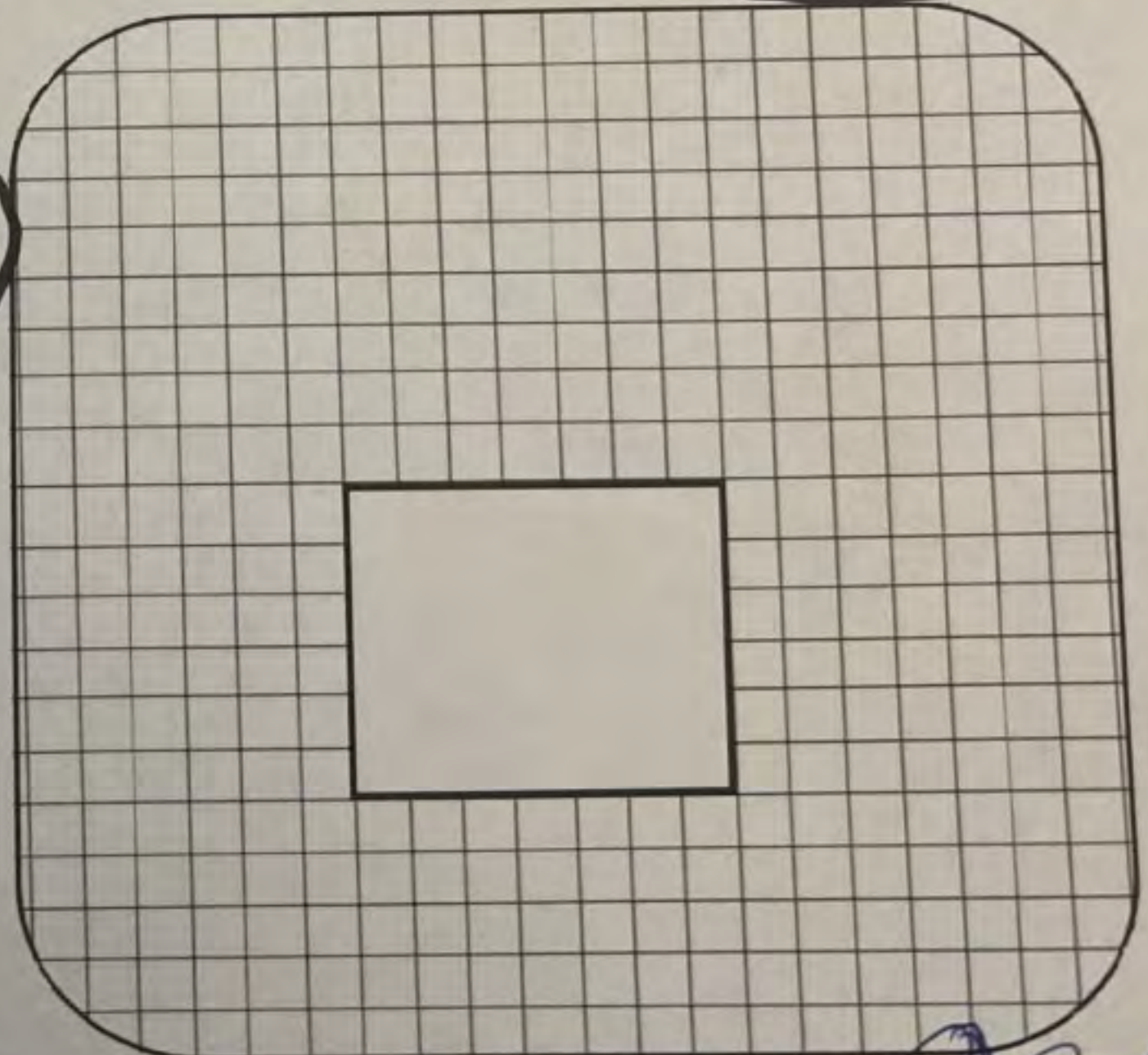
Total Amount: \$178,727

Deposit: \$108,727

Balance: 70,000

Signature:

REP:





## Contract

407-978-6440 Office  
407-799-1669  
407-267-0992 Español

lasrasyfence@gmail.com  
f/Lasrasyfence

# Lasrasy Fence, Inc.

FREE ESTIMATE

2804 E. Irlo Bronson Memorial Hwy., Kissimmee, FL 34744  
Fax: 407-309-8302 • www.LasrasyFence.com

ALUMINUM, WOOD,  
PVC, CHAIN LINK  
WELDING

## PROPOSAL SUBMITTED TO:

JOB NAME	Harmony Community Development District		ESTIMATOR NAME	Sandra
STREET	7360 Five Oaks Dr		INSTALL NAME	
CITY	St Cloud	STATE	FL	ZIP CODE
PHONE	407-861-4460	EMAIL	jeison.castillo@inframark.com	
We hereby submit specifications and estimates for		FINANCING <input type="checkbox"/> YES <input type="checkbox"/> NO		
WOOD-PVC-ALUMINUM-DURAFENCE		HOME OWNER RESPONSIBLE FOR OBTAINING HOA APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO		

## WOOD-PVC-ALUMINUM-DURAFENCE

NO. OF FEET 6,134'  
HEIGHT 5'  
WOOD \_\_\_\_\_  
PICKETS ☐ Straight ☐ Scalloped  
STYLE Ranch Fence  
STYLE CAP 4 rail  
STYLE RAIL \_\_\_\_\_  
GATE Ø  
INSTALLATION OF CONCRETE POST ☐

## CHAIN LINK

NO. OF FEET \_\_\_\_\_  
HEIGHT \_\_\_\_\_  
POST SPACED \_\_\_\_\_  
STYLE \_\_\_\_\_  
GUAGE ☐ 9 ☐ 11 1/2  
KNUCKLED UP ☐  
BARBED UP ☐  
TOP OF FENCE TO FOLLOW GROUND ☐  
BE LEVEL WITH LOWEST GRADE ☐  
BE LEVEL WITH HIGHEST GRADE ☐  
INSTALLATION OF CONCRETE POST ☐

## ADDITIONAL SPECIFICATIONS

TOP RAIL \_\_\_\_\_ OD  
LINE POST \_\_\_\_\_ OD  
END POST \_\_\_\_\_ OD  
WALK GATE POST \_\_\_\_\_ OD  
DRIVE GATE POST \_\_\_\_\_ OD  
GATE FRAME \_\_\_\_\_ OD  
BARB WIRE \_\_\_\_\_  
TENSION WIRE \_\_\_\_\_  
TEAR DOWN ☒ YES ☐ NO  
CITY PERMIT ☐ YES ☒ NO

## QUANTITY

## DRAWING

Note: Lasrasy Fence Inc. Is not responsible for cut or breakage to sprinkler heads, lines, etc.

6,134'x5'	White
Vynil Ranch Fence	
4 rail	
1 concrete per post	



WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL: \$ 144,782 DOWN: \$ 73,500 OWE: \$ 73,282  
Payments to be made as follows: ☐ Credit Card ☐ Checks ☐ Cash# \_\_\_\_\_ ☐ Credit Card ☐ Checks ☐ Cash# \_\_\_\_\_

## THIS CONTRACT ENTERED INTO

Subject to terms and conditions entered into on reverse side of this contract which the undersigned buyer has read and agreed to.  
Price good for 15 days.

Authorized Signature

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

Buyer

One year guarantee on labor

Date

02/06/2023

# **Subsection 5C**

## **District Counsel Report**

# **Subsection 5Ci**

## **Attorney Charge Review**

**MEMORANDUM**

TO: Board of Supervisors  
Harmony CDD

FROM: Michael C. Eckert

DATE: February 14, 2023

RE: Legal Costs Review, Conclusions and Recommendations

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As the Board is aware, the contract with Kutak Rock is a hybrid concept. See section IV.B. of the Retention and Fee Agreement, attached as **Exhibit A** ("Agreement"). When we developed this arrangement, neither party had a good idea of the amount of legal work that was to be completed. As was promised when the Agreement was developed, we have spent a significant amount of time conducting a review of the attorney fees charged to the District in the first six months of the relationship. The purpose of the review was for both parties to the relationship to understand how the Agreement is working, and whether changes need to be made.

Review

The numbers contained herein are estimates based on a review of the past six months of invoices. They should not be considered precise numbers, but they are certainly close enough to be a useful tool. A few statistics can be highlighted for the time period of the last six (6) months:

- A. Total amount of attorney fees incurred equals approximately \$42,000. This initial six-month period spanned two different fiscal years.
- B. Average Monthly Attorney Hours equaled 21.1.
- C. Average Monthly Paralegal Hours equaled 3.3.
- D. Average Monthly Flat Fee Hours equaled 15.8.
- E. Average Monthly Non-Flat Fee Hours equaled 8.6.
- F. Average Monthly Flat Fee Value of Time equaled \$5,167.
- G. Average Monthly Non-Flat Fee Value of Time equaled \$2,877.
- H. Only 2 of the 6 months invoked the flat fee.
- I. The Monthly Average Flat Fee Value of Time of \$5,167 is \$1,667 above the flat fee of \$3500 in the contract. In addition, had Kutak attended the board meetings in person for the four months when phone attendance was utilized, the Monthly Average Flat Fee Value of Time would be significantly higher.

The Board has been provided with a spreadsheet of the analysis summarized above. The Board has also been provided with the invoices by month, with the hours that would typically fall under the “flat fee” parameters in the Agreement indicated by yellow highlighting. Please note that due to block billing, some time entries needed to be split and estimated for purposes of this memorandum. The approximate split in a given time entry is reflected on the invoices.

## Conclusions

1. The Board was unhappy with its former legal counsel in part because work was just not getting done. Since Kutak Rock was retained, the District’s work is getting completed on a timely basis. It is possible that a temporary backlog of work has contributed to higher than desired attorney fees in the first six months of the relationship.
2. The Board has required more work than I think anyone anticipated when the Agreement was negotiated. It is unknown if this volume of work will reduce in the future, but some of the issues we have been working on are one-time, clean up issues. An example would be the easement releases being requested from Birchwood, which are now scheduled to be executed and recorded.
3. Turnover of vendors and staff is expensive. Not only has the District changed legal counsel, it has also changed landscape maintenance companies. Certain staff member changes have also occurred.
4. The current volume of legal work requested by the District is not in line with the District’s budget for legal fees.
5. The District and Kutak Rock need to work together to reduce legal fees and determine if an amendment to the Agreement is in everyone’s best interest.

## Recommendations

1. The District should put the burden on existing maintenance contractors to submit work authorizations in the form required by the District for legal counsel review, rather than District Counsel preparing the work authorizations from scratch.
2. The Board should discuss and prioritize the non-routine matters that are referred to legal counsel.
3. Kutak Rock should continue to attempt to utilize paralegal assistance as much as possible.
4. If the Board agrees and by the beginning of the next fiscal year, Kutak Rock should make arrangements to designate an associate to work with the District on routine matters including meeting attendance, with partners available on an as needed basis.
5. The Board and Kutak Rock should review the information contained in this memorandum and determine what changes should be made to the current Agreement. A flat fee for months when meeting attendance is by phone can be considered. The parties may want to consider a hybrid flat fee of \$5,000 for months when attendance is in person and a hybrid flat fee of \$3,500 when attendance is by phone. Or perhaps some other number that is more in line with the actual value of time being spent on the District’s legal needs.

6. For Fiscal Year 2023-2024, the Board should budget for the level of legal services expected. If the Board desires legal counsel to be a proactive member of District staff, a higher budget is appropriate. If the Board instead wants legal counsel to be reactionary only, then a lower budget may be appropriate. Understanding, of course, that if counsel is “reacting” to litigation filed against the District because District counsel was not used in a proactive manner, this can be very expensive. If the lawsuit is not covered by insurance, any budget will quickly be exceeded in defense of the lawsuit.

Kutak Rock looks forward to discussing this matter with the Board and a long-lasting relationship with the District. Thank you.



## EXHIBIT A

### KUTAK ROCK LLP RETENTION AND FEE AGREEMENT

#### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties effective as of July 28, 2022:

A. Harmony Community Development District  
c/o InfraMark, IMS  
313 Campus Street  
Celebration, FL 34747

and

B. Kutak Rock LLP  
107 W College Ave  
Tallahassee, Florida 32301

#### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

#### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

#### IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Kutak Rock will bill Client a flat monthly fee of thirty-five hundred dollars (\$3,500) for months in which Kutak Rock attends the monthly board meeting in person. This flat fee shall be full compensation for a) preparation for the board meeting, b) travel to and from the board meeting, c) routine resolution preparation, d) routine contract preparation, and e) fielding routine questions from staff and board members requiring less than ten (10) minutes per call or email response. All other work will be billed at Kutak Rock's hourly rates set forth below. For months where Kutak Rock attends the monthly board meeting by zoom or conference call, Kutak Rock's work will be billed at the hourly rates set forth below. At any time and after meeting to discuss concerns with the flat fee structure, either Client or Kutak Rock can choose to terminate the flat fee portion of this agreement and revert to an hourly fee structure for all work under this Agreement.
- C. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:
- |                   |               |
|-------------------|---------------|
| Michael C. Eckert | \$395         |
| Wesley S. Haber   | \$360         |
| Associates        | \$265 - \$285 |
| Paralegals        | \$160         |
- Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.
- D. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- E. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.

- F. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

## **V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Ninth Judicial Circuit in and for Osceola County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

## XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed:

**HARMONY CDD COMMUNITY  
DEVELOPMENT DISTRICT**

By: Teresa Kramer

Its: Chair

Date: 8-17-2022

**KUTAK ROCK LLP**

By: [Signature]

Its: Transition Partner

Date: 8/16/22

ATTEST:

\_\_\_\_\_  
Secretary/Assistant Secretary



## **CDD EXPENSE REIMBURSEMENT POLICY**

The following is Kutak Rock's standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Teleconference Calls. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, KUTAK ROCK shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, KUTAK ROCK shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

# **Section 6**

## **Consent Agenda**

# **Subsection 6A**

## **Minutes**

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Present and constituting a quorum were:

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

## Residents and Members of the Public

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

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

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

Ms. Kramer stated the first order of business as always is, our audience comments. This is a time where we provide 3 minutes to anyone in our audience to provide input. We have received two speaking requests and so I would like to call those individuals up, Barry Unterbrink . If you would like to come up and that way we can get you on the record.

Mr. Unterbrink stated thanks for taking care of it, so address you?

Ms. Kramer stated right here, and you will address the Board. Give your name and address for the record.

Mr. Unterbrink stated my name is Barry Unterbrink. I live at 3130 Dark Sky Drive, Harmony. I have been a resident here for five years. My comment, per my request, was I would like to, I spoke to Vincent Morrell about this in December. It would be really nice if we could have a bench installed, somewhere north of Dark Sky Drive, on the retention pond. I made a little photo here. Because I think that area, where I live on the western side



42 of Dark Sky Drive, I think that was developed like last in the community on that side of  
43 Harmony. And there is a few, there is a few seating areas that are not portable. There are  
44 very few benches that are that are on the West Schoolhouse Road and then North of Dark  
45 Sky, so our proposal if accepted would be to have a bench installed there.

46 Ms. Kassel asked so is this on the backside of the of the pond? The woods would be on  
47 this side and this is the sidewalk that goes around the pond.

48 Mr. Unterbrink stated right behind the photo would be going north to Buck Lake.

49 Ms. Kramer stated and this area where we just treated the Cogon grass, you can see the  
50 dead grass. So actually, that would be a good spot for this, that way we can put it in while  
51 the grass is being replaced too from the Cogon grass infestation.

52 Ms. Kassel stated well, we should check with field services to see if we have any  
53 benches available.

54 Ms. Kramer stated yes. Do we have benches available? We have asked.

55 Ms. Montagna stated yes, but I do not know how many, but I know there is at least two.

56 Mr. Unterbrink stated and a follow up to that is I had kind of a marketing idea for the  
57 CDD. I do not know you can make this happen somehow but if you could propose, let us  
58 say a nominal fee of like \$50.00 and people could sponsor a bench. In other words, they  
59 could have a design of like a one by three brass plate, they can put on what they want, like  
60 loving memory of my father, whatever. Easily attached with two screws. They pay like 50  
61 bucks to the CDD for that. So be a way to get the community involved with having an  
62 interest in their bench and bring in a little bit of money besides. So that is my idea on that.

63 Ms. Kramer stated thank you so much, we appreciate your input.

64 Ms. Kassel stated we did have somebody who passed, we had a fundraiser, and the  
65 fundraiser bought the bench because the benches are over \$1000.00. So, and then. And  
66 then there is the cost for the plaque as well, so.

67 Mr. Unterbrink stated sure, that is \$3.00 on eBay. Keep that, that is yours. Thank you.

68 Ms. Kramer thank you, sir.

69 Ms. Kramer stated alright our next speaking request form is Mr. Timothy Dwyer.

70 Mr. Dwyer stated, Timothy Dwyer, 3313 Primrose Willow Dr. and the topic I would  
71 like to talk about is Billy's Trail, in particular access to the trail via existing Harmony CDD  
72 property. I put together a memo, sent it to the Board. I think you guys may have seen it,

73 but if not, I have some copies and I do not know if we want to talk about it now or talk  
74 about it later when the engineer is here.

75 Ms. Kramer stated it is on the agenda and your memo is in the agenda packet. So, we  
76 would rather wait. This is your time to just address us.

77 Mr. Dwyer stated, so my wish is that, via discussion with the Board, that we take some  
78 concrete actions assigned to specific people with a due date to move this forward. I do not,  
79 there may be some things that are holding it up, but I cannot see anything that is preventing  
80 us from moving forward and executing a plan that identified two culverts be installed along  
81 our property and giving us access to Billy's Trail. So, I would like to see the Board act on  
82 that and move it forward.

83 Ms. Kramer, thank you so much.

84 Ms. Kassel stated thank you.

85 Ms. Kramer stated ok, those are all the speaker request forms, is there anyone else in  
86 the audience who would like to address the Board? Yes sir, state your name and address.  
87 Oh, previous speaker Mr. Timothy Dwyer, what is your address 3313 Primrose Drive.

88 Ms. Kassel stated he did say it.

89 Ms. Kramer stated oh, I am sorry. Thank you.

90 Ms. Kramer stated your name and address.

91 Mr. Varacky stated I am Tom Varacky, 3470 Sagebrush. I would like to read an answer  
92 real quick. It is in regard to dog parks. "Dog parks were not designed to cater to different  
93 size dogs. We have discussed this issue several times. Both were mine and have decided to  
94 leave it alone." No reason why. I just I respectfully disagree, particularly on the new dog  
95 park. When that was built, it looked like it was built for two different sizes because there  
96 is an entryway on the left, there is an entryway on the right, there is a bench on the left and  
97 the bench on the right. I do not understand why we cannot put in another 30 or 40 feet of  
98 fencing to divide that in half. And another question I would have to the board on that.  
99 Would you take your eleven-pound Chihuahua in there if there was already one hundred-  
100 pound German Shepherd in there? I have a terrier that weighs eleven pounds, and probably  
101 out of maybe ten percent of the time I have taken him in because they are bigger dogs in  
102 there. I do not see why that cannot be divided. Again, and to me, just "we have decided not  
103 to", is not a proper answer. There is not a good reason why. And then, that is my key that  
104 is the one that I am really passionate about, I guess. Another one was on signage. In

105 Harmony, it was stated then that the previous field manager did not take care of the signage.  
106 This was from February of last year. The new manager was supposed to look into that. To  
107 me, the signage is as bad now, as it was then.

108 Ms. Kassel asked can you tell me what signage you mean specifically?

109 Mr. Varacky stated If you walk around the path going towards Buck Lake around where  
110 the basketball court is.

111 Ms. Kassel asked you are talking about the stands that have a?

112 Ms. Kramer stated Educational signage that are being refurbished.

113 Mr. Varacky stated ok, well they were being refurbished last February.

114 Ms. Kramer stated most of it is taken apart. They repainted the signs. They are waiting  
115 for the contractor to print the signs so we can replace them under plexiglass. It is underway.

116 Mr. Varacky stated ok, ok, good. And just one more. Is there any maintenance going  
117 to be done on the statuary? When you come in the figures that are like 12 foot tall they look  
118 like they could use a paint job. But anyhow, I am really passionate about the dog park  
119 because I can walk to that dog park, but yet I cannot take my dog there most of the time.

120 Ms. Kassel stated I would be happy to talk to you about it anytime.

121 Ms. Kramer asked do we have anyone else? Yes sir, would you like to come forward  
122 and state your name and address for the record.

123 Ms. Kramer stated your name?

124 Mr. Van Houten stated so I am Michael Van Houten, I live at 3322 Sagebrush, and I  
125 am the President of South Lake Homeowners Association. We came to CDD back in the  
126 fall with three items. Two of the three have been addressed. One item we are still waiting  
127 for, which is the property, the CDD land between 3391 and 3393 Sagebrush. When Lennar  
128 finished their part of the build out in South Lake, that land was not properly leveled so  
129 there is a hump so the water drainage when you have rain flows towards the houses versus  
130 down into a gully that then feeds to the street and to the retention ponds behind the house.  
131 So right now, it is still this hump that is there and note the grass is also not growing  
132 properly, some of it is dead, some it is....it just looks a mess, so we brought up to the CD  
133 last fall, have not seen anything done on it. I was wondering if that is still on your action  
134 items for this year.

135 Ms. Kramer asked what was the address again?

136 Mr. Van Houten stated 3391, it is between 3391 and 3393. There is a property the CDD  
137 owns.

138 Ms. Kramer stated that is the access way to the pond.

139 Mr. Van Houten stated correct, and it is not graded properly it is graded this way versus  
140 this way. So that is preventing, when it rains it flows towards the people's homes leaving,  
141 basically water, you could potentially get to water intrusion if it is not addressed properly.

142 Ms. Kramer stated ok, we will look into that with our Engineer and see if it needs to be  
143 regraded and if he would be able to do it or need somebody else to do it.

144 Mr. Van Houten stated ok, appreciate that. And the other is a new request. Some of the  
145 homeowners in South Lake, the parking on Five Oaks basically when you come to exit of  
146 South Lake the parking leaves the cars right up towards to the curb so you cannot see  
147 around and with all the volume of traffic in the area is it possible to put a set of mirrors like  
148 you did down at the gardens so that we could see oncoming traffic or people, bicyclists, or  
149 whatever, because it is really the traffic issue trying to pull out and make sure that you  
150 could see properly.

151 Ms. Kramer stated that needs to be addressed to the County.

152 Mr. Van Houten stated ok, I was not sure.

153 Ms. Kramer stated if you go to the County, and I will try and remember to get you the  
154 information.

155 Ms. Kassel stated roads and bridges.

156 Ms. Kramer stated it is roads and bridges, but I have a contact. They did the same thing  
157 down it is either Feathergrass or Middlebrook. But what they did is they did an evaluation  
158 and just moved that parking back.

159 Mr. Van Houten stated yes, I saw that they actually.

160 Ms. Kramer stated and that is safer than the mirrors, the mirrors are really not best way  
161 of doing it.

162 Mr. Van Houten stated yeah that would be even better. So, you think it is roads and  
163 bridges of the County

164 Ms. Kramer stated yes.

165 Mr. Van Houten stated ok, I can send them a letter on the topic. I appreciate that, thank  
166 you very much.

167 Ms. Kramer stated alright, do we have anyone else? Yes ma'am.



168 Ms. Gaarder stated my name is Karen Gaarder.

169 Ms. Kramer stated come on up front. Name and address for the record.

170 Ms. Gaarder stated my name is Karen Gaarder, I live at 3535 Clay Brick Road in  
171 Harmony. I am the new kid on the block here just moved here back in November. I am  
172 really concerned about the Sycamore trees we have back there. There are giant Sycamore  
173 trees that drop their leaves constantly and they actually have very invasive root  
174 system. They are going into everybody's foundations and stuff. There is a concern about  
175 that. And the leaves are being dropped constantly and there is no one picking them up, so  
176 people are riding around and there are kids are sliding on their on their bikes with them and  
177 falling into them and everything like that because it is too slippery.

178 Ms. Kramer stated does the condominium association pick up the leaves in the  
179 condominium area?

180 Ms. Gaarder stated no they do not.

181 Ms. Kramer asked they are not doing that?

182 Ms. Gaarder stated not at all.

183 Ms. Gaarder stated they did pick them up the first time I think last week's the first time  
184 they picked them up.

185 Ms. Kramer stated ok.

186 Ms. Gaarder stated we have like heaping like piles of them.

187 Ms. Kramer stated right, and typically it is the adjoining property owners that are  
188 responsible for picking that up.

189 Ms. Kassel stated it is not the CDD's responsibility. Either the homeowner's  
190 association or the.

191 Ms. Gaarder stated so how about the invasive root systems that go into foundations?

192 Ms. Kassel stated it is all over Harmony.

193 Ms. Kramer stated yes.

194 Ms. Gaarder stated it is what?

195 Ms. Kassel stated it is all over Harmony wherever there are Sycamore trees. There are  
196 lots of roads in Harmony where there are sycamores between the curb and the sidewalk,  
197 and they are just it is a mess. The reason the developers picked the sycamores is because  
198 they grow fast and so they can put in young trees, and they grow quickly so that they can  
199 sell their homes more easily because it looks like a more mature landscaping.

200 Ms. Gaarder stated ok, so I understand that but then what happens with, I just cut off a  
201 four-foot root system under my garage.

202 Ms. Kramer stated yes.

203 Mr. Eckert stated I can, I mean I will tell you what the law is in general in Florida.

204 Ms. Kassel stated you should introduce yourself.

205 Mr. Eckert stated I am sorry. My name is Mike Eckert, and I am with Kutak Rock, and  
206 I serve as District Council. So, in Florida the law is that you can cut off limbs or roots at  
207 your property line and that is allowed. So, if you have a tree on a neighboring property that  
208 is growing into your yard or roots growing into your yard you are allowed to cut them off  
209 at the property line.

210 Ms. Kramer stated so that is something that the Condominium Association.

211 Mr. Eckert stated yes, unless the CDD is an adjoining property owner on either place  
212 then it is not CDD issue it would be a condominium or an individual homeowner issue.

213 Ms. Gaarder stated ok, so that is it.

214 Ms. Kassel stated sorry.

215 Ms. Gaarder stated that is ok.

216 Ms. Kramer stated thank you so much. Ok, do we do we have any other comments on  
217 audience comments? Anyone on Zoom?

218 Ms. Montagna stated nobody has their hands raised.

219 Ms. Kramer stated alright thank you. Seeing there is no one else is requesting to  
220 comment before the Board we will close this portion of the agenda and move on to our  
221 Contractor Reports.

222

223 **THIRD ORDER OF BUSINESS** **Contractor Reports**

224 **A. Servello**

225 Mr. Feliciano stated I guess if you guys have questions for me go ahead, this is the last  
226 meeting.

227 Ms. Kramer stated come on up. We have Mr. Feliciano here today. We are getting to  
228 the end. We appreciate all you have done for us. I do have a couple of I just want to touch  
229 on, but do any of the other Board members have anything? Yes ma'am.

230 Ms. Montagna stated I do.

231 Ms. Kramer stated this is not a Board member, but this is Ms. Montagna.

232 Ms. Kassel stated Ms. Montagna introduce yourself for the audience.

233 Ms. Montagna stated I am Ms. Montagna, I am the District Manager for Harmony  
234 CDD.

235 A couple of things, I think Mr. Feliciano already knows. The interior tree trimming  
236 began, and do you have an upgrade update on the progress.

237 Mr. Feliciano stated on the CDD portion, yes, that is done.

238 Ms. Montagna stated ok, complete.

239 Mr. Feliciano stated yes

240 Ms. Montagna stated ok. The sod?

241 Mr. Feliciano stated on Clay Brick, yes we are going to be installing sod Monday and  
242 Tuesday on Clay Brick there. The only thing I have to find out, obviously you know my  
243 irrigation tech went down with a heart attack, and I need to find out from the other tech did  
244 the node that was installed over there. But also note that node is on Fusilier's land, that is  
245 not your property still so that is

246 Ms. Kramer stated he does not own it anymore.

247 Well, whomever owned it at the time, I think it was Fusilier at the time, we did not  
248 have access to it and that is part of the reason why the sod went down. Now we are going  
249 to install the node there, but you need to let your new contractors know whose ever property  
250 that is it is not CDD property. So, it is going to be installed there. So, yes that will be  
251 completed between Monday and Tuesday.

252 Ms. Kramer stated and there was some sort of sod in the Lakes you were going

253 Mr. Feliciano stated yes, Sagebrush.

254 Ms. Montagna stated Sagebrush.

255 Mr. Feliciano stated yes, and I am kind of happy you touched on it a little bit. We are  
256 going to go ahead and install some Bahia there because that was originally installed. Ok,  
257 that Bahia is going to die again. Ok? The ground is completely uneven throughout the  
258 Lakes, all of the community, all the areas look like that and not only that is when they did  
259 the construction of homes, a lot of new debris and everything else they built the homes  
260 from it is in the dirt and surface there. So, all that sod is on uneven land plus it is just going  
261 to continue to die. It needs to be regraded.

262 Ms. Kassel asked well, is that something that we can do? Do we have a box blade on  
263 that tractor that we own?

264 Ms. Kramer stated we do, and we could possibly use the.

265 Mr. Feliciano stated you need more than a box blade. You are probably going to need  
266 a Bobcat to dig down in there and grade those areas out. That is how bad it is and some  
267 areas you still have wood in certain areas, nails, rock, and that is throughout the Lakes. I  
268 only agreed to do it just because. But we are not going to do throughout, just that one area.

269 Ms. Montagna asked this is in the Lakes?

270 Mr. Feliciano stated yes, all throughout the Lakes. If you look at all the easement areas  
271 throughout the lakes, all of them are completely the same.

272 Ms. Montagna stated regrading you know that is something the Board will need to  
273 discuss and how you want to move forward with it.

274 Mr. Feliciano stated, and you do have irrigation in there as well.

275 Ms. Kramer stated yes, so you have to be careful of that, we do not want to bust that  
276 up.

277 Ms. Montagna stated ok, trimming the tree limbs off the shade structures?

278 Mr. Feliciano stated that should have been done. I will double check since we are here  
279 Monday and Tuesday, but they were doing it last week.

280 Ms. Montagna stated it was completed; you are right. Oak trees that are damaged on  
281 Five Oaks?

282 Mr. Feliciano stated I was sent a picture of one oak tree that looked like it was damaged,  
283 which we spoke to the guys about it, but I mean if you drive through Harmony, you will  
284 see the old damage from mowers and stuff like that. I cannot say it was Servello or anyone  
285 else.

286 Ms. Kramer stated ok, it is recent damage. And I think it is with your new crew. What  
287 has happened is, I sat there and watched him and instead of circling the tree with the mower  
288 deck to the outside, he clips it all the time and the tree rings that should be there have not  
289 been maintained all the way down Five Oaks. From here all the way down to the clubhouse,  
290 and if you go down you can see almost every tree , I counted 39 trees.

291 Mr. Feliciano stated I saw some scarring, but I saw some scarring on the trees too that  
292 looked like it was done years ago. So again, I can say, I am not.

293 Ms. Kramer stated there are some real fresh stuff.

294 Mr. Feliciano stated ok, and that is something we constantly talk to our crews about  
295 and stuff. It happens in the landscape world, it is not just Servello, it happens. All you can  
296 do is try to coach and train your guys not to do it again.



297 Ms. Kramer stated the problem is that you guys have not been  
298 maintaining the mulch rings around them. They are so close to the street that if we had  
299 properly maintained mulch rings they would not have any need to be on that side of the  
300 tree at all. The problem is it is such a narrow area and that is why they are clipping them.

301 Mr. Feliciano stated I would not necessarily say not controlling the tree rings, as your  
302 trees get larger the ring should get larger as well. I mean if we went in there and pretty  
303 much sprayed where the ring should be, you would have no sod against your concrete areas.  
304 That is how large trees are. So, and the reason I am bringing that up is because we did that  
305 on Clay Brick and then the Board went back and asked us to replace the sod there which  
306 we told him it was going to die, and return, it did die. That was from your previous Board.  
307 Because you have very large trees, and your tree rings expand out. Most of your trees are  
308 up against concrete sections so you have small sections. Now if you want us to go back  
309 through Monday and Tuesday while we are here and edge the tree rings and do whatever,  
310 I would be more than happy to. But I am just telling you your trees are too large for the  
311 areas that they are sitting in.

312 Ms. Kramer stated right, but having grass between the curb and the tree causes the  
313 crews to actually come in and dink the tree which is really damaging to the tree and so  
314 hopefully they will all heal, and we will be OK. But that is a problem.

315 Mr. Feliciano stated I understand. They will. And again, we will speak to our crews  
316 about it.

317 Ms. Kramer stated if the tree ring had been maintained, then there would be no reason  
318 for them to be there. It would not, you are right, the mulch ring would be right on that curb  
319 but that is the intent. And we do have that in other areas of Harmony where that mulch  
320 ring, you had maintained it right on the curb because of the tree growth.

321 Mr. Feliciano stated and there is some areas you do not have sod at all. And again, that  
322 is just you know coaching and talking with the guys. I know that these trees will be fine  
323 because you have got scars on these tree is that is probably been there eight to ten years.  
324 And the trees still healthy. As long as you are not cutting into the tree beyond four inches  
325 of the tree, you are not really doing anything. You are just giving an ugly appearance, so  
326 to speak.

327 Mr. Feliciano stated I cannot say how many we have done. I cannot say how many the  
328 previous company before us had done. It is just a coaching thing in the landscape industry.

329 Ms. Kassel stated alright, Ms. Montagna, I have a question. Do you have more for him?

330 Ms. Montagna stated I do not that was all I had.

331 Mr. Feliciano stated thank you.

332 Ms. Kassel asked did we sign the contract; did we not do a contract with you guys for  
333 annuals?

334 Mr. Feliciano stated you did do one, and our install manager at the time tried to make  
335 contact with his contact out here to say hey you want pink and red geraniums the red  
336 geraniums were available the pink were not. The pink were available in a certain flower so  
337 I told him before you do that, you and Alfredo get together and speak with Vincent at the  
338 time to make sure they are ok with it. We got no word back out of it, so we did not install the  
339 annuals, so we did not send an invoice or anything to you guys for that.

340 Ms. Kassel stated ok, just checking.

341 Mr. Feliciano yes, we did not bill for it, so.

342 Ms. Kramer asked Jo, did you have anything to ask Mr. Feliciano?

343 Mr. Kassel stated thank you for your service.

344 Mr. Feliciano stated it has been a pleasure.

345 Ms. Kramer stated do not go yet. It is my turn.

346 Mr. Feliciano stated oh, ok.

347 Ms. Kramer stated I just have a couple of quick questions and you have answered most  
348 of my questions. One of the questions is we have three oak trees to put in on Cupseed and  
349 they were the wrong size. You guys came in and put just beautiful specimens in there. All  
350 three of them are dead as a door nail.

351 Mr. Feliciano stated yes, and that is not our responsibility unfortunately because we do  
352 not control the irrigation there, the CDD controls the irrigation there. And if you look at  
353 proposal it stated that we do not control irrigation there, you have to have water bags put  
354 on them which we have done in the past and Field Services are responsible for water  
355 because if we went out and watered those trees that are on CDD property then we will be  
356 held responsible for it. if we put it in writing, we did not put any of that in writing that is  
357 not our responsibility. I saw the trees and I called Mr. Perez and I talked to Mr. Perez about  
358 the trees as well. On one of the trees, I did shake it and leaves fell off which was good thing  
359 means it is going to push some growth but at the edge of Cupseed and Schoolhouse, and  
360 then you got another one further on down, they are dead. They are dead, and they are not

361 the responsibility of Servello because that is not on CDD property, and it is not even  
362 irrigated there.

363 Ms. Kramer stated ok, so you are saying the one further down away from the school is  
364 doing well?

365 Mr. Feliciano stated, it was one by a homeowner's property. That one there, the leaves  
366 have dropped. I even looked at it today before I came here and.

367 Ms. Kramer stated so you anticipate it coming back, but the other two are?

368 Mr. Feliciano stated I think that one will come back. And I called Mr. Perez and Mr.  
369 Perez said they were watering twice a day. The other two, they are not coming back.

370 Ms. Montagna asked how many are there?

371 Mr. Feliciano stated there are two.

372 Ms. Montagna asked there are two of them?

373 Ms. Kramer stated two of them will not come back and the third one he thinks will  
374 come back.

375 Mr. Feliciano stated, and we have done that numerous times.

376 Ms. Kramer stated yes, but the two put in on my side of Cupseed, I ended up watering  
377 them and keeping them alive.

378 Mr. Feliciano stated that is unfortunate, but that is what has to happen is the owner take  
379 responsibility of doing it because those water bags you are only going to get four, maybe  
380 five days of drip out of them. And sometimes...

381 Ms. Kramer stated oh, you do not even get that.

382 Mr. Feliciano stated well, it depends on how much you open them up, and I do not  
383 know if they were watered or not.

384 Ms. Kramer stated yes, I do not think they got watered. Thank you, sir.

385 Mr. Feliciano stated thank you, take care.

386 Ms. Kramer stated alright, the next item on our agenda is the. Oh, let me see if I can, if  
387 the Board does not mind, we do have one item that we may be able to help some folks out  
388 by moving it up on the agenda and that would be the, can you help me?

389 Ms. Montagna stated Benchmark.

390 Ms. Kramer stated Benchmark yes. The name?

391 Ms. Montagna stated yes.

392 Ms. Kassel asked Green Leaf/Benchmark Merger, 5A?

393 Ms. Kramer stated so if you all do not mind, we can move it up so that they can address  
394 what is going on and our Attorney can tell us what we need to do about it and we can move  
395 on from there.

396 **Green Leaf/Benchmark Merger**

397 Ms. Kassel stated just say your name, the company name for the minutes.

398 Mr. Atkin stated Jason Atkin, Benchmark Landscaping, previously Greenleaf  
399 Landscaping.

400 Mr. Botkin stated Mike Botkin with Benchmark Landscaping.

401 Mr. Mootz stated Jacob Mootz, Benchmark Landscaping.

402 Ms. Kramer stated ok, so gentlemen, tell us what has gone on since we awarded our  
403 contract.

404 Mr. Atkin stated so what has gone on since we have been awarded the contract, Mr.  
405 Botkin, and I .....Mr. Mootz was actually in the meeting, as well, when we did the pre-bid  
406 meeting we were introduced to each other by seeing Harmony. We looked at the property,  
407 went through the property and actually got to know each other that day. As we got to know  
408 each other that day we developed a relationship, and we decided it was best for my  
409 company and Mr. Botkin's company at the time come together and be one company  
410 together. So, we consummated that before the first of the year and we are now all  
411 Benchmark Landscaping.

412 Mr. Botkin stated he is still an owner, and I am still an owner.

413 Mr. Atkin stated we are still both owners.

414 Ms. Kramer stated ok, great.

415 Mr. Botkin stated we picked the Benchmark name for no other reason then we already  
416 had all of our shirts and stuff.

417 Mr. Atkin stated by the way, we are on record of being very disappointed that he won  
418 the bid.

419 Ms. Phillips stated you could have saved us a lot of agony if you had done this before  
420 we had to vote.

421 Mr. Botkin stated we had no idea.

422 Mr. Atkin stated the elephant in the room of that is, and I am sure your attorney can  
423 attest, when you are discussing things like this merger and are under an NDA (non-  
424 disclosure agreement), he knew, and I knew and obviously our attorneys knew, but no one  
425 else our company knew. He actually put our bid together for Harmony and again I am just



426 going to say for the record, we did not know how they were bidding they did not know we  
427 were reading until the summary came out what the bid was because as I am sure you can  
428 attest deals fall apart left and right so up until essentially 24 hours before closing was when  
429 we pretty much knew we were going to close because there is a million factors. I think you  
430 are an attorney you understand of what happens. Yes.

431 Ms. Kramer stated yes, many times. So, at this point, is there any action we need to  
432 take? We entered an agreement with Greenleaf and that was the name on the contract.

433 Mr. Eckert stated correct that is how you awarded rank number one was Greenleaf and  
434 that was why I advised that the contract be written in the name of Greenleaf. When do you  
435 all start or did you start

436 Mr. Atkin and Mr. Botkin both replied next Wednesday.

437 Mr. Eckert stated ok, so what we would need to do today is go ahead and approve an  
438 assignment of that contract to Benchmark, as a Board, and we would want to see, as soon  
439 as that assignment is approved, we want to see the insurance certificate from Benchmark  
440 which I think they are prepared to provide as well. But I just wanted to make sure that we  
441 signed the initial contract with the company we picked.

442 Mr. Atkin stated I think we did, obviously we can send it again, but we did submit the  
443 COI and W9, with all that.

444 Ms. Montagna stated we have that.

445 Mr. Botkin stated ok yeah all the requirements needed we.

446 Mr. Eckert stated yes, it just needs to be dated after the assignment.

447 Mr. Botkin stated ok perfect, it is not a problem.

448 Ms. Kramer stated ok, great.

449 Ms. Kassel stated so I move to approve assignment of our contract from Greenleaf to  
450 Benchmark. Do we need anything else in that motion?

451 Mr. Eckert stated no, that is it.

452 Ms. Kramer stated do I have a second?

453 Ms. Phillips stated second.

454  
455 Ms. Kassel made a MOTION to approve the  
456 assignment of the Greenleaf Landscaping contract to  
457 Benchmark Landscaping. Ms. Phillips seconded the motion.  
458 Motion passed unanimously.  
459

460 Ms. Kramer stated welcome aboard.

461 Mr. Botkin stated thank you.

462 Mr. Atkin stated thank you for having us.

463 Ms. Kramer stated glad to have you. And I want to let the residents here know that we  
464 selected the lower price on the bids, so we get the benefits of both companies. Glad to have  
465 you on board.

466 Mr. Atkin stated part of an acquisition merger of two companies like this is you get the  
467 best of both staffs, as well. So, the other gentleman that was here, Cal, he will also be a  
468 fixture here. Jacob will be the primary contact on site. Cal with the support on that side of  
469 the wall.

470 Mr. Botkin stated, and you also have both owners that are fully committed.

471 Ms. Kramer stated wonderful.

472 Ms. Phillips stated today I sat there I knew that I knew you guys, but I could not,  
473 because I forgot your names, sorry.

474 Mr. Botkin stated that was not your first meeting was it?

475 Ms. Phillips stated no, but the fact that you were here again it never crossed my mind  
476 that it was the landscape people.

477 Ms. Kramer stated well, thank you all very much. We look forward to seeing you  
478 February 1.

479 Mr. Botkin asked by the way, if the bench gets approved, can we donate the first bench  
480 please?

481 Ms. Kramer stated we would love it.

482 Ms. Montagna stated perfect. And the last bench that was in storage was rusted and  
483 could not be used. It was rusted out. So, we do not currently have any benches.

484 Mr. Atkin stated we have a supplier, and we would love to donate the first bench.

485 Mr. Botkin stated I think it is approved.

486 Mr. Atkins stated I do not know if you guys are going to discuss this later but there was  
487 an issue about on-site storage and that was kind of up in the air of yeah or nay.

488 Ms. Kassel stated that was so, yes go ahead, Teresa.

489 Ms. Kramer stated yes, we would have to put in a road basically that would cost us a  
490 quarter of a million dollars, in order to continue using that landscape storage area. So, at

491 this point unless we are able to sweet talk the County which who knows but right now we  
492 cannot.

493 Mr. Atkins asked so that plan is out? Ok.

494 Ms. Kramer stated unfortunately.

495 Ms. Kassel stated sorry.

496 Ms. Kramer stated now if you need ... in the future we will let you.

497 Mr. Atkins stated we knew it was in flux, but we just wanted to put it to bed for our  
498 sake for next week.

499 Ms. Kramer stated right now do not plan on it and we will grant you that gift if we are  
500 able to work something out.

501 Ms. Kassel stated I also want to talk about the annuals because we had a contract, you  
502 heard me talk about, so we need some annuals.

503 Mr. Botkin stated you are going to be between cycles, unfortunately.

504 Ms. Kassel stated yes.

505 Mr. Botkin stated if your cycle can wait until about March it is going to be a hot button  
506 item. It is when your.

507 Ms. Kramer asked can we approve it for when they are to go in for the Spring?

508 Mr. Botkin stated I can send that over.

509 Ms. Kassel stated what if we were to approve something that could go in now and last  
510 through to the next cycle to the summer cycle. I know it could be a little iffy because we  
511 are in the colder weather and by the time we get to May or June it is going to be pretty hot  
512 and what we put in now may not, but maybe there is something that we could, I mean  
513 geraniums should be ok until May or June.

514 Mr. Botkin stated as long as we can find that quantity.

515 Mr. Atkin stated yes, if we find the quantity and we will certainly do our best to make  
516 something happen knowing that is the hot topic.

517 Mr. Botkin stated I wrote down the color.

518 Ms. Kassel stated thank you.

519 Ms. Kramer stated we were thinking Christmas colors back then but now. So, if you  
520 want to approve them going ahead and installing, if you want to make a motion based on  
521 their installation.

522 Ms. Kassel stated I make a motion we go forward with the contract for the annuals that  
523 get installed now that can bring us through to the next, to the to the summer cycle.

524 Ms. Kramer stated ok.

525 Ms. Kassel stated because otherwise we are going to be you know a month and a half  
526 again.

527 Mr. Botkin stated sure.

528 Ms. Phillips asked are we going to put a dollar limit on it?

529 Ms. Kramer stated they have a first install in the contract. So, do I have a second.

530 Ms. Phillips stated I will second.

531 Ms. Kramer stated I have a motion and a second to go ahead with an annuals installation  
532 that will take us through to the summer cycle.

533

534 Ms. Kassel made a MOTION to approve the contract for  
535 the installation of annuals that will last to the summer cycle.  
536 Ms. Phillips seconded the motion.  
537 Motion passed unanimously.

538

539 Ms. Kramer stated thank you so much.

540 Mr. Atkins stated you are welcome.

541 Ms. Kramer stated that was item 5A that we brought forward, for the record.

542

543 **FOURTH ORDER OF BUSINESS** **Consent Agenda**

544 **A. Minutes for December 15, 2022, Regular Meeting**

545 **B. December 2022 Financial Statements**

546 **C. December 2022 General Ledger Detail**

547 **D. #272 Invoices and Check Register**

548 Ms. Kramer asked do we have any?

549 Ms. Kassel stated move to approve. I am sorry go ahead.

550 Ms. Montagna stated that is fine, you can move to approve, but I do have some updates  
551 to that I need to provide.

552 Ms. Kramer stated ok, let us do the providing them for.

553 Ms. Montagna stated so there are a couple of questions Ms. Kramer sent in, and also  
554 one Ms. Philips sent in. So, you saw some Home Depot receipts that stated Riverwood.  
555 Those are Harmony charges but the tax ID number that is assigned to Harmony is also  
556 attached to a phone number at Inframark that states Riverwood. So, they are in the process  
557 of changing that, it is a process. But the charges are in fact for Harmony.

558 Ms. Kramer stated let us stay on that real quick. There were a couple of those receipts,



559 two of those receipts were actually charged sales tax. Is that being taken care of in the  
560 process?

561 Ms. Montagna stated yes, that has been refunded.

562 Ms. Kramer stated ok.

563 Ms. Montagna stated, and you will see that on your next statement. Also, there was  
564 Tom Parrish, it was questioned why that bill took that long to pay. On December 15, the  
565 invoice was processed, Ms. Chalkley was out on vacation, it was paid on December 22.  
566 Looking at the vendor history, his invoices, they were not sending them straight to AVID,  
567 they were sending hard copies to Coral Springs. So that was the delay there. Also, Ms.  
568 Chalkley has gotten with Mr. Parrish, that when he is used in the future, to please send  
569 them there so they can be automatically processed, and he does not have to wait. There was  
570 also a revised invoice that he had to submit that caused a little bit of delay as well. So that  
571 was that. And, Mr. Parrish has been spoken to as far as anything regarding his payment.

572 Ms. Kramer ok that was confusing because when I looked in AVID, it showed that it  
573 had been approved in AVID in March of 2022.

574 Ms. Montagna stated the new invoice had to be requested and then we also had to get  
575 his W9 which took a little bit. Because in order to pay a new vendor, we have to have a  
576 W9, a certificate of insurance, in order to do that.

577 Ms. Kramer stated ok because we paid an invoice previous to that for the correction of  
578 the sewer pipe from the Swim Club.

579 Ms. Montagna stated that is the information that Ms. Chalkley gave me.

580 Ms. Kramer stated ok. Let us stay on top of that and make sure we do not, because he  
581 is a great plumber, and he has provided great prices. I would hate to lose him. So,  
582 everything is smoothed over with him?

583 Ms. Montagna stated yes, he is perfectly fine.

584 Ms. Kramer stated ok good.

585 Ms. Montagna stated no issues. Another thing that was asked, Pegasus bill on  
586 Southeastern survey and mapping. Mr. Hamstra did a digital elevation map that shows the  
587 high and low elevations throughout the entire subdivision that was used in a few meetings  
588 back to show what areas in the community will flood when the lakes rise. This map was  
589 used during our post Ian flooding discussion. Southeastern was used due to Dotty being  
590 out sick. Is that an accurate summation?

591 Mr. Hamstra stated you are spot on.  
592 Ms. Kramer ok. So that explains what that is and, yes. So, DM is digital mapping.  
593 Ms. Montagna stated yes, sorry.  
594 Ms. Kramer stated I found that out, but I did not know if Board members would.  
595 Mr. Hamstra stated elevation.  
596 Ms. Montagna stated yes.  
597 Ms. Kramer stated digital elevation model.  
598 Ms. Montagna stated so that answers that part. Servello tree replacement of Sycamores,  
599 we discussed that earlier. and then where the three oaks near the school, yes, it was three  
600 oaks they mislabeled their proposal.  
601 Ms. Kramer stated ok, not Sycamores.  
602 Ms. Montagna stated correct.  
603 Ms. Kramer asked so with the two that have passed away, you guys will be replacing  
604 them?  
605 Ms. Montagna asked where are they? Because Mr. Perez said the ones when  
606 Ms. Kramer stated the one is the right across from my house  
607 Ms. Montagna asked is it Cupseed?  
608 Ms. Kramer stated on Cupseed right across from my house and the other one is right  
609 on the corner of Schoolhouse and Cupseed.  
610 Ms. Montagna stated because the arborist Stacey or whoever came out, I will have to  
611 get her name called and told Vincent and Brett that the trees are in shock effect when they  
612 were planted, and the cold of the weeks was bad for them, and they are going to come back.  
613 That is what she stated.  
614 Ms. Kramer stated I think she is horribly mistaken.  
615 Ms. Montagna and these are Cupseed, is that accurate? Is that the location you are  
616 referring to?  
617 Ms. Kramer stated well there was one on Cupseed that he said is going to come back.  
618 But no, this is not. The other two?  
619 Ms. Montagna ok yes. Then yes. The answer to that question in short is if they are in  
620 fact dead because the proposals Servello is absolutely right. On the proposal it clearly states  
621 that Inframark would keep refilling those water bags.  
622 Ms. Kramer stated ok.

623 Ms. Montagna stated yes, and I think that was all you had. No there is one Toho, 3200  
624 Schoolhouse meter. Why does it use so much water? It states twice what the meter uses.  
625 The monthly bill averages \$2000 with high on September 22. Mr. Morrell and Mr. Perez  
626 reached out to Barbara with Toho to have a tech onsite, followed up multiple times.  
627 Servello did not find any issues out there. They share those reports with the landscape  
628 vendor to review any overages currently the status is waiting on a response from Toho  
629 regarding having a tech to come on site and look and see.

630 Ms. Kramer stated alright, I mean one bill was \$4600.00 for one month and that is  
631 more than we spend anywhere else in Harmony.

632 Ms. Phillips stated yes, and that is reclaimed water, that is not even clean water.

633 Ms. Kramer stated no, that is irrigation water.

634 Ms. Montagna stated just to go back to the Tom Parrish, that first invoice, that you were  
635 referring to, that was paid on Mr. Perez's pcard. Which was why they were not initially  
636 setup with a W9 because he paid it on his corporate card and then just passed the cost  
637 through to the District.

638 Ms. Kramer stated that makes sense.

639 Ms. Montagna stated so that is where you saw the delay. I believe that was all of your  
640 questions, did I miss one?

641 Ms. Kramer stated there were a couple.

642 Ms. Montagna stated oh Avalon.

643 Ms. Kramer stated yes, the Avalon pool.

644 Ms. Montagna stated so the Inframark invoice for November, Mr. Perez's card for  
645 \$580.00 for Avalon pool cleaning/repair from 9/20/22 was repair of a Stenner pump. And  
646 that would be charged to the District, that would not be part of  
647 what Inframark, Inframark pays their \$2000.00 and whatever.

648 Ms. Kramer stated right, to provide the CPO.

649 Ms. Montagna stated yes, this was repair of the Stenner pump.

650 Ms. Kramer stated yes, I saw cleaning and repair and I was not sure what in the world  
651 that was.

652 Ms. Montagna stated yes, that is what that was from.

653 Ms. Kramer stated alright, the other is the Five Oaks Swim Club, their OUC meter, that  
654 I think runs our pool heater.

655 Ms. Montagna stated it runs your swim club pool pumps, heaters, and bathroom  
656 electrical. In the cool season, the heaters draw more energy for the heat pumps to keep the  
657 pool warm.

658 Ms. Kramer stated yes, we just need to with OUC, because it may be the simple thing  
659 of we alternate which heater is on, so they do not both kick on at the same time. If they  
660 both kick on at the same time, being that it is on a demand meter, it shoots our cost out the  
661 roof. So, it may be as simple as that, putting one just slightly delayed from the other. The  
662 first kicks on and then the other one kicks on so if we can do that great.

663 Ms. Montagna stated yes, we will check into it.

664 Ms. Kramer stated yes, the last thing would be the Inframark bill, which we wanted to  
665 discuss later. So, I would request that we approve the agenda withholding out the bill for  
666 December.

667 Ms. Kassel stated my motion is amended, so amended.

668 Ms. Kramer asked second?

669 Ms. Phillips stated I will second.

670

671 Ms. Kassel made a MOTION to approve the consent 672 agenda, withholding the Inframark December bill. 673 Ms. Phillips seconded the motion. 674 Motion passed unanimously.
--

675

676 Ms. Kramer stated Ok, 5A we have already dealt with.

677

678 **FIFTH ORDER OF BUSINESS** **Staff Reports**

679 **A. Green Leaf/Benchmark Merger ---Moved up to Contractors Reports**

680 **B. Field Manager's Report**

681 Ms. Montagna stated if you guys have any questions, I would be happy to answer them.  
682 I pretty much went over, there is a couple of other open items. You just heard from  
683 Benchmark and Greenleaf. Field Staff and Area Field Manager to review storage  
684 containers need to ID surplus items, that was completed.

685 Vincent is waiting on contractors to meet with him regarding the Ashley Park Pool  
686 office refurbishments. Which we are going to talk about later when we talk about field.

687 Ms. Kramer asked talk about options?

688 Ms. Montagna stated yes. The Polaris XD engine is still needed. I have followed up  
689 with Briggs three times. I have now escalated the request back to the contact at Polaris,  
690 Mr. Brent Maynard.

691 Toho weekly meter readings. There is one on Schoolhouse that Vincent is waiting for  
692 a tech for. We just talked about that.

693 Brightview trimming was completed. I have not heard any complaints about their work  
694 so far.

695 Ms. Kramer stated all compliments. Everybody was very pleased with it.

696 Ms. Montagna stated BrightView Proposal for Feathergrass and Middlebrook is up for  
697 discussion and vote this evening.

698 Ms. Kramer stated yes.

699 Ms. Montagna Benchmark and BrightView provided proposals for tree removal and  
700 replacement, revised proposals were shared with the Board and staff to include the oak at  
701 the intersection of Catbrier and Primrose. You all see and have access to the drop box that  
702 has all of that information in it. Do you need me to go over it?

703 Ms. Kramer stated no, but it is.

704 Ms. Montagna asked it is what?

705 Ms. Kramer stated it does not contain even a small percentage of what gets in.

706 Ms. Montagna stated of what, what get in?

707 Ms. Kramer stated of what residents and others send in.

708 Ms. Montagna stated ok, yes, he does not put every single thing in. If it is something  
709 they go out and fix right away, my understanding is no that does not go in there because  
710 you would have five million things. It is the major things, but I will talk with him and see  
711 what exactly is missing.

712 Ms. Kramer stated yes.

713 Ms. Montagna stated Malever Construction new phase in Harmony East Five Oaks, I  
714 may have butchered that name, sorry. Benchmark is working with the developer to move  
715 irrigation valves in the middle of an entry road.

716 Ms. Kramer stated yes.

717 Ms. Montagna stated the valve and mainline are district property the work will be paid  
718 for by the developer. Garden Road grading update: Lamar from Gary's Grading stated work  
719 should begin in two weeks. The rock supplier is out of inventory, which is happening  
720 everywhere, and they are wrapping up two current jobs. So, that is your update.

721 Ms. Kramer asked out two weeks?



722 Ms. Montagna stated yes, about two weeks out from today and if something changes  
723 obviously we will provide an additional update.

724 Ms. Kramer stated ok.

725 Ms. Montagna stated so that is the field update.

726 Ms. Kramer stated one question there is that Primrose Willow there was a whole section  
727 that was missed in the whole project. And it has got a

728 Ms. Kassel stated a sidewalk replacement and refurbishment, right?

729 Ms. Kramer stated yes, and we kept asking about it and asking about it and it was  
730 missed.

731 Ms. Montagna stated it was missed; it was just missed.

732 Ms. Kramer stated, and it did not go into the change order, or anything. So how soon  
733 can we because that is a two-inch uneven.

734 Ms. Kassel stated it is more like close to three inch.

735 Ms. Kramer stated yes.

736 Ms. Montagna stated for panel replacement, you are asking? Mr. Blanco was out here  
737 today and yesterday, so that is coming. And we have got two

738 Ms. Kassel stated I was wondering if we could just grind it down, I mean it really is a  
739 hazard.

740 Ms. Kramer stated oh, it is a major hazard. Or come in and put something like over on  
741 Bluestem before you guys even came on board, somebody, and I think it was the  
742 homeowner, came in and put some sort of grout or concrete to transition it and it has held  
743 up wonderfully. If they could at least do that, so it is not that blunt trip hazard.

744 Ms. Kassel stated yes, kids riding bicycles.

745 Ms. Montagna asked Blue Stem, you say?

746 Ms. Kassel stated no, it is on Primrose Drive.

747 Ms. Montagna stated no, I know. I meant what was done.

748 Ms. Kramer stated it is on Bluestem right at the curve where it comes around and starts,  
749 behind the school. If they want to take a look at that and see if that is something that they  
750 could do over there.

751 Ms. Montagna stated we will do something and maybe even go out and grind it or  
752 something.

753 Ms. Kramer stated it is just horrible.

754 Ms. Kassel stated it has been bad and I have mentioned it I mean I think in June I said  
755 something.

756 Ms. Montagna stated right it goes back to May. Or at least, that is what I found. So yes.

757 Mr. Eckert asked is it marked, at this point?

758 Ms. Kramer stated yes, it is marked.

759 Ms. Montagna stated it is marked but still.

760 Ms. Kassel stated but if it is dark, you are not going to see it.

761 Mr. Eckert stated yes, I understand. Ok.

762 Ms. Montagna stated yes, it is marked but I mean.

763 Ms. Kramer stated yes, we just need to get that done because it has been sitting. And  
764 there are several other sections that need to be replaced.

765 Ms. Montagna stated yes, Mr. Blanco is doing it actually. He went out today  
766 and yesterday and marked all of the major panels throughout the community.

767 Ms. Kramer stated ok.

768 Ms. Montagna stated but this Primrose section, I will go out and look at Bluestem see  
769 what they have done there and if that is something that can be done maybe we can just do  
770 that. But in the meantime, maybe grind something, at least to get the big lip down.

771 Ms. Kramer stated ok, that would be great.

772 The other thing I would like, Jessica Sullivan with IFAS have recommended against  
773 going in and cutting the roots of the trees because of the possibility of creating instability  
774 in the trees. And she had some alternative methods so if you all could look into that. That  
775 way it will preserve the trees yet allow our sidewalks to be safe.

776 Ms. Kassel stated so I think it was like grading.

777 Ms. Montagna stated it is, it is like a slope.

778 Ms. Kassel stated or the kind of stuff we have in the small dog park off of Primrose  
779 Willow around the benches it is like a rubberized.

780 Ms. Montagna stated to spray under there that lifts the sidewalk panel.

781 Ms. Kassel stated or to remove the panel because the root is going to be there and  
782 replace it with that.

783 Ms. Kramer stated so some alternatives, if you all can explore those and maybe that  
784 could be a test site for one of those.

785 Ms. Montagna stated yes, definitely we can look at that.

786 Ms. Kramer stated ok. Alright, any other questions before we go into proposals?

787 Ms. Kassel stated I have a question about one of the tree removal and replacement.

788 **i. Tree Proposals**

789 Ms. Kramer stated ok, let us start first with the Feathergrass and Middlebrook. This is  
790 tree proposal A.

791 **a. BrightView #497490, Southern Live Oaks Proposal**

792 Ms. Kramer stated this is basically an extension of the contract that they have already  
793 done for inside tree trimming. But because they had not given us a quote on Feathergrass  
794 and Middlebrook, because those were County streets, but we have decided to include the  
795 County streets. It is before you again. That is the same per tree price that they gave us for  
796 Butterfly for trees of the same age. And they did again go in and select and suggest  
797 trimming only the ones that really need it. So, at this time, so we have consistency with  
798 inside tree trimming, I would entertain a motion to approve.

799 Ms. Kassel asked so this is, we are talking about 5Bia?

800 Ms. Kramer stated yes, and that is a separate from the other proposals. The other  
801 proposals are all alternatives of the same work, so it is kind of confusing when I first saw  
802 it.

803 Ms. Kassel stated, and I was confused because we received revised proposals and I was  
804 confused to because they came in relatively late I was confused as to which of these four,  
805 A, B, C, D, that the revisions were on.

806 Ms. Kramer stated ok that first. The revisions were not on A. So A. is strictly the  
807 periodic tree trimming for those trees on Middlebrook and Feathergrass .

808 Ms. Kassel stated move to approve, BrightView #497490.

809 Ms. Kramer stated I have a motion to approve, do I have a second?

810 Ms. Phillips stated I will second.

811

812 Ms. Kassel made a MOTION to approve BrightView  
813 proposal #497490, Southern Live Oak tree trimming, in the  
814 amount of \$6,030.00. Ms. Phillips seconded the motion.  
815 Motion passed unanimously.

816

817 And that contract we can just have District Management just take the one we have for  
818 the remainder of the Community and paste in the new price and the new scope, and they  
819 provided you with the scope and the graphics for that so that.

820 Mr. Eckert stated as long as you are not approving the terms and conditions on the  
821 BrightView proposal. Ms. Kramer stated right, it will just be the same contract.

822 Ms. Montagna stated exhibit, and just the scope would be the exhibit.

823 Mr. Brown stated I understand. I am just saying they have their preprinted terms in  
824 here.

825 Ms. Kramer stated yes we do not want to approve that.

826 Mr. Eckert stated ok.

827 **b. BrightView #501149, Tree Removals**

828 **c. BrightView #8017941, Tree Removals and Replacements**

829 **d. Benchmark #230118-02, Tree Removals**

830 Ms. Kramer stated alright, B, C, and D are all alternatives to the same work,  
831 BrightView, in B., has recommended that they are going to remove and stump grind seven  
832 trees and not replace them. They have added the eighth tree because it was left out when  
833 the scope was given to them, and the eighth tree is that one that is split over there on  
834 Beargrass that IFAS told us because of its location it could be hazardous, so they added  
835 that one. C is also BrightView, is removing those same trees and replacing them with new  
836 younger trees at three-inch caliper. And then D is a proposal from Benchmark for the  
837 removal and replacement but only five trees this leaves out the two trees on Five Oaks that  
838 were damaged by the vehicles, that have the severe bark damage. So basically, we are  
839 looking at approving one of these three.

840 Ms. Kassel stated or the revision to B, which is the removal of eight trees instead of  
841 seven and not replacing. I did not have time the to take a look at the locations of all these  
842 trees. I mean, I know that Ms. Sullivan told us that if we have a tree that is being removed,  
843 and there are trees on either side of it that are doing well that we should not replace them  
844 and I did not have time to go to each of these sites to see whether it was the case but you  
845 said you have.

846 Ms. Kramer stated I have. I went out and looked at each and every one of them and  
847 what I saw is for all of them they do have healthy trees on either side with the exception of  
848 one on the west entrance on Five Oaks. The one adjacent to it is floundering a bit but the  
849 indication when I spoke to her was that that one might flourish if the other one was removed  
850 so it would be kind of like it would be better to remove it and see how the other one  
851 responds and then it that one does not respond well then take that one out and plant the  
852 next one in between those two instead of replacing both of them. But all the other ones do.

853 The only ones I had a question about was, there was the one, it is a Maple, at 6850 Sundrop.  
854 Ms. Sullivan or maybe it was BrightView rated it as health was 60% it was in fair health.  
855 It did look a little scraggly but not more so than some of ours. So that would be the only  
856 one that I am not fully sure of. The laurel oak has got definite trunk and base damage and  
857 it has a dead tree across the street that is only a stump now so if they could take that stump  
858 out while they are there that will be good. But again, that may fall it is really scraggly and  
859 we may take it out and see how the adjacent trees do and possibly replace it in the future  
860 but not right now.

861 Ms. Kassel stated so I see there is proposal #504130 from BrightView. Is that the one  
862 of these are removal and stump grinds that is the revision that Mr. Perez sent. Is that the  
863 one that we are considering along with these? Is that the replacement for

864 Ms. Kramer stated #501149?

865 Ms. Kassel stated no #504130 it is a removal and stump grind of 1,2,4, 8 trees.

866 Ms. Kramer stated 8 trees, ok so that is the revised number?

867 Ms. Kassel stated yes, that is from his e-mail

868 Ms. Kramer stated ok.

869 Ms. Kassel stated that was on the 23<sup>rd</sup>/

870 Ms. Kramer stated I thought they were using the same number and, can you give me  
871 that number again

872 Ms. Kassel stated you bet just give me a moment.

873 Ms. Kramer stated sure.

874 Ms. Kassel stated the amount is \$6400.00.

875 Ms. Kramer stated yes.

876 Ms. Kassel stated move to approve BrightView proposal #504130 for the removal and  
877 stump grinding of eight trees.

878 Ms. Montagna stated what is the number?

879 Ms. Kassel stated the proposal number? It is #504130.

880 Ms. Kramer stated ok, I have a motion do I hear a second.

881 Ms. Phillips I will second.

882

883

884

885



Ms. Kassel made a MOTION to approve BrightView revised proposal #504130, removing and stump grinding eight trees in the amount of \$6,400.00. Ms. Phillips seconded the motion.

Motion passed unanimously.

**ii. Symbiont Service Maintenance Proposals**

Ms. Kramer stated would you like to take that one ?

Ms. Montagna states sure. So the quote in front of you is for.... first one, so I guess there are two. The first one is #342455 that is replace both pool sight glass condenser coils that are leaking water side glass and dryer includes 2 condensers, drier, sight glass, torch, backing, freon reclaim and return, and labor. So, I was out there today with another pool vendor, and it is leaking water.

Ms. Kramer stated running up our water bill.

Ms. Montagna stated yes, I have to check on that and see what the what that entails but this is, there is a leak. And the problem of going to other vendors is it is a Symbiont heater, so you have to, Symbiont is the one you have to fix it unless the District wants to go with whole new vendor with a whole new system.

Ms. Kassel stated we are out of warranty.

Ms. Montagna stated correct, so there is a one-year warranty on parts and labor on this and one year, so it tells you all the warranty stuff, but it definitely needs to be fixed. Right now, you have one heater working and it is heating the pool and it is heating it to 83 but the problem is you cannot turn off that main valve to stop the leak because the water has to flow through both, or it will not heat at all. So, it definitely has to be fixed. And the systems are very old, and it is about \$50,000.00 to replace those heaters. I talked to another gentleman, and you can go to a whole new system that is through Symbiont is about \$50,000.00 but you can go to a whole new system there is a couple out there. Bosch is one of them and so

Ms. Kassel stated and tell us about this second proposal it is for some kind of service agreement.

Ms. Montagna stated so apparently, the District had a maintenance plan on these heaters for a while. For whatever reason back in 2019 the Board decided to do away with the maintenance plan. There has been no maintenance on these machines since 2019, since you cancelled the maintenance plan.

Ms. Kassel stated the Board did not do that.

921 Ms. Montagna stated I do not know why and did not research minutes to find out. That  
922 is something I have Christy looking at now, but that is what the Symbiont who is been the  
923 rep out here for however long said that there used to be a maintenance plan and there is  
924 been no maintenance on these since 2019 and that is when the maintenance plan was  
925 cancelled. I say "by the Board" because I.

926 Ms. Kramer stated well I would imagine it would take a vote of the Board.

927 Ms. Montagna stated that is my assumption, whether it was a field manager that, I have  
928 no idea, but it was cancelled. So there has been no maintenance done on these since 2019.  
929 So, the recommendation is yes you should have a maintenance plan on these, these are very  
930 expensive pieces of equipment that this District uses.

931 Ms. Kramer stated, and this is essentially a sole source because it is a Symbiont product.

932 Ms. Montagna stated that is correct.

933 Ms. Kramer stated it has to be Symbiont; another vendor would not service it. So, I  
934 guess our decision is to accept this or to shut down the pool heater and investigate replacing  
935 it or choosing not to have any heated pools. Is that what that what I am hearing?

936 Ms. Montagna stated those are your options right there.

937 Ms. Kramer stated ok.

938 Ms. Kassel stated I am looking for a quote. Ok, so I move to approve Symbiont Service  
939 Corporations quotes Q7681 and SA2784-Q, which are the two proposals in the agenda.

940 Ms. Kramer stated I have a motion, do I hear a second?

941 Ms. Phillips stated I will second.

942 Ms. Kassel stated I would like to know what this service agreement includes.

943 Ms. Montagna stated right here.

944 Ms. Kramer stated yes, it is pretty extensive.

945 Ms. Montagna, yes, it is in the agenda.

946 Ms. Kassel stated oh is this it, ok.

947 Ms. Montagna stated that is everything for your plan maintenance, a 28-point checklist.  
948 So, this is everything and also being that you would be a maintenance plan holder, you  
949 have preferred discounts on all parts and labor that are not covered under the warranty, the  
950 manufacturer's warranty. So, they give you some sort of discount for being in their  
951 maintenance program.

952 Ms. Kassel stated, and nothing is under warranty anymore, right, except for. Or are  
953 some of these parts.

954 Ms. Montagna stated yes if you look on here it tells you.

955 Ms. Kramer stated yes, they will be warrantied once they are replaced.

956 Ms. Montagna stated that is right we have one year warranty on parts and labor on one  
957 thing another thing is another one-year parts and labor warranty as well.

958 Ms. Kassel stated ok.

959 Ms. Kramer stated any further discussion? Hearing none, I will call the question. All in  
960 favor?

961 All Supervisors replied aye

962 Ms. Kramer asked all opposed? Hearing none, motion passes unanimously.

963

964 Ms. Kassel made a MOTION to approve Symbiont  
965 Service Corporation #q7681 for condenser repairs, in the  
966 amount of \$3,424.55 and #SA2784-Q for a maintenance  
967 agreement on both condenser units, in the amount of  
968 \$410.00. Ms. Phillips seconded the motion.  
969 Motion passed unanimously.

970

971 Ms. Kramer stated we will keep the heater running for everybody.

972 Ms. Montagna stated I felt it today and it is chilly out and it felt like a hot tub.

973 Ms. Kramer stated it is pretty nice when it is heated.

974 Ms. Montagna stated I was surprised that it was as warm as it was when I felt it. I was  
975 not expecting it to be that warm and it was like a hot tub. Yes, kind of crazy but.

976 **iii. Update of Staffing Issues**

977 So, next you have staffing update. So, I have a couple things. You know I have heard  
978 several different, not several, a bunch of issues that have come through. Ms. Kramer is  
979 going to be able to touch on those if she would like. So essentially I had planned to come  
980 today with a whole package of kind of some different things with staffing, our field and  
981 what they do on a daily basis and all those things. I do not have all of that put together. I  
982 was out here today for three hours and basically for some pool stuff but ended up looking  
983 around. So, the staffing update, Ms. Kramer's interested in, you know, what kind of credit  
984 from Inframark is willing to give the district back. And as it sits today, we do not, Inframark  
985 does not feel that we owe you a credit. As of November, Chris and Asher quit, or resigned.  
986 This was during the hurricane stuff. Chris went to do, not that it matters but he went to do

987 some like adjuster work, and then Asher kind of shortly after, so you were down two  
988 people. as far as staff wise. We had people from our general field staff coming out. Mr.  
989 Baez, Mr. Blanco, Mr. Simmons, a few different people here and there if things needed to  
990 get done. Also currently, you are staffed with temporaries, as well. Temporary staff, they  
991 work the full hours, but they are they are not Inframark staff, we are paying for them,  
992 obviously, and we paid forty-eight percent on that. So, you do have staff. You know I will  
993 say that some things have fallen through the cracks, need to get rectified. Would I say it is  
994 a horrible job and your field staff has done a horrible job out here, no. No, I would not say  
995 that. I would say that some things have gotten, definitely fell through the cracks some  
996 things that need to be done a little bit better, but we can always get better every day and  
997 that is what we strive to do but I think the field staff has been somewhat responsive in that  
998 respect and getting stuff done. So that is kind of where it is at. So, my plan is to provide a  
999 full kind of comprehensive package in your February agenda that the Board can review  
1000 and kind of decide what you want to do from there. Mr. Eckert and I talked about the  
1001 Inframark contract. I do believe your contract needs to be updated and or revised. I know  
1002 there was a lot of things you know that were said we talked about it before about different  
1003 things so I definitely think that that is something the Board needs to visit and maybe look  
1004 at the scope, come to some sort of expectation of what this Board expects of your field  
1005 staff, and get it written in a scope definitively however you all see fit and maybe it is the  
1006 same scope you have now I do not know but that is something that I think you all need to  
1007 discuss and then maybe give it to Counsel and say look this is the scope we want, build a  
1008 contract and then authorize your Counsel to enter into negotiations with Inframark to do  
1009 that. We are making a change, a couple of changes internally, Mr. Morrell will no longer  
1010 be out here. And he will be here until we have a couple of people already, but he obviously  
1011 will make sure they are familiar with the property and things like that. Mr. Perez will as  
1012 well, but we are already talking to Mr. Morrell and have already made that change but he  
1013 still has to be out here with Mr. Morrell for a few weeks at least maybe even a month of  
1014 just being a shadow and Mr. Perez being out here and really showing and knowing what  
1015 needs to be done which is another reason why in February I would like to make sure maybe  
1016 your fine with this current scope. I know that Ms. Kramer sent out the contract to all the  
1017 Board members so I would advise you review that see if you have any changes or additions  
1018 that you would like to make to that scope or see something different in that scope and then

1019 maybe send it to me so I can include that in the package that you all can review for your  
1020 February meeting and then come to some sort of consensus. Obviously, your other option  
1021 is you can go a different direction and go with another company if you are not happy with  
1022 Inframark field. So that is kind of where it ends or where it is and that is it.

1023 Ms. Kramer stated thank you.

1024 Ms. Montagna stated yes, of course.

1025 Ms. Kramer stated any comments or questions?

1026 Ms. Kassel stated I received a call last week, earlier this week, I cannot recall.

1027 Ms. Montagna stated last week.

1028 Ms. Kassel stated it was last week asking for my feedback but the fact that Mr. Morrell  
1029 is being replaced is coming as a surprise.

1030 Ms. Montagna stated I am sure it is.

1031 Ms. Kassel stated, and I am sure I will see him around. I actually, I think today, I was

1032 Ms. Montagna stated he is on Zoom. He is not here tonight because he is ill. And being  
1033 that we are in such a tight space even though even today outside he was wearing a mask  
1034 but being that we are in such a small space I just asked him if he would join by Zoom just  
1035 to be safe. But he is not feeling good at all.

1036 Ms. Kassel stated I am sorry well Vincent I hope you are feeling off at a very soon.  
1037 Sorry to hear that you are not going to be in Harmony much longer and I wish you the very  
1038 best and if I see you around I will say hi.

1039 Ms. Kramer stated my concern is being fiscally responsible for this to the CDD. We  
1040 pay a little over \$28,000.00 a month for our field services staff and that staff is to include  
1041 one manager and four line workers. We have been down two staff members since the  
1042 beginning of November so that is three months now. And they have tried very well to send  
1043 substitutes and day laborers over and that has filled in the gaps to a certain extent, but the  
1044 efficiency and the effectiveness of that just does not bring it up to the standard where if we  
1045 had the full contingency of workers who are trained in the Harmony area that it would be  
1046 and some of the things have been lacking and being as we spent \$65,000.00 bringing our  
1047 sidewalks up to ground zero with the one missed section but the rest of them and we have  
1048 spent \$194,000.00 getting our Old World Climbing Fern cleared out to the point where our  
1049 staff, putting in a basically the 32 hours a week on it, will be able to keep up with it. But  
1050 because, like Brad who does our spraying and our Old World Climbing Fern mitigation so



1051 to speak, he has been cleaning bathrooms and doing all these other jobs instead of being  
1052 out there staying on top of it and keeping us in compliance.

1053 Ms. Montagna stated first let me interrupt for second. He was not out there doing it  
1054 because you guys were having a vendor come in and do it so that is why. But he is about  
1055 to start doing it based off of the experts that you hired, Ms. Catherine Bowman and Mr.  
1056 Bill Snively, I always get his name wrong. So that work is about to have to start again  
1057 during

1058 Ms. Kramer stated yes, they finished up the third week of December and so there is  
1059 work. This is typically the slower period because not as much work has to be put in on the  
1060 pools and the bath houses, they are not getting used daily with regularity of large groups.  
1061 This is usually when we get a lot of extra projects done. There is just, it is our responsibility  
1062 to the CDD is to ensure we are paying appropriately for the service we are getting but then  
1063 when there are services down I would, when we had this discussion previously about how  
1064 long do we give Inframark to get new people on board before we do withhold some of the  
1065 funding, we agreed, the board agreed, to a one month period. And so that would have been  
1066 the month of November.

1067 Ms. Montagna stated we have had staff here, and it does not say that we have to  
1068 have Inframark staff. We staff them with our current field staff and temporary staff and  
1069 that is where Mr. Tarase feels that he does not owe a credit because we have had staff here.  
1070 They are not in Inframark permanent, but they are still full-time employees that work here  
1071 the scheduled hours 7:00 a.m. to 4:00 p.m., I think, it is maybe 4:30.

1072 Ms. Kassel stated so I do not know that we could quantify what we feel has not gotten  
1073 done. I certainly have felt like there seems like one of my comments had been that when I  
1074 had that call with Sean, was that we have an essentially a weekly report that has  
1075 photographs and 95% of it is referred to Inframark, but there is plenty of things that Field  
1076 Services should be doing that are not on the list.

1077 Ms. Montagna stated no Inframark is Field Services, do you mean Servello? Oh ok,  
1078 that is ok.

1079 Ms. Kassel stated I am sorry. It is past my bedtime?

1080 Ms. Montagna stated that is ok.

1081 Ms. Kassel stated so there most of their photographs and items are for Servello and  
1082 very few are Inframark, or field services, and it seems to me that there is a lot that is not

1083 on there that should be Field Services responsibility. It seems like I mean for a while it  
1084 seems like things have not gotten dealt with but I do not know that we can quantify it at  
1085 this point but moving forward from this point I wonder what can be done to make sure that  
1086 the quality and quantity of work that needs to be done to maintain the District properly by  
1087 Field Services according to our contract, what can be done to ensure that it gets done to the  
1088 standard that it needs to be.

1089 Ms. Montagna stated agreed and that that is where I talked to Ms. Kramer and I even  
1090 talked to your Counsel and I think taking that scope that you all have now look at it review  
1091 it just based off of what you have seen and what, if there is anything you would like to add  
1092 to it because I want there to be something in there that like you said can quantify right now  
1093 and I have talked to Mr. Eckert above this the contract is very

1094 Ms. Kassel stated mushy?

1095 Ms. Montagna stated vague.

1096 Mr. Eckert stated well I would say that it identifies positions, but it does not say how  
1097 much time has to be devoted and so that is where it is a little bit squirrely in terms of how  
1098 you interpret that but it does identify a specific positions with specific duties but it does  
1099 not have a time commitment in terms of those that I could see and maybe.

1100 Ms. Kramer stated right, those were basically full-time positions.

1101 Mr. Eckert stated ok, yes.

1102 Ms. Kramer stated one FTE for each of those categories.

1103 Ms. Montagna stated and that is why I think, for the Board, not only for you but for  
1104 Inframark too, so you can be able to push back like this and go ok look we did not get, we  
1105 are not getting we expected this. This is, this is our level of expectation. This is what we  
1106 want, this is what we expect, so I just think getting that cleaned up in a little more tightened  
1107 up and definitive I think would be great and then we can be able to be able to move forward  
1108 and say look this is what we are not getting. And maybe even put into the contract, we have  
1109 another District where, actually Celebration is one as well, where every six months the  
1110 Board nominates, which in their case they did the chair, where they do a review of the  
1111 services that they are supposed to be getting via contract versus what we have seen or what  
1112 other board members have reported and it has worked out great because then it is actionable  
1113 things of everything is great or here is what we have seen and then there is a cure period  
1114 and then we move on. So that has worked out very well and I do not know if that may be

1115 an option that you want to look at as well. But we do it there it works out well. We do it at  
1116 other Districts and it works out well where it is a six-month kind of review instead of an  
1117 annual review.

1118 Ms. Kramer stated, and I agree that we can fine tune that, but right now you know  
1119 Inframark has an obligation to provide us with a certain number of staff members. To me  
1120 they have definitely filled in one of those vacant staff members by using Celebration staff  
1121 and day labor, but we have had numerous instances where Brad has been working on his  
1122 own and there have been no other staff members on, and we typically always have at least  
1123 two if not three staff numbers sometimes four on site, sometimes five. But we are definitely  
1124 down, and we are definitely not getting the work done so I would propose that we withhold  
1125 the equivalent of one FTE for each of the months of December and January.

1126 Ms. Montagna stated, and we would need examples of that, and times and dates that  
1127 nobody was here because we also have where we pay our Celebration staff overtime to  
1128 come and work on the weekends with Brad and we have documentation of that. So, and I  
1129 talked to Mr. Tarase on the way here and essentially that is his stance but if the Board can  
1130 provide you know data showing this is where you failed then he is happy to entertain it. I  
1131 mean we have a good partnership and want to remain that way.

1132 Ms. Kramer stated well are you going to provide us with the worksheets that say who  
1133 is here when and you know again

1134 Ms. Montagna stated we certainly can.

1135 Ms. Kramer stated the problem is it is a day laborer

1136 Ms. Montagna stated it is still an employee

1137 Ms. Kramer stated it is an employee, but you know, at most, it is equivalent to maybe  
1138 half a person, if not then

1139 But Ms. Kramer, that is your opinion. That is your opinion and that person, I mean we  
1140 have had to pay a day laborer.

1141 Ms. Kramer stated I understand.

1142 Ms. Montagna stated to come out here and do these things.

1143 Ms. Kramer stated they are unable to properly do all the work. They have to ride along.  
1144 I mean, I have been observing it. They have to ride along and be trained, and you know  
1145 they have to be monitored by the existing staff so that is taking away from their ability to  
1146 do their jobs all the time so.

1147 Ms. Montagna stated it is whatever the Board wants. I am happy to do. That is what it  
1148 essentially comes down to. I am happy to do whatever the Board would like to do. I will  
1149 take back whatever the direction is to Mr. Tarase and go from there.

1150 Ms. Kramer stated yes, Jo.

1151 Ms. Phillips stated excuse me. This is all new to me, so I am trying to follow along but  
1152 are there certain things that did not get taken care of?

1153 Ms. Kramer stated yes, there is certain things, there are again Brad should have already  
1154 been out in January and into the field at the end of December because that is it is a continual  
1155 activity to keep down and we do not want to go backwards so that has been missed.

1156 Ms. Montagna stated according to Catherine he is not supposed to start yet and I have  
1157 that in writing from Catherine and Bill Snively. Because we checked on that because I  
1158 wanted to confirm what the schedule should be, and I talked to you about this, Ms. Kramer.  
1159 It is what the schedule should be because we want to make sure. You just spent  
1160 \$195,000.00 and we want to make sure that he is doing how many hours he should be doing  
1161 and when he should be doing it. And we actually asked her too to make sure double check  
1162 the math and make sure are there any areas on here, so I think it is color-coded.

1163 Ms. Kramer stated yes, I have her email here.

1164 Ms. Montagna stated and see what areas he was going to cover so we reached out to  
1165 her and Mr. Snively.

1166 Ms. Phillips stated so who makes a decision, when if there is a day that there are not  
1167 enough people here? Who makes the decision that Brad cleans the bathrooms instead of  
1168 taking care of the grass?

1169 Ms. Kramer stated that would be Mr. Morrell.

1170 Ms. Montagna stated that is correct.

1171 Ms. Kramer stated and so he has not been on this. We have not had the sidewalks being  
1172 ground as often as they should be so we are getting behind on that too which means we  
1173 may again, we are losing ground from the \$65,000.00 project that we got up to speed on.  
1174 So, all this money we have invested to get ahead of the problems, we are now losing on  
1175 because we have been short staffed for so long. And that is my concern, and you know we  
1176 have a duty to be responsible to our residents to make sure that they are getting their  
1177 money's worth.

1178 Ms. Phillips stated I understand that, and I agree with that 100% and I have not been  
1179 here that long so, but it looks to me like Inframark is trying to fill in the gap because  
1180 everybody knows it is hard to keep employees.

1181 Ms. Kramer stated they are trying, and I applaud them on that and they

1182 Ms. Phillips so I guess I am more leaning towards let us roll with it for another couple  
1183 months and see what happens this might all resolved.

1184 Ms. Kassel stated as I said before the ability to quantify is, I think, we are where right  
1185 now we have a deficit of information

1186 Ms. Kramer stated that is because we have not been getting up front regular reports  
1187 from Inframark on the status of all this. And that is a problem. I mean, there just has not  
1188 been the forthcoming, how can we quantify when we do not have the information.

1189 Ms. Montagna stated what information are you referring to?

1190 Ms. Kramer who has been staffing when and like you know do they

1191 Are we were supposed to report that to you? I do not, I did not know we were supposed  
1192 to.

1193 Ms. Kassel stated I think it is the lack is

1194 Ms. Kramer stated the lack of forthcoming and

1195 Ms. Kassel stated so first of all I want to say I applaud your desire to get a credit of  
1196 funds for what has not been addressed and I think what Ms. Kramer is trying to say is when  
1197 there are staffing issues and there are gaps maybe you would be wise to let the Board know.

1198 Ms. Montagna stated ok

1199 Ms. Kassel stated that that is the case. My feeling is moving forward let us look at the  
1200 contract maybe revise it a bit so that we have a better way of quantifying when things are  
1201 not done, and when they are not done they are tracked and then we can request a credit but  
1202 at this point I am not sure that we have valid reliable information data in order to say we  
1203 deserve a credit for this much.

1204 Ms. Phillips stated and maybe we need to be more specific like if there is a day this,  
1205 this, and this is happening, take care of the thing we have invested \$150,000.00 in and we  
1206 will just shut the pools down if we have to. For a day until someone can clean the  
1207 bathrooms. I mean I hate to shut the pool down but that is a lesser evil than letting  
1208 something happen to something that we invested a lot of money in and want to keep in  
1209 good shape.



1210 Ms. Montagna stated I am just saying that is obviously never the goal.

1211 Ms. Phillips stated yes, no.

1212 Ms. Montagna stated but yeah and that is why we have sent additional people out  
1213 because, I mean again, it comes down to we have a partnership we want to continue that  
1214 we want to do what is right for Harmony and we want to make sure we are doing that and  
1215 that is why I think it too is important to look at that scope and see and see how it can be  
1216 tightened up and I am not saying that because your scope is bad that that is why staff is not,  
1217 things are getting done or slipped, that is not what I am saying at all but I just think you  
1218 need to look at your contract too and talk about that and see if there is some revisions and  
1219 some clarity or tightening up for your expectations and then like I said there is other  
1220 measures we can put in place too like I mentioned you know a six every six months it is a  
1221 review this is what is not being done how is it going to be fixed we are giving you 30 days  
1222 to fix it or correct or what have you.

1223 Ms. Kramer stated right.

1224 Ms. Montagna stated there is a multitude of things.

1225 Ms. Kramer stated you know we did do the annual review and unfortunately some of  
1226 the things we agreed on did not get followed up on. So, again that is the difficulty I am  
1227 having. But, maybe we can get past this maybe until we get fully staffed up you can  
1228 concentrate some of the special crew that does sidewalk grinding and that is, I want to make  
1229 sure our health and safety issues are at the top of the list.

1230 Ms. Kassel stated liability

1231 Ms. Kramer stated right so

1232 Ms. Montagna stated we had this conversation today. Just so you know, pulling, like  
1233 Ms. Kramer said herself, bathrooms do not need to be cleaned that often, nobody is using  
1234 them, right? So maybe we, as Ms. Phillips stated, and we take those, your crew, four or  
1235 three guys let Brad go do his thing and start focusing on that and send three or four guys  
1236 out to get some of this major grinding done.

1237 Ms. Kramer stated right. And then maybe instead of just a person to tag along, either a  
1238 day laborer or Celebration person, if you send the sidewalk grinding crew who knows how  
1239 to do that and can hit the ground running. They do not need any specific direction or  
1240 anything and then our folks can concentrate on doing the other things that need Harmony  
1241 specific knowledge on.

1242 Ms. Montagna stated ok we can look into it.

1243 Ms. Kramer stated and that way we are not having them double up. And you know I sat  
1244 and watched two employees of either Celebration or a day laborer stand there with Ernesto  
1245 filling water bags for fifteen minutes or a half an hour. And you know it is stuff like that  
1246 that you start noticing that it is just it does not have the efficiency or effectiveness of having  
1247 true staff on the ground. and I know it is hard to get staff.

1248 Ms. Montagna stated oh yes, especially out here.

1249 Ms. Kramer stated yeah I sympathize with your position and the difficulty, but I think  
1250 there is more that you guys can put on the table to help us stay ahead since we have invested  
1251 major funds to get ahead of all this stuff and we were anticipating you would be able to  
1252 keep up with it all. So that is my message.

1253 Ms. Montagna stated sure absolutely.

1254 Ms. Kassel asked can move on?

1255 Ms. Kramer stated we can move on.

1256 Ms. Kassel stated vandalism.

1257 Ms. Kramer stated vandalism on boardwalks-security camera.

1258 **iv. Vandalism on Boardwalks-Security Cameras**

1259 Mr. Eckert stated before we get into this, we cannot talk about locations of security  
1260 cameras, types of security cameras or anything like that in an open meeting, If that is the  
1261 nature of the conversation you want to have, I would suggest that we move it to the end of  
1262 the agenda and then we have to ask everybody to leave while we have that conversation  
1263 because in Florida you are not supposed to make public the details of your security system  
1264 so bad people can figure it out and then break in, so.

1265 Ms. Kassel stated, thank you, Mr. Eckert.

1266 Ms. Kramer stated we will postpone that to the end of the agenda.

1267 **v. Frontage Fence**

1268 Ms. Kramer asked do we have any proposals or anything in the discussion about the  
1269 frontage fence?

1270 Ms. Montagna stated he has reached out to four different fence vendors which I have  
1271 covered in my report that I read to you guys. He is hoping to get those.

1272 Ms. Kassel stated so this is to replace some broken pieces?

1273 Ms. Montagna stated this is. He, Mr. Morrell, was able to get a section replaced with  
1274 some materials we already had. So, he was able to get a section of it replaced and get a

1275 section of it cleaned but then you know that big section he has got to get proposals. It is  
1276 just falling apart. You talked about removing it also, right?

1277 Ms. Kramer stated well that would be the question to the Board. I think we are the point  
1278 with the fence where we either bite the bullet and replace the whole thing or we need to  
1279 decide that maybe we do not need a fence on the frontage of the property and do we want  
1280 to do something different and just take it down or what, so

1281 Ms. Montagna stated and just so you know he is getting proposals to replace the entire  
1282 section and also just a section that or the entire fence, but he is also getting working on  
1283 getting proposals directly correlates with the code violation that little section too. So, he is  
1284 getting both and what I talked to Ms. Kramer about and what she just stated it is something  
1285 the Board because that fence is, it is falling apart. It is just old, the sun has beat it up you  
1286 cannot even really clean it without it

1287 Ms. Kramer stated powdering away?

1288 Ms. Montagna stated yeah so in matter of I do not know that you have to have the fence  
1289 there so it may be something you want to look at taking down I know that brings up.

1290 Ms. Kramer stated Harmony is, the fence is Harmony.

1291 Ms. Kassel stated well I think it gives people a psychological sense of security.

1292 Ms. Montagna stated it does. It does. I mean you could also look into maybe vegetation  
1293 as a buffer there instead of a fence, I mean I do not know.

1294 Ms. Kramer stated well that may or may not cost as much if not more.

1295 Ms. Kassel stated yeah.

1296 Ms. Montagna stated sure.

1297 Ms. Kassel stated however it is like you know the investment is likely to last longer  
1298 provided that the landscaping is maintained.

1299 Ms. Montagna stated I do you have one question.

1300 Ms. Phillips stated I was going to say we have maintenance?

1301 Ms. Montagna stated I did have one question. Is it and this may be what is required it  
1302 is a vinyl fence or can you go with a different fence option?

1303 Ms. Kassel stated well we can hear from Mr. Hamstra about that. I know that the  
1304 wooden fence at West Harmony, I remember an old Board member was talking about it.  
1305 Oh, shoot that wood fence in West Harmony, they have already had to repaint that. You  
1306 know how costly it is to paint that fencing?

1307 Ms. Kramer stated yes, and it deteriorates quickly, and it needs another repainting  
1308 already. Definitely not the dark color and the wood fencing. I do not know that it would be  
1309 a serious cost savings. Because you have to put in the four by fours and things like that, so.

1310 Ms. Kassel asked what have other communities done, Mr. Hamstra?

1311 Mr. Hamstra stated they are leaning towards the PVC or vinyl coated fences that they  
1312 can pressure wash.

1313 Ms. Montagna stated like what is out there now. But a new one.

1314 Mr. Hamstra stated yes, a new one.

1315 Ms. Kassel asked and what is it like a twenty-year life? Because that is about what it  
1316 has been.

1317 Mr. Hamstra state I am not sure of the guarantee nowadays. I mean I can report to.

1318 Ms. Montagna stated I got one at the house and it is only like 10 years warranty wise.

1319 Ms. Kramer stated if you get the agricultural PVC four rail fences which are out there,  
1320 they have a 20-year warranty on them..

1321 Ms. Kassel stated let us get some quotes on doing, on replacing the fence and see. I  
1322 mean we our landscaping contract and our new landscaping contract, is going to eat into  
1323 our reserves quite a bit and so you know we have got a lot of other renewal/ replacement  
1324 projects. So let us see what the cost is.

1325 Ms. Montagna stated sure.

1326 Ms. Kassel stated maybe replace parts of it.

1327 Ms. Montagna stated they can do parts at a time.

1328 Ms. Kassel stated this year, next year.

1329 Ms. Montagna stated it will not necessarily match very well, but we could do sections  
1330 at a time.

1331 Ms. Kramer stated ok so now the code enforcement. You have gotten with code  
1332 enforcement? I do not want them to start levying fines because we have

1333 Ms. Kassel stated this is about cleaning the fence right?

1334 Ms. Kramer stated and repair.

1335 Ms. Montagna stated and replacements.

1336 Ms. Kassel stated so I will say that I had reported that fence needing cleaning several  
1337 times over the past eight or nine months.

1338 Ms. Kramer stated yes, and the section that is down below the overpass. It is not as  
1339 visible, but you can see it and it is very nasty, so.

1340 Ms. Montagna stated the problem is they are trying to gingerly clean it, so it does not  
1341 just

1342 Ms. Kramer stated fall apart.

1343 Ms. Phillips stated dissolve.

1344 Ms. Montagna stated yes, no one has mentioned hand washing yet.

1345 Ms. Kramer stated yes.

1346 Ms. Kassel stated we have heard several cleanings before this that you know we cannot  
1347 really power wash it because it is just going to fall apart but then it was power washed, and  
1348 it looked great. And the fence was still standing. So, I wonder to what extent, and this is  
1349 not to second guess anyone, but sometimes I think we have a fear of what is going  
1350 to happen to the fence that maybe misplaced or exaggerated.

1351 Ms. Montagna stated I have not went out there and looked at it.

1352 Ms. Kramer stated well part of the problem too is that in the past the pressure washing  
1353 has been done at a much higher PSI than it should have been and that is part of the issue.  
1354 Another part and maybe I will go out I keep explaining that there is a detergent that can be  
1355 used to spray on you leave it for 5 minutes and then you can just use a hose type pressure  
1356 from the pressure washer, and it just melts off. So, it may be technique and stuff but.

1357 Ms. Montagna asked what detergent is that Ms. Kramer?

1358 Ms. Kramer stated it is called Mean Green.

1359 Ms. Montagna state oh the green stuff? The dark green stuff?

1360 Ms. Kramer stated yeah it is called Mean Green, you can buy it at the Dollar stores or  
1361 at Home Depot.

1362 Ms. Montagna stated yes, I know what it is

1363 Ms. Kramer stated, and it works wonders, just melts it away. For all of you who have  
1364 vinyl fences. Ok any further.

1365 Ms. Phillips asked do they make fences out of that composite wood?

1366 Ms. Kramer stated yes and when we were looking at that a year ago, it just was not  
1367 available at all. We could look at that again.

1368 Ms. Phillips stated because that would last forever.



1369 Ms. Kramer stated and that is, that is the same stuff I do not know what it costs but that  
1370 is the same material that are pool furniture is made out of.

1371 Ms. Kassel stated yeah that would last forever.

1372 Ms. Kramer stated and some of that, but it is real heavy, it is solid instead of.

1373 Ms. Phillips stated yes, we had our deck when we still lived in Ohio, our deck.

1374 Ms. Kramer the only thing is that it does have a grain which worries me about getting  
1375 dirty.

1376 Ms. Kassel stated stained.

1377 Ms. Kramer stated I am finding in the research I have done,

1378 Ms. Phillips stated I just suggest beige or taupe.

1379 Ms. Kassel stated we have that kind of stuff on the dock.

1380 Ms. Kramer stated, and it is, yes.

1381 Ms. Phillips states it just was a thought.

1382 Ms. Kramer stated But the thing about it is that instead of just a regular vinyl residential  
1383 fence, if you go with a vinyl agricultural fence and it has got the four slats like we have  
1384 now and it is much more rigid and sturdy.

1385 Ms. Phillips asked would a three-slat fence be cheaper?

1386 Ms. Kramer stated we could look into those and compare them.

1387 Ms. Phillips stated it might be an option.

1388 Ms. Montagna asked and what did you say?

1389 Ms. Kramer stated three slats versus the four now.

1390 Ms. Phillips asked that would be less wood, right?

1391 Ms. Kramer stated yes, it would be less materials, but the question would be, you know.  
1392 We would just compare the different prices and see.

1393 Ms. Montagna asked do you want me to try and get a proposal? Like the pool furniture  
1394 that material too? PVC and that?

1395 Ms. Kramer stated you can price it and see. The only thing I would want to do is I  
1396 would want them to give us samples first that we could put up and see how they perform  
1397 and how they get dirty.

1398 Ms. Phillips stated yes, the composite was just an idea. I did not know if it was any  
1399 good for a fence.

1400 Ms. Kassel stated I am just making note of the time.

1401 Ms. Kramer stated yes, moving on since there is no decisions at this point, we are  
1402 waiting for quotes. The District Engineer's report.

1403 **C. District Engineer Report**

1404 **i. Drainage Repairs at The Estates**

1405 Ms. Kramer stated the first item is drainage repairs at the Estates. How is that going?

1406 Mr. Hamstra stated so Atlantic Pipe Services that completed the repairs of the pipes  
1407 and inlets. They have provided us the photographs and videotapes of the repairs. We did  
1408 not get as many before and after as we had hoped to but I Beth go through the videotape to  
1409 see if they look like they have been properly corrected and we will get back with the  
1410 Atlantic Pipe Services if there is any cleanup efforts or anything that could be done before  
1411 the invoice is paid one hundred percent. I will let you know so.

1412 Ms. Montagna stated yes, that is fine. Just waiting on.

1413 Ms. Hamstra stated we just got the videos and stuff like two days ago so.

1414 **ii. Stormwater Inspection of Golf Course Ponds-Report on Cattails in Ponds**

1415 Mr. Hamstra stated we have put on hold the stormwater inspection for the golf course  
1416 and I will tell you why in a second. It has to do with the alley ways which you are going  
1417 to ramp up in about a week. Which is we got the construction schedule today. We want to  
1418 start telling the people that live out there. They plan on mobilizing February 13<sup>th</sup>. A week  
1419 to mobilize and do their maintenance of traffic and they are actually going to start the work  
1420 on Monday, February 20<sup>th</sup>, and they hope to be done by June 9<sup>th</sup>.

1421 Ms. Kassel stated so we will need to make sure we to inform residents that as of  
1422 February 20th there are not going to be.

1423 Mr. Hamstra stated they have got it broken down for track and section. I will share that  
1424 with you; however, you want to have that moving target to tell certain segments of the  
1425 alleyways who will be inconvenienced and then we will move on to different. But they are  
1426 not going to do the whole area at one time. So, it will be a moving schedule, so I will share  
1427 this with Ms. Montagna and however you all want it posted on the website, but they got  
1428 you know C20 and C21 for four weeks and they got C22-24 for several weeks and so we  
1429 will share this with you so you can see it.

1430 Ms. Kassel stated we are going to need signs.

1431 Ms. Phillips asked this is the alley?

1432 Mr. Hamstra stated this for the neighborhood C1 and C, yes. Milling and resurfacing.

1433 Ms. Kassel stated we are going to need signs at the entrances to all the alleyways.

1434 A Resident asked will that terminology be converted into something that a person can  
1435 understand?

1436 Ms. Kramer stated yes, it will. So, we will be putting out notices and we need to figure  
1437 out a way to get word to everybody on what they can and cannot do and where they can  
1438 and cannot park during that period. So, if you can give us the schedule soon as possible.

1439 Mr. Hamstra stated yes, I will break this into a map.

1440 Ms. Kramer stated ok

1441 Mr. Hamstra stated so you can see the the dates that correspond to an overall map that  
1442 Greg had prepared the plans so

1443 Ms. Montagna asked being that this is going to start before your next meeting we need  
1444 to kind of how are we are going to get notices out what do you how do you want to work  
1445 this? I know it will be posted on the website.

1446 Ms. Kassel stated, and nobody is going to go to the website and see it.

1447 Ms. Kramer stated no.

1448 Ms. Kassel stated so we need signs at the entrances to the alleyways. And those signs  
1449 have.

1450 Ms. Kramer stated a week ahead of time.

1451 Ms. Kassel stated Yes, and those signs have to say what people can and cannot or  
1452 should or should not do.

1453 Ms. Kramer stated right, do not park in the alleyway, do not park in your garage. If you  
1454 want to move your car forget it if it is still in your garage.

1455 Ms. Kassel stated so we need signs at the alleyways. Most signs will be moved from  
1456 one to another and about how long it is going to take to complete, and those signs will be  
1457 moved to the next neighborhood or next set of alleyways when those are done. Does that  
1458 make sense?

1459 Ms. Montagna stated yes.

1460 Ms. Kassel stated so we need signs, not only a week or more prior on those alleyways  
1461 we also need signs on the alleyways that are coming up next to alert those people that soon  
1462 they are going to have to alter their behavior accordingly. Does that make sense?

1463 Ms. Montagna stated got it.

1464 Ms. Kramer so I think the signs are the best because you know door hangers, people do  
1465 not use their front doors a lot. There is just no way other than that and we will post on  
1466 Facebook.

1467 Ms. Kassel stated and not everybody is on Facebook.

1468 Ms. Kramer stated no. And just ask people if they will let their neighbors know. And  
1469 hopefully get them talking about it so

1470 Ms. Montagna stated right, ok.

1471 Mr. Hamstra stated they will see them coming, it is big equipment so.

1472 Ms. Kramer stated yes.

1473 Ms. Montagna stated for the signs, I will get a mockup and send for Board review to  
1474 make sure that we are covering all of the information.

1475 Mr. Hamstra stated, and I will give you, Ms. Montagna, an overall map. We will color  
1476 code for each month or so.

1477 Ms. Kramer stated ok.

1478 Mr. Hamstra stated they have already started making submittals to us. The first batch  
1479 of submittals has been more informative. They are actually what I call shop drawings. The  
1480 asphalt mix, the base mix, the concrete mix, that will be forthcoming. But he gave us, they  
1481 gave us, contact information of the names and telephone numbers the individuals will be  
1482 out there which I will share with Ms. Montagna. They also give us the hurricane plan in  
1483 case during construction a hurricane is coming, what their protocols are going to be and  
1484 their protocol is going to be to basically demobilize and get out of there so we do not have  
1485 equipment flying around. And they have their safety program which they provide which is  
1486 the 38-page document on that companies safety plan for during construction. The next  
1487 batch will be the concrete mix, the asphalt mix, the drainage structures were recommended,  
1488 the ribbon curb and things like that are forthcoming.

1489 Ms. Kramer asked now do we have a? We were going to get a construction supervisor  
1490 or monitor, someone.

1491 Mr. Hamstra stated that was going come up on my list here.

1492 Ms. Kramer stated, ok.

1493 Mr. Hamstra stated so the next step is having eyes and ears out here during the work .o  
1494 Do you want us to look for a construction inspector which is far cheaper than me being out  
1495 here watching the guys, or if, I am not sure if Inframark has construction inspector

relationships or, I am not asking the Board to do it obviously, but you know there are ways of getting people lined up, how frequently we need them out there and things like that to watch. I mean if they are good company we can ramp down the inspections. I hope they do a great job. If things go off the tracks early we will have to reign them in and then have the talk. But we have used them as several other projects for drainage retrofits and they did very good work. That is why we reached out to them when we had no bids come in the first time around. So, I will need to provide some type of proposal for the next Board meeting even though they are mobilizing you know a week or two before the next board meeting they are not going to get a whole lot started by the time we meet next month so I will try to look into options to provide inspection services for the Board and how they will be handled financially. Either running through our continuing or treated as a sidebar costs and how they will be paid for so.

Ms. Kramer stated so you will coordinate with Ms. Montagna on that?

Mr. Hamstra replied yes.

Ms. Kramer stated that is a big project.

Mr. Hamstra stated yes, if you remember it is over \$600,000.00, so it has been.

Ms. Kramer stated ok.

Ms. Hamstra stated the next thing I have was Billy's Trail

### **iii. Billy's Trail**

Mr. Hamstra stated the gentleman had brought up and I read the memorandum about the pipes which was something we proposed a while ago. Of course, we tabled it for a while with all the debris from the contractors and their sloppy construction out there I am assuming they are getting pretty close to wrapping things up if they are not done already. The question is, do you want to dust off that plan from last year put a cost estimate to it, because I mean you guys are going through some big-ticket items between the landscaping, the milling and resurfacing, Garden Road. So, if you need me to I will give a cost estimate for the culvert installation. I think we are going to do some minor regrading at the very end of it where the cul-de-sac was to properly transition to the trail that continues in the woods but if you are ready for that we will get that dusted off for the next meeting.

Ms. Kramer stated ok. The first culvert, I walked out there the other day and again the mucky area is not on our property. The area under the branch is under our property and you can see there is a little drainage area and I guess that is where you want to put that pipe.



1529 Mr. Hamstra stated yes and if I remember correctly when I walked it, you head North  
1530 or something and then you go around the wetland and continue on so if the first Culver  
1531 would be next that wetland, it is right up against the subdivision.

1532 Ms. Kramer stated right, it is near that wetland, but the muddy area is here were the  
1533 arrow is over, and that is off our property.

1534 Mr. Hamstra stated yes, we are going to move it within.

1535 Ms. Kramer stated so the culvert would basically go where the tree roots are. So that is  
1536 the question is do the tree roots provide enough lift for the water that is draining through  
1537 there. It is not a lot of water but if you go around that tree, instead of under the limb, then  
1538 you get in an area where there are no roots or anything that supported and that is where it  
1539 turns into a mud hole.

1540 Mr. Hamstra stated I mean I have been out there a couple of times when it has been  
1541 really wet if we need to have some type of traversable pedestrian crossing and we will  
1542 make sure it is within the CDD owned land and try to minimize the amount of fill or rock  
1543 we are going to bring in for the culvert crossing. But

1544 Ms. Kassel stated yes, something is definitely needed there I mean I have driven it my  
1545 truck and it is on the CDD property, and it is I mean you can get stuck there.

1546 Ms. Kramer stated right but it is actually outside of the CDD property right there. The  
1547 tree branch that overhangs it and then comes back down, the end of that tree branch is the  
1548 end of our property.

1549 Ms. Kassel stated I am not sure we are talking about the same spot because where I am  
1550 talking about there are not any trees right there. Like it is relatively open.

1551 Ms. Kramer stated ok then.

1552 Mr. Hamstra stated you might be at the wrong location.

1553 Ms. Kassel stated yeah I mean Mr. Dwyer; you have been out there recently right?

1554 I have except you are talking about kind of the first spot that you get to if you are  
1555 heading out there.

1556 Ms. Kassel stated the first spot that is really mucky.

1557 Resident stated I have not, but I can go out tomorrow afternoon.

1558 Ms. Kassel stated but I know anytime there is, I mean we have not had rain in weeks,  
1559 so anytime there is rain, and everybody wants to go up that trail we need to do something

1560 there because it is really not traversable, and we also needed to be traversable for a mower  
1561 to go through there. And you know to go all the way up to Billy's Trail. Right?

1562 Ms. Kramer stated yeah the mower has to get through there.

1563 Ms. Kassel stated yes, so and the mower is not going to get through there the way it  
1564 has been.

1565 Ms. Kramer stated I will not be here so maybe when I get back in a week, we can go  
1566 out there. Because I want to be sure of that one area and it is I think it is where.

1567 Ms. Kassel stated it is long standing, it is a long standing, it has been it is years of it  
1568 has been a problem.

1569 Ms. Kramer stated right that is where the that is where the long-standing access trail  
1570 has gone off of our property and on to Harmony Florida Lands property. I think that may  
1571 be what the difference in discussion is. But I will go out with Mr. Dwyer when I get back  
1572 and then we can make sure that everybody is on the same page.

1573 Mr. Dwyer stated, Mr. Hamstra maybe do not know if there is any markers close to that  
1574 spot for that first culvert.

1575 Mr. Hamstra stated I will double check how far the surveyor went to put his stakes. If  
1576 I need to, I will meet you and Ms. Kramer out there and we will go ahead and just walk it  
1577 then.

1578 Mr. Dwyer stated because I know they definitely put some markers up.

1579 Ms. Hamstra stated at the North end where it did the jig jog around so.

1580 Ms. Kramer stated so that is on track, and we will all get together.

1581 Mr. Hamstra stated, we will dust it off and get back on track.

1582 Ms. Kramer stated ok, great. I OK great. I want to back track a little bit to the storm  
1583 water inspection because that is on hold for awhile.

1584 Mr. Hamstra stated I put it on because I knew that the milling and resurfacing  
1585 was going to hit you guys hard with costs and so I am just trying to temper as we are  
1586 heading into what is going to be a pretty active Spring with the inspection services, the  
1587 shop drawing reviews, the coordination with the contractors, but I still need to come out  
1588 and finish what I started on the stormwater.

1589 Ms. Kramer stated, right.

1590 Mr. Hamstra stated I would like to maybe piggyback that with the Billy's Trail  
1591 inspection. We will just kill two birds one stone.

1592 Ms. Kramer stated yes, because we would like to get that done before the next hurricane  
1593 season.

1594 Ms. Montagna stated Ms. Kramer can I just, I am sorry, when you said when Mr.  
1595 Hamstra will meet you guys out at Billy's Trail, Mr. Dwyer and you, when you get back,  
1596 right? Not before then.

1597 Ms. Kramer stated right.

1598 Ms. Montagna stated ok, I just want to make sure.

1599 Mr. Hamstra when is, roughly when is that?

1600 Ms. Kramer stated I will be back on the 6<sup>th</sup>.

1601 Mr. Hamstra stated of February.

1602 Ms. Montagna stated so any time after the 6<sup>th</sup>, right?

1603 Ms. Kramer stated right.

1604 Ms. Montagna stated ok.

1605 Ms. Kramer stated so what I wanted to bring up on the stormwater inspection and Ms.  
1606 Montagna is looking into this, I am not sure if everybody is aware or not but when we were  
1607 researching the owner of the golf course asked us to do some research on the assessments.  
1608 What we found is that there is no O&M assessment being made on either the golf course,  
1609 the clubhouse, or the golf maintenance. So, they are paying debt service but no O&M  
1610 whatsoever. And they do benefit from our stormwater system and our landscaping and a  
1611 lot of other things, particularly the clubhouse which is under different ownership than the  
1612 golf course. The golf course I would ask Mr. Hamstra to give us, and it does not have to be  
1613 this meeting we could do it next meeting because of time, but a run down, the golf course  
1614 in a way they own those ponds we have an easement over them so they provide us some  
1615 stormwater capacity and we also have some overflow capacity that the golf course provides  
1616 as we saw in one of our last hurricanes. So, I do not know but I would like the Board  
1617 members to think of what type of O&M assessment and Ms. Montagna is getting with the  
1618 folks that make those determinations and see where did this slip through the hole? We have  
1619 not been able to find an agreement or any documentation that says they should not be  
1620 assessed an O&M fee.

1621 Ms. Montagna we just know that they never have been, and Ms. Moore is looking into  
1622 it and your current methodology as you and I discussed it is acreage based so yeah we do  
1623 not know. We even reached out to Gary Moyer who originally was here and did it. Mr.

1624 Qualls' people were the original people too and I have not gotten any response from that  
1625 either to see if they have any knowledge in anything because as far as we know going back  
1626 to day one there has never been an assessment, but nobody can say why.

1627 Ms. Kramer stated why.

1628 Ms. Montagna stated that is right.

1629 Ms. Kramer stated it did not just fall through the cracks.

1630 Ms. Kassel stated I have a guess. It was owned by the developers.

1631 Ms. Kramer stated it was owned by the developers, right, but it has not been for quite  
1632 a while.

1633 Ms. Montagna stated right.

1634 Ms. Kramer stated so anyway that is something we can bring back to the next Board  
1635 meeting, but I wanted to bring it to your attention tonight. Alright, at this point in time if  
1636 no one has any questions for our District Engineer. Do you have anything you wanted to  
1637 bring to our attention, Mr. Hamstra?

1638 Mr. Hamstra stated no I guess I will wait to hear about how the things were with the  
1639 County on your trail RV storage lot and things like that and we will talk at the end as well  
1640 but the reserve study.

1641 Ms. Kassel stated thank you.

1642 Ms. Kramer stated alright, now we move on to our District Counsel's report.

1643 **D. District Counsel Report**

1644 Mr. Eckert stated yes, I have three items on the agenda and two additional items, but I  
1645 will be brief, they should not take very long.

1646 **i. Update on AAA Basketball Resurfacing Project**

1647 The first one is an update on the AAA basketball resurfacing project again this is the  
1648 one where we made a partial payment, we do not believe they complied with the contract  
1649 we have not made any additional payments. The last correspondence that we sent has  
1650 gone unanswered and so at this point in time I would like to know from the Board do you  
1651 want us to chase this down, do you want us to drop it until they get in communication with  
1652 us, what would you like us to do?

1653 Ms. Kassel stated I would say pause it. If we have not finished paying them and they  
1654 are not responding and they are not demanding payment from us. Let us just pause until  
1655 something happens is my feeling.

1656 Ms. Montagna stated I have not received anything as far as the invoice or anything.

1657 Ms. Kramer state I would agree with that at this point in time. I do not think we are  
1658 going to pursue to the money we put out.

1659 Mr. Eckert stated yes, that is my advice too.

1660 **ii. Update on Records from Former District Counsel and Former Supervisor**  
1661 **Berube**

1662 The second item is an update on the records from former District Counsel and former  
1663 Supervisor Berube. As the Board is aware that it is an obligation of anybody who is a  
1664 Board member or a staff member, or contractor to turn over public records after they leave  
1665 the service of the District. Supervisor Berube claims he either destroyed or has none and  
1666 the last word from Mr. Qualls was that they want a \$975.00 deposit for them to turn these  
1667 over. So, I do not believe either one of those is an appropriate position, and so at your next  
1668 Board meeting I can tell you what your options are in terms of either reporting or legislative  
1669 action you know that you can take to authorize us to proceed either through some sort of  
1670 an injunctive action to get those records. I mean I think the records will be produced at  
1671 some point, but it seems like given some of the responses there is some bad feelings that  
1672 everybody needs to get over and realize that the Florida statute says you have to produce  
1673 the documents without cost. And so hopefully we will get there. But I just wanted to update  
1674 the Board on those were the responses that the last responses I got from them.

1675 Ms. Kassel stated we saw a letter from you telling Mr. Qualls that statutes require that  
1676 those records be turned over without incurring any fees.

1677 Mr. Eckert stated correct, and I have not gotten a response from him, and I usually do  
1678 not get a response from him for a couple weeks.

1679 Ms. Kramer stated ok.

1680 Ms. Montagna stated your tagpn to Mr. Eckert's statement I have also reached out to  
1681 the County to ask for all records that Mr. Berube, because I was made aware that there  
1682 could possibly be some records between Mr. Berube and the County regarding the RV lot  
1683 and some other things.

1684 Ms. Kramer right, and then this is because the document, the approval document, went  
1685 to his private email and we did not, we all did not have it and we do not have any of the  
1686 other. And we are also looking for records from RJ Whidden who was the planner we hired  
1687 to do that work, so we have no records on this.

1688 Ms. Montagna stated None, I got a response back from the County, they sent an invoice  
1689 over stating \$60.00 essentially it is \$30.00 an hour for them to go and research and look

1690 for the records. If in fact they produce anything, but I need Board approval to move forward  
1691 with that invoice. The invoice is for \$60.00 they feel that they can produce them in two  
1692 hours time. But just to let you know, it is \$30.00 an hour so if it exceeds that or you just  
1693 want to approve the \$60.00 if you in fact want these records which I believe the District  
1694 needs them.

1695 Ms. Kassel stated move to approve the expenditure of \$60.00 to get CDD records from  
1696 the County.

1697 Ms. Kramer stated do I have a second?

1698 Ms. Phillips stated I second.

1699

1700 Ms. Kassel made a MOTION to approve the \$60.00  
1701 expenditure to retrieve CDD records from Osceola County.

1702 Ms. Phillips seconded the motion.

1703 Motion passed unanimously.

1704

1705 Ms. Montagna stated thank you. Sorry to interrupt, Mr. Eckert.

1706 Mr. Eckert stated no, that is fine.

1707 **iii. Update on Easement Vacation Request from Birchwood Acres**

1708 Mr. Eckert stated next item is update on easement vacation request from Birchwood  
1709 Acres. So, the Board may recall that, not all but a lot of, the deeds that the District got from  
1710 the developer reserved easements for the developer that were basically you guys got title  
1711 to the property, but they got the use of the property. And so, I have prepared a letter, I have  
1712 identified that there is nine deeds that I have been able to locate through the county records  
1713 that have various versions of this easement language in them I have identified who I think  
1714 I need to send that to this, the Florida contacts for for Birchwood up in the Northeast.

1715 Ms. Kassel asked Baker Hostetler?

1716 Mr. Eckert stated no, no. The actual people who work with some of the affiliates. So,  
1717 I have got that letter done. I am going to send it to you all tomorrow, sign a copy of it, and  
1718 I am going to forward it to my contacts over there and then I will also send it to the official  
1719 corporate headquarters. So hopefully that will clear some things up, but we did have to  
1720 you know figure out what are the deeds that are an issue here and there is nine of them. So  
1721 that is the third thing.

1722 The fourth thing is, several months ago I told you that I would be presenting the Board  
1723 with information in terms of the hours that we spent on the District, what that was spent  
1724 for what things that perhaps we can do to reduce attorney's fees, as well as how would you



1725 have of worked out under more of a flat fee arrangement versus an hourly arrangement  
1726 and so I am going to prepare all that for you for the Board I will not charge you for  
1727 preparing that but I will present it to the Board and then you all can make some decisions  
1728 in terms of things that we do. We have had a couple things that have come up like the RFP  
1729 for landscaping and our office took on reviewing that to make sure everything was  
1730 included in there and we prepared a memo for the Board that the Board used to make sure  
1731 that we did not inadvertently consider things we should not and things of that nature. So,  
1732 I want to present that to you in February, I will have it in the agenda package so you will  
1733 have plenty of time to review it.

1734 And then finally the fifth thing is, she just, Ms. Montagna, just provided me with a  
1735 copy of Mr. Short's resignation so it would be appropriate to accept it tonight. You can  
1736 deal with filling it you know at a later meeting; however, you see fit. But it would be  
1737 appropriate since it has been received to accept it tonight.

1738 Ms. Kassel stated move to approve acceptance of Mr. Short's resignation of the Board.

1739 Ms. Phillips stated I second the motion.

1740 Ms. Kramer stated I have a I have a motion and a second to accept Mr. Dane Short's  
1741 resignation from the Board.

1742

1743 Ms. Kassel made a MOTION to approve the acceptance  
1744 of Mr. Short's resignation from the Harmony CDD Board.

1745 Ms. Phillips seconded the motion.

1746 Motion passed unanimously.

1747

1748 Ms. Montagna stated I do have a follow up question to that? How would you like to  
1749 handle that, I know the word will spread that we have a vacancy. Do you want it posted  
1750 on the website?

1751 Ms. Kassel stated yes.

1752 Ms. Montagna stated that really your only option.

1753 Ms. Kassel stated yes.

1754 Ms. Montagna stated so you want me to post it?

1755 Ms. Kassel stated and maybe in your article.

1756 Ms. Kramer stated yes, I can put something in the article.

1757 Ms. Montagna stated ok.

1758 Ms. Kassel stated and maybe somebody can post on Facebook that there is a vacancy  
1759 and that any letters of interest should be sent to

1760 Ms. Kramer stated Ms. Montagna.

1761 Ms. Kassel stated Ms. Montagna.

1762 Ms. Montagna stated I will have those resumes in your February agenda to review.

1763 Ms. Kassel stated and if I do that, I will try to, actually can they,

1764 Ms. Montagna stated the meeting summary?

1765 Ms. Kassel stated the meeting summary. If you could just make note that I am offering  
1766 to put something on Facebook and that it has to include that they have to be a.

1767 Ms. Montagna added put the requirements in there?

1768 Ms. Kassel stated yes exactly.

1769 Ms. Kramer stated registered voter.

1770 Ms. Kassel stated registered voter and they have to be living in the District.

1771 Ms. Montagna stated yes, I will put all this in there and submit resumes as soon as  
1772 possible and I will put the seat number, the term when it expires, and all that. Because they  
1773 will be filing, \I mean obviously, Mr. Short just got elected in November, so he has got  
1774 pretty much a full term left. So, I will put all that on there.

1775 Ms. Kassel stated thank you.

1776 Ms. Montagna stated of course.

1777 Ms. Kramer stated so again, anybody here? Give us a call. Thank you, Sir, appreciate  
1778 that. Any questions for our District Legal Counsel, at this time? Hearing none, we will  
1779 move on to new business.

1780 **E. District Manager's Report**

1781 Ms. Kassel stated there is the District Manager's report.

1782 Ms. Kramer stated oh I am sorry, skipped right over you.

1783 Ms. Montagna stated that is ok, I have pretty much covered everything. The only thing  
1784 I will be contributing on, when we get to it is website and Field Services, moving the field  
1785 services. That is the only other thing.

1786 Ms. Kassel stated ok.

1787 Ms. Kramer stated, so we are ready to go to new business?

1788  
1789  
1790  
1791

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

**A. Discussion of Amenity Suspension and Termination Rules**

A question has come up on the on access to our amenities. In taking a look, when it was up on the Dropbox site, it was obvious that we had a lot of people who still had active cards out there who no longer reside in the area. We have had situations where some of those people who moved out of State have handed their access cards to people who do not and never have lived in Harmony. We just have a lot of inappropriate access cards floating around out there. We have some people who moved out that are continuing to use one of their cards and gave the other cards to people who may have moved into their house. So, we have a volunteer who has offered to take the data base of access cards and compare them to the property appraiser's database as to ownership and whose homesteaded and give us the ones to key in on to double check and to find out so that we can turn off a lot of cards. Our system also only allows us to have so many on it and we are getting close in space. So, if we do not do this now we could end up with a situation where it is tripping over each other.

Ms. Kassel stated I just do not want us to have a situation where the person who is the new owner that they could have rented out their house or something. You know I do not want people who were in rental situations to have their amenities access suspended.

Ms. Kramer stated right, that is where we would double check all those that are flagged. Those that it is clear the people who have the cards of people living in the homes. Again, our rules and here is a question and there does there is one issue that we need to discuss. Our rules state you have to be a resident basically there is categories resident and nonresident. And the resident as we have all through this just in the last couple of months as to who is a resident and who is not and it is possible that the property owner is not the resident, so the question comes in does the property owner hold that amenity right or the new tenant the new resident in that property? And I will turn to our.

Mr. Eckert stated sure and in most Districts what happens is if there is an actual rental in the house the people who are renting have to come to the amenity center to fill out a form usually sign the waivers and that is an assignment from the owner of the property to the renter to be able to use those and so once that assignment happens the owner of the property no longer has privileges to use the amenities because they have been assigned to the renter. You could have a situation where a landowner owns a lot, they are paying assessments, full freight assessments, but the house is not rented maybe it is something

1825 they come stay at you know one week every two months or something like that. In that  
1826 situation I would want to look at your policies to make sure that you are not excluding them  
1827 from having access because if you are paying full freight and it is just the fact that they are  
1828 not a resident here they should have access to the amenities, if they have not assigned it to  
1829 anybody else.

1830 Ms. Kassel stated there should be, on our website there are rules are on the website.

1831 Mr. Eckert stated yeah no I have Mr. Haber, from my office, looked at them he  
1832 identified this issue that we needed to talk about. It is a simple language change, if it is not  
1833 in there. I know that the focus in most communities is always on resident but you have to  
1834 remember there are some situations where somebody owns the land there, is no renter there  
1835 that has been assigned the privileges or you could have a situation where somebody owns  
1836 the land, rents the house but does not assign the amenity access, and those people have no  
1837 ability or right to use your amenities and the landowner retains that so.

1838 Ms. Montagna stated, and you have that current situation at this moment.

1839 Ms. Kramer stated well no, the current situation

1840 Ms. Montagna stated not the assignment part, but

1841 Ms. Kramer stated, One of the current situations this moment, is that both the tenant  
1842 and the landowner are trying to retain the amenity benefits. And so, they have given one  
1843 card to the tenant, and they have kept one card and therefore it is inappropriate use.

1844 Ms. Kassel stated but well what do our rules say and we have a workshop coming up,  
1845 are we going to be discussing the rules at the workshop?

1846 Ms. Kramer stated we were mainly going to deal with just organization of the Board  
1847 and how it worked and stuff like that.

1848 Ms. Kassel stated well I do not think.

1849 Ms. Kramer stated we could put a thing on rules, but Ms. Montagna has volunteered.  
1850 She is going to go through the rules, and she is familiar with rules of a number of CDDs  
1851 and so she is asked if we can all take a look at them and provide any input on things that  
1852 want to be changed or might need to be addressed then she can put together a package that  
1853 we can go over together and then.

1854 Ms. Montagna stated Mr. Eckert would be able to provide.

1855 Mr. Eckert stated Ms. Montagna is very familiar with the concepts that I am talking  
1856 about so she can take the lead on it. I do not need to do anything until the end.

1857 Ms. Kassel stated well, in regard to the situation where there is an owner who is doing  
1858 a regular card and they are both retaining I would not want to terminate anything unless  
1859 our rules were clear about what, who has a right to retain it. And if those rules are not clear  
1860 then I do not think we can terminate anybody until we change the rules to be more clear.

1861 Ms. Kramer stated well the one thing we can do, the problem is that we are going to run  
1862 into is that the tenant is going to be at the pool when they do an ID check, and they are going  
1863 to view that card and they are going to say that this is not you on the picture and escort  
1864 them out. And that is not fair to the family. So, that needs to get settled between the resident  
1865 and the property owner and we just need to whether via letter just say, hey pick one or the  
1866 other.

1867 Ms. Montagna stated yes, and Mr. Haber and I discussed it. And I know he discussed  
1868 it with Mr. Eckert so that has been the direction as we are going to send just a letter saying  
1869 hey, this is situation this is what is going to happen you know just letting you know that  
1870 courtesy.

1871 Ms. Kramer stated yeah.

1872 Ms. Kassel stated we still have a lot to get through it is a quarter to ten.

1873 Ms. Kramer stated ok.

1874 **B. Bench Installation on Dark Sky Drive and The Lakes**

1875 That is the bench installation at Dark Sky that we have also had a request for a bench  
1876 down at the Lakes. It is quite a distance to any of the other benches and we do have a lot  
1877 of walkers in that area. There is one area that I saw, and if anybody from the Lakes, there  
1878 is a walkway that comes from South Lake, it curves and comes into Five Oaks. There are  
1879 no benches along that area, if we could put one bench, and that is all Harmony owned  
1880 property in there too, and that would resolve both of those and maybe we can even talk  
1881 Benchmark into hooking us up with their supplier.

1882 Ms. Montagna stated so you are talking about from South Lake to Five Oaks?

1883 Ms. Finazzo asked are you talking about on the path itself?

1884 Ms. Kramer stated yes, or either right on Five Oaks or.

1885 Ms. Finazzo stated between the houses there, right.

1886 Ms. Finazzo stated the only thing is, just be aware, there are two dog waste stations. By  
1887 the path coming out of South Lakes there is one dog station that is a CDD one, a poop  
1888 station. Then there is one down by East Lake. You would not want to put a bench right  
1889 next to a dog poop station.

1890 A resident stated somewhere in between, halfway.

1891 Ms. Kramer stated yes, we can adjust that or adjust the dog waste station. Yes, that is

1892 so you know put that in there. You know we need to adjust that dog waste station location.

1893 There is also a little cut out.

1894 Ms. Finazzo stated they are too close together they are only 100-feet apart.

1895 Ms. Kramer asked the dog waste stations?

1896 Ms. Finazzo stated yes, they are too close together.

1897 Ms. Kramer stated ok, so maybe we will.

1898 Ms. Finazzo stated and keep in mind North Lakes is going to open eventually.

1899 Ms. Kramer stated ok.

1900 Ms. Finazzo stated go maybe even further down Five Oaks.

1901 Ms. Kramer stated I could not find any place further down, so again if you want to co-

1902 op, maybe Ms. Finazzo can work with you on the location.

1903 Ms. Montagna stated that is fine because I am not sure, or clear on where that location

1904 is.

1905 Ms. Kramer stated I was hoping Mr. Leet would be here to put it up on the screen.

1906 Ms. Montagna stated if the Board would like to authorize her to work with me and tell

1907 me what that location is, we

1908 Ms. Kramer stated for the Lakes

1909 Ms. Montagna stated can get the bench ordered.

1910 Ms. Kramer stated and then one for the spot that was mentioned.

1911 Ms. Montagna stated oh, Dark Sky?

1912 Ms. Kramer stated we have a picture on Dark Sky.

1913 Ms. Phillips stated yes.

1914 Ms. Kramer stated so, I would entertain a motion for one or both of those benches.

1915 Ms. Kassel stated do we need a motion?

1916 Ms. Montagna stated yes because they have to be purchased.

1917 Ms. Phillips stated but one we are not purchasing.

1918 Ms. Kramer stated well we would need actually for both. Because even if it is donated

1919 we do not want additional benches installed because then maintenance would become our

1920 responsibility. So, we need to approve any new infrastructure that we put in.

1921 Ms. Montagna stated correct.



1922 Ms. Kramer stated so I would entertain a motion.  
1923 Ms. Phillips stated well if there are two separate ones?  
1924 Ms. Montagna stated you can do them together together. If you do not want to do two  
1925 then yes you do not want to do one.  
1926 Ms. Kassel stated well are we not getting a donation of one.  
1927 Ms. Kramer stated of one. And then the other one, again, we still need to approve them  
1928 allowing them to be installed.  
1929 Ms. Montagna stated that would be in your motion. The one bench that is going to be  
1930 donated by Benchmark to be installed here, and another that that the District is going to  
1931 purchase to be installed here.  
1932 Ms. Kramer stated so I will make that motion that we install two new benches. One  
1933 would be in the Lakes and the location is to be determined between the District Manager  
1934 and Ms. Finazzo, who is representing South Lake and the other to be installed in the  
1935 location near Dark Sky, west of Schoolhouse, north of Dark Sky, in the area of the  
1936 conservation area along Buck Lake.  
1937 Ms. Phillips so you made a motion?  
1938 Ms. Kramer stated I made a motion.  
1939 Ms. Phillips stated to install?  
1940 Ms. Kramer stated to install, right.  
1941 Ms. Phillips stated ok, so.  
1942 Ms. Kramer stated our understanding is one would be from Benchmark; one we would  
1943 purchase or provided by the District.  
1944 Ms. Phillips asked is that in the motion too?  
1945 Ms. Montagna stated yes, it is in here.  
1946 Ms. Phillips stated alright, I will second the motion.

1947  
1948  
1949  
1950  
1951  
1952  
1953  
1954  
1955  
1956

<p>Ms. Kramer made a MOTION to approve the installation of two new benches. One would be in the Lakes, and the location is to be determined between the District Manager and Ms. Finazzo, who is representing South Lake and the other to be installed in the location near Dark Sky, west of Schoolhouse, north of Dark Sky, in the area along the conservation area along Buck Lake.</p> <p>Ms. Phillips seconded the motion.</p> <p>Motion passed unanimously.</p>
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1957  
1958 OK I have a motion in a second any further discussion?  
1959 Ms. Phillips stated well, should we, when we, maybe could just ask benchmark order a  
1960 second one and we will pay for it?  
1961 Ms. Kramer stated I will let Ms. Montagna work with them on that.  
1962 Ms. Montagna stated I will ask them.  
1963 Ms. Phillips stated it they do it through a supplier, you know.  
1964 Ms. Montagna stated yes, no, absolutely.  
1965 Ms. Phillips stated make less work for us.  
1966 Ms. Kramer stated any further discussion. I will call the question, all in favor?  
1967 All Supervisors stated aye.  
1968 Ms. Kramer stated no opposition, the motion passes unanimously.  
1969 Ms. Phillips stated I have got to say that it is nice to vote on something fun. I have been  
1970 here a few months now.  
1971 **C. Discussion of Website Maintenance**  
1972 Ms. Montagna asked can we defer that to the February meeting?  
1973 Ms. Kramer stated we certainly can.  
1974 Ms. Montagna stated Mr. Leet is not here and he currently does the website, so.  
1975 Ms. Kramer stated ok, so we will postpone that to our February meeting.  
1976 **D. Toho's Interest in Developing a Water Conservation Demonstration**  
1977 **Garden in Harmony**  
1978 Ms. Kassel asked can we postpone the Toho's.  
1979 Ms. Kramer stated I will just give a brief update and you let me know if you want to  
1980 go ahead or not. They are restarting their conservation, water conservation program.  
1981 Ms. Kassel stated education program.  
1982 Ms. Kramer stated yes, and they are interested in cooperating with us in putting in a  
1983 water conservation demonstration garden so that our residents can go there and determine  
1984 what plants might look good in their landscaping and be water conserving. They have  
1985 \$25,000 in their budget that probably would not go all to this but it would work part way  
1986 with us so we would be partnering with them. And they would be doing a Florida Friendly  
1987 water conserving landscape demonstration garden somewhere here in Harmony, location  
1988 to be determined and brought back to the Board later.  
1989 Ms. Kassel stated so I thought that was going to be at the Community Garden, no? I  
1990 know they are working with the Nature and Animal Committee (of the HROA) to do some.

1991 Ms. Kramer stated presentations.

1992 Ms. Kassel stated education.

1993 Ms. Kramer stated no this would, they would want somewhere out visible in the  
1994 community not tucked back in the garden. So, if there is no objection from any Board  
1995 members, we can move forward with that, but we would need to bring further information  
1996 back to the Board for approval.

1997 **E. Discussion of Moving Field Office**

1998 Ms. Kramer stated discussion of moving the field office and that is.

1999 Ms. Montagna stated I will be quick. So, Teresa and Mr. Israel went out and looked at  
2000 a few areas to move the Field Services office, being that you have to move it now with the  
2001 recent update from the County. So, there are a couple of options. So, one would be, we  
2002 looked at the triangle by central park which I think that is just not going to be, not cost  
2003 effective.

2004 Ms. Kramer stated do you want me to do this?

2005 Ms. Montagna stated yes, go ahead.

2006 Ms. Kramer stated ok, so there are several areas one of the least attractive is the triangle  
2007 on the opposite side of the golf maintenance road from the new dog park. That would take  
2008 an enormous amount of work and a lot of effort and use a pretty nice piece of land. The  
2009 second would be back at the golf maintenance where it used to be, however, that property  
2010 owner wants money, rent.

2011 Ms. Kassel stated do we know how much?

2012 Ms. Kramer stated we do not. He has not he said he would like us to waive all of his  
2013 assessments for the golf course, which is in the hundreds of thousands of dollars. I told him  
2014 that would not be appropriate. He, I am hesitant, it would also require us to have a trailer  
2015 again, it would require us to go through permitting since that was never permitted first. I  
2016 am not sure if the County would allow it or not, but we would have to see about all that.  
2017 Another option would be to actually put the office and storage areas on one of the parcels  
2018 either back at Sebastian Bridge or right on Five Oaks where that street stubs out. Again, it  
2019 is an easement issue we do not have that released yet so there is a question there. The last  
2020 place, which seemed to be the most attractive, would be to take this concession space at  
2021 Ashley Park pool, convert that into an office space. There may or may not be some  
2022 construction depending on how how it fits but it would serve two individuals. It can have  
2023 two desks in it there is a lot of storage in the cabinets there would be some, the lower

2024 cabinets would probably need to be removed but that would be the minimum. We would  
2025 not have to pay any land rent, we would not have to pay any trailer rental, it already has  
2026 electric and water and toilet facilities. And everybody involved seems very happy with that.

2027 Ms. Kassel stated but when we discussed that location last time and I mentioned that  
2028 there are trailers with equipment in them, vehicles, and materials and supplies.

2029 Ms. Kramer stated and that has been answered. The option there since we were hoping  
2030 to leave all that stuff down there.

2031 Ms. Kassel asked by the garden?

2032 Ms. Kramer stated yes but now with the County's statement because those were not  
2033 built but now with the County statement, unless we can convince them to allow us to do  
2034 that without putting in the new road. Right now, that does not seem to be feasible. So, what  
2035 we could do is take those, we could instead construct on the current stub street end there  
2036 on Five Oaks. We could construct a bay storage area that could be moved easily. And we  
2037 could fence it using the fencing contract we had in place for the storage lot down in the  
2038 area. Again, we would have to get with the County, but it meets all the requirements; it is  
2039 in a land use category that is permitted for community maintenance facilities. It is in a good  
2040 location, a centralized location. We do have the fencing that is already been paid for. And  
2041 the structure, what would, how much would the structure cost?

2042 Ms. Montagna stated 29x24 C channel metal building \$15,900.00 for the building,  
2043 \$6500.00 to erect the building and then you have pier anchors that would need to be put in.

2044 Ms. Kramer stated be installed.

2045 Ms. Montagna stated and then that is it. No concrete pad. The gentleman who actually  
2046 came out and looked at it, because there asphalt there even though it is not leve, he said it  
2047 is fine, it does not matter, and you are fine to do that.

2048 Mr. Hamstra stated and that is for storage?

2049 Ms. Kassel stated so that is where the Harmony Institute used to be?

2050 Ms. Montagna stated yes, it is for storage.

2051 Mr. Hamstra stated and where is that going again, off of Five Oaks?

2052 Ms. Kassel stated it is where the Harmony Institute trailer used to be.

2053 Ms. Kramer stated I think that is, yes.

2054 Ms. Montagna stated yes, the stub out.

2055 Ms. Kramer stated but it will not be in the parking lot, not the exact location of the.

2056 Ms. Montagna stated the drive next to the parking lot that we do not own.  
2057 Ms. Kramer stated we do not own the parking lot, but we own the drive.  
2058 Ms. Kassel stated right there.  
2059 Mr. Hamstra stated ok, the storage would go right there.  
2060 Ms. Kassel stated so it is unsightly and would cost us, and it is temporary. And it would  
2061 cost us.  
2062 Ms. Kramer stated well, no it is permanent, but it can be moved if needed.  
2063 Ms. Montagna stated the building itself can be moved.  
2064 Ms. Kassel stated a not very attractive building most likely.  
2065 Ms. Montagna stated it is a steel, I mean you guys would have a color option and that  
2066 kind of stuff.  
2067 Mr. Kramer stated and again, I think a couple of meetings ago I provided a photo where  
2068 they had.  
2069 Ms. Kassel stated but that was for like an office not a storage.  
2070 Ms. Kramer stated right, but you could do the same outward facade.  
2071 Ms. Kassel stated so we are talking about \$20,000.00 plus for the building, another  
2072 \$8000.00 that we have made a deposit on the fence.  
2073 Ms. Kramer stated that we are not looking at getting back.  
2074 Ms. Kassel stated right but still it is an investment there that could possibly be used  
2075 elsewhere, right? So, we are talking \$30,000.00.  
2076 Ms. Kramer stated right.  
2077 Ms. Montagna stated essentially, yes.  
2078 Ms. Kramer stated and at that point, we would have no recurring costs as far as trailers  
2079 or land rent for, or anything.  
2080 Ms. Kassel stated before we do any approvals we have to check with the County as to  
2081 whether they will require for us to do anything else. Would the screening have to be opaque,  
2082 what do we need to do landscaping, would there need to be irrigation.  
2083 Ms. Montagna stated it is six-foot, six foot?  
2084 Ms. Kramer stated yes six-foot fence.  
2085 Ms. Montagna stated yeah screening and vegetation.  
2086 Ms. Kramer stated and put either vegetation or the cloth.  
2087 Ms. Montagna stated yes, a clear one.

2088 Ms. Kramer stated, and you would not need irrigation. They already gave us a pass on  
2089 irrigation if we use Florida Friendly landscape that would not need to be irrigated.

2090 Ms. Montagna stated that is correct.

2091 Ms. Kassel stated but Florida Friendly landscaping still needs to get established.

2092 Ms. Kramer stated that is right. We would water them like we, hopefully will, in the  
2093 future, water our oak trees.

2094 Ms. Kassel stated we still need to find out from the County.

2095 Ms. Kramer well we need some direction by the Board before we take this to the  
2096 County. So, yes we will need to go to the County, but, we have the options. The question  
2097 is which of these options is the most attractive option at this point in time.

2098 Ms. Montagna stated you have to do something.

2099 Ms. Kassel stated clearing moving the field services office, the desk office, and some  
2100 storage to a space we already own and that has no rent is a good option. The question is  
2101 about the storage because we are still going to need that. And where the best place for that  
2102 is and if it is there where the Harmony Institute trailer used to be which is, by the way,  
2103 between the old welcome center building, which is just west of Town Square, and there is  
2104 a big open field there and that big open field for you to the townhouses and condominium  
2105 there is a little street that you go in there and there is a grassy area and that is where you  
2106 are talking about, right?

2107 Ms. Kramer stated yes.

2108 Ms. Kassel stated so I say let us continue exploring that and finding out what costs are  
2109 and finding out what the County will require. Because there may be County requirements  
2110 at that location that would differ from what the county required down by the garden.

2111 Ms. Kramer stated yes, there would be much less. I have gone over all of the  
2112 requirements that are in the code and in our Harmony PD and yes, because we are already  
2113 an improved road at a County right of way we have the paved area in so that would access  
2114 would not be an issue. And again, they would probably require fencing, the opaqueness or  
2115 landscaping put in, and if we dress it up they might not even require that. But there would  
2116 have to be some fencing at least in the area. So, at this point, I would entertain a motion to  
2117 go ahead and approach the County on this combination. And what I would like to do is  
2118 also approach the County on if there is any leeway on leaving just the maintenance, the  
2119 community maintenance storage area, down there by the garden.



2120 Ms. Kassel stated absolutely.

2121 Ms. Phillips stated there are no people there so that

2122 Ms. Kramer stated right. So, see if we can get them to give a little on that, so.

2123 Ms. Phillips stated maybe if we move the office and just do not tell them the other stuff  
2124 is still sitting there.

2125 Ms. Kramer stated no, no, no. We burned that bridge, so we are going to do this right,  
2126 and we are going to do it above board and legal, with County approvals. So.

2127 Ms. Kassel there is a motion.

2128 Ms. Kramer stated there is a motion, is there a second?

2129 Ms. Phillips stated I will second.

2130

2131 Ms. Kassel made a MOTION to approve approaching  
2132 Osceola County with the combination of moving the  
2133 community maintenance storage to the stub street on Five  
2134 Oaks, and also see if there is any possibility of leaving just  
2135 the community maintenance storage area by the garden.

2136 Ms. Phillips seconded the motion.

2137 Motion passed unanimously.

2138

2139 Ms. Kassel stated thank you, Ms. Montagna.

2140 Ms. Kramer stated, and we will pursue that and move it forward.

2141 Ms. Phillips stated did we ever consider over there used to be a trailer where the library  
2142 came in and played games with the kids over by the.

2143 Ms. Kassel stated by Buck Lake, yes. We would get a lot of pushback from residents.

2144 Ms. Phillips stated yes.

2145 Ms. Kramer yes, it just.

2146 Ms. Phillips I mean that was another possibility.

2147 Ms. Kramer stated yes, but yes.

2148 Ms. Kassel stated it is also less convenient for Field Services to go all the way down  
2149 there.

2150 Ms. Kassel stated Field Services, and the Ashley Park pool it is almost right next door  
2151 right now I think that is

2152 Ms. Phillips stated I was just thinking if the County says we cannot use this location.

2153 Ms. Kramer stated If they say No to this then we will be back here.

2154

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

**A. Reserve Study Update**

Ms. Kramer stated alright Reserve Study update, have we heard anything from the reserve study folks.

Mr. Hamstra so I did not give them the unit cost we got for the Garden Road, the RV storage, or the milling resurfacing, if that is what you are looking for.

Ms. Kramer stated yes, have you given all that to them?

Mr. Hamstra stated I need to get to that.

Ms. Kramer stated oh.

Mr. Hamstra stated if that is what you want me to do?

Ms. Kramer stated yes, because my understanding was they said as soon as they get that, they can adjust the numbers, so they are all reflective of the current day cost instead of the pre-inflation cost.

Mr. Hamstra stated I will also compare that to the Department of Transportation. Every six months they update their unit cost database and if those numbers are higher than what we got for the projects, we will defer to those, as well since the Reserve Study is for years out.

Ms. Kramer stated yes, thank you Mr. Hamstra, that would be great.

**B. RV Lot Update**

Ms. Kramer stated ok, RV lot update.

Ms. Kassel stated thank you. So, I approached the County I actually did email you Mr. Hamstra, I never heard from you. I assumed you just did not get my email as it was holiday time. I requested that you tell me who else I need to be in touch with aside from the Fire Marshall and the zoning person because you had said at the last meeting that I needed to get in touch with a bunch of people.

Mr. Hamstra stated yes, and I am sorry if I did not respond. But when we talked here it would be the Development Review Committee whomever that is composed of so.

Ms. Kassel stated well so I reached out to the Fire Marshall who said everything was OK with them. I reached out to zoning, Ms. Amy Templeton, and in the agenda package if you see page 171 essentially what I asked I think you know that what I believed I was tasked with at the end of the last meeting was to or during the last meeting was to approach the County and find out if we were to not expand the RV storage area, do we still have to make improvements there. And having gone down there and really visited the site, it has already been expanded. I mean, all the work that was done there was done without any

2189 County input and so I kind of went back and forth and I requested clarifications. I spoke  
2190 with Mr. John Adams of RG Whidden because there were questions about the garden, as  
2191 opposed to the RV lot. And essentially what she said, and then it was also the question of  
2192 if Field Services is moved, do we still have to make improvements if it is just the RV lot.  
2193 So, what she said is yes, if the Field Service office is relocated you still need to improve  
2194 the roadway in compliance with applicable codes. So, it is not just the roadway, but they  
2195 also are requiring a 10-foot fence with opaque screening. We only have a 6-foot fence there  
2196 now, so we have to replace all the fencing so it is not just the cost of the roadway it is the  
2197 cost of the fencing, you will need screening, they also want us to do landscaping.

2198 Mr. Hamstra stated which are in the plans the Pegasus submitted months ago to meet  
2199 the current code.

2200 Ms. Kassel stated yes, right. So, she said the standards and requirements addressed in  
2201 the development document currently applied to all uses of the Maintenance Storage  
2202 District. If the use is not acted on or is removed, the standards and requirements still apply  
2203 to the remaining uses and then she goes through what they are. And the approval letter that  
2204 is in the agenda package which she had sent previously did not approve the alternative  
2205 surface that was proposed in the narrative that they had which was like a 6-inch layer.  
2206 Alternative service will be evaluated at the STP review and required compliance with  
2207 applicable codes. So based on the work we have done so far we know it is going to cost  
2208 probably at least \$150,000.00.

2209 Mr. Hamstra stated much more than that.

2210 Ms. Kassel continued just for the roadway, just to get to compliance for the existing  
2211 law. I asked about the garden because the complaint was well if you have to do that for the  
2212 RV lot, why do we not have to do it for the garden? It is because, when I spoke with Mr.  
2213 Adams, he said first of all the garden is a different use, it is an open space use, it has  
2214 different and much more lenient requirements for compliance with codes and it was also  
2215 approved through the County, that use was approved through the County prior to any RV  
2216 lot being installed. So, the garden, as it is, is permitted. We do not need to do anything with  
2217 the road in order to be in compliance with the garden, but the RV lot is a different story.  
2218 This is just my point of view. I am not speaking on behalf of the Board. The question I was  
2219 asked to explore with the County was, are we going to have considerable expense to  
2220 maintain to operate the existing RV lot? Without a lot of extra expense and the answer is

2221 no. We will have a lot of extra expense if we were to try to get into compliance with the  
2222 County to continue the use of that RV lot. That is my finding. And, my opinion is that  
2223 therefore we need to move forward with the closure of the RV lot. That is just my opinion,  
2224 but the rest of the Board can.

2225 Ms. Montagna stated and after you discuss it I need a motion on that so we can move  
2226 forward and do it because remember before we said we were going close it, but all these  
2227 people know that you all were looking into it, so I want to send out a final notice.

2228 Ms. Kramer stated ok, you can send out a final, but we do not need anymore Board  
2229 action because the Board action was to close it. And nobody has brought it before the Board  
2230 to reopen that question, so it is already.

2231 Ms. Phillips stated but I do want to say that when we discussed this we had all this  
2232 information that you got again when we voted.

2233 Ms. Kassel stated what I got again was a better clarification.

2234 Ms. Kramer stated but I think she is comfortable with it now.

2235 Ms. Phillips continued No, what I am getting at it though is we did not make that vote  
2236 just on the spur of the moment. I did not because I read all that before. And so, because  
2237 there has been some conjecture or whatever the word. One e-mail I got said he was just  
2238 checking to make sure we were being honest.

2239 I did not sit here and go over all of this, over that, you know so.

2240 Ms. Kramer stated Yes, we had researched it thoroughly, but I am glad that Supervisor  
2241 Kassel went and finally, you know.

2242 Ms. Montagna stated so March?

2243 Ms. Kramer stated yes.

2244 Ms. Phillips stated March 31st.

2245 Ms. Kassel stated March 31st.

2246 Ms. Montagna stated right, perfect, thank you.

2247 Ms. Phillips stated or until, if their lease ends sooner though.

2248 Ms. Montagna stated right, the drop-dead date is March 31st.

2249 Ms. Phillips stated so my other question is are we going to remove the fencing that is  
2250 back there? What are we going to do with the existing fence?

2251 Ms. Kramer stated let us just hold off on that.

2252 Ms. Kassel stated we do not need to discuss that tonight; we can discuss it.

2253 Ms. Kramer stated, and we can, when we go and maybe Ms. Montagna and I can talk  
2254 to the County on the new proposal for moving the Field Services storage and everything  
2255 out of there. And see if maybe they will give a little to allow us to keep our storage  
2256 containers back behind that fence. In which case we would want to keep the fence and the  
2257 gate.

2258 Ms. Phillips stated alright. So, well what I was going to ask was if we keep the fence  
2259 up what would happen, what is the Board going to do if someone does not move their unit.

2260 Ms. Kramer stated then we are going to call the tow trucks.

2261 Ms. Phillips stated ok.

2262 Ms. Montagna stated yes.

2263 Ms. Kramer stated because we have a legal responsibility.

2264 Ms. Kassel stated it is on private property. Well, public property, but it is not on their  
2265 property.

2266 Ms. Phillips yes, alright.

2267 Ms. Kramer stated yes, they cannot do that, so.

2268

2269 **EIGHTH ORDER OF BUSINESS** **Supervisor's Requests**

2270 Ms. Kramer stated, and we are on Supervisors Requests. Any questions or requests for  
2271 things to be on in the future.

2272 Ms. Kassel stated I am sure I had one earlier, but it is out of my head. It is now actually  
2273 past my bedtime.

2274 Ms. Kramer stated I have one. I think we need to put a budget amendment to  
2275 accommodate the increase in landscaping costs on the next agenda. I did go through it, and  
2276 I think we can do it without raiding the reserves, just by using savings in our insurance  
2277 we had a \$9000.00 savings; by buying the vehicle, the little cart we did, we had a  
2278 \$19,000.00 savings in the vehicle expense; and we have a \$23,000.00 refund coming that  
2279 we paid from our last year's budget coming from Toho that we could put towards it. So,  
2280 scabbing all those together plus a little bit here and there we can come up with the  
2281 difference without raiding the reserves.

2282 Ms. Montagna stated you can do a budget amendment if you like, but you do not have  
2283 to.

2284 Ms. Kramer stated right.

2285 Ms. Montagna stated until the end of the year.

2286 Ms. Kramer stated right, I just feel better doing it so that everybody can see it and so  
2287 that we are comfortable paying those bills and not ending up with the deficit so.

2288 Ms. Kassel stated I think it is a good idea I mean just from the perspective of planning,  
2289 accountability, and transparency.

2290 Ms. Montagna stated so the direction is for the budget amendment you want me to take  
2291 numbers from all these different?

2292 Ms. Kramer stated no, just put it on the agenda and we will bring a formal budget  
2293 amendment to the next meeting.

2294 Mr. Hamstra stated you may want to add construction inspection services, if you will.

2295 Ms. Montagna stated construction inspections?

2296 Mr. Hamstra construction inspection services for the neighborhood C1 C2.

2297 Ms. Kramer stated but that would be a part of the paving so that would come out of our  
2298 reserve. That would be a part of that overall cost.

2299 Mr. Hamstra stated ok, I did not know what bucket that was coming out of.

2300 Ms. Kramer stated yes, that does not need to be a part of

2301 Ms. Montagna stated you want a budget amendment on the agenda but not a formal  
2302 budget amendment showing where we are pulling money from.

2303 Ms. Kramer stated no, you and I will develop that and bring it to the Board to vote on  
2304 next month.

2305 Ms. Montagna stated sure.

2306 Ms. Kramer asked any other supervisors requests?

2307 Ms. Phillips stated yes. I am really hot on the topic of communication with the residents  
2308 because I feel that the more they know us, and we know them, and we are talking about the  
2309 fence. And this is a prime example that I wish we had a way because we could ask residents  
2310 do you want a fence; do you want another fence? Just for asking them, not that we would  
2311 necessarily have to do what they say because it is only a poll. But again, it is away someone  
2312 else might come forward and say hey I do not know about this stuff, and you can really get  
2313 a good fence and you just never know where, that is just an example, so I just wanted to

2314 Ms. Kramer stated ok.

2315 Ms. Phillips stated every week, every month now, I am going to stick something in the  
2316 box.

2317 Ms. Kramer stated no, I think that would be a good thing to also deal with in our



2318 workshop that we can talk about Board.

2319 Ms. Phillips stated although I was thrilled that so many people came tonight. So that  
2320 was good.

2321 Ms. Kramer stated yes, that was wonderful.

2322 Ms. Phillips stated tell your neighbors.

2323 Ms. Kramer stated thank you.

2324 Ms. Kassel stated and, thank you all for staying.

2325 Ms. Phillips stated yes.

2326 Ms. Kramer stated yes, very much so.

2327

2328 **NINTH ORDER OF BUSINESS**

**Adjournment**

2329

2330 On MOTION by Ms. Kassel, seconded by Ms. Phillips,  
2331 with all in favor, the meeting was adjourned at 8:45 p.m.

2332

2333

2334

2335

2336 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

# **Subsection 6B**

## **Financials**

# MEMORANDUM

**TO:** Board of Supervisors, Harmony CDD  
**FROM:** Samantha Smith, Accountant  
**CC:** Angel Montagna, District Manager  
**DATE:** February 10, 2023  
**SUBJECT:** January 2023 Financials

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Please find the attached January 2023 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 January is approximately 83% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 82%.
- Total Expenditures through January are at 29% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through January.
    - ProfServ-Engineering - Pegasus Engineering services through November 2022.
    - ProfServ-Legal Services - Kutak Rock general counsel through January 2023.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
    - ProfServ-Special Assessment - Assessment roll services.
    - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
    - 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. Includes credit on November 2022 invoice.
    - 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 trimming and replacement 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 pool pump by Spies Pool.
    - R&M-User Supported Facility - Includes jet clean line at dog park by Tom Parrish Plumbing.
    - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, bathroom exhaust fan deposit, patio umbrellas, gate, mower tires, and electrical panel repairs.
    - R&M-Invasive Plant Maintenance - Includes wetland exotics treatment by Aquatic Weed Management and annual monitoring and reporting by Bowman and Blair Ecology.
    - Security Enhancements - Includes internet service and ancillary costs.
    - Op Supplies-Fuel, Oil - Includes fuel purchases.
    - Capital Outlay-Vehicles - Includes 2022 club car, purchased from Advantage Golf Cars.
  - ▶ 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

- ▶ \$825,126 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures, plus \$300,000 fund balance transferred from General Fund in FY23, minus \$21,880 FY23 expenditures.
  - Reserve-Other - Includes storm drain repairs by Atlantic Pipe Services.

# **HARMONY**

Community Development District

*Financial Report*

*January 31, 2023*

**Prepared by**



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**HARMONY**  
Community Development District

**Financial Statements**

(Unaudited)

**January 31, 2023**



**Balance Sheet**  
January 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>					
Cash - Checking Account	\$ 550,283	\$ -	\$ -	\$ -	\$ 550,283
Accounts Receivable	10	-	-	-	10
Due From Other Funds	-	847,006	-	-	847,006
Investments:					
Money Market Account	2,123,734	-	-	-	2,123,734
Prepayment Account	-	-	6,229	752,479	758,708
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	1,343,874	639,587	1,983,461
Prepaid Items	185	-	-	-	185
<b>TOTAL ASSETS</b>	<b>\$ 2,674,212</b>	<b>\$ 847,006</b>	<b>\$ 1,957,416</b>	<b>\$ 1,732,066</b>	<b>\$ 7,210,700</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 55,591	\$ 21,880	\$ -	\$ -	\$ 77,471
Accrued Expenses	79,812	-	-	-	79,812
Accrued Wages Payable	400	-	-	-	400
Accrued Taxes Payable	31	-	-	-	31
Sales Tax Payable	10	-	-	-	10
Due To Other Funds	847,006	-	-	-	847,006
<b>TOTAL LIABILITIES</b>	<b>982,850</b>	<b>21,880</b>	<b>-</b>	<b>-</b>	<b>1,004,730</b>
<b>FUND BALANCES</b>					
<b>Nonspendable:</b>					
Prepaid Items	185	-	-	-	185
<b>Restricted for:</b>					
Debt Service	-	-	1,957,416	1,732,066	3,689,482
<b>Assigned to:</b>					
Operating Reserves	467,801	-	-	-	467,801
<b>Unassigned:</b>	1,223,376	825,126	-	-	2,048,502
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,691,362</b>	<b>\$ 825,126</b>	<b>\$ 1,957,416</b>	<b>\$ 1,732,066</b>	<b>\$ 6,205,970</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,674,212</b>	<b>\$ 847,006</b>	<b>\$ 1,957,416</b>	<b>\$ 1,732,066</b>	<b>\$ 7,210,700</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 3,678	\$ 1,226	\$ 11,011	\$ 9,785
Interest - Tax Collector	-	-	2,034	2,034
Special Assmnts- Tax Collector	2,452,225	2,084,391	1,999,790	(84,601)
Special Assessments-Tax Collector-VC1	(28,737)	(24,426)	-	24,426
Special Assmnts- Discounts	(98,088)	(83,375)	(79,127)	4,248
Other Miscellaneous Revenues	-	-	2,798	2,798
Access Cards	1,200	400	210	(190)
Insurance Reimbursements	-	-	7,709	7,709
Facility Revenue	600	200	-	(200)
User Facility Revenue	15,000	5,000	-	(5,000)
Garden Lot	1,207	404	972	568
<b>TOTAL REVENUES</b>	<b>2,347,085</b>	<b>1,983,820</b>	<b>1,945,397</b>	<b>(38,423)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	14,000	4,668	3,400	1,268
FICA Taxes	1,071	356	260	96
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	60,000	20,000	11,414	8,586
ProfServ-Legal Services	60,000	20,000	43,767	(23,767)
ProfServ-Mgmt Consulting	69,250	23,084	23,083	1
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	4,200	1,400	1,400	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	332	174	158
Rental - Meeting Room	3,000	1,000	-	1,000
Insurance - General Liability	28,000	28,000	18,732	9,268
Legal Advertising	1,000	332	418	(86)
Misc-Records Storage	1,500	500	-	500
Misc-Assessment Collection Cost	49,045	41,688	38,413	3,275
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>318,715</b>	<b>150,357</b>	<b>150,058</b>	<b>299</b>
<b>Field</b>				
ProfServ-Field Management	338,872	112,956	112,957	(1)
Trailer Rental	8,500	2,833	2,320	513
<b>Total Field</b>	<b>347,372</b>	<b>115,789</b>	<b>115,277</b>	<b>512</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

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	48,869	-	48,869
Contracts-Irrigation	42,822	14,274	14,274	-
Contracts-Trees & Trimming	46,909	15,636	15,636	-
Contracts-Annuals	12,672	4,224	-	4,224
Contracts-Trash & Debris Removal	19,565	6,522	6,522	-
Contracts - Landscape	294,685	98,228	96,187	2,041
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	28,691	28,691	-
R&M-Irrigation	30,000	10,000	5,756	4,244
R&M-Trees and Trimming	40,000	13,332	3,000	10,332
Miscellaneous Services	35,000	11,668	-	11,668
<b>Total Landscape Services</b>	<b>754,335</b>	<b>251,444</b>	<b>170,066</b>	<b>81,378</b>
<b><u>Utilities</u></b>				
Electricity - General	40,700	13,567	11,990	1,577
Electricity - Streetlights	121,000	40,333	40,303	30
Utility - Water & Sewer	198,000	66,000	32,242	33,758
<b>Total Utilities</b>	<b>359,700</b>	<b>119,900</b>	<b>84,535</b>	<b>35,365</b>
<b><u>Operation &amp; Maintenance</u></b>				
Utility - Refuse Removal	3,000	1,000	1,137	(137)
R&M-Ponds	20,000	6,667	-	6,667
R&M-Pools	35,000	11,667	11,719	(52)
R&M-Roads & Alleyways	2,000	668	-	668
R&M-Sidewalks	20,000	6,667	-	6,667
R&M-Streetlights	10,000	3,333	-	3,333
R&M-Vehicles	15,000	5,000	-	5,000
R&M-User Supported Facility	5,000	1,667	650	1,017
R&M-Equipment Boats	10,000	3,333	-	3,333
R&M-Parks & Facilities	25,000	8,332	15,033	(6,701)
R&M-Garden Lot	2,000	667	-	667
R&M-Invasive Plant Maintenance	105,000	35,000	53,550	(18,550)
Security Enhancements	5,700	1,900	2,106	(206)
Op Supplies - Fuel, Oil	8,000	2,667	666	2,001
Cap Outlay - Vehicles	30,000	30,000	10,961	19,039
<b>Total Operation &amp; Maintenance</b>	<b>295,700</b>	<b>118,568</b>	<b>95,822</b>	<b>22,746</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>2,102,422</b>	<b>756,058</b>	<b>615,758</b>	<b>140,300</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	244,663	1,227,762	1,329,639	101,877
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	-	-	(300,000)	(300,000)
Contribution to (Use of) Fund Balance	244,663	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>244,663</b>	<b>-</b>	<b>(300,000)</b>	<b>(300,000)</b>
Net change in fund balance	\$ 244,663	\$ 1,227,762	\$ 1,029,639	\$ (198,123)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>661,723</b>	<b>661,723</b>	<b>661,723</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 906,386</b>	<b>\$ 1,889,485</b>	<b>\$ 1,691,362</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>EXPENDITURES</b>				
<b>Operation &amp; Maintenance</b>				
Reserve - Other	\$ 300,000	\$ 300,000	\$ 21,880	\$ 278,120
<b>Total Operation &amp; Maintenance</b>	300,000	300,000	21,880	278,120
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>300,000</b>	<b>21,880</b>	<b>278,120</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(300,000)	(300,000)	(21,880)	278,120
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	-	-	300,000	300,000
Contribution to (Use of) Fund Balance	(300,000)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(300,000)</b>	<b>-</b>	<b>300,000</b>	<b>300,000</b>
Net change in fund balance	\$ (300,000)	\$ (300,000)	\$ 278,120	\$ 578,120
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>547,006</b>	<b>547,006</b>	<b>547,006</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 247,006</b>	<b>\$ 247,006</b>	<b>\$ 825,126</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 61	\$ 20	\$ 21	\$ 1
Special Assmnts- Tax Collector	1,217,276	1,034,685	1,002,726	(31,959)
Special Assmnts- Discounts	(48,691)	(41,387)	(39,676)	1,711
<b>TOTAL REVENUES</b>	<b>1,168,646</b>	<b>993,318</b>	<b>963,071</b>	<b>(30,247)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	24,345	20,693	19,261	1,432
<b>Total Administration</b>	<b>24,345</b>	<b>20,693</b>	<b>19,261</b>	<b>1,432</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>250,525</b>	<b>319,092</b>	<b>(68,567)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(10,362)	742,793	643,979	(98,814)
<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)	\$ 742,793	\$ 643,979	\$ (98,814)
<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>\$ 2,056,230</b>	<b>\$ 1,957,416</b>	



**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 40	\$ 13	\$ 25	\$ 12
Special Assmnts- Tax Collector	796,597	677,107	529,782	(147,325)
Special Assmnts- Other	26,600	22,610	-	(22,610)
Special Assmnts- Prepayment	-	-	752,479	752,479
Special Assmnts- Discounts	(31,864)	(27,084)	(20,945)	6,139
<b>TOTAL REVENUES</b>	<b>791,373</b>	<b>672,646</b>	<b>1,261,341</b>	<b>588,695</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	15,932	13,542	10,930	2,612
<b>Total Administration</b>	<b>15,932</b>	<b>13,542</b>	<b>10,930</b>	<b>2,612</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>208,430</b>	<b>1,370,818</b>	<b>(1,162,388)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(4,334)	464,216	(109,477)	(573,693)
<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)	\$ 464,216	\$ (109,477)	\$ (573,693)
<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>\$ 2,305,759</b>	<b>\$ 1,732,066</b>	

# **HARMONY**

Community Development District

## **Supporting Schedules**

**January 31, 2023**

**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
12/09/22	\$ 2,729,319	\$ 116,043	\$ 55,700	\$ 2,901,062	\$ 1,624,385	\$ 814,492	\$ 462,185
12/22/22	\$ 213,418	\$ 8,631	\$ 4,355	\$ 226,405	\$ 126,771	\$ 63,565	\$ 36,070
Adjustment	\$ (37,649)	\$ (1,569)	\$ -	\$ (39,217)	\$ -	\$ -	\$ (39,217)
01/10/23	\$ 113,868	\$ 3,594	\$ 2,324	\$ 119,785	\$ 67,071	\$ 33,630	\$ 19,084
01/10/23	\$ 4,701	\$ 148	\$ 96	\$ 4,945	\$ 2,769	\$ 1,388	\$ 788
<b>TOTAL</b>	<b>\$ 3,323,946</b>	<b>\$ 139,748</b>	<b>\$ 68,604</b>	<b>\$ 3,532,298</b>	<b>\$ 1,999,790</b>	<b>\$ 1,002,726</b>	<b>\$ 529,782</b>

Collected in % 82%

<b>TOTAL OUTSTANDING</b>	<b>\$ 795,919</b>	<b>\$ 423,698</b>	<b>\$ 212,449</b>	<b>\$ 159,772</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**  
*January 31, 2023*

**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%	\$550,283
Money Market Account	BankUnited	Money Market Account	n/a	3.00%	\$2,123,734
<b>Subtotal</b>					<u>\$2,674,017</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%	\$1,343,874
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$752,479
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%	\$639,587
<b>Subtotal</b>					<u>\$3,689,482</u>
<b>Total</b>					<u><u>\$6,363,499</u></u>

# **Subsection 6C**

## **Invoices and Check Register**

## Invoice Approval Report # 273

February 9, 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ATLANTIC PIPE SERVICES	23-0042-1	R	\$ 21,879.88
		Vendor Total	\$ 21,879.88
BOWMAN and BLAIR ECOLOGY	607	R	\$ 5,050.00
		Vendor Total	\$ 5,050.00
BRIGHT HOUSE NETWORKS - ACH	028483401010723 ACH	R	\$ 123.98
		Vendor Total	\$ 123.98
BRIGHTVIEW LANDSCAPING SERVICES	8273453	R	\$ 21,599.98
		Vendor Total	\$ 21,599.98
CARDMEMBER SERVICES	122322-1777 ACH	R	\$ 610.81
		Vendor Total	\$ 610.81
DIGITAL ASSURANCE	62285	R	\$ 1,500.00
		Vendor Total	\$ 1,500.00
FASTSIGNS	2060-20790	R	\$ 112.90
		Vendor Total	\$ 112.90
FEDEX	7-974-90746	R	\$ 17.75
	8-024-39069	R	\$ 28.69
		Vendor Total	\$ 46.44
HARMONY CDD C/O US BANK	020823-1	R	\$ 13,108.41
	020823-2	R	\$ 7,438.40
		Vendor Total	\$ 20,546.81
HARMONY FLORIDA LAND LLC	3757473764-122222	R	\$ 503.29
		Vendor Total	\$ 503.29
KUTAK ROCK LLP	3167507	A	\$ 13,439.07
	3169510	A	\$ 12,575.57
		Vendor Total	\$ 26,014.64
MARLON SCOTT dba 4M&J SERVICES LLC	193	R	\$ 867.93
		Vendor Total	\$ 867.93
ORLANDO UTILITIES COMMISSION-ACH	011023-9921 ACH	R	\$ 14,827.10
		Vendor Total	\$ 14,827.10
POOLSURE	101295638795	R	\$ 35.00
	101295638794	R	\$ 60.00
	101295639214	R	\$ 508.75
		Vendor Total	\$ 603.75



## Invoice Approval Report # 273

February 9, 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SERVELLO & SONS INC	23594	R	\$ 253.30
		Vendor Total	<u>\$ 253.30</u>
SPIES POOL LLC	395532	R	\$ 8,992.00
		Vendor Total	<u>\$ 8,992.00</u>
SUN PUBLICATIONS dba OSCEOLA NEWS-GAZETTE	47DE26A9-0001	R	\$ 59.62
		Vendor Total	<u>\$ 59.62</u>
SYMBIONT SERVICE CORP.	i36719	R	\$ 244.88
		Vendor Total	<u>\$ 244.88</u>
TOHO WATER AUTHORITY - ACH	011923 ACH	R	\$ 4,495.94
		Vendor Total	<u>\$ 4,495.94</u>
TOM PARRISH PLUMBING LLC	516	R	\$ 365.00
		Vendor Total	<u>\$ 365.00</u>
WASTE CONNECTIONS OF FL.	1428564W460	R	\$ 313.76
		Vendor Total	<u>\$ 313.76</u>
WILLIAMS SCOTSMAN, INC dba WILLSCOT - EFT	9016729273	R	\$ 490.00
		Vendor Total	<u>\$ 490.00</u>

**Total Invoices \$ 129,502.01**